

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

-----X	
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	:
THE WEINSTEIN COMPANY HOLDINGS	Chapter 11
LLC, <i>et al.</i> ,	Case No. 18-10601 (MFW)
	:
	:
Debtors. <sup>1</sup>	(Jointly Administered)
	:
	:
	<b>Re: Docket Nos. 2856, 2858, 2952, 2953, 2994,</b>
	<b>&amp; 2995</b>
-----X	

**NOTICE OF FILING OF BLACKLINES OF  
SECOND AMENDED PLAN AND DISCLOSURE STATEMENT**

PLEASE TAKE NOTICE that, on June 30, 2020, The Weinstein Company Holdings LLC and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) filed the Debtors’ and Official Committee of Unsecured Creditors’ (the “**Committee**”) *Joint Chapter 11 Plan of Liquidation* [Docket No. 2856] and (ii) *Disclosure Statement in Support of Joint Chapter 11 Plan of Liquidation Proposed By Debtors and Official Committee of Unsecured Creditors* [Docket No. 2858] with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that, on September 1, 2020, the Debtors filed (x) the *Debtors' First Amended Chapter 11 Plan of Liquidation* [Docket No. 2952] (as may be amended from time to time, the “**Amended Plan**”), and (y) the *First Amended Disclosure Statement in Support of the Debtors' First Amended Chapter 11 Plan of Liquidation* [Docket No. 2953] (as may be amended from time to time, the “**Amended Disclosure Statement**”).

<sup>1</sup> The last four digits of The Weinstein Company Holdings LLC's federal tax identification number are (3837). The mailing address for The Weinstein Company Holdings LLC is 99 Hudson Street, 4th Floor, New York, New York 10013. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <http://dm.epiq11.com/twc>.

PLEASE TAKE FURTHER NOTICE that on October 1, 2020, the Debtors filed the Debtors' and Committee's (a) *Second Amended Joint Chapter 11 Plan of Liquidation* [Docket No. 2994] (as may be amended from time to time, the "**Second Amended Plan**"), and (b) *Second Amended Disclosure Statement in Support of the Second Amended Joint Chapter 11 Plan of Liquidation Proposed By Debtors and Official Committee of Unsecured Creditors* [Docket No. 2995] (as may be amended from time to time, the "**Second Amended Disclosure Statement**").

*[Remainder of page intentionally left blank.]*

PLEASE TAKE FURTHER NOTICE that, for the convenience of the Court and all parties in interest, a blackline comparison of the Second Amended Plan marked against the Amended Plan is attached hereto as **Exhibit 1** and a blackline comparison of the Second Amended Disclosure Statement marked against the Amended Disclosure Statement is attached hereto as **Exhibit 2**.

Dated: October 1, 2020  
Wilmington, Delaware

*/s/ David T. Queroli*

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)

Paul N. Heath (No. 3704)

Zachary I. Shapiro (No. 5103)

Brett M. Haywood (No. 6166)

David T. Queroli (No. 6318)

One Rodney Square

920 North King Street

Wilmington, Delaware 19801

Telephone: (302) 651-7700

Facsimile: (302) 651-7701

Email: queroli@rlf.com

- and -

CRAVATH, SWAINE & MOORE LLP

Paul H. Zumbro (admitted *pro hac vice*)

Lauren A. Moskowitz (admitted *pro hac vice*)

Salah M. Hawkins (admitted *pro hac vice*)

Worldwide Plaza

825 Eighth Avenue

New York, New York 10019

Telephone: (212) 474-1000

Facsimile: (212) 474-3700

*Attorneys for the Debtors and Debtors in Possession*

**Exhibit 1**

**Plan Blackline**

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

In re:

THE WEINSTEIN COMPANY  
HOLDINGS LLC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-10601 (MFW)

Jointly Administered

[Re: Docket No. 2992<sup>2</sup>](#)

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~~THE DEBTORS' FIRST~~[SECOND](#) AMENDED [JOINT](#) CHAPTER 11 PLAN OF  
LIQUIDATION

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**RICHARDS, LAYTON & FINGER, P.A.**

Mark D. Collins (DE Bar No. 2981)  
Paul N. Heath (DE Bar No. 3704)  
Zachary I. Shapiro (DE Bar No. 5103)  
Brett M. Haywood (DE Bar No. 6166)  
David T. Queroli (DE Bar No. 6318)  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801

**CRAVATH, SWAINE & MOORE LLP**

Paul H. Zumbro (admitted *pro hac vice*)  
Lauren A. Moskowitz (admitted *pro hac vice*)  
Salah M. Hawkins (admitted *pro hac vice*)  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019

*Counsel for the Debtors*

-and-

[PACHULSKI STANG ZIEHL & JONES LLP](#)

[James I. Stang \(admitted \*pro hac vice\*\)](#)  
[Robert J. Feinstein \(admitted \*pro hac vice\*\)](#)  
[Debra I. Grassgreen \(admitted \*pro hac vice\*\)](#)  
[Jason H. Rosell \(admitted \*pro hac vice\*\)](#)  
[Colin R. Robinson \(DE Bar No. 5524\)](#)  
[919 North Market Street, 17th Floor](#)  
[Wilmington, DE 19899 \(Courier 19801\)](#)

[Counsel for the Official Committee of Unsecured Creditors](#)

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<sup>1</sup> The last four digits of The Weinstein Company Holdings LLC's federal tax identification number are 3837. The mailing address for The Weinstein Company Holdings LLC is 99 Hudson Street, 4th Floor, New York, New York 10013. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <http://dm.epiq11.com/twc>.

<sup>2</sup> [On September 25, 2020, the Court entered an order \[Docket No. 2992\] authorizing the Debtors to file the Insurance Companies' Funding Amounts, a copy of which is attached to the Plan as Schedule 2, under seal.](#)

Dated: ~~August 31~~October 1, 2020

**THIS PLAN OF LIQUIDATION HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT FOR DISSEMINATION. UNTIL APPROVED, IT SHOULD NOT BE RELIED UPON BY ANY PERSON OR ENTITY, NOR MAY IT BE USED IN CONNECTION WITH ANY SOLICITATION OF VOTES.**

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## INTRODUCTION

On March 19, 2018, The Weinstein Company Holdings LLC and fifty-four (54) affiliated companies (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Chapter 11 Cases”).<sup>2,3</sup> The Chapter 11 Cases are jointly administered.

The Debtors and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (the “Committee”) jointly propose this ~~First~~Second Amended Joint Chapter 11 Plan of Liquidation (as it may be further amended, modified, or supplemented from time to time, together with any and all exhibits, schedules, and supplements attached hereto or referenced herein, the “~~First Amended Plan~~”)<sup>3</sup> for the resolution and satisfaction of all Claims<sup>4</sup> against and Interests in the Debtors. The ~~First Amended~~ Plan contemplates, first and foremost, the comprehensive settlement of various Claims, including those at issue in a multitude of litigations pending in various courts ~~(impacting the Sexual Misconduct Claims described herein)~~ between and among sexual misconduct claimants, the Debtors, Harvey Weinstein, Robert Weinstein, other former members of the board of representatives of and/or directors and officers of the Debtors, the Office of the New York Attorney General (the “NYOAG”), and numerous insurance companies that issued directors and officers and general liability insurance policies to the Debtors prepetition. The Debtors and the Committee (the “Plan Proponents”) believe the ~~First Amended~~ Plan represents the most favorable recoveries attainable under the circumstances and provides for the fair and equitable allocation of the insurance proceeds (which may not be available at all absent the comprehensive settlement embodied in the Plan) and the Debtors’ remaining business assets to be distributed to creditors.

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtors Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw this ~~First Amended~~ Plan prior to its substantial consummation, so long as such alterations, amendments or modifications are consistent with the terms of the Plan Support Agreement<sup>5</sup>. Reference is made to the ~~First Amended~~ Disclosure Statement for a discussion of the Debtors’ history and assets, a summary and analysis of this ~~First Amended~~ Plan, and certain related matters, including the distributions to be made under this ~~First Amended~~ Plan and the risk factors relating to the consummation of this ~~First Amended~~ Plan.

The comprehensive settlement embodied in this ~~First Amended~~ Plan; (the settlements embodied herein, the “Settlement”); provides mechanisms by which the universe of Tort Claims related directly or indirectly to the alleged misconduct of Harvey Weinstein, including, but not

<sup>2,3</sup> A table identifying each Debtor, its chapter 11 bankruptcy case number, and the last four digits of its federal tax identification number is provided in Exhibit 2.

<sup>3</sup> ~~While the Debtors expect the Committee to support the Settlement embodied in this First Amended Plan, the Debtors were unable to obtain the consent of the Committee prior to filing this First Amended Plan. The Debtors intend to file a Second Amended Plan of Liquidation with the Committee as plan proponents in the near future.~~

<sup>4</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in Exhibit 1.

<sup>5</sup> The Debtors will file the Plan Support Agreement with the Bankruptcy Court as soon as practicable.

limited to the Sexual Misconduct Claims, shall be resolved, released, discharged, and enjoined. In summary, Tort Claims include and are treated as follows:

- (1) **Sexual Misconduct Claims:** Sexual Misconduct Claims are Tort Claims that relate directly or indirectly to the alleged or actual sexual misconduct of Harvey Weinstein and shall be (a) *permanently channeled* to the Sexual Misconduct Claims Fund and administered in accordance with the Sexual Misconduct Claims Fund Procedures<sup>6</sup> in *full satisfaction, discharge, and release* of any and all such Sexual Misconduct Claims, and (b) *permanently enjoined and released* against the Released Parties pursuant to the Bankruptcy Injunctions and Releases set forth in the ~~First Amended~~ Plan and the Plan Support Agreement; *provided, however*, that after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. ~~In the event the~~ The Claims review and determination process to establish the Liquidated Value of Sexual Misconduct Claims ~~Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from~~ summarized below and fully set forth in the Sexual Misconduct Claims Fund, ~~and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims~~ Procedures (attached hereto as Exhibit 4).
- (2) **Other Tort Claims:** Tort Claims that are not Sexual Misconduct Claims shall (a) recover solely, if Allowed, from the Liquidation Trust in *full satisfaction, discharge, and release* of any and all such Tort Claims in accordance with the Liquidation Trust Agreement, and (b) be *permanently enjoined and released* against the Released Parties pursuant to the Bankruptcy Injunctions and Releases set forth in the ~~First Amended~~ Plan and the Plan Support Agreement. Such Tort Claims will be part of Class 5 (General Unsecured Claims) and will recover ratably with all Allowed General Unsecured Claims.

The Released Parties are (i) the Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, the Former Representatives and the Insurance Companies; (ii) professionals of firms specified in Schedule 1 to this ~~First Amended~~ Plan; and (iii) each such persons' or entities' current and former officers, directors and board representatives,

<sup>6</sup> ~~The Debtors will file the Sexual Misconduct Claims Fund Procedures with the Bankruptcy Court as soon as practicable.~~

predecessors, successors, assigns, insiders, subsidiaries, Affiliates, principals, equity holders, members, trustees, partners, managers, employees, agents, members of any boards or similar bodies of such persons, advisory board members, financial advisors, attorneys, insurers, reinsurers, accountants, investment bankers, consultants, representatives, and other professionals, and such persons' respective heirs, executors, estates, and nominees, in each case, in their capacity as such, or any other person who rendered services for, or provided goods to, any of the Debtors, with respect to liability for the actions or inactions of the Former Representatives, the Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, or the Insurance Companies; *provided, however*, those persons or entities who fall within subparagraph (iii) (other than persons or entities specified in subparagraphs (i) and (ii)) are not released with respect to their own actions related to Sexual Misconduct Claims, regardless of their relationship with the Former Representatives, the Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, or the Insurance Companies, to the extent such action constitutes aiding, abetting or conspiracy to prevent the disclosure of or to cover up any Sexual Misconduct Claim (each a "Non-Released Party").<sup>7-6</sup> ***The definition of Released Parties does not include Harvey Weinstein.***

Further, all Holders of Claims or Interests will release the Released Parties pursuant to Section 7 of the ~~First Amended~~ Plan irrespective of how such Holders vote on the ~~First Amended~~ Plan. Notwithstanding the foregoing, the Debtors and the Former Representatives shall retain any and all rights against the Insurance Companies with respect to any Claims or Interests that are not permanently released, discharged, or enjoined pursuant to ~~Sections~~Section 5 and Section 7 of the ~~First Amended~~ Plan.

To effectuate the foregoing, the ~~First Amended~~ Plan provides for, *inter alia*, the establishment of (i) a Sexual Misconduct Claims Fund for the payment and satisfaction of the Sexual Misconduct Claims (Class 4) and (ii) a Liquidation Trust for the payment and satisfaction of all Claims (except Claims in Class 4). The ~~Debtors~~Plan Proponents will seek to confirm the ~~First Amended~~ Plan pursuant to section 105(a) and other sections of the Bankruptcy Code to consummate the comprehensive Settlement embodied herein, including through the Sexual Misconduct Claims Fund and the Liquidation Trust. The ~~Debtors~~Plan Proponents will only seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code, and notwithstanding the ~~Debtors~~Plan Proponents' rights under sections 1129(a) and 1129(b) of the Bankruptcy Code, the ~~Debtors~~Plan Proponents will not seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to reject the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code. ***Section 105(a) of the Bankruptcy Code and other sections of the Bankruptcy Code authorize the Bankruptcy Court to enter a "channeling injunction" pursuant to which the Sexual Misconduct Claims are forever channeled to the Sexual Misconduct Claims Fund, except that Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction. Following the issuance of the Channeling Injunction in accordance with the Confirmation***

<sup>7-6</sup> As specified in Exhibit 1, § 1.55, AIG Europe Limited and AIG Europe SA are not Insurance Companies and as such, AIG Europe Limited and AIG Europe SA are not Released Parties.



*Order, any and all Holders of Sexual Misconduct Claims shall be permanently enjoined from seeking satisfaction of their Sexual Misconduct Claims against the Debtors or any other Released Party or the property of any such Released Party. The contributions of the Released Parties and Harvey Weinstein, directly or indirectly, to the Sexual Misconduct Claims Fund are expressly conditioned upon entry of a Final Order approving the Channeling Injunction and confirming the ~~First Amended Plan~~.*

## **SECTION 1. ~~SECTION 1.~~ PLAN CONSTRUCTION**

**1.1. Rules of Interpretation.** Unless otherwise specified, all section or exhibit references in this ~~First Amended Plan~~ are to the respective section in, or exhibit to, this ~~First Amended Plan~~, as the same may be amended, supplemented, waived, or modified from time to time. A term used herein that is not defined herein or in the exhibits shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to this ~~First Amended Plan~~. The headings in this ~~First Amended Plan~~ are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, any reference in this ~~First Amended Plan~~ to an existing document, exhibit, or schedule means such document, exhibit, or schedule as it may have been amended, restated, revised, supplemented, or otherwise modified. If a time or date is specified for any payments or other Distribution under this ~~First Amended Plan~~, it shall mean on or as soon as reasonably practicable thereafter.

**1.2. Controlling Document.** In the event of any conflict, ambiguity, or inconsistency between any term or provision of the ~~First Amended Plan~~ and the ~~First Amended~~ Disclosure Statement, the term or provision of the ~~First Amended Plan~~ shall control in all respects. In the event of any conflict, ambiguity, or inconsistency between any term or provision of the ~~First Amended Plan~~, the Plan Support Agreement, the Sexual Misconduct Claims Fund Procedures or the Liquidation Trust Agreement, the term or provision of the ~~First Amended Plan~~ shall control in all respects. In the event of any inconsistency or ambiguity between any provision of any of the foregoing documents, and any provision of the Confirmation Order, the Confirmation Order shall control and take precedence.

## **SECTION 2. ~~SECTION 2.~~ PAYMENT OF ADMINISTRATIVE EXPENSES**

**2.1. General.** Subject to the Bar Date provisions set forth in Section 2.3 of the ~~First Amended Plan~~, unless otherwise agreed to by the Liquidation Trustee and the Holder of a particular Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim shall receive Cash equal to the unpaid portion of such Allowed Administrative Expense Claim on the later of (a) the Effective Date or as soon thereafter as is reasonably practicable, and (b) such other date as is mutually agreed upon by the Liquidation Trustee and the Holder of such Claim. All Allowed Administrative Expense Claims against the Debtors shall be satisfied solely out of the Liquidation Trust. ~~All, including all~~ Allowed Administrative Expense Claims of Bankruptcy Professionals ~~shall be satisfied solely out;~~ provided, however, that while the Plan Proponents' estimates and analyses (as of the date of the Plan) reflect that the Liquidation Trust Assets will be sufficient to satisfy all Administrative Expense Claims in full in Cash, in the event the Liquidation Trust Assets are insufficient to satisfy all Allowed Administrative Expense Claims in full in Cash, the Plan Proponents reserve the right to transfer part of the Sexual

Misconduct Claims Fund to the Liquidation Trust only in the amount necessary for the Liquidation Trust to satisfy all Administrative Expense Claims in full in Cash.

**2.2. Payment of United States Trustee Fees.** All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on the earlier of when due or the Effective Date, or as soon thereafter as practicable. From and after the Effective Date, the Liquidation Trust shall be liable for and shall pay the fees assessed against the Debtors' estate under 28 U.S.C. § 1930 until entry of a final decree closing the Chapter 11 Cases. In addition, the Liquidation Trustee shall file post-confirmation quarterly reports in conformity with the United States Trustee guidelines, until entry of an order closing or converting the Chapter 11 Cases.

**2.3. Bar Date for Administrative Expense Claims.** Pursuant to the *Order (I) Establishing Deadlines for Filing Proofs of Claim, (II) Establishing Deadlines for Filing Requests for Payment of Postpetition Administrative Expenses, (III) Approving Form and Notice Thereof, and (IV) Granting Related Relief* (Dkt. No. 1890) (the "Initial Bar Date Order"), February 15, 2019 was the deadline for filing Administrative Expense Claims through December 31, 2018 (the "Initial Administrative Claims Bar Date"). Confirmation of the ~~First Amended~~ Plan shall establish, and the Confirmation Order shall be the order establishing, a supplemental bar date for Administrative Expense Claims in the Chapter 11 Cases incurred after December 31, 2018. The deadline for filing additional Administrative Expense Claims shall be the first Business Day that is at least 45 days after the Effective Date (the "Supplemental Administrative Claims Bar Date") unless a later date is otherwise approved or such time is extended by the Bankruptcy Court. Objections to timely filed requests for allowance of Administrative Expense Claims must be filed and served no later than 30 days after the Supplemental Administrative Claims Bar Date.

### **SECTION 3. ~~SECTION 3.~~ CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

**3.1. General Settlement of Claims.** Pursuant to section 1123 of the Bankruptcy Code and in consideration for the classification, distribution, releases, and other benefits under the ~~First Amended~~ Plan, on the Effective Date, the provisions of the ~~First Amended~~ Plan shall constitute a good faith compromise of all Claims, Interests, and controversies resolved pursuant to the ~~First Amended~~ Plan.

**3.2. Bar Date for Claims (other than Administrative Expense Claims).** Pursuant to the Initial Bar Date Order, February 15, 2019 was the deadline for filing a proof of Claim for all Claims except (i) Administrative Expense Claims that arose after December 31, 2018, and (ii) Tort Claims.<sup>8-7</sup> On ~~{●}~~ September 9, 2020, the Bankruptcy Court entered the ~~{Order}~~ (I) Establishing Deadlines for Filing Proofs of Claim Solely With Respect To Tort Claims, (II) Approving Form and Manner of Notice Thereof, and (III) Granting Related Relief (Dkt. No. 2966), which set ~~{●}~~ October 31, 2020 as the deadline for filing a proof of claim for Tort Claims (the "Tort Claims Bar Date").

<sup>8-7</sup> Tort Claims as defined herein are defined as Harassment Claims in the Initial Bar Date Order. (Dkt. No. 1890 at 6- 7), and the definitions of Tort Claims and Harassment Claims are substantively the same. The "Tort Claims" nomenclature has been adopted and used in the ~~First Amended~~ Plan and the Plan Documents.



**3.3. General Rules of Classification.** The ~~First-Amended~~ Plan: (i) divides Holders of Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims, Other Priority Claims, Secured Tax Claims, Sexual Misconduct Claims, General Unsecured Claims, Intercompany Claims and Interests into different groups and Classes based on their legal rights and interests, (ii) provides for satisfaction of Sexual Misconduct Claims from the Sexual Misconduct Claims Fund, and (iii) provides for the satisfaction of Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims, Other Priority Claims, Secured Tax Claims and General Unsecured Claims (including other Tort Claims) from the Liquidation Trust, and (iv) provides for the cancellation and termination of Intercompany Claims and Interests.

Sections 3.7, 3.8, and 3.9 of the ~~First-Amended~~ Plan describe the categories of Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims, all of which are not classified. This Section 3 of the ~~First-Amended~~ Plan classifies Claims and Interests, for all purposes, including voting, confirmation, and distributions under the ~~First-Amended~~ Plan. A Claim or Interest is classified in a particular Class only to the extent the Claim or Interest falls within the Class description. To the extent part of the Claim or Interest falls within a different Class description, the Claim or Interest is classified in that different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

Pursuant to Section ~~14.1~~12.1 below, and for the reasons set forth in the ~~First-Amended~~ Disclosure Statement, the ~~First-Amended~~ Plan provides for the substantive consolidation of the Estates into a single Estate for all purposes associated with confirmation and consummation. As a result of the substantive consolidation of the Estates, each Class of Claims and Interests will be treated as against a single consolidated Estate without regard to the separate identification of the Debtors, and all Claims filed against more than one Debtor either on account of joint and several liability or on account of the same debt shall be deemed a single Claim against the consolidated Estates; *provided, however*, in the event the Bankruptcy Court does not approve the substantive consolidation of the Estates, each Class of Claims and Interests will be subdivided by Estate and each Estate's assets will be distributed to the Holders of Allowed Claims in accordance with the absolute priority rule as set forth in this ~~First-Amended~~ Plan.

**3.4. Summary of Treatment of Claims and Interests.** The following table summarizes the classification and treatment of the Classes of Claims and Interests under the ~~First-Amended~~ Plan.

CLASS	DESCRIPTION	IMPAIRED / UNIMPAIRED	ENTITLED TO VOTE
Class 1	Other Priority Claims	Unimpaired	No - Deemed to Accept
Class 2	Secured Tax Claims	Unimpaired	No – Deemed to Accept
Class 3	Secured Claims	Unimpaired	No - Deemed to Accept
Class 4	Sexual Misconduct Claims	Impaired	Yes
Class 5	General Unsecured Claims (including other Tort Claims)	Impaired	Yes

CLASS	DESCRIPTION	IMPAIRED / UNIMPAIRED	ENTITLED TO VOTE
Class 6	Intercompany Claims	Impaired	No – Deemed to Reject
Class 7	Interests	Impaired	No - Deemed to Reject

**3.5. Postpetition Interest on Claims.** Except as required by applicable bankruptcy law, postpetition interest shall not accrue or be payable on account of any Claim.

**3.6. Full Satisfaction of Claims.** The treatment in the ~~First Amended~~ Plan is in full and complete satisfaction of all of the legal, contractual, and equitable rights that each Holder of an Allowed Claim or an Allowed Interest may have in or against the Debtors or their property. Except as provided in the ~~First Amended~~ Plan, this treatment supersedes and replaces any agreements or rights those Holders have in or against the Debtors or their property.

**EXCEPT AS SPECIFICALLY SET FORTH IN THE PLAN, NO DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON ACCOUNT OF ANY ADMINISTRATIVE EXPENSE CLAIM, PROFESSIONAL FEE CLAIM, OR CLAIM THAT IS NOT ALLOWED.**

### **3.7. Administrative Expense Claims**

**3.7.1. ~~3.7.1~~ Treatment.** Except as otherwise provided in Section 3.7.2 of the ~~First Amended~~ Plan, or to the extent that a Holder of an Allowed Administrative Expense Claim agrees to different treatment with the Debtors or Liquidation Trustee, each Holder of an Allowed Administrative Expense Claim shall receive Cash solely from the Liquidation Trust in an amount equal to the unpaid amount of such Allowed Administrative Expense Claim on the later of the Effective Date or the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is reasonably practicable; *provided, however,* that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors or liabilities arising under obligations incurred by the Debtors prior to the Effective Date, shall be paid by the Debtors, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions, including, but not limited to, any applicable orders of the Bankruptcy Court. In addition, Allowed Administrative Expense Claims of the United States Trustee for statutory fees under 28 U.S.C. § 1930 incurred prior to the Effective Date shall be paid solely from the Liquidation Trust on the Effective Date by the Debtors, and thereafter, as such fees may thereafter accrue and be due and payable, by the Liquidation Trustee in accordance with the applicable schedule for payment of such fees.

**3.7.2. ~~3.7.2~~ Administrative Expense Claims Bar Date.** To be eligible to receive Distributions under the ~~First Amended~~ Plan on account of an Administrative Expense Claim that is not otherwise Allowed by the ~~First Amended~~ Plan, a request for payment of an Administrative Expense Claim must have been or be filed with the Bankruptcy Court on or before the Initial Administrative Expense Claims Bar Date or the Supplemental Administrative Expense Claims Bar Date, as applicable, or such other date as may be agreed to by the Liquidation Trustee. Any

Administrative Expense Claims that are not asserted in accordance herewith and with Section 3.7.1 of the ~~First Amended~~ Plan shall be deemed disallowed under the ~~First Amended~~ Plan and shall be forever barred against the Debtors, their Estates, the Liquidation Trust, or any of their Assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup, or recover such Claim.

**3.8. Professional Fee Claims.** Each Bankruptcy Professional requesting compensation for services rendered and reimbursement for expenses incurred during the period from the Petition Date through the Effective Date must (i) file and serve a properly noticed final fee application by no later than 45 days after the Effective Date and (ii) be paid solely from the Liquidation Trust (a) the full unpaid amount as is Allowed by the Bankruptcy Court within 7 days after the date that such Claim is Allowed by Order of the Bankruptcy Court or (b) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Liquidation Trustee. Any Professional Fee Claim that is not asserted in accordance with this Section 3.8 shall be deemed disallowed under this ~~First Amended~~ Plan and shall be forever barred against the Debtors, the Estates, the Liquidation Trust, or any of their Assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup, or recover such Claim. Any Holder of a Claim or Interest (or their representative, including, but not limited to, the Committee) may object to the allowance of Professional Fee Claims, but the Liquidation Trustee may not.

**3.9. Priority Tax Claims.** Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a different treatment of such Claim, each Holder of an Allowed Priority Tax Claim, if any such Claim exists, shall receive Cash solely from the Liquidation Trust in an amount equal to the unpaid portion of such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the date that is 90 calendar days after the Effective Date.

### **3.10. Class 1: Other Priority Claims**

**3.10.1. ~~3.10.1~~ Classification.** Class 1 consists of all Allowed Other Priority Claims against any of the Debtors that are specified as having priority in section 507(a) of the Bankruptcy Code if any such Claims exist as of the Effective Date.

**3.10.2. ~~3.10.2~~ Treatment.** Except to the extent that a Holder of an Allowed Other Priority Claim against any of the Debtors has agreed to a different treatment of such Claim, each such Holder shall receive, in full and final satisfaction, settlement, release, and discharge of each such Allowed Other Priority Claim, Cash solely from the Liquidation Trust in an amount equal to such Allowed Other Priority Claim, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date the Other Priority Claim becomes an Allowed Claim, and (iii) the date for payment provided by any agreement or arrangement between the applicable Debtor or the Liquidation Trustee and the Holder of the Allowed Other Priority Claim against the applicable Debtor.

### **3.11. Class 2: Secured Tax Claims**

**3.11.1. ~~3.11.1~~ Classification.** Class 2 consists of all Allowed Secured Tax Claims against any of the Debtors that, absent the secured status of such Claim, would be entitled to

priority in right of payment under section 507(a) of the Bankruptcy Code if any such Claims exist as of the Effective Date.

**3.11.2. ~~3.11.2~~-Treatment.** Each Holder of an Allowed Secured Tax Claim against any of the Debtors shall receive, in full and final satisfaction, settlement, release, and discharge of each such Allowed Secured Tax Claim, Cash solely from the Liquidation Trust in an amount equal to such Allowed Secured Tax Claim, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date the Secured Tax Claim becomes an Allowed Claim, and (iii) the date for payment provided by any agreement or arrangement between the applicable Debtor or the Liquidation Trustee and the Holder of the Secured Tax Claim. The applicable Debtor and the Liquidation Trustee (after the Effective Date) specifically reserve the right to challenge the validity, nature, and perfection of, and to avoid, pursuant to the provisions of the Bankruptcy Code and other applicable law, any purported liens relating to the Secured Tax Claims.

### **3.12. Class 3: Secured Claims**

**3.12.1. ~~3.12.1~~-Classification.** Class 3 consists of all Allowed Secured Claims, other than Allowed Secured Tax Claims.

**3.12.2. ~~3.12.2~~-Treatment.** On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Secured Claim will receive, at the election of the Liquidation Trustee, one of the following treatments in full satisfaction of its Allowed Secured Claim:

- (1) The Liquidation Trustee will convey to the Holder of the Allowed Secured Claim the collateral in which such Holder has a security interest;
- (2) The Liquidation Trustee will pay to the Holder of the Allowed Secured Claim, up to the amount of such Allowed Secured Claim, any net proceeds actually received from the sale or disposition of the collateral in which such Holder has a security interest;
- (3) Provided there is Distributable Cash on hand, the Liquidation Trustee will pay Cash to the Holder of the Allowed Secured Claim in the amount of such Allowed Secured Claim;
- (4) Such other distributions or treatment that are necessary to leave the rights of the Holder of the Allowed Secured Claim unimpaired or that are necessary to otherwise satisfy the requirements of Chapter 11 of the Bankruptcy Code; or
- (5) Such other and less favorable distributions or treatments as may be agreed upon by and between the Holder of the Allowed Secured Claim and the Liquidation Trustee.

The Liquidation Trustee may, in his or her discretion, select which of these treatments each Holder of an Allowed Secured Claim will receive and any Cash payments to such Holders

will be paid solely from the Liquidation Trust. The Liquidation Trustee shall have until the later of (a) the Effective Date and (b) 90 days after a Class 3 Claim has become an Allowed Secured Claim to elect which treatment to provide to such Holder of an Allowed Secured Claim. Notwithstanding the foregoing, any agreement between a Holder of an Allowed Secured Claim and the Debtors approved by the Bankruptcy Court prior to the Effective Date shall remain in full force and effect.

### 3.13. Class 4: Sexual Misconduct Claims

**3.13.1. ~~3.13.1~~ Classification.** Class 4 consists of the Sexual Misconduct Claims.

**3.13.2 Treatment.** On the Effective Date, pursuant to the terms and conditions of the ~~First Amended~~ Plan, (i) all Sexual Misconduct Claims shall be *released* as against the Released Parties pursuant to the terms and conditions of the ~~First Amended~~ Plan; and (ii) the Sexual Misconduct Claims Fund shall be administered, processed, settled, resolved, liquidated, satisfied, and distributed in accordance with the terms of the ~~First Amended~~ Plan, the Plan Support Agreement, and the Sexual Misconduct Claims Fund Procedures; ~~and (iii) in.~~

Under the Sexual Misconduct Claims Fund Procedures, the Sexual Misconduct Claims Examiner will review each Sexual Misconduct Claim and the documents and statements offered in support of such Claims to determine a Point Award for such Claims. At the event conclusion of the Claims review and determination process, the Sexual Misconduct Claims Fund will be divided by the total of the Point Awards to establish the value of each point (the "Point Value"). The Point Value will be multiplied by the Point Award for each Sexual Misconduct Claim to calculate the monetary amount of (i.e. the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims,) to be awarded to each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund.

After a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures and the Liquidated Value is determined, Holders of ~~such~~ Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. ~~In the event the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

Pursuant to the Channeling Injunction, all Sexual Misconduct Claims shall be *permanently channeled* to the Sexual Misconduct Claims Fund, and such Sexual Misconduct

Claims may thereafter be asserted exclusively against the Sexual Misconduct Claims Fund and resolved (including, determining the recovery amount, if any, of each Sexual Misconduct Claim and the timing of the payment thereof) in accordance with the Sexual Misconduct Claims Fund Procedures established by Order of the Bankruptcy Court, except that Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction. In the event a Holder of a Sexual Misconduct Claim does not affirmatively elect to release Harvey Weinstein and such Holder obtains any judgment against Harvey Weinstein arising out of, related to or connected to their Sexual Misconduct Claims, such Holder may seek to enforce, collect or otherwise recover on such judgment by any manner or means, whether directly or indirectly, from either Harvey Weinstein or the Insurance Companies (as applicable), provided, however, if such Holder seeks to enforce, collect or otherwise recover the judgment from the Insurance Companies, Harvey Weinstein shall not seek coverage from the Insurance Companies for such judgment; provided further, that (i) with respect to such Holder's non-released Sexual Misconduct Claims against Harvey Weinstein, the Insurance Companies reserve their rights to contest coverage, and (ii) nothing in this paragraph shall be read to expand or alter the terms, conditions and provisions of any Insurance Policies.

Pursuant to the terms of this ~~First Amended~~ Plan and the Confirmation Order, Holders of all Sexual Misconduct Claims are *permanently enjoined* from filing any future litigation, Claims, or causes of action arising out of Sexual Misconduct Claims against any of the Released Parties (or any of their respective property), and may not proceed in any manner against any of the Released Parties (or any of their respective property) in any forum whatsoever, including, without limitation, any state, federal, or foreign court or administrative or arbitral forum, and are required to pursue their Sexual Misconduct Claims solely against the Sexual Misconduct Claims Fund pursuant to the Sexual Misconduct Claims Fund Procedures.

Holders of Sexual Misconduct Claims are not entitled to receive distributions or other payment of funds from any portion of the Settlement Amount other than the Sexual Misconduct Claims Fund on behalf of, related to, or with respect to, such Sexual Misconduct Claims, nor shall such Holders receive any other distributions whatsoever under the ~~First Amended~~ Plan on behalf of, related to, or with respect to their Sexual Misconduct Claims.

Holders of Sexual Misconduct Claims are Impaired and are entitled to vote on the ~~First Amended~~ Plan.

The female former employees of the Debtors whose interests are covered by the NYOAG Lawsuit are (i) Holders of Sexual Misconduct Claims; (ii) permitted to recover from the Sexual Misconduct Claims Fund; and (iii) entitled to vote on the ~~First Amended~~ Plan as members of Class 4. The NYOAG is not a Holder of any Claims or Interests in an individual or institutional capacity, and is not entitled to vote on the ~~First Amended~~ Plan nor to receive any distributions under the ~~First Amended~~ Plan. The NYOAG is also not eligible to vote on the ~~First Amended~~ Plan on behalf of any female former employees covered by the NYOAG Lawsuit, nor is the NYOAG eligible to recover from the Sexual Misconduct Claims Fund on behalf of female former employees covered by the NYOAG Lawsuit. On the Effective Date, the NYOAG shall



release all of the Sexual Misconduct Claims brought in a representative capacity and any future Sexual Misconduct Claims against the Released Parties the NYOAG could bring in an individual or representative capacity (and such release shall be in a form and substance reasonably acceptable to the Settlement Parties), *provided, however*, the NYOAG may in its discretion elect to continue with its pending action against Harvey Weinstein (but not any Released Party) in a representative capacity on behalf of Holders of Sexual Misconduct Claims who are covered by the NYOAG Lawsuit and do not affirmatively elect to release Harvey Weinstein.

### 3.14. Class 5: General Unsecured Claims

**3.14.1. ~~3.14.1~~–Classification.** Class 5 consists of all General Unsecured Claims (including other Tort Claims). To the extent the Court does not approve the substantive consolidation of the Debtors, the treatment described below will apply to each Class for each of the Debtors.

**3.14.2. ~~3.14.2~~–Treatment.** Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a different treatment of such Claim, in *full and final satisfaction, settlement, release, and discharge* of the Allowed General Unsecured Claims against each of the Debtors, each Holder of an Allowed General Unsecured Claim will receive its Pro Rata share of the Distributable Cash from the Liquidation Trust as soon as practicable as determined by the Liquidation Trustee in accordance with the Liquidation Trust Agreement; *provided, however*, that each Holder of an Allowed General Unsecured Claim against more than one Debtor shall be entitled to a single distribution on account of each Claim that arises out of the same facts and circumstances regardless of the number of Debtors against which the Claim is asserted. The Liquidation Trustee reserves its rights to dispute the validity of any General Unsecured Claim, whether or not objected to prior to the Effective Date.

Holders of Allowed General Unsecured Claims are Impaired and are entitled to vote on the ~~First Amended~~ Plan.

**3.15. Class 6: Intercompany Claims Against the Debtors.** Class 6 consists of all Intercompany Claims against the Debtors. On the Effective Date, Intercompany Claims against the Debtors shall not be entitled to any Distribution under the ~~First Amended~~ Plan and such claims shall be cancelled and discharged on the Effective Date.

Holders of Intercompany Claims will receive no Distributions under the ~~First Amended~~ Plan in respect of such Intercompany Claims, are not entitled to vote on the ~~First Amended~~ Plan, and are deemed to have rejected the ~~First Amended~~ Plan.

**3.16. Class 7: Interests in the Debtors.** Class 7 consists of all Interests in the Debtors. All Interests in the Debtors shall be cancelled and terminated on the Effective Date of the ~~First Amended~~ Plan.

Holders of Interests will receive no Distributions under the ~~First Amended~~ Plan in respect of such Interests, are not entitled to vote on the ~~First Amended~~ Plan, and are deemed to have rejected the ~~First Amended~~ Plan.

**SECTION 4. ~~SECTION 4.~~ DISTRIBUTIONS UNDER THE PLAN**

**4.1. Timing of Distributions Under The ~~First Amended~~ Plan.** Any Distribution to be made pursuant to the ~~First Amended~~ Plan shall be deemed to have been timely made if made within fourteen (14) calendar days of the time specified in the ~~First Amended~~ Plan.

**4.2. Manner of Payment Under the ~~First Amended~~ Plan.** Unless the Entity receiving a payment agrees otherwise, any payment in Cash to be made under the ~~First Amended~~ Plan shall be made by check drawn on a domestic bank, or by wire transfer from a domestic bank.

**4.3. Withholding of Taxes.** The Liquidation Trustee shall distribute the assets and property of the Liquidation Trust in accordance with the terms of the ~~First Amended~~ Plan. To the extent required by applicable law, the Liquidation Trustee shall withhold from the Liquidation Trust any assets or property which must be withheld for foreign, federal, state and local taxes payable with respect thereto or payable by the Entity entitled to such assets to the extent required by applicable law. The Debtors, the Estates and the Liquidation Trustee shall not have the authority to or be responsible for any withholding of taxes applicable to Distributions other than the Distributions of assets and property of the Liquidation Trust.

**4.4. Unclaimed Distributions.** Any Cash, assets, and other property to be distributed under the ~~First Amended~~ Plan that cannot be delivered to the Entity entitled thereto (including by an Entity's failure to negotiate a check issued to such Entity) before the later of (a) one year after the Effective Date, (b) if the applicable Entity's Claim has been objected to, six months after an order allowing such Entity's Claim becomes a Final Order, or (c) six months after the time period for objecting to Claims has lapsed and no objection has been lodged, shall become vested in, and shall be transferred to, the Liquidation Trust notwithstanding state or other escheat or similar laws to the contrary, and in accordance with the Liquidation Trust Agreement, any such Cash, assets or other property shall be shared ratably amongst the Holders of Allowed Claims who previously accepted distributions from the Liquidation Trust. In such event, such Entity's Claim shall no longer be deemed to be Allowed and such Entity shall be deemed to have waived its rights to such payments or Distributions under the ~~First Amended~~ Plan pursuant to section 1143 of the Bankruptcy Code, shall have no further Claim in respect of such Distribution, and shall not participate in any further Distributions under the ~~First Amended~~ Plan with respect to such Claim. Nothing in this Section 4.4 shall govern unclaimed distributions from the Sexual Misconduct Claims Fund, as the distribution of the Sexual Misconduct Claims Fund shall be handled in accordance with the Sexual Misconduct Claims Fund Procedures.

**4.5. Transferability of Liquidation Trust Interests.** The beneficial interests in the Liquidation Trust shall not be transferable or assignable except by will, intestate succession, or operation of law.

**4.6. Fractional Cents.** Notwithstanding anything to the contrary contained herein, no Cash payments of fractions of cents will be made. Fractional cents shall be rounded to the nearest whole cent (with ½ cent or less to be rounded down).

**4.7. Delivery of Distributions in General.** Distributions to Holders of Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims, Other Priority Claims and



General Unsecured Claims shall be made from the Liquidation Trust in accordance with the terms to the ~~First Amended~~ Plan. Distributions to Holders of Sexual Misconduct Claims shall be made from the Sexual Misconduct Claims Fund in accordance with the terms of the Sexual Misconduct Claims Fund Procedures.

Distributions to Holders of Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims, Other Priority Claims, General Unsecured Claims, and Sexual Misconduct Claims shall be made to the address of the Holder of such Claim as indicated on the records of the Debtors, or if a proof of claim has been filed, to the address on the proof of claim, unless the Liquidation Trustee or the Sexual Misconduct Claims ~~Fund Administrator~~ Examiner is instructed otherwise by a signed writing from the Holder of such Allowed Claim.

**4.8. Minimum Distribution Amount.** Notwithstanding anything to the contrary contained herein, no Cash payments of \$100 or less will be made.

**4.9. Treatment of Contingent and Disputed Claims.** Holders of Contingent and Disputed Claims shall be paid from the Liquidation Trust only after such Claims have become fixed and/or liquidated. No interest shall be paid on account of Contingent and Disputed Claims except as provided in section 506(b) of the Bankruptcy Code. Any Contingent and Disputed Claims that have not become fixed or liquidated on or before two years after the Effective Date shall be deemed waived, disallowed, and expunged unless the Holder of such Claim has, on or before two years following the Effective Date, filed a request with the Bankruptcy Court requesting estimation of such Claim for purposes of allowance pursuant to section 502(c) of the Bankruptcy Code. After the later of two years following the Effective Date and the entry of Final Orders on any timely filed requests for estimation no cash reserves will be held for Contingent and Disputed Claims and any funds previously held for such purposes may be distributed to the Holders of Allowed Claims.

**4.10. Estimation of Contingent and Disputed Claims.** The Debtors or the Committee (before the Effective Date) or the Liquidation Trustee (on or after the Effective Date) may, at any time, and from time to time, request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors, the Committee, or the Liquidation Trustee may pursue supplementary proceedings to object to the allowance of such Claim; *provided, however*, the Liquidation Trustee may elect not to pursue such supplementary proceedings, instead electing to treat such maximum amount as the Allowed amount of such Claim.

**4.11. Objections to Claims.** The ~~First Amended~~ Plan and the Confirmation Order shall be deemed to constitute an objection by the Debtors to the allowance of all Claims (other than

Professional Fee Claims) filed against the Debtors in these Chapter 11 Cases. On and after the Effective Date and in accordance with the Liquidation Trust Agreement, the Liquidation Trustee shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to the allowance of Claims (other than Sexual Misconduct Claims or Professional Fee Claims) against the Debtors filed with the Bankruptcy Court without notice to Creditors or order of the Bankruptcy Court. On and after the Effective Date and in accordance with the Sexual Misconduct Claims Fund Procedures, the Sexual Misconduct Claims ~~Fund~~ Administrator/Examiner shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to the allowance of Sexual Misconduct Claims filed with the Bankruptcy Court without notice to Creditors or order of the Bankruptcy Court.

**4.12. Distributions to Holders of Claims.** Payments and distributions to each Holder of a Claim that is not an Allowed Claim, to the extent that such Claim ultimately becomes an Allowed Claim, shall be made in accordance with the ~~First-Amended~~ Plan, including the provisions governing the Class of Claims in which such Claim is classified. As soon as practicable after the date that any Claim is Allowed, in whole or in part, the Liquidation Trustee shall distribute to the Holder of such Claim any Cash that would have been distributed to such Holder if such Claim had been an Allowed Claim on the Effective Date. No distribution shall be made with respect to all or any portion of any Disputed Claim pending the entire resolution thereof. Distribution shall be made as soon as practicable with respect to any portion of a Contingent Claim that becomes fixed or liquidated. Nothing in this section shall affect the allowance, liquidation, or payment of Sexual Misconduct Claims, which shall be governed by Section 3.13 of the ~~First-Amended~~ Plan and the Sexual Misconduct Claims Fund Procedures.

**4.13. No Postpetition Interest.** Unless otherwise specifically provided for in the ~~First-Amended~~ Plan or the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid upon any Claim after the Effective Date, including on any Disputed Claim, in respect of the period from the Effective Date to the date a Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim.

## **SECTION 5. ~~SECTION 5.~~ THE SETTLEMENT EMBODIED IN PLAN**

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the ~~First-Amended~~ Plan incorporates a proposed compromise and settlement of numerous inter-Debtor, Debtor-Creditor, and inter-Creditor issues designed to achieve an economic settlement of Claims against all of the Debtors and fair (under the circumstances) and efficient resolution of the Chapter 11 Cases. At the Confirmation Hearing, the Bankruptcy Court will determine whether to approve the Settlement as fair and equitable and within the bounds of reasonableness. If the Settlement is approved, the Confirmation Order shall constitute an order of the Bankruptcy Court, pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, approving the compromises and settlements contained in the ~~First-Amended~~ Plan and Plan Support Agreement.

**5.1. Incorporation of Plan Support Agreement.** The Plan Support Agreement is incorporated into the ~~First-Amended~~ Plan and will become effective on the Effective Date.

**5.2. Summary of Settlement.** Tort Claims have been alleged against certain of the Released Parties and Harvey Weinstein. Subject to the entry of the Confirmation Order approving the Settlement and the occurrence of the Effective Date, the Settlement provides mechanisms by which the universe of Tort Claims related directly or indirectly to the alleged misconduct of Harvey Weinstein, including, but not limited to the Sexual Misconduct Claims, shall be resolved, released, discharged, and enjoined.

As consideration for the Settlement, the Insurance Companies, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), are paying the aggregate amount of \$35,214,882.30 (the “Settlement Amount”), which is to be allocated as follows. Pursuant to the terms of the Plan Support Agreement, the Insurance Companies shall pay, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein): (i) the aggregate Cash amount of the Sexual Misconduct Claims Fund (\$17,064,525.30); (ii) the aggregate Cash amount to the Estates in the amount of the Liquidation Trust Settlement Payment (\$8,407,305.00); (iii) the aggregate Cash amount of the Former Representatives Defense Costs (\$9,743,052.00). ***The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein.*** In addition, the Insurance Companies, upon the Effective Date, shall be deemed to withdraw (or waive with the consent of the Committee) their proofs of claim filed against the Debtors.

~~As it pertains to the NYOAG, any Claims the NYOAG currently holds arise in its representative capacity for the People of the State of New York. The female former employees of the Debtors whose interests are covered by the NYOAG Lawsuit are (i) Holders of Sexual Misconduct Claims; (ii) permitted to recover from the Sexual Misconduct Claims Fund; and (iii) entitled to vote on the First Amended Plan as members of Class 4. The NYOAG is not a Holder of any Claims or Interests in an individual or institutional capacity, and is not entitled to vote on the First Amended Plan nor to receive any distributions under the First Amended Plan. The NYOAG is also not eligible to vote on the First Amended Plan on behalf of any female former employees covered by the NYOAG Lawsuit, nor is the NYOAG eligible to recover from the Sexual Misconduct Claims Fund on behalf of female former employees covered by the NYOAG Lawsuit. On the Effective Date, the NYOAG shall release all of the Sexual Misconduct Claims brought in a representative capacity and any future Sexual Misconduct Claims against the Released Parties the NYOAG could bring in an individual or representative capacity, provided, however, the NYOAG may in its discretion elect to continue with its pending action against Harvey Weinstein in a representative capacity on behalf of Holders of Sexual Misconduct Claims who are covered by the NYOAG Lawsuit and do not affirmatively elect to release Harvey Weinstein.~~

In exchange for the consideration discussed above, all Claims against the Released Parties will either be (i) ***permanently channeled*** to the Sexual Misconduct Claims Fund pursuant to the Channeling Injunction and the Released Parties shall receive the benefit of the Bankruptcy Injunctions (which shall include approval of the Channeling Injunction) and Releases, or (ii) ***permanently released, discharged, and enjoined*** pursuant to the ~~First Amended Plan~~ (and the

Plan Support Agreement) and the Released Parties shall receive the benefit of the Bankruptcy Injunctions and Releases set forth herein.

~~In addition, after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. In the event the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

The Settlement is expressly conditioned upon the Confirmation Order (which shall include the Channeling Injunction) becoming a Final Order.

**5.3. Global Escrow Agent.** The Insurance Companies shall pay, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), the Settlement Amount to an account controlled by the Global Escrow Agent in immediately available funds not later than ten (10) Business Days following occurrence of the Effective Date. Once payment of the Settlement Amount has been received by the Global Escrow Agent, the Global Escrow Agent shall promptly, and in any case no more than three (3) Business Days following receipt of the Settlement Amount, distribute by wire transfer the distributions described in this Section 5. Each Insurance Company will fund its applicable portion in respect of the Settlement Amount, as specified in Schedule 2 attached to this ~~First Amended~~ Plan.

**5.4. Sexual Misconduct Claims Fund.** From the Settlement Amount, \$17,064,525.30 shall be distributed by the Global Escrow Agent to an account controlled by the Sexual Misconduct Claims ~~Fund Administrator~~ Examiner who shall administer, process, settle, resolve, liquidate, satisfy, and distribute the Sexual Misconduct Claims Fund to Holders of Allowed Sexual Misconduct Claims in accordance with the Sexual Misconduct Claims Fund Procedures. In exchange for the Sexual Misconduct Claims Fund as well as additional consideration provided for in the ~~First Amended~~ Plan, such Sexual Misconduct Claims shall be (a) *permanently channeled* to the Sexual Misconduct Claims Fund and administered in accordance with the Sexual Misconduct Claims Fund Procedures in *full satisfaction, discharge, and release* of any and all such Sexual Misconduct Claims, and (b) *permanently enjoined and released* against the Released Parties pursuant to the Channeling Injunction in accordance with the terms of this ~~First Amended~~ Plan. The Sexual Misconduct Claims Fund will be used to pay: (a) administrative expenses of the Sexual Misconduct Claims Fund; (b) taxes on the Sexual Misconduct Claims Fund; (c) distributions to Holders of Sexual Misconduct Claims. The Sexual

Misconduct Claims Fund will not be used to pay any administrative expenses or taxes incurred relating to the Estates.

As it pertains to the NYOAG, any Claims the NYOAG currently holds arise in its representative capacity for the People of the State of New York. The female former employees of the Debtors whose interests are covered by the NYOAG Lawsuit are (i) Holders of Sexual Misconduct Claims; (ii) permitted to recover from the Sexual Misconduct Claims Fund; and (iii) entitled to vote on the Plan as members of Class 4. The NYOAG is not a Holder of any Claims or Interests in an individual or institutional capacity, and is not entitled to vote on the Plan nor to receive any distributions under the Plan. The NYOAG is also not eligible to vote on the Plan on behalf of any female former employees covered by the NYOAG Lawsuit, nor is the NYOAG eligible to recover from the Sexual Misconduct Claims Fund on behalf of female former employees covered by the NYOAG Lawsuit. On the Effective Date, the NYOAG shall release all of the Sexual Misconduct Claims brought in a representative capacity and any future Sexual Misconduct Claims against the Released Parties the NYOAG could bring in an individual or representative capacity (and such release shall be in a form and substance reasonably acceptable to the Settlement Parties), provided, however, the NYOAG may in its discretion elect to continue with its pending action against Harvey Weinstein (but not any Released Party) in a representative capacity on behalf of Holders of Sexual Misconduct Claims who are covered by the NYOAG Lawsuit and do not affirmatively elect to release Harvey Weinstein.

Under the Sexual Misconduct Claims Fund Procedures, the Sexual Misconduct Claims Examiner will review each Sexual Misconduct Claim and the documents and statements offered in support of such Claims to determine a Point Award for such Claims. At the conclusion of the Claims review and determination process, the Sexual Misconduct Claims Fund will be divided by the total of the Point Awards to establish the value of each point (the "Point Value"). The Point Value will be multiplied by the Point Award for each Sexual Misconduct Claim to calculate the monetary amount (i.e. the Liquidated Value) to be awarded to each Holder of Sexual Misconduct Claims.

After a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures **and the Liquidated Value is determined**, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their ~~Sexual Misconduct Claims. In the event the amount of the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~



For each Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein, 75% of the Liquidated Value ~~(with Pro Rata reductions applied if necessary)~~ of their Sexual Misconduct Claims shall be allocated to a reversionary fund for the benefit of the Allianz Insurance Companies, other than National Union Fire Insurance Company of Pittsburgh, Pa and the Chubb Insurance Companies. The Sexual Misconduct Claims Examiner shall revert 63% of reversionary fund to the Allianz Insurance Companies and 37% of the reversionary fund to the Chubb Insurance Companies. Distribution of the reversionary fund to the applicable Allianz Insurance Companies and the Chubb Insurance Companies shall occur ~~not at the same time and not~~ earlier than the initial distributions to Holders of Allowed Sexual Misconduct Claims from the Sexual Misconduct Claims Fund.

