

Arbitration Award Summaries

(Listed in chronological order of the date of issuance of the Final Award)

No. 16-13 – Award issued on January 20, 2017

Claimant: *Wild Bunch, S.A.* (Licensor)
Respondent: *Central Partnership, LLC* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: James W. Coupe, Esq.

The Final Award ordered Respondent to pay to Claimant the minimum guarantee due under the Deal Memorandum. Respondent retained rights to Picture as provided in Memorandum if payment made within fourteen (14) days. Respondent's counterclaim for breach of contract was denied.

No. 16-16 – Award issued on January 22, 2017

Claimant: *Wild Bunch, S.A.* (Licensor)
Respondent: *Entertainment One Films Canada, Inc.* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Timothy Lowman (licensed attorney in Canada)

The Final Award ordered Respondent to pay to Claimant the minimum guarantee due under the Distribution Agreement. The Award also found that Claimant breached the Release Requirement under the Agreement and Respondent was entitled to release the Picture and assert mitigation under its counterclaim.

No. 16-59 – Award issued on January 25, 2017

Claimant: *National Bank of Canada* (Licensor)
Respondent: *Sookie Pictures* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Lawrence P. Mortorff, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the minimum guarantee due under the Distribution Agreement and Notice of Assignment, and all rights under the Agreement were terminated.

No. 16-58 – Award issued on February 2, 2017

Claimant: *National Bank of Canada* (Licensor)
Respondent: *Antenna Entertainment SDN BHD* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Mark Fleischer, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the delivery payment due under the Notice of Assignment.

No. 17-01 – Award issued on April 11, 2017

Claimant: *IM Global, LLC* (Licensor)
Respondent: *Tianjin North Film Corporation* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Michael R. Blaha, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the “rights” payment due under the Distribution Agreement, and the Agreement and all rights thereunder were terminated.

No. 16-15 – Award issued on April 21, 2017

Claimant: *Studio Canal Pty Limited* (Distributor)
Respondents: *IF Entertainment, LLC, Fallen Holdings, LLC and Lotus Media* (Licensors)
Principals at the time Final Award issued: Unknown
Arbitrator: Eve H. Wagner, Esq.

The Final Award found that Respondents breached the Distribution Agreement by their failure to provide Notice of Delivery and release Picture theatrically. The Respondents were ordered to return the minimum guarantee paid and the Agreement was terminated. It further found that Respondents must pay, defend and hold Claimant harmless from and against any obligations owed or alleged to be owed by Claimant to other parties under the Notice of Assignment and the Guarantee remained in effect.

No. 17-02 – Award issued on April 27, 2017

Claimant: *FSOJ International, LLC* (Licensor)
Respondent: *Tianjin North Film Corporation* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Peter L. Kaufman, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the minimum guarantee payments due under the Deal Memorandum, and all rights under the Memorandum were terminated.

No. 17-04 – Award issued on May 11, 2017

Claimant: *Lions Gate Films Television International, a division of Lions Gate Television, Inc.* (Licensor)
Respondent: *FilmConfect AG* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: J. David Marks, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the minimum guarantee payment due under the Distribution Agreement for the television series at issue, but not for guarantees for subsequent seasons due after the Respondent breached the Agreement.

No. 16-78 – Award issued on May 19, 2017

Claimant: *Electric Turn Investments Limited* (Lender)
Respondent: *Avongard Products U.S.A., Ltd. d/b/a Hydraulx* (Borrower)
Principals at the time Final Award issued: Unknown
Arbitrator: Ronald M. Monitz, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to repay to Claimant monies due under the Bridge Loan Agreement, but found the Loan Facilitation Fee was usurious. The Award also found that all other rights and obligations with respect to the Picture to remain in effect.

No. 16-70 – Award issued on June 7, 2017

Claimant: *Sydon GmbH* (Producer)
Respondent: *Spotlight Pictures, LLC* (Sales Agent)
Principals at the time Final Award issued: Unknown
Arbitrator: Roy G. Rifkin, Esq.

The Final Award found that Respondent breached the Sales Agency Agreement and ordered it to pay to Claimant the revenue due, and all rights under the Agreement were terminated. Respondent's counterclaims were denied.

No. 17-10 – Award issued on June 14, 2017

Claimant: *AMBI Distribution Corp. under POA from Freeway Entertainment Kft.*
(Licensor)
Respondent: *Nouveau Films Co. Ltd.* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Mark Fleischer, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the delivery installment due under the Distribution Agreement.

