UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **June 30, 2016**

Lions Gate Entertainment Corp.

(Exact name of registrant as specified in charter)

British Columbia, Canada
(State or Other Jurisdiction of Incorporation)

(Commission File Number) **1-14880** (IRS Employer Identification No.) **N/A**

(Address of principal executive offices)
250 Howe Street, 20th Floor
Vancouver, British Columbia V6C 3R8
and
2700 Colorado Avenue
Santa Monica, California 90404

Registrant's telephone number, including area code: **(877) 848-3866**

No Change
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☒ Written Communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

Agreement and Plan of Merger

On June 30, 2016, Lions Gate Entertainment Corp., a corporation organized and existing under the corporate laws of British Columbia ("Lions Gate") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Starz ("Starz"), a Delaware corporation, and Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Lions Gate ("Merger Sub"). The Merger Agreement provides that Merger Sub will merge with and into Starz, with Starz continuing as the surviving corporation and becoming an indirect wholly-owned subsidiary of Lions Gate (the "Merger").

The Merger Agreement provides that, in a reclassification (the "Reclassification") preceding the Merger, each existing common share, without par value, of Lions Gate ("Lions Gate Common Stock") will be split into (1) 0.5 shares of a newly issued class of voting shares, without par value, of Lions Gate (the "Lions Gate Voting Stock") and (2) 0.5 shares of a newly issued class of non-voting shares, without par value, of Lions Gate ("Lions Gate Non-Voting Stock"), subject to the terms and conditions of the Merger Agreement. Lions Gate intends not to consummate the Reclassification unless the Merger will be completed.

Following the Reclassification, pursuant to the Merger, (a) each share of Starz Series A common stock, par value $0.01 (the "Starz Series A Common Stock"), will be converted into the right to receive (1) $18.00 in cash and (2) 0.6784 of a share of Lions Gate Non-Voting Stock, and (b) each share of Starz Series B common stock, par value $0.01 (the "Starz Series B Common Stock"), will be converted into the right to receive (1) $7.26 in cash, (2) 0.6321 of a share of Lions Gate Non-Voting Stock and (3) 0.6321 of a share of Lions Gate Voting Stock, in each case, subject to the terms and conditions of the Merger Agreement.

As a result of the Merger, the outstanding equity awards relating to Starz Series A Common Stock will be converted into corresponding awards relating to shares of Lions Gate Non-Voting Stock, after giving effect to appropriate adjustments to reflect the transactions contemplated by the Merger Agreement. The converted equity awards will remain subject to the same terms and conditions (including time- and performance-based vesting terms) as in effect prior to the closing of the Merger.

The closing of the Merger is contingent on (1) approval of the Merger Agreement by a majority of the voting power of the Starz Series A Common Stock stockholders and Starz Series B Common Stock stockholders voting together, (2) approval of the Reclassification by a two-thirds majority of the shares of Lions Gate Common Stock voting on the Reclassification, (3) approval of the issuance of Lions Gate Non-Voting Stock and Lions Gate Voting Stock in the Merger (the " Stock Issuance") by a majority of the shares of Lions Gate Common Stock voting on such issuance, (4) completion of the Reclassification, (5) expiration of the waiting period under the Hart-Scott-Rodino Act, (6) receipt of German antitrust approval, (7) receipt of FCC approval, (8) the registration of the shares of the Lions Gate Non-Voting Stock and Lions Gate Voting Stock being issued to holders of Starz Series A Common Stock and Starz Series B Common Stock in the Merger, (9) authorization of the Lions Gate Voting Stock and the Lions Gate Non-Voting Stock for listing on the New York Stock Exchange and (10) other customary closing conditions.

The Merger Agreement contains customary representations and warranties by each party. Lions Gate and Starz have also agreed to various customary covenants and agreements, including, among others, to conduct their business in the ordinary course consistent with past practice during the period between the execution of the Merger Agreement and the closing of the Merger.

Pursuant to the Merger Agreement, Starz and Lions Gate may not solicit alternative transaction proposals, unless their respective board of directors receives a bona fide alternative transaction proposal that did not

result from a material breach of such party's non-solicitation obligations and which such party's board of directors determines to be, or to be reasonably likely to lead to, a superior proposal, and failure to take such action would reasonably be likely to violate the directors' fiduciary duties, subject to the terms and conditions of the Merger Agreement.

The Merger Agreement contains certain termination rights for Lions Gate and Starz. The Merger Agreement can be terminated by either party (1) by mutual written consent; (2) if the Merger has not been consummated by an outside date of December 31, 2016 (which either party may generally extend to March 31, 2017 if the only closing condition that has not been met is the condition related to the receipt of regulatory approvals); (3) if there is a permanent, non-appealable injunction or law restraining or prohibiting the consummation of the Merger; (4) if either party's stockholders fail to approve the transactions; (5) if the other party's board of directors changes its recommendation in favor of the transactions; (6) if the other party materially breaches its non-solicitation covenant; or (7) if the other party has breached its representations or covenants in a way that prevents satisfaction of a closing condition, subject to a cure period. The Merger Agreement can also be terminated by Starz (x) in order to enter into a superior transaction (subject to compliance with certain terms and conditions included in the Merger Agreement) or (y) if Lions Gate fails to consummate the Merger when otherwise required because of a failure to receive its debt financing.

Subject to the terms and conditions of the Merger Agreement, Starz will pay Lions Gate a termination fee of $150 million if (1) Starz terminates the Merger Agreement inorder to enter into a superior transaction (subject to compliance with certain terms and conditions included in the Merger Agreement), (2) Lions Gate terminates the Merger Agreement because Starz' board of directors changes its recommendation in favor of the transactions, (3) Lions Gate terminates the Merger Agreement because Starz materially breaches its non-solicitation covenant or (4) (a) an alternative transaction proposal is made to Starz, (b) thereafter the Merger Agreement is terminated (i) by either party for failure to consummate the Merger by the outside date (at such time as Starz' stockholders have failed to approve the transactions and such termination does not result in the payment of a termination fee by Lions Gate), (ii) by either party because Starz' stockholders fail to approve the transactions or (iii) by Lions Gate because Starz has breached its representations or covenants in a way that prevents satisfaction of a closing condition, subject to a cure period, and (c) within 18 months of such termination, Starz enters into or consummates an alternative transaction.

Subject to the terms and conditions of the Merger Agreement, Lions Gate will pay Starz (1) a termination fee of $150 million if either party terminates the Merger Agreement because Lions Gate's stockholders fail to approve the transactions, (2) a termination fee of $175 million if Starz terminates the Merger Agreement because Lions Gate's board of directors changes its recommendation in favor of the transactions or because Lions Gate materially breaches its non-solicitation covenant, (3) a termination fee of $250 million if Starz terminates the Merger Agreement because Lions Gate fails to consummate the Merger when it would otherwise be required because of a failure to receive the debt financing and (4) a termination fee of $175 million if (a) an alternative transaction proposal is made to Lions Gate, (b) thereafter the Merger Agreement is terminated (i) by either party for failure to consummate the Merger by the outside date (at such time as Lions Gate's stockholders have failed to approve the transactions and such termination does not result in the payment of a termination fee by Starz), (ii) by either party because Lions Gate's stockholders fail to approve the transactions or (iii) by Starz because Lions Gate has breached its representations or covenants in a way that prevents satisfaction of a closing condition, subject to a cure period, and (c) within 18 months of such termination, Lions Gate enters into or consummates an alternative transaction.

The board of directors of Lions Gate has approved and adopted the Merger Agreement and the transactions contemplated thereby and has agreed to recommend that the Lions Gate stockholders approve the Reclassification and Stock Issuance, subject to certain exceptions set forth in the Merger Agreement.

The board of directors of Starz has approved and adopted the Merger Agreement and the transactions contemplated thereby and has agreed to recommend that the Starz stockholders adopt the Merger, subject to certain exceptions set forth in the Merger Agreement.

The foregoing summary of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, which is filed as Exhibit 2.1 to this Form 8-K and is incorporated by reference herein.

The Merger Agreement and the above description have been included to provide investors and security holders with information regarding the terms of the Merger Agreement. They are not intended to provide any other factual information about Lions Gate, Merger Sub, Starz, or their respective subsidiaries or affiliates or equityholders. The representations, warranties and covenants contained in the Merger Agreement were made only for purposes of those agreements and as of specific dates; were solely for the benefit of the parties to the Merger Agreement; and may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made by each contracting party to the other for the purposes of allocating contractual risk between them that differ from those applicable to investors. Investors should be aware that the representations, warranties and covenants or any description thereof may not reflect the actual state of facts or condition of Lions Gate, Merger Sub, Starz or any of their respective subsidiaries, affiliates, businesses, or equityholders. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by Lions Gate.

Exchange Agreement

In connection with the Merger Agreement, on June 30, 2016, Lions Gate entered into a Stock Exchange Agreement (the "Exchange Agreement") with Merger Sub and the stockholders of Starz listed on Schedule I thereto (the "Exchange Stockholders"), pursuant to which, if the Merger Agreement is terminated (1) by Lions Gate because Starz' board of directors changes its recommendation in favor of the transactions, (2) by Starz in order to enter into a superior transaction or (3) by either party because Starz' stockholders fail to approve the transactions, then the Exchange Stockholders will sell to Merger Sub all shares of Starz Series B Common Stock held by the Exchange Stockholders (the "Starz Exchange Shares"), which as of June 30, 2016 constituted approximately 69.9% of the total voting power of the issued and outstanding shares of Starz Series B Common Stock, in exchange for per share consideration of $7.26 in cash and 1.2642 newly issued shares of Lions Gate Common Stock (the "Lions Gate Exchange Shares"). At the election of Dr. John C. Malone, or if Lions Gate should fail to receive the required stockholder approval to issue the Lions Gate Exchange Shares, the Exchange Stockholders will instead receive per share consideration of $36.30 in cash for each Starz Exchange Share. Lions Gate plans to seek such required stockholder approval at the same meeting where it will seek the required approvals pursuant to the Merger Agreement.

The Exchange Agreement is filed as Exhibit 10.1 to this Form 8-K and is incorporated by reference herein. The foregoing description of various terms of the Exchange Agreement is qualified in its entirety by reference to the Exchange Agreement.

Voting Agreements regarding Lions Gate Shares

In connection with the Merger Agreement, on June 30, 2016, Lions Gate, Starz and certain stockholders of Lions Gate entered into a series of Voting Agreements, with respect to such stockholders' shares of Lions Gate Common Stock (the "Liberty Voting Agreement," the "Discovery Voting Agreement," the "JM Voting Agreement ," and the "MHR Voting Agreement," and collectively the "Lions Gate Voting Agreements "). Pursuant to the Lions Gate Voting Agreements, the applicable stockholders of Lions Gate agreed, among other things and subject to certain conditions, to, at any meeting of stockholders of Lions Gate called to vote upon the Reclassification, Stock Issuance or the issuance of the Lions Gate Exchange Shares, vote all shares set forth on Schedule A thereto in favor of such transactions, and to vote against certain other matters, so long as such obligations had not terminated in accordance with the terms set forth therein. Under the Lions Gate Voting Agreements, Lions Gate agreed to indemnify the applicable stockholders of Lions Gate for losses relating to or arising out of the Lions Gate Voting Agreement, the Merger Agreement or the Exchange Agreement and, in the case of the MHR Voting Agreement, to pay up to $1.6 million in reasonable out-of-pocket expenses of the applicable stockholders.

The Lions Gate Voting Agreements are filed as Exhibits 10.2, 10.3, 10.4 and 10.5, respectively, to this Form 8-K and are incorporated by reference herein. The foregoing description of various terms of the Lions Gate Voting Agreements is qualified in its entirety by reference to the Lions Gate Voting Agreements.

Voting Agreement regarding Starz Shares

In connection with the Merger Agreement, on June 30, 2016, Lions Gate and Starz entered into a Voting Agreement with LG Leopard Canada LP, an Ontario limited partnership and indirect wholly owned subsidiary of Lions Gate, and the stockholders of Starz listed on Schedule A thereto (such stockholders the "Individual Stockholders" and together with LG Leopard Canada LP, the "Stockholders"), with respect to shares of Starz common stock (the "Starz Voting Agreement").

Pursuant to the Starz Voting Agreement, the Stockholders agreed, among other things and subject to certain conditions, to, at any meeting of stockholders of Starz called to vote upon the Merger, vote shares of Starz constituting an aggregate of 33.53% of the voting power of Starz common stock in favor of the Merger, and to vote the pro rata portion of the excess of such Stockholder's shares of Starz common stock over such 33.53% limit in proportion to the votes of all Starz stockholders voting other than the Stockholders. The Stockholders also agreed, until the earliest of, nine months following the termination of the Merger Agreement, certain terminations of the Exchange Agreement, or the later of consummation of the transactions contemplated by the Exchange Agreement or certain dates for the meeting or taking of action by the stockholders of Starz, to vote all shares of Starz owned by such Stockholders against any Alternative Company Transaction Proposal (as defined in the Merger Agreement) or any agreement relating thereto. Under the Starz Voting Agreement, Lions Gate agreed to pay up to $1.6 million in reasonable out-of-pocket expenses of the Individual Stockholders and to indemnify the Individual Stockholders for losses relating to or arising out of the Starz Voting Agreement, the Merger Agreement and the Exchange Agreement.

The Starz Voting Agreement is filed as Exhibit 10.6 to this Form 8-K and is incorporated by reference herein. The foregoing description of various terms of the Starz Voting Agreement is qualified in its entirety by reference to the Starz Voting Agreement.

Amendment to Voting and Standstill Agreement

In connection with the Merger Agreement, on June 30, 2016, the Voting and Standstill Agreement, dated as of November 10, 2015, among Lions Gate, Liberty Global plc, Discovery Lightning Investments Ltd. ("Discovery"), Dr. John C. Malone, MHR Fund Management, LLC ("Mammoth"), Liberty Global Incorporated Limited ("Liberty"), Discovery Communications, Inc. and the Mammoth Funds (as defined therein) was amended by the parties thereto (the "Amendment to Voting and Standstill Agreement") to provide, among other changes, that the limitations on Liberty, Discovery, and Dr. Malone would be amended to increase the voting cap to the greater of (a) 13.5% of the total voting power of Lions Gate and (b) if the Merger or the Exchange (as defined in the Exchange Agreement) occurs, the lesser of (x) 14.2% of the total voting power of Lions Gate and (y) the voting power held by Liberty, Discovery and Dr. Malone following consummation of the Merger or Exchange (as defined in the Exchange Agreement), and also to allow Liberty, Discovery, and Dr. Malone to acquire Lions Gate Non-Voting Stock as merger consideration pursuant to the Merger.

The Amendment to Voting and Standstill Agreement is filed as Exhibit 10.7 to this Form 8-K and is incorporated by reference herein. The foregoing description of various terms of the Amendment to Voting and Standstill Agreement is qualified in its entirety by reference to the Amendment to Voting and Standstill Agreement.

Amendment to Investor Rights Agreement

In connection with the Merger Agreement, on June 30, 2016, the parties entered into Amendment No. 1 to the Investor Rights Agreement ("Amendment No. 1 to Investor Rights Agreement"), which amends the Investor Rights Agreement, dated as of November 10, 2015 among Mammoth, Liberty, Discovery, Lions Gate, Liberty Global plc, Discovery Communications, Inc., and the affiliated funds of Mammoth party thereto, to, among other things, require Lions Gate to call a stockholder meeting in order to seek the approval of its stockholders for any issuance of New Issue Securities (as defined therein) to the Investors (as defined therein) pursuant to the pre-emptive rights granted in the Investor Rights Agreement, that occurs between the date of such stockholder meeting and the date that is five years following such meeting. Pursuant to Amendment No. 1 to Investor Rights Agreement, Mammoth, Liberty, Discovery, Liberty Global plc, Discovery Communications, Inc., and the affiliated funds of Mammoth party thereto have agreed to vote in favor of such approval, as has Dr. John C. Malone pursuant to the JM Voting Agreement. Lions Gate has agreed that it will not issue any New Issue Securities until it obtains stockholder approval for such issuance if stockholder approval would be required in order to give effect to the pre-emptive rights granted in the Investor Rights Agreement.

Amendment No. 1 to Investor Rights Agreement is filed as Exhibit 10.8 to this Form 8-K and is incorporated by reference herein. The foregoing description of various terms of Amendment No. 1 to Investor Rights Agreement is qualified in its entirety by reference to Amendment No. 1 to Investor Rights Agreement.

Commitment Letter

On June 27, 2016, Lions Gate entered into a commitment letter (the "Commitment Letter") with JPMorgan Chase Bank, N.A., Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch, and Deutsche Bank Securities Inc. (the " Commitment Parties"). The Commitment Letter provides for (i) a $1,900 million term loan B facility (the "Term B Facility"), (ii) a $1,000 million term loan A facility (the "Term A Facility"), (iii) a $1,000 million revolving credit facility (the "Revolving Facility" and, together with the Term A Facility and Term B Facility, the " First Lien Facilities")), (iv) a $520 million unsecured bridge facility (the "Bridge Facility") and (v) a $150 million unsecured funded bridge facility (the "Funded Bridge Facility" and, together with the First Lien Facilities and the Bridge Facility, the "Facilities").

The borrower under each of the Facilities will be Lions Gate. The Facilities will be guaranteed by substantially all of Lions Gate's wholly-owned restricted subsidiaries organized in Canada and the United

States, and may be guaranteed by certain other subsidiaries subject to customary exceptions. The First Lien Facilities will be secured by a lien on substantially all assets of the borrower and the guarantors, subject to customary exceptions. The Bridge Facility and the Funded Bridge Facility will be unsecured. The proceeds of the Facilities will be used, among other things, to repay or refinance existing indebtedness of Lions Gate and Starz and to pay the consideration for the acquisition of Starz.

Each of the Term A Facility and the Revolving Facility will mature on the date five years after the Closing Date, and the Term B Facility will mature on the date seven years after the Closing Date. The loans under the Term A Facility and Term B Facility will amortize as set forth in the Commitment Letter. To the extent not repaid prior to dates specified therein, the Bridge Facility and Funded Bridge Facility will be converted into extended term loans and/or exchange notes in accordance with the terms of the Commitment Letter.

The Commitment Letter provides that Lions Gate's borrowings under the First Lien Facilities will bear interest at a rate equal to LIBOR or ABR plus the applicable margin set forth in the Commitment Letter. The Bridge Facility and the Funded Bridge Facility will each bear interest at a rate equal to three-month LIBOR plus the applicable margin set forth in the Commitment Letter.

Each of the Facilities will contain representations and warranties, affirmative and negative covenants and events of default customary for facilities of this nature The closing of each of the Facilities is subject to certain conditions, including (i) the accuracy of certain representations and warranties, (ii) the absence of a specified material adverse effect having occurred with respect to Starz and its subsidiaries, (iii) the execution of satisfactory definitive documentation, and (iv) other customary closing conditions.

The Commitment Parties and their affiliates have various relationships with Lions Gate and its subsidiaries involving the provision of financial services, including investment banking, commercial banking and advisory services for which they receive customary fees and may do so in the future.

A copy of the Commitment Letter is included herein as Exhibit 10.9 and is incorporated herein by reference. The foregoing description of the Commitment Letter is qualified in its entirety by reference to the full text of the Commitment Letter.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of June 30, 2016, by and among Lions Gate, Starz, and Orion Arm Acquisition Inc.
10.1	Stock Exchange Agreement, dated as of June 30, 2016, by and among Lions Gate, Orion Arm Acquisition Inc., and the stockholders listed on Schedule 1 thereto
10.2	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, and (each as defined therein) Liberty Stockholder and Liberty Parent
10.3	Voting Agreement, dated as of June 30, 2016, by and among Lions

	Gate, Starz, and (each as defined therein) Discovery Stockholder and Discovery Parent
10.4	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, and and the stockholders listed on Schedule A thereto, including certain affiliates of John C. Malone
10.5	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, and the stockholders listed on Schedule A thereto, including certain affiliates of Mark H. Rachesky
10.6	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, LG Leopard Canada LP and the stockholders listed on Schedule A thereto
10.7	Amendment to Voting and Standstill Agreement, dated as of June 30, 2016, by and among Lions Gate, Liberty Global plc, Discovery, Dr. John C. Malone, MHR Fund Management, LLC, Liberty, Discovery Communications, Inc. and the Mammoth Funds (as defined therein)
10.8	Amendment No. 1 to Investor Rights Agreement, dated as of June 30, 2016, by and among Lions Gate, Mammoth, Liberty, Discovery, Liberty Global plc, Discovery Communications, Inc., and the affiliated funds of Mammoth party thereto.
10.9	Commitment Letter, dated as of June 27, 2016, among Lions Gate, and JPMorgan Chase Bank, N.A., Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch, and Deutsche Bank Securities Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 1, 2016

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

EXHIBIT INDEX

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10.3	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, and (each as defined therein) Discovery Stockholder and Discovery Parent
10.4	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, and the stockholders listed on Schedule A thereto, including certain affiliates of John C. Malone
10.5	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, and the stockholders listed on Schedule A thereto, including certain affiliates of Mark H. Rachesky
10.6	Voting Agreement, dated as of June 30, 2016, by and among Lions Gate, Starz, LG Leopard Canada LP and the stockholders listed on Schedule A thereto
10.7	Amendment to Voting and Standstill Agreement, dated as of June 30, 2016, by and among Lions Gate, Liberty Global plc, Discovery, Dr. John C. Malone, MHR Fund Management, LLC, Liberty, Discovery Communications, Inc. and the Mammoth Funds (as defined therein)
10.8	Amendment No 1. to Investor Rights Agreement, dated as of June 30, 2016, by and among Lions Gate, Mammoth, Liberty, Discovery, Liberty Global plc, Discovery Communications, Inc., and the affiliated funds of Mammoth party thereto.
10.9	Commitment Letter, dated as of June 27, 2016, among Lions Gate, and JPMorgan Chase Bank, N.A., Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch, and Deutsche Bank Securities Inc.

Exhibit 2.1

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

LIONS GATE ENTERTAINMENT CORP.,

ORION ARM ACQUISITION INC.,

and

STARZ

Dated as of June 30, 2016

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 30, 2016 by and among Lions Gate Entertainment Corp., a corporation organized and existing under the corporate laws of British Columbia ("Parent"), Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly owned Subsidiary of Parent ("Merger Sub"), and Starz, a Delaware corporation (the "Company").

RECITALS

WHEREAS, the parties intend that, subject to the terms and conditions hereinafter set forth, Merger Sub shall merge with and into the Company (the "Merger"), on the terms and subject to the conditions of this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL");

WHEREAS, the Boards of Directors of Parent and the Company each have determined that the Merger is advisable and in the best interests of their respective companies and stockholders, and accordingly have agreed to effect the Merger provided for herein upon the terms and subject to the conditions set forth herein;

WHEREAS, simultaneously with the execution and delivery of this Agreement, Parent and certain stockholders of the Company (the "Principal Company Stockholders") are entering into (i) a Voting Agreement (the "Principal Company Stockholders Voting Agreement ") with the Company and (ii) an Exchange Agreement, of which the Company is a third party beneficiary (the "Exchange Agreement"), pursuant to which the Principal Company Stockholders agree, among other things, to take specified actions in connection with the transactions contemplated hereby; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Company, certain stockholders of Parent and the other parties named therein (collectively, the "Principal Parent Stockholders") are entering into one or more Voting Agreements (the "Principal Parent Stockholder Voting Agreements " and collectively with the Principal Company Stockholders Voting Agreement, the Exchange Agreement and this Agreement, the " Transaction Documents") pursuant to which the Principal Parent Stockholders agree, among other things, to take specified actions in connection with the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

"2011 Incentive Plan" means the Company's 2011 Incentive Plan, as amended and restated as of October 15, 2013.

"2011 Nonemployee Director Incentive Plan" means the Company's 2011 Nonemployee Director Incentive Plan, as amended and restated as of October 15, 2013.

"2016 Capex Cap" has the meaning set forth in Section 5.1(a)(xii).

"2016 Incentive Plan" means the Company's 2016 Omnibus Incentive Plan, as adopted effective June 14, 2016.

"2016 Production Cap" has the meaning set forth in Section 5.1(a)(vi).

"2017 Production Cap" has the meaning set forth in Section 5.1(a)(vi).

"Action" means any claim, action, suit, proceeding, arbitration, mediation or investigation by or before any Governmental Authority.

"Adjusted Restricted Stock Award" has the meaning set forth in Section 2.8(d).

"Adjusted RSU Award" has the meaning set forth in Section 2.8(c).

"Adjusted Stock Option" has the meaning set forth in Section 2.8(b).

"Affiliate" means with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided that, except as otherwise specified in this Agreement, (i) none of the Specified Company Affiliates will be treated as Affiliates of the Company or Parent or any of their respective Subsidiaries or any of their respective Affiliates for any purpose hereunder and (ii) none of the Specified Parent Affiliates will be treated as Affiliates of Parent or any of its Subsidiaries or any of their respective Affiliates for any purpose hereunder.

"Affiliation Contract" means any affiliation, licensing, carriage distribution or similar Contract for the reproduction, performance, display, broadcast, telecast, exhibition and/or distribution of the (i) programming service(s) of the Company and/or its Subsidiaries, (ii) any programming included in and/or branded as such service(s) and/or (iii) any programming related to or derived from such programming (in each case, regardless of format (e.g., linear, video-on-demand) and regardless of business model (e.g., free-to-end-user, subscription, transactional)) by any MVPD or any other distributor of video content.

"AFM" means the American Federation of Musicians.

"AFTRA" means the American Federation of Television and Radio Artists.

"Agreement" has the meaning set forth in the Preamble.

"Alternative Company Transaction" means any of the following transactions: (a) any merger, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Company which would result in any Person owning twenty percent (20%) or more of the aggregate outstanding voting securities of the Company, (b) any direct or indirect acquisition or purchase, by any Person or group of Persons, in a single transaction or a series of related transactions, including by means of the acquisition of capital stock of any Subsidiary of the Company, of assets or properties that constitute twenty percent (20%) or more of the fair market value of the assets and properties of the Company and its Subsidiaries, taken as a whole, (c) any direct or indirect acquisition or purchase, in a single transaction, or series of related transactions, of twenty percent (20%) or more of the aggregate outstanding equity securities or voting power of the Company, or (d) any combination of the foregoing or other transaction having a similar effect to those described in clauses (a) through (c), in each case, other than the Merger and the transactions contemplated by the Transaction Documents.

"Alternative Company Transaction Proposal" means any offer, inquiry, proposal or indication of interest, written or oral (whether binding or non-binding and other than an offer, inquiry, proposal or indication of interest by Parent or an Affiliate of Parent), relating to an Alternative Company Transaction.

"Alternative Debt Financing" has the meaning set forth in Section 5.16(d).

"Alternative Parent Transaction" means any of the following transactions: (a) any merger, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Parent which would result in any Person owning twenty percent (20%) or more of the aggregate outstanding voting securities of Parent, (b) any direct or indirect acquisition or purchase, by any Person or group of Persons, in a single transaction or a series of related transactions, including by means of the acquisition of capital stock of any Subsidiary of Parent, of assets or properties that constitute twenty percent (20%) or more of the fair market value of the assets and properties of Parent and its Subsidiaries, taken as a whole, (c) any direct or indirect acquisition or purchase, in a single transaction, or series of related transactions, of twenty percent (20%) or more of the aggregate outstanding voting power of Parent, or (d) any combination of the foregoing or other transaction having a similar effect to those described in clauses (a) through (c), in each case, other than the Merger and the transactions contemplated by the Transaction Documents; provided that any sale of Parent Common Stock by any of the Specified Parent Affiliates or by such entities' Affiliates shall not be an Alternative Parent Transaction.

"Alternative Parent Transaction Proposal" means any offer, inquiry, proposal or indication of interest, written or oral (whether binding or non-binding and other than an offer, inquiry, proposal or indication of interest by the Company or an Affiliate of the Company), relating to an Alternative Parent Transaction.

"Blanket License" means blanket performing rights licenses for the exhibition of musical compositions, whether by broadcast, webcast, streaming video-on-demand, or other means of communication to the public, in the United States and its territories.

"Book Entry Shares" has the meaning set forth in Section 2.6(b)(iii).

"Broadcast Services" means the operations or services of the Company and its Subsidiaries which involve the exhibition of musical compositions, whether by broadcast, webcast, streaming video-on-demand, or other means of communication to the public.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banking institutions in New York City are authorized by Law or executive order to be closed.

"Canada Competition Act" means the *Competition Act* (Canada) and the regulations promulgated thereunder;

"Certificate" has the meaning set forth in Section 2.6(b)(iii).

"Certificate of Merger" means a certificate of merger, in such appropriate form as is determined by the parties and in accordance with the DGCL.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" has the meaning set forth in Section 2.4.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment Letter" has the meaning set forth in Section 4.16(a).

"Company" has the meaning set forth in the Preamble.

"Company Acquisition Agreement" has the meaning set forth in Section 5.2(d).

"Company Adverse Recommendation Change" has the meaning set forth in Section 5.2(d).

"Company Budget" means the annual operating budget of the Company for the year ending December 31, 2016, described on Section 1.1(a) of the Company Disclosure Letter.

"Company Bylaws" means the Amended and Restated Bylaws of the Company, dated as of May 2, 2013, as amended.

"Company Charter" means the Restated Certificate of Incorporation of the Company, dated as of June 12, 2013.

"Company Common Stock" means the Series A Common Stock and the Series B Common Stock.

"Company Credit Agreement" has the meaning set forth in Section 5.1(a)(vii).

"Company Data" has the meaning set forth in Section 3.14(b).

"Company Disclosure Letter" means the disclosure letter delivered by the Company to Parent concurrently with the execution of this Agreement.

"Company Employees" has the meaning set forth in Section 5.11(a).

"Company Equity Awards" means the Company Stock Options, the Company Restricted Stock and the Company RSUs.

"Company Financial Statements" has the meaning set forth in Section 3.6(b).

"Company Intellectual Property" means the Non-Owned Intellectual Property together with the Owned Intellectual Property.

"Company Intervening Event" means any event, occurrence, fact, condition, change, development or effect occurring or arising after the date of this Agreement that (i) was not known, or reasonably foreseeable (or the material consequences of which were not known or reasonably foreseeable), to the Board of Directors of the Company as of or prior to the date of this Agreement and did not result from a breach of this Agreement by the Company and (ii) does not relate to or involve an Alternative Company Transaction; provided, however, that (A) any change in the price or trading volume of Company Common Stock or Parent Common Stock and (B) the Company or Parent meeting, failing to meet or exceeding published or unpublished revenue or earnings projections, in each case, shall not be taken into account for purposes of determining whether a Company Intervening Event has occurred (provided that for each of the changes or events described in clauses (A) and (B), the events, occurrences, facts, conditions, changes, developments or effects giving rise to or contributing to either such change or event may, to the extent satisfying the portion of this definition preceding this proviso, be taken into account in determining whether a Company Intervening Event has occurred); provided, further, that events, occurrences, facts, conditions, changes, developments or effects relating to or arising out of the events set forth on Section 1.1(b) of the Company Disclosure Letter shall not be taken into account for purposes of determining whether a Company Intervening Event has occurred.

"Company IT Systems" has the meaning set forth in Section 3.14(a).

"Company Material Adverse Effect" means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (A) is materially adverse to the business, assets, properties, liabilities, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed in and of themselves, either alone or in combination, to constitute, nor shall any of the following be taken into account (in either case, after giving effect to any event, occurrence, fact, condition, change, development or effect resulting therefrom) in determining whether there has been or will be, a Company Material Adverse Effect: (a) general economic conditions attributable to the U.S. economy or financial or credit markets, or changes therein (including changes in prevailing interest rates, credit availability and liquidity, currency exchange rates, price levels or trading volumes in the United States or foreign securities markets), (b) general political conditions or changes therein (including any changes arising out of acts of terrorism or war, weather conditions or other force majeure events), (c) financial or security market fluctuations or conditions, (d) changes in, or events affecting, the industries in

which the Company and its Subsidiaries operate, (e) any effect arising out of a change in GAAP or applicable Law, (f) (1) the announcement, pendency or consummation of the transactions contemplated by this Agreement, (2) any actions required by this Agreement or, if the Company has requested in writing the consent of Parent to take a specified action that is expressly prohibited by this Agreement and Parent unreasonably withholds its consent thereto, the failure to take such action, or (3) any action taken at the prior written request of Parent (provided that, for purposes of Sections 3.5(a) and 3.5(b), events, occurrences, facts, conditions, changes, developments or effects described in subclauses (1) and (2) of this clause (f) shall not be excluded in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur), (g) any changes in the price or trading volume of the Company Common Stock (provided that the events, occurrences, facts, conditions, changes, developments or effects giving rise to or contributing to such change may be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur) or (h) any failure by the Company to meet published or unpublished revenue or earning projections (provided that the events, occurrences, facts, conditions, changes, developments or effects giving rise to or contributing to such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur); provided that in the cases of clauses (a) through (e), any such event, occurrence, fact, condition, change, development or effect which disproportionately affects the Company and its Subsidiaries relative to other participants in the industries in which the Company or its Subsidiaries operate shall not be excluded from the determination of whether there has been a Company Material Adverse Effect, or (B) prevents or materially impairs or delays the ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated hereby or would reasonably be expected to do so.

"Company Material Contract" has the meaning set forth in Section 3.17(a).

"Company Note Offers and Consent Solicitations" has the meaning set forth in Section 5.18(a).

"Company Notes" means the Company's 5.0% Senior Notes due 2019.

"Company Notice Period" has the meaning set forth in Section 5.2(d)(iv).

"Company Plans" has the meaning set forth in Section 3.15(a).

"Company Preferred Stock" means the preferred stock, par value $0.01 per share, of the Company.

"Company Qualified DC Plan" has the meaning set forth in Section 5.11(e).

"Company Recourse Related Party" has the meaning set forth in Section 7.3(d).

"Company Restricted Stock" means shares of restricted Company Common Stock issued pursuant to an Incentive Plan.

"Company RSU" means time- and performance-vesting restricted stock units issued pursuant to the Incentive Plans.

"Company SEC Documents" has the meaning set forth in Section 3.6(a).

"Company Stock Option" means any option to purchase shares of Company Common Stock issued pursuant to an Incentive Plan.

"Company Stockholder Approval" has the meaning set forth in Section 3.4(a).

"Company Stockholders" means the holders of shares of Company Common Stock.

"Company Stockholders' Meeting" has the meaning set forth in Section 5.4(a)(iv).

"Company Termination Fee" has the meaning set forth in Section 7.3(a)(i).

"Competition Laws" means Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or lessening of competition through merger or acquisition or restraint of trade.

"Compliant" means, with respect to the Required Information, that:

(i) such Required Information does not contain any untrue statement of a material fact regarding the Company and its Subsidiaries, or omit to state any material fact regarding the Company and its Subsidiaries necessary in order to make such Required Information not materially misleading under the circumstances,

(ii) such Required Information complies in all material respects with all applicable requirements of Regulation S-K and Regulation S-X under the Securities Act for a registered public offering, and

(iii) the financial statements and other financial information included in such Required Information would not be deemed stale or otherwise be unusable under customary practices for offerings and private placements of debt securities under Rule 144A of the Securities Act and are sufficient to permit the Company and its Subsidiaries' applicable independent accountants to issue comfort letters to the financing sources providing the Debt Financing or Alternative Debt Financing (and to the initial purchasers of any debt securities issued in lieu of all or any part of the Bridge Facility or the Funded Bridge Facility (in each case as defined in Exhibit A to the Commitment Letter), including as to customary negative assurances and change period, in order to consummate the Debt Financing and any offering of such securities on any day during the Marketing Period, which such accountants shall have confirmed they are prepared to issue.

"Confidentiality Agreement" has the meaning set forth in Section 5.2(b)(i).

"Consent Solicitations" has the meaning set forth in Section 5.18(a).

"Consummation Event" has the meaning set forth in Section 8.12.

"Contract" means any written or oral binding contract, agreement, instrument, commitment or undertaking (including leases, licenses, mortgages, notes, guarantees, sublicenses, subcontracts and purchase orders).

"Copyrights" has the meaning set forth in the definition of Intellectual Property.

"D&O Insurance" has the meaning set forth in Section 5.8(b).

"Debt Financing" has the meaning set forth in Section 4.16(a).

"Definitive Debt Agreements" has the meaning set forth in Section 5.16(a).

"DGA" means the Directors Guild of America.

"DGCL" has the meaning set forth in the Recitals.

"Dissenting Shares" has the meaning set forth in Section 2.6(d).

"Effective Time" has the meaning set forth in Section 2.3.

"Encumbrance" means any mortgage, deed of trust, lien, pledge, charge, security interest, title retention device, collateral assignment, adverse claim, restriction or other encumbrance of any kind (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset, but other than restrictions under applicable securities laws).

"Environmental Claim" means any letter, citation, report, investigation, pleading or other Action or written demand alleging actual or potential liability (including actual or potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties) based on or resulting from (a) the presence, or release into the environment, of any Hazardous Materials at any property currently or formerly owned or operated by the Company or any of its Subsidiaries or currently or formerly used by them for storage, treatment or disposal of Hazardous Materials or (b) any violation, or alleged violation, of any Environmental Law.

"Environmental Law" means any Law or Governmental Permit relating to pollution or protection of human health or safety or the environment, including Laws relating to Releases or threatened Releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport or handling of Hazardous Materials and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"Equity Award Exchange Ratio" means the sum of (a) the Series A Per Share Stock Consideration and (b) the quotient (rounded to four decimal places) obtained by *dividing* (i) the Series A Per Share Cash Consideration by (ii) (A) the volume weighted average closing price per share of Parent Non-Voting Stock in the "when issued market" on the NYSE for the five (5)

consecutive trading days ending on and including the last trading day preceding the Closing Date, or (B) if Parent Non-Voting Stock has not begun trading prior to the Closing Date, the volume weighted average trading price per share of Parent Non-Voting Stock on the first full trading day on which the Parent Non-Voting Stock trades in the regular way.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" has the meaning set forth in Section 3.15(a).

"Exchange Act" means the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder.

"Exchange Agent" has the meaning set forth in Section 2.7(a).

"Exchange Agreement" has the meaning set forth in the Recitals.

"Exchange Fund" has the meaning set forth in Section 2.7(a).

"Exploit" means, with respect to Films, to release, reproduce and distribute, perform, display, exhibit, broadcast or telecast, license or sell, market, create merchandising or otherwise commercially exploit by any and all known or new or future (a) technology, (b) uses, (c) media, (d) formats, (e) modes of transmission and (f) methods and business models of distribution, dissemination or performance. The meaning of the term "Exploitation" shall be correlative to the foregoing.

"Exploitation Contract" means, with respect to Films, any Contracts pursuant to which the Company or any Subsidiary has produced, acquired, developed or granted any rights to Exploit any Film or portion thereof.

"FCC" means the Federal Communications Commission, any bureau or division thereof acting on delegated authority, or any successor agency.

"FCC Approval" has the meaning set forth in Section 6.1(f).

"Films" means television, video, cable, mobile or satellite programming (including original series, video-on-demand and pay-per-view programming), motion pictures (including first-run output and library film features, shorts and trailers), Internet programming, direct-to-video/DVD programming or other live action, animated, filmed, taped or recorded entertainment of any kind or nature, regardless of format, known now or in the future, and all components thereof, including titles, themes, content, dialogue, characters, plots, concepts, scenarios, characterizations, elements and music (whether or not now known or recognized) ("Video Programming") as to which the Company or any of its Subsidiaries owns or controls any license, right, title or interest, including: (a) completed and released works or projects, (b) Films-in-Progress, (c) "turnaround" works or projects, (d) Copyright and other Intellectual Property rights in and to the literary, dramatic and musical and other material associated with or related to or necessary to the Exploitation of the works or projects referred to in the foregoing clauses (a) through (c), (e) to the extent related to the works or projects referred to in the foregoing clauses (a) through (d), sequel, prequel and remake rights and other derivative production rights,

including all novelization, merchandising, character, serialization, game and interactive rights, and (f) all other allied, ancillary, subsidiary and derivative rights, known and unknown, throughout the world related to the works and projects referenced in the foregoing clauses (a) through (e).

"Films-in-Progress" means all Video Programming for which development, pre-production, principal photography or post-production has commenced, or that have been completed and/or acquired, or completed and/or acquired but not released and/or Exploited as of the Closing Date, or on which a director or principal cast has been made "pay or play," in each case whether being produced by the Company or any of its Subsidiaries, or whether the Company or any of its Subsidiaries is committed to acquire any rights in such programming work or project from a third Person.

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any national, supranational, federal, state, provincial, county, local or municipal government or any court or tribunal, regulatory or administrative agency, board or commission, arbitrator, arbitration tribunal or other governmental authority or instrumentality, domestic or foreign.

"Governmental Permit" means with respect to the Company or any of its Subsidiaries, any consent, license, permit, grant, or other authorization of a Governmental Authority that is required for the operation of such entity's business or the holding of any of its material assets or properties.

"Hazardous Materials" means all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants (including any constituent, raw material, product or by-products thereof) in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. §300.5 or defined as such by, or regulated as such under, any Environmental Law, including asbestos or asbestos-containing material, polychlorinated biphenyls, lead paint, any hazardous, industrial or hazardous solid waste, and any toxic, radioactive, infectious or hazardous substance, material or agent.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder.

"IATSE" means the International Alliance of Theatrical Stage Employees.

"Incentive Plans" means the 2011 Incentive Plan, the 2011 Nonemployee Director Incentive Plan, the 2016 Incentive Plan and the Transitional Stock Incentive Plan.

"Indebtedness" means, as to a Person (which term shall include any of its Subsidiaries for purposes of this definition of Indebtedness), (i) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness for borrowed money and (B) obligations evidenced by bonds, debentures, notes or other similar instruments for the payment of which such Person is liable, (ii) obligations or liabilities of such Person under or in connection with letters of credit or bankers' acceptances or similar items; provided, however, that undrawn

amounts shall not be included in this definition of Indebtedness, (iii) that portion of obligations with respect to capital leases that is properly classified as a long term liability on a balance sheet in conformity with GAAP, (iv) all obligations of such Person under interest rate or currency swap transactions, (v) obligations under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, Indebtedness or obligations of others of the kinds referred to in clauses (i) through (iv) above and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of such Person (whether or not such obligation is assumed by the Person or any of its Subsidiaries).

"Indemnified Parties" has the meaning set forth in Section 5.8(a).

"Intellectual Property" means any and all of the following, and rights in, arising out of, or associated therewith, throughout the world: (a) patents and applications therefor (including divisionals, continuations, continuations-in-part, reissues, renewals, extensions, re-examinations and other related rights) and equivalents thereof throughout the world, (b) trade secrets, know-how, confidential and/or proprietary business or technical information, computer programs, computer models, data, tools, algorithms, inventions, discoveries, improvements, technology and technical data, whether patentable or not or otherwise protectable (collectively, "Trade Secrets"), (c) trademarks, service marks, trade dress, trade names (including fictitious, assumed and d/b/a names), Internet domain names, URLs, common law trademark rights in motion picture titles, characters' names and other protectable elements and registrations of the foregoing and applications therefor, and equivalents of the foregoing throughout the world, (d) copyrights and similar rights in protectable material, including rights to use and all renewals and extensions thereof and registrations of the foregoing and applications therefor, and equivalents of the foregoing throughout the world ("Copyrights"), (e) Software and (f) moral rights, rights of attribution, rights of privacy, publicity and all other intellectual property, proprietary and intangible rights; for the avoidance of doubt, the term "Intellectual Property" shall include all rights in and to all Films.

"Investment Canada Act" means the *Investment Canada Act* (Canada) and the regulations promulgated thereunder;

"IRS" means the Internal Revenue Service.

"Knowledge of the Company" means the actual knowledge of the individuals listed on Section 1.1(c) of the Company Disclosure Letter.

"Knowledge of Parent" means the actual knowledge of the individuals listed on Section 1.1(a) of the Parent Disclosure Letter.

"Law" means all foreign, federal, state, provincial, local or municipal laws, statutes, ordinances, regulations and rules of any Governmental Authority, and all Orders.

"Leased Property" has the meaning set forth in Section 3.11(b).

"Lenders" has the meaning set forth in Section 5.17(d).

"Liabilities" means debts, liabilities, commitments and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, asserted or unasserted, including those arising under any Law, Action or Order and those arising under any Contract.

"Library Films" means any and all Films that have been completed, acquired and/or delivered, and for which the Exploitation has commenced on or prior to the date of this Agreement, and any and all additional Films that have been completed, acquired and/or delivered, and for which the Exploitation has commenced after the date of this Agreement, but on or prior to the Closing Date. For the avoidance of doubt, the term "Library Films" shall include all Films other than Films-in-Progress.

"Liquidated Damages Cap" has the meaning set forth in Section 7.2.

"Marketing Period" shall mean the first period of eighteen (18) consecutive Business Days after the date hereof (1) throughout and at the end of which Parent shall have (and its financing sources shall have access to) the Required Information (it being understood that if at any time during the Marketing Period the Required Information becomes stale, ceases to comport with the SEC requirements for a registered public offering of debt securities or otherwise does not include the "Required Information" as defined, then the Marketing Period shall not have occurred) and (2) throughout and at the end of which the conditions set forth in Sections 6.1 and 6.3 (other than those conditions that by their nature can only be satisfied at the Closing) shall be satisfied and nothing has occurred and no condition exists that would cause any of the conditions set forth in Sections 6.1 and 6.3 to fail to be satisfied assuming the Closing were to be scheduled for any time during such eighteen (18) consecutive Business Day period. Notwithstanding anything in this definition to the contrary, (x) the Marketing Period shall end on any earlier date prior to the expiration of the eighteen (18) consecutive Business Day period described above if the Debt Financing is consummated in full on such earlier date; and (y) the Marketing Period shall not commence or be deemed to have commenced if, after the date hereof and prior to the completion of such eighteen (18) consecutive Business Day period: (i) the Company's independent accountant shall have withdrawn its audit opinion with respect to the Company's most recent annual audited financial statements, in which case the Marketing Period shall not be deemed to commence unless and until, at the earliest, a new unqualified audit opinion is issued with respect to the consolidated financial statements of the Company for the applicable periods by the independent accountant or another independent public accounting firm reasonably acceptable to Parent; (ii) the Company issues a public statement indicating its intent to restate any historical financial statements of the Company or that any such restatement is under consideration or may be a possibility, in which case the Marketing Period shall not be deemed to commence unless and until, at the earliest, such restatement has been completed or the Company has announced that it has concluded that no restatement shall be required in accordance with GAAP; (iii) any Required Information would not be Compliant at any time during such eighteen (18) consecutive Business Day period (it being understood that if any Required Information provided at the commencement of the Marketing Period ceases to be Compliant during such eighteen (18) consecutive Business Day period, then the Marketing Period shall be deemed not to have occurred), or otherwise does not include the "Required Information" as defined; or (iv) the Company shall have failed to file any report or other document required to be filed with the SEC by the date required under the Exchange Act containing any financial information that

would be required to be contained therein in which case the Marketing Period will not be deemed to commence unless and until, at the earliest, such reports have been filed. Notwithstanding anything herein to the contrary, the eighteen (18) consecutive Business Day Marketing Period shall (1) either expire prior to August 19, 2016 or commence on or after September 6, 2016, (2) not be required to be consecutive to the extent it would include November 24, 2016 and/or November 25, 2016 (which dates set forth in this clause (2) shall be excluded for purposes of the eighteen (18) consecutive Business Day period) and (3) either expire prior to December 23, 2016 or commence on or after January 3, 2017.

"Material Affiliation Contract" has the meaning set forth on Section 1.1(d) of the Company Disclosure Letter.

"Maximum Amount" has the meaning set forth in Section 5.8(b).

"Merger" has the meaning set forth in the Recitals.

"Merger Consideration" has the meaning set forth in Section 2.6(b)(ii)(3).

"Merger Sub" has the meaning set forth in the Preamble.

"Merger Sub Common Stock" means the common stock, par value $0.01 per share, of Merger Sub.

"MFN Obligation" means any requirement, representation, covenant, commitment, restriction, agreement or obligation under any Exploitation Contract or Affiliation Contract pursuant to which the Company or any of its Subsidiaries must offer or provide certain terms and/or conditions to a specific distributor (including MVPDs) that are at least as favorable or more favorable than those that the Company or any of its Subsidiaries offer or provide to one or more other distributors (including MVPDs), or which otherwise grants any Person "most favored nation" status or similar preferential rights.

"MVPD" means a multichannel video programming distributor.

"NASDAQ" means The Nasdaq Stock Market LLC.

"Non-Owned Intellectual Property" means all Intellectual Property used by the Company or any of its Subsidiaries that is not Owned Intellectual Property and that is material to the Company and its Subsidiaries taken as a whole.

"NYSE" means the New York Stock Exchange.

"Offers to Exchange" has the meaning set forth in Section 5.18(a).

"Offers to Purchase" has the meaning set forth in Section 5.18(a).

"Order" means any judgment, order, writ, award, preliminary or permanent injunction or decree of any Governmental Authority.

"Outside Date" has the meaning set forth in Section 7.1(b)(i).

"Owned Intellectual Property" means Intellectual Property used by the Company or any of its Subsidiaries that is owned and controlled by the Company or any of its Subsidiaries and is material to the Company and its Subsidiaries taken as a whole.

"Parent" has the meaning set forth in the Preamble.

"Parent Acquisition Agreement" has the meaning set forth in Section 5.3(d).

"Parent Adverse Recommendation Change" has the meaning set forth in Section 5.3(d).

"Parent Common Stock" means (i) prior to the Parent Common Stock Reorganization, the common shares, without par value, of Parent, and (ii) following the Parent Common Stock Reorganization, the Parent Non-Voting Stock and the Parent Voting Stock.

"Parent Common Stock Exchange" has the meaning set forth in Section 5.21(a).

"Parent Common Stock Reorganization" has the meaning set forth in Section 5.21(a).

"Parent Data" has the meaning set forth in Section 4.15(b).

"Parent Disclosure Letter" means the disclosure letter delivered by Parent and Merger Sub to the Company concurrently with the execution of this Agreement.

"Parent Fiduciary Termination Fee" has the meaning set forth in Section 7.3(b)(ii).

"Parent Financing Termination Fee" has the meaning set forth in Section 7.3(b)(iii).

"Parent Intellectual Property" means the Parent Non-Owned Intellectual Property together with the Parent Owned Intellectual Property.

"Parent Intervening Event" means any event, occurrence, fact, condition, change, development or effect occurring or arising after the date of this Agreement that (i) was not known, or reasonably foreseeable (or the material consequences of which were not known or reasonably foreseeable), to the Board of Directors of Parent as of or prior to the date of this Agreement and did not result from a breach of this Agreement by Parent and (ii) does not relate to or involve an Alternative Parent Transaction; provided, however, that (A) any change in the price or trading volume of Company Common Stock or Parent Common Stock and (B) the Company or Parent meeting, failing to meet or exceeding published or unpublished revenue or earnings projections, in each case, shall not be taken into account for purposes of determining whether a Parent Intervening Event has occurred (provided that for each of the changes or events described in clauses (A) and (B), the events, occurrences, facts, conditions, changes, developments or effects giving rise to or contributing to either such change or event may, to the extent satisfying the portion of this definition preceding this proviso, be taken into account in determining whether a Parent Intervening Event has occurred); provided, further, that events, occurrences, facts, conditions, changes, developments or effects relating to or arising out of the

events set forth on Section 1.1(b) of the Parent Disclosure Letter shall not be taken into account for purposes of determining whether a Parent Intervening Event has occurred.

"Parent IT Systems" has the meaning set forth in Section 4.15(a).

"Parent Material Adverse Effect" means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (A) is materially adverse to the business, assets, properties, liabilities, results of operations or condition (financial or otherwise) of Parent and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed in and of themselves, either alone or in combination, to constitute, nor shall any of the following be taken into account (in either case, after giving effect to any event, occurrence, fact, condition, change, development or effect resulting therefrom) in determining whether there has been or will be, a Parent Material Adverse Effect(a) general economic conditions attributable to the U.S. economy or financial or credit markets, or changes therein (including changes in prevailing interest rates, credit availability and liquidity, currency exchange rates, price levels or trading volumes in the United States or foreign securities markets), (b) general political conditions or changes therein (including any changes arising out of acts of terrorism or war, weather conditions or other force majeure events), (c) financial or security market fluctuations or conditions, (d) changes in, or events affecting, the industries in which Parent and its Subsidiaries operate, (e) any effect arising out of a change in GAAP or applicable Law, (f) (1) the announcement, pendency or consummation of the transactions contemplated by this Agreement, (2) any actions required by this Agreement or, if Parent has requested in writing the consent of the Company to take a specified action that is expressly prohibited by this Agreement and the Company unreasonably withholds its consent thereto, the failure to take such action, or (3) any action taken at the prior written request of the Company (provided that, for purposes of Sections 4.4(a) and 4.4(b), events, occurrences, facts, conditions, changes, developments or effects described in subclauses (1) and (2) of this clause (f) shall not be excluded in determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur), (g) any changes in the price or trading volume of Parent Common Stock (provided that the events, occurrences, facts, conditions, changes, developments or effects giving rise to or contributing to such change may be taken into account in determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur) or (h) any failure by Parent to meet published or unpublished revenue or earning projections (provided that the events, occurrences, facts, conditions, changes, developments or effects giving rise to or contributing to such failure may be taken into account in determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur); provided, that in the cases of clauses (a) through (e), any such event, occurrence, fact, condition, change, development or effect which disproportionately affects Parent and its Subsidiaries relative to other participants in the industries in which Parent or its Subsidiaries operate shall not be excluded from the determination of whether there has been a Parent Material Adverse Effect, or (B) prevents or materially impairs or delays the ability of Parent or Merger Sub to perform its obligations under this Agreement or to consummate the transactions contemplated hereby or would reasonably be expected to do so.

"Parent Material Contract" has the meaning set forth in Section 4.12(a).

"Parent Non-Owned Intellectual Property" means all Intellectual Property used by the Parent or any of its Subsidiaries that is not Parent Owned Intellectual Property and that is material to Parent and its Subsidiaries taken as a whole.

"Parent Non-Voting Stock" means the Class B non-voting shares, without par value, of Parent to be created and issued in connection with the Parent Common Stock Reorganization and the Parent Common Stock Exchange.

"Parent Notice Period" has the meaning set forth in Section 5.3(d)(iv).

"Parent Owned Intellectual Property" means Intellectual Property used by Parent or any of its Subsidiaries that is owned and controlled by Parent or any of its Subsidiaries and is material to Parent and its Subsidiaries taken as a whole.

"Parent Preferred Stock" means the preferred stock, without par value, of Parent.

"Parent Recourse Related Party" has the meaning set forth in Section 7.3(e).

"Parent SEC Documents" has the meaning set forth in Section 4.5(a).

"Parent Signing Date Price" means $20.94.

"Parent Stockholder Approvals" has the meaning set forth in Section 4.3(a).

"Parent Stockholder Approval Termination Fee" has the meaning set forth in Section 7.3(b)(i).

"Parent Stockholders" means the holders of shares of Parent Common Stock.

"Parent Stockholders' Meeting" has the meaning set forth in Section 5.4(a)(iv).

"Parent Termination Fee" means any of the Parent Stockholder Approval Termination Fee, the Parent Fiduciary Termination Fee or the Parent Financing Termination Fee.

"Parent Voting Stock" means the Class A voting shares, without par value, of Parent to be created and issued in connection with the Parent Common Stock Reorganization and the Parent Common Stock Exchange.

"PCI DSS" has the meaning set forth in Section 3.14(d).

"Permitted Encumbrances" means: (a) statutory Encumbrances for current Taxes or other payments that are not yet due and payable, (b) Encumbrances for Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP in the Company SEC Documents or the Parent SEC Documents, as applicable, filed prior to the date hereof, (c) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by applicable Law, (d) statutory Encumbrances in favor of landlords, laboratories, post-production houses, film processors, replicators, carriers, banks and securities intermediaries, warehousemen, mechanics

and materialmen and other like Encumbrances incurred in the ordinary course of business consistent with past practice, (e) Encumbrances of rights to Films licensed to Parent, the Company or any of their respective Subsidiaries, as applicable, securing the payment by Parent, the Company or any of their respective Subsidiaries, as applicable, of the consideration to the licensor of such rights, (f) Exploitation rights of Persons with respect to Films pursuant to Exploitation Agreements that are in customary form and entered into in the ordinary course of business consistent with past practice, (g) with respect to any licensed or leased asset, the rights of any lessor, lessee, licensor or licensee under the applicable lease or license, (h) Encumbrances relating to SAG, DGA, WGA, IATSE, AFTRA, AFM, or other guilds or unions, (i) Encumbrances granted in the ordinary course of business consistent with past practice in connection with the development or production of a Film (e.g., liens to completion guarantors, laboratories, and production financiers), (j) Encumbrances incurred in the ordinary course of business consistent with past practice to secure Exploitation rights granted pursuant to Exploitation Contracts or Film financing arrangements, (k) in connection with a Film, contractual rights of first negotiation, first refusal, last refusal and turnaround rights granted in the ordinary course of business consistent with past practice to any Person including talent with respect to the provision of producing, directing, acting, or writing services, (l) liens securing Indebtedness of Parent or the Company, to the extent the terms of such Indebtedness, as in effect on the date hereof, require the incurrence of such liens and (m) other Encumbrances that do not materially detract from or interfere with the value or use of the asset subject thereto.

"Person" means any individual, corporation, company, limited liability company, general or limited partnership, trust, estate, proprietorship, joint venture, association, organization, entity or Governmental Authority.

"Per Share Cash Consideration" has the meaning set forth in Section 2.6(b)(ii)(1).

"Per Share Stock Consideration" has the meaning set forth in Section 2.6(b)(ii)(3).

"Principal Company Stockholders" has the meaning set forth in the Recitals.

"Principal Company Stockholders Voting Agreement" has the meaning set forth in the Recitals.

"Principal Parent Stockholders" has the meaning set forth in the Recitals.

"Principal Parent Stockholder Voting Agreements" has the meaning set forth in the Recitals.

"PRO" means each of the American Society of Authors, Composers and Publisher's, Broadcast Music, Inc. and the Society of European Stage Authors and Composers.

"Proxy Statement" means the joint proxy statement/prospectus to be filed with the SEC as part of the Registration Statement.

"Real Property Leases" has the meaning set forth in Section 3.11(b).

"Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water, groundwater or property.

"Registration Statement" means the registration statement on Form S-4 to be filed by Parent with the SEC in connection with thedistribution of Parent Common Stock pursuant to the Merger.

"Regulations" means the Treasury Regulations (including Temporary Regulations) promulgated by the United States Department of Treasury with respect to the Code.

"Representatives" means, with respect to Parent or the Company or any of their Subsidiaries, financial advisors, legal counsel, financing sources, accountants or other advisors, agents or representatives.

"Required Information" means all financial statements, financial data, audit reports and other information regarding the Company and its Subsidiaries which is:

(i) of the type required by Regulation S-X and Regulation S-K under the Securities Act for a registered public offering;

(ii) of the type and form customarily included in private placements of debt securities under Rule 144A of the Securities Act;

(iii) otherwise necessary in order to assist in receiving customary "comfort" (including as to "negative assurance" comfort and change period) from the Company's independent accountants in connection with the Debt Financing, any Alternative Debt Financing or any offering(s) of debt securities in lieu of all or any part of the Bridge Facility or the Funded Bridge Facility (in each case as defined in Exhibit A to the Commitment Letter);

(iv) required to be delivered pursuant to Section 5 of Exhibit D to the Commitment Letter; or

(v) to the extent reasonably available to the Company, otherwise reasonably requested by Parent in connection with the Debt Financing, any Alternative Debt Financing or any offering(s) of debt securities in in lieu of all or any part of the Bridge Facility or the Funded Bridge Facility (in each case as defined in Exhibit A to the Commitment Letter);

it being understood and agreed that such information shall not include pro forma financial information or projections, which shall be the responsibility of Parent (without waiver of the obligations of the Company under Section 5.16).

"SAG" means the Screen Actors Guild.

"Sarbanes Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

"Series A Common Stock" has the meaning set forth in Section 3.2(a).

"Series A Per Share Cash Consideration" has the meaning set forth in Section 2.6(b)(i)(1).

"Series A Per Share Consideration" has the meaning set forth in Section 2.6(b)(i)(2).

"Series A Per Share Stock Consideration" has the meaning set forth in Section 2.6(b)(i)(2).

"Series B Common Stock" has the meaning set forth in Section 3.2(a).

"Series B Per Share Cash Consideration" has the meaning set forth in Section 2.6(b)(ii)(1).

"Series B Per Share Consideration" has the meaning set forth in Section 2.6(b)(ii)(3).

"Series B Per Share Stock Consideration" has the meaning set forth in Section 2.6(b)(ii)(3).

"Series C Common Stock" has the meaning set forth in Section 3.2(a).

"Software" means all computer programs, code, and related documentation and materials (including Internet Web sites and Intranet sites), including programs, tools, operating system programs, application software, system software, databases, firmware and middleware, including the source and object code versions thereof, in any and all forms and media, and all documentation, user manuals, training materials and development materials related to the foregoing.

"Specified Company Affiliate" means the Persons set forth on Section 1.1(e) of the Company Disclosure Letter.

"Specified Company SEC Disclosure" has the meaning set forth in Article III.

"Specified Parent Affiliate" means the Persons set forth on Section 1.1(c) of the Parent Disclosure Letter.

"Specified Parent SEC Disclosure" has the meaning set forth in Article IV.

"Stock Issuance" has the meaning set forth in Section 2.6(b)(iii).

"Subsidiary" means, with respect to any Person, any corporation, general or limited partnership, limited liability company, joint venture or other entity (i) that is consolidated with such Person for purposes of financial reporting under GAAP or (ii) in which such Person (a)

owns, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities, equity securities, profits interest or capital interest, (b) is entitled to elect at least one-half of the board of directors or similar governing body or (c) in the case of a limited partnership or limited liability company, is a general partner or managing member and has the power to direct the policies, management and affairs of such entity, respectively.

"Superior Company Proposal" means a bona fide written Alternative Company Transaction Proposal which the Board of Directors of the Company determines in good faith (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation that the Board of Directors of the Company reasonably believes to be independent), taking into account all legal, financial, tax, regulatory, timing and other aspects of the proposal and the Person making the proposal (a) is reasonably likely to be consummated on the terms proposed, (b) to the extent financing is required, such financing is then fully committed or reasonably capable of being obtained, (c) such Alternative Company Transaction Proposal is more favorable from a financial point of view to the Company and its stockholders than the terms of the Merger as determined in good faith (after such consultation as aforesaid) by the Board of Directors of the Company and (d) is otherwise on terms that the Board of Directors of the Company has determined to be superior to the transaction contemplated by this Agreement; provided, however, that for purposes of this definition of "Superior Company Proposal," the term "Alternative Company Transaction Proposal" shall have the meaning assigned to such term in this Agreement, except that each reference to twenty percent (20%) in the definition of "Alternative Company Transaction" when used in the definition of "Alternative Company Transaction Proposal" shall be replaced with a reference to fifty percent (50%).

"Superior Parent Proposal" means a bona fide written Alternative Parent Transaction Proposal which the Board of Directors of Parent determines in good faith (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation that the Board of Directors of Parent reasonably believes to be independent), taking into account all legal, financial, tax, regulatory, timing and other aspects of the proposal and the Person making the proposal, (a) is reasonably likely to be consummated on the terms proposed, (b) to the extent financing is required, such financing is then fully committed or reasonably capable of being obtained and (c) is otherwise on terms that the Board of Directors of Parent has determined to be superior to the transaction contemplated by this Agreement; provided, however, that for purposes of this definition of "Superior Parent Proposal," the term "Alternative Parent Transaction Proposal" shall have the meaning assigned to such term in this Agreement, except that each reference to twenty percent (20%) in the definition of "Alternative Parent Transaction" when used in the definition of "Alternative Parent Transaction Proposal" shall be replaced with a reference to fifty percent (50%).

"Surviving Corporation" has the meaning set forth in Section 2.1.

"Tax" (and, with correlative meaning, "Taxes") means (a) any Canadian or U.S. federal, state, provincial, local, foreign or other tax of any kind, including any net income, alternative or add-on minimum, estimated, gross income, gross receipts, gross margin, sales, use, ad valorem, harmonized sales, goods and services, transfer, franchise, profits, license, withholding, payroll, employment, employer health, employment insurance contributions, Canada or Quebec pension plan contributions, excise, severance, stamp, occupation, premium, property, environmental or

windfall profit tax, custom duty, levy, impost or other tax, governmental fee or other like assessment or charge of any kind whatsoever, and (b) all interest, penalties, fines, additions to tax, deficiency assessments or additional amounts imposed by any Tax Authority or other Governmental Authority in connection with any item described in clause (a).

"Tax Authority" means any Governmental Authority charged with the administration of any Tax Law.

"Tax Law" means any applicable Law relating to Taxes.

"Tax Return" means any return, declaration, report, estimate, information return, and statements in respect of any Taxes (including any schedules or attachments thereto and any amendments thereof).

"Trade Secrets" has the meaning set forth in the definition of Intellectual Property.

"Transaction Documents" has the meaning set forth in the Recitals.

"Transitional Stock Incentive Plan" means the Company's Transitional Stock Adjustment Plan.

"Video Programming" has the meaning set forth in the definition of "Films."

"Voting Company Debt" has the meaning set forth in Section 3.2(b).

"WGA" means the Writers Guild of America.

Section 1.2 Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article, Section, Schedule or Exhibit, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

(d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) references to any agreement, instrument, statute, rule or regulation are to the agreement, instrument, statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations

promulgated under said statutes) and to any section of any statute, rule or regulation including any successor to said section;

(f) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(g) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(h) references to a Person are also to its successors and permitted assigns;

(i) references to monetary amounts are to the lawful currency of the United States;

(j) words importing the singular include the plural and vice versa and words importing gender include all genders;

(k) time is of the essence in the performance of the parties' respective obligations;

(l) time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day; and

(m) the parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE II
THE MERGER

Section 2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement and the DGCL, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall continue as the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of the Company with all its property, rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.2 Charter and Bylaws. At the Effective Time: (a) the certificate of incorporation of the Surviving Corporation shall be amended and restated in the Merger to read in its entirety as set forth on Exhibit B until thereafter further amended as provided therein and in accordance with the DGCL, and (b) the bylaws of the Surviving Corporation shall be amended and restated in the Merger to read in their entirety as set forth on Exhibit C until thereafter further amended as provided therein and in accordance with the Surviving Corporation's certificate of incorporation and the DGCL.

Section 2.3 Effective Time of the Merger. Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the parties shall file a Certificate of Merger as contemplated by the DGCL, together with any required related certificates, filings or recordings with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such later date and time as the Company and Parent may agree upon and as is set forth in such Certificate of Merger (such time, the "Effective Time").

Section 2.4 Closing. Unless this Agreement shall have been terminated in accordance with Section 7.1, the closing of the Merger (the "Closing") shall occur as promptly as practicable (but in no event later than the second (2nd) Business Day) after all of the conditions set forth in Article VI shall have been satisfied or waived by the party entitled to the benefit of the same (other than conditions which by their terms are required to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time and on a date as agreed to by the parties in writing (the "Closing Date"); provided, however, that if the Marketing Period has not ended at the time of the satisfaction or waiver of the conditions set forth in Article VI (excluding those conditions that cannot by their nature be satisfied until the Closing but subject to the satisfaction or waiver of such conditions at the Closing), the Closing shall occur on the earlier to occur of (a) a date during the Marketing Period specified by Parent on no less than three (3) Business Days' notice to the Company and (b) the second Business Day immediately following the final day of the Marketing Period. The Closing shall take place at 10:00 a.m., New York City time, on the Closing Date, at the offices of Baker Botts L.L.P., 30 Rockefeller Plaza, New York, New York or at such other place and time as agreed to by the parties hereto.

Section 2.5 Directors and Officers of the Surviving Corporation. Subject to applicable Law, the directors of Merger Sub as of immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and shall hold office until their respective successors are duly elected and qualified, or their earlier death, incapacitation, retirement, resignation or removal. The officers of the Company as of immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office until their respective successors are duly elected or appointed and qualified, or their earlier death, incapacitation, retirement, resignation or removal.

Section 2.6 Effect on Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Sub, any Company Stockholder or any other Person:

(a) Cancelled Shares. Each share of Company Common Stock (i) held by the Company as treasury stock prior to the Effective Time shall be cancelled and shall cease to exist, and no securities of Parent or other consideration shall be delivered in exchange therefor, and (ii) held by Merger Sub or the direct parent of Merger Sub prior to the Effective Time shall be cancelled and shall cease to exist, and no securities of Parent or other consideration shall be delivered in exchange therefor (other than as set forth in Section 2.6(e)). Each share of Company Common Stock held by Parent or any wholly owned Subsidiary of Parent (other than Merger Sub and the direct parent of Merger Sub) or of the Company, in each case, prior to the Effective Time shall be converted into a number of shares of the Surviving Corporation such that Parent's and each such Subsidiary's ownership percentage in the Surviving Corporation immediately after the Effective Time is the same as Parent's and each such Subsidiary's ownership percentage in the Company immediately prior to the Effective Time, respectively (after taking into account the conversion of Merger Sub Common Stock pursuant to Section 2.10).

(b) Conversion of Company Common Stock. Except as otherwise provided in Section 2.6(a), Section 2.6(c) and Section 2.6(d):

(i) each share of Series A Common Stock shall automatically, and without any election on the part of the Company Stockholders, be converted into the right to receive:

(1) $18.00 in cash without interest thereon (the "Series A Per Share Cash Consideration"); and

(2) 0.6784 of a share of validly issued, fully paid and non-assessable shares of Parent Non-Voting Stock (the "Series A Per Share Stock Consideration," together with the Series A Per Share Cash Consideration, the "Series A Per Share Consideration").

(ii) each share of Series B Common Stock shall automatically, and without any election on the part of the Company Stockholders, be converted into the right to receive:

(1) $7.26 in cash without interest thereon (the "Series B Per Share Cash Consideration," together with the Series A Per Share Cash Consideration, the "Per Share Cash Consideration");

(2) 0.6321 of a share of validly issued, fully paid and non-assessable shares of Parent Voting Stock; and

(3) 0.6321 of a share of validly issued, fully paid and non-assessable shares of Parent Non-Voting Stock (clauses (2) and (3) together, the "Series B Per Share Stock Consideration," together with the Series A Per Share Stock Consideration, the "Per Share Stock Consideration") (the Series B Per Share Cash Consideration and the Series B Per Share Stock Consideration are collectively referred to as the "Series B Per Share Consideration," and together with the Series A Per Share Consideration, the "Merger Consideration").

(iii) From and after the Effective Time, all shares of Company Common Stock converted into the right to receive the Merger Consideration pursuant to this Section 2.6(b) shall cease to be outstanding and shall be cancelled and shall cease to exist, and each holder of a certificate (a "Certificate") that immediately prior to the Effective Time represented such shares of Company Common Stock or shares of Company Common Stock that are in non-certificated book-entry form ("Book Entry Shares") shall thereafter cease to have any rights with respect to such shares of Company Common Stock, except the right to receive the Merger Consideration to be issued in consideration therefor, any cash payable in lieu of fractional shares and any dividends or other distributions to which holders of shares of Company Common Stock become entitled in accordance with this Article II upon the surrender of such Certificate. The issuance of Parent Common Stock (x) to holders of shares of Company Common Stock as part of the Merger Consideration and (y) if applicable, in connection with any equity financing in furtherance of the transactions contemplated by this Agreement for which the Company has provided prior written consent pursuant to Section 5.1(b)(iii), is collectively referred to herein as the "Stock Issuance."

(iv) In the event that the prospectus exemptions under the securities laws of the Province of Ontario are not available to permit the distribution of the Per Share Stock Consideration to Company Stockholders resident in Ontario, then Parent will satisfy the Merger Consideration payable to those Company Stockholders that the Company advises are resident in Ontario by payment of an equivalent value of consideration all in cash in accordance with Section 4.19(b) of the Parent Disclosure Letter.

(c) Changes to Stock. If at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding Parent Common Stock or Company Common Stock shall occur by reason of any reclassification, recapitalization, stock split or combination, split-up, exchange or readjustment of shares or any stock or extraordinary cash dividend thereon with a record date during such period, or any similar transaction or event affecting any class or series of stock (including, for the avoidance of doubt, any merger, consolidation, share exchange, business combination or similar transaction as a result of which Parent Common Stock will be converted or exchanged, but excluding, for the avoidance of doubt, the Parent Common Stock Reorganization and the Parent Common Stock Exchange), the Series A Per Share Cash Consideration, the Series A Per Share Stock Consideration, the Series B Per Share Cash Consideration, the Series B Per Share Stock Consideration, the Equity Award Exchange Ratio and any other similarly dependent items, as the case may be, shall be appropriately and equitably adjusted to provide the holders of shares of Company Common Stock comparable economic effect to that contemplated by this Agreement prior to such event.

(d) Dissenting Shares; Appraisal Rights. Notwithstanding anything in this Agreement to the contrary, shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time that are held by any holder who is entitled to demand and properly demands appraisal of such shares pursuant to, and who complies in all respects with, the provisions of Section 262 of the DGCL (any such shares being referred to herein as "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration as provided in Section 2.6(b). Holders of Dissenting Shares shall be entitled to receive payment of the fair value of such shares as shall be determined in accordance with the provisions of Section 262 of the DGCL. If, after the Effective Time, any such holder fails to perfect or effectively

waives, withdraws or otherwise loses the right to appraisal under Section 262 of the DGCL, then the right of such holder to be paid the fair value of such holder's Dissenting Shares under Section 262 of the DGCL shall cease and such Dissenting Shares shall thereupon be deemed to have been converted into and to have become, as of the Effective Time, the right to receive the applicable portion of Merger Consideration in accordance with Section 2.6(b), payable without interest, in accordance with this Agreement. The Company shall give Parent (i) prompt notice of any notice or demand for appraisal or payment for shares of Company Common Stock or withdrawals of demands for appraisal and any other instruments served pursuant to Section 262 of the DGCL received by the Company and (ii) the opportunity to participate in and direct all negotiations and proceedings with respect to any such demand or notices. The Company shall not, without the prior written consent of Parent, make any payment with respect to, or settle, offer to settle or otherwise negotiate any such demands.

(e) Issuance of Surviving Corporation Common Stock. At the Effective Time, the Surviving Corporation shall issue to the entity that, immediately prior to the Effective Time, is the direct parent of Merger Sub one share of common stock of Surviving Corporation for each share of Company Common Stock held by such entity immediately prior to the Effective Time, as consideration for the cancellation of such shares in accordance with Section 2.6(a)(ii).

Section 2.7 Exchange of Certificates and Book Entry Shares.

(a) Exchange Agent. Prior to the Effective Time, Parent shall select an institution reasonably acceptable to the Company to act as the exchange agent (the "Exchange Agent") in the Merger for the purpose of exchanging Certificates and Book Entry Shares for the Merger Consideration. Parent will make available (or will cause Merger Sub to make available) to the Exchange Agent, at or prior to the Effective Time, (i) cash in an amount sufficient to pay the aggregate Per Share Cash Consideration pursuant to Section 2.6(b), (ii) a number of shares of Parent Non-Voting Stock and Parent Voting Stock sufficient to pay the aggregate Per Share Stock Consideration pursuant to Section 2.6(b), and (iii) cash in an amount sufficient to make all requisite payments of cash in lieu of fractional shares pursuant to Section 2.7(e) (such cash and shares of Parent Common Stock, together with any dividends or distributions with respect thereto, the "Exchange Fund"). Promptly after the Effective Time, Parent will send, or will cause the Exchange Agent to send, to each holder of record (as of immediately prior to the Effective Time) of a Certificate (i) a letter of transmittal in customary form (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent or by appropriate guarantee of delivery in the form customarily used in transactions of this nature from a member of a national securities exchange, a member of the Financial Industry Regulatory Authority, or a commercial bank or trust company in the United States) for use in effecting delivery of shares of Company Common Stock to the Exchange Agent and (ii) instructions for effecting the surrender of Certificates in exchange for the Merger Consideration issuable and payable in respect thereof, and any dividends or other distributions to which such holders are entitled pursuant to Section 2.7(d)(i). Exchange of any Book Entry Shares shall be effected in accordance with Parent's customary procedures with respect to securities represented by book entry.

(b) Exchange Procedure. Each holder of shares of Company Common Stock that have been converted into a right to receive the Merger Consideration, upon surrender to the

Exchange Agent of a Certificate, together with a properly completed letter of transmittal, or compliance with Parent's customary procedure with respect to the exchange of Book Entry Shares, will be entitled to receive (i) a check in the amount equal to the cash portion of the Merger Consideration that such holder has the right to receive pursuant to Section 2.6 and this Article II, including dividends and other distributions pursuant to Section 2.7(d) and cash payable in lieu of fractional shares pursuant to Section 2.7(e), and (ii) the number of shares of Parent Non-Voting Stock and Parent Voting Stock (which shall be in non-certificated book-entry form unless a physical certificate is requested) that such holder has the right to receive pursuant to Section 2.6. Such Certificate shall forthwith be cancelled. No interest shall be paid or accrued on any Merger Consideration, cash in lieu of fractional shares or on any unpaid dividends and distributions payable to holders of Certificates or Book Entry Shares. Until so surrendered, each Certificate and Book Entry Share shall, after the Effective Time, represent for all purposes only the right to receive such Merger Consideration and any dividends and other distributions in accordance with Sections 2.7(b) and 2.7(d), and any cash to be paid in lieu of any fractional share of Parent Common Stock in accordance with Section 2.7(e).

(c) Certificate Holder. If any portion of the Merger Consideration is to be paid to or registered in the name of a Person other than the Person in whose name the applicable surrendered Certificate is registered, it shall be a condition to the payment or registration thereof that the surrendered Certificate shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such delivery of the Merger Consideration shall pay to the Exchange Agent any transfer or other Taxes required as a result of such payment or registration in the name of a Person other than the registered holder of such Certificate or establish to the satisfaction of Parent and the Exchange Agent that such Tax has been paid or is not payable.

(d) Dividends and Distributions. No dividends or other distributions with respect to shares of Parent Common Stock issued pursuant to the Merger shall be paid to the holder of any unsurrendered Certificates or Book Entry Shares until such Certificates or Book Entry Shares are properly surrendered. Following such surrender, there shall be paid, without interest thereon, to the record holder of the shares of Parent Common Stock issued in exchange therefor (i) at the time of such surrender, all dividends and other distributions payable in respect of such shares of Parent Common Stock with a record date after the Effective Time and a payment date on or prior to the date of such surrender and not previously paid and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such shares of Parent Common Stock with a record date after the Effective Time but with a payment date subsequent to such surrender. For purposes of dividends or other distributions in respect of shares of Parent Common Stock, all shares of Parent Common Stock to be issued pursuant to the Merger shall be entitled to dividends pursuant to the immediately preceding sentence as if issued and outstanding as of the Effective Time.

(e) Fractional Shares.

(i) No fractional shares of Parent Common Stock shall be issued in the Merger, but in lieu thereof each holder of shares of Company Common Stock otherwise entitled to a fractional share of Parent Common Stock will be entitled to receive, from the Exchange Agent in accordance with the provisions of this Section 2.7(e), a cash payment in lieu of such fractional shares of Parent Common Stock in an amount determined by multiplying the

fractional share interest to which such holder would otherwise be entitled (after taking into account all shares of Company Common Stock owned by such holder at the Effective Time) by the Parent Signing Date Price. No such holder shall be entitled to dividends, voting rights or any other rights in respect of any fractional share.

(ii) As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of shares of Company Common Stock in lieu of any fractional shares of Parent Common Stock, the Exchange Agent shall make available such amounts to such holders of shares of Company Common Stock without interest, subject to and in accordance with this Section 2.7.

(f) No Further Ownership Rights. The Merger Consideration paid in accordance with the terms of this Article II upon conversion of any shares of Company Common Stock shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of Company Common Stock, subject, however, to the Surviving Corporation's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time that may have been declared or made by the Company on such shares of Company Common Stock in accordance with the terms of this Agreement or prior to the date of this Agreement and which remain unpaid at the Effective Time, and after the Effective Time there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificates or Book Entry Shares formerly representing shares of Company Common Stock are presented to the Surviving Corporation or the Exchange Agent for any reason, they shall be canceled and exchanged as provided in this Article II.

(g) Termination of Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the holders of shares of Company Common Stock for nine (9) months after the Effective Time shall be delivered to Parent, upon demand, and any holder of Company Common Stock who has not theretofore complied with this Article II shall thereafter look only to Parent and/or the Surviving Corporation for payment of its claim for the Merger Consideration.