**5.5. Non-Released Parties' Contribution Claims.** In the event a Tort Claimant has initiated (or initiates in the future) an action against a Non-Released Party related to a Tort Claim, any recovery in such action (or a related action) against a Released Party shall be deemed completely satisfied based on the Released Party's (and/or such Released Party's Insurance Companies') contribution to the Settlement Amount, regardless of the jurisdiction in which the Tort Claimant brings the Tort Claim or the applicable law that governs such Tort Claim. On and after the Effective Date, all Claims for contribution (including Claims for contribution arising from, related to or connected to Tort Claims) held by a Non-Released Party shall be *permanently enjoined, discharged, and released* against all Released Parties.

**5.6. Liquidation Trust.** From the Settlement Amount, \$8,407,305.00 shall be distributed by the Global Escrow Agent to an account controlled by the Liquidation Trustee who shall manage the Liquidation Trust and distributions from the Liquidation Trust in accordance with the provisions of this ~~First Amended~~ Plan, the Plan Support Agreement and the Liquidation Trust Agreement. In consideration for the Liquidation Trust as well as the additional consideration provided for in the ~~First Amended~~ Plan, all Claims (other than the Sexual Misconduct Claims) against the Released Parties and Harvey Weinstein, shall (a) recover solely, if at all, from the Liquidation Trust in *full satisfaction, discharge, and release* of such Claims, and (b) all such Claims shall be *permanently enjoined and released* against the Released Parties pursuant to the Bankruptcy Injunctions and Releases set forth in the ~~First Amended~~ Plan and the Plan Support Agreement. ~~From the Liquidation Trust, \$1,112,305.52 shall be distributed to Seyfarth Shaw LLP in full satisfaction of any unpaid amounts for prepetition services rendered to the Debtors and no Settlement Party shall object to such distribution or to the allowance of Seyfarth Shaw LLP's \$1,112,305.52 Claim for such prepetition services.~~

**5.7. Former Representatives Defense Costs.** Pursuant to the terms and conditions of the ~~First Amended~~ Plan and the Plan Support Agreement, the Former Representatives have agreed, in consideration for the releases and injunctions contemplated hereunder and thereunder, to waive, in part, their entitlement to reimbursement of all defense costs and expenses as a priority to payment of any liability or settlement amount pursuant to the terms of the applicable Insurance Policies. As a result of such waiver, the Former Representatives shall be reimbursed \$9,743,052.00, an amount which, in the aggregate, approximates fifty percent (50%) of the fees and expenses incurred by the Former Representatives as of April 25, 2019 and for any other defense costs or expenses incurred by the Former Representatives after such date, the Former Representatives will be reimbursed zero percent (0%) of their fees and expenses. The Global Escrow Agent shall distribute the Former Representatives Defense Costs to an account controlled

by a representative selected by the Former Representatives, this representative shall distribute the funds to satisfy the defense costs incurred by the Former Representatives in connection with the defense of the applicable cases, and such distributions shall be made in accordance with the payment schedule held by Jed Melnick of ~~Weinstein~~-Melnick ~~ADR, LLP~~LLC. ***The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein.***

**5.8. Channeling Injunction.** From and after the Effective Date: (i) all Sexual Misconduct Claims against the Released Parties will be subject to the Channeling Injunction pursuant to section 105(a) of the Bankruptcy Code and the provisions of the ~~First Amended~~-Plan and the Confirmation Order, except that Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction; (ii) upon the funding of the Sexual Misconduct Claims Fund by the Insurance Companies on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), the Released Parties shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with the Sexual Misconduct Claims; (iii) if a Holder of a Sexual Misconduct Claim affirmatively elects to release Harvey Weinstein, Harvey Weinstein shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with such Holder's Sexual Misconduct Claims, *provided, however*, that nothing in the ~~First Amended~~-Plan shall preclude any action by the Settlement Parties to enforce the ~~First Amended~~-Plan, and nothing shall preclude any Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein from pursuing an action against him in another court of competent jurisdiction. Further, nothing in this Section 5.8 or the Channeling Injunction shall constitute or be deemed a waiver of any claim, right or Cause of Action connected to any Sexual Misconduct Claim by any Settlement Party against any Entity that is not a Released Party. The ~~Debtors~~Plan Proponents will only seek confirmation of the ~~First Amended~~-Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code. Accordingly, the Channeling Injunction shall be binding upon, and enforceable by its terms against, all Holders of Sexual Misconduct Claims, irrespective of whether any such Holder (i) has voted to accept the ~~First Amended~~-Plan or (ii) has agreed to be bound by the Channeling Injunction, in both cases, only because the Class consisting of the Holders of Sexual Misconduct Claims (Class 4) has voted to approve the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code. ***In order to supplement the injunctive effect of the Bankruptcy Injunctions, and pursuant to sections 105(a) of the Bankruptcy Code, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:***

**5.8.1. ~~5.8.1~~-Channeling Injunction Terms.** In order to (i) preserve and promote the Settlement and the ~~First Amended~~-Plan and (ii) supplement, where necessary, the effect of the injunctions and the releases described in Sections 7.2 and 7.3 of the ~~First Amended~~-Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons and Entities that (a) have held or asserted, or that hold or assert, or that may hold or assert in the future, any Sexual Misconduct Claims against the Released Parties, or any of them or (b) have affirmatively elected to release Harvey

Weinstein, each shall have recourse solely to the Sexual Misconduct Claims Fund and each shall be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery from any Released Party or Harvey Weinstein with respect to any Sexual Misconduct Claims, including, but not limited to:

- (1) ~~(1)~~—commencing or continuing, in any manner, whether directly or indirectly, any suit, actions or other proceedings of any kind with respect to any Sexual Misconduct Claim against any of the Released Parties or Harvey Weinstein or against the property of any of the Released Parties or Harvey Weinstein;
- (2) ~~(2)~~—enforcing, levying, attaching, collecting or otherwise recovering, by any manner or means, whether directly or indirectly, from any of the Released Parties or Harvey Weinstein, or the property of the Released Parties or Harvey Weinstein, any judgment, award, decree or other order with respect to any such Sexual Misconduct Claim against any of the Released Parties, Harvey Weinstein or any other person;
- (3) ~~(3)~~—creating, perfecting, or enforcing in any manner, whether directly or indirectly, any Lien of any kind relating to any Sexual Misconduct Claim against any of the Released Parties or Harvey Weinstein, or the property of any of the Released Parties or Harvey Weinstein;
- (4) ~~(4)~~—asserting, implementing or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any Sexual Misconduct Claim of any kind, whether directly or indirectly, against (i) any obligation due to any of the Released Parties or Harvey Weinstein, (ii) any of the Released Parties or Harvey Weinstein; or (iii) the property of any of the Released Parties or Harvey Weinstein; and
- (5) ~~(5)~~—taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents, with respect to any such Sexual Misconduct Claim.

**5.8.2. ~~5.8.2-Reservations.~~** Notwithstanding anything to the contrary in Section 5.8.1 of the ~~First Amended~~ Plan, this Channeling Injunction shall not enjoin or affect the rights of any persons or Entities to the treatment afforded to them under the ~~First Amended~~ Plan, including the right of Holders of Sexual Misconduct Claims to assert such Claims in accordance with the ~~First Amended~~ Plan and the Sexual Misconduct Claims Fund Procedures.

**5.8.3. ~~5.8.3-Modifications.~~** Notwithstanding an order by the Bankruptcy Court modifying this Channeling Injunction to comply with the Bankruptcy Code, the scope of this Channeling Injunction may not be amended, modified, or limited in any material respect without the prior consent of the Settlement Parties.



**5.8.4. ~~5.8.4~~—Authorization for Recognition and Enforcement of Channeling Injunction.** The Settlement Parties (and each of them) are authorized to take all necessary or appropriate actions, in accordance with the terms of this ~~First Amended~~ Plan and the agreements incorporated herein, to enforce, or otherwise have recognized, the Confirmation Order, the ~~First Amended~~ Plan, the Channeling Injunction, or any other related document, in any jurisdiction worldwide and without limitation, *provided, however*, the cost of such actions shall be borne by the party seeking enforcement or recognition unless otherwise provided in the ~~First Amended~~ Plan or the applicable Plan Document.

**5.9. Additional Documentation; Non-Material Modifications.** From and after the Effective Date, the Sexual Misconduct Claims ~~Fund Administrator~~ **Examiner**, Liquidation Trustee, and the Settlement Parties shall be authorized to enter into, execute, adopt, deliver and/or implement all contracts, leases, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the Settlement contained in this Section 5 without further Order of the Bankruptcy Court. Additionally, the Sexual Misconduct Claims ~~Fund Administrator~~ **Examiner**, Liquidation Trustee, and the Settlement Parties may make technical and/or immaterial alterations, amendments, modifications or supplements to the terms of any settlement contained in this Section 5, subject to Bankruptcy Court approval, *provided, however*, any such changes must be consistent with the terms of the Plan Support Agreement and the ~~First Amended~~ Plan, and the amendment or modification does not materially and adversely change the treatment of any Holder of an Allowed Claim without the prior written agreement of such Holder. A Class of Claims that has accepted the ~~First Amended~~ Plan shall be deemed to have accepted the ~~First Amended~~ Plan, as altered, amended, modified or supplemented under this Section 5.9, if the proposed alteration, amendment, modification or supplement does not materially and adversely change the treatment of the Claims within such Class. An Order of the Bankruptcy Court approving any amendment or modification made pursuant to this Section 5.9 shall constitute an Order in aid of consummation of the ~~First Amended~~ Plan and shall not require the re-solicitation of votes on the ~~First Amended~~ Plan.

## **~~SECTION 6.~~ SECTION 6—LIQUIDATION TRUST**

**6.1. Liquidation Trust.** The Liquidation Trust Agreement is incorporated into and made a part of the ~~First Amended~~ Plan.

**6.2. Establishment and Purpose of the Liquidation Trust.** On or before the Effective Date, the Debtors and the Liquidation Trustee shall execute the Liquidation Trust Agreement and shall have established the Liquidation Trust pursuant to the ~~First Amended~~ Plan. The Liquidation Trust shall be established for the primary purpose of Liquidation and distributing the assets transferred to it, in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the Liquidation purpose of the Liquidation Trust.

**6.3. Authority and Role of the Liquidation Trustee.** The authority and role of the Liquidation Trustee shall be in accordance with the provisions of the Liquidation Trust Agreement and the ~~First Amended~~-Plan. In furtherance of and consistent with the purpose of the Liquidation Trust Agreement and the ~~First Amended~~-Plan, solely for the purpose of carrying out the ~~First Amended~~-Plan and discharging the duties in the Liquidation Trust Agreement, the Liquidation Trustee shall be, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable State corporate law, appointed as the successor-in-interest to, and the representative of, the Estates for the retention, enforcement, settlement, or adjustment of all claims and rights, known and unknown, and all interests belonging to the Debtors or their Estates, which arose prior to the Effective Date, except in connection with any proceeding involving, relating to, or arising out of, in whole or in part, the Sexual Misconduct Claims, as set forth in Section ~~4.9~~4.12 of the ~~First Amended~~-Plan.

**6.4. Appointment of the Liquidation Trustee.** The identity of the Liquidation Trustee is set forth in the Liquidation Trust Agreement. The appointment of the Liquidation Trustee shall be approved in the Confirmation Order, and such appointment shall be as of the Effective Date. In accordance with the Liquidation Trust Agreement, the Liquidation Trustee shall serve in such capacity through the earlier of (i) the date that the Liquidation Trust is dissolved in accordance with the Liquidation Trust Agreement or (ii) the date such Liquidation Trustee resigns, is terminated, or is otherwise unable to serve; *provided, however*, that, in the event that the Liquidation Trustee resigns, is terminated, or is unable to serve, then the Court, upon the motion of any party-in-interest, including, but not limited to, counsel to the Liquidation Trust, shall approve a successor to serve as the Liquidation Trustee, and such successor Liquidation Trustee shall serve in such capacity until the Liquidation Trust is dissolved.

**6.5. Liquidation Trust Assets.** On the Effective Date, the Debtors shall transfer the Liquidation Trust Assets to the Liquidation Trust. Notwithstanding any prohibition on assignability under applicable non-bankruptcy law, on the Effective Date, the Debtors shall be deemed to have automatically transferred to the Liquidation Trust all of their right, title, and interest in and to all of the Liquidation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically vest in the Liquidation Trust free and clear of all Claims and Liens, subject only to the Allowed Claims of the Liquidation Trust Beneficiaries and the expenses of the Liquidation Trust. Subsequent to the Effective Date, the Debtors shall have no interest in or with respect to the Liquidation Trust Assets or the Liquidation Trust.

**6.6. Treatment of Liquidation Trust for Federal Income Tax Purposes; No Successor-in-Interest.** In accordance with Treas. Reg. § 301.7701-4(d), the Liquidation Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidation Trust Assets, make timely distributions to the Liquidation Trust Beneficiaries, and not unduly prolong its duration. The Liquidation Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth herein or in the Liquidation Trust Agreement.

**6.6.1. ~~6.6.1~~-Liquidation Trust as a “Grantor Trust.”** The Liquidation Trust is intended to qualify as a “grantor trust” for federal income tax purposes with the Liquidation Trust Beneficiaries treated as grantors and owners of the Liquidation Trust. For all federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidation Trustee, and the

Liquidation Trust Beneficiaries) shall treat the transfer of the Liquidation Trust Assets by the Debtors to the Liquidation Trust, as set forth in the Liquidation Trust Agreement, as a transfer of such assets by the Debtors to the Holders of Allowed Claims of Liquidation Trust Beneficiaries entitled to distributions from the Liquidation Trust Assets, followed by a transfer by such Holders to the Liquidation Trust. Thus, the Liquidation Trust Beneficiaries shall be treated as the grantors and owners of a grantor trust for federal income tax purposes.

**6.6.2. ~~6.6.2~~ Valuation of Liquidation Trust Assets.** As soon as reasonably practicable after the Effective Date, the Liquidation Trustee (to the extent that the Liquidation Trustee deems it necessary or appropriate in his or her absolute sole discretion) shall value the Liquidation Trust Assets based on the good faith determination of the value of such Liquidation Trust Assets. The valuation shall be used consistently by the Liquidation Trustee and the Liquidation Trust Beneficiaries for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Liquidation Trust Assets.

**6.6.3. ~~6.6.3~~ Liquidation Trustee's Right and Power to Invest.** The right and power of the Liquidation Trustee to invest the Liquidation Trust Assets transferred to the Liquidation Trust, the proceeds thereof, or any income earned by the Liquidation Trust, shall be limited to the right and power to invest such Liquidation Trust Assets (pending distributions in accordance with the ~~First Amended~~ Plan) in Permissible Investments; *provided, however*, that the scope of any such Permissible Investments shall be limited to include only those investments that a "liquidation trust," within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise.

**6.7. Responsibilities of the Liquidation Trustee.** The responsibilities of the Liquidation Trustee shall include, but shall not be limited to:

- (1) the making of Distributions as contemplated herein;
- (2) establishing and maintaining the Cash Reserves in accordance with the terms of the ~~First Amended~~ Plan;
- (3) conducting an analysis of Administrative Expense Claims, Priority Claims, Secured Claims, and General Unsecured Claims, and prosecuting objections thereto or settling or otherwise compromising such Claims if necessary and appropriate;
- (4) preparing and filing post-Effective Date operating reports for the Debtors;
- (5) filing appropriate tax returns with respect to the Liquidation Trust and paying taxes properly payable by the Liquidation Trust, if any, in the exercise of its fiduciary obligations; provided however, that for the avoidance of doubt, neither the Liquidation Trust or the Liquidation Trustee shall have any authority or duty to file any tax returns for any of the Debtors;

- (6) taking such actions as are necessary to wind down and dissolve the Debtors under applicable law;
- (7) retaining such professionals as are necessary and appropriate in furtherance of its fiduciary obligations;
- (8) taking such actions as are necessary and reasonable to carry out the purposes of the Liquidation Trust;
- (9) protecting and enforcing the rights to the Liquidation Trust Assets vested in the Liquidation Trustee by any method reasonably determined to be appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity; and
- (10) terminating the Liquidation Trust and seeking to close the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code.

**6.8. Expenses of the Liquidation Trustee.** Fees and expenses incurred by the Liquidation Trustee shall be paid from the Liquidation Trust Expense Reserve.

**6.9. Bonding of the Liquidation Trustee.** The Liquidation Trustee shall not be obligated to obtain a bond but may do so, in his or her sole discretion, in which case the expense incurred by such bonding shall be paid from the Liquidation Trust.

**6.10. Fiduciary Duties of the Liquidation Trustee.** Pursuant to the ~~First-Amended~~ Plan and the Liquidation Trust Agreement, the Liquidation Trustee shall act in a fiduciary capacity on behalf of the interests of all Holders of Claims against the Debtors (other than those Holders of Sexual Misconduct Claims) that will receive Distributions pursuant to the terms of the ~~First-Amended~~ Plan.

**6.11. Transfer of Books and Records.** On the Effective Date, the Debtors will transfer and assign, or cause to be transferred and assigned, to the Liquidation Trust, all of the books and records of the Debtors.

**6.12. Dissolution of the Liquidation Trust.** The Liquidation Trust shall be dissolved no later than five years from the Effective Date unless the Bankruptcy Court, upon a motion filed prior to the fourth anniversary or the end of any extension period approved by the Bankruptcy Court (the filing of which shall automatically extend the term of the Liquidation Trust pending the entry of an order by the Bankruptcy Court granting or denying the motion), determines that a fixed period extension is necessary to facilitate or complete the recovery and liquidation of the Liquidation Trust Assets. The Liquidation Trust Agreement shall require that each extension be approved by the Bankruptcy Court within six months prior to the conclusion of the extended term. After (a) the final Distribution of the Contingent Claims Cash Reserve and the Disputed Claims Cash Reserve and the balance of the assets or proceeds of the Liquidation Trust pursuant to the ~~First-Amended~~ Plan, (b) the filing by or on behalf of the Liquidation Trust of a certification of dissolution with the Bankruptcy Court in accordance with the ~~First-Amended~~ Plan, and (c) any

other action deemed appropriate by the Liquidation Trustee, the Liquidation Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions.

**6.13. Full and Final Satisfaction against Liquidation Trust.** On and after the Effective Date, the Liquidation Trust shall have no liability on account of any Claims or Interests except as set forth in the ~~First Amended~~ Plan and in the Liquidation Trust Agreement. All payments and all Distributions made by the Liquidation Trustee under the ~~First Amended~~ Plan shall be in full and final satisfaction, settlement, and release of and in exchange for all Claims or Interests against the Liquidation Trust and the Released Parties.

## **SECTION 7. ~~SECTION 7.~~ INJUNCTIONS AND RELEASES**

### **7.1. Term of Certain Bankruptcy Injunctions and Automatic Stay.**

**7.1.1.** ~~7.1.1~~ All of the injunctions (which do not include the Bankruptcy Injunctions, as defined in the ~~First Amended~~ Plan) and/or automatic stays provided for in or with respect to these Chapter 11 Cases, whether pursuant to section 105, section 362 or any other provision of the Bankruptcy Code or other applicable law, in existence immediately prior to the Confirmation Date shall remain in full force and effect until the Bankruptcy Injunctions (as defined in the ~~First Amended~~ Plan) provided for by the ~~First Amended~~ Plan become effective. In addition, on and after the Confirmation Date, the ~~Debtors~~ **Plan Proponents**, with the consent of all the Settlement Parties, may seek such further orders as they deem necessary to preserve the *status quo* during the time between the Confirmation Date and the Effective Date.

**7.1.2.** ~~7.1.2~~ Each of the Bankruptcy Injunctions shall become effective on the Effective Date and shall continue to be effective at all times thereafter. Notwithstanding anything to the contrary contained in the ~~First Amended~~ Plan, all actions in the nature of those to be enjoined by the Bankruptcy Injunctions shall be enjoined or stayed during the period between the Confirmation Date and the Effective Date.

**7.1.3.** ~~7.1.3~~ On and after the Confirmation Date but prior to the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any Claim, debt, right or cause of action of the Debtors which the Debtors retain sole and exclusive authority to pursue in accordance with Section 12.2.4 of the ~~First Amended~~ Plan.

### **7.2. Releases.**

**7.2.1.** ~~7.2.1~~ ***Releases by Debtors and Estate.*** Except as otherwise set forth in Section ~~7.2.5~~ **7.2** of this ~~First Amended~~ Plan and the Plan Support Agreement, for good and valuable consideration, including without limitation, all payments under the ~~First Amended~~ Plan to Holders of Claims, payment of which is critical to the Debtors' ability to obtain confirmation of the ~~First Amended~~ Plan and to effectuate distributions to Holders of Claims, as of the Effective Date, each of the Debtors, on behalf of themselves and their respective Estates and their current respective Affiliates, members, officers, directors, and employees, and any person claiming by or through them, shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, disclaim and discharge the Released Parties, Harvey Weinstein and their

respective property to the maximum extent permitted by law from any and all Claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any direct or derivative claims asserted or assertable by or on behalf of any of the Debtors, any Claims or causes of action asserted by or on behalf of any of the Debtors or any Interest that any such Debtor would have been legally entitled to assert in their own right, whether individually or collectively, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law or in equity, based on any matter, cause, thing, conduct, or omission occurring prior to the Effective Date and in any way related to the Debtors, their businesses, operations, activities, or these Chapter 11 Cases.

**7.2.2. ~~7.2.2~~ Releases by the Committee and Holders of Claims and Interests.** Except as otherwise set forth in Section ~~7.2.5~~7.2 of this ~~First Amended~~ Plan and the Plan Support Agreement, for good and valuable consideration, including, without limitation, all payments under the ~~First Amended~~ Plan to Holders of Claims, payment of which is critical to the Debtors' ability to obtain Confirmation of the ~~First Amended~~ Plan and to effectuate distributions to Holders of Claims, as of the Effective Date, (i) the Committee, on behalf of itself and its members (solely in their capacities as members of the Committee) and (ii) each present and former Holder of a Claim or Interest, will be deemed to unconditionally, completely, and forever release, waive, disclaim, and discharge the Released Parties of and from any and all Claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any direct or derivative claims asserted or assertable by or on behalf of any member of the Committee or any Holder of a Claim or Interest, any Claims or causes of action asserted by or on behalf of any member of the Committee or any Holder of a Claim or Interest or that any such member of the Committee or any Holder of a Claim or Interest would have been legally entitled to assert in their own right, whether individually or collectively, whether known or unknown, matured or unmatured, accrued or not accrued, foreseen or unforeseen, existing or hereinafter arising, in law or equity, based on any matter, cause, thing, conduct, or omission occurring prior to the Effective Date and in any way related to the Debtors, their businesses, operations, activities, or these Chapter 11 Cases.

**7.2.3. ~~7.2.3~~ Releases of Harvey Weinstein by Holders of Sexual Misconduct Claims.** Except as otherwise set forth in Section ~~7.2.5~~7.2 of this ~~First Amended~~ Plan and the Plan Support Agreement, for good and valuable consideration, including, without limitation, all payments under the ~~First Amended~~ Plan to Holders of Claims, payment of which is critical to the Debtors' ability to obtain Confirmation of the ~~First Amended~~ Plan and to effectuate distributions to Holders of Claims, after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. If a Holder of a Sexual Misconduct Claim affirmatively elects to release Harvey Weinstein, such Holder will be deemed to unconditionally, completely, and forever release, waive, disclaim, and discharge Harvey Weinstein and the Insurance Companies of and from any and all Sexual Misconduct Claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any direct or derivative claims asserted or assertable by or on behalf of any Holder of a Sexual Misconduct Claim, any Sexual Misconduct Claims or causes of action asserted by or on behalf of any Holder



of a Sexual Misconduct Claim or that any Holder of a Sexual Misconduct Claim would have been legally entitled to assert in their own right, whether individually or collectively, whether known or unknown, matured or unmatured, accrued or not accrued, foreseen or unforeseen, existing or hereinafter arising, in law or equity, based on any matter, cause, thing, conduct, or omission occurring prior to the Effective Date.

**7.2.4.** ~~**7.2.4-Additional Settlement Releases.**~~ In addition to the general releases in Sections 7.2.1, 7.2.2 and 7.2.3 of this ~~First Amended~~ Plan (the “Plan Releases”), the Plan Support Agreement contains ~~or shall contain~~ certain general and specific releases (the “Settlement Releases”) by the Releasing Parties and Harvey Weinstein. Notwithstanding anything herein to the contrary, ~~the Settlement Releases are subsumed under the First Amended Plan Releases and~~ nothing herein shall be construed to limit or lessen the scope of the Settlement Releases and the rights reserved thereunder in any way. The Settlement Releases consist of the following:

**(1) General Release.**

- (a) Except as otherwise set forth in Sections 7.2.4(2) and 7.2.5 herein, as of the Effective Date, each of the Settlement Parties that is a signatory to the Plan Support Agreement releases (and each entity so discharged and released shall be deemed discharged and released by the Settlement Parties) each of the Released Parties that is a signatory hereto and its respective property from any and all Claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any direct or derivative claims asserted or assertable by or on behalf of any of the Settlement Parties, any Claims or causes of action asserted by or on behalf of any of the Settlement Parties, or that any Settlement Party would have been legally entitled to assert in their own right, whether individually or collectively, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law or in equity, based on any matter, cause, thing, conduct or omission occurring prior to the Effective Date and in any way related to the Debtors, their businesses, operations, activities or the Chapter 11 Cases (including, but not limited to, Tort Claims).

**(2) Additional Releases.**

- (a) the Debtors and the Former Representatives release the Insurance Companies from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services,

expenses and compensation of any nature whatsoever (including, without limitation, reimbursement of fees and costs of defense) in any way arising out of or related to the Tort Claims, whether in law, in equity or otherwise, and whether under contract, warranty, tort or otherwise, including but not limited to any claims for bad faith or breach of the implied covenant of good faith and fair dealing; provided, however, this release shall not include any (i) Claims that are not Tort Claims; (ii) Tort Claims that are not permanently released, discharged and enjoined pursuant to the Bankruptcy Injunctions; and (iii) direct and indirect fees, costs and expenses incurred by the Debtors or the Former Representatives in excess of \$25,000 per Claim in connection with (a) the enforcement of the Bankruptcy Injunctions and/or (b) any Claim or action by or against a Non-Released Party or by a Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein (except as otherwise provided in Section 7.2.4(2)(c) below); provided further that with respect to the Claims specified in subparagraphs (i)-(iii) above, the Debtors and the Former Representatives reserve their rights to seek insurance coverage from the Insurance Companies and the Insurance Companies reserve their rights to contest such coverage;

- (b) the Former Representatives and the Debtors who are currently or were previously named parties in the Contract and Commercial Cases waive all challenges to coverage positions taken by the Insurance Companies for each of the Contract and Commercial Cases due to the failure of such Former Representatives and Debtors to issue timely coverage dispute letters to the Insurance Companies, and such Former Representatives and the Debtors shall not seek coverage from the Insurance Companies for any cost or expense incurred in connection with any Contract or Commercial Case for which a coverage position has been waived;
- (c) Harvey Weinstein releases the Insurance Companies for all Claims arising in the Judd Case and the McGowan Case;
- (d) in the event a Holder of a Sexual Misconduct Claim affirmatively elects to release Harvey Weinstein, then (i) Harvey Weinstein shall be deemed to release the



Insurance Companies from any Claims in any way arising out of, related to or connected to such Sexual Misconduct Claims; and (ii) the Insurance Companies shall be deemed to release Harvey Weinstein from any Claims in any way arising out of, related to or connected to such Sexual Misconduct Claims;

- (e) the Debtors, the Estates, the Committee and the Non-Debtor Affiliates release the Former Representatives for all of the Estates' Claims and Causes of Action against any Former Representative;
- (f) the Former Representatives and Harvey Weinstein release the Debtors with respect to any and all Claims, including: (i) all general unsecured, priority and/or administrative expense claims that have been asserted or could be asserted against the Debtors (except as set forth in the Plan); (ii) any and all claims for substantial contribution pursuant to Section 503(b)(3) of the Bankruptcy Code (provided that such substantial contribution claims shall only be available as consideration for any releases granted pursuant to the Plan and the approval of the Channeling Injunction and shall not support the request for payments from the Estates); and (iii) any and all contribution and indemnity Claims against the Debtors and/or their respective bankruptcy Estates, except to the extent that any of the Debtors are nominally defendants in any insurance coverage litigation; upon occurrence of the Effective Date and distribution and receipt of the Settlement Amount in accordance with this Agreement and the Plan, all proofs of claim filed by the Former Representatives and Harvey Weinstein shall be deemed disallowed and any amounts owed to the Former Representatives and Harvey Weinstein as reflected on the Debtors' schedules of assets and liabilities shall be deemed released and discharged;
- (g) the Debtors, the Former Representatives and Harvey Weinstein (as applicable) release all Holders of Sexual Misconduct Claims, including current or former TWC employees and/or contractors, from any confidentiality, non-disclosure or non-disparagement agreements (if any), arising from or relating to any Sexual Misconduct Claim;

- (h) Notwithstanding the foregoing, and in exchange for the consideration herein, the Debtors, the Former Representatives and Harvey Weinstein: (i) fully release and forever relinquish any and all rights for coverage for defense costs or indemnification or otherwise under Policy No. G27085969 005 issued by Westchester Fire Insurance Company to the named insured The Weinstein Company Holdings. The Debtors, the Former Representatives and Harvey Weinstein agree that any duties or obligations of Westchester Fire Insurance Company under Policy No. G27085969 005 are fully and finally extinguished and terminated. By this release, the Debtors, the Former Representatives and Harvey Weinstein reserve no rights or benefits whatsoever under or in connection with Policy No. G27085969 005 with respect to any past, present or future claims whatsoever; and (ii) fully release and forever discharge National Union Fire Insurance Company of Pittsburgh, PA (“National Union”) from any obligations, duties, responsibilities, claims, liabilities and damages under Policy No. 01 824-40-28 issued to the named insured The Weinstein Company Holdings. The Debtors, the Former Representatives and Harvey Weinstein agree that National Union’s contribution of the remaining unexhausted amount of Policy No. 01-824-40-28 towards the Settlement Amount exhausts the \$10 million limit of liability of Policy No. 01-824-40-28. By this release, the Debtors, the Former Representatives and Harvey Weinstein reserve no rights or benefits whatsoever under or in connection with Policy No. 01 824 40-28 with respect to any past, present or future claims whatsoever;
- (i) each Insurance Company releases each and every other Insurance Company for Claims or causes of action, whether in law, in equity, or otherwise, and whether under contract, warranty, tort or otherwise, solely with respect to any claim for recovery of each Insurance Company’s respective contribution to the Settlement Amount and any defense costs paid by any Insurance Company prior to the execution of this Agreement for the Claims and any criminal proceedings arising out of the Sexual Misconduct Claims from any other Insurance Company (unless otherwise agreed upon by and between any of the Insurance Companies), provided, however, (i) these releases shall not apply to

any Insurance Company's obligations under any contract of reinsurance; and (ii) in the event any Insured seeks coverage for any matters or claims not released herein, each Insurance Company reserves the right to challenge the exhaustion of any applicable policy except Policy No. 01 824 40 28 issued by National Union;

- (j) except as provided in Section 7.2.4 above, the Insurance Companies (on behalf of themselves and their subsidiaries, Affiliates, parents, predecessors, or successors (except AIG Europe Limited and AIG Europe SA)) release the other Released Parties from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever (including, without limitation, reimbursement of fees and costs of defense) in any way arising out of or related to the Claims, whether in law, in equity or otherwise, and whether under contract, warranty, tort or otherwise, including but not limited to any claims for bad faith or breach of the implied covenant of good faith and fair dealing; the Insurance Companies shall not seek recovery of the Settlement Amount or any portion thereof paid by such Insurance Company from any other Released Party for any reason; provided, however, the Insurance Companies do not release any rights, defenses or Claims against The Walt Disney Company, Disney Enterprises, Inc., Buena Vista International, Inc., Miramax, LLC, Miramax Film Corporation and/or Miramax Film NY, LLC.

**7.2.5. ~~7.2.5-Exceptions to Releases.~~** Except as otherwise provided for in the ~~First Amended~~ Plan or the Confirmation Order, the Releases set forth in Sections 7.2.1, ~~7.2.2 and 7.2.3-7.2.4~~ of the ~~First Amended~~ Plan shall not apply to (i) any Claims in the Plan Support Agreement that are specifically excluded from the releases set forth in the Plan Support Agreement and (ii) any of the following:

- (1) any Former Representatives' Claims and/or their respective affiliates' or representatives' Claims (other than Claims released in the Plan Support Agreement), including any claim for indemnification, against any Released Party other than the Debtors, the Estates and the Former Representatives;
- (2) Robert Weinstein's and Harvey Weinstein's Claims for indemnification against the Non-Debtor Entities that arise from, relate to or connect to Sexual Misconduct Claims;

- (3) in the event a Holder of a Sexual Misconduct Claim does not affirmatively elect to release Harvey Weinstein; (i) Harvey Weinstein shall not be required to release the Insurance Companies from any Claims in any way arising out of, related to or connected to such Holder's Sexual Misconduct Claims other than as set forth in Section 7.2.4(2)(c); and (ii) the Insurance Companies shall not be required to release Harvey Weinstein from any Claims in any way arising out of, related to or connected to Sexual Misconduct Claims that are not released in accordance with subparagraph (i) of this Section 7.2.5(3);
- (4) ~~(2)~~ the Debtors', Harvey Weinstein's, Robert Weinstein's, Frank Gil's and David Glasser's claims and counterclaims against the Debtors, Harvey Weinstein, Robert Weinstein, Frank Gil and David Glasser, arising out of the actions entitled *Frank Gil v. Weinstein Live Entertainment LLC, et. al.*, Supreme Court of the State of New York, County of New York, Case No. 653555/2019, and *Sartraco et. al. v. Robert Weinstein, et. al.*, Superior Court for the State of California, County of Los Angeles, Case No. 19- cv- 00448;
- (5) ~~(3)~~ any Claims to enforce the terms of the ~~First Amended~~ Plan and the Plan Documents;
- (6) ~~(4)~~ any Allowed Professional Fee Claim.

**7.2.6. ~~7.2.6~~ Bankruptcy Court Approval of Releases.** Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Releases by Holders of Claims and Interests and the Settlement Releases subsumed thereunder (the "Third-Party Releases"), which includes by reference each of the related provisions and definitions contained in this ~~First Amended~~ Plan and the Plan Support Agreement, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of claims released by the Third-Party Releases; (3) in the best interests of the Debtors, the Estates and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any Claim, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, foreign law, common law or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued based upon any acts, omissions, conduct or other matters in any way related to the Debtors, their businesses, operations, activities, their Chapter 11 Cases, against any of the Released Parties or their property.

**7.3. Plan Injunction.** Except as otherwise provided in the ~~First Amended~~ Plan and/or the Plan Documents (including, specifically, the Plan Support Agreement), on and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims or Interests whether or not such Persons or Entities have voted to accept or reject the ~~First Amended~~ Plan, and other

parties in interest, along with their respective present or former employers, agents, officers, directors, or principals, shall be and are permanently enjoined from and restrained against taking any of the following actions on account of any such Claims or Interests:

- (1) taking any actions to interfere with the implementation or consummation of the ~~First Amended~~ Plan, taking any actions to interfere with the implementation or consummation of the ~~First Amended~~ Plan, or otherwise acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the ~~First Amended~~ Plan;
- (2) commencing, conducting, or continuing in any manner, directly or indirectly, in any court, proceeding, or other tribunal of any kind, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum), or otherwise asserting any Claim or Interest, which has been released pursuant to ~~Sections 7.2.1, 7.2.2 or 7.2.3~~ Section 7.2 of the ~~First Amended~~ Plan or from seeking to hold any Released Party or Harvey Weinstein (as applicable) liable in any such suit, action or proceeding or for any such Claim, or Interest that has been released pursuant to ~~Sections 7.2.1, 7.2.2 or 7.2.3~~ Section 7.2 of the ~~First Amended~~ Plan;
- (3) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, their Estates, their assets, the Released Parties and/or the property of the Released Parties, the Liquidation Trust Assets, and/or the Sexual Misconduct Claims Fund;
- (4) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance against the Debtors' assets, their Estates' assets, the Released Parties' assets, the Liquidation Trust Assets, and/or the Sexual Misconduct Claims Fund; and
- (5) asserting, implementing or effectuating any setoff, right of subrogation, indemnity, contribution or recoupment of any kind against any obligation due any Released Party or against the property of any Released Party with respect to any such claim, demand, or cause of action.

The Releases pursuant to Section 7 of the ~~First Amended~~ Plan shall act as a permanent injunction against any party from commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim released under this ~~First Amended~~ Plan to the fullest extent authorized by applicable law.

**SECTION 8. ~~SECTION 8.~~ EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**8.1. Executory Contracts and Unexpired Leases Deemed Rejected.** Except as otherwise provided for herein, and except for executory contracts and unexpired leases which the Debtors either have assumed, have rejected or have filed a motion to assume or reject prior to the Confirmation Date and which remains pending as of the Confirmation Date, all executory contracts and unexpired leases for goods, services, or premises used in connection with Debtors' business operations shall be deemed rejected by the Debtors on the Effective Date, and the ~~First Amended~~ Plan shall constitute a motion to reject such executory contracts and unexpired leases. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such rejections pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such rejection is in the best interests of the Debtors, their Estates, and all parties in interest in these Chapter 11 Cases.

Notwithstanding the foregoing, or anything else in the Plan or Confirmation Order to the contrary, nothing ~~herein~~ shall be deemed to ~~reject~~ be a rejection of any ~~insurance policy~~ Insurance Policy of the Debtors ~~that provides insurance coverage to or for the benefit of the Debtors as of,~~ and the Debtors, jointly and severally, shall assume all such Insurance Policies in their entireties pursuant to sections 105 and 365 of the Bankruptcy Code, and such Insurance Policies shall vest, unaltered, in the Liquidation Trust except that on and after the Effective Date; ~~provided, however, that nothing herein shall obligate,~~ the Liquidation ~~Trustee to pay any premiums allegedly due under such policies~~ Trust shall become and remain liable for all of the Debtors' obligations under the Insurance Policies regardless of when such obligations arise.

**8.2. Bar Date for Claims Arising from Rejection or Termination.** Claims created by the rejection of executory contracts or unexpired leases pursuant to the ~~First Amended~~ Plan must be filed with the Bankruptcy Court and served on the Liquidation Trustee, no later than thirty (30) days after the Effective Date. Any Claims for rejection of executory contracts or unexpired leases pursuant to the ~~First Amended~~ Plan for which a proof of claim is not filed and served within such time will be forever barred and shall not be enforceable against the Debtors or their Estates, assets, properties, or interests in property, or against the Liquidation Trust. Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims under the ~~First Amended~~ Plan. Nothing in the ~~First Amended~~ Plan shall extend any deadline for the filing of any Claims established in a previously entered order of the Bankruptcy Court.

**SECTION 9. ~~SECTION 9.~~ ACCEPTANCE OR REJECTION OF THE PLAN**

**9.1. Impaired Classes to Vote.** Each Holder of a Claim or Interest that is classified in an Impaired Class and is eligible to receive a Distribution pursuant to the ~~First Amended~~ Plan shall be entitled to vote to accept or reject the ~~First Amended~~ Plan.

**9.2. Acceptance by Impaired Class of Claims.** ~~9.2.1~~ Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the ~~First Amended~~ Plan if, after excluding any Claims designated pursuant to section 1126(e) of the Bankruptcy Code, (a) the Holders of at least two-thirds in dollar amount of the Allowed Claims actually voting in such



Class have voted to accept such ~~First Amended~~ Plan and (b) more than one-half in number of such Allowed Claims actually voting in such Class have voted to accept the ~~First Amended~~ Plan. All Claims that are in an Impaired Class shall be temporarily Allowed and valued at one dollar solely for the purpose of voting.

Except for Holders of Claims in Classes that are deemed or presumed to have accepted or rejected the ~~First Amended~~ Plan pursuant to the terms of the ~~First Amended~~ Plan ~~other than in this Section 9.2~~, if Holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject the ~~First Amended~~ Plan and notified that a failure of any Holders of Claims in such Impaired Class of Claims to vote to accept or reject the ~~First Amended~~ Plan would result in such Impaired Class of Claims being deemed to have accepted the ~~First Amended~~ Plan, then such Class of Claims shall be deemed to have accepted the ~~First Amended~~ Plan.

**9.3. Presumed Acceptances by Unimpaired Classes.** Classes of Claims or Interests designated as Unimpaired are conclusively presumed to have voted to accept the ~~First Amended~~ Plan pursuant to section 1126(f) of the Bankruptcy Code, and the votes of the Holders of such Claims or Interests will not be solicited.

**9.4. Presumed Rejection of the ~~First Amended~~ Plan.** Impaired Classes of Claims or Interests that do not receive or retain property under the ~~First Amended~~ Plan are conclusively presumed to have voted to reject the ~~First Amended~~ Plan pursuant to 1126(g) of the Bankruptcy Code, and the votes of such Claims or Interests will not be solicited.

**9.5. Nonconsensual Confirmation.** In the event that any Impaired Class of Claims shall fail to accept the ~~First Amended~~ Plan in accordance with section 1129(a) of the Bankruptcy Code, the ~~Debtors~~ Plan Proponents reserve the right to (a) request that the Bankruptcy Court confirm the ~~First Amended~~ Plan in accordance with section 1129(b) of the Bankruptcy Code with respect to such non-accepting class, in which case the ~~First Amended~~ Plan shall constitute a motion for such relief, or (b) modify the ~~First Amended~~ Plan in accordance with Section ~~8.10.1~~ of the ~~First Amended~~ Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, *provided, however*, the ~~Debtors~~ Plan Proponents will only seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code, and notwithstanding the ~~Debtors~~ Plan Proponents' rights under sections 1129(a) and 1129(b) of the Bankruptcy Code ~~to request that the Bankruptcy Court confirm the First Amended Plan~~, the ~~Debtors~~ Plan Proponents will not seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to reject the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code.

## **SECTION 10. ~~SECTION 10.~~ MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN**

**10.1. Modification of the ~~First Amended~~ Plan.** The ~~Debtors~~ Plan Proponents, unless otherwise provided in the ~~First Amended~~ Plan or the Plan Documents, may alter, amend, or modify the ~~First Amended~~ Plan and the Plan Documents under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date so long as the ~~First Amended~~ Plan and the Plan



Documents, as modified, meet the requirements of sections 1122 and 1123 of the Bankruptcy Code and incorporates, or are consistent with, the terms of the Plan Support Agreement in a form and substance reasonably satisfactory to the Settlement Parties. After the Confirmation Date, and prior to the Effective Date, unless otherwise provided in the ~~First Amended~~ Plan or the Plan Documents, ~~Debtors~~ Plan Proponents may alter, amend, or modify the ~~First Amended~~ Plan and the Plan Documents in accordance with section 1127(b) of the Bankruptcy Code so long as the ~~First Amended~~ Plan, as modified, incorporates, or is consistent with, the terms of the Plan Support Agreement in a form and substance reasonably satisfactory to the Settlement Parties. From and after the Effective Date, the Plan Documents may be modified in accordance with their respective terms, *provided, however*, that any modification to any Plan Document must be consistent with the ~~First Amended~~ Plan and the Confirmation Order. In the event that any modifications to any Plan Document are not consistent with the ~~First Amended~~ Plan and Confirmation Order, Section 1.2 of the ~~First Amended~~ Plan shall govern such inconsistencies.

## **10.2. Revocation or Withdrawal.**

**10.2.1. ~~10.2.1~~ Right to Revoke.** The Debtors may revoke or withdraw the ~~First Amended~~ Plan at any time prior to the Effective Date.

**10.2.2. ~~10.2.2~~ Effect of Withdrawal or Revocation.** If the ~~Debtors~~ Plan Proponents revoke or withdraw the ~~First Amended~~ Plan, then the ~~First Amended~~ Plan and the settlements contemplated thereby, including, without limitation the Settlement shall be deemed null and void and nothing in the Settlement shall be admissible as evidence in any case or proceeding for any purpose, it being the intent of the Settlement Parties that in such circumstance all discussions and negotiations related to the Settlement will be treated as inadmissible settlement discussions protected under Federal Rule of Evidence 408 and its state law equivalents. Further, in such event of revocation or withdrawal, nothing contained herein or in any of the Exhibits hereto, shall be deemed to (i) constitute an admission of liability by the ~~Debtors~~ Plan Proponents, any Released Party or any other Entity, (ii) constitute a waiver or release of any Claims by the ~~Debtors~~ Plan Proponents, any Released Party or any other Entity, or (ii) prejudice in any manner the rights of the Debtors, any Released Party or any Entity in any future case or proceeding.

## **~~SECTION 11.~~ SECTION 11. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE**

**11.1. Conditions Precedent to Confirmation.** Each of the following is a condition precedent to the Confirmation of the ~~First Amended~~ Plan, which must be satisfied or waived by each of the Settlement Parties in their sole and absolute discretion in accordance with Section 11.5 of the ~~First Amended~~ Plan:

- (1) The Bankruptcy Court shall have ruled that the settlements embodied in the ~~First Amended~~ Plan and the Channeling Injunction set forth in Section 5.8 of the ~~First Amended~~ Plan and the Plan Injunction set forth in Section 7.3 of the ~~First Amended~~ Plan are binding upon, and enforceable by their terms against, all Holders of Claims and Interests.

- (2) The Bankruptcy Court shall have entered an order approving the ~~First-Amended~~ Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.
- (3) The Bankruptcy Court shall have entered the Confirmation Order, in a form and substance reasonably satisfactory to all of the Settlement Parties, approving, among other things, the Channeling Injunction, the Plan Injunction and the Releases, the Plan Support Agreement, and such Confirmation Order shall not in any way impair, diminish or detract from the terms of the Settlement.
- (4) All documents, instruments, and agreements provided under, or necessary to implement, the ~~First-Amended~~ Plan, shall have been executed and delivered by the applicable parties.
- (5) The Debtors and the Liquidation Trustee shall have executed the Liquidation Trust Agreement and shall have established the Liquidation Trust pursuant to the ~~First-Amended~~ Plan that shall be in a form and substance acceptable to the ~~Debtors~~ Plan Proponents.
- (6) The Debtors and the Sexual Misconduct Claims ~~Fund-Administrator~~ Examiner shall have finalized the Sexual Misconduct Claims Fund Procedures and shall have established the Sexual Misconduct Claims Fund pursuant to the ~~First-Amended~~ Plan that shall be in a form and substance acceptable to the ~~Debtors~~ Plan Proponents.
- (7) The substantive consolidation of the Debtors shall have been approved by the Bankruptcy Court.

**11.2. Conditions Precedent to the Effective Date.** The “substantial consummation,” as defined in section 1101 of the Bankruptcy Code, shall not occur, and the ~~First-Amended~~ Plan shall be of no force and effect, until the Effective Date. The occurrence of the Effective Date is subject to satisfaction of each of the following conditions precedent, each of which may be waived by all of the Settlement Parties (as applicable) in their sole and absolute discretion:

- (1) There is no stay in effect with respect to the Confirmation Order, and the Confirmation Order, including the Channeling Injunction, the Plan Injunction and the Releases, shall be in full force and effect.
- (2) The Sexual Misconduct Claims Fund shall have been funded as provided in the ~~First-Amended~~ Plan and the Plan Support Agreement.
- (3) The Liquidation Trust shall have been funded in accordance with the terms of this ~~First-Amended~~ Plan.
- (4) The Former Representatives Defense Costs shall have been funded as provided in the ~~First-Amended~~ Plan.

- (5) The Debtors shall have sufficient funds to satisfy all Allowed Administrative Expense Claims in full, in Cash.
- (6) The Plan Documents necessary or appropriate to implement the ~~First Amended~~ Plan, shall have been executed and shall be in full force and effect.
- (7) All authorizations, consents, and regulatory approvals required, if any, in connection with the consummation of the ~~First Amended~~ Plan shall have been obtained.
- (8) All other actions, documents, and agreements necessary to implement the ~~First Amended~~ Plan shall have been effected or executed.

**11.3. Simultaneous Actions.** Except as otherwise specified to occur in a specific order, all actions required to be taken on the Effective Date of the ~~First Amended~~ Plan, to the extent such actions have actually been taken, shall be deemed to have occurred simultaneously. In no event shall any action be deemed to have occurred unless the action in fact occurred.

**11.4. Effect of Failure of Conditions.** In the event that one or more of the conditions specified in Sections 11.1 or 11.2 of the ~~First Amended~~ Plan cannot be satisfied after a reasonable amount of time and the occurrence of such condition is not waived by all the Settlement Parties (as applicable) in their sole and absolute discretion, then the ~~Debtors Plan~~ Proponents, with the consent of all the Settlement Parties (not to be unreasonably withheld or delayed), shall file a notice of the failure of the Effective Date with the Bankruptcy Court, at which time the ~~First Amended~~ Plan and the Confirmation Order, if the conditions precedent to the Confirmation Date have been satisfied, shall be deemed null and void. If the Effective Date does not occur, then (a) the Confirmation Order, if the conditions precedent to Confirmation Date have been satisfied, shall be vacated, (b) no Distributions under the ~~First Amended~~ Plan shall be made, (c) the Debtors and all Holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date and if the conditions precedent to Confirmation Date shall have been met, as though the Confirmation Order had never been entered and the Confirmation Date never occurred, including being subject to any injunctions and automatic stays issued in these Chapter 11 Cases, and (d) the Debtors' obligations with respect to all of the Claims and Interests shall remain unchanged, and nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtors or any other Entity or to prejudice in any manner the rights of the Debtors or any Entity in any future case or proceeding involving the Debtors.

**11.5. Waiver of Conditions Precedent.** Subject to the consent of all of the Settlement Parties (not to be unreasonably withheld or delayed), the ~~Debtors Plan~~ Proponents may waive the occurrence of any of the foregoing conditions specified in Sections 11.1 or 11.2 of the ~~First Amended~~ Plan or modify any such conditions precedent. Except as otherwise set forth herein, any such waiver of a condition precedent may be effected at any time, without notice, without leave or order of the Bankruptcy Court, and without formal action other than the filing of a stipulation executed by each of the Settlement Parties.

**SECTION 12. ~~SECTION 12.~~ MEANS FOR IMPLEMENTATION OF THE PLAN**

**12.1. Substantive Consolidation.** The ~~Debtors~~**Plan Proponents** seek entry, pursuant to section 105 of the Bankruptcy Code, of a Bankruptcy Court order that, effective upon the Effective Date, substantively consolidates the Estates into a single consolidated Estate and consolidates all of the debts of all of the Debtors, for all purposes associated with Confirmation and substantial consummation. See ~~First Amended~~ Disclosure Statement at §§ V(A)(7) and (XI)(B)(2)-(3). On and after the Effective Date, all Assets and liabilities of the Debtors shall be treated as though they were merged into the Estate of The Weinstein Company Holdings LLC (Case No. 18-10601) for all purposes associated with Confirmation and substantial consummation, and all guarantees by any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim and any guarantee thereof by any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor shall be treated as one collective obligation of the Debtors, subject to all rights, claims, defenses, and arguments available to the Debtors or the Liquidation Trust.

Substantive consolidation will not (i) alter the state of incorporation or state of formation of any Debtor for purposes of determining the applicable law for any of the Causes of Action, (ii) alter or impair the legal and equitable rights of the Liquidation Trustee to prosecute any of the Causes of Action, or (iii) otherwise impair, release, discharge, extinguish, or affect any of the Causes of Action or issues raised as a part thereof.

Notwithstanding anything in the ~~First Amended~~ Plan or in the Confirmation Order to the contrary, the entry of the Confirmation Order ordering substantive consolidation of the Estates shall not have any effect upon the separate and distinct legal entities as they existed at the time of any prepetition transaction that is the subject of any litigation; *provided, however*, that the foregoing provision shall not serve to prejudice or compromise whatever rights, if any, the Debtors or the Liquidation Trustee, as applicable, may have to contend in any pending or future adversary proceeding or other lawsuit that the Debtors or the Liquidation Trustee, as applicable, may prosecute claims for fraudulent conveyance or fraudulent transfer arising from transfers made by one or more of the Debtors based on any theory or doctrine, including any federal, state, or common law alter-ego, veil-piercing, or any other theory or doctrine that would permit or require the disregard of corporate separateness or facts as they existed at the time of the transaction in question. Moreover, substantive consolidation shall not affect the obligation of each Debtor or the Liquidation Trustee to pay quarterly fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930 until the earlier of the time that a particular Case has been closed, dismissed, or converted.

Notwithstanding anything to the contrary herein, on the Effective Date, all Claims by a Debtor against any other Debtor will be extinguished without any distributions being made on account of such Claims.

**12.2. Vesting of Assets.**

**12.2.1. ~~12.2.1~~ Intercompany Claims.** Except as otherwise may be provided in the ~~First Amended~~ Plan, on the Effective Date, all Intercompany Claims of any Debtor against any other Debtor are waived and cancelled.

**12.2.2. ~~12.2.2~~ *Interests in the Debtors.*** Except as otherwise may be provided in the ~~First Amended~~ Plan, on the Effective Date, the Interests in the Debtors shall be cancelled.

**12.2.3. ~~12.2.3~~ *Title to Assets.*** Except as otherwise may be provided in the ~~First Amended~~ Plan and Plan Documents, on the Effective Date, title to all assets and properties and interests in property of the Debtors dealt with by the ~~First Amended~~ Plan shall vest in the Liquidation Trust, free and clear of all Claims, Liens, and Interests.