No. 16-75 – Award issued on June 27, 2017

Claimant: *Harmony Gold, USA, Inc.* (Licensee)
Respondent: *Tatsunoko Production Co., Ltd.* (Licensor)
Principals at the time Final Award issued: Unknown
Arbitrator: Jack E. Freedman, Esq.

The Final Award found that Claimant did not breach the License Agreement and Operative Agreements, and did not infringe on Respondent's copyrights or trademarks when it produced derivative works of the Program. The Award also found Claimant had right to sublicense all Programs until expiration of the Agreements at which time Claimant's rights to Programs will revert to Respondent. Respondent shall have the right to cancel or option any existing agreements entered into by Claimant which extend beyond its Agreements with Respondent.

No. 16-67 – Award issued on June 30, 2017

Claimant: *Hilton Entertainment Group, LLC* (Licensee)
Respondent: *EntertainMe US, LLC* (Licensor)
Principals at the time Final Award issued: Unknown
Arbitrator: Greg Victoroff, Esq.

The Final Award found that Respondent breached the Distribution Agreements for failure to complete delivery of delivery materials and ordered Respondent to repay monies owed to Claimant. The Award also terminated Claimant's rights to sublicense the Videos at issue upon repayment, and all rights revert to Respondent.

No. 17-27 – Award issued on July 26, 2017

Claimant: *Voltage Pictures, LLC* (Licensor)
Respondent: *Barter Produzioni Multimediali Srl* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Dixon Q. Dern, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the minimum guarantee payments due under 17 Distribution Agreements. Pursuant to cross breach termination clauses, 28 additional Distribution Agreements, which were not in default, were also terminated and all rights reverted to Claimant.

No. 17-16 – Award issued on October 10, 2017

Claimant: *BOS Entertainment d/b/a The Exchange* (Licensor)
Respondent: *New World Distribution, Inc.* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Anat Levy, Esq.

The Final Award (issued after a prove-up in a default case) ordered Respondent to pay to Claimant the minimum guarantee payment due under the Distribution Agreement, and all rights under the Agreement were terminated.

No. 17-28 – Award issued on October 18, 2017

Claimant: *Mainsail, LLC* (Licensor)
Respondent: *A2 Distribuidora de Filmes* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Henry J. Silberberg, Esq.

The Final Award (issued after a prove-up in a default case) found Respondent breached the Distribution Agreement by distributing Pictures outside of licensed territory, and ordered it to pay damages to Claimant.

No. 17-31 – Award issued on November 11, 2017

Claimant: *Cinema Management Group, LLC* (Sales Agent)
Respondent: *Mili Pictures* (Producer)
Principals at the time Final Award issued: Unknown
Arbitrator: Jack E. Freedman, Esq.

The Final Award (issued after a prove-up in a default case) found Respondent breached the Sales Agency Agreement when it failed to produce and deliver the Picture, and altered the screenplay without Claimant's consent. The Award ordered Respondent to pay to Claimant a sum representing its commissions and recoupable expenses, and the Agreement was terminated.

No. 17-25 – Award issued on December 4, 2017

Claimant: *Retromedia Entertainment, Inc.* (Sales Agent)
Respondent: *Echo Bridge Acquisition Corp., LLC* (Producer)
Principals at the time Final Award issued: Unknown
Arbitrator: Martin Perlberger, Esq.

The Final Award found Claimant's Notice of Arbitration was not served on Respondent in accordance with the terms of the Distribution Agreement, and the claim was denied.

No. 17-07 – Award issued on December 6, 2017

Claimant: *Voltage Pictures, LLC / Dandelion Holdings, LLC* (Licensor)
Respondent: *Gulf Film, LLC* (Distributor)
Principals at the time Final Award issued: Unknown
Arbitrator: Hillary S. Bibicoff, Esq.

The Final Award found Respondent breached 11 Distribution Agreements and ordered it to pay to Claimant the minimum guarantees due under the Agreements. The Award also found that Claimant could terminate additional Distribution Agreements if the outstanding guarantees were not received within thirty (30) days of issuance of the Award.

No. 17-14 – Award issued on December 22, 2017

Claimant: *Prime Pictures, LLC* (Distributor)
Respondent: *Myriad Pictures, Inc.* (Licensor)
Principals at the time Final Award issued: Unknown
Arbitrator: Paul D. Supnik, Esq.

The Final Award found that although Claimant claimed that Respondent breached the Distribution Agreement when it failed to provide a replacement Picture or return the minimum guarantee, the Claimant did not pursue arbitration within a reasonable period and its equitable tolling argument was not applicable.