(h) No Liability. None of Parent, Merger Sub, the Company or the Exchange Agent shall be liable to any Person in respect of any cash, Parent Non-Voting Stock or Parent Voting Stock from the Exchange Fund delivered to a public official to the extent required by any applicable abandoned property, escheat or similar Law. If any Certificate or Book Entry Share has not been surrendered immediately prior to such date on which the Merger Consideration in respect of such Certificate or Book Entry Share would otherwise irrevocably escheat to or become the property of any Governmental Authority, any such shares, cash, dividends or distributions in respect of such Certificate shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of all claims or interest of any Person previously entitled thereto.

(i) Lost Certificates. If any Certificate shall have been lost, stolen, defaced or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen, defaced or destroyed and, if reasonably required by the Surviving Corporation, the posting by such Person of a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such

Certificate, the Exchange Agent shall pay in respect of such lost, stolen, defaced or destroyed Certificate the Merger Consideration, cash in lieu of fractional shares of Parent Common Stock pursuant to Section 2.7(e) and any dividends or other distributions to which such holder is entitled pursuant to Section 2.7(d)(i), with respect to each share of Company Common Stock formerly represented by such Certificate.

(j) Withholding Rights. Parent, Merger Sub, the Company and the Exchange Agent shall each be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under any applicable Tax Law. To the extent that amounts are so deducted or withheld by Parent, Merger Sub, the Company or the Exchange Agent, as applicable, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.8 Company Equity Awards.

(a) Prior to the Closing, the Company or the Board of Directors of the Company (or the applicable committee thereof), as applicable, shall adopt resolutions and take all other actions necessary to effectuate the actions set forth in this Section 2.8 and to ensure that, notwithstanding anything to the contrary, following the Effective Time, no Person shall have any right to acquire any securities of the Company or to receive any payment, right or benefit with respect to any award previously granted under any Incentive Plan (whether hereunder, under any Incentive Plan or individual award agreement or otherwise), except the right to receive a payment, right or benefit with respect thereto as provided in this Section 2.8.

(b) At the Effective Time, each Company Stock Option that is outstanding and unexercised immediately prior to the Effective Time shall be assumed and converted automatically into an option (an "Adjusted Stock Option") to purchase, on substantially the same terms and conditions as were applicable under such Company Stock Option immediately prior to the Effective Time (including vesting terms), the number of shares of Parent Non-Voting Stock (rounded down to the nearest whole number of shares of Parent Non-Voting Stock) equal to the product of (i) the number of shares of Company Common Stock subject to such Company Stock Option immediately prior to the Effective Time, *multiplied by* (i) the Equity Award Exchange Ratio, which Adjusted Stock Option shall have an exercise price per share of Parent Non-Voting Stock equal to the quotient (rounded up to the nearest whole cent) obtained by *dividing* (x) the exercise price per share of Company Common Stock subject to such Company Stock Option immediately prior to the Effective Time, by (y) the Equity Award Exchange Ratio.

(c) At the Effective Time, each award of Company RSUs that is outstanding immediately prior to the Effective Time shall be assumed and converted into a restricted stock unit award relating to shares of Parent Non-Voting Stock subject to vesting, repurchase or other lapse restriction (an "Adjusted RSU Award"), with the same terms and conditions as were applicable under such award of Company RSUs immediately prior to the Effective Time (including vesting terms), and relating to the number of shares of Parent Non-Voting Stock equal to the product of (i) the number of shares of Company Common Stock subject to such award of Company RSUs immediately prior to the Effective Time, *multiplied by* (ii) the Equity Award

Exchange Ratio, with any fractional shares rounded to the nearest whole share of Parent Non-Voting Stock.

(d) At the Effective Time, each award of Company Restricted Stock that is outstanding immediately prior to the Effective Time shall be assumed and converted into an award of shares of restricted Parent Non-Voting Stock subject to vesting, repurchase or other lapse restriction (an "Adjusted Restricted Stock Award") with the same terms and conditions as were applicable under such award of Company Restricted Stock immediately prior to the Effective Time (including vesting terms), and relating to the number of shares of Parent Non-Voting Stock equal to the product of (i) the number of shares of Company Common Stock subject to such award of Company Restricted Stock immediately prior to the Effective Time, *multiplied by* (ii) the Equity Award Exchange Ratio, with any fractional shares rounded to the nearest whole share of Parent Non-Voting Stock.

(e) Each Adjusted Stock Option, Adjusted RSU Award and Adjusted Restricted Stock Award shall, in accordance with its terms, be subject to further adjustment as appropriate to reflect any stock split, division or subdivision of shares, reclassification, recapitalization or other similar transaction with respect to Parent Non-Voting Stock subsequent to the Effective Time.

(f) As soon as practicable after the Effective Time, Parent shall prepare and file with the SEC a registration statement on Form S-8 (or another appropriate form) registering a number of shares of Parent Common Stock at least equal to the number of shares of Parent Common Stock subject to the Adjusted Stock Options, Adjusted RSU Awards and Adjusted Restricted Stock Awards. Such registration statement shall be kept effective (and the current status of the prospectus or prospectuses required thereby shall be maintained) at least for so long as any Adjusted Stock Options, Adjusted RSU Awards and Adjusted Restricted Stock Awards remain outstanding.

(g) As soon as practicable after the Effective Time, Parent shall deliver to the holders of Company Equity Awards appropriate notices setting forth such holders' rights pursuant to the Incentive Plans as assumed by Parent and the agreements evidencing the grants of such Company Equity Awards after giving effect to the Merger.

Section 2.9 Further Assurances. If, at any time before or after the Effective Time, the Company, Parent or Merger Sub reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the Merger or to carry out the purposes and intent of this Agreement at or after the Effective Time, then the Company, Parent, Merger Sub, the Surviving Corporation and their respective officers and directors shall execute and deliver all such proper deeds, assignments, instruments and assurances and do all other things reasonably necessary or desirable to consummate the Merger and to carry out the purposes and intent of this Agreement.

Section 2.10 Effect on Merger Sub Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of Merger Sub Common Stock outstanding immediately prior to the Effective Time shall be converted into and shall become one share of common stock of the Surviving Corporation.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company SEC Documents filed prior to the date hereof (excluding any disclosure set forth in any risk factor section and in any section relating to forward looking statements, the "Specified Company SEC Disclosure"), to the extent that it is reasonably apparent that the disclosure in the Specified Company SEC Disclosure is responsive to the matters set forth in this Article III, the Company represents and warrants to Parent and Merger Sub as follows:

Section 3.1 Organization; Standing and Power. The Company (a) is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Delaware, (b) has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as currently conducted and (c) is duly qualified or licensed to do business as a foreign corporation, and is in good standing (with respect to jurisdictions which recognize such concept), in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except in each case as would not reasonably be expected to have a Company Material Adverse Effect. The Company has made available to Parent, prior to the date hereof, a true, complete and correct copy of the Company Charter and Company Bylaws in effect as of the date of this Agreement.

Section 3.2 Capitalization of the Company.

(a) The authorized capital stock of the Company consists of (i) Four Billion, Seventy Five Million (4,075,000,000) shares of common stock, divided into series as follows: Two Billion (2,000,000,000) shares of Series A Common Stock, par value $0.01 per share (the " Series A Common Stock"), Seventy Five Million (75,000,000) shares of Series B Common Stock, par value $0.01 per share (the "Series B Common Stock") and Two Billion (2,000,000,000) shares of Series C Common Stock, par value $0.01 per share (the "Series C Common Stock") and (ii) Fifty Million (50,000,000) shares of Company Preferred Stock, par value $0.01 per share. As of the close of business on June 23, 2016, (A) 87,278,508 shares of Series A Common Stock (including 777,710 shares of Company Restricted Stock) were issued and outstanding, (B) 9,858,316 shares of Series B Common Stock were issued and outstanding, (C) no shares of Series C Common Stock were issued and outstanding, (D) no shares of Series A Common Stock were held in treasury by the Company and its Subsidiaries, (E) no shares of Series B Common Stock were held in treasury by the Company and its Subsidiaries, (F) no shares of Series C Common Stock were held in treasury by the Company and its Subsidiaries, (G) no shares of Company Preferred Stock were issued or outstanding, (H) 12,558,351 shares of Series A Common Stock were reserved for issuance pursuant to outstanding unexercised Company Stock Options, (I) 10,128,130 shares of Series A Common Stock were reserved for issuance pursuant to the 2016 Incentive Plan, (J) 12,227,725 shares of Series A Common Stock were reserved for issuance pursuant to the 2011 Incentive Plan, (K) 5,468 shares of Series A Common Stock were reserved for issuance pursuant to the 2011 Nonemployee Director Incentive Plan and (L) 507,437 shares of Series A Common Stock were reserved for issuance pursuant to the Transitional Stock Incentive Plan. All of the outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. No shares of capital stock of the Company are owned by any Subsidiary of the Company.

(b) There are no preemptive or similar rights granted by the Company or any Subsidiary of the Company on the part of any holders of any class of securities of the Company or any Subsidiary of the Company. Neither the Company nor any Subsidiary of the Company has outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the Company Stockholders or any such Subsidiary on any matter ("Voting Company Debt"). Except as set forth above or as listed on Section 3.2(b) of the Company Disclosure Letter, other than the Company Equity Awards, there are not, as of the date of this Agreement, any options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, restricted stock units, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which the Company or any of the Subsidiaries of the Company is a party or by which any of them is bound (i) obligating the Company or any of its Subsidiaries to issue, deliver or sell or cause to be issued, delivered or sold, additional shares of capital stock of, or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity interest in, the Company or any Voting Company Debt, (ii) obligating the Company or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking or (iii) that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of, or other equity interests in, the Company. As of the date of this Agreement, there are no outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of capital stock of the Company or any of the Subsidiaries of the Company. There are no proxies, voting trusts or other agreements or understandings to which the Company or any of the Subsidiaries of the Company is a party or is bound with respect to the voting of the capital stock of, or other equity interests in, the Company or any of its Subsidiaries.

(c) Section 3.2(c) of the Company Disclosure Letter sets forth, in all material respects, the following information as of the close of business on June 23, 2016 with respect to each outstanding Company Equity Award: the aggregate number of shares issuable thereunder, the type of option, the grant date, the expiration date, the exercise price and the vesting schedule, including a description of any acceleration provisions, as applicable. Each Company Stock Option was granted in accordance with the terms of the Incentive Plan applicable thereto.

(d) Neither the Company nor any of its Subsidiaries owns, or since January 11, 2013, has owned, any shares of capital stock of Parent or any of its Subsidiaries.

Section 3.3 Subsidiaries.

(a) Each Subsidiary of the Company (i) is a corporation or other entity duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the laws of its jurisdiction of incorporation or organization, (ii) has all power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted and (iii) is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except in the case of clause (iii) as would not reasonably be expected to have a Company

Material Adverse Effect. The Company has made available to Parent true, complete and correct copies of the certificate of incorporation and bylaws (or similar organizational documents) of each Subsidiary of the Company, and all amendments thereto, as in effect as of the date of this Agreement.

(b) All of the outstanding shares of capital stock of, or other equity interests in, each Subsidiary of the Company have been duly authorized and validly issued and are fully paid and non-assessable. All of the outstanding capital stock or securities of, or other equity interests in, each of the Subsidiaries of the Company, is owned, directly or indirectly, by the Company, and is owned free and clear of any Encumbrance and free of any other limitation or restriction, other than Permitted Encumbrances and Encumbrances and other limitations that are, individually or in the aggregate, immaterial.

(c) Section 3.3(c) of the Company Disclosure Letter (i) lists (A) each Subsidiary of the Company, (B) its jurisdiction of incorporation or organization, (C) the location of its principal executive office and (D) the type and number of interests held of record by the Company or its Subsidiaries and any third party in a Subsidiary that is not wholly owned by the Company or its Subsidiaries and (ii) sets forth all capital stock or other equity interest in any entity that is owned, in whole or in part, directly or indirectly, by the Company or its Subsidiaries (other than capital stock of, or other equity interests in, its Subsidiaries).

Section 3.4 Authorization.

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation by the Company of the Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, other than, with respect to the Merger, the adoption of this Agreement by the holders of at least a majority of the outstanding aggregate voting power of Company Common Stock voting together as a single class (taking into account the provisions set forth in the Principal Company Stockholders Voting Agreement) (the " Company Stockholder Approval"). This Agreement has been duly and validly executed and delivered by the Company and, assuming the due execution and delivery by Parent and Merger Sub, constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law).

(b) The Board of Directors of the Company has (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and fair to, and in the best interests of, the Company and its stockholders, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (iii)

recommended that the Company Stockholders approve the adoption of this Agreement and (iv) directed that this Agreement be submitted to the Company Stockholders for adoption.

(c) The Company Stockholder Approval is the only vote of the holders of any class or series of capital stock of the Company necessary to adopt this Agreement and to consummate the Merger and the other transactions contemplated hereby under applicable Law or under the Company's certificate of incorporation or bylaws.

Section 3.5 Consents and Approvals; No Violations.

(a) The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement do not and will not require any filing or registration with, notification to, or authorization, permit, license, declaration, Order, consent or approval of, or other action by or in respect of, any Governmental Authority by the Company other than (i) as may be required by the HSR Act, (ii) the filing with the SEC of (A) the Proxy Statement, (B) the Registration Statement, and (C) such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated by this Agreement, (iii) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable U.S. federal and state or foreign securities Laws, (iv) approval by the FCC of application(s) for transfer of control and/or assignment of the FCC licenses and registrations listed on Section 3.5(a) of the Company Disclosure Letter, and (v) the filing of the Certificate of Merger or other documents as required by the DGCL.

(b) The execution, delivery and, subject to the Company Stockholder Approval, performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement (including the Debt Financing) do not and will not (i) conflict with or violate any provision of the Company Charter or Company Bylaws or similar organizational documents of any of its Subsidiaries, (ii) assuming that all consents, approvals, authorizations and other actions described in Section 3.5(a) have been obtained and all filings and other obligations described in Section 3.5(a) have been made, conflict with or violate, in any material respect, any Law applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound, (iii) except as set forth in Section 3.5(b)(iii) of the Company Disclosure Letter, require any consent or notice, or result in any violation or breach of, or conflict with, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of purchase, termination, amendment, acceleration or cancellation) under, result in the loss of any benefit under, or result in the triggering of any payments pursuant to, any of the terms, conditions or provisions of any Company Material Contract or any Blanket License or (iv) result in the creation of an Encumbrance (except for Permitted Encumbrances) on any property or asset of the Company or any of its Subsidiaries, except, with respect to clauses (ii), (iii) and (iv), for such conflicts, violations, triggering of payments, Encumbrances, filings, notices, permits, authorizations, consents, approvals, terminations, amendments, accelerations, cancellations, breaches, defaults, losses of benefits or rights which would not reasonably be expected to have a Company Material Adverse Effect.

Section 3.6 SEC Reports and Financial Statements.

(a) The Company has timely filed with, or furnished to, as applicable, the SEC all registration statements, prospectuses, reports, forms, statements, schedules, certifications and other documents required to be filed by the Company since January 1, 2014 (together with all exhibits and schedules thereto and all information incorporated therein by reference, the "Company SEC Documents"). As of their respective dates, or if amended, as of the date of the last such amendment, the Company SEC Documents (i) were prepared in accordance and complied in all material respects with the requirements of the Sarbanes Act, Securities Act and the Exchange Act (to the extent then applicable) and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in the Company SEC Documents (the "Company Financial Statements"), (i) complied, as of their respective dates of filing with the SEC, in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) was prepared in accordance with GAAP applied on a consistent basis during the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act) and (iii) fairly presented in all material respects and in accordance with GAAP the consolidated financial position of the Company and its Subsidiaries as of the respective dates thereof and the consolidated results of the Company's and its Subsidiaries' operations and cash flows for the periods indicated (except that the unaudited interim financial statements were or will be subject to normal and recurring year-end and quarter-end adjustments).

(c) The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

(d) The Company has timely responded to all comment letters from the Staff of the SEC relating to the Company SEC Documents, and the SEC has not asserted that any of such responses are inadequate, insufficient or otherwise non-responsive. None of the Company SEC Documents filed on or prior to the date hereof is, to the Knowledge of the Company, subject to ongoing SEC review or investigation.

(e) The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of NASDAQ.

Section 3.7 No Undisclosed Liabilities. Except as reflected or reserved against in the balance sheet of the Company dated December 31, 2015 included in the Form 10-K filed by the Company with the SEC on February 25, 2016 (or described in the notes thereto), neither the Company nor any of its Subsidiaries has any Liabilities of the type required to be disclosed in the liabilities column of a balance sheet prepared in accordance of with GAAP except (a) Liabilities incurred since January 1, 2016, in the ordinary course of business consistent with past practice which would not reasonably be expected to have a Company Material Adverse Effect and (b)

Liabilities incurred in connection with this Agreement, the Transaction Documents or the transactions contemplated thereby. Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any material "off-balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K of the Exchange Act)), where the result, purpose or intended effect of such Contract or arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries in the Company Financial Statements or Company SEC Documents.

Section 3.8 Absence of Certain Changes. Since January 1, 2016, (a) there has been no event or condition which has had, or would reasonably be expected to have, a Company Material Adverse Effect, and (b) the Company and each of its Subsidiaries have, in all material respects, conducted their businesses in the ordinary course of business consistent with past practice.

Section 3.9 Litigation. There is no material Action pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries or any of its or their respective properties or assets.

Section 3.10 Compliance with Applicable Laws.

(a) Since January 1, 2014, the Company and each of its Subsidiaries have complied, and are now in compliance, in each case, in all material respects with all applicable Laws. No investigation or review by any Governmental Authority with respect to the Company or any of its Subsidiaries is pending or, to the Knowledge of the Company, threatened, nor, to the Knowledge of the Company, has any Governmental Authority indicated an intention to conduct any such investigation or review;

(b) The Company and its Subsidiaries (i) hold all material Governmental Permits necessary for the lawful conduct of their respective businesses or ownership of their respective assets and properties, and all such Governmental Permits are in full force and effect and (ii) are in material compliance with all terms and conditions of such Governmental Permits and, to the Knowledge of the Company, no such Governmental Permits are subject to any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification; and

(c) The Company is not an "investment company" under the Investment Company Act of 1940.

Section 3.11 Properties.

(a) Neither the Company nor any of its Subsidiaries owns any real property.

(b) Section 3.11(b) of the Company Disclosure Letter sets forth a true, correct and complete list of all material real property leases, subleases and other occupancy arrangements to which the Company or any of its Subsidiaries is a party and each amendment thereto material to the Company's business (the "Real Property Leases"). Each premise subject

to a Real Property Lease is hereinafter referred to as a "Leased Property." The Company has made available to Parent a true, correct and complete copy of each Real Property Lease. Except as set forth on Section 3.11(b) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has transferred, mortgaged or assigned any interest in any such Real Property Lease, nor has the Company nor any of its Subsidiaries subleased or otherwise granted rights of use or occupancy of any of the premises described therein to any other Person. With respect to each Real Property Lease, (i) such Real Property Lease is in full force and effect and is valid and binding on the Company and its Subsidiaries, as applicable and, to the Knowledge of the Company, each other party thereto and enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law), (ii) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to such Real Property Lease, is in material breach or violation of, or in material default under, such Real Property Lease and (iii) no event has occurred or circumstance exists (including the consummation of the transactions contemplated by this Agreement) which, with the delivery of notice, the passage of time or both, would result in a material breach or violation of, or a material default under, such Real Property Lease, or permit the termination, modification or acceleration of rent under such Real Property Lease.

Section 3.12 Tax. Except as would not reasonably be expected to have a Company Material Adverse Effect and except as otherwise set forth in Section 3.12 of the Company Disclosure Letter:

(a) (i) all Tax Returns required to be filed by or on behalf of the Company or any of its Subsidiaries (and, to the Knowledge of the Company, all Tax Returns required to be filed by any Person (other than the Company and its Subsidiaries) with respect to or on behalf of any affiliated, consolidated, combined, unitary or similar group for Tax purposes of which the Company or any of its Subsidiaries is or has been a member) have been filed when due (taking into account any extension of time within which to file) in accordance with all applicable Laws; (ii) all such Tax Returns are true, accurate and complete in all respects and have been prepared in substantial compliance with all applicable Laws; and (iii) all Taxes due and payable by the Company or any of its Subsidiaries (including any Taxes that are required to be collected, deducted or withheld in connection with any amounts paid or owing to, or received or owing from, any employee, creditor, customer, independent contractor or other third party) have been timely paid, or collected, deducted and withheld and remitted to the appropriate Tax Authority; except, in the case of each of clauses (i) through (iii), for Taxes or Tax matters contested in good faith and that have been adequately provided for, in accordance with GAAP, in the Company SEC Documents filed prior to the date hereof;

(b) the accruals and reserves for Taxes reflected in the consolidated financial statements included in the Company SEC Documents are adequate, in accordance with GAAP, and cover all Taxes of the Company and its Subsidiaries for periods (or portions thereof) ending on or prior to the date of such consolidated financial statements;

(c) since January 1, 2013, no written claim has been made by any Tax Authority in a jurisdiction where the Company or any of its Subsidiaries does not file a Tax Return that the Company or any of its Subsidiaries is, or may be, subject to Tax by or required to file or be included in a Tax Return in that jurisdiction;

(d) there are no Encumbrances on any of the assets of the Company or any of its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Tax (except for Permitted Encumbrances);

(e) (i) no outstanding written claim has been received by, and no audit, action, or proceeding is in progress, against or with respect to the Company or any of its Subsidiaries in respect of any Tax; and (ii) all deficiencies, assessments or proposed adjustments asserted against the Company or any of its Subsidiaries by any Tax Authority have been paid or fully and finally settled;

(f) neither the Company nor any of its Subsidiaries (i) has been, since January 1, 2009, a member of an affiliated group (within the meaning of Section 1504 of the Code) or an affiliated, consolidated, combined, unitary, aggregate or similar group for state, local or foreign Tax purposes, other than a group of which the Company or any of its Subsidiaries is the common parent, (ii) has any Liability for the Taxes of any Person (other than the Company or any of its Subsidiaries) under Section 1.1502-6 of the Regulations (or any similar provision of state, local or foreign Tax Law), as a transferee or successor or by Contract, or (iii) is a party to any Tax sharing, Tax allocation or Tax indemnification agreement (other than commercial agreements the primary purpose of which does not relate to Taxes);

(g) no waiver or extension of any statute of limitations in respect of Taxes or any extension of time with respect to a Tax assessment or deficiency is in effect for the Company or any of its Subsidiaries;

(h) neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date, as a result of any (i) adjustment pursuant to Section 481(c) of the Code (or any similar provision of state, local or foreign Law) as a result of a change in method of accounting made prior to the Closing, (ii) installment sale, intercompany transaction or open transaction disposition made on or entered into prior to the Closing, (iii) prepaid amount received on or prior to the Closing, (iv) "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local or foreign Law) entered into prior to the Closing or (v) election pursuant to Section 108(i) of the Code (or any similar provision of state, local or foreign Law);

(i) neither the Company nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code in a distribution intended to qualify for tax-free treatment under Section 355 of the Code (x) in the two (2) years prior to the date of this Agreement or (y) which distribution is part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) with the transactions contemplated by this Agreement;

(j) the Company is not (and has not been at any time during the last five (5) years) a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code;

(k) the Company has made available to Parent copies of all material income Tax Returns of the Company and each of its Subsidiaries filed for all periods beginning on or after January 1, 2011; and

(l) neither the Company nor any of its Subsidiaries has participated in a "listed transaction" within the meaning of Section 1.6011-4(b)(2) of the Regulations or any similar provision of state, local or foreign Law.

Section 3.13 Intellectual Property.

(a) To the Knowledge of the Company, the Company or one of its Subsidiaries owns, or is licensed or otherwise possesses sufficient rights to use, the Company Intellectual Property in the manner that the Company and its Subsidiaries currently use such Company Intellectual Property to conduct their businesses, free and clear of all Encumbrances (except for Permitted Encumbrances). To the Knowledge of the Company, there are no material proceedings, cognizable claims or challenges that cause or would cause any Company Owned Intellectual Property to be invalid or unenforceable, and the Company has not received any notice in writing or subsequent correspondence from any Person in the two (2) year period prior to the date of this Agreement bringing or threatening to bring such Actions. Neither the Company nor any of its Subsidiaries has dedicated to the public domain, or forfeited or abandoned or otherwise allowed to become public domain any Company Owned Intellectual Property except in each case as would not reasonably be expected to have a Company Material Adverse Effect. To the extent required in the Company's and its Subsidiaries' reasonable judgment and consistent with prudent practices, all necessary registration, maintenance and renewal fees in respect of the Owned Intellectual Property have been paid and the Company or the relevant Subsidiary is current with all necessary documents and filings with the relevant Governmental Authorities for the purpose of maintaining such Owned Intellectual Property, except in each case as would not reasonably be expected to have a Company Material Adverse Effect.

(b) To the Knowledge of the Company, none of the Company, its Subsidiaries nor any of their respective activities, products or services infringes, misappropriates or otherwise violates, or has infringed, misappropriated or otherwise violated, any Intellectual Property right of any Person or constitutes a libel, slander or other defamation of any Person in a manner which would, or which would reasonably be expected to have a Company Material Adverse Effect. The Company has not received any notice of, and to the Knowledge of the Company, there have been no Actions claiming or alleging the matters described in the preceding sentence in the two (2) year period prior to the date of this Agreement, nor are there any such Actions pending. There are no Actions pending in which the Company or any of its Subsidiaries alleges that any Person is infringing, misappropriating or otherwise violating any Company Owned Intellectual Property right.

(c) The Company and its Subsidiaries have taken commercially reasonable steps to protect Owned Intellectual Property that the Company and its Subsidiaries in the exercise of their reasonable business judgment have determined to be necessary. The Company has a policy requiring (i) each employee of the Company and its Subsidiaries who contributes to the production or development of any Owned Intellectual Property for or on behalf of the Company or any of its Subsidiaries to execute a customary "work made for hire" agreement, and (ii) the Company's and its Subsidiaries' consultants that would reasonably be expected to contribute to the production or development of any Owned Intellectual Property for or on behalf of the Company or any of its Subsidiaries to execute a written agreement with an assignment of inventions and rights provision (such as a certificate of authorship or certificate of results and proceeds) or, if effective under applicable Law, a work-made-for-hire provision. Without limiting the foregoing, the Company and its Subsidiaries have taken commercially reasonable steps to maintain the confidentiality of the Trade Secrets owned and controlled by Company or any of its Subsidiaries that are material to Company and its Subsidiaries taken as a whole that Company and its Subsidiaries in the exercise of their reasonable business judgment have determined to be necessary.

(d) The consummation of the transactions contemplated by this Agreement will not (i) restrict, limit, invalidate, result in the loss of or otherwise materially adversely affect any right, title or interest of the Company or any of its Subsidiaries in any Owned Intellectual Property, nor its existing rights to use any Non-Owned Intellectual Property, (ii) grant or require the Company or any Subsidiary to grant to any Person any rights with respect to any Owned Intellectual Property, in each case, material to the business of the Company and its Subsidiaries, (iii) subject the Company or any of its Subsidiaries to any material increase in royalties or other payments under any Contract, or (iv) materially diminish any royalties or other payments to which the Company or its Subsidiaries would otherwise be entitled under any Contract.

(e) The Company has made available to Parent a true, complete and correct list of the locations of all original negatives (if any) and master copies of any material Library Films owned by the Company or its Subsidiaries, and to the extent such locations are owned or controlled by a third Person, the Company or its Subsidiaries are party to customary access agreements regarding the physical embodiments of any such Library Films (or any elements or portions thereof, or items or materials related thereto), regardless of form or format, at such locations.

(f) Section 3.13(f) of the Company Disclosure Letter sets forth, as of the date of this Agreement, all Films-in-Progress (which, with respect to development projects only, shall only include Films-in-Progress for which $200,000 or more is committed and unpaid) and a good faith estimate, as of the date of this Agreement, of all cost commitments with respect to such Films.

(g) Except as specifically set forth herein, the representations and warranties of the Company under this Section 3.13 exclude any Film (or Intellectual Property related thereto) that is co-owned with Parent or any of its Subsidiaries or to which Parent or any of its Subsidiaries currently has any right, title or interest.

Section 3.14 Information Technology; Security and Privacy.

(a) To the Knowledge of the Company, all information technology and computer systems relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, whether or not in electronic format, used in or material to the conduct of the business of the Company and its Subsidiaries, as currently conducted (collectively, "Company IT Systems"), is owned by, or is licensed to (with sufficient rights to use such Company IT Systems as currently used, by the Company or any of its Subsidiaries), free and clear of all Encumbrances (except for Permitted Encumbrances). The Company IT Systems are in good working condition, in all material respects, to effectively perform all information technology operations for which they are currently used. The Company and its Subsidiaries have in place a commercially reasonable disaster recovery program, including providing for the regular back-up and commercially reasonable prompt recovery of the data and information material to the conduct of the business of the Company and its Subsidiaries without material disruption to, or material interruption in, the conduct of the business of the Company and its Subsidiaries. The Company and its Subsidiaries have in place commercially reasonable maintenance and support agreements for all Company IT Systems.

(b) The data included in the Owned Intellectual Property that is material to the business of the Company and its Subsidiaries and contained in any database used or maintained by the Company or its Subsidiaries (collectively, the "Company Data") is owned by or licensed to (with sufficient rights to use such Company Data as currently used) the Company or a Subsidiary, free and clear of all Encumbrances (except for Permitted Encumbrances).

(c) The Company has established and is in compliance with a written information security program or programs covering the Company and its Subsidiaries in all territories in which it operates that (i) includes safeguards for the security, confidentiality and integrity of transactions and confidential or proprietary Company Data and (ii) is designed to protect against unauthorized access to the Company IT Systems, Company Data, and, except as set forth in Section 3.14(c) of the Company Disclosure Letter, the systems of any third party service providers that have access to (A) Company Data or (B) Company IT Systems.

(d) To the extent the Company or any of its Subsidiaries receives, processes, stores, or transmits "cardholder data" (as such term is defined in the Payment Card Industry Data Security Standards ("PCI DSS"), as amended from time to time), the Company or its Subsidiaries that engage in such activities are in compliance with, and have at all times complied with, all material requirements contained in the PCI DSS applicable to such cardholder data that has come into its possession. To the Knowledge of the Company, the Company and its Subsidiaries have never had a material security breach involving any such cardholder data. No material breach, deficiency or non-compliance was identified in the most recent audit (if any) of the Company and its Subsidiaries relating to compliance with PCI DSS.

Section 3.15 Employee Benefits.

(a) Section 3.15(a) of the Company Disclosure Letter contains a true, correct and complete list of each material (i) employment, bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation right or other equity-based

incentive, retention, severance, change-in-control, or termination pay plan or arrangement, medical, disability, life or other insurance, supplemental unemployment benefits, profit-sharing, pension or other retirement, vacation, or sick leave program, agreement or arrangement, and (ii) other employee benefit plan, program, agreement or arrangement, in either case, which is sponsored, maintained or contributed to or required to be contributed to by the Company or any of its Subsidiaries, or by any trade or business, whether or not incorporated, that together with the Company or any of its Subsidiaries would be deemed a "single employer" within the meaning of Section 414 of the Code (an "ERISA Affiliate"), for the benefit of any current or former employee, independent contractor or director of the Company, or any of its Subsidiaries or any ERISA Affiliate (the "Company Plans"). Except as required by applicable Law, none of the Company, any of its Subsidiaries nor any ERISA Affiliate has any formal plan or commitment, whether legally binding or not, to create any additional Company Plan or modify or change any existing Company Plan.

(b) With respect to each Company Plan, the Company has heretofore made available to Parent true, correct and complete copies of each such Company Plan and any amendments thereto, and to the extent applicable, any related trust or other funding vehicle, the latest version of any annual report on Form 5500 filed with the IRS with respect to each Company Plan (if any such report was required) with all required attachments and the most recent summary plan description (if required) and summaries of material modification with respect to any Company Plan for which a summary plan description is required, and the most recent determination letter received from the IRS with respect to each Company Plan intended to qualify under Section 401 of the Code.

(c) Each Company Plan has been operated and administered in all material respects in accordance with its terms and applicable Law. Except as would not reasonably be expected to result in a Company Material Adverse Effect, no event has occurred with respect to any Company Plan that would reasonably be expected to result in payment or assessment by or against the Company or any of its Subsidiaries or ERISA Affiliates of any Taxes under Sections 4972, 4975, 4976, 4977, 4979, 4980B, 4980D, 4980E or 5000 of the Code.

(d) Each Company Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable IRS determination letter with respect to such qualification and the Tax-exempt status of its related trust, and no circumstances exist which could reasonably be expected to result in material liability to the Company or its Subsidiaries in respect of such qualified status. Except as set forth in Section 3.15(d) of the Company Disclosure Letter, no Company Plan is subject to Title IV of ERISA.

(e) There are no pending or, to the Knowledge of the Company, threatened, Actions or audits involving any Company Plan or by any current or former employee, independent contractor or director against the Company or any of its Subsidiaries, other than routine claims for benefits.

(f) Neither the Company nor any of its Subsidiaries has any material Liability in respect of post-retirement health, medical or life insurance benefits for former or current officers, employees, independent contractors or directors of the Company or any of its Subsidiaries, other than as required by Section 4980B of the Code or Part 6 of Title I of ERISA.

(g) Except as set forth on Section 3.15(g) of the Company Disclosure Letter, the consummation of the Merger will not (either alone or together with any other event) cause or result in the accelerated vesting, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer or director of the Company or any of its Subsidiaries or trigger any payment of funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other obligation, including any funding requirement, pursuant to, any Company Plan or any collective bargaining agreement, and no such amount or benefit will constitute an "excess parachute payment" within the meaning of Section 280G of the Code. Neither the Company nor any of its Subsidiaries has any obligation to gross-up, indemnify or otherwise reimburse any current or former employee, director or other independent contractor of the Company or any of its Subsidiaries for any tax incurred by such individual under Section 409A or 4999 of the Code or otherwise.

Section 3.16 Labor.

(a) Except as set forth on Section 3.16 of the Company Disclosure Letter, and other than guilds and unions or other labor organizations in connection with the development, production and Exploitation of Films (e.g., SAG, DGA, WGA, IATSE, AFTRA and AFM), the Company and its Subsidiaries are neither party to, nor bound by, any labor agreement, collective bargaining agreement, work rules or practices, or any other material labor-related agreements or arrangements with any labor union, labor organization, employee organization or works council; there are no labor agreements, collective bargaining agreements, work rules or practices, or any other material labor-related agreements or arrangements to which the Company is bound that pertain to any of the employees of the Company or its Subsidiaries; and no employees of the Company or its Subsidiaries are represented by any labor union or labor organization or works council with respect to their employment with the Company or its Subsidiaries.

(b) Except as would not reasonably be expected to result in a Company Material Adverse Effect, there are (i) no unfair labor practice complaints pending against the Company or its Subsidiaries before the National Labor Relations Board or any other labor relations tribunal or authority, and (ii) no labor strike, lock out, material grievance, material arbitration, labor dispute, slowdown or stoppage against or affecting the Company or its Subsidiaries, and no labor dispute is pending or, to the Knowledge of the Company, threatened.

(c) Except as would not reasonably be expected to result in a Company Material Adverse Effect, the Company and its Subsidiaries are and have been in material compliance with all Laws of the United States and any state thereof respecting (i) employment and employment practices, including, but not limited to, the Workers' Adjustment and Retraining Notification Act (and any similar foreign, provincial, state or local statute or regulation), and (ii) terms and conditions of employment, health and safety, wages and hours, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

Section 3.17 Material Contracts.

(a) Except as set forth in Section 3.17(a) of the Company Disclosure Letter, as of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to, or bound by, any of the following (each, a "Company Material Contract"):

(i) any Contract that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the Exchange Act);

(ii) any Contract relating to Indebtedness of any Person (other than (A) Exploitation Contracts and (B) ordinary course arrangements among the Company and its wholly owned Subsidiaries (including arrangements between the Company and a single purpose development, production and or financing subsidiary in each case which is a wholly-owned Subsidiary of the Company) in connection with the development, production, financing and/or Exploitation of Films) in excess of $10 million;

(iii) any Contract that restricts it from participating or competing in any line of business, market or geographic area other than (x) in connection with the ordinary course development, production, financing and/or Exploitation of Films or (y) any such restriction that is not material to the conduct of the business of the Company and its Subsidiaries taken as a whole;

(iv) any material joint venture, partnership or limited liability company agreements or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any joint venture, partnership or limited liability company, other than ordinary course intercompany arrangements (including arrangements between the Company and a single purpose development, production and or financing subsidiary) in connection with the development, production, financing and/or Exploitation of Films;

(v) any collective bargaining agreement or other Contract to or with any labor union or other employee representative of a group of employees (other than guilds and unions or other labor organizations in connection with the development, production and Exploitation of Films (e.g., SAG, WGA, DGA, IATSE, AFTRA and AFM));

(vi) any Contract between the Company and any of its Affiliates or any Specified Company Affiliates, other than (A) immaterial Contracts entered into in the ordinary course of business consistent with past practice, and (B) any such Contract solely between or among the Company and/or its wholly owned Subsidiaries;

(vii) any employment, retention, severance or consulting agreement (other than any "talent" Contract or Contract with other production personnel), and stock option plan, stock incentive plan, stock appreciation rights plan or stock purchase plan;

(viii) any Contract the termination of which would reasonably be expected to have a Company Material Adverse Effect;

(ix) any Material Affiliation Contract;

(x) any Contract entered into after January 1, 2014 involving the acquisition or disposition, directly or indirectly (by merger or otherwise), of assets (other than licenses of Intellectual Property in the ordinary course of business) or capital stock or other equity interests for aggregate consideration (in one or a series of transactions) under such Contract of $5 million or more;

(xi) any Exploitation Contract entered into by the Company or any of its Subsidiaries pursuant to which (A) the Company and its Subsidiaries in the aggregate would, under the current terms of such Contract and not giving effect to any potential profit participation or other similar arrangement, reasonably be expected to receive payments from third parties from the Exploitation of the applicable property in excess of $3 million in the aggregate over the term of such Contract and/or (B) in respect of which the Company or any of its Subsidiaries would reasonably be expected to make payments to third parties for the development, production, acquisition or license of the applicable property in excess of $10 million in the aggregate over the term of such Contract; or

(xii) any Contract (other than (A) any Contract described in clauses (i) through (xi) above and (B) any Affiliation Contract) under which the remaining amounts due to or payable by the Company and/or its Subsidiaries equals or exceeds $35,000,000.

(b) As of the date of this Agreement, the Company has made available to Parent true, correct and complete copies of all Company Material Contracts.

(c) Except as set forth or described on Section 3.17(c) of the Company Disclosure Letter, (i) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to a Company Material Contract, is in breach or violation of, or in default under, any Company Material Contract, (ii) with respect to either the Company or any of its Subsidiaries or, to the Knowledge of the Company, any other party to a Company Material Contract, no event has occurred or circumstance exists which would result in a breach or violation of, or a default under, any Company Material Contract (in each case, with or without notice or lapse of time or both), and (iii) each Company Material Contract is valid and binding on each of the Company and its Subsidiaries, as applicable, and, to the Knowledge of the Company, each other party thereto and enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law), and is in full force and effect with respect to each of the Company and its Subsidiaries, as applicable, and, to the Knowledge of the Company, each other party thereto, in the case of each of the foregoing, other than as would not be reasonably expected to have a Company Material Adverse Effect.

(d) Neither the Company nor any of its Subsidiaries (i) has entered into any Exploitation Contract of the type described in Section 3.17(a)(xi) or any Affiliation Contract, in any case that contains any MFN Obligation concerning any economic or financial terms and conditions (including involving the Exploitation of Films by the other party to such Contract) and/or (ii) is in breach or violation of, or in default (with or without notice or lapse of time or both) under any MFN Obligation.

Section 3.18 Insurance. The Company has made available to Parent prior to the date of this Agreement copies of all insurance policies which are maintained by the Company or its Subsidiaries or which names the Company or any of its Subsidiaries as an insured (or loss payee), including those which pertain to the Company's assets, employees, operations and Company IT Systems. All such insurance policies are in full force and effect. Neither the Company nor any of its Subsidiaries have received notice of cancellation of any such insurance policy or is in breach of, or default under, any such insurance policy, and all premiums due thereunder have been timely paid. There is no material claim by the Company or any of its Subsidiaries pending under any such insurance policy as to which coverage has been questioned, denied or disputed by the underwriters of such policies.

Section 3.19 Environmental Matters. Except as would not reasonably be expected to have a Company Material Adverse Effect: (a) the Company and its Subsidiaries are, and the status of the Leased Property is, in compliance with all applicable Environmental Laws; (b) since January 1, 2013, the Company and its Subsidiaries have obtained and are in compliance with all Governmental Permits required for the operation of their business under applicable Environmental Laws; and (c) the Company and its Subsidiaries are not subject to any pending or, to the Knowledge of the Company, threatened Environmental Claim. Except as would not reasonably be expected to have a Company Material Adverse Effect, there has been no Release of Hazardous Materials at, from, to, on or under any of the properties that are currently or formerly owned, leased, operated or used by the Company or any of its Subsidiaries or, to the Knowledge of the Company, any properties to which the Company or any of its Subsidiaries has sent waste.

Section 3.20 Blanket Licenses.

(a) The Blanket Licenses held by the Company or any of its Subsidiaries are in full force in effect, and, except as set forth in Section 3.20(a) of the Company Disclosure Letter, are not scheduled to expire before the date which is six (6) months following the Effective Time. There is no active or unresolved Action by any PRO against the Company, and to the Knowledge of the Company, there is no fact, which, if known to any PRO, would constitute the basis for an Action by any PRO, including, the fact that the Blanket Licenses have been disclosed to Parent. The Company and each of its Subsidiaries is in material compliance with the Blanket Licenses to which it is a party.

(b) Except as would not reasonably be expected to have a Company Material Adverse Effect, the non-dramatic public performance rights to each and every musical composition which is communicated to the public by means of the Broadcast Services have been acquired by the Company by means of a Blanket License or a direct performance license with the publisher of the applicable composition or is in the public domain throughout the world.

Section 3.21 DGCL Section 203. Assuming the accuracy of the representations set forth in Section 4.18, the Company has taken all action necessary so that the restrictions on "business combinations" otherwise applicable under Section 203 of the DGCL do not apply to Transaction Documents, the Merger, the Exchange (as contemplated by the Exchange Agreement) and the other transactions contemplated thereby, and, accordingly, no such

restrictions nor other anti-takeover or similar statute or regulation applies or purports to apply to any such transactions.

Section 3.22 Canada Competition Act. The Company and its Subsidiaries do not have assets in Canada with an aggregate value in excess of CAD $87 million, nor do the Company and its Subsidiaries have gross revenues from sales in or from Canada generated from assets in Canada in excess of CAD $87 million, all as determined pursuant to Part IX of the Canada Competition Act.

Section 3.23 Investment Canada Act. The value of the assets of the Company and its Subsidiaries that carry on a Canadian business and of all other entities located in Canada, the control of which will be acquired pursuant to this Agreement, is less than CAD $50 million, as determined pursuant to the Investment Canada Act.

Section 3.24 Opinion of Financial Advisor. The Company has received the opinion of LionTree Advisors LLC, dated June 29, 2016 to the effect that, as of such date, the Merger Consideration to be received by the holders of Series A Common Stock (other than the Excluded Parties (as defined therein)), solely in their capacity as holders of Series A Common Stock and not in their capacity as holders of Series B Common Stock, if applicable, is fair, from a financial point of view, to such holders of Series A Common Stock. A copy of such opinion has been, or will promptly be, made available to Parent.

Section 3.25 Brokers. Except for fees payable to LionTree Advisors LLC and Raine Securities LLC pursuant to engagement letters, copies of which have been provided to Parent, no Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

Section 3.26 Investigation by the Company; Limitation on Warranties. The Company has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and technology of Parent and acknowledges that the Company has been provided access to personnel, properties, premises and records of Parent for such purposes. In entering into this Agreement, except as expressly provided herein, the Company has relied solely upon its independent investigation and analysis of Parent and the Company acknowledges and agrees that it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Parent or any of its directors, officers, stockholders, employees, affiliates, agents, advisors or representatives that are not expressly set forth in this Agreement, whether or not such representations, warranties or statements were made in writing or orally.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except as set forth in the Parent SEC Documents filed prior to the date hereof (excluding any disclosure set forth in any risk factor section and in any section relating to forward looking statements, the "Specified Parent SEC Disclosure"), to the extent that it is reasonably apparent

that the disclosure in the Specified Parent SEC Disclosure is responsive to the matters set forth in this Article IV, Parent and Merger Sub represent and warrant to the Company as follows:

Section 4.1 Organization; Standing and Power. (a) Parent is duly organized, validly existing and in good standing under the corporate laws of the province of British Columbia, (b) Merger Sub is duly organized, validly existing and in good standing under the laws of the state of Delaware, (c) each of Parent and Merger Sub has all requisite organizational power and authority to own, lease and operate its properties and to carry on its business as currently conducted and (d) each of Parent and Merger Sub is duly qualified or licensed to do business as a foreign corporation, and is in good standing (with respect to jurisdictions which recognize such concept), in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except in each case as would not reasonably be expected to have a Parent Material Adverse Effect. Parent has made available to the Company, prior to the date hereof, a true, complete and correct copy of the Notice of Articles and Articles of Parent and the certificate of incorporation and bylaws of Merger Sub.

Section 4.2 Capitalization of Parent and Merger Sub.

(a) The authorized capital stock of Parent consists of 500,000,000 shares of Parent Common Stock, no par value and 200,000,000 shares of Parent Preferred Stock, no par value. As of the close of business on June 23, 2016, (i) 147,634,341 shares of Parent Common Stock were issued and outstanding, (ii) 0 shares of Parent Common Stock were held in treasury by Parent and its Subsidiaries and (iii) no shares of Parent Preferred Stock were issued and outstanding. All of the outstanding shares of capital stock of Parent have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth above and on Section 4.2(a) of the Parent Disclosure Letter, there are no outstanding (A) shares of capital stock or other voting securities of or ownership interests in Parent, (B) securities of Parent or any of its Subsidiaries convertible into or exchangeable for shares of capital stock or voting securities of or ownership interests in Parent, (C) subscriptions, calls, Contracts, commitments, understandings, restrictions, arrangements, rights, warrants, options or other rights to acquire from Parent or any Subsidiary of Parent, or obligations of Parent or any Subsidiary of Parent to issue any capital stock, voting securities or other ownership interests in, or any securities convertible into or exchangeable or exercisable for any capital stock, voting securities or ownership interests in, Parent, or obligations of Parent or any Subsidiary of Parent to grant, extend or enter into any such agreement or commitment or (D) obligations of Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any outstanding securities of Parent, or to vote or to dispose of any shares of capital stock of Parent.

(b) All shares of capital stock of Parent to be issued in connection with the Merger, when issued pursuant to this Agreement, will be duly authorized, validly issued, fully paid and non-assessable and not subject to any preemptive or similar rights.

(c) The authorized capital stock of Merger Sub consists solely of One Hundred (100) shares of Merger Sub Common Stock. As of the date of this Agreement, there are One Hundred (100) shares of Merger Sub Common Stock issued and outstanding, all of which are held directly or indirectly by Parent. All of the outstanding shares of Merger Sub

Common Stock have been duly authorized and validly issued and are fully paid and non-assessable and free of preemptive rights. Merger Sub does not hold, nor has it held, any material assets or incurred any material liabilities, nor has Merger Sub carried on any business activities other than in connection with the Merger and the transactions contemplated by this Agreement.

Section 4.3 Authorization.

(a) Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Parent and Merger Sub, including the adoption of this Agreement by the sole stockholder of Merger Sub, and, other than (i) the affirmative vote of the holders of a two-thirds majority of the votes cast at the Parent Stockholders' Meeting, to approve the Parent Common Stock Reorganization and the Parent Common Stock Exchange, and (ii) the affirmative vote of the holders of a majority of votes cast at the Parent Stockholders' Meeting, to approve the Stock Issuance (collectively, the "Parent Stockholder Approvals"), no other corporate proceedings on the part of Parent or Merger Sub are necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent and Merger Sub and, assuming the due adoption by Parent as aforesaid and the due execution and delivery by the Company, constitutes the valid and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law).

(b) The Board of Directors of Parent has (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, the Parent Common Stock Reorganization and the Stock Issuance, are advisable and fair to, and in the best interests of, Parent, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, the Parent Common Stock Reorganization and the Stock Issuance, (iii) recommended that the Parent Stockholders approve the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance and (iv) directed that the proposals to approve the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance be submitted to the Parent Stockholders for their approval.

(c) The Board of Directors of Merger Sub has (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and fair to, and in the best interests of, Merger Sub and its sole stockholder, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (iii) recommended that the sole stockholder of Merger Sub approve the adoption of this Agreement and (iv) directed that this Agreement be submitted to the sole stockholder of Merger Sub for adoption.

Section 4.4 Consents and Approvals; No Violations.

(a) The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated by this Agreement do not and will not require any filing or registration with, notification to, or authorization, permit, license, declaration, Order, consent or approval of, or other action by or in respect of, any Governmental Authority other than (i) as may be required by the HSR Act, the Competition Laws of Germany and the Investment Canada Act, (ii) the filing with the SEC of (A) the Proxy Statement, (B) the Registration Statement and (C) such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated by this Agreement, (iii) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable U.S. federal and state or foreign securities Laws and (iv) the filing of one or more Certificates of Merger or other documents as required by the DGCL.

(b) Except as set forth on Section 4.4(b) of the Parent Disclosure Letter, the execution, delivery and, subject to the Parent Stockholder Approvals, performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the transactions contemplated by this Agreement (including the Debt Financing) do not and will not (i) conflict with or violate any provision of the organizational documents of Parent and Merger Sub, (ii) assuming that all consents, approvals, authorizations and other actions described in Section 4.4(a) have been obtained and all filings and other obligations described in Section 4.4(a) have been made, conflict with or violate, in any material respect, any Law applicable to Parent or Merger Sub or by which any property or asset of Parent or Merger Sub is bound, (iii) require any consent or notice, or result in any violation or breach of, or conflict with, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of purchase, termination, amendment, acceleration or cancellation) under, result in the loss of any benefit under, or result in the triggering of any payments pursuant to, any of the terms, conditions or provisions of any Parent Material Contract or (iv) result in the creation of an Encumbrance (except for Permitted Encumbrances) on any property or asset of Parent or Merger Sub except, with respect to clauses (ii), (iii) and (iv), for such conflicts, violations, triggering of payments, Encumbrances, filings, notices, permits, authorizations, consents, approvals, terminations, amendments, accelerations, cancellations, breaches, defaults, losses of benefits or rights which would not reasonably be expected to have a Parent Material Adverse Effect.

Section 4.5 SEC Reports and Financial Statements.

(a) Parent has timely filed with, or furnished to, as applicable, the SEC and the Canadian securities administrators, all registration statements, prospectuses, reports, forms, statements, schedules, certifications and other documents required to be filed by Parent since April 1, 2014 (together with all exhibits and schedules thereto and all information incorporated therein by reference, the "Parent SEC Documents"). As of their respective dates, or if amended, as of the date of the last such amendment, the Parent SEC Documents (i) were prepared in accordance and complied in all material respects with the requirements of the Sarbanes Act, Securities Act and the Exchange Act (to the extent then applicable) and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or

necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in the Parent SEC Documents (i) complied, as of their respective dates of filing with the SEC, as to form in all material respects with the published rules and regulations of the SEC with respect thereto, (ii) was prepared in accordance with GAAP applied on a consistent basis during the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act), and (iii) fairly presented in all material respects and in accordance with GAAP the consolidated financial position of Parent and its Subsidiaries as of the respective dates thereof and the consolidated results of Parent's and its Subsidiaries' operations and cash flows for the periods indicated (except that the unaudited interim financial statements were or will be subject to normal and recurring year-end and quarter-end adjustments).

(c) Except as set forth on Section 4.5 of the Parent Disclosure Letter, Parent maintains a system of internal accounting controls sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

(d) Parent has timely responded to all comment letters from the Staff of the SEC relating to the Parent SEC Documents and the SEC has not asserted that any of such responses are inadequate, insufficient or otherwise non-responsive. Except as set forth on Section 4.5 of the Parent Disclosure Letter, none of the Parent SEC Documents filed on or prior to the date hereof is, to the Knowledge of Parent, subject to ongoing SEC review or investigation.

(e) Parent is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE.

Section 4.6 No Undisclosed Liabilities. Except as reflected or reserved against in the balance sheet of Parent dated March 31, 2016 included in the Form 10-K filed by Parent with the SEC on May 25, 2016 (or described in the notes thereto), neither Parent nor any of its Subsidiaries has any Liabilities of the type required to be disclosed in the liabilities column of a balance sheet prepared in accordance of with GAAP except (a) Liabilities incurred since March 31, 2016, in the ordinary course of business consistent with past practice which would not reasonably be expected to have a Parent Material Adverse Effect and (b) Liabilities incurred in connection with this Agreement or the transactions contemplated hereby. Neither Parent nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among Parent and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any material "off-balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K of the Exchange Act)), where the result, purpose or intended effect of such Contract or arrangement is to avoid

disclosure of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries in the Parent SEC Documents.

Section 4.7 Absence of Certain Changes. Since March 31, 2016, (a) there has been no event or condition which has had, or would reasonably be expected to have, a Parent Material Adverse Effect and (b) the Parent and its Subsidiaries have, in all material respects, conducted their businesses in the ordinary course of business consistent with past practice.

Section 4.8 Litigation. Except as set forth on Section 4.8 of the Parent Disclosure Letter, as of the date of this Agreement, there is no material Action pending or, to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries or any of its or their respective properties or assets that if decided adversely against the Parent would reasonably be likely to have a Parent Material Adverse Effect.

Section 4.9 Compliance with Applicable Laws.

(a) Except as set forth on Section 4.9 of the Parent Disclosure Letter, since April 1, 2014, Parent and each of its Subsidiaries have complied, and are now in compliance, in each case, in all material respects with all applicable Laws. No investigation or review by any Governmental Authority with respect to Parent or any of its Subsidiaries is pending or, to the Knowledge of Parent, threatened, nor, to the knowledge of Parent, has any Governmental Authority indicated an intention to conduct any such investigation or review;

(b) Parent and its Subsidiaries (i) hold all material Governmental Permits necessary for the lawful conduct of their respective businesses or ownership of their respective assets and properties, and all such Governmental Permits are in full force and effect and (ii) are in material compliance with all such Governmental Permits and, to the Knowledge of Parent, no such Governmental Permits are subject to any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification; and

(c) Parent is not an "investment company" under the Investment Company Act of 1940.

Section 4.10 Tax. Except as would not reasonably be expected to have a Parent Material Adverse Effect and except as otherwise set forth in Section 4.10 of the Parent Disclosure Letter:

(a) (i) all Tax Returns required to be filed by or on behalf of Parent or any of its Subsidiaries (and, to the Knowledge of Parent, all Tax Returns required to be filed by any Person (other than the Company and its Subsidiaries) with respect to or on behalf of any affiliated, consolidated, combined, unitary or similar group for Tax purposes of which Parent or any of its Subsidiaries is or has been a member) have been filed when due (taking into account any extension of time within which to file) in accordance with all applicable Laws; (ii) all such Tax Returns are true, accurate and complete in all respects and have been prepared in compliance with all applicable Laws; and (iii) all Taxes due and payable by Parent or any of its Subsidiaries (including any Taxes that are required to be collected, deducted or withheld in connection with any amounts paid or owing to, or received or owing from, any employee, creditor, customer, independent contractor or other third party) have been timely paid, or collected, deducted and

withheld and remitted to the appropriate Tax Authority; except, in the case of each of clauses (i) through (iii), for Taxes or Tax matters contested in good faith and that have been adequately provided for, in accordance with GAAP, in the Parent SEC Documents filed prior to the date hereof;

(b) the accruals and reserves for Taxes reflected in the consolidated financial statements included in the Parent SEC Documents are adequate, in accordance with GAAP, and cover all Taxes of Parent and its Subsidiaries for periods (or portions thereof) ending on or prior to the date of such consolidated financial statements;

(c) since January 1, 2013, no written claim has been made by any Tax Authority in a jurisdiction where Parent or any of its Subsidiaries does not file a Tax Return that Parent or any of its Subsidiaries is, or may be, subject to Tax by or required to file or be included in a Tax Return in that jurisdiction;

(d) there are no Encumbrances on any of the assets of Parent or any of its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Tax (except for Permitted Encumbrances);

(e) (i) no outstanding written claim has been received by, and no audit, action or proceeding is in progress, against or with respect to Parent or any of its Subsidiaries in respect of any Tax; and (ii) all deficiencies, assessments or proposed adjustments asserted against Parent or any of its Subsidiaries by any Tax Authority have been paid or fully and finally settled;

(f) neither Parent nor any of its Subsidiaries (i) has been, since January 1, 2009, a member of an affiliated group (within the meaning of Section 1504 of the Code) or an affiliated, consolidated, combined, unitary, aggregate or similar group for state, local or foreign Tax purposes, other than a group of which Parent or any of its Subsidiaries is the common parent, (ii) has any Liability for the Taxes of any Person (other than Parent or any of its Subsidiaries) under Section 1.1502-6 of the Regulations (or any similar provision of state, local or foreign Tax Law), as a transferee or successor or by Contract or (iii) is a party to any Tax sharing, Tax allocation or Tax indemnification agreement (other than commercial agreements the primary purpose of which does not relate to Taxes);

(g) no waiver or extension of any statute of limitations in respect of Taxes or any extension of time with respect to a Tax assessment or deficiency is in effect for Parent or any of its Subsidiaries;

(h) neither Parent nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date, as a result of any (i) adjustment pursuant to Section 481(c) of the Code (or any similar provision of state, local or foreign Law) as a result of a change in method of accounting made prior to the Closing, (ii) installment sale, intercompany transaction or open transaction disposition made on or entered into prior to the Closing, (iii) prepaid amount received on or prior to the Closing, (iv) "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local or foreign Law) entered into

prior to the Closing or (v) election pursuant to Section 108(i) of the Code (or any similar provision of state, local or foreign Law);

(i) neither Parent nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code in a distribution intended to qualify for tax-free treatment under Section 355 of the Code (x) in the two (2) years prior to the date of this Agreement or (y) which distribution is part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) with the transactions contemplated by this Agreement;

(j) neither Parent nor any of its Subsidiaries has participated in a "listed transaction" within the meaning of Section 1.6011-4(b)(2) of the Regulations or any similar provision of state, local or foreign Law;

(k) Parent is not controlled by a "non-resident corporation" for purposes of Section 212.3 of the *Income Tax Act* (Canada).

Section 4.11 Intellectual Property.

(a) Except as set forth on Section 4.11 of the Parent Disclosure Letter, to the Knowledge of Parent, Parent or one of its Subsidiaries owns, or is licensed or otherwise possesses sufficient rights to use, the Parent Intellectual Property in the manner that Parent and its Subsidiaries as currently use such Parent Intellectual Property to conduct their businesses, free and clear of all Encumbrances (except for Permitted Encumbrances). Except as set forth on Section 4.11 of the Parent Disclosure Letter, to the Knowledge of Parent, there are no material proceedings, cognizable claims or challenges that cause or would cause any Parent Owned Intellectual Property to be invalid or unenforceable, and the Parent has not received any notice in writing or subsequent correspondence from any Person in the two (2) year period prior to the date of this Agreement bringing or threatening to bring such Actions. Neither Parent nor any of its Subsidiaries has dedicated to the public domain, or forfeited or abandoned or otherwise allowed to become public domain any Parent Owned Intellectual Property except in each case as would not reasonably be expected to have a Parent Material Adverse Effect. To the extent required in Parent's and its Subsidiaries' reasonable judgment and consistent with prudent practices, all necessary registration, maintenance and renewal fees in respect of the Owned Intellectual Property have been paid and Parent or the relevant Subsidiary is current with all necessary documents and filings with the relevant Governmental Authorities for the purpose of maintaining such Owned Intellectual Property except in each case as would not reasonably be expected to have a Parent Material Adverse Effect.

(b) Except as set forth on Section 4.11 of the Parent Disclosure Letter, to the Knowledge of Parent, none of Parent, its Subsidiaries nor any of their respective activities, products or services infringes, misappropriates or otherwise violates, or has infringed, misappropriated or otherwise violated, any Intellectual Property right of any Person or constitutes a libel, slander or other defamation of any Person in a manner which would, or which would reasonably be expected to have a Parent Material Adverse Effect. Except as set forth on Section 4.11 of the Parent Disclosure Letter, Parent has not received any notice of, and to the Knowledge of Parent, there have been no Actions claiming or alleging the matters described in

the preceding sentence in the two (2) year period prior to the date of this Agreement, nor are there any such Actions pending. Except as set forth on Section 4.11 of the Parent Disclosure Letter, there are no Actions pending in which Parent or any of its Subsidiaries alleges that any Person is infringing, misappropriating or otherwise violating any Parent Owned Intellectual Property right.

(c) Parent and its Subsidiaries have taken commercially reasonable steps to protect Owned Intellectual Property that the Parent and its Subsidiaries in the exercise of their reasonable business judgment have determined to be necessary. Parent has a policy requiring (i) each employee of Parent and its Subsidiaries who contributes to the production or development of any Owned Intellectual Property for or on behalf of the Parent or any of its Subsidiaries to execute a customary "work made for hire" agreement, and (ii) the Parent's and its Subsidiaries' consultants that would reasonably be expected to contribute to the production or development of any Owned Intellectual Property for or on behalf of Parent or any of its Subsidiaries to execute a written agreement with an assignment of inventions and rights provision (such as a certificate of authorship or certificate of results and proceeds) or, if effective under applicable Law, a work-made-for-hire provision. Without limiting the foregoing, Parent and its Subsidiaries have taken commercially reasonable steps to maintain the confidentiality of the Trade Secrets owned and controlled by Parent or any of its Subsidiaries that are material to Parent and its Subsidiaries taken as a whole that Parent and its Subsidiaries in the exercise of their reasonable business judgment have determined to be necessary.

(d) Except as would not reasonably be expected to have a Parent Material Adverse Effect, the consummation of the transactions contemplated by this Agreement will not (i) restrict, limit, invalidate, result in the loss of or otherwise adversely affect any right, title or interest of the Parent or any of its Subsidiaries in any Owned Intellectual Property, nor its existing rights to use any Non-Owned Intellectual Property, (ii) grant or require the Parent or any Subsidiary to grant to any Person any rights with respect to any Owned Intellectual Property, in each case, material to the business of the Parent and its Subsidiaries, (iii) subject Parent or any of its Subsidiaries to any material increase in royalties or other payments under any Contract, or (iv) materially diminish any royalties or other payments to which Parent or its Subsidiaries would otherwise be entitled under any Contract.

(e) Section 4.11(e) of the Parent Disclosure Letter sets forth, as of the date of this Agreement, all Films-in-Progress and a good faith estimate, as of the date of this Agreement, of all cost commitments with respect to Films that have an aggregate cost commitment in excess of fifty million dollars ($50,000,000) per Film.

(f) Except as specifically set forth herein, the representations and warranties of Parent under this Section 4.11 exclude any Film (or Intellectual Property related thereto) that is co-owned with Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries currently has any right, title or interest.

Section 4.12 Material Contracts.

(a) Except as set forth in Section 4.12(a) of the Parent Disclosure Letter, as of the date of this Agreement, neither Parent nor any of its Subsidiaries is a party to, or bound by, any of the following (each, a "Parent Material Contract"):

(i) any Contract that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the Exchange Act);

(ii) any Contract relating to Indebtedness of any Person (other than (A) Exploitation Contracts and (B) ordinary course arrangements among Parent and its wholly owned Subsidiaries (including arrangements between Parent and a single purpose development, production and or financing subsidiary in each case which is a wholly-owned Subsidiary of Parent) in connection with the development, production, financing and/or Exploitation of Films) in excess of $25 million;

(iii) any Contract that restricts it from participating or competing in any line of business, market or geographic area other than (x) in connection with the ordinary course development, production, financing and/or Exploitation of Films or (y) any such restriction that is not material to the conduct of the business of Parent and its Subsidiaries taken as a whole;

(iv) any material joint venture, partnership or limited liability company agreements or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any joint venture, partnership or limited liability company, other than ordinary course intercompany arrangements (including arrangements between the Company and a single purpose development, production and or financing subsidiary) in connection with the development, production, financing and/or Exploitation of Films;

(v) any collective bargaining agreement or other Contract to or with any labor union or other employee representative of a group of employees (other than guilds and unions or other labor organizations in connection with the development, production and Exploitation of Films (e.g., SAG, WGA, DGA, IATSE, AFTRA and AFM));

(vi) any Contract between Parent and any of its Affiliates or any Specified Parent Affiliates, other than (A) immaterial Contracts entered into in the ordinary course of business consistent with past practice, and (B) any such Contract solely between or among Parent and/or its wholly owned Subsidiaries;

(vii) any material Contract that would terminate by its terms in connection with the transactions contemplated hereby and the termination of which would reasonably be expected to have a Parent Material Adverse Effect;

(viii) any Contract entered into after January 1, 2014 involving the acquisition or disposition, directly or indirectly (by merger or otherwise), of assets (other than licenses of Intellectual Property in the ordinary course of business) or capital stock or other equity interests for aggregate consideration (in one or a series of transactions) under such Contract of $50 million or more;

(ix) any employment, retention, severance or consulting agreement (other than any "talent" Contract), and stock option plan, stock incentive plan, stock appreciation rights plan or stock purchase plan related to Parent's named executive officers (as defined in Item 402 of Regulation S-K of the Exchange Act);

(x) any Exploitation Contract entered into by Parent or any of its Subsidiaries pursuant to which (A) Parent and its Subsidiaries in the aggregate would, under the current terms of such Contract and not giving effect to any potential profit participation or other similar arrangement, reasonably be expected to receive payments from third parties from the Exploitation of the applicable property in excess of $50 million in the aggregate over the term of such Contract and/or (B) in respect of which the Parent or any of its Subsidiaries would reasonably be expected to make payments to third parties for the development, production, acquisition or license of the applicable property in excess of $50 million in the aggregate over the term of such Contract; or

(xi) any Contract under which the remaining amounts due to or payable by Parent and/or its Subsidiaries equals or exceeds $35,000,000.

(b) As of the date of this Agreement, Parent has made available to the Company true, correct and complete copies of all Parent Material Contracts.

(c) As of the date of this Agreement, (i) neither Parent nor any of its Subsidiaries nor, to the Knowledge of Parent, any other party to a Parent Material Contract, is in breach or violation of, or in default under, any Parent Material Contract and (ii) each Parent Material Contract is valid and binding on each of Parent and its Subsidiaries, as applicable, and, to the Knowledge of Parent, each other party thereto and enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law), and is in full force and effect with respect to each of Parent and its Subsidiaries, as applicable and, to the Knowledge of Parent, each other party thereto, other than as would not be reasonably expected to have a Parent Material Adverse Effect.

(d) Neither the Parent nor any of its Subsidiaries (A) has entered into any Exploitation Contract of the type described in Section 4.12(a)(x) or any Affiliation Contract, in any case that contains any MFN Obligation concerning any economic or financial terms and conditions (including involving the Exploitation of Films by the other party to such Contract) and/or (ii) is in breach or violation of, or in default (with or without notice or lapse of time or both) under any MFN Obligation.

Section 4.13 Opinion of Financial Advisor. Parent has received the opinion of PJT Partners LP, dated June 30, 2016, to the effect that, as of such date, the Merger Consideration to be paid by Parent is fair, from a financial point of view, to Parent. A copy of such opinion has been, or will promptly be, made available to the Company.

Section 4.14 Brokers. Except for fees payable to PJT Partners LP, Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank N.A., Bank of America N.A., and Deutsche Bank AG, pursuant to engagement letters, copies of which have been provided to the Company at least 10 days prior to the Closing, no Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent or any of its Subsidiaries.

Section 4.15 Information Technology; Security and Privacy.

(a) To the Knowledge of Parent, all information technology and computer systems relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, whether or not in electronic format, used in or material to the conduct of the business of Parent and its Subsidiaries, as currently conducted (collectively, "Parent IT Systems"), is owned by, or is licensed to (with sufficient rights to use such Parent IT Systems as currently used, by Parent or any of its Subsidiaries, free and clear of all Encumbrances (except for Permitted Encumbrances). The Parent IT Systems are in good working condition in all material respects, to effectively perform all information technology operations for which they are currently used. Parent and its Subsidiaries have in place a commercially reasonable disaster recovery program, including providing for the regular back-up and commercially reasonable prompt recovery of the data and information material to the conduct of the business of Parent and its Subsidiaries without material disruption to, or material interruption in, the conduct of the business of Parent and its Subsidiaries. Parent and its Subsidiaries have in place commercially reasonable maintenance and support agreements for all Parent IT Systems.

(b) The data included in the Parent Owned Intellectual Property that is material to the business of Parent and its Subsidiaries and contained in any database used or maintained by Parent or its Subsidiaries (collectively, the "Parent Data") is owned by or licensed to (with sufficient rights to use such Company Data as currently used) Parent or a Subsidiary, free and clear of all Encumbrances (except for Permitted Encumbrances).

(c) Parent has established and is in compliance with a written information security program or programs covering the Parent and its Subsidiaries in all territories in which it operates that (i) includes safeguards for the security, confidentiality and integrity of transactions and confidential or proprietary Parent Data and (ii) is designed to protect against unauthorized access to the Parent IT Systems, Parent Data, and, except as set forth in Section 4.15(c) of the Parent Disclosure Letter, the systems of any third party service providers that have access to (A) Parent Data or (B) Parent IT Systems.

(d) To the extent Parent or any of its Subsidiaries receives, processes, stores, or transmits "cardholder data" as such term is defined in the PCI DSS, Parent or its Subsidiaries that engage in such activities are in compliance with, and have at all times complied with, all material requirements contained in the PCI DSS applicable to such cardholder data that has come into its possession. To the Knowledge of Parent, Parent and its Subsidiaries have never had a material security breach involving any such cardholder data. No material breach, deficiency or non-compliance was identified in the most recent audit (if any) of Parent and its Subsidiaries relating to compliance with PCI DSS.

Section 4.16 Financing.

(a) Parent has delivered to the Company a true and complete fully executed copy of the commitment letter, dated as of June 27, 2016, among Parent and JPMorgan Chase Bank, N.A., Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch, and Deutsche Bank Securities Inc., including all exhibits, schedules, annexes and amendments to such commitment letter in effect as of the date of this Agreement, together with copies of each fee letter associated therewith (excluding provisions related solely to fees agreed to by the parties and with customary redaction of economic information) regarding the terms and conditions of the financing to be provided thereby (collectively, the "Commitment Letter"), pursuant to which and subject to the terms and conditions thereof the commitment parties thereto have agreed and committed to provide the debt financing set forth therein (the "Debt Financing").

(b) The Commitment Letter has not been amended, restated or otherwise modified or waived prior to the date of this Agreement and the respective commitments contained in the Commitment Letter have not been withdrawn, modified or rescinded in any respect prior to the date of this Agreement. As of the date of this Agreement, the Commitment Letter is in full force and effect and constitutes the legal, valid and binding obligation of Parent and, to the Knowledge of Parent, each other party thereto (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general principles of equity regardless of whether enforcement is considered in a proceeding in equity or at law).

(c) There are no conditions precedent to the funding of the full amount of the Debt Financing, other than as set forth in the Commitment Letter.

(d) Assuming the Debt Financing is funded in accordance with the Commitment Letter, the financial resources of Parent including cash on hand and the proceeds of loans available under existing credit facilities of Parent on the Closing Date, will, in the aggregate, be sufficient for the satisfaction of Parent's obligations pursuant to Article II, and of all fees and expenses reasonably expected to be incurred in connection herewith.

(e) As of the date of this Agreement, (A) no event has occurred which would constitute a breach or default (or an event which with notice or lapse of time or both would constitute a default) on the part of Parent or, to the Knowledge of Parent, any other party to the Commitment Letter, under the Commitment Letter, and (B) assuming the accuracy in all material respects of the representations and warranties contained in Article III hereof, and the compliance by the Company in all material respects with all of its covenants contained in this Agreement, to the Knowledge of Parent, there are no facts or circumstances that would cause the conditions to the Debt Financing to not be satisfied or the Debt Financing, or any other funds necessary for the satisfaction of all of Parent's obligations under this Agreement and of all fees and expenses reasonably expected to be incurred in connection herewith, to not be available to Parent on or prior to the Closing Date. Parent has fully paid all fees required to be paid prior to the date of this Agreement pursuant to the Commitment Letter.

Section 4.17 Investigation by Parent; Limitation on Warranties. Parent has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and technology of the Company and acknowledges that Parent has been provided access to personnel, properties, premises and records of the Company for such purposes. In entering into this Agreement, except as expressly provided herein, Parent has relied solely upon its independent investigation and analysis of the Company and Parent acknowledges and agrees that it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by the Company or any of its directors, officers, stockholders, employees, affiliates, agents, advisors or representatives that are not expressly set forth in this Agreement, whether or not such representations, warranties or statements were made in writing or orally.

Section 4.18 Ownership of Company Common Stock. Neither Parent nor Merger Sub is, nor at any time during the last three years has been, an "interested stockholder" of the Company as defined in Section 203 of the DGCL.

Section 4.19 Parent Articles and Parent Common Stock Exchange.

(a) (i) A form of the Notice of Articles and Articles of Parent to be in effect immediately prior to the Effective Time (subject to the receipt of the Parent Stockholder Approvals) is attached to this Agreement as Exhibits A-1 and A-2, respectively, and (ii) a form of the resolution to be submitted to the Parent stockholders relating to the Parent Common Stock Reorganization is attached to this Agreement as Exhibit A-3.

(b) A true, correct and complete copy of the steps to be taken by Parent in order to complete the Parent Common Stock Exchange is set forth on Section 4.19(b) of the Parent Disclosure Letter.

(c) A form of the Notice of Articles and Articles of Parent to be in effect as of and after the Effective Time (subject to the receipt of the Parent Stockholder Approvals) is attached to this Agreement as Exhibits A-4 and A-5, respectively.

ARTICLE V
COVENANTS

Section 5.1 Operating Covenants of the Company and Certain Covenants of Parent.

(a) Conduct of Business of the Company. From the date hereof until the Effective Time, except (x) as required or contemplated by this Agreement or as set forth on Section 5.1(a) of the Company Disclosure Letter, or (y) as consented to in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned), the Company will, and will cause each of its Subsidiaries to, (A) conduct its business in the ordinary course of business consistent with past practice and (B) use reasonable best efforts to preserve intact its business organization and goodwill and relationships with material customers, suppliers, licensors, licensees, distributors and other third parties and to keep available the services of its current officers and key employees. In addition to and without limiting the generality of the foregoing, from the date hereof until the Effective Time, except (1) as required or contemplated

by this Agreement, or (2) as consented to in writing by Parent (which consent shall not be unreasonably withheld, delayed or conditioned):

(i) Governing Documents. The Company shall not amend or propose to amend the Company Charter or Company Bylaws, and shall cause each of its Subsidiaries not to amend or propose to amend its certificate of incorporation or bylaws or similar organizational or governance documents;

(ii) Issuance of Securities. The Company shall not, and shall not permit any of its Subsidiaries to, (A) authorize for issuance, issue, deliver, sell, pledge, dispose of, grant, encumber or transfer or agree or commit to issue, deliver, sell, pledge, dispose of, grant, encumber or transfer any shares of any class of capital stock of or other equity interest in the Company or any of its Subsidiaries or securities convertible into or exchangeable for, or any options, warrants, or other rights of any kind to acquire, any shares of any class or series of such capital stock, or any other equity interest or any other securities of the Company or any of its Subsidiaries, other than the issuance of Company Common Stock issuable pursuant to Company Equity Awards issued under the Incentive Plans and outstanding as of the date of this Agreement, (B) enter into any amendment of any term of any of its outstanding securities or (C) except as set forth in Section 5.1(a)(ix)(D), accelerate the vesting of any options or other equity awards, warrants or other rights of any kind to acquire any shares of capital stock to the extent that such acceleration of vesting does not occur automatically under the terms of the Company Plans as in effect on the date hereof or entered into following the date hereof in accordance with this Section 5.1(a)(ii) or 5.1(a)(ix) below; provided, however, that (1) (A) to the extent expressly required under any Company Plan or (B) in the ordinary course of business consistent with past practice, the Company may grant to employees of the Company or any of its Subsidiaries Company Equity Awards, which for the avoidance of doubt shall be in the form and contain the terms of such awards used in the ordinary course for these purposes, and which Company Stock Options shall have an exercise price not less than the fair market value of the Company Common Stock covered by such Company Stock Options determined as of the date of the grant of such Company Stock Options), under the Incentive Plans; and (2) the Company may, in the ordinary course of business consistent with past practice, grant to any non-employee director Company Equity Awards in an amount that the Company, in its most recent proxy statement filed prior to the date of this Agreement, stated are granted to each outside director annually.