**12.2.4. ~~12.2.4~~ *Preservation and Assignment of Rights and Causes of Action.*** Except for any Claims that are released pursuant to the ~~First Amended~~ Plan, all rights and causes of action accruing to the Debtors pursuant to the Bankruptcy Code or any other statute or any legal theory, and any rights for recovery, existing as of the Effective Date, are hereby expressly assigned to the Liquidation Trust, and on the Effective Date, shall be transferred and assigned to the Liquidation Trust. All of the Debtors' right, title and interest, if any, in and to Claims of contribution and indemnification are hereby preserved to the extent those Claims have not been settled pursuant to the ~~First Amended~~ Plan and Plan Support Agreement, or any other settlement agreement between the Debtors and any other Entities.

**12.3. Setoffs.** Subject to the limitations provided in section 553 of the Bankruptcy Code, the Liquidation Trust may, but shall not be required to, setoff against any Claim and the payments or Distributions to be made pursuant to the ~~First Amended~~ Plan in respect of such Claim, any claims, rights, causes of action and liabilities of any nature that the Liquidation Trust may hold against the Holder of such Claim; *provided, however*, that neither the failure to effect such a setoff nor the Allowance of any Claim hereunder shall constitute a waiver or release by the Liquidation Trust of any of such claims, rights, causes of action and liabilities that the Liquidation Trust has or may have against the Holder of such Claim.

**12.4. Corporate Authority.** The entry of the Confirmation Order shall constitute direction and authorization to and of the Debtors to take or cause to be taken any corporate action necessary or appropriate to consummate the provisions of the ~~First Amended~~ Plan, including without limitation taking all action to implement the Settlement, and all such actions taken or caused to be taken shall be deemed authorized and approved in all respects without any further action by the members, stockholders, officers and/or directors of the Debtors.

## **12.5. Corporate Action.**

**12.5.1. ~~12.5.1~~ *By the Debtors.*** Upon the Effective Date, the terms of all directors, officers, and managers of each Debtor shall be deemed to have expired, all such directors, officers, and managers shall be released of their duties and all actions in furtherance of the ~~First Amended~~ Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by the Debtors, Holders of Claims or Interests, directors, officers, or managers of the Debtors, or any other Entity, including the transfer of assets of the Debtors to the Liquidation Trust. The directors, officers, and managers of the Debtors, and the Liquidation Trustee shall be authorized to execute, deliver, file, or record such contracts, instruments, release, and other agreements or documents and take such other actions as they may deem, in their sole discretion, necessary or appropriate to effectuate and implement the provisions of the ~~First Amended~~ Plan and Plan Documents. The

authorizations and approvals contemplated by this section of the ~~First Amended~~ Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

**12.5.2. ~~12.5.2~~ Effectuating Documents and Further Transactions.** The Liquidation Trust, ~~and~~ shall be authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take or direct such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the ~~First Amended~~ Plan and Plan Documents.

**12.6. Incorporation of Plan Documents.** All Plan Documents attached as exhibits to the ~~First Amended~~ Plan and/or filed with the Plan Supplement are hereby incorporated into and made a part of the ~~First Amended~~ Plan.

### **SECTION 13. ~~SECTION 13~~ RETENTION OF JURISDICTION**

#### **13.1. General Jurisdiction.**

**13.1.1. ~~13.1.1~~** The Bankruptcy Court shall retain the fullest and most extensive jurisdiction permissible and necessary to ensure that the purposes and intent of the ~~First Amended~~ Plan are carried out. Except as otherwise provided in the ~~First Amended~~ Plan and Plan Documents, the Bankruptcy Court shall retain jurisdiction to hear and determine all Claims against the Debtors, and to adjudicate and enforce all of the Debtors' causes of action. Nothing contained herein shall prevent the Liquidation Trustee or the Sexual Misconduct Claims ~~Fund Administrator~~ Examiner (as applicable) from taking such action as may be necessary in the enforcement of any cause of action which the Debtors have or may have and which may not have been enforced or prosecuted by the Debtors, which cause of action shall survive confirmation of the ~~First Amended~~ Plan and shall not be affected hereto except as specifically provided herein.

**13.1.2. ~~13.1.2~~** Following the entry of the Confirmation Order, the administration of the Chapter 11 Cases will continue at least until the completion of the transfers contemplated to be accomplished on the Effective Date. The Bankruptcy Court shall retain jurisdiction for the purpose of classification of any Claim and the re-examination of Claims that have been Allowed temporarily for purposes of voting, and the determination of such objections as may be filed with the Bankruptcy Court with respect to any Claim. The failure by the ~~Debtors~~ Plan Proponents to object to, or examine, any Claim for the purposes of voting, shall not be deemed a waiver of the right of the Released Parties ~~or~~, the Liquidation Trustee, or the Sexual Misconduct Claims Examiner to object to or re-examine such Claim in whole or part for any other purpose.

**13.2. Specific Jurisdiction.** In addition to the foregoing, the Bankruptcy Court shall retain exclusive jurisdiction for the following specific purposes after the Confirmation Date:

- (1) to ~~modify~~ approve modification of the ~~First Amended~~ Plan after the Confirmation Date, pursuant to the provisions of the Bankruptcy Code, the Bankruptcy Rules and the terms and conditions of the ~~First Amended~~ Plan and the Plan Support Agreement;



- (2) to correct any defect, cure any omission, reconcile any inconsistency, or make any other necessary changes or modifications in or to the ~~First Amended~~ Plan, the Plan Documents or the Confirmation Order as may be necessary to carry out the purposes and intent of the ~~First Amended~~ Plan and the Plan Support Agreement, including the adjustment of the date(s) of performance under the Plan Documents in the event that the Effective Date does not occur as provided herein so that the intended effect of the ~~First Amended~~ Plan may be substantially realized thereby;
- (3) to hear, determine, and resolve controversies related to the Liquidation Trust and the Sexual Misconduct Claims Fund;
- (4) to assure the performance by the Debtors, the Liquidation Trustee, and the Sexual Misconduct Claims ~~Fund~~ ~~Administrator~~ Examiner of their respective obligations to make Distributions under the ~~First Amended~~ Plan;
- (5) to enforce and interpret the terms and conditions of the Plan Documents and any documents issued or executed with respect to the ~~First Amended~~ Plan;
- (6) to enter such orders or judgments, including, but not limited to, the Releases and Bankruptcy Injunctions (i) as are necessary to enforce the title, rights, and powers of the Debtors, the Liquidation Trustee, the Sexual Misconduct Claims ~~Fund~~ ~~Administrator~~ Examiner, and/or the Released Parties, and (ii) as are necessary to enable Holders of Claims to pursue their rights against any Entity that may be liable therefore pursuant to applicable law or otherwise, including but not limited to, Bankruptcy Court orders;
- (7) to hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits, and similar or related matters with respect to the Debtors, the Liquidation Trust, and the Sexual Misconduct Claims Fund, arising on or prior to the Effective Date, arising on account of transactions contemplated by the Plan Documents, or based upon the period of administration of the Chapter 11 Cases;
- (8) to hear and determine all applications for compensation of professionals and reimbursement of expenses under sections 330, 331, or 503(b) of the Bankruptcy Code;
- (9) to hear and determine any causes of action by, against or involving the Debtors arising during the period from the Petition Date through the Effective Date;
- (10) to hear and determine any causes of action by, against or involving the Debtors, the Liquidation Trust, or the Sexual Misconduct Claims Fund,



arising during the period from the Effective Date to the date of the order entering a final decree in the Chapter 11 Cases;

- (11) to hear and determine any cause of action regarding the enforcement of Plan Documents or the transactions contemplated thereby;
- (12) to determine any and all applications or motions pending on the Effective Date for the rejection or assumption of executory contracts or unexpired leases, and if need be, liquidate any and all Claims arising therefrom;
- (13) to hear and determine such other matters as may be provided in the Confirmation Order;
- (14) to consider and act on the compromise and settlement of any Claim against or Interest in the Debtors or their Estates including, without limitation, any disputes with respect to the Bar Dates;
- (15) to hear and determine all questions and disputes regarding title to the assets of the Debtors and their Estates, the Liquidation Trust, or the Sexual Misconduct Claims Fund;
- (16) to hear and determine all matters, questions, and disputes with respect to ~~the~~<sup>any</sup> direct causes of action brought by the Debtors and their Estates, the Liquidation Trust, or the Sexual Misconduct Claims Fund;
- (17) to hear and determine any other matters related hereto, including the implementation and enforcement of all orders entered by the Bankruptcy Court in the Chapter 11 Cases;
- (18) to interpret, enforce, and administer the terms of the Settlement and the Plan Support Agreement, only to the extent such Plan Support Agreement does not provide for an alternate forum for resolution;
- (19) to hear and determine any proceeding that involves the validity, application, construction, interpretation, enforceability or enforcement of the Channeling Injunction or the application of section 105(a) of the Bankruptcy Code to the Channeling Injunction. Notwithstanding the foregoing, nothing herein shall constitute a waiver by any Released Party of the protections granted to them under the Channeling Injunction or consent to the Bankruptcy Court's consideration of any matter;
- (20) to hear and determine matters concerning state, local, and federal taxes, fines, penalties, or additions to taxes for which a Debtor may be liable, directly or indirectly, in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (21) to enjoin any actions in violation of the Bankruptcy Injunctions on behalf of the Released Parties;

- (22) To hear and determine all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the ~~First Amended~~ Plan, may be instituted by the Liquidation Trust or the Sexual Misconduct Claims Fund after the Effective Date, including, without express or implied limitation, any claims to recover assets for the benefit of the Estates;
- (23) To enter an order or final decree closing the Chapter 11 Cases; and
- (24) To hear and determine all questions, matters, and disputes with respect to the ~~First Amended~~ Plan.

**13.3. District Court Jurisdiction.** To the extent that the Bankruptcy Court is not permitted under applicable law to preside over any of the foregoing matters in Section 13.2, the reference to the Bankruptcy Court in Section 13.2 shall be deemed to be replaced by the United States District Court for the District of Delaware.

**13.4. Bankruptcy Court Does Not Exercise Jurisdiction.** If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction, over any matter arising under, arising in or related to these Chapter 11 Cases, including with respect to any of the matters set forth in Section 13 of the ~~First Amended~~ Plan, nothing herein shall prohibit or limit the exercise of jurisdiction by any other tribunal that has competent jurisdiction with respect to any such subject matter.

**13.5. Non-Released Claims Jurisdiction.** All obligations, rights or duties arising under the Insurance Policies with regard to coverage for any Non-Released Claims shall be determined in an appropriate non-bankruptcy forum pursuant to applicable non-bankruptcy law as if the Chapter 11 Cases had never been filed, except with regard to credit for any payments received under the Plan by a Holder of a Non-Released Claim and/or exhaustion of limits under any Insurance Policies by payment of the Settlement Amount.

#### **SECTION 14. ~~SECTION 14.~~ MISCELLANEOUS PROVISIONS**

**14.1. Binding Effect of ~~First Amended~~ Plan.** The provisions of the ~~First Amended~~ Plan shall be binding upon all parties and inure to the benefit of the Debtors, their Estates, and their respective predecessors, successors, assigns, and Representatives. The terms of the ~~First Amended~~ Plan shall be enforceable against the Debtors, their Creditors, Holders of Interests in the Debtors, the Liquidation Trust, the Settlement Parties, and all parties-in-interest.

**14.2. Reservation of Rights.** Except as expressly set forth in the ~~First Amended~~ Plan and/or the Plan Documents, nothing contained in the ~~First Amended~~ Plan shall constitute a waiver of any right, claim, or cause of action of the Debtors or the Liquidation Trust. Except as set forth in the ~~First Amended~~ Plan and/or the Plan Documents, any rights, claims, or causes of action accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any statute or legal theory, including, without limitation, any Avoidance Actions, shall be transferred to the Liquidation Trust; provided, however, that the Debtors and the Estates shall not retain

and/or transfer any such Avoidance Actions against the Former Representatives. Pursuant to sections 1123(a)(5) and 1123(b)(3)(B) of the Bankruptcy Code and consistent with Section 6.3 of the ~~First Amended~~ Plan, the Liquidation ~~Trust~~, Trustee shall retain and shall be the appointed representative with exclusive authority to pursue, litigate, enforce, adjust and compromise and settle any such rights, claims, or causes of action, as appropriate, in accordance with what is in the best interests of and for the benefit of the Creditors who will receive Distributions from the Liquidation Trust. Notwithstanding any other provision of the ~~First Amended~~ Plan to the contrary, the Releases and the Bankruptcy Injunctions set forth in Sections ~~55.8~~ and ~~77.1~~ shall not be deemed or construed to satisfy, discharge, release or enjoin Claims by any Entity against the Sexual Misconduct Claims Fund for payment of the Sexual Misconduct Claims in accordance with the Sexual Misconduct Claims Fund Procedures. Nothing contained in the ~~First Amended~~ Plan shall be deemed or construed to constitute a waiver of any right or claim of a Released Party to enforce or assert any defense under any Plan Document.

**14.3. No Admission of Liability.** The provisions of this ~~First Amended~~ Plan ~~or~~ and the Plan Support Agreement shall not constitute an admissions that any Released Party or Harvey Weinstein is admitting any wrongdoing, liability, fault or violation of law and no Insurance Company is admitting coverage under any policy of insurance.

Notwithstanding anything in the Plan or Confirmation Order to the contrary, no provision of the Plan or the Plan Documents, including without limitation any exhibits and attachments thereto, or of any order, opinion, finding, statement or ruling in these Chapter 11 Cases, including without limitation any provision that purports to be preemptory or supervening, shall impair, release, waive, enlarge or in any way affect any obligations, rights, duties, claims or defenses of the Insurance Companies, the Debtors, the Former Representatives or any other person or entity claiming rights to coverage under any Insurance Policies, with regard to any Non-Released Claims.

Further, the Sexual Misconduct Claims Examiner's determination and information or documents related thereto with respect to a Sexual Misconduct Claim (i) shall not be offered, introduced, admitted, referenced, discussed or otherwise disclosed to the judge, jury (any mediator(s) or arbitrator(s)) or any other finder of fact in any non-bankruptcy lawsuit or proceeding concerning any Non-Released Claim for any reason, except by a Released Party if necessary to prove entitlement to a credit against any amounts owed in connection with a judgment, award, decree or other order with respect to any such Non-Released Claim against any of the Released Parties, (ii) shall not have, and shall not be argued by a Holder of Non-Released Claims to have, preclusive, binding, res judicata, estoppel, or preemptive effect of any kind whatsoever with respect to the amount of any such Holder's Non-Released Claims, and (iii) shall not constitute an adjudication, judgment, trial, hearing on the merits, settlement, resolution of or otherwise establish any parties' liability or obligation for any Non-Released Claims.

Rather, the ~~Parties agree and acknowledge that (i) the~~ Debtors, the Former Representatives and Harvey Weinstein deny all allegations and Claims asserted against them, ~~(ii);~~ this ~~First Amended~~ Plan and the Plan Support Agreement are without prejudice to any coverage position taken or that may be taken by any Insurance Company, any Former

Representative, or Harvey Weinstein; and ~~(iv)~~ this ~~First Amended~~ Plan and the Settlement embodied herein is put forth to avoid the risk, burden, and expense of litigation.

**14.4. Dissolution of the Committee.** On the Effective Date, the Committee shall thereupon be released and discharged of and from all further authority, duties, responsibilities, and obligations arising from and based upon the Chapter 11 Cases, and the Committee shall be deemed dissolved; *provided, however*, that (a) in the event that the Effective Date occurs prior to the Confirmation Order becoming a Final Order, the Committee may, at its option, continue to serve and function for the purpose of participating in any appeal of the Confirmation Order until such time as the Confirmation Order becomes a Final Order, and (b) if the Effective Date occurs prior to the conclusion of any outstanding litigation or adversary proceedings in the Chapter 11 Cases or prior to the entry of a Final Order with respect to final fee applications of Bankruptcy Professionals, the Committee may, at its option, continue to serve until a Final Order is entered with respect to such proceedings and/or applications.

**14.5. Exculpation and Release.** The Exculpated Parties shall not have or incur, and are hereby released from, any claim, obligation, cause of action, and/or liability to any Holder of a Claim, Interest, or any other Entity or any of their respective successors, assigns or Representatives for any act or omission with respect to or arising out of the Chapter 11 Cases, the pursuit of confirmation of the ~~First Amended~~ Plan, the consummation of the ~~First Amended~~ Plan, or the administration of the ~~First Amended~~ Plan or the property to be distributed under the ~~First Amended~~ Plan, except for gross negligence, fraud or willful misconduct or any obligations that they have under or in connection with the ~~First Amended~~ Plan, the Plan Documents, or any transactions contemplated thereby, and in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the ~~First Amended~~ Plan.

**14.6. Governing Law.** Unless a rule of law or procedure is governed by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof, shall govern the construction of the ~~First Amended~~ Plan and the Plan Documents, except as otherwise expressly provided in the Plan Documents.

**14.7. Notice.** Any notices, requests and demands required or permitted to be provided under the ~~First Amended~~ Plan, in order to be effective, shall be in writing, and unless otherwise expressly provided herein, shall be deemed to have been duly given and made when served by (i) certified mail, return receipt request or (ii) by overnight delivery service, and (iii) confirmed by email service, to be addressed as follows:

To Debtors:

Mark D. Collins (No. 2981)  
 Paul N. Heath (No. 3704)  
 Zachary I. Shapiro (No. 5103)  
 RICHARDS, LAYTON & FINGER, P.A.  
 920 N. King Street  
 Wilmington, Delaware 19801  
 Phone: (302) 651-7700

Facsimile: (302) 651-7701

and

Paul H. Zumbro (admitted *pro hac vice*)  
Lauren A. Moskowitz (admitted *pro hac vice*)  
Salah M. Hawkins (admitted *pro hac vice*)  
CRAVATH, SWAINE & MOORE LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Telephone: (212) 474-1000  
Facsimile: (212) 474-3700

To Committee:

James I. Stang (CA Bar No. 94435)  
Robert J. Feinstein (NY Bar No. 1767805)  
Debra I. Grassgreen (CA Bar No. 169978)  
Colin R. Robinson (DE Bar No. 5524)  
PACHULSKI STANG ZIEHL & JONES LLP  
919 North Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, DE 19899 (Courier 19801)  
Telephone: 302-652-4100  
Facsimile: 302-652-4400

**14.8. Section 346 Injunction.** In accordance with section 346 of the Bankruptcy Code, for purposes of any state or local law imposing a tax, income will not be realized by the Debtors by reason of the forgiveness or discharge of indebtedness resulting from the consummation of the ~~First Amended~~ Plan. As a result, each state or local taxing authority is permanently enjoined and restrained, after the Confirmation Date, from commencing, continuing, or taking any act to impose, collect or recover in any manner any tax against the Debtors arising by reason of the forgiveness or discharge of indebtedness under the ~~First Amended~~ Plan.

**14.9. Exemption from Taxes.** Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any equity security under the ~~First Amended~~ Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or with respect to, the ~~First Amended~~ Plan shall be exempt from all transfer and recordation taxes, stamp taxes or similar taxes.

**14.10. Plan Supplement.** Any Plan Supplement (and amendments thereto) filed by the ~~Debtors~~ Plan Proponents shall be deemed an integral part of the ~~First Amended~~ Plan and shall be incorporated by reference as if fully set forth herein. Any and all exhibits, lists or schedules referred to herein or in the Disclosure Statement but not filed with the ~~First Amended~~ Plan shall be contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court at least

five (5) Business Days prior to the deadline established by the Bankruptcy Court for filing and service of objections to the ~~First Amended~~ Plan.

**14.11. Severability.** If, prior to the Confirmation Date, any term or provision of this ~~First Amended~~ Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable under applicable law, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent permitted by applicable law, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted, *provided, however*, that any such altered form must be consistent with the Plan Support Agreement. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this ~~First Amended~~ Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this ~~First Amended~~ Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

**14.12. Standing of Released Parties.** Each of the Released Parties shall have standing to seek relief from the Bankruptcy Court or any court of competent jurisdiction for purposes of enforcement of the Channeling Injunction or other Injunction or releases under the ~~First Amended~~ Plan and the Plan Support Agreement to the extent that any act occurs or is taken that is contrary to the provisions of, or would interfere with, restrict, defeat, nullify, violate or otherwise limit the protections afforded the Released Party through the Channeling Injunction or other Injunction or releases under the ~~First Amended~~ Plan and the Plan Support Agreement.

Dated: ~~August 31, 2020~~  
~~Wilmington, Delaware~~

~~Respectfully submitted,~~

~~/s/ Paul H. Zumbro~~

~~**CRAVATH, SWAINE & MOORE LLP**~~

~~Paul H. Zumbro (admitted *pro hac vice*)~~

~~Lauren A. Moskowitz (admitted *pro hac vice*)~~

~~Salah M. Hawkins (admitted *pro hac vice*)~~

~~Worldwide Plaza~~

~~825 Eighth Avenue~~

~~New York, NY 10019~~

~~Telephone: (212) 474-1000~~

~~Facsimile: (212) 474-3700~~

~~—and—~~

~~**RICHARDS, LAYTON & FINGER, P.A.**~~

~~Mark D. Collins (No. 2981)~~

~~Paul N. Heath (No. 3704)~~

~~Zachary I. Shapiro (No. 5103)~~

~~Brett M. Haywood (No. 6166)~~

~~David T. Queroli (No. 6318)~~

~~One Rodney Square~~

~~920 North King Street~~

~~Wilmington, DE 19801~~

~~Telephone: (302) 651-7700~~

~~Facsimile: (302) 651-7701~~

~~*Attorneys for the Debtors and Debtors in Possession*~~

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**EXHIBITS**

Exhibit 1: Definitions

Exhibit 2: List of Debtors

**Exhibit 3: Plan Support Agreement [forthcoming]**

**Exhibit 4: Sexual Misconduct Claims Fund Procedures**

**SCHEDULES**

Schedule 1: Released Professionals

Schedule 2: Insurance Companies' Funding Amounts



**EXHIBIT 1****DEFINITIONS**

In addition to other words and terms defined elsewhere in the Plan Documents, the terms below shall have the respective meanings specified below:

**1.1 Additional Insured:** To the extent permissible by law: (i) the Debtors' predecessors, all of each Debtor's past and present subsidiaries and the predecessors and successors of such subsidiaries, their past and present affiliates and joint ventures and their predecessors and successors, and all of their past, present and future assigns; (ii) any other current or former affiliate of the Debtors, including any corporations that have been acquired by, merged into or combined with the Debtors, their predecessors, or past and present subsidiaries, affiliates successors and assigns; and (iii) any and all entities named as insureds or other insureds whether specifically listed or listed under a special endorsement, or that are otherwise named or claimed to be insured under the Insurance Policies, and those entities' directors, officers, agents and employees.

**1.2 Administrative Expense Claim:** Any (i) cost or expense of administration of the Chapter 11 Cases under section 503(b) of the Bankruptcy Code including, but not limited to: (a) any actual and necessary postpetition cost or expense of preserving the Estates or operating the businesses of the Debtors; (b) any payment to be made under the ~~First Amended~~ Plan, as the case may be, to cure a default on an assumed executory contract or unexpired lease; (c) any postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by one or more of the Debtors in the ordinary course of business; (d) any valid and allowed reclamation claims in accordance with section 546(c) of the Bankruptcy Code; (e) compensation or reimbursement of expenses of professionals to the extent allowed by the Bankruptcy Court under sections 328, 330(a) or 331 of the Bankruptcy Code; (f) any Claim for compensation or reimbursement of expenses relating to services rendered in making a substantial contribution in the Chapter 11 Cases under sections 503(b)(3), (4) or (5) of the Bankruptcy Code; (g) all Claims for adequate protection payments authorized in connection with any debtor-in-possession credit facility; and (h) Section 503(b)(9) Claims; and (ii) any United States Trustee fee or charge assessed against any of the Estates under 28 U.S.C. § 1930.

**1.3 Affiliate:** As to any specified Entity: (i) any other Entity that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by, or is under common control with, the specified Entity, and (ii) any Entity that is an "affiliate" (within the meaning of Bankruptcy Code § 101(2)) of the specified Entity. As used in clause (i) of this definition, "control" shall include the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an Entity (whether through ownership of equity of that Entity, by contract, or otherwise).

**1.4 Allianz Insurance Companies: The American Insurance Company and Fireman's Fund Insurance Company and each of their respective affiliates and successors.**

**1.5 ~~1.4~~ Allowed:** With respect to any Claim other than an Administrative Expense Claim, a Disputed Claim or a Sexual Misconduct Claim, (i) any Claim that is specifically

designated as Allowed under the ~~First Amended~~ Plan, (ii) any Claim proof of which was timely filed with the Bankruptcy Court or its duly appointed claims agent, or, in compliance with any order of the Bankruptcy Court regarding the filing of a proof of claim, with respect to which either no objection to the allowance thereof has been filed within the applicable period of limitation fixed by either the ~~First Amended~~ Plan or Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or the Claim has been allowed by a Final Order (but only to the extent so allowed), or (iii) any Claim that has been, or hereafter is, listed in the schedules as liquidated in amount and not disputed or contingent; *provided, however*, that notwithstanding the foregoing, with respect to a Sexual Misconduct Claim, the Sexual Misconduct Claims Fund Procedures shall govern the determination as to whether or not such Claims constitute Allowed Claims. Allowed Claims shall not, for purposes of Distribution under the ~~First Amended~~ Plan, include: (a) for any Claim arising prior to the Petition Date, interest on such Claim accruing from or after the Petition Date; or (b) any Non-Compensatory Damages.

With respect to any Claim that is asserted to constitute an Administrative Expense Claim, (i) a Claim that represents an actual and necessary expense of preserving the Estate or operating the business of the Debtors, to the extent such Claim is determined by the Debtors to constitute an Administrative Expense Claim; (ii) other than with respect to a Claim of a Bankruptcy Professional, a Claim that has been Allowed in whole or in part by a Final Order of the Bankruptcy Court and only to the extent that such allowed portion is determined pursuant to a Final Order to constitute a cost or expense of administration under sections 503(b) and 507(a)(1) of the Bankruptcy Code; or (iii) that represents a Claim of a Bankruptcy Professional, to the extent such Claim is allowed by a Final Order of the Bankruptcy Court under section 330 of the Bankruptcy Code.

**1.6     ~~1.5~~ Assets:** (i) All real or personal property of the Debtors (including as debtors in possession) of any nature, including, without limitation, any Cash, real property, leases, subleases, licenses, goods, materials, supplies, furniture, fixtures, equipment, works in process, accounts receivable, tax refunds, chattel paper, deposit accounts, reserves, deposits, contractual rights, intellectual property rights, claims, Causes of Action (including Avoidance Actions), and any other general intangibles of any nature whatsoever, including, without limitation, “property of the estate” pursuant to section 541 of the Bankruptcy Code; and (ii) proceeds, products, rents and profits of all of the foregoing.

**1.7     ~~1.6~~ Avoidance Actions:** Any and all pending or possible actions, proceedings, accounts, controversies, agreements, promises, claims and rights of each Debtor and its Estate to (i) avoid or recover a transfer of property of any of the Debtors’ Estates or an interest of any of the Debtors in property or (ii) subordinate any Claim against or Interest in any of the Debtors, including, without limitation, actions arising under sections 502(d), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, or under related state or federal statutes and common law, whether or not litigation has been commenced with respect to such cause of action as of the Effective Date.

**1.8     ~~1.7~~ Ballot:** A ballot approved by the Bankruptcy Court in the Chapter 11 Cases to be distributed to Holders of impaired Claims, for acceptance or rejection of the ~~First Amended~~ Plan.

**1.9 ~~1.8~~ Bankruptcy Code:** Title 11 of the United States Code.

**1.10 ~~1.9~~ Bankruptcy Court:** The United States Bankruptcy Court for the District of Delaware, or any other court having jurisdiction over these Chapter 11 Cases or any proceeding within, or appeal of an order entered in, these Chapter 11 Cases.

**1.11 ~~1.10~~ Bankruptcy Injunctions:** The Plan Injunction provided for in Section 7.3 of the ~~First Amended~~ Plan, the Section 346 Injunction provided for in Section ~~14.9~~**14.7** of the ~~First Amended~~ Plan and the Channeling Injunction provided for in Section 5.8 of the ~~First Amended~~ Plan.

**1.12 ~~1.11~~ Bankruptcy Professional:** Any Entity (i) employed pursuant to an order of the Bankruptcy Court in accordance with sections 327 or 1103 of the Bankruptcy Code and to be compensated for services pursuant to sections 327, 328, 329, 330 and/or 331 of the Bankruptcy Code, or (ii) who wishes to apply to the Bankruptcy Court for compensation and reimbursement of expenses pursuant to section 503(b)(4) of the Bankruptcy Code.

**1.13 ~~1.12~~ Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure, as amended, as applicable to the Chapter 11 Cases, including the local rules of the Bankruptcy Court.

**1.14 ~~1.13~~ Bar Date(s):** The date(s) fixed by order(s) of the Bankruptcy Court by which Entities required by such order to file a proof of claim must file a proof of claim or be forever barred from asserting such Claim against the Debtors or their property and from voting on the ~~First Amended~~ Plan and/or sharing in distributions hereunder.

**1.15 ~~1.14~~ Business Day:** Any day other than Saturday, Sunday, or a “legal holiday,” as such term is defined in Bankruptcy Rule 9006(a).

**1.16 ~~1.15~~ Cash:** United States currency, a check drawn on a U.S. domestic bank, or a wire transfer of funds.

**1.17 ~~1.16~~ Cash Reserves:** The Contingent Claims Cash Reserve and the Disputed Claims Cash Reserve.

**1.18 ~~1.17~~ Causes of Action:** Any claim (other than the Claims against the Debtors), cause of action, controversy, demand, agreement, right (including to legal or equitable remedies), action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and/or franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. A Cause of Action also includes without limitation: (a) any right of setoff, counterclaim, or recoupment and/or any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or

defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Action.

**1.19 ~~1.18~~ Channeling Injunction:** The permanent injunction provided for in Section 5.8 of the ~~First Amended~~ Plan and to be issued pursuant to the Confirmation Order with respect to Sexual Misconduct Claims.

**1.20 ~~1.19~~ Chapter 11 Cases:** The jointly administered cases under the Bankruptcy Code, presently pending in the Bankruptcy Court and captioned *In re Weinstein Company Holdings, LLC*, Case No. 18-10601.

**1.21 ~~1.20~~ Chubb Insurance Companies:** Federal Insurance Company; Great Northern Insurance Company; Westchester Fire Insurance Company; Pacific Indemnity Company; Chubb Indemnity Insurance Company; Executive Risk Indemnity Inc.; Chubb National Insurance Company; and ACE American Insurance Company and each of their respective affiliates and successors.

**1.22 ~~1.21~~ Claim:** Shall include, without limitation, any and all past, present or future claims, cross-claims, counterclaims, third-party claims, contribution claims, indemnification claims, rights, causes of action, orders, liabilities, notices of liability or potential liability, arbitrations, actions, suits, damages, demands, disputes, obligations, judgments, duties, defenses, liens, administrative proceedings, costs, expenses, attorneys' (and other) fees, matters, requests or proceedings of any kind or nature whatsoever and any claim within the definition of "claim" in section 101(5) of the Bankruptcy Code, regardless of where arising or where brought, whether at law, equity, contract, statute, or otherwise direct, indirect, or derivative, known or unknown, actual or alleged, asserted or not asserted, suspected or unsuspected, anticipated or unanticipated, fixed or contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, domestic or foreign, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, existing under any federal, state, local, foreign, tribal, common law, ordinance, statute or regulation, which has been, could have been, or may be asserted by or on behalf of any person or entity against the Debtors, their predecessors, successors, assigns, or any current or former Affiliate of any of the foregoing, or any other Released Party or Harvey Weinstein, whether seeking damages (including compensatory, punitive or exemplary damages and all other potential elements of recovery or relief) or equitable, mandatory, injunctive, or any other type of relief, irrespective of the expiration of any applicable statute of limitations.

**1.23 ~~1.22~~ Class:** A category of Claims or Interests pursuant to a ~~First Amended~~ Plan, as such term is used and described in section 1122 of the Bankruptcy Code.

**1.24 ~~1.23~~ Class . . . Claim / Interest:** The specific Class into which Claims or Interests are classified pursuant to the ~~First Amended~~ Plan.

~~**1.24 Class Action Counsel:** Elizabeth A. Fegan of Fegan Scott LLC and Steve W. Berman of Hagens Berman Sobol & Shapiro LLP.~~

**1.25 Committee:** The Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

**1.26 Confirmation:** Approval of the ~~First Amended~~ Plan by the Bankruptcy Court, pursuant to section 1129 of the Bankruptcy Code.

**1.27 Confirmation Date:** The date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

**1.28 Confirmation Hearing:** The hearing to be held before the Bankruptcy Court by which ~~Debtors~~ the Plan Proponents will seek Confirmation of the ~~First Amended~~ Plan.

**1.29 Confirmation Order:** The order entered by the Bankruptcy Court confirming the ~~First Amended~~ Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code, which will contain the Channeling Injunction and Releases.

**1.30 Contingent Claims:** A Claim that is a contingent and/or unliquidated Claim. Contingent Claims shall not include Sexual Misconduct Claims.

**1.31 Contingent Claims Cash Reserve:** The Cash deposited by the Liquidation Trustee in one or more segregated accounts on the Effective Date, which amount shall be the good faith estimate of the total Distributions to be made on account of all Contingent Claims against the Debtors as of such date. The Debtors or the TWC Liquidation Trustee, as applicable, shall seek Bankruptcy Court approval of such Contingent Claims Cash Reserve on the Effective Date or as soon thereafter as practicable.

**1.32 Contract and Commercial Cases:** Includes, without limitation, (i) *Donald P. Borchers v. The Weinstein Company, LLC, et al.*, Case No. 2:~~17~~: 17-cv-6263 (C.D. Cal.); (ii) *Lesia Anson v. Harvey Weinstein et al.*, Case No. 2:~~17~~: 17-cv-08360 (C.D. Cal.); (iii) *Terence Williams v. Bob Weinstein, et al.*, Case No. 2:~~18~~: 18-cv-10776 (E.D. Mich.); (iv) *Tensor Law P.C. v. Harvey Weinstein et al.*, Case No. SC128650 (L.A. Super. Ct.); (v) *EMJAG Productions, Inc., et al. v. The Weinstein Company LLC*, Case No. BC 685511 (L.A. Super. Ct.); (vi) *AI International Holdings (BVI), Limited v. Harvey Weinstein et al.*, Case No. 656864-2017E (N.Y. Sup. Ct.); (vii) *Entertainment One Films Canada, Inc. v. Weinstein Global Film Corp. et al.*, Case No. BC692352 (L.A. Super. Ct.); (viii) *Brad Weston et al. v. The Weinstein Company*, Case No. BC679011 (L.A. Super. Ct.); (ix) *Frank Gil v. Weinstein Live Entertainment LLC, et al.*, Case No. 653555/2019 (N.Y. Sup. Ct.); and (x) *Sartraco et al v. Robert Weinstein, et al.*, Case No. 19 cv- 00448 (Cal. Super. Ct.).

**1.33 Contract and Commercial Claim(s):** Any Claim arising from, connected to or related to the Contract and Commercial Cases.

**1.34 Creditor:** A “creditor,” as defined in section 101(10) of the Bankruptcy Code.

**1.35 Debtors:** The Weinstein Company Holdings LLC and fifty-four (54) affiliated companies. ~~A~~ table identifying each Debtor, its chapter 11 bankruptcy case number, and the last four digits of its federal tax identification number is provided in Exhibit 2 of the ~~First Amended~~ Plan.



**1.36 Disclosure Statement:** The ~~First Amended~~ Disclosure Statement dated ~~August 31~~October 1, 2020, filed under section 1125 of the Bankruptcy Code in the Chapter 11 Cases with respect to the ~~First Amended~~ Plan, as it may be amended, modified, or supplemented from time to time.

**1.37 Disputed Claim:** A Claim which has been (i) “scheduled” as disputed or (ii) subject to an objection filed within the applicable period of limitation fixed by either the ~~First Amended~~ Plan or the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court; *provided, however*, regardless of whether an objection has been filed to such Claims, all Sexual Misconduct Claims shall be excluded from the definition of Disputed Claim.

**1.38 Disputed Claims Cash Reserve:** The Cash deposited by the Liquidation Trustee or in one or more segregated accounts on the Effective Date which amount shall be the good faith estimate of the total Distributions to be made on account of all Disputed Claims, determined by the Liquidation Trustee.

**1.39 Distributable Cash:** All Liquidation Trust Assets reduced to Cash net of all expenses and costs of operating or effectuating the duties of the Liquidating Trust and establishing any reserves as the Liquidation Trustee may determine is necessary pursuant to the terms of this ~~First Amended~~ Plan and the Liquidation Trust Agreement.

**1.40 Distribution(s):** The payment or distribution under the ~~First Amended~~ Plan of property or interests in property of the Debtors to the Holders of Allowed Claims, to the Liquidation Trust, and to the Sexual Misconduct Claims Fund, as applicable.

**1.41 Effective Date:** The first Business Day after the date on which all of the conditions precedent to the effectiveness of the ~~First Amended~~ Plan have been satisfied or waived in accordance with the terms of the ~~First Amended~~ Plan, or, if a stay of the Confirmation Order is in effect on such date, the first Business Day after the expiration, dissolution, or lifting of such stay.

**1.42 Entity:** Any person, individual, corporation, partnership, firm, limited liability company, association, joint stock company, joint venture, estate, trust, business trust, unincorporated organization, government or any political subdivision thereof, the United States Trustee, or other person or entity.

**1.43 Estate:** As to each Debtor, the estate created for such Debtor under section 541 of the Bankruptcy Code upon the commencement of its Chapter 11 Case.

**1.44 Exculpated Parties:** Each of (i) the Debtors, and any of their respective successors or assigns, and any of their respective Representatives; (ii) the Committee, its members and any of their respective Representatives; (iii) the Released Parties and any of their respective Representatives; and (iv) Proposed Class ~~Action~~Plaintiffs’ Counsel and any of their respective Representatives.

**1.45 File, Filed, or Filing:** Shall mean, respectively, file, filed, or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

**1.46 Final Order:** An order of a court: (i) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for reargument, rehearing or reconsideration has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for reargument, rehearing or reconsideration shall then be pending; or (ii) in the event that an appeal, writ of certiorari, or other appellate review or reargument, rehearing or reconsideration thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed from which writ of certiorari or other appellate review or reargument, rehearing or reconsideration was sought, and the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, and to move for reargument, rehearing or reconsideration shall have expired or such appeal has been withdrawn with prejudice; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be Filed with respect to such order shall not cause such order not to be a Final Order.

**1.47 Former Representatives:** Robert Weinstein, Tarak Ben Ammar, James Dolan, Frank Gil, David Glasser, Richard Koenigsberg, Marc Lasry, Lance Maerov, Jeff Sackman, Tim Sarnoff, Barbara Schneeweiss, Paul Tudor Jones, and Dirk Ziff. *The definition of Former Representatives does not include Harvey Weinstein.*

**1.48 Former Representatives Defense Costs:** The \$9,743,052.00 to be paid by the Insurance Companies for the Former Representatives costs in connection with the defense of the applicable cases.

**1.49 General Unsecured Claim:** An unsecured Claim against any Debtor and any claims in connection with the rejection or termination of executory contracts and unexpired leases, *but excluding* any Administrative Expense Claims, Priority Claims, Secured Claims, Sexual Misconduct Claims, Intercompany Claims, and Interests. For the avoidance of doubt, any Tort Claim that is not a Sexual Misconduct Claim is a General Unsecured Claim.

**1.50 Global Escrow Agent:** Epiq Class Action & Claims Solutions, Inc. in its role distributing the Settlement Amount in accordance with the terms of the ~~First Amended~~ Plan.

**1.51 Holder:** The holder of a Claim against the Debtors or the Holder of an Interest in the Debtors.

**1.52 Impaired:** When used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

**1.53 Initial Administrative Claims Bar Date:** February 15, 2019, the filing deadline for Administrative Expense Claims that existed from the Petition Date through December 31, 2018.

**1.54 Initial Bar Date Order:** *Order (I) Establishing Deadlines for Filing Proofs of Claim, (II) Establishing Deadlines for Filing Requests for Payment of Postpetition Administrative Expenses, (III) Approving Form and Notice Thereof, and (IV) Granting Related Relief* of the Bankruptcy Court entered on December 27, 2018 (Dkt. No. 1890).

**1.55 Insurance Companies:** Shall mean National Union Fire Insurance Company of Pittsburgh, Pa.; The American Insurance Company; Fireman's Fund Insurance Company; Federal Insurance Company; Great Northern Insurance Company; Westchester Fire Insurance Company; Pacific Indemnity Company; Chubb Indemnity Insurance Company; Executive Risk Indemnity Inc.; Chubb National Insurance Company; ACE American Insurance Company, on behalf of themselves and their subsidiaries, Affiliates, parents, predecessors, or successors and (ii) any other insurance company, reinsurer, insurance broker or syndicate insurance broker, guaranty association, liquidator, or any other Entity with actual or potential obligation or liability to the Debtors based on any insurance policy issued to the Debtors; *provided, however*, Insurance Companies shall not include AIG Europe Limited and AIG Europe SA.

**1.56 Insurance Policies:** Any insurance policy issued by an Insurance Company.

**1.57 Intercompany Claim:** Any Claim by a Debtor against another Debtor.

**1.58 Interest:** The interest, as that term is defined in section 101(17) of the Bankruptcy Code, of any Entity who holds an equity security in the Debtors no matter how held, including, but not limited to, issued and outstanding shares of common stock, preferred stock, stock options, warrants, membership interests, or other evidence of interests in securities of the Debtors.

**1.59 Internal Revenue Code:** The Internal Revenue Code of 1986, as amended, and any applicable rulings, regulations (including temporary and proposed regulations) promulgated thereunder, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or the IRS.

**1.60 IRS:** The United States of America's Internal Revenue Service.

**1.61 Lien:** A "lien" as defined in section 101(37) of the Bankruptcy Code.

**1.62 Liquidated Value:** The dollar ~~amount~~ value of the Point Award for an Allowed Sexual Misconduct Claim as determined ~~by the Sexual Misconduct Claims Fund Administrator in accordance with the Sexual Misconduct Claims Fund Procedures or the United States District Court for the District of Delaware.~~

**1.63 Liquidation Trust:** The Liquidation trust established by Section 6 of the ~~First Amended~~ Plan pursuant to section 105(a) of the Bankruptcy Code and the Liquidation Trust Agreement.

**1.64 Liquidation Trust Agreement:** The trust agreement establishing and delineating the terms and conditions of the Liquidation Trust.

**1.65 Liquidation Trust Assets:** The Liquidation Trust Settlement Payment and all other Assets of the Estates.

**1.66 Liquidation Trust Beneficiaries:** The Holders of Allowed Claims against the Debtors under the ~~First Amended~~ Plan, but not including the Holders of Sexual Misconduct Claims.

**1.67 Liquidation Trust Documents:** The Liquidation Trust Agreement and all documents, attachments and exhibits thereto, and any amendments thereto made in accordance with the Bankruptcy Code, and which aid in effectuating the Liquidation Trust, which documents, attachments, and exhibits shall be filed with the Bankruptcy Court.

**1.68 Liquidation Trust Expense Reserve:** The reserve established pursuant to the ~~First Amended~~ Plan by the Liquidation Trustee to hold funds as are reasonably necessary for the Liquidation Trust to satisfy the expenses of administering the Liquidation Trust, including, without limitation, the winding down and closing of the Debtors' Chapter 11 Cases, the Liquidation Trustee's reasonable professional fees and expenses in respect of the claims reconciliation process, the liquidation of Liquidation Trust Assets, the prosecution, negotiation and settlement of any causes of action with respect thereto, and the making of Distributions by the Liquidation Trustee under the ~~First Amended~~ Plan.

**1.69 Liquidation Trust Settlement Payment:** The sum of \$8,407,305.00 to be paid by the Insurance Companies to the Liquidation Trust in accordance with the terms of the ~~First Amended~~ Plan.

**1.70 Liquidation Trustee:** The individual initially selected by the trade claimant members of the Committee to act as trustee of the Liquidation Trust pursuant to the terms of the Liquidation Trust Documents to administer the Liquidation Trust, and any successors thereto.

**1.71 Non-Compensatory Damages:** Any and all damages awarded by a court of competent jurisdiction that are penal or exemplary in nature, including, without limitation, any fine, penalty, forfeiture, attorneys' fees (to the extent such attorneys' fees are punitive or exemplary in nature), or multiple, punitive, exemplary, vindictive, imaginary, or presumptive damages based upon, arising from, or relating to any cause of action whatsoever (including, without limitation, violation of law, personal injury, or wrongful death, whether secured or unsecured, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foresee or unforeseen, then existing or thereafter arising in law, equity or otherwise).

**1.72 Non-Debtor Additional Affiliates:** The Debtors' former non-debtor affiliates, including Scary Movie 4 LLC; Derailed SPV, LLC; Mrs. Henderson Presents SPV, LLC; The Matador SPV, LLC; Breaking and Entering SPV, LLC; Come Drink With Me SPV, LLC; SPV Film Distribution LLC; Butler Films LLC; Kristy Films LLC; and TWC Gold SPV, LLC.

**1.73 Non-Debtor Affiliates:** The Debtors' non-debtor affiliates, including The Weinstein Company (UK) Ltd.; Tulip Fever Films Limited; Current Films UK Limited; and MarcoThree, LLC.

**1.74 Non-Debtor Entities:** All companies (other than the Debtors) that Harvey Weinstein was employed by, worked for, or held a position as an officer or director of between January 1, 1979 and October 1, 2017, as well as each of their parents, subsidiaries and Affiliates (including, without limitation, The Walt Disney Company, Disney Enterprises, Inc., Buena Vista International, Inc., Miramax, LLC, Miramax Film Corporation and Miramax Film NY, LLC), or any of their respective equity holders or members, any of their Affiliates or any other independent contractor, current or former

members of the board of representatives of the Non-Debtor Entities; provided, however, that Non-Debtor Entities shall not include (a) the Four Seasons Hotel Limited and Burton Way Hotels LLC, defendants in *Paz De La Huerta v. Harvey Weinstein et. al.*, Case No. 19-cv-02183 (C.D. Cal.) or (b) the Four Seasons Hotel Limited, Burton Way Hotels LLC and Burton Way Hotels Ltd., defendants in *Paz De La Huerta v. Harvey Weinstein et. al.*, Case No. 18SCTV04723 (L.A. Sup. Ct.).

1.75 Non-Released Claim: A Claim against a Non-Released Party for which a full release is not given to such Non-Released Party under the terms of the Plan, including Sexual Misconduct Claims against Harvey Weinstein held by Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein.

**1.76** ~~1.74~~ **Non-Released Party:** See Section ~~1.90~~1.94 below.

**1.77** ~~1.75~~ **NYOAG:** The Office of the New York Attorney General.

**1.78** ~~1.76~~ **NYOAG Lawsuit:** The lawsuit filed by the NYOAG in the Supreme Court of the State of New York, County of New York on behalf of the People of the State of New York in Case No. 0450293/2018 (N.Y. Sup. Ct.).

**1.79** ~~1.77~~ **Other Priority Claim:** A Priority Claim other than a Priority Tax Claim.

**1.80** ~~1.78~~ **Permissible Investments:** (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, (c) demand deposits or certificates of deposit at any bank or trust company, which has, at the time of the deposit, a capital stock and surplus aggregating at least \$1,000,000,000, or (d) such other investments as the Bankruptcy Court may approve from time to time.

**1.81** ~~1.79~~ **Petition Date:** March 19, 2018, the date on which the Debtors commenced their Chapter 11 Cases in the Bankruptcy Court.

**1.82** ~~1.80~~ **Plan Documents:** The ~~First Amended~~ Plan, including all exhibits annexed thereto and made a part hereof, the Disclosure Statement, the Plan Supplement, and all documents, attachments and exhibits thereto, including, but not limited to, the Plan Support Agreement, the Liquidation Trust Documents, the Sexual Misconduct Claims Fund Procedures and any amendments thereto made in accordance with the Bankruptcy Code, and which aid in effectuating the ~~First Amended~~ Plan, which documents, attachments, and exhibits shall be filed with the Bankruptcy Court.

**1.83** ~~1.81~~ **Plan Injunction:** The injunction issued pursuant to Section 7.3 of the ~~First Amended~~ Plan.

**1.84** **Plan Proponents: The Debtors and the Committee.**

**1.85** ~~1.82~~ **Plan Releases:** The releases specified in Section ~~7.2.1, 7.2.2 and 7.2.3~~7.2 of the ~~First Amended~~ Plan.

**1.86 ~~1.83~~ Plan Supplement:** The compilation of documents or forms of documents specified in the ~~First Amended~~ Plan, including, without limitation, any exhibits to the ~~First Amended~~ Plan not included herewith, each in form and substance acceptable to the Debtors.

**1.87 ~~1.84~~ Plan Support Agreement:** The agreement executed by the Settlement Parties on ~~September~~October [●], 2020 and attached hereto as Exhibit 3 [●] ~~(to be filed with the Bankruptcy Court as soon as practicable)~~ forthcoming.

**1.88 Point Award: The number of points awarded pursuant to the Sexual Misconduct Claims Fund Procedures to a Holder of a Sexual Misconduct Claim on account of an Allowed Sexual Misconduct Claim.**

**1.89 ~~1.85~~ Priority Claim:** Any Claim against a Debtor to the extent such claim is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Expense Claim.

**1.90 ~~1.86~~ Priority Tax Claim:** A Claim against the Estates entitled to priority under section 507(a)(8) of the Bankruptcy Code.

**1.91 ~~1.87~~ Pro Rata:** The proportion that the Allowed Claim or Interest in a particular Class bears to the aggregate amount of (a) Allowed Claims or Allowed Interests in such Class as of the date of determination, plus (b) Disputed Claims or Disputed Interests in such Class as of the date of determination, in their aggregate face amounts or such other amount: (i) as calculated by the Debtors, the Liquidation Trustee, or the Sexual Misconduct Claims ~~Fund Administrator~~Examiner (as applicable) on or before the date of any such Distribution, (ii) as determined by an Order of the Bankruptcy Court estimating such Disputed Claim, or (iii) as directed by a Final Order of the Bankruptcy Court.

**1.92 ~~1.88~~ Professional Fee Claim:** A claim under sections 326, 327, 328, 330, 331, 503(b), 1103, or 1104 of the Bankruptcy Code for compensation for services rendered or reimbursement for expenses incurred by any of the Bankruptcy Professionals.

**1.93 Proposed Class Plaintiffs' Counsel: Elizabeth A. Fegan of Fegan Scott LLC and Steve W. Berman of Hagens Berman Sobol & Shapiro LLP.**

**1.94 ~~1.89~~ Released Party(ies):** (i) the Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, the Former Representatives and the Insurance Companies; (ii) professionals of firms specified in Schedule 1 to the ~~First Amended~~ Plan; and (iii) each such persons' or entities' current and former officers, directors and board representatives, predecessors, successors, assigns, insiders, subsidiaries, Affiliates, principals, equity holders, members, trustees, partners, managers, employees, agents, members of any boards or similar bodies of such persons, advisory board members, financial advisors, attorneys, insurers, reinsurers, accountants, investment bankers, consultants, representatives, and other professionals, and such persons' respective heirs, executors, estates, and nominees, in each case, in their capacity as such, or any other person who rendered services for, or provided goods to, any of the Debtors, with respect to liability for the actions or inactions of the Former Representatives, the Debtors, the Estate, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, or the Insurance



Companies; *provided, however*, those persons or entities who fall within subparagraph (iii) (other than persons or entities specified in subparagraphs (i) and (ii)) are not released with respect to their own actions related to Sexual Misconduct Claims, regardless of their relationship with the Former Representatives, the Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, or the Insurance Companies, to the extent such action constitutes aiding, abetting or conspiracy to prevent the disclosure of or to cover up any Sexual Misconduct Claim (each a “Non-Released Party”).<sup>1</sup>

**1.95 ~~1.90~~ Releasing Party(ies):** The Debtors, the ~~Estate~~Estates, the Non-Debtor Affiliates, the Former Representatives, the UCC, the Insurance Companies, and all Holders of Claims and Interests.

**1.96 ~~1.91~~ Releases:** The releases provided for in Section 7.2 of the ~~First Amended~~ Plan, including its subparagraphs.

**1.97 ~~1.92~~ Representative:** With respect to any Entity, the present and former directors, officers, members, managers, employees, trustees, accountants (including independent certified public accountants), advisors, attorneys, consultants, experts or other agents of that Entity, or any other professionals of that Entity, in each case in their capacity as such.

**1.98 ~~1.93~~ Section 346 Injunction:** The injunction provided in Section ~~14.9~~14.7 of the ~~First Amended~~ Plan.

**1.99 ~~1.94~~ Section 503(b)(9) Claims:** Claims arising under section 503(b)(9) of the Bankruptcy Code for the value of any goods received by Debtors within twenty (20) days before the commencement of the Chapter 11 Cases in which the goods have been sold to Debtors in the ordinary course of Debtors’ business.

**1.100 ~~1.95~~ Secured Claim:** Pursuant to section 506 of the Bankruptcy Code, that portion of a Claim that is secured by a Lien against property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code. A Claim is a Secured Claim only to the extent of the value of the claimholder’s interest in the collateral securing the Claim or to the extent of the amount subject to setoff, whichever is applicable, and as determined under section 506(a) of the Bankruptcy Code.

**1.101 ~~1.96~~ Secured Tax Claim:** A Priority Tax Claim that, absent the secured status of such Claim, would be entitled to priority in right of payment under section 507(a) of the Bankruptcy Code if any such Claims exist as of the Effective Date.

