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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:

THRILL INTERMEDIATE LLC,
Debtor.

Case No.: BK-25-15714-MKN

Chapter 11

Date: December 3, 2025
Time: 9:30 a.m.

MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING DEBTORS TO (A) EMPLOY AND RETAIN FORCE TEN PARTNERS, LLC TO PROVIDE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND OTHER FINANCIAL ADVISORY AND MANAGEMENT SERVICES PURSUANT TO 11 U.S.C. §§ 327 and 363(B); (B) DESIGNATING JEREMY ROSENTHAL AS CHIEF RESTRUCTURING OFFICER; AND (II) GRANTING RELATED RELIEF

Debtors¹ hereby respectfully submit this Motion (“Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit 1** (the “Proposed Order”): (I) authorizing

¹ The debtors in the affiliated case are: Thrill Intermediate LLC, Case No. 25-15714-mkn; Thrill Holdings, LLC, Case No. 25-15715-mkn (“Holdings”); Superjacket Productions LLC, Case No. 25-15716-mkn (“Superjacket”); Purple Shark, LLC, Case No. 25-15717-mkn (“Purple Shark”); Perfect Feet Productions, LLC, Case No. 25-15718-mkn (“Perfect Feet”); Crown Media Entertainment, LLC, Case No. 25-15719-mkn (“Crown”); Conduit Post, LLC, Case No. 25-15720-mkn (“Conduit”); Nitrocross IP Holdings LLC, Case No. 25-15721-mkn (“Nitrocross IP”); and Nitro Rallycross LLC, Case No. 25-15722-mkn (“Rallycross” and collectively, the “Debtors”). The service address for each of the Debtors in these Chapter 11 Cases is 10801 W. Charleston Boulevard, Suite 600, Las Vegas, NV 89135. Copies of this Application have been filed on the respective dockets of each of the Debtors’ in these Chapter 11 Cases. The supporting declarations are filed in the Chapter 11 Case of *In re Thrill Intermediate LLC*, Case No. BK025-15714-mkn, and publicly available at <https://cases.stretto.com/Thrill>.

Debtors to (a) employ and retain Force Ten Partners, LLC (“Force 10”) to provide Debtors with a chief restructuring officer and other financial advisory and management services; (b) designate Jeremy Rosenthal as the Debtors’ chief restructuring officer; and (II) granting related relief.

This Motion is based on the points and authorities herein and the declarations of Jeremy Rosenthal (the “Rosenthal Decl.”) and David Hirschfeld (the “Hirschfeld Decl.”) submitted contemporaneously herewith and incorporated herein by this reference. In further support of the Motion, Debtors respectively represent as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue of Debtors’ Chapter 11 Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested in this Motion are sections 105, and 363 of the Bankruptcy Code and Bankruptcy Rule 6004.

4. Pursuant to Local Rule 9014.2, Force 10 and Debtors consent to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders for judgment consistent with Article III of the United States Constitution.

II. BACKGROUND

5. On September 28 and 29, 2025 (the “Petition Date”), Debtors filed their voluntary petition for relief under Chapter² 11 of the Bankruptcy Code, thereby commencing the bankruptcy cases identified in footnote 1 (the “Chapter 11 Cases”). See ECF No. 1.

6. Debtors continue to operate their businesses and manage their property as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No

² All references to “Section” herein shall be to the Bankruptcy Code appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure; and all references to a “Local Rule” shall refer to the Local Rules of Bankruptcy Practice of the U.S. Bankruptcy Court, District of Nevada.

request has been made for the appointment of a trustee or examiner, and no official committees have been appointed in the Chapter 11 Cases.

7. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the circumstances leading to the commencement of the Chapter 11 Cases is set forth in detail in the *Omnibus Declaration of Jeremy Rosenthal in Support of Debtor's Chapter 11 Cases* [ECF No. 79].

8. In July 2025, Intermediate and Holdings determined that they required the services of a chief restructuring advisor and related financial advisory services. After interviewing multiple candidates, Force 10 was selected with the agreement that Force 10 would provide Jeremy Rosenthal ("CRO") to serve as chief restructuring officer and Force 10 would provide related financial advisory and management services. Force 10 was selected because of its specialized experience in bankruptcy and restructuring advisory services. Force 10 was not involved in the Debtors' decision in July 2025 to engage Force 10. *See Hirschfeld Decl.* ¶ 3.