(iii) No Dispositions. Except as set forth on Section 5.1(a)(iii) of the Company Disclosure Letter, the Company shall not, and shall not permit any of its Subsidiaries to, sell, pledge, dispose of, transfer, lease, license, or encumber, or authorize the sale, pledge, disposition, transfer, lease, license, or encumbrance of, any tangible or intangible property or tangible or intangible assets of the Company or any of its Subsidiaries, in either case which is material to the Company and its Subsidiaries, except (A) in the ordinary course of business consistent with past practice on arms-length terms and in an amount not to exceed $3 million in the aggregate or (B) to the Company or a wholly owned Subsidiary of the Company;

(iv) No Acquisitions. Except as set forth in Section 5.1(a)(iv) of the Company Disclosure Letter, and except for the dissolution or reorganization of single purpose production, development and financing Subsidiaries in the ordinary course of business consistent with past practice, the Company shall not, and shall not permit any of its Subsidiaries to, (A)

acquire or agree to acquire, by merger, consolidation or otherwise, or by purchasing a substantial equity interest in, or a substantial portion of, the assets of any corporation, partnership, association or other business organization or division thereof having assets or businesses with a fair market value in excess of $5 million in the aggregate or (B) merge or consolidate with any other Person or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries (other than the Merger and the dissolution, reorganization or other similar activities in connection with single-purpose development, production and financing Subsidiaries in the ordinary course of business consistent with past practice), except, in the case of clause (A), that the Company and its Subsidiaries may acquire rights in Intellectual Property (including Exploitation rights in accordance with existing Contracts) from third parties in the ordinary course of business consistent with past practice; provided that (x) the aggregate amount to be paid for any such rights in Intellectual Property shall not exceed $5 million, (y) the Company shall reasonably and meaningfully consult with Parent prior to acquisitions of any rights in Intellectual Property that exceed $3 million, individually; and in the case of clause (B), that a wholly owned Subsidiary of the Company may merge with a wholly owned Subsidiary of the Company, and (z) for the avoidance of doubt, the Company and its Subsidiaries shall not take any action pursuant to this Section 5.1(a)(iv) that would constitute a breach of Section 5.1(a)(vi);

(v) Dividends; Changes in Stock. Except as set forth on Section 5.1(a)(v) of the Company Disclosure Letter, the Company shall not, and shall not permit any of its Subsidiaries to, and shall not propose and commit to, (A) declare, set aside, make or pay any dividend or make any other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of the capital stock of the Company (other than any dividend or distribution by a wholly owned Subsidiary of the Company to the Company or another wholly owned Subsidiary of the Company) or enter into any voting agreement with respect to the capital stock of the Company, other than (x) the Principal Company Stockholders Voting Agreement and (y) the Principal Parent Stockholder Voting Agreements, (B) reclassify, combine, split or subdivide any capital stock of the Company or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of its capital stock, or (C) redeem, purchase or otherwise acquire, directly or indirectly, any capital stock or other equity interests of the Company or any of its Subsidiaries (other than in connection with the exercise, settlement or vesting of any Company Equity Awards);

(vi) Television Production and Distribution. The Company shall not, and shall not permit any of its Subsidiaries to, (A) "green light" any television series, (B) commit to the acquisition, development or financing of any television series or (C) enter into or commit to enter into any agreement providing for the exhibition, release, reproduction, performance, display, broadcast, telecast, distribution, co-ownership, co-production, co-financing or co-branding of any television series produced or to be produced by the Company or its Subsidiaries, except to the extent the taking of any actions prohibited by this Section 5.1(a)(vi) does not create outstanding obligations (including talent deals and such other contingent or future payments or commitments) in excess of (x) for the year ending December 31, 2016, the aggregate amount set forth in the Company Budget for "Investment in Films and Television Programs" plus an additional 10% of such amount (the "2016 Production Cap") and (y) for the year ending December 31, 2017, the 2016 Production Cap plus any applicable amounts of the amount set forth in clause (x) that were unspent as of January 1, 2017 (the "2017 Production

Cap"); provided that the Company shall reasonably and meaningfully consult with Parent prior to taking any action described in this Section 5.1(a)(vi) that, for actions taken during the year ending December 31, 2016, is within the 2016 Production Cap and, for actions taken during the year ending December 31, 2017, is within the 2017 Production Cap;

(vii) Investments; Indebtedness. Except (x) as set forth on Section 5.1(a)(vii) of the Company Disclosure Letter, (y) limited recourse production financings in the ordinary course of business and consistent with past practice in connection with the development, production and/or Exploitation of Films or (z) loans or advances as contractually required by that certain License Agreement, dated as of December 21, 2010, as amended December 4, 2014 and February 1, 2016, by and between Anchor Bay and the Weinstein Company (provided that, in the case of this clause (z), the Company shall have reasonably and meaningfully consulted with Parent prior to making any such loan or advance to the extent such loan or advance is not on its face required by the terms of such agreement), the Company shall not, and shall not permit any of its Subsidiaries to, or otherwise agree to, (A) make any loans, advances or capital contributions to, or investments in, any other Person, other than investments by the Company or a wholly owned Subsidiary of the Company to or in any wholly owned Subsidiary of the Company, (B) incur, assume or modify any Indebtedness, except for the incurrence of Indebtedness under the Credit Agreement, dated as of April 20, 2015, among the Company, as the borrower, The Bank of Nova Scotia, as the administrative agent, and the other parties thereto (as amended prior to the date hereof, the "Company Credit Agreement") not in excess of $5 million in the aggregate, or (C) assume, guarantee, endorse or otherwise become liable or responsible (directly or contingently) for the debt securities, Indebtedness or other obligations of another Person (other than a guaranty by the Company or one of its Subsidiaries on behalf of the Company or one of its Subsidiaries to the extent required by the existing Indebtedness of the Company or such Subsidiary as in effect on the date hereof and excluding guarantees of production that are reflected in production budgets);

(viii) Material Contracts. Except as otherwise set forth in this Agreement or in Section 5.1(a)(viii) of the Company Disclosure Letter , the Company shall not, and shall not permit any of its Subsidiaries to, (A) other than in the ordinary course of business consistent with past practice (provided that the foregoing exception for ordinary course conduct shall not apply to any Material Affiliation Contract) (x) materially amend, cancel, terminate or extend any Company Material Contract, (y) waive, release or assign, in any respect, any rights or obligations under any Company Material Contract or (z) enter into any Contract which would have been a Material Contract if entered into prior to the date hereof, or (B) cause, permit or otherwise allow any Material Affiliation Contract which would expire or terminate pursuant to its terms prior to the Closing to terminate or expire, or amend or extend any such Material Affiliation Contract, without first giving Parent reasonable notice upon the earlier of (x) commencement of negotiation with respect to any amendment or extensions thereof or (y) sixty (60) days prior to such expiration or termination and, in each case, reasonably and meaningfully consulting with Parent on all actions to be taken with respect to such Material Affiliation Contract, including any amendments, cancellations, terminations, or extensions thereof; provided that, for the avoidance of doubt, in the case of clause (B), in no event shall Parent's consent be required for any actions taken with respect to any such Material Affiliation Contract;

(ix) Benefits Changes. Except (x) as set forth on Section 5.1(a)(ix)-1 of the Company Disclosure Letter, (y) as required by any Company Plan listed on Section 3.15(a) of the Company Disclosure Letter or (z) as required by any Company Plan entered into following the date hereof as permitted by the terms of this Section 5.1(a)(ix), the Company shall not, and shall not permit any of its Subsidiaries to, (A) increase the compensation or benefits of, or make any loans to, any director, officer, employee, consultant or other service provider or increase the compensation expense of the Company and its Subsidiaries, except for (1) annual merit-based and promotion-based base pay increases for employees of the Company and its Subsidiaries who are non-executive officers in the ordinary course of business consistent with past practice that do not exceed five percent (5%) in the aggregate and (2) customary year-end bonus awards granted in the ordinary course of business consistent with past practice, in accordance with Company Plans, subject to the limitations set forth on Section 5.1(a)(ix)-2 of the Company Disclosure Letter, (B) establish, adopt, or enter into any new, collective bargaining, bonus, pension, other retirement, deferred compensation, equity compensation, change in control, severance, retention or other compensation or benefit agreement, plan or arrangement for the benefit of any current or former director, officer, employee, consultant or other service provider, (C) amend, other than in immaterial respects that do not increase the benefits or the annual cost of providing benefits under, any existing Company Plan, except as may be required to comply with applicable Laws, (D) accelerate the payment of compensation or benefits to any director, officer, employee, consultant or other service provider, except as required (without discretion) pursuant to the terms of the Company Plans (except for any acceleration of Company Equity Awards in connection with the cessation of any Person's employment with the Company or any of its Subsidiaries (other than any Person who is a "named executive officer" as described in the Company's proxy statement for the 2015 annual meeting of stockholders) to the extent that such acceleration is not inconsistent with ordinary course past practice), (E) hire any new officer, employee, consultant or other service provider; provided that the Company shall be permitted to (1) hire employees with an annual base salary below $200,000 in the ordinary course of business consistent with past practice and (2) take the actions as set forth on Section 5.1(a)(ix)-3 of the Company Disclosure Letter; or (F) terminate any employee or officer of the Company or any of its Subsidiaries other than for "just cause" (as determined in the ordinary course of business consistent with past practices) (except as set forth on Section 5.1(a)(ix)-3 of the Company Disclosure Letter); provided, however, that nothing in this Section 5.1(a)(ix) shall prohibit (x) the Company from adopting a retention plan on terms set forth on Section 5.1(a)(ix)-4 of the Company Disclosure Letter or (y) the Company or any of its Subsidiaries from entering into Contracts with talent and/or other production personnel in the ordinary course consistent with past practice; provided that the Company shall reasonably and meaningfully consult with Parent prior to entering into any Contract with talent and/or production personnel that constitutes an overhead deal that would result in annual overhead expenses less than or equal to $250,000 individually, or $1 million in the aggregate, and except as set forth on Section 5.1(a)(ix)-5 of the Company Disclosure Letter, any such Contracts in excess of such amounts shall require Parent's prior consent (which consent shall not be unreasonably withheld, conditioned or delayed);

(x) Accounting Matters. The Company shall not materially change its method of accounting, except (A) as required by changes in GAAP or Regulation S-X under the Exchange Act, or (B) as may be required by a change in applicable Law;

(xi) Tax Matters. Except as required by applicable Law or in the ordinary course of business consistent with past practice, the Company shall not, and shall not permit any of its Subsidiaries to, (A) make, change or revoke any material Tax election, (B) amend any material Tax Return other than the Tax Returns set forth in Section 5.1(a)(xi) of the Company Disclosure Letter, (C) enter into any closing agreement with any Tax Authority, (D) settle or compromise any material Tax Liability or any Tax claim, audit, investigation or other proceeding with respect to a material amount of Taxes, (E) surrender any right to claim a material refund of Taxes, (F) consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company or any of its Subsidiaries, or (G) change any Tax accounting period or any material method of Tax accounting;

(xii) Capital Expenditures. The Company shall not, and shall not permit any of its Subsidiaries to, authorize, or enter into any commitment for, any capital expenditures with respect to tangible property or real property other than any capital expenditure that is made in the ordinary course of business consistent with past practice; provided that the aggregate amount of all such capital expenditures shall not exceed (A) for the year ending December 31, 2016, the aggregate amount of capital expenditures set forth in the Company Budget plus an additional 10% of such amount (the "2016 Capex Cap"), and (B) for the year ending December 31, 2017, the 2016 Capex Cap plus an additional 5% of such amount;

(xiii) Discharge of Liabilities. Except as contemplated by Section 5.13, the Company shall not, and shall not permit any of its Subsidiaries to, pay, discharge, settle or satisfy any Actions or Liabilities or consent to the entry of any Order, other than any payment, discharge, settlement, satisfaction or consent with respect to Actions or Liabilities unrelated to any Company Intellectual Property in the ordinary course of business consistent with past practice where the amounts paid or to be paid are in an amount less than $10 million in the aggregate;

(xiv) Transactions with Affiliates. The Company shall not, and shall not permit any of its Subsidiaries to, enter into any agreement or arrangement with an Affiliate or any Specified Company Affiliate, other than any (A) immaterial Contracts entered into in the ordinary course of business consistent with past practice, and (B) such Contract solely between or among the Company and/or its wholly owned Subsidiaries;

(xv) Certain Actions. The Company shall not, and shall cause each of its Subsidiaries not to, take any action, or omit to take any action, if such action or omission would reasonably be expected to prevent, materially delay or impede the consummation of the Merger or the other transactions contemplated by this Agreement;

(xvi) Line of Business. The Company shall not, and shall not permit its Subsidiaries to, enter into any material line of business other than the lines of business in which the Company and its Subsidiaries is currently engaged as of the date of this Agreement;

(xvii) Insurance. The Company shall not permit any insurance policy or arrangement naming or providing for it as a beneficiary or a loss payable payee (other than ordinary course production policies that expire in accordance with their terms and the liability for

which is covered by other insurance policies or arrangements of the Company without any impairment to the terms of coverage) to be canceled or terminated (unless such policy or arrangement is canceled or terminated in the ordinary course of business consistent with past practice and concurrently replaced with a policy or arrangement with substantially similar coverage) or materially impaired; or

(xviii) General. The Company shall not, and shall not permit any of its Subsidiaries to, authorize or enter into any agreement or otherwise make any commitment to do any of the foregoing.

(b) Conduct of Business of Parent. From the date hereof until the Effective Time, except (x) as required or contemplated by this Agreement or (y) as consented to in writing by the Company (which consent shall not be unreasonably withheld, delayed or conditioned), Parent will, and will cause each of its Subsidiaries to, (A) conduct its business in the ordinary course of business consistent with past practice and (B) use its reasonable best efforts to preserve intact its business organization and goodwill and relationships with customers, suppliers, licensors, licensees, distributors and other third parties and to keep available the services of its current officers and employees. In addition to and without limiting the generality of the foregoing, from the date hereof until the Effective Time, except (1) as required or contemplated by this Agreement or (2) as consented to in writing by the Company (which consent shall not be unreasonably withheld, delayed or conditioned):

(i) Governing Documents. Parent shall not amend or propose to amend its Notice of Articles and Articles or adopt bylaws or similar organizational or governance documents, and shall cause each of its Subsidiaries not to amend or propose to amend its certificate of incorporation or bylaws or similar organizational or governance documents;

(ii) Certain Actions. Parent shall not, and shall cause each of its Subsidiaries not to, take any action, or omit to take any action, if such action or omission would reasonably be expected to prevent, materially delay or impede the consummation of the Merger or the other transactions contemplated by this Agreement;

(iii) Issuance of Securities. Parent shall not, and shall not permit any of its Subsidiaries to, (A) authorize for issuance, issue, deliver, sell, pledge, dispose of, grant, encumber or transfer or agree or commit to issue, deliver, sell, pledge, dispose of, grant, encumber or transfer any shares of any class of capital stock of or other equity interest in Parent or any of its Subsidiaries or securities convertible into or exchangeable for, or any options, warrants, or other rights of any kind to acquire, any shares of any class or series of such capital stock, or any other equity interest or any other securities of Parent or any of its Subsidiaries, other than (i) the issuance of Parent Common Stock issuable pursuant to restricted stock units, stock appreciation rights or stock options under Parent's equity incentive plans and outstanding as of the date of this Agreement or granted following the date hereof in the ordinary course of business consistent with past practice, provided that such awards shall be in the form and terms used in the ordinary course of business for these purposes and any such options shall have an exercise price not less than the fair market value of the Parent Common Stock covered by such options determined as of the time of the grant of such options, (ii) pledges, encumbrances or

transfers in order to secure indebtedness of Parent or any Subsidiary thereof in accordance with the terms thereof, (iii) issuances, sales and transfers to Parent or any of its Subsidiaries, (iv) issuances of up to $150 million of Parent Common Stock in connection with the acquisition, by merger, consolidation or otherwise, or purchase of a substantial equity interest in, or a substantial portion of, the assets of any corporation, partnership, association or other business organization or division thereof, and (v) issuances in connection with preemptive rights pursuant to the Investor Rights Agreement, dated as of November 10, 2015, by and among MHR Fund Management, LLC, Liberty Global Incorporated Limited, Discovery Lightning Investments Ltd., Lions Gate Entertainment Corp., Liberty Global plc, Discovery Communications, Inc. and the Mammoth Funds, or (B) enter into any amendment of any term of any of its outstanding securities or (C) accelerate the vesting of any options, warrants or other rights of any kind to acquire any shares of capital stock to the extent that such acceleration of vesting does not occur automatically under the terms of any such interests or plans governing such interests (other than any acceleration in connection with the cessation of any Person's employment with Parent or any of its Subsidiaries, to the extent that such acceleration is effected in the ordinary course of business consistent with past practice); provided that intercompany loans and issuances of securities by Parent or any of its wholly owned Subsidiaries to Parent or any of its wholly owned Subsidiaries shall not be subject to this Section 5.1(b)(iii);

(iv) Dividends; Changes in Stock. Except as set forth on Section 5.1(b)(iv) of the Parent Disclosure Letter, Parent shall not, and shall not permit any of its Subsidiaries to, and shall not propose and commit to, (A) declare, set aside, make or pay any dividend or other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of the capital stock of Parent (other than any dividend or distribution by a wholly owned Subsidiary of Parent to Parent or another wholly owned Subsidiary of Parent) or enter into any voting agreement with respect to the capital stock of Parent, other than the Parent Stockholder Agreement, (B) reclassify, combine, split or subdivide any capital stock of Parent (including in connection with a rights offering) or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of its capital stock, or (C) redeem, purchase or otherwise acquire, directly or indirectly, or modify or amend, any capital stock or other equity interests of Parent or any of its Subsidiaries (other than in connection with the exercise, settlement or vesting of any equity awards of Parent);

(v) Accounting Matters. Parent shall not change its method of accounting, except (A) as required by changes in GAAP or Regulation S-X under the Exchange Act, or (B) as may be required by a change in applicable Law;

(vi) Dissolution. Parent shall not authorize or adopt, or publicly propose, a plan or agreement of complete or partial liquidation or dissolution of Parent;

(vii) Line of Business. Parent shall not, and shall not permit its Subsidiaries to, enter into any material line of business other than the lines of business in which Parent and its Subsidiaries is currently engaged as of the date of this Agreement; or

(viii) General. Parent shall not, and shall not permit any of its Subsidiaries to, authorize or enter into any agreement or otherwise make any commitment to do any of the foregoing.

Section 5.2 No Solicitation by Company.

(a) Alternative Company Transaction. The Company will, and will cause each of its Subsidiaries and each of the directors, officers, employees and Representatives of the Company and its Subsidiaries to immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Person with respect to any Alternative Company Transaction Proposal and will enforce and, except as otherwise prohibited by applicable Law, will not waive any provisions of, any confidentiality or standstill agreement (or any similar agreement) to which the Company or any of its Subsidiaries is a party relating to any such Alternative Company Transaction Proposal. The Company will promptly request each Person that has heretofore executed a confidentiality agreement in connection with its consideration of any Alternative Company Transaction Proposal to return or destroy all confidential information furnished prior to the execution of this Agreement to or for the benefit of such Person by or on behalf of the Company or any of its Subsidiaries. The Company shall not, and shall cause its Subsidiaries and each of the directors, officers and employees of the Company and its Subsidiaries not to, and shall use its reasonable best efforts to cause its Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly facilitate (including by way of furnishing information), induce or encourage any inquiries or the making of any proposal or offer (including any proposal or offer to the Company Stockholders) that constitutes or would reasonably be expected to lead to an Alternative Company Transaction Proposal, or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Company Transaction Proposal, except as provided herein.

(b) Superior Company Proposal. Notwithstanding anything to the contrary contained in Section 5.2(a) or elsewhere in this Agreement, in the event that the Company receives after the date of this Agreement and prior to obtaining the Company Stockholder Approval, a bona fide written Alternative Company Transaction Proposal which did not result from a breach of this Section 5.2 and which the Board of Directors of the Company determines (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation) to be, or to be reasonably likely to lead to, a Superior Company Proposal, and that failure to take such action would be reasonably likely to violate the directors' fiduciary duties under applicable Law, the Company may then take the following actions:

(i) Furnish any nonpublic information with respect to the Company and its Subsidiaries to the Person or group (and their respective Representatives) making such Alternative Company Transaction Proposal; provided that prior to furnishing any such information, it receives from such Person or group an executed confidentiality agreement containing terms at least as restrictive in all matters as the terms contained in the Confidentiality Agreement, dated as of June 27, 2014, between the Company and Parent (as amended, the "Confidentiality Agreement"); and

(ii) Following any discussions regarding, and the execution of, the confidentiality agreement referenced in the foregoing clause (i), engage in further discussions or negotiations with such Person or group (and their Representatives) with respect to such Alternative Company Transaction Proposal.

(c) Notification. In addition to the obligations of the Company set forth in Sections 5.2(a), (b) and (d) hereof, as promptly as practicable (and in any event within twenty-four (24) hours) after receipt of any Alternative Company Transaction Proposal, the Company shall provide Parent with an initial written notice of such Alternative Company Transaction Proposal. In addition, the Company shall provide Parent as promptly as practicable (and in any event within forty-eight (48) hours) with all information provided pursuant to Section 5.2(b)(i) and all other information as is reasonably necessary to keep Parent reasonably currently informed of all written or material oral communications regarding, and the status of any such Alternative Company Transaction Proposal and any related discussions or negotiations.

(d) Change of Recommendation; Termination. Neither the Board of Directors of the Company nor any committee thereof shall, directly or indirectly, (i) (A) withdraw or qualify (or amend or modify in a manner adverse to Parent in any material respect) or publicly propose to withdraw or qualify (or amend or modify in a manner adverse to Parent in any material respect), the approval, recommendation or declaration of advisability by such Board of Directors of this Agreement or such committee thereof, or the Merger or the other transactions contemplated by this Agreement or (B) recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Alternative Company Transaction Proposal, including by, in the case of a tender or exchange offer, failing to promptly recommend rejection of such offer (any action described in this clause (i) being referred to as a "Company Adverse Recommendation Change") or (ii) approve or recommend, or publicly propose to approve or recommend, or allow the Company or any of its Affiliates to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other similar agreement, arrangement or understanding (a "Company Acquisition Agreement") (A) constituting, or relating to, any Alternative Company Transaction Proposal or (B) requiring it (or that would require it) to abandon, terminate or fail to consummate the Merger or any other transaction contemplated by this Agreement. Notwithstanding anything to the contrary set forth in this Section 5.2(d) or in any other provision of this Agreement, at any time prior to obtaining the Company Stockholder Approval, (x) solely in response to a Company Intervening Event or Superior Company Proposal, the Board of Directors of the Company may make a Company Adverse Recommendation Change and (y) solely in response to a Superior Company Proposal, the Board of Directors of the Company may terminate this Agreement pursuant to Section 7.1(c)(i) and substantially concurrently enter into a Company Acquisition Agreement, if, in the case of either clause (x) or (y), as applicable, all of the following conditions are met:

(i) in the case of a Superior Company Proposal, such Superior Company Proposal has been made and has not been withdrawn and continues to be a Superior Company Proposal;

(ii) the Company Stockholder Approval has not been obtained;

(iii) the Board of Directors of the Company has determined in good faith, after consultation with its outside legal counsel, that, in light of such Company Intervening Event or Superior Company Proposal, the failure to make a Company Adverse Recommendation Change or, solely in response to a Superior Company Proposal, terminate this Agreement and

enter into a Company Acquisition Agreement, would reasonably be expected to constitute a breach of its fiduciary duties under applicable Law;

(iv) the Company has (A) provided to Parent four (4) Business Days' prior written notice (the "Company Notice Period") which shall state expressly (1) that it has received a Superior Company Proposal or that there has been a Company Intervening Event, (2) in the case of a Superior Company Proposal, the material terms and conditions of the Superior Company Proposal (including the per share value of the consideration offered therein and the identity of the Person or group of Persons making the Superior Company Proposal), and shall have contemporaneously provided a copy of the relevant proposed transaction agreements with the Person or group of Persons making such Superior Company Proposal and other material documents (it being understood and agreed that any amendment to the financial terms or any other material term of such Superior Company Proposal shall require a new notice, provided that the Company Notice Period in connection with any such new notice shall be three (3) Business Days) and (3) that it intends to make a Company Adverse Recommendation Change or, solely in response to a Company Superior Proposal, terminate this Agreement and enter into a Company Acquisition Agreement, and specifying, in reasonable detail, the reasons therefor, and (B) prior to making a Company Adverse Recommendation Change or terminating this Agreement, as applicable, to the extent requested by Parent, engaged in good faith negotiations with Parent during the Company Notice Period to amend this Agreement, and, after such negotiations, the Board of Directors of the Company again makes the determination described in Section 5.2(d)(iii); and

(v) the Company shall have complied with Section 5.2 in all material respects.

(e) Tender Offer Rules. Nothing contained in this Agreement shall prohibit the Company or its Board of Directors from (i) taking and disclosing to its stockholders a position contemplated by Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act or (ii) making any "stop look and listen" communication to its stockholders of the nature contemplated by Rule 14d-9 under the Exchange Act; provided that in no event shall the Company or its Board of Directors take, or agree or resolve to take, any action prohibited by this Section 5.2. For the avoidance of doubt, if any disclosure or other action pursuant to clause (i) of this Section 5.2(e) includes a Company Adverse Recommendation Change, it shall be deemed to be a Company Adverse Recommendation Change for all purposes under this Agreement.

Section 5.3 No Solicitation by Parent.

(a) Alternative Parent Transaction. Parent will, and will cause each of its Subsidiaries and each of the directors, officers, employees and Representatives of Parent and its Subsidiaries to immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Person with respect to any Alternative Parent Transaction Proposal and will enforce and, except as otherwise prohibited by applicable Law, will not waive any provisions of, any confidentiality or standstill agreement (or any similar agreement) to which Parent or any of its Subsidiaries is a party relating to any such Alternative Parent Transaction Proposal. Parent will promptly request each Person that has heretofore executed a confidentiality agreement in connection with its consideration of any Alternative Parent Transaction Proposal to

return or destroy all confidential information furnished prior to the execution of this Agreement to or for the benefit of such Person by or on behalf of Parent or any of its Subsidiaries. Parent shall not, and shall cause its Subsidiaries and each of the directors, officers and employees of Parent and its Subsidiaries not to, and shall use its reasonable best efforts to cause its Representatives not to, directly or indirectly, (i) solicit, initiate or knowingly facilitate (including by way of furnishing information), induce or encourage any inquiries or the making of any proposal or offer (including any proposal or offer to the Parent Stockholders) that constitutes or would reasonably be expected to lead to an Alternative Parent Transaction Proposal, or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Parent Transaction Proposal, except as provided herein.

(b) Superior Parent Proposal. Notwithstanding anything to the contrary contained in Section 5.3(a) or elsewhere in this Agreement, in the event that Parent receives after the date of this Agreement and prior to obtaining the Parent Stockholder Approvals, a bona fide written Alternative Parent Transaction Proposal which did not result from a breach of this Section 5.3 and which the Board of Directors of Parent determines (after consultation with its outside legal counsel and a financial advisor of nationally recognized reputation) to be, or to be reasonably likely to lead to, a Superior Parent Proposal, and that failure to take such action would be reasonably likely to violate the directors' fiduciary duties under applicable Law, Parent may then take the following actions:

(i) Furnish any nonpublic information with respect to Parent and its Subsidiaries to the Person or group (and their respective Representatives) making such Alternative Parent Transaction Proposal; provided that prior to furnishing any such information, it receives from such Person or group an executed confidentiality agreement containing terms at least as restrictive in all matters as the terms contained in the Confidentiality Agreement; and

(ii) Following any discussions regarding, and the execution of, the confidentiality agreement referenced in the foregoing clause (i), engage in further discussions or negotiations with such Person or group (and their Representatives) with respect to such Alternative Parent Transaction Proposal.

(c) Notification. In addition to the obligations of Parent set forth in Sections 5.3(a), (b) and (d) hereof, as promptly as practicable (and in any event within twenty-four (24) hours) after receipt of any Alternative Parent Transaction Proposal, Parent shall provide the Company with an initial written notice of such Alternative Parent Transaction Proposal. In addition, Parent shall provide the Company as promptly as practicable (and in any event within forty-eight (48) hours) with all information provided pursuant to Section 5.3(b)(i) and all other information as is reasonably necessary to keep the Company reasonably currently informed of all written or material oral communications regarding, and the status of any such Alternative Parent Transaction Proposal and any related discussions or negotiations.

(d) Change of Recommendation. Neither the Board of Directors of Parent nor any committee thereof shall, directly or indirectly, (i) (A) withdraw or qualify (or amend or modify in a manner adverse to the Company in any material respect) or publicly propose to

withdraw or qualify (or amend or modify in a manner adverse to the Company in any material respect), its approval and recommendation that stockholders vote in favor of the Stock Issuance, the Parent Common Stock Reorganization and the Parent Common Stock Exchange or (B) recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Alternative Parent Transaction Proposal, including by, in the case of a tender or exchange offer, failing to promptly recommend rejection of such offer (any action described in this clause (i) being referred to as a "Parent Adverse Recommendation Change") or (ii) approve or recommend, or publicly propose to approve or recommend, or allow Parent or any of its Affiliates to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other similar agreement, arrangement or understanding (a "Parent Acquisition Agreement") (A) constituting, or relating to, any Alternative Parent Transaction Proposal or (B) requiring it (or that would require it) to abandon, terminate or fail to consummate the Merger or any other transaction contemplated by this Agreement. Notwithstanding anything to the contrary set forth in this Section 5.3(d) or in any other provision of this Agreement, at any time prior to obtaining the Parent Stockholder Approvals, but solely in response to a Parent Intervening Event or Superior Parent Proposal, the Board of Directors of Parent may make a Parent Adverse Recommendation Change if and only if all of the following conditions are met:

(i) in the case of a Superior Parent Proposal, such Superior Parent Proposal has been made and has not been withdrawn and continues to be a Superior Parent Proposal;

(ii) the Parent Stockholder Approvals have not been obtained;

(iii) the Board of Directors of Parent has determined in good faith, after consultation with its outside legal counsel, that, in light of such Parent Intervening Event or Superior Parent Proposal, the failure to make a Parent Adverse Recommendation Change would reasonably be expected to constitute a breach of its fiduciary duties under applicable Law;

(iv) Parent has (A) provided to the Company four (4) Business Days' prior written notice (the "Parent Notice Period") which shall state expressly (1) that it has received a Superior Parent Proposal or that there has been a Parent Intervening Event, (2) in the case of a Superior Parent Proposal, the material terms and conditions of the Superior Parent Proposal (including the per share value of the consideration offered therein and the identity of the Person or group of Persons making the Superior Parent Proposal), and shall have contemporaneously provided a copy of the relevant proposed transaction agreements with the Person or group of Persons making such Superior Parent Proposal and other material documents (it being understood and agreed that any amendment to the financial terms or any other material term of such Superior Parent Proposal shall require a new notice, provided that the Parent Notice Period in connection with any such new notice shall be three (3) Business Days) and (3) that it intends to make a Parent Adverse Recommendation Change and specifying, in reasonable detail, the reasons therefor, and (B) prior to making a Parent Adverse Recommendation Change, to the extent requested by the Company, engaged in good faith negotiations with the Company during the Parent Notice Period to amend this Agreement, and, after such negotiations, the Board of Directors of Parent again makes the determination described in Section 5.3(d)(iii); and

(v) Parent shall have complied with Section 5.3 in all material respects.

(e) Tender Offer Rules. Nothing contained in this Agreement shall prohibit Parent or its Board of Directors from (i) taking and disclosing to its stockholders a position contemplated by Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act or (ii) making any "stop look and listen" communication to its stockholders of the nature contemplated by Rule 14d-9 under the Exchange Act; provided that in no event shall Parent or its Board of Directors take, or agree or resolve to take, any action prohibited by this Section 5.3. For the avoidance of doubt, if any disclosure or other action pursuant to clause (i) of this Section 5.3(e) includes a Parent Adverse Recommendation Change, it shall be deemed to be a Parent Adverse Recommendation Change for all purposes under this Agreement.

Section 5.4 Preparation of SEC Documents; Stockholders' Meetings.

(a) Registration Statement and Prospectus.

(i) As promptly as practicable following the date hereof, and in any event within thirty (30) Business Days following the date of this Agreement, Parent and the Company shall prepare, and Parent shall file with the SEC, the Registration Statement, in which the Proxy Statement will be included. Each of Parent and the Company shall use its reasonable best efforts to cause the Registration Statement and the Proxy Statement to comply with the rules and regulations promulgated by the SEC and applicable Canadian securities laws, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the Merger and the other transactions contemplated hereby. Each of Parent and the Company shall furnish all information concerning it as may reasonably be requested by the other party in connection with such actions and the preparation of the Proxy Statement and the Registration Statement. The Company will cause the Proxy Statement to be mailed to Company Stockholders and Parent will cause the Proxy Statement to be mailed to Parent Stockholders in each case promptly after the Registration Statement is declared effective under the Securities Act.

(ii) All filings by the Company or Parent with the SEC in connection with the transactions contemplated hereby and all mailings to the Company Stockholders or the Parent Stockholders in connection with the Merger and transactions contemplated by this Agreement shall be subject to the prior review and comment by the other party.

(iii) Each of Parent and the Company shall (A) as promptly as practicable notify the other of (1) the receipt of any comments from the SEC and all other written correspondence and oral communications with the SEC relating to the Proxy Statement or the Registration Statement (including the time when the Registration Statement becomes effective and the issuance of any stop order or suspension of qualifications of the Parent Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction) and (2) any request by the SEC for any amendment or supplements to the Proxy Statement or the Registration Statement or for additional information with respect thereto and (B) supply each other with copies of (1) all correspondence between it or any of its Representatives, on the one

hand, and the SEC, on the other hand, with respect to the Proxy Statement, the Registration Statement or the Merger and (2) all Orders of the SEC relating to the Registration Statement.

(iv) Each of Parent and the Company shall ensure that none of the information supplied by or on its behalf for inclusion or incorporation by reference in (A) the Registration Statement will, at the time the Registration Statement is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or (B) the Proxy Statement will, at the date it is first mailed to the Company Stockholders and at the time of the meeting of Company Stockholders (the "Company Stockholders' Meeting"), and at the date it is first mailed to the Parent Stockholders and at the time of the meeting of Parent Stockholders (the "Parent Stockholders' Meeting") contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(v) If at any time prior to the Effective Time any information relating to the Company, Parent or Merger Sub or any of their respective Affiliates, directors or officers, or any Specified Company Affiliate or any Specified Parent Affiliate is discovered by the Company, Parent or Merger Sub, which is required to be set forth in an amendment or supplement to the Proxy Statement or the Registration Statement, so that neither of such documents would include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Company Stockholders.

(b) The Company shall duly give notice of, convene and hold the Company Stockholders' Meeting as promptly as practicable following the date the Registration Statement is declared effective under the Securities Act, for the purpose of seeking the Company Stockholder Approval and shall, subject to Section 5.2(d), (i) recommend to its stockholders the adoption of this Agreement and include in the Proxy Statement such recommendation and (ii) use its reasonable best efforts to solicit such adoption and obtain the Company Stockholder Approval. Once the Company Stockholders' Meeting has been called and noticed, the Company shall not adjourn or postpone the Company Stockholders' Meeting without the consent of Parent other than (x) to the extent necessary to ensure that any necessary supplement or amendment to the Proxy Statement is provided to its stockholders in advance of a vote on the adoption of this Agreement, or (y) if, as of the time for which the Company Stockholders' Meeting is originally scheduled, there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting; provided that in the case of either clause (x) or (y), the Company Stockholders' Meeting shall only be adjourned or postponed for a minimum period of time reasonable under the circumstances (it being understood that any such adjournment or postponement shall not affect the Company's obligation to hold the Company Stockholders' Meeting as aforesaid). The Company shall ensure that the Company Stockholders' Meeting is called, noticed, convened, held and conducted, and

that all proxies solicited in connection with the Company Stockholders' Meeting are solicited in compliance with applicable Law, the rules of NASDAQ and the Company Charter and the Company Bylaws. Without limiting the generality of the foregoing, the Company's obligations pursuant to this Section 5.4(b) shall not be affected by the commencement, public proposal, public disclosure or communication to the Company of any Alternative Company Transaction Proposal or by a Company Adverse Recommendation Change, unless this Agreement has been terminated in accordance with Section 7.1(c)(i).

(c) Except to the extent expressly permitted by Section 5.2(d), (i) the Board of Directors of the Company shall recommend that its stockholders vote in favor of the adoption of this Agreement at the Company Stockholders' Meeting, (ii) the Proxy Statement shall include a statement to the effect that the Board of Directors of the Company has recommended that the Company Stockholders vote in favor of adoption of this Agreement at the Company Stockholders' Meeting and (iii) neither the Board of Directors of the Company nor any committee thereof shall withdraw, amend or modify, or propose or resolve to withdraw, amend or modify in a manner adverse to Parent, the recommendation of its Board of Directors that Company Stockholders vote in favor of the adoption of this Agreement.

(d) Parent shall duly give notice of, convene and hold the Parent Stockholders' Meeting as promptly as practicable following the date the Registration Statement is declared effective under the Securities Act, for the purpose of seeking the Parent Stockholder Approvals and shall, subject to Section 5.3(d), (i) recommend to its stockholders that they vote in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance and include in the Proxy Statement such recommendation and (ii) use its reasonable best efforts to solicit such approval and obtain the Parent Stockholder Approvals. Once the Parent Stockholders' Meeting has been called and noticed, Parent shall not adjourn or postpone the Parent Stockholders' Meeting without the consent of the Company other than (x) to the extent necessary to ensure that any necessary supplement or amendment to the Proxy Statement is provided to its stockholders in advance of a vote on the approval of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance, or (y) if, as of the time for which the Parent Stockholders' Meeting is originally scheduled, there are insufficient shares of Parent Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting; provided that in the case of either clause (x) or (y), the Parent Stockholders' Meeting shall only be adjourned or postponed for a minimum period of time reasonable under the circumstances (it being understood that any such adjournment or postponement shall not affect Parent's obligation to hold the Parent Stockholders' Meeting as aforesaid). Parent shall ensure that the Parent Stockholders' Meeting is called, noticed, convened, held and conducted, and that all proxies solicited in connection with the Parent Stockholders' Meeting are solicited in compliance with applicable Law, the rules of NYSE and the Notice of Articles and Articles of Parent. Without limiting the generality of the foregoing, Parent's obligations pursuant to this Section 5.4(d) shall not be affected by the commencement, public proposal, public disclosure or communication to Parent of any Alternative Parent Transaction Proposal or by a Parent Adverse Recommendation Change. Parent further acknowledges and agrees that the approval of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance shall not be conditioned on the approval of the transactions contemplated by the Exchange Agreement, or

vice versa, regardless of whether such transactions are submitted for the approval of stockholders at the Parent Stockholders' Meeting.

(e) Except to the extent expressly permitted by Section 5.3(d), (i) the Board of Directors of Parent shall recommend that its stockholders vote in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance, (ii) the Proxy Statement shall include a statement to the effect that the Board of Directors of Parent has recommended that the Parent Stockholders vote in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance and (iii) neither the Board of Directors of Parent nor any committee thereof shall withdraw, amend or modify, or propose or resolve to withdraw, amend or modify in a manner adverse to the Company, the recommendation of its Board of Directors that Parent Stockholders vote in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Stock Issuance.

(f) The Company and Parent shall use their reasonable best efforts to hold the Company Stockholders' Meeting and the Parent Stockholders' Meeting on the same date, provided that, to the extent the Company Stockholders' Meeting is delayed as a result of a pending Action, Parent shall proceed to hold the Parent Stockholders' Meeting as soon as practicable.

Section 5.5 Access to Information; Confidentiality.

(a) Access to Information. Upon reasonable prior notice and subject to applicable Law, from the date hereof until the Effective Time, the parties shall, and shall cause each of their Subsidiaries and each of their and their Subsidiaries' officers, directors and employees to, and shall use its reasonable best efforts to cause its Representatives to, afford in the case of (x) Parent, the Company, and (y) the Company, Parent, and each of its respective officers, directors, employees and Representatives, following notice from the examining party in accordance with this Section 5.5, reasonable access during normal business hours to officers, employees, agents, properties, offices and other facilities, books and records of each of it and its Subsidiaries, and all other financial, operating and other data and information as shall be reasonably requested and, during such period shall furnish, and shall cause to be furnished, as promptly as reasonably practicable, a copy of each report, schedule and other document filed or received pursuant to the requirements of the federal securities laws or a Governmental Authority, except, with respect to examination reports, as may be restricted by applicable Law. Notwithstanding the foregoing, no party shall be obligated to disclose any information that, in its reasonable judgment, (i) it is not legally permitted to disclose or the disclosure of which would contravene any applicable Law or Order or (ii) the disclosure of which would be reasonably likely to cause the loss or waiver of any attorney-client or other legal privilege or trade secret protection (provided that such party will use its reasonable best efforts to provide such disclosure in a manner that would not have the effects described in the foregoing (i) and (ii)). The examining party shall be entitled to have Representatives present at all times during any such inspection. No investigation pursuant to this Section 5.5 or information provided, made available or delivered pursuant to this Section 5.5 or otherwise shall affect any representations or warranties or conditions or rights contained in this Agreement.

(b) Limitations. Each of the Company and Parent may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.5 or 5.6 as "outside counsel only." Such material and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient unless express permission is obtained in advance from the source of the materials (the Company or Parent, as the case may be) or its legal counsel.

(c) Confidentiality. All information and materials provided pursuant to this Agreement will be subject to the provisions of the Confidentiality Agreement, which will remain in full force and effect in accordance with its terms. Subject to Section 5.6, nothing in this Agreement or the Confidentiality Agreement shall prevent or prohibit Parent from discussing the transactions contemplated by this Agreement with the Cultural Sector Investment Review Division of Canadian Heritage.

Section 5.6 Reasonable Best Efforts.

(a) Governmental and Third Party Approvals. Each of the parties shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated hereby, including (i) preparing and filing as soon as practicable after the date hereof all forms, registrations and notices required to be filed prior to the Closing to consummate the transactions contemplated by this Agreement and the taking of such actions as are reasonably necessary to obtain any requisite approvals, consents, Orders, exemptions or waivers by any Governmental Authority or other third party required to be obtained prior to the Closing, including filings pursuant to the HSR Act, FCC requirements or as required by any other Governmental Authority relating to antitrust, competition, trade, pre-merger notification or other regulatory matters, (ii) obtaining all necessary consents, approvals, authorizations or waivers from, and providing notices to, third parties, including providing any further information as may be required by such third party; provided, however, that no consent of any third party (excluding Government Authorities) shall be a condition to the closing of the transactions contemplated by this Agreement pursuant to Article VI, (iii) the defending of any Actions challenging this Agreement or the consummation of the Merger, including seeking to have vacated or reversed any Order that would restrain, prevent or delay the Closing and (iv) the execution and delivery of any additional instruments required by applicable Law necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. Each of the parties hereto shall furnish to the other parties such necessary information and reasonable assistance as such other party may reasonably request in connection with the foregoing. In addition, each of the parties hereto shall consult with the other with respect to, provide any necessary information with respect to and provide the other (or its counsel) copies of, all filings made by such party with any third party or any other information supplied by such party to a third party in connection with this Agreement and the transactions contemplated by this Agreement.

(b) Notification. Each of the Company and Parent shall keep the other reasonably apprised of the status of matters relating to the completion of the transactions

contemplated hereby. In that regard, each party shall without limitation use its reasonable best efforts to: (i) promptly notify the other of, and if in writing, furnish the other with copies of (or, in the case of material oral communications, advise the other orally of) any material communications from or with any Governmental Authority or other third party with respect to the Merger or any of the other transactions contemplated by this Agreement, (ii) permit the other to review and discuss in advance, and consider in good faith the views of the other in connection with, any proposed written (or any material proposed oral) communication with any such Governmental Authority or other third party with respect to the Merger or any of the other transactions contemplated by this Agreement, (iii) to the extent reasonably practical, not participate in any meeting or teleconference with (A) any Governmental Authority with respect to the Merger or any of the other transactions contemplated by this Agreement and (B) any third party (excluding Governmental Authorities) with respect to any material consent, approval or waiver in connection with the Merger or any of the other transactions contemplated by this Agreement, in each case, unless it consults with the other in advance and, to the extent permitted by such Governmental Authority or other third party, as applicable, gives the other the opportunity to attend and participate thereat, and (iv) furnish the other with such necessary information and reasonable assistance as the Company or Parent, as applicable, may reasonably request in connection with its preparation of necessary filings or submissions of information to any such third party. For the avoidance of doubt, the Company's counsel for purposes of this Section 5.6(b) shall be deemed to be Baker Botts L.L.P., irrespective of any joint representation of the Company and Parent by any firm before any Governmental Authority.

(c) No Divestitures. In furtherance of the covenants set forth in Section 5.6(a), if any objections are asserted with respect to the transactions contemplated hereby under any domestic or foreign antitrust or competition Law or if any Action is instituted (or threatened to be instituted) by the Federal Trade Commission, the Department of Justice or any other applicable Governmental Authority challenging any of the transactions contemplated hereby or which would otherwise prohibit or materially impair or delay the consummation of the transactions contemplated hereby, Parent shall take all reasonable actions necessary to resolve any such objections or Actions (or threatened Actions) so as to permit consummation of the transactions contemplated hereby to close as soon as reasonably practicable, provided, however, in no case shall the Company or Parent be obligated to (and the Company shall not, without the written consent of Parent) become subject to, consent to or agree to, or otherwise take any action with respect to, any requirement, condition, understanding, agreement or order to sell, to hold separate or otherwise dispose of, or to conduct, restrict, operate, invest or otherwise change its respective assets or business (including that of its Affiliates (but for the avoidance of doubt excluding any Specified Company Affiliates or Specified Parent Affiliates, as to whom no such requirements, conditions, understandings, agreements or order shall apply) in any manner that, either individually or in the aggregate, materially adversely affects the financial condition, business, or the operations of the Company and its Subsidiaries, on a consolidated basis, taken together with Parent and its Subsidiaries on a post-Closing basis.

Section 5.7 State Takeover Statutes. In connection with and without limiting the foregoing, the Company and Parent shall (a) take all reasonable action necessary to ensure that no "fair price," "business combination," "control share acquisition" or other state takeover statute or similar Law is or becomes applicable to this Agreement or any of the transactions contemplated hereby and (b) if any "fair price," "business combination," "control share

acquisition" or other state takeover statute or similar Law becomes applicable to this Agreement or any of the transactions contemplated hereby, take all reasonable action necessary to ensure that such transactions may be consummated as promptly as practicable on the terms required by, or provided for, in this Agreement and otherwise to minimize the effect of such Law on the Merger and the other transactions contemplated by this Agreement.

Section 5.8 Indemnification and Insurance.

(a) For a period of six (6) years after the Effective Time (and until such later date as of which any Action commenced during such six (6) year period shall have been finally disposed of), Parent shall, and shall cause the Surviving Corporation and its Subsidiaries to, honor and fulfill in all respects the obligations (including both indemnification and advancement of expenses) of the Company and its Subsidiaries under the certificate of incorporation or any bylaws of the Company or its Subsidiaries or indemnification agreements, in each case, in effect immediately prior to the Effective Time for the benefit of any of its current or former directors and officers and any Person who becomes a director or officer of the Company or any of its Subsidiaries prior to the Effective Time (the "Indemnified Parties"). In addition, for a period of six (6) years following the Effective Time (and until such later date as of which any Action commenced during such six (6) year period shall have been finally disposed of), Parent shall (and shall cause the Surviving Corporation and its Subsidiaries to) cause the certificate of incorporation, certificate of formation and bylaws and operating agreement, as applicable (and other similar organizational documents) of the Surviving Corporation and its Subsidiaries to contain provisions with respect to indemnification, advancement of expenses and exculpation that are at least as favorable, in the aggregate, as the indemnification, advancement of expenses and exculpation provisions contained in the certificate of incorporation and bylaws (or other similar organizational documents) of the Company and its Subsidiaries immediately prior to the Effective Time, and during such six (6) year period (and until such later date as of which any Action commenced during such six (6) year period shall have been finally disposed of), such provisions shall not be amended, repealed or otherwise modified in any respect, except as required by Law.

(b) Insurance. For a period of six (6) years after the Effective Time (and until such later date as of which any Action commenced during such six (6) year period shall have been finally disposed of), Parent shall, and shall cause the Surviving Corporation to, maintain in effect the current policies (whether through purchase of a "tail" policy or otherwise) of directors' and officers' and fiduciary liability insurance (" D&O Insurance") maintained by the Company, in respect of acts or omissions occurring at or prior to the Effective Time, covering each Person covered by the D&O Insurance immediately prior to the Effective Time (a true, correct and complete copy of which has been heretofore made available to Parent), on terms with respect to the coverage and amounts no less favorable in the aggregate than those of the D&O Insurance in effect on the date of this Agreement which have been provided to Parent; provided that Parent or the Surviving Corporation may substitute therefor policies of at least the same coverage and amounts containing terms and conditions which are no less advantageous in the aggregate to former officers and directors of the Company; and provided, further, that if the aggregate annual premiums for such policies at any time during such period will exceed 250% of the per annum premium rate paid by the Company and its Subsidiaries as of the date of this Agreement for such policies (the "Maximum Amount"), or, in the case of a tail policy, the cost of such policy would

exceed the Maximum Amount, then Parent and the Surviving Corporation shall only be required to provide such coverage as will then be available at an annual premium equal to the Maximum Amount or a tail policy the cost of which does not exceed the Maximum Amount.

(c) Successors. If Parent or the Surviving Corporation or any of their respective successors or assigns shall (i) consolidate with, or merge with or into, any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties or assets to any Person, then, in each case, Parent shall cause proper provision to be made so that such Person shall assume all of the applicable obligations set forth in this Section 5.8.

(d) Enforceability. Each of the directors and officers or other Persons who is an Indemnified Party or a beneficiary under the D&O Insurance is intended to be a third party beneficiary of this Section 5.8 with full rights of enforcement as if a party thereto. The rights of the Indemnified Parties (and other Persons who are beneficiaries under the D&O Insurance or the "tail" policy referred to in paragraph (b) above) under this Section 5.8 shall be in addition to, and not in substitution for, any other rights that such Persons may have under the certificate or articles of incorporation, bylaws or other equivalent organizational documents, any and all indemnification agreements of or entered into by the Company or any of its Subsidiaries, or applicable Law (whether at law or in equity).

Section 5.9 Public Announcements. The Company and Parent shall consult with each other before issuing, and will provide each other the opportunity to review, comment upon and concur with, and use reasonable best efforts to agree on, any press release or other public statements with respect to the transactions contemplated hereby, including the Merger, and shall not issue any such press release or make any such public statement without the prior written consent of the other party (which shall not be unreasonably withheld, delayed or conditioned), except as either party, after consultation with outside counsel, may determine is required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or stock market if it has used reasonable best efforts to consult with the other party prior thereto regarding the timing, scope and content of any such press release or public statement; provided, however, that no such consultation shall be required to make any disclosure or otherwise take any action expressly permitted by Section 5.2, in the case of the Company, or Section 5.3, in the case of Parent, in each case other than as provided therein. In addition, except (a) to the extent disclosed in or consistent with the Proxy Statement in accordance with the provisions of Section 5.4, (b) for any consent given in accordance with this Section 5.9 or (c) as expressly permitted by Section 5.2, in the case of the Company, or Section 5.3, in the case of Parent, neither party shall issue any press release or otherwise make any public statement or disclosure concerning the other party or the other party's business, financial condition or results of operations without the consent of such other party, which consent shall not be unreasonably withheld, delayed or conditioned. The parties agree that the initial press release to be issued with respect to the transactions contemplated hereby shall be in the form agreed to by the parties.

Section 5.10 Listing. Parent shall use reasonable best efforts to cause the Parent Common Stock issuable under Article II to be authorized for listing on the NYSE, subject to official notice of issuance, prior to the Closing Date.

Section 5.11 Employee Benefits.

(a) For a period of not less than one (1) year following the Closing Date, the employees of the Company and its Subsidiaries (the "Company Employees"), for so long as they are employed following the Effective Time, shall receive (i) annual base salary or wages, as applicable, that are no less than the annual base salary or wages in effect for each such employee immediately prior to the Closing Date, (ii) equity-based compensation awards that are substantially comparable to the equity-based compensation awards provided to similarly situated employees of Parent and (iii) other employee benefits and compensation (excluding equity-based compensation and base salary) that, in the aggregate, are substantially comparable to the employee benefits and compensation (excluding equity-based compensation and base salary) provided to the Company Employees immediately prior to the date of this Agreement; provided that nothing contained in this Section 5.11 shall be construed as requiring Parent or any of its Subsidiaries to continue or adopt any specific plans or to continue the employment of any Company Employee.

(b) Notwithstanding anything to the contrary in this Agreement, starting on the Closing Date, Parent and Surviving Corporation shall, for a period ending on the date one (1) year after the Closing Date, maintain a severance pay practice for the benefit of each Company Employee that is no less favorable than the severance pay practice of the Company in effect immediately prior to the date of this Agreement as set forth on Section 5.11(b) of the Company Disclosure Letter.

(c) Parent shall recognize the service of Company Employees with the Company or its Subsidiaries (or their respective Affiliates) prior to the Closing Date as service with Parent or its Affiliates in connection with any employee benefit plans, programs, contracts and arrangements (including 401(k) plans, severance, vacation, sick leave and holiday policies) maintained by Parent and its Affiliates which is made available following the Closing Date by Parent and its Affiliates for purposes of any waiting period, vesting, eligibility and benefit entitlement (but excluding benefit accruals under any defined benefit plan), to the extent recognized by the Company and its Subsidiaries prior to the Closing Date; *provided*, *however*, that such service shall not be recognized to the extent that such recognition would result in any duplication of benefits, and Parent shall not be required to provide credit for any purpose under any Parent plan that is (i) a cash or equity incentive compensation plan (other than with respect to Company Equity Awards converted as described on Section 2.8), (ii) a defined benefit pension plan, (iii) a post-retirement welfare plan or (iv) any Parent plan under which similarly situated employees of Parent and its Subsidiaries do not receive credit for prior service or that is grandfathered or frozen, either with respect to level of benefits or participation.

(d) Parent shall cause the Surviving Corporation to use commercially reasonable efforts to (i) waive, or cause its insurance carriers to waive, all limitations as to pre-existing and at-work conditions, if any, with respect to participation and coverage requirements applicable to Company Employees under any welfare benefit plan (as defined in Section 3(1) of ERISA) which is made available to Company Employees following the Closing Date by Parent or one of its Affiliates to the extent such limitations or conditions would have been satisfied or waived under the terms of the comparable Company Plan prior to the Closing Date, and (ii) provide credit to Company Employees for any co-payments, deductibles and out-of-pocket

expenses paid by such employees under the corresponding Company Plan during the portion of the relevant plan year including the Closing Date.

(e) If requested by Parent not less than ten (10) Business Days before the Closing Date, the Company shall adopt resolutions and take such corporate action as is necessary to terminate the Company Plans that are tax-qualified defined contribution plans (collectively, the "Company Qualified DC Plan"), effective as of no later than the day prior to the Closing Date. The form and substance of such resolutions and any other actions taken in connection with the foregoing termination shall be subject to the review and approval of Parent, not to be unreasonably withheld. Upon the distribution of the assets in the accounts under the Company Qualified DC Plan to the participants, Parent shall permit such participants who are then actively employed by Parent or its Subsidiaries to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code), in the form of cash or in kind with respect to any plan loans, from the Company Qualified DC Plan to the applicable tax-qualified defined contribution plans of Parent or its Subsidiaries.

(f) Notwithstanding the foregoing, nothing contained herein, whether express or implied, shall be treated as an amendment or other modification of any employee benefit plan or arrangement, or shall limit the right of Parent, the Surviving Corporation or any of their Affiliates to amend, terminate or otherwise modify any employee benefit plan or arrangement sponsored by Parent, the Surviving Corporation or any of their Affiliates following the Closing Date. In the event that (i) a Person not a party to this Agreement makes a claim or takes other action to enforce any provision in this Agreement as an amendment to any employee benefit plan or arrangement sponsored by Parent, the Surviving Corporation or any of their Affiliates, and (ii) such provision is deemed to be an amendment to such plan or arrangement even though not explicitly designated as such in this Agreement, then such provision shall lapse retroactively and shall have no amendatory effect. The parties acknowledge and agree that all provisions contained in this Section 5.11 with respect to the Company Employees are included for the sole benefit of the parties, and that nothing in this Agreement, whether express or implied, shall create any third party beneficiary or other rights (i) in any other Person, including any current or former employees, directors or independent contractors, any participant in any employee benefit plan, or any dependent or beneficiary thereof, or (ii) to continued employment with Parent, the Surviving Corporation or any of their respective Affiliates.

Section 5.12 Notification of Certain Matters.

(a) The Company shall give prompt notice to Parent and Parent shall give prompt notice to the Company, as the case may be, of (i) the occurrence or non-occurrence of any event of which is likely to cause any representation or warranty of the Company or Parent, as the case may be, to be untrue or inaccurate at the Closing Date such that the conditions to closing set forth in Article VI would fail to be satisfied, and (ii) any failure by the Company or Parent, as the case may be, to materially comply with or materially satisfy any covenant or other agreement to be complied with by it hereunder such that the conditions to closing set forth in Article VI would fail to be satisfied; provided, however, that the delivery of any notice pursuant to this Section 5.12(a) shall not limit or otherwise affect any remedies available to Parent or the Company, as the case may be.

(b) The Company shall give prompt notice to Parent and Parent shall give prompt notice to the Company of (i) any notice or other communication received by it from any third party, subsequent to the date of this Agreement and prior to the Effective Time, alleging any material breach of, or material default under, any Company Material Contract or Parent Material Contract, as applicable, or (ii) any notice or other material communication received by it from any third party, subsequent to the date of this Agreement and prior to the Effective Time, regarding any consent that is or may be required in connection with the transactions contemplated by this Agreement; provided, however, that the delivery of notice by the Company to Parent, or Parent to the Company, as applicable, pursuant to thisSection 5.12(b) shall not limit or otherwise affect the remedies available hereunder to Parent or the Company, respectively.

Section 5.13 Certain Litigation. The Company shall promptly advise Parent and Parent shall promptly advise the Company of any Action commenced after the date hereof against such party or any of its directors by any stockholder relating to this Agreement, the Merger and the transactions contemplated hereby and shall keep such party reasonably informed regarding any such litigation. The Company shall give Parent the opportunity to consult with the Company regarding the defense or settlement of any such Action and shall consider Parent's views with respect to such Action, and shall not settle any such Action without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed) and Parent shall give the Company the opportunity to consult with Parent regarding the defense or settlement of any such Action and shall consider the Company's views with respect to such Action, and shall not settle any such Action without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed). Neither the Company nor Parent shall enter into any settlement agreement in respect of any stockholder litigation against the Company or Parent, respectively, and/or their respective directors or officers relating to the Merger or any of the other transactions contemplated hereby without Parent's or the Company's, respectively, prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 5.14 Section 16 Matters. Prior to the Effective Time, each of the Company and Parent shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any dispositions of Company Common Stock or acquisitions of Parent Common Stock (including, in each case, securities deliverable upon exercise, vesting or settlement of any Company Equity Awards or other derivative securities) resulting from the transactions contemplated hereby by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company or may become subject to such reporting requirements with respect to the Parent in connection with the transactions contemplated hereby to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.15 Reservation of Parent Common Stock. Subject to receipt of the Parent Stockholder Approvals, at or prior to the Effective Time, Parent shall reserve (free from preemptive rights) out of its reserved but unissued shares of Parent Non-Voting Stock and Parent Voting Stock (i) for the purposes of effecting the conversion of the issued and outstanding shares of Company Common Stock pursuant to this Agreement, sufficient shares of Parent Non-Voting Stock and Parent Voting Stock to provide for such conversion and assumption, (ii) for the purposes of satisfying the exercise, vesting or settlement of any Company Equity Awards as the same may be adjusted pursuant to Section 2.8, sufficient shares of Parent Non-Voting Stock and Parent Voting Stock to provide for such exercise, vesting or settlement and (iii) if applicable, for

the purposes of any equity financing in furtherance of the transactions contemplated by this Agreement in accordance withSection 5.16, sufficient shares of Parent Common Stock to be issued in connection with such financing.

Section 5.16 Financing.

(a) Parent shall use its reasonable best efforts to consummate and obtain (taking into account the timing of the Marketing Period) the Debt Financing on the terms and conditions described in the Commitment Letter, including using reasonable best efforts to (i) maintain in effect the Commitment Letter and, if entered into prior to the Closing, the definitive documentation with respect to the Debt Financing contemplated by the Commitment Letter (such definitive documentation entered into prior to the Closing, if any, the "Definitive Debt Agreements"), (ii) negotiate and execute the Definitive Debt Agreements on terms and conditions contemplated by the Commitment Letter (including any "flex" provisions thereof) (it being understood that, with respect to any bridge facility documentation, definitive debt agreements shall not be required until following the Marketing Period and then only if reasonably necessary in connection with the funding of the Debt Financing) and, upon execution thereof, deliver a copy thereof to the Company and (iii) satisfy on a timely basis all conditions applicable to Parent and its Subsidiaries in the Commitment Letter and Definitive Debt Agreements that are within its control and comply with its obligations thereunder.

(b) In the event that all conditions to the Debt Financing have been satisfied, and upon the satisfaction or waiver of all the conditions precedent set forth in Sections 6.1 and 6.3 of this Agreement (other than those conditions that by their nature are to be satisfied at the Closing, each of which would be satisfied at the Closing), Parent shall use its reasonable best efforts to cause the Lenders and the other Persons providing such Debt Financing to fund such Debt Financing on the Closing Date in accordance with the Commitment Letter including, for the avoidance of doubt, using its reasonable best efforts to enforce its rights under the Commitment Letter.

(c) Parent shall have the right from time to time to amend, replace, supplement or otherwise modify, or waive any of its rights under, the Commitment Letter or the Definitive Debt Agreements, and/or substitute other debt financing for all or any portion of the Debt Financing from the same and/or alternative financing sources; provided that any such amendment, replacement, supplement or other modification to or waiver of any provision of the Commitment Letter or Definitive Debt Agreements that amends the Debt Financing and/or substitution of all or any portion of the Debt Financing shall not (i) expand upon the conditions precedent to the Debt Financing as set forth in the Commitment Letter, (ii) prevent or impede or delay the consummation of the transactions contemplated by this Agreement, (iii) amend or modify the Commitment Letter to provide for terms and conditions (including any "flex" provisions) that are, in the aggregate, materially less favorable to Parent than those in the Commitment Letter (including any "flex" provisions) or (iv) adversely impact the ability of Parent to enforce its rights against any counterparty thereto. Parent shall be permitted to reduce the amount of Debt Financing under the Commitment Letter or Definitive Debt Agreements in its reasonable discretion (provided that Parent may in any case amend the Commitment Letter solely to add lenders, lead arrangers, bookrunners, syndication agents or similar entities who had not executed the Debt Commitment Letter as of the date of this Agreement); provided that Parent

shall not reduce the Debt Financing to an amount committed below the amount that is required, together with the financial resources of Parent, including cash on hand and the proceeds of available loans under existing credit facilities of Parent, to consummate the transactions contemplated by this Agreement, and provided further that such reduction shall not prevent or impede or delay the consummation of the transactions contemplated by this Agreement.

(d) If any portion of the Debt Financing becomes unavailable on the terms and conditions contemplated in the Commitment Letter (including any "flex" provisions) or the Definitive Debt Agreements, as applicable, Parent shall use its reasonable best efforts to arrange and obtain as promptly as practicable following the occurrence of such event alternative debt financing from alternative financing sources on terms not less favorable to Parent (including with respect to conditionality) than those contained in the Commitment Letter, in an amount sufficient to consummate the transactions contemplated by this Agreement ("Alternative Debt Financing").

(e) Parent shall give the Company prompt notice of (i) (A) any material breach or default, or (B) any written notice received by Parent of any threatened breach, default, termination or repudiation, in each case by any party to the Commitment Letter or Definitive Debt Agreements, of which Parent becomes aware, (ii) if Parent no longer believes in good faith that it will be able to obtain the Debt Financing contemplated by the Commitment Letter on the terms described therein (including "flex" provisions), or (iii) any termination or waiver, amendment or other modification of the Commitment Letter or Definitive Debt Agreements. Upon Company's request from time-to-time, Parent shall keep the Company reasonably informed on a reasonably current basis and in reasonable detail of the status of its effort to arrange the Debt Financing and shall provide to the Company copies of all definitive documents related to the Debt Financing and any amendment to, or waiver, modification or replacement of, the Commitment Letter.

(f) For purposes of this Section 5.16, "Debt Financing" shall include the financing contemplated by the Commitment Letter as permitted to be amended, supplemented or modified by this Section 5.16 (and, if applicable, shall include any Alternative Debt Financing used to satisfy Parent's obligations under this Agreement) and references to "Commitment Letter" shall include the Commitment Letter as permitted to be amended, supplemented or modified by this Section 5.16 (and, if applicable, shall include any commitments in respect of Alternative Debt Financing).

Section 5.17 Financing Cooperation.

(a) Prior to the Closing Date, the Company shall use reasonable best efforts to, and shall cause its Subsidiaries to use reasonable best efforts to, and shall use reasonable best efforts to cause its and its Subsidiaries' respective Affiliates, Representatives, employees, officers and directors to, provide to Parent such cooperation as may be reasonably requested by Parent with respect to the Debt Financing (which term, for purposes of this Section 5.17, shall include the financing contemplated by the Commitment Letter as permitted to be amended, supplemented or modified by Section 5.16 (and, if applicable, shall include any Alternative Debt Financing used to satisfy Parent's obligations under this Agreement) and any other debt securities issued in lieu of all or any part of the Bridge Facility or the Funded Bridge Facility (in each case as defined in Exhibit A to the Commitment Letter)); provided that such requested

cooperation does not materially and adversely interfere with operations of the Company. Such cooperation shall include, without limitation:

(i) using reasonable best efforts to participate in a reasonable number of due diligence sessions, marketing efforts (including lender meetings and calls), drafting sessions, rating agency presentations and road shows in connection with the Debt Financing including direct contact between senior management (with appropriate seniority and expertise) and Representatives (including accountants) of the Company, on the one hand, and the Lenders, potential lenders and investors for the Debt Financing, on the other hand;

(ii) using reasonable best efforts to provide information requested by Parent for its preparation of, and to otherwise assist in the preparation of, materials for bank information memoranda, marketing materials, rating agency presentations, offering documents, private placement memoranda, prospectuses, road shows and similar documents required in connection with the Debt Financing and the marketing thereof, to the extent such information is reasonably available to the Company and its Subsidiaries;

(iii) using reasonable best efforts to assist Parent in connection with the preparation of pro forma financial information and financial statements contemplated by the Commitment Letter or otherwise reasonably requested by Parent in connection with the Debt Financing, to the extent such information is reasonably available to the Company and its Subsidiaries; provided that, if requested by the Company, Parent shall have provided the Company with information relating to the proposed debt and equity capitalization that is required for such pro forma financial information in financial reports;

(iv) using reasonable best efforts to assist in the review of disclosure schedules related to the Debt Financing for completeness and accuracy;

(v) as promptly as reasonably practicable (A) furnishing Parent's financing sources (including the Debt Financing sources) and their respective Representatives with the Required Information (and updating the same from time-to-time so that it is Compliant) and (B) informing Parent if the Company or any of its Subsidiaries shall have knowledge of any facts that would likely require the restatement of any financial statements for such financial statements to comply with GAAP;

(vi) assisting in the preparation and negotiation of any pledge and security documents, blocked account agreements, other definitive financing documents, or other customary certificates or documents as are required to be delivered under the Commitment Letter at or prior to Closing and otherwise facilitating the pledging of collateral (including (x) cooperation in connection with the pay-off of existing Indebtedness and the release of related Liens and termination of security interests and (y) cooperation in connection with Parent's efforts to obtain environmental assessments and title insurance);

(vii) cooperation with the redemption, defeasance or discharge of any Indebtedness of the Company or its Subsidiaries, including the Company Notes, including sending one or more customary notices of redemption upon the request of Parent in respect of the Company Notes (which notices shall be conditional upon the occurrence of the Merger);

(viii) assisting Parent to obtain any necessary waivers, consents, estoppels and approvals in connection with the Debt Financing from other parties to material leases, encumbrances and Contracts relating to the Company and its Subsidiaries;

(ix) taking reasonable actions necessary to permit the Debt Financing sources to evaluate the Company and its Subsidiaries' current assets, cash management and accounting systems, and policies and procedures relating thereto, for the purposes of establishing collateral arrangements as of the Closing and to assist with other collateral audits and due diligence examinations;

(x) taking all corporate actions, subject to the occurrence of the Closing, reasonably necessary to authorize the consummation of the Debt Financing and to permit the proceeds thereof (together with any cash on hand of the Company to the extent to be used to finance the transactions), to be made available on the Closing Date to consummate the Merger and the other transactions contemplated by this Agreement;

(xi) using reasonable best efforts to cause its independent accountants to provide assistance and cooperation to Parent, including participating in drafting sessions and accounting due diligence sessions, assisting in the preparation of pro forma financial statements, and providing any necessary "comfort letters" and accountants' consents in connection with the use of the Company's financial statements in offering documents and prospectuses; and

(xii) providing at least four (4) Business Days prior to the Closing Date all documentation and other information required by applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, to the extent requested at least nine (9) Business Days prior to the Closing Date;

provided, however, that (a) no obligation of the Company or any of its Subsidiaries under any certificate, document or instrument delivered pursuant to thisSection 5.17(a) shall be effective until the Effective Time and none of the Company or any of its Subsidiaries shall be required to take any action under any such certificate, document or instrument that it is a party to that is not contingent upon the Closing (including the entry into any agreement that is effective before the Effective Time) or that would be effective prior to the Effective Time, and (b) neither the Company nor any of its Subsidiaries shall be required to issue any offering or information document; provided, further that the Company may be required to provide customary authorization and representation letters in connection with the marketing of the Debt Financing.

(b) Parent shall promptly, upon request by the Company, reimburse the Company for all reasonable and documented out-of-pocket costs and expenses incurred by the Company in connection with its cooperation contemplated by Section 5.17(a) and shall indemnify and hold harmless the Company, its Subsidiaries and their respective Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with such cooperation, the arrangement of the Debt Financing and/or any information used in connection therewith, except (x) with respect to any information provided by the Company or any of its Subsidiaries expressly for use in connection therewith, or (y) to the extent suffered or incurred as a result of any such indemnitee's, or such indemnitee's

respective Representative's, gross negligence, bad faith, willful misconduct or material breach of this Agreement.

(c) The Company hereby consents to the reasonable use of its and its Subsidiaries' logos in connection with syndication and underwriting of the Debt Financing; provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of the Company or any of its Subsidiaries.

(d) Notwithstanding anything to the contrary contained in this Agreement, each of the parties: (i) agrees that all claims, whether in law or in equity, whether in contract or in tort or otherwise, against any lender party with respect to the Debt Financing (the "Lenders") (which defined term shall include the Lenders and their respective Affiliates, equityholders, members, partners, officers, directors, employees, agents, advisors and representatives involved in the Debt Financing) relating to this Agreement or the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Commitment Letter, the Debt Financing, the Definitive Debt Agreements or the performance thereof, shall be brought only in the Supreme Court of the State of New York, County of New York, or if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court of the Southern District of New York (and appellate courts thereof); (ii) agrees that all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Lenders in any way relating to the Debt Financing or the performance thereof, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to laws that may be applicable under conflicts of laws principles (whether of the State of New York or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of New York; and (iii) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE DEBT FINANCING OR THE PERFORMANCE THEREOF. Notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its Affiliates shall have any rights or claims against the Lenders in connection with this Agreement, the Debt Financing, the Commitment Letter, the transactions contemplated hereby or thereby (and any abandonment or termination thereof) or any matter forming the basis for any such termination, whether at law or equity, in contract, tort or otherwise, including, but not limited to, the right to specifically enforce the Commitment Letter to cause the Lenders to consummate the Debt Financing. Notwithstanding anything to the contrary contained in this Agreement, the Lenders are intended third party beneficiaries of, and shall be entitled to the protections of, this Section 5.17(d), and this Section 5.17(d) may not be amended, supplemented, waived or otherwise modified in a manner adverse to the Lenders without the prior written consent of the Lenders.

Section 5.18 Cooperation as to Certain Indebtedness.

(a) Parent or one of its Subsidiaries may (i) commence any of the following: (A) one or more offers to purchase any and all of the outstanding Company Notes for cash (the "Offers to Purchase"); or (B) one or more offers to exchange any and all of the outstanding Company Notes for securities issued by Parent (or its Affiliates) (the "Offers to Exchange"), in each case on terms and conditions determined by Parent in its sole and absolute discretion;

provided the consummation of any such transaction shall not become effective until immediately prior to Closing and shall be funded using consideration provided by Parent; and (ii) solicit the consent of the holders of Company Notes regarding certain proposed amendments to the indenture governing such Company Notes as requested by Parent (the "Consent Solicitations" and, together with the Offers to Purchase and Offers to Exchange, if any, the "Company Note Offers and Consent Solicitations"). Any Company Note Offers and Consent Solicitations shall be made on such terms and conditions (including price to be paid and conditionality) as are proposed by Parent in its sole and absolute discretion; provided that, in any event, Parent and the Company hereby agree that (x) any such Company Note Offers and Consent Solicitations shall comply with applicable law and the terms of any indenture governing the Company Notes, (y) the terms and conditions of any Company Note Offers and Consent Solicitations (other than a Consent Solicitation seeking the elimination, waiver or amendment of the change of control provisions undertaken independently of an Offer to Purchase or Offer to Exchange) shall provide that the closing thereof or the effectiveness of the substantive provisions thereof, as the case may be, shall be contingent upon, or not become operative until immediately prior to, the Closing, and (z) promptly upon expiration of any Consent Solicitation, assuming the requisite consents have been received with respect to the Company Notes, the Company shall execute (or cause to be executed) a supplemental indenture to the indenture governing the Company Notes reflecting the terms of such Consent Solicitation and shall use commercially reasonable efforts to cause the trustee under such indenture to enter into such supplemental indenture; provided that (other than a Consent Solicitation seeking the elimination, waiver or amendment of the change of control provisions undertaken independently of an Offer to Purchase or Offer to Exchange) the substantive provisions thereof will not become operative until immediately prior to the Closing. Concurrent with the Closing, and in accordance with the terms of any Offer to Purchase or Offer to Exchange, the Company shall accept for purchase or exchange and purchase or exchange the Company Notes properly tendered and not properly withdrawn in any Offer to Purchase or Offer to Exchange using consideration provided by or at the direction of Parent. Concurrent with the expiration of any Consent Solicitation in which requisite consents have been achieved, and in accordance with the terms of such Consent Solicitation, the Company shall pay any consent fee to the holder of each Company Note approving the amendments to the indenture contemplated by such Consent Solicitation using consideration provided by or at the direction of Parent. Parent hereby covenants and agrees to provide (or cause to be provided) immediately available funds to the Company for the full payment of the above amounts at the applicable times. At Parent's expense, the Company shall provide all cooperation reasonably requested by Parent and its Affiliates that is necessary or reasonably required in connection with any Company Note Offers and Consent Solicitations.

Section 5.19 Dividends. After the date of this Agreement, each of the Company and Parent shall coordinate with the other as to the declaration of any dividends in respect of Company Common Stock and Parent Common Stock and the record dates and payment dates relating thereto, it being the intention of the parties that holders of Company Common Stock shall not receive two dividends, or fail to receive one dividend, for any quarter with respect to their shares of Company Common Stock, on the one hand, and any shares of Parent Common Stock any such holder receives in exchange therefor in the Merger, on the other.

Section 5.20 Stock Exchange Delisting. Prior to the Closing Date, the Company shall cooperate with Parent and use its reasonable best efforts to take or cause to be taken, all actions,

and do or cause to be done all things, reasonably necessary on its part under applicable Law and the rules and policies of NASDAQ to enable the delisting of the shares of Company Common Stock from NASDAQ and the deregistration of the shares of Company Common Stock under the Exchange Act as promptly as practicable after the Effective Time.

Section 5.21 Parent Common Stock Reorganization.

(a) Subject to receipt of the Parent Stockholder Approvals, Parent shall take all requisite action to complete the Parent Common Stock reorganization (the "Parent Common Stock Reorganization") and the conversion of the Parent Common Stock into Parent Voting Stock and Parent Non-Voting Stock (the "Parent Common Stock Exchange") in accordance with the steps set forth onSection 4.19(b) of the Parent Disclosure Letter.

(b) Parent shall cause the shares of Parent Non-Voting Stock to trade on a "when issued basis" on the NYSE for each of the five (5) consecutive full trading days prior to the Closing to the extent practicable or permissible by the NYSE.

Section 5.22 Stockholder Rights Plan. Prior to the later of (i) the termination of this Agreement and (ii) the termination of the Exchange Agreement, but subject in all respects to Parent's compliance with its obligations under each of the Transaction Documents, the Company (a) agrees not to adopt any stockholders rights plan or similar plan or agreement (or amend or modify any such plan or agreement) unless such stockholder rights plan by its terms exempts, or at the time of adoption of such stockholder rights plan the Company takes action to exempt, the transactions contemplated by the Transaction Documents and (b) to take all action to cause Section 3.21 to be true and correct at all times.

ARTICLE VI
CONDITIONS TO OBLIGATIONS OF THE PARTIES

Section 6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the satisfaction or waiver in writing at or prior to the Closing of the following conditions:

(a) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(b) Parent Stockholder Approvals. The Parent Stockholder Approvals shall have been obtained.

(c) Parent Common Stock Reorganization. The Parent Common Stock Reorganization shall have been completed and be valid and effective.

(d) Parent Common Stock Exchange. The Parent Common Stock Exchange shall have been validly completed and be effective.

(e) Antitrust Waiting Periods. Any waiting period applicable to consummation of the Merger under the HSR Act or the Competition Laws of Germany shall have expired or been terminated.

(f) FCC Approval. The FCC has approved the application(s) for transfer of control and/or assignment of the FCC licenses and registrations listed on Section 3.5(a) of the Company Disclosure Letter (the "FCC Approval"). The FCC Approval shall have been obtained without the imposition of any conditions or restrictions that (i) prohibit or limit the ownership or operation by Parent, the Company or their respective Subsidiaries of any portion of its or their respective businesses or assets, or to compel Parent to dispose of or hold separate any portion of its business or assets, (ii) impose material limitations on the ownership of Parent or the Company, or Parent's ability to control any respect of the business of the Company or (iii) are reasonably likely to materially, adversely affect the financial condition, operations or business of Parent or the Company. No FCC Approval shall have been withdrawn, reversed, stayed, enjoined, annulled, terminated or otherwise suspended prior to the Effective Time.

(g) No Injunctions or Restraints. No Law, Order, or other legal restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction, shall be in effect which prohibits, renders illegal or permanently enjoins the consummation of the transactions contemplated by this Agreement.

(h) Registration Statement. The Registration Statement shall have become effective under the Securities Act, and no stop order or proceedings seeking a stop order shall have been initiated by the SEC.

(i) NYSE Listing. The shares of each class of Parent Common Stock issuable to the Company Stockholders pursuant to the Merger as provided for in Article II shall have been authorized for listing on the NYSE, subject to official notice of issuance.

Section 6.2 Conditions to Obligations of the Company. The obligation of the Company to effect the Merger shall be subject to the satisfaction, or waiver in writing by the Company, at or prior to the Closing of the following conditions:

(a) Representations and Warranties.

(i) The representations and warranties of Parent and Merger Sub contained in Sections 4.1 (Organization; Standing and Power), 4.2 (Capitalization of Parent and Merger Sub) (except as contemplated by the Parent Common Stock Reorganization and the Parent Common Stock Exchange), 4.3 (Authorization), 4.7(a) (Absence of Certain Changes) and 4.14 (Brokers) shall be true and correct in all respects (other than, in the case of the representations and warranties in the second sentence of Section 4.2(a), for inaccuracies that are *de minimis* individually and in the aggregate) as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case, such representation and warranty shall be true and correct in all respects as of such earlier date).

(ii) The other representations and warranties of Parent and Merger Sub contained in this Agreement shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such

representations and warranties shall be true and correct in all respects as of such earlier date, and, in the case of this clause (ii), interpreted without giving effect to any Parent Material Adverse Effect or materiality qualifications), except where all failures of such representations and warranties referred to in this clause (ii) to be true and correct has not had, or would not reasonably be expected to have, a Parent Material Adverse Effect.

(b) Performance of Obligations of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed or complied, in all material respects, with its covenants and agreements required to be performed or complied with by it under the Transaction Documents at or prior to the Closing Date.

(c) Officer's Certificate. The Company shall have received a certificate of an executive officer of Parent as to the satisfaction of the conditions set forth in Section 6.2(a) and Section 6.2(b).

(d) Parent Material Adverse Effect. Since the date hereof, there shall not have occurred and be continuing any event, occurrence, fact, condition, change, development or effect that has had or would reasonably be expected to have a Parent Material Adverse Effect.

Section 6.3 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger shall be subject to the satisfaction, or waiver in writing by Parent, at or prior to the Closing of the following conditions:

(a) Representations and Warranties.

(i) The representations and warranties of the Company contained in Sections 3.1 (Organization; Standing and Power), 3.2 (Capitalization of the Company), 3.3 (Subsidiaries), 3.4 (Authorization), 3.8(a) (Absence of Certain Changes) and 3.25 (Brokers) shall be true and correct in all respects (other than, in the case of the representations and warranties in the second sentence of Section 3.2(a), for inaccuracies that are *de minimis* individually and in the aggregate) as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case, such representation and warranty shall be true and correct in all respects as of such earlier date).

(ii) The other representations and warranties of the Company contained in this Agreement shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and, in the case of this clause (ii), interpreted without giving effect to any Company Material Adverse Effect or materiality qualifications, except where all failures of such representations and warranties referred to in this clause (ii) to be true and correct has not had, or would not reasonably be expected to have a Company Material Adverse Effect.

(b) Performance of Obligations of the Company. The Company shall have performed or complied, in all material respects, with its covenants and agreements required to be

performed or complied with by it under the Transaction Documents at or prior to the Closing Date.

(c) Officer's Certificate. Parent and Merger Sub shall have received a certificate of an executive officer of the Company as to the satisfaction of the conditions set forth in Sections 6.3(a) and 6.3(b).

(d) Company Material Adverse Effect. Since the date hereof, there shall not have occurred and be continuing any event, occurrence, fact, condition, change, development or effect that has had or would reasonably be expected to have a Company Material Adverse Effect.

(e) Pay-Off Letter. (i) The Company shall have received and delivered to Parent an executed payoff letter in reasonable and customary form and substance in respect of the Company Credit Agreement, together with related lien release documents in reasonable and customary form and substance, in each case, including customary conditions to effectiveness with respect to repayment, and (ii) the Company Credit Agreement shall have been terminated and all amounts outstanding thereunder shall have been repaid and satisfied in full (it being understood that Parent will provide or cause to be provided the funds necessary for the Company to make such repayment prior to or substantially contemporaneously with the Closing, and in the event of any such failure by Parent to provide or cause to be provided such funds in advance of or substantially contemporaneously with the Closing, the condition set forth in this Section 6.3(e)(ii) shall be deemed satisfied).