**1.102 ~~1.97~~ Settlement:** The comprehensive global settlement embodied in this ~~First Amended~~ Plan.

**1.103 ~~1.98~~ Settlement Amount:** The sum of \$~~36,714,882.30~~35,214,882.30 to be paid by the Insurance Companies on behalf of the Former Representatives and Harvey Weinstein, which shall be allocated as described in Section 5 of the ~~First Amended~~ Plan.

<sup>1</sup> As specified above, AIG Europe Limited and AIG Europe SA are not Insurance Companies and as such, AIG Europe Limited and AIG Europe SA are not Released Parties.



**1.104 ~~1.99~~ Settlement Party(ies):** All parties who are signatories to the Plan Support Agreement, and each such persons' predecessors, successors, assigns, insiders, subsidiaries, Affiliates, current and former officers, directors and board representatives, principals, equity holders, members, trustees, partners, managers, employees, agents, members of any boards or similar bodies of such persons, advisory board members, financial advisors, attorneys, insurers, reinsurers, accountants, investment bankers, consultants, representatives, and other professionals, and such persons' respective heirs, executors, estates, and nominees, in each case, in their capacity as such.

**1.105 ~~1.100~~ Settlement Releases:** The certain general and specific releases contained within this ~~First Amended~~ Plan and the Plan Support Agreement.

**1.106 ~~1.101~~ Sexual Misconduct Claims:** Shall mean all Tort Claims that arise out of, connect to or relate in any way to any actual or alleged sexual conduct of Harvey Weinstein.

**1.107 ~~1.102~~ Sexual Misconduct Claims Fund:** The sum of \$17,064,525.30 to be paid by the Insurance Companies to the Global Escrow Account in accordance with the terms of the ~~First Amended~~ Plan.

**1.108 ~~1.103~~ Sexual Misconduct Claims ~~Fund Administrator~~ Examiner:** Jed Melnick and Simone Lechuck of ~~Weinstein~~ Melnick ADR, LLP and any of their Representatives.

**1.109 ~~1.104~~ Sexual Misconduct Claims Fund Procedures:** Shall mean the procedures for distribution of the Sexual Misconduct Claims Fund to ~~holders~~ Holders of Sexual Misconduct Claims by the Sexual Misconduct Claims ~~Fund Administrator, to be filed by the Debtors with the Bankruptcy Court as soon as practicable~~ Examiner, attached hereto as Exhibit 4.

**1.110 ~~1.105~~ Supplemental Administrative Claims Bar Date:** The first Business Day that is at least 45 days after the Effective Date.

**1.111 ~~1.106~~ Third-Party Releases:** The third-party releases described in Section 7 of the ~~First Amended~~ Plan.

**1.112 ~~1.107~~ Tort Claim:** Any Claim (including any Claim asserted against any Released Party by any Non-Released Party) that arises out of or connects or relates in any way to, any actual or alleged conduct of Harvey Weinstein, which shall include, without limitation: (i) actual or alleged sexual misconduct, nonconsensual interactions, harassment (including sexual harassment), uninvited or unwelcome conduct, predatory conduct, inappropriate conduct, degrading conduct, coercive or intimidating behavior, humiliation, tort, hostile work environment, sexual assault, rape, intentional infliction of emotional distress, negligence, negligent infliction of emotional distress, battery, assault, gender violence, false imprisonment, false arrest or detention, sexual abuse, sex trafficking or discrimination based on sex or gender or any similar or related actions, or (ii) defamation, witness tampering, mail fraud, wire fraud, negligent hiring, negligent supervision, negligent retention, negligence, failure to prevent harassment or ratification, in each case that took place in whole or in part on or after June 30, 2005, whether based on direct or vicarious liability, whether domestic or foreign, whether based on breach of fiduciary (or other) duty or intentional or negligent conduct, including but not

limited to allegations of failure to prevent or remedy, failure to disclose, aiding and abetting or efforts or conspiracy to prevent the disclosure, or cover up, of any of the preceding, against the Released Parties.

**1.113 ~~1.108~~ Tort Claimant:** Any Holder of a Tort Claim.

**1.114 ~~1.109~~ Unimpaired:** When used in reference to a Claim or Interest, any Claim or Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

**1.115 ~~1.110~~ United States Trustee:** The Office of the United States Trustee for Region 3.



**Exhibit 2 EXHIBIT 2****LIST OF DEBTORS<sup>1</sup>**

DEBTOR	CASE NO.	DEBTOR	CASE NO.
Avenging Eagle SPV, LLC	18-10602	WTV Guantanamo SPV, LLC	18-10629
TWC Waco SPV, LLC	18-10603	TWC Fearless Borrower, LLC	18-10630
Small Screen Productions LLC	18-10604	DRT Rights Management LLC	18-10631
Small Screen Trades LLC	18-10605	WTV JCP Borrower 2017, LLC	18-10632
Twenty O Five Holdings, LLC	18-10606	TWC Library Songs (BMI), LLC	18-10633
Branded Partners LLC	18-10607	FFPAD, LLC	18-10634
W Acquisition Company LLC	18-10608	WTV Kalief Browder Borrower, LLC	18-10635
Spy Kids TV Borrower, LLC	18-10609	TWC Loop LLC	18-10636
Check Hook LLC	18-10610	WTV Scream 3 SPV, LLC	18-10637
WC Film Completions, LLC	18-10611	TWC Mist, LLC	18-10638
Team Players LLC	18-10612	HRK Films, LLC	18-10639
Weinstein Books, LLC	18-10613	WTV Yellowstone SPV, LLC	18-10640
The Actors Group LLC	18-10614	TWC Polaroid SPV, LLC	18-10641
CTHD 2 LLC	18-10615	InDirections LLC	18-10642
Weinstein Development LLC	18-10616	TWC Production-Acquisition Borrower 2016, LLC	18-10643
The Giver SPV, LLC	18-10617	InteliPartners LLC	18-10644
Weinstein Global Funding Corp.	18-10618	ISED, LLC	18-10645
Cues TWC (ASCAP), LLC	18-10619	TWC Production, LLC	18-10646
The Weinstein Company LLC	18-10620	MarcoTwo, LLC	18-10647
Weinstein Global Film Corp.	18-10621	TWC Replenish Borrower, LLC	18-10648
Tulip Fever LLC	18-10622	TWC Short Films, LLC	18-10649
Current War SPV, LLC	18-10623	One Chance LLC	18-10650
Weinstein Productions LLC	18-10624	TWC Untouchable SPV, LLC	18-10651
TWC Borrower 2016, LLC	18-10625	PA Entity 2017, LLC	18-10652
Weinstein Television LLC	18-10626	Paddington 2, LLC	18-10653
DRT Films, LLC	18-10627	PS Post LLC	18-10654
TWC Domestic LLC	18-10628	Scream 2 TC Borrower, LLC	18-10655

<sup>1</sup> Each Debtor's federal tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <http://dm.epiq11.com/twc>.

~~Schedule 1~~ EXHIBIT 3

PLAN SUPPORT AGREEMENT

[forthcoming]

**EXHIBIT 4**

**SEXUAL MISCONDUCT CLAIMS FUND PROCEDURES**

SEXUAL MISCONDUCT CLAIMS  
RESOLUTION PROCEDURES IN THE CHAPTER 11 CASES  
OF THE WEINSTEIN COMPANY HOLDINGS LLC AND ITS DEBTOR AFFILIATES

**1. PURPOSE**

The purpose of this protocol is to provide for the distribution of funds to holders of Allowed Sexual Misconduct Claims. This protocol does not apply to other Tort Claims, which shall recover solely, if allowed, from the Liquidation Trust in accordance with the Plan and the Liquidation Trust Agreement.

**2. DEFINITIONS**

**2.1 Capitalized Terms**

A capitalized term used but not defined herein shall have the meaning ascribed to it in the Plan or the Bankruptcy Code and such definitions are incorporated herein by reference.

**2.2 Defined Terms**

(a) “Claims Examiner” means Simone Lechuck and Jed Melnick of Melnick ADR, LLP.

(b) “Claimant” means a Holder of an Allowed Sexual Misconduct Claim.

**3. RULES OF INTERPRETATION AND GENERAL GUIDELINES**

**3.1 Sole and Exclusive Method With Respect to the Debtors and Former Representatives (other than Harvey Weinstein)**

The Plan and this protocol shall together be the sole and exclusive method by which a Claimant may seek monetary distribution on account of a Sexual Misconduct Claim against the Debtors and/or Former Representatives; provided, however, that after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the procedures set forth herein, a Claimant shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction.

Holders of Allowed Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Allowed Sexual Misconduct Claims in consideration of the release of their Sexual Misconduct Claims against the Released Parties.

Holders of Allowed Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims.



### 3.2 Conflict with Plan.

The terms of the confirmed Plan (as it may be amended) or the Confirmation Order shall prevail if there is any conflict between the terms of the Plan and the terms of this protocol.

### 3.3 Non-Compensatory Damages and Other Theories of Liability

In determining the distribution to any Claimant, punitive damages and damages that do not compensate the Claimant shall not be considered or allowed, even if these damages could have been considered or allowed under applicable non-bankruptcy law. While punitive damages may be a tool for punishing behavior and deterring future similar behavior, taking potential punitive and similar damages into account in the context of a limit pool settlement would increase administrative costs and burdens and likely would benefit some Claimants to the detriment of other Claimants.

### 3.4 Withdrawal of Claims

A Claimant can irrevocably withdraw a Sexual Misconduct Claim at any time upon written notice to the Claims Administrator. If a Claimant irrevocably withdraws a Sexual Misconduct Claim, the Claimant shall forever be barred, estopped, and enjoined from asserting such Sexual Misconduct Claim against each of the Debtors and the Released Parties and their respective property (or filing a subsequent proof of claim with respect thereto), and each of the Debtors, the Former Representatives, and their respective chapter 11 estates (as applicable), successors, and property shall be forever discharged from any and all indebtedness or liability with respect to or arising from such Sexual Misconduct Claim.

### 3.5 Res Judicata Effect

The Claims Examiner's determination with respect to a Sexual Misconduct Claim shall have no preclusive, res judicata, judicial estoppel, or similar effect outside of the Chapter 11 Cases as to any third party and, accordingly, the Claims Examiner's determination may not be used by or against any Claimant or Harvey Weinstein or any other third party in any other matter, case, or proceeding.

The Claims Examiner's determination and information or documents related thereto with respect to a Sexual Misconduct Claim (i) shall not be offered, introduced, admitted, referenced, discussed or otherwise disclosed to the judge, jury (any mediator(s) or arbitrator(s)) or any other finder of fact in any non-bankruptcy lawsuit or proceeding concerning any Non-Released Claim for any reason, except by a Released Party if necessary to prove entitlement to a credit against any amounts owed in connection with a judgment, award, decree or other order with respect to any such Non-Released Claim against any of the Released Parties, (ii) shall not have, and shall not be argued by a Holder of Non-Released Claims to have, preclusive, binding, res judicata, estoppel, or preemptive effect of any kind whatsoever with respect to the amount of any such Holder's Non-Released Claims, and (iii) shall not constitute an adjudication, judgment, trial, hearing

on the merits, settlement, resolution of or otherwise establish any parties' liability or obligation for any Non-Released Claims.

### 3.6 Confidentiality and Privilege

All information that the Claims Examiner receives from any source about any Sexual Misconduct Claim, including all documents submitted in support of a Sexual Misconduct Claim (e.g., medical records), shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Claimant (or such Claimant's counsel of record). All information that the Claims Examiner receives from any Claimant (including from counsel to such Claimant) shall be subject to a mediation privilege and receipt of such information by the Claims Examiner shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

## 4. SEXUAL MISCONDUCT CLAIMS EXAMINER

Simone Lechuck and Jed Melnick of Melnick ADR, LLP has been appointed as the Claims Examiner under the terms of this protocol and an order of the Bankruptcy Court. The Claims Examiner shall conduct a review of each of the Sexual Misconduct Claims and, according to the guidelines set forth in section 5 below, make determinations upon which individual monetary distributions will be made subject to the Plan. The Claims Examiner's review as to each Claimant shall be final, subject only to: (1) reconsideration and judicial review as set forth in section 8 below; and (2) the option to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction as set forth in section 9 below.

## 5. PROCEDURE FOR ALLOCATION AMONG ALLOWED SEXUAL MISCONDUCT CLAIMS

### 5.1 Proof of Sexual Misconduct Claim

As set forth in the Plan, upon the Effective Date of the Plan, the Debtors shall serve each person that filed a proof of claim asserting a Sexual Misconduct Claim with a long form proof of claim (the "Long Form Proof of Claim"). Holders of Sexual Misconduct Claims must submit the Long Form Proof of Claim to the Claims Examiner within 60 days following the Effective Date of the Plan.

The Claims Examiner shall consider all of the facts and evidence presented by the Claimant in the Claimant's filed Long Form Proof of Claim.

By a date to be established by the Claims Examiner and upon written request by a Claimant or such Claimant's counsel of record, the Claims Examiner may interview any Claimant; provided that any face to face interview shall be conducted by video conference.

## 5.2 Guidelines for Allocation for Allowed Sexual Misconduct Claims

### (a) Initial Evaluation

Each Sexual Misconduct Claim will be evaluated by the Claims Examiner. Before making a final determination regarding a particular Sexual Misconduct Claim, the Claims Examiner shall consider the degree to which the Claimant has proven by a preponderance of the evidence that the sexual misconduct was perpetrated by Harvey Weinstein. The Claims Examiner will evaluate all evidence provided by the Claimant or otherwise available to the Claims Examiner that may enhance or diminish the overall reliability of any asserted Sexual Misconduct Claims.

The Long Form Proof of Claim shall require Claimants to disclose whether such Claimant previously entered into a settlement agreement or executed a release of liability with any of the Released Parties and/or Harvey Weinstein relating to the Sexual Misconduct Claim, the date of the settlement or release, and to provide a copy of such agreement upon request of the Claims Examiner on a confidential basis. Claimants who previously entered a settlement agreement or release of liability with any Released Party and/or Harvey Weinstein relating to a Sexual Misconduct Claim may only recover for conduct that occurred after the date of the settlement or release of liability; provided, however, releases contained in ordinary course of business employment separation agreements shall not be a basis to disallow a Sexual Misconduct Claim.

### (b) Evaluation Factors

The Claims Examiner will review a Claimant's Long Form Proof of Claim and any accompanying evidence according to the guidelines below (the "Point Guidelines"). The Point Guidelines are illustrative of the various types and impacts of conduct, but are not meant to be a complete or conclusive description of all possible fact patterns for which the Claims Examiner may assign points. In evaluating a Claim, the Claims Examiner shall consider the totality of the circumstances of the Sexual Misconduct Claim. The Claims Examiner will also consider the likelihood that the Claimant would have been able to prove such Claimant's claims in court, including the application of relevant statutes of limitation and any other relevant considerations. The fact that a claim may be time-barred under the relevant statute of limitations shall not be used as a total bar to recovery on the Sexual Misconduct Claim.

The Claims Examiner will determine a Point Award in accordance with the Point Guidelines. The total number of points for which a Claimant may qualify is 100 points.

<u>NATURE OF PHYSICAL SEXUAL MISCONDUCT CLAIM</u> <u>MAXIMUM 60 POINTS</u>		
<u>No.</u>	<u>Factor</u>	<u>Examples</u>
1.	<u>Type of alleged conduct</u>	<u>Unwanted penetration of any kind, including oral, anal, or vaginal.</u>  <u>Unwanted sexualized touching, such as being touched by Harvey Weinstein, being coerced or forced to touch Harvey Weinstein,</u>

		<p><u>or forced or coerced to masturbate in front of Harvey Weinstein.</u></p> <p><u>Indecent exposure, such as being exposed to Harvey Weinstein's nudity, partial nudity, or to him masturbating, or being forced or coerced by Harvey Weinstein to remove clothing to expose breast(s), buttocks, or genitals.</u></p>
2.	<u>Frequency and duration</u>	<u>Number of physical encounters.</u>
3.	<u>Direct physical injury</u>	
4.	<u>Control of environment</u>	<p><u>Imprisonment whereby Claimant was physically prevented from leaving the environment, such as being locked in a room in an enclosed space without an easy form of exit (e.g., an airplane or a hotel room); and/or the Claimant was transported to a location at Harvey Weinstein's direction or invitation and then prevented from leaving. Other examples include being physically restrained by Harvey Weinstein or an attempted or actual sexual assault forced the Claimant to lock herself into a room.</u></p>
<p align="center"><u>NATURE OF NON-PHYSICAL SEXUAL MISCONDUCT CLAIM</u></p> <p align="center"><u>MAXIMUM 30 POINTS</u></p>		
<u>No.</u>	<u>Factor</u>	<u>Examples</u>
5.	<u>Stalking</u>	<p><u>Repeated contact by or communication from Harvey Weinstein (e.g., in-person, via text messages, email, or phone, or through intermediaries) after declining, avoiding, or expressing reluctance to communicate or meet with Harvey Weinstein.</u></p> <p><u>Unplanned, unannounced, or otherwise unwelcome visits by Harvey Weinstein at Claimant's residence, lodging, or workplace.</u></p> <p><u>Claimant was followed, investigated, or otherwise targeted by private investigators retained by or on behalf of Harvey Weinstein.</u></p>
6.	<u>Type of non-physical sexual misconduct</u>	<p><u>Verbal sexual harassment may include being asked, explicitly or by implication, to engage in sexual acts or sexual conduct, being subjected to comments about a person's physical attractiveness, being called or exposed to gendered epithets, being subjected to insults based on sex stereotypes (i.e., comments like women are only good for getting married and having children, derogatory comments about menstruation, etc.)</u></p> <p><u>Employment or professional opportunity conditioned on performing gendered personal tasks for Harvey Weinstein outside of and in addition to the Claimant's profession, including those tasks that involved exposure to Harvey Weinstein's sexual encounters (such as obtaining or having to store or otherwise handle penile dysfunction medication for Harvey Weinstein or cleaning rooms following Harvey Weinstein's sexual encounters).</u></p>
7.	<u>Frequency and duration</u>	<u>Number of occurrences, including whether Claimant was employed by the Debtors.</u>
8.	<u>Employment retaliation</u>	<u>Unfavorable employment terms or denial of professional</u>

		<u>opportunity after the Claimant complained, whether in writing or orally, about Harvey Weinstein's sexual misconduct, sexual harassment, and/or sexual discrimination to Harvey Weinstein or others in the workplace, including human resources personnel.</u>
<b>IMPACT OF SEXUAL MISCONDUCT MAXIMUM 10 POINTS</b>		
<b>No.</b>	<b>Factor</b>	<b>Examples</b>
9.	<u>Emotional distress</u>	<u>Mental health problems and other emotional trauma, whether or not diagnosed or treated, including: paranoia, depression, substance abuse, suicide attempt or suicidal ideation, self-harm, anxiety, flashbacks, post-traumatic stress disorder, damage to personal or familial relationships, and difficulty in obtaining or maintaining employment due to mental or emotional condition resulting from incident(s).</u>
10.	<u>Economic harm</u>	<u>Economic harm including monetary loss attributable to retaliation, termination, or denial of professional opportunity by Harvey Weinstein for resisting or refusing to acquiesce to Harvey Weinstein's sexual conduct or demands or for complaining about such conduct or demands.</u>
<b>ADJUSTMENTS TO POINT AWARDS MAXIMUM +/- 20 POINTS (UP TO A MAXIMUM OF 100 TOTAL POINTS)</b>		
<b>No.</b>	<b>Factor</b>	<b>Examples</b>
11.	<u>Age</u>	<u>Age of claimant at time of abuse.</u>
12.	<u>Litigation</u>	<u>What was the outcome of prior litigation? What is the current status of pending litigation?</u>
13.	<u>Corroborating evidence</u>	
14.	<u>Time and location of abuse</u>	<u>What is the statute of limitations in the applicable jurisdiction? Are there any limits on compensatory damages in the applicable jurisdiction?</u>

### **5.3 Joint or Several Liability Issues Not Applicable**

The primary function of the Sexual Misconduct Claim evaluation is to facilitate the fair and equitable division of the proceeds of this settlement among the various Claimants. Accordingly, there will be no consideration of joint or several liability issues vis-à-vis non-Debtor individuals or entities that may potentially be liable for the Sexual Misconduct Claim.

### **6. MINIMUM DISTRIBUTION**

Notwithstanding anything to the contrary herein or in the Plan, every holder of an Allowed Sexual Misconduct Claim shall receive a distribution of at least \$7,500. The Claims Examiner, however, shall have the discretion to apply downward adjustments to the minimum distribution amount based on the total number of Sexual Misconduct Claims.

### **7. MONETARY DISTRIBUTION**

Once the Claims Examiner determines each Claimant's Point Award, the Claims Administrator shall then calculate the value of each Point Award. Each Claimant's Point

Award value will be determined by dividing (x) the total amount of dollars in the Sexual Misconduct Claims Fund (approximately \$17 million) by (y) the total number of points among all of the Point Awards, the result of which will be the value of one point (the "Point Value"). The Claims Administrator will then multiply the Point Value by each Claimant's Point Award to calculate the Liquidated Value of the Claimant's Sexual Misconduct Claims. By way of example, if there are 100 claimants, with Point Awards totaling 7,500 points and a total settlement fund of \$17 million, each point would be valued at \$2,266.67 and a Claimant with 75 points would be allocated \$170,000. Claimants who receive a Point Award of zero points shall not be eligible to receive any monetary distribution, provided, however, such Claimants may seek reconsideration of their Point Award pursuant to the process set forth in Section 9 below.

At the conclusion of the claims determination process, as set forth in Section 8 below, the Claims Administrator shall make a monetary distribution to Holders of Allowed Sexual Misconduct Claims in accordance the written payment instructions provided to the Claims Administrator on the Long Form Proof of Claim. Although the Claims Administrator is authorized to make interim distributions, the final monetary distribution will depend on (a) the number of Electing Judicial Claimants (defined below) and (b) the conclusion of all Final Judicial Determinations (defined below).

The Plan Proponents anticipate that an interim distribution will be made within approximately 7 months from the Effective Date of the Plan.

## 8. NOTICE OF SEXUAL MISCONDUCT CLAIMS DETERMINATION

### 8.1 Claim Determination

After the Claims Examiner has fully evaluated all Sexual Misconduct Claims and the Claims Administrator has calculated the Liquidated Value of each Claimant's Sexual Misconduct Claims, the Claims Administrator shall notify each Claimant in writing (the "Determination Notice") of their Point Award and the estimated Liquidated Value with respect to their Sexual Misconduct Claims (the "Claims Determination").

The Claims Administrator shall mail the Determination Notice to the Claimant or such Claimant's counsel of record, or in the case of unrepresented parties, to the last address based on the Claimant's filed proof of claim. Upon mailing of a Claimant's Determination Notice where such Claimant is issued a Point Award of one or more points, such mailing shall constitute a withdrawal of the Settlement Parties' objections to such Claimant's Sexual Misconduct Claims (if any) and such Claimant's Sexual Misconduct Claims shall be deemed Allowed Sexual Misconduct Claims.

If a Claimant receives a Point Award of zero points and is therefore ineligible for monetary distribution, the Claims Determination will explain the reason(s) for such Point Award. Upon mailing of a Claimant's Determination Notice where such Claimant is issued a Point Award of zero points, such mailing shall constitute an objection to the allowance of such Claimant's Sexual Misconduct Claims. If such Claimant fails to seek reconsideration

as set forth in Section 8.2 below, such Claimant's Sexual Misconduct Claims shall be deemed Disallowed Sexual Misconduct Claims.

## 8.2 Reconsideration

The Determination Notice shall be final and non-appealable unless the Claimant makes a timely request for the Point Award to be reconsidered by the Claims Examiner. The Claimant may request reconsideration of the Point Award by delivering a written request for reconsideration to the Claims Examiner within 14 calendar days after the date of mailing of the Determination Notice. The Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request upon a showing that such additional information was not previously available or was not previously provided to the Claims Examiner. If a Claimant fails to request reconsideration within 14 calendar days after the date of mailing of the Determination Notice, the Claims Examiner's determination shall become final and non-appealable, provided, however, a Claimant shall have the option to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction in accordance with section 9 below.

If a Claimant makes a timely request for reconsideration, after reconsideration of the Claims Determination by the Claims Examiner, the Claims Administrator will issue a notice (a "Reconsideration Notice") of the outcome of its decision (the "Final Claims Determination"). If the Claimant accepts the Final Claims Determination, such Final Claims Determination shall be final and non-appealable; provided, however, a Claimant shall have the option to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction in accordance with section 9 below.

## 8.3 Judicial Review of Point Award

Claimants that reject the Final Claims Determination may appeal the Final Claims Determination to the District Court.<sup>1</sup>

Election of Judicial Review. Within 14 days after a Claimant receives a Reconsideration Notice (the "Election Deadline"), such Claimant must (i) notify the Claims Administrator of the Claimant's intent to seek judicial review of Final Claims Determination ("Judicial Review") by submitting a written notice to the Claim Administrator (a "Judicial Review Election Notice") and (ii) file a copy of such Judicial Review Election Notice with the District Court. Claimants who fail to submit and file a Judicial Review Election Notice by the Election Deadline shall be deemed to accept the Final Claims Determination, and such Final Claims Determination shall become final, binding, non-appealable and not subject to review by any Court.

Claimants who submit and file a Judicial Review Election Notice by the Election Deadline ("Electing Judicial Claimants") shall have no right to receive any distribution from the

<sup>1</sup> Nothing in these procedures shall be deemed a waiver or modification of a Claimant's right to a trial by jury.



Sexual Misconduct Claims Fund absent the issuance of an order or judgment of the District Court confirming or revising the Point Award for such Claimant's Sexual Misconduct Claims that are no longer subject to appeal and for which no appeal is pending (a "Final Judicial Determination").

Limited Scope of Judicial Review. The Judicial Review shall be limited to the Final Claims Determination and the Point Award thereunder; provided, however, the District Court shall have plenary review of the Final Claims Determination and Point Award thereunder. The maximum points that the District Court may award on account of a Sexual Misconduct Claim is 100 points.

Recovery Limited to Final Judicial Determination. To the extent that a Claimant's Final Judicial Determination with respect to such Claimant's Sexual Misconduct Claims results in a Point Award that is more or less than the Point Award in the Final Claims Determination, the Claimant will receive payment from the Sexual Misconduct Claims Fund that will be based on the Point Award of the Final Judicial Determination.

Consolidation of Judicial Reviews. Subject to notice and a hearing and at the discretion of the District Court, all judicial review proceedings elected pursuant to this Section 8.3 may be heard and determined in one or more consolidated proceedings to the extent practicable, in a manner acceptable to the District Court, and in accordance with applicable law.

Attorneys' Fees and Expenses. Electing Judicial Claimants shall be required to pay their own attorneys' fees and expenses in connection with the Judicial Review. The Plan Proponents have structured these Sexual Misconduct Claims Resolution Procedures in a manner that is intended to reduce administrative costs and attorneys' fees attendant to administering the Sexual Misconduct Claims Fund including, but not limited to, retaining the Claims Examiner and Claims Administrator in a pro bono capacity, which thereby maximizes the amount of funds available for distribution to Claimants. The Judicial Review process is included for the benefit of all Claimants and to comport with applicable law. Accordingly, all attorney's fees and expenses of the Claims Administrator and/or Claims Examiner in connection with the Judicial Review shall be paid from the Sexual Misconduct Claims Fund. To the extent there are pending Judicial Reviews at the time of any interim distribution from the Sexual Misconduct Claims Fund, the Claims Administrator shall create a reserve for its expected attorney's fees and expenses related to such Judicial Reviews.

## 9. ELECTION TO RELEASE HARVEY WEINSTEIN

Upon the later of (i) the Claims Determination; (ii) a Final Claims Determination; or (ii) a Final Judicial Determination, the Claims Administrator shall provide each Claimant with the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction (including the right to a jury trial) (the "Election Notice"). The Election Notice shall include the estimated minimum Liquidated Value of a Claimant's Allowed Sexual Misconduct Claims.

Claimants who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Allowed Sexual Misconduct Claims in consideration of the release of their Sexual Misconduct Claims against the Released Parties (except the Insurance Companies as it relates to such Claimant's Sexual Misconduct Claims against Harvey Weinstein).

Claimants who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their Sexual Misconduct Claims against the Released Parties and Harvey Weinstein.

Claimants must return the Election Notice to the Claims Administrator within 14 calendar days after the date of mailing of the Election Notice. If a Claimant does not affirmatively elect to release Harvey Weinstein (a "Non-Releasing Claimant"), such Non-Releasing Claimant shall receive 25% of the Liquidated Value of its Allowed Sexual Misconduct Claims and pursue an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction.

For each Non-Releasing Claimant, the remaining 75% of the Liquidated Value of their Allowed Sexual Misconduct Claim shall be allocated to a reversionary fund for the benefit of the Insurance Companies.

#### 10. ELECTION TO IMMEDIATELY PURSUE HARVEY WEINSTEIN

Notwithstanding anything to the contrary contained herein, a Claimant may, upon a preliminary showing of a valid Sexual Misconduct Claim, elect on the Long Form Proof of Claim to receive the minimum distribution amount (\$7,500), waive all further rights with respect to the Sexual Misconduct Claims Fund, and immediately pursue an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction.

**SCHEDULE 1**

**RELEASED PROFESSIONALS**

1. *For the Debtors*  
Cravath, Swaine & Moore LLP  
Richards Layton & Finger, PA  
Seyfarth Shaw LLP
2. *For the UCC*  
Pachulski Stang Ziehl & Jones LLP  
[Berkeley Research Group, LLC](#)
3. *For Marc Lasry*  
Anderson Kill P.C.  
Paul Weiss Rifkind Wharton & Garrison LLP
4. *For Barbara Schneeweiss*  
Barta Tate
5. *For Jeff Sackman and Lance Maerov*  
Fried, Frank, Harris, Shriver & Jacobson LLP
6. *For Tim Sarnoff*  
Latham & Watkins LLP
7. *For Harvey Weinstein*  
Lewis Brisbois Brisgaard & Smith LLP  
Pasich LLP
8. *For Paul Tudor Jones*  
Patterson Belknap Webb & Tyler LLP
9. *For Tarak Ben Ammar*

Pillsbury Winthrop Shaw Pittman LLP

10. *For Richard Koenigsberg*  
Reed Smith LLP
11. *For James Dolan*  
Rosenberg, Giger and Peralá P.C.  
Skadden Arps Slate Meagher & Flom LLP
12. *For Dirk Ziff*  
Skadden Arps Slate Meagher & Flom LLP
13. *For David Glasser*  
Schlam Stone & Dolan LLP
14. *For Robert Weinstein*  
Schulte Roth & Zabel LLP  
Sauer & Wagner LLP
15. *For Frank Gil*  
White, Hilferty & Albanese, P.C.  
Ween & Kozek  
Bowles, Liberman & Newman

*HIGHLY CONFIDENTIAL*

~~Schedule~~ SCHEDULE 2

**INSURANCE COMPANIES' FUNDING AMOUNTS**

[SEALED]

**Exhibit 2**

**Disclosure Statement Blackline**

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

In re:

THE WEINSTEIN COMPANY  
HOLDINGS LLC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-10601 (MFW)

Jointly Administered

**~~FIRST~~SECOND AMENDED DISCLOSURE STATEMENT IN SUPPORT OF THE  
~~DEBTORS' FIRST~~SECOND AMENDED JOINT CHAPTER 11 PLAN OF  
LIQUIDATION PROPOSED BY THE DEBTORS AND OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

**RICHARDS, LAYTON & FINGER, P.A.**

Mark D. Collins (DE Bar No. 2981)  
Paul N. Heath (DE Bar No. 3704)  
Zachary I. Shapiro (DE Bar No. 5103)  
Brett M. Haywood (DE Bar No. 6166)  
David T. Queroli (DE Bar No. 6318)  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801

**CRAVATH, SWAINE & MOORE LLP**

Paul H. Zumbro (admitted *pro hac vice*)  
Lauren A. Moskowitz (admitted *pro hac vice*)  
Salah M. Hawkins (admitted *pro hac vice*)  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019

*Counsel for the Debtors*

**-and-**

**PACHULSKI STANG ZIEHL & JONES LLP**

**James I. Stang (admitted *pro hac vice*)**  
**Robert J. Feinstein (admitted *pro hac vice*)**  
**Debra I. Grassgreen (admitted *pro hac vice*)**  
**Jason H. Rosell (admitted *pro hac vice*)**  
**Colin R. Robinson (DE Bar No. 5524)**  
**919 North Market Street, 17th Floor**

<sup>1</sup> The last four digits of The Weinstein Company Holdings LLC's federal tax identification number are 3837. The mailing address for The Weinstein Company Holdings LLC is 99 Hudson Street, 4th Floor, New York, New York 10013. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <http://dm.epiq11.com/twc>.



Wilmington, DE 19899 (Courier 19801)

Counsel for the Official Committee of Unsecured Creditors

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A. ~~First Amended~~ Plan

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## I.

**INTRODUCTION**

The above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Company”) in the above-captioned cases (the “Chapter 11 Cases”) pending in the Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and the Official Committee of Unsecured Creditors (the “Committee” and, collectively with the Debtors, the “Plan Proponents”), hereby submit this seconded amended disclosure statement, dated as of ~~June 30~~October 1, 2020 (the “~~First Amended~~ Disclosure Statement”), pursuant to section 1125 of Title 11 of the United States Code (the “Bankruptcy Code”) with respect to the ~~Debtors’ First~~Second Amended Joint Chapter 11 Plan of Liquidation dated as of ~~August 31~~October 1, 2020 (the “~~First Amended~~ Plan”). This ~~First Amended~~ Disclosure Statement, as may be amended or supplemented, is to be used in connection with the solicitation of votes on the ~~First Amended~~ Plan by the ~~Debtors~~Plan Proponents. A copy of the ~~First Amended~~ Plan is attached ~~hereto~~to this Disclosure Statement as Exhibit A.

THE ~~DEBTORS~~PLAN PROPONENTS WILL BE SEEKING APPROVAL OF THIS ~~FIRST-AMENDED~~ DISCLOSURE STATEMENT AT A HEARING SCHEDULED FOR ~~[•]~~NOVEMBER 5, 2020 (THE “HEARING”). ONLY HOLDERS OF ALLOWED CLAIMS IN CLASS 4 (SEXUAL MISCONDUCT CLAIMS) AND CLASS 5 (GENERAL UNSECURED CLAIMS) ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE ~~FIRST-AMENDED~~ PLAN. ACCORDINGLY, EXCEPT FOR THE DEEMED UNIMPAIRED OTHER PRIORITY CLAIMS, SECURED TAX CLAIMS, AND SECURED CLAIMS AND DEEMED IMPAIRED INTERCOMPANY CLAIMS AND INTERESTS, THE ~~DEBTORS~~PLAN PROPONENTS ARE SOLICITING ACCEPTANCES OF THE ~~FIRST-AMENDED~~ PLAN FROM ALL OTHER HOLDERS OF CLAIMS AGAINST THE ~~DEBTORS~~DEBTORS. THE ~~DEBTORS~~PLAN PROPONENTS WILL ONLY SEEK CONFIRMATION OF THE ~~FIRST-AMENDED~~ PLAN IF CLASS 4 (SEXUAL MISCONDUCT CLAIMS) VOTES TO ACCEPT THE ~~FIRST-AMENDED~~ PLAN IN ACCORDANCE WITH SECTION 1126(C) OF THE BANKRUPTCY CODE.

THE ~~DEBTORS~~PLAN PROPONENTS BELIEVE THAT THE ~~FIRST-AMENDED~~ PLAN IS IN THE BEST INTERESTS OF AND PROVIDES THE HIGHEST AND MOST EXPEDITIOUS RECOVERIES TO HOLDERS OF ALL CLAIMS AGAINST THE DEBTORS AND TO RESOLVE THE EXTENSIVE LITIGATION PENDING IN MULTIPLE JURISDICTIONS ARISING FROM OR RELATED TO THE CONDUCT OF THE DEBTORS’ FORMER CO-CHAIRMAN, HARVEY WEINSTEIN. ALL HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE URGED TO VOTE IN FAVOR OF THE ~~FIRST-AMENDED~~ PLAN.

**THE COMMITTEE IS A PLAN PROPONENT. THE COMMITTEE HAS THREE MEMBERS, TWO OF WHOM ARE HOLDERS OF SEXUAL MISCONDUCT CLAIMS. THE COMMITTEE URGES ALL HOLDERS OF SEXUAL MISCONDUCT CLAIMS TO ACCEPT THE PLAN.**



THE SOLICITATION PACKAGE ACCOMPANYING EACH OF THE BALLOTS CONTAINS APPLICABLE VOTING INSTRUCTIONS. TO BE COUNTED, YOUR BALLOT MUST BE PROPERLY COMPLETED, EXECUTED, AND ACTUALLY RECEIVED BY THE BALLOTING AGENT BY 5:00 P.M. (EASTERN TIME), ON [●], 2020 (THE “VOTING DEADLINE”).

All capitalized terms used in the ~~First Amended~~ Disclosure Statement and not defined herein shall have the meanings ascribed thereto in the ~~First Amended~~ Plan. Unless otherwise stated, all references herein to “Schedules” and “Exhibits” are references to schedules and exhibits to this ~~First Amended~~ Disclosure Statement.

## II.

### NOTICE TO HOLDERS OF CLAIMS

The purpose of this ~~First Amended~~ Disclosure Statement is to enable you, as a creditor whose Claim is impaired under the ~~First Amended~~ Plan, to make an informed decision in exercising your right to accept or reject the ~~First Amended~~ Plan.

THIS ~~FIRST—AMENDED—~~DISCLOSURE STATEMENT CONTAINS IMPORTANT INFORMATION THAT MAY BEAR UPON YOUR DECISION TO VOTE TO ACCEPT OR REJECT THE ~~FIRST—AMENDED—~~PLAN. PLEASE READ THIS DOCUMENT WITH CARE.

PLAN SUMMARIES AND STATEMENTS MADE IN THIS ~~FIRST—AMENDED—~~DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE ~~FIRST—AMENDED—~~PLAN. THE STATEMENTS CONTAINED IN THIS ~~FIRST—AMENDED—~~DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THE DATE HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THIS ~~FIRST—AMENDED—~~DISCLOSURE STATEMENT AND THE TERMS OF THE ~~FIRST—AMENDED—~~PLAN OR ANY OTHER APPLICABLE DOCUMENT, THE TERMS OF THE ~~FIRST—AMENDED—~~PLAN OR ANY SUCH APPLICABLE DOCUMENT SHALL GOVERN.

THIS ~~FIRST—AMENDED—~~DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE, AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE (THE “BANKRUPTCY RULES”) AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW OR OTHER NON-BANKRUPTCY LAW. THIS ~~FIRST—AMENDED—~~DISCLOSURE STATEMENT HAS BEEN NEITHER APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), NOR HAS THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING SECURITIES OR CLAIMS OF THE DEBTORS SHOULD

EVALUATE THIS ~~FIRST-AMENDED~~-DISCLOSURE STATEMENT AND THE ~~FIRST-AMENDED~~-PLAN IN LIGHT OF THE PURPOSE FOR WHICH THEY WERE PREPARED.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THIS ~~FIRST-AMENDED~~-DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS ~~FIRST-AMENDED~~-DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, THE DEBTORS AND DEBTORS IN POSSESSION IN THESE CASES.

Each Holder of a Claim entitled to vote to accept or reject the ~~First Amended~~-Plan should read this ~~First Amended~~-Disclosure Statement and the ~~First Amended~~-Plan in their entirety before voting. No solicitation of votes to accept or reject the ~~First Amended~~-Plan may be made except pursuant to this ~~First Amended~~-Disclosure Statement and section 1125 of the Bankruptcy Code. Except for the Debtors Plan Proponents (in their capacity as such) and certain of the professionals they have retained, no person has been authorized to use or promulgate any information concerning the Debtors, their business, or the ~~First Amended~~-Plan other than the information contained in this ~~First Amended~~-Disclosure Statement and if given or made, such information may not be relied upon as having been authorized by the Debtors Plan Proponents. You should not rely on any information relating to the Debtors, their business or the ~~First Amended~~-Plan other than that contained in this ~~First Amended~~-Disclosure Statement and the Exhibits hereto.

After carefully reviewing this ~~First Amended~~-Disclosure Statement, including the attached Exhibits, please indicate your acceptance or rejection of the ~~First Amended~~-Plan by voting in favor of or against the ~~First Amended~~-Plan on the enclosed ballot and return the same to the address set forth on the ballot, in the enclosed, postage prepaid, return envelope so that it is actually received by the Balloting Agent no later than the Voting Deadline. All votes to accept or reject the ~~First Amended~~-Plan must be cast using the appropriate ballot. Votes which are cast in any other manner will not be counted. **All ballots must be actually received by Epiq Bankruptcy Solutions, LLC (the "Balloting Agent") no later than [●], 2020 at 5:00 p.m. (Eastern Time).** In the event you have questions regarding the voting procedures, please contact the Balloting Agent by email at [twc@epiqglobal.com](mailto:twc@epiqglobal.com).

**DO NOT RETURN ANY OTHER DOCUMENTS WITH YOUR BALLOT.**

You will be bound by the ~~First Amended~~-Plan if it is confirmed by the Bankruptcy Court, even if you do not vote to accept the ~~First Amended~~-Plan, or if you are the Holder of an unimpaired Claim.

THE ~~DEBTORS~~ PLAN PROONENTS URGE ALL HOLDERS OF  
IMPAIRED CLAIMS TO ACCEPT THE ~~FIRST AMENDED~~ PLAN

## III.

INTRODUCTIONSUMMARY OVERVIEW FOR HOLDERS OF SEXUAL MISCONDUCT CLAIMS

~~The Debtors propose the First Amended Plan for the resolution and satisfaction of all Claims against and Interests in the Debtors. The First Amended Plan contemplates, first and foremost, the comprehensive settlement of various Claims, including those at issue in a multitude of litigations pending in various courts (impacting the Sexual Misconduct Claims described herein) between and among sexual misconduct claimants, the Debtors, Harvey Weinstein, Robert Weinstein, other former members of the board of representatives of and/or directors and officers of the Debtors, the Office of the New York Attorney General (the “NYOAG”), and numerous insurance companies that issued directors and officers and general liability insurance policies to the Debtors prepetition. The Debtors believe the First Amended Plan represents the most favorable recoveries attainable under the circumstances and provides for the fair and equitable allocation of the insurance proceeds and the Debtors’ remaining business assets to be distributed to creditors.~~

The comprehensive settlement embodied in the ~~First Amended Plan~~, ~~(the settlements embodied therein, the “Settlement”)~~, provides mechanisms by which the universe of Tort Claims related directly or indirectly to the is the result of extensive mediation and arm’s-length negotiation efforts between the various stakeholders in these Chapter 11 Cases, including significant involvement by representatives of survivors of Harvey Weinstein’s alleged sexual misconduct of Harvey Weinstein, including, but not limited to. The Plan establishes an approximately \$17 million fund—the Sexual Misconduct Claims, shall be resolved, released, discharged, and enjoined. In summary, Tort Claims include and are treated as follows: Fund—from which Holders of Sexual Misconduct Claims (Class 4) may seek compensation. In the event the Plan is not confirmed and these Chapter 11 Cases are converted to chapter 7 cases, no such fund will be available and the Insurance Companies likely will contend that they have no responsibility to cover costs and judgments related to Sexual Misconduct Claims. For example, in response to the Debtors requests for coverage related to certain Sexual Misconduct Claims, the Insurance Companies responded that the Insurance Policies do not cover Sexual Misconduct Claims. Copies of certain letters from the Insurance Companies expressing their position with respect to coverage for the Sexual Misconduct Claims are attached to this Disclosure Statement as Exhibit D.<sup>2</sup> Absent the settlement embodied in the Plan, it is therefore possible that there could be protracted coverage litigation and the Insurance Companies will not pay any funds to cover Sexual Misconduct Claims.

~~(1) Sexual Misconduct Claims: Sexual Misconduct Claims are Tort Claims that relate directly or indirectly to the alleged or actual sexual misconduct of Harvey~~

<sup>2</sup> Certain information in the coverage dispute letters has been redacted to (1) protect the identities of women who have made allegations related to Sexual Misconduct Claims but have done so either anonymously or non-publicly, and (2) maintain the confidentiality of the non-public aspects of criminal investigations.

~~Weinstein and shall be (a) *permanently channeled* to the Sexual Misconduct Claims Fund and administered in accordance with the Sexual Misconduct Claims Fund Procedures<sup>2</sup> in *full satisfaction, discharge, and release* of any and all such Sexual Misconduct Claims, and (b) *permanently enjoined and released* against the Released Parties pursuant to the Bankruptcy Injunctions and Releases set forth in the First Amended Plan and the Plan Support Agreement; *provided, however*, that after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. In the event the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

~~(2) **Other Tort Claims:** Tort Claims that are not Sexual Misconduct Claims shall (a) recover solely, if Allowed, from the Liquidation Trust in *full satisfaction, discharge, and release* of any and all such Tort Claims in accordance with the Liquidation Trust Agreement, and (b) be *permanently enjoined and released* against the Released Parties pursuant to the Bankruptcy Injunctions and Releases set forth in the First Amended Plan and the Plan Support Agreement. Such Tort Claims will be part of Class 5 (General Unsecured Claims) and will recover ratably with all Allowed General Unsecured Claims.~~

~~The Released Parties are (i) the Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, the Former Representatives and the Insurance Companies; (ii) professionals of firms specified in Schedule 1 to the First Amended Plan; and (iii) each such persons' or entities' current and former officers, directors and board representatives, predecessors, successors, assigns, insiders, subsidiaries, Affiliates, principals, equity holders, members, trustees, partners, managers, employees, agents, members of any boards or similar bodies of such persons, advisory board members, financial advisors, attorneys, insurers, reinsurers, accountants, investment bankers, consultants, representatives, and other professionals, and such persons' respective heirs, executors, estates, and nominees, in each case, in their capacity as such, or any other person who rendered services for, or provided goods to, any of the Debtors, with respect to liability for the actions or inactions of the Former Representatives, the~~

<sup>2</sup> ~~The Debtors will file the Sexual Misconduct Claims Fund Procedures with the Bankruptcy Court as soon as practicable.~~

~~Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, or the Insurance Companies; provided, however, those persons or entities who fall within subparagraph (iii) (other than persons or entities specified in subparagraphs (i) and (ii)) are not released with respect to their own actions related to Sexual Misconduct Claims, regardless of their relationship with the Former Representatives, the Debtors, the Estates, Non-Debtor Affiliates, Non-Debtor Additional Affiliates, or the Insurance Companies, to the extent such action constitutes aiding, abetting or conspiracy to prevent the disclosure of or to cover up any Sexual Misconduct Claim (each a “Non-Released Party”).<sup>3</sup> *The definition of Released Parties does not include Harvey Weinstein.*~~

~~Further, all Holders of Claims or Interests will release the Released Parties pursuant to Section 7 of the First Amended Plan irrespective of how such Holders vote on the First Amended Plan. Notwithstanding the foregoing, the Debtors and the Former Representatives shall retain any and all rights against the Insurance Companies with respect to any Claims or Interests that are not permanently released, discharged, or enjoined pursuant to Sections 5 and 7 of the First Amended Plan.~~

~~To effectuate the foregoing, the First Amended Plan provides for, *inter alia*, the establishment of (i) a Sexual Misconduct Claims Fund for the payment and satisfaction of the Sexual Misconduct Claims (Class 4) and (ii) a Liquidation Trust for the payment and satisfaction of all Claims (except Claims in Class 4). The Debtors will seek to confirm the First Amended Plan pursuant to section 105(a) and other sections of the Bankruptcy Code to consummate the comprehensive Settlement embodied herein, including through the Sexual Misconduct Claims Fund and the Liquidation Trust. The Debtors will only seek confirmation of the First Amended Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the First Amended Plan in accordance with section 1126(c) of the Bankruptcy Code, and notwithstanding the Debtors’ rights under sections 1129(a) and 1129(b) of the Bankruptcy Code, the Debtors will not seek confirmation of the First Amended Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to reject the First Amended Plan in accordance with section 1126(c) of the Bankruptcy Code. *Section 105(a) of the Bankruptcy Code and other sections of the Bankruptcy Code authorize the Bankruptcy Court to enter a “channeling injunction” pursuant to which the Sexual Misconduct Claims are forever channeled to the Sexual Misconduct Claims Fund, except that Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction. Following the issuance of the Channeling Injunction in accordance with the Confirmation Order, any and all Holders of Sexual Misconduct Claims shall be permanently enjoined from seeking satisfaction of their Sexual Misconduct Claims against the Debtors or any other Released Party or the property of any such Released Party. The contributions of the Released Parties and Harvey Weinstein, directly or indirectly, to the Sexual Misconduct Claims Fund are expressly conditioned upon entry of a Final Order approving the Channeling Injunction and confirming the First Amended Plan.*~~

In addition, without the settlement proceeds, the Debtors primary Assets consist of the Debtors’ Cash and the Debtors’ potential claims against Harvey Weinstein and against the Former Representatives for, among other things, breach of the duty of loyalty,

<sup>3</sup> As specified in Exhibit 1, § 1.55 of the First Amended Plan, AIG Europe Limited and AIG Europe SA are not Insurance Companies and as such, AIG Europe Limited and AIG Europe SA are not Released Parties.

including a failure to exercise proper oversight of Harvey Weinstein (the “D&O Claims”). As of September 15, 2020, the Debtors have approximately \$4.1 million in Cash, and while the Debtors could prosecute the potential D&O Claims, the outcome of such litigation is completely unknown. In the event the Plan is not confirmed and these Chapter 11 Cases are converted to chapter 7 cases, the Plan Proponents believe that the Debtors’ assets would be aggregated into a common distribution fund from which all general unsecured claims (Class 4 and Class 5 in the Plan) would receive pro rata recoveries from the distributable value (if any) of the Debtors’ Assets. The Plan Proponents’ Liquidation Analysis reflects that in a chapter 7 liquidation scenario, potential recoveries for Holders of Sexual Misconduct Claims likely will be significantly less than their potential recoveries under the Plan (with assumed recoveries for Holders of Sexual Misconduct Claims being more than four times higher under the Plan—8.53% under the Plan versus 1.86% under a chapter 7 liquidation that assumes the “High” scenario where the chapter 7 trustee is able to achieve 75% of the settlement economics as those proposed in the Plan). The Liquidation Analysis is attached to this Disclosure Statement as Exhibit B.

For the reasons stated above, among others, the Plan Proponents firmly believe that the Plan is in the best interests of all creditors, especially Holders of Sexual Misconduct Claims, and urge the Holders of Sexual Misconduct Claims to vote to accept the Plan. But the Plan Proponents’ views will not decide whether the Plan is presented to the Bankruptcy Court for confirmation. The Plan Proponents will only to seek confirmation of the Plan if the Holders of Sexual Misconduct Claims vote to accept the Plan in accordance with the requirements set forth in Section 1126 of the Bankruptcy Code.

If the Holders of Sexual Misconduct Claims vote to accept the Plan and the Bankruptcy Court confirms the Plan, post-confirmation, each Holder of Sexual Misconduct Claims will proceed through the Sexual Misconduct Claims Fund Procedures to determine the amount such Holders may recover from the \$17 million Sexual Misconduct Claims Fund. The Sexual Misconduct Claims Fund Procedures are attached to this Disclosure Statement as Exhibit C. Key components of the Sexual Misconduct Claims Fund Procedures are summarized below, but such summary is qualified in its entirety by the Sexual Misconduct Claims Fund Procedures. Holders of Sexual Misconduct Claims should carefully review the Sexual Misconduct Claims Fund Procedures in full.

The Claims review and determination process as set forth in the Sexual Misconduct Claims Fund Procedures will be done on a strictly confidential basis. Neither the identities of the Holders of Sexual Misconduct Claims nor the details of the allegations underlying their Claims will be made public. While the Claims determination process will be strictly confidential, nothing in the Plan, this Disclosure Statement or the Sexual Misconduct Claims Fund Procedures is intended or should be construed to limit the rights of Holders of Sexual Misconduct Claims to speak publicly about the allegations underlying their Sexual Misconduct Claims.

Under the Sexual Misconduct Claims Fund Procedures, the Sexual Misconduct Claims Examiner will review each Sexual Misconduct Claim and the documents and statements offered in support of such Claims to determine a Point Award for such Claims. At the conclusion of the Claims review and determination process, the Sexual Misconduct



Claims Fund will be divided by the total of the Point Awards to establish the value of each point (the “Point Value”). The Point Value will be multiplied by the Point Award for each Sexual Misconduct Claim to calculate the monetary amount to be awarded to each Holder of Sexual Misconduct Claims.

After the calculation process, each Holder of Sexual Misconduct Claims will be informed of the determined monetary amount of their Claims and will then have the ability to decide whether they want to release Harvey Weinstein. If a Holder of a Sexual Misconduct Claim does not affirmatively elect to release Harvey Weinstein, such Holder shall be excused from bankruptcy claims process (solely as it relates to Sexual Misconduct Claims against Harvey Weinstein) and may bring or continue to prosecute any causes of action against Harvey Weinstein related such Holder’s Sexual Misconduct Claims. Holders of Sexual Misconduct Claims will not have the ability to choose whether or not to release the Debtors and the Former Representatives. The Claims determination process outlined in the Sexual Misconduct Claims Fund Procedures will be the sole method of recovery with respect to Sexual Misconduct Claims against the Debtors and the Former Representatives. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein will receive 25% of the determined monetary amount of their Sexual Misconduct Claims and such Holders’ Sexual Misconduct Claims against the Debtors and the Former Representatives will be released, discharged and enjoined. Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein will receive the full determined monetary amount of their Sexual Misconduct Claims and such Holders’ Sexual Misconduct Claims against the Debtors, the Former Representatives and Harvey Weinstein will be released, discharged and enjoined.

