

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11
: :
AOG Entertainment, Inc., et al.,¹ : Case No. 16-11090 (SMB)
: :
Reorganized Debtors. : (Jointly Administered)
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**ORDER (I) AUTHORIZING ASSUMPTION OF AGREEMENT
WITH FREMANTLEMEDIA LIMITED AND FREMANTLEMEDIA NORTH
AMERICA, INC., AS AMENDED; AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the reorganized debtors in the above-captioned cases (collectively, the “**Debtors**”) for entry of an order, pursuant to section 365(a) of the Bankruptcy Code, Bankruptcy Rule 6006 and Local Bankruptcy Rule 6006-1, (a) authorizing the 19 Parties to assume, as applicable: (i) Agreement, dated July 6, 2001, between Pearson Television Operations BV, as predecessor-in-interest to FremantleMedia Limited, and 19 TV Limited (the “**2001 Agreement**”); (ii) Settlement Agreement, dated November 28, 2005, between FremantleMedia Limited and 19 TV Limited (the “**2005 Settlement**”); and (iii) Confidential Settlement Agreement and Mutual General Release, dated September 24, 2013, between Core Media Group, Inc., 19 TV Limited, 19 Entertainment Limited, 19 Recordings Limited, on the one hand, and FremantleMedia Limited and FremantleMedia North America, Inc. (collectively, “**Fremantle**”), on the other hand (the “**2013 Settlement**,” and together with the 2001 Agreement and the 2005 Settlement, the “**Fremantle Agreement**”), in each case as amended by the Amendment entered into as of January 11, 2017,

¹ A list of the Debtors in the chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number is attached as Exhibit A to Appendix I of the order confirming the Second Amended Joint Chapter 11 Plan of Reorganization for AOG Entertainment, Inc. and Its Affiliated Debtors [Docket No. 436] and at <http://www.kccllc.net/AOG>. The Debtors’ executive headquarters are located at 8560 West Sunset Boulevard, 8th Floor, West Hollywood, CA 90069.

² Capitalized terms used but not defined herein shall have the meaning ascribed such terms in the Motion.

between 19 TV Limited, 19 Entertainment Limited, 19 Recordings Limited, and with respect to certain aspects of the 2017 Amendment, NEG Operations, Inc. (collectively, the “**19 Parties**”), and with respect to certain aspects of the 2017 Amendment, NEG Parent LLC, NEG Holdings LLC, and Wilmington Trust, National Association, as administrative agent and collateral agent on behalf of the lenders party to the Debtors’ post-emergence credit facility, on the one hand, and Fremantle, on the other hand (the “**2017 Amendment**”); and (b) granting related relief; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Motion is necessary and is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that the relief requested is beneficial to the continued operation of the Debtors’ businesses and the preservation of the value of their assets; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, that:

1. ~~The Motion is granted.~~ [SMB: 2/15/17]

2. The 19 Parties are authorized to assume the Fremantle Agreement, as amended by the 2017 Amendment, with such assumption effective upon this Order having become final and non-appealable; provided that, notwithstanding the foregoing, nothing contained herein shall be construed to expand or otherwise alter NEG Operations, Inc.’s obligations under the Fremantle Agreement, as amended by the 2017 Amendment.

3. The requirements of section 365(b) of the Bankruptcy Code have been met, including the 19 Parties having provided adequate assurance that any monetary defaults due under the Fremantle Agreement as of the date of entry of this Order will be cured. To the extent that the 19 Parties and Fremantle cannot consensually resolve the Cure Amount, this Court shall

retain jurisdiction to hear and determine any dispute related thereto. Payment of the Cure Amount by the 19 Parties to Fremantle, including by means of setoff or recoupment against amounts owed by Fremantle to the 19 Parties, shall be in full and final satisfaction of any and all of the 19 Parties' prepetition obligations under the Fremantle Agreement, and the Claims shall be deemed automatically expunged without the need for further action by any of the Debtors.

4. The failure to describe specifically or include any particular provision of the Fremantle Agreement, in the Motion or this Order, shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Fremantle Agreement can only be assumed by the Debtors in their entirety.

5. The Fremantle Agreement and the 2017 Amendment are solely for the benefit of the parties thereto and no other person or entity shall be a third party beneficiary thereof. No entity shall have any right to seek or enforce specific performance of the Fremantle Agreement, other than the parties thereto.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice and the requirements of the Bankruptcy Rules and the Local Bankruptcy Rules are satisfied by such notice.

7. The stay set forth in Bankruptcy Rule 6004(h) shall be, and hereby is, waived and this Order shall take effect and be fully enforceable immediately upon execution hereof.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court shall retain jurisdiction to hear and determine all matters related to this Order and the implementation hereof.

Dated: February 15th, 2017
New York, New York

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

Deadline