ARTICLE VII
TERMINATION, AMENDMENT AND WAIVER

Section 7.1 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time, whether before or after receipt of the Company Stockholder Approval or the Parent Stockholder Approvals, or the approval of the adoption of this Agreement by the sole stockholder of Merger Sub, as authorized by the board of directors of the Company or Merger Sub:

(a) by mutual written consent of each of Parent, Merger Sub and the Company;

(b) by either Parent or the Company, if

(i) the Merger shall not have been consummated by on or before December 31, 2016 (the "Outside Date"); provided that the Outside Date may be extended for a period not to exceed ninety (90) days by either party by written notice to the other party if the Merger shall not have been consummated as a result of the condition set forth in Section 6.1(e) failing to have been satisfied but (A) the extending party has represented to the other that it reasonably believes that the relevant approvals will be obtained during such extension period and (B) each of the other conditions to the consummation of the Merger set forth in Article VI has been satisfied or waived or remains reasonably capable of satisfaction as of the original Outside Date; provided, further, that the right to terminate this Agreement pursuant to this clause (b)(i) shall not be available to the party seeking to terminate this Agreement if such party's breach of this Agreement has been the cause of the failure of the Effective Time to occur;

(ii) any Governmental Authority shall have issued or granted an Order or taken any other action permanently restraining, enjoining or otherwise prohibiting the Merger and such Order or other action is, or shall have become, final and non-appealable;

(iii) the Company Stockholder Approval shall not have been obtained at the Company Stockholders' Meeting, or at any adjournment or postponement thereof, at which the final vote thereon was taken; or

(iv) the Parent Stockholder Approvals shall not have been obtained at the Parent Stockholders' Meeting, or at any adjournment or postponement thereof, at which the final vote thereon was taken;

(c) by the Company, if

(i) at any time prior to the receipt of the Company Stockholder Approval, in accordance with clause (y) of Section 5.2(d); provided, however, that the Company may terminate this Agreement pursuant to this Section 7.1(c)(i) if and only if the Company (x) shall have complied with Section 5.2 in all material respects and (y) enters into a Company Acquisition Agreement substantially concurrently with such termination;

(ii) provided that the Parent Stockholder Approvals shall not have been obtained, if (A) Parent shall have made a Parent Adverse Recommendation Change, (B) Parent shall have failed to include Parent's Board's recommendation in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange or the Stock Issuance in the Proxy Statement or (C) Parent shall have materially breached or shall have failed to perform in any material respect any of its obligations set forth in Section 5.3;

(iii) provided that the Company is not then in material breach of any of its obligations under the Transaction Documents, if (A) there is any continuing inaccuracy in the representations and warranties of Parent and Merger Sub set forth in this Agreement or (B) Parent and Merger Sub are then failing to perform any of their covenants or other agreements set forth in this Agreement (other than a material breach or failure to perform in any material respect any of its obligations set forth in Section 5.3 if the Parent Stockholder Approvals shall not have been obtained), in either cases (A) and (B), (x) such that the conditions set forth in Section 6.2(a) or Section 6.2(b), as applicable, would not be satisfied as of the time of such termination and (y) such breach is not capable of being cured by the Outside Date or shall not have been cured within sixty (60) days after written notice thereof shall have been received by Parent; or

(iv) if (A) Parent or Merger Sub fails to consummate the Merger by the date required by Section 2.4 because of a failure to receive the proceeds from the Debt Financing, (B) all of the conditions set forth in Sections 6.1 and 6.3 (other than those conditions that by their nature are to be satisfied at the Closing, each of which would be satisfied at the Closing) would be satisfied at the time of such termination if the Closing were held at the time of such termination and (C) the Company stood ready, willing and able to consummate the Merger on the date required by Section 2.4 at the time of termination.

(d) by Parent, if

(i) provided that the Company Stockholder Approval shall not have been obtained, (A) the Company shall have made a Company Adverse Recommendation Change, (B) the Company shall have failed to include the Company's Board's recommendation in favor of the Merger in the Proxy Statement or (C) the Company shall have materially breached or failed to perform in any material respect any of its obligations set forth in Section 5.2; or

(ii) provided that Parent is not then in material breach of any of its obligations under the Transaction Documents, if (A) there is any continuing inaccuracy in the representations and warranties of the Company set forth in this Agreement or (B) the Company is then failing to perform any of its covenants or other agreements set forth in this Agreement (other than a material breach or failure to perform in any material respect any of its obligations set forth in Section 5.2 if the Company Stockholder Approval shall not have been obtained), in either cases (A) and (B), (x) such that the conditions set forth in Section 6.3(a) or 6.3(b), as applicable, would not be satisfied as of the time of such termination and (y) such breach is not capable of being cured by the Outside Date or shall not have been cured within sixty (60) days after written notice thereof shall have been received by the Company.

Section 7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1 hereof, this Agreement shall forthwith become null and void and have no effect and the obligations of the parties under this Agreement shall terminate, except for Section 3.21 (DGCL Section 203), the obligations set forth in Section 5.5(c) (Confidentiality), Section 5.22 (Stockholder Rights Plan), this Section 7.2 and Section 7.3 (Payments), as well as Article VIII (General), each of which shall survive termination of this Agreement; provided that in no event will (x) on the one hand, the Company or any of its Subsidiaries and, on the other hand, Parent, Merger Sub or any of their respective Subsidiaries, have liability for monetary damages (including monetary damages in lieu of specific performance) in the aggregate in excess of $400,000,000 (the "Liquidated Damages Cap") or (y) any Company Recourse Related Party or Parent Recourse Related Party have any liability for monetary damages (in either case, including monetary damages in lieu of specific performance) pursuant to this Agreement. Notwithstanding the parties' agreement herein that the Liquidated Damages Cap shall be the maximum aggregate liability of, on the one hand, the Company and its Subsidiaries and, on the other hand, Parent, Merger Sub and their respective Subsidiaries, hereunder, the parties acknowledge and agree that the payment of the Liquidated Damages Cap would not constitute an adequate remedy at Law and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and, in all events, the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in accordance with Section 8.12. No termination of this Agreement shall affect the obligations of the parties contained in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms.

Section 7.3 Payments.

(a) Company Termination Fee.

(i) In the event that the Company terminates this Agreement pursuant to Section 7.1(c)(i), then the Company shall pay Parent, within two Business Days of the date of such termination, a one-time fee equal to One Hundred Fifty Million Dollars ($150,000,000) (the "Company Termination Fee").

(ii) In the event that Parent terminates this Agreement pursuant to Section 7.1(d)(i), then the Company shall pay Parent, within two Business Days of the date of termination, a one-time fee equal to the Company Termination Fee.

(iii) In the event that (A) an Alternative Company Transaction Proposal shall have been communicated to or otherwise made known to the Company Stockholders, senior management or Board of Directors of the Company, or any Person or group of Persons shall have publicly announced an intention (whether or not conditional) to make an Alternative Company Transaction Proposal, (B) thereafter this Agreement is terminated (x) by the Company or Parent pursuant to Section 7.1(b)(i) (if (1) the Company Stockholder Approval has not theretofore been obtained and (2) such termination does not result in the application of Section 7.3(b)) or Section 7.1(b)(iii) or (y) by Parent pursuant to Section 7.1(d)(ii), and (C) prior to the date that is eighteen (18) months after the date of such termination the Company consummates a transaction of a type set forth in the definition of "Alternative Company Transaction" or enters into a Company Acquisition Agreement, then the Company shall, on the earlier of the date such transaction is consummated or any such Acquisition Agreement is entered into, pay to Parent a one-time fee equal to the Company Termination Fee (provided that for purposes of this clause (iii), each reference to "20%" in the definition of "Alternative Company Transaction" and "Company Acquisition Agreement" shall be deemed to be a reference to "50%").

(b) Parent Termination Fee.

(i) In the event that Parent or the Company terminates this Agreement pursuant to Section 7.1(b)(iv), then Parent shall pay the Company, within two Business Days of the date of such termination, a one-time fee equal to One Hundred Fifty Million Dollars ($150,000,000) (the "Parent Stockholder Approval Termination Fee").

(ii) In the event that the Company terminates this Agreement pursuant to Section 7.1(c)(ii), then Parent shall pay the Company, within two Business Days of the date of such termination, a one-time fee equal to One Hundred Seventy Five Million Dollars ($175,000,000) (the "Parent Fiduciary Termination Fee").

(iii) In the event that the Company terminates this Agreement pursuant to Section 7.1(c)(iv), then Parent shall pay the Company, within two Business Days of the date of termination, a one-time fee equal to Two Hundred Fifty Million Dollars ($250,000,000) (the "Parent Financing Termination Fee"); provided, however, that the Company may provide notice to Parent prior to such second Business Day that the Company is deferring the payment of the Parent Financing Termination Fee until the 11th Business Day following the date of such termination, in which case (i) if the Company has a good faith belief that Parent has willfully breached Section 5.16 of this Agreement, the Company may elect prior to the 10th Business Day following the date of such termination to seek any available legal remedies against Parent in lieu of receiving the Parent Financing Termination Fee at such time (notwithstanding anything to the

contrary contained herein), or (ii) the Company will request the payment of the Parent Financing Termination Fee on such 11th Business Day;provided, further, however, that to the extent the Company pursues available legal remedies pursuant to this Section 7.3(b)(iii), the Company shall not be deemed to have waived its entitlement to the Parent Financing Termination Fee and shall be entitled to receive (irrespective of the judicial outcome of any related Action) no less than the Parent Financing Termination Fee.

(iv) In the event that (A) an Alternative Parent Transaction Proposal shall have been communicated to or otherwise made known to the Parent Stockholders, senior management or Board of Directors of Parent, or any Person or group of Persons shall have publicly announced an intention (whether or not conditional) to make an Alternative Parent Transaction Proposal, (B) thereafter this Agreement is terminated (x) by the Company or Parent pursuant to Section 7.1(b)(i) (if (1) the Parent Stockholder Approvals have not theretofore been obtained and (2) such termination does not result in the application of Section 7.3(a)) or Section 7.1(b)(iv) or (y) by the Company pursuant to Section 7.1(c)(iii), and (C) prior to the date that is eighteen (18) months after the date of such termination Parent consummates a transaction of a type set forth in the definition of "Alternative Parent Transaction" or enters into a Parent Acquisition Agreement, then Parent shall, on the earlier of the date such transaction is consummated or any such Parent Acquisition Agreement is entered into, pay to the Company a one-time fee equal to the Parent Fiduciary Termination Fee (provided that for purposes of this clause (iv), each reference to "20%" in the definition of "Alternative Parent Transaction" and "Parent Acquisition Agreement" shall be deemed to be a reference to "50%"). In the event that Parent has already paid a Parent Termination Fee to the Company pursuant to this Section 7.3(b) and the Parent Fiduciary Termination Fee subsequently becomes payable pursuant to this Section 7.3(b)(iv), Parent shall be obligated to pay the amount by which the Parent Fiduciary Termination Fee due under this Section 7.3(b)(iv) exceeds the Parent Termination Fee previously paid to the Company. Parent shall have no obligation to make any payment pursuant to this Section 7.3(b)(iv) if Parent shall have paid the Parent Financing Termination Fee pursuant to Section 7.3(b)(iii).

(v) Notwithstanding anything to the contrary in this Agreement, in no event shall Parent be obligated to pay, or cause to be paid, more than one Parent Termination Fee (other than to the extent that more than one fee is so payable and the highest applicable fee has not yet been paid) (if, for the avoidance of doubt, the second such Parent Termination Fee becomes payable subsequent to the payment of the first such Parent Termination Fee, Parent shall only be obligated to pay the difference between the amount already paid and the higher fee payable hereunder).

(c) The Company and Parent each acknowledge that the agreements contained in this Section 7.3 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, Parent, Merger Sub and the Company would not enter into this Agreement. Accordingly, if the Company or Parent, as applicable, fails promptly to pay any amounts due pursuant to this Section 7.3, and, in order to obtain such payment, the owed party commences a suit that results in a judgment against the owing party for the amounts set forth in this Section 7.3, the owing party shall pay to the owed party its costs and expenses (including reasonable attorneys' fees and expenses) in connection with such suit, together with interest on the amounts due pursuant to this Section 7.3 from the date such payment was required to be

made until the date of payment at the prime lending rate as published in The Wall Street Journal in effect on the date such payment was required to be made. Each of the parties hereto acknowledges that any amount payable by the Company or Parent pursuant to this Section 7.3 or otherwise up to the Liquidated Damages Cap does not constitute a penalty, but rather shall constitute liquidated damages in a reasonable amount that will compensate a party for the disposition of its rights under this Agreement in the circumstances in which such amounts are due and payable, which amounts would otherwise be impossible to calculate with precision. Notwithstanding anything in this Section 7.3(c) to the contrary, the parties acknowledge and agree that any amount payable by the Company or Parent pursuant to this Section 7.3 or otherwise up to the Liquidated Damages Cap would not constitute an adequate remedy at Law and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and, in all events, the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in accordance with Section 8.12.

(d) Subject to Parent's right to specific performance set forth in Section 8.12, (i) Parent's right to receive payment of the Company Termination Fee pursuant to Section 7.3(a) shall be Parent's sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) against the Company, any of its Subsidiaries, or any former, current or future direct or indirect equity holder, controlling Person, general or limited partner, shareholder, member, manager, director, officer, employee, agent, Affiliate, assignee, representative or financing source of the Company or its Subsidiaries (any such Person, other than the Company and its Subsidiaries, a "Company Recourse Related Party") for any damages suffered as a result of the failure of the transactions contemplated by this Agreement to be consummated, whether at law or equity, in contract, in tort or otherwise (other than a termination with respect to which no Company Termination Fee is payable), and (ii) upon payment of the Company Termination Fee, pursuant to the terms hereof, neither Parent nor Merger Sub shall have any rights or claims against the Company or its Subsidiaries under this Agreement, whether at law or equity, in contract, in tort or otherwise, and the Company shall have no further liability to Parent or any of its Subsidiaries with respect to this Agreement or the transactions contemplated by this Agreement (and in no event will Parent or any of its Subsidiaries have any rights or claims against any Company Recourse Related Party, whether at law or equity, in contract, in tort or otherwise, arising out of this Agreement). In no event will the Company have liability for monetary damages (including monetary damages in lieu of specific performance) in the aggregate in excess of the Liquidated Damages Cap, and the Liquidated Damages Cap shall be the maximum aggregate liability of the Company hereunder.

(e) Subject to the Company's right to specific performance from Parent, Merger Sub and their respective Subsidiaries set forth in Section 8.12, (i) the Company's right to receive payment of the Parent Termination Fee from Parent pursuant to Section 7.3(b) shall be the Company's sole and exclusive remedy against Parent, Merger Sub, the financing sources under the Debt Financing or their respective Affiliates or any former, current or future direct or indirect equity holder, controlling Person, general or limited partner, shareholder, member, manager, director, officer, employee, agent, Affiliate, assignee, representative or financing source of any of the foregoing (any such Person, other than Parent, Merger Sub and their respective Subsidiaries, a "Parent Recourse Related Party") for any damages suffered as a result

of the failure of the transactions contemplated by this Agreement to be consummated, whether at law or equity, in contract, in tort or otherwise (other than a termination with respect to which no Parent Termination Fee is payable) and (ii) upon payment of any Parent Termination Fee, pursuant to the terms hereof, the Company shall have no rights or claims against Parent, Merger Sub and their respective Subsidiaries under this Agreement, whether at law or equity, in contract, in tort or otherwise, and Parent, Merger Sub and their respective Subsidiaries will have no further liability or obligation relating to or arising out of this Agreement or the transactions contemplated by this Agreement (other than, in each case, to the extent an additional Parent Termination Fee becomes payable pursuant to Section 7.3(b)(iv)) (and in no event will the Company have any rights or claims against any Parent Recourse Related Party, whether at law or equity, in contract, in tort or otherwise, arising out of this Agreement). In no event will Parent, Merger Sub and their respective Subsidiaries have liability for monetary damages (including monetary damages in lieu of specific performance) in the aggregate in excess of the Liquidated Damages Cap, and the Liquidated Damages Cap shall be the maximum aggregate liability of Parent, Merger Sub and their respective Subsidiaries hereunder. Notwithstanding anything to the contrary in this Agreement, no former, current or future direct or indirect equity holder, controlling Person, general or limited partner, shareholder, member, manager, director, officer, employee, agent, Affiliate, assignee, representative or financing source of (A) the Company (other than Parent or its Subsidiaries) or (B) Parent (other than the Company, Merger Sub or any of their respective Subsidiaries) shall have any liability for any breach or inaccuracy of any representation or warranty of the Company or Parent in this Agreement or the breach by the Company or Parent of any of its covenants and obligations contained in this Agreement. Notwithstanding the foregoing, nothing in this Section 7.3(e) shall limit the obligations of the financing sources under the Debt Financing Agreements to Parent and Merger Sub. Notwithstanding anything in Section 7.3(d) or this Section 7.3(e) to the contrary, the parties acknowledge and agree that any amount payable by the Company or Parent pursuant to this Section 7.3 or otherwise up to the Liquidated Damages Cap would not constitute an adequate remedy at Law and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and, in all events, the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in accordance with Section 8.12.

(f) Expenses. Except as otherwise specifically provided herein, each party shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby, whether or not the Merger is consummated, except that any filing fees required in connection with the Merger pursuant to the HSR Act or any other Competition Law shall be shared equally by Parent and the Company.

ARTICLE VIII
GENERAL

Section 8.1 Expiration of Representations and Warranties; Survival of Certain Covenants and Agreements. None of the representations and warranties in this Agreement or in any certificate or other instrument delivered pursuant to this Agreement shall survive the Effective Time. The terms of Article I and this Article VIII, as well as the covenants and other

agreements set forth in this Agreement that by their terms apply, or that are to be performed in whole or in part, after the Effective Time, shall survive the consummation of the Merger.

Section 8.2 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile or e-mail or (b) on the first Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided that should any such delivery be made by facsimile or e-mail, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to the Company:

Starz
9242 Beverly Blvd. Ste 200
Beverly Hills, CA 90210
Facsimile:
Attention: David Weil
Email: david.weil@starz.com

with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Facsimile: 212-408-2500
Attention: Renee Wilm
Jonathan Gordon
Email: renee.wilm@bakerbotts.com
jonathan.gordon@bakerbotts.com

if to Parent or Merger Sub:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Facsimile: 310-496-1359
Attention: Wayne Levin
Email: wlevin@lionsgate.com

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: 212 403-2000
Attention: David E. Shapiro
Gordon S. Moodie
Email: deshapiro@wlrk.com
gsmoodie@wlrk.com

Section 8.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

Section 8.4 Entire Agreement; No Third-Party Beneficiaries. This Agreement, the Principal Company Stockholder Voting Agreement, the Exchange Agreement and the Principal Parent Stockholder Voting Agreements (including the documents and the instruments referred to herein and therein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral (except the Confidentiality Agreement), among the parties with respect to the subject matter hereof and neither party is relying on any other oral or written representation, agreement or understanding and no party makes any express or implied representation or warranty in connection with the transactions contemplated by this Agreement other than as set forth in this Agreement, and (b) except for the provisions of Section 5.8 (which upon the Effective Time are intended to benefit the Indemnified Parties), Section 2.6 (which upon the Effective Time are intended to benefit the Company Stockholders),Section 5.17(d) (which is intended to benefit the Lenders), Section 7.2 (which is intended to benefit the Company Recourse Related Parties and the Parent Recourse Related Parties),Section 7.3(d) (which is intended to benefit the Company Recourse Related Parties) and Section 7.3(e) (which is intended to benefit the Parent Recourse Related Parties) is not intended to confer upon any Person other than the parties any rights or remedies.

Section 8.5 Governing Law. All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws.

Section 8.6 Amendments and Supplements. This Agreement may be amended or supplemented at any time by additional written agreements signed by, or on behalf of the parties, as may mutually be determined by the parties to be necessary, desirable or expedient to further the purpose of this Agreement or to clarify the intention of the parties, whether before or after adoption of this Agreement by the Company Stockholders; provided, however, that after the

Company Stockholder Approval has been obtained or the Parent Stockholder Approvals have been obtained, no amendment shall be made that pursuant to applicable Law requires further approval or adoption by the stockholders of the Company or Parent, as applicable, without such further approval or adoption. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

Section 8.7 Waiver. No provision of this Agreement may be waived except by a written instrument signed by the Party against whom the waiver is to be effective; provided, however, that after the Company Stockholder Approval or Parent Stockholder Approvals, as applicable, has or have been obtained, no waiver may be made that pursuant to applicable Law requires further approval or adoption by the stockholders of the Company or Parent, as applicable, without such further approval or adoption. Any agreement on the part of a party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 8.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties hereto without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 8.9 Headings. The headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

Section 8.11 Failure or Delay Not Waiver; Remedies Cumulative. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude any other or

further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 8.12 Specific Performance. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, in no event shall the Company or the Company Stockholders be entitled to enforce or seek to enforce specifically Parent's and Merger Sub's obligations to consummate the Merger or to pay the Merger Consideration (each, a "Consummation Event") unless:

(a) all the conditions set forth in Sections 6.1 and 6.3 (other than those conditions that by their nature are to be satisfied at the Closing, each of which would be satisfied at the Closing) have been satisfied or waived;

(b) the Debt Financing or Alternative Debt Financing has been funded or will be funded at the Closing; and

(c) the Company has confirmed in writing that it is ready, willing and able to consummate the Merger;

provided, however, that the Company and the Company Stockholders shall be entitled to enforce or seek to enforce specifically all of the terms and provisions of this Agreement, including, without limitation, Parent's and Merger Sub's obligations under this Agreement, which, for the avoidance of doubt, includes Parent's and Merger Sub's obligations under Sections 5.16 and 5.17, but does not include Parent's and Merger Sub's obligations to consummate the Merger or to pay the Merger Consideration unless sub-clauses (a), (b), and (c) of this sentence shall have been satisfied in accordance with this Section 8.12.

Notwithstanding anything else to the contrary in this Agreement, for the avoidance of doubt, (i) the parties acknowledge and agree that monetary damages in an amount not to exceed the Liquidated Damages Cap would not constitute an adequate remedy at Law and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and, in all events, the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.12, and (ii) while (A) the Company may, but shall not be required to, concurrently seek specific performance and payment of any Parent Termination Fee subject to the specific provisions of Section 7.3(b) or (B) Parent may, but shall not be required to, concurrently seek specific performance and payment of the Company Termination Fee subject to the specific provisions of Section 7.3(a), under no circumstances shall the Company or Parent, as applicable, be permitted or entitled to receive both a grant of specific performance or other equitable relief in order to effect a Consummation Event and payment of any monetary damages,

including all or any portion of any Parent Termination Fee or the Company Termination Fee, as applicable.

Section 8.13 Waiver of Jury Trial. EACH OF THE COMPANY, PARENT AND MERGER SUB HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HERBY OR THE ACTIONS OF THE COMPANY, PARENT AND MERGER SUB IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

Section 8.14 Consent to Jurisdiction. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware (or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Delaware) in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than such court.

Section 8.15 Incorporation of Exhibits. The Company Disclosure Letter, the Parent Disclosure Letter and all Exhibits and schedules attached hereto and referred to herein are hereby incorporated herein and made a part hereof for all purposes as if fully set forth herein.

Section 8.16 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party shall have the power to control the activities and operations of any other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall have any power or authority to bind or commit any other party. No party shall hold itself out as having any authority or relationship in contravention of this Section 8.16.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

ORION ARM ACQUISITION INC.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: President, General Counsel and Secretary

[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

STARZ

By: /s/ Christopher P. Albrecht
Name: Christopher P. Albrecht
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

Exhibit A-1

RIDER for Lionsgate Notice of Articles

To be inserted at Page 4

1. 500,000,000 Common Shares	Without Par Value Special Rights or Restrictions are attached
2. 200,000,000 Preference Shares	Without Par Value Special Rights or Restrictions are attached
3. 500,000,000 Class A Voting Shares	Without Par Value Special Rights or Restrictions are attached
4. 500,000,000 Class B Non-Voting Shares	Without Par Value Special Rights or Restrictions are attached

EXHIBIT A-2

LIONS GATE ENTERTAINMENT CORP.

Amalgamation Number: BC0786966

Translation of the company name that the company intends to use outside of Canada: N/A

(the "**Company**")

ARTICLES

LIONSGATE ENTERTAINMENT CORP.

Amalgamation Number: BC0786966

Translation of the company name that the company intends to use outside of Canada: N/A

(the "**Company**")

ARTICLES

The Company has as its articles the following articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(a) "**board of directors"**, "directors" and "board" mean the directors or sole director of the Company for the time being;

(b) "**Business Corporations Act**" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(c) "**legal personal representative**" means the personal or other legal representative of the shareholder;

(d) "**registered address**" of a shareholder means the shareholder's address as recorded in the central securities register;

(e) "**seal**" means the seal of the Company, if any;

(f) "**Share Distribution**" means a dividend or distribution (including a distribution made in connection with any stock-split, reclassification, recapitalization, full or partial liquidation of dissolution, winding up of the Company) payable in shares of any class or other securities of the Company or any other person.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the Interpretation Act relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act,* the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Each shareholder is entitled, without charge, to:

(a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name; or

(b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate;

provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(b) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

(a) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

(a) consideration is provided to the Company for the issue of the share by one or more of the following:

(i) past services performed for the Company;

(ii) property;

(iii) money; and

(b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(a) a duly signed instrument of transfer in respect of the share has been received by the Company;

(b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(a) in the name of the person named as transferee in that instrument of transfer; or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

(b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(a) is not entitled to vote the share at a meeting of its shareholders;

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

8.1 General Powers

The Company, if authorized by the directors, may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

8.2 Terms of Debt Obligations

Any bonds, debentures or other debt obligations of the Company may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at general meetings of the Company and appointment of the Directors or otherwise all as the Directors may determine. The directors may make any bonds, debentures or other debt obligations issued by the Company by their terms assignable free from any equities between the Company and the person to whom they may be issued or any other person who lawfully acquires them by assignment, purchase or otherwise.

8.3 Powers of Directors

For greater certainty, the powers of the directors under this Part 8 may be exercised by a committee or other delegate, direct or indirect, of the board authorized to exercise such powers.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

(i) decrease the par value of those shares; or

(ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by special resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles or the Notices of Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting;

(ii) consideration of any financial statements of the Company presented to the meeting;

(iii) consideration of any reports of the directors or auditor;

(iv) the setting or changing of the number of directors;

(v) the election or appointment of directors;

(vi) the appointment of an auditor;

(vii) the setting of the remuneration of an auditor;

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 10% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present

(a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any; or

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the

necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.8, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

(i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(a) for that purpose, the instrument appointing a representative must:

(i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(b) if a representative is appointed under this Article 12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present In person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

(NAME OF COMPANY)
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment

of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy if given in respect of all shares registered in the name of the shareholder):_____

Signed [month, day, year]

_____

[Signature of shareholder]

_____

[Name of shareholder—printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

(a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy; or

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the*Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(a) subject to paragraphs 13.1(b) and 13.1(c), the number of directors that is equal to the number of the Company's first directors:

(b) if the Company is a public company, the greater of three and the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4:

(c) if the Company is not a public company, the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director,

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph 14.1(b), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

15.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

16. DISCLOSURE OF INTEREST OF DIRECTORS

16.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the*Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act.*

16.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

16.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

16.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

16.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

16.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

16.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

17. PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

17.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

17.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

(d) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(e) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(f) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

17.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in .the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 17.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

17.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

17.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Article 24.1 or orally or by telephone.

17.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(b) the director, as the case may be, has waived notice of the meeting.

17.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director does not invalidate any proceedings at that meeting.

17.9 Waiver of Notice of Meetings

Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director.

17.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of the board of directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

17.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

17.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting

legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

18. EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph 18.2(a) any of the directors' powers, except:

(c) the power to fill vacancies in the board of directors;

(d) the power to remove a director;

(e) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(f) the power to appoint or remove officers appointed by the directors; and

(g) make any delegation referred to in paragraph 18.2(b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees

Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers at such times as the directors may require.

18.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

18.5 Committee Meetings

Subject to Article 18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

19. OFFICERS

19.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

19.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

19.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

19.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

20. INDEMNIFICATION

20.1 Definitions

In this Article 20:

(a) "**eligible penalty**" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(b) "**eligible proceeding**" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, officer, former director or former officer of the Company (an "**eligible party**") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of the Company:

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(c) "**expenses**" has the meaning set out in the *Business Corporations Act*.

20.2 Mandatory Indemnification of Directors, Officers, Former Officers and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, officer, former director and former officer of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and officer is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

20.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with *Business Corporations Act*

The failure of a director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

20.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, officer, employee or agent of the Company;

(b) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(c) at the request of the Company, is or was a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity; or

(d) at the request of the Company, holds or held a position equivalent to that of a director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.

21. DIVIDENDS

21.1 Payment of Dividends Subject to Special Rights and Restrictions

The provisions of this Article 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

21.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

21.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 21.2.

21.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

21.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

21.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

21.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

21.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

21.10 Dividend Bears No Interest

No dividend bears interest against the Company.

21.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

21.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the

amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

21.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

22. DOCUMENTS, RECORDS AND REPORTS

22.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

22.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

23. NOTICES

23.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

(b) for a record mailed to a shareholder, the shareholder's registered address;

(c) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(d) in any other case, the mailing address of the intended recipient;

(e) delivery at the applicable address for that person as follows, addressed to the person:

(f) for a record delivered to a shareholder, the shareholder's registered address;

(g) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(h) in any other case, the delivery address of the intended recipient;

(i) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(j) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class; or

(k) physical delivery to the intended recipient.

23.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

23.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 23.1, prepaid and mailed or otherwise sent as permitted by Article 23.1 is conclusive evidence of that fact.

23.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

23.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in paragraph 23.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

24. SEAL

24.1 Who May Attest Seal

Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

(c) if the Company only has one director, that director; or

(d) any one or more directors or officers or persons as may be determined by the directors.

24.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer.

24.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

25. SPECIAL RIGHTS AND RESTRICTIONS OF PREFERRED SHARES

25.1 Special Rights and Restrictions of Preferred Shares, as a Class

The following special rights and restrictions shall be attached to the preferred shares without par value:

(a) The preferred shares as a class shall have attached thereto the special rights and restrictions specified in this Article 25.1.

(b) Preferred shares may at any time and from time to time be issued in one or more series. The directors may from time to time, by resolution passed before the issue of any preferred shares of any particular series, alter the Notice of Articles of the Company to fix the number of preferred shares in, and to determine the designation of the preferred shares of, that series and alter the

Articles to create, define and attach special rights and restrictions to the preferred shares of that series, including, but without in any way limiting or restricting the generality of the foregoing, the rate or amount of dividends, whether cumulative, non-cumulative or partially cumulative, the dates, places and currencies of payment thereof, the consideration for, and the terms and conditions of, any purchase for cancellation or redemption thereof, including redemption after a fixed term or at a premium, conversion or exchange rights, the terms and conditions of any share purchase plan or sinking fund, the restrictions respecting payment of dividends on, or the repayment of capital in respect of, any other shares of the Company and voting rights and restrictions; but no special right or restriction so created, defined or attached shall contravene the provisions of clause (c) of this Article 25.1.

(c) Holders of preferred shares shall be entitled, on the distribution of assets of the Company or on the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or on any other distribution of assets of the Company among its members for the purpose of winding up its affairs, to receive before any distribution shall be made to holders of common shares or any other shares of the Company ranking junior to the preferred shares with respect to repayment of capital, the amount paid up with respect to each preferred share held by them, together with the fixed premium (if any) thereon, all accrued and unpaid cumulative dividends (if any and if preferential) thereon. After payment to holders of preferred shares of the amounts so payable to them, such holders shall not be entitled to share in any further distribution of the property or assets of the Company except as specifically provided in the special rights and restrictions attached to any particular series of the preferred shares.

26. SPECIAL RIGHTS AND RESTRICTIONS OF THE COMMON SHARES

26.1 Designation and Number

The common shares in the capital of the Company shall consist of the number of common shares set out in the Notice of Articles of the Company, which common shares shall be designated as "**Common Shares**".

26.2 Conversion

Each issued and outstanding Common Share shall automatically convert without any action to be taken by any holder of the Common Shares into one-half of one Class A Voting Share and one-half of one Class B Non-Voting Share effective immediately prior to the "Effective Time" (as defined in the merger agreement dated ●, 2016 between the Company, Orion Arm Acquisition Inc. and Solar). No fractional Class A Voting Shares or Class B Non-Voting Shares will be issued upon completion of the foregoing conversion. With respect to each holder of Common Shares, if the conversion provided for in this Article 26.2 would result in such holder being issued a fractional share, such fraction will be rounded up to the nearest whole number.

26.3 Dividends

The holders of the Common Shares shall, subject to the rights of the holders of any other class of shares of the Company entitled to dividends in priority to the holders of the Common Shares, participate equally with the holders of the Class A Voting Shares and the Class B Non-Voting Shares with respect to dividends.

Whenever a dividend other than a dividend that constitutes a Share Distribution, is declared and paid to the holders of Common Shares then outstanding, the Company shall also pay a dividend equally, on a share for share basis, to the holders of the Class A Voting Shares and the Class B Non-Voting Shares then outstanding without preference or priority.

Whenever a Share Distribution is made to the holders of Common Shares then outstanding, the Company shall also make a Share Distribution to the holders of the Class A Voting Shares and the Class B Non-Voting Shares then outstanding.

Dividends shall be payable only as and when declared by the board.

26.4 Liquidation, Dissolution or Winding Up

In the event of any liquidation, dissolution or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, all of the property and assets of the Company available for distribution to the holders of the Common Shares shall be paid or distributed equally, share for share, to the holders of the Common Shares, the Class A Voting Shares and the Class B Non-Voting Shares, respectively, without preference or distinction.

26.5 Voting

Each holder of a Common Share is entitled to:

(a) one vote for each Common Share held at all meetings of shareholders;
(b) receive notice of and to attend all meetings of shareholders of the Company, except meetings at which only the holders of a specified class of shares (other than the Common Shares) are entitled to attend; and
(c) vote on all matters submitted to a vote or consent of shareholders of the Company, except matters upon which only the holders of a specified class of shares (other than the Common Shares) are entitled to vote.

27. SPECIAL RIGHTS AND RESTRICTIONS OF THE CLASS A VOTING SHARES

27.1 Designation and Number

The Class A voting shares shall consist of the number of Class A voting shares set out in the Notice of Articles of the Company, which Class A voting shares shall be designated as "**Class A Voting Shares**".

27.2 Rights

Except as otherwise provided in these Articles, each Class A Voting Share and each Class B Non-Voting Share shall have the same rights, privileges and restrictions and shall be identical in all respects.

27.3 Dividends

The holders of the Class A Voting Shares shall, subject to the rights of the holders of any other class of shares of the Company entitled to dividends in priority to the holders of the Class A Voting Shares,

participate equally with the holders of the Common Shares and the Class B Non-Voting Shares with respect to dividends.

Whenever a dividend, other than a dividend that constitutes a Share Distribution, is declared and paid to the holders of Class A Voting Shares then outstanding, the Company shall also declare and pay a dividend equally, on a share for share basis, to the holders of the Common Shares and the Class B Non-Voting Shares then outstanding, without preference or priority.

Whenever a Share Distribution is declared and paid to the holders of Class A Voting Shares then outstanding, the Company shall also declare and pay a Share Distribution to the holders of the Common Shares and the Class B Non-Voting Shares then outstanding as provided in Article 26.4.

Dividends shall be payable only as and when declared by the board.

27.4 Share Distribution

Notwithstanding that the market value of any stock dividend paid on one class of shares may be different from the declared market value of the stock dividend paid simultaneously on another class of shares, the board may, at any time and from time to time, declare and pay a stock dividend:

(a) payable in Class A Voting Shares on the Class A Voting Shares provided that at the same time a stock dividend payable in either Class A Voting Shares or in Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares and the Common Shares;

(b) payable in Class B Non-Voting Shares on the Class A Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares and Common Shares;

(c) payable in Class A Voting Shares on the Class B Non-Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares and Common Shares; and

(d) payable in Class B Non-Voting Shares on the Class B Non-Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares and Common Shares.

27.5 Liquidation, Dissolution or Winding Up

In the event of any liquidation, dissolution or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, all of the property and assets of the Company available for distribution to the holders of the Company's common equity shall be paid or distributed equally, share for share, to the holders of the Common Shares, the Class A Voting Shares and the Class B Non-Voting Shares, respectively, without preference or distinction.

27.6 Voting

Each holder of a Class A Voting Share is entitled to:

(a) one vote for each Class A Voting Share held at all meetings of shareholders;
(b) receive notice of and to attend all meetings of shareholders of the Company, except meetings at which only the holders of a specified class of shares (other than the Class A Voting Shares) are entitled to attend; and
(c) vote on all matters submitted to a vote or consent of shareholders of the Company, except matters upon which only the holders of a specified class of shares (other than the Class A Common Shares) are entitled to vote.

27.7 Subdivision, Reclassification, Exchange or Consolidation

No subdivision, reclassification, exchange or consolidation of the Class A Voting Shares or the Class B Non-Voting Shares shall be carried out unless, at the same time, the Class B Non-Voting Shares or the Class A Voting Shares, as the case may be, are subdivided, reclassified, exchanged or consolidated in the same manner and on the same basis.

28. SPECIAL RIGHTS AND RESTRICTIONS OF THE CLASS B NON-VOTING SHARES

28.1 Designation and Number

The Class B non-voting shares shall consist of the number of Class B non-voting shares set out in the Notice of Articles of the Company, which Class B non-voting shares shall be designated as "**Class B Non-Voting Shares**".

28.2 Rights

Except as otherwise provided in these Articles, each Class A Voting Share and each Class B Non-Voting Share shall have the same rights, privileges and restrictions and shall be identical in all respects.

28.3 Dividends

The holders of the Class B Non-Voting Shares shall, subject to the rights of the holders of any other class of shares of the Company entitled to dividends in priority to the holders of the Class B Non-Voting Shares, participate equally, on as share for share basis, with the holders of the Common Shares and the Class A Voting Shares with respect to dividends.

Whenever a dividend, other than a dividend that constitutes a Share Distribution, is declared and paid to the holders of Class B Non-Voting Shares then outstanding, the Company shall also declare and pay a dividend equally to the holders of the Common Shares and the Class A Voting Shares then outstanding, on a share for share basis, without preference or priority.

Whenever a Share Distribution is declared and paid to the holders of Class B Non-Voting Shares then outstanding, the Company shall also declare and pay a Share Distribution to the holders of the Common Shares and the Class A Voting Shares then outstanding as provided in Article 27.4.

Dividends shall be payable only as and when declared by the board.

28.4 Share Distributions

Notwithstanding that the market value of any stock dividend paid on one class of shares may be different from the market value of the stock dividend paid simultaneously on another class of shares, the board may, at any time and from time to time, declare and pay a stock dividend:

(a) payable in Class A Voting Shares on the Class A Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or in Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares and the Common Shares;

(b) payable in Class B Non-Voting Shares on the Class A Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares and the Common Shares;

(c) payable in Class A Voting Shares on the Class B Non-Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares and Common Shares; and

(d) payable in Class B Non-Voting Shares on the Class B Non-Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares and Common Shares.

28.5 Liquidation, Dissolution or Winding Up

In the event of any liquidation, dissolution or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, all of the property and assets of the Company available for distribution to the holders of the Company's common equity shall be paid or distributed equally, share for share, to the holders of the Class B Non-Voting Shares, the Common Shares and the Class A Voting Shares, respectively, without preference or distinction.

28.6 Notice of Meetings

The holders of the Class B Non-Voting Shares shall be entitled to receive notice of and to attend, but, subject to the *Business Corporations Act*, not to vote, at any and all meetings of the shareholders of the Company.

28.7 Subdivision, Reclassification, Exchange or Consolidation

No subdivision, reclassification, exchange or consolidation of the Class A Voting Shares or the Class B Non-Voting Shares shall be carried out unless, at the same time, the Class B Non-Voting Shares or the Class A Voting Shares, as the case may be, are subdivided, reclassified, exchanged or consolidated in the same manner and on the same basis.

Exhibit A-3

Parent Stockholder Resolution

APPROVAL 1: Amendments to the Company's Articles and Notice of Articles

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The authorized share structure of [**LUNAR**] (the "**Company**") be and is hereby altered to: (a) create a new class of voting shares entitled the "Class A Voting Shares", without par value and with the special rights and restrictions set out in the Amended and Restated Articles of the Company (the "**Amended and Restated Articles**") attached as Appendix "**●**" to the management information circular of the Company dated ●, 2016 (the "**Circular**"), and to authorize the Company to issue up to 500,000,000 Class A Voting Shares without par value; (b) create a new class of non-voting shares entitled the "Class B Non-Voting Shares", without par value and with the special rights and restrictions set out in the Amended and Restated Articles, and to authorize the Company to issue up to 500,000,000 Class B Non-Voting Shares without par value; and (c) remove from the authorized share capital each of the authorized series of Preferred Shares, none of which are currently outstanding;

2. The alteration of the Notice of Articles of the Company be and is hereby authorized to reflect the alterations and amendments to the Company's authorized share structure authorized by the preceding resolution;

3. Pursuant to Section 257 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), such alteration of the authorized share structure of the Company shall not take effect until a copy of the resolutions in paragraphs 1 and 2 above are received for deposit at the Company's records office and a Notice of Alteration has been filed with the Registrar of Companies;

4. The existing Articles of the Company be amended and restated in the form of the Amended and Restated Articles to effect, among other things: (a) the amendment of Article 26 to: (i) eliminate the Special Rights and Restrictions of 5.25% Convertible Redeemable Preferred Shares, Series A; and (ii) create the Special Rights and Restrictions of the Common Shares; (b) the amendment of Article 27 to: (i) eliminate the Special Rights and Restrictions of Preferred Shares, Restricted Voting, Non-Transferable Series B; and (ii) create the Special Rights and Restrictions of the Class A Voting Shares; and (c) the addition of Article 28 to create the Special Rights and Restrictions of the Class B Non-Voting Shares;

5. Pursuant to Section 259 of the BCBCA, the alterations of the Articles of the Company as set forth in the Amended and Restated Articles shall not take effect until a copy of the resolution in paragraph 4 is received for deposit at the Company's records office;

6. The conversion of the Common Shares into Class A Voting Shares and Class B Non-Voting Shares in accordance with the provisions of the Amended and Restated Articles is authorized and approved. Immediately following such conversion, the authorized share structure of the Company be and is hereby further altered to eliminate the class of shares entitled the "Common Shares", none of which would then be outstanding;

7. The further alteration of the Notice of Articles of the Company be and is hereby authorized to reflect the alterations and amendments authorized by the resolution in paragraph 6 above;

8. Pursuant to Section 257 of the BCBCA, the alteration of the authorized share structure of the Company shall not take effect until a copy of the resolutions in paragraphs 6 and 7 above are received for deposit at the Company's records office and a Notice of Alteration identifying the date and effective time of such resolutions has been filed with the Registrar of Companies;

9. Immediately thereafter, the Amended and Restated Articles of the Company be further amended and restated in the form of the Amended and Restated Articles attached as Appendix "●" to the Circular (the "**Further Amended and Restated Articles**") and to effect: (a) the amendment of Article 26 to eliminate the Special Rights and Restrictions of the Common Shares; (b) the amendment of Article 27 to eliminate reference to the Common Shares in the Special Rights and Restrictions of the Class A Voting Shares; and (c) the amendment to Article 28 to eliminate reference to the Common Shares in the Special Rights and Restrictions of Special Rights and Restrictions of the Class B Non-Voting Shares;

10. Pursuant to Section 259 of the BCBCA, the alterations of the Amended and Restated Articles of the Company set forth in the form of the Further Amended and Restated Articles shall not take effect until a copy of the resolution in paragraph 9 is received for deposit at the Company's records office;

11. Any one director or officer of the Company be and is hereby authorized to execute and deliver all such documents and instruments, including one or more Notices of Alteration, and to file a certified copy of this Special Resolution and to do such further acts, as may be necessary to give full effect to this Special Resolution or as may be required to carry out the full intent and meaning thereof at such time as the directors of the Company may determine; and

12. The directors of the Company be and are authorized to revoke this Special Resolution before it is acted on without further approval of the shareholders of the Company.

APPROVAL 2: Issuance of shares in connection with the acquisition

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. [**LUNAR**] (the "**Company**") be and is hereby authorized to issue up to ● Class A Voting Shares of the Company and up to ● Class B Non-Voting Shares of the Company, such shares forming part of the consideration to be paid in connection with the acquisition by a subsidiary of the Company ("**Acquisition Co**") of all of the issued and outstanding stock of **[Solar]** ("**Solar**") pursuant to the agreement and plan of merger dated as of June ●, 2016 by and among the Company, Acquisition Co and **[Solar]**);

2. The Company be and is hereby authorized to assume the outstanding options and restricted stock units relating to Solar shares of Series A Common Stock and restricted shares of Series A Common Stock (the "Solar Equity Awards") and to convert such Solar Equity Awards into options and restricted stock units relating to Class B Non-Voting Shares of the Company and restricted shares of Class B Non-Voting Shares of the Company, respectively, that in each case will continue to vest on the same terms and conditions as in effect immediately prior to the Merger;

3. Any one director or officer of the Company be and is hereby authorized to execute and deliver all such documents and instruments and to do such further acts, as may be necessary to give full effect to this ordinary resolution or as may be required to carry out the full intent and meaning thereof at such times as the directors of the Company may determine; and

4. The directors of the Company be and are authorized to revoke this ordinary resolution before it is acted on without further approval of the shareholders of the Company.

Exhibit A-4

RIDER for Lionsgate Notice of Articles

To be inserted at Page 4

1. 200,000,000 Preference Shares	Without Par Value Special Rights or Restrictions are attached
2. 500,000,000 Class A Voting Shares	Without Par Value Special Rights or Restrictions are attached
3. 500,000,000 Class B Non-Voting Shares	Without Par Value Special Rights or Restrictions are attached

EXHIBIT A-5

LIONS GATE ENTERTAINMENT CORP.

Amalgamation Number: BC0786966

Translation of the company name that the company intends to use outside of Canada: N/A

(the "**Company**")

ARTICLES

LIONSGATE ENTERTAINMENT CORP.

Amalgamation Number: BC0786966

Translation of the company name that the company intends to use outside of Canada: N/A

(the "**Company**")

ARTICLES

The Company has as its articles the following articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(a) "**board of directors"**, "directors" and "board" mean the directors or sole director of the Company for the time being;

(b) "**Business Corporations Act**" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(c) "**legal personal representative**" means the personal or other legal representative of the shareholder;

(d) "**registered address**" of a shareholder means the shareholder's address as recorded in the central securities register;

(e) "**seal**" means the seal of the Company, if any;

(f) "**Share Distribution**" means a dividend or distribution (including a distribution made in connection with any stock-split, reclassification, recapitalization, full or partial liquidation of dissolution, winding up of the Company) payable in shares of any class or other securities of the Company or any other person.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the Interpretation Act relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act,* the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment Each shareholder is entitled, without charge, to:

(a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name; or

(b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate;

provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(b) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

(a) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

(a) consideration is provided to the Company for the issue of the share by one or more of the following:

(i) past services performed for the Company;

(ii) property;

(iii) money; and

(b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(a) a duly signed instrument of transfer in respect of the share has been received by the Company;

(b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(a) in the name of the person named as transferee in that instrument of transfer; or

(b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

(b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(a) is not entitled to vote the share at a meeting of its shareholders;

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

8.1 General Powers

The Company, if authorized by the directors, may:

(a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

8.2 Terms of Debt Obligations

Any bonds, debentures or other debt obligations of the Company may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at general meetings of the Company and appointment of the Directors or otherwise all as the Directors may determine. The directors may make any bonds, debentures or other debt obligations issued by the Company by their terms assignable free from any equities between the Company and the person to whom they may be issued or any other person who lawfully acquires them by assignment, purchase or otherwise.

8.3 Powers of Directors may be exercised by committee or other delegate

For greater certainty, the powers of the directors under this Part 8 may be exercised by a committee or other delegate, direct or indirect, of the board authorized to exercise such powers.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

(i) decrease the par value of those shares; or

(ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(f) alter the identifying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by special resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles or the Notices of Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(a) if and for so long as the Company is a public company, 21 days;

(b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(a) state the general nature of the special business; and

(b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of or voting at the meeting;

(ii) consideration of any financial statements of the Company presented to the meeting;

(iii) consideration of any reports of the directors or auditor;

(iv) the setting or changing of the number of directors;

(v) the election or appointment of directors;

(vi) the appointment of an auditor;

(vii) the setting of the remuneration of an auditor;

(viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 10% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(a) the quorum is one person who is, or who represents by proxy, that shareholder, and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present

(a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any; or

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the

necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.8, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

(i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(a) for that purpose, the instrument appointing a representative must:

(i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(b) if a representative is appointed under this Article 12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(c) the shareholders present In person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

(NAME OF COMPANY)
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment

of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy if given in respect of all shares registered in the name of the shareholder): _____

Signed [month, day, year]

_____
[Signature of shareholder]

_____
[Name of shareholder—printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

(a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy; or

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the*Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(a) subject to paragraphs 13.1(b) and 13.1(c), the number of directors that is equal to the number of the Company's first directors:

(b) if the Company is a public company, the greater of three and the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4:

(c) if the Company is not a public company, the most recently set of:

(i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

(a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director,

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph 14.1(b), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors If:

(a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

15.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

16. DISCLOSURE OF INTEREST OF DIRECTORS

16.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the*Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act.*

16.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

16.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

16.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

16.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

16.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

16.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

17. PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

17.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

17.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

(c) any other director chosen by the directors if:

(d) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(e) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(f) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

17.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in .the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 17.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

17.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

17.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Article 24.1 or orally or by telephone.

17.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(b) the director, as the case may be, has waived notice of the meeting.

17.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director does not invalidate any proceedings at that meeting.

17.9 Waiver of Notice of Meetings

Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director.

17.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of the board of directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

17.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

17.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting

legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

18. EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph 18.2(a) any of the directors' powers, except:

(c) the power to fill vacancies in the board of directors;

(d) the power to remove a director;

(e) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(f) the power to appoint or remove officers appointed by the directors; and

(g) make any delegation referred to in paragraph 18.2(b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees

Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers at such times as the directors may require.

18.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

18.5 Committee Meetings

Subject to Article 18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

19. OFFICERS

19.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

19.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

19.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

19.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

20. INDEMNIFICATION

20.1 Definitions

In this Article 20:

(a) "**eligible penalty**" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(b) "**eligible proceeding**" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, officer, former director or former officer of the Company (an "**eligible party**") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of the Company:

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(c) "**expenses**" has the meaning set out in the *Business Corporations Act*.

20.2 Mandatory Indemnification of Directors, Officers, Former Officers and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, officer, former director and former officer of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and officer is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

20.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with *Business Corporations Act*

The failure of a director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

20.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, officer, employee or agent of the Company;

(b) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(c) at the request of the Company, is or was a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity; or

(d) at the request of the Company, holds or held a position equivalent to that of a director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.

21. DIVIDENDS

21.1 Payment of Dividends Subject to Special Rights and Restrictions

The provisions of this Article 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

21.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

21.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 21.2.

21.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

21.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

21.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

21.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

21.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

21.10 Dividend Bears No Interest

No dividend bears interest against the Company.

21.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

21.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the

amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

21.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

22. DOCUMENTS, RECORDS AND REPORTS

22.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

22.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

23. NOTICES

23.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

(b) for a record mailed to a shareholder, the shareholder's registered address;

(c) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(d) in any other case, the mailing address of the intended recipient;

(e) delivery at the applicable address for that person as follows, addressed to the person:

(f) for a record delivered to a shareholder, the shareholder's registered address;

(g) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(h) in any other case, the delivery address of the intended recipient;

(i) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(j) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class; or

(k) physical delivery to the intended recipient.

23.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

23.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 23.1, prepaid and mailed or otherwise sent as permitted by Article 23.1 is conclusive evidence of that fact.

23.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

23.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in paragraph 23.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

24. SEAL

24.1 Who May Attest Seal

Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

(c) if the Company only has one director, that director; or

(d) any one or more directors or officers or persons as may be determined by the directors.

24.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer.

24.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

25. SPECIAL RIGHTS AND RESTRICTIONS OF PREFERRED SHARES

25.1 Special Rights and Restrictions of Preferred Shares, as a Class

The following special rights and restrictions shall be attached to the preferred shares without par value:

(a) The preferred shares as a class shall have attached thereto the special rights and restrictions specified in this Article 25.1.

(b) Preferred shares may at any time and from time to time be issued in one or more series. The directors may from time to time, by resolution passed before the issue of any preferred shares of any particular series, alter the Notice of Articles of the Company to fix the number of preferred

shares in, and to determine the designation of the preferred shares of, that series and alter the Articles to create, define and attach special rights and restrictions to the preferred shares of that series, including, but without in any way limiting or restricting the generality of the foregoing, the rate or amount of dividends, whether cumulative, non-cumulative or partially cumulative, the dates, places and currencies of payment thereof, the consideration for, and the terms and conditions of, any purchase for cancellation or redemption thereof, including redemption after a fixed term or at a premium, conversion or exchange rights, the terms and conditions of any share purchase plan or sinking fund, the restrictions respecting payment of dividends on, or the repayment of capital in respect of, any other shares of the Company and voting rights and restrictions; but no special right or restriction so created, defined or attached shall contravene the provisions of clause (c) of this Article 25.1.

(c) Holders of preferred shares shall be entitled, on the distribution of assets of the Company or on the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or on any other distribution of assets of the Company among its members for the purpose of winding up its affairs, to receive before any distribution shall be made to holders of common shares or any other shares of the Company ranking junior to the preferred shares with respect to repayment of capital, the amount paid up with respect to each preferred share held by them, together with the fixed premium (if any) thereon, all accrued and unpaid cumulative dividends (if any and if preferential) thereon. After payment to holders of preferred shares of the amounts so payable to them, such holders shall not be entitled to share in any further distribution of the property or assets of the Company except as specifically provided in the special rights and restrictions attached to any particular series of the preferred shares.

26. SPECIAL RIGHTS AND RESTRICTIONS OF THE CLASS A VOTING SHARES

26.1 Designation and Number

The Class A voting shares shall consist of the number of Class A voting shares set out in the Notice of Articles of the Company, which Class A voting shares shall be designated as "**Class A Voting Shares**".

26.2 Rights

Except as otherwise provided in these Articles, each Class A Voting Share and each Class B Non-Voting Share shall have the same rights, privileges and restrictions and shall be identical in all respects.

26.3 Dividends

The holders of the Class A Voting Shares shall, subject to the rights of the holders of any other class of shares of the Company entitled to dividends in priority to the holders of the Class A Voting Shares, participate equally with the holders of the Class B Non-Voting Shares with respect to dividends.

Whenever a dividend, other than a dividend that constitutes a Share Distribution, is declared and paid to the holders of Class A Voting Shares then outstanding, the Company shall also declare and pay a dividend equally, on a share for share basis, to the holders of the Class B Non-Voting Shares then outstanding, without preference or priority.

Whenever a Share Distribution is declared and paid to the holders of Class A Voting Shares then outstanding, the Company shall also declare and pay a Share Distribution to the holders of the Class B Non-Voting Shares then outstanding as provided in Article 26.4.

Dividends shall be payable only as and when declared by the board.

26.4 Share Distribution

Notwithstanding that the market value of any stock dividend paid on one class of shares may be different from the market value of the stock dividend paid simultaneously on another class of shares, the board may, at any time and from time to time, declare and pay a stock dividend:

(a) payable in Class A Voting Shares on the Class A Voting Shares provided that at the same time a stock dividend payable in either Class A Voting Shares or in Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares;

(b) payable in Class B Non-Voting Shares on the Class A Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares;

(c) payable in Class A Voting Shares on the Class B Non-Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares; and

(d) payable in Class B Non-Voting Shares on the Class B Non-Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares.

26.5 Liquidation, Dissolution or Winding Up

In the event of any liquidation, dissolution or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, all of the property and assets of the Company available for distribution to the holders of the Company's common equity shall be paid or distributed equally, share for share, to the holders of the Class A Voting Shares and the Class B Non-Voting Shares, respectively, without preference or distinction.

26.6 Voting

Each holder of a Class A Voting Share is entitled to:

(a) one vote for each Class A Voting Share held at all meetings of shareholders;
(b) receive notice of and to attend all meetings of shareholders of the Company, except meetings at which only the holders of a specified class of shares (other than the Class A Voting Shares) are entitled to attend; and

(c) vote on all matters submitted to a vote or consent of shareholders of the Company, except matters upon which only the holders of a specified class of shares (other than the Class A Voting Shares) are entitled to vote.

26.7 Subdivision, Reclassification, Exchange or Consolidation

No subdivision, reclassification, exchange or consolidation of the Class A Voting Shares or the Class B Non-Voting Shares shall be carried out unless, at the same time, the Class B Non-Voting Shares or the Class A Voting Shares, as the case may be, are subdivided, reclassified, exchanged or consolidated in the same manner and on the same basis.

27. SPECIAL RIGHTS AND RESTRICTIONS OF THE CLASS B NON-VOTING SHARES

27.1 Designation and Number

The Class B non-voting shares shall consist of the number of Class B non-voting shares set out in the Notice of Articles of the Company, which Class B non-voting shares shall be designated as "**Class B Non-Voting Shares**".

27.2 Rights

Except as otherwise provided in these Articles, each Class A Voting Share and each Class B Non-Voting Share shall have the same rights, privileges and restrictions and shall be identical in all respects.

27.3 Dividends

The holders of the Class B Non-Voting Shares shall, subject to the rights of the holders of any other class of shares of the Company entitled to dividends in priority to the holders of the Class B Non-Voting Shares, participate equally, on as share for share basis, with the holders of the Class A Voting Shares with respect to dividends.

Whenever a dividend, other than a dividend that constitutes a Share Distribution, is declared and paid to the holders of Class B Non-Voting Shares then outstanding, the Company shall also declare and pay a dividend equally to the holders of the Class A Voting Shares then outstanding, on a share for share basis, without preference or priority.

Whenever a Share Distribution is declared and paid to the holders of Class B Non-Voting Shares then outstanding, the Company shall also declare and pay a Share Distribution to the holders of the Class A Voting Shares then outstanding as provided in Article 27.4.

Dividends shall be payable only as and when declared by the board.

27.4 Share Distributions

Notwithstanding that the market value of any stock dividend paid on one class of shares may be different from the declared market value of the stock dividend paid simultaneously on another class of shares, the board may, at any time and from time to time, declare and pay a stock dividend:

(a) payable in Class A Voting Shares on the Class A Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or in Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares;

(b) payable in Class B Non-Voting Shares on the Class A Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class B Non-Voting Shares;

(c) payable in Class A Voting Shares on the Class B Non-Voting Shares; provided that at the same time a stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares s; and

(d) payable in Class B Non-Voting Shares on the Class B Non-Voting Shares; provided that at the same time stock dividend payable in either Class A Voting Shares or Class B Non-Voting Shares is declared and paid in the same number of shares per share on the Class A Voting Shares.

27.5 Liquidation, Dissolution or Winding Up

In the event of any liquidation, dissolution or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company, all of the property and assets of the Company available for distribution to the holders of the Company's common equity shall be paid or distributed equally, share for share, to the holders of the Class B Non-Voting Shares and the Class A Voting Shares, respectively, without preference or distinction.

27.6 Notice of Meetings

The holders of the Class B Non-Voting Shares shall be entitled to receive notice of and to attend, but, subject to the *Business Corporations Act*, not to vote, at any and all meetings of the shareholders of the Company.

27.7 Subdivision, Reclassification, Exchange or Consolidation

No subdivision, reclassification, exchange or consolidation of the Class A Voting Shares or the Class B Non-Voting Shares shall be carried out unless, at the same time, the Class B Non-Voting Shares or the Class A Voting Shares, as the case may be, are subdivided, reclassified, exchanged or consolidated in the same manner and on the same basis.

EXHIBIT B
CERTIFICATE OF INCORPORATION
OF
STARZ

I, the undersigned, for the purpose of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do hereby execute this Certificate of Incorporation and do hereby certify as follows:

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is: Starz

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 1. The Corporation shall be authorized to issue 100 shares of capital stock, of which 100 shares shall be shares of Common Stock, par value $0.01 per share ("Common Stock").

Section 2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote, and the Common Stock shall vote together as a single class.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and

privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified

and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action

of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, provision of the Certificate of Incorporation, By-Law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

ARTICLE IX

The name and mailing address of the incorporator is Marshall P. Shaffer, c/o Wachtell, Lipton, Rosen & Katz, 51 W. 52nd Street, New York, NY 10019.

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinbefore named, do hereby further certify that the facts hereinabove stated are truly set forth and, accordingly, I have hereunto set my hand this [●], 201[●].

Marshall P. Shaffer
Incorporator

Signature Page for the Leopard Sub, Inc. Certificate of Incorporation

EXHIBIT C

BY-LAWS

OF

STARZ

A Delaware Corporation

ARTICLE I

OFFICES

Section 1 Registered Office. The registered office of the corporation in the State of Delaware shall be located at 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808. The name of the corporation's registered agent at such address shall be Corporation Service Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2 Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1 Place and Time of Meetings. An annual meeting of the stockholders shall be held each year for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the board of directors or as set by the chief executive officer of the corporation.

Section 2 Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by two or more members of the board of directors or the chief executive officer and shall be called by the chief executive officer upon the written request of holders of shares entitled to cast not less than fifty percent (50%) of the outstanding shares of any series or class of the corporation's Capital Stock.

Section 3 Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for

any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4 Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the chief executive officer or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5 Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6 Quorum. Except as otherwise provided by applicable law or by the Certificate of Incorporation, a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article, until a quorum shall be present or represented.

Section 7 Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8 Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the Certificate of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such

question. Where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class.

Section 9 Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the Certificate of Incorporation of the corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally.

Section 11 Action by Written Consent. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than a majority of the shares entitled to vote, or, if greater, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2 Number, Election and Term of Office. The number of directors which shall constitute the board as of the effective date of these by-laws shall be three (3). Thereafter, the number of directors shall be established from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's Certificate of Incorporation, the provisions of this section shall apply, in respect to the removal without cause or a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon written notice to the corporation.

Section 4 Vacancies. Except as otherwise provided by the Certificate of Incorporation of the corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the holders of the corporation's outstanding stock entitled to vote thereon or by a majority of the members of the board of directors. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5 Annual Meetings. The annual meeting of each newly elected board of directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders.

Section 6 Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the board. Special meetings of the board of directors may be called by or at the request of the chief executive officer or president on at least 24 hours' notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice the chief executive officer must call a special meeting on the written request of at least a majority of the directors.

Section 7 Quorum, Required Vote and Adjournment. A majority of the total number of directors then in office (without regard to any then vacancies on the board) shall constitute a

quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8 Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9 Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10 Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11 Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12 Action by Written Consent. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the board of

directors, or of any committee thereof, may be taken without a meeting if all the then members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

ARTICLE IV

OFFICERS

Section 1 Number. The officers of the corporation shall be elected by the board of directors and may consist of a chairman, a chief executive officer, a president, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2 Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4 Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5 Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6 The Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the board, may be an officer of the corporation, and, if present, shall preside at each meeting of the board of directors or shareholders. He shall advise the chief executive officer, and in the chief executive officer's absence, other officers of the corporation, and shall perform such other duties as may from time to time be assigned to him by the board of directors.

Section 7 The Chief Executive Officer. In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the chief executive officer shall preside at all meetings of the stockholders and board of directors at which he or she is present; subject to the powers of the board of directors, shall have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and shall

see that all orders and resolutions of the board of directors are carried into effect. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these by-laws.

Section 8 President; Vice Presidents. The president shall, in the absence or disability of the chief executive officer, act with all of the powers and be subject to all of the restrictions of the chief executive officer. The president shall also perform such other duties and have such other powers as the board of directors, the chief executive officer or these by-laws may, from time to time, prescribe. The vice-president, if any, or if there shall be more than one, the vice-presidents in the order determined by the board of directors shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the president or these by-laws may, from time to time, prescribe.

Section 9 The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the chief executive officer's supervision, the secretary shall give, or cause to be given, all notices required to be given by these by-laws or by law; shall have such powers and perform such duties as the board of directors, the chief executive officer or these by-laws may, from time to time, prescribe; and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the chief executive officer, or secretary may, from time to time, prescribe.

Section 10 The Treasurer and Assistant Treasurer. The treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the chief executive officer and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; shall have such powers and perform such duties as the board of directors, the chief executive officer or these by-laws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the

corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the chief executive officer, the president or treasurer may, from time to time, prescribe.

Section 11 Other Officers, Assistant Officers and Agents . Officers, assistant officers and agents, if any, which officers may include officers of any division of the corporation, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 12 Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V

INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1 Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or a person of whom he is the legal representative, is or was a director or officer, of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2 Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation under Section 1 of this Article V or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article V is required, and the corporation fails to respond within sixty days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3 Nonexclusivity of Article V. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article V.

Section 5 Expenses. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition unless otherwise determined by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified

by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6 Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

Section 7 Contract Rights. The provisions of this Article V shall be deemed to be a contract right between the corporation and each director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8 Merger or Consolidation. For purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1 Form. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by the chairman of the board, the chief executive officer, the president or a vice-president and the secretary or an assistant secretary of the corporation, certifying the number of shares owned by such holder in the corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (2) by a registrar, other than the corporation or its employee, the signature of any such chairman of the board, chief executive officer, president, vice-president, secretary, or assistant secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of

shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

Section 2 Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3 Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 4 Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered

office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 5 Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 6 Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VII

GENERAL PROVISIONS

Section 1 Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2 Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3 Contracts. The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4 Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6 Corporate Seal. The board of directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7 Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the chief executive officer, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8 Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 9 Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10 Inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the Certificate of Incorporation, the General

Corporation Law of the State of Delaware or any other applicable law, the provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII

AMENDMENTS

These by-laws may be amended, altered, or repealed and new by-laws adopted at any meeting of the board of directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

Exhibit 10.1

EXECUTION VERSION

STOCK EXCHANGE AGREEMENT

This STOCK EXCHANGE AGREEMENT, dated as of June 30, 2016, and effective as of any Specified Termination Event (defined below) (this "Agreement"), is made by and among Lions Gate Entertainment Corp., a corporation organized and existing under the laws of British Columbia ("Lionsgate"), Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Lionsgate ("Purchaser"), and the stockholders listed on Schedule 1 (each a "Stockholder," and collectively the "Stockholders").

R E C I T A L S:

WHEREAS, concurrently with the execution and delivery of this Agreement, Lionsgate, Starz, a Delaware corporation ("Starz") and Orion Arm Acquisition Inc., a Delaware corporation and a wholly owned Subsidiary of Lionsgate ("Merger Sub"), are entering into an Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), that provides, among other things, for the merger of Merger Sub with and into Starz, upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, Lionsgate, the Stockholders and Starz are entering into a Voting Agreement, dated as of the date hereof, with respect to Lionsgate's and the Stockholders' shares of Starz Common Stock (as the same may be amended or supplemented, the "Voting Agreement");

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, Lionsgate, Starz, and certain stockholders of Lionsgate are entering into a series of Voting Agreements, dated as of the date hereof, with respect to such stockholders' shares of Lionsgate Common Stock (collectively, as the same may be amended or supplemented, the "LDM Voting Agreements");

WHEREAS, this Agreement shall become effective upon the termination of the Merger Agreement in accordance with (i) Section 7.1(b)(iii) of the Merger Agreement (Failure to Obtain Company Stockholder Approval), (ii) Section 7.1(c)(i) of the Merger Agreement (Company Superior Proposal) or (iii) Section 7.1(d)(i) of the Merger Agreement (Change of Recommendation by Company) (any such termination, a "Specified Termination Event");

WHEREAS, as of the date of this Agreement, each Stockholder owns, and at all times prior to the Closing will own, the number of shares of Series B common stock, par value $0.01 per share ("Starz Series B Common Stock"), of Starz set forth opposite the name of such Stockholder on Schedule 1, representing in the aggregate as of the date hereof approximately 69.6% of the total voting power of the issued and outstanding shares of Starz Series B Common Stock;

WHEREAS, in the event of a Specified Termination Event, each Stockholder wishes to transfer the Starz Exchange Shares (as defined below) to Purchaser in exchange for the Lionsgate Exchange Consideration (as defined below), and Purchaser wishes to acquire the Starz Exchange Shares from the Stockholders in exchange for the Lionsgate Exchange Consideration, on the terms and conditions set forth in this Agreement (the "Exchange");

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1

Effectiveness

Section 1.1 Effectiveness. This Agreement shall become effective only upon the occurrence of a Specified Termination Event.

ARTICLE 2

Exchange of Shares

Section 2.1 Exchange. Subject to the terms and conditions hereof, at the Closing:

(a) Each Stockholder shall convey, transfer and deliver to Purchaser, free and clear of any liens, pledges, charges and security interests and similar encumbrances ("Liens") (other than transfer restrictions imposed by applicable securities laws), the shares of Starz Series B Common Stock (the "Starz Exchange Shares"), listed opposite such Stockholder's name on Schedule 1; and

(b) Purchaser shall convey, transfer and deliver to each Stockholder, free and clear of any Liens (other than transfer restrictions imposed by applicable securities laws) for each Starz Exchange Share:

(i) $7.26 in cash without interest thereon (the "Lionsgate Cash Consideration"); *plus*

(ii) 1.2642 shares of common stock, without par value, of Lionsgate ("Lionsgate Common Stock") (the "Lionsgate Exchange Shares," together with the Lionsgate Cash Consideration, the "Lionsgate Exchange Consideration"); provided, however, that in the event that either (x) John C. Malone sends written notice to Purchaser at least five (5) Business Days prior to the Closing that the Stockholders are irrevocably electing to receive the Lionsgate Alternate Cash Consideration (as defined below), (y) the Exchange Approval Meeting has occurred and the Stockholder Approval (as defined below) shall not have been obtained, or (z) 120 days have elapsed after the occurrence of a Specified Termination Event (such 120th day, the "End Date"), Purchaser shall substitute $29.04 in cash without interest thereon for each Lionsgate Exchange Share (the "Lionsgate Alternate Cash Consideration" and together with the Lionsgate Cash Consideration, the "Lionsgate Alternate Exchange Consideration").

Section 2.2 Closing.

(a) The closing of the Exchange (the "Closing") shall take place at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019 at 10:00 a.m. (Eastern time) on the fifth (5th) Business Day following the satisfaction or (to the extent permitted by Law) waiver by the party or parties entitled to the benefits thereof of the conditions set forth in Article 5 (other than those conditions that by their nature are to be satisfied at the

Closing, but subject to the satisfaction or (to the extent permitted by Law) waiver of those conditions), or at such other place, time and date as shall be agreed in writing among the Parties. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

(b) At the Closing:

(i) Each Stockholder shall deliver, or cause to be delivered, to Purchaser (1) either one or more original share certificate(s), duly endorsed or with stock powers duly executed in favor of Purchaser, and with any required stock transfer stamps affixed thereto or evidence of book entry delivery, representing all of such Stockholder's Starz Exchange Shares; (2) the certificate required by Section 5.2(b); (3) a duly executed certificate of non-foreign status, dated as of the Closing Date, substantially in the form of the sample certification set forth in U.S. Treasury Regulations Section 1.1445-2(b)(2)(iv)(A) or (B), as applicable; and (4) all other certificates, instruments and documents executed and delivered by a Stockholder as are either necessary or as Purchaser may reasonably request in order to effectively transfer ownership and control of such Stockholder's Starz Exchange Shares to Purchaser.

(ii) Purchaser shall deliver, or cause to be delivered, to each Stockholder, (1) the Lionsgate Cash Consideration, and, if applicable, the Lionsgate Alternate Cash Consideration, for such Stockholder's Starz Exchange Shares pursuant to Section 2.1(b), by wire transfer of immediately available funds to one or more bank accounts designated in writing by such Stockholder (such designation to be made at least two (2) Business Days prior to the Closing Date); (2) if applicable, either one or more original share certificates issued to and registered in the name of such Stockholder and with any required stock transfer stamps affixed thereto or evidence of book entry delivery evidencing the issuance of, the number of the Lionsgate Exchange Shares to be conveyed to such Stockholder pursuant to Section 2.1(b); and (3) the certificate required by Section 5.3(b).

Section 2.3 Further Assurances. If, at any time before or after the Closing, one of the Parties reasonably believes or is advised that any further instruments, deeds, assignments or assurances are reasonably necessary or desirable to consummate the Exchange or to carry out the purposes and intent of this Agreement at or after the Closing, then Lionsgate, Purchaser, each Stockholder and, as applicable, their respective trustees, officers and directors shall execute and deliver all such proper instruments, deeds, assignments or assurances and do all other things reasonably necessary or desirable to consummate the Exchange and to carry out the purposes and intent of this Agreement.

Section 2.4 Adjustments. Wherever in this Agreement there is a reference to a specific number of the Starz Exchange Shares or the Lionsgate Exchange Shares, then, upon the occurrence of any subdivision, combination, reclassification or share dividend of the Starz Exchange Shares or the Lionsgate Exchange Shares, the specific number of such shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of shares by such subdivision, combination, reclassification or share dividend.

Section 2.5 Tax. Each Party will have the right to deduct and withhold from any payment made pursuant to this Agreement such amounts as are required to be deducted or withheld with respect to the making of such payment under any applicable tax Law. To the extent any amounts are so deducted or withheld, such amounts shall be paid to the appropriate tax authorities and treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

ARTICLE 3

Representations and Warranties

Section 3.1 Representations and Warranties of Each Party. Except as otherwise specified below, each of the Parties represents and warrants to the other Parties, severally and not jointly and severally, solely with respect to itself, as follows:

(a) Due Organization and Good Standing. If such Party is not an individual, it is duly incorporated or organized, validly existing and in good standing (to the extent that its jurisdiction of organization recognizes the concept of good standing) under the laws of its jurisdiction of incorporation or organization.

(b) Authority. Other than, in the case of Lionsgate, the Stockholder Approval (as defined below), it has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by it has been duly and validly authorized by all requisite action, and no other proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by it and, assuming the due authorization, execution and delivery by the other parties to this Agreement, constitutes a legal, valid and binding obligation of it, enforceable against such Party in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. It has not granted nor is it a party to any proxy, voting trust or other agreement that is inconsistent with, conflicts with or violates any provision of this Agreement.

(c) Governmental Approval. The execution and delivery by it of this Agreement and the performance of its obligations hereunder requires no action by or in respect of, or filing with, any Governmental Authority, other than (i) compliance with any applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time (the "HSR Act") and any other applicable Competition Laws outside the United States, (ii) such clearances, consents, approvals, Orders, licenses, authorizations, registrations, declarations, permits, filings and notifications as may be required under applicable securities Laws and (iii) any actions or filings under Laws (other than Competition Laws) the absence of which would not reasonably be expected, individually or in the aggregate, to materially and adversely affect its ability to timely perform its obligations and consummate the transactions contemplated hereunder or thereunder.

(d) Finders' Fees. Except for the fee payable by the Stockholders or their Affiliates to Kern Consulting, LLC, and except for the fees payable by Parent or its Affiliates to PJT

Partners LP, J.P. Morgan Securities LLC, and Deutsche Bank Securities Inc., there are no investment banker, broker, finder or other intermediary retained by or authorized to act on behalf of it who might be entitled to any fee or commission upon consummation of the transactions contemplated by this Agreement from such Stockholder or any of its Affiliates (in the case of a Stockholder) or Purchaser, Lionsgate or any of their respective Affiliates (in the case of Purchaser and Lionsgate).

(e) Non-Contravention. The execution, delivery and performance by it of this Agreement does not (i) violate any applicable Law, (ii) conflict with or constitute a default, breach or violation of (with or without notice or lapse of time, or both) the terms, conditions or provisions of, or result in the acceleration of (or the creation in any person of any right to cause the acceleration of) any performance of any obligation or any increase in any payment required by, or the termination, suspension, modification, impairment or forfeiture (or the creation in any person of any right to cause the termination, suspension, modification, impairment or forfeiture) of any contract, agreement or instrument to which it is subject, which would prevent it from performing any of its obligations hereunder or thereunder except where any such event would not have a material adverse effect on such Party's ability to consummate the transactions contemplated hereby, or (iii) require any consent by or approval of or notice to any other person or entity (other than a Governmental Authority) except where the failure to obtain such consent or approval or make such notice would not have a material adverse effect on such Party's ability to consummate the transactions contemplated hereby.

(f) Investment Intent. It is acquiring the Lionsgate Exchange Shares and the Starz Exchange Shares, as applicable, for investment for its own account and not with a view to, or for sale in connection with, any distribution thereof. It has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment and is capable of bearing the economic risks of such investment. It further acknowledges that none of Stockholder or any of its Affiliates or representatives (in the case of Purchaser and Lionsgate) or Purchaser, Lionsgate or any of their respective Affiliates or representatives (in the case of a Stockholder) has rendered any investment advice or securities valuation advice to it, and that it is neither subscribing for nor acquiring any interest in reliance upon, or with the expectation of, any such advice. In the case of a Stockholder, each Stockholder acknowledges that the Lionsgate Exchange Shares have not been registered under the Securities Act or any state or foreign securities Laws, and agrees that the Lionsgate Exchange Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act, and without compliance with foreign securities Laws, in each case, to the extent applicable. In the case of Purchaser, Purchaser acknowledges that the Starz Exchange Shares have not been registered under the Securities Act or any state or foreign securities Laws, and agrees that the Starz Exchange Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act, and without compliance with foreign securities Laws, in each case, to the extent applicable. Each Party represents that it is an "accredited investor" (as defined in Rule 501(a) of Regulation D under the Securities Act).

(g) No Other Representations and Warranties. It acknowledges and agrees that no other Party nor any other Party's agents or representatives makes or has made (i) any express or implied representation or warranty on behalf of such other Party other than those expressly set forth in this Article 3 or (ii) any representations or warranties with respect to any financial projections, financial forecasts or forward-looking information provided to it.

Section 3.2 Additional Representations and Warranties of Stockholders. Each Stockholder represents and warrants to Purchaser as follows:

(a) Ownership; Title to Starz Series B Common Stock. As of the date of this Agreement, such Stockholder is the sole and exclusive record (except to the extent such shares are held in the name of securities intermediaries in brokerage accounts) and beneficial owner of the Starz Series B Common Stock set forth opposite such Stockholder's name on Schedule 1, in each case, free and clear of any Liens (other than transfer restrictions imposed by applicable securities laws), and no Stockholder "beneficially owns" (as defined in Rule 13d-3 of the Exchange Act) any Series B Common Stock of Starz other than as set forth on Schedule 1. Upon the delivery by such Stockholder at the Closing of the Starz Exchange Shares in the manner provided in Section 2.2, Purchaser will hold good and valid title to such Starz Exchange Shares, free and clear of all Liens (other than transfer restrictions imposed by applicable securities laws).

(b) No Interest in Lionsgate. As of the date of this Agreement, except as set forth on Schedule 2, such Stockholder does not own, of record or beneficially, and at all times prior to the Closing will not so own, any shares of Lionsgate Common Stock or other share capital of, or other voting or equity interests in, Lionsgate.

Section 3.3 Additional Representations and Warranties of Lionsgate and Purchaser. Lionsgate and Purchaser, jointly and severally, represent and warrant to each Stockholder as follows:

(a) Purchaser. Lionsgate indirectly owns all of the outstanding shares of Purchaser.

(b) Lionsgate Exchange Shares. Subject to receipt of the applicable Stockholder Approval (as defined below), the Lionsgate Exchange Shares to be issued to each Stockholder at the Closing will be duly authorized and validly issued to the appropriate Stockholder in accordance with the terms of Lionsgate's organizational documents as they are in effect as of the Closing Date.

(c) Title. Upon the delivery to each Stockholder by Purchaser at the Closing of the Lionsgate Exchange Shares in the manner provided in Section 2.2, each Stockholder will hold good and valid title to such Lionsgate Exchange Shares, free and clear of all Liens (other than transfer restrictions imposed by applicable securities laws).

ARTICLE 4

Certain Covenants

Section 4.1 Confidentiality. Except as required by applicable Law, prior to and following the Closing, no Party shall make, or permit any of its agents, representatives or

advisors to make, any public announcement in respect of this Agreement or the transactions contemplated hereby without the prior written consent of each other Party.

Section 4.2 Reasonable Best Efforts.

(a) Governmental and Third Party Approvals. Each of the Parties shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Exchange and the other transactions contemplated hereby, including (i) preparing and filing as soon as practicable after the date hereof all forms, registrations and notices required to be filed to consummate the transactions contemplated by this Agreement and the taking of such actions as are reasonably necessary to obtain any requisite approvals, consents, Orders, exemptions or waivers by any Governmental Authority or other third party, including filings pursuant to the HSR Act or as required by any other Governmental Authority relating to antitrust, competition, trade, pre-merger notification or other regulatory matters, (ii) obtaining all necessary consents, approvals, authorizations or waivers from, and providing notices to, third parties, including providing any further information as may be required by such third party; provided, however, that no consent of any third party (excluding Government Authorities) shall be a condition to the closing of the transactions contemplated by this Agreement pursuant to Article 5, and (iii) the execution and delivery of any additional instruments required by applicable Law necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. Each of the Parties shall submit any notifications required pursuant to the HSR Act no later than 10 Business Days following the date of a Specified Termination Event. Each of the Parties hereto shall furnish to the other Parties such necessary information and reasonable assistance as such other Party may reasonably request in connection with the foregoing. In addition, each of the Parties hereto shall consult with the other with respect to, provide any necessary information with respect to and provide the other (or its counsel) copies of, all filings made by such Party with any third party or any other information supplied by such Party to a third party in connection with this Agreement and the transactions contemplated by this Agreement.