As of October 1, 2020, the Plan Proponents are aware of three lawsuits in which courts have issued rulings related to Sexual Misconduct Claims against the Debtors, the Former Representatives and Harvey Weinstein. The three cases are:

*Loiuette Geiss v. The Weinstein Company Holdings, LCC, et al.,*  
No. 17-cv-9554-AKH (S.D.N.Y. Dec. 6, 2017)

*Alexandra Canosa v. Harvey Weinstein, et al.,*  
No. 18-cv-4115-PAE (S.D.N.Y. May 8, 2018)

*Wedil David v. The Weinstein Company LLC,*  
No. 18-cv-05414-RA-KNF (S.D.N.Y. June 15, 2018)

In the *Geiss* case, the court dismissed all of the Sexual Misconduct Claims against the Debtors and the named Former Representatives and ruled that certain Sexual Misconduct Claims against Harvey Weinstein could proceed. In the *Canosa* case, the court dismissed certain Sexual Misconduct Claims against the Debtors, dismissed all of the Sexual Misconduct Claims against the named Former Representatives and ruled that certain Sexual Misconduct Claims against Harvey Weinstein could proceed. In the *David* case, the court dismissed all of the Sexual Misconduct Claims against the named Former Representatives, but has not issued any rulings on the Sexual Misconduct Claims against

the Debtors and Harvey Weinstein.<sup>3</sup> The courts' rulings in each of the cases are subject to appeal.

Based on, among other things, the courts' rulings in the *Geiss*, *Canosa* and *David* cases dismissing certain Sexual Misconduct Claims against the Debtors and all Sexual Misconduct Claims against the Former Representatives, the Plan Proponents believe the Sexual Misconduct Claims against Harvey Weinstein would constitute the bulk of any judgments awarded to Holders of Sexual Misconduct Claims, and under the Plan, Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein may bring or continue to prosecute any causes of action against Harvey Weinstein related such Holder's Sexual Misconduct Claims. The Plan Proponents therefore believe it is fair and equitable for Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein to receive 25% of the determined monetary amount of their Claims in consideration of the release of their Sexual Misconduct Claims against the Released Parties.

In the Plan Proponents' opinion, the Plan offers Holders of Sexual Misconduct Claims the best opportunity for a meaningful financial recovery. The Claims determination process set forth in the Sexual Misconduct Claims Fund Procedures provides Holders of Sexual Misconduct Claims with a path to voluntary resolution of their Claims without having to endure the risks, publicity, costs, uncertainties and challenges of protracted litigation. The Plan Proponents firmly believe the Plan is in the best interests of the Holders of Sexual Misconduct Claims and urge the Holders of Sexual Misconduct Claims to vote to accept the Plan.

#### IV.

### EXPLANATION OF CHAPTER 11

#### **A. Overview of Chapter 11**

Chapter 11 is the principal chapter of the Bankruptcy Code pursuant to which a debtor in possession may reorganize its business or liquidate in an orderly fashion for the benefit of its creditors, stockholders, and other parties in interest.

The commencement of a chapter 11 case creates an estate comprising all the legal and equitable interests of the debtor in possession as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession" unless the bankruptcy court orders the appointment of a trustee. In these Chapter 11 Cases, the Debtors remain as debtors in possession. Additionally, pursuant to section 1102(a) of the Bankruptcy Code, the United States Trustee appointed a committee of creditors holding unsecured claims, which in this case is the Committee.

<sup>3</sup> The referenced court decisions in the *Geiss*, *Canosa* and *David* cases can be accessed free of charge on the website of the Debtors' claims and noticing, which is <http://dm.epiq11.com/twc>.

The filing of a petition under the Bankruptcy Code triggers the automatic stay provisions of the Bankruptcy Code. Section 362 of the Bankruptcy Code provides, among other things, for an automatic stay of all attempts by creditors or other third parties to collect on prepetition claims against a debtor or otherwise interfere with its property or business. Exempted from the automatic stay are governmental authorities seeking to exercise regulatory or policing powers. Except as otherwise ordered by a bankruptcy court, the automatic stay remains in full force and effect until the effective date of a confirmed chapter 11 plan.

## **B. Chapter 11 Plan**

The formulation of a chapter 11 plan is the principal purpose of a chapter 11 case. The plan sets forth the means for satisfying the holders of claims against and interests in a debtor's estate. A chapter 11 plan may provide anything from a complex restructuring of a debtor's business and its related obligations to a simple liquidation of the debtor's assets. In either event, upon confirmation of the plan, it becomes binding on the debtor and all of its creditors and equity holders, and the prior obligations owed by the debtor to such parties are compromised and exchanged for the obligations specified in the plan.

In general, after a chapter 11 plan has been filed, the holders of impaired claims against and equity interests in a debtor are permitted to vote to accept or reject the plan. Before soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires the ~~Debtors~~plan proponents to prepare and file a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about the plan. **This ~~First-Amended~~ Disclosure Statement is presented to Holders of Claims against the Debtors to satisfy the requirements of section 1125 of the Bankruptcy Code in connection with the ~~Debtors~~Plan Proponents' solicitation of votes on the ~~First-Amended~~ Plan.**

## **C. Confirmation of a Chapter 11 Plan**

If all classes of claims and equity interests accept a plan of reorganization, the bankruptcy court may confirm the plan if the bankruptcy court independently determines that the requirements of section 1129(a) of the Bankruptcy Code have been satisfied. **The ~~Debtors~~Plan Proponents believe that the ~~First-Amended~~ Plan satisfies all the applicable requirements of section 1129(a) of the Bankruptcy Code.**

Chapter 11 of the Bankruptcy Code does not require that each holder of a claim or interest in a particular class vote in favor of a chapter 11 plan for the bankruptcy court to determine that the class has accepted the plan. Rather, a class of claims will be deemed to have accepted the plan if the court determines that the plan has been accepted by more than a majority in number and at least two-thirds in amount of those claims actually voting in such class. **Only the Holders of Allowed Claims who actually vote will be counted as either accepting or rejecting the ~~First-Amended~~ Plan.**

In addition, classes of claims or equity interests that are not "impaired" under a chapter 11 plan are conclusively presumed to have accepted the plan and thus are not entitled to vote. Furthermore, classes that are to receive no distribution under the plan are conclusively deemed to

have rejected the plan. Accordingly, acceptances of a plan will generally be solicited only from those persons who hold claims or equity interests in an impaired class. **Class 4 (Sexual Misconduct Claims) and Class 5 (General Unsecured Claims) are impaired under the ~~First Amended~~ Plan and entitled to vote on the ~~First Amended~~ Plan.** Class 1 (Other Priority Claims), Class 2 (Secured Tax Claims), and Class 3 (Secured Claims) are deemed unimpaired under the ~~First Amended~~ Plan and are deemed to accept the ~~First Amended~~ Plan. In addition, Class 6 (Intercompany Claims) and Class 7 (Interests) are ~~deemed impaired~~ not receiving distribution under the ~~First Amended~~ Plan and are deemed to reject the ~~First Amended~~ Plan.

In general, a bankruptcy court may confirm a chapter 11 plan even though fewer than all the classes of impaired claims against and equity interests in a debtor accept such plan. For a chapter 11 plan to be confirmed, despite its rejection by a class of impaired claims or equity interests, the plan must be accepted by at least one class of impaired claims (determined without counting the vote of insiders) and the proponent(s) of the plan must show, among other things, that the plan does not “discriminate unfairly” and that the plan is “fair and equitable” with respect to each impaired class of claims or equity interests that has not accepted the plan.

Under section 1129(b) of the Bankruptcy Code, a plan is “fair and equitable” as to a rejecting class of claims or equity interests if, among other things, the plan provides: (a) with respect to secured claims, that each such holder will receive or retain on account of its claim property that has a value, as of the effective date of the plan, in an amount equal to the allowed amount of such claim or such other treatment as accepted by the holder of such claim; and (b) with respect to unsecured claims and equity interests, that the holder of any claim or equity interest that is junior to the claims or equity interests of such class will not receive or retain on account of such junior claim or equity interest any property at all unless the senior class is paid in full.

A plan does not “discriminate unfairly” against a rejecting class of claims or equity interests if (a) the relative value of the recovery of such class under the plan does not differ materially from that of any class (or classes) of similarly situated claims or equity interests, and (b) no senior class of claims or equity interests is to receive more than 100% of the amount of the claims or equity interests in such class. **The ~~Debtors~~ Plan Proponents believe that the ~~First Amended~~ Plan will satisfy the foregoing requirements as to any rejecting class of Claims or Interests, and can therefore be confirmed despite any such rejection by any Class; provided, however, as noted above, the Plan Proponents will not seek confirmation of the Plan if Class 4 (Sexual Misconduct Claims) does not vote to accept the Plan in accordance with Section 1126(c) of the Bankruptcy Code.**

## V.

**OVERVIEW OF THE ~~FIRST AMENDED~~ PLAN**

~~The First Amended Plan provides for the treatment of Claims against and Interests in the Debtors and is funded by the proceeds of liquidation of the Debtors' assets and contributions under the Plan Support Agreement.~~

The Debtors and the Committee jointly propose the Plan for the resolution and satisfaction of all Claims against and Interests in the Debtors. The Plan contemplates, first and foremost, the comprehensive settlement of various Claims, including those at issue in a multitude of litigations pending in various courts between and among sexual misconduct claimants, the Debtors, Harvey Weinstein, Robert Weinstein, other former members of the board of representatives of and/or directors and officers of the Debtors, the Office of the New York Attorney General (the "NYOAG"), and numerous insurance companies that issued directors and officers and general liability insurance policies to the Debtors prepetition. The Plan Proponents believe the Plan represents the most favorable recoveries attainable under the circumstances and provides for the fair and equitable allocation of the insurance proceeds (which may not be available at all absent the comprehensive settlement embodied in the Plan) and the Debtors' remaining business assets to be distributed to creditors.

This section summarizes certain key provisions of the Plan. This section is intentionally not a recitation of the entirety of the Plan, a copy of which is attached hereto as Exhibit A. For additional information regarding the Plan not discussed in this section, please refer to the following select Plan provisions:

<u>TOPIC</u>	<u>PLAN PROVISIONS</u>
<u>Classification and Treatment of Claims and Interests</u>	<u>Section 3</u>
<u>The Settlement Embodied in Plan</u>	<u>Section 5</u>
<u>Injunctions and Releases</u>	<u>Section 7</u>

A. **Summary of the Terms of the ~~First Amended~~ Plan**

1. **~~Global~~ Settlement of Sexual Misconduct Claims**

~~The Debtors were a film and television production studio founded by Harvey and Robert Weinstein in 2005. As more fully set forth in Section VII.C. below—Events Leading to the Chapter 11 Cases—in the fall of 2017, a series of articles revealed multiple allegations of sexual harassment, sexual assault, and rape by multiple women, spanning nearly three decades, against Harvey Weinstein. These revelations led to his dismissal and thereafter the filing of numerous lawsuits naming him, Robert Weinstein, other current and former officers, directors and board representatives of the Debtors and, in certain cases, certain of the Debtors, as defendants,~~

~~asserting a variety of claims of intentional and negligent misconduct. Disputes also arose with respect to coverage under various directors and officer and general liability policies. There was also extensive investigation by the Debtors and the Committee of the estate's potential claims against Harvey Weinstein, Robert Weinstein and other current and former officers, directors, and board representatives for breach of fiduciary duties.~~

~~The comprehensive settlement embodied in the Plan (the settlements embodied therein, the "Settlement")~~ provides mechanisms by which the universe of Tort Claims related directly or indirectly to the alleged misconduct of Harvey Weinstein, including, but not limited to the Sexual Misconduct Claims, shall be resolved, released, discharged, and enjoined in the manner summarized below and fully described below in Section 3 of the Plan.

~~As consideration~~

In summary, Tort Claims consist of either Sexual Misconduct Claims or other Tort Claims:

- a. Sexual Misconduct Claims: Sexual Misconduct Claims (Class 4) are Tort Claims that relate directly or indirectly to the alleged sexual misconduct of Harvey Weinstein and such Claims shall be "channeled" to the Sexual Misconduct Claims Fund, a fund created under the Plan for the purpose of evaluating and compensating all Sexual Misconduct Claims. The effect of "channeling" the Sexual Misconduct Claims to the Sexual Misconduct Claims Fund is that all Sexual Misconduct Claims against the Released Parties<sup>4</sup> (except the Insurance Companies as it relates to Sexual Misconduct Claims against Harvey Weinstein) can only be pursued through and paid from the Sexual Misconduct Claims Fund, and in exchange for the compensation (if any) provided through the Sexual Misconduct Claims Fund, Holders of Sexual Misconduct Claims must release such Released Parties and will be enjoined from pursuing any action against such Released Parties as it relates to such Holder's Sexual Misconduct Claims. At the conclusion of the Sexual Misconduct Claims determination process, Holders of Sexual Misconduct Claims will be informed of the determined monetary amount of their Sexual Misconduct Claims and then will have the option to release Harvey Weinstein or not release Harvey Weinstein and pursue an action against him (but not any Released Party). Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the determined monetary amount of their Sexual Misconduct Claims in exchange for the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey

<sup>4</sup> The Released Parties include the Debtors, certain of the Debtors' former directors and officers and certain of the Debtors' insurance companies. A full definition of Released Parties is provided in the Plan, in Exhibit A, Section 1.94. The definition of Released Parties does not include Harvey Weinstein.



Weinstein shall receive the full determined monetary amount of their Sexual Misconduct Claims.

- b. Other Tort Claims: Other Tort Claims are Tort Claims that are not Sexual Misconduct Claims. Other Tort Claims will be compensated from the Liquidation Trust, a trust created under the Plan for the purpose of evaluating and compensating all General Unsecured Claims (Class 5). In exchange for the compensation (if any) provided through the Liquidation Trust, Holders of other Tort Claims must release the Released Parties and will be enjoined from pursuing any action against the Released Parties as it relates to such Holder's other Tort Claims.

If the Holders of Sexual Misconduct Claims (Class 4) vote in favor of the Plan in accordance with the Bankruptcy Code and the Bankruptcy Court confirms the Plan, all Claims or Interests will be permanently released and enjoined against the Released Parties pursuant to Section 7 of the Plan irrespective of how such Holders vote on the Plan.

Funds for the Settlement, the Insurance Companies, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held are being provided by Holders certain of Sexual Misconduct who affirmatively elect to release Harvey Weinstein); the Debtors' Insurance Companies, who are paying contributing the aggregate amount of \$35,214,882.30 (the "Settlement Amount"), which is to be allocated as follows. Pursuant to the terms of the Plan Support Agreement, the Insurance Companies shall pay, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein). The Settlement Amount will be allocated as follows: (i) the aggregate Cash amount of to the Sexual Misconduct Claims Fund (\$17,064,525.30); (ii) the aggregate Cash amount to the Estates in the amount of the Liquidation Trust Settlement Payment (\$8,407,305.00); and (iii) the aggregate Cash amount of the Former Representatives Defense Costs (\$9,743,052.00). The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein. The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein. In addition, the Insurance Companies, upon the Effective Date, shall be deemed to withdraw (or waive with the consent of the Committee) their proofs of claim filed against the Debtors.

~~As it pertains to the NYOAG, any Claims the NYOAG currently holds arise in its representative capacity for the People of the State of New York. The female former employees of the Debtors whose interests are covered by the NYOAG Lawsuit are (i) Holders of Sexual Misconduct Claims; (ii) permitted to recover from the Sexual Misconduct Claims Fund; and (iii) entitled to vote on the First Amended Plan as members of Class 4. The NYOAG is not a Holder of any Claims or Interests in an individual or institutional capacity, and is not entitled to vote on the First Amended Plan nor to receive any distributions under the First Amended Plan. The NYOAG is also not eligible to vote on the First Amended Plan on behalf of any female former employees covered by the NYOAG Lawsuit, nor is the NYOAG eligible to recover from the Sexual Misconduct Claims Fund on behalf of female former employees covered by the NYOAG.~~



~~Lawsuit. On the Effective Date, the NYOAG shall release all of the Sexual Misconduct Claims brought in a representative capacity and any future Sexual Misconduct Claims against the Released Parties the NYOAG could bring in an individual or representative capacity, provided, however, the NYOAG may in its discretion elect to continue with its pending action against Harvey Weinstein in a representative capacity on behalf of Holders of Sexual Misconduct Claims who are covered by the NYOAG Lawsuit and do not affirmatively elect to release Harvey Weinstein.~~

~~In exchange for the consideration discussed above, all Claims against the Released Parties will either be (i) **permanently channeled** to the Sexual Misconduct Claims Fund pursuant to the Channeling Injunction and the Released Parties shall receive the benefit of the Bankruptcy Injunctions (which shall include approval of the Channeling Injunction) and Releases, or (ii) **permanently released, discharged, and enjoined** pursuant to the First Amended Plan (and the Plan Support Agreement) and the Released Parties shall receive the benefit of the Bankruptcy Injunctions and Releases set forth herein.~~

~~In addition, after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. In the event the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

~~The Settlement is expressly conditioned upon the Confirmation Order (which shall include the Channeling Injunction) becoming a Final Order.~~

## **2. Sexual Misconduct Claims Fund**

~~From the Settlement Amount, The Sexual Misconduct Claims Fund (\$17,064,525.30) established by the Plan shall be distributed by the Global Escrow Agent to an account controlled by the Sexual Misconduct Claims Fund Administrator Examiner who shall administer, process, settle, resolve, liquidate, satisfy, and distribute the Sexual Misconduct Claims Fund to Holders of Allowed Sexual Misconduct Claims in accordance with the Sexual Misconduct Claims Fund Procedures. In exchange for the The Sexual Misconduct Claims Fund as well as additional consideration is further described in Section IX.C. below and in the Sexual Misconduct Claims Procedures.~~

### 3. Liquidation Trust

The Liquidation Trust (\$8,407,305.00) established by the Plan shall be controlled by the Liquidation Trustee who shall manage the Liquidation Trust and distributions from the Liquidation Trust to Holders of General Unsecured Claims in accordance with the provisions of the Plan, the Plan Support Agreement and the Liquidation Trust Agreement. In exchange for compensation (if any) provided for in through the First Amended Plan, such Sexual Misconduct Liquidation Trust, Holders of General Unsecured Claims shall be (a) permanently channeled to the Sexual Misconduct Claims Fund and administered in accordance with the Sexual Misconduct Claims Fund Procedures in full satisfaction, discharge, and including other Tort Claims) must release of any and all such Sexual Misconduct Claims, and (b) permanently will be enjoined and released against the Released Parties pursuant to the Channeling Injunction in accordance with the terms of the First Amended Plan. Bankruptcy Injunctions and Releases set forth in the Plan and the Plan Support Agreement.

~~After a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. In the event the amount of the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

~~For each Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein, 75% of the Liquidated Value (with Pro Rata reductions applied if necessary) of their Sexual Misconduct Claims shall be allocated to a reversionary fund for the benefit of the Insurance Companies, other than National Union Fire Insurance Company of Pittsburgh, Pa. Distribution of the reversionary fund to the applicable Insurance Companies shall occur no earlier than the initial distributions to Holders of Allowed Sexual Misconduct Claims from the Sexual Misconduct Claims Fund.~~

### 4. Former Representatives Defense Costs

The Former Representatives have agreed to waive, in part, their entitlement to reimbursement of all defense costs and expenses as a priority to payment of any liability or settlement amount pursuant to the terms of the applicable Insurance Policies. As a result of such waiver, the Former Representatives shall be reimbursed \$9,743,052.00, an amount which, in the aggregate, approximates fifty percent (50%) of the fees and expenses incurred by the Former Representatives as of April 25, 2019 and for any other defense costs or

expenses incurred by the Former Representatives after such date, the Former Representatives will be reimbursed zero percent (0%) of their fees and expenses. The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein.

### **5. ~~3.~~ Non-Released Parties' Contribution Claims**

In the event a Tort Claimant has initiated (or initiates in the future) an action against a Non-Released Party related to a Tort Claim, any recovery in such action (or a related action) against a Released Party shall be deemed completely satisfied based on the Released Party's (and/or such Released Party's Insurance Companies') contribution to the Settlement Amount, regardless of the jurisdiction in which the Tort Claimant brings the Tort Claim or the applicable law that governs such Tort Claim. On and after the Effective Date, all Claims for contribution (including Claims for contribution arising from, related to or connected to Tort Claims) held by a Non-Released Party shall be permanently ~~enjoined, discharged, and~~ released and enjoined against all Released Parties.

### **~~4. Liquidation Trust~~**

~~From the Settlement Amount, \$8,407,305.00 shall be distributed by the Global Escrow Agent to an account controlled by the Liquidation Trustee who shall manage the Liquidation Trust and distributions from the Liquidation Trust in accordance with the provisions of the First Amended Plan, the Plan Support Agreement and the Liquidation Trust Agreement. In consideration for the Liquidation Trust as well as the additional consideration provided for in the First Amended Plan, all Claims (other than the Sexual Misconduct Claims) against the Released Parties and Harvey Weinstein, shall (a) recover solely, if at all, from the Liquidation Trust in **full satisfaction, discharge, and release** of such Claims, and (b) all such Claims shall be **permanently enjoined and released** against the Released Parties pursuant to the Bankruptcy Injunctions and Releases set forth in the First Amended Plan and the Plan Support Agreement. From the Liquidation Trust, \$1,112,305.52 shall be distributed to Seyfarth Shaw LLP in full satisfaction of any unpaid amounts for prepetition services rendered to the Debtors and no Settlement Party shall object to such distribution or to the allowance of Seyfarth Shaw LLP's \$1,112,305.52 Claim for such prepetition services.~~

### **~~5. Former Representatives Defense Costs~~**

~~Pursuant to the terms and conditions of the First Amended Plan and the Plan Support Agreement, the Former Representatives have agreed, in consideration for the releases and injunctions contemplated hereunder and thereunder, to waive, in part, their entitlement to reimbursement of all defense costs and expenses as a priority to payment of any liability or settlement amount pursuant to the terms of the applicable Insurance Policies. As a result of such waiver, the Former Representatives shall be reimbursed \$9,743,052.00, an amount which, in the aggregate, approximates fifty percent (50%) of the fees and expenses incurred by the Former Representatives as of April 25, 2019 and for any other defense costs or expenses incurred by the Former Representatives after such date, the Former Representatives will be reimbursed zero percent (0%) of their fees and expenses. The Global Escrow Agent shall distribute the Former Representatives Defense Costs to an account controlled by a representative selected by the~~

~~Former Representatives, this representative shall distribute the funds to satisfy the defense costs incurred by the Former Representatives in connection with the defense of the applicable cases, and such distributions shall be made in accordance with the payment schedule held by Jed Melnick of Weinstein Melnick, LLP. The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein.~~

## 6. Substantive Consolidation

The ~~First Amended~~ Plan provides for the substantive consolidation of the Estates into a single Estate for all purposes associated with Confirmation and consummation. As a result of the substantive consolidation of the Estates, each Class of Claims and Interests will be treated as against a single consolidated Estate without regard to the separate identification of the Debtors, and all Claims filed against more than one Debtor either on account of joint and several liability or on account of the same debt shall be deemed a single Claim against the consolidated Estates; *provided, however*, in the event the Bankruptcy Court does not approve the substantive consolidation of the Estates, each Class of Claims and Interests will be subdivided by Estate and each Estate's assets will be distributed to the ~~holders~~**Holders** of Allowed Claims in accordance with the absolute priority rule as set forth in the ~~First Amended~~ Plan. The Solicitation Procedures Order shall provide that the Debtors will tabulate votes on both a consolidated and unconsolidated basis by Estate for all purposes associated with Confirmation and consummation.

### B. Summary of Distributions Under the ~~First Amended~~ Plan

The following is a summary of the proposed distributions under the ~~First Amended~~ Plan. It is qualified in its entirety by reference to the full text of the ~~First Amended~~ Plan, which is attached to this ~~First Amended~~ Disclosure Statement as Exhibit A. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims, as described in Section 3 of the ~~First Amended~~ Plan, have not been classified and thus are excluded from the Classes set forth in the ~~First Amended~~ Plan. The following table summarizes the classification of the Classes of Claims and Interests under the Plan and whether you are entitled to vote on the Plan.

CLASS	DESCRIPTION	ESTIMATE OF TOTAL AMOUNT OF CLAIMS IN CLASS	TREATMENT
CLASS 1	Other Priority Claims	<del>[\$•]</del> <u>\$500,000</u>	<b>Unimpaired</b> and not entitled to vote; paid in full in Cash on the later of the Effective Date and the date such Claim becomes an Allowed Claim.
CLASS 2	Secured Tax Claims	<del>[\$•]</del> <u>\$6,600</u>	<b>Unimpaired</b> and not entitled to vote; paid in full in Cash on the later of the Effective Date and the date such Claim becomes an Allowed Claim.
CLASS 3	Secured Claims	<del>[\$•]</del> <u>N/A</u>	<b>Unimpaired</b> and not entitled to vote; <del>paid</del> <u>receive collateral securing Allowed Claim or paid the value of the collateral</u> in full in Cash on the later of the Effective Date and the date such Claim becomes an

CLASS	DESCRIPTION	ESTIMATE OF TOTAL AMOUNT OF CLAIMS IN CLASS	TREATMENT
CLASS 4	Sexual Misconduct Claims	<del>[\$-]N/A</del> <sup>5</sup>	Allowed Claim.  <b>Impaired</b> and entitled to vote; may obtain <del>cash</del> <b>Cash</b> recovery (if any) from the Sexual Misconduct Claims Fund.
CLASS 5	General Unsecured Claims	<del>[-\$150125 million]</del>	<b>Impaired</b> and entitled to vote. Holders of Allowed General Unsecured Claim are expected to receive <del>less than an</del> <b>approximately</b> 2% recovery in <del>cash</del> <b>Cash</b> on account of such Allowed General Unsecured Claims.
CLASS 6	Intercompany Claims	Impaired	<b>Impaired</b> , deemed to reject, and not entitled to vote.
CLASS 7	Interests	Impaired	<b>Impaired</b> , deemed to reject, and not entitled to vote.

Except as required by applicable bankruptcy law, post-petition interest shall not accrue or be payable on account of any Claim.

The treatment in the ~~First Amended~~-Plan is in full and complete satisfaction of all of the legal, contractual, and equitable rights that each Holder of an Allowed Claim or an Allowed Interest may have in or against the Debtors or their property. This treatment supersedes and replaces any agreements or rights those Holders have in or against the Debtors or their property. All Distributions under the ~~First Amended~~-Plan will be tendered to the entity holding the Allowed Claim.

**EXCEPT AS SPECIFICALLY SET FORTH IN THE ~~FIRST AMENDED~~-PLAN, NO DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON ACCOUNT OF ANY CLAIM THAT IS NOT ALLOWED.**

As discussed in the Liquidation Analysis<sup>4</sup>, the ~~Debtors~~**Plan Proponents** estimate that recoveries for Holders of Allowed General Unsecured Claims will be greater under the ~~First Amended~~-Plan than in a liquidation under chapter 7 of the Bankruptcy Code. In addition, the ~~Debtors~~**Plan Proponents** believe that distributions under chapter 7 of the Bankruptcy Code would likely be **significantly** delayed due to the time it will take a chapter 7 trustee to assess the Company's assets, review and analyze claims, and evaluate and litigate claims against third parties. Holders of Allowed Claims entitled to vote to accept or reject the ~~First Amended~~-Plan should review the Liquidation Analysis (including all footnotes thereto) in assessing whether to vote to accept or reject the ~~First Amended~~ Plan.

<sup>5</sup> The Plan Proponents do not have sufficient information in order to provide a reasonable estimate of the total monetary amount of the Sexual Misconduct Claims that have or may be asserted.

<sup>4</sup> ~~The Debtors will file a Second Amended Disclosure Statement, to which a Liquidation Analysis shall be attached as an exhibit, as soon as practicable.~~

## VI.

**QUESTIONS AND ANSWERS REGARDING THIS  
~~FIRST AMENDED~~ DISCLOSURE STATEMENT AND THE ~~FIRST AMENDED~~ PLAN**

**Why are the ~~Debtors~~ Plan Proponents sending me this ~~First Amended~~ Disclosure Statement?**

The ~~Debtors~~ Plan Proponents are seeking to obtain Bankruptcy Court approval of the Plan. Prior to soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the preparation and approval of a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan. This ~~First Amended~~ Disclosure Statement is being submitted in accordance with such requirements.

**What happens to my recovery if the ~~First Amended~~ Plan is not confirmed, or does not go effective?**

In the event that the ~~First Amended~~ Plan is not confirmed, the ~~Debtors~~ Plan Proponents believe it is unlikely that the Debtors will be able to achieve the same recoveries for creditors that are available under the ~~First Amended~~ Plan. If the ~~First Amended~~ Plan is not confirmed in a timely manner, it is unclear whether the ~~global settlement~~ Settlement could be implemented and what, if anything, Holders of Claims would ultimately receive in respect of their Claims against the Debtors. ~~#The Plan is primarily funded by insurance proceeds and this funding will not be available without the Settlement. Therefore, it~~ is possible that any alternative may provide Holders of Claims with less than they would have received pursuant to the ~~First Amended~~ Plan. Moreover, non-confirmation of the ~~First Amended~~ Plan will likely result in either the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or dismissal of the Chapter 11 Cases in their entirety. The Liquidation Analysis attached to this Disclosure Statement as Exhibit B shows that recoveries in a chapter 7 liquidation scenario would be meaningfully lower.

**If the ~~First Amended~~ Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what do you mean when you refer to “Confirmation,” “Effective Date,” and “consummation?”**

“Confirmation” of the ~~First Amended~~ Plan refers to the approval of the ~~First Amended~~ Plan by the Bankruptcy Court. Confirmation of the ~~First Amended~~ Plan does not guarantee that you will receive the distribution contemplated under the ~~First Amended~~ Plan. After Confirmation of the ~~First Amended~~ Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the ~~First Amended~~ Plan can be consummated and become effective. References to the “Effective Date” mean the date that all conditions to the ~~First Amended~~ Plan have been satisfied or waived and the ~~First Amended~~ Plan has been fully consummated.

As set forth in the ~~First Amended~~ Plan, the Liquidation Trustee shall not make any interim Distributions absent further order of the Bankruptcy Court. ~~Accordingly, it is~~



~~contemplated that the Liquidation Trustee will monetize the Causes of Action after~~Distributions from the Sexual Misconduct Claims Fund will begin upon completion of the liquidation process described in the Sexual Misconduct Claims Fund Procedures, and shall in no event occur prior to the Effective Date~~and make a single and final Distribution to general unsecured creditors.~~

**Where is the cash required to fund the ~~First Amended~~ Plan coming from?**

The cash required to fund the ~~First Amended~~ Plan will primarily come from (i) insurance proceeds made available as a result of the Settlement; and (ii) remaining cash currently held by the Debtors derived from the sale of the Debtors' film and television production business assets and film and television libraries;~~and (ii) proceeds of the Settlement.~~

**What is the Sexual Misconduct Claims Fund?**

The Sexual Misconduct Claims Fund is a fund created under the Plan for the purpose of evaluating and compensating all Sexual Misconduct Claims. Distributions from the Sexual Misconduct Claims Fund will be made in accordance with the Sexual Misconduct Claims Procedures (attached to this Disclosure Statement as Exhibit C). Please read the Sexual Misconduct Claims Procedures in full.

**How do I vote for or against the ~~First Amended~~ Plan?**

This ~~First Amended~~ Disclosure Statement, accompanied by a ballot or ballots to be used for voting on the ~~First Amended~~ Plan, is being distributed to the ~~holders~~Holders of Claims entitled to vote on the ~~First Amended~~ Plan. If you are a Holder of Claims in Class 4 (Sexual Misconduct Claims) or Class 5 (General Unsecured Claims) (the "Voting Classes"), you may vote for or against the ~~First Amended~~ Plan by completing the ballot and returning it in the envelope provided.

**What is the deadline to vote on the ~~First Amended~~ Plan?**

All ballots must be actually sent to the Balloting Agent so as to be received on or before **5:00 p.m. (Eastern Time) on [●], 2020 (the "Voting Deadline").**

**Why is the Bankruptcy Court holding a confirmation hearing?**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the ~~First Amended~~ Plan. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the ~~First Amended~~ Plan.

**When is the confirmation hearing scheduled to occur?**

The Bankruptcy Court has scheduled the confirmation hearing for **[●], 2020 at 10:00 a.m. (Eastern Time)** before the Honorable Judge Mary F. Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court, 824 North Market Street, 5th Floor, Wilmington, DE 19801. The confirmation hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made at the confirmation hearing or any



adjournment thereof. Objections to confirmation of the ~~First-Amended~~ Plan must be filed and served on the ~~Debtors~~Plan Proponents and certain other parties, by no later than [●], 2020 at 5:00 p.m. (Eastern Time) in accordance with the notice of the confirmation hearing that accompanies this ~~First-Amended~~ Disclosure Statement. Unless objections to Confirmation of the ~~First-Amended~~ Plan are timely served and filed in compliance with the Solicitation Procedures Order, they might not be considered by the Bankruptcy Court.

### **What is the purpose of the confirmation hearing?**

The consummation of a plan of reorganization or liquidation is the principal objective of a chapter 11 case. The confirmation of a plan of reorganization or liquidation by the Bankruptcy Court binds the debtor, any person acquiring property under the plan of reorganization or liquidation, any creditor or equity interest holder of a debtor and any other person or entity as may be ordered by the Bankruptcy Court in accordance with the applicable provisions of the Bankruptcy Code.

### **What role does the Bankruptcy Court play after the confirmation hearing?**

After the ~~First-Amended~~ Plan is confirmed, the Bankruptcy Court will still have exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the ~~First-Amended~~ Plan, including disputes over any Claims or Interests arising under the Chapter 11 Cases. In addition, the Bankruptcy Court will have exclusive jurisdiction to ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the ~~First-Amended~~ Plan, as well as all matters described in Section 13 of the ~~First-Amended~~ Plan.

### **Do the ~~Debtors~~Plan Proponents recommend voting in favor of the ~~First-Amended~~ Plan?**

Yes. In the opinion of the ~~Debtors~~Plan Proponents, the ~~First-Amended~~ Plan is preferable to liquidation under chapter 7 of the Bankruptcy Code, as described in this ~~First-Amended~~ Disclosure Statement and the Liquidation Analysis, and any other reasonably available alternative because the ~~Debtors~~Plan Proponents believe the ~~First-Amended~~ Plan provides for a larger distribution to the Debtors' general unsecured creditors than would otherwise result from a liquidation or any other reasonably available alternative. Accordingly, the ~~Debtors~~Plan Proponents recommend that Holders of Claims in Class 4 (Sexual Misconduct Claims) and Class 5 (General Unsecured Claims) support Confirmation of the ~~First-Amended~~ Plan and vote to accept the ~~First-Amended~~ Plan.

## **VII.**

### **HISTORY OF THE DEBTORS**

#### **A. History, Operations, and Business**

Founded in 2005 by Robert and Harvey Weinstein, the Debtors were a "mini-major" film and television production studio that created, produced, and distributed feature films and premium television content for the U.S. and international markets. The Debtors' assets consisted primarily of intellectual property, distribution rights, and cash flows related to its film library,

television productions, and portfolio of unreleased films. The Debtors generated revenue from the exhibition or licensing of films. Each film was distributed theatrically to major and independent exhibitors of motion pictures in the United States and other countries. Home entertainment, subscription and transactional video-on demand, free television, and non-theatrical distribution of each film are generally effected through a major film distribution, pay subscription, or television broadcasting company in the United States. The Debtors operated under longstanding relationships with theatrical exhibitors, and under output agreements with leading home entertainment, Pay TV, Streaming, Video On-Demand, and non-theatrical providers, including Netflix, Showtime, Amazon Instant Video, Paramount, and Universal.

The Company's film library of 277 films generated a total of over \$2 billion in worldwide theatrical box office receipts. The Debtors produced numerous critically acclaimed and commercially successful films, receiving 23 Academy Awards, including Academy Awards for Best Picture for *The Artist* and *The King's Speech*, and 113 Academy Award nominations. The revenue streams associated with the film library derived primarily from domestic and international box office receipts, upfront payments related to the sale of distribution rights in foreign markets, direct output deals in selected markets, a multi-year output deal with Netflix that covers virtually all theatrical releases, and ongoing cash flows related to broadcast and cable networks.

The Debtors' television business was one of the fastest growing and most successful television production companies in the industry and created numerous scripted and unscripted television series, including the *Project Runway* franchise, *Scream*, *Six*, *War and Peace*, *Peaky Blinders*, and *Crouching Tiger, Hidden Dragon*.

As of the Petition Date, the Debtors' unreleased film portfolio consisted of five distribution-ready film titles and additional projects in production or pre-production stages of development (including undeveloped scripts).

As discussed below, in the immediate wake of the allegations against Harvey Weinstein in the fall of 2017, the Debtors' relationships with many of its contract counterparties – studios, actors, production companies, and vendors – suffered, and as a result many pending and future business opportunities were lost, ultimately leading to severe liquidity constraints, the commencement of the Chapter 11 Cases, and the sale of substantially all of the Debtors' assets to Lantern Entertainment.

## **B. Prepetition Indebtedness**

As of the Petition Date, the Debtors' prepetition secured and unsecured indebtedness consisted primarily of the following:

Union Bank Senior Credit Facility. TWC Domestic LLC ("TWC Domestic") had outstanding secured debt obligations in the aggregate amount of approximately \$156.4 million under that certain Second Amended and Restated Credit and Security Agreement dated as of September 30, 2013, among TWC Domestic, the lenders referred to therein, and Union Bank, N.A. ("Union Bank"), as administrative agent and letter of credit issuer (the "Union Bank Credit Agreement"). The Union Bank Credit Agreement provided for a senior secured revolving credit

facility (the “Union Bank Facility”). The collateral securing the Union Bank Facility consisted primarily of a first priority lien on substantially all of TWC Domestic’s assets and a senior pledge of The Weinstein Company LLC’s (“TWC”) equity in TWC Domestic. The obligations of TWC Domestic under the Union Bank Credit Agreement were guaranteed by TWC.

UnionBanCal Junior Credit Facility. TWC Domestic also had outstanding secured debt obligations in the aggregate amount of approximately \$15.6 million under that certain Credit and Security Agreement dated as of October 9, 2015, among TWC Domestic, the lenders referred to therein, and UnionBanCal Equities, Inc. (“UBE”), as administrative agent (the “UBE Credit Agreement”). The UBE Credit Agreement provided for a secured term loan credit facility (the “UBE Facility”). The collateral securing the UBE Facility consisted of a junior lien on substantially all of TWC Domestic LLC’s assets.

TWC Production Facility. TWC Production LLC (“TWC Production”) had outstanding secured debt obligations in the aggregate amount of approximately \$42.5 million under that certain Credit and Security Agreement dated as of August 6, 2014, among TWC Production, the lenders and guarantors referred to therein, and MUFG Union Bank, N.A. (“MUFG”) as Administrative Agent (the “TWC Production Credit Agreement”). The TWC Production Credit Agreement provides for a revolving credit facility (the “TWC Production Facility”). The collateral securing the TWC Production Facility consisted primarily of a first priority lien on substantially all assets of TWC Production.

In accordance with the Final DIP Order and the Final Sale Order, the Debtors used a portion of the proceeds of the sale of substantially all of their assets to satisfy in full their prepetition obligations under the Union Bank Facility, UBE Facility, and TWC Production Facility.

Bank of America Credit Facility. Weinstein Television LLC (“WTV”) had outstanding secured debt obligations in the aggregate amount of approximately \$18.1 million under that certain Term Loan Agreement dated as of May 24, 2016, among WTV, the lenders referred to therein, and Bank of America, N.A., as administrative agent (the “BAML Credit Agreement”). The BAML Credit Agreement provided for a term loan facility (the “BAML Facility”). The collateral securing the BAML Facility consisted primarily of the assets of the *Project Runway* franchise and the episodic series *Fashion, Inc.* (the “Project Runway Collateral”), the other assets of WTV and its subsidiaries, as well as certain of TWC’s rights in television products and a senior pledge of equity in WTV. The obligations of WTV under the BAML Credit Agreement are guaranteed by Small Screen Trades LLC, Small Screen Productions LLC, and Marcothree, LLC, the equity interests of which are also pledged to Bank of America, N.A. Pursuant to the *Order Approving Stipulation Among Debtors, The Official Committee of Unsecured Creditors and Bank of America, N.A., as Administrative Agent, Providing for Payment of Certain Secured Obligations* [Docket No. 1299], the Debtors used a portion of the proceeds from the sale of their assets to pay all outstanding obligations under the BAML Facility.

Access Industries Credit Facility. TWC Borrower 2016, LLC (“TWC Borrower”) has outstanding secured debt obligations in the aggregate amount of approximately \$45.5 million under that certain Secured Full Recourse Promissory Note dated as of September 29, 2016, between TWC Borrower and AI International Holdings (BVI) Ltd (the “AI Note”). The

collateral securing the AI Note consists of certain foreign distribution rights, a subordinated pledge of equity in WTV, and a pledge of TWC's equity in Weinstein Global Film Corporation. The obligations of TWC Borrower under the AI Note are guaranteed by TWCH and by Harvey Weinstein. TWC and certain of its subsidiaries have agreed to reimburse Harvey Weinstein if he is required to make payments on the AI Note.

Single Film Loans. The Debtors had approximately \$66.6 million in outstanding secured debt obligations related to individual film and television projects.

Guild Obligations. Certain of the Debtors are signatories to collective bargaining agreements (the "Guild Agreements") with one or more of the Directors Guild of America, Inc., Screen Actors Guild–American Federation of Television and Radio Artists, and the Writers Guild of America West, Inc. (collectively, the "Guilds"). Pursuant to the Guild Agreements, these certain Debtors are required to pay compensation to members of the Guilds for services performed in connection with films and television programs produced by these certain Debtors (the "Guild Obligations"). In general, the Guild Obligations are secured through liens on certain personal and intellectual property associated with the films and television programs giving rise to the obligations.

Viacom Advances. WTV and Next Take Productions, Inc. ("Next Take") are indebted to Viacom Media Networks ("Viacom") in the amount of \$8.3 million under an agreement by and among Viacom, On-Site Productions Inc., Next Take, and WTV dated as of March 7, 2013, related to the advancement of expenses for payroll and certain international rights associated with the television series "Scream." Pursuant to the *Order Pursuant to Bankruptcy Rule 9019 Approving Settlement Agreement By and Among the Debtors, Spyglass Media Group, LLC (f/k/a Lantern Entertainment LLC), and Viacom International Inc. Regarding Assumption and Assignment of Certain Viacom Agreements* [Docket No. 2515], Viacom received an allowed \$11 million general unsecured claim against WTV for, among other things, any claims related to this agreement.

Cast and Crew Payroll Advance. TWC is a guarantor of obligations of Next Take in the amount of \$3.3 million under an agreement dated as of October 5, 2017, between Cast & Crew Financial Services, LLC, Next Take, and TWC related to the advancement of expenses for payroll associated with the third season of the television series "Scream."

Demand Note. TWCH is indebted to Robert Weinstein in the amount of \$11,187,363 under an unsecured demand note dated as of February 5, 2018. This balance is reflective of the amount due as of March 16, 2018. Pursuant to the terms of the Plan Support Agreement, TWCH's obligations under this demand note are waived and released.

## **C. Events Leading to the Commencement of the Chapter 11 Cases**

### **1. The Allegations of Sexual Harassment and Sexual Assault Against Harvey Weinstein**

In fall 2017, a series of articles revealed multiple allegations of sexual harassment and sexual assault by multiple women, spanning nearly three decades, against Harvey Weinstein – the

Company's co-founder. After the allegations were asserted, the Company's board undertook an independent investigation of Mr. Weinstein using outside counsel and terminated his employment.

In the ensuing months, numerous lawsuits were filed against Harvey Weinstein, many of them naming the Debtors, Robert Weinstein and other current and former officers, directors, and board representatives of the Debtors.

## **2. Failed Prepetition Efforts to Sell the Debtors**

As stated above, the allegations against Mr. Weinstein produced a swift response from multiple contract counterparties – studios, actors, production companies, and vendors – that hindered the Company's ability to operate and drastically reduced its liquidity.

Faced with the disintegration of its business in the face of the allegations against Harvey Weinstein, the Debtors engaged an investment bank to explore an overall financial restructuring, including a potential sale of substantially all of the Company's assets. Initial sale and rescue finance efforts were unsuccessful and the Debtors were forced to sell certain film rights to improve liquidity prior to the Petition Date.

In November 2017, the Company attempted to attract additional bidders and expanded its marketing efforts. At the conclusion of its prepetition sale process, the Company's board of directors moved forward with a bid from a consortium of investors that included, among others, Lantern Asset Management LLC (who would go on to purchase substantially all of the Debtors' assets after the Company filed for bankruptcy). Because of the potential liability arising from previously filed cases against, *inter alia*, Harvey Weinstein and the Company related to Harvey Weinstein's alleged sexual misconduct and because of the potential liability arising from subsequently filed cases related to the same, the Company was unable to finalize an agreement with the consortium.

## **VIII.**

### **THE DEBTORS' CHAPTER 11 CASES**

#### **A. Commencement of the Chapter 11 Cases**

On March 19, 2018, each of the Debtors voluntarily filed for relief under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases were commenced in the Bankruptcy Court and were assigned to the Honorable Mary F. Walrath, United States Bankruptcy Judge. On March 20, 2019, the Bankruptcy Court entered an order directing the joint administration of the Chapter 11 Cases.

#### **B. Appointment of the Official Committee of Unsecured Creditors**

On March 28, 2018, the United States Trustee appointed the Committee to represent the interests of all unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code. The Committee initially consisted of the following five members: (i) Louissette Geiss, (ii) Sandeep Rehal, (iii) Cinedigm Corp.; (iv) William Morris Endeavor

Entertainment; and (v) Light Chaser Animation. Light Chaser Animation resigned from the Committee on or about May 24, 2019.

Since its appointment, the Committee has been actively involved with the Debtors in overseeing the administration of the Chapter 11 Cases as a fiduciary for all unsecured creditors of all Debtors in these Chapter 11 Cases, and has consulted with the Debtors on various matters relevant to the Chapter 11 Cases, including the sale of substantially all of the Debtors' assets to Lantern Entertainment and the Settlement.

### **C. Retention of Professionals**

During the Chapter 11 Cases, the Bankruptcy Court approved the retention of: (i) Cravath, ~~Swain~~Swaine & Moore LLP and Richards, Layton & Finger, P.A. as counsel to the Debtors; (ii) Pachulski Stang Ziehl & Jones LLP as counsel to the Committee; and (iii) Berkeley Research Group, LLC as financial advisor to the Committee. In addition, the Bankruptcy Court approved the Debtors' retention of Robert Del Genio as Chief Restructuring Officer of the Debtors and authorized the retention of personnel from FTI Consulting, LLC.

### **D. Significant Business Events after the Petition Date**

The Debtors operated their businesses as debtors in possession from the Petition Date through the date of the sale of their assets. As set forth below, during the course of the Chapter 11 Cases, the Debtors sold substantially all of their assets and wound down their operations, including the termination of all employees.

#### **1. First Day Motions**

Immediately after commencing the Chapter 11 Cases, the Debtors filed a number of motions and other pleadings (the "First Day Motions") to stabilize their businesses in the initial days of the Chapter 11 Cases, ensure a smooth transition into chapter 11 with minimal disruptions, and maintain the confidence of creditor constituencies necessary to implement an effective sale and liquidation of the Company's assets.

The orders entered pursuant to the First Day Motions authorized the Debtors to, among other things: (i) pay certain prepetition employee wages, benefits, and reimbursable business expenses [Docket No. 246]; (ii) provide adequate assurance of payment to utility companies and establish procedures for resolving requests by utility companies for additional assurance of payment [Docket No. 245]; and (iii) maintain their existing bank accounts and cash management system [Docket No. 289].

#### **2. DIP Facility**

The Debtors entered bankruptcy with nearly no unencumbered cash on hand and required post-petition financing to sustainably operate until such time that a sale of all or substantially all of the Company's assets could be consummated. Accordingly, prior to filing for chapter 11 protection, the Debtors conducted a prepetition marketing process to identify potential lenders that might extend post-petition financing to the Debtors. After such marketing process was completed, the Debtors, in an exercise of their sound business judgment, determined that all

competing bids were inferior, either financially or when considering the potential lender's experience in the entertainment industry and/or its understanding of the Debtors' intricate capital structure, to those offered by Union Bank. Accordingly, on March 16, 2018, the Company determined that Union Bank's \$25 million senior secured superpriority debtor in possession delayed draw term loan (the "DIP Facility") was the best available financing. The DIP Facility was approved on an interim basis at the first day hearing on March 20, 2018 and a final order approving the DIP Facility was entered on April 29, 2018. On October 9, 2018, the Bankruptcy Court entered an order [Docket No. 1577] extending the maturity date of the DIP Facility to March 31, 2019. On March 29, 2019, the Bankruptcy Court entered an order [Docket No. 2238] extending the maturity date of the DIP Facility to December 31, 2019. A portion of the proceeds of the sale of substantially all of the Debtors' assets were used to satisfy in full the Debtors' obligations under the DIP Facility.

### **3. Sale of Substantially All of the Debtors' Assets**

Section 363 of the Bankruptcy Code grants trustees and debtors in possession the power, subject to approval of the Bankruptcy Court, to use, sell, or lease property of the Estates outside of the ordinary course of business. Prior to the Petition Date, on March 7, 2018, Lantern Entertainment LLC (n/k/a Spyglass Media Group, LLC) ("Lantern Entertainment") submitted a proposal to acquire substantially all of the Debtors' assets in a post-petition asset sale under section 363 for a cash purchase price of \$310 million and the assumption of certain project-level, non-recourse indebtedness. Lantern Entertainment's proposal indicated an interest to maintain the Company as a going concern and to offer employment to most of the Company's employees. After negotiating from March 7 through March 19, 2018, the Debtors entered into the Asset Purchase Agreement (the "APA") for the post-petition sale of substantially all of the Debtors' assets with Lantern Entertainment.

On May 9, 2018, the Bankruptcy Court approved the Debtors' sale of substantially all of their assets to Lantern Entertainment for approximately \$310 million pursuant to section 363 of the Bankruptcy Code. The sale to Lantern Entertainment closed on July 13, 2018.

On June 27, 2018, the Debtors filed the Motion for an *Order Approving Amendment to Asset Purchase Agreement Entered Into By and Between the Debtors and Lantern Entertainment LLC* [Docket No. 1115] (the "Sale Amendment Motion"). The Sale Amendment Motion sought the approval of a settlement with Lantern Entertainment that provided for a downward 7.4% purchase price adjustment (from \$310 million to \$287 million) that was agreed to by the Debtors to resolve an ongoing dispute with Lantern Entertainment that threatened to prevent the sale from closing.

In connection with resolving objections raised by the Committee to the Sale Amendment Motion, the Debtors and the Committee agreed to, among other things, certain terms and conditions regarding the go forward administration of the Chapter 11 Cases. Specifically, the Debtors and the Committee agreed that the Debtors would not seek to extend their exclusivity periods to file and solicit a chapter 11 plan, that the Debtors' board of directors (the "Board") would be reconstituted, and that the Committee would take the lead role in formulating and drafting a chapter 11 plan. Moreover, in accordance with the agreement between the Debtors and the Committee, on the closing date of the sale, all members of the Board, other than Ivona Smith



(an independent director who had joined the Board in April 2018 at the request of the Committee), resigned. On August 7, 2018, two Committee-selected independent directors were appointed to the Board, [Alan M. Jacobs and Alan D. Halperin](#).

On July 11, 2018, the Bankruptcy Court entered an order [Docket No. 1220] approving the Sale Amendment Motion, as amended by agreement among the Debtors and Committee.

#### **4. AI International and Union Bank Settlement**

As of the Petition Date, TWC Borrower 2016, LLC (“~~TWC Borrower~~”) had outstanding secured debt obligations in the aggregate amount of approximately \$45.5 million under that certain *Secured Full Recourse Promissory Note* dated as of September 29, 2016, between TWC Borrower and AI International (the “~~AI Note~~”). The collateral securing the AI Note consisted of certain foreign distribution rights, a subordinated pledge of TWCH’s equity in WTV, and a pledge of TWC’s equity in Weinstein Global Film Corporation. The obligations of TWC Borrower under the AI Note are guaranteed by TWCH and by Harvey Weinstein.

Substantially all of the proceeds of the sale of the Debtors’ assets to Lantern Entertainment were used to retire the Company’s obligations to Union Bank, UBE, and MUFG under the DIP Facility, Union Bank Facility, UBE Facility, and TWC Production Facility. However, under the Sale Order, the Bankruptcy Court reserved the determination of the allocation of the purchase price among the Debtors’ estates. During the course of these Chapter 11 Cases, AI International contended that the allocation of proceeds of the sale improperly favored TWC (*i.e.*, the Debtors’ film library) over WTV (*i.e.*, the Debtors’ television assets), thereby diminishing its recovery on the AI Note.

Based on these contentions, AI International filed an adversary complaint in the Chapter 11 Cases against the Union Bank Parties, captioned *AI International v. MUFG Union Bank, N.A. as administrative and collateral agent, and UnionBanCal Equities, Inc.*, Adversary Proceeding No. 18-50486 (MFW) (the “~~AI Litigation~~”).