(b) Notification. Each of the Parties shall keep the others reasonably apprised of the status of matters relating to the completion of the transactions contemplated hereby. In that regard, each Party shall without limitation use its reasonable best efforts to (i) promptly notify the other of, and if in writing, furnish the other with copies of (or, in the case of material oral communications, advise the other orally of) any material communications from or with any Governmental Authority or other third party with respect to the Exchange or any of the other transactions contemplated by this Agreement, (ii) permit the other to review and discuss in advance, and consider in good faith the views of the other in connection with, any proposed written (or any material proposed oral) communication with any such Governmental Authority or other third party with respect to the Exchange or any of the other transactions contemplated by this Agreement, (iii) to the extent reasonably practical, not participate in any meeting or teleconference with (A) any Governmental Authority with respect to the Exchange or any of the other transactions contemplated by this Agreement and (B) any third party (excluding Governmental Authorities) with respect to any material consent, approval or waiver in connection with the Exchange or any of the other transactions contemplated by this Agreement,

in each case, unless it consults with the other in advance and, to the extent permitted by such Governmental Authority or other third party, as applicable, gives the other the opportunity to attend and participate thereat, and (iv) furnish the other with such necessary information and reasonable assistance as the other Parties may reasonably request in connection with its preparation of necessary filings or submissions of information to any such third party.

(c) No Divestitures. In furtherance of the covenants set forth in Section 4.2(a), if any objections are asserted with respect to the transactions contemplated hereby under any domestic or foreign antitrust or competition Law or if any Action is instituted (or threatened to be instituted) by the Federal Trade Commission, the Department of Justice, Competition Bureau (Canada) or any other applicable Governmental Authority challenging any of the transactions contemplated hereby or which would otherwise prohibit or materially impair or delay the consummation of the transactions contemplated hereby, the Parties shall take all reasonable actions necessary to resolve any such objections or Actions (or threatened Actions) so as to permit the transactions contemplated hereby to close as soon as reasonably practicable; provided, however, that nothing in this Agreement shall obligate any Party to become subject to, consent to or agree to, or otherwise take any action with respect to, any requirement, condition, understanding, agreement or order to sell, to hold separate or otherwise dispose of, or to conduct, restrict, operate, invest or otherwise change its respective assets or business (including that of their Affiliates) in any manner.

Section 4.3 Certain Litigation. The Parties shall promptly advise each other of any Action or stockholder litigation commenced after the date hereof against such Party or any of its directors or trustees relating to this Agreement, the Exchange, and the transactions contemplated hereby and shall keep the other Parties reasonably informed regarding any such Action or stockholder litigation against any such Party or any of its directors or trustees. The Stockholders shall give Lionsgate the opportunity to consult with Stockholders regarding the defense or settlement of any such Action or stockholder litigation and shall consider Lionsgate's views with respect to such Action or stockholder litigation and shall not settle any such Action or stockholder litigation without the prior written consent of Lionsgate (such consent not to be unreasonably withheld, conditioned or delayed).

Section 4.4 Listing. Subject to receipt of the Stockholder Approval (as defined below), Lionsgate shall use reasonable best efforts to cause the Lionsgate Exchange Shares to be authorized for listing on the NYSE, subject to official notice of issuance, as of immediately after the Closing.

Section 4.5 Shareholder Approval. If the Exchange Approval Meeting has not occurred prior to a Specified Termination Event, then, as promptly as practicable following the occurrence of a Specified Termination Event, to the extent that Lionsgate is required by applicable stock exchange rules to obtain stockholder approval of the issuance of the Lionsgate Exchange Shares, Lionsgate shall prepare and file with the SEC, an appropriate proxy statement (the "Proxy Statement") seeking approval of the transactions contemplated by this Agreement (the "Stockholder Approval"). Lionsgate shall use its reasonable best efforts to cause the Proxy Statement to comply with the rules and regulations promulgated by the SEC. Each Stockholder shall furnish all information concerning it as may reasonably be requested by the other party in connection with such actions and the preparation of the Proxy Statement. Lionsgate shall duly

give notice of, convene and hold a stockholders' meeting (the "Stockholders' Meeting") as promptly as practicable following the date the Proxy Statement is filed, but no later than 120 days after the Specified Termination Event, for the purpose of seeking the Stockholder Approval (or adjournment of the Stockholders' Meeting under certain circumstances) and shall, (a) recommend to its stockholders approval of the issuance of Lionsgate Exchange Shares and include in the Proxy Statement such recommendation and (b) use its reasonable best efforts to solicit such approval and obtain the Stockholder Approval. Once the Stockholders' Meeting has been called and noticed, Lionsgate may only adjourn or postpone the Stockholders' Meeting (x) to the extent necessary to ensure that any necessary supplement or amendment to the Proxy Statement is provided to its stockholders in advance of a vote on the Stockholder Approval, or (y) if, as of the time for which the Stockholders' Meeting is originally scheduled, there are insufficient shares of Lionsgate common stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting and, in any such case (clause (x) or (y)), only for a minimum period of time reasonable under such circumstance. Lionsgate shall ensure that the Stockholders' Meeting is called, noticed, convened, held and conducted, and that all proxies solicited in connection with the Stockholders' Meeting are solicited in compliance with applicable Law, the rules of NYSE and the organizational documents of Lionsgate.

Section 4.6 Termination of Irrevocable Proxies. Each applicable Stockholder and Lionsgate shall cause their Affiliates to, take all actions to revoke and terminate the irrevocable proxies, dated as of March 27, 2015, granted by LG Leopard Canada LP, a Canadian limited partnership and an indirect wholly owned subsidiary of Lionsgate, in favor of such Stockholder.

ARTICLE 5

Conditions Precedent

Section 5.1 Conditions to Obligations of Purchaser and Stockholder. The obligations of Lionsgate, Purchaser and each Stockholder to consummate the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing of the following conditions (except to the extent waived in writing by Lionsgate, Purchaser and each Stockholder):

(a) No Injunction, Etc. Consummation of the transactions contemplated hereby shall not have been restrained, enjoined or otherwise prohibited or made illegal by any applicable Law, and no judgment, injunction, order or decree of any Governmental Authority having competent jurisdiction enjoining Lionsgate, Purchaser or any Stockholder from consummating the Closing shall have been entered.

(b) Antitrust Waiting Periods. Any waiting period applicable to consummation of the Exchange under the HSR Act or the Competition Laws of Germany shall have expired or been terminated.

(c) Takeover Defenses. Starz shall not have adopted any shareholder rights plan or other anti-takeover provisions which would materially and adversely affect any Stockholder, Lionsgate or Purchaser's ability to perform its obligations and consummate the transactions

contemplated hereunder or to acquire any share capital of, or other voting or equity interests in, Starz.

(d) State Takeover Statutes. No "fair price," "business combination," "control share acquisition" or other state takeover statute or similar Law shall be applicable to this Agreement or any of the transactions contemplated hereby.

Section 5.2 Conditions to Obligations of Lionsgate and Purchaser. The obligation of Lionsgate and Purchaser to consummate the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing of the following additional conditions (except to the extent waived in writing by Lionsgate and Purchaser):

(a) Stockholder Representations and Warranties; Covenants. The representations and warranties of each Stockholder contained in Section 3.2(a) shall be true and correct in all respects at and as of the Closing Date with the same effect as though made at and as of such time (except for representations that are as of a specific date which representations shall be true and correct in all respects as of such date). The other representations and warranties of each Stockholder contained in Article 3 shall be true and correct in all material respects at and as of the Closing Date with the same effect as though made at and as of such time (except for representations that are as of a specific date which representations shall be true and correct in all material respects as of such date). Each Stockholder shall have in all material respects duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Stockholder at or prior to the Closing.

(b) Stockholder Certificate. Each Stockholder shall have delivered to Purchaser a certificate, dated as of the Closing Date, signed by such Stockholder certifying that the conditions set forth in Section 5.2(a) above are satisfied.

(c) Other Closing Deliverables. Each Stockholder shall have delivered or shall have caused to be delivered to Purchaser the closing deliverables contemplated by Section 2.2(b)(i).

(d) Stockholder Approval. Either (i) the Exchange Approval Meeting has occurred or (ii) the End Date shall have occurred.

Section 5.3 Conditions to Obligations of Stockholders. The obligation of each Stockholder to consummate the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing of the following additional conditions (except to the extent waived in writing by such Stockholder):

(a) Lionsgate and Purchaser Representations and Warranties; Covenants. The representations and warranties of Lionsgate and Purchaser contained in Article 3 shall be true and correct in all material respects at and as of the Closing Date with the same effect as though made at and as of such time (except for representations that are as of a specific date which representations shall be true and correct in all material respects as of such date). Lionsgate and Purchaser shall have in all material respects duly performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Lionsgate and Purchaser at or prior to the Closing.

(b) Officer Certificate. Purchaser shall have delivered to Stockholders a certificate, dated as of the Closing Date, signed by a duly authorized officer of Purchaser certifying that the conditions set forth in Section 5.3(a) are satisfied.

(c) Other Closing Deliverables. Purchaser shall have delivered to Stockholder the closing deliverables contemplated by Section 2.2(b)(ii).

ARTICLE 6

Termination

Section 6.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the written agreement of Purchaser and each Stockholder;

(b) by Purchaser by written notice to the Stockholders, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of any Stockholder set forth in this Agreement shall have occurred that would cause the condition set forth in Section 5.2(a) not to be satisfied and such breach is uncurable or has not been cured within ten (10) days following written notice thereof to the Stockholders;

(c) by any Stockholder by written notice to Purchaser, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Purchaser or Lionsgate set forth in this Agreement shall have occurred that would cause the condition set forth in Section 5.3(a) not to be satisfied and such breach is uncurable or has not been cured within ten (10) days following written notice thereof to Purchaser;

(d) by either Purchaser or any Stockholder if (A) there shall be any Law that makes consummation of the Closing illegal or otherwise prohibited or (B) any judgment, injunction, order or decree of any Governmental Authority having competent jurisdiction enjoining the Parties from consummating the Closing is entered and such judgment, injunction, order or decree shall have become final and nonappealable; or

(e) by either Purchaser or any Stockholder if the Closing shall not have occurred by the date that is six months after the occurrence of a Specified Termination Event; provided, however, that if the Closing shall not have occurred by such date solely because the conditions set forth in Section 5.1(b) have not been satisfied by such date, either the Stockholders or Lionsgate may extend such date for a period not to exceed ninety (90) days by written notice to the other (such date, as may be so extended, the "Outside Date"); provided, further, that the right to terminate this Agreement under this Section 6.1(e) or extend the Outside Date shall not be available to any Party if the failure of the Closing to occur by the Outside Date shall have been caused by, or resulted from, the failure of such Party to perform or observe the covenants and agreements of such Party set forth in this Agreement or a breach of such Party's representations and warranties set forth in this Agreement.

Section 6.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 6.1, this Agreement shall become void and of no effect without liability of any Party (or any of its directors, officers, employees, stockholders, Affiliates, agents, successors or assigns) to the other Parties, provided that no such termination (nor any provision of this Agreement) shall relieve any Party from liability for any damages for fraud or for intentional breach of any covenant or agreement hereunder. The provisions of this Section 6.2, Section 4.1, Article 7 and Article 8 shall survive any termination hereof pursuant to Section 6.1.

ARTICLE 7

Definitions

Section 7.1 Certain Terms. The following terms have the meanings given to them below:

"Action" means any claim, action, suit, proceeding, arbitration, mediation or investigation by or before any Governmental Authority.

"Affiliate" means with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; provided, that, except as otherwise specified in this Agreement, none of Starz, Liberty Media Corporation, Liberty Interactive Corporation, Liberty TripAdvisor Holdings, Inc., Liberty Broadband Corporation, Liberty Global PLC, Discovery Communications, Inc. or any of their respective Affiliates will be treated as Affiliates of any Stockholder or any Affiliate of any Stockholder for any purpose hereunder; and provided, further, that none of MHR Advisors LLC, MHR Institutional Advisors II LLC, MHR Institutional Advisors III LLC, MHR Capital Partners Master Account LP, MHR Capital Partners (100) LP, MHR Institutional Partners II LP, MHR Institutional Partners IIA LP, MHR Institutional Partners III LP, MHRC LLC, MHRC II LLC, MHR Fund Management LLC, MHR Holdings LLC, Mark H. Rachesky, M.D. or any of their respective Affiliates will be treated as Affiliates of Lionsgate or Purchaser or any of their Subsidiaries or any of their respective Affiliates for any purpose hereunder. In the case of individual Stockholder, such Stockholder's Affiliates shall include members of such Stockholder's immediate family.

"Business Day" means any day that is not (i) a Saturday, (ii) a Sunday or (iii) any other day on which commercial banks are authorized or required by law to be closed in the City of New York.

"Competition Laws" means Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or lessening of competition through merger or acquisition or restraint of trade.

"Exchange Approval Meeting" means the Parent Stockholders' Meeting as defined in the Merger Agreement or, if the Parent Stockholders' Meeting is not held, the Stockholders' Meeting.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any court, tribunal or arbitrator and any self-regulatory organization.

"Laws" means any statute, law, ordinance, rule or regulation (domestic or foreign) issued, promulgated or entered into by or with any Governmental Authority.

"NYSE" means the New York Stock Exchange.

"Order" means any judgment, order, writ, award, preliminary or permanent injunction or decree of any Governmental Authority.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

"Third Party" means, with respect to Purchaser, any Person who is not an Affiliate of such Purchaser.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Starz Exchange Shares or Lionsgate Exchange Shares, as applicable, owned by a Person or any interest (including but not limited to a beneficial interest) in any Starz Exchange Shares or Lionsgate Exchange Shares, as applicable, owned by a Person.

Section 7.2 Construction. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "Party" or "Parties" shall refer to parties to this Agreement. The headings of Articles and Sections in this Agreement and the captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections and Exhibits are to Articles, Sections and Exhibits of this Agreement unless otherwise specified. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized term used in any Exhibit but not otherwise defined therein shall have the meaning given to such term in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include,"

"includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. Unless the context otherwise requires (i) "or" is disjunctive but not necessarily exclusive and (ii) the use in this Agreement of a pronoun in reference to a party hereto includes the masculine, feminine or neuter, as the context may require. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any reference in this Agreement to Dollars or $ shall mean U.S. dollars. Any reference to "days" means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

ARTICLE 8

Miscellaneous

Section 8.1 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile or e-mail or (b) on the first Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided, that should any such delivery be made by facsimile or e-mail, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to a Stockholder: at the address of such Stockholder set forth on Schedule 1

with a copy to (which shall not constitute notice):

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Facsimile: 303 298-0940
Attention: Steven D. Miller

if to Lionsgate or Purchaser:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, California 90404
Facsimile: 310-496-1359
Attention: Wayne Levin
Email: wlevin@lionsgate.com

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: 212 403-2000
Attention: David E. Shapiro
Gordon S. Moodie
Email: DEShapiro@wlrk.com
GSMoodie@wlrk.com

Section 8.2 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

Section 8.3 Amendment; Waiver. This Agreement may be amended or supplemented at any time by additional written agreements signed by, or on behalf of each of the Parties and by Starz provided that, in the case of Starz, such amendment will be subject to approval by a majority of the independent directors of Starz (as independence is determined under the rules of The Nasdaq Stock Market). This Agreement may not be amended, modified or supplemented in any manner, and waivers of or consents to departures from the provisions hereof may not be given, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of (i) each of the Parties and (ii) Starz provided that, in the case of Starz, such amendment will be subject to approval by a majority of the independent directors of Starz (as independence is determined under the rules of The Nasdaq Stock Market). No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 8.4 Expenses. Purchaser shall pay (i) up to an amount equal to $1,600,000.00, minus all amounts reimbursed pursuant to Section 8(j) of the Voting Agreement, for reasonable out-of-pocket costs and expenses incurred by the Stockholders, including the reasonable fees, charges and disbursements of counsel for the Stockholders in connection with the preparation, negotiation, execution and delivery of this Agreement and (ii) any required filing fee in connection with the filings described in Section 4.2(a)(i). Except as otherwise provided herein, all costs, fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, whether or not consummated, shall be paid by the party incurring such cost or expense.

Section 8.5 Governing Law. All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws.

Section 8.6 Entire Agreement; Third Party Beneficiaries. This Agreement (including the schedules and exhibits thereto and other documents and the instruments referred to herein) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and neither party is relying on any other oral or written representation, agreement or understanding and no party makes any express or implied representation or warranty in connection with the transactions contemplated by this Agreement other than as set forth in this Agreement. This Agreement is not intended to confer upon any Person other than the parties hereto and Starz, any rights or remedies. The Parties hereby acknowledge and agree that Starz is an express third party beneficiary of this Agreement, including, without limitation, Section 8.3, this Section 8.6, and the definition of Specified Termination Event, and the Parties shall not waive or amend such provisions without the express written consent of Starz, which may be withheld in Starz's sole discretion (as determined by the act of a majority of the independent directors of the Company (as independence is determined under the rules of The Nasdaq Stock Market)).

Section 8.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

Section 8.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by any of the Parties hereto without the prior written consent of the other Parties; provided that this Agreement and the obligations hereunder shall be binding upon any Person to whom record or beneficial ownership of any Starz Exchange Shares shall pass by operation of law or otherwise, including to the extent applicable, any Stockholder's heirs, guardians, administrators or successors (and any such Person shall agree to be bound by this Agreement).

Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 8.9 Specific Performance. The Parties agree that irreparable damage would occur to the Parties hereto, as well as Starz as an express third party beneficiary hereof, if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties, as well as Starz as an express third party beneficiary hereof, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court specified in Section 8.12, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.10 Failure or Delay Not Waiver; Remedies Cumulative. No failure or delay on the part of any Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 8.11 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HERBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

Section 8.12 Consent to Jurisdiction. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware (or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Delaware) in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than such court.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

ORION ARM ACQUISITION INC.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: President, General Counsel and Secretary

[Signature Page to Stock Exchange Agreement]

JOHN C. MALONE

/s/ John C. Malone
John C. Malone

LESLIE MALONE

/s/ Leslie Malone
Leslie Malone

[Signature Page to Stock Exchange Agreement]

THE TRACY L. NEAL TRUST A

By: /s/ David Thomas III
Name: David Thomas III
Title: Trustee

THE EVAN D. MALONE TRUST A

By: /s/ David Thomas III
Name: David Thomas III
Title: Trustee

[Signature Page to Stock Exchange Agreement]

ROBERT R. BENNETT

/s/ Robert R. Bennett
Robert R. Bennett

DEBORAH J. BENNETT

/s/ Deborah J. Bennett
Deborah J. Bennett

HILLTOP INVESTMENTS, LLC

By: /s/ Robert R. Bennett
Name: Robert R. Bennett
Title: Manager

[Signature Page to Stock Exchange Agreement]

Schedule 1

Stockholder	Starz Series B Common Stock
John C. Malone 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	5,832,020
Leslie Malone 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	230,564
The Tracy L. Neal Trust A Attn: David Thomas, III, Trustee 8400 East Prentice Avenue, Suite 1500 Greenwood Village, CO 80111	52,508
The Evan D. Malone Trust A Attn: David Thomas, III, Trustee 8400 East Prentice Avenue, Suite 1500 Greenwood Village, CO 80111	71,637
Robert R. and Deborah J. Bennett 10900 Hilltop Road Parker, CO 80134	658,392
Hilltop Investments, LLC 10900 Hilltop Road Parker, CO 80134	19,623

Schedule 2

Stockholder	Lionsgate Common Stock
The Malone Family Land Preservation Foundation 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	250,000
The Malone Family Foundation 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	306,500
The John C. Malone June 2003 Charitable Remainder Unitrust 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	539,657
Malone Starz 2015 Charitable Remainder Unitrust 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	3,871,538

Exhibit 10.2

EXECUTION VERSION

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of June 30, 2016 (this "Agreement"), is made and entered into by and among Starz, a Delaware corporation (the "Company"), Lions Gate Entertainment Corp., a corporation organized and existing under the laws of British Columbia ("Parent"), Liberty Global Incorporated Limited, a limited company organized under the laws of England and Wales (the "Liberty Stockholder"), and Liberty Global plc, a public limited company organized under the laws of England and Wales ("Liberty Parent").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, the Company and Orion Arm Acquisition Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "Original Merger Agreement" and, as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Merger Agreement), that provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement, with the Company continuing as the surviving corporation in the Merger as a wholly owned subsidiary of Parent;

WHEREAS, the Liberty Stockholder is the owner of, and, subject to the Investor Rights Agreement (as defined below) and the Standstill Agreement (as defined below), has sole voting power over, the number of shares of Parent Common Stock set forth on Schedule A (such shares of Parent Common Stock, the "Original Shares", and together with any New Shares (as defined below), the "Subject Shares");

WHEREAS, in connection with the Merger, Parent will hold the Parent Stockholders' Meeting to approve (i) the Parent Common Stock Reorganization, (ii) the Parent Common Stock Exchange and (iii) the issuance of Parent Common Stock to holders of shares of Company Common Stock as part of the Merger Consideration (the "Merger Consideration Issuance");

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Merger Sub are entering into a Stock Exchange Agreement, dated as of June 30, 2016, with the stockholders listed on Schedule 1 thereto (as the same may be amended or supplemented, the "Exchange Agreement"), that provides, among other things, (i) for the transfer of the Starz Exchange Shares (as defined therein) from such stockholders to Parent in exchange for the Lionsgate Exchange Consideration (as defined therein) and (ii) the issuance of the Lionsgate Exchange Shares as part of the Lionsgate Exchange Consideration (the "Exchange Stock Issuance"), in each case subject to the terms and conditions of the Exchange Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Liberty Stockholder and Liberty Parent enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, each party hereto agrees as follows:

SECTION 1. Representations and Warranties of the Liberty Stockholder and Liberty Parent. Each of the Liberty Stockholder and Liberty Parent hereby represents and warrants to the Company as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability. (i) Each of the Liberty Stockholder and Liberty Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and (ii) the execution and delivery of this Agreement by each of the Liberty Stockholder and Liberty Parent, and the performance by each of the Liberty Stockholder and Liberty Parent of its obligations under this Agreement, have been duly authorized by all necessary corporate or similar action on the part of each of the Liberty Stockholder and Liberty Parent. Each of the Liberty Stockholder and Liberty Parent has all requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of the Liberty Stockholder or Liberty Parent has full power, authority and capacity to execute and deliver this Agreement on behalf of the Liberty Stockholder or Liberty Parent, as applicable, and to thereby bind the Liberty Stockholder or Liberty Parent, as applicable) and to perform its obligations hereunder. This Agreement has been duly executed and delivered by each of the Liberty Stockholder and Liberty Parent and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of each of the Liberty Stockholder and Liberty Parent, enforceable against each of the Liberty Stockholder and Liberty Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Ownership. The Liberty Stockholder is the record or beneficial owner of the number of Original Shares set forth on Schedule A, and the Liberty Stockholder's Original Shares constitute all of the shares of Parent Common Stock owned by the Liberty Stockholder. Except (w) as set forth in Sections 3 and 4 of this Agreement, (x) pursuant to the Investor Rights Agreement, dated as of November 10, 2015, among MHR Fund Management, LLC, the Liberty Stockholder, Discovery Lightning Investments Ltd., Parent, Liberty Parent, Discovery Communications, Inc. and the other parties thereto (the "Investor Rights Agreement"), (y) pursuant to the Voting and Standstill Agreement, dated as of November 10, 2015, among Parent, the Liberty Stockholder, Discovery Lightning Investments Ltd., John C. Malone, MHR Fund Management, LLC, Liberty Parent, Discovery Communications, Inc. and the Mammoth Funds (as defined therein) (the "Standstill Agreement") and (z) in connection with any Hedging Transaction or Financing Transaction (each as defined in the Investor Rights Agreement), the Liberty Stockholder has the power to vote, or direct the voting of, all of the Original Shares, and none of the Liberty Stockholder's Original Shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Liberty Stockholder's Original Shares. The Liberty Stockholder does not own (1) any shares of capital stock of Parent other than the Original Shares or (2) any option, warrant, call or other right to acquire or receive capital stock or other equity or voting interests in Parent (other than preemptive rights under the Investor Rights Agreement).

SECTION 2. Representations and Warranties of the Company and Parent.

(a) The Company hereby represents and warrants to each of the Liberty Stockholder and Liberty Parent as follows: (i) the Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) the Company has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of the Company has full power, authority and capacity to execute and deliver this Agreement on behalf of the Company and to thereby bind the Company) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by the Company, and the performance of the Company of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of the Company, and (iv) this Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Parent hereby represents and warrants to each of the Liberty Stockholder and Liberty Parent as follows: (i) Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) Parent has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of Parent has full power, authority and capacity to execute and deliver this Agreement on behalf of Parent and to thereby bind Parent) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by Parent, and the performance of Parent of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of Parent, and (iv) this Agreement has been duly executed and delivered by Parent and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

SECTION 3. Covenants of the Liberty Stockholder and Liberty Parent. Each of the Liberty Stockholder and Liberty Parent covenants and agrees as follows:

(a) At any meeting of the stockholders of Parent called to vote upon the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance, or at any postponement or adjournment thereof permitted by the Merger Agreement, the Liberty Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of the Liberty Stockholder's Subject Shares in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance; provided that, in each case, the Merger Agreement shall not have been amended, and no provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Merger Consideration (as defined in the Merger Agreement) payable under the Merger Agreement, (ii) amends the conditions precedent set forth in Article VI of the Merger Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Merger, the Parent Common Stock Reorganization or the

Parent Common Stock Exchange, (iii) amends Exhibits A-1, A-2, A-3, A-4 or A-5 to the Merger Agreement, (iv) amends the definition of "Company Material Adverse Effect" or "Parent Material Adverse Effect" set forth in the Merger Agreement, (v) amends any provision of the Merger Agreement in any other material manner, or (vi) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(vi), a "Fundamental Merger Amendment"), in each case without the prior written consent of the Liberty Stockholder, and no Fundamental Exchange Amendment shall have occurred.

(b) At any meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, or at any postponement or adjournment thereof, as permitted by the Exchange Agreement, the Liberty Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of the Liberty Stockholder's Subject Shares in favor of the Exchange Stock Issuance, provided, that in each case, the Exchange Agreement shall not have been amended, and no provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Lionsgate Exchange Consideration or the Lionsgate Alternate Cash Consideration (as such terms are defined in the Exchange Agreement) payable under the Exchange Agreement, (ii) amends the conditions precedent set forth in Article V of the Exchange Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Exchange, (iii) amends any provision of the Exchange Agreement in any other material manner or (iv) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(iv), a "Fundamental Exchange Amendment"), in each case without the prior written consent of the Liberty Stockholder, and no Fundamental Merger Amendment shall have occurred.

(c) At any meeting of the stockholders of Parent or at any postponement or adjournment thereof or in any other circumstances upon which a vote, adoption or other approval of Parent's stockholders is sought, the Liberty Stockholder shall vote (or cause to be voted) all of the Liberty Stockholder's Subject Shares against each of the following: (i) any Alternative Parent Transaction Proposal or any agreement relating thereto and (ii) any amendment of the Articles of Parent (other than pursuant the Merger Agreement) or any other proposal, action, agreement or transaction, which, in the case of this clause (ii), would reasonably be expected to (A) result in a breach of any covenant, agreement, obligation, representation or warranty of Parent contained in the Merger Agreement (provided that the Company has advised the Liberty Stockholder of such asserted breach in writing at least three Business Days prior to the applicable vote) or of the Liberty Stockholder contained in this Agreement, (B) prevent, impede, interfere with, delay, discourage or adversely affect the consummation of the transactions contemplated by the Merger Agreement, or (C) change in any manner (other than as contemplated by the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance) the voting rights of the Parent Common Stock (the matters described in clauses (i) and (ii), collectively, the "Vote-Down Matters"). For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit the Liberty Stockholder from voting any Subject Shares (x) in a manner required by the Investor Rights Agreement or the Standstill Agreement or (y) in favor of any vote, adoption or other approval permitting the Liberty Stockholder and/or its Affiliates to participate in any equity or debt financing of Parent (including the exercise of their preemptive rights under the Investor Rights Agreement).

(d) Liberty Parent shall not, nor shall it authorize or permit any of its Controlled Affiliates (as defined below) or its and their directors, officers or employees to, directly or indirectly, (i) solicit, initiate or knowingly facilitate (including by way of furnishing information), induce or knowingly encourage any inquiries or the making of any proposal or offer (including any proposal or offer to the Parent Stockholders) that constitutes or would reasonably be expected to lead to an Alternative Parent Transaction Proposal, or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Parent Transaction Proposal. Liberty Parent shall, and shall cause its Controlled Affiliates and its and their directors, officers and employees to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Person with respect to any Alternative Parent Transaction Proposal. Liberty Parent shall use commercially reasonable efforts to cause the financial advisors, legal counsel and other representatives of Liberty Parent and its Controlled Affiliates to comply with this Section 3(d).

(e) The Liberty Stockholder shall not, and shall not commit or agree to, directly or indirectly, (i) sell, transfer, pledge, encumber, exchange, assign, tender or otherwise dispose of (collectively, "Transfer"), or consent to or permit any Transfer of, any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, or enter into any Contract, option, call or other arrangement with respect to the Transfer (including any profit-sharing or other derivative arrangement) of any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, to any Person, unless in each case prior to any such Transfer (or execution of any such Contract or other arrangement) the proposed transferee of the Liberty Stockholder's Subject Shares or rights agrees in writing to be bound to the Liberty Stockholder's obligations hereunder with respect to the applicable Subject Shares or rights, (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any Subject Shares or rights to acquire any securities or equity interests of Parent, other than this Agreement or (iii) take any other action that would reasonably be expected to prevent or materially impair or delay the performance by the Liberty Stockholder of its obligations hereunder. Nothing in this Agreement shall be deemed to prohibit the Subject Shares from being subject to customary liens resulting from the Subject Shares being held in brokerage or custodial accounts. Notwithstanding the foregoing, "Transfer" shall exclude, however, with respect to any Subject Shares, the entry into or performance of any Hedging Transaction or Financing Transaction in respect of such Subject Shares and any payment or settlement thereunder (including, following the first anniversary of November 10, 2015, physical settlement) the granting of any lien, pledge, security interest, or other encumbrance in or on such Subject Shares to a Hedging Counterparty or Financing Counterparty in connection with any Hedging Transaction or Financing Transaction, the rehypothecation of any Subject Shares by the Hedging Counterparty or Financing Counterparty in connection with a Hedging Transaction or Financing Transaction, and any transfer to, by or at the request of such Hedging Counterparty or Financing Counterparty in connection with an exercise of remedies by the Hedging Counterparty or Financing Counterparty under such Hedging Transaction or Financing Transaction (but, for the avoidance of doubt, "Transfer" shall include any delivery of Subject Shares in respect of the settlement, termination or cancellation of a Hedging Transaction or Financing Transaction occurring prior to the first anniversary of November 10, 2015 other than in connection with the exercise of remedies by a Hedging Counterparty or Financing Counterparty).

(f) The Liberty Stockholder hereby agrees that, in the event (i) of any stock or extraordinary dividend or other distribution, stock split, reverse stock split, recapitalization, reclassification, reorganization, combination or other like change of or affecting the Subject Shares (including the Parent Common Stock Reorganization and the Parent Common Stock Exchange) or (ii) that the Liberty Stockholder acquires the right to vote, or direct the voting of, any shares of capital stock of Parent, in each case after the execution of this Agreement (including by conversion, operation of Law or otherwise) (collectively, the "New Shares"), such New Shares shall constitute Subject Shares and be subject to the applicable terms of this Agreement, including all covenants, agreements, obligations, representations and warranties set forth herein. This Agreement and the obligations hereunder shall be binding upon any Person to which record or beneficial ownership of the Liberty Stockholder's Subject Shares shall pass, whether by operation of Law or otherwise, including to the extent applicable, the Liberty Stockholder's successors.

(g) Notwithstanding anything to the contrary contained herein, the Liberty Stockholder and Liberty Parent are entering into this Agreement solely in their capacity as owner of the Liberty Stockholder's Subject Shares and the parent of such owner, respectively, and nothing herein is intended to or shall limit, affect or restrict any director or officer of Parent (including any appointee or representative of Liberty Parent or any of its Affiliates to the board of directors of Parent (including pursuant to the Investor Rights Agreement)) in his or her capacity as a director or officer of Parent or any of its Subsidiaries (including voting on matters put to such board or any committee thereof, influencing officers, employees, agents, management or the other directors of Parent or any of its Subsidiaries and taking any action or making any statement at any meeting of such board or any committee thereof) or in the exercise of his or her fiduciary duties as a director or officer of Parent or any of its Subsidiaries.

(h) For the avoidance of doubt, other than with respect to the Merger Consideration Issuance or the Exchange Stock Issuance, nothing in this Agreement shall be deemed to require the Liberty Stockholder to vote in favor of, or to prohibit the Liberty Stockholder from taking any action that adversely effects, any issuance of securities by Parent or any of its Subsidiaries (including any equity financing in furtherance of the transactions contemplated by the Merger Agreement), including in connection with any proposal combined with any proposal to approve the Merger Consideration Issuance or the Exchange Stock Issuance.

SECTION 4. Grant of Irrevocable Proxy; Appointment of Proxy and Attorney-in-Fact. (a) The Liberty Stockholder hereby irrevocably grants to, and appoints, the Company and any other individual designated in writing by the Company, and each of them individually, the Liberty Stockholder's proxy and attorney-in-fact (with full power of substitution and re-substitution and coupled with an interest), for and in the name, place and stead of the Liberty Stockholder, to vote all of the Liberty Stockholder's Subject Shares at any meeting of stockholders of Parent (including any Parent Stockholders' Meeting) or any adjournment or postponement thereof, (i) in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange, the Merger Consideration Issuance and each of the other transactions contemplated by the Merger Agreement (including the Parent Stockholder Approvals) in accordance with the terms of Section 3(a) of this Agreement, (ii) in favor of the Exchange Stock Issuance in accordance with the terms of Section 3(b) of this Agreement and (iii) against any Vote-Down Matter in accordance with the terms of Section 3(c) of this Agreement. The proxy and attorney-in-fact granted in this Section 4 shall expire upon the termination of this Agreement.

(b) The Liberty Stockholder represents that any proxies heretofore given in respect of the Liberty Stockholder's Subject Shares are not irrevocable, and that all such proxies are hereby revoked.

(c) The Liberty Stockholder hereby affirms that the irrevocable proxy and attorney-in-fact set forth in this Section 4 is given in connection with the Company entering into the Merger Agreement and that such irrevocable proxy and attorney-in-fact is given to secure the performance of the duties of the Liberty Stockholder under this Agreement. The Liberty Stockholder hereby further affirms that the irrevocable proxy and attorney-in-fact is coupled with an interest and may under no circumstances be revoked. The Liberty Stockholder hereby ratifies and confirms all that such irrevocable proxy and attorney-in-fact may lawfully do or cause to be done by virtue of the authority granted pursuant to this Agreement. Each such irrevocable proxy and attorney-in-fact is executed and intended to be irrevocable with the same effect as under the provisions of Section 212(e) of the DGCL.

SECTION 5. Further Assurances. The Liberty Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Company may reasonably request for the purpose of effectuating the matters covered by this Agreement.

SECTION 6. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the parties hereto without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 7. Termination. This Agreement shall, (i) with respect to Section 3, other than Sections 3(b), 3(e), 3(f), 3(g) and 3(h), terminate upon the earliest of (a) immediately following the Parent Stockholders' Meeting duly convened and at which the Parent Stockholder Approvals have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (b) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, and at which such matters have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (c) the termination of the Merger Agreement in accordance with its terms (the "Merger Agreement Termination"), and (d) the entry into any Fundamental Merger Amendment or Fundamental Exchange Amendment without the prior written consent of the Liberty Stockholder, (ii) as to Section 3(b), terminate upon the earlier of (a) the termination of the Exchange Agreement in accordance with its terms, (b) immediately following the consummation of the Merger, and (c) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, and at which such matters have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Exchange Agreement or the Merger Agreement, immediately following the final adjournment thereof), and (iii) terminate in full upon the later of the terminations described in clauses (i) and (ii); provided that, in each case, Section 6 and Sections 7 through 9 shall survive any such termination. Notwithstanding the foregoing, the Company shall cease to have any rights hereunder from and after

the earlier of (x) the Merger Agreement Termination, and (y) the completion of the events described in Section 7(i)(a) hereof.

SECTION 8. Parent Undertaking. In consideration of the Liberty Stockholder's and Liberty Parent's willingness to execute this Agreement, Parent hereby agrees with each of the Liberty Stockholder and Liberty Parent that (a) Parent will take all such steps as may be necessary or desirable (to the extent permitted under applicable Law) to exempt from Section 16(a) and Section 16(b) of the Exchange Act any acquisitions or dispositions of Company Securities (as defined in the Investor Rights Agreement) or rights related thereto by the Liberty Stockholder and its Affiliates (as defined in the Investor Rights Agreement) in connection with the Parent Common Stock Reorganization, the Parent Common Stock Exchange and any issuance of Company Securities contemplated by the Merger Agreement or the Exchange Agreement or any issuance of New Issue Securities (as defined in the Investor Rights Agreement); and (b) the amendment to the Investor Rights Agreement being entered into concurrently herewith is a material inducement to each of the Liberty Stockholder's and Liberty Parent's willingness to execute, deliver and perform this Agreement.

SECTION 9. General Provisions. (a) Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

(b) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile (with confirmed transmission) prior to 5:00 p.m., local time, in the place of receipt (and otherwise on the next Business Day) or (b) on the first Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided, that should any such delivery be made by facsimile, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to the Company:

Starz
8900 Liberty Circle
Englewood, Colorado 80112
Attention: David
Weil

with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Facsimile: 212 408-2501
Attention: Renee L. Wilm

if to Parent:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Facsimile: 310-496-1359
Attention: Wayne Levin

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: 212 403-2000
Attention: David E. Shapiro
Gordon S. Moodie

if to the Liberty Stockholder or Liberty Parent:

Liberty Global plc
c/o Liberty Global, Inc.
1550 Wewatta St Suite 1000
Denver CO 80202
Facsimile: 303-220-6601
Attention: General Counsel

with a copy to (which shall not constitute notice):

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Facsimile: (646) 848-8008
Attention: Robert Katz

(c) Interpretation. When a reference is made in this Agreement to a paragraph, a Section or a Schedule, such reference shall be to a paragraph of, a Section of or a Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to

herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to a Person are also to its permitted successors and assigns. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any of the provisions of this Agreement. For purposes of this Agreement, "Controlled Affiliate" means, with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, is controlled by such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

(e) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and no party is relying on any other oral or written representation, agreement or understanding and no party makes any express or implied representation or warranty in connection with the transactions contemplated by this Agreement other than as set forth in this Agreement and (ii) is not intended to confer upon any Person other than the parties any rights or remedies.

(f) Governing Law; Consent to Jurisdiction; Venue.

(i) This Agreement and all disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws.

(ii) The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that

it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 9(b) shall be deemed effective service of process on such party.

(g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(h) Specific Performance. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity.

(i) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j) Hedging Transactions and Financing Transactions.

(i) No provision of this Agreement shall be binding on any Person solely because such Person is:

(1) a Hedging Counterparty;

(2) a holder of Subject Shares as a result of the rehypothecation of Subject Shares by a Hedging Counterparty or Financing Counterparty; or

(3) a transferee of Subject Shares pursuant to settlement under, or pursuant to default rights or the exercise of remedies by a Hedging Counterparty or Financing Counterparty in connection with, any Hedging Transaction or Financing Transaction.

(ii) No provision of this Agreement shall prohibit any Person from entering into, performing or settling Hedging Transactions or Financing Transactions in relation to any Subject Shares, or granting liens and other security interests in connection therewith, from exercising remedies thereunder, or from permitting a Hedging Counterparty or a Financing Counterparty to rehypothecate Subject Shares in connection with a Hedging Transaction or Financing Transaction nor shall any of the foregoing described in this Section 9(j) be deemed, in and of itself, a violation of this Agreement.

(iii) As used in this Agreement, the terms Hedging Transaction, Financing Transaction, Hedging Counterparty and Financing Counterparty shall each have the meaning assigned to such term in the Investor Rights Agreement.

(iv) Notwithstanding anything to the contrary in this Agreement, this Agreement is subject in all respects to (1) the Liberty Stockholder's obligations under the pledge agreement, dated as of November 12, 2015, between the Liberty Stockholder and Bank of America N.A., and (2) any Hedging Transaction or Financing Transaction and any pledge, security, custody or other agreement entered into in connection therewith.

(k) Indemnification.

(i) Parent (the "Indemnifying Party") covenants and agrees, on the terms and subject to the limitations set forth in this Agreement, to indemnify and hold harmless Liberty Parent and each of its Controlled Affiliates and each of their respective representatives and advisors (each, an "Indemnified Party"), from and against any and all Losses incurred in connection with, arising out of or resulting from any claims, demands, actions, proceedings or investigations (collectively, "Actions") relating to the transactions contemplated by the Merger Agreement, this Agreement or the Exchange Agreement (including any Actions brought by any of the stockholders, directors, officers or employees of Parent or the Company relating thereto). For purposes of this Section 9(k), "Losses" means any loss (including disgorgement of consideration), liability, cost, damage or expense (including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts) related to an Action for which an Indemnified Party is entitled to indemnification pursuant to this Agreement; provided, however, that any diminution in value of the capital stock of Parent shall not constitute a Loss.

(ii) Notwithstanding anything herein to the contrary, the Indemnifying Party will not be obligated to provide an indemnity hereunder to any Indemnified Party with respect to any Losses which (x) result from such Indemnified Party's intentional misconduct or gross negligence or (y) result primarily from any breach of any representation and warranty of such Indemnified Party contained in this Agreement or any breach of any covenant or agreement made or to be performed by such Indemnified Party under this Agreement.

(iii) The Indemnifying Party will indemnify the Indemnified Parties pursuant to this Section 9(k) regardless of whether such Losses are incurred prior to or after the Effective Time. The indemnification provided pursuant to this Section 9(k) is in addition to, and not in derogation of, any other rights an Indemnified Party may have under applicable law, the certificate of incorporation or bylaws of Parent, or

pursuant to any contract, agreement or arrangement; provided, however, that Losses will not be duplicated.

(iv) Promptly after the receipt by any Indemnified Party of notice of any Action that is or may be subject to indemnification hereunder (each, an "Indemnifiable Claim") (and in no event more than ten Business Days after the Indemnified Party's receipt of written notice of such Indemnifiable Claim), such Indemnified Party shall give written notice thereof to the Indemnifying Party, which notice will include, to the extent known, the basis for such Indemnifiable Claim and copies of any pleadings or written demands relating to such Indemnifiable Claim and, promptly following request therefor, shall provide any additional information in respect thereof that the Indemnifying Party may reasonably request; provided, however, that (x) any delay in giving or failure to give such notice will not affect the obligations of the Indemnifying Party hereunder except to the extent the Indemnifying Party is actually prejudiced as a result of such delay in or failure to notify and (y) no such notice shall be required to be given to the Indemnifying Party to the extent that the Indemnifying Party or any of its respective Affiliates is a party to any such Indemnifiable Claim.

(v) Subject to Section 9(k)(vi) and Section 9(k)(vii), the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of any Indemnifiable Claim in respect of an Action commenced or made by a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "Third Party Indemnifiable Claim") so long as, within ten calendar days after the receipt of notice of such Third Party Indemnifiable Claim from the Indemnified Party (pursuant to Section 9(k)(iv)), the Indemnifying Party: (x) delivers a written confirmation to such Indemnified Party that the indemnification provisions of Section 9(k) are applicable, subject only to the limitations set forth in this Agreement, to such Third Party Indemnifiable Claim and that the Indemnifying Party will indemnify such Indemnified Party in respect of such Third Party Indemnifiable Claim to the extent required by this Section 9(k), and (y) notifies such Indemnified Party in writing that the Indemnifying Party will assume the control of the defense thereof. Following notification to such Indemnified Party of the assumption of the defense of such Third Party Indemnifiable Claim, the Indemnifying Party shall retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such Third Party Indemnifiable Claim. If the Indemnifying Party so assumes the defense of any such Third Party Indemnifiable Claim in accordance herewith, subject to the provisions of clauses (iv) through (vi) of this Section 9(k), (A) the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of such Third Party Indemnifiable Claim and such Indemnified Party shall cooperate (subject to the Indemnifying Party's agreement to reimburse such Indemnified Party for all reasonable out-of-pocket expenses incurred by such Indemnified Party in connection with such cooperation) with the Indemnifying Parties in any manner that the Indemnifying Party reasonably may request in connection with the defense, compromise or settlement thereof (subject to the last sentence of this Section 9(k)(v)), and (B) such Indemnified Party shall have the right to employ separate counsel selected by such Indemnified Party and to participate in (but not control) the defense, compromise or settlement thereof and the Indemnifying Party shall pay the reasonable fees and expenses of one such separate counsel, and, if reasonably necessary, one local counsel. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification without the prior written consent of

the Indemnifying Party, unless the Indemnifying Party shall have failed to assume the defense thereof as contemplated in this Section 9(k)(v), in which case such Indemnified Party will be entitled to control the defense, compromise or settlement thereof at the expense of the Indemnifying Party. Without the prior written consent of each of the Indemnified Parties who are named in the Action subject to the Third Party Indemnifiable Claim (which consent shall not be unreasonably withheld, delayed or conditioned), the Indemnifying Party will not settle or compromise or consent to the entry of judgment with respect to any Indemnifiable Claim (or part thereof) unless such settlement, compromise or consent (1) includes an unconditional release of such Indemnified Parties, (2) does not include any admission of wrongdoing on the part of such Indemnified Parties and (3) does not enjoin or restrict in any way the future actions or conduct of such Indemnified Parties.

(vi) Notwithstanding Section 9(k)(v), an Indemnified Party, at the expense of the Indemnifying Party, (x) shall, subject to the last sentence of this Section 9(k)(vi), be entitled to separately control the defense, compromise or settlement of any Third Party Indemnifiable Claim as to such Indemnified Party if, in the judgment of counsel to the Indemnified Party, there exists any actual conflict of interest relating to the defense of such Action between the Indemnified Party and one or more Indemnifying Party and (y) shall be entitled to assume control of the defense, compromise and settlement of any Third Party Indemnifiable Claim as to which the Indemnifying Party has previously assumed control in the event the Indemnifying Party is not timely and diligently pursuing such defense. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any Action with respect to which it controls the defense thereof pursuant to this Section 9(k)(vi) and for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(vii) In all instances under this Section 9(k) where the Indemnifying Party has agreed to pay the fees, costs and expenses of the Indemnified Parties, such fees, costs and expenses shall be reasonable. The parties agree to cooperate and coordinate in connection with the defense, compromise or settlement of any Indemnifiable Claims.

(viii) In addition to (but without duplication of) the Indemnified Party's right to indemnification as set forth in this Section 9(k), if so requested by an Indemnified Party, the Indemnifying Party shall also advance to such Indemnified Party (within five Business Days of such request) any and all reasonable fees, costs and expenses incurred by an Indemnified Party in accordance with this Section 9(k) in connection with investigating, defending, being a witness in or participating in (including any appeal), or preparing to defend, be a witness in or participate in, any Indemnifiable Claim, including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts (an "Expense Advance").

(ix) The Liberty Stockholder agrees that it will repay Expense Advances made to it (or paid on its behalf) by the Indemnifying Party pursuant to this Section 9(k) if it is ultimately finally determined by a court of competent jurisdiction that the Liberty Stockholder is not entitled to be indemnified pursuant to this Section 9(k).

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its representative thereunto duly authorized as of the date first written above.

STARZ

By: /s/ Christopher P. Albrecht
Name: Christopher P. Albrecht
Title: Chief Executive Officer

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

LIBERTY GLOBAL INCORPORATED LIMITED

By: /s/ Jeremy Evans
Name: Jeremy Evans
Title: Director

[Liberty Stockholder Signature Page to Voting Agreement]

LIBERTY GLOBAL PLC

By: /s/ Jeremy Evans
Name: Jeremy Evans
Title: Deputy General Counsel

[Liberty Parent Signature Page to Voting Agreement]

Schedule A

Original Shares

5,000,000 shares of Parent Common Stock

Exhibit 10.3

EXECUTION VERSION

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of June 30, 2016 (this "Agreement"), is made and entered into by and among Starz, a Delaware corporation (the "Company"), Lions Gate Entertainment Corp., a corporation organized and existing under the laws of British Columbia ("Parent"), Discovery Lightning Investments Ltd., a limited company organized under the laws of England and Wales (the "Discovery Stockholder"), and Discovery Communications, Inc., a Delaware corporation ("Discovery Parent").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, the Company and Orion Arm Acquisition Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "Original Merger Agreement" and, as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Merger Agreement), that provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement, with the Company continuing as the surviving corporation in the Merger as a wholly owned subsidiary of Parent;

WHEREAS, the Discovery Stockholder is the owner of, and, subject to the Investor Rights Agreement (as defined below) and the Standstill Agreement (as defined below), has sole voting power over, the number of shares of Parent Common Stock set forth on Schedule A (such shares of Parent Common Stock, the "Original Shares", and together with any New Shares (as defined below), the "Subject Shares");

WHEREAS, in connection with the Merger, Parent will hold the Parent Stockholders' Meeting to approve (i) the Parent Common Stock Reorganization, (ii) the Parent Common Stock Exchange and (iii) the issuance of Parent Common Stock to holders of shares of Company Common Stock as part of the Merger Consideration (the "Merger Consideration Issuance");

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Merger Sub are entering into a Stock Exchange Agreement, dated as of June 30, 2016, with the stockholders listed on Schedule 1 thereto (as the same may be amended or supplemented, the "Exchange Agreement"), that provides, among other things, (i) for the transfer of the Starz Exchange Shares (as defined therein) from such stockholders to Parent in exchange for the Lionsgate Exchange Consideration (as defined therein) and (ii) the issuance of the Lionsgate Exchange Shares as part of the Lionsgate Exchange Consideration (the "Exchange Stock Issuance"), in each case subject to the terms and conditions of the Exchange Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Discovery Stockholder and Discovery Parent enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, each party hereto agrees as follows:

SECTION 1. Representations and Warranties of the Discovery Stockholder and Discovery Parent. Each of the Discovery Stockholder and Discovery Parent hereby represents and warrants to the Company as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability. (i) Each of the Discovery Stockholder and Discovery Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and (ii) the execution and delivery of this Agreement by each of the Discovery Stockholder and Discovery Parent, and the performance by each of the Discovery Stockholder and Discovery Parent of its obligations under this Agreement, have been duly authorized by all necessary corporate or similar action on the part of each of the Discovery Stockholder and Discovery Parent. Each of the Discovery Stockholder and Discovery Parent has all requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of the Discovery Stockholder or Discovery Parent has full power, authority and capacity to execute and deliver this Agreement on behalf of the Discovery Stockholder or Discovery Parent, as applicable, and to thereby bind the Discovery Stockholder or Discovery Parent, as applicable) and to perform its obligations hereunder. This Agreement has been duly executed and delivered by each of the Discovery Stockholder and Discovery Parent and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of each of the Discovery Stockholder and Discovery Parent, enforceable against each of the Discovery Stockholder and Discovery Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Ownership. The Discovery Stockholder is the record or beneficial owner of the number of Original Shares set forth on Schedule A, and the Discovery Stockholder's Original Shares constitute all of the shares of Parent Common Stock owned by the Discovery Stockholder. Except (w) as set forth in Sections 3 and 4 of this Agreement, (x) pursuant to the Investor Rights Agreement, dated as of November 10, 2015, among MHR Fund Management, LLC, Liberty Global Incorporated Limited, the Discovery Stockholder, Parent, Liberty Global plc, Discovery Parent and the other parties thereto (the "Investor Rights Agreement"), (y) pursuant to the Voting and Standstill Agreement, dated as of November 10, 2015, among Parent, Liberty Global Incorporated Limited, the Discovery Stockholder, John C. Malone, MHR Fund Management, LLC, Liberty Global plc, Discovery Parent and the Mammoth Funds (as defined therein) (the "Standstill Agreement") and (z) in connection with any Hedging Transaction or Financing Transaction (each as defined in the Investor Rights Agreement), the Discovery Stockholder has the power to vote, or direct the voting of, all of the Original Shares, and none of the Discovery Stockholder's Original Shares are subject to any voting trust or other agreement, arrangement or

restriction with respect to the voting of the Discovery Stockholder's Original Shares. The Discovery Stockholder does not own (1) any shares of capital stock of Parent other than the Original Shares or (2) any option, warrant, call or other right to acquire or receive capital stock or other equity or voting interests in Parent (other than preemptive rights under the Investor Rights Agreement).

SECTION 2. Representations and Warranties of the Company and Parent.

(a) The Company hereby represents and warrants to each of the Discovery Stockholder and Discovery Parent as follows: (i) the Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) the Company has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of the Company has full power, authority and capacity to execute and deliver this Agreement on behalf of the Company and to thereby bind the Company) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by the Company, and the performance of the Company of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of the Company, and (iv) this Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Parent hereby represents and warrants to each of the Discovery Stockholder and Discovery Parent as follows: (i) Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) Parent has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of Parent has full power, authority and capacity to execute and deliver this Agreement on behalf of Parent and to thereby bind Parent) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by Parent, and the performance of Parent of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of Parent, and (iv) this Agreement has been duly executed and delivered by Parent and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

SECTION 3. Covenants of the Discovery Stockholder and Discovery Parent. Each of the Discovery Stockholder and Discovery Parent covenants and agrees as follows:

(a) At any meeting of the stockholders of Parent called to vote upon the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance, or at any postponement or adjournment thereof permitted by the Merger Agreement, the Discovery Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote

(or cause to be voted) all of the Discovery Stockholder's Subject Shares in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance; provided that, in each case, the Merger Agreement shall not have been amended, and no provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Merger Consideration (as defined in the Merger Agreement) payable under the Merger Agreement, (ii) amends the conditions precedent set forth in Article VI of the Merger Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Merger, the Parent Common Stock Reorganization or the Parent Common Stock Exchange, (iii) amends Exhibits A-1, A-2, A-3, A-4 or A-5 to the Merger Agreement, (iv) amends the definition of "Company Material Adverse Effect" or "Parent Material Adverse Effect" set forth in the Merger Agreement, (v) amends any provision of the Merger Agreement in any other material manner, or (vi) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(vi), a "Fundamental Merger Amendment"), in each case without the prior written consent of the Discovery Stockholder, and no Fundamental Exchange Amendment shall have occurred.

(b) At any meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, or at any postponement or adjournment thereof, as permitted by the Exchange Agreement, the Discovery Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of the Discovery Stockholder's Subject Shares in favor of the Exchange Stock Issuance, provided, that in each case, the Exchange Agreement shall not have been amended, and no provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Lionsgate Exchange Consideration or the Lionsgate Alternate Cash Consideration (as such terms are defined in the Exchange Agreement) payable under the Exchange Agreement, (ii) amends the conditions precedent set forth in Article V of the Exchange Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Exchange, (iii) amends any provision of the Exchange Agreement in any other material manner or (iv) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(iv), a "Fundamental Exchange Amendment"), in each case without the prior written consent of the Discovery Stockholder, and no Fundamental Merger Amendment shall have occurred.

(c) At any meeting of the stockholders of Parent or at any postponement or adjournment thereof or in any other circumstances upon which a vote, adoption or other approval of Parent's stockholders is sought, the Discovery Stockholder shall vote (or cause to be voted) all of the Discovery Stockholder's Subject Shares against each of the following: (i) any Alternative Parent Transaction Proposal or any agreement relating thereto and (ii) any amendment of the Articles of Parent (other than pursuant the Merger Agreement) or any other proposal, action, agreement or transaction, which, in the case of this clause (ii), would reasonably be expected to (A) result in a breach of any covenant, agreement, obligation, representation or warranty of Parent contained in the Merger Agreement (provided that the Company has advised the Discovery Stockholder of such asserted breach in writing at least three Business Days prior to the applicable vote) or of the Discovery Stockholder contained in this Agreement, (B) prevent, impede,

interfere with, delay, discourage or adversely affect the consummation of the transactions contemplated by the Merger Agreement, or (C) change in any manner (other than as contemplated by the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance) the voting rights of the Parent Common Stock (the matters described in clauses (i) and (ii), collectively, the "Vote-Down Matters"). For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit the Discovery Stockholder from voting any Subject Shares (x) in a manner required by the Investor Rights Agreement or the Standstill Agreement or (y) in favor of any vote, adoption or other approval permitting the Discovery Stockholder and/or its Affiliates to participate in any equity or debt financing of Parent (including the exercise of their preemptive rights under the Investor Rights Agreement).

(d) Discovery Parent shall not, nor shall it authorize or permit any of its Controlled Affiliates (as defined below) or its and their directors, officers or employees to, directly or indirectly, (i) solicit, initiate or knowingly facilitate (including by way of furnishing information), induce or knowingly encourage any inquiries or the making of any proposal or offer (including any proposal or offer to the Parent Stockholders) that constitutes or would reasonably be expected to lead to an Alternative Parent Transaction Proposal, or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Parent Transaction Proposal. Discovery Parent shall, and shall cause its Controlled Affiliates and its and their directors, officers and employees to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Person with respect to any Alternative Parent Transaction Proposal. Discovery Parent shall use commercially reasonable efforts to cause the financial advisors, legal counsel and other representatives of Discovery Parent and its Controlled Affiliates to comply with this Section 3(d).

(e) The Discovery Stockholder shall not, and shall not commit or agree to, directly or indirectly, (i) sell, transfer, pledge, encumber, exchange, assign, tender or otherwise dispose of (collectively, "Transfer"), or consent to or permit any Transfer of, any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, or enter into any Contract, option, call or other arrangement with respect to the Transfer (including any profit-sharing or other derivative arrangement) of any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, to any Person, unless in each case prior to any such Transfer (or execution of any such Contract or other arrangement) the proposed transferee of the Discovery Stockholder's Subject Shares or rights agrees in writing to be bound to the Discovery Stockholder's obligations hereunder with respect to the applicable Subject Shares or rights, (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any Subject Shares or rights to acquire any securities or equity interests of Parent, other than this Agreement or (iii) take any other action that would reasonably be expected to prevent or materially impair or delay the performance by the Discovery Stockholder of its obligations hereunder. Nothing in this Agreement shall be deemed to prohibit the Subject Shares from being subject to customary liens resulting from the Subject Shares being held in brokerage or custodial accounts. Notwithstanding the foregoing, "Transfer" shall exclude, however, with respect to any Subject Shares, the entry into or performance of any Hedging

Transaction or Financing Transaction in respect of such Subject Shares and any payment or settlement thereunder (including, following the first anniversary of November 10, 2015, physical settlement) the granting of any lien, pledge, security interest, or other encumbrance in or on such Subject Shares to a Hedging Counterparty or Financing Counterparty in connection with any Hedging Transaction or Financing Transaction, the rehypothecation of any Subject Shares by the Hedging Counterparty or Financing Counterparty in connection with a Hedging Transaction or Financing Transaction, and any transfer to, by or at the request of such Hedging Counterparty or Financing Counterparty in connection with an exercise of remedies by the Hedging Counterparty or Financing Counterparty under such Hedging Transaction or Financing Transaction (but, for the avoidance of doubt, "Transfer" shall include any delivery of Subject Shares in respect of the settlement, termination or cancellation of a Hedging Transaction or Financing Transaction occurring prior to the first anniversary of November 10, 2015 other than in connection with the exercise of remedies by a Hedging Counterparty or Financing Counterparty).

(f) The Discovery Stockholder hereby agrees that, in the event (i) of any stock or extraordinary dividend or other distribution, stock split, reverse stock split, recapitalization, reclassification, reorganization, combination or other like change of or affecting the Subject Shares (including the Parent Common Stock Reorganization and the Parent Common Stock Exchange) or (ii) that the Discovery Stockholder acquires the right to vote, or direct the voting of, any shares of capital stock of Parent, in each case after the execution of this Agreement (including by conversion, operation of Law or otherwise) (collectively, the "New Shares"), such New Shares shall constitute Subject Shares and be subject to the applicable terms of this Agreement, including all covenants, agreements, obligations, representations and warranties set forth herein. This Agreement and the obligations hereunder shall be binding upon any Person to which record or beneficial ownership of the Discovery Stockholder's Subject Shares shall pass, whether by operation of Law or otherwise, including to the extent applicable, the Discovery Stockholder's successors.

(g) Notwithstanding anything to the contrary contained herein, the Discovery Stockholder and Discovery Parent are entering into this Agreement solely in their capacity as owner of the Discovery Stockholder's Subject Shares and the parent of such owner, respectively, and nothing herein is intended to or shall limit, affect or restrict any director or officer of Parent (including any appointee or representative of Discovery Parent or any of its Affiliates to the board of directors of Parent (including pursuant to the Investor Rights Agreement)) in his or her capacity as a director or officer of Parent or any of its Subsidiaries (including voting on matters put to such board or any committee thereof, influencing officers, employees, agents, management or the other directors of Parent or any of its Subsidiaries and taking any action or making any statement at any meeting of such board or any committee thereof) or in the exercise of his or her fiduciary duties as a director or officer of Parent or any of its Subsidiaries.

(h) For the avoidance of doubt, other than with respect to the Merger Consideration Issuance or the Exchange Stock Issuance, nothing in this Agreement shall be deemed to require the Discovery Stockholder to vote in favor of, or to prohibit the Discovery Stockholder from taking any action that adversely effects, any issuance of securities by Parent or any of its Subsidiaries (including any equity financing in furtherance of the transactions contemplated by

the Merger Agreement), including in connection with any proposal combined with any proposal to approve the Merger Consideration Issuance or the Exchange Stock Issuance.

SECTION 4. Grant of Irrevocable Proxy; Appointment of Proxy and Attorney-in-Fact. (a) The Discovery Stockholder hereby irrevocably grants to, and appoints, the Company and any other individual designated in writing by the Company, and each of them individually, the Discovery Stockholder's proxy and attorney-in-fact (with full power of substitution and re-substitution and coupled with an interest), for and in the name, place and stead of the Discovery Stockholder, to vote all of the Discovery Stockholder's Subject Shares at any meeting of stockholders of Parent (including any Parent Stockholders' Meeting) or any adjournment or postponement thereof, (i) in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange, the Merger Consideration Issuance and each of the other transactions contemplated by the Merger Agreement (including the Parent Stockholder Approvals) in accordance with the terms of Section 3(a) of this Agreement, (ii) in favor of the Exchange Stock Issuance in accordance with the terms of Section 3(b) of this Agreement and (iii) against any Vote-Down Matter in accordance with the terms of Section 3(c) of this Agreement. The proxy and attorney-in-fact granted in this Section 4 shall expire upon the termination of this Agreement.

(b) The Discovery Stockholder represents that any proxies heretofore given in respect of the Discovery Stockholder's Subject Shares are not irrevocable, and that all such proxies are hereby revoked.

(c) The Discovery Stockholder hereby affirms that the irrevocable proxy and attorney-in-fact set forth in this Section 4 is given in connection with the Company entering into the Merger Agreement and that such irrevocable proxy and attorney-in-fact is given to secure the performance of the duties of the Discovery Stockholder under this Agreement. The Discovery Stockholder hereby further affirms that the irrevocable proxy and attorney-in-fact is coupled with an interest and may under no circumstances be revoked. The Discovery Stockholder hereby ratifies and confirms all that such irrevocable proxy and attorney-in-fact may lawfully do or cause to be done by virtue of the authority granted pursuant to this Agreement. Each such irrevocable proxy and attorney-in-fact is executed and intended to be irrevocable with the same effect as under the provisions of Section 212(e) of the DGCL.

SECTION 5. Further Assurances. The Discovery Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Company may reasonably request for the purpose of effectuating the matters covered by this Agreement.

SECTION 6. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the parties hereto without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 7. Termination. This Agreement shall, (i) with respect to Section 3, other than Sections 3(b), 3(e), 3(f), 3(g) and 3(h), terminate upon the earliest of (a) immediately following the Parent Stockholders' Meeting duly convened and at which the Parent Stockholder Approvals have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (b) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, and at which such matters have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (c) the termination of the Merger Agreement in accordance with its terms (the "Merger Agreement Termination"), and (d) the entry into any Fundamental Merger Amendment or Fundamental Exchange Amendment without the prior written consent of the Discovery Stockholder, (ii) as to Section 3(b), terminate upon the earlier of (a) the termination of the Exchange Agreement in accordance with its terms, (b) immediately following the consummation of the Merger and (c) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, and at which such matters have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Exchange Agreement or the Merger Agreement, immediately following the final adjournment thereof), and (iii) terminate in full upon the later of the terminations described in clauses (i) and (ii); provided that, in each case, Section 6 and Sections 7 through 9 shall survive any such termination. Notwithstanding the foregoing, the Company shall cease to have any rights hereunder from and after the earlier of (x) the Merger Agreement Termination and (y) the completion of the events described in Section 7(i)(a) hereof.

SECTION 8. Parent Undertaking. In consideration of the Discovery Stockholder's and Discovery Parent's willingness to execute this Agreement, Parent hereby agrees with each of the Discovery Stockholder and Discovery Parent that (a) Parent will take all such steps as may be necessary or desirable (to the extent permitted under applicable Law) to exempt from Section 16(a) and Section 16(b) of the Exchange Act any acquisitions or dispositions of Company Securities (as defined in the Investor Rights Agreement) or rights related thereto by the Discovery Stockholder and its Affiliates (as defined in the Investor Rights Agreement) in connection with the Parent Common Stock Reorganization, the Parent Common Stock Exchange and any issuance of Company Securities contemplated by the Merger Agreement or the Exchange Agreement or any issuance of New Issue Securities (as defined in the Investor Rights Agreement); and (b) the amendment to the Investor Rights Agreement being entered into concurrently herewith is a material inducement to each of the Discovery Stockholder's and Discovery Parent's willingness to execute, deliver and perform this Agreement.

SECTION 9. General Provisions. (a) Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

(b) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile (with confirmed transmission) prior to 5:00 p.m., local

time, in the place of receipt (and otherwise on the next Business Day) or (b) on the first Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided, that should any such delivery be made by facsimile, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to the Company:

Starz
8900 Liberty Circle
Englewood, Colorado 80112
Attention: David Weil

with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Facsimile: 212 408-2501
Attention: Renee L. Wilm

if to Parent:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Facsimile: 310-496-1359
Attention: Wayne Levin

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: 212 403-2000
Attention: David E. Shapiro
Gordon S. Moodie

if to the Discovery Stockholders:

Discovery Lightning Investments, Ltd
Chiswick Park Building 2
566 Chiswick High Road
London W4 5YB
Facsimile: +44 20 8811 3310
Attention: General Counsel

with a copy to (which shall not constitute notice):

Debevoise & Plimpton LLP
919 3rd Ave
New York, NY 10022
Facsimile: (212) 909-6836
Attention: Jonathan Levitsky

(c) Interpretation. When a reference is made in this Agreement to a paragraph, a Section or a Schedule, such reference shall be to a paragraph of, a Section of or a Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to a Person are also to its permitted successors and assigns. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any of the provisions of this Agreement. For purposes of this Agreement, "Controlled Affiliate" means, with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, is controlled by such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective

when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

(e) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and no party is relying on any other oral or written representation, agreement or understanding and no party makes any express or implied representation or warranty in connection with the transactions contemplated by this Agreement other than as set forth in this Agreement and (ii) is not intended to confer upon any Person other than the parties any rights or remedies.

(f) Governing Law; Consent to Jurisdiction; Venue.

(i) This Agreement and all disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws.

(ii) The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 9(b) shall be deemed effective service of process on such party.

(g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by

the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(h) Specific Performance. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity.

(i) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j) Hedging Transactions and Financing Transactions.

(i) No provision of this Agreement shall be binding on any Person solely because such Person is:

(1) a Hedging Counterparty;

(2) a holder of Subject Shares as a result of the rehypothecation of Subject Shares by a Hedging Counterparty or Financing Counterparty; or

(3) a transferee of Subject Shares pursuant to settlement under, or pursuant to default rights or the exercise of remedies by a Hedging Counterparty or Financing Counterparty in connection with, any Hedging Transaction or Financing Transaction.

(ii) No provision of this Agreement shall prohibit any Person from entering into, performing or settling Hedging Transactions or Financing Transactions in relation to any Subject Shares, or granting liens and other security interests in connection therewith, from exercising remedies thereunder, or from permitting a Hedging Counterparty or a Financing Counterparty to rehypothecate Subject Shares in connection with a Hedging Transaction or Financing Transaction nor shall any of the foregoing described in this Section 9(j) be deemed, in and of itself, a violation of this Agreement.

(iii) As used in this Agreement, the terms Hedging Transaction, Financing Transaction, Hedging Counterparty and Financing Counterparty shall each have the meaning assigned to such term in the Investor Rights Agreement.

(iv) Notwithstanding anything to the contrary in this Agreement, this Agreement is subject in all respects to (1) the Discovery Stockholder's obligations under the pledge agreement, dated as of November 12, 2015, between the Discovery Stockholder and Bank of America N.A., and (2) any Hedging Transaction or Financing Transaction and any pledge, security, custody or other agreement entered into in connection therewith.

(k) Indemnification.

(i) Parent (the "Indemnifying Party") covenants and agrees, on the terms and subject to the limitations set forth in this Agreement, to indemnify and hold harmless Discovery Parent and each of its Controlled Affiliates and each of their respective representatives and advisors (each, an "Indemnified Party"), from and against any and all Losses incurred in connection with, arising out of or resulting from any claims, demands, actions, proceedings or investigations (collectively, "Actions") relating to the transactions contemplated by the Merger Agreement, this Agreement or the Exchange Agreement (including any Actions brought by any of the stockholders, directors, officers or employees of Parent or the Company relating thereto). For purposes of this Section 9(k), "Losses" means any loss (including disgorgement of consideration), liability, cost, damage or expense (including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts) related to an Action for which an Indemnified Party is entitled to indemnification pursuant to this Agreement; provided, however, that any diminution in value of the capital stock of Parent shall not constitute a Loss.

(ii) Notwithstanding anything herein to the contrary, the Indemnifying Party will not be obligated to provide an indemnity hereunder to any Indemnified Party with respect to any Losses which (x) result from such Indemnified Party's intentional misconduct or gross negligence or (y) result primarily from any breach of any representation and warranty of such Indemnified Party contained in this Agreement or any breach of any covenant or agreement made or to be performed by such Indemnified Party under this Agreement.

(iii) The Indemnifying Party will indemnify the Indemnified Parties pursuant to this Section 9(k) regardless of whether such Losses are incurred prior to or after the Effective Time. The indemnification provided pursuant to this Section 9(k) is in addition to, and not in derogation of, any other rights an Indemnified Party may have under applicable law, the certificate of incorporation or bylaws of Parent, or pursuant to any contract, agreement or arrangement; provided, however, that Losses will not be duplicated.

(iv) Promptly after the receipt by any Indemnified Party of notice of any Action that is or may be subject to indemnification hereunder (each, an "Indemnifiable Claim") (and in no event more than ten Business Days after the Indemnified Party's receipt of

written notice of such Indemnifiable Claim), such Indemnified Party shall give written notice thereof to the Indemnifying Party, which notice will include, to the extent known, the basis for such Indemnifiable Claim and copies of any pleadings or written demands relating to such Indemnifiable Claim and, promptly following request therefor, shall provide any additional information in respect thereof that the Indemnifying Party may reasonably request; provided, however, that (x) any delay in giving or failure to give such notice will not affect the obligations of the Indemnifying Party hereunder except to the extent the Indemnifying Party is actually prejudiced as a result of such delay in or failure to notify and (y) no such notice shall be required to be given to the Indemnifying Party to the extent that the Indemnifying Party or any of its respective Affiliates is a party to any such Indemnifiable Claim.

(v) Subject to Section 9(k)(vi) and Section 9(k)(vii), the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of any Indemnifiable Claim in respect of an Action commenced or made by a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "Third Party Indemnifiable Claim") so long as, within ten calendar days after the receipt of notice of such Third Party Indemnifiable Claim from the Indemnified Party (pursuant to Section 9(k)(iv)), the Indemnifying Party: (x) delivers a written confirmation to such Indemnified Party that the indemnification provisions of Section 9(k) are applicable, subject only to the limitations set forth in this Agreement, to such Third Party Indemnifiable Claim and that the Indemnifying Party will indemnify such Indemnified Party in respect of such Third Party Indemnifiable Claim to the extent required by this Section 9(k), and (y) notifies such Indemnified Party in writing that the Indemnifying Party will assume the control of the defense thereof. Following notification to such Indemnified Party of the assumption of the defense of such Third Party Indemnifiable Claim, the Indemnifying Party shall retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such Third Party Indemnifiable Claim. If the Indemnifying Party so assumes the defense of any such Third Party Indemnifiable Claim in accordance herewith, subject to the provisions of clauses (iv) through (vi) of this Section 9(k), (A) the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of such Third Party Indemnifiable Claim and such Indemnified Party shall cooperate (subject to the Indemnifying Party's agreement to reimburse such Indemnified Party for all reasonable out-of-pocket expenses incurred by such Indemnified Party in connection with such cooperation) with the Indemnifying Parties in any manner that the Indemnifying Party reasonably may request in connection with the defense, compromise or settlement thereof (subject to the last sentence of this Section 9(k)(v)), and (B) such Indemnified Party shall have the right to employ separate counsel selected by such Indemnified Party and to participate in (but not control) the defense, compromise or settlement thereof and the Indemnifying Party shall pay the reasonable fees and expenses of one such separate counsel, and, if reasonably necessary, one local counsel. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed to assume the defense thereof as contemplated in this Section 9(k)(v), in which case such Indemnified Party will be entitled to control the defense, compromise or settlement thereof at the expense of the Indemnifying

Party. Without the prior written consent of each of the Indemnified Parties who are named in the Action subject to the Third Party Indemnifiable Claim (which consent shall not be unreasonably withheld, delayed or conditioned), the Indemnifying Party will not settle or compromise or consent to the entry of judgment with respect to any Indemnifiable Claim (or part thereof) unless such settlement, compromise or consent (1) includes an unconditional release of such Indemnified Parties, (2) does not include any admission of wrongdoing on the part of such Indemnified Parties and (3) does not enjoin or restrict in any way the future actions or conduct of such Indemnified Parties.

(vi) Notwithstanding Section 9(k)(v), an Indemnified Party, at the expense of the Indemnifying Party, (x) shall, subject to the last sentence of this Section 9(k)(vi), be entitled to separately control the defense, compromise or settlement of any Third Party Indemnifiable Claim as to such Indemnified Party if, in the judgment of counsel to the Indemnified Party, there exists any actual conflict of interest relating to the defense of such Action between the Indemnified Party and one or more Indemnifying Party and (y) shall be entitled to assume control of the defense, compromise and settlement of any Third Party Indemnifiable Claim as to which the Indemnifying Party has previously assumed control in the event the Indemnifying Party is not timely and diligently pursuing such defense. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any Action with respect to which it controls the defense thereof pursuant to this Section 9(k)(vi) and for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(vii) In all instances under this Section 9(k) where the Indemnifying Party has agreed to pay the fees, costs and expenses of the Indemnified Parties, such fees, costs and expenses shall be reasonable. The parties agree to cooperate and coordinate in connection with the defense, compromise or settlement of any Indemnifiable Claims.

(viii) In addition to (but without duplication of) the Indemnified Party's right to indemnification as set forth in this Section 9(k), if so requested by an Indemnified Party, the Indemnifying Party shall also advance to such Indemnified Party (within five Business Days of such request) any and all reasonable fees, costs and expenses incurred by an Indemnified Party in accordance with this Section 9(k) in connection with investigating, defending, being a witness in or participating in (including any appeal), or preparing to defend, be a witness in or participate in, any Indemnifiable Claim, including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts (an "Expense Advance").

(ix) The Discovery Stockholder agrees that it will repay Expense Advances made to it (or paid on its behalf) by the Indemnifying Party pursuant to this Section 9(k) if it is ultimately finally determined by a court of competent jurisdiction that the Discovery Stockholder is not entitled to be indemnified pursuant to this Section 9(k).

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its representative thereunto duly authorized as of the date first written above.

STARZ

By: /s/ Christopher P. Albrecht
Name: Christopher P. Albrecht
Title: Chief Executive Officer

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

DISCOVERY LIGHTNING INVESTMENTS, LTD.

By: /s/ Bruce Campbell
Name: Bruce Campbell
Title: Chief Development, Distribution and Legal Officer

[Discovery Stockholder Signature Page to Voting Agreement]

DISCOVERY COMMUNICATIONS, INC.

By: /s/ Bruce Campbell
Name: Bruce Campbell
Title: Chief Development, Distribution, and Legal Officer

Schedule A

Original Shares

5,000,000 shares of Parent Common Stock

Exhibit 10.4

EXECUTION VERSION

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of June 30, 2016 (this "Agreement"), is made and entered into by and among Starz, a Delaware corporation (the "Company"), Lions Gate Entertainment Corp., a corporation organized and existing under the laws of British Columbia ("Parent") and each of the stockholders of Parent that are listed on Schedule A hereto (each a "Stockholder" and collectively, the "Stockholders").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, the Company and Orion Arm Acquisition Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "Original Merger Agreement" and, as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Merger Agreement), that provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement, with the Company continuing as the surviving corporation in the Merger as a wholly owned subsidiary of Parent;

WHEREAS, the Stockholders are the record or beneficial owners of, and, subject to the Standstill Agreement (as defined below), have sole voting power over, the number of shares of Parent Common Stock set forth opposite each such Stockholder's name on Schedule A (such shares of Parent Common Stock, the "Original Shares", and together with any New Shares (as defined below), the "Subject Shares");

WHEREAS, in connection with the Merger, Parent will hold the Parent Stockholders' Meeting to approve (i) the Parent Common Stock Reorganization, (ii) the Parent Common Stock Exchange and (iii) the issuance of Parent Common Stock to holders of shares of Company Common Stock as part of the Merger Consideration (the "Merger Consideration Issuance");

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Merger Sub are entering into a Stock Exchange Agreement, dated as of June 30, 2016, with the stockholders listed on Schedule I thereto (as the same may be amended or supplemented, the "Exchange Agreement"), that provides, among other things, for (i) the transfer of the Starz Exchange Shares (as defined therein) from such stockholders to Parent in exchange for the Lionsgate Exchange Consideration (as defined therein) and (ii) the issuance of the Lionsgate Exchange Shares as part of the Lionsgate Exchange Consideration (the "Exchange Stock Issuance"), in each case subject to the terms and conditions of the Exchange Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholders enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, each party hereto agrees as follows:

SECTION 1. Representations and Warranties of the Stockholder. Each Stockholder hereby represents and warrants to the Company, severally and not jointly and severally, solely with respect to itself, as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability. (i) Such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, if applicable, and (ii) the execution and delivery of this Agreement by such Stockholder, and the performance by such Stockholder of its obligations under this Agreement, have been duly authorized by all necessary corporate or similar action on the part of such Stockholder, as applicable. Such Stockholder has all requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of such Stockholder has full power, authority and capacity to execute and deliver this Agreement on behalf of such Stockholder and to thereby bind such Stockholder) and to perform its obligations hereunder. This Agreement has been duly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Ownership. Such Stockholder is the record or beneficial owner of the number of Original Shares set forth opposite such Stockholder's name on Schedule A, and such Stockholder's Original Shares constitute all of the shares of Parent Common Stock owned by such Stockholder. Such Stockholder has the power to vote, or direct the voting of, all of the Original Shares owned by it, and none of such Stockholder's Original Shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such Stockholder's Original Shares, except (x) as set forth in Sections 3 and 4 of this Agreement, (y) pursuant to the Voting and Standstill Agreement, dated as of November 10, 2015, among Parent, the Liberty Stockholder, Discovery Lightning Investments Ltd., John C. Malone, MHR Fund Management, LLC, Liberty Parent, Discovery Communications, Inc. and the Mammoth Funds (as defined therein) (the "Standstill Agreement") and (z) in connection with any Hedging Transaction or Financing Transaction (each as defined in the Standstill Agreement). Such Stockholder does not own (1) any shares of capital stock of Parent other than the Original Shares or (2) any option, warrant, call or other right to acquire or receive capital stock or other equity or voting interests in Parent.

SECTION 2. Representations and Warranties of the Company and Parent.

(a) The Company hereby represents and warrants to each Stockholder as follows: (i) the Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) the Company has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of the Company has full power, authority, and capacity to execute and deliver this Agreement on behalf of the Company and to thereby bind the Company) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by the Company, and the performance of the Company of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of the Company, and (iv) this Agreement has been duly executed and delivered by the

Company and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Parent hereby represents and warrants to each Stockholder as follows: (i) Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) Parent has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of Parent has full power, authority, and capacity to execute and deliver this Agreement on behalf of Parent and to thereby bind Parent) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by Parent, and the performance of Parent of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of Parent, and (iv) this Agreement has been duly executed and delivered by Parent and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

SECTION 3. Covenants of the Stockholders. Each Stockholder covenants and agrees, severally and not jointly and severally, solely with respect to itself, as follows:

(a) At any meeting of the stockholders of Parent called to vote upon the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance, or at any postponement or adjournment thereof permitted by the Merger Agreement, such Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of such Stockholder's Subject Shares in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance; provided that, in each case, the Merger Agreement shall not have been materially amended, and no material provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Merger Consideration (as defined in the Merger Agreement) payable under the Merger Agreement, (ii) amends the conditions precedent set forth in Article VI of the Merger Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Merger, the Parent Common Stock Reorganization or the Parent Common Stock Exchange, (iii) amends Exhibits A-1, A-2, A-3, A-4 or A-5 to the Merger Agreement, (iv) amends the definition of "Company Material Adverse Effect" or "Parent Material Adverse Effect" set forth in the Merger Agreement, (v) amends any provision of the Merger Agreement in any other material manner, or (vi) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(vi), a "Fundamental Merger Amendment"), in each case without the prior written consent of such Stockholder, and no Fundamental Exchange Amendment shall have occurred.

(b) At any meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, or at any postponement or adjournment thereof, as permitted by the Exchange Agreement, such Stockholder shall (i) appear at such meeting or otherwise cause its

Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of such Stockholder's Subject Shares in favor of the Exchange Stock Issuance and each of the other transactions contemplated by the Exchange Agreement, provided, that in each case, the Exchange Agreement shall not have been amended, and no provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Lionsgate Exchange Consideration or the Lionsgate Alternate Cash Consideration (as such terms are defined in the Exchange Agreement) payable under the Exchange Agreement, (ii) amends the conditions precedent set forth in Article V of the Exchange Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Exchange, (iii) amends any provision of the Exchange Agreement in any other material manner or (iv) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(iv), a "Fundamental Exchange Amendment"), in each case without the prior written consent of such Stockholder, and no Fundamental Merger Amendment shall have occurred.

(c) At any meeting of the stockholders of Parent or at any postponement or adjournment thereof or in any other circumstances upon which a vote, adoption or other approval of Parent's stockholders is sought, such Stockholder shall vote (or cause to be voted) all of such Stockholder's Subject Shares against each of the following: (i) any Alternative Parent Transaction Proposal or any agreement relating thereto and (ii) any amendment of the Articles of Parent (other than pursuant the Merger Agreement) or any other proposal, action, agreement or transaction, which, in the case of this clause (ii), would reasonably be expected to (A) result in a breach of any covenant, agreement, obligation, representation or warranty of Parent contained in the Merger Agreement (provided that the Company has advised the Stockholder of such asserted breach in writing at least three Business Days prior to the applicable vote) or of such Stockholder contained in this Agreement, (B) prevent, impede, interfere with, delay, discourage or adversely affect the consummation of the transactions contemplated by the Merger Agreement, or (C) change in any manner (other than as contemplated by the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance) the voting rights of the Parent Common Stock (the matters described in clauses (i) and (ii), collectively, the "Vote-Down Matters"). For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit such Stockholder from voting any Subject Shares (x) in a manner required by the Standstill Agreement or (y) in favor of any vote, adoption of other approval permitting such Stockholder and/or its Affiliates to participate in any equity or debt financing of Parent.

(d) Such Stockholder shall not, nor shall it authorize or permit any of its Controlled Affiliates (as defined below) or its and their directors, officers or employees to, directly or indirectly, (i) solicit, initiate or knowingly facilitate (including by way of furnishing information), induce or knowingly encourage any inquiries or the making of any proposal or offer (including any proposal or offer to the Parent Stockholders) that constitutes or would reasonably be expected to lead to an Alternative Parent Transaction Proposal, or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Parent Transaction Proposal. Such Stockholder shall, and shall cause its Controlled Affiliates and its and their directors, officers and employees to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Person with respect to any Alternative Parent Transaction Proposal. Such Stockholder shall

use commercially reasonable efforts to cause the financial advisors, legal counsel and other representatives of such Stockholder and its Controlled Affiliates to comply with this Section 3(d).

(e) Until March 27, 2017, such Stockholder shall not, and shall not commit or agree to, directly or indirectly, (i) sell, transfer, pledge, encumber, exchange, assign, tender or otherwise dispose of (collectively, "Transfer"), or consent to or permit any Transfer of, any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, or enter into any Contract, option, call or other arrangement with respect to the Transfer (including any profit-sharing or other derivative arrangement) of any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, to any Person, unless in each case prior to any such Transfer (or execution of any such Contract or other arrangement) the proposed transferee of such Stockholder's Subject Shares or rights agrees in writing to be bound to the transferring Stockholder's obligations hereunder with respect to the applicable Subject Shares or rights, (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any Subject Shares or rights to acquire any securities or equity interests of Parent, other than this Agreement or (iii) take any other action that would reasonably be expected to prevent or materially impair or delay the performance by such Stockholder of its obligations hereunder. Nothing in this Agreement shall be deemed to prohibit the Subject Shares from being subject to customary liens resulting from the Subject Shares being held in brokerage or custodial accounts. Notwithstanding the foregoing, "Transfer" shall exclude, however, with respect to any Subject Shares, the entry into or performance of any Hedging Transaction or Financing Transaction in respect of such Subject Shares and any payment or settlement thereunder (including, following the first anniversary of November 10, 2015, physical settlement) the granting of any lien, pledge, security interest, or other encumbrance in or on such Subject Shares to a Hedging Counterparty or Financing Counterparty in connection with any Hedging Transaction or Financing Transaction, the rehypothecation of any Subject Shares by the Hedging Counterparty or Financing Counterparty in connection with a Hedging Transaction or Financing Transaction, and any transfer to, by or at the request of such Hedging Counterparty or Financing Counterparty in connection with an exercise of remedies by the Hedging Counterparty or Financing Counterparty under such Hedging Transaction or Financing Transaction (but, for the avoidance of doubt, "Transfer" shall include any delivery of Subject Shares in respect of the settlement, termination or cancellation of a Hedging Transaction or Financing Transaction occurring prior to the first anniversary of November 10, 2015 other than in connection with the exercise of remedies by a Hedging Counterparty or Financing Counterparty).

(f) Such Stockholder hereby agrees that, in the event (i) of any stock or extraordinary dividend or other distribution, stock split, reverse stock split, recapitalization, reclassification, reorganization, combination or other like change of or affecting the Subject Shares (including the Parent Common Stock Reorganization and the Parent Common Stock Exchange) or (ii) that such Stockholder acquires the right to vote, or direct the voting of, any shares of capital stock of Parent, in each case after the execution of this Agreement (including by conversion, operation of Law or otherwise) (collectively, the "New Shares"), such New Shares shall constitute Subject Shares and be subject to the applicable terms of this Agreement, including all covenants, agreements, obligations, representations and warranties set forth herein. This Agreement and the obligations hereunder shall be binding upon any Person to which record or beneficial ownership of such Stockholder's Subject Shares shall pass, whether by operation of Law or

otherwise, including to the extent applicable, such Stockholder's heirs, guardians, administrators or successors.

(g) Notwithstanding anything to the contrary contained herein, such Stockholder is entering into this Agreement solely in its capacity as owner of such Stockholder's Subject Shares, and nothing herein is intended to or shall limit, affect or restrict any director or officer of Parent (including any appointee or representative of Parent or any of its Affiliates to the board of directors of Parent) in his or her capacity as a director or officer of Parent or any of its Subsidiaries (including voting on matters put to such board or any committee thereof, influencing officers, employees, agents, management or the other directors of Parent or any of its Subsidiaries and taking any action or making any statement at any meeting of such board or any committee thereof) or in the exercise of his or her fiduciary duties as a director or officer of Parent or any of its Subsidiaries.

(h) For the avoidance of doubt, other than with respect to the Merger Consideration Issuance or the Exchange Stock Issuance, nothing in this Agreement shall be deemed to require such Stockholder to vote in favor of, or to prohibit such Stockholder from taking any action that adversely affects, any issuance of securities by Parent or any of its Subsidiaries (including any equity financing in furtherance of the transactions contemplated by the Merger Agreement), including in connection with any proposal combined with any proposal to approve the Merger Consideration Issuance or the Exchange Stock Issuance.

(i) At any meeting of the stockholders of Parent called to vote upon the Stockholder Approval (as defined in the Investor Rights Agreement, dated as of November 10, 2015 and amended as of the date hereof, by and among MHR Fund Management, LLC and certain of its affiliated funds, Liberty Global Incorporated Limited, Discovery Lightning Investments Ltd., Parent, Liberty Global plc and Discovery Communications, Inc.), or at any postponement or adjournment thereof, such Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of such Stockholder's Subject Shares in favor of the Stockholder Approval, provided, that in each case, the definition of "Stockholder Approval" shall not have been amended in any manner without the prior written consent of the Stockholders (which shall not be unreasonably withheld, conditioned or delayed).

SECTION 4. Grant of Irrevocable Proxy; Appointment of Proxy and Attorney-in-Fact. (a) Each Stockholder hereby irrevocably grants to, and appoints, the Company and any other individual designated in writing by the Company, and each of them individually, such Stockholder's proxy and attorney-in-fact (with full power of substitution and re-substitution and coupled with an interest), for and in the name, place and stead of such Stockholder, to vote all of such Stockholder's Subject Shares at any meeting of stockholders of Parent (including any Parent Stockholders Meeting) or any adjournment or postponement thereof, (i) in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange, the Merger Consideration Issuance and each of the other transactions contemplated by the Merger Agreement (including the Parent Stockholder Approvals) in accordance with the terms of Section 3(a) of this Agreement, (ii) in favor of the Exchange Stock Issuance in accordance with the terms of Section 3(b) of this Agreement, (iii) against any Vote-Down Matter in accordance with the terms of Section 3(c) of this Agreement and (iv) in favor of the Stockholder Approval in accordance with the

terms of Section 3(i) of this Agreement. The proxy and attorney-in-fact granted in this Section 4 shall expire upon the termination of this Agreement.

(b) Each Stockholder represents that any proxies heretofore given in respect of such Stockholder's Subject Shares are not irrevocable, and that all such proxies are hereby revoked.

(c) Each Stockholder hereby affirms that the irrevocable proxy and attorney-in-fact set forth in this Section 4 is given in connection with the Company entering into the Merger Agreement and that such irrevocable proxy and attorney-in-fact is given to secure the performance of the duties of such Stockholder under this Agreement. Such Stockholder hereby further affirms that the irrevocable proxy and attorney-in-fact is coupled with an interest and may under no circumstances be revoked. Such Stockholder hereby ratifies and confirms all that such irrevocable proxy and attorney-in-fact may lawfully do or cause to be done by virtue of the authority granted pursuant to this Agreement. Each such irrevocable proxy and attorney-in-fact is executed and intended to be irrevocable with the same effect as under the provisions of Section 212(e) of the DGCL.

SECTION 5. Further Assurances. Each Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Company may reasonably request for the purpose of effectuating the matters covered by this Agreement.

SECTION 6. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the parties hereto without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 7. Termination. This Agreement shall (i) with respect to Section 3, other than Sections 3(b), 3(e), 3(f), 3(g), 3(h) and 3(i), terminate upon the earliest of (a) immediately following Parent Stockholders' Meeting duly convened and at which the Parent Stockholder Approvals have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (b) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance and at which such matters have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (c) the termination of the Merger Agreement in accordance with its terms (the "Merger Agreement Termination"), and (d) the entry into any Fundamental Merger Amendment or Fundamental Exchange Amendment, without the prior written consent of the Stockholders, (ii) as to Section 3(b), terminate upon the earlier of (a) the termination of the Exchange Agreement in accordance with its terms, (b) immediately following the consummation of the Merger and (c) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, and at which such matters have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Exchange Agreement or the Merger Agreement, immediately following the final adjournment thereof), (iii) as to Section

3(i), terminate upon the earlier of (a) the receipt of the Stockholder Approval and (b) immediately following the meeting of the stockholders of Parent called to vote upon the Stockholder Approval, and at which such matter has been voted on by the stockholders of Parent (including, if adjourned, immediately following the final adjournment thereof) and (iv) terminate in full upon the later of the terminations described in clauses (i), (ii) and (iii); *provided* that, in each case, Sections 6 and Sections 7 through 9 shall survive any such termination. Notwithstanding the foregoing, the Company shall cease to have any rights hereunder from and after the earlier of (x) the Merger Agreement Termination and (y) the completion of the events described in Section 7(i)(a) hereof.

SECTION 8. Parent Undertaking. In consideration of each Stockholder's willingness to execute this Agreement, Parent hereby agrees with each of the Stockholder, that Parent will take all such steps as may be necessary or desirable (to the extent permitted under applicable Law) to exempt from Section 16(a) and Section 16(b) of the Exchange Act any acquisitions or dispositions of Company securities or rights related thereto by such Stockholders in connection with the Parent Common Stock Reorganization, the Parent Common Stock Exchange and any issuance of Company Securities contemplated by the Merger Agreement or the Exchange Agreement.

SECTION 9. General Provisions. (a) Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

(b) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile (with confirmed transmission) prior to 5:00 p.m., local time, in the place of receipt (and otherwise on the next Business Day) or (b) on the first Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided, that should any such delivery be made by facsimile, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to the Company:

Starz
8900 Liberty Circle
Englewood, Colorado 80112
Attention: David Weil

with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Facsimile: 212 408-2501
Attention: Renee L. Wilm

if to Parent:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Facsimile: 310-496-1359
Attention: Wayne Levin

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: 212 403-2000
Attention: David E. Shapiro
Gordon S. Moodie

if to a Stockholder: at the address of such stockholder set forth on Schedule A

with a copy to (which shall not constitute notice):

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Facsimile: (303) 298-0940
Attention: Steven D. Miller

(c) Interpretation. When a reference is made in this Agreement to a paragraph, a Section or a Schedule, such reference shall be to a paragraph of, a Section of or a Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to

herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to a Person are also to its permitted successors and assigns. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any of the provisions of this Agreement. For purposes of this Agreement, "Controlled Affiliate" means, with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, is controlled by such first Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

(e) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and no party is relying on any other oral or written representation, agreement or understanding and no party makes any express or implied representation or warranty in connection with the transactions contemplated by this Agreement other than as set forth in this Agreement and (ii) is not intended to confer upon any Person other than the parties any rights or remedies.

(f) Governing Law; Consent to Jurisdiction; Venue.

(i) This Agreement and all disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws.

(ii) The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that

it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 9(b) shall be deemed effective service of process on such party.

(g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(h) Specific Performance. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity.

(i) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j) Hedging Transactions and Financing Transactions.

(i) No provision of this Agreement shall be binding on any Person solely because such Person is:

(1) a Hedging Counterparty;

(2) a holder of Subject Shares as a result of the rehypothecation of Subject Shares by a Hedging Counterparty or Financing Counterparty; or

(3) a transferee of Subject Shares pursuant to settlement under, or pursuant to default rights or the exercise of remedies by a Hedging Counterparty or Financing Counterparty in connection with, any Hedging Transaction or Financing Transaction.

(ii) No provision of this Agreement shall prohibit any Person from entering into, performing or settling Hedging Transactions or Financing Transactions in relation to any Subject Shares, or granting liens and other security interests in connection therewith, from exercising remedies thereunder, or from permitting a Hedging Counterparty or Financing Party to rehypothecate Subject Shares in connection with a Hedging Transaction or Financing Transaction nor shall any of the foregoing described in this Section 9(j) be deemed, in and of itself, a violation of this Agreement.

(iii) As used in this Agreement, the terms Hedging Transaction, Financing Transaction, Hedging Counterparty and Financing Counterparty shall each have the meaning assigned to such term in the Standstill Agreement.

(iv) Notwithstanding anything to the contrary in this Agreement, this Agreement is subject in all respects to any Hedging Transaction or Financing Transaction and any pledge, security, custody, or other agreement entered into in connection therewith.

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its representative thereunto duly authorized as of the date first written above.

STARZ

By: /s/ Christopher P. Albrecht
Name: Christopher P. Albrecht
Title: Chief Executive Officer

[Company Signature Page to Voting Agreement]

LIONSGATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

[Parent Signature Page to Voting Agreement]

THE MALONE FAMILY LAND PRESERVATION FOUNDATION

By: /s/ John C. Malone
Name: John C. Malone
Title:

[Stockholder Signature Page to Voting Agreement]

THE MALONE FAMILY FOUNDATION

By: /s/ John C. Malone
Name: John C. Malone
Title:

THE JOHN C. MALONE JUNE 2003 CHARITABLE REMAINDER UNITRUST

By: /s/ John C. Malone
Name: John C. Malone
Title:

MALONE STARZ 2015 CHARITABLE REMAINDER UNITRUST

By: /s/ John C. Malone
Name: John C. Malone
Title:

Schedule A

Original Shares

The Malone Family Land Preservation Foundation 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	250,000 shares
The Malone Family Foundation 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	306,500 shares
The John C. Malone June 2003 Charitable Remainder Unitrust 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	539,657 shares
Malone Starz 2015 Charitable Remainder Unitrust 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	3,871,538 shares

Exhibit 10.5

EXECUTION VERSION

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of June 30, 2016 (this "Agreement"), is made and entered into by and among Starz, a Delaware corporation (the "Company"), Lions Gate Entertainment Corp., a corporation organized and existing under the laws of British Columbia ("Parent"), and the stockholders of Parent that are listed on Schedule A hereto (each, an "MHR Stockholder" and, collectively, the "MHR Stockholders").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, the Company and Orion Arm Acquisition Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "Original Merger Agreement" and, as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Merger Agreement), that provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement, with the Company continuing as the surviving corporation in the Merger as a wholly owned subsidiary of Parent;

WHEREAS, the MHR Stockholders are the record or beneficial owners of, and, subject to the Investor Rights Agreement (as defined below) and the Standstill Agreement (as defined below), have either sole or shared voting power over, such number of shares of Parent Common Stock set forth opposite each such MHR Stockholder's name on Schedule A (such shares of Parent Common Stock, the "Original Shares", and together with any New Shares (as defined below), the "Subject Shares");

WHEREAS, in connection with the Merger, Parent will hold the Parent Stockholders' Meeting to approve (i) the Parent Common Stock Reorganization, (ii) the Parent Common Stock Exchange and (iii) the issuance of Parent Common Stock to holders of shares of Company Common Stock as part of the Merger Consideration (the "Merger Consideration Issuance");

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Merger Sub are entering into a Stock Exchange Agreement, dated as of June 30, 2016, with the stockholders listed on Schedule 1 thereto (the "Original Exchange Agreement" and, as the same may be amended or supplemented, the "Exchange Agreement"), that provides, among other things, (i) for the transfer of the Starz Exchange Shares (as defined therein) from such stockholders to Parent in exchange for the Lionsgate Exchange Consideration (as defined therein) and (ii) the issuance of the Lionsgate Exchange Shares as part of the Lionsgate Exchange Consideration (the "Exchange Stock Issuance"), in each case subject to the terms and conditions of the Exchange Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the MHR Stockholders enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, each party hereto agrees as follows:

SECTION 1. Representations and Warranties of MHR Stockholder. Each MHR Stockholder hereby represents and warrants to the Company, severally and not jointly and severally, solely with respect to itself, as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability. (i) Such MHR Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, if applicable, and (ii) the execution and delivery of this Agreement by such MHR Stockholder, and the performance by such MHR Stockholder of its obligations under this Agreement, have been duly authorized by all necessary corporate or similar action on the part of such MHR Stockholder. Such MHR Stockholder has all requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of such MHR Stockholder has full power, authority and capacity to execute and deliver this Agreement on behalf of such MHR Stockholder and to thereby bind such MHR Stockholder) and to perform its obligations hereunder. This Agreement has been duly executed and delivered by such MHR Stockholder and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of such MHR Stockholder, enforceable against such MHR Stockholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Ownership. Such MHR Stockholder is the record or beneficial owner of the number of Original Shares set forth opposite such MHR Stockholder's name on Schedule A, and such MHR Stockholder's Original Shares constitute all of the shares of Parent Common Stock owned by such MHR Stockholder. Except (w) as set forth in Sections 3 and 4 of this Agreement, (x) pursuant to the Investor Rights Agreement dated as of November 10, 2015 among MHR Fund Management, LLC ("MHR"), Liberty Global Incorporated Limited, Discovery Lightning Investments Ltd., Parent, Liberty Global plc, Discovery Communications, Inc. and the other parties thereto (the "Investor Rights Agreement"), (y) pursuant to the Voting and Standstill Agreement, dated as of November 10, 2015, among Parent, the Liberty Stockholder, Discovery Lightning Investments Ltd., John C. Malone, MHR Fund Management, LLC, Liberty Global Incorporated Limited, Discovery Communications, Inc. and the Mammoth Funds (as defined therein) (the "Standstill Agreement"), and (z) in connection with any Hedging Transaction or Financing Transaction (each as defined in the Investor Rights Agreement), such MHR Stockholder (together with the other MHR Stockholders) has the power to vote, or direct the voting of, all of the Original Shares, and none of such MHR Stockholder's Original Shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of MHR Stockholder's Original Shares. Such MHR Stockholder does not own (1) any shares of capital stock of Parent other than the Original Shares or (2) any option, warrant, call or other right to acquire or receive capital stock or other equity or voting interests in Parent (other than preemptive rights under the Investor Rights Agreement).

SECTION 2. Representations and Warranties of the Company and Parent.

(a) The Company hereby represents and warrants to each MHR Stockholder as follows: (i) the Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) the Company has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of the Company has full power, authority and capacity to execute and deliver this Agreement on behalf of the Company and to thereby bind the Company) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by the Company, and the performance of the Company of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of the Company, and (iv) this Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Parent hereby represents and warrants to each MHR Stockholder as follows: (i) Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) Parent has all requisite power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of Parent has full power, authority and capacity to execute and deliver this Agreement on behalf of Parent and to thereby bind Parent) and to perform its obligations hereunder, (iii) the execution and delivery of this Agreement by Parent, and the performance of Parent of its obligations hereunder, have been duly authorized by all necessary corporate action on the part of Parent, (iv) this Agreement has been duly executed and delivered by Parent and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity, and (v) Parent has provided to the MHR Stockholders true and complete copies of the Merger Agreement (including all exhibits and schedules thereto, including the Company Disclosure Letter and the Parent Disclosure Letter), the Commitment Letter (and other agreements and arrangements with respect to the Debt Financing to which Parent, Merger Sub or one of their respective subsidiaries is a party) and all other agreements or arrangements between Parent, on the one hand, and the Company and/or any stockholders of Parent or the Company, on the other hand (including the Exchange Agreement, the Principal Company Stockholders Voting Agreement and the Principal Parent Stockholders Voting Agreements) in connection with the Merger Agreement, this Agreement and the transactions contemplated hereby and thereby.

SECTION 3. Covenants of MHR Stockholder. Each MHR Stockholder covenants and agrees, severally and not jointly and severally, solely with respect to itself, as follows:

(a) Subject to the last sentence of this Section 3(a), at any meeting of the stockholders of Parent called to vote upon the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance, or at any postponement or adjournment thereof permitted by the Merger Agreement, such MHR Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for

purposes of calculating a quorum and (ii) vote (or cause to be voted) all of such MHR Stockholder's Subject Shares in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance; provided that, in each case, neither the Merger Agreement (including all exhibits and schedules thereto, including the Company Disclosure Letter and the Parent Disclosure Letter) nor the Starz Voting Agreement (as defined below) shall have been amended, and no provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Merger Consideration (as defined in the Merger Agreement) payable under the Merger Agreement, (ii) amends the conditions precedent set forth in Article VI of the Merger Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Merger, the Parent Common Stock Reorganization or the Parent Common Stock Exchange, (iii) amends Exhibits A-1, A-2, A-3, A-4 or A-5 to the Merger Agreement, (iv) amends the definition of "Company Material Adverse Effect" or "Parent Material Adverse Effect" set forth in the Merger Agreement, (v) amends any provision of the Merger Agreement in any other material manner, (vi) amends any provision of the Voting Agreement dated as of June 30, 2016 by and among Parent, the Company and certain stockholders of Parent, including John C. Malone and his affiliates, in any material manner (the "Starz Voting Agreement"), or (vii) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(vii), a "Fundamental Merger Amendment"), in each case without the prior written consent of MHR, and no Fundamental Exchange Amendment shall have occurred. If necessary in order to ensure that an MHR Stockholder can vote its Subject Shares in accordance with this Agreement, such MHR Stockholder shall use its reasonable efforts to (i) transfer its Subject Shares from a brokerage account to a custodial account and/or (ii) convert its Subject Shares to certificated form as promptly as reasonably practicable after the date of this Agreement; provided that, because the Subject Shares are currently held in brokerage accounts, the Company acknowledges and agrees that there cannot be absolute assurance that every Subject Share will be voted as directed by the applicable MHR Stockholder (including as a result of the proration practices of broker-dealers) and such failure shall not constitute a breach hereunder.

(b) Subject to the last sentence of Section 3(a), at any meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance, or at any postponement or adjournment thereof, as permitted by the Exchange Agreement, such MHR Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of such MHR Stockholder's Subject Shares in favor of the Exchange Stock Issuance, provided, that in each case, the Exchange Agreement shall not have been amended, and no provision thereunder shall have been waived by Parent, in any manner that (i) increases the amount of, or changes the form or allocation of, the Lionsgate Exchange Consideration or the Lionsgate Alternate Cash Consideration (as such terms are defined in the Exchange Agreement) payable under the Exchange Agreement, (ii) amends the conditions precedent set forth in Article V of the Exchange Agreement, or adds new conditions or modifies any existing conditions to the consummation of the Exchange, (iii) amends any provision of the Exchange Agreement in any other material manner, (iv) amends any provision of the Starz Voting Agreement in any material manner, or (v) in each case has the effect of any of the foregoing (any such amendment or waiver described in clauses (i)-(v), a "Fundamental Exchange Amendment"), in each case without the prior written consent of MHR, and no Fundamental Merger Amendment shall have occurred.

(c) Subject to the last sentence of Section 3(a), at any meeting of the stockholders of Parent or at any postponement or adjournment thereof or in any other circumstances upon which a vote, adoption or other approval of Parent's stockholders is sought, such MHR Stockholder shall vote (or cause to be voted) all of such MHR Stockholder's Subject Shares against each of the following: (i) any Alternative Parent Transaction Proposal or any agreement relating thereto and (ii) any amendment of the Articles of Parent (other than pursuant the Merger Agreement) or any other proposal, action, agreement or transaction, which, in the case of this clause (ii), would reasonably be expected to (A) result in a breach of any covenant, agreement, obligation, representation or warranty of Parent contained in the Merger Agreement (provided that the Company has advised the MHR Stockholders of such asserted breach in writing at least three Business Days prior to the applicable vote) or of such MHR Stockholder contained in this Agreement, (B) prevent, impede, interfere with, delay, discourage or adversely affect the consummation of the transactions contemplated by the Merger Agreement, or (C) change in any manner (other than as contemplated by the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance) the voting rights of the Parent Common Stock (the matters described in clauses (i) and (ii), collectively, the "Vote-Down Matters"). For the avoidance of doubt, nothing in this Agreement shall be deemed to prohibit any MHR Stockholder from voting any Subject Shares (x) in a manner required by the Investor Rights Agreement or the Standstill Agreement or (y) in favor of any vote, adoption or other approval permitting the MHR Stockholders and/or their respective Affiliates to participate in any equity or debt financing of Parent (including the exercise of their preemptive rights under the Investor Rights Agreement).

(d) Such MHR Stockholder shall not, nor shall it authorize or permit any of its Affiliates (other than any portfolio company of any MHR Stockholder or any fund or investment vehicle managed or advised by such MHR Stockholder or any of its Affiliates) or its and their directors, officers or employees to, nor shall it direct any portfolio company of any MHR Stockholder or any fund or investment vehicle managed or advised by such MHR Stockholder or any of its Affiliates to, directly or indirectly, (i) solicit, initiate or knowingly facilitate (including by way of furnishing information), induce or knowingly encourage any inquiries or the making of any proposal or offer (including any proposal or offer to the Parent Stockholders) that constitutes or would reasonably be expected to lead to an Alternative Parent Transaction Proposal, or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Parent Transaction Proposal. Such MHR Stockholder shall, and shall cause its Affiliates (other than any portfolio company of any MHR Stockholder or any fund or investment vehicle managed or advised by such MHR Stockholder or any of its Affiliates) and its and their directors, officers and employees to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Person with respect to any Alternative Parent Transaction Proposal. Such MHR Stockholder shall use commercially reasonable efforts to cause the financial advisors, legal counsel and other representatives of such MHR Stockholder and its Affiliates (other than any portfolio company of any MHR Stockholder or any fund or investment vehicle managed or advised by such MHR Stockholder or any of its Affiliates) to comply with this Section 3(d).

(e) Such MHR Stockholder shall not, and shall not commit or agree to, directly or indirectly, (i) sell, transfer, pledge, encumber, exchange, assign, tender or otherwise

dispose of (collectively, "Transfer"), or consent to or permit any Transfer of, any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, or enter into any Contract, option, call or other arrangement with respect to the Transfer (including any profit-sharing or other derivative arrangement) of any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of Parent, to any Person, unless in each case prior to any such Transfer (or execution of any such Contract or other arrangement) the proposed transferee of such MHR Stockholder's Subject Shares or rights agrees in writing to be bound to the transferring MHR Stockholder's obligations hereunder with respect to the applicable Subject Shares or rights, (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any Subject Shares or rights to acquire any securities or equity interests of Parent, other than this Agreement or (iii) take any other action that would reasonably be expected to prevent or materially impair or delay the performance by such MHR Stockholder of its obligations hereunder. Nothing in this Agreement shall be deemed to prohibit the Subject Shares from being subject to customary liens resulting from the Subject Shares being held in brokerage or custodial accounts. Notwithstanding the foregoing, "Transfer" shall exclude, however, with respect to any Subject Shares, the entry into or performance of any Hedging Transaction or Financing Transaction in respect of such Subject Shares and any payment or settlement thereunder (including, following the first anniversary of November 10, 2015, physical settlement), the granting of any lien, pledge, security interest, or other encumbrance in or on such Subject Shares to a Hedging Counterparty or Financing Counterparty in connection with any Hedging Transaction or Financing Transaction, the rehypothecation of any Subject Shares by the Hedging Counterparty or Financing Counterparty in connection with a Hedging Transaction or Financing Transaction, and any transfer to, by or at the request of such Hedging Counterparty or Financing Counterparty in connection with an exercise of remedies by the Hedging Counterparty or Financing Counterparty under such Hedging Transaction or Financing Transaction (but, for the avoidance of doubt, "Transfer" shall include any delivery of Subject Shares in respect of the settlement, termination or cancellation of a Hedging Transaction or Financing Transaction in respect of the settlement, termination or cancellation of a Hedging Transaction or Financing Transaction occurring prior to the first anniversary of November 10, 2015 other than in connection with the exercise of remedies by a Hedging Counterparty or Financing Counterparty).

(f) Such MHR Stockholder hereby agrees that, in the event (i) of any stock or extraordinary dividend or other distribution, stock split, reverse stock split, recapitalization, reclassification, reorganization, combination or other like change of or affecting the Subject Shares (including the Parent Common Stock Reorganization and the Parent Common Stock Exchange) or (ii) that such MHR Stockholder acquires the right to vote, or direct the voting of, any shares of capital stock of Parent, in each case after the execution of this Agreement (including by conversion, operation of Law or otherwise) (collectively, the "New Shares"), such New Shares shall constitute Subject Shares and be subject to the applicable terms of this Agreement, including all covenants, agreements, obligations, representations and warranties set forth herein. This Agreement and the obligations hereunder shall be binding upon any Person to which beneficial ownership of such MHR Stockholder's Subject Shares shall pass, whether by operation of Law or otherwise, including to the extent applicable, such MHR Stockholder's heirs, guardians, administrators or successors.

(g) Notwithstanding anything to the contrary contained herein, each MHR Stockholder is entering into this Agreement solely in its capacity as record or beneficial owner of such MHR Stockholder's Subject Shares, and nothing herein is intended to or shall limit, affect or restrict any director or officer of Parent (including any appointee or representative of any MHR Stockholder or any of its Affiliates to the board of directors of Parent (including pursuant to the Investor Rights Agreement)) in his or her capacity as a director or officer of Parent or any of its Subsidiaries (including voting on matters put to such board or any committee thereof, influencing officers, employees, agents, management or the other directors of Parent or any of its Subsidiaries and taking any action or making any statement at any meeting of such board or any committee thereof) or in the exercise of his or her fiduciary duties as a director or officer of Parent or any of its Subsidiaries.

(h) For the avoidance of doubt, other than with respect to the Merger Consideration Issuance or the Exchange Stock Issuance, nothing in this Agreement shall be deemed to require the MHR Stockholders to vote in favor of, or to prohibit the MHR Stockholders from taking any action that adversely effects, any issuance of securities by Parent or any of its Subsidiaries (including any equity financing in furtherance of the transactions contemplated by the Merger Agreement), including in connection with any proposal combined with any proposal to approve the Merger Consideration Issuance or the Exchange Stock Issuance.

SECTION 4. Grant of Irrevocable Proxy; Appointment of Proxy and Attorney-in-Fact. (a) Such MHR Stockholder hereby irrevocably grants to, and appoints, the Company and any other officer of the Company designated in writing by the Company, and each of them individually, such MHR Stockholder's proxy and attorney-in-fact (with full power of substitution and re-substitution and coupled with an interest), for and in the name, place and stead of such MHR Stockholder, to vote all of such MHR Stockholder's Subject Shares at any meeting of stockholders of Parent (including any Parent Stockholders Meeting) or any adjournment or postponement thereof, (i) in favor of the Parent Common Stock Reorganization, the Parent Common Stock Exchange and the Merger Consideration Issuance in accordance with the terms of, but subject to the conditions, provisos and other limitations of, Section 3(a) of this Agreement, (ii) in favor of the Exchange Stock Issuance in accordance with the terms of Section 3(b) of, but subject to the conditions, provisos and other limitations of, this Agreement and (iii) against any Vote-Down Matter in accordance with the terms of, but subject to the conditions, provisos and other limitations of, Section 3(c) of this Agreement. The proxy and attorney-in-fact granted in this Section 4 shall expire and terminate upon the termination of this Agreement.

(b) Such MHR Stockholder represents that any proxies heretofore given in respect of such MHR Stockholder's Subject Shares are not irrevocable, and that all such proxies are hereby revoked.

(c) Such MHR Stockholder hereby affirms that the irrevocable proxy and attorney-in-fact set forth in this Section 4 is given in connection with the Company entering into the Merger Agreement and being a third party beneficiary to the Exchange Agreement and Parent entering into the Merger Agreement and the Exchange Agreement, and that such irrevocable proxy and attorney-in-fact is given to secure the performance of the duties of such

MHR Stockholder under this Agreement. Such MHR Stockholder hereby further affirms that the irrevocable proxy and attorney-in-fact is coupled with an interest and may under no circumstances be revoked. Such MHR Stockholder hereby ratifies and confirms all that such irrevocable proxy and attorney-in-fact may lawfully do or cause to be done by virtue of the authority granted pursuant to this Agreement (subject to the conditions, provisos and other limitations contained herein). Each such irrevocable proxy and attorney-in-fact is executed and intended to be irrevocable with the same effect as under the provisions of Section 212(e) of the DGCL.

SECTION 5. Further Assurances. Such MHR Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Company may reasonably request for the purpose of effectuating the matters covered by this Agreement.

SECTION 6. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by any of the parties hereto without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 7. Termination. This Agreement shall, (i) with respect to Section 3, other than Sections 3(b), 3(e), 3(f), 3(g) and 3(h), terminate upon the earliest of (a) immediately following the Parent Stockholders' Meeting duly convened and at which the Parent Stockholder Approvals have been voted on by the stockholders of Parent (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (b) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance and at which such matters have been voted on by the stockholders of Parent (including, if adjourned, immediately following the final adjournment thereof), (c) the termination of the Merger Agreement in accordance with its terms (the "Merger Agreement Termination"), and (d) the entry into any Fundamental Merger Amendment or Fundamental Exchange Amendment without the prior written consent of MHR, (ii) as to Section 3(b), terminate upon the earlier of (a) the termination of the Exchange Agreement in accordance with its terms, (b) immediately following the consummation of the Merger, (c) immediately following the meeting of the stockholders of Parent called to vote upon the Exchange Stock Issuance and at which such matters have been voted on by the stockholders of Parent (including, if adjourned, immediately following the final adjournment thereof) and (d) the entry into any Fundamental Exchange Amendment or Fundamental Merger Amendment without the prior written consent of MHR, and (iii) terminate in full upon the later of the terminations described in clauses (i) and (ii); provided that, in each case, Section 6 and Sections 7 through 9 shall survive any such termination. Notwithstanding the foregoing, the Company shall cease to have any rights hereunder from and after the earlier of (x) the Merger Agreement Termination, and (y) the completion of the events described in Section 7(i)(a) hereof.

SECTION 8. Parent Undertaking.

In consideration of the MHR Stockholders' willingness to execute this Agreement, Parent hereby agrees with each MHR Stockholder as follows:

(a) neither Parent nor any of its Subsidiaries shall enter into any Fundamental Merger Amendment or Fundamental Exchange Amendment without the prior written consent of MHR; and

(b) Parent agrees to take all such steps as may be necessary or desirable (to the extent permitted under applicable Law) to exempt from Section 16(a) and Section 16(b) of the Exchange Act any acquisitions or dispositions of Company Securities (as defined in the Investor Rights Agreement) or rights related thereto by the MHR Stockholders and their Affiliates (as defined in the Investor Rights Agreement) in connection with the Parent Common Stock Reorganization, the Parent Common Stock Exchange, any issuance of Company Securities contemplated by the Merger Agreement or the Exchange Agreement or any issuance of New Issue Securities (as defined in the Investor Rights Agreement); and

(c) the amendment to the Investor Rights Agreement being entered into concurrently herewith is a material inducement to each MHR Stockholder's willingness to execute, deliver and perform this Agreement.

SECTION 9. General Provisions. (a) Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

(b) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile (with confirmed transmission) prior to 5:00 p.m., local time, in the place of receipt (and otherwise on the next Business Day) or (b) on the first Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided, that should any such delivery be made by facsimile, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier:

if to the Company:

Starz
8900 Liberty Circle
Englewood, Colorado 80112
Attention: David Weil

with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Facsimile: 212 408-2501
Attention: Renee L. Wilm

if to Parent:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Facsimile: 310-496-1359
Attention: Wayne Levin

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: 212 403-2000
Attention: David E. Shapiro
Gordon S. Moodie

if to any MHR Stockholder:

MHR Fund Management LLC
1345 Avenue of the Americas, Floor 42
New York, NY 10105
Attention: Janet Yeung
Facsimile: (212) 262-9356

with a copy to (which shall not constitute notice):

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Phillip Mills
Brian Wolfe
Facsimile: (212) 701-5800

(c) Interpretation. When a reference is made in this Agreement to a paragraph, a Section or a Schedule, such reference shall be to a paragraph of, a Section of or a Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes” or “including” are

used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to a Person are also to its permitted successors and assigns. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any of the provisions of this Agreement.

(d) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

(e) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and no party is relying on any other oral or written representation, agreement or understanding and no party makes any express or implied representation or warranty in connection with the transactions contemplated by this Agreement other than as set forth in this Agreement and (ii) is not intended to confer upon any Person other than the parties any rights or remedies; provided, however, that the Stockholders listed on Schedule 1 to the Exchange Agreement shall have the right to enforce the obligations pursuant to Section 3(b) of this Agreement.

(f) Governing Law; Consent to Jurisdiction; Venue.

(i) This Agreement and all disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws.

(ii) The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction

over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 9(b) shall be deemed effective service of process on such party.

(g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(h) Specific Performance. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in the courts described in Section 9(f)(ii), this being in addition to any other remedy to which they are entitled at law or in equity.

(i) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j) Hedging Transactions and Financing Transactions.

(i) No provision of this Agreement shall be binding on any Person solely because such Person is:

1. a Hedging Counterparty;

2. a holder of Subject Shares as a result of the rehypothecation of Subject Shares by a Hedging Counterparty or Financing Counterparty; or

3. a transferee of Subject Shares pursuant to settlement under, or pursuant to default rights or the exercise of remedies by a Hedging Counterparty or Financing Counterparty in connection with, any Hedging Transaction or Financing Transaction.

(ii) No provision of this Agreement shall prohibit any Person from entering into, performing or settling Hedging Transactions or Financing Transactions in relation to any Subject Shares, or granting liens and other security interests in connection therewith, from exercising remedies thereunder, or from permitting a Hedging Counterparty or a Financing Counterparty to rehypothecate Subject Shares in connection with a Hedging Transaction or Financing Transaction nor shall any of the foregoing described in this Section 9(j) be deemed, in and of itself, a violation of this Agreement.

(iii) As used in this Agreement, the terms Hedging Transaction, Financing Transaction, Hedging Counterparty and Financing Counterparty shall each have the meaning assigned to such term in the Investor Rights Agreement.

(k) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not such transactions are consummated; *provided* that Parent shall pay up to $1.6 million of reasonable out-of-pocket fees, charges and disbursements of counsel for the MHR Stockholders, in the aggregate, incurred in connection with this Agreement, the Merger Agreement, the other agreements and documents related thereto and the transactions contemplated hereby and thereby.

(l) Indemnification.

(i) Parent (the "Indemnifying Party") covenants and agrees, on the terms and subject to the limitations set forth in this Agreement, to indemnify and hold harmless MHR, each MHR Stockholder and each of their respective Affiliates (as defined in the Investor Rights Agreement) and the officers, members, representatives and advisors of each of the foregoing (each, an "Indemnified Party"), from and against any and all Losses incurred in connection with, arising out of or resulting from any claims, demands, actions, proceedings or investigations (collectively, "Actions") relating to the transactions contemplated by the Merger Agreement, this Agreement, or the Exchange Agreement (including any Actions brought by any of the stockholders, directors, officers or employees of any of Parent or the Company relating thereto). For purposes of this Section 9(l), "Losses" means any loss (including disgorgement of consideration), liability, cost, damage or expense (including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts) related to an Action for which an Indemnified Party is entitled to indemnification pursuant to this Agreement; provided, however, that any diminution in value of the capital stock of Parent shall not constitute a Loss.

(ii) Notwithstanding anything herein to the contrary, the Indemnifying Party will not be obligated to provide indemnity hereunder to any Indemnified Party with respect to any Losses which (x) result from such Indemnified Party's willful misconduct or gross negligence or (y) result primarily from any breach of any representation and warranty of such Indemnified Party contained in this Agreement or any breach of any covenant or agreement made or to be performed by such Indemnified Party under this Agreement.

(iii) The Indemnifying Party will indemnify the Indemnified Parties pursuant to this Section 9(l) regardless of whether such Losses are incurred prior to or after the Effective Time. The indemnification provided pursuant to this Section 9(l) is in addition to, and not in derogation of, any other rights an Indemnified Party may have under applicable law, the certificate of incorporation or bylaws of Parent, or pursuant to any contract, agreement or arrangement; provided, however, that Losses will not be duplicated.

(iv) Promptly after the receipt by any Indemnified Party of notice of any Action that is or may be subject to indemnification hereunder (each, an "Indemnifiable Claim") (and in no event more than ten Business Days after the Indemnified Party's receipt of written notice of such Indemnifiable Claim), such Indemnified Party shall give written notice thereof to the Indemnifying Party, which notice will include, to the extent known, the basis for such Indemnifiable Claim and copies of any pleadings or written demands relating to such Indemnifiable Claim and, promptly following request therefor, shall provide any additional information in respect thereof that the Indemnifying Party may reasonably request; provided, however, that (x) any delay in giving or failure to give such notice will not affect the obligations of the Indemnifying Party hereunder except to the extent the Indemnifying Party is actually prejudiced as a result of such delay in or failure to notify and (y) no such notice shall be required to be given to the Indemnifying Party to the extent that the Indemnifying Party or any of its respective Affiliates is a party to any such Indemnifiable Claim.

(v) Subject to Section 9(l)(vi) and Section 9(l)(vii), the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of any Indemnifiable Claim in respect of an Action commenced or made by a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "Third Party Indemnifiable Claim") so long as, within ten calendar days after the receipt of notice of such Third Party Indemnifiable Claim from the Indemnified Party (pursuant to Section 9(l)(iv)), the Indemnifying Party: (x) delivers a written confirmation to such Indemnified Party that the indemnification provisions of Section 9(l) are applicable, subject only to the limitations set forth in this Agreement, to such Third Party Indemnifiable Claim and that the Indemnifying Party will indemnify such Indemnified Party in respect of such Third Party Indemnifiable Claim to the extent required by this Section 9(l), and (y) notifies such Indemnified Party in writing that the Indemnifying Party will assume the control of the defense thereof. Following notification to such Indemnified Party of the assumption of the defense of such Third Party Indemnifiable Claim, the Indemnifying Party shall retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such Third Party Indemnifiable Claim. If the Indemnifying Party so assumes the defense of any such Third Party Indemnifiable Claim in accordance herewith, subject to the

provisions of clauses (iv) through (vi) of this Section 9(l), (A) the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of such Third Party Indemnifiable Claim and such Indemnified Party shall cooperate (subject to the Indemnifying Party's agreement to reimburse such Indemnified Party for all reasonable out-of-pocket expenses incurred by such Indemnified Party in connection with such cooperation) with the Indemnifying Parties in any manner that the Indemnifying Party reasonably may request in connection with the defense, compromise or settlement thereof (subject to the last sentence of this Section 9(l)(v)), and (B) such Indemnified Party shall have the right to employ separate counsel selected by such Indemnified Party and to participate in (but not control) the defense, compromise or settlement thereof and the Indemnifying Party shall pay the reasonable fees and expenses of one such separate counsel, and, if reasonably necessary, one local counsel. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed to assume the defense thereof as contemplated in this Section 9(l)(v), in which case such Indemnified Party will be entitled to control the defense, compromise or settlement thereof at the expense of the Indemnifying Party. Without the prior written consent of each of the Indemnified Parties who are named in the Action subject to the Third Party Indemnifiable Claim (which consent shall not be unreasonably withheld, delayed or conditioned), the Indemnifying Party will not settle or compromise or consent to the entry of judgment with respect to any Indemnifiable Claim (or part thereof) unless such settlement, compromise or consent (x) includes an unconditional release of such Indemnified Parties, (y) does not include any admission of wrongdoing on the part of such Indemnified Parties and (z) does not enjoin or restrict in any way the future actions or conduct of such Indemnified Parties.

(vi) Notwithstanding Section 9(l)(v), an Indemnified Party, at the expense of the Indemnifying Party, (x) shall, subject to the last sentence of this Section 9(l)(vi), be entitled to separately control the defense, compromise or settlement of any Third Party Indemnifiable Claim as to such Indemnified Party if, in the judgment of counsel to the Indemnified Party, there exists any actual conflict of interest relating to the defense of such Action between the Indemnified Party and one or more Indemnifying Party and (y) shall be entitled to assume control of the defense, compromise and settlement of any Third Party Indemnifiable Claim as to which the Indemnifying Party has previously assumed control in the event the Indemnifying Party is not timely and diligently pursuing such defense. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any Action with respect to which it controls the defense thereof pursuant to this Section 9(l)(vi) and for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(vii) In all instances under this Section 9(l) where the Indemnifying Party has agreed to pay the fees, costs and expenses of the Indemnified Parties, such fees, costs and expenses shall be reasonable. The parties agree to cooperate and coordinate in connection with the defense, compromise or settlement of any Indemnifiable Claims.

(viii) In addition to (but without duplication of) the Indemnified Party's right to indemnification as set forth in this Section 9(l), if so requested by an Indemnified Party, the Indemnifying Party shall also advance to such Indemnified Party (within five Business Days of such request) any and all reasonable fees, costs and expenses incurred by an Indemnified Party in accordance with this Section 9(l) in connection with investigating, defending, being a witness in or participating in (including any appeal), or preparing to defend, be a witness in or participate in, any Indemnifiable Claim, including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts (an "Expense Advance").

(ix) Each MHR Stockholder agrees that it will repay Expense Advances made to it (or paid on its behalf) by the Indemnifying Party pursuant to this Section 9(l) if it is ultimately finally determined by a court of competent jurisdiction that it is not entitled to be indemnified pursuant to this Section 9(l).

(m) Stockholder Obligation Several and Not Joint. The obligations of each MHR Stockholder hereunder shall be several and not joint, and no MHR Stockholder shall be liable for any breach of the terms of this Agreement by any other MHR Stockholder.

[*Remainder of page left intentionally blank*]

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its representative thereunto duly authorized as of the date first written above.

STARZ

By: /s/ Christopher P. Albrecht
Name: Christopher P. Albrecht
Title: Chief Executive Officer

[Company Signature Page to Voting Agreement]

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

[Parent Signature Page to Voting Agreement]

MHR Capital Partners Master Account LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung

Name: Janet Yeung

Title: Authorized Signatory

MHR Capital Partners (100) LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung

Name: Janet Yeung

Title: Authorized Signatory

MHR Institutional Partners II LP

By: MHR Institutional Advisors II LLC,
its general partner

By: /s/ Janet Yeung

Name: Janet Yeung

Title: Authorized Signatory

MHR Institutional Partners IIA LP

By: MHR Institutional Advisors II LLC,
its general partner

By: /s/ Janet Yeung

Name: Janet Yeung

Title: Authorized Signatory

MHR Institutional Partners III LP

By: MHR Institutional Advisors III LLC,
its general partner

By: /s/ Janet Yeung

Name: Janet Yeung

Title: Authorized Signatory

Schedule A

Name of MHR Stockholder	Number of Subject Shares
MHR Capital Partners (100) LP	186,617
MHR Capital Partners Master Account LP	1,396,767
MHR Institutional Partners II LP	1,386,275
MHR Institutional Partners IIA LP	3,492,443
MHR Institutional Partners III LP	23,748,947

Exhibit 10.6

EXECUTION VERSION

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of June 30, 2016 (this "Agreement"), is made and entered into by and among Lions Gate Entertainment Corp., a corporation organized and existing under the laws of British Columbia ("Parent"), Starz, a Delaware corporation (the "Company"), each of the stockholders of the Company that are listed on Schedule A hereto (each, a "Individual Stockholder" and, collectively, the "Individual Stockholders"), and LG Leopard Canada LP, an Ontario limited partnership and indirect wholly owned Subsidiary of Parent (the "Parent Purchaser", and together with the Individual Stockholders, the "Stockholders").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent, the Company and Orion Arm Acquisition Inc., a Delaware corporation and a wholly owned Subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement), that provides, among other things, for the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, the Stockholders are the record or beneficial owners of, and have either sole or shared voting power over, such number of shares of Company Common Stock set forth opposite each such Individual Stockholder's name on Schedule A or, in the case of the Parent Purchaser,Schedule B (such shares of Company Common Stock, the "Original Shares", and together with any New Shares (as defined below), the "Subject Shares");

WHEREAS, each of The John C. Malone 2003 Charitable Remainder Unitrust, the Malone Starz 2015 Charitable Remainder Unitrust, The Malone Family Foundation and The Malone Family Land Preservation Foundation (the "Malone Proxyholders") have the irrevocable right to vote, subject to the terms and conditions ofthose certain Irrevocable Proxies, dated as of March 27, 2015 (the "Parent Proxies"), by and among Parent Purchaser and the Malone Proxyholders, the Parent Purchaser's Subject Shares (such shares of Company Common Stock, the "Proxy Shares", which, for the avoidance of doubt, comprise a portion of the Original Shares);

WHEREAS, contemporaneously with the execution of this Agreement, Parent and the Individual Stockholders are entering into a Share Exchange Agreement, dated as of the date hereof (the "2016 Exchange Agreement"), of which the Company is a third party beneficiary; and

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, the Company, Parent and Merger Sub have requested that each Stockholder enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement, each party hereto agrees as follows:

SECTION 1. Representations and Warranties of Stockholders. Each Stockholder hereby represents and warrants to Parent and the Company, severally and not jointly and severally, solely with respect to itself, as follows:

(a) Organization; Authority; Execution and Delivery; Enforceability. (i) Such Stockholder is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, if applicable, (ii) the execution and delivery of this Agreement by such Stockholder, the consummation by such Stockholder of the transactions contemplated by this Agreement and the compliance by such Stockholder with the terms of this Agreement have been duly authorized by all necessary action on the part of such Stockholder and its governing body, members, stockholders and trustees, as applicable, and (iii) no other proceedings on the part of such Stockholder (or such Stockholder's governing body, members, stockholders or trustees, as applicable) are necessary to authorize this Agreement, to consummate the transactions contemplated by this Agreement or to comply with the terms of this Agreement. Such Stockholder has all requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement (and each Person executing this Agreement on behalf of such Stockholder has full power, authority and capacity to execute and deliver this Agreement on behalf of such Stockholder and to thereby bind such Stockholder), to consummate the transactions contemplated by this Agreement and to comply with the terms of this Agreement. This Agreement has been duly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) No Conflicts; Consents. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the compliance by such Stockholder with the terms of this Agreement do not and will not require the consent or approval of any other person pursuant to, conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in termination, amendment, cancelation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Encumbrance in or upon any of the properties or assets of such Stockholder under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, (i) any provision of any certificate of incorporation, bylaws, or trust or other organizational document of such Stockholder, (ii) any Contract to or by which such Stockholder is a party or bound or to or by which any of the properties or assets of such Stockholder (including such Stockholder's Subject Shares) is bound or subject or (iii) subject to the governmental filings and other matters referred to in the following sentence, any Law or Judgment, in each case, applicable to such Stockholder or to such Stockholder's properties or assets (including such Stockholder's Subject Shares). No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or other Person (including with respect to natural persons, any spouse, and with respect to trusts, any co-trustee or beneficiary) ("Consent") is required by or with respect to Stockholder in

connection with the execution and delivery of this Agreement by such Stockholder, the consummation by such Stockholder of the transactions contemplated by this Agreement or the compliance by such Stockholder with the terms of this Agreement, except for (1) filings with the SEC of such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and (2) those Consents which have already been obtained.

(c) Ownership. Such Stockholder is the record or beneficial owner of the number of Original Shares set forth opposite such Stockholder's name on Schedule A and Schedule B, and such Stockholder's Original Shares constitute all of the shares of Company Common Stock held of record, beneficially owned or for which voting power or disposition power is held by such Stockholder, except (1) with respect to Parent Purchaser, as provided by the Stock Exchange Agreement, dated as of February 10, 2015 (the "2015 Exchange Agreement"), by and among Parent, Parent Purchaser and the Malone Proxyholders, (2) with respect to the Individual Stockholders, the 2016 Exchange Agreement, or, (3) with respect to the Parent Purchaser, the Parent Proxies. Such Stockholder has good and marketable title, free and clear of any Encumbrances, to those Original Shares of which such Stockholder is the record owner. Such Stockholder does not own, of record or beneficially, (i) any shares of capital stock of the Company other than the Original Shares or (ii) any option, warrant, call or other right to acquire or receive capital stock or other equity or voting interests in the Company other than, with respect to Parent, the 2016 Exchange Agreement. Such Stockholder has the sole right to vote and Transfer such Stockholder's Original Shares, and none of such Stockholder's Original Shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting or the Transfer of Stockholder's Original Shares, except (x) as set forth in Sections 3 and 4 of this Agreement, (y) as disclosed on Schedule A hereto or (z) (1) with respect to Parent Purchaser, as provided by the 2015 Exchange Agreement, (2) with respect to the Individual Stockholders, the 2016 Exchange Agreement, or, (3) with respect to the Parent Purchaser, the Parent Proxies.

(d) Information. None of the information supplied or to be supplied by such Stockholder for inclusion or incorporation by reference in (i) the Registration Statement will, at the time the Registration Statement or any amendment or supplement thereto is declared effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) the Proxy Statement will, at the date it is first mailed to each of Parent's and the Company's stockholders or at the time of each of the Parent Stockholders' Meeting and the Company Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(e) Voting. Each Stockholder has the sole and exclusive right to vote, and Parent has the authority and capacity to cause the Parent Purchaser to vote, the Subject Shares (i) for the Merger Agreement, the Merger and the other transactions contemplated thereby and in connection therewith and (ii) against the Vote-Down Matters (as defined below), provided that, in the case of Parent Purchaser, such matters are limited to those set forth in clause (1) of the Vote-Down Matters. Each of those certain Irrevocable Proxies, dated as of March 27, 2015 (collectively, the "Malone Proxies"), by Purchaser in favor of each of the Malone Proxyholders

are inapplicable to the matters set forth in clause (i) of this Section 1(e) and the proviso set forth in clause (ii) of this Section 1(e).

SECTION 2. Representations and Warranties of Parent and Company.

(a) Parent. Parent hereby represents and warrants to each Stockholder and the Company as follows: Parent has all requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated by this Agreement and to comply with the terms of this Agreement. The execution and delivery of this Agreement by Parent, the consummation by Parent of the transactions contemplated by this Agreement and the compliance by Parent with the terms of this Agreement have been duly authorized by all necessary action on the part of Parent and no other corporate proceedings on the part of Parent are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Parent and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Company. The Company hereby represents and warrants to each Stockholder and Parent as follows: the Company has all requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated by this Agreement and to comply with the terms of this Agreement. The execution and delivery of this Agreement by the Company, the consummation by the Company of the transactions contemplated by this Agreement and the compliance by the Company with the terms of this Agreement have been duly authorized by all necessary action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties hereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity.

SECTION 3. Covenants of Stockholder. Each Stockholder covenants and agrees as follows:

(a) At any meeting of the stockholders of the Company called to vote upon the Merger Agreement, the Merger or any of the other transactions contemplated by the Merger Agreement (including any Company Stockholders' Meeting), or at any postponement or adjournment thereof, as permitted by the Merger Agreement, or in any other circumstances upon which a vote, adoption or other approval with respect to the Merger Agreement, the Merger or any of the other transactions contemplated by the Merger Agreement is sought (including any Company Stockholder Approval), such Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares (and to the extent it has voting power with respect to such shares and, if applicable, its Proxy Shares) to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) all of Stockholder's Subject Shares other than such

Stockholder's *pro rata* portion of the Excess Shares (as defined below) in favor of the adoption of the Merger Agreement and the approval of the terms thereof and of the Merger and each of the other transactions contemplated by the Merger Agreement (including the Company Stockholder Approval), with such *pro rata* portion of the Excess Shares to be voted in the same manner as, and in the same proportion to, the votes or actions of all Company stockholders, other than the votes or actions of any Stockholder, provided, that in each case, the Merger Agreement shall not have been amended in a manner that adversely affects the value of the merger consideration payable to the Individual Stockholders, without the prior written consent of the Individual Stockholders; and provided, further, that the Stockholders shall collectively cause the Excess Shares to be voted in accordance with this Section 3(a).

For purposes of this Agreement the following terms have the meanings set forth below.

(i) "*pro rata* portion" means a fraction, (x) the numerator of which is the Starz Voting Power controlled by such Stockholder with respect to the applicable matter, and (y) the denominator of which is the Starz Voting Power controlled by the Stockholders, in the aggregate, with respect to such matter.

(ii) "Starz Voting Power" means the aggregate number of votes which may be cast by a holder of outstanding Starz Voting Securities in the election of directors of the Company.

(iii) "Starz Voting Securities" means, Starz Series A Common Stock, Starz Series B Common Stock and all other securities of the Company entitled to vote in the election of directors of the Company.

(iv) "Starz Series A Common Stock" means the Series A common stock, par value $0.01 per share, of the Company.

(v) "Starz Series B Common Stock" means the Series B common stock, par value $0.01 per share, of the Company.

(vi) "Starz Total Voting Power" means the aggregate number of votes which may be cast by all holders of outstanding Starz Voting Securities in the election of directors of the Company.

(vii) "Starz Excess Voting Power" (as calculated, from time to time, pursuant to this Agreement) means, on the record date for the determination of stockholders entitled to receive notice of, and to vote at, any meeting of the Stockholders of the Company, or in any other circumstances upon which a vote, consent or other approval (including by written consent) is required, on the date of such vote, the amount of Starz Voting Power, if any, by which (x) the Starz Voting Power represented by all Starz Voting Securities beneficially owned, in the aggregate, by the Stockholders, exceeds (y) 33.53% of the Starz Total Voting Power.

(viii) "Excess Shares" means the number of shares of Starz Voting Securities constituting Subject Shares which, at any reference time, entitle the Stockholders to vote the Starz Excess Voting Power.

(b) From the date hereof until the earliest of (i) the date that is nine (9) months after the termination of the Merger Agreement, (ii) the termination of the 2016 Exchange Agreement (other than pursuant to Sections 6.1(b) or 6.1(d) thereof) or (iii) the later of (x) the consummation of the transactions contemplated by the 2016 Exchange Agreement and (y) the date of any meeting of the stockholders of the Company, or any postponement or adjournment thereof, or for the taking of any action by the stockholders of the Company, for which meeting, postponement, adjournment or action a record date has been declared at the time of such consummation, but which meeting (as adjourned or postponed) has not yet occurred, or which action has not yet taken effect, as of the time of such consummation, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which a vote, adoption or other approval is sought, each Stockholder shall (i) appear at such meeting or otherwise cause its Subject Shares (and to the extent it has voting power with respect to such shares and, if applicable, its Proxy Shares) to be counted as present thereat for purposes of calculating a quorum and (ii) vote (or cause to be voted) (1) all of such Stockholder's Subject Shares against any Alternative Company Transaction Proposal or any agreement relating thereto and (2) all of such Stockholder's Subject Shares (including the Proxy Shares to the extent such Stockholder is entitled to vote such Proxy Shares on the particular matter) against any amendment of the Company Charter or the Company Bylaws (other than pursuant to the Merger Agreement) or any other proposal, action, agreement or transaction which, in the case of this clause (2), could reasonably be expected to (A) result in a breach of any covenant, agreement, obligation, representation or warranty of the Company contained in the Merger Agreement or this Agreement or of such Stockholder contained in this Agreement, (B) prevent, impede, interfere or be inconsistent with, delay, discourage or adversely affect the timely consummation of the transactions contemplated by the Merger Agreement, or (C) change in any manner the voting rights of the Company Common Stock (the matters described in clauses (1) and (2), collectively, the "Vote-Down Matters"), other than, in the case of this clause (2), such Stockholder's *pro rata* portion of the Excess Shares, in which case such *pro rata* portion of the Excess Shares will be voted in the same proportion to the votes or actions of all Company stockholders, other than the votes or actions of any Stockholders.

From the date hereof until the earliest of (i) the date that is nine (9) months after the termination of the Merger Agreement, (ii) the termination of the 2016 Exchange Agreement (other than pursuant to Sections 6.1(b) or 6.1(d) thereof) or (iii) the later of (x) the consummation of the transactions contemplated by the 2016 Exchange Agreement and (y) the date of any meeting of the stockholders of the Company, or any postponement or adjournment thereof, or for the taking of any action by the stockholders of the Company, for which meeting, postponement, adjournment or action a record date has been declared at the time of such consummation, but which meeting (as adjourned or postponed) has not yet occurred, or which action has not yet taken effect, as of the time of such consummation, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which a vote, adoption or other approval is sought (other than with respect to the matters set forth in Section 3(a) and the Vote-Down Matters), each Stockholder shall appear at such meeting or otherwise cause its Subject Shares (and to the extent it has voting power with respect to such

shares and if applicable, its Proxy Shares) to be counted as present thereat for purposes of calculating a quorum and shall vote or cause all of its Subject Shares to be voted other than such Stockholder's *pro rata* portion of the Excess Shares, in which case such *pro rata* portion of the Excess Shares will be voted in the same proportion to the votes or actions of all Company stockholders, other than the votes or actions of any Stockholders, at any such meeting of the stockholders of the Company or under any such other circumstances upon which a vote, consent or other approval is sought by or from the stockholders of the Company.

(c) Each Individual Stockholder shall not, nor shall it authorize or permit any of its Affiliates or any of its or their respective directors, officers or employees or any of their respective Representatives to, directly or indirectly, (i) solicit, initiate or facilitate (including by way of furnishing information), induce or encourage any inquiries or the making of any proposal or offer (including any proposal or offer to the Company Stockholders) that constitutes or would reasonably be expected to lead to an Alternative Company Transaction Proposal, or (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or cooperate in any way that would otherwise reasonably be expected to lead to, any Alternative Company Transaction Proposal. Each Individual Stockholder shall, and shall cause its Affiliates and its and their respective Representatives to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Person with respect to any Alternative Company Transaction Proposal and will enforce and will not waive any provisions of, any confidentiality or standstill agreement (or any similar agreement) to which the Company or any of its Subsidiaries is a party relating to any such Alternative Company Transaction Proposal, and will promptly request each Person that has heretofore executed a confidentiality agreement in connection with its consideration of any Alternative Company Transaction Proposal to return or destroy all confidential information furnished prior to the execution of this Agreement to or for the benefit of such Person by or on behalf of the Company or any of its Subsidiaries. Notwithstanding the foregoing, in the event the Company is permitted to take the actions set forth in Section 5.2(b)(i) and (ii) of the Merger Agreement, John C. Malone shall be released from the restrictions set forth in clause (ii) of the first sentence of this Section 3(c).

(d) Except as provided by the 2016 Exchange Agreement, or, solely in the event Parent Purchaser owns greater than 14.9% of the voting power of the Company prior to the consummation of the Merger, Transfers by Parent Purchaser to ensure that Parent Purchaser will own 14.9% of the voting power of the Company prior to the consummation of the Merger, such Stockholder shall not, and shall not commit or agree to, directly or indirectly, (i) sell, transfer, pledge, encumber, exchange, assign, tender or otherwise dispose of (including by gift, merger or otherwise by operation of Law) (collectively, "Transfer"), or consent to or permit any Transfer of, any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of the Company, or enter into any Contract, option, call or other arrangement with respect to the Transfer (including any profit-sharing or other derivative arrangement) of any Subject Shares (or any interest therein) or any rights to acquire any securities or equity interests of the Company, to any Person other than pursuant to this Agreement, unless prior to any such Transfer the transferee of such Stockholder's Subject Shares is a party to this Agreement and to the 2016 Exchange Agreement, or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any Subject Shares or rights to acquire any securities or equity interests of the Company, other than this Agreement. At the request of

Parent or the Company, each certificate or other instrument representing any Subject Shares shall bear a legend that such Subject Shares are subject to the provisions of this Agreement, including this Section 3(d).

(e) Such Stockholder shall not, and such Stockholder shall not permit any of its Subsidiaries to, or authorize or permit any Affiliate, director, officer, trustee, employee or partner of such Stockholder or any of its Subsidiaries or any Representative of such Stockholder or any of its Subsidiaries to, directly or indirectly, issue any press release or make any other public statement with respect to the Merger Agreement, this Agreement, the Merger or any of the other transactions contemplated by the Merger Agreement or by this Agreement without the prior written consent of Parent and the Company, except as may be required by applicable Law or court process, provided that the foregoing shall not apply to any disclosure required to be made by such Stockholder to the SEC or other Governmental Entity, including any amendment of any Statement of Schedule 13D, so long as such disclosure is consistent with the terms of this Agreement and the Merger Agreement and the public statements made by the Company and Parent pursuant to the Merger Agreement.

(f) Such Stockholder hereby agrees that, in the event (i) of any stock or extraordinary dividend or other distribution, stock split, reverse stock split, recapitalization, reclassification, reorganization, combination or other like change, of or affecting the Subject Shares or (ii) that such Stockholder purchases or otherwise acquires beneficial or record ownership of or an interest in, or acquires the right to vote or share in the voting of, any shares of capital stock of the Company, in each case after the execution of this Agreement (including by conversion, operation of Law or otherwise) (collectively, the "New Shares"), such Stockholder shall deliver promptly to Parent and the Company written notice of such event which notice shall state the number of New Shares so acquired or received or over which such Stockholder obtained the right to vote. Such Stockholder agrees that any New Shares shall be subject to the terms of this Agreement, including all covenants, agreements, obligations, representations and warranties set forth herein, and shall constitute Subject Shares to the same extent as if those New Shares were owned by such Stockholder on the date of this Agreement. Such Stockholder agrees that this Agreement and the obligations hereunder shall be binding upon any Person to which record or beneficial ownership of such Stockholder's Subject Shares shall pass, whether by operation of Law or otherwise, including such Stockholder's heirs, guardians, administrators or successors, and such Stockholder further agrees to take all actions necessary to effectuate the foregoing.

(g) Each Stockholder hereby waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from the Merger that such Stockholder may have by virtue of ownership of the Subject Shares.

SECTION 4. Grant of Irrevocable Proxy; Appointment of Proxy. (a) From the date hereof until the termination of the Stockholders' obligations pursuant to Section 3, each Stockholder hereby irrevocably grants to, and appoints, each of Christopher P. Albrecht, David Weil and Scott D. Macdonald and any other individual designated in writing by the Company, and each of them individually, such Stockholder's proxy and attorney-in-fact (with full power of substitution and re-substitution), for and in the name, place and stead of such Individual Stockholder, to vote all of such Stockholder's Subject Shares (and, if applicable, its Proxy Shares) at any meeting of stockholders of the Company (including any Company Stockholders'

Meeting) or any adjournment or postponement thereof, (i) in favor of the adoption of the Merger Agreement and the approval of the terms thereof and of the Merger and each of the other transactions contemplated by the Merger Agreement (including the Company Stockholder Approval) in accordance with the terms of Section 3(a) of this Agreement and (ii) against any Vote-Down Matter in accordance with the terms of Section 3(b) of this Agreement. The proxy granted in this Section4 shall expire at the time that the obligations of the Stockholders in Section 3 have been fully performed in accordance with their terms.

(b) Each Stockholder represents that any proxies heretofore given in respect of such Stockholder's Subject Shares (and, if applicable, its Proxy Shares) are not irrevocable, other than the Parent Proxies, and that all such proxies, other than the Parent Proxies, are hereby revoked.

(c) Each Stockholder hereby affirms that the irrevocable proxy set forth in this Section4 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Stockholder under this Agreement. Such Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked. Such Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Each such irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the DGCL.

SECTION 5. Shareholder Approval. As promptly as practicable following the date hereof, to the extent that Parent is required by applicable stock exchange rules to obtain stockholder approval of the issuance of the Lionsgate Exchange Shares (as defined in the 2016 Exchange Agreement), Parent shall prepare and file with the SEC, an appropriate proxy statement (the "Parent Proxy Statement") seeking approval of the transactions contemplated by the 2016 Exchange Agreement (the 'Stockholder Exchange Approval"). Parent shall use its reasonable best efforts to cause the Parent Proxy Statement to comply with the rules and regulations promulgated by the SEC. Each Stockholder shall furnish all information concerning it as may reasonably be requested by the other party in connection with such actions and the preparation of the Parent Proxy Statement. Parent shall duly give notice of, convene and hold a stockholders' meeting as promptly as practicable following the date the Parent Proxy Statement is filed for the purpose of seeking the Stockholder Exchange Approval (or adjournment of the Parent Stockholders' Meeting under certain circumstances) and shall, (a) recommend to its stockholders approval of the issuance of Lionsgate Exchange Shares (as defined in the Exchange Agreement) and include in the Parent Proxy Statement such recommendation and (b) use its reasonable best efforts to solicit such approval and obtain the Stockholder Exchange Approval. Once the stockholders' meeting at which the Stockholder Exchange Approval is being sought has been called and noticed, Parent may only adjourn or postpone such stockholders' meeting (x) to the extent necessary to ensure that any necessary supplement or amendment to the Parent Proxy Statement is provided to its stockholders in advance of a vote on the Stockholder Exchange Approval, or (y) if, as of the time for which the such stockholders' meeting is originally scheduled, there are insufficient shares of Parent common stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting and, in any such case (clause (x) or (y)), only for a minimum period of time reasonable under such circumstance. Parent shall ensure that the stockholders' meeting at which the Stockholder

Exchange Approval is being sought is called, noticed, convened, held and conducted, and that all proxies solicited in connection with the Stockholders' Meeting are solicited in compliance with applicable law, the rules of NYSE and the organizational documents of Parent. If the Merger Agreement has not been terminated in accordance with its terms prior to the date of the Parent Stockholders' Meeting (as defined in the Merger Agreement), Parent shall cause the stockholders' meeting seeking the Stockholder Exchange Approval to be combined with the Parent Stockholders' Meeting.

SECTION 6. Further Assurances. Each Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Parent or the Company may reasonably request for the purpose of effectuating the matters covered by this Agreement, including the grant of the proxies and attorneys-in fact set forth in Section 4 of this Agreement.

SECTION 7. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties hereto without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 8. Termination. This Agreement shall terminate upon the earliest of (a) immediately following the Company Stockholders' Meeting duly convened and at which the Company Stockholder Approval have been voted on by the stockholders of the Company (including, if adjourned in accordance with the Merger Agreement, immediately following the final adjournment thereof), (b) the termination of the Merger Agreement in accordance with its terms, and (c) the date of any material modification, waiver or amendment of the Merger Agreement as in effect on the date of this Agreement that affects adversely the value of the consideration payable to the Individual Stockholders without the prior written consent of the Individual Stockholders, provided, that each of Section 3(b), Section 4, Section 6, this Section 8 and Section 9 shall survive until fully performed in accordance with its terms.

SECTION 9. General Provisions. (a) Amendments. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties hereto; provided, that, in the case of the Company, such amendment will be approved by a majority of the independent directors of the Company (as independence is determined under the rules of The Nasdaq Stock Market).

(b) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via facsimile or e-mail, provided that should any such delivery be made by facsimile or e-mail, the sender shall also send a copy of the information so delivered on or before the next Business Day by a nationally recognized overnight courier or (b) on the first Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery), in each case, if to the Stockholders, to the addresses set forth on Schedule A and Schedule B, and if to the Parent or the Company, to the addresses for Parent and

the Company set forth in Section 8.2 of the Merger Agreement (or at such other address for a party as shall be specified by like notice).

(c) Interpretation. When a reference is made in this Agreement to a paragraph, a Section or a Schedule, such reference shall be to a paragraph of, a Section of or a Schedule to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to a Person are also to its permitted successors and assigns. Each of the parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any of the provisions of this Agreement.

(d) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

(e) Entire Agreement; Third-Party Beneficiaries. This Agreement, the Merger Agreement, the 2016 Exchange Agreement, the Parent Proxies and the 2015 Exchange Agreement and the transactions contemplated hereby and thereby (i) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof and neither party is relying on any other oral or written representation, agreement or understanding and no party makes any express or implied representation or warranty in connection with the transactions contemplated hereby or thereby other than as set forth herein or therein and (ii) except the rights conferred upon those Persons specified as proxies and attorneys-in-fact in Section 4, is not intended to confer upon any Person other than the parties any rights or remedies.

(f) Governing Law; Consent to Jurisdiction; Venue. (i) All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by

and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws.

(ii) Each of the parties hereto (1) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware (or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Delaware) in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (2) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, and (3) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than such court.

(g) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties to this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(h) Specific Performance. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity.

(i) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MERGER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT OR THE MERGER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(j) Expenses. Parent shall pay (i) up to $1.6 million of reasonable out-of-pocket costs and expenses incurred by the Individual Stockholders, in the aggregate (minus all amounts reimbursed pursuant to Section 8.4 of the Exchange Agreement), including (subject to the foregoing cap) the fees payable to Kern Consulting, LLC, the reasonable fees, charges and disbursements of counsel for the Individual Stockholders, in connection with the preparation, negotiation, execution and delivery of this Agreement, the 2016 Exchange Agreement and the transactions contemplated thereby and (ii) any required filing fee in connection with the filings

made on behalf of the Individual Stockholders described in Section 5.6 of the Merger Agreement. Except as otherwise provided herein, all costs, fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, whether or not consummated, shall be paid by the party incurring such cost or expense. For the avoidance of doubt, the foregoing cap does not apply to costs or expenses subject to the indemnification set forth in Section 9(k).

(k) Indemnification.

(i) Parent (the "Indemnifying Party") covenants and agrees, on the terms and subject to the limitations set forth in this Agreement, to indemnify and hold harmless each Individual Stockholder and such Individual Stockholder's representatives and advisors (each, an "Indemnified Party"), from and against any and all Losses incurred in connection with, arising out of or resulting from any claims, demands, actions, proceedings or investigations (collectively, "Actions") relating to the transactions contemplated by the Merger Agreement, this Agreement, or the 2016 Exchange Agreement (including any Actions brought by any of the stockholders, directors, officers or employees of any of Parent or Company relating thereto). For purposes of this Section 9(k), "Losses" means any loss (including disgorgement of consideration), liability, cost, damage or expense (including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts) related to an Action for which an Indemnified Party is entitled to indemnification pursuant to this Agreement; provided, however, that any diminution in value of the capital stock of Parent shall not constitute a Loss.

(ii) Notwithstanding anything herein to the contrary, the Indemnifying Party will not be obligated to provide indemnity hereunder to any Indemnified Party with respect to any Losses which (x) result from such Indemnified Party's willful misconduct or gross negligence or (y) result primarily from any breach of any representation and warranty of such Indemnified Party contained in this Agreement or any breach of any covenant or agreement made or to be performed by such Indemnified Party under this Agreement.

(iii) The Indemnifying Party will indemnify the Indemnified Parties pursuant to this Section9(k) regardless of whether such Losses are incurred prior to or after the Effective Time. The indemnification provided pursuant to this Section 9(k) is in addition to, and not in derogation of, any other rights an Indemnified Party may have under applicable law, the certificate of incorporation or bylaws of the Company, or pursuant to any contract, agreement or arrangement; provided, however, that Losses will not be duplicated.

(iv) Promptly after the receipt by any Indemnified Party of notice of any Action that is or may be subject to indemnification hereunder (each, an "Indemnifiable Claim") (and in no event more than ten Business Days after the Indemnified Party's receipt of written notice of such Indemnifiable Claim), such Indemnified Party shall give written notice thereof to the Indemnifying Party, which notice will include, to the extent known, the basis for such Indemnifiable Claim and copies of any pleadings or written demands relating to such Indemnifiable Claim and, promptly following request therefor, shall provide any additional information in respect thereof that the Indemnifying Party may reasonably request; provided, however, that (x) any delay in giving or failure to give such notice will not affect the obligations of the Indemnifying Party hereunder except to the extent the Indemnifying Party is actually

prejudiced as a result of such delay in or failure to notify and (y) no such notice shall be required to be given to the Indemnifying Party to the extent that the Indemnifying Party or any of its respective Affiliates is a party to any such Indemnifiable Claim.