After extended arm’s length settlement negotiations, AI International, the Union Bank Parties, the Debtors, and the Committee reached a settlement agreement, whereby AI International waived its claims against the Estates and the Union Bank Parties released any remaining liens, claims, and encumbrances against the Company’s cash. On July 16, 2019, the Bankruptcy Court entered an order [Docket No. 2504] approving the settlement agreement.

#### **5. Assumed Contracts**

Pursuant to the APA, Lantern Entertainment assumed various executory contracts during these Chapter 11 Cases. The executory contracts assumed by Lantern Entertainment are generally identified on the following notices of assumed contracts: (i) *Supplemental Notice of Filing of List of Assumed Contracts Pursuant to Sale Order* [Docket No. 1457]; (ii) *Supplemental Notice of Filing of List of Assumed Contracts Pursuant to Sale Order* [Docket No. 1512]; (iii) *Supplemental Notice of Filing of List of Assumed Contracts Pursuant to Sale Order* [Docket No. 1665]; and (iv) *Supplemental Notice of Filing of List of Assumed Contracts Pursuant to Sale Order* [Docket No. 1695].

## 6. Guild Settlement

On January 8, 2019, the Bankruptcy Court entered an order [Docket No. 1956] approving a settlement among the Debtors, the Guilds, MUFG, UBE, and the Committee (the “Guild Settlement Agreement”). Pursuant to the Guild Settlement Agreement, the Guilds, among other things, dismissed the adversary proceeding they commenced in Bankruptcy Court against MUFG and UBE for unpaid residual payments, and stipulated to an allowed secured claim against the Estates in the aggregate amount of \$11.0 million, which has been paid pursuant to the terms of the Guild Settlement Agreement.

### E. Schedules and Establishment of Bar Dates

On April 23, 2018, the Debtors filed their schedules of assets and liabilities and statements of financial affairs. By order entered December 27, 2018 [Docket No. 1890] (the “Initial Bar Date Order”), the Bankruptcy Court fixed February 15, 2019 as the deadline for (i) all ~~holders~~Holders of alleged non-Tort Claims against the Debtors to file proofs of claim against the Debtors (the “General Bar Date”) and (ii) each person or entity that asserts a request for payment of administrative claims arising between the Petition Date and December 31, 2018, other than claims for professional fees and expenses in these proceedings, to file a request for payment of such Administrative Claims (the “Initial Administrative Claims Bar Date”).

The Original Bar Date Order also approved the form of notice and the form of the proof of claim which was served on all parties known to the Debtors that may assert a Claim, other than a Tort Claim, against the Debtors.

By order entered September ~~9~~9, 2020 [Docket No. ~~2966~~2966] (the “Tort Claims Bar Date Order”), the Bankruptcy Court fixed ~~9~~October 31, 2020 as the deadline for all Holders of Tort Claims to file proofs of claim against the Debtors (the “Tort Claims Bar Date”).

The Tort Claims Bar Date Order also approved the form of notice and the form of the proof of claim which was served on all parties known to the Debtors that may assert a Tort Claim against the Debtors. Specifically, the proof of claim form for ~~holders~~Holders of alleged Tort Claims required claimants to identify whether their alleged Tort Claim qualified as a Sexual Misconduct Claim. Pursuant to the Solicitation Procedures Order, any ~~holder~~Holder of an alleged Tort Claim that votes on the Plan shall have their Tort Claim valued at \$1 for voting purposes.

## IX.

### THE ~~GLOBAL~~ SETTLEMENT OF SEXUAL MISCONDUCT CLAIMS

#### A. Background and Investigation

On October 6, 2017, immediately following an October 5, 2017 article by *The New York Times*, the Board publicly announced that it took the accusations “extremely seriously” and was launching “a thorough and independent investigation” into Harvey Weinstein’s reported

misconduct. On October 8, 2017, the Board terminated Harvey Weinstein's employment. Notably, between October 5, 2017 and October 14, 2017, five members of the Board resigned.

The alleged misconduct of Harvey Weinstein produced a plethora of lawsuits against him, the Debtors, certain former officers, directors, and/or board representatives of the Debtors, and a variety of other defendants in state and federal courts in the United States as well as in Canada, the United Kingdom and Ireland. These included the Class Action Lawsuits and at least a dozen other lawsuits by women predicated on alleged sexual misconduct by Harvey Weinstein. Further investigations were undertaken by the Board, the New York State Office of the Attorney General ("NYOAG"), and the New York City District Attorney's Office, among others. Further investigations were conducted after the Company's bankruptcy filing by the Committee's professionals as well as the Debtors' professionals under the supervision of the Debtors' reconstituted Board.

According to publicly filed complaints and media reports, certain of the Company's Former Representatives were alleged to have been aware of and failed to stop Harvey Weinstein's unlawful sexual conduct and failed to properly investigate Harvey Weinstein's repeated and persistent unlawful conduct while at the Company. The Class Action Lawsuits and NYOAG complaint further alleged that Harvey Weinstein, certain of the Former Representatives, and others used settlements that contained nondisclosure agreements and other means to conceal the ongoing misconduct and violations of the law.

#### **B. Mediation Efforts and the Initial Settlement**

The facts and circumstances described above gave rise to several types of actual and potential litigation claims, including the Sexual Misconduct Claims asserted on behalf of a class of women who came into contact with Harvey Weinstein, the claims asserted by the NYOAG on behalf of Company employees and the people of New York, and individual claims asserted by former employees and non-employee actresses, writers, and other women who were harassed or assaulted by Harvey Weinstein.

Moreover, the Estates have ~~the potential~~ **D&O Claims** against Harvey Weinstein, and ~~have alleged claims~~ against the Former Representatives for, among other things, breach of the duty of loyalty, including a failure to exercise proper oversight of Harvey Weinstein.

Beginning shortly after the Petition Dates, efforts were undertaken to pursue a global, mediated resolution of all of the aforementioned ~~alleged claims against the Former Representatives (the "D&O Claims")~~ together with claims as well as disputes with insurers who issued directors and officers and general liability coverage to the Debtors which could provide coverage for various of the claims that were made. As has been publicly reported, throughout the Chapter 11 Cases, confidential mediation proceedings (the "Mediation") took place in lengthy in-person group mediation sessions held on no fewer than five dates and extensive discussions and negotiations by telephone.

After several months of negotiations, the Debtors advised the parties to the Mediation that the Estates were running out of funds and that, accordingly, the Debtors soon would be forced to seek conversion of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code. On

February 5, 2019, certain ~~holders~~Holders of Sexual Misconduct Claims advised the Debtors and the Committee that they had terminated their participation in the Mediation.

On May 14, 2019, the Debtors filed the *Motion for an Order (I) Converting Their Chapter 11 Cases to Cases Under Chapter 7 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 2357] (the “Conversion Motion”). The Debtors filed the Conversion Motion to preserve the Estates’ remaining funds and permit a chapter 7 trustee to pursue, among other things, the D&O Claims.

In an effort to avoid conversion of the Chapter 11 Cases, the parties to the Mediation re-engaged in settlement negotiations. As a result of these renewed settlement negotiations, the Debtors ~~effectively withdrew~~adjourned the hearing on the Conversion Motion. ~~On August 31, 2020, the Debtors filed the First Amended Plan embodying the Settlement.~~

Following almost two years of extensive negotiations, a comprehensive settlement of all of the Claims related to Harvey Weinstein’s sexual and other misconduct (the “Initial Settlement”) was reached and on June 30, 2020, the Plan Proponents filed a joint plan of liquidation embodying the Initial Settlement (the “Initial Plan”). The Initial Settlement required the approval of a United States District Court and the Bankruptcy Court due to the scope of the Initial Settlement, namely, the use of class action litigation mechanisms to resolve Sexual Misconduct Claims predating the creation of TWC. The Initial Settlement was put before Judge Alvin Hellerstein of the United States District Court for the Southern District of New York shortly after its execution. On July 14, 2020, Judge Hellerstein rejected the Initial Settlement. The Plan Proponents believe Judge Hellerstein’s decision was largely based on the legal requirements for a class action settlement and lacked a detailed analysis of the potential benefits of the Initial Settlement for Holders of Sexual Misconduct Claims.

Notwithstanding Judge Hellerstein’s ruling, the Plan Proponents continued to believe a negotiated settlement was a far better outcome for the Holders of Sexual Misconduct Claims than a chapter 7 liquidation of the Estates. Immediately after Judge Hellerstein’s ruling, the Settlement Parties pivoted to a modified settlement framework in an attempt to maximize recoveries for Holders of Sexual Misconduct Claims under a revised bankruptcy plan with a more limited scope—one that involves only the resolution of Sexual Misconduct Claims that arose after the creation of TWC. On October 1, 2020, the Plan Proponents filed the Plan embodying the Settlement.

The Plan differs from the Initial Plan in several material respects, including, but not limited to: (1) that Holders of Sexual Misconduct Claims have the option to release Harvey Weinstein or to decline to release Harvey Weinstein and bring or continue to prosecute any causes of action against Harvey Weinstein related such Holder’s Sexual Misconduct Claims in any court of competent jurisdiction, and (2) that Harvey Weinstein is not being reimbursed for any of his defense costs. Both modifications were made to address concerns with the Initial Settlement and the Initial Plan raised by Judge Hellerstein and certain Holders of Sexual Misconduct Claims. The Settlement embodied in the Plan is summarized below.

### C. Summary of the Settlement of Sexual Misconduct Claims

As discussed above, Tort Claims, including the Sexual Misconduct Claims, have been alleged against certain of the Released Parties and Harvey Weinstein. Subject to the entry of the Confirmation Order approving the Settlement and the occurrence ~~of the Effective Date, the Settlement provides mechanisms by which the universe of Tort Claims related directly or indirectly to the alleged misconduct of~~ of the Effective Date, (i) the Insurance Companies on behalf of the Released Parties (and Harvey Weinstein, including, but not limited only with respect to the Sexual Misconduct Claims, held by Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein) will provide the Settlement Amount; (ii) the Sexual Misconduct Claims Fund will be established in accordance with the Plan; and (iii) all Sexual Misconduct Claims shall be resolved, released, discharged, and enjoined in the manner described below. The below summary is qualified in its entirety by reference to the Plan and the Sexual Misconduct Claims Fund Procedures.

~~As consideration for the Settlement, the Insurance Companies, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), are paying the aggregate amount of \$35,214,882.30 (the "Settlement Amount"), which is to be allocated as follows. Pursuant to the terms of the Plan Support Agreement, the Insurance Companies shall pay, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein): (i) the aggregate Cash amount of the Sexual Misconduct Claims Fund (\$17,064,525.30); (ii) the aggregate Cash amount to the Estates in the amount of the Liquidation Trust Settlement Payment (\$8,407,305.00); (iii) the aggregate Cash amount of the Former Representatives Defense Costs (\$9,743,052.00). The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein. In addition, the Insurance Companies, upon the Effective Date, shall be deemed to withdraw (or waive with the consent of the Committee) their proofs of claim filed against the Debtors.~~

~~As it pertains to the NYOAG, any Claims the NYOAG currently holds arise in its representative capacity for the People of the State of New York. The female former employees of the Debtors whose interests are covered by the NYOAG Lawsuit are (i) Holders of Sexual Misconduct Claims; (ii) permitted to recover from the Sexual Misconduct Claims Fund; and (iii) entitled to vote on the First Amended Plan as members of Class 4. The NYOAG is not a Holder of any Claims or Interests in an individual or institutional capacity, and is not entitled to vote on the First Amended Plan nor to receive any distributions under the First Amended Plan. The NYOAG is also not eligible to vote on the First Amended Plan on behalf of any female former employees covered by the NYOAG Lawsuit, nor is the NYOAG eligible to recover from the Sexual Misconduct Claims Fund on behalf of female former employees covered by the NYOAG Lawsuit. On the Effective Date, the NYOAG shall release all of the Sexual Misconduct Claims brought in a representative capacity and any future Sexual Misconduct Claims against the Released Parties the NYOAG could bring in an individual or representative capacity, provided, however, the NYOAG may in its discretion elect to continue with its pending action against Harvey Weinstein in a representative capacity on behalf of Holders of Sexual Misconduct Claims~~



~~who are covered by the NYOAG Lawsuit and do not affirmatively elect to release Harvey Weinstein.~~

~~In exchange for the consideration discussed above, all Claims against the Released Parties will either be (i) *permanently channeled* to the Sexual Misconduct Claims Fund pursuant to the Channeling Injunction and the Released Parties shall receive the benefit of the Bankruptcy Injunctions (which shall include approval of the Channeling Injunction) and Releases, or (ii) *permanently released, discharged, and enjoined* pursuant to the First Amended Plan (and the Plan Support Agreement) and the Released Parties shall receive the benefit of the Bankruptcy Injunctions and Releases set forth therein.~~

~~In addition, after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the *Sexual Misconduct Claims Fund Procedures*, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. In the event the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

In exchange for compensation from the Sexual Misconduct Claims Fund, Sexual Misconduct Claims shall be "channeled" to the Sexual Misconduct Claims Fund. The effect of "channeling" the Sexual Misconduct Claims to the Sexual Misconduct Claims Fund is that all Sexual Misconduct Claims against the Released Parties<sup>6</sup> (except the Insurance Companies as it relates to Sexual Misconduct Claims against Harvey Weinstein) can only be pursued through and paid from the Sexual Misconduct Claims Fund, and in exchange for the compensation (if any) provided through the Sexual Misconduct Claims Fund, Holders of Sexual Misconduct Claims must release such Released Parties and will be enjoined from pursuing any action against such Released Parties as it relates to such Holder's Sexual Misconduct Claims.

~~The Settlement is expressly conditioned upon the Confirmation Order (which shall include the Channeling Injunction) becoming a Final Order.~~**D.** Sexual Misconduct Claims Fund

~~From the Settlement Amount, \$17,064,525.30 shall be distributed by the Global Escrow Agent to an account controlled by the Sexual Misconduct Claims Fund Administrator~~**Examiner** who shall administer, process, settle, resolve, liquidate, satisfy, and

<sup>6</sup> The Released Parties include the Debtors, certain of the Debtors' former directors and officers and certain of the Debtors' insurance companies. A full definition of Released Parties is provided in the Plan, in Exhibit 1, Section 1.94. The definition of Released Parties does not include Harvey Weinstein.

distribute the Sexual Misconduct Claims Fund to Holders of Allowed Sexual Misconduct Claims in accordance with the Sexual Misconduct Claims Fund Procedures. ~~In exchange for the~~

The Sexual Misconduct Claims Fund as well as additional consideration provided for in the First Amended Plan, such Sexual Misconduct Claims shall ~~will~~ be used to pay: (a) ~~permanently~~ administrative expenses of the Sexual Misconduct Claims Fund; (b) taxes on the Sexual Misconduct Claims Fund; (c) distributions to Holders of Sexual Misconduct Claims. The Sexual Misconduct Claims Fund will not be used to pay any administrative expenses or taxes incurred relating to the Estates.

Under the Sexual Misconduct Claims Fund Procedures, the Sexual Misconduct Claims Examiner will review each Sexual Misconduct Claim and the documents and statements offered in support of such Claims to determine a Point Award for such Claims. At the conclusion of the Claims review and determination process, the Sexual Misconduct Claims Fund will be divided by the total of the Point Awards to establish the value of each point (the "Point Value"). The Point Value will be multiplied by the Point Award for each Sexual Misconduct Claim to calculate the monetary amount to be awarded to each Holder of Sexual Misconduct Claims.

While the effect of being "channeled" to the Sexual Misconduct Claims Fund and ~~administered in accordance with the Sexual Misconduct Claims Fund Procedures in full satisfaction, discharge, and release of any and~~ means that ~~all such Sexual Misconduct Claims, shall be released and (b) permanently enjoined and released against~~ with respect to the Released Parties ~~pursuant to the Channeling Injunction in accordance with the terms of the First Amended Plan.~~

~~After, after a~~ After, after a Sexual Misconduct Claim is Allowed and ~~liquidated~~ its monetary value is determined in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such ~~Allowed and liquidated~~ Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) ~~in another court of competent jurisdiction.~~ Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the ~~Liquidated Value~~ determined monetary amount of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full ~~Liquidated Value~~ determined monetary amount of their Sexual Misconduct Claims. ~~In the event the amount of the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

~~For each Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein, 75% of the Liquidated Value (with Pro Rata reductions applied if necessary) of their Sexual Misconduct Claims shall be allocated to a reversionary fund for the~~



~~benefit of the Insurance Companies, other than National Union Fire Insurance Company of Pittsburgh, Pa. Distribution of the reversionary fund to the applicable Insurance Companies shall occur no earlier than the initial distributions to Holders of Allowed Sexual Misconduct Claims from the Sexual Misconduct Claims Fund.~~

**E. — Non-Released Parties' Contribution Claims**

~~In the event a Tort Claimant has initiated (or initiates in the future) an action against a Non-Released Party related to a Tort Claim, any recovery in such action (or a related action) against a Released Party shall be deemed completely satisfied based on the Released Party's (and/or such Released Party's Insurance Companies') contribution to the Settlement Amount, regardless of the jurisdiction in which the Tort Claimant brings the Tort Claim or the applicable law that governs such Tort Claim. On and after the Effective Date, all Claims for contribution (including Claims for contribution arising from, related to or connected to Tort Claims) held by a Non-Released Party shall be *permanently enjoined, discharged, and released* against all Released Parties.~~

**F. — Liquidation Trust**

~~From the Settlement Amount, \$8,407,305.00 shall be distributed by the Global Escrow Agent to an account controlled by the Liquidation Trustee who shall manage the Liquidation Trust and distributions from the Liquidation Trust in accordance with the provisions of the First Amended Plan, the Plan Support Agreement and the Liquidation Trust Agreement. In consideration for the Liquidation Trust as well as the additional consideration provided for in the First Amended Plan, all Claims (other than the Sexual Misconduct Claims) against the Released Parties and Harvey Weinstein, shall (a) recover solely, if at all, from the Liquidation Trust in *full satisfaction, discharge, and release* of such Claims, and (b) all such Claims shall be *permanently enjoined and released* against the Released Parties pursuant to the Bankruptcy Injunctions and Releases set forth in the First Amended Plan and the Plan Support Agreement. From the Liquidation Trust, \$1,112,305.52 shall be distributed to Seyfarth Shaw LLP in full satisfaction of any unpaid amounts for prepetition services rendered to the Debtors and no Settlement Party shall object to such distribution or to the allowance of Seyfarth Shaw LLP's \$1,112,305.52 Claim for such prepetition services.~~

**G. — Former Representatives Defense Costs**

~~Pursuant to the terms and conditions of the First Amended Plan and the Plan Support Agreement, the Former Representatives have agreed, in consideration for the releases and injunctions contemplated hereunder and thereunder, to waive, in part, their entitlement to reimbursement of all defense costs and expenses as a priority to payment of any liability or settlement amount pursuant to the terms of the applicable Insurance Policies. As a result of such waiver, the Former Representatives shall be reimbursed \$9,743,052.00, an amount which, in the aggregate, approximates fifty percent (50%) of the fees and expenses incurred by the Former Representatives as of April 25, 2019 and for any other defense costs or expenses incurred by the Former Representatives after such date, the Former Representatives will be reimbursed zero percent (0%) of their fees and expenses. The Global Escrow Agent shall distribute the Former Representatives Defense Costs to an account controlled by a representative selected by the~~

~~Former Representatives, this representative shall distribute the funds to satisfy the defense costs incurred by the Former Representatives in connection with the defense of the applicable cases, and such distributions shall be made in accordance with the payment schedule held by Jed Melnick of Weinstein Melnick, LLP. *The Former Representatives Defense Costs do not provide for reimbursement of any defense costs and expenses incurred by Harvey Weinstein.*~~

## ~~X.~~

### ~~THE SEXUAL MISCONDUCT CLAIMS FUND~~

#### ~~A. Sexual Misconduct Claims Fund Distribution Process~~

~~Under the terms of the Plan and the Plan Support Agreement, the Defendants are contributing \$17,064,525.30 to the Sexual Misconduct Claims Fund which is the sole source of recovery for holders of Sexual Misconduct Claims. The Sexual Misconduct Claims Fund will be used to pay: (a) administrative expenses of the Sexual Misconduct Claims Fund; (b) taxes on the Sexual Misconduct Claims Fund; (c) distributions to holders of Sexual Misconduct Claims. The Sexual Misconduct Claims Fund will not be used to pay any administrative expenses or taxes incurred relating to the Estates.~~

~~The Sexual Misconduct Claims Fund will be distributed to holders of Sexual Misconduct pursuant to a process to be more fully described in the forthcoming Sexual Misconduct Claims Fund Procedures. The Sexual Misconduct Claims Fund Administrator will be responsible for overseeing the administration of disbursements from the Sexual Misconduct Claims Fund.~~

#### ~~B. Channeling of Sexual Misconduct Claims~~

~~In consideration of the Sexual Misconduct Claims Fund, from and after the Effective Date: (i) all Sexual Misconduct Claims against the Released Parties will be subject to the Channeling Injunction pursuant to section 105(a) of the Bankruptcy Code and the provisions of the First Amended Plan and the Confirmation Order, except that Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction; (ii) upon~~

~~The Sexual Misconduct Claims Fund is the sole source of recovery in respect of Sexual Misconduct Claims. Upon~~ the funding of the Sexual Misconduct Claims Fund by the Insurance Companies ~~on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), the Released Parties shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with the Sexual Misconduct Claims; (iii) if. If~~ a Holder of a Sexual Misconduct Claim affirmatively elects to release Harvey Weinstein, Harvey Weinstein shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with such Holder's Sexual Misconduct Claims, ~~provided, however, that nothing in the First Amended Plan shall preclude~~

~~any action by the Settlement Parties to enforce the First Amended Plan, and nothing shall preclude any Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein from pursuing an action against him in another court of competent jurisdiction. Further, nothing in this Section 5.8 or the Channeling Injunction shall constitute or be deemed a waiver of any claim, right or Cause of Action connected to any Sexual Misconduct Claim by any Settlement Party against any Entity that is not a Released Party. The Debtors will only seek confirmation of the First Amended Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the First Amended Plan in accordance with section 1126(e) of the Bankruptcy Code. Accordingly, the Channeling Injunction shall be binding upon, and enforceable by its terms against, all Holders of Sexual Misconduct Claims, irrespective of whether any such Holder (i) has voted to accept the First Amended Plan or (ii) has agreed to be bound by the Channeling Injunction, in both cases, only because the Class consisting of the Holders of Sexual Misconduct Claims (Class 4) has voted to approve the First Amended Plan in accordance with section 1126(e) of the Bankruptcy Code.~~

The Insurance Companies contributed the Settlement Amount, which is being used to fund the Sexual Misconduct Claims Fund, because, among other things, the Settlement embodied in the Plan provides mechanisms by which all Claims held by the Debtors, the Former Representatives, Harvey Weinstein and Holders of Sexual Misconduct Claims against the Insurance Companies may be released and enjoined. As noted above in Section III, based on, among other things, the courts' rulings in the *Geiss*, *Canosa* and *David* cases dismissing certain Sexual Misconduct Claims against the Debtors and all Sexual Misconduct Claims against the Former Representatives, the Plan Proponents believe the Sexual Misconduct Claims against Harvey Weinstein would constitute the bulk of any judgments awarded to Holders of Sexual Misconduct Claims, and under the Plan, Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein may bring or continue to prosecute any causes of action against Harvey Weinstein related such Holder's Sexual Misconduct Claims. If a Holder of Sexual Misconduct Claims does not affirmatively elect to release Harvey Weinstein, the Insurance Companies also are not released with respect to such Claims. As a result, certain Insurance Companies continue to face exposure with respect to the Sexual Misconduct Claims against Harvey Weinstein and do not receive the full benefit of their bargain for each Holder of Sexual Misconduct Claims who does not affirmatively elect to release Harvey Weinstein.

The Plan therefore provides that for each Holder of Sexual Misconduct Claims who does not affirmatively elect to release Harvey Weinstein, such Holders will receive 25% of the determined monetary amount of their Sexual Misconduct Claims in consideration of the release of their Sexual Misconduct Claims against the Debtors and the Former Representatives and 75% of the determined monetary amount of such Holders' Sexual Misconduct Claims shall be allocated to a reversionary fund for the benefit of certain Insurance Companies. The purpose of the reversionary fund is to return funds to the Insurance Companies that they may use to cover future costs and/or judgments related to Sexual Misconduct Claims held by Holders of Sexual Misconduct Claims who did not affirmatively elect to release Harvey Weinstein.

#### D. The Insurance Policies

As noted above, the Insurance Companies, on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein) are contributing the Settlement Amount as consideration for the Settlement. The potential availability of coverage under the Insurance Policies for Claims, especially Sexual Misconduct Claims, against the Debtors, the Former Representatives and Harvey Weinstein is an important issue in these Chapter 11 cases. The Plan Proponents are therefore providing (1) the following summary of the Insurance Policies and (2) information on the Insurance Companies' previously asserted coverage positions with respect to certain Claims.

From TWC's founding around June of 2005 through Harvey Weinstein's arrest in May of 2018, TWC possessed various Commercial General Liability ("CGL") insurance policies, CGL Excess and Umbrella insurance policies, joint Director and Officer ("D&O") and Employment Practices Liability ("EPL") insurance policies, and D&O and EPL excess insurance policies that could potentially provide coverage for Claims against the Debtors, the Former Representatives and Harvey Weinstein. Collectively, such insurance policies are defined in the Plan as the Insurance Policies.

The chart below lists the policy number, Insurance Company, policy period, type of coverage and policy limit for each Insurance Policy issued between 2005 and 2018 except for the joint D&O and EPL Insurance Policies in place prior to August 25, 2017.<sup>7</sup> The joint D&O and EPL Insurance Policies are "claims made" policies, meaning that coverage is only available under the policies where claims are made and reported within the policy period of the policy in question. The CGL Insurance Policies on the other hand are "occurrence" based policies, meaning the policy in place at the time of the alleged damage or offense is triggered even if the claim is made after the end of the policy period. To the Debtors' knowledge, the Debtors, the Former Representatives and Harvey Weinstein began requesting coverage for potential Sexual Misconduct Claims against the Debtors, the Former Representatives and Harvey Weinstein, respectively, after August 25, 2017, and as a result, the joint D&O and EPL Insurance Policies predating August 25, 2017 are not available as a potential source of insurance coverage for Sexual Misconduct Claims. Accordingly, the joint D&O and EPL Insurance Policies predating August 25, 2017 are omitted from the chart below.

<u>Policy No.</u>	<u>Insurance Company</u>	<u>Coverage Dates</u>	<u>Type of Coverage</u>	<u>Policy Limit</u>
<u>1</u>	<u>E-92-XC 80413900</u>	<u>The American Insurance Company</u>	<u>04/07/05 to 04/07/06</u>	<u>CGL Primary</u>
<u>2</u>	<u>E-92-XPK</u>	<u>Fireman's Fund</u>	<u>04/07/06</u>	<u>CGL Primary</u>

<sup>7</sup> In addition to the Insurance Policies listed in the chart below, the Debtors possessed several international package insurance policies issued by either Fireman's Fund Insurance Company or Federal Insurance Company providing CGL coverage during this period.

	<u>Policy No.</u>	<u>Insurance Company</u>	<u>Coverage Dates</u>	<u>Type of Coverage</u>	<u>Policy Limit</u>
	<u>80856487</u>	<u>Insurance Companies</u>	<u>to</u> <u>04/07/07</u>		<u>per</u> <u>occurrence</u> <u>\$2,000,000</u> <u>policy limit</u>
<u>3</u>	<u>E-92-XPB</u> <u>80872486</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/07</u> <u>to</u> <u>04/07/08</u>	<u>CGL Primary</u>	<u>\$1,000,000</u> <u>per</u> <u>occurrence</u> <u>\$2,000,000</u> <u>policy limit</u>
<u>4</u>	<u>XAU-000-89</u> <u>07-6871</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/07</u> <u>to</u> <u>04/07/08</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
<u>5</u>	<u>E-92-XPB</u> <u>80888631</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/08</u> <u>to</u> <u>04/07/09</u>	<u>CGL Primary</u>	<u>\$1,000,000</u> <u>per</u> <u>occurrence</u> <u>\$2,000,000</u> <u>policy limit</u>
<u>6</u>	<u>XAU-6018</u> <u>1922</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/08</u> <u>to</u> <u>04/07/09</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
<u>7</u>	<u>E-92-XPB-8</u> <u>0904081</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/09</u> <u>to</u> <u>04/07/10</u>	<u>CGL Primary</u>	<u>\$1,000,000</u> <u>per</u> <u>occurrence</u> <u>\$2,000,000</u> <u>policy limit</u>
<u>8</u>	<u>XAU-000-91</u> <u>31-6331</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/09</u> <u>to</u> <u>04/07/10</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
<u>9</u>	<u>E-92-XPB-8</u> <u>0918014</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/10</u> <u>to</u> <u>04/07/11</u>	<u>CGL Primary</u>	<u>\$1,000,000</u> <u>per</u> <u>occurrence</u> <u>\$2,000,000</u> <u>policy limit</u>
<u>10</u>	<u>XAU-000-73</u> <u>93-8094</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/10</u> <u>to</u> <u>04/07/11</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
<u>11</u>	<u>E-92-XPB-8</u> <u>0929617</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/11</u> <u>to</u> <u>04/07/12</u>	<u>CGL Primary</u>	<u>\$1,000,000</u> <u>per</u> <u>occurrence</u> <u>\$2,000,000</u> <u>policy limit</u>

	<u>Policy No.</u>	<u>Insurance Company</u>	<u>Coverage Dates</u>	<u>Type of Coverage</u>	<u>Policy Limit</u>
12	<u>XAU-000-57 57-7165</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/11 to 04/07/12</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
13	<u>E-92-XPk-8 0938734</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/12 to 04/07/13</u>	<u>CGL Primary</u>	<u>\$1,000,000 per occurrence \$2,000,000 policy limit</u>
14	<u>XAU-000-24 22-0691</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/12 to 04/07/13</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
15	<u>E-92-XPk-8 0947344</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/13 to 04/07/14</u>	<u>CGL Primary</u>	<u>\$1,000,000 per occurrence \$2,000,000 policy limit</u>
16	<u>XAU-000-24 33-3890</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/13 to 04/07/14</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
17	<u>E-92-XPk-8 0955342</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/14 to 04/07/15</u>	<u>CGL Primary</u>	<u>\$1,000,000 per occurrence \$2,000,000 policy limit</u>
18	<u>XAU-000-24 00-8957</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/14 to 04/07/15</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
19	<u>E-92-XPk-8 0962380</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/15 to 04/07/16</u>	<u>CGL Primary</u>	<u>\$1,000,000 per occurrence \$2,000,000 policy limit</u>
20	<u>XAU-000-57 97-7944</u>	<u>Fireman's Fund Insurance Companies</u>	<u>04/07/15 to 04/07/16</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
21	<u>7996-73-58</u>	<u>Federal Insurance Company</u>	<u>04/07/16 to 04/07/17</u>	<u>CGL Primary</u>	<u>\$1,000,000 per occurrence \$2,000,000 policy limit</u>
22	<u>7996-73-60</u>	<u>Federal Insurance</u>	<u>04/07/16</u>	<u>CGL Excess</u>	<u>\$15,000,000</u>

<u>Policy No.</u>	<u>Insurance Company</u>	<u>Coverage Dates</u>	<u>Type of Coverage</u>	<u>Policy Limit</u>	
	<u>Company</u>	<u>to</u> <u>04/07/17</u>	<u>and Umbrella</u>		
<u>23</u>	<u>7996-73-58</u>	<u>Federal Insurance Company</u>	<u>04/07/17</u> <u>to</u> <u>04/07/18</u>	<u>CGL Primary</u>	<u>\$1,000,000</u> <u>per</u> <u>occurrence</u> <u>\$2,000,000</u> <u>policy limit</u>
<u>24</u>	<u>7996-73-60</u>	<u>Federal Insurance Company</u>	<u>04/07/17</u> <u>to</u> <u>04/07/18</u>	<u>CGL Excess and Umbrella</u>	<u>\$15,000,000</u>
<u>25</u>	<u>01-824-40-28</u>	<u>National Union Fire Insurance Company of Pittsburgh, PA</u>	<u>08/25/17</u> <u>to</u> <u>08/25/18</u>	<u>D&amp;O and EPL Primary</u>	<u>\$10,000,000</u>
<u>26</u>	<u>G27085969-005</u>	<u>Westchester Fire Insurance Company</u>	<u>08/25/17</u> <u>to</u> <u>08/25/18</u>	<u>D&amp;O Excess (Layer 1)</u>	<u>\$10,000,000</u>
<u>27</u>	<u>MPL</u> <u>0182710-02</u>	<u>Zurich</u>	<u>08/25/17</u> <u>to</u> <u>08/25/18</u>	<u>D&amp;O Excess (Layer 2)</u>	<u>\$10,000,000</u>



The Settlement Amount contributed by the Insurance Companies is being used to fund the Sexual Misconduct Claims Fund. The Insurance Companies are providing these funds, because, among other things, the Settlement provides mechanisms by which all Claims held by the Debtors, the Former Representatives, Harvey Weinstein and Holders of Sexual Misconduct Claims against the Insurance Companies may be released and enjoined. In the event the Plan is not confirmed and these Chapter 11 cases are converted to chapter 7 cases, no such fund will be established and the Insurance Companies likely will contend that they have no responsibility to cover costs and judgments related to Sexual Misconduct Claims. For example, in response to the Debtors' requests for coverage related to certain Sexual Misconduct Claims, the Insurance Companies responded that the Insurance Policies do not cover Sexual Misconduct Claims. Copies of certain letters from the Insurance Companies expressing their position with respect to coverage for the Sexual Misconduct Claims are attached to this Disclosure Statement as Exhibit D. Absent the settlement embodied in the Plan, it is therefore possible that the Insurance Companies will not pay any funds to cover Sexual Misconduct Claims.

~~X.XI.~~

## THE CHAPTER 11 PLAN

As a result of the chapter 11 process and through the Global Settlement and the ~~First-Amended~~ Plan, the ~~Debtors~~ **Plan Proponents** expect that creditors will obtain a greater recovery from the Estates than the recovery that would be available if the Assets had been liquidated under chapter 7 of the Bankruptcy Code. The ~~First-Amended~~ Plan is ~~annexed hereto~~ **attached to this Disclosure Statement** as Exhibit A and forms part of this ~~First-Amended~~ Disclosure Statement. The summary of the ~~First-Amended~~ Plan set forth below is qualified in its entirety by the more detailed provisions set forth in the ~~First-Amended~~ Plan.

### **A. Classification and Treatment of Claims and Interests**

For the purposes of organization, voting and all confirmation matters, except as otherwise provided in the ~~First-Amended~~ Plan, all Claims against and all Interests in the Debtors shall be classified as set forth below.

#### **1. Unclassified Claims – Administrative Expense Claims, Priority Tax Claims, and Professional Fee Claims**

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Professional Fee Claims shall not be classified under the Plan, and shall instead be treated separately as unclassified Claims and in accordance with section 1129(a)(9) of

The dollar amounts specified above represent the policy limits of the applicable policy, and availability of such proceeds is subject to the terms of the applicable policy (including any applicable exclusion such as the exclusion asserted by the Insurance Companies for Sexual Misconduct Claims). Accordingly, the amounts set forth above should not be viewed as amounts that would, absent the Settlement, be available to provide any recovery in respect of the Sexual Misconduct Claims.

the Bankruptcy Code. Such Claims are not designated as classes of Claims for the purposes of the Plan or for the purposes of sections 1123, 1124, 1125, 1126, or 1129 of the Bankruptcy Code.

**a. Administrative Expense Claims**

An Administrative Expense Claim must be filed with the Bankruptcy Court so as to be received on or before the Initial Administrative Expense Claims Bar Date or the Supplemental Administrative Expense Claims Bar Date, as applicable, or such other date as may be agreed to by the Liquidation Trustee.

Each Holder of an Allowed Administrative Expense Claim shall receive Cash solely from the Liquidation Trust in an amount equal to the unpaid amount of such Allowed Administrative Expense Claim on the later of the Effective Date or the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is reasonably practicable; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors or liabilities arising under obligations incurred by the Debtors prior to the Effective Date, shall be paid by the Debtors, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions, including, but not limited to, any applicable orders of the Bankruptcy Court. In addition, Allowed Administrative Expense Claims of the United States Trustee for statutory fees under 28 U.S.C. § 1930 incurred prior to the Effective Date shall be paid solely from the Liquidation Trust on the Effective Date by the Debtors, and thereafter, as such fees may thereafter accrue and be due and payable, by the Liquidation Trustee in accordance with the applicable schedule for payment of such fees.

Any Holder of an Administrative Expense Claim that does not timely assert such Administrative Expense Claim in accordance with Section 3.7 of the Plan, or order of the Bankruptcy Court, shall have its Administrative Expense Claim be deemed disallowed under the Plan and be forever barred from asserting such Administrative Expense Claim against the Debtors, their Estates, the Liquidation Trust, or any of their Assets or property. Any such Administrative Expense Claim shall be deemed disallowed without further order of the Bankruptcy Court and the holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup or recover such Administrative Expense Claim.

**b. Professional Fee Claims**

Each Bankruptcy Professional requesting compensation for services rendered and reimbursement for expenses incurred during the period from the Petition Date through the Effective Date must (i) file and serve a properly noticed final fee application by no later than 45 days after the Effective Date and (ii) be paid solely from the Liquidation Trust (a) the full unpaid amount as is Allowed by the Bankruptcy Court within 7 days after the date that such Claim is Allowed by Order of the Bankruptcy Court or (b) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Liquidation Trustee. Any Professional Fee Claim that is not asserted in accordance with Section 3.8 of the Plan shall be deemed disallowed under this Plan and shall be forever barred against the Debtors,

the Estates, the Liquidation Trust, or any of their Assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup, or recover such Claim. Any Holder of a Claim or Interest (or their representative, including, but not limited to, the Committee) may object to the allowance of Professional Fee Claims, but the Liquidation Trustee may not.

**c. Priority Tax Claims**

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a different treatment of such Claim, each Holder of an Allowed Priority Tax Claim, if any such Claim exists, shall receive Cash solely from the Liquidation Trust in an amount equal to the unpaid portion of such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the date that is 90 calendar days after the Effective Date.

**2. Classification and Treatment of Other Priority Claims (Class 1)**

**(a) Classification.** Class 1 consists of all Allowed Other Priority Claims against any of the Debtors that are specified as having priority in section 507(a) of the Bankruptcy Code if any such Claims exist as of the Effective Date.

**(b) Treatment.** Except to the extent that a Holder of an Allowed Other Priority Claim against any of the Debtors has agreed to a different treatment of such Claim, each such Holder shall receive, in full and final satisfaction, settlement, release, and discharge of each such Allowed Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date the Other Priority Claim becomes an Allowed Claim, and (iii) the date for payment provided by any agreement or arrangement between the applicable Debtor or the Liquidation Trustee and the Holder of the Allowed Other Priority Claim against the applicable Debtor.

**3. Classification and Treatment of Secured Tax Claims (Class 2)**

**(a) Classification.** Class 2 consists of all Allowed Secured Tax Claims against any of the Debtors that, absent the secured status of such Claim, would be entitled to priority in right of payment under section 507(a) of the Bankruptcy Code if any such Claims exist as of the Effective Date.

**(b) Treatment.** Each Holder of an Allowed Secured Tax Claim against any of the Debtors shall receive, in full and final satisfaction, settlement, release, and discharge of each such Allowed Secured Tax Claim, Cash solely from the Liquidation Trust in an amount equal to such Allowed Secured Tax Claim, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date the Secured Tax Claim becomes an Allowed Claim, and (iii) the date for payment provided by any agreement or arrangement between the applicable Debtor or the Liquidation Trustee and the Holder of the Secured Tax Claim. The applicable Debtor and the Liquidation Trustee (after the Effective Date) specifically reserve the right to challenge the validity, nature,

and perfection of, and to avoid, pursuant to the provisions of the Bankruptcy Code and other applicable law, any purported liens relating to the Secured Tax Claims.

**4. Classification and Treatment of Secured Claims (Class 3)**

*(a) Classification.* Class 3 consists of all Secured Claims.

*(b) Treatment.* On the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Secured Claim will receive, at the election of the Liquidation Trustee, one of the following treatments in full satisfaction of its Allowed Secured Claim:

- (1) The Liquidation Trustee will convey to the Holder of the Allowed Secured Claim the collateral in which such Holder has a security interest;
- (2) The Liquidation Trustee will pay to the Holder of the Allowed Secured Claim, up to the amount of such Allowed Secured Claim, any net proceeds actually received from the sale or disposition of the collateral in which such Holder has a security interest;
- (3) Provided there is Distributable Cash on hand, the Liquidation Trustee will pay Cash to the Holder of the Allowed Secured Claim in the amount of such Allowed Secured Claim;
- (4) Such other distributions or treatment that are necessary to leave the rights of the Holder of the Allowed Secured Claim unimpaired or that are necessary to otherwise satisfy the requirements of Chapter 11 of the Bankruptcy Code; or
- (5) Such other and less favorable distributions or treatments as may be agreed upon by and between the Holder of the Allowed Secured Claim and the Liquidation Trustee.

The Liquidation Trustee may, in his or her discretion, select which of these treatments each Holder of an Allowed Secured Claim will receive and any Cash payments to such Holders will be paid solely from the Liquidation Trust. The Liquidation Trustee shall have until the later of (a) the Effective Date and (b) 90 days after a Class 3 Claim has become an Allowed Secured Claim to elect which treatment to provide to such Holder of an Allowed Secured Claim. Notwithstanding the foregoing, any agreement between a Holder of an Allowed Secured Claim and the Debtors approved by the Bankruptcy Court prior to the Effective Date shall remain in full force and effect.

## 5. Classification and Treatment of Sexual Misconduct Claims (Class 4)

*(a) Classification.* Class 4 consists of the Sexual Misconduct Claims.

*(b) Treatment.* On the Effective Date, pursuant to the terms and conditions of the ~~First Amended~~ Plan, (i) all Sexual Misconduct Claims shall be released ~~as~~ **and enjoined** against the Released Parties pursuant to the terms and conditions of the ~~First Amended~~ Plan; **and** (ii) the Sexual Misconduct Claims Fund shall be administered, processed, settled, resolved, liquidated, satisfied, and distributed in accordance with the terms of the ~~First Amended~~ Plan, the Plan Support Agreement, and the Sexual Misconduct Claims Fund Procedures; ~~and (iii) in the event the amount of the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund. After a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims. In the event the Sexual Misconduct Claims Fund is insufficient to pay the full Liquidated Value of all Sexual Misconduct Claims, each Holder of a Sexual Misconduct Claim shall receive their Pro Rata share of the Distributable Cash from the Sexual Misconduct Claims Fund, and with respect to Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein, such Holder's distributions shall be 25% of the Liquidated Value (with Pro Rata reductions applied) of such Holder's Sexual Misconduct Claims.~~

Pursuant to the Channeling Injunction, all Sexual Misconduct Claims shall be ~~permanently~~ “channeled” to the Sexual Misconduct Claims Fund, and such Sexual Misconduct Claims may thereafter be asserted exclusively against the Sexual Misconduct Claims Fund and resolved (including, determining the recovery amount, if any, of each Sexual Misconduct Claim and the timing of the payment thereof) in accordance with the Sexual Misconduct Claims Fund Procedures ~~established by Order of the Bankruptcy Court~~, except that Holders of Sexual Misconduct Claims shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party). Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the determined monetary amount of their Sexual Misconduct Claims in consideration of the release of their potential Sexual Misconduct Claims against the Released Parties, and Holders of Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full determined monetary amount of their Sexual Misconduct Claims. Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) ~~in another court of competent jurisdiction.~~

In the event a Holder of a Sexual Misconduct Claim does not affirmatively elect to release Harvey Weinstein and such Holder obtains any judgment against Harvey Weinstein arising out of, related to or connected to their Sexual Misconduct Claims, such Holder may seek to enforce, collect or otherwise recover on such judgment by any manner or means, whether directly or indirectly, from either Harvey Weinstein or the Insurance Companies (as applicable), provided, however, if such Holder seeks to enforce, collect or otherwise recover the judgment from the Insurance Companies, Harvey Weinstein shall not seek coverage from the Insurance Companies for such judgment; provided further, that (i) with respect to such Holder’s non-released Sexual Misconduct Claims against Harvey Weinstein, the Insurance Companies reserve their rights to contest coverage, and (ii) nothing in this paragraph shall be read to expand or alter the terms, conditions and provisions of any Insurance Policies.

Pursuant to the terms of the ~~First Amended~~ Plan and the Confirmation Order, Holders of all Sexual Misconduct Claims are permanently enjoined from filing any future litigation, Claims, or causes of action arising out of Sexual Misconduct Claims against any of the Released Parties (or any of their respective property), and may not proceed in any manner against any of the Released Parties (or any of their respective property) in any forum whatsoever, including, without limitation, any state, federal, or foreign court or administrative or arbitral forum, and are required to pursue their Sexual Misconduct Claims solely against the Sexual Misconduct Claims Fund pursuant to the Sexual Misconduct Claims Fund Procedures.

Holders of Sexual Misconduct Claims are not entitled to receive distributions or other payment of funds from any portion of the Settlement Amount other than the Sexual Misconduct Claims Fund on behalf of, related to, or with respect to, such Sexual Misconduct Claims, nor shall such Holders receive any other distributions whatsoever under the ~~First Amended~~ Plan on behalf of, related to, or with respect to their Sexual Misconduct Claims.

Holders of Sexual Misconduct Claims are Impaired and are entitled to vote on the ~~First Amended~~ Plan.

The female former employees of the Debtors whose interests are covered by the NYOAG Lawsuit are (i) Holders of Sexual Misconduct Claims; (ii) permitted to recover from the Sexual Misconduct Claims Fund; and (iii) entitled to vote on the ~~First Amended~~ Plan as members of Class 4. The NYOAG is not a Holder of any Claims or Interests in an individual or institutional capacity, and is not entitled to vote on the ~~First Amended~~ Plan nor to receive any distributions under the ~~First Amended~~ Plan. The NYOAG is also not eligible to vote on the ~~First Amended~~ Plan on behalf of any female former employees covered by the NYOAG Lawsuit, nor is the NYOAG eligible to recover from the Sexual Misconduct Claims Fund on behalf of female former employees covered by the NYOAG Lawsuit. On the Effective Date, the NYOAG shall release all of the Sexual Misconduct Claims brought in a representative capacity and any future Sexual Misconduct Claims against the Released Parties the NYOAG could bring in an individual or representative capacity (and such release shall be in a form and substance reasonably acceptable to the Former Representatives), *provided, however*, the NYOAG may in its discretion elect to continue with its pending action against Harvey Weinstein (but may not pursue any such action against any Released Party) in a representative capacity on behalf of Holders of Sexual Misconduct Claims who are covered by the NYOAG Lawsuit and do not affirmatively elect to release Harvey Weinstein.

## 6. Classification and Treatment of General Unsecured Claims (Class 5)

**(a) Classification.** Class 5 consists of all General Unsecured Claims (including other Tort Claims). To the extent the Court does not approve the substantive consolidation of the Debtors, the treatment described below will apply to each Class for each of the Debtors.

**(b) Treatment.** Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a different treatment of such Claim, *in full and final satisfaction, settlement, release, and discharge* of the Allowed General Unsecured Claims against each of the Debtors, each Holder of an Allowed General Unsecured Claim will receive its Pro Rata share of the Distributable Cash from the Liquidation Trust as soon as practicable as determined by the Liquidation Trustee in accordance with the Liquidation Trust Agreement; *provided, however*, that each Holder of an Allowed General Unsecured Claim against more than one Debtor shall be entitled to a single distribution on account of each Claim that arises out of the same facts and circumstances regardless of the number of Debtors against which the Claim is asserted. The Liquidation



Trustee reserves its rights to dispute the validity of any General Unsecured Claim, whether or not objected to prior to the Effective Date.

Holders of Allowed General Unsecured Claims are Impaired and are entitled to vote on the ~~First Amended~~ Plan.

## 7. Classification and Treatment of Intercompany Claims (Class 6)

(a) *Classification.* Class 8 consists of all Intercompany Claims against the Debtors.

(b) *Treatment.* On the Effective Date, Intercompany Claims against the Debtors shall not be entitled to any Distribution under the ~~First Amended~~ Plan and such claims shall be cancelled and discharged on the Effective Date. Holders of Intercompany Claims will receive no Distributions under the ~~First Amended~~ Plan in respect of such Intercompany Claims, are not entitled to vote on the ~~First Amended~~ Plan, and are deemed to have rejected the ~~First Amended~~ Plan.

## 8. Classification and Treatment of Interests (Class 7)

(a) *Classification.* Class 9 consists of all Interests in the Debtors.

(b) *Treatment.* On the Effective Date, all Interests in the Debtors will be cancelled and terminated. Holders of Interests will receive no Distributions under the ~~First Amended~~ Plan in respect of such Interests, are not entitled to vote on the ~~First Amended~~ Plan, and are deemed to have rejected the ~~First Amended~~ Plan.

## B. Means for Implementation of the ~~First Amended~~ Plan.

### 1. Global Settlement

The Settlement is the cornerstone of the Plan insofar as it provides a comprehensive settlement of the claims and pending lawsuits arising from Harvey Weinstein's misconduct, and disputes over the Insurance Companies' obligations under various insurance policies potentially providing coverage for such claims. Of the approximate \$35,214,882.30 Settlement Amount being paid by the Insurance Companies on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), approximately \$25,471,830.30 will be applied to satisfy claims of creditors, comprised of \$17,064,525.30 to be paid to the Sexual Misconduct Claims Fund and \$8,407,305 to the Debtors' estates to be distributed to satisfy in full unpaid administrative and priority claims and make a pro rata distribution to general unsecured creditors in Class 5 (including Holders of Tort Claims); provided, however, that while the Plan Proponents' estimates and analyses (as of the date of the Plan and this Disclosure Statement) reflect that the Liquidation Trust Assets will be sufficient to satisfy all Administrative Expense Claims in full in Cash, in the event the Liquidation Trust Assets are insufficient to satisfy all Allowed Administrative Expense Claims in full in Cash, the Plan Proponents reserve the right to transfer part of the Sexual Misconduct Claims Fund

to the Liquidation Trust only in the amount necessary for the Liquidation Trust to satisfy all Administrative Expense Claims in full in Cash.

## **2. The Plan Support Agreement**

On October [●], 2020 the Debtors, the Former Representatives, the Committee, the Insurance Companies and Harvey Weinstein (the “Settlement Parties”) entered into the “Plan Support Agreement”. The Plan Support Agreement is a contractually binding document by which, among other things, the Insurance Companies have agreed to contribute the Settlement Amount, the Settlement Parties have granted certain releases and the Settlement Parties have agreed to support the Plan subject to certain conditions. The Plan Support Agreement is conditioned on the occurrence of the Effective Date and also grants certain termination rights to the Settlement Parties. In the event a termination right is triggered and the applicable Settlement Parties exercise their right to terminate the Plan Support Agreement, the Plan will become infeasible. The foregoing summary of the Plan Support in this paragraph is qualified in its entirety by the Plan Support Agreement. The Plan Support Agreement is attached to the Plan as Exhibit 3. Creditors should carefully review the Plan Support Agreement.

## **3. ~~2.~~ Substantive Consolidation**

The ~~First Amended~~ Plan shall serve as a motion by the ~~Debtors~~ **Plan Proponents** seeking entry, pursuant to section 105 of the Bankruptcy Code, of a Bankruptcy Court order, upon the Effective Date, substantively consolidating the Estates into a single consolidated Estate and all of the debts of all of the Debtors, for all purposes associated with Confirmation and substantial consummation. However, in the event that the Court does not approve the substantive consolidation of the Estates, each Class of Claims and Interests will be subdivided by Estate and each Estate’s assets will be distributed to the Holders of Allowed Claims in accordance with the absolute priority rule as set forth in the ~~First Amended~~ Plan.

On and after the Effective Date, all Assets and liabilities of the Debtors shall be treated as though they were merged into the Estate of The Weinstein Company Holdings LLC (Case No. 18-10601) for all purposes associated with Confirmation and substantial consummation, and all guarantees by any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim and any guarantee thereof by any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor shall be treated as one collective obligation of the Debtors, subject to all rights, claims, defenses, and arguments available to the Debtors or the Liquidation Trust.

Substantive consolidation will not (i) alter the state of incorporation or state of formation of any Debtor for purposes of determining the applicable law for any of the Causes of Action, (ii) alter or impair the legal and equitable rights of the Liquidation Trustee to prosecute any of the Causes of Action, or (iii) otherwise impair, release, discharge, extinguish, or affect any of the Causes of Action or issues raised as a part thereof.

Notwithstanding anything in the ~~First Amended~~ Plan or in the Confirmation Order to the contrary, the entry of the Confirmation Order ordering substantive consolidation of the Estates

shall not have any effect upon the separate and distinct legal entities as they existed at the time of any prepetition transaction that is the subject of any litigation; *provided, however*, that the foregoing provision shall not serve to prejudice or compromise whatever rights, if any, the Debtors or the Liquidation Trustee, as applicable, may have to contend in any pending or future adversary proceeding or other lawsuit that the Debtors or the Liquidation Trustee, as applicable, may prosecute claims for fraudulent conveyance or fraudulent transfer arising from transfers made by one or more of the Debtors based on any theory or doctrine, including any federal, state, or common law alter-ego, veil-piercing, or any other theory or doctrine that would permit or require the disregard of corporate separateness or facts as they existed at the time of the transaction in question. Moreover, substantive consolidation shall not affect the obligation of each Debtor or the Liquidation Trustee to pay quarterly fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930 until the earlier of the time that a particular Case has been closed, dismissed, or converted.

Notwithstanding anything in the ~~First Amended~~ Plan or in the Confirmation Order to the contrary, on the Effective Date, all Claims by a Debtor against any other Debtor will be extinguished without any distributions being made on account of such Claims.

#### **4. ~~3.~~ Standards for Substantive Consolidation**

Generally, substantive consolidation of the estates of multiple debtors in a bankruptcy case effectively combines the assets and liabilities of the multiple debtors for certain purposes under a plan. The effect of substantive consolidation is the pooling of the assets of, and the claims against, the multiple debtors for the purposes of voting on the plan and satisfying liabilities from a common fund. *In re Augie/Restivo Baking Co.*, 860 F.2d 515, 518 (2d Cir. 1988).

Courts evaluate the propriety of substantive consolidation on a case-by-case basis. *FDIC v. Colonial Realty Co.*, 966 F.2d 57 (2d Cir. 1992). The list of factors relied upon by courts may be distilled into two main factors: “(i) whether creditors dealt with the entities as a single economic unit; and . . . (ii) whether the affairs of the debtors are so entangled that consolidation is necessary and will benefit all creditors.” *In re Augie/Restivo Baking Co.*, 860 F.2d at 518 (citations omitted).

As discussed above, the ~~Debtors~~ **Plan Proponents** believe that substantive consolidation of the Debtors in these Chapter 11 Cases is warranted under the criteria considered by courts in ruling on the propriety of substantive consolidation in other cases. As part of Confirmation, the ~~Debtors~~ **Plan Proponents** are proposing that, on the Effective Date, their Estates be deemed consolidated for all purposes related to the ~~First Amended~~ Plan, including for (1) purposes of implementing the ~~First Amended~~ Plan, (2) purposes of voting, (3) assessing whether the Confirmation standards have been met, (4) calculating and making distributions under the ~~First Amended~~ Plan and (5) filing post-Confirmation reports and paying quarterly fees to the Office of the United States Trustee. In addition, the Debtors are seeking, pursuant to the ~~First Amended~~ Plan, Bankruptcy Court approval of the substantive consolidation of the Debtors' estates. If the Bankruptcy Court grants the Debtors' request for substantive consolidation, pursuant to the Confirmation Order, as of the Effective Date: (1) all assets and liabilities of the Debtors will be deemed merged; (2) all guarantees by one Debtor of the obligations of any other Debtor shall be

deemed eliminated, and all guarantees executed by multiple Debtors of the obligations of any other Entity shall be deemed consolidated into a single obligation, so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of any of the Debtors shall be deemed to be one obligation of the Debtors; (3) each and every Claim Filed or to be Filed in the Chapter 11 Cases of the Debtors will be deemed Filed against the Debtors and will be deemed one Claim against and a single obligation of the Debtors, and the Debtors may File and the Bankruptcy Court will sustain objections to Claims for the same liability that are Filed against multiple Debtors; and (4) Intercompany Claims between Debtors will be eliminated and extinguished. Such substantive consolidation will not affect (1) the legal and corporate structures of the Debtors, subject to the right of the Debtors to complete dissolution under applicable law; (2) the vesting of assets in the Litigation Trust; (3) the right to distributions from any insurance policies or proceeds of such policies; or (4) the rights of the Debtors or the Litigation Trustee to contest alleged setoff or recoupment efforts by creditors on the grounds of lack of mutuality under section 553 of the Bankruptcy Code and otherwise applicable law.

As described further below, substantive consolidation is available in the Third Circuit where the debtors seeking such consolidation show that “prepetition they disregarded separateness so significantly their creditors relied on the breakdown of entity borders and treated them as one legal entity. . . .” *In re Owens Corning*, 419 F.3d 195, 211 (3d Cir. 2005). “A prima facie case for [substantive consolidation on this basis] typically exists when, based on the parties’ prepetition dealings, a proponent proves corporate disregard creating contractual expectations of creditors that they were dealing with debtors as one indistinguishable entity.” *Id.* at 212.

In addition, substantive consolidation may be available where “post-petition [the debtors’] assets and liabilities are so scrambled that separating them is prohibitive and hurts all creditors.” *Id.* at 211.

In connection with Confirmation, the **Debtors Plan Proponents** will present evidence in support of their request for the substantive consolidation of the Estates for the purposes set forth in the Plan. Among other things, the Debtors have operated as a consolidated enterprise for a number of years. Prior to the Petition Date, the Debtors believe that creditors relied on the breakdown of corporate entities in their dealings with the Debtors. For example, the majority of the Company’s operations were conducted by employees of TWC. Moreover, the Company’s payroll, taxes, and health benefit payment obligations were paid from bank accounts controlled by TWC. The bank accounts used for distribution and general accounts payable were also historically controlled by TWC. Accordingly, the Company’s funds used to satisfy the obligations of its film and television business lines were commingled and controlled by a single entity – TWC.

As discussed herein, during these Chapter 11 Cases, the Debtors sold substantially all of their assets. Accordingly, the principal assets of the Debtors that will be available for distribution to general unsecured creditors consist of cash and proceeds from the remaining Causes of Action. The **Debtors Plan Proponents** believe that it would unduly burdensome and costly to attempt to allocate the Company’s assets on a debtor-by-debtor basis as there is no established method for allocating the sale proceeds across the Debtors. In addition, the proceeds of the Settlement for the benefit of Class 5 (General Unsecured Claims) cannot readily be

attributed to a specific Debtor, as the ~~Debtors~~Plan Proponents believe all Debtors were harmed by the actions of Harvey Weinstein and the failure of the Former Representatives to curtail Harvey Weinstein's actions.

For the foregoing reasons, the Debtors believe that they will satisfy applicable legal standards for substantive consolidation as part of Confirmation, which is necessary to effectuate the terms of the Plan and fair and reasonable under the circumstances.

## **5. ~~4.~~ The Liquidation Trust**

### **a. Establishment and Purpose of the Liquidation Trust**

On or before the Effective Date, the Debtors and the Liquidation Trustee shall execute the Liquidation Trust Agreement and shall have established the Liquidation Trust pursuant to the Plan. The Liquidation Trust shall be established for the primary purpose of Liquidation and distributing the assets transferred to it, in accordance with Treas. Reg. § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the Liquidation purpose of the Liquidation Trust.

### **b. Authority and Role of the Liquidation Trustee**

The authority and role of the Liquidation Trustee shall be in accordance with the provisions of the Liquidation Trust Agreement and the ~~First Amended~~ Plan. In furtherance of and consistent with the purpose of the Liquidation Trust Agreement and the ~~First Amended~~ Plan, solely for the purpose of carrying out the Plan and discharging the duties in the Liquidation Trust Agreement, the Liquidation Trustee shall be, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable State corporate law, appointed as the successor-in-interest to, and the representative of, the Estates for the retention, enforcement, settlement, or adjustment of all claims and rights, known and unknown, and all interests belonging to the Debtors or their Estates, which arose prior to the Effective Date, except in connection with any proceeding involving, relating to, or arising out of, in whole or in part, the Sexual Misconduct Claims, as set forth in the ~~First Amended~~ Plan.

### **c. Liquidation Trust Assets**

On the Effective Date, the Debtors shall transfer the Liquidation Trust Assets to the Liquidation Trust. Notwithstanding any prohibition on assignability under applicable non-bankruptcy law, on the Effective Date, the Debtors shall be deemed to have automatically transferred to the Liquidation Trust all of their right, title, and interest in and to all of the Liquidation Trust Assets, and in accordance with section 1141 of the Bankruptcy Code, all such assets shall automatically vest in the Liquidation Trust free and clear of all Claims and Liens, subject only to the Allowed Claims of the Liquidation Trust Beneficiaries and the expenses of the Liquidation Trust. Subsequent to the Effective Date, the Debtors shall have no interest in or with respect to the Liquidation Trust Assets or the Liquidation Trust.

**d. Appointment of the Liquidation Trustee**

The identity of the Liquidation Trustee is set forth in the Liquidation Trust Agreement. The appointment of the Liquidation Trustee shall be approved in the Confirmation Order, and such appointment shall be as of the Effective Date. In accordance with the Liquidation Trust Agreement, the Liquidation Trustee shall serve in such capacity through the earlier of (i) the date that the Liquidation Trust is dissolved in accordance with the Liquidation Trust Agreement or (ii) the date such Liquidation Trustee resigns, is terminated, or is otherwise unable to serve; *provided, however*, that, in the event that the Liquidation Trustee resigns, is terminated, or is unable to serve, then the Court, upon the motion of any party-in-interest, including, but not limited to, counsel to the Liquidation Trust, shall approve a successor to serve as the Liquidation Trustee, and such successor Liquidation Trustee shall serve in such capacity until the Liquidation Trust is dissolved.

**e. Powers and Authority of Liquidation Trustee**

The Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust Assets as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The powers, rights, and responsibilities of the Liquidation Trustee are specified in and subject to the terms of the Liquidation Trust Agreement and Section 6.7 of the ~~First Amended~~ Plan and include the authority and responsibility to: (i) make Distributions as contemplated in the ~~First Amended~~ Plan; (ii) establish and maintain the Cash Reserves in accordance with the terms of the ~~First Amended~~ Plan; (iii) conduct an analysis of Administrative Expense Claims, Priority Claims, Secured Claims, and General Unsecured Claims, and prosecuting objections thereto or settling or otherwise compromising such Claims if necessary and appropriate; (iv) prepare and file post-Effective Date operating reports for the Debtors; (v) file appropriate tax returns with respect to the Liquidation Trust and paying taxes properly payable by the Liquidation Trust, if any, in the exercise of its fiduciary obligations; *provided, however*, that for the avoidance of doubt, neither the Liquidation Trust or the Liquidation Trustee shall have any authority or duty to file any tax returns for any of the Debtors; (vi) take such actions as are necessary to wind down and dissolve the Debtors under applicable law; (vii) retain such professionals as are necessary and appropriate in furtherance of its fiduciary obligations; (viii) take such actions as are necessary and reasonable to carry out the purposes of the Liquidation Trust; (ix) protect and enforce the rights to the Liquidation Trust Assets vested in the Liquidation Trustee by any method reasonably determined to be appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity; and (x) terminate the Liquidation Trust and seeking to close the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code.

**f. Compensation of Liquidation Trustee**

The Liquidation Trustee shall be reasonably compensated out of the Liquidation Trust for his or her services and reimbursed out of the Liquidation Trust Assets for his or her reasonable expenses in accordance with the Liquidation Trust Agreement. As set forth in the Liquidation Trust Agreement, the Liquidation Trustee has agreed to be compensated for his or her services,



including attorneys' fees, for a fixed fee of \$1.25 million, plus reimbursement for reasonable out-of-pocket expenses.

**g. Resignation of Liquidation Trustee**

The Liquidation Trustee may resign at any time. The Liquidation Trustee shall file such written resignation with the Bankruptcy Court and shall serve such written resignation on all parties in interest entitled to receive service. Any party in interest may request a hearing before the Bankruptcy Court regarding the Liquidation Trustee's resignation. If no such hearing is requested, the resignation shall take effect 30 days after the filing of the notice of resignation with the Bankruptcy Court. The Liquidation Trustee shall, by the earliest date possible, deliver to the Liquidation Trustee's successor all of the Liquidation Trust Assets that were in the possession of the Liquidation Trustee along with a complete record and inventory of all such Liquidation Trust Assets. Any successor Liquidation Trustee will be appointed in accordance with the terms of the Liquidation Trust Agreement.

**h. Removal of Liquidation Trustee**

The Bankruptcy Court may remove a Liquidation Trustee for good cause shown on a motion submitted by a Beneficiary of the Liquidation Trust or the U.S. Trustee following notice to parties in interest, including without limitation, the Liquidation Trustee. The removal will take effect upon the date the Bankruptcy Court specifies. Any removed Liquidation Trustee shall, by the earliest date possible, deliver to the Liquidation Trustee's successor all of the Liquidation Trust Assets that were in the possession of the removed Liquidation Trustee along with a complete record and inventory of all such Liquidation Trust Assets.

**i. Termination of Liquidation Trust**

The duties, responsibilities, and powers of the Liquidation Trustee shall terminate in accordance with the terms of the Plan and the Liquidation Trust Agreement after (a) all the Liquidation Trust Assets have been fully administered, (b) all reasonably possible Distributions have been made in accordance with the ~~First Amended~~ Plan, and (c) all Disputed Claims have been resolved.

The Liquidation Trust shall terminate not later than the fifth (5th) anniversary of the Effective Date; *provided, however*, that, within a period of six (6) months prior to such termination date or any extended termination date, the Liquidation Trustee may, with the consent of the Liquidation Trust Oversight Committee, or by Order of the Bankruptcy Court, extend the term of the Liquidation Trust if it is necessary to facilitate or complete the liquidation of the Liquidation Trust Assets administered by the Liquidation Trust; *provided, further, however*, that the aggregate of all such extensions shall not exceed three (3) years without further Order of the Bankruptcy Court.

Upon the termination of the Liquidation Trust, the Liquidation Trustee shall file with the Bankruptcy Court a report thereof, seeking an order discharging the Liquidation Trustee and a final decree closing any open Chapter 11 Cases. The Liquidation Trustee shall not unduly prolong the duration of the Liquidation Trust. As efficiently and expeditiously as possible, the



Liquidation Trustee shall endeavor to resolve, settle or otherwise dispose of all Liquidation Trust Assets, effect the distribution of the Liquidation Trust Assets in accordance with the terms of the Plan, and terminate the Liquidation Trust as soon as practicable.

**j. Records**

The Liquidation Trustee shall maintain good and sufficient books and records relating to the Liquidation Trust Assets, Cash, Distributable Cash, Liquidation Trust Reserve, the management thereof, all post-Confirmation transactions undertaken by the Liquidation Trustee, all expenses incurred by or on behalf of the Liquidation Trustee after the Effective Date, and all distributions contemplated or effectuated under the Plan. Subject to further order of the Court, such records shall be maintained and preserved by the Liquidation Trustee until the earlier to occur of (i) entry of the final decree closing the Chapter 11 Cases and (ii) termination of the Liquidation Trust.

**k. Liability of the Liquidation Trustee**

The Liquidation Trustee shall not be personally liable for any claim asserted against the Liquidation Trust or the Liquidation Trustee, except as set forth below. The Liquidation Trustee shall not be liable for any error of judgment made in good faith or with respect to any action taken or omitted to be taken in good faith, unless with respect to the Liquidation Trustee's own respective fraud, gross negligence or willful misconduct. Notwithstanding anything to the contrary set forth herein, in the ~~First Amended~~ Plan, or in the Liquidation Trust Agreement, no provision of the Plan or the Liquidation Trust Agreement shall be construed to relieve the Liquidation Trustee from liability for gross negligence, fraud, or willful misconduct.

**l. Indemnification**

From and after the Effective Date, the Liquidation Trustee and the independent contractors, employees, and/or professionals employed by the Liquidation Trust (collectively, the "Indemnified Parties" and each an "Indemnified Party") shall be indemnified by the Liquidation Trust, to the fullest extent permitted under applicable law, from and against any and all claims, debts, dues, accounts, actions, suits, causes of action, bonds, covenants, judgments, damages, attorneys' fees and defense costs, and other assertions of liability arising out of any such Indemnified Parties' good faith exercise of what such Indemnified Party reasonably understands to be its powers or the discharge of what such Indemnified Party reasonably understands to be its duties conferred by the Plan, the Liquidation Trust Agreement, or by any order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan, applicable law, or otherwise (except only for actions or omissions to act to the extent determined by a Final Order of a court of competent jurisdiction to be due to such Indemnified Party's own respective fraud, gross negligence or willful misconduct), including but not limited to, acts or omissions concerning pursuing or not pursuing any Causes of Action or objections to Claims, on and after the Effective Date.

The indemnification of the Liquidation Trustee also extends to matters directly or indirectly, in connection with, arising out of, based on, or in any way related to (i) the ~~First Amended~~ Plan; (ii) the services to be rendered pursuant to the ~~First Amended~~ Plan; (iii) any

document or information, whether verbal or written, referred to herein or supplied to the Liquidation Trustee; or (iv) proceedings by or on behalf of any claimant or Creditor. Subject to the terms of the Plan and the Liquidation Trust Agreement, the Liquidation Trust shall, on demand, advance or pay promptly, in either case from the Liquidation Trust Reserve, on behalf of each Indemnified Party, reasonable attorneys' fees and other expenses and disbursements which such Indemnified Party would be entitled to receive pursuant to the foregoing indemnification obligation; *provided, however*, that any Indemnified Party receiving any such advance shall execute a written undertaking to repay such advance amounts if a court of competent jurisdiction ultimately determines that such Indemnified Party is not entitled to indemnification hereunder due to the gross negligence, fraud, or willful misconduct of such Indemnified Party.

The Liquidation Trustee is authorized, but not required, to obtain and purchase (solely from funds in the Liquidation Trust Reserve) insurance coverage with respect to the responsibilities, liabilities, and obligations of the Indemnified Parties under the ~~First Amended~~ Plan.

**m. Claims Reconciliation Process**

From and after the Effective Date, the Liquidation Trust shall be solely responsible for objecting to Claims which are not otherwise Allowed.

**n. Preservation of Right to Conduct Investigations**

Any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 held by the Debtors or the Committee prior to the Effective Date shall vest with the Liquidation Trust upon the Effective Date and shall continue in effect until dissolution or termination of the Liquidation Trust.

**o. Preservation of Privilege and Defenses**

No action taken by the ~~Debtors~~Plan Proponents in connection with the ~~First Amended~~ Plan shall be (or be deemed to be) a waiver of any privilege or immunity of the ~~Debtors~~Plan Proponents, as applicable, including any attorney-client privilege or work-product privilege attaching to any documents or communications (whether written or oral). The Confirmation Order shall provide that notwithstanding the ~~Debtors or the Committee~~Plan Proponents providing any privileged information to the Liquidation Trustee, the Liquidation Trust, or any party or Person associated with the Liquidation Trust, such privileged information shall be without waiver in recognition of the joint and/or successorship interest in prosecuting any Claim or Cause of Action on behalf of the Estates and shall remain privileged.

**p. Abandonment of Property**

If and to the extent the Liquidation Trustee determines to abandon any Liquidation Trust Assets, then the Liquidation Trustee may abandon such assets in accordance with the Plan or any further order of the Bankruptcy Court.

**q. The Non-Debtor Affiliates**

The Debtors' equity interests in the non-debtor affiliates shall be retained and transferred to the Liquidation Trust.

**~~5. The Channeling Injunction~~**

~~From and after the Effective Date: (i) all Sexual Misconduct Claims against the Released Parties will be subject to the Channeling Injunction pursuant to section 105(a) of the Bankruptcy Code and the provisions of the First Amended Plan and the Confirmation Order, except that Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction; (ii) upon the funding of the Sexual Misconduct Claims Fund by the Insurance Companies on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), the Released Parties shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with the Sexual Misconduct Claims; (iii) if a Holder of a Sexual Misconduct Claim affirmatively elects to release Harvey Weinstein, Harvey Weinstein shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with such Holder's Sexual Misconduct Claims, provided, however, that nothing in the First Amended Plan shall preclude any action by the Settlement Parties to enforce the First Amended Plan, and nothing shall preclude any Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein from pursuing an action against him in another court of competent jurisdiction. Further, nothing in this Section 5.8 or the Channeling Injunction shall constitute or be deemed a waiver of any claim, right or Cause of Action connected to any Sexual Misconduct Claim by any Settlement Party against any Entity that is not a Released Party. The Debtors will only seek confirmation of the First Amended Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the First Amended Plan in accordance with section 1126(c) of the Bankruptcy Code. Accordingly, the Channeling Injunction shall be binding upon, and enforceable by its terms against, all Holders of Sexual Misconduct Claims, irrespective of whether any such Holder (i) has voted to accept the First Amended Plan or (ii) has agreed to be bound by the Channeling Injunction, in both cases, only because the Class consisting of the Holders of Sexual Misconduct Claims (Class 4) has voted to approve the First Amended Plan in accordance with section 1126(c) of the Bankruptcy Code. In order to supplement the injunctive effect of the Bankruptcy Injunctions, and pursuant to sections 105(a) of the Bankruptcy Code, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:~~

**~~a. Channeling Injunction Terms~~**

~~In order to (i) preserve and promote the Settlement and the First Amended Plan and (ii) supplement, where necessary, the effect of the injunctions and the releases described in Sections 7.2 and 7.3 of the First Amended Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons and Entities that (a) have held or asserted, or that hold or assert, or that may hold or assert in the future, any Sexual Misconduct Claims against the Released Parties, or any of them~~

~~or (b) have affirmatively elected to release Harvey Weinstein, each shall have recourse solely to the Sexual Misconduct Claims Fund and each shall be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery from any Released Party or Harvey Weinstein with respect to any Sexual Misconduct Claims, including, but not limited to:~~

- ~~(1) commencing or continuing, in any manner, whether directly or indirectly, any suit, actions or other proceedings of any kind with respect to any Sexual Misconduct Claim against any of the Released Parties or Harvey Weinstein or against the property of any of the Released Parties or Harvey Weinstein;~~
- ~~(2) enforcing, levying, attaching, collecting or otherwise recovering, by any manner or means, whether directly or indirectly, from any of the Released Parties or Harvey Weinstein, or the property of the Released Parties or Harvey Weinstein, any judgment, award, decree or other order with respect to any such Sexual Misconduct Claim against any of the Released Parties, Harvey Weinstein or any other person;~~
- ~~(3) creating, perfecting, or enforcing in any manner, whether directly or indirectly, any Lien of any kind relating to any Sexual Misconduct Claim against any of the Released Parties or Harvey Weinstein, or the property of any of the Released Parties or Harvey Weinstein;~~
- ~~(4) asserting, implementing or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any Sexual Misconduct Claim of any kind, whether directly or indirectly, against (i) any obligation due to any of the Released Parties or Harvey Weinstein, (ii) any of the Released Parties or Harvey Weinstein; or (iii) the property of any of the Released Parties or Harvey Weinstein; and~~
- ~~(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents, with respect to any such Sexual Misconduct Claim.~~

~~**b. Channeling Injunction Reservations**~~

~~Notwithstanding anything to the contrary in Section 5.8.1 of the First Amended Plan, this Channeling Injunction shall not enjoin or affect the rights of any persons or Entities to the treatment afforded to them under the First Amended Plan, including the right of Holders of Sexual Misconduct Claims to assert such Claims in accordance with the First Amended Plan.~~

~~**c. Channeling Injunction Modifications Not Permitted**~~

~~Notwithstanding an order by the Bankruptcy Court modifying this Channeling Injunction to comply with the Bankruptcy Code, the scope of this Channeling Injunction may not be amended, modified, or limited in any material respect without the prior consent of the Settlement Parties.~~

~~d. Authorization for Recognition and Enforcement of Channeling Injunction~~

~~The Settlement Parties (and each of them) are authorized to take all necessary or appropriate actions, in accordance with the terms of the First Amended Plan and the agreements incorporated herein, to enforce, or otherwise have recognized, the Confirmation Order, the First Amended Plan, the Channeling Injunction, or any other related document, in any jurisdiction worldwide and without limitation, provided, however, the cost of such actions shall be borne by the party seeking enforcement or recognition unless otherwise provided in the First Amended Plan or the applicable Plan Document.~~

**6. Claims Reconciliation Process**

The ~~First Amended~~ Plan and the Confirmation Order shall be deemed to constitute an objection by the Debtors to the allowance of all Claims (other than Professional Fee Claims) filed against the Debtors in these Chapter 11 Cases

From and after the Effective Date, the Liquidation Trust shall have the exclusive authority to compromise, resolve, and Allow any Disputed Claim without the need to obtain approval from the Bankruptcy Court, subject to the Liquidation Trust Agreement, and any agreement entered into by the Liquidation Trust with respect to the Allowance of any Claim shall be conclusive evidence and a final determination of the Allowance of such Claim; *provided, however*, that, under the ~~First Amended~~ Plan, all Disputed Claims will have no right to receive any Distributions under the Plan unless and until such Claims are affirmatively Allowed by a Final Order.

All objections to Claims (other than Sexual Misconduct Claims and Professional Fee Claims) shall be filed by the Liquidation Trust on or before the Claim Objection Deadline, which date may be extended by filing a motion on or before the then Claim Objection Deadline. If a timely objection has not been filed to a proof of claim or the Schedules have not been amended with respect to a Claim that was Scheduled by the Debtors but was not Scheduled as contingent, unliquidated, or disputed, then the Claim to which the proof of claim or Scheduled Claim relates will be treated as an Allowed Claim.

The Liquidation Trust may, at any time, move for a Bankruptcy Court order estimating any contingent Claim, Disputed Claim, or unliquidated Claim (in each case, other than Sexual Misconduct Claims) pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction and power to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. The estimated amount of any Claim so determined by the Bankruptcy Court shall constitute the maximum recovery that the Holder thereof may recover after the ultimate liquidation of its Claim, irrespective of the actual amount that is ultimately Allowed. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another.

## 7. Distribution of Property Under the ~~First Amended~~ Plan

### a. Distribution to Holders of Claims

Payments and distributions to each Holder of a Claim that is not an Allowed Claim, to the extent that such Claim ultimately becomes an Allowed Claim, shall be made in accordance with the ~~First Amended~~ Plan, including the provisions governing the Class of Claims in which such Claim is classified. As soon as practicable after the date that any Claim is Allowed, in whole or in part, the Liquidation Trustee shall distribute to the Holder of such Claim any Cash that would have been distributed to such Holder if such Claim had been an Allowed Claim on the Effective Date. No distribution shall be made with respect to all or any portion of any Disputed Claim pending the entire resolution thereof. Distribution shall be made as soon as practicable with respect to any portion of a Contingent Claim that becomes fixed or liquidated. Notwithstanding the foregoing, the allowance, liquidation, and payment of Sexual Misconduct Claims, shall be governed by Section 3.13 the ~~First Amended~~ Plan.

### b. Setoff and Recoupment

Notwithstanding anything to the contrary in the Plan, the Liquidation Trustee may setoff, recoup, or withhold against distributions on account of any Claim or any Administrative Expense Claim, any claims that a Debtor, the Estates, or the Liquidation Trust may have against the Holder of such Claim or Administrative Expense Claim.

### c. No *De Minimis* Distributions

Notwithstanding anything to the contrary in the ~~First Amended~~ Plan, no Cash payments of \$100 or less will be made by the Liquidation Trustee to any Holder of an Allowed Claim. No consideration will be provided in lieu of the *de minimis* distributions that are not made under this section.

If, at the time a final Distribution is to be made under the ~~First Amended~~ Plan, the aggregate amount of Distributions held by the Liquidation Trustee for the benefit of a Holder of an Allowed Claim total less than \$100, then (i) such Distributions shall not be paid to such Holder and such Distributions shall vest in the Liquidation Trust and be distributed to other Holders of Allowed Claims in accordance with the terms of the ~~First Amended~~ Plan, and (ii) the Holder of such Claim will be forever barred from receiving such Distribution or asserting any claim against the Liquidation Trust, the Liquidation Trust Assets, or the Liquidation Trustee on account of such Allowed Claim.

### d. No Distributions With Respect to Disputed Claims

Notwithstanding any other ~~First Amended~~ Plan provision, distributions will be made on account of a Disputed Claim only after, and only to the extent that, the Disputed Claim becomes an Allowed Claim or is deemed to be an Allowed Claim for Distribution purposes.



**e. No Interim Distributions**

Notwithstanding any other ~~First Amended~~ Plan provision, the Liquidation Trustee shall not make any interim Distributions absent further order of the Bankruptcy Court; *provided, however*, that any such order shall require the Liquidation Trustee to reserve the full amount of any Disputed Claim unless otherwise authorized by the Bankruptcy Court for cause.

**C. Injunctions and Releases**

The Plan generally provides that subject to the occurrence of the Effective Date, upon confirmation of the Plan, the provisions of the Plan shall bind every holder of a Claim against or Interest in the Debtors and such holders' respective successors and assigns.

Below is a summary of important provisions in the Plan that may affect your rights as a holder of a Claim against or Interest in the Debtors. Please do not rely solely on this summary to understand how your rights may be impacted, but refer also to the specific provisions of the Plan cross-referenced below and carefully read the relevant Plan provisions in their entirety.

**1. Term of Certain Bankruptcy Injunctions and Automatic Stay**

All of the injunctions (which do not include the Bankruptcy Injunctions, as defined in the ~~First Amended~~ Plan) and/or automatic stays provided for in or with respect to these Chapter 11 Cases, whether pursuant to section 105, section 362 or any other provision of the Bankruptcy Code or other applicable law, in existence immediately prior to the Confirmation Date shall remain in full force and effect until the Bankruptcy Injunctions (as defined in the ~~First Amended~~ Plan) provided for by the ~~First Amended~~ Plan become effective. In addition, on and after the Confirmation Date, the ~~Debtors~~ **Plan Proponents**, may seek such further orders as they deem necessary to preserve the status quo during the time between the Confirmation Date and the Effective Date.

Each of the Bankruptcy Injunctions shall become effective on the Effective Date and shall continue to be effective at all times thereafter. Notwithstanding anything to the contrary contained in the ~~First Amended~~ Plan, all actions in the nature of those to be enjoined by the Bankruptcy Injunctions shall be enjoined or stayed during the period between the Confirmation Date and the Effective Date.

On and after the Confirmation Date but prior to the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any Claim, debt, right or cause of action of the Debtors which the Debtors retain sole and exclusive authority to pursue in accordance with Section 12.2.4 of the Plan.

**2. ~~Exculpation~~ The Channeling Injunction**

~~Upon the occurrence of the Effective Date, the Exculpated Parties shall not have or incur, and are hereby released from, any claim, obligation, cause of action, and/or liability to any Holder of a Claim, Interest, or any other Entity or any of their respective successors, assigns or~~



~~Representatives for any act or omission with respect to or arising out of the Chapter 11 Cases, the pursuit of confirmation of the First Amended Plan, the consummation of the First Amended Plan, or the administration of the First Amended Plan or the property to be distributed under the First Amended Plan, except for gross negligence, fraud or willful misconduct or any obligations that they have under or in connection with the First Amended Plan, the Plan Documents, or any transactions contemplated thereby, and in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the First Amended Plan.~~

As discussed herein, Sexual Misconduct Claims will be subject to the Channeling Injunction, as set forth in Section 5.8 of the Plan, such that from and after the Effective Date: (i) all Sexual Misconduct Claims against the Released Parties will be subject to the Channeling Injunction pursuant to section 105(a) of the Bankruptcy Code and the provisions of the Plan and the Confirmation Order, except that Holders of Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall be excused from the Channeling Injunction solely for the purpose of pursuing an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction; (ii) upon the funding of the Sexual Misconduct Claims Fund by the Insurance Companies on behalf of the Released Parties (and Harvey Weinstein, but only with respect to Sexual Misconduct Claims held by Holders of Sexual Misconduct who affirmatively elect to release Harvey Weinstein), the Released Parties shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with the Sexual Misconduct Claims; (iii) if a Holder of a Sexual Misconduct Claim affirmatively elects to release Harvey Weinstein, Harvey Weinstein shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with such Holder's Sexual Misconduct Claims, *provided, however*, that nothing in the Plan shall preclude any action by the Settlement Parties to enforce the Plan, and nothing shall preclude any Holder of a Sexual Misconduct Claim who does not affirmatively elect to release Harvey Weinstein from pursuing an action against him in another court of competent jurisdiction. Further, nothing in this Section X.C.2 or the Channeling Injunction shall constitute or be deemed a waiver of any claim, right or Cause of Action connected to any Sexual Misconduct Claim by any Settlement Party against any Entity that is not a Released Party. The Plan Proponents will only seek confirmation of the Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code. Accordingly, the Channeling Injunction shall be binding upon, and enforceable by its terms against, all Holders of Sexual Misconduct Claims, irrespective of whether any such Holder (i) has voted to accept the Plan or (ii) has agreed to be bound by the Channeling Injunction, in both cases, only because the Class consisting of the Holders of Sexual Misconduct Claims (Class 4) has voted to approve the Plan in accordance with section 1126(c) of the Bankruptcy Code. *In order to supplement the injunctive effect of the Bankruptcy Injunctions, and pursuant to sections 105(a) of the Bankruptcy Code, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:*

**a. Channeling Injunction Terms**

In order to (i) preserve and promote the Settlement and the Plan and (ii) supplement, where necessary, the effect of the injunctions and the releases described in Sections 7.2 and 7.3 of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons and Entities that (a)

have held or asserted, or that hold or assert, or that may hold or assert in the future, any Sexual Misconduct Claims against the Released Parties, or any of them or (b) have affirmatively elected to release Harvey Weinstein, each shall have recourse solely to the Sexual Misconduct Claims Fund and each shall be permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery from any Released Party or Harvey Weinstein with respect to any Sexual Misconduct Claims, including, but not limited to:

- (1) commencing or continuing, in any manner, whether directly or indirectly, any suit, actions or other proceedings of any kind with respect to any Sexual Misconduct Claim against any of the Released Parties or Harvey Weinstein or against the property of any of the Released Parties or Harvey Weinstein;
- (2) enforcing, levying, attaching, collecting or otherwise recovering, by any manner or means, whether directly or indirectly, from any of the Released Parties or Harvey Weinstein, or the property of the Released Parties or Harvey Weinstein, any judgment, award, decree or other order with respect to any such Sexual Misconduct Claim against any of the Released Parties, Harvey Weinstein or any other person;
- (3) creating, perfecting, or enforcing in any manner, whether directly or indirectly, any Lien of any kind relating to any Sexual Misconduct Claim against any of the Released Parties or Harvey Weinstein, or the property of any of the Released Parties or Harvey Weinstein;
- (4) asserting, implementing or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any Sexual Misconduct Claim of any kind, whether directly or indirectly, against (i) any obligation due to any of the Released Parties or Harvey Weinstein, (ii) any of the Released Parties or Harvey Weinstein; or (iii) the property of any of the Released Parties or Harvey Weinstein; and
- (5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents, with respect to any such Sexual Misconduct Claim.

**b. Channeling Injunction Reservations**

Notwithstanding anything to the contrary in Section 5.9 of the Plan, this Channeling Injunction shall not enjoin or affect the rights of any persons or Entities to the treatment afforded to them under the Plan, including the right of Holders of Sexual Misconduct Claims to assert such Claims in accordance with the Plan.

**c. Channeling Injunction Modifications Not Permitted**

Notwithstanding an order by the Bankruptcy Court modifying this Channeling Injunction to comply with the Bankruptcy Code, the scope of this Channeling Injunction may not be

amended, modified, or limited in any material respect without the prior consent of the Settlement Parties.

**d. Authorization for Recognition and Enforcement of Channeling Injunction**

The Settlement Parties (and each of them) are authorized to take all necessary or appropriate actions, in accordance with the terms of the Plan and the agreements incorporated herein, to enforce, or otherwise have recognized, the Confirmation Order, the Plan, the Channeling Injunction, or any other related document, in any jurisdiction worldwide and without limitation, provided, however, the cost of such actions shall be borne by the party seeking enforcement or recognition unless otherwise provided in the Plan or the applicable Plan Document.

**3. Releases**

Section 7.2 of the ~~First Amended~~ Plan provides for the following releases:

**a. *Releases by Debtors and Estates.***

Except as otherwise set forth in Section 7.2.5 of the ~~First Amended~~ Plan and the Plan Support Agreement, for good and valuable consideration, including without limitation, all payments under the ~~First Amended~~ Plan to Holders of Claims, payment of which is critical to the Debtors' ability to obtain confirmation of the ~~First Amended~~ Plan and to effectuate distributions to Holders of Claims, as of the Effective Date, each of the Debtors, on behalf of themselves and their respective Estates and their current respective Affiliates, members, officers, directors, and employees, and any person claiming by or through them, shall be deemed to conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, disclaim and discharge the Released Parties, Harvey Weinstein and their respective property to the maximum extent permitted by law from any and all Claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any direct or derivative claims asserted or assertable by or on behalf of any of the Debtors, any Claims or causes of action asserted by or on behalf of any of the Debtors or any Interest that any such Debtor would have been legally entitled to assert in their own right, whether individually or collectively, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law or in equity, based on any matter, cause, thing, conduct, or omission occurring prior to the Effective Date and in any way related to the Debtors, their businesses, operations, activities, or these Chapter 11 Cases.

**b. *Releases by the Committee and Holders of Claims and Interests.***

Except as otherwise set forth in Section 7.2.5 of the ~~First Amended~~ Plan and the Plan Support Agreement, for good and valuable consideration, including, without limitation, all payments under the ~~First Amended~~ Plan to Holders of Claims, payment of which is critical to the Debtors' ability to obtain Confirmation of the ~~First Amended~~ Plan and to effectuate distributions to Holders of Claims, as of the Effective Date, (i) the Committee, on behalf of itself and its members (solely in their capacities as members of the Committee) and (ii) each present and former Holder of a Claim or Interest, will be deemed to unconditionally, completely, and forever

release, waive, disclaim, and discharge the Released Parties of and from any and all Claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any direct or derivative claims asserted or assertable by or on behalf of any member of the Committee or any Holder of a Claim or Interest, any Claims or causes of action asserted by or on behalf of any member of the Committee or any Holder of a Claim or Interest or that any such member of the Committee or any Holder of a Claim or Interest would have been legally entitled to assert in their own right, whether individually or collectively, whether known or unknown, matured or unmatured, accrued or not accrued, foreseen or unforeseen, existing or hereinafter arising, in law or equity, based on any matter, cause, thing, conduct, or omission occurring prior to the Effective Date and in any way related to the Debtors, their businesses, operations, activities, or these Chapter 11 Cases.

**c. *Releases of Harvey Weinstein by Holders of Sexual Misconduct Claims.***

Except as otherwise set forth in Section 7.2.5 of the ~~First Amended~~ Plan and the Plan Support Agreement, for good and valuable consideration, including, without limitation, all payments under the ~~First Amended~~ Plan to Holders of Claims, payment of which is critical to the Debtors' ability to obtain Confirmation of the ~~First Amended~~ Plan and to effectuate distributions to Holders of Claims, after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the Sexual Misconduct Claims Fund Procedures, Holders of such Allowed and liquidated Sexual Misconduct Claims shall have the option to release Harvey Weinstein or not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction. If a Holder of a Sexual Misconduct Claim affirmatively elects to release Harvey Weinstein, such Holder will be deemed to unconditionally, completely, and forever release, waive, disclaim, and discharge Harvey Weinstein and the Insurance Companies of and from any and all Sexual Misconduct Claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any direct or derivative claims asserted or assertable by or on behalf of any Holder of a Sexual Misconduct Claim, any Sexual Misconduct Claims or causes of action asserted by or on behalf of any Holder of a Sexual Misconduct Claim or that any Holder of a Sexual Misconduct Claim would have been legally entitled to assert in their own right, whether individually or collectively, whether known or unknown, matured or unmatured, accrued or not accrued, foreseen or unforeseen, existing or hereinafter arising, in law or equity, based on any matter, cause, thing, conduct, or omission occurring prior to the Effective Date.

**d. *Additional Settlement Releases.***

In addition to the general releases in Sections 7.2.1, 7.2.2 and 7.2.3 of the ~~First Amended~~ Plan (the "Plan Releases"), the Plan Support Agreement contains ~~or shall contain~~ certain general and specific releases ~~(the "Settlement Releases") by the Releasing Parties and Harvey Weinstein. Notwithstanding anything herein and certain specified exceptions to such releases (the contrary, the "Settlement Releases").~~ The Settlement Releases are ~~subsumed under set forth in Sections 7.2.4 and 7.2.5 of the ~~First Amended~~ Plan Releases and nothing herein shall be construed to limit or lessen the scope of the Settlement Releases and the rights reserved thereunder in any way.~~ A copy of the Plan is attached to this Disclosure Statement as Exhibit A.

~~e. *Exceptions to Releases.* Except as otherwise provided for in the First Amended Plan or the Confirmation Order, the Releases set forth in Sections 7.2.1, 7.2.2 and 7.2.3 of the First Amended Plan shall not apply to (i) any Claims in the Plan Support Agreement that are specifically excluded from the releases set forth in the Plan Support Agreement and (ii) any of the following:~~

~~(1) any Former Representatives' Claims and/or their respective affiliates' or representatives' Claims (other than Claims released in the Plan Support Agreement), including any claim for indemnification, against any Released Party other than the Debtors, the Estate and the Former Representatives;~~

~~(2) the Debtors', Harvey Weinstein's, Robert Weinstein's, Frank Gil's and David Glasser's claims and counterclaims against the Debtors, Harvey Weinstein, Robert Weinstein, Frank Gil and David Glasser, arising out of the actions entitled *Frank Gil v. Weinstein Live Entertainment LLC, et. al.*, Supreme Court of the State of New York, County of New York, Case No. 653555/2019, and *Sartraco et. al. v. Robert Weinstein, et. al.*, Superior Court for the State of California, County of Los Angeles, Case No. 19-cv-00448;~~

~~(3) any Claims to enforce the terms of the First Amended Plan and the Plan Documents;~~

~~(4) any Allowed Professional Fee Claim.~~

~~e. *f. Bankruptcy Court Approval of Releases.*~~

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Releases by Holders of Claims and Interests and the Settlement Releases subsumed thereunder (the "Third-Party Releases"), which includes by reference each of the related provisions and definitions contained in the ~~First Amended~~ Plan and the Plan Support Agreement, and further, shall constitute the Bankruptcy Court's finding that the ~~Third-Party~~ Releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of claims released by the Third-Party Releases; (3) in the best interests of the Debtors, the Estates and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any Claim, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, foreign law, common law or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued based upon any acts, omissions, conduct or other

matters in any way related to the Debtors, their businesses, operations, activities, their Chapter 11 Cases, against any of the Released Parties or their property.

#### 4. Plan Injunction

Except as otherwise provided in the ~~First Amended~~ Plan and/or the Plan Documents (including, specifically, the Plan Support Agreement), on and after the Effective Date, all Entities who have held, hold, or may hold Claims or Interests whether or not such parties have voted to accept or reject the ~~First Amended~~ Plan, and other parties in interest, along with their respective present or former employers, agents, officers, directors, or principals, shall be and are permanently enjoined from and restrained against taking any of the following actions on account of any such Claims or Interests:

- (1) taking any actions to interfere with the implementation or consummation of the ~~First Amended~~ Plan, taking any actions to interfere with the implementation or consummation of the ~~First Amended~~ Plan, or otherwise acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the ~~First Amended~~ Plan;
- (2) commencing, conducting, or continuing in any manner, directly or indirectly, in any court, proceeding, or other tribunal of any kind, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum), or otherwise asserting any Claim or Interest, which has been released pursuant to Sections ~~7.2.1, 7.2.2 or 7.2.3~~ 7.2 of the ~~First Amended~~ Plan or from seeking to hold any Released Party or Harvey Weinstein liable in any such suit, action or proceeding or for any such Claim, or Interest that has been released pursuant to Sections ~~7.2.1, 7.2.2 or 7.2.3~~ 7.2 of the ~~First Amended~~ Plan;
- (3) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, their Estates, their assets, the Released Parties and/or the property of the Released Parties, the Liquidation Trust Assets, and/or the Sexual Misconduct Claims Fund;
- (4) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance against the Debtors' assets, their Estates' assets, the Released Parties' assets, the Liquidation Trust Assets, and/or the Sexual Misconduct Claims Fund; and
- (5) ~~a.~~ asserting, implementing or effectuating any setoff, right of subrogation, indemnity, contribution or recoupment of any kind



against any obligation due any Released Party or against the property of any Released Party with respect to any such claim, demand, or cause of action.

The Releases pursuant to Section 7 of the ~~First Amended~~ Plan shall act as a permanent injunction against any party from commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim released under the ~~First Amended~~ Plan to the fullest extent authorized by applicable law.

## **5. Exculpation**

Upon the occurrence of the Effective Date, the Exculpated Parties shall not have or incur, and are hereby released from, any claim, obligation, cause of action, and/or liability to any Holder of a Claim, Interest, or any other Entity or any of their respective successors, assigns or Representatives for any act or omission with respect to or arising out of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for gross negligence, fraud or willful misconduct or any obligations that they have under or in connection with the Plan, the Plan Documents, or any transactions contemplated thereby, and in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

## **D. Conditions Precedent to Confirmation and the Effective Date**

The following are the specific conditions precedent to Confirmation of the Plan and the occurrence of the Effective Date of the Plan.

### **a. Conditions Precedent to Confirmation**

Each of the following is a condition precedent to the Confirmation of the Plan, which must be satisfied or waived by each of the Settlement Parties in their sole and absolute discretion in accordance with Section 11.5 of the Plan:

- (1) The Bankruptcy Court shall have ruled that the settlements embodied in the Plan and the Channeling Injunction set forth in Section 5.8 of the Plan and the Plan Injunction set forth in Section 7.3 of the Plan are binding. The Bankruptcy Court shall have ruled that the settlements embodied in the ~~First Amended~~ Plan and the Channeling Injunction set forth in Section 5.8 of the ~~First Amended~~ Plan and the Plan Injunction set forth in Section 7.3 of the ~~First Amended~~ Plan are binding upon, and enforceable by their terms against, all Holders of Claims and Interests.
- (2) The Bankruptcy Court shall have entered an order approving the ~~First Amended~~ Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.



- (3) The Bankruptcy Court shall have entered the Confirmation Order, in a form and substance reasonably satisfactory to all of the Settlement Parties, approving, among other things, the Channeling Injunction, the Plan Injunction and the Releases, the Plan Support Agreement, and such Confirmation Order shall not in any way impair, diminish or detract from the terms of the Settlement.
- (4) All documents, instruments, and agreements provided under, or necessary to implement, the ~~First Amended~~ Plan, shall have been executed and delivered by the applicable parties.
- (5) The Debtors and the Liquidation Trustee shall have executed the Liquidation Trust Agreement and shall have established the Liquidation Trust pursuant to the ~~First Amended~~ Plan and shall be in a form and substance acceptable to the ~~Debtors~~ Plan Proponents.
- (6) The Debtors and the Sexual Misconduct Claims ~~Fund Administrator~~ Examiner shall have finalized the Sexual Misconduct Claims Fund Procedures and shall have established the Sexual Misconduct Claims Fund pursuant to the ~~First Amended~~ Plan that shall be in a form and substance acceptable to the ~~Debtors~~ Plan Proponents.
- (7) The substantive consolidation of the Debtors shall have been approved by the Bankruptcy Court.

**b. Conditions Precedent to the Effective Date**

The “substantial consummation,” as defined in section 1101 of the Bankruptcy Code, shall not occur, and the ~~First Amended~~ Plan shall be of no force and effect, until the Effective Date. The occurrence of the Effective Date is subject to satisfaction of each of the following conditions precedent, each of which may be waived by all of the Settlement Parties (as applicable) in their sole and absolute discretion:

- (1) There is no stay in effect with respect to the Confirmation Order, and the Confirmation Order, including the Channeling Injunction, the Plan Injunction and the Releases, shall be in full force and effect.
- (2) The Sexual Misconduct Claims Fund shall have been funded as provided in the ~~First Amended~~ Plan and the Plan Support Agreement.
- (3) The Liquidation Trust shall have been funded in accordance with the terms of the ~~First Amended~~ Plan.

- (4) The Former Representatives Defense Costs shall have been funded as provided in the ~~First Amended~~ Plan.
- (5) The Debtors shall have sufficient funds to satisfy all Allowed Administrative Expense Claims in full, in Cash.
- (6) The Plan Documents necessary or appropriate to implement the ~~First Amended~~ Plan, shall have been executed and shall be in full force and effect.
- (7) All authorizations, consents, and regulatory approvals required, if any, in connection with the consummation of the ~~First Amended~~ Plan shall have been obtained.
- (8) All other actions, documents, and agreements necessary to implement the ~~First Amended~~ Plan shall have been effected or executed.

#### **E. Other Material Plan Provisions**

##### **1. Dissolution of the Board of Directors and Committee**

Upon the Effective Date, the existing board of directors of any Debtor shall be deemed dissolved, and any remaining director, officer, employee, or independent contractor of any Debtor shall be dismissed, and each of the Debtors' directors, officers, employees, independent contractors, members, designated representatives, agents, and Professionals employed pursuant to a Bankruptcy Court order shall be released and discharged from any further authority, duties, responsibilities and obligations relating to, arising from, or in connection with the Debtors or the Chapter 11 Cases.

On the Effective Date, the Committee shall thereupon be released and discharged of and from all further authority, duties, responsibilities, and obligations arising from and based upon the Chapter 11 Cases, and the Committee shall be deemed dissolved; *provided, however*, that (a) in the event that the Effective Date occurs prior to the Confirmation Order becoming a Final Order, the Committee may, at its option, continue to serve and function for the purpose of participating in any appeal of the Confirmation Order until such time as the Confirmation Order becomes a Final Order, and (b) if the Effective Date occurs prior to the conclusion of any outstanding litigation or adversary proceedings in the Chapter 11 Cases or prior to the entry of a Final Order with respect to final fee applications of Bankruptcy Professionals, the Committee may, at its option, continue to serve until a Final Order is entered with respect to such proceedings and/or applications.

##### **2. Executory Contracts and Unexpired Leases Deemed Rejected**

On the Effective Date, all agreements executed by the Debtors before the Effective Date, other than agreements that were previously either assumed and assigned or rejected by a Final Order, to the extent that these agreements constitute executory contracts or unexpired leases under section 365 of the Bankruptcy Code, shall be rejected.

Claims created by the rejection of executory contracts or unexpired leases pursuant to the Plan must be filed with the Bankruptcy Court and served on the Liquidation Trustee, no later than thirty (30) days after the Effective Date. Any Claims for rejection of executory contracts or unexpired leases pursuant to the Plan for which a proof of claim is not filed and served within such time will be forever barred and shall not be enforceable against the Debtors or their Estates, assets, properties, or interests in property, or against the Liquidation Trust. Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims under the Plan. For the avoidance of doubt, nothing in the Plan shall extend any deadline for the filing of any Claims established in a previously entered order of the Bankruptcy Court.

### 3. Non-discharge of the Debtors' Debts

In accordance with section 1141(d)(3) of the Bankruptcy Code, the Confirmation Order will not discharge Claims as against the Debtors. Notwithstanding the foregoing, no Person holding a Claim may receive any payment from, or seek recourse against, any Assets that are to be distributed under the Plan other than Assets required to be distributed to that Person under the ~~First Amended~~ Plan unless otherwise ordered by the Court. As of the Confirmation Date, all Persons are precluded from asserting against any property that is to be distributed under the ~~First~~Second Amended Plan any Claims, rights, Causes of Action, liabilities, or Interests based upon any act, omission, transaction, or other activity that occurred before the Confirmation Date except as expressly provided in the ~~First Amended~~ Plan or the Confirmation Order or other Court order.

### 4. No Recourse

No Person entitled to receive a payment or Distribution under the ~~First Amended~~ Plan will have any recourse against the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Assets, the Sexual Misconduct Claims Fund, the Sexual Misconduct Claims Examiner, the Debtors, or their Estates (as applicable) other than the right to receive Distributions in accordance with the terms of the ~~First Amended~~ Plan, the Liquidation Trust Agreement and the Sexual Misconduct Claims Fund Procedures (as applicable).

## ~~XLII.~~

### CONFIRMATION AND CONSUMMATION PROCEDURES

#### A. Overview

A chapter 11 plan may provide anything from a complex restructuring of a debtor's business and its related obligations to a simple liquidation of the debtor's assets. In either event, upon confirmation of the plan, it becomes binding on the debtor and all of its creditors and equity holders, and the obligations owed by the debtor to such parties are compromised and exchanged for the obligations specified in the plan. Before soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires the debtor to prepare and file a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about the plan. ~~This First~~

~~Amended~~ Disclosure Statement is presented to ~~holders~~ **Holders** of Claims against the Debtors to satisfy the requirements of section 1125 of the Bankruptcy Code in connection with the ~~Debtors~~ **Plan Proponents**' solicitation of votes on the ~~First Amended~~ Plan.

If all classes of claims and equity interests accept a chapter 11 plan, the bankruptcy court may confirm the plan if the bankruptcy court independently determines that the requirements of section 1129(a) of the Bankruptcy Code have been satisfied. Section 1129(a) sets forth the requirements for confirmation of a plan and, among other things, requires that a plan meet the "best interests of creditors" test and be "feasible." The "best interests" test generally requires that the value of the consideration to be distributed to the holders of claims or equity interests under a plan may not be less than those parties would receive if the debtor were liquidated pursuant to a hypothetical liquidation occurring under chapter 7 of the Bankruptcy Code. Under the "feasibility" requirement, the bankruptcy court generally must find that there is a reasonable probability that the debtor will be able to meet its obligations under its plan without the need for further financial reorganization. **The Debtors Plan Proponents believe that the First Amended Plan satisfies all the applicable requirements of section 1129(a) of the Bankruptcy Code, including, in particular, the best interests of creditors' test and the feasibility requirement.**

The Bankruptcy Code does not require that each holder of a claim or interest in a particular class vote in favor of a plan of reorganization for the bankruptcy court to determine that the class has accepted the plan. Rather, a class of creditors will be determined to have accepted the plan if the bankruptcy court determines that the plan has been accepted by a majority in number and two-thirds in amount of those claims actually voting in such class. Similarly, a class of equity security holders will have accepted the plan if the bankruptcy court determines that the plan has been accepted by holders of two-thirds of the number of shares actually voting in such class.