(v) Subject to Section 9(k)(vi) and Section 9(k)(vii), the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of any Indemnifiable Claim in respect of an Action commenced or made by a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "Third Party Indemnifiable Claim") so long as, within ten calendar days after the receipt of notice of such Third Party Indemnifiable Claim from the Indemnified Party (pursuant to Section 9(k)(iv)), the Indemnifying Party: (x) deliver a written confirmation to such Indemnified Party that the indemnification provisions of Section 9(k) are applicable, subject only to the limitations set forth in this Agreement, to such Third Party Indemnifiable Claim and that the Indemnifying Party will indemnify such Indemnified Party in respect of such Third Party Indemnifiable Claim to the extent required by this Section 9(k), and (y) notify such Indemnified Party in writing that the Indemnifying Party will assume the control of the defense thereof. Following notification to such Indemnified Party of the assumption of the defense of such Third Party Indemnifiable Claim, the Indemnifying Party shall retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such Third Party Indemnifiable Claim. If the Indemnifying Party so assumes the defense of any such Third Party Indemnifiable Claim in accordance herewith, subject to the provisions of clauses (iv) through (vi) of this Section 9(k), (A) the Indemnifying Party shall be entitled to exercise full control of the defense, compromise or settlement of such Third Party Indemnifiable Claim and such Indemnified Party shall cooperate (subject to the Indemnifying Party's agreement to reimburse such Indemnified Party for all reasonable out-of-pocket expenses incurred by such Indemnified Party in connection with such cooperation) with the Indemnifying Parties in any manner that the Indemnifying Party reasonably may request in connection with the defense, compromise or settlement thereof (subject to the last sentence of this Section 9(k)(v)), and (B) such Indemnified Party shall have the right to employ separate counsel selected by such Indemnified Party and to participate in (but not control) the defense, compromise or settlement thereof and the Indemnifying Party shall pay the reasonable fees and expenses of one such separate counsel, and, if reasonably necessary, one local counsel. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed to assume the defense thereof as contemplated in this Section 9(k)(v), in which case such Indemnified Party will be entitled to control the defense, compromise or settlement thereof at the expense of the Indemnifying Party. Without the prior written consent of each of the Indemnified Parties who are named in the Action subject to the Third Party Indemnifiable Claim (which consent shall not be unreasonably withheld, delayed or conditioned), the Indemnifying Party will not settle or compromise or consent to the entry of judgment with respect to any Indemnifiable Claim (or part thereof) unless such settlement, compromise or consent (x) includes an unconditional release of such Indemnified Parties, (y) does not include any admission of wrongdoing on the part of such Indemnified Parties and (z) does not enjoin or restrict in any way the future actions or conduct of such Indemnified Parties (other than in a manner consistent with the terms of the Subject Instruments).

(vi) Notwithstanding Section 9(k)(v), an Indemnified Party, at the expense of the Indemnifying Party, (x) shall, subject to the last sentence of this Section 9(k)(vi), be entitled to separately control the defense, compromise or settlement of any Third Party Indemnifiable Claim as to such Indemnified Party if, in the judgment of counsel to the Indemnified Party, there exists any actual conflict of interest relating to the defense of such Action between the Indemnified Party and one or more Indemnifying Party and (y) shall be entitled to assume control of the defense, compromise and settlement of any Third Party Indemnifiable Claim as to which the Indemnifying Party have previously assumed control in the event the Indemnifying Party are not timely and diligently pursuing such defense. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any Action with respect to which it controls the defense thereof pursuant to this Section 9(k)(vi) and for which it is entitled to indemnification without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(vii) In all instances under this Section 9(k) where the Indemnifying Party has agreed to pay the fees, costs and expenses of the Indemnified Parties, such fees, costs and expenses shall be reasonable. The parties agree to cooperate and coordinate in connection with the defense, compromise or settlement of any Indemnifiable Claims.

(viii) In addition to (but without duplication of) the Indemnified Party's right to indemnification as set forth in this Section 9(k), if so requested by an Indemnified Party, the Indemnifying Party shall also advance to such Indemnified Party (within five Business Days of such request) any and all reasonable fees, costs and expenses incurred by an Indemnified Party in accordance with this Section 9(k) in connection with investigating, defending, being a witness in or participating in (including any appeal), or preparing to defend, be a witness in or participate in, any Indemnifiable Claim, including, without duplication, reasonable fees and expenses of counsel, accountants, consultants and other experts (an "Expense Advance").

(ix) Each Individual Stockholder agrees that he or she will repay Expense Advances made to him or her (or paid on his or her behalf) by the Indemnifying Party pursuant to this Section 9(k) if it is ultimately finally determined by a court of competent jurisdiction that he or she is not entitled to be indemnified pursuant to this Section 9(k).

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Parent has caused this Agreement to be signed by its officer thereunto duly authorized and each Stockholder has signed this Agreement, all as of the date first written above.

LG LEOPARD CANADA LP

By: LG LEOPARD GP CANADA INC.,
its general partner

By: /s/ Wayne Levin
Name: Wayne Levin
Title: President, General Counsel and Secretary

LIONSGATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

[Parent Signature Page to Voting Agreement]

JOHN C. MALONE

/s/ John C. Malone

LESLIE MALONE

/s/ Leslie Malone

THE TRACY L. NEAL TRUST A

By: /s/ David Thomas III
Name: David Thomas III
Title: Trustee

THE EVAN D. MALONE TRUST A

By: /s/ David Thomas III
Name: David Thomas III
Title: Trustee

ROBERT R. BENNETT

/s/ Robert R. Bennett

DEBORAH J. BENNETT

/s/ Deborah J. Bennett

HILLTOP INVESTMENTS, LLC

By: /s/ Robert R. Bennett
Name: Robert R. Bennett
Title: Manager

STARZ

By: /s/ Christopher P. Albrecht
Name: Christopher P. Albrecht
Title: Chief Executive Officer

[Company Signature Page to Voting Agreement]

Schedule A

Name and Address of Individual Stockholders	Number of Subject Shares Owned Beneficially or of Record (Other than Proxy Shares)
John C. Malone 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	Series A: -0- Series B: 5,832,020
Leslie Malone 12300 Liberty Blvd., 2nd Floor Englewood, CO 80112	Series A: 101,778 Series B: 230,564
Tracy M. Neal Trust A Attn: David Thomas, III, Trustee 8400 East Prentice Avenue, Suite 1500 Greenwood Village, CO 80111	Series A: -0- Series B: 52,508
Evan D. Malone Trust A Attn: David Thomas, III, Trustee 8400 East Prentice Avenue, Suite 1500 Greenwood Village, CO 80111	Series A: -0- Series B: 71,637
Robert R. and Deborah J. Bennett 10900 Hilltop Road Parker, CO 80134	Series A: 13,967 Series B: 658,392
Hilltop Investments, LLC 10900 Hilltop Road Parker, CO 80134	Series A: -0- Series B: 19,623

Schedule B

Name and Address of Parent Purchaser	Number of Subject Shares Owned of Record
LG Leopard Canada LP 2700 Colorado Avenue; Santa Monica, CA 90404	Series A: 2,118,038 Series B: 2,590,597

Exhibit 10.7

EXECUTION VERSION

AMENDMENT TO

VOTING AND STANDSTILL AGREEMENT

dated as of

June 30, 2016

among

LIONS GATE ENTERTAINMENT CORP.,

LIBERTY GLOBAL INCORPORATED LIMITED,

DISCOVERY LIGHTNING INVESTMENTS LTD.,

JOHN C. MALONE,

MHR FUND MANAGEMENT, LLC,

LIBERTY GLOBAL PLC,

DISCOVERY COMMUNICATIONS, INC.

and

the Mammoth Funds (as defined herein)

VOTING AND STANDSTILL AGREEMENT

This AMENDMENT TO VOTING AND STANDSTILL AGREEMENT (this "**Amendment**") dated as of June 30, 2016 among MHR Fund Management, LLC, a Delaware limited liability company ("**Mammoth**"), the affiliated funds of Mammoth party hereto (the "**Mammoth Funds**"), Liberty Global Incorporated Limited, a limited company organized under the laws of England and Wales ("**Leopard**"), Discovery Lightning Investments Ltd., a limited company organized under the laws of England and Wales ("**Dragon**"), John C. Malone ("**M**"), Lions Gate Entertainment Corp., a corporation organized under the laws of British Columbia, Canada (subject to Section 1.02(b) thereto, the "**Company**"), Liberty Global plc, a public limited company organized under the laws of England and Wales ("**Leopard Parent**"), and Discovery Communications, Inc., a Delaware corporation ("**Dragon Parent**" and, together with Mammoth, Leopard Parent and M, the "**Investors**" and each, an "**Investor**") (collectively the "**Parties**").

W I T N E S S E T H :

WHEREAS, the Parties entered into a Voting and Standstill Agreement, dated as of November 10, 2015 (the "**Agreement**"; capitalized terms used but not defined herein shall have the meanings set forth in the Agreement); and

WHEREAS, the Company, Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly-owned subsidiary of the Company ("**Orion**"), and Starz, a Delaware corporation, are entering into an Agreement and Plan of Merger, dated as of June 30, 2016, (the "**Merger Agreement**", and the transactions contemplated therein, the "**Merger**") upon the terms and subject to the conditions in force on such date; and

WHEREAS, the Company and Orion are entering into a Stock Exchange Agreement, dated as of June 30, 2016, with the stockholders listed on Schedule 1 thereto (the "**2016 Exchange Agreement**"), upon the terms and subject to the conditions in force on such date; and

WHEREAS, in connection with the Merger Agreement and the 2016 Exchange Agreement, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **Initial Excess Securities**. The definition of "Initial Excess Securities" is amended to replace the reference to "13.5% of the Total Voting Power" therein with "the greater of (a) 13.5% of the Total Voting Power and (b) if either the Merger (as defined in the Merger Agreement) or the Exchange (as defined in the Stock Exchange Agreement, dated as of June 30, 2016, by and among the

Company, Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly-owned subsidiary of the Company, and the stockholders listed on Schedule 1 thereto) occurs, the lesser of (i) 14.2% of the Total Voting Power and (ii) that percentage of the Total Voting Power that the LDM Investors and their respective Affiliates and any Person that is a member of a group with any such Persons shall have immediately following the consummation of the Merger or the Exchange, as the case may be".

2. **Standstill**. The following words shall be added at the end of Section 2.01(a) of the Agreement: "*;provided, further,* that any LDM Investor shall be permitted to acquire Parent Non-Voting Stock (as defined in the Merger Agreement) pursuant to the transactions contemplated by the Merger Agreement, dated as of June 30, 2016 (the "**Merger Agreement**"), by and among the Company, Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly-owned subsidiary of the Company, and Starz, a Delaware corporation."

3. **Definitions**.

(a) The definition of Common Share is amended to add the following words at the end: ", including, for the avoidance of doubt, the Parent Voting Stock and the Parent Non-Voting Stock (in each case as defined in the Merger Agreement)."

(b) The definition of Voting Securities is amended to add the following words after "Common Shares": "entitled to vote in the election of directors of the Company".

4. **No Other Changes**. All terms of the Agreement, except as amended by this Amendment, remain in full force and effect.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LIBERTY GLOBAL
INCORPORATED LIMITED

By: /s/ Jeremy Evans
Name: Jeremy Evans
Title: Authorized Signatory

LIBERTY GLOBAL
INCORPORATED LIMITED

By: /s/ Jeremy Evans
Name: Jeremy Evans
Title: Authorized Signatory

For Notices:
Leopard
Griffin House
161 Hammersmith Road
London W6 8BS
United Kingdom
Attention: General Counsel, Legal Department
Fax: +44 20 8483 6400
E-mail: As Provided Previously

with a copy to:

Leopard
12300 Liberty Boulevard
Englewood, CO 80112
Attention: General Counsel, Legal Department
Facsimile No.: (303) 220-6691
E-mail: As Provided Previously

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Robert Katz
Facsimile No.: (646) 848-8008
E-mail: rkatz@shearman.com

Signature Page to Amendment to Standstill and Voting Agreement

DISCOVERY LIGHTNING INVESTMENTS LTD.

By: /s/ Bruce Campbell
Name: Bruce Campbell
Title: Chief Development, Distribution and Legal Officer

For Notices:
Discovery Lightning Investments, Ltd
Chiswick Park Building 2
566 Chiswick High Road
London W4 5YB
Attention: Roanne Weekes, SVP
DNI Finance and Director
Facsimile: +44 20 8811 3310
E-mail: As Provided Previously

with a copy to:

Discovery Communications, LLC
850 Third Avenue
New York, NY 10022
Attention: Bruce Campbell, Chief Development, Distribution and Legal Officer
Facsimile No.: (212) 548-5848
E-mail: As Provided Previously

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Jonathan Levitsky
Facsimile No.: (212) 909-6836
E-mail: jelevitsky@debevoise.com

/s/ John C. Malone
John C. Malone

For Notices:
John C. Malone
12300 Liberty Blvd., 2nd Floor
Englewood, CO 80112
Facsimile No.: (720) 875-5394
Email: As Provided Previously

with a copy (which shall not
constitute notice) to:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Attention: Steven D. Miller
Facsimile No.: (303) 298-0940
Email: smiller@shermanhoward.com

MHR FUND MANAGEMENT, LLC

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

For Notices:
MHR Fund Management LLC
1345 Avenue of the Americas, Floor 42
New York, NY 10105
Attention: Janet Yeung
Facsimile No.: (212) 262-9356
Email: jyeung@mhrfund.com

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Phillip Mills
Brian Wolfe
Facsimile No.: (212) 701-5800
E-mail: phillip.mills@davispolk.com
brian.wolfe@davispolk.com

DISCOVERY COMMUNICATIONS, INC.

By: /s/ Bruce Campbell
Name: Bruce Campbell
Title: Chief Development, Distribution and Legal Officer

For Notices:
Discovery Communications, LLC
850 Third Avenue
New York, NY 10022
Attention: Bruce Campbell, Chief Development, Distribution and Legal Officer
Facsimile No.: (212) 548-5848
E-mail:
bruce_campbell@discovery.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Jonathan Levitsky
Facsimile No.: (212) 909-6836
E-mail: jelevitsky@debevoise.com

MHR Capital Partners Master Account LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Capital Partners (100) LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners II LP

By: MHR Institutional Advisors II LLC,
its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners IIA LP

By: MHR Institutional Advisors II LLC,
its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners III LP

By: MHR Institutional Advisors III LLC,
its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

Lions Gate Entertainment Corp.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategy Officer

For Notices:

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Santa Monica, CA 90404
Attention: Wayne Levin, General Counsel
and Chief Strategic Officer
Facsimile No.: (310) 496-1359
Email: wlevin@lionsgate.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
NY, NY 10019
Attention: David E. Shapiro
Facsimile No.: 212-403-2000
Email: DEShapiro@wlrk.com

Exhibit 10.8

EXECUTION VERSION

AMENDMENT NO. 1

TO

INVESTOR RIGHTS AGREEMENT

dated as of

June 30, 2016

among

MHR FUND MANAGEMENT, LLC,

LIBERTY GLOBAL INCORPORATED LIMITED,

DISCOVERY LIGHTNING INVESTMENTS LTD.,

LIONS GATE ENTERTAINMENT CORP.,

LIBERTY GLOBAL PLC,

DISCOVERY COMMUNICATIONS, INC.

and

the Mammoth Funds (as defined herein)

AMENDMENT NO. 1 TO INVESTOR RIGHTS AGREEMENT

AMENDMENT NO. 1 TO INVESTOR RIGHTS AGREEMENT (this "**Amendment**") dated as of June 30, 2016 among MHR Fund Management, LLC, a Delaware limited liability company ("**Mammoth**"), Liberty Global Incorporated Limited, a limited company organized under the laws of England and Wales ("**Leopard**"), Discovery Lightning Investments Ltd., a limited company organized under the laws of England and Wales ("**Dragon**"), Lions Gate Entertainment Corp., a corporation organized under the laws of British Columbia, Canada (the "**Company**"), Liberty Global plc, a public limited company organized under the laws of England and Wales ("**Leopard Parent**"), Discovery Communications, Inc., a Delaware corporation ("**Dragon Parent**" and, together with Mammoth and Leopard Parent, the "**Investors**" and each, an "**Investor**"), and the affiliated funds of Mammoth party hereto (the "**Mammoth Funds**") (collectively the "**Parties**").

W I T N E S S E T H :

WHEREAS, the Parties entered into an Investor Rights Agreement, dated as of November 10, 2015 (the "**Agreement**"; capitalized terms used but not defined herein shall have the meanings set forth in the Agreement); and

WHEREAS, the Company, Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly-owned subsidiary of the Company ("**Orion**"), and Starz, a Delaware corporation, are entering into an Agreement and Plan of Merger, dated as of June 30, 2016, (the "**Merger Agreement**", and the transactions contemplated therein, the "**Merger**") upon the terms and subject to the conditions in force on such date; and

WHEREAS, in connection with the Merger Agreement, Mammoth and the Mammoth Funds are entering into a Voting Agreement (the "**Mammoth Voting Agreement**") with Parent and the Company, pursuant to which Mammoth and the Mammoth Funds will agree, among other things, to take specified actions in connection with the transactions contemplated by the Merger Agreement; and

WHEREAS, in connection with the Merger Agreement and the Mammoth Voting Agreement, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **Vote on Pre-Emptive Rights**. The following shall be added as a new Section 3.01(i) to the Agreement:

"(i) (a) For purposes of this Section 3.01(i), "**Parent Stockholders' Meeting**" shall have the meaning set forth in that certain

Agreement and Plan of Merger, dated as of June 30, 2016 (the "**Merger Agreement**"), by and between the Company, Orion Arm Acquisition Inc., a Delaware corporation and an indirect wholly-owned subsidiary of the Company, and Starz, a Delaware corporation.

(b) The Company shall (i) duly give notice of, convene and hold a meeting of the Company stockholders (the '**Stockholder Meeting**") as promptly as practicable following the date hereof (and in no event later than the date of the Parent Stockholders' Meeting) in order to seek the approval of the Company stockholders (including pursuant to Applicable Exchange Rules) of any issuance of New Issue Securities to the Investors pursuant to this Section 3.01 that occurs between the date of the Stockholder Meeting and the five-year anniversary of the date of the Stockholder Meeting (the "**Stockholder Approval**"), (ii) recommend to its stockholders that they vote in favor of the Stockholder Approval and (iii) use its reasonable best efforts to solicit such approval and obtain the Stockholder Approval.

(c) Each Investor shall, and shall cause each of its Controlled Persons to, cause the Voting Securities beneficially owned by such Investor and/or any of its Controlled Persons (other than (x) Voting Securities rehypothecated by a Hedging Counterparty in connection with a Hedging Transaction and (y) Company Securities beneficially owned by such Person solely as a result of clause (ii)(a) or (ii)(c) of the proviso in the definition of "beneficial ownership") to be voted in favor of the Stockholder Approval at the Stockholder Meeting, and at any adjournment or postponement thereof.

(d) The Company shall not issue any New Issue Securities to the extent that complying with this Section 3.01 would require the Company to obtain shareholder approval pursuant to Applicable Exchange Rules with respect to such issuance unless the Company obtains shareholder approval with respect to such issuance (including any shareholder approval which the Company may obtain in advance for issuances that occur within a five-year period).

2. **Pre-Emptive Rights**. Section 3.01(f) of the Agreement shall be amended by deleting clause (vi) and the last sentence of such Section 3.01(f).

3. **Definition**. The definition of Common Share is amended to add the following words at the end: ", including, for the avoidance of doubt, the Parent Voting Stock and the Parent Non-Voting Stock (in each case as defined in the Merger Agreement)."

4. **No Other Changes**. All terms of the Agreement, except as amended by this Amendment, remain in full force and effect.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

LIBERTY GLOBAL PLC

By: /s/ Bryan H. Hall
Name: Bryan H. Hall
Title: Secretary

LIBERTY GLOBAL INCORPORATED LIMITED

By: /s/ Bryan H. Hall
Name: Bryan H. Hall
Title: Director

For Notices:
Liberty Global plc
Griffin House
161 Hammersmith Road
London W6 8BS
United Kingdom
Attention: General Counsel, Legal Department
Fax: +44 20 8483 6400
E-mail: [redacted]

with a copy to:

Liberty Global plc
12300 Liberty Boulevard
Englewood, CO 80112
Attention: General Counsel, Legal Department
Facsimile No.: (303) 220-6691
E-mail: [redacted]

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022
Attention: Robert Katz
Facsimile No.: (646) 848-8008
E-mail: rkatz@shearman.com

DISCOVERY LIGHTNING INVESTMENTS LTD.

By: /s/ Bruce Campbell
Name: Bruce Campbell
Title: Chief Development, Distribution and Legal Officer

For Notices:
Discovery Lightning Investments, Ltd
Chiswick Park Building 2
566 Chiswick High Road
London W4 5YB
Attention: Roanne Weekes, SVP DNI Finance and Director
Facsimile: +44 20 8811 3310
E-mail: As Provided Previously

with a copy to:

Discovery Communications, LLC
850 Third Avenue
New York, NY 10022
Attention: Bruce Campbell, Chief
Development,
Distribution and Legal Officer
Facsimile No.: (212) 548-5848
E-mail: As Provided Previously

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Jonathan Levitsky
Facsimile No.: (212) 909-6836
E-mail: jelevitsky@debevoise.com

MHR FUND MANAGEMENT, LLC

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

For Notices:
MHR Fund Management LLC
1345 Avenue of the Americas, Floor 42
New York, NY 10105
Attention: Janet Yeung
Facsimile No.: (212) 262-9356
Email: jyeung@mhrfund.com

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Phillip Mills
Brian Wolfe
Facsimile No.: (212) 701-5800
E-mail: phillip.mills@davispolk.com
brian.wolfe@davispolk.com

DISCOVERY COMMUNICATIONS, INC.

By: /s/ Bruce Campbell
Name: Bruce Campbell
Title: Chief Development, Distribution and Legal Officer

For Notices:
Discovery Communications, LLC
850 Third Avenue
New York, NY 10022
Attention: Bruce Campbell, Chief Development, Distribution and Legal Officer
Facsimile No.: (212) 548-5848
E-mail: bruce_campbell@discovery.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Jonathan Levitsky
Facsimile No.: (212) 909-6836
E-mail: jelevitsky@debevoise.com

MHR Capital Partners Master Account LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Capital Partners (100) LP

By: MHR Advisors LLC, its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners II LP

By: MHR Institutional Advisors II LLC,
its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners IIA LP

By: MHR Institutional Advisors II LLC,
its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

MHR Institutional Partners III LP

By: MHR Institutional Advisors III LLC,
its general partner

By: /s/ Janet Yeung
Name: Janet Yeung
Title: Authorized Signatory

Exhibit 10.9

EXECUTION VERSION

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, New York 10179

BANK OF AMERICA, N.A.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
One Bryant Park
New York, New York 10036

DEUTSCHE BANK AG NEW YORK BRANCH
DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH
DEUTSCHE BANK SECURITIES INC.
60 Wall Street
New York, New York 10005

CONFIDENTIAL

June 27, 2016

Lions Gate Entertainment Corp.
2700 Colorado Avenue
Suite 200
Santa Monica, CA 90404
Attention: Mr. James Barge

Project Solar
Commitment Letter

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. ("***JPMorgan***"), Bank of America, N.A. (together with its affiliates, "***Bank of America***"), Merrill Lynch, Pierce, Fenner & Smith Incorporated (together with its affiliates, "***Merrill Lynch***") Deutsche Bank AG New York Branch ("***DBNY***"), Deutsche Bank AG Cayman Islands ("***DBCI***") and Deutsche Bank Securities Inc. ("***DBSI***" and, together with JPMorgan, Bank of America, Merrill Lynch, DBNY, DBCI, and any Additional Agents (as defined below) (or their affiliates) appointed pursuant to Section 1 below, "***we***," "***us***" or the "***Commitment Parties***") that Lions Gate Entertainment Corp. ("***Lions Gate***") and a newly created direct or indirect subsidiary of Lions Gate ("***Newco***" and, together with Lions Gate, "***you***") intend to acquire (the "***Acquisition***"), directly or indirectly, the company previously identified to us as Solar (the "***Company***"), by merging Newco with and into the Company, with the Company continuing as the surviving corporation and becoming a wholly owned direct or indirect subsidiary of Lions Gate. You have further advised us that, in connection with the foregoing, you intend to consummate the other Transactions described in the Transaction Description attached hereto as Exhibit A (the "***Transaction Description***").

You have also requested that JPMorgan, Bank of America, DBNY and DBCI (each, an "***Initial Lender***" and, together with any Additional Agents (or their affiliates) appointed pursuant to Section 1 below, collectively, the "***Initial Lenders***") commit, on a several but not joint basis, to provide on the date of the consummation of the Acquisition (the "***Closing Date***") its Commitment Percentage (as specified on Schedule I hereto, the "***Commitment Percentage***") of the aggregate principal amount of (a) the Revolving Facility, (b) the Term A Facility, (c) the Term B Facility

(including, at the Borrower's option pursuant to the terms of the Fee Letter, the amount of any Term B Loan Flex Increase), (d) the Bridge Facility and (e) the Funded Bridge Facility.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description or the Summaries of Principal Terms and Conditions attached hereto as Exhibits B, C and D (collectively, the "***Term Sheets***"; this commitment letter, the Transaction Description, the Term Sheets and the Summary of Additional Conditions attached hereto as Exhibit E, collectively, the "***Commitment Letter***").

1. Agreements.

In connection with the Transactions:

(a) each of JPMorgan, Bank of America and DBNY is pleased to advise you of its several, but not joint, commitment (subject only to the satisfaction or waiver of the conditions set forth in Section 5 hereof) to provide on the Closing Date its Commitment Percentage of the aggregate principal amount of the Revolving Facility;

(b) each of JPMorgan, Bank of America and DBNY is pleased to advise you of its several, but not joint, commitment (subject only to the satisfaction or waiver of the conditions set forth in Section 5 hereof) to provide on the Closing Date its Commitment Percentage of the aggregate principal amount of the Term A Facility;

(c) each of JPMorgan, Bank of America and DBNY is pleased to advise you of its several, but not joint, commitment (subject only to the satisfaction or waiver of the conditions set forth in Section 5 hereof) to provide on the Closing Date its Commitment Percentage of the aggregate principal amount of the Term B Facility (including, at the Borrower's option pursuant to the terms of the Fee Letter, the amount of any Term B Loan Flex Increase);

(d) each of JPMorgan, Bank of America and DBCI is pleased to advise you of its several, but not joint, commitment (subject only to the satisfaction or waiver of the conditions set forth in Section 5 hereof) to provide on the Closing Date its Commitment Percentage of the aggregate principal amount of the Bridge Facility; and

(e) each of JPMorgan, Bank of America and DBCI is pleased to advise you of its several, but not joint, commitment (subject only to the satisfaction or waiver of the conditions set forth in Section 5 hereof) to provide on the Closing Date its Commitment Percentage of the aggregate principal amount of the Funded Bridge Facility.

It is agreed that (i) JPMorgan will have "left" placement in any marketing materials or other documentation used in connection with the Facilities, (ii) DBSI and Merrill Lynch will have "right" placement in any marketing materials or other documentation used in connection with the facilities (in alphabetical order), (iii) JPMorgan will act as sole administrative agent and collateral agent for the Revolving Facility, the Term A Facility and the Term B Facility, (iv) JPMorgan will act as sole administrative agent for the Bridge Facility and the Funded Bridge Facility and (v) the other agents (or their affiliates, as applicable) for the relevant Facility will be listed in an order determined by you in consultation with JPMorgan, Merrill Lynch and DBSI (collectively, the "***Lead Arrangers***"), in any marketing materials or other documentation. You agree that JPMorgan

may perform its responsibilities hereunder through its affiliate, J.P. Morgan Securities LLC. Except as set forth in the immediately succeeding paragraph, you agree that no other agents, co-agents, arrangers or bookrunners will be appointed, no other titles will be awarded and no compensation (other than compensation expressly contemplated by this Commitment Letter, the Arranger Fee Letter dated the date hereof and delivered in connection herewith (the "***Arranger Fee Letter***") and the Administrative Agent Fee Letter dated the date hereof and delivered in connection herewith (the "***Administrative Agent Fee Letter***" and, together with the Arranger Fee Letter, the "***Fee Letters***")) will be paid to any Lender (as defined below) in connection with the Facilities unless you and we shall so agree.

Notwithstanding the foregoing, you and JPMorgan may, on or prior to the date which is 15 business days after the date of your acceptance of this Commitment Letter in accordance with the terms hereof, mutually and reasonably agree to appoint such additional agents, co-agents, bookrunners, managers or arrangers or confer other titles (other than lead arranger or joint lead arranger, of which you and JPMorgan may mutually and reasonably agree to appoint up to, but not more than, 3 additional lead arrangers for each Facility) in respect of the Facilities (any such joint lead arranger, agent, co-agent, bookrunner, manager, arranger or other titled institution, an "***Additional Agent***") in a manner and with economics mutually and reasonably determined by you and JPMorgan; *provided* that (A) you and JPMorgan may not allocate more than 30% of the total economics in respect of the Facilities to such Additional Agents (or their affiliates), (B) each such Additional Agent (or its affiliate) shall assume a proportion of the commitments with respect to the Facilities that is equal to the proportion of the economics allocated to such Additional Agent (or its affiliates) and Schedule I hereto shall be automatically amended accordingly, (C) each such Additional Agent (or its affiliate) must assume commitments across the Facilities on a pro rata basis, (D) such Additional Agent shall have placement after JPMorgan, Merrill Lynch and DBSI in all marketing materials or other documentation used in connection with the Facilities and (E) to the extent you appoint (or confer titles on) any Additional Agent in respect of any Facility, the economics allocated to, and the commitment amounts of, the Lead Arrangers and their affiliated Commitment Parties in respect of such Facility will be proportionately reduced by the amount of the economics allocated to, and the commitment amount of, such Additional Agent (or its affiliate), in each case upon the execution and delivery by such Additional Agent of customary joinder documentation reasonably acceptable to you and us and, thereafter, such Additional Agent shall constitute a "Commitment Party," an "Initial Lender" and a "Lead Arranger" (notwithstanding any different title awarded), as applicable, under this Commitment Letter and under the Arranger Fee Letter.

2. Syndication.

The Lead Arrangers reserve the right, prior to or after the Closing Date, to syndicate all or a portion of the Initial Lenders' commitments hereunder to a group of banks, financial institutions and other institutional lenders and investors (together with the Initial Lenders, the "***Lenders***") identified by the Lead Arrangers in consultation with you and subject to your consent (such consent not to be unreasonably withheld); *provided* that (a) we agree not to syndicate our commitments to (i) competitors of the Borrower, the Company and their respective subsidiaries specified to us by you in writing prior to the date hereof and otherwise specified in writing to us from time to time (it being understood that any update shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Facilities),

(ii) certain banks, financial institutions, other institutional lenders and other entities that have been specified to us by you in writing on or prior to the date hereof and (iii) in the case of each of clauses (i) and (ii) above, any of their known affiliates that are readily identifiable as such on the basis of such affiliates' names (in each case other than their financial investors that are not operating companies or affiliates of operating companies and other than any affiliate that is a bona fide diversified debt fund) (clauses (i), (ii) and (iii) above collectively, the "***Disqualified Lenders***") and (b) notwithstanding the Lead Arrangers' right to syndicate the Facilities and receive commitments with respect thereto, (i) the Initial Lenders shall not be relieved, released or novated from their obligations hereunder (including their obligation to fund the Facilities on the date of the consummation of the Acquisition, including, for the avoidance of doubt, amounts permitted to be borrowed on the Closing Date under the Revolving Facility) in connection with any syndication, assignment or participation of the Facilities, including its commitments in respect thereof, until after the initial funding under the Facilities (including, for the avoidance of doubt, the Revolving Facility) on the Closing Date has occurred, (ii) no assignment or novation shall become effective (as between you and the Initial Lenders) with respect to all or any portion of any Initial Lender's commitments in respect of the Facilities until the initial funding of the Facilities on the Closing Date (including, for the avoidance of doubt, the Revolving Facility) has occurred and (iii) unless you otherwise agree in writing, each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the initial funding under the Facilities (including, for the avoidance of doubt, the Revolving Facility) on the Closing Date has occurred.

Without limiting your obligations to assist with syndication efforts as set forth herein, it is understood that each Initial Lender's commitments hereunder are not conditioned upon the syndication of, or receipt of commitments in respect of, the Facilities and in no event shall the commencement or successful completion of syndication of the Facilities constitute a condition to the availability of the Facilities on the Closing Date. The Lead Arrangers may commence syndication and arrangement efforts promptly upon the execution of this Commitment Letter and as part of their syndication efforts it is their intent to have Lenders commit to the Facilities prior to the Closing Date (subject to the limitations set forth in the preceding paragraph). Prior to the earlier of (x) the 60th day after the Closing Date and (y) the date after the Closing Date on which completion of a "Successful Syndication" (as defined in the Arranger Fee Letter) is achieved (such earlier date, the "***Syndication Date***"), you agree to assist the Lead Arrangers in completing a syndication that is reasonably satisfactory to us and you. Such assistance shall include (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit from your existing lending and investment banking relationships, (b) your providing direct contact between appropriate members of senior management, certain representatives and certain advisors of you, on the one hand, and the proposed Lenders, on the other hand (and your using commercially reasonable efforts to facilitate such contact between appropriate members of senior management and certain non-legal advisors of the Company, on the one hand, and the proposed Lenders, on the other hand), in all such cases at times and locations mutually agreed upon, (c) your assistance (including the use of commercially reasonable efforts to cause the Company to assist) in the preparation of the Information Materials (as defined below) and other customary offering and marketing materials to be used in connection with the syndication, (d) using your commercially reasonable efforts to procure, at your expense, ratings (but not specific ratings) for the Facilities and the Notes from each of Standard & Poor's Financial Services LLC ("***S&P***") and Moody's

Investors Service, Inc. ("***Moody's***"), and a public corporate credit rating and a public corporate family rating (but not specific ratings in either case) in respect of the Borrower after giving effect to the Transactions from each of S&P and Moody's, respectively, prior to commencement of syndication of the Facilities, (e) the hosting, with the Lead Arrangers, of one meeting (and, if requested, a reasonable number of additional meetings to be agreed) of prospective Lenders at times and locations to be mutually agreed upon (and your using commercially reasonable efforts to cause certain officers of the Company to be available for such meeting), and (f) prior to the Syndication Date, there being no competing issues, offerings or placements of debt securities or commercial bank or other credit facilities by or on behalf of you (and your using commercially reasonable efforts to ensure there are no competing issues, offerings or placements of debt securities or commercial bank or other credit facilities by or on behalf of the Company and its subsidiaries) being offered, placed or arranged (other than (1) the Facilities, (2) the Notes or debt securities issued in lieu of the Notes, (3) any film or television production financings, slate financings, or other similar financings and (4) capital leases) without the consent of the Lead Arrangers if such issuance, offering, placement or arrangement would reasonably be expected to materially impair the primary syndication of the Facilities. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letters or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, neither (i) compliance with any of the provisions of this Commitment Letter (other than the conditions set forth in Section 5 hereof) nor (ii) the compliance with this paragraph (including the obtaining of the ratings referenced above) shall constitute a condition to the commitments hereunder or the funding of the Facilities on the Closing Date.

The Lead Arrangers, in their capacity as such, will manage, in consultation with you, all aspects of any syndication of the Facilities, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. To assist the Lead Arrangers in their syndication and arrangement efforts, you agree to promptly prepare and provide (and to use commercially reasonable efforts to cause the Company to provide) all customary and reasonably available information with respect to you, the Company and each of your and its respective subsidiaries and the Transactions, including customary financial information and projections (including financial estimates, forecasts and other forward-looking information, the "***Projections***"), as the Lead Arrangers may reasonably request in connection with the structuring, arrangement and syndication of the Facilities. For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation, or any obligation of confidentiality binding upon, or waive any attorney-client privilege that may be asserted by, you, the Company or any of your respective affiliates (*provided* that in the case of any such confidentiality obligation such obligation was not entered into in contemplation of this provision; *provided further* that you shall notify us if any such information is being withheld as a result of any such confidentiality obligation).

You hereby acknowledge that (a) the Lead Arrangers will make available Information (as defined below), Projections and other customary offering and marketing material and presentations, including confidential information memoranda to be used in connection with the syndication of the Facilities (the "***Information Memorandum***") (such Information, Projections, other customary offering and marketing material and the Information Memorandum, collectively,

with the Term Sheets, the "***Information Materials***") on a confidential basis to the proposed syndicate of Lenders by posting the Information Materials on Intralinks, Debt X, SyndTrak Online or by similar electronic means and (b) certain of the Lenders may be "public side" Lenders (i.e., Lenders who may be engaged in investment and other market-related activities with respect to you and your affiliates, the Company or its subsidiaries or your or their respective securities that do not wish to receive material information with respect to you or your affiliates, the Company or its subsidiaries or your or their securities that is not of a type that would be publicly disclosed in a public offering of the Borrower's or the Company's or one of its subsidiaries' securities (" ***MNPI***")) (any such Lender, a "***Public Sider***" and each Lender that is not a Public Sider, a "***Private Sider***").

At the reasonable request of the Lead Arrangers, you agree to assist (and to use commercially reasonable efforts to cause the Company to assist) us in preparing an additional version of the Information Materials to be used in connection with the syndication of the Facilities that does not include MNPI (all such information and documentation being "***Public Information***") to be used by Public Siders. It is understood that in connection with your assistance described above, the Borrower or, at the Borrower's option, the Company, shall provide us with customary authorization letters for inclusion in any Information Materials that authorize the distribution thereof to prospective Lenders, represent that the additional version of the Information Materials does not include any information that would be MNPI (other than information about the Transactions or the Facilities) and exculpate you, the Company and us with respect to any liability related to the unauthorized use or misuse of the contents of the Information Materials or related offering and marketing materials by the recipients thereof. Before distribution of any Information Materials, you agree to use commercially reasonable efforts to identify that portion of the Information Materials that may be distributed to the Public Siders as containing solely "Public Information," which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof. By marking Information Materials as "PUBLIC," you shall be deemed to have authorized the Commitment Parties and the proposed Lenders to treat such Information Materials as not containing any MNPI (it being understood that you shall not be under any obligation to mark any particular Information Materials "PUBLIC"). You agree that, unless expressly identified as "Public Information," each document to be disseminated by the Lead Arrangers (or any other agent) to any Lender in connection with the Facilities will be deemed to contain MNPI and we will not make any such materials available to Public Siders.

You acknowledge and agree that, subject to the confidentiality and other provisions of this Commitment Letter, the following documents may be distributed to both Private Siders and Public Siders, unless you advise the Lead Arrangers in writing (including by email) within a reasonable time prior (*provided* that such materials have been provided to you and your counsel for review a reasonable period of time prior thereto) to their intended distribution that such materials should only be distributed to Private Siders: (a) administrative materials prepared by the Lead Arrangers for prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda), (b) term sheets and notification of changes in the Facilities' terms, and (c) drafts and final versions of the First Lien Facilities Documentation, the Bridge Facility Documentation and the Funded Bridge Facility Documentation (collectively, the "***Facilities Documentation***"). If you advise us in writing (including by email) that any of the foregoing should be distributed only to Private Siders, then Public Siders will not receive such materials without your consent (such consent not to be unreasonably withheld, conditioned or delayed).

You will be solely responsible for the contents of the Information Memorandum and each of the Commitment Parties shall be entitled to use and rely upon the information contained therein without responsibility for independent verification thereof.

Wherever herein the consent or approval of the Commitment Parties or Lead Arrangers for an action of the Borrower is required, or where a request is to be made of the Borrower thereby, such consent or approval shall be considered given, or such request made, to the extent given or requested by the Commitment Parties (or the corresponding Lead Arrangers) holding a majority of the commitments held by the Commitment Parties.

3. Information.

You hereby represent and warrant that (with respect to the Company and its subsidiaries and businesses, to the best of your knowledge), (a) all written information and written data (other than the Projections and other than information of a general economic or industry specific nature, the "***Information***") that has been or will be made available to any Commitment Party by you or by any of your representatives on your behalf in connection with the transactions contemplated hereby, when taken as a whole after giving effect to all supplements and updates provided thereto, does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to any Commitment Party by you or by any of your representatives on your behalf in connection with the transactions contemplated hereby have been, or will be, prepared in good faith based upon assumptions that are believed by you to be reasonable at the time prepared and at the time the related Projections are so furnished; it being understood that the Projections are as to future events and are not to be viewed as facts, the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material. You agree that, if at any time prior to the Syndication Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and the Projections were being furnished, and such representations were being made, at such time, then you will (and with respect to the Company and its subsidiaries, will use commercially reasonable efforts to) promptly supplement the Information and the Projections such that (with respect to the Information relating to the Company and its subsidiaries and businesses, to the best of your knowledge) such representations and warranties are correct in all material respects under those circumstances. In arranging and syndicating the Facilities, each of the Commitment Parties (i) will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof and (ii) does not assume responsibility for the accuracy or completeness of the Information or the Projections.

4. Fees.

As consideration for the commitments of the Initial Lenders hereunder and for the agreement of the Lead Arrangers to perform the services described herein, you agree to pay (or cause to be paid) the fees set forth in the Fee Letters on the terms and subject to the conditions

(including as to timing and amount) set forth therein. Once paid, such fees shall not be refundable under any circumstances, except as otherwise expressly agreed in writing.

5. Conditions.

The commitments of the Initial Lenders hereunder to fund the Facilities on the Closing Date and the agreements of the Lead Arrangers to perform the services described herein are subject solely to the conditions set forth in Exhibit D hereto and the conditions in the next succeeding paragraph and, upon satisfaction (or waiver by all Commitment Parties) of such conditions, the initial funding of the Facilities shall occur. There are no conditions (implied or otherwise) to the commitments hereunder, and there will be no conditions (implied or otherwise) under the applicable Facilities Documentation to the funding of the applicable Facilities on the Closing Date, including compliance with the terms of this Commitment Letter, the Fee Letters and the Facilities Documentation, other than those that are set forth in this Section 5.

In addition, the commitments of the Initial Lenders hereunder are subject to the following conditions: (a) the execution and delivery by the Credit Parties of the Facilities Documentation, consistent with the Commitment Letter, the applicable Term Sheet and Fee Letters and otherwise mutually agreed to be customary and appropriate for transactions of this type, in each case subject to the Conditionality Provision (as defined below); and (b) delivery of (i) customary borrowing requests, (ii) customary legal opinions, (iii) customary evidence of authorization, (iv) customary officers' incumbency certificates, (v) customary good standing certificates (to the extent available) and (vi) a solvency certificate in the form attached hereto as Exhibit E, in the case of items (ii)-(v), solely as to the Borrower and the Material Specified Guarantors (as defined below).

Notwithstanding anything in this Commitment Letter (including each of the exhibits attached hereto), the Fee Letters, the Facilities Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (i) the only representations the accuracy of which shall be a condition to the availability of the Facilities shall be (A) such of the representations made by or with respect to the Company and its subsidiaries in the Merger Agreement as are material to the interests of the Lenders in their capacities as such, but only to the extent that you (or your affiliate) have the right to terminate your (or its) obligations under the Merger Agreement or to decline to consummate the Acquisition as a result of a breach of such representations in the Merger Agreement (to such extent, the "***Specified Merger Agreement Representations***") and (B) the Specified Representations (as defined below) in the Facilities Documentation and (ii) the terms of the Facilities Documentation shall be in a form such that they do not impair the availability of the Facilities on the Closing Date if the conditions set forth in this Section 5 and in Exhibit D hereto are satisfied. Notwithstanding anything herein or in Exhibit D to the contrary, to the extent any lien search, guaranty or any Collateral (or the creation or perfection of any security interest therein) is not or cannot be provided and/or perfected on the Closing Date (other than (x) execution and delivery of a customary guaranty (in the case of Guarantors organized in the United States or Canada or any state or province thereof, other than Quebec) and personal property security agreement (in the case of the Borrower and all Guarantors organized in the United States or Canada or any state thereof), (y) delivery of stock or other equity certificates of subsidiaries of the Borrower or a Guarantor organized in the United States or Canada or any state or province thereof, other than Quebec, that are Material Specified Guarantors to the extent such equity securities are owned by the Borrower or any Guarantor organized in the United States,

Canada or any state or province thereof, other than Quebec (to the extent required under the Term Sheets and, with respect to the Company and its subsidiaries, to the extent received from the Company after you have used commercially reasonable efforts to obtain them on the Closing Date) and (z) the perfection of security interests in assets with respect to which a lien may be perfected by the filing of a financing statement under the Uniform Commercial Code (or, with respect to Canada, the Personal Property Security Act (but not, for the avoidance of doubt, the Civil Code of Quebec)) after your use of commercially reasonable efforts to do so, then the provision of such lien search, guaranty or Collateral (or the creation or perfection of any security interest therein) shall not constitute a condition precedent to the availability of the Facilities on the Closing Date, but instead shall be required to be delivered within 60 days after the Closing Date (or such later date as may be agreed by the applicable Administrative Agent, in its sole discretion). For purposes hereof, "***Specified Representations***" means the representations and warranties set forth in the Facilities Documentation relating to (1) corporate or other organizational existence of the Borrower and each Material Specified Guarantor ("***Material Specified Guarantor***" to include each Guarantor representing at least 5% of the consolidated total assets or consolidated revenue of the Borrower and the Guarantors in the aggregate, *provided* that if the aggregate of all Material Specified Guarantors does not represent at least 90% of the consolidated total assets and consolidated revenue of the Borrower and the Guarantors in the aggregate, one or more Guarantors shall be deemed to be a "Material Specified Guarantor" so that the requirement set forth above is satisfied on the Closing Date); (2) power and authority, due authorization, execution and delivery, and enforceability of the Facilities Documentation as to the Borrower and each Material Specified Guarantor; (3) no violation of, or conflict with organizational documents of the Borrower and each of the Material Specified Guarantors related to the entering into and performance of the Facilities Documentation; (4) solvency as of the Closing Date (after giving effect to the Transactions) of the Borrower and its subsidiaries on a consolidated basis (solvency to be defined in a manner consistent with the solvency definitions set forth in Exhibit E hereto); (5) Federal Reserve margin regulations; (6) the Investment Company Act; (7) use of proceeds not in violation of FCPA, OFAC or PATRIOT Act; and (8) subject to the provisions of this paragraph and permitted liens, creation, validity and perfection of security interests in the Collateral. This paragraph, and the provisions herein, shall be referred to as the "***Conditionality Provision***."

6. Indemnity.

To induce the Commitment Parties to enter into this Commitment Letter and the Fee Letters and to proceed with the documentation of the Facilities, you agree (a) to indemnify and hold harmless each Commitment Party, their respective affiliates and the respective officers, directors, employees, trustees, advisors, controlling persons, successors and assigns, agents and representatives of each of the foregoing (each, an "***Indemnified Person***"), from and against any and all losses, claims, damages and liabilities of any kind or nature and reasonable and invoiced out-of-pocket fees and expenses, joint or several, to which any such Indemnified Person may become subject to the extent arising out of, resulting from or in connection with this Commitment Letter (including the Term Sheets), the Fee Letters, the Merger Agreement, the Transactions, the Facilities or any use of the proceeds thereof (including, without limitation, any action, claim, litigation, investigation or proceeding arising out of, resulting from or in connection with any of the foregoing (each, a "***Proceeding***")), regardless of whether any such Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors, the Company or any other third person, and to reimburse each such Indemnified Person

upon demand for any reasonable and invoiced out-of-pocket legal expenses of one firm of counsel for all such Indemnified Persons, taken as a whole and a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all such Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs you of such conflict and thereafter retains its own counsel, of another firm of counsel (and a single local counsel for such affected Indemnified Person in each applicable jurisdiction)) and other reasonable and invoiced out-of-pocket fees and expenses incurred in connection with investigating or defending any of the foregoing; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or their respective officers, directors, employees, trustees, advisors, agents, representatives or controlling persons (collectively, such Indemnified Person's "***Related Persons***") (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the obligations of such Indemnified Person or any of such Indemnified Person's Related Persons under this Commitment Letter, the Term Sheets or the Fee Letters (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any Proceeding that does not involve an act or omission by you or any of your affiliates and that is brought by an Indemnified Person against any other Indemnified Person (other than any claims against any Commitment Party in its capacity or in fulfilling its role as an Administrative Agent or arranger or any similar role under any Facility) and (b) whether or not the Closing Date occurs, to reimburse each Commitment Party from time to time for all reasonable and invoiced out-of-pocket expenses, syndication expenses, travel expenses and reasonable fees, disbursements and other charges of one firm of primary counsel for all such Commitment Parties, taken as a whole, and a single local counsel to the Commitment Parties in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions), in each case incurred in connection with the Facilities and the preparation, negotiation and enforcement of this Commitment Letter, the Fee Letters, the Facilities Documentation and any security arrangements in connection therewith (collectively, the "***Expenses***").

You shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such proceedings and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person.

Notwithstanding any other provision of this Commitment Letter or the Fee Letters, (i) no Indemnified Person shall be liable for any damages arising from the use by others of information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of, or a material breach of the obligations under this Commitment Letter, the Term Sheets or the Fee Letters by, such Indemnified Person or any of such Indemnified Person's Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable decision) and (ii) neither you nor any Indemnified Person shall be liable

for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the Fee Letters, the Transactions (including the Facilities and the use of proceeds thereunder), or with respect to any activities related to the Facilities, including the preparation of this Commitment Letter, the Fee Letters and the Facilities Documentation; *provided* that nothing contained in this paragraph shall limit your indemnity and reimbursement obligations to the extent set forth in the second immediately preceding paragraph.

You shall not be liable for any settlement of any Proceeding effected without your consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your written consent, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the other provisions of this Section 6.

7. Sharing of Information, Absence of Fiduciary Relationships, Affiliate Activities.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services) to other persons in respect of which you, the Company and your and their respective affiliates may have conflicting interests regarding the transactions described herein and otherwise. None of the Commitment Parties or their affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or their other relationships with you in connection with the performance by them or their affiliates of services for other persons, and none of the Commitment Parties or their affiliates will furnish any such information to other persons, except to the extent permitted below. You also acknowledge that none of the Commitment Parties or their affiliates has any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by them from other persons.

As you know, certain of the Commitment Parties may be full service securities firms engaged, either directly or through their affiliates, in various activities, including securities trading, commodities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, certain of the Commitment Parties and their respective affiliates may actively engage in commodities trading or trade the debt and equity securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of you, your affiliates, the Company and other companies which may be the subject of the arrangements contemplated by this Commitment Letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. Certain of the Commitment Parties or their affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you, the Company or other companies which may be the subject of the arrangements contemplated by this Commitment Letter or engage in commodities trading with any thereof.

The Commitment Parties and their respective affiliates may have economic interests that conflict with those of the Company and you. You agree that the Commitment Parties will act under this letter as independent contractors and that nothing in this Commitment Letter or the Fee

Letters will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Commitment Parties and you and the Company, your and their respective equity holders or your and their respective affiliates. You acknowledge and agree that (i) the transactions contemplated by this Commitment Letter and the Fee Letters are arm's-length commercial transactions between the Commitment Parties and their affiliates, on the one hand, and you, on the other, (ii) in connection therewith and with the process leading to such transaction each Commitment Party and its applicable affiliates (as the case may be) is acting solely as a principal and not as agents or fiduciaries of you, the Company, your and their management, stockholders, creditors, affiliates or any other person, (iii) the Commitment Parties and their applicable affiliates (as the case may be) have not assumed an advisory or fiduciary responsibility or any other obligation in favor of you or your affiliates with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether the Commitment Parties or any of their respective affiliates have advised or are currently advising you or the Company on other matters) except the obligations expressly set forth in this Commitment Letter and the Fee Letters and (iv) you have consulted your own legal and financial advisors to the extent you deemed appropriate. You further acknowledge and agree that neither we nor any of our affiliates are advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction and you are responsible for making your own independent judgment with respect to the transactions contemplated hereby and the process leading thereto. You agree that you will not claim that the Commitment Parties or their applicable affiliates, as the case may be, have rendered advisory services in connection with the services provided pursuant to this Commitment Letter, or owe a fiduciary or similar duty to you or your affiliates, in connection with this Commitment Letter or the transactions contemplated hereby or the process leading hereto or thereto. You agree that we and our affiliates shall have no liability (whether direct or indirect) to you in respect of a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

The parties agree and acknowledge that all services to be performed under this agreement shall be solely rendered outside of Canada.

8. Confidentiality.

You agree that you will not disclose the Fee Letters and the contents thereof or this Commitment Letter, the Term Sheets, the other exhibits and attachments hereto and the contents of each thereof to any person or entity without prior written approval of the Lead Arrangers (such approval not to be unreasonably withheld, conditioned or delayed), except (a) to your subsidiaries and to each of your and their officers, directors (including Mark H. Rachesky, M.D.), agents, employees, managers, attorneys, accountants, advisors, controlling persons or equity holders (including MHR Institutional Advisors III LLC and MHR Institutional Partners III LP) (and, in each case, each of their attorneys) on a confidential and need-to-know basis, (b) if the Commitment Parties consent in writing to such proposed disclosure or (c) pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law or legal process or to the extent requested or required by governmental and/or regulatory authorities, in each case based on the advice of your legal counsel (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform us promptly thereof prior to disclosure); *provided* that (i) you may disclose this Commitment Letter (but not the Fee Letters, the disclosure of which is governed by clause (vi) below) and the

contents hereof to the Company, its subsidiaries and their respective officers, directors, agents, employees, attorneys, accountants, advisors, controlling persons or equity holders (and each of their attorneys), on a confidential and need-to-know basis, (ii) you may disclose the existence of this Commitment Letter and the contents thereof and the existence (but not the contents of) the Fee Letters in any syndication or other marketing materials in connection with the Facilities or in any prospectus or offering memoranda relating to the Notes, or in connection with any public release or filing (including any proxy or information statement) relating to the Transactions, (iii) you may disclose this Commitment Letter and the Arranger Fee Letter, including the existence and contents hereof and thereof (with the consent of the Lead Arrangers, not to be unreasonably withheld) to potential Additional Agents on a confidential basis, (iv) you may disclose this Commitment Letter, the Term Sheets and other exhibits and annexes to this Commitment Letter, and the contents thereof, to potential Lenders (but not the Fee Letters) and you may disclose the Term Sheets to rating agencies in connection with obtaining ratings for the Borrower and the Facilities, (v) you may disclose the aggregate fee amounts contained in the Fee Letters as part of the Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Facilities or the Notes or in any public release or filing relating to the Transactions and (vi) you may disclose the Fee Letters and the contents thereof to the Company, its subsidiaries and their respective officers, directors, agents, employees, attorneys, accountants, advisors, controlling persons or equity holders (and each of their attorneys), including John C. Malone, on a confidential and need-to-know basis.

The Commitment Parties and their affiliates will use all non-public information provided to them or such affiliates by or on behalf of you hereunder or in connection with the Acquisition and the related Transactions solely for the purpose of providing the services which are the subject of this Commitment Letter and related matters and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge, such information; *provided* that nothing herein shall prevent any Commitment Party or its affiliates from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law or compulsory legal process based on the advice of counsel (in which case such Commitment Party agrees (except with respect to any audit or examination conducted by bank accountants or any regulatory authority exercising examination or regulatory authority of such Commitment Party), to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure), (b) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or any of its respective affiliates (in which case such Commitment Party agrees, to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure (except with respect to any audit or examination conducted by bank accountants or any regulatory authority exercising examination or regulatory authority)), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by the Commitment Parties or any of their affiliates or any related parties thereto in violation of any confidentiality obligations owing to you, the Company or any of your or their respective affiliates (including those set forth in this paragraph), (d) to the extent that such information is received by such Commitment Party or affiliate from a third party that is not, to such Commitment Party's or such affiliate's knowledge, subject to contractual or fiduciary confidentiality obligations owing to you, the Company or any of your or their respective affiliates or related parties, (e) to the extent that such information is independently developed by such Commitment Party, (f) to such

Commitment Party's affiliates and to its and their respective officers and directors, employees, legal counsel, independent auditors, professionals and other experts or agents who need to know such information in connection with the Transactions and who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (g) to potential or prospective Lenders, participants or assignees and to any direct or indirect contractual counterparty to any swap or derivative transaction relating to the Borrower or any of its subsidiaries, subject to the proviso below, (h) for purposes of establishing a "due diligence" or similar defense in connection with any proceeding, (i) to ratings agencies, in connection with obtaining the ratings described in Section 2 hereof, in consultation and coordination with you, (j) to market data collectors and service providers providing services in connection with the syndication or administration of the Facilities or (k) to the extent you shall have consented to such disclosure in writing; *provided* that the disclosure of any such information to any Lenders or prospective Lenders, counterparties or prospective counterparties or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender, counterparty or prospective counterparty or participant or prospective participant that such information is being disseminated on a confidential basis (on terms at least substantially as restrictive as those set forth in this paragraph or as is otherwise reasonably acceptable to you and such Commitment Party, including, without limitation, as agreed in any Information Materials or other marketing materials) in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information. The Commitment Parties' and their affiliates', if any, obligations under this paragraph shall terminate automatically and be superseded by the confidentiality provisions in the Facilities Documentation upon the initial funding thereunder. Notwithstanding anything to the contrary, this paragraph shall automatically terminate 24 months from the date hereof.

9. Miscellaneous.

This Commitment Letter and the commitments hereunder shall not be assignable by any party hereto (other than (i) any assignment occurring as a matter of law pursuant to, or otherwise substantially simultaneously with, the Acquisition on the Closing Date, in each case to the Company (it being understood and agreed that if the Acquisition does not occur on the Closing Date such assignment shall be null and void, as provided below), (ii) by you to another newly formed shell entity organized and existing under the laws of a State of the United States or Canada (or any province thereof), in each case which is and will be controlled by you and after giving effect to the Transactions shall directly or through a wholly owned subsidiary organized and existing under the laws of a State of the United States or Canada (or any province thereof) wholly own the Company or be the successor to the Company or (iii) by any Commitment Party, to any affiliate of such Commitment Party or in connection with the syndication pursuant to the terms of Section 2 above (it being understood that no Initial Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund the Facilities on the Closing Date) in connection with any syndication, assignment or participation of the Facilities, including its commitments in respect thereof, until after the initial funding under the Facilities on the Closing Date has occurred), in each case, without the prior written consent of each other party hereto (such consent not to be unreasonably withheld or delayed) (and any attempted assignment without such consent shall be null and void). Merrill Lynch may, without notice to you, assign its rights and obligations under this Commitment Letter to any other registered broker-dealer wholly-owned by

Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this Commitment Letter. This Commitment Letter and the commitments hereunder are, and are intended to be, solely for the benefit of the parties hereto (and Indemnified Persons) and do not, and are not intended to, confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons to the extent expressly set forth herein). Subject to the limitations set forth in Section 2 above, the Commitment Parties reserve the right to employ the services of their affiliates or branches in providing services contemplated hereby and to allocate, in whole or in part, to their affiliates or branches certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their affiliates or branches may agree in their sole discretion and, to the extent so employed, such affiliates and branches shall be entitled to the benefits and protections afforded to, and subject to the provisions governing the conduct of the Commitment Parties hereunder (and each Commitment Party shall be liable for the actions or inactions of any of its affiliates or branches so employed in such capacity). This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (e.g., a "pdf" or "tiff") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (including the exhibits hereto), together with the Fee Letters, (i) are the only agreements that have been entered into among the parties hereto with respect to the Facilities and (ii) supersede all prior understandings, whether written or oral, among us with respect to the Facilities and sets forth the entire understanding of the parties hereto with respect thereto. THIS COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Subject to the following paragraph, each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, in each case sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letters or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letters or the transactions contemplated hereby in any such New York State court or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

Notwithstanding the preceding paragraph, the governing law provisions of this Commitment Letter and the Fee Letters and any other provisions of this Section 9, it is understood and agreed that (a) the interpretation of the definition of "Company Material Adverse Effect" (and whether or not a Company Material Adverse Effect has occurred), (b) the determination of the accuracy of any Specified Merger Agreement Representations and whether as a result of any inaccuracy thereof you or your applicable affiliate has the right to terminate your or their obligations under the Merger Agreement or to decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Merger Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, in each case, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

Each of the parties hereto agrees that each of this Commitment Letter and the Fee Letters is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Facilities Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the funding of the Facilities and the commitments provided hereunder are subject solely to the conditions precedent set forth or referred to in Section 5 hereof, subject to the Conditionality Provision.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER OR THE FEE LETTERS OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***PATRIOT Act***"), each of us and each of the Lenders may be required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information may include their names, addresses, tax identification numbers and other information that will allow each of us and the Lenders to identify the Borrower and the Guarantors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each of us and the Lenders.

The indemnification, compensation, reimbursement, jurisdiction, governing law, venue, waiver of jury trial, syndication, absence of fiduciary relationships and confidentiality provisions contained herein and in the Fee Letters shall remain in full force and effect regardless of whether Facilities Documentation shall be executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the Initial Lender's commitments hereunder; *provided* that your obligations under this Commitment Letter (other than your obligations with respect to (a) assistance to be provided in connection with the syndication thereof (including supplementing and/or correcting Information and Projections) prior to the Syndication Date and (b) confidentiality) shall automatically terminate and be superseded by the provisions of the Facilities Documentation upon the initial funding thereunder to the extent covered thereby.

Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letters by returning to JPMorgan or its counsel on behalf of the Commitment Parties, executed counterparts hereof and of the Fee Letters not later than 5:00 p.m., New York City time, on June 30, 2016. The Initial Lenders' commitments and the obligations of the Lead Arrangers hereunder will expire at such time in the event that the Lead Arrangers have not received such executed counterparts in accordance with the immediately preceding sentence. If you do so execute and deliver to us this Commitment Letter and the Fee Letters, we agree to hold our commitment available for you until the earlier of (i) the consummation of the Acquisition with or without the funding of the Facilities, (ii) the termination of the Merger Agreement in accordance with its terms prior to the closing of the Acquisition and (iii) 11:59 p.m., New York City time, on December 31, 2016 or, if the Merger Agreement Outside Date (as defined in the Merger Agreement) is extended in accordance with Section 7.1(b)(i) of the Merger Agreement, March 31, 2017 (such earlier time, the "Expiration Date"). Upon the occurrence of any of the events referred to in the preceding sentence, this Commitment Letter and the commitments of each of the Commitment Parties hereunder and the agreement of the Lead Arrangers to provide the services described herein shall automatically terminate unless each of the Commitment Parties shall, in its sole discretion, agree to an extension in writing.

[*Remainder of this page intentionally left blank*]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

JP MORGAN CHASE BANK, N.A.

By: /s/ Lynn M. Braun
Name: Lynn M. Braun
Title: Executive Director

[*Signature page to Project Solar Commitment Letter*]

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Scott Sartorius
Name: Scott Sartorius
Title: Managing Director

By: /s/ John Huntington
Name: John Huntington
Title: Director

DEUTSCHE BANK SECURITIES INC.

By: /s/ Scott Sartorius
Name: Scott Sartorius
Title: Managing Director

By: /s/ John Huntington
Name: John Huntington
Title: Director

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH

By: /s/ Scott Sartorius
Name: Scott Sartorius
Title: Managing Director

By: /s/ John Huntington
Name: John Huntington
Title: Director

[*Signature page to Project Solar Commitment Letter*]

BANK OF AMERICA, N.A.

By: /s/ Caroline Kim
Name: Caroline Kim
Title: Managing Director

[*Signature page to Project Solar Commitment Letter*]

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: /s/ Caroline Kim
Name: Caroline Kim
Title: Managing Director

[*Signature page to Project Solar Commitment Letter*]

Accepted and agreed to as of the date first above written:

LIONS GATE ENTERTAINMENT CORP.

By: /s/ Wayne Levin
Name: Wayne Levin
Title: General Counsel and Chief Strategic Officer

[*Signature page to Project Solar Commitment Letter*]

Schedule I

Commitment Percentages

Initial Lender	Revolving Facility and Term A Facility	Term B Facility	Bridge Facility	Funded Bridge Facility
JPMorgan	50%	50%	50%	50%
Bank of America	25%	25%	25%	25%
DBNY	25%	25%	0%	0%
DBCI	0%	0%	25%	25%

Project Solar
Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

You intend to consummate the Acquisition pursuant to the Merger Agreement (as defined below).

In connection with the foregoing, it is intended that:

(a) Pursuant to the agreement and plan of merger (together with all exhibits and schedules thereto, collectively, the "***Merger Agreement***") entered into among Lions Gate, Newco and the Company on or after June 27, 2016, Newco will consummate the Acquisition.

(b) Lions Gate will obtain up to $3,900 million (plus, at the Borrower's option pursuant to the terms of the Fee Letter, the amount of any Term B Loan Flex Increase) first lien senior secured credit facilities (the "***First Lien Facilities***") comprised of (i) a $1,900 million (plus, at the Borrower's option pursuant to the terms of the Fee Letter, the amount of any Term B Loan Flex Increase) term loan B facility (the "***Term B Facility***"), (ii) a $1,000 million term loan A facility (the "***Term A Facility***"), and (iii) an up to $1,000 million revolving credit facility (the "***Revolving Facility***"), each as described in Exhibit B to the Commitment Letter.

(c) Lions Gate will either (i) issue and sell unsecured notes (the "***Notes***") in a public offering or in a Rule 144A or other private placement yielding up to $520 million in gross cash proceeds on or prior to the Closing Date, or (ii) if and to the extent Lions Gate does not, or it is unable to, issue Notes yielding $520 million in gross cash proceeds on or prior to the Closing Date, or to the extent that the proceeds of such Notes are not available to consummate the Transactions, obtain $520 million, less the amount of the Notes, if any, issued on or prior to the Closing Date, in loans under a new senior unsecured bridge facility as described in Exhibit C (the "***Bridge Facility***").

(d) Lions Gate will obtain up to $150 million senior unsecured bridge facility (the "***Funded Bridge Facility***"), or may incur equity or unsecured debt in lieu thereof, as described in Exhibit D to the Commitment Letter (together with the Revolving Facility, the Term A Facility, the Term B Facility and the Bridge Facility, the "***Facilities***").

(e) All existing material third party indebtedness for borrowed money of Lions Gate, the Company and their respective restricted subsidiaries (other than certain indebtedness, if any, that the Arranger and Newco reasonably agree may remain outstanding after the Closing Date) will be refinanced or repaid (the "***Refinancing***"), except that each of the following may remain outstanding in the discretion of Lions Gate:

(i) Lions Gate's 1.25% Convertible Senior Subordinated Notes due 2018, (ii) Lions Gate's 4.00% Convertible Senior Subordinated Notes due 2017, (iii) all film or television production financings, slate financings, or other similar financings and (iv) capital leases.

(e) The proceeds of the Facilities and the Notes, if any, will be applied (i) to pay the purchase price in connection with the Acquisition, (ii) to pay the fees, costs and expenses incurred in connection with the Transactions (such fees and expenses, the "***Transaction Costs***") and (iii) to the Refinancing (the amounts set forth in clauses (i) through (iii) above, collectively, the "***Acquisition Costs***").

The transactions described above (including the payment of Transaction Costs) are collectively referred to herein as the "***Transactions***".

Project Solar
First Lien Facilities
Summary of Principal Terms and Conditions[1]

1. PARTIES

Borrower:	Lions Gate Entertainment Corp. (the "***Borrower***").
Transaction:	As set forth in Exhibit A to the Commitment Letter.
Administrative Agent and Collateral Agent:	JPMorgan Chase Bank, N.A. ("***JPMorgan***") will act as sole administrative agent and sole collateral agent (in such capacities, the "***First Lien Administrative Agent***") for a syndicate of banks, financial institutions and other entities (excluding any Disqualified Lender), (together with the Initial Lender, the "***First Lien Lenders***"), and will perform the duties customarily associated with such roles.
Joint Lead Arrangers and Bookrunners:	JPMorgan, DBSI and Merrill Lynch and any Additional Agents appointed as a lead arranger will act as joint lead arrangers and bookrunners for the First Lien Facilities and will perform the duties customarily associated with such roles.
Syndication Agent:	A financial institution or institutions to be designated by the Borrower.
Documentation Agent:	A financial institution or institutions to be designated by the Borrower.

2. TYPES AND AMOUNTS OF FIRST LIEN FACILITIES

A. First Lien Term Loan B Facility

Type and Amount:	A senior secured first lien term loan B facility (the "***Term B Facility***") in an aggregate principal amount of $1,900 million (plus, at the Borrower's option pursuant to the terms of the Fee Letter, the amount of any Term B Loan Flex Increase) (the loans thereunder, the "***Term B Loans***").

[1] All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the exhibits thereto.

Final Maturity and Amortization:	The Term B Facility will mature on the date that is seven years after the Closing Date (the "***Term B Maturity Date***") and will amortize in equal quarterly installments, commencing with the last day of the first full fiscal quarter ending after the Closing Date, in aggregate annual amounts equal to 1% of the original principal amount of the Term B Facility, with the balance payable on the seventh anniversary of the Closing Date; *provided* that the First Lien Facilities Documentation (as defined below) shall provide the right for individual First Lien Lenders under the Term B Facility to agree to extend the maturity date of all or a portion of the outstanding Term B Loans (which may include, among other things and to the extent agreed by the Borrower, an increase in the interest rate payable with respect to such extended Term B Loans, with such extension not subject to any financial test or "most favored nation" pricing provision) upon the request of the Borrower and without the consent of any other First Lien Lender; it being understood that each First Lien Lender under the applicable tranche or tranches that are being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other First Lien Lender in such tranche or tranches; *provided, further* that it is understood that no existing First Lien Lender will have any obligation to commit to any such extension.
Availability:	The Term B Facility will be available in a single drawing on the Closing Date. Amounts borrowed under the Term B Facility that are repaid or prepaid may not be reborrowed.
Purpose:	The proceeds of borrowings under the Term B Facility and the Term A Facility will be used by the Borrower on the Closing Date, together with (subject to the limitations set forth below under "Availability") Revolving Loans funded on the Closing Date (if any), the proceeds from the incurrence of the Funded Bridge Facility, the proceeds from the incurrence of the Notes and/or the Bridge Facility, as applicable, to pay the Acquisition Costs.

B. First Lien Term Loan A Facility

Type and Amount:	A senior secured first lien term loan A facility (the "***Term A Facility***") in an aggregate principal amount of $1,000 million (the loans thereunder, the "***Term A Loans***").

Final Maturity and Amortization: The Term A Facility will mature on the date that is five years after the Closing Date (the "***Term A Maturity Date***") and will amortize, commencing with the last day of the first full fiscal quarter ending after the Closing Date, in an amount per quarter as set forth in the following table, with any balance payable at the fifth anniversary of the Closing Date:

Fiscal Quarter ended:	Amortization amount (expressed as a percentage of the original principal amount of all Term A Loans funded on the Closing Date)
On or prior to the first anniversary of the Closing Date.	1.25%
After the first anniversary of the Closing Date, and on or prior to the second anniversary of the Closing Date.	1.25%
After the second anniversary of the Closing Date, and on or prior to the third anniversary of the Closing Date.	1.75%
After the third anniversary of the Closing Date, and on or prior to the fourth anniversary of the Closing Date.	2.50%
After the fourth anniversary of the Closing Date.	2.50%

Availability: The Term A Facility will be available in a single drawing on the Closing Date. Amounts borrowed under the Term A Facility that are repaid or prepaid may not be reborrowed.

Purpose: The proceeds of borrowings under the Term A Facility and the Term B Facility will be used by the Borrower on the Closing Date, together with (subject to the limitations set forth below under "Availability") Revolving Loans (if any) funded on the Closing Date, the proceeds from the incurrence of the Funded Bridge Facility, and the proceeds

from the incurrence of the Notes and/or the Bridge Facility, as applicable, to pay the Acquisition Costs.

C. Revolving Facility

Type and Amount: A senior secured first lien revolving credit facility (the "***Revolving Facility***") in an aggregate principal amount of $1,000 million. The commitments under the Revolving Facility are collectively referred to as "***Revolving Commitments***" and the loans under the Revolving Facility are collectively referred to as "***Revolving Loans***."

Final Maturity: The Revolving Facility will mature, and lending commitments thereunder will terminate, on the date that is five years after the Closing Date (the "***Revolving Termination Date***"); *provided* that the First Lien Facilities Documentation shall provide the right of individual First Lien Lenders to agree to extend the maturity of all or a portion of their Revolving Commitments (which may include, among other things and to the extent agreed by the Borrower, an increase in the interest rate payable with respect to such extended Revolving Commitments) upon the request of the Borrower and without the consent of any other First Lien Lender; it being understood that each First Lien Lender under the applicable tranche or tranches that are being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other First Lien Lender in such tranche or tranches; *provided*, *further* that it is understood that no existing First Lien Lender will have any obligation to commit to any such extension.

Availability: The Revolving Facility will be made available on and after the Closing Date; *provided* that on the Closing Date, the Revolving Facility will only be available to finance (a) any OID or upfront fees as a result of the "flex" provisions of the Arranger Fee Letter and (b) issuing new and backstopping of any existing letters of credit. Revolving Loans will be available at any time after the Closing Date and prior to the Revolving Termination Date, in minimum principal amounts to be agreed upon. Amounts repaid under the Revolving Facility may be reborrowed.

Notwithstanding the foregoing or anything herein to the contrary, the Borrower may elect to borrow up to $150

million under the Revolving Facility on the Closing Date to pay Transaction Costs.

Letters of Credit: A portion of the Revolving Facility not less than $200 million shall be available to the Borrower for the purpose of issuing letters of credit. Letters of credit under the Revolving Facility will be issued by JPMorgan and/or other First Lien Lenders under the Revolving Facility reasonably acceptable to the Borrower and the First Lien Administrative Agent (such consent not to be unreasonably withheld) who agree to issue letters of credit (each an "***Issuing Bank***"); *provided* that (i) JPMorgan shall not be required to issue letters of credit in an aggregate amount greater than $100 million, (ii) Bank of America shall not be required to issue letters of credit in an aggregate amount greater than $50 million and (iii) DBNY shall not be required to issue letters of credit in an aggregate amount greater than $50 million. Each letter of credit shall expire not later than the earlier of (a) 12 months after its date of issuance or such longer period as may be agreed by the applicable Issuing Bank and (b) the fifth business day prior to the Revolving Termination Date; *provided* that any letter of credit may provide for renewal thereof for additional periods of up to 12 months or such longer period as may be agreed by the applicable Issuing Bank (which in no event shall extend beyond the date referred to in clause (b) above). The face amount of any outstanding letter of credit (and, without duplication, any unpaid drawing in respect thereof) will reduce availability under the Revolving Facility on a dollar-for-dollar basis.

Drawings under any letter of credit shall be reimbursed by the Borrower (whether with its own funds or with Revolving Loans) within one business day after notice of such drawing is received by the Borrower from the relevant Issuing Bank. The First Lien Lenders under the Revolving Facility will be irrevocably and unconditionally obligated to acquire participations in each letter of credit, pro rata in accordance with their commitments under the Revolving Facility, and to fund such participations in the event the Borrower does not reimburse an Issuing Bank for drawings within the time period specified above.

If any First Lien Lender under the Revolving Facility becomes a Defaulting Lender, then the letter of credit exposure of such defaulting First Lien Lender will automatically be reallocated among the non-defaulting First Lien Lenders under the Revolving Facility pro rata in

accordance with their commitments under the Revolving Facility up to an amount such that the revolving credit exposure of such non-defaulting First Lien Lender does not exceed its commitments under the Revolving Facility. In the event that such reallocation does not fully cover the exposure of such defaulting First Lien Lender, the applicable Issuing Bank may require the Borrower to cash collateralize such "uncovered" exposure in respect of each outstanding letter of credit and will have no obligation to issue new letters of credit, or to extend, renew or amend existing letters of credit to the extent letter of credit exposure would exceed the commitments of the non-defaulting First Lien Lenders under the Revolving Facility, unless such "uncovered" exposure is cash collateralized to such Issuing Bank's reasonable satisfaction.

Purpose: The letters of credit and proceeds of Revolving Loans will be used by the Borrower and its subsidiaries for working capital and other general corporate purposes, including the financing of permitted acquisitions and other permitted investments.

Any Revolving Loans made on the Closing Date in accordance with the second paragraph of "Availability" above may be used to pay Transaction Costs.

Incremental First Lien Facilities: The First Lien Facilities Documentation will permit the Borrower on one or more occasions to (X) increase any Term B Facility or to add one or more incremental term loan facilities to the Term B Facility (each, an "***Incremental Term B Facility***" and, together with the Term B Facility, each a "***Term B Facility***"), (Y) increase any Term A Facility or to add one or more incremental term loan facilities to the Term A Facility (each, an "***Incremental Term A Facility***" and, together with the Term A Facility, each a "***Term A Facility***"), and/or (Z) increase commitments under the Revolving Facility (any such increase, an "***Incremental Revolving Increase***"; the Incremental Revolving Increases together with Incremental Term B Facilities and Incremental Term A Facilities, the "***First Lien Incremental Facilities***") in an aggregate principal amount for such increases and incremental facilities not to exceed the greater of (x) $500 million and (y) such other amount, so long as on a pro forma basis after giving effect to the incurrence of any such First Lien Incremental Facility (and any acquisition consummated concurrently therewith and all other appropriate pro forma adjustment events), the Net First Lien

Leverage Ratio (as defined below) (for purposes of such Net First Lien Leverage Ratio incurrence test, (A) any Incremental Notes (as defined below) shall be deemed to be secured by first priority liens whether or not so secured, (B) all Incremental Revolving Increases shall be deemed to be fully drawn and (C) for the avoidance of doubt, the proceeds of such First Lien Incremental Facility shall be disregarded in determining unrestricted cash and cash equivalents) is equal to or less than the Net First Lien Leverage Ratio as of the Closing Date (the "***Ratio First Lien Incremental Amount***"); *provided* that:

(i) no existing First Lien Lender will be required to participate in any such First Lien Incremental Facility without its consent,

(ii) no event of default or default would then exist or exist after giving effect thereto (it being understood that in connection with certain permitted acquisitions, the standard shall be that no payment or bankruptcy event of default would then exist or exist after giving effect thereto),

(iii) the representations and warranties shall be true and correct in all material respects (or in all respects, if qualified by materiality); *provided* that representations and warranties that are expressly stated to be as of an earlier date shall be accurate in all material respects as of such earlier date (or in all respects, if qualified by materiality) immediately prior to, and after giving effect to, the incurrence of such First Lien Incremental Facilities (*provided* that in connection with certain permitted acquisitions, the representations and warranties made in connection therewith may be subject to customary SunGard style "certain funds" provisions),

(iv) the maturity date of any such Incremental Term B Facility shall be no earlier than the latest maturity date of the then outstanding Term B Facility and the weighted average life of such Incremental Term B Facility shall be not shorter than the then longest remaining weighted average life of any then outstanding term facility under the First Lien Facilities Documentation,

(v) the maturity date of any such Incremental Term A Facility shall be no earlier than the latest maturity date of the then outstanding Term A Facility and the weighted average life of such Incremental Term A Facility shall be not shorter

than the then longest remaining weighted average life of any then outstanding Term A Facility,

(vi) each Incremental Facility will have the same guarantees as, and be secured on a *pari passu* basis by the same collateral securing, the First Lien Facilities,

(vii) the interest rate margins and original issue discount ("***OID***") or upfront fees (if any), interest rate floors (if any) and amortization schedule applicable to any Incremental Term B Facility or Incremental Term A Facility shall be determined by the Borrower and the lenders thereunder; *provided* that, solely in respect of Incremental Term B Facilities incurred in the first 18 months following the Closing Date, if the "yield" (to be defined to include upfront fees and OID on customary terms and any interest rate floor but excluding customary arrangement fees and commitment fees paid to the arrangers) of any Incremental Term B Facility exceeds the yield on the applicable Term B Facility by more than 50 basis points, the applicable margins for such applicable Term B Facility shall be increased to the extent necessary so that the yield on such applicable Term B Facility is 50 basis points less than the yield on the Incremental Term B Facility; *provided* that, if the Adjusted LIBOR rate (as defined in Annex I hereto) in respect of such Incremental Term B Facility includes a floor greater than the floor applicable to the analogous existing Term B Facility, such increased amount shall be equated to interest rate for purposes of determining the applicable interest rate under such Incremental Term B Facility;

(viii) all terms of any Incremental Revolving Increase shall be identical to the terms and pursuant to the exact same documentation of the then-existing Revolving Facility, and

(ix) except as set forth with respect to maturity and all-in-yield above, any Incremental Term B Facility or Incremental Term A Facility shall be on terms and pursuant to documentation to be determined; *provided further* that to the extent such terms and documentation are not consistent with the Term B Facility or Term A Facility (except to the extent permitted above), they shall be reasonably satisfactory to the First Lien Administrative Agent.

The Borrower may seek commitments in respect of the First Lien Incremental Facilities from existing First Lien Lenders (each of which shall be entitled to agree or decline to

participate in its sole discretion) and additional banks, financial institutions and other institutional lenders or investors (other than Disqualified Lenders) who will become First Lien Lenders in connection therewith ("***Additional First Lien Lenders***"); *provided* that the First Lien Administrative Agent shall have consent rights (not to be unreasonably withheld or delayed) with respect to such Additional First Lien Lender, if such consent would be required under the heading "Assignments and Participations" in this Term Sheet for an assignment of loans or commitments, as applicable, to such Additional First Lien Lender; *provided further* that Issuing Banks shall have consent rights (not to be unreasonably withheld or delayed) with respect to such Additional First Lien Lender, if such consent would be required under the heading "Assignments and Participations" in this Term Sheet for an assignment of loans or commitments, as applicable, to such Additional First Lien Lender.