In addition, classes of claims or equity interests that are not "impaired" under a plan of reorganization or liquidation are conclusively presumed to have accepted the plan and thus are not entitled to vote. Furthermore, classes that are to receive no distribution under the plan are conclusively deemed to have rejected the plan. Accordingly, acceptances of a plan will generally be solicited only from those persons who hold claims or equity interests in an impaired class. A class is "impaired" if the legal, equitable, or contractual rights associated with the claims or equity interests of that class are modified in any way under the plan. Modification for purposes of determining impairment, however, does not include curing defaults and reinstating maturity on the effective date of the plan. **Class 4 (Sexual Misconduct Claims) and Class 5 (General Unsecured Claims) are impaired under the Plan and entitled to vote on the First Amended Plan.**

A bankruptcy court also may confirm a chapter 11 plan even though fewer than all the classes of impaired claims and equity interests accept such plan. For a chapter 11 plan to be confirmed despite its rejection by a class of impaired claims or equity interests, the plan must be accepted by at least one class of impaired claims (determined without counting the vote of insiders) and the proponent of the plan must show, among other things, that the plan does not "discriminate unfairly" and that the plan is "fair and equitable" with respect to each impaired class of claims or equity interests that has not accepted the plan.

Under section 1129(b) of the Bankruptcy Code, a plan is “fair and equitable” as to a rejecting class of claims or equity interests if, among other things, the plan provides: (a) with respect to secured claims, that each such holder will receive or retain on account of its claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; and (b) with respect to unsecured claims and equity interests, that the holder of any claim or equity interest that is junior to the claims or equity interests of such class will not receive or retain on account of such junior claim or equity interest any property from the estate, unless the senior class receives property having a value equal to the full amount of its allowed claim.

A plan does not “discriminate unfairly” against a rejecting class of claims or equity interests if (a) the relative value of the recovery of such class under the plan does not differ materially from that of any class (or classes) of similarly situated claims or equity interests, and (b) no senior class of claims or equity interests is to receive more than 100% of the amount of the claims or equity interest in such class.

The ~~Debtors~~**Plan Proponents** believe that the ~~First Amended~~ Plan satisfies the foregoing requirements as to any rejecting class of Claims or Interests, and can therefore be confirmed, if necessary, over the objection of any (but not all) classes of Claims or Interests. ~~However, the Debtors~~**The Plan Proponents, however,** will only seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code, and notwithstanding the ~~Debtors~~**Plan Proponents’** rights under sections 1129(a) and 1129(b) of the Bankruptcy Code, the ~~Debtors~~**Plan Proponents** will not seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to reject the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code.

## **B. Confirmation of the ~~First Amended~~ Plan**

### **1. Elements of Section 1129 of the Bankruptcy Code**

At the Confirmation Hearing, the Bankruptcy Court will confirm the ~~First Amended~~ Plan only if all of the conditions to confirmation under section 1129 of the Bankruptcy Code are satisfied, including the following:

- a. The ~~First Amended~~ Plan complies with the applicable provisions of the Bankruptcy Code.
- b. The Debtors have complied with the applicable provisions of the Bankruptcy Code.
- c. The ~~First Amended~~ Plan has been proposed in good faith and not by any means proscribed by law.
- d. Any payment made or promised by the Debtors or by an entity issuing securities or acquiring property under the ~~First Amended~~ Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the ~~First Amended~~ Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court; and any such

payment made before the confirmation of the ~~First-Amended~~ Plan is reasonable, or if such payment is to be fixed after confirmation of the ~~First-Amended~~ Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable.

- e. The ~~Debtors~~ Plan Proponents have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer or voting trustee of the Debtors or a successor to the Debtors under the Plan and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity holders and with public policy, and the Debtors have disclosed the identity of any insider that will be employed or retained by such Debtors, and the nature of any compensation for such insider.
- f. With respect to each impaired class of Claims or Interests, each ~~holder~~ Holder of an impaired Claim or impaired Interest either has accepted the ~~First-Amended~~ Plan or will receive or retain under the ~~First-Amended~~ Plan, on account of the Claims or Interests held by such entity, property of a value, as of the applicable consummation date under the ~~First-Amended~~ Plan, that is not less than the amount that such entity would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code.
- g. In the event that the ~~Debtors~~ Plan Proponents do not move to confirm the ~~First-Amended~~ Plan non-consensually, each class of Claims or Interests entitled to vote has either accepted the ~~First-Amended~~ Plan or is not impaired under the ~~First-Amended~~ Plan.
- h. Except to the extent that the ~~holder~~ Holder of a particular Claim has agreed to a different treatment of such Claim, the ~~First-Amended~~ Plan provides that Administrative Claims and Priority Claims will be paid in full on the applicable consummation date and that Tax Claims will be paid in full, in cash, on the applicable consummation date or as soon as practicable thereafter; however, the Debtors shall have the right to make deferred cash payments on account of such Tax Claims over a period not exceeding six (6) years after the date of assessment of such Claims, having a value, as of the applicable consummation date, equal to the allowed amount of such Claims.
- i. At least one impaired class of Claims has accepted the ~~First-Amended~~ Plan, determined without including any acceptance of the ~~First-Amended~~ Plan by any insider holding a Claim in such class.
- j. Confirmation of the ~~First-Amended~~ Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any other successor to the Debtors under the ~~First-Amended~~ Plan, unless such liquidation or reorganization is proposed in the ~~First-Amended~~ Plan.



- k. All fees payable under section 1930 of Bankruptcy Code, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the ~~First Amended~~ Plan provides for the payment of all such fees on the Effective Date of the ~~First Amended~~ Plan.
- l. The ~~First Amended~~ Plan provides for the continuation after the consummation of the Plan of payment of all retiree benefits at the level established under section 1114(e)(1)(B) or (g) of the Bankruptcy Code at any time prior to confirmation of the ~~First Amended~~ Plan, for the duration of the period the Debtor has obligated itself to provide such benefits.

The ~~Debtors~~ **Plan Proponents** believe that the ~~First Amended~~ Plan will satisfy all the statutory provisions of chapter 11 of the Bankruptcy Code, that the Debtors have complied or will have complied with all of the provisions of the Bankruptcy Code, and that the ~~First Amended~~ Plan is being proposed and will be submitted to the Bankruptcy Court in good faith.

## 2. Acceptance

A class of Claims will have accepted the ~~First Amended~~ Plan if the Plan is accepted, with reference to a class of Claims, by at least two-thirds in amount and more than one-half in number of the Allowed Claims of each such class of Claims. Each class of Interests will have accepted the Plan if the ~~First Amended~~ Plan is accepted with reference to a class of Interests, by at least two-thirds in amount of the Allowed Interests of each class of Interests.

In the event that any Impaired Class of Claims shall fail to accept the ~~First Amended~~ Plan in accordance with section 1129(a) of the Bankruptcy Code, the ~~Debtors~~ **Plan Proponents** reserve the right to (a) request that the Bankruptcy Court confirm the ~~First Amended~~ Plan in accordance with section 1129(b) of the Bankruptcy Code with respect to such non-accepting class, in which case the ~~First Amended~~ Plan shall constitute a motion for such relief, or (b) modify the ~~First Amended~~ Plan in accordance with Section 8.16.3 of the ~~First Amended~~ Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, *provided, however*, the ~~Debtors~~ **Plan Proponents** will only seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code, and notwithstanding the ~~Debtors~~ **Plan Proponents**' rights under sections 1129(a) and 1129(b) of the Bankruptcy Code ~~to request that the Bankruptcy Court confirm the First Amended Plan~~, the ~~Debtors~~ **Plan Proponents** will not seek confirmation of the ~~First Amended~~ Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to reject the ~~First Amended~~ Plan in accordance with section 1126(c) of the Bankruptcy Code.

## 3. Best Interests of Creditors Test

Section 1129(a)(7) of the Bankruptcy Code requires that each holder of an impaired allowed claim or interest either (i) accept the ~~First Amended~~ Plan or (ii) receive or retain under the ~~First Amended~~ Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtors were liquidated under chapter 7 of the



Bankruptcy Code on the Effective Date (the “Best Interests Test”). The first step in meeting this test is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors’ assets in the context of a chapter 7 liquidation in which a chapter 7 trustee is appointed and charged with reducing to cash any and all assets of the Debtors. Accordingly, this is the assumption employed in preparing the Liquidation Analysis. The Bankruptcy Court will determine whether the Cash and property issued under the ~~First Amended~~ Plan to each Class equals or exceeds the value that would be allocated to the ~~holders~~ Holders of Claims in a liquidation under chapter 7 of the Bankruptcy Code. The ~~Debtors~~ Plan Proponents believe that the ~~holders~~ Holders of Claims against in the Debtors will have an equal or greater recovery as a result of the ~~global~~ settlement and liquidation of the Debtors’ assets contemplated by the ~~Liquidation Trust as discussed herein than could~~ Plan than the recovery that likely would be realized in a chapter 7 liquidation.

Accordingly, the only question is whether the creditors will have recovered more (or at least as much) under the ~~First Amended~~ Plan than they would recover through a liquidation by a chapter 7 trustee.

To determine the value that a ~~holder~~ Holder of a Claim in an Impaired Class would receive if the Debtors were liquidated under chapter 7, the Bankruptcy Court must determine the aggregate dollar amount that would be generated from the liquidation of the Debtors’ Assets if the Chapter 11 Cases had been converted to chapter 7 liquidation cases and the Debtors’ Assets were liquidated by a chapter 7 trustee (the “Liquidation Value”). The Liquidation Value would consist of the net proceeds from distribution of the Debtors’ Assets, augmented by Cash held by the Debtors and reduced by certain increased costs and Claims that arise in a chapter 7 liquidation case that do not arise in a chapter 11 case.

~~As explained below~~ In a chapter 7 liquidation scenario, the Liquidation Value would be determined based on the Debtors’ Assets, which primarily are the Debtors’ available Cash and the Debtors’ potential causes of action against the Former Representatives and Harvey Weinstein. As of September 15, 2020, the Debtors currently have approximately \$4.1 million in Cash, and while the Debtors have the potential D&O Claims against Harvey Weinstein and the Former Representatives, the outcome of prosecuting the D&O Claims is completely unknown. The contributions of the Insurance Companies being used to fund the Liquidation Trust and Sexual Misconduct Claims Fund would not be available. A chapter 7 trustee could seek insurance coverage for Claims against the Debtors that are arguably covered by the Insurance Policies. Creditors also could attempt to obtain the consent of a chapter 7 trustee or the Bankruptcy Court to lift the automatic stay, litigate their Claims and seek insurance coverage from the Insurance Companies for judgments they obtain in such litigation. In either case, the possibility of any insurance coverage is unknown and likely would entail lengthy, expensive and protracted litigation against the Insurance Companies regarding insurance coverage. The Liquidation Value available for satisfaction of Claims against the Debtors also would be reduced by: (a) the costs, fees, and expenses of the liquidation under chapter 7, which would include disposition expenses and the compensation of a trustee and his counsel and other retained professionals, (b) the fees of the chapter 7 trustee, and (c) certain other costs arising from conversion of the Chapter 11 Cases to chapter 7 cases. Taking all of the above into account, the Plan Proponents completed the Liquidation Analysis, which illustrates that creditors potential recoveries under the Plan

likely exceed potential recoveries under a chapter 7 liquidation. The Liquidation Analysis ~~establishes that creditors will clearly benefit from confirmation of the First Amended Plan~~ is attached to this Disclosure Statement as Exhibit B.

It is also anticipated that a chapter 7 liquidation would result in a significant delay in payments being made to creditors. Bankruptcy Rule 3002(c) provides that conversion of the Chapter 11 Cases to chapter 7 will trigger a new bar date for filing claims against the Estates, and that the new bar date will be more than 90 days after the Chapter 11 Cases convert. Not only would a chapter 7 liquidation delay distribution to creditors, but it is possible that additional Claims that were not asserted in the Chapter 11 Cases, or were late-filed, could be filed against the Estates. The Debtors have received and are analyzing late-filed Claims and may file claims objections in the near future. Reopening the Bar Dates in connection with conversion to chapter 7 would provide these and other claimants an additional opportunity to timely file Claims against the Estates. Moreover, the Debtors would lose the benefit of having an established the Initial Administrative Claims Bar Date.

After consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in the Chapter 11 Cases, including: (i) the increased costs and expenses of a liquidation under chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such chapter 7 trustee; (ii) the time and expense of either pursuing D&O Claims or attempting to renegotiate a settlement of the Sexual Misconduct Claims; and ~~(iii)~~ the substantial increases in claims which would be satisfied on a priority basis or on parity with creditors in the Chapter 11 Cases, the ~~Debtors~~ Plan Proponents have determined that confirmation of the ~~First Amended~~ Plan will provide each ~~holder~~ Holder of a Claim or Interest with a greater recovery than it would receive pursuant to liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

#### 4. Feasibility

The Bankruptcy Code requires that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. Because distributions will be made only to the extent of existing assets or future recoveries, the ~~Debtors~~ Plan Proponents believe the ~~First Amended~~ Plan is feasible.

#### C. Cramdown

In the event that any impaired class does not accept the ~~First Amended~~ Plan, the ~~Debtors~~ Plan Proponents nevertheless may move for confirmation of the ~~First Amended~~ Plan. To obtain such confirmation, it must be demonstrated to the Bankruptcy Court that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to such classes and any other classes of Claims that vote to reject the ~~First Amended~~ Plan. The Plan Proponents, however, will only seek confirmation of the Plan if the Holders of Sexual Misconduct Claims (Class 4) vote to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code.

## 1. No Unfair Discrimination

A chapter 11 plan “does not discriminate unfairly” if (a) the legal rights of a non-accepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to the legal rights of the non-accepting class, and (b) no class receives payments in excess of that which it is legally entitled to receive for its Claims or Interests. The ~~Debtors~~Plan Proponents believe that under the ~~First Amended~~ Plan all impaired classes of Claims and Interests are treated in a manner that is consistent with the treatment of other classes of Claims and Interests that are similarly situated, if any, and no class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims and Allowed Interests in such class. Accordingly, the ~~Debtors~~Plan Proponents believe the ~~First Amended~~ Plan does not discriminate unfairly as to any impaired class of Claims or Interests.

## 2. Fair and Equitable Test

The Bankruptcy Code establishes different “fair and equitable” tests for secured creditors, unsecured creditors, and holders of equity interest as follows:

**a. Secured Creditors.** Either (i) each impaired secured creditor retains its liens securing its secured claim and it receives on account of its secured claim deferred cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the indubitable equivalent of its allowed secured claim, or (iii) the property securing the claim is sold free and clear of liens, with such liens to attach to the proceeds and the treatment of such liens on proceeds as provided in clause (i) or (ii) of this subparagraph.

**b. Unsecured Creditors.** Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan of reorganization, subject to the applicability of the judicial doctrine of contributing new value.

**c. Holders of Interests.** Either (i) each holder of an equity interest will receive or retain under the plan of reorganization property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock or (b) the value of the stock or (ii) the holders of interests that are junior to the stock will not receive any property under the plan of reorganization, subject to the applicability of the judicial doctrine of contributing new value.

EXCEPT AS OTHERWISE STATED HEREIN, THE ~~DEBTORS~~PLAN PROPONENTS MAY MOVE FOR CONFIRMATION OF THE ~~FIRST AMENDED~~ PLAN IF LESS THAN THE REQUISITE HOLDERS OF CLAIMS OR INTERESTS IN ANY CLASS VOTE TO ACCEPT THE ~~FIRST AMENDED~~ PLAN.

**D. Effect of Confirmation**

Under Section 1141 of the Bankruptcy Code, the provisions of a confirmed plan bind the debtor, any entity issuing securities under the plan, any entity acquiring property under the plan, and any creditor or equity security holder, whether or not the claim or interest of such creditor or equity security holder is impaired under the plan and whether or not such creditor or equity security holder voted to accept the plan. Further, after confirmation of a plan, the property dealt with by the plan is free and clear of all claims and interests of creditors and equity security holders, except as otherwise provided in the plan or the confirmation order.

\* \* \* \* \*

~~XII.~~**XIII.**

**CONCLUSION**


The ~~Debtors~~**Plan Proponents** believe that the ~~First-Amended~~-Plan is in the best interest of all ~~holders~~**Holders** of Claims and urge all ~~holders~~**Holders** of impaired Claims against the Debtors to vote to accept the ~~First-Amended~~-Plan and to evidence such acceptance by returning their ballots in accordance with the instructions accompanying the ~~First-Amended~~-Disclosure Statement.

Dated: ~~August 31~~**October 1**, 2020

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~~By: Paul H. Zumbro~~  
~~Title: Partner, Cravath, Swaine & Moore LLP~~

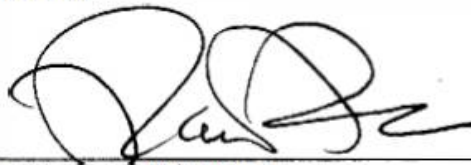
~~*Authorized Representative of the Debtors and Debtors in Possession*~~



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By: Paul H. Zumbro  
Title: Partner, Cravath, Swaine & Moore LLP

*Authorized Representative of the Debtors and Debtors in Possession*



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By: Robert J. Feinstein  
Title: Partner, Pachulski Stang Ziehl & Jones LLP

*Authorized Representative of the Official Committee of Unsecured Creditors*

Submitted by:

**RICHARDS, LAYTON & FINGER, P.A.**

Mark D. Collins (No. 2981)  
Paul N. Heath (No. 3704)  
Zachary I. Shapiro (No. 5103)  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801  
Telephone: (302) 651-7700  
Facsimile: (302) 651-7701

- and -

**CRAVATH, SWAINE & MOORE LLP**

Paul H. Zumbro (admitted *pro hac vice*)  
Lauren A. Moskowitz (admitted *pro hac vice*)  
Salah M. Hawkins (admitted *pro hac vice*)  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Telephone: (212) 474-1000  
Facsimile: (212) 474-3700

*Counsel to the Debtors*

-and-

**PACHULSKI STANG ZIEHL & JONES LLP**

**James I. Stang (CA Bar No. 94435)**  
**Robert J. Feinstein (NY Bar No. 1767805)**  
**Debra I. Grassgreen (CA Bar No. 169978)**  
**Jason H. Rosell (CA Bar No. 269126)**  
**Colin R. Robinson (DE Bar No. 5524)**  
**919 North Market Street, 17th Floor**  
**P.O. Box 8705**  
**Wilmington, DE 19899 (Courier 19801)**  
**Telephone: 302-652-4100**  
**Facsimile: 302-652-4400**

*Counsel to the Committee*

**EXHIBIT A**

**PLAN**



**EXHIBIT B**

**LIQUIDATION ANALYSIS**

## LIQUIDATION ANALYSIS

### Introduction

Pursuant to section 1129(a)(7) of the Bankruptcy Code, each Holder of an impaired Claim or equity interest must either (a) accept a chapter 11 plan or (b) receive or retain under a chapter 11 plan property of a value, as of the plan effective date, that is not less than the value such non-accepting Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code (often referred to as the “Best Interests Test”). To demonstrate that the proposed *Second Amended Joint Chapter 11 Plan of Liquidation* (the “Plan”) satisfies the Best Interests Test, the Plan Proponents, with the assistance of their restructuring advisors, have prepared the following hypothetical liquidation analysis (the “Liquidation Analysis”), which is based upon certain assumptions discussed in the Disclosure Statement (as defined herein) and in the accompanying notes to the Liquidation Analysis.

The Plan Proponents believe that the Plan satisfies section 1129(a)(7) of the Bankruptcy Code. This Liquidation Analysis and the conclusions set forth herein represent the Plan Proponents’ best judgment regarding the results of such a liquidation. This Liquidation Analysis was prepared for the sole purpose of assisting the Bankruptcy Court and Holders of impaired Claims or Interests in making this determination and should not be used for any other purpose. Nothing contained in this Liquidation Analysis is intended as or constitutes a concession or admission for any purpose other than the presentation of a hypothetical chapter 7 liquidation analysis for purposes of meeting the requirements of section 1129(a)(7) of the Bankruptcy Code. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan and Disclosure Statement, as applicable.

The Liquidation Analysis is shown on a consolidated basis and reflects the estimated cash proceeds, net of liquidation-related costs, that would be realized if the Debtors liquidated under chapter 7 of the Bankruptcy Code commencing on December 31, 2020. Also reflected for purposes of comparison is an analysis of estimated cash proceeds available under the Plan.

There are certain estimates and assumptions underlying the analysis that, while considered reasonable, are inherently subject to significant uncertainties and contingencies beyond the control of the Plan Proponents and their advisors. Independent accountants have not examined or reviewed the Liquidation Analysis. THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO LIQUIDATE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE.

### Methodology / Global Notes & Assumptions

The Plan Proponents prepared the Liquidation Analysis assuming that each of the Debtors’ current chapter 11 cases convert to chapter 7 cases on December 31, 2020. The cash values

referenced in this liquidation analysis are based on the unaudited book values of the Debtors as of September 15, 2020.

The Liquidation Analysis assumes that the Debtors' liquidation would commence under the direction of a chapter 7 trustee. As the vast majority of the value is derived from cash on the Debtors' balance sheet and potential litigation proceeds, there would be minimal "liquidation of assets" activities prior to moving on directly to claims analysis, prosecution of the litigation claims, and distribution of value to creditors in accordance with the priorities established under the Bankruptcy Code. It is assumed that those latter activities would occur over an 18-to-36 month period, with the variability depending on the success of the litigation efforts.

The litigation outcomes illustrated in the Liquidation Analysis are not exhaustive of all potential litigation outcomes in a hypothetical chapter 7 liquidation of the Debtors, as it is not possible to predict all potential outcome permutations. Additionally, while the Plan contemplates a negotiated settlement of all Claims against the Released Parties, in a hypothetical chapter 7 liquidation scenario, the only significant unliquidated asset would be the Estates' claims against the Debtors' former directors and officers (the "D&O Claims"). The Plan Proponents have no way of predicting or estimating the actual outcome of a litigation regarding the D&O Claims. Because the D&O Claims are a much narrower set of Claims than those Claims being settled under the Plan, the Liquidation Analysis assumes three liquidation scenarios: (1) the "High" scenario assumes that the chapter 7 trustee is able to achieve 75% of the settlement economics as those proposed in the Plan; (2) the "Medium" scenario assumes settlement economics at 50% of those in the Plan; and (3) the "Low" scenario assumes settlement economics at 25% of those in the Plan. The three liquidation scenarios are intended solely for the purpose of analysis and do not represent the actual views or beliefs of the Plan Proponents with respect to the potential results of any litigation that may be pursued by a Chapter 7 trustee related to or regarding the D&O Claims.

THE OUTCOME OF ANY LITIGATION CONCERNING  
THE D&O CLAIMS IN A CHAPTER 7 SCENARIO IS  
HIGHLY SPECULATIVE AND UNCERTAIN AND THERE IS NO  
GUARANTEE THAT A CHAPTER 7 TRUSTEE WILL BE ABLE TO  
RECOVER ANY FUNDS ON ACCOUNT OF THE D&O CLAIMS

In the Liquidation Analysis it is assumed that proceeds realized from the liquidation of the Debtors' unrestricted assets would be aggregated into a common distribution fund from which all General Unsecured Claims receive *pari passu* recoveries from the distributable value, regardless of the basis of their claim. This is contrary to the Plan scenario where Holders of Allowed Sexual Misconduct Claims receive an amount certain from the Settlement and Holders of all other Allowed General Unsecured Claims (e.g., trade claims) receive recoveries from a portion of the Settlement and the proceeds from the sale of the Debtors' remaining assets.

The Liquidation Analysis contains an estimate of the value of Claims that ultimately will become Allowed Claims based on the Debtors' Schedules and Statements and the Debtors'

books and records as of September 15, 2020. The Debtors have not evaluated, nor has the Bankruptcy Court determined, the amount of each such Claim. Accordingly, the final amount of Allowed Claims may differ from the Claim amounts presented in this Liquidation Analysis. Priority and administrative claims against the bankruptcy estate, including unpaid operating expenses and accrued and unpaid professional fees allowed in these Chapter 11 Cases, are assumed to be fully satisfied prior to satisfaction of any general unsecured claims in this Liquidation Analysis.

As of the date of this Liquidation Analysis, the bar date for Sexual Misconduct Claims has not passed. Accordingly, the Plan Proponents do not know with a high degree of accuracy the number of asserted Sexual Misconduct Claims. However, for purposes of this Liquidation Analysis, the Plan Proponents assume 100 Sexual Misconduct Claims with an average liquidated value of \$2 million for a total Sexual Misconduct Claims pool of \$200 million.

The Liquidation Analysis further assumes that there are no recoveries from (1) the pursuit of any potential preferential payments, fraudulent conveyances, or any other causes of action, or (2) proceeds from the sale of remaining assets, both of which are expected to be the same under either a chapter 7 or a chapter 11 scenario, and at any rate are believed to have de minimis value to the Debtors' estates.

The Liquidation Analysis assumes that all asset proceeds and creditor recoveries are nominal amounts and does not consider the discounting of values over time, although it should be reiterated that should the estates convert to a chapter 7, there will be an additional delay in realizing any distributable value.

The Weinstein Company Liquidation Analysis (Amounts in USD)						
Estimated Realizable Value of Debtor Entities	Notes	Chapter 7 Liquidation Recoveries			Chapter 11 Plan Recoveries	
		All Unsecured Claims			Sexual Misconduct Claims (Class 4)	General Unsecured Claims (Class 5)
		Low	Medium	High		
D&O Claim Settlement or Judgment	(a)	\$ 6,367,958	\$ 12,735,915	\$ 19,103,873	\$ 17,064,525	\$ 8,407,305
Anticipated Contract Counterparty Settlements	(b)	340,000	340,000	340,000	-	680,000
Cash on Hand	(c)	4,033,716	4,033,716	4,033,716	-	4,033,716
		\$ 10,741,674	\$ 17,109,631	\$ 23,477,589	\$ 17,064,525	\$ 13,121,021
Less:						
Chapter 7 Trustee Plaintiff Counsel Contingency Fee	(d)	\$ (1,910,387)	\$ (3,820,775)	\$ (5,731,162)	\$ -	\$ -
Accrued & Unpaid Professional Fees	(e)	(5,440,092)	(5,440,092)	(5,440,092)	-	(4,440,092)
<b>Estimated Net Proceeds Available for Distribution</b>		<b>\$ 3,391,195</b>	<b>\$ 7,848,765</b>	<b>\$ 12,306,335</b>	<b>\$ 17,064,525</b>	<b>\$ 8,680,929</b>
Less:						
Remaining Payments on Settled Administrative Claims	(f)	\$ (1,055,000)	\$ (1,055,000)	\$ (1,055,000)	\$ -	\$ (1,055,000)
Other Estimated Administrative Claims	(g)	(2,000,000)	(2,000,000)	(2,000,000)	-	(2,000,000)
Estimated Priority Claims	(g)	(500,000)	(500,000)	(500,000)	-	(500,000)
Chapter 7 Trustee Expenses	(h)	(2,322,250)	(2,513,289)	(2,704,328)	-	-
Chapter 11 Liquidating Trust Expenses	(i)	-	-	-	-	(2,517,000)
<b>Net Recovery for General Unsecured Creditors</b>		<b>\$ (2,486,056)</b>	<b>\$ 1,780,476</b>	<b>\$ 6,047,008</b>	<b>\$ 17,064,525</b>	<b>\$ 2,608,929</b>
Estimated General Unsecured Claims	(j)	\$ 125,000,000	\$ 125,000,000	\$ 125,000,000	\$ -	\$ 125,000,000
Estimated Sexual Misconduct Claims	(k)	200,000,000	200,000,000	200,000,000	200,000,000	-
<b>Total Estimated General Unsecured Claims</b>		<b>\$ 325,000,000</b>	<b>\$ 325,000,000</b>	<b>\$ 325,000,000</b>	<b>\$ 200,000,000</b>	<b>\$ 125,000,000</b>
<b>Estimated General Unsecured Claims Recovery %</b>		<b>-0.76%</b>	<b>0.55%</b>	<b>1.86%</b>	<b>8.53%</b>	<b>2.09%</b>

### Specific Notes to the Liquidation Analysis

- a) Whereas the Plan scenario allocates funds to Sexual Misconduct Claims and the Debtors' estates per the terms of the Settlement, the Liquidation Analysis aggregates any settlement for the benefit of all general unsecured claims, as discussed in the Global Notes above. Taking into account the strengths and weaknesses of the potential claims and causes of action, as well as the substantial risks, costs and time delays associated with litigating these matters, the Liquidation Analysis assumes that the chapter 7 trustee will be able to recover 25%, 50%, or 75%, of the aggregate direct consideration received by the Debtors under the Settlement on account of the D&O Claims, respectively, in Low, Medium, or High scenarios.
- b) The Plan scenario assumes full collection via settlement of approximately \$680,000 in disputed contract claims. The chapter 7 scenario assumes that the chapter 7 trustee will succeed in collecting only half of the disputed amount.
- c) Cash balance in the main Estate account of approximately \$2.9 million as of September 15, 2020, plus approximately \$1.2 million of estimated cash currently in external accounts that is expected to be repatriated to the Debtors prior to Confirmation.
- d) The Liquidation Analysis assumes that the D&O Claims would be handled by plaintiff's counsel for a contingency fee of 30% of any settlement or judgment amount. All of the professional fees required to complete the Settlement process in the Chapter 11 Cases scenario are accounted for above in the line item immediately below marked (e).
- e) Both the chapter 7 and Plan scenarios include estimated accrued and unpaid professional fees and other wind-down expenses paid or accrued through December 31, 2020. The chapter 7 scenario excludes a \$250,000 transaction fee that would otherwise be due to the Debtors financial advisor upon Confirmation of the Chapter 11 Cases. The Plan scenario reflects a voluntary 5% reduction in fees incurred by the Estates' professionals (other than Moelis & Company LLC).
- f) Represents remaining payments on two material Administrative Claims that have been settled for smaller amounts and partially satisfied by payments from the Debtors.
- g) Represents the Debtors' current estimates based on recent claims work.
- h) Assumes that the cost for a chapter 7 trustee and related professional fees and other expenses is equal to \$2 million plus 3% of the estimated liquidation value.
- i) Assumed cost for the Liquidation Trust and related professional fee and other expenses.

- j) Represents the Debtors' current estimate based on recent claims work. The Plan Proponents have assumed that the amount of General Unsecured Claims in a chapter 7 would approximately equal those asserted in the Chapter 11 Cases.
- k) As set forth in the Global Notes above, as of the date of this Liquidation Analysis, the bar date for Sexual Misconduct Claims has not passed. Accordingly, the Plan Proponents do not know with a high degree of accuracy the number of asserted Sexual Misconduct Claims. However, for purposes of this Liquidation Analysis, the Plan Proponents assume 100 Sexual Misconduct Claims with an average liquidated value of \$2 million for a total Sexual Misconduct Claims pool of \$200 million.

EXHIBIT C

SEXUAL MISCONDUCT CLAIMS FUND PROCEDURES



SEXUAL MISCONDUCT CLAIMS  
RESOLUTION PROCEDURES IN THE CHAPTER 11 CASES  
OF THE WEINSTEIN COMPANY HOLDINGS LLC AND ITS DEBTOR AFFILIATES

**1. PURPOSE**

The purpose of this protocol is to provide for the distribution of funds to holders of Allowed Sexual Misconduct Claims. This protocol does not apply to other Tort Claims, which shall recover solely, if allowed, from the Liquidation Trust in accordance with the Plan and the Liquidation Trust Agreement.

**2. DEFINITIONS**

**2.1 Capitalized Terms**

A capitalized term used but not defined herein shall have the meaning ascribed to it in the Plan or the Bankruptcy Code and such definitions are incorporated herein by reference.

**2.2 Defined Terms**

(a) “Claims Examiner” means Simone Lechuck and Jed Melnick of Melnick ADR, LLP.

(b) “Claimant” means a Holder of an Allowed Sexual Misconduct Claim.

**3. RULES OF INTERPRETATION AND GENERAL GUIDELINES**

**3.1 Sole and Exclusive Method With Respect to the Debtors and Former Representatives (other than Harvey Weinstein)**

The Plan and this protocol shall together be the sole and exclusive method by which a Claimant may seek monetary distribution on account of a Sexual Misconduct Claim against the Debtors and/or Former Representatives; provided, however, that after a Sexual Misconduct Claim is Allowed and liquidated in accordance with the procedures set forth herein, a Claimant shall have the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction.

Holders of Allowed Sexual Misconduct Claims who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Allowed Sexual Misconduct Claims in consideration of the release of their Sexual Misconduct Claims against the Released Parties.

Holders of Allowed Sexual Misconduct Claims who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims.

### 3.2 Conflict with Plan.

The terms of the confirmed Plan (as it may be amended) or the Confirmation Order shall prevail if there is any conflict between the terms of the Plan and the terms of this protocol.

### 3.3 Non-Compensatory Damages and Other Theories of Liability

In determining the distribution to any Claimant, punitive damages and damages that do not compensate the Claimant shall not be considered or allowed, even if these damages could have been considered or allowed under applicable non-bankruptcy law. While punitive damages may be a tool for punishing behavior and deterring future similar behavior, taking potential punitive and similar damages into account in the context of a limit pool settlement would increase administrative costs and burdens and likely would benefit some Claimants to the detriment of other Claimants.

### 3.4 Withdrawal of Claims

A Claimant can irrevocably withdraw a Sexual Misconduct Claim at any time upon written notice to the Claims Administrator. If a Claimant irrevocably withdraws a Sexual Misconduct Claim, the Claimant shall forever be barred, estopped, and enjoined from asserting such Sexual Misconduct Claim against each of the Debtors and the Released Parties and their respective property (or filing a subsequent proof of claim with respect thereto), and each of the Debtors, the Former Representatives, and their respective chapter 11 estates (as applicable), successors, and property shall be forever discharged from any and all indebtedness or liability with respect to or arising from such Sexual Misconduct Claim.

### 3.5 Res Judicata Effect

The Claims Examiner's determination with respect to a Sexual Misconduct Claim shall have no preclusive, res judicata, judicial estoppel, or similar effect outside of the Chapter 11 Cases as to any third party and, accordingly, the Claims Examiner's determination may not be used by or against any Claimant or Harvey Weinstein or any other third party in any other matter, case, or proceeding.

The Claims Examiner's determination and information or documents related thereto with respect to a Sexual Misconduct Claim (i) shall not be offered, introduced, admitted, referenced, discussed or otherwise disclosed to the judge, jury (any mediator(s) or arbitrator(s)) or any other finder of fact in any non-bankruptcy lawsuit or proceeding concerning any Non-Released Claim for any reason, except by a Released Party if necessary to prove entitlement to a credit against any amounts owed in connection with a judgment, award, decree or other order with respect to any such Non-Released Claim against any of the Released Parties, (ii) shall not have, and shall not be argued by a Holder of Non-Released Claims to have, preclusive, binding, res judicata, estoppel, or preemptive effect of any kind whatsoever with respect to the amount of any such Holder's Non-Released Claims, and (iii) shall not constitute an adjudication, judgment, trial, hearing

on the merits, settlement, resolution of or otherwise establish any parties' liability or obligation for any Non-Released Claims.

### 3.6 Confidentiality and Privilege

All information that the Claims Examiner receives from any source about any Sexual Misconduct Claim, including all documents submitted in support of a Sexual Misconduct Claim (e.g., medical records), shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Claimant (or such Claimant's counsel of record). All information that the Claims Examiner receives from any Claimant (including from counsel to such Claimant) shall be subject to a mediation privilege and receipt of such information by the Claims Examiner shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

## 4. SEXUAL MISCONDUCT CLAIMS EXAMINER

Simone Lechuck and Jed Melnick of Melnick ADR, LLP has been appointed as the Claims Examiner under the terms of this protocol and an order of the Bankruptcy Court. The Claims Examiner shall conduct a review of each of the Sexual Misconduct Claims and, according to the guidelines set forth in section 5 below, make determinations upon which individual monetary distributions will be made subject to the Plan. The Claims Examiner's review as to each Claimant shall be final, subject only to: (1) reconsideration and judicial review as set forth in section 8 below; and (2) the option to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction as set forth in section 9 below.

## 5. PROCEDURE FOR ALLOCATION AMONG ALLOWED SEXUAL MISCONDUCT CLAIMS

### 5.1 Proof of Sexual Misconduct Claim

As set forth in the Plan, upon the Effective Date of the Plan, the Debtors shall serve each person that filed a proof of claim asserting a Sexual Misconduct Claim with a long form proof of claim (the "Long Form Proof of Claim"). Holders of Sexual Misconduct Claims must submit the Long Form Proof of Claim to the Claims Examiner within 60 days following the Effective Date of the Plan.

The Claims Examiner shall consider all of the facts and evidence presented by the Claimant in the Claimant's filed Long Form Proof of Claim.

By a date to be established by the Claims Examiner and upon written request by a Claimant or such Claimant's counsel of record, the Claims Examiner may interview any Claimant; provided that any face to face interview shall be conducted by video conference.

## 5.2 Guidelines for Allocation for Allowed Sexual Misconduct Claims

### (a) Initial Evaluation

Each Sexual Misconduct Claim will be evaluated by the Claims Examiner. Before making a final determination regarding a particular Sexual Misconduct Claim, the Claims Examiner shall consider the degree to which the Claimant has proven by a preponderance of the evidence that the sexual misconduct was perpetrated by Harvey Weinstein. The Claims Examiner will evaluate all evidence provided by the Claimant or otherwise available to the Claims Examiner that may enhance or diminish the overall reliability of any asserted Sexual Misconduct Claims.

The Long Form Proof of Claim shall require Claimants to disclose whether such Claimant previously entered into a settlement agreement or executed a release of liability with any of the Released Parties and/or Harvey Weinstein relating to the Sexual Misconduct Claim, the date of the settlement or release, and to provide a copy of such agreement upon request of the Claims Examiner on a confidential basis. Claimants who previously entered a settlement agreement or release of liability with any Released Party and/or Harvey Weinstein relating to a Sexual Misconduct Claim may only recover for conduct that occurred after the date of the settlement or release of liability; provided, however, releases contained in ordinary course of business employment separation agreements shall not be a basis to disallow a Sexual Misconduct Claim.

### (b) Evaluation Factors

The Claims Examiner will review a Claimant's Long Form Proof of Claim and any accompanying evidence according to the guidelines below (the "Point Guidelines"). The Point Guidelines are illustrative of the various types and impacts of conduct, but are not meant to be a complete or conclusive description of all possible fact patterns for which the Claims Examiner may assign points. In evaluating a Claim, the Claims Examiner shall consider the totality of the circumstances of the Sexual Misconduct Claim. The Claims Examiner will also consider the likelihood that the Claimant would have been able to prove such Claimant's claims in court, including the application of relevant statutes of limitation and any other relevant considerations. The fact that a claim may be time-barred under the relevant statute of limitations shall not be used as a total bar to recovery on the Sexual Misconduct Claim.

The Claims Examiner will determine a Point Award in accordance with the Point Guidelines. The total number of points for which a Claimant may qualify is 100 points.

<u>NATURE OF PHYSICAL SEXUAL MISCONDUCT CLAIM</u> <u>MAXIMUM 60 POINTS</u>		
<u>No.</u>	<u>Factor</u>	<u>Examples</u>
1.	<u>Type of alleged conduct</u>	<u>Unwanted penetration of any kind, including oral, anal, or vaginal.</u>  <u>Unwanted sexualized touching, such as being touched by Harvey Weinstein, being coerced or forced to touch Harvey Weinstein,</u>

		<p><u>or forced or coerced to masturbate in front of Harvey Weinstein.</u></p> <p><u>Indecent exposure, such as being exposed to Harvey Weinstein's nudity, partial nudity, or to him masturbating, or being forced or coerced by Harvey Weinstein to remove clothing to expose breast(s), buttocks, or genitals.</u></p>
2.	<u>Frequency and duration</u>	<u>Number of physical encounters.</u>
3.	<u>Direct physical injury</u>	
4.	<u>Control of environment</u>	<p><u>Imprisonment whereby Claimant was physically prevented from leaving the environment, such as being locked in a room in an enclosed space without an easy form of exit (e.g., an airplane or a hotel room); and/or the Claimant was transported to a location at Harvey Weinstein's direction or invitation and then prevented from leaving. Other examples include being physically restrained by Harvey Weinstein or an attempted or actual sexual assault forced the Claimant to lock herself into a room.</u></p>
<p align="center"><u>NATURE OF NON-PHYSICAL SEXUAL MISCONDUCT CLAIM</u></p> <p align="center"><u>MAXIMUM 30 POINTS</u></p>		
<u>No.</u>	<u>Factor</u>	<u>Examples</u>
5.	<u>Stalking</u>	<p><u>Repeated contact by or communication from Harvey Weinstein (e.g., in-person, via text messages, email, or phone, or through intermediaries) after declining, avoiding, or expressing reluctance to communicate or meet with Harvey Weinstein.</u></p> <p><u>Unplanned, unannounced, or otherwise unwelcome visits by Harvey Weinstein at Claimant's residence, lodging, or workplace.</u></p> <p><u>Claimant was followed, investigated, or otherwise targeted by private investigators retained by or on behalf of Harvey Weinstein.</u></p>
6.	<u>Type of non-physical sexual misconduct</u>	<p><u>Verbal sexual harassment may include being asked, explicitly or by implication, to engage in sexual acts or sexual conduct, being subjected to comments about a person's physical attractiveness, being called or exposed to gendered epithets, being subjected to insults based on sex stereotypes (i.e., comments like women are only good for getting married and having children, derogatory comments about menstruation, etc.)</u></p> <p><u>Employment or professional opportunity conditioned on performing gendered personal tasks for Harvey Weinstein outside of and in addition to the Claimant's profession, including those tasks that involved exposure to Harvey Weinstein's sexual encounters (such as obtaining or having to store or otherwise handle penile dysfunction medication for Harvey Weinstein or cleaning rooms following Harvey Weinstein's sexual encounters).</u></p>
7.	<u>Frequency and duration</u>	<u>Number of occurrences, including whether Claimant was employed by the Debtors.</u>
8.	<u>Employment retaliation</u>	<u>Unfavorable employment terms or denial of professional</u>

		<u>opportunity after the Claimant complained, whether in writing or orally, about Harvey Weinstein's sexual misconduct, sexual harassment, and/or sexual discrimination to Harvey Weinstein or others in the workplace, including human resources personnel.</u>
<b>IMPACT OF SEXUAL MISCONDUCT MAXIMUM 10 POINTS</b>		
<u>No.</u>	<u>Factor</u>	<u>Examples</u>
9.	<u>Emotional distress</u>	<u>Mental health problems and other emotional trauma, whether or not diagnosed or treated, including: paranoia, depression, substance abuse, suicide attempt or suicidal ideation, self-harm, anxiety, flashbacks, post-traumatic stress disorder, damage to personal or familial relationships, and difficulty in obtaining or maintaining employment due to mental or emotional condition resulting from incident(s).</u>
10.	<u>Economic harm</u>	<u>Economic harm including monetary loss attributable to retaliation, termination, or denial of professional opportunity by Harvey Weinstein for resisting or refusing to acquiesce to Harvey Weinstein's sexual conduct or demands or for complaining about such conduct or demands.</u>
<b>ADJUSTMENTS TO POINT AWARDS MAXIMUM +/- 20 POINTS (UP TO A MAXIMUM OF 100 TOTAL POINTS)</b>		
<u>No.</u>	<u>Factor</u>	<u>Examples</u>
11.	<u>Age</u>	<u>Age of claimant at time of abuse.</u>
12.	<u>Litigation</u>	<u>What was the outcome of prior litigation? What is the current status of pending litigation?</u>
13.	<u>Corroborating evidence</u>	
14.	<u>Time and location of abuse</u>	<u>What is the statute of limitations in the applicable jurisdiction? Are there any limits on compensatory damages in the applicable jurisdiction?</u>

### **5.3 Joint or Several Liability Issues Not Applicable**

The primary function of the Sexual Misconduct Claim evaluation is to facilitate the fair and equitable division of the proceeds of this settlement among the various Claimants. Accordingly, there will be no consideration of joint or several liability issues vis-à-vis non-Debtor individuals or entities that may potentially be liable for the Sexual Misconduct Claim.

### **6. MINIMUM DISTRIBUTION**

Notwithstanding anything to the contrary herein or in the Plan, every holder of an Allowed Sexual Misconduct Claim shall receive a distribution of at least \$7,500. The Claims Examiner, however, shall have the discretion to apply downward adjustments to the minimum distribution amount based on the total number of Sexual Misconduct Claims.

### **7. MONETARY DISTRIBUTION**

Once the Claims Examiner determines each Claimant's Point Award, the Claims Administrator shall then calculate the value of each Point Award. Each Claimant's Point

Award value will be determined by dividing (x) the total amount of dollars in the Sexual Misconduct Claims Fund (approximately \$17 million) by (y) the total number of points among all of the Point Awards, the result of which will be the value of one point (the "Point Value"). The Claims Administrator will then multiply the Point Value by each Claimant's Point Award to calculate the Liquidated Value of the Claimant's Sexual Misconduct Claims. By way of example, if there are 100 claimants, with Point Awards totaling 7,500 points and a total settlement fund of \$17 million, each point would be valued at \$2,266.67 and a Claimant with 75 points would be allocated \$170,000. Claimants who receive a Point Award of zero points shall not be eligible to receive any monetary distribution, provided, however, such Claimants may seek reconsideration of their Point Award pursuant to the process set forth in Section 9 below.

At the conclusion of the claims determination process, as set forth in Section 8 below, the Claims Administrator shall make a monetary distribution to Holders of Allowed Sexual Misconduct Claims in accordance the written payment instructions provided to the Claims Administrator on the Long Form Proof of Claim. Although the Claims Administrator is authorized to make interim distributions, the final monetary distribution will depend on (a) the number of Electing Judicial Claimants (defined below) and (b) the conclusion of all Final Judicial Determinations (defined below).

The Plan Proponents anticipate that an interim distribution will be made within approximately 7 months from the Effective Date of the Plan.

## 8. NOTICE OF SEXUAL MISCONDUCT CLAIMS DETERMINATION

### 8.1 Claim Determination

After the Claims Examiner has fully evaluated all Sexual Misconduct Claims and the Claims Administrator has calculated the Liquidated Value of each Claimant's Sexual Misconduct Claims, the Claims Administrator shall notify each Claimant in writing (the "Determination Notice") of their Point Award and the estimated Liquidated Value with respect to their Sexual Misconduct Claims (the "Claims Determination").

The Claims Administrator shall mail the Determination Notice to the Claimant or such Claimant's counsel of record, or in the case of unrepresented parties, to the last address based on the Claimant's filed proof of claim. Upon mailing of a Claimant's Determination Notice where such Claimant is issued a Point Award of one or more points, such mailing shall constitute a withdrawal of the Settlement Parties' objections to such Claimant's Sexual Misconduct Claims (if any) and such Claimant's Sexual Misconduct Claims shall be deemed Allowed Sexual Misconduct Claims.

If a Claimant receives a Point Award of zero points and is therefore ineligible for monetary distribution, the Claims Determination will explain the reason(s) for such Point Award. Upon mailing of a Claimant's Determination Notice where such Claimant is issued a Point Award of zero points, such mailing shall constitute an objection to the allowance of such Claimant's Sexual Misconduct Claims. If such Claimant fails to seek reconsideration



as set forth in Section 8.2 below, such Claimant's Sexual Misconduct Claims shall be deemed Disallowed Sexual Misconduct Claims.

## **8.2 Reconsideration**

The Determination Notice shall be final and non-appealable unless the Claimant makes a timely request for the Point Award to be reconsidered by the Claims Examiner. The Claimant may request reconsideration of the Point Award by delivering a written request for reconsideration to the Claims Examiner within 14 calendar days after the date of mailing of the Determination Notice. The Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request upon a showing that such additional information was not previously available or was not previously provided to the Claims Examiner. If a Claimant fails to request reconsideration within 14 calendar days after the date of mailing of the Determination Notice, the Claims Examiner's determination shall become final and non-appealable, provided, however, a Claimant shall have the option to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction in accordance with section 9 below.

If a Claimant makes a timely request for reconsideration, after reconsideration of the Claims Determination by the Claims Examiner, the Claims Administrator will issue a notice (a "Reconsideration Notice") of the outcome of its decision (the "Final Claims Determination"). If the Claimant accepts the Final Claims Determination, such Final Claims Determination shall be final and non-appealable; provided, however, a Claimant shall have the option to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in a court of competent jurisdiction in accordance with section 9 below.

## **8.3 Judicial Review of Point Award**

Claimants that reject the Final Claims Determination may appeal the Final Claims Determination to the District Court.<sup>8</sup>

Election of Judicial Review. Within 14 days after a Claimant receives a Reconsideration Notice (the "Election Deadline"), such Claimant must (i) notify the Claims Administrator of the Claimant's intent to seek judicial review of Final Claims Determination ("Judicial Review") by submitting a written notice to the Claim Administrator (a "Judicial Review Election Notice") and (ii) file a copy of such Judicial Review Election Notice with the District Court. Claimants who fail to submit and file a Judicial Review Election Notice by the Election Deadline shall be deemed to accept the Final Claims Determination, and such Final Claims Determination shall become final, binding, non-appealable and not subject to review by any Court.

Claimants who submit and file a Judicial Review Election Notice by the Election Deadline ("Electing Judicial Claimants") shall have no right to receive any distribution from the Sexual Misconduct Claims Fund absent the issuance of an order or judgment of the District

<sup>8</sup> Nothing in these procedures shall be deemed a waiver or modification of a Claimant's right to a trial by jury.

Court confirming or revising the Point Award for such Claimant's Sexual Misconduct Claims that are no longer subject to appeal and for which no appeal is pending (a "Final Judicial Determination").

Limited Scope of Judicial Review. The Judicial Review shall be limited to the Final Claims Determination and the Point Award thereunder; provided, however, the District Court shall have plenary review of the Final Claims Determination and Point Award thereunder. The maximum points that the District Court may award on account of a Sexual Misconduct Claim is 100 points.

Recovery Limited to Final Judicial Determination. To the extent that a Claimant's Final Judicial Determination with respect to such Claimant's Sexual Misconduct Claims results in a Point Award that is more or less than the Point Award in the Final Claims Determination, the Claimant will receive payment from the Sexual Misconduct Claims Fund that will be based on the Point Award of the Final Judicial Determination.

Consolidation of Judicial Reviews. Subject to notice and a hearing and at the discretion of the District Court, all judicial review proceedings elected pursuant to this Section 8.3 may be heard and determined in one or more consolidated proceedings to the extent practicable, in a manner acceptable to the District Court, and in accordance with applicable law.

Attorneys' Fees and Expenses. Electing Judicial Claimants shall be required to pay their own attorneys' fees and expenses in connection with the Judicial Review. The Plan Proponents have structured these Sexual Misconduct Claims Resolution Procedures in a manner that is intended to reduce administrative costs and attorneys' fees attendant to administering the Sexual Misconduct Claims Fund including, but not limited to, retaining the Claims Examiner and Claims Administrator in a pro bono capacity, which thereby maximizes the amount of funds available for distribution to Claimants. The Judicial Review process is included for the benefit of all Claimants and to comport with applicable law. Accordingly, all attorney's fees and expenses of the Claims Administrator and/or Claims Examiner in connection with the Judicial Review shall be paid from the Sexual Misconduct Claims Fund. To the extent there are pending Judicial Reviews at the time of any interim distribution from the Sexual Misconduct Claims Fund, the Claims Administrator shall create a reserve for its expected attorney's fees and expenses related to such Judicial Reviews.

## **9. ELECTION TO RELEASE HARVEY WEINSTEIN**

Upon the later of (i) the Claims Determination; (ii) a Final Claims Determination; or (ii) a Final Judicial Determination, the Claims Administrator shall provide each Claimant with the option to release Harvey Weinstein or to not release Harvey Weinstein and pursue an action against him (but not any Released Party) in another court of competent jurisdiction (including the right to a jury trial) (the "Election Notice"). The Election Notice shall include the estimated minimum Liquidated Value of a Claimant's Allowed Sexual Misconduct Claims.

Claimants who do not affirmatively elect to release Harvey Weinstein shall receive 25% of the Liquidated Value of their Allowed Sexual Misconduct Claims in consideration of the release of their Sexual Misconduct Claims against the Released Parties (except the Insurance Companies as it relates to such Claimant's Sexual Misconduct Claims against Harvey Weinstein).

Claimants who affirmatively elect to release Harvey Weinstein shall receive the full Liquidated Value of their Sexual Misconduct Claims in consideration of the release of their Sexual Misconduct Claims against the Released Parties and Harvey Weinstein.

Claimants must return the Election Notice to the Claims Administrator within 14 calendar days after the date of mailing of the Election Notice. If a Claimant does not affirmatively elect to release Harvey Weinstein (a "Non-Releasing Claimant"), such Non-Releasing Claimant shall receive 25% of the Liquidated Value of its Allowed Sexual Misconduct Claims and pursue an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction.

For each Non-Releasing Claimant, the remaining 75% of the Liquidated Value of their Allowed Sexual Misconduct Claim shall be allocated to a reversionary fund for the benefit of the Insurance Companies.

#### 10. ELECTION TO IMMEDIATELY PURSUE HARVEY WEINSTEIN

Notwithstanding anything to the contrary contained herein, a Claimant may, upon a preliminary showing of a valid Sexual Misconduct Claim, elect on the Long Form Proof of Claim to receive the minimum distribution amount (\$7,500), waive all further rights with respect to the Sexual Misconduct Claims Fund, and immediately pursue an action against Harvey Weinstein (but not any Released Party) in another court of competent jurisdiction.

EXHIBIT D

COVERAGE DISPUTE LETTERS