The First Lien Facilities will permit the Borrower to utilize availability under the First Lien Incremental Facilities to issue notes that are (at the option of the Borrower) unsecured or secured by the Collateral on a *pari passu* or junior basis to the Term B Facility ("***Incremental Notes***"); *provided* that such notes (i) do not mature prior to the date that is 91 days after the final stated maturity of, or have a shorter weighted average life than, loans under the existing Term A Facility and Term B Facility, (ii) have terms and conditions no more restrictive, when taken as a whole, than those under the Term B Facility (except for covenants or other provisions applicable only to periods after the latest final maturity date of the Term B Facility), (iii) do not require mandatory prepayments to be made except to the extent permitted to be applied first pro rata to the Term A Facility, Term B Facility and any pari passu secured Incremental Notes (and except in the case of a change of control), (iv) to the extent secured, shall not be secured by any lien on any asset that does not also secure the existing Term A Facility and Term B Facility, or be guaranteed by any person other than the Guarantors, (v) to the extent secured, shall be subject to intercreditor terms reasonably agreed between the Borrower and the First Lien Administrative Agent and (vi) such Incremental Notes shall be deemed for purposes of the Net First Lien Leverage Ratio incurrence test to be secured by first priority liens whether or not so secured (and, for the avoidance of doubt, for purposes of such Net First Lien Leverage Ratio incurrence test, the proceeds of such

Incremental Notes shall be disregarded in determining unrestricted cash and cash equivalents).

Refinancing Facilities:

The First Lien Facilities Documentation will permit the Borrower to (a) refinance loans under the Term B Facility or Term A Facility from time to time, in whole or part, with one or more new term loan facilities (each, a "***Refinancing Term Facility***") under the First Lien Facilities Documentation with the consent of the Borrower, the First Lien Administrative Agent (not to be unreasonably withheld, delayed or conditioned) and the institutions providing such Refinancing Term Facility, (b) refinance commitments under the Revolving Facility from time to time, in whole or part, with one or more new revolving credit facilities (each, a "***Refinancing Revolving Facility***" and together with Refinancing Term Facility, the "***Refinancing First Lien Facilities***") under the First Lien Facilities Documentation with the consent of the Borrower, the First Lien Administrative Agent (not to be unreasonably withheld, delayed or conditioned) and the institutions providing such Refinancing Revolving Facility and (c) refinance loans under the Term B Facility or Term A Facility from time to time, in whole or part, with one or more additional series of notes (any such notes, "***Refinancing Notes***" and together with Refinancing First Lien Facilities, the "***Refinancing Debt***"), in each case that shall be (A) in the case of the Refinancing Notes, *pari passu* in right of payment and be either unsecured or secured by the Collateral on a *pari passu* or junior basis with the First Lien Facilities or (B) in the case of the Refinancing First Lien Facilities, *pari passu* in right of payment and be secured by the Collateral on a *pari passu* basis with the First Lien Facilities in each case, if secured by Collateral, which shall be subject to customary intercreditor arrangements reasonably satisfactory to the First Lien Administrative Agent; *provided* that

(i) any Refinancing Debt does not mature earlier than 91 days after the final maturity of the First Lien Facility being refinanced, or in the case of the Refinancing Term Facility or Refinancing Notes, have a shorter weighted average life than, loans under the Term B Facility or Term A Facility being refinanced,

(ii) any Refinancing Notes are not subject to any amortization prior to final maturity and are not subject to mandatory redemption or prepayment (except customary asset sales or change of control provisions),

(iii) the covenants and events of default contained in such Refinancing First Lien Facility or Refinancing Notes (excluding pricing and optional prepayment or redemption terms) shall not be materially more restrictive (when taken as a whole) on the Borrower and its subsidiaries than those applicable to the First Lien Facility being refinanced (except for covenants or events of default applicable only to periods after the latest final maturity date of the First Lien Facility existing at the time of such refinancing),

(iv) there shall be no borrowers or guarantors in respect of any Refinancing Debt that are not the Borrower or a Guarantor, and the borrower with respect to any Refinancing Debt must be the borrower of the debt that is refinanced,

(v) if secured, such Refinancing Debt shall not be secured by any assets that do not constitute Collateral for the First Lien Facilities and may not be secured pursuant to security documentation that is more restrictive to the Borrower and the Guarantors than the First Lien Facilities Documentation and

(vi) the net proceeds of such Refinancing Debt shall be applied, substantially concurrently with the incurrence thereof, to the pro rata prepayment of outstanding loans under the applicable First Lien Facility being so refinanced (and, in the case of the Revolving Facility, to permanently reduce the commitments thereunder) and shall not be in an aggregate principal amount greater than the principal amount of the applicable First Lien Facility being refinanced plus any fees, premium and accrued interest associated therewith and costs and expenses related thereto.

3. COLLATERAL

Guarantees: All obligations of the Borrower under the First Lien Facilities and, at the option of the Borrower, under any interest rate protection or other swap or hedging arrangements or cash management arrangements entered into with a First Lien Lender, the First Lien Administrative Agent or any affiliate of a First Lien Lender or the First Lien Administrative Agent at the time of entering into of such arrangements or, if later, as of the Closing Date (or, if later, who becomes a First Lien Lender or an affiliate thereof within 30 days of the Closing Date) and designated by the Borrower as "Hedging/Cash Management Obligations" ("***Hedging/Cash Management Arrangements***") will be

unconditionally guaranteed jointly and severally on a senior secured first lien basis by the Borrower and each existing and subsequently acquired or organized direct or indirect wholly owned restricted subsidiary of the Borrower organized in the United States or Canada or any state (but not any territory) or province thereof, and by Lions Gate International Motion Pictures S.A R.L (the "***Guarantors***" and together with the Borrower, the "***Credit Parties***"); *provided* that Guarantors shall not include (a) unrestricted subsidiaries, (b) immaterial subsidiaries (to be defined in a mutually acceptable manner as to individual and aggregate revenues or assets excluded), (c) any subsidiary that is prohibited or restricted by applicable law, rule or regulation or by any contractual obligation existing on the Closing Date or at the time of acquisition thereof after the Closing Date and not in contemplation thereof, in each case, from guaranteeing the First Lien Facilities or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless such consent, approval, license or authorization has been received or which would result in a material adverse tax consequence to the Borrower or one of its subsidiaries (including as a result of the operation of Section 956 of the U.S. Internal Revenue Code or any similar law or regulation in any applicable jurisdiction) as reasonably determined by the Borrower and the First Lien Administrative Agent, (d) not-for-profit subsidiaries, if any, and (e) certain special purpose entities.

Notwithstanding the foregoing, the Borrower may at any time elect to join any subsidiary thereof as a Guarantor so long as (I) such subsidiary is organized in (X) the United Kingdom or Luxembourg or (Y) any other jurisdiction approved by the First Lien Administrative Agent and (II) such Guarantor enters into guaranty and security arrangements consistent with this term sheet and otherwise reasonably satisfactory to the First Lien Administrative Agent (which, in the case of any Guarantor organized under the laws of England or Luxembourg, shall be based on the corresponding arrangements under the Documentation Precedent (as defined below)).

In the case of any Guarantor organized in the United Kingdom or Luxembourg, or any other jurisdiction agreed to by the First Lien Administrative Agent, the guarantee and security documents entered into thereby shall include

customary limitation language and similar jurisdiction-specific provisions to be reasonably agreed.

Security: Subject to the limitations set forth below in this section and subject to the Conditionality Provision, the obligations of the Borrower under the First Lien Facilities, the guarantees by the Guarantors thereof and, at the option of the Borrower, the Hedging/Cash Management Arrangements and the guarantees by the Guarantors thereof shall be secured by a perfected first priority security interest in all of the Credit Parties' tangible and intangible assets (including, without limitation, intellectual property, real property and all of the capital stock of the Credit Parties' direct subsidiaries including the Borrower) (collectively, the "***Collateral***"), in each case, excluding the Excluded Assets and subject to permitted liens to be agreed.

Notwithstanding anything to the contrary, the Collateral shall exclude the following:

(i) any fee-owned real property with a fair market value of less than $15 million individually (with any required mortgages being permitted to be delivered 90 days post-closing) and all leasehold interests;

(ii) motor vehicles and other assets subject to certificates of title;

(iii) pledges and security interests prohibited by applicable law, rule or regulation;

(iv) equity interests in any person other than wholly owned restricted subsidiaries to the extent not permitted by the terms of such person's organizational or joint venture documents;

(v) assets to the extent a security interest in such assets would result in a material adverse tax consequence (including as a result of the operation of Section 956 of the U.S. Internal Revenue Code or any similar law or regulation in any applicable jurisdiction) as reasonably determined by the Borrower;

(vi) any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right

of termination in favor of any other party thereto (other than a Credit Party), in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code ("***UCC***") other than proceeds and receivables thereof, only so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the Facilities;

(vii) those assets as to which the First Lien Administrative Agent and the Borrower reasonably agree that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the First Lien Lenders of the security to be afforded thereby;

(viii) any of the capital stock of subsidiaries not owned directly by a Credit Party;

(ix) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code;

(x) "intent-to-use" trademark applications;

(xi) letter of credit rights (except to the extent a security interest therein can be perfected by the filing of UCC financing statements);

(xii) any commercial tort claim with a value not in excess of an amount to be mutually agreed upon;

(xiii) other assets that are "Excluded Assets" under the definition thereof contained in the Pledge and Security Agreement dated March 17, 2015 and relating to the Existing Second Lien Loans (including the Fractional Aircraft Interest and the Headquarters JV, each as defined therein);

(xiv) any property of a Special Purpose Producer that is a borrower of Other Permitted Priority Indebtedness, if the property is collateral for such Other Permitted Priority Indebtedness and the terms of such Other Permitted Priority Indebtedness prohibit granting a Lien on such property in favor of the First Lien Administrative Agent (or permit granting of a Lien solely in the event that certain intercreditor, subordination or similar arrangements are

made) (such terms as defined in the Documentation Precedent); and

(xv) other exceptions to be mutually agreed upon (the foregoing described in clauses (i) through (xiv) are, collectively, the "***Excluded Assets***").

In addition, no actions in any non-U.S. or non-Canadian jurisdiction shall be required in order to create any security interests or perfect any such security interests (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. or non-Canadian jurisdiction, except to the extent the Borrower elects to add any Guarantor organized outside of the U.S. or Canada).

With regard to the "Guarantors" and "Security" sections hereof, including clause (xiv) above, the Company and such Special Purpose Producer (as defined in the Documentation Precedent) shall use commercially reasonable efforts to enter into an intercreditor agreement with the lender of any such Other Permitted Priority Indebtedness (as defined in the Documentation Precedent) to permit granting a guarantee and granting a lien by such Special Purpose Producer in favor of the First Lien Administrative Agent on the applicable property of the Special Purpose Producer. However, failure to grant such guarantee or lien or to enter into such an intercreditor agreement shall not be a default.

Notwithstanding anything herein to the contrary, under no circumstances will the Borrower be obligated to enter into any pledgeholder, laboratory access or similar arrangement. The Borrower will not be required to enter into deposit account control agreements, securities account control agreements, or other lockbox or control agreements. The Borrower will not be required to obtain bailee agreements or landlord or mortgagee waivers, or to send any notices to account debtors or other contractual third parties unless an event of default has occurred and is continuing.

The collateral arrangements (and other First Lien Documentation) will also include provisions relating to liens in favor of guilds or unions consistent with the Documentation Precedent, as well as liens in favor of completion guarantors, laboratories, co-financing participants, profit participants, licensors and licensees of

product, in each case consistent with the Documentation Precedent.

4. CERTAIN PAYMENT PROVISIONS

Interest Rates and Fees: As set forth on Annex I hereto.

Default Rate: With respect to overdue principal, the applicable interest rate plus 2.00% per annum, and with respect to any other overdue amount (including overdue interest), the interest rate applicable to ABR loans (as defined in Annex I hereto) plus 2.00% per annum and in each case, shall be payable on demand.

Mandatory Prepayments: Revolving Facility: None, subject to prepayment requirements if utilization under the Revolving Facility exceeds the commitments thereunder.

Term A Facility : Mandatory prepayments of the Term A Facility shall be required from (with respect to (A) and (B) below, less any amounts utilized to repay the Funded Bridge Loans, Funded Exchange Notes or Funded Extended Term Loans):

(A) 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by the Borrower and its restricted subsidiaries (including insurance and condemnation proceeds) (*provided* that any such net cash proceeds shall be net of, among other things any taxes imposed in connection with the relevant sale or other transaction and any related repatriation of the cash, and *provided further* that no repayment shall be required to the extent that such proceeds cannot be distributed from the relevant jurisdiction due to legal restrictions or to the extent such removal would have adverse tax consequences) in excess of an amount to be agreed and subject to the right of the Borrower to reinvest 100% of such proceeds (including to make permitted acquisitions and other investments in persons that become restricted subsidiaries as a result of such investments), if such proceeds are reinvested (or committed to be reinvested) within 12 months and, if so committed to be reinvested, so long as such reinvestment is actually completed within 180 days thereafter, and other exceptions to be set forth in the First Lien Facilities Documentation; and

(B) 100% of the net cash proceeds of issuances of debt obligations of the Borrower and its restricted subsidiaries after the Closing Date (other than debt permitted under the First Lien Facilities Documentation except for any Refinancing Debt).

Term B Facility: Mandatory prepayments of the Term B Facility shall be required from (with respect to (B) and (C) below, less any amounts utilized to repay the Funded Bridge Loans, Funded Exchange Notes or Funded Extended Term Loans):

(A) 50% of the excess cash flow of the Borrower, commencing with the first full fiscal year of the Borrower after the Closing Date, with step-downs to 25% upon achievement of a Net First Lien Leverage Ratio equal to or less than 0.5X below the Net First Lien Leverage Ratio on the Closing Date and to 0% upon achievement of a Net First Lien Leverage Ratio equal to or less than 1.0X below the Net First Lien Leverage Ratio on the Closing Date; *provided* that, in any fiscal year, any voluntary prepayments of loans under the Term A Facility or Term B Facility, or loans under the Revolving Facility to the extent commitments thereunder are permanently reduced by the amount of such prepayments, other than prepayments funded with the proceeds of incurrences of long term indebtedness, shall be credited against excess cash flow prepayment obligations on a dollar-for-dollar basis for such fiscal year and *provided further* that no repayment shall be required to the extent that such excess proceeds cannot be distributed from the relevant jurisdiction due to legal restrictions or to the extent such removal would have adverse tax consequences;

(B) 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by the Borrower and its restricted subsidiaries (including insurance and condemnation proceeds) (*provided* that any such net cash proceeds shall be net of, among other things any taxes imposed in connection with the relevant sale or other transaction and any related repatriation of the cash, and *provided further* that no repayment shall be required to the extent that such proceeds cannot be distributed from the relevant jurisdiction due to legal restrictions or to

the extent such removal would have adverse tax consequences) in excess of an amount to be agreed and subject to the right of the Borrower to reinvest 100% of such proceeds (including to make permitted acquisitions and other investments in persons that become restricted subsidiaries as a result of such investments), if such proceeds are reinvested (or committed to be reinvested) within 12 months and, if so committed to be reinvested, so long as such reinvestment is actually completed within 180 days thereafter, and other exceptions to be set forth in the First Lien Facilities Documentation; and

(C) 100% of the net cash proceeds of issuances of debt obligations of the Borrower and its restricted subsidiaries after the Closing Date (other than debt permitted under the First Lien Facilities Documentation except for any Refinancing Debt).

Mandatory prepayments shall be applied, without premium or penalty, subject to reimbursement of the First Lien Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period, on a pro rata basis between the Tranche A Facility and the Tranche B Facility (other than mandatory prepayments of the Term B Facility pursuant to clause (A) of the foregoing paragraph), to the next scheduled installments of principal of the Tranche A Facility and Tranche B Facility, as applicable, in direct order of maturity.

Voluntary Prepayments: The First Lien Facilities and the First Lien Incremental Facilities may be prepaid, in whole or in part, upon written notice, and commitments may be reduced, in whole or in part, upon written notice, in each case at the option of the Borrower, without premium or penalty (except as set forth below), in minimum amounts to be agreed, at any time upon one business day's (or, in the case of a prepayment of Adjusted LIBOR borrowings, three business days') prior notice, subject to reimbursement of the First Lien Lenders' breakage and redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period.

All voluntary prepayments of the Term A Facility and any Incremental Term A Facility will be applied to the remaining amortization payments under the Term A Facility and Incremental Term A Facility, as applicable, and may be

applied to either the Term A Facility or any Incremental Term A Facility, in any case, as directed by the Borrower (and absent such direction, in direct order of maturity thereof).

All voluntary prepayments of the Term B Facility and any Incremental Term B Facility will be applied to the remaining amortization payments under the Term B Facility and Incremental Term B Facility, as applicable, and may be applied to either the Term B Facility or any Incremental Term B Facility, in any case, as directed by the Borrower (and absent such direction, in direct order of maturity thereof).

Prepayment Premium: In the event that a Repricing Event occurs on or prior to the date that is six months after the Closing Date, a 1.00% prepayment premium shall be paid on the principal amount prepaid, repaid, converted, assigned or subject to an amendment.

"***Repricing Event***" shall mean (i) any prepayment or repayment of the Term B Loans, in whole or in part, with the proceeds of, or conversion of any portion of the Term B Loans into, any new or replacement tranche of term loans or debt securities bearing interest with an "effective yield" (taking into account, for example, interest rate spreads and interest rate benchmark floors, but excluding the effect of any arrangement, structuring, syndication, upfront or other fees payable in connection therewith) less than the "effective yield" applicable to such portion of the Term B Loans (as such comparative yields are determined in the reasonable judgment of the First Lien Administrative Agent consistent with generally accepted financial practices) but excluding any new or replacement loans or debt securities incurred in connection with a change of control and (ii) any amendment to the Term B Facility which reduces the "effective yield" applicable to the Term B Loans.

If on or prior to the date that is six months after the Closing Date, any First Lien Lender is forced to assign its loans under the Term B Facility following the failure of such First Lien Lender to consent to an amendment of the definitive documentation for the Term B Facility that would have the effect of reducing the "effective yield" applicable to such loans, such First Lien Lender shall be paid a 1.00% fee on the principal amount of the Term B Loans so assigned.

5. DOCUMENTATION

Documentation:	The definitive documentation for the First Lien Facilities (the "***First Lien Facilities Documentation***") shall be consistent with this Exhibit B and, for the avoidance of doubt, shall contain only those representations, warranties, covenants and events of default expressly set forth in this Term Sheet (subject to the "flex" provisions of the Arranger Fee Letter), together with customary loan document provisions and other terms and provisions consistent with the Documentation Precedent, subject to the Conditionality Provision (it being understood and agreed that the only conditions to the funding of the First Lien Facilities are the conditions set forth in Section 5 of the Commitment Letter and in Exhibit D attached hereto). "***Documentation Precedent***" shall mean the definitive documentation for (i) in the case of the First Lien Facilities, the indebtedness under the Second Lien Credit and Guarantee Agreement, dated as of March 17, 2015, among Lions Gate, as Borrower, the Guarantors referred to therein and JPMorgan Chase Bank, N.A., as Administrative Agent and the other financial institutions party thereto (the "***Existing Second Lien Loans***"), as amended prior to the date hereof, and as modified to reflect the inclusion of a revolving facility, floating rate mechanics and customary provisions relating thereto, (ii) in the case of the Bridge Facility and the Funded Bridge Facility, the Existing Second Lien Loans, as modified to reflect that the Bridge Facility will be unsecured and (iii) in the case of the Exchange Notes and Funded Exchange Notes, the Existing Second Lien Loans (with customary indenture-specific mechanics and related provisions to be based on those in the indenture relating to Lions Gate's 5.25% Senior Secured Second Priority Notes due 2018, and as modified to reflect that the Exchange Notes will be unsecured), in each case as modified to reflect the operational and strategic requirements of the Borrower and its subsidiaries in light of their size, industries, business and business practices after giving effect to the Acquisition and to reflect the Projections.
Representations and Warranties:	Only the following, subject to the Conditionality Provision (in the case of borrowings to be made on the Closing Date), and to be based on and no less favorable to the Borrower than the Documentation Precedent, and to be applicable to the Borrower and its restricted subsidiaries, with materiality thresholds, baskets and other exceptions and qualifications

to be reasonably agreed and to be based on and no less favorable to the Borrower than the Documentation Precedent: existence and power; authority and no violation; governmental approval; binding agreements and creation, validity and perfection of security interests; solvency of the Borrower and its restricted subsidiaries on a consolidated basis on the Closing Date (consistent with Exhibit E hereto); financial statements; no material adverse change; no default; ownership of subsidiaries, etc.; title to properties; litigation; federal reserve regulations; Investment Company Act; taxes; compliance with ERISA, labor disputes; non-U.S. plan compliance; agreements; disclosure; environmental liabilities; OFAC, FCPA, etc; and use of proceeds.

Conditions to Initial Borrowing: The availability of the initial borrowing under the First Lien Facilities on the Closing Date will be subject solely to the conditions in Section 5 of the Commitment Letter and in Exhibit E to the Commitment Letter, subject to the Conditionality Provision.

Conditions to All Borrowings: After the Closing Date, the making of any new Revolving Loan (but not, for the avoidance of doubt, the conversion or continuation thereof) and the issuance, extension and renewal of each Letter of Credit shall be conditioned upon (a) delivery of a customary borrowing notice, (b) the accuracy of representations and warranties in all material respects (or in all respects, if qualified by materiality); *provided* that representations and warranties that are expressly stated to be as of an earlier date shall be accurate in all material respects as of such earlier date (or in all respects, if qualified by materiality) and (c) the absence of defaults or events of default at the time of, or after giving effect to the making of, such extension of credit or issuance.

Affirmative Covenants: Only the following, to be applicable to the Borrower and its restricted subsidiaries, and usual and customary for transactions of this type (with materiality thresholds, baskets and other exceptions and qualifications to be reasonably agreed): delivery of financial statements, reports, accountants' letters, annual budget, management discussion and analysis (unless otherwise available), officers' certificates and other information reasonably requested by the First Lien Administrative Agent; payment of material taxes and other material obligations; continuation of business and maintenance of existence and material rights and privileges; compliance with laws and material contractual obligations; maintenance of property and

insurance (subject to casualty, condemnation and normal wear and tear); maintenance of books and records; inspection rights (subject to limitations to be agreed on frequency and expense reimbursement); notices of defaults, litigation, ERISA and other material events; compliance with environmental laws; ERISA; further assurances (including, without limitation, with respect to security interests in after-acquired property); quarterly conference calls with Lenders (which may be satisfied by the hosting of a conference call open to investors generally); use of proceeds; changes in lines of business; commercially reasonable efforts to maintain monitored public corporate family/corporate credit ratings (but not to maintain a specific rating); and OFAC/FCPA.

Financial Covenants:

Term B Facility: None.

Term A Facility and Revolving Facility: The Term A Facility and Revolving Facility will contain: (i) a maximum Net First Lien Leverage Ratio initially set at a 35% cushion to plan, with a step down to be agreed as of the March 31, 2018 test date, and a second stepdown to 4.50 to 1.00 as of the March 31, 2019 test date (the "***Leverage Covenant***"), and (ii) a minimum Interest Coverage Ratio (defined as the ratio of Adjusted EBITDA to total interest expense (defined as cash interest expense net of cash interest income (and in any case excluding OID, upfront fees and other financing fees) and otherwise in a manner to be agreed)) set at a 35% cushion to plan no step ups (the "***Interest Coverage Covenant***" and, together with the Leverage Covenant, the "***Financial Covenants***"), in each case tested quarterly commencing at the end of the first full fiscal quarter after the Closing Date, in each case as of the last day of each fiscal quarter, *provided* that, in any case, the first testing date shall not occur prior to March 31, 2017. The first testing date of the Financial Covenants shall be the last day of the first full fiscal quarter ended after the Closing Date.

First lien secured net leverage ratio (the "***Net First Lien Leverage Ratio***") shall be defined as the ratio of total funded indebtedness (funded indebtedness to be defined, for the avoidance of doubt, in a manner consistent with the Documentation Precedent and to exclude undrawn letters of credit, debt in respect of hedging obligations and Other Permitted Priority Indebtedness consistent with the Documentation Precedent) secured by first priority liens, net of unrestricted cash (subject to a maximum aggregate

amount of unrestricted cash to be netted of $200 million), to consolidated Adjusted EBITDA, calculated on a pro forma basis.

The financial definitions, including "Adjusted EBITDA" each other related definition, and the provisions relating to pro forma calculations included in the First Lien Facilities Documentation shall be based on, and in any case not less favorable to the Borrower than, the Documentation Precedent, *provided* that:

1. There will be no cap on pro forma adjustments consistent with Reg S-X, and no cap on synergies/operational improvements relating to the Transactions and consistent with the plan provided to the Initial Lenders, and the cap on synergies/operational improvements which would not be included under Reg S-X and which do not arise from the Transactions will be increased to 15% of Adjusted EBITDA and be required to be expected to be realized within 18 months;

2. Unfunded debt commitments will not count as debt for purposes of any calculation under the Facilities (other than as expressly set forth above solely in connection with the incurrence of Incremental First Lien Facilities);

3. Adjusted EBITDA will include an add back for (A) all start-up costs relating to the Comic Con business and (B) other start-up costs subject to a cap of $25 million per year;

4. Adjusted EBITDA shall include the following proviso at the end thereof: "*provided* that effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such Person and such Subsidiaries and including, without limitation, the effects of adjustments to (A) Capitalized Lease Obligations or (B) any other deferrals of income) in amounts required or permitted by GAAP, resulting from the application of purchase accounting or the amortization or write-off of any amounts thereof shall be excluded";

5. Adjusted EBITDA will include an add back for business optimization expenses (to be included in the cap of 15% referred to in clause 1 above)

6. Adjusted EBITDA will include an addback for restructuring charges, reserves or expenses and other one-time charges (which add back, for the avoidance of doubt, shall include, without limitation, retention, severance, systems establishment costs, contract termination costs, integration costs and future lease commitments;

7. Adjusted EBITDA will include an addback for any costs and expenses related to any issuance of equity interests, investment, acquisition, disposition, recapitalization or the incurrence, modification or repayment of indebtedness (in each case, whether or not successful), including fees, expenses or charges related to the Transactions;

8. Clause (1)(b) of "Consolidated Net Income" shall be deleted;

9. Clause (2) of "Consolidated Net Income" shall be revised to clarify that, notwithstanding such clause (2), (x) all Consolidated Net Income of the Pilgrim JV shall be included in Consolidated Net Income and (y) all Consolidated Net Income of any other Restricted Subsidiary shall be included to the extent the applicable restriction relates to a JV agreement, charter or other agreement with a minority holder, and LG has a call option on such holder's equity interests;

10. "Consolidated Adjusted Charges" will be revised to expressly carve out any non-cash accelerated amortization of programming costs and other intangibles; and

11. Clause (3) of "Consolidated Applicable Interest Charge" shall be revised to add the following parenthetical at the end thereof: "(other than interest income attributable to the discounting of accounts receivables)".

The cash proceeds of a sale of, or contribution to, equity (which equity shall be common equity, "qualified" preferred

equity or other equity on terms reasonably acceptable to the First Lien Administrative Agent) of the Borrower during any fiscal quarter (and designated as a Specified Equity Contribution) and on or prior to the day that is fifteen (15) business days after the day on which financial statements are required to be delivered for such fiscal quarter will, at the request of the Borrower, be included in the calculation of Adjusted EBITDA for purposes of determining compliance with the Financial Covenants at the end of such fiscal quarter and applicable subsequent periods that include such fiscal quarter (any such equity contribution so included in the calculation of Adjusted EBITDA, a "Specified Equity Contribution"); *provided* that (a) in each four (4) consecutive fiscal quarter period, there shall be no more than two (2) fiscal quarters in which a Specified Equity Contribution is made, (b) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in compliance with the Financial Covenants, (c) the Specified Equity Contributions shall be counted solely for the purposes of compliance with the Financial Covenants and shall not be included for any other purposes including availability or amount of any covenant "baskets", Excess Cash Flow and, whether or not used to prepay indebtedness, there shall be no reduction in indebtedness or netting of cash in connection with the proceeds of any Specified Equity Contributions for determining compliance with any financial ratio during any fiscal quarter in which it is included in Adjusted EBITDA and (d) no more than four (4) Specified Equity Contributions may be made in the aggregate. The First Lien Facilities Documentation will contain a standstill provision with regard to exercise of remedies during the period in which any Specified Equity Contribution will be made after the receipt of written notice by the First Lien Administrative Agent of the Borrower's intention to cure the Financial Covenants with the proceeds of a Specified Equity Contribution.

Negative Covenants: Only the following, to be based on and no less favorable to the Borrower than the Documentation Precedent (unless otherwise set forth herein), to be applicable to the Borrower and its restricted subsidiaries (with materiality thresholds, baskets and other exceptions and qualifications to be reasonably agreed and to be based on and not less favorable to the Borrower than Documentation Precedent unless otherwise set forth herein):

1. indebtedness;

2. restricted payments (including acquisitions, investments, loans and advances, and prepayments and modifications of debt that is subordinated in right of payment to the First Lien Facilities);

3. liens;

4. sale/leaseback transactions;

5. restrictions on distribution from restricted subsidiaries;

6. affiliate transactions;

7. mergers and consolidations;

8. lines of business;

9. sales of assets; and

10. stay, extension and usury.

Certain baskets and carveouts.

The negative covenants in the First Lien Facilities Documentation will permit the Transactions and the transactions relating thereto, and will include the following baskets and carveouts (it being understood and agreed that the below list of baskets and carveouts is a nonexclusive list, and that additional materiality thresholds, baskets and other exceptions and qualifications (including, for the avoidance of doubt and without limitation, provisions permitting film or television production financings, slate financings, and other similar financing) shall be based on, and not less favorable to the Borrower than, the Documentation Precedent):

Debt.

1. Ratio baskets permitting (i) unsecured and junior indebtedness subject to the Net Total Leverage Ratio (to be defined as the ratio of total funded indebtedness, net of unrestricted cash (subject to a maximum aggregate amount of unrestricted cash to be netted of $200 million), to consolidated Adjusted EBITDA), calculated on a pro forma basis, being no

greater than on the Closing Date minus 0.25x, and (ii) first lien secured indebtedness subject to the Net First Lien Leverage Ratio being no greater than on the Closing Date minus 0.25x.

2. A general debt basket equal to the greater of (A) $250 million and (B) a corresponding percentage of consolidated total assets.

Restricted Payments

1. A ratio basket permitting restricted payments (other than investments, loans and advances and prepayments of subordinated debt) subject to (x) the absence of any continuing default or event of default and (y) a maximum Net Total Leverage Ratio (after giving pro forma effect to any such dividends or other payments, as applicable) of 4.00 to 1.00.

2. An available amount (the "***Available Amount***") basket substantially consistent with the Documentation Precedent, which will be equal to the sum of (w) a $100 million plus (x) 100% of Adjusted EBITDA less 1.4 times Consolidated Applicable Interest Charge (to be based on and no less favorable to the Borrower than the Documentation Precedent), plus (y) the amount of net cash proceeds of equity investments in or equity issuances by Borrower and that consist of common equity or other qualified equity (and excluding Specified Equity Contributions), plus (z) the amount of cash distribution returns on permitted investments made with the Available Amount. The Available Amount may be used for restricted payments subject to (x) the absence of any continuing default or event of default and (y) in the case of dividends and other payments in respect of capital stock and prepayments of subordinated or junior lien debt, pro forma compliance with the Financial Covenants.

3. A general RP basket of $100 million.

4. A stock buybacks basket equal to $75 million per fiscal year, with unused amounts carried over for use in the following consecutive fiscal year.

5. A carveout permitting any cash payments made to (or on behalf of) current and former officers, directors and employees to pay tax liabilities incurred upon the vesting of equity interests of any kind, including RSUs.

6. A ratio basket permitting investments, loans and advances and the prepayment of subordinated debt subject to (x) the absence of any continuing default or event of default and (y) a maximum Net Total Leverage Ratio (after giving pro forma effect to such payments or prepayments, acquisitions, investments, loans and advances, as applicable) of 4.5 to 1.00.

7. A general investment basket equal to the greater of (A) $150 million and (B) a corresponding percentage of consolidated total assets.

Liens

1. A general lien basket equal to the greater of (A) $100 million and (B) a corresponding percentage of consolidated total assets.

Other

1. Customary di minimis carveouts for affiliate transactions and asset sales

Unrestricted Subsidiaries: The First Lien Facilities Documentation will contain provisions based on, and no less favorable to the Borrower than, those contained in the Documentation Precedent pursuant to which, subject to limitations to be agreed (including on loans, advances, guarantees and other investments in unrestricted subsidiaries, and transactions with affiliates), the Borrower will be permitted to designate any existing or subsequently acquired or organized subsidiary as an "unrestricted subsidiary" and subsequently re-designate any such unrestricted subsidiary as a restricted subsidiary so long as no event of default or default would then exist or exist after giving effect thereto, it being understood that (x) the designation of any unrestricted subsidiary as a restricted subsidiary shall constitute the incurrence at the time of designation of any indebtedness or liens of such subsidiary existing at such time and (y) the fair market value of such subsidiary at the time it is designated as

an "unrestricted subsidiary" shall be treated as an investment by the Borrower at such time. Unrestricted subsidiaries will not be subject to the representation and warranties, affirmative or negative covenant (other than in each case OFAC, FCPA and related matters) or event of default provisions of the First Lien Facilities Documentation and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of determining compliance with any financial ratio or covenant contained in the First Lien Facilities Documentation. No subsidiary may be designated as an "unrestricted subsidiary" or subsequently re-designated as a restricted subsidiary unless it is simultaneously so designated or re-designated, as applicable, under the Bridge Facility and/or Notes and the Funded Bridge Facility, as applicable.

For purposes of the First Lien Facilities Documentation, clauses (1), (5) and (6) of the definition of "Unrestricted Subsidiary" included in the Documentation Precedent shall be deleted.

Any subsidiary which is an unrestricted subsidiary under the Documentation Precedent (or under the Company's existing credit agreement) will, in the discretion of the Borrower, be designated as an unrestricted subsidiary for purposes of the Facilities as of the Closing Date, without any reduction of a basket.

Events of Default: To be based on and no less favorable to the Borrower than the Documentation Precedent, and applicable to the Borrower and its restricted subsidiaries only, and usual and customary for transactions of this type (with materiality thresholds, baskets and other exceptions and qualifications and grace periods to be reasonably agreed) and limited to: nonpayment of principal when due; nonpayment of interest or other amounts after a grace period to be agreed; violation of covenants (subject, in the case of certain affirmative covenants, to a grace period to be agreed); incorrectness of representations and warranties in any material respect; cross default and cross acceleration to material indebtedness; bankruptcy or other insolvency events of the Borrower or any material subsidiary (with a 60-day grace period for involuntary bankruptcy or insolvency events); material monetary judgments; ERISA events; actual or asserted invalidity of any applicable intercreditor agreement, material guarantees, liens or security documents or non-perfection of any material security interest; and change

of control (the definition of which to be agreed). Notwithstanding anything to the contrary, a breach of the Financial Covenants will not constitute an Event of Default for purposes of the Term B Facility or any other facility other than the Revolving Facility and any Term A Facility, and the First Lien Lenders under the Term B Facility (or any other facility other than the Revolving Facility and any Term A Facility) will not be permitted to exercise any remedies with respect to an uncured breach of the Financial Covenants until the date, if any, on which the commitments under the Revolving Facility have been terminated and the loans under the Revolving Facility and any Term A Facility have been accelerated as a result of such breach.

Voting:

Amendments and waivers of the First Lien Facilities Documentation will require the approval of First Lien Lenders holding more than 50% of the aggregate amount of the loans and commitments under the First Lien Facilities (the "***Required First Lien Lenders***"), except that (i) the consent of each First Lien Lender directly and adversely affected thereby shall also be required with respect to: (A) increases in or extensions of the commitment of such First Lien Lender, (B) reductions of principal, interest, premium or fees (but not by virtue of a default waiver, waiver of default interest or change to a financial ratio), (C) extensions of scheduled amortization payments or final maturity or the date of payment of interest or fees and (D) changes in the "waterfall", (ii) the consent of 100% of the First Lien Lenders will be required with respect to (A) modifications to any of the voting percentages and (B) releases of all or substantially all of the value of the Guarantors or releases of all or substantially all of the value of the Collateral (other than in connection with permitted asset sales); (iii) amendments and waivers with respect to the Financial Covenants shall only require the approval of the First Lien Lenders holding more than 50% of the aggregate amount of the loans and commitments under the Term A Facilities and the Revolving Facility; and (iv) customary protections for the First Lien Administrative Agent and the Issuing Banks will be provided. Defaulting Lenders shall not be included in the calculation of Required First Lien Lenders.

The First Lien Facilities Documentation shall contain customary provisions for replacing (x) Defaulting Lenders and (y) non-consenting First Lien Lenders in connection with amendments and waivers requiring the consent of all First Lien Lenders or of all First Lien Lenders directly

affected thereby so long as Required First Lien Lenders shall have consented thereto.

The First Lien Facilities Documentation will permit amendments thereof without the approval or consent of the First Lien Lenders to effect a permitted "repricing transaction" other than any First Lien Lender holding loans subject to such "repricing transaction" that will continue as a First Lien Lender in respect of the repriced tranche of the loans.

The First Lien Facilities Documentation will permit amendments thereof without the approval or consent of the First Lien Lenders to effect extensions of the maturity of loans under the First Lien Facilities, in each case as further described above.

In addition, if the First Lien Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical nature in the First Lien Facilities Documentation, then the First Lien Administrative Agent and the Borrower shall be permitted to amend such provision without any further action or consent of any other party if the same is not objected to in writing by the Required First Lien Lenders to the First Lien Administrative Agent within 5 business days following receipt of notice thereof.

Cost and Yield Protection: The First Lien Facilities Documentation shall contain customary provisions (a) protecting the First Lien Lenders and the Issuing Banks against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy, liquidity requirements and other requirements of law (*provided* that (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented) and from the imposition of or changes in withholding or other taxes and (b) indemnifying the First Lien Lenders for "breakage costs" actually incurred in connection with, among other things, any prepayment of

Adjusted LIBOR borrowings on a day other than the last day of an interest period with respect thereto.

Bail-In Provisions: The First Lien Facilities Documentation shall contain customary European Union bail-in provisions.

GAAP: The First Lien Facilities Documentation shall include the following provision to address changes in GAAP and calculations under GAAP:

Except as otherwise expressly provided herein (including, for the avoidance of doubt, the proviso in the definition of "Capitalized Lease Obligations"), all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, that if at any time, any change in GAAP would affect the computation of any financial ratio or requirement in the Loan Documents and the Borrower notifies the Administrative Agent that the Borrower requests an amendment (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment), the Administrative Agent, the Lenders and the Borrower shall, at no cost to the Borrower, negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such financial ratio or requirement shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such provision is amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein, (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at

all times be valued at the full stated principal amount thereof and (iii) for the avoidance of doubt, except as provided in the definition of "Consolidated Net Income", without giving effect to the financial condition, results and performance of the Unrestricted Subsidiaries.

Additionally, the definition of Capitalized Lease Obligations shall be revised to include the following proviso at the end thereof:

provided that obligations of Borrower or the Restricted Subsidiaries, or of a special purpose or other entity not consolidated with Borrower and the Restricted Subsidiaries, either existing on the Closing Date or created thereafter that (a) initially were not included on the consolidated balance sheet of Borrower as capital lease obligations and were subsequently characterized as capital lease obligations or, in the case of such a special purpose or other entity becoming consolidated with Borrower and the Restricted Subsidiaries were required to be characterized as capital lease obligations upon such consideration, in either case, due to a change in accounting treatment or otherwise, or (b) did not exist on the Closing Date and were required to be characterized as capital lease obligations but would not have been required to be treated as capital lease obligations on the Closing Date had they existed at that time, shall for all purposes not be treated as Capitalized Lease Obligations or Indebtedness.

Assignments and Participations:

After the Closing Date, the First Lien Lenders will be permitted to assign (except to Disqualified Lenders that have been identified to all First Lien Lenders) loans and/or commitments under the First Lien Facilities with the consent of the Borrower, the First Lien Administrative Agent and, with respect to assignments of the Revolving Facility, each Issuing Bank (in each case not to be unreasonably withheld or delayed); *provided* that (A) no consent of the Borrower shall be required (i) after the occurrence and during the continuance of an event of default or (ii) if such assignment is an assignment to another First Lien Lender (or First Lien Lender under the Revolving Facility, in the case of assignments under the Revolving Facility) or, in the case of the assignments under the Term B Facility only, an affiliate of a First Lien Lender or an approved fund and (B) no consent of the First Lien Administrative Agent shall be required with respect to assignment of any Term B Loans, if such assignment is an assignment to another First Lien Lender, an affiliate of a First Lien Lender or an approved

fund. Each assignment (other than to another First Lien Lender, an affiliate of a First Lien Lender or an approved fund) will be in an amount of an integral multiple of $1 million with respect to the Term B Facility and $5 million with respect to the Revolving Facility (or lesser amounts, if agreed between the Borrower and the First Lien Administrative Agent) or, if less, all of such First Lien Lender's remaining loans and commitments of the applicable class. Assignments will be by novation. The First Lien Administrative Agent shall receive a processing and recordation fee of $3,500 for each assignment. For any assignments for which the Borrower's consent is required, such consent shall be deemed to have been given if the Borrower has not responded within 10 business days of a request for such consent.

The First Lien Lenders will be permitted to sell participations (except to Disqualified Lenders that have been identified to all First Lien Lenders) in loans and commitments under the First Lien Facilities. Voting rights of participants shall be limited to matters set forth under causes (i) and (ii) of "Voting" above. Pledges of loans in accordance with applicable law shall be permitted.

In addition, subject to restrictions and limitations to be agreed, non-pro rata distributions and commitment reductions will be permitted in connection with open market purchases by the Borrower and loan buy-back or similar programs on terms to be mutually agreed.

Expenses and Indemnification: The Borrower shall pay, whether or not the Closing Date occurs, (a) all reasonable and invoiced out-of-pocket expenses of the First Lien Administrative Agent, the Commitment Parties and the Issuing Banks (without duplication) in connection with the syndication of the First Lien Facilities and the preparation, execution, delivery, administration, amendment, waiver or modification (including proposed amendments, waivers and modifications) and enforcement of the First Lien Facilities Documentation (including the reasonable and invoiced fees, disbursements and other charges of one firm of counsel and a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for the First Lien Administrative Agent, the Commitment Parties and the Issuing Banks, taken as a whole (and, in the case of an actual or perceived conflict of interest where the First Lien Administrative Agent, any

Commitment Party or any Issuing Bank informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel (and a single local counsel for such affected First Lien Administrative Agent, Commitment Party or Issuing Bank in each applicable jurisdiction)) and (b) all reasonable and invoiced out-of-pocket expenses of the First Lien Lenders and the Issuing Banks in connection with the enforcement of the First Lien Facilities Documentation (including the reasonable and invoiced fees, disbursements and other charges of one firm of counsel and a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for the First Lien Lenders and the Issuing Banks, taken as a whole (and, in the case of an actual or perceived conflict of interest where any First Lien Lender or Issuing Bank informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel (and a single local counsel for such affected First Lien Lender or Issuing Bank in each applicable jurisdiction)).

The Borrower will indemnify the Commitment Parties, the First Lien Lenders and the Issuing Banks and hold them harmless from and against all reasonable and invoiced out-of-pocket costs, expenses (including reasonable fees, disbursements and other charges of one firm of counsel and one firm of local counsel in each appropriate jurisdiction (which may include a single counsel acting in multiple jurisdictions) for all Commitment Parties, First Lien Lenders and the Issuing Banks) and liabilities of the Commitment Parties, the First Lien Lenders and the Issuing Banks arising out of or relating to any claim or any litigation or other proceeding, (regardless of whether the Commitment Parties or any First Lien Lender is a party thereto) that relates to the Transactions, including the financing contemplated hereby, the Acquisition or any transactions connected therewith (and, in the case of an actual or perceived conflict of interest where the indemnified person affected by such conflict informs you of such conflict and thereafter, retains its own counsel, of another firm of counsel for such affected indemnified person); *provided* that none of the Commitment Parties or any First Lien Lender will be indemnified for any cost, expense or liability to the extent determined by a court of competent jurisdiction in a final and non-appealable decision to have resulted from the gross negligence, bad faith or willful misconduct of such person or any of its affiliates or controlling persons or any of the officers,

	directors, employees, agents or members of any of the foregoing, a material breach of the First Lien Facilities Documentation by any such persons or disputes between and among indemnified persons not involving an act or omission by the Borrower or its affiliates (other than disputes involving claims against the First Lien Administrative Agent or any arranger or person with another titled capacity or similar role in its capacity as such).
Governing Law and Forum:	New York, except as to real estate documents required to be governed by local law and certain other collateral documents in respect of non-U.S. guarantors.
Counsel to the First Lien Administrative Agent and the Lead Arrangers:	Simpson Thacher & Bartlett LLP

Interest Rates:	The interest rates under the First Lien Facilities will be as follows: Term B Facility: At the option of the Borrower, initially, Adjusted LIBOR plus 3.75% or ABR plus 2.75%, with one first lien net leverage-based step down of 0.25% upon achievement of 4X Net First Lien Leverage Ratio. Term A Facility: At the option of the Borrower, initially, Adjusted LIBOR plus 2.50% or ABR plus 1.50%, with two leverage-based step downs of 0.25%, the first of which shall occur upon achievement of 4.5X Net First Lien Leverage Ratio, and the second of which shall occur upon achievement of a Net First Lien Leverage Ratio to be agreed. Revolving Facility: At the option of the Borrower, initially, Adjusted LIBOR plus 2.50% or, ABR plus 1.50%, with two leverage-based step downs of 0.25%, the first of which shall occur upon achievement of 4.5X Net First Lien Leverage Ratio and the second of which shall occur upon achievement of a Net First Lien Leverage Ratio to be agreed. The Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if agreed to by all relevant First Lien Lenders, 12 months) for Adjusted LIBOR borrowings. Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans based on the prime rate). Interest shall be payable in arrears (a) for loans accruing interest at a rate based on Adjusted LIBOR, at the end of each interest period and, for interest periods of greater than three months, every three months, and on the applicable maturity date and (b) for loans accruing interest based on the ABR, quarterly in arrears and on the applicable maturity date. "***ABR***" is the Alternate Base Rate, which is the highest of (i) the prime commercial lending rate announced by the First Lien Administrative Agent as its "prime rate," (ii) the Federal Funds Effective Rate plus 1/2 of 1.00% and (iii) the one-month Adjusted LIBOR (but in no event less than zero) plus 1.00% per annum.

	"***Adjusted LIBOR***" is the London interbank offered rate for dollars, adjusted for statutory reserve requirements for eurodollar deposits, appearing on the LIBOR01 Page published by Reuters two business days prior to such date, as set at the beginning of each applicable interest period, but in no event less than zero. With respect to the Term B Facility, there shall be a minimum Adjusted LIBOR (i.e., Adjusted LIBOR prior to adding any applicable interest rate margins thereto) requirement of 0.75% per annum and a minimum ABR of 1.75% per annum.
Letter of Credit Fee:	A per annum fee equal to the spread over Adjusted LIBOR under the Revolving Facility will accrue on the aggregate face amount of outstanding letters of credit under the Revolving Facility, payable in arrears at the end of each quarter and upon the termination of the respective letter of credit, in each case for the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the First Lien Lenders under the Revolving Facility pro rata in accordance with the amount of each such First Lien Lender's Revolving Commitment, with exceptions for Defaulting Lenders. In addition, the Borrower shall pay to each Issuing Bank, for its own account, (a) a fronting fee equal to 0.125% upon the aggregate face amount of outstanding letters of credit, payable in arrears at the end of each quarter and upon the termination of the Revolving Facility, calculated based upon the actual number of days elapsed over a 360-day year and (b) customary issuance and administration fees.
Commitment Fees:	The Borrower shall pay a commitment fee of 0.375% (with one leverage-based step down to 0.25% to be agreed) per annum on the average daily unused portion of the Revolving Facility, payable quarterly in arrears commencing with the last business day of the first full fiscal quarter ending after Closing Date, calculated based upon the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the First Lien Lenders under the Revolving Facility pro rata in accordance with the amount of each such First Lien Lender's Revolving Commitment, with exceptions for Defaulting Lenders.

EXHIBIT C

Project Solar
Unsecured Bridge Facility
Summary of Terms and Conditions[2]

1. PARTIES

Borrower:	The Borrower under the First Lien Facilities.
Guarantors:	Same as under the First Lien Facilities.
Joint Lead Arrangers and Bookrunner:	JPMorgan, DBSI and Merrill Lynch and any Additional Agents appointed as a lead arranger (in such capacity, the "***Bridge Lead Arrangers***").
Bridge Administrative Agent:	JPMorgan (in such capacity, the "***Bridge Administrative Agent***") will act as the Administrative Agent for the Bridge Lenders holding the Initial Bridge Loans (as defined below) from time to time.
Lenders:	A syndicate of banks, financial institutions and other entities arranged by the Commitment Parties (collectively, the "***Bridge Lenders***").

2. TYPE AND AMOUNT OF UNSECURED BRIDGE FACILITY

Initial Bridge Loans:	The Bridge Lenders will make senior unsecured loans (the "***Initial Bridge Loans***") to the Borrower on the Closing Date in an aggregate principal amount not to exceed $520 million.
Availability:	The Bridge Lenders will make the Initial Bridge Loans on the Closing Date.
Use of Proceeds:	The proceeds of the Initial Bridge Loans will be used to finance in part the Transactions.
Maturity/Exchange:	The Initial Bridge Loans will initially mature on the first anniversary of the Closing Date (the "***Initial Bridge Loan Maturity Date***"), with such maturity to be extended as provided below. If any of the Initial Bridge Loans have not been previously repaid in full on or prior to the Initial Bridge Loan Maturity Date and no bankruptcy (with respect to the

2 All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the exhibits thereto.

Borrower) event of default then exists, such Initial Bridge Loans shall automatically be extended to the eighth anniversary of the Closing Date (the "***Extended Term Loans***"). The Bridge Lenders in respect of such Extended Term Loans will have the option at any time or from time to time after the Initial Bridge Loan Maturity Date to receive Exchange Notes (the "***Exchange Notes***") in exchange for such Extended Term Loans having the terms set forth in the term sheet attached hereto as Annex I; provided that the Bridge Lenders may not elect to exchange its outstanding Extended Term Loans for Exchange Notes unless the conditions set forth in Annex I under "***Principal Amount***" have been satisfied.

The Initial Bridge Loans, the Funded Bridge Loans, the Extended Term Loans, the Funded Extended Term Loans, the Exchange Notes and the Funded Exchange Notes shall be pari passu for all purposes.

Interest:

Prior to the Initial Bridge Loan Maturity Date, the Initial Bridge Loans will accrue interest at a rate per annum equal to the Adjusted LIBOR (as defined below) plus 750 basis points (the "***Initial Margin***"). Such spread over Adjusted LIBOR will increase by 50 basis points at the end of each three-month period after the Closing Date. Notwithstanding the foregoing, the interest rate in effect on the Initial Bridge Loans at any time prior to the Initial Bridge Loan Maturity Date shall not exceed an amount that causes the weighted average per annum yield to maturity payable by the Borrower with respect to the Bridge Facility, the Funded Bridge Facility and the Securities (as defined in the Arranger Fee Letter) (calculated in accordance with the Fee Letter) to exceed the Weighted Average Bridge Cap (as defined in the Arranger Fee Letter), and in any case shall not exceed the Weighted Average Bridge Cap plus 150 bps. At any time when the Borrower is in default in the payment of any amount under the Bridge Facility, such overdue amount shall bear interest at 2.00% per annum above the rate otherwise applicable thereto.

Following the Initial Bridge Loan Maturity Date, all outstanding Extended Term Loans will accrue interest at the rate provided for Exchange Notes in Annex I hereto.

Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days.

	"***Adjusted LIBOR***" for each three-month period after the Closing Date, means the London interbank offered rate for dollars, adjusted for statutory reserve requirements for eurodollar deposits, appearing on the LIBOR01 Page published by Reuters two business days prior to such date, as set at the beginning of each applicable interest period. Interest will be payable (or shall accrue) in arrears, (a) for the Initial Bridge Loans, at the end of each three-month period after the Closing Date and on the Initial Bridge Loan Maturity Date, and (b) for the Extended Term Loans, semi-annually, commencing on the date that is six months after the Initial Bridge Loan Maturity Date and on the final maturity date.
Security:	None.
3. CERTAIN PAYMENT PROVISIONS	
Optional Prepayment:	The Initial Bridge Loans may be prepaid, in whole or in part in minimum amounts to be agreed, at the option of the Borrower, at any time upon three business days' prior notice, at par plus accrued and unpaid interest.
Mandatory Redemption:	The Borrower will be required to prepay Initial Bridge Loans on a pro rata basis, at par plus accrued and unpaid interest, in each case subject to exceptions and baskets to be agreed that are not less favorable than those applicable to the First Lien Facilities, from 100% of (i) net cash proceeds of the issuance of the Notes and (less the amount required, if any, to repay the First Lien Facilities or utilized to repay the Funded Bridge Facility, Funded Exchange Notes or Funded Extended Term Loans) any other unsecured notes and, (ii) net cash proceeds of all non-ordinary course asset sales or dispositions (including as a result of casualty or condemnation) by the Borrower or any of its restricted subsidiaries in excess of amounts either reinvested in accordance with the First Lien Facilities or required to repay the First Lien Facilities or utilized to repay the Funded Bridge Facility, Funded Exchange Notes or Funded Extended Term Loans, subject to limitations related to tax consistent with the First Lien Facilities. The Borrower will also be required to make a mandatory offer to prepay Initial Bridge Loans following the occurrence of a change of control (to be defined) at 100% of

the outstanding principal amount thereof plus accrued and unpaid interest.

4. CERTAIN CONDITIONS

Conditions Precedent:	The availability of the initial borrowing under the Bridge Facility on the Closing Date will be subject solely to the conditions in Section 5 of the Commitment Letter and in Exhibit E to the Commitment Letter, subject to the Conditionality Provision.

5. DOCUMENTATION

Bridge Credit Documentation:	The definitive documentation for the Bridge Facility (the "***Bridge Facility Documentation***") shall, except as otherwise set forth herein, be based on and consistent with the Documentation Precedent (and shall in any case, except as expressly set forth below, be no less favorable to the Borrower than the First Lien Facilities Documentation as it relates to the Term B Facility).
Representations and Warranties:	The Bridge Facility Documentation will contain representations and warranties substantially consistent with the representations and warranties in the Documentation Precedent (but in no event more restrictive in any respect than the representations and warranties governing the Term B Facility).
Covenants:	The Bridge Facility Documentation will contain affirmative and negative covenants substantially consistent with the covenants in the Documentation Precedent (but in no event more restrictive in any respect than the covenants governing the Term B Facility); prior to the Initial Bridge Loan Maturity Date, the restricted payments and debt covenants of the Initial Bridge Loans will be more restrictive than those of the Extended Term Loans and the Exchange Notes, as reasonably agreed by the Bridge Lead Arrangers and the Borrower.
Events of Default:	Substantially consistent with the Documentation Precedent but in no event more restrictive in any respect than the defaults contained in the Term B Facility. Following the Initial Bridge Loan Maturity Date, the events of default relevant to the Initial Bridge Loans will automatically be modified so as to be consistent with the Exchange Notes.

Voting:	Amendments and waivers of the Bridge Facility Documentation will require the approval of Bridge Lenders holding more than 50% of the outstanding Initial Bridge Loans, except that (a) the consent of each affected Bridge Lenders will be required for (i) reductions of principal, interest rate or spreads, (ii) except as provided under "***Maturity/Exchange***" above, extensions of the Initial Bridge Loan Maturity Date and (iii) additional restrictions on the right to exchange Extended Term Loans for Exchange Notes or any amendment of the rate of such exchange and (b) the consent of 100% of the Bridge Lenders shall be required with respect to (i) reductions of any of the voting percentages set forth in the definition of "required lenders" or any similar defined term, (ii) modifications to the mandatory prepayment provisions and (iii) releases of any significant Guarantor.
Assignment and Participation:	Subject to the prior approval of the Bridge Administrative Agent, the Bridge Lenders will have the right to assign Initial Bridge Loans after the Closing Date (with the consent of the Borrower so long as a Demand Failure has not occurred (such consent not to be unreasonably withheld, delayed or conditioned and provided that such consent shall be deemed to have been given if the Borrower has not objected within ten business days) if, subsequent thereto, the Bridge Lenders (together with their affiliates) would hold, in the aggregate, less than 51% of the outstanding Initial Bridge Loans). Assignments will be by novation that will release the obligation of the assigning Bridge Lenders. The Bridge Lenders will have the right to participate their Initial Bridge Loans to other financial institutions without restriction, other than customary voting limitations. Participants will have the same benefits as the selling Bridge Lenders would have (and will be limited to the amount of such benefits) with regard to yield protection and increased costs, subject to customary limitations and restrictions.
Yield Protection:	Substantially similar to those contained in the First Lien Facilities.
Expenses and Indemnification:	The Borrower shall pay, whether or not the Closing Date occurs, (a) all reasonable and invoiced out-of-pocket expenses of the Bridge Administrative Agent and the Commitment Parties (without duplication) in connection with the syndication of the Bridge Facility and the preparation, execution, delivery, administration,

amendment, waiver or modification (including proposed amendments, waivers and modifications) and enforcement of the Bridge Facility Documentation (including the reasonable and invoiced fees, disbursements and other charges of one firm of counsel and a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for the Bridge Administrative Agent and the Commitment Parties, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Bridge Administrative Agent or any Commitment Party informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel (and a single local counsel for such affected Bridge Administrative Agent or Commitment Party in each applicable jurisdiction)) and (b) all reasonable and invoiced out-of-pocket expenses of the Bridge Lenders in connection with the enforcement of the Bridge Facility Documentation (including the reasonable and invoiced fees, disbursements and other charges of one firm of counsel and a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for the Bridge Lenders, taken as a whole (and, in the case of an actual or perceived conflict of interest where any Bridge Lenders informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel (and a single local counsel for such affected Bridge Lenders in each applicable jurisdiction)).

The Borrower will indemnify the Commitment Parties and the Bridge Lenders and hold them harmless from and against all reasonable and invoiced out-of-pocket costs, expenses (including reasonable fees, disbursements and other charges of one firm of counsel and one firm of local counsel in each appropriate jurisdiction (which may include a single counsel acting in multiple jurisdictions) for all Commitment Parties and Bridge Lenders) and liabilities of the Commitment Parties and the Bridge Lenders arising out of or relating to any claim or any litigation or other proceeding, (regardless of whether the Commitment Parties or any Bridge Lenders is a party thereto) that relates to the Transactions, including the financing contemplated hereby, the Acquisition or any transactions connected therewith (and, in the case of an actual or perceived conflict of interest where the indemnified person affected by such conflict informs you of such conflict and thereafter, retains its own counsel, of another firm of counsel for such affected indemnified person); *provided* that none of the Commitment Parties or

	any Bridge Lenders will be indemnified for any cost, expense or liability to the extent determined by a court of competent jurisdiction in a final and non-appealable decision to have resulted from the gross negligence, bad faith or willful misconduct of such person or any of its affiliates or controlling persons or any of the officers, directors, employees, agents or members of any of the foregoing, a material breach of the Bridge Facility Documentation by any such persons or disputes between and among indemnified persons not involving an act or omission by the Borrower or its affiliates (other than disputes involving claims against the Bridge Administrative Agent or any arranger or person with another titled capacity or similar role in its capacity as such).
Governing Law and Forum:	New York.
Counsel to the Bridge Administrative Agent and the Commitment Parties:	Simpson Thacher & Bartlett LLP

Summary of Terms and Conditions
of Exchange Notes and Extended Term Loans[3]

Issuer:	The Borrower (in its capacity as issuer, the "***Issuer***") will issue Exchange Notes under an indenture that complies with the Trust Indenture Act (the "***Indenture***").
Guarantors/Security:	Same as the Initial Bridge Loans.
Principal Amount:	The Exchange Notes will be available only in exchange for the Extended Term Loans on or after the Initial Bridge Loan Maturity Date. The principal amount of any Exchange Note will equal 100% of the aggregate principal amount of the Extended Term Loan for which it is exchanged, and any accrued interest then not due will be carried over. In the case of the initial exchange by Lenders, the minimum amount of Extended Term Loans to be exchanged for Exchange Notes shall not be less than $200.0 million.
Maturity:	The Exchange Notes and the Extended Term Loans will mature on the eighth anniversary of the Closing Date.
Interest Rate:	The Exchange Notes and the Extended Term Loans will bear interest at a fixed rate equal to the highest rate (subject to the tranche cap contained in the Arranger Fee Letter) that causes the weighted average per annum yield to maturity payable by the Borrower with respect to the Bridge Facility (including the Extended Term Loans and the Exchange Notes), the Funded Bridge Facility (including the Funded Extended Term Loans and the Funded Exchange Notes), the Notes and any debt securities substituted therefor (calculated in accordance with the Arranger Fee Letter) not to exceed the Weighted Average Bridge Cap. At any time when the Borrower is in default in the payment of any amount under the Exchange Notes or Extended Term Loans, such overdue amount shall bear interest at 2.00% per annum above the rate otherwise applicable thereto. Interest will be payable in arrears semi-annually commencing on the date that is six months following the

[3] All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the exhibits thereto.

	Initial Bridge Loan Maturity Date and on the final maturity date.
Optional Redemption:	The Exchange Notes will be (a) non-callable for the first three years from the Closing Date (subject to a 40% equity clawback within the first three years after the Initial Bridge Loan Maturity Date and make-whole provisions); and (b) thereafter, callable or prepayable at par plus accrued interest plus a premium equal to 75% of the coupon in effect on the Exchange Note, which premium shall decline ratably on each yearly anniversary of the date of such sale to zero two years prior to the maturity of the Exchange Notes. Notwithstanding the foregoing, any Exchange Notes held by an Initial Lender or any of its affiliates (other than bona fide investment funds and entities that manage assets on behalf of unaffiliated third-parties and excluding Exchange Notes acquired pursuant to bona fide open market purchases from third parties or market making activities) may be redeemed by the Borrower at any time, in whole or in part, for par plus accrued and unpaid interest. Extended Term Loans may be prepaid, in whole or in part in minimum amounts to be agreed, at the option of the Borrower, at any time upon three business days' prior notice, at par plus accrued and unpaid interest.
Mandatory Offer to Purchase:	The Issuer will be required to offer to repurchase the Exchange Notes and repay the Extended Term Loans upon the occurrence of a change of control (which offer shall be at 101% of the principal amount of such Exchange Notes or 100% of the principal amount of such Extended Term Loans, as applicable, in each case plus accrued and unpaid interest).
Registration Rights:	None.
Right to Transfer Exchange Notes:	The holders of the Exchange Notes shall have the absolute and unconditional right to transfer such Exchange Notes in compliance with applicable law to any third parties.
Covenants:	Substantially consistent with the Initial Bridge Loans.
Events of Default:	Substantially consistent with the Initial Bridge Loans.
Governing Law and Forum:	New York.

Project Solar
Unsecured Funded Bridge Facility
Summary of Terms and Conditions[4]

1. PARTIES

Borrower:	Same as under the Bridge Facility.
Guarantors:	Same as under the Bridge Facility.
Joint Lead Arrangers and Bookrunner:	JPMorgan, DBSI and Merrill Lynch and any Additional Agents appointed as a lead arranger (in such capacity, the "***Funded Bridge Lead Arrangers***").
Funded Bridge Administrative Agent:	JPMorgan (in such capacity, the "***Funded Bridge Administrative Agent***") will act as the Administrative Agent for the Funded Bridge Lenders holding the Funded Bridge Loans (as defined below) from time to time.
Lenders:	A syndicate of banks, financial institutions and other entities arranged by the Commitment Parties (collectively, the "***Funded Bridge Lenders***").

2. TYPE AND AMOUNT OF UNSECURED FUNDED BRIDGE FACILITY

Funded Bridge Loans:	The Funded Bridge Lenders will make senior unsecured loans (the "***Funded Bridge Loans***") to the Borrower on the Closing Date in an aggregate principal amount not to exceed $150 million.
Availability:	The Funded Bridge Lenders will make the Funded Bridge Loans on the Closing Date.
Use of Proceeds:	The proceeds of the Funded Bridge Loans will be used to finance in part the Transactions.
Maturity/Exchange:	The Funded Bridge Loans will initially mature on the date that is nine months after the Closing Date (the "***Initial Funded Bridge Loan Maturity Date***"), with such maturity to be extended as provided below. If any of the Funded

4 All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the exhibits thereto.

Bridge Loans have not been previously repaid in full on or prior to the Funded Bridge Loan Maturity Date and no bankruptcy (with respect to the Borrower) event of default then exists, such Funded Bridge Loans shall automatically be extended to the eighth anniversary of the Closing Date (the "***Funded Extended Term Loans***"). The Funded Bridge Lenders in respect of such Funded Extended Term Loans will have the option at any time or from time to time after the Funded Bridge Loan Maturity Date to receive Funded Exchange Notes (the "***Funded Exchange Notes***") in exchange for such Funded Extended Term Loans having the terms set forth in the term sheet attached hereto as Annex I.

The Initial Bridge Loans, the Extended Term Loans, the Funded Bridge Loans, the Funded Extended Term Loans, the Exchange Notes and the Funded Exchange Notes shall be pari passu for all purposes.

Interest:

Prior to the Funded Bridge Loan Maturity Date, the Funded Bridge Loans will accrue interest at a rate per annum equal to the Adjusted LIBOR (as defined below) plus 650 basis points (the "***Initial Margin***"). At any time when the Borrower is in default in the payment of any amount under the Funded Bridge Facility, such overdue amount shall bear interest at 2.00% per annum above the rate otherwise applicable thereto.

Following the Funded Bridge Loan Maturity Date, all outstanding Funded Extended Term Loans will accrue interest at the rate provided for Funded Exchange Notes in Annex I hereto.

Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days.

"***Adjusted LIBOR***" for each three-month period after the Closing Date, means the London interbank offered rate for dollars, adjusted for statutory reserve requirements for eurodollar deposits, appearing on the LIBOR01 Page published by Reuters two business days prior to such date, as set at the beginning of each applicable interest period.

Interest will be payable (or shall accrue) in arrears, (a) for the Funded Bridge Loans, at the end of each three-month period after the Closing Date and on the Funded Bridge Loan Maturity Date, and (b) for the Funded Extended Term Loans, semi-annually, commencing on the date that is six

months after the Funded Bridge Loan Maturity Date and on the final maturity date.

Security: None.

3. CERTAIN PAYMENT PROVISIONS

Optional Prepayment: The Funded Bridge Loans may be prepaid, in whole or in part in minimum amounts to be agreed, at the option of the Borrower, at any time upon three business days' prior notice, at par plus accrued and unpaid interest.

Mandatory Redemption: The Borrower will be required to prepay Funded Bridge Loans on a pro rata basis, at par plus accrued and unpaid interest, in each case subject to exceptions and baskets to be agreed, from 100% of (i) net cash proceeds of any indebtedness (other than the Notes), (ii) net cash proceeds from the issuance of public equity and, (iii) net cash proceeds of all non-ordinary course asset sales or dispositions (including as a result of casualty or condemnation) by the Borrower or any of its restricted subsidiaries in excess of amounts reinvested in accordance with the First Lien Facilities, subject to limitations related to tax consistent with the First Lien Facilities.

The Borrower will also be required to make a mandatory offer to prepay Funded Bridge Loans following the occurrence of a change of control (to be defined) at 100% of the outstanding principal amount thereof plus accrued and unpaid interest.

4. CERTAIN CONDITIONS

Conditions Precedent: The availability of the initial borrowing under the Funded Bridge Facility on the Closing Date will be subject solely to the conditions in Section 5 of the Commitment Letter and in Exhibit E to the Commitment Letter, subject to the Conditionality Provision.

5. DOCUMENTATION

Funded Bridge Credit Documentation: The definitive documentation for the Funded Bridge Facility (the "***Funded Bridge Facility Documentation***") shall, except as otherwise set forth herein, be based on and consistent with the Documentation Precedent (and shall in any case, except as expressly set forth below, be no less

	favorable to the Borrower than the First Lien Facilities Documentation).
Representations and Warranties:	Substantially the same as under the Bridge Facility.
Covenants:	Substantially the same as under the Bridge Facility.
Events of Default:	Substantially the same as under the Bridge Facility.
Voting:	Substantially the same as under the Bridge Facility.
Assignment and Participation:	Substantially the same as under the Bridge Facility.
Yield Protection:	Substantially the same as under the Bridge Facility.
Expenses and Indemnification:	Substantially the same as under the Bridge Facility.
Governing Law and Forum:	New York.
Counsel to the Funded Bridge Administrative Agent and the Commitment Parties:	Simpson Thacher & Bartlett LLP

Summary of Terms and Conditions
of Funded Exchange Notes and Funded Extended Term Loans[5]

Issuer:	Same as Exchange Notes.
Guarantors/Security:	Same as Exchange Notes.
Principal Amount:	The Funded Exchange Notes will be available only in exchange for the Funded Extended Term Loans on or after the Funded Bridge Loan Maturity Date. The principal amount of any Funded Exchange Note will equal 100% of the aggregate principal amount of the Funded Extended Term Loan for which it is exchanged, and any accrued interest then not due will be carried over.
Maturity:	Same as Exchange Notes.
Interest Rate:	Same as Exchange Notes.
Optional Redemption:	Same as Exchange Notes.
Mandatory Offer to Purchase:	Same as Exchange Notes.
Registration Rights:	None.
Right to Transfer Exchange Notes:	Same as Exchange Notes.
Covenants:	Same as Exchange Notes.
Events of Default:	Same as Exchange Notes.
Governing Law and Forum:	New York.

5 All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this term sheet is attached, including the exhibits thereto.

Project Solar
Summary of Additional Conditions[6]

The initial borrowings under the Facilities shall be subject to the following conditions:

1. (a) Since the date hereof, there shall not have occurred and be continuing any event, occurrence, fact, condition, change, development or effect that has had or would reasonably be expected to have a Company Material Adverse Effect.

"***Company Material Adverse Effect***" means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, (A) is materially adverse to the business, assets, properties, liabilities, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed in and of themselves, either alone or in combination, to constitute, nor shall any of the following be taken into account (in either case, after giving effect to any event, occurrence, fact, condition, change, development or effect resulting therefrom) in determining whether there has been or will be, a Company Material Adverse Effect: (a) general economic conditions attributable to the U.S. economy or financial or credit markets, or changes therein (including changes in prevailing interest rates, credit availability and liquidity, currency exchange rates, price levels or trading volumes in the United States or foreign securities markets), (b) general political conditions or changes therein (including any changes arising out of acts of terrorism or war, weather conditions or other force majeure events), (c) financial or security market fluctuations or conditions, (d) changes in, or events affecting, the industries in which the Company and its Subsidiaries operate, (e) any effect arising out of a change in GAAP or applicable Law, (f) (1) the announcement, pendency or consummation of the transactions contemplated by the Agreement, (2) any actions required by the Agreement or, if the Company has requested in writing the consent of Parent (with the consent of the Lead Arrangers, not to be unreasonably withheld or delayed, and which the Lead Arrangers will in any case provide (or notify Parent that they will not provide) within two business days of the written request therefor from the Company) to take a specified action that is expressly prohibited by the Agreement and Parent unreasonably withholds its consent thereto, the failure to take such action, or (3) any action taken at the prior written request of Parent (with the consent of the Lead Arrangers, not to be unreasonably withheld or delayed, and which the Lead Arrangers will in any case provide (or notify Parent that they will not provide) within two business days of the written request therefor from the Company) (provided that, for purposes of Sections 3.5(a) and 3.5(b) of the Agreement, events, occurrences, facts, conditions, changes, developments or effects described in subclauses (1) and (2) of this clause (f) shall not be excluded in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur), (g) any changes in the price or trading volume of the Company Common Stock (provided that the events, occurrences, facts, conditions, changes, developments

6 All capitalized terms used but not defined herein shall have the meanings given to them in the Commitment Letter to which this Exhibit D is attached, including the exhibits thereto.

or effects giving rise to or contributing to such change may be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur) or (h) any failure by the Company to meet published or unpublished revenue or earning projections (provided that the events, occurrences, facts, conditions, changes, developments or effects giving rise to or contributing to such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur); *provided*, that in the cases of clauses (a) through (e), any such event, occurrence, fact, condition, change, development or effect which disproportionately affects the Company and its Subsidiaries relative to other participants in the industries in which the Company or its Subsidiaries operate shall not be excluded from the determination of whether there has been a Company Material Adverse Effect, or (B) prevents or materially impairs or delays the ability of the Company to perform its obligations under the Agreement or to consummate the transactions contemplated thereby or would reasonably be expected to do so. Any event, occurrence, fact, condition, change, development or effect that does not constitute a Company Material Adverse Effect under the Agreement due to the scheduling thereof in the Company Disclosure Schedule shall not constitute a Company Material Adverse Effect for purposes of this definition. All capitalized terms used in this definition of "Company Material Adverse Effect" shall, for the purposes of this definition, have the meanings ascribed thereto in the Merger Agreement.

2. The Merger Agreement and the disclosure schedules and exhibits thereto shall be reasonably satisfactory to the Lead Arrangers, it being agreed that the draft of the Merger Agreement delivered to counsel to the Lead Arrangers on June 24, 2016 is reasonably satisfactory to the Lead Arrangers. The Acquisition shall have been consummated, or substantially simultaneously with the initial borrowing under the Facilities, shall be consummated, in all material respects in accordance with the terms of the Merger Agreement, without giving effect to any modifications, amendments, consents or waivers thereto by Lions Gate or Newco or any of their affiliates (other than, for the avoidance of doubt, the Company or any of its affiliates) that are material and adverse to the Lenders or the Lead Arrangers in their capacities as such without the prior consent of the Commitment Parties (such consent not to be unreasonably withheld, delayed or conditioned). For purposes of the foregoing condition, it is understood and agreed that (i) any increase in the purchase price of not more than 20% in connection with the Acquisition shall not be deemed to be material and adverse to the interests of the Lenders or the Lead Arrangers (provided that such increases are funded with equity), (ii) any increase in purchase price that is not funded by any incurrence of indebtedness shall not be deemed to be material and adverse to the interests of the Lenders or the Lead Arrangers and (iii) any reduction in the purchase price shall not be deemed to be material and adverse to the interests of the Lenders or the Lead Arrangers; *provided* that any such reduction of the purchase price shall be allocated to a reduction of the Facilities (other than the Revolving Facility) on a pro rata basis.

3. The Specified Merger Agreement Representations and the Specified Representations shall be true and correct in all material respects taken as a whole.

4. The Refinancing shall have been consummated, or substantially simultaneously with the initial borrowing under the Facilities, shall be consummated.

5. The Lead Arrangers shall have received (a) audited consolidated balance sheets of the Company and related statements of operations, comprehensive income (loss), equity and cash flows of the Company for the three (3) most recently completed fiscal years ended at least 90 days before the Closing Date and (b) unaudited condensed consolidated balance sheets and related statements of income, equity and cash flows of the Company for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter). The Lead Arrangers hereby acknowledge receipt of the financial statements in the foregoing clause (a) for the fiscal years ended December 31, 2013, 2014 and 2015, and in the foregoing clause (b) for the fiscal quarter ended March 31, 2016.

6. The Lead Arrangers shall have received (a) audited consolidated balance sheets of the Borrower and related statements of operations, comprehensive income (loss), changes in equity and cash flows of the Borrower for the three (3) most recently completed fiscal years ended at least 90 days before the Closing Date and (b) unaudited consolidated balance sheets and related statements of income, changes in equity and cash flows of the Company for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter). The Lead Arrangers hereby acknowledge receipt of the financial statements in the foregoing clause (a) for the fiscal years ended March 31, 2014, 2015 and 2016.

7. The Lead Arrangers shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of operations of the Borrower and its subsidiaries (based on the financial statements of the Company and the Borrower referred to in paragraphs 5 and 6 above) as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Closing Date (or, if the most recently completed fiscal period is the end of a fiscal year, ended at least 90 days before the Closing Date), prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period of operations (in the case of such other financial statements).

8. Subject in all respects to the Conditionality Provision, all documents and instruments required to create and perfect the security interests in the Collateral shall have been executed and delivered and, if applicable, be in proper form for filing.

9. The Administrative Agents shall have received at least 3 business days prior to the Closing Date all documentation and other information about the Borrower and the Guarantors as has been reasonably requested in writing at least 10 business days prior to the Closing Date by any Administrative Agent that such Administrative Agent reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

10. All fees required to be paid on the Closing Date pursuant to the Term Sheets and Fee Letters and reasonable and invoiced out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter, in the case of expenses, to the extent invoiced at least 3 business days prior to the Closing Date shall, upon the initial borrowing under the Facilities, have been paid (which amounts may be offset against the proceeds of the Facilities).

11. As a condition to the availability of the First Lien Facilities, the Borrower shall have provided the Lead Arrangers a period of no less than fifteen (15) consecutive business days (*provided* that such consecutive business day period shall (i) either expire prior to August 19, 2016 or commence on or after September 6, 2016), (ii) not be required to be consecutive to the extent it would include November 24, 2016 and/or November 25, 2016 (which dates set forth in this clause (ii) shall be excluded for purposes of the fifteen (15) consecutive business days period) and (iii) either expire prior to December 23, 2016 or commence on or after January 3, 2017) to syndicate the First Lien Facilities following the receipt of the financial statements referred to in paragraphs 5, 6 and 7 of this Exhibit D.

12. As a condition to the availability of the Bridge Facility, (a) the Investment Banks (as defined in the Arranger Fee Letter referred to in the Commitment Letter) shall have received (i) an offering memorandum customary for offerings under Rule 144A with which to conduct the offering of the Notes, including financial statements, pro forma financial statements, business and other financial data as of dates and of the type required by Regulation S-X for the expected Closing Date and by Regulation S-K under the Securities Act of 1933 and customarily included in offering memoranda for offerings under Rule 144A (subject to exceptions customary for a Rule 144A offering involving high yield debt securities, including that such offering memorandum shall not be required to include financial statements or information required by Rules 3-09, 3-10 or 3-16 of Regulation S-X, Compensation Discussion and Analysis otherwise required by Regulation S-K Item 402(b) or other information customarily excluded from a Rule 144A offering memorandum) and (ii) and all other financial data that would be necessary for the Investment Banks to receive customary comfort letters from the independent accountants of the Borrower and the Company in connection with the offering of the Notes (and the Borrower shall have made all commercially reasonable efforts to provide the Investment Banks with drafts of such comfort letters (which shall provide customary negative assurance comfort)) and (b) such Investment Banks shall have been afforded a period of at least fifteen (15) consecutive business days, (*provided* that such consecutive business day period shall (i) either expire prior to August 19, 2016 or commence on or after September 6, 2016, (ii) not be required to be consecutive to the extent it would include November 24, 2016 and/or November 25, 2016 (which dates set forth in this clause (ii) shall be excluded for purposes of the fifteen (15) consecutive business days period) and (iii) either expire prior to December 23, 2016 or commence on or after January 3, 2017), upon receipt of the information described in clause (a) of this paragraph to seek to place the Notes with qualified purchasers thereof.

EXHIBIT E

Form of Solvency Certificate

Date: _____, 201[ ]

To the Administrative Agent and each of the Lenders party to the Credit Agreement referred to below:

I, the undersigned, the Chief Financial Officer of _____, a _____ _____ (the "Borrower"), in that capacity only and not in my individual capacity (and without personal liability), do hereby certify as of the date hereof, and based upon (i) facts and circumstances as they exist as of the date hereof (and disclaiming any responsibility for changes in such fact and circumstances after the date hereof) and (ii) such materials and information as I have deemed relevant to the determination of the matters set forth in this certificate, that:

1. As of the date hereof, immediately after giving effect to the consummation of the Transactions, on and as of such date (i) the fair value of the assets of the Borrower and its subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower and its subsidiaries on a consolidated basis; (ii) the present fair saleable value of the property of the Borrower and its subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower and its subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Borrower and its subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Borrower and its subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date.

2. As of the date hereof, immediately after giving effect to the consummation of the Transactions, the Borrower does not intend to, and the Borrower does not believe that it or any of its subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by it or any such subsidiary and the timing and amounts of cash to be payable on or in respect of its debts or the debts of any such subsidiary.

* * *

IN WITNESS WHEREOF, the Borrower has caused this certificate to be executed on its behalf by its Chief Financial Officer as of the date first written above.

[Borrower]

By: _____
Name:
Title: Chief Financial Officer