9. The CRO and Force 10 are well versed in bankruptcy and restructuring matters and the CRO, through Force 10, has agreed to serve as the chief restructuring officer of the Debtors, and Force 10 has agreed to provide financial and management services pursuant to the terms set forth herein. *See Rosenthal Decl.* ¶ 2.

10. The Debtors initially retained Force 10 pursuant to the terms of an engagement letter dated July 13, 2025. On September 28, 2025, the Debtors and Force 10 amended and restated the terms of the July engagement letter pursuant to the terms of the Engagement Letter attached hereto as **Exhibit 2** ("Engagement Letter").³ *See Rosenthal Decl.* ¶ 3.

III. **RELIEF REQUESTED**

11. Pursuant to sections 327 and 363 of the Bankruptcy Code, Debtors seek to employ and retain (i) the CRO effective as of the Petition Date; and (ii) Force 10 to provide financial

³ Any references to, or summaries of the Engagement Letter in this Motion are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein.

advisory and management services effective as to the Petition Date in connection with the Chapter 11 Cases, and on the terms and conditions set forth in the Engagement Letter.

IV. SCOPE OF SERVICES

12. As further detailed in the Engagement Letter,⁴ Force 10 has agreed to provide Mr. Rosenthal as CRO and perform financial advisory, management, and related services. Force 10's professionals' rates and other related information are set forth in the Engagement Letter and are summarized herein.

13. Subject to further order of this Court, Mr. Rosenthal as CRO and Force 10 as financial advisors to the CRO, have agreed to, *inter alia*⁵:

- a. Prepare 13-week cash flow and variance reports;
- b. Support the modeling of various restructuring scenarios and long-term forecasts for the Debtors;
- c. Assist in negotiations with the Debtors' creditors and the Debtors' efforts to manage assets and liabilities;
- d. Manage the restructuring affairs of the Debtors and provide periodic reports to the Board;
- e. Assist the Debtors and their professionals with executing the Debtors' restructuring efforts;
- j. Evaluate and develop restructuring plans and other strategic alternatives for maximizing the value of the Debtors and their assets. The CRO, in coordination with the Debtors' other professionals may recommend to the Board various plans and strategic alternatives, and upon receipt of the Board's approval of a proposed course of action, the CRO shall use commercially reasonable efforts to attempt to implement such course of action, subject, as applicable, to the approval of any court of competent jurisdiction;
- k. Assist in connection with motions, responses, or other court activity as directed by legal counsel; and
- l. Prepare and offer declarations, reports, depositions, and testimony.

⁴ Capitalized terms used in this Section but not otherwise defined shall have the meanings ascribed to them in the Engagement Letter.

1 See Engagement Letter, Ex. 2.

2 14. Debtors believe that the CRO and Force 10 are well qualified to provide the
3 foregoing professional services, and the CRO and Force 10 have agreed to provide such services
4 to the Debtors on the terms described in the Engagement Letter. See Hirschfeld Decl. ¶ 4; See
5 Rosenthal Decl. ¶ 4.

6
7 **V.**
QUALIFICATIONS

8 15. In addition to Mr. Rosenthal's and Force 10's knowledge of Debtors' business and
9 financial affairs, Debtors have selected the CRO and Force 10 because of their knowledge of and
10 experience in bankruptcy and restructuring matters. Debtors have determined that the retention of
11 Force 10, and through them, the CRO, is necessary and appropriate, and is in the best interests of
12 Debtors' estates, due to their expertise and qualifications in performing the services required in
13 these Chapter 11 Cases and for the reasons enumerated herein. See Hirschfeld Decl. ¶ 5.

14 16. The CRO and Force 10 regularly serve troubled companies, debtors, secured and
15 unsecured creditors, equity holders, and other parties-in-interest in bankruptcy matters and have
16 extensive experience providing consulting, fiduciary, financial advisory and management services
17 in reorganization proceedings and complex financial restructurings. Force 10's professionals have
18 a thorough understanding of the restructuring process and have substantial experience advising
19 various constituents in chapter 11 cases, including debtors, creditors, committees, and equity
20 holders. See Rosenthal Decl. ¶ 5.

21 17. Force 10 and its professionals have, on many occasions, performed services similar
22 to the services required in these Chapter 11 Cases for numerous debtors, trustees, examiners, and
23 creditors' committees in other non-related cases in receivership, bankruptcy, and other insolvency
24 proceedings. Force 10 and its professionals have experience working on cases with similar
25 circumstances to these Chapter 11 Cases, in which they were presented with issues and performed
26 services similar to the work required in these Chapter 11 Cases. See *id.* ¶ 6.

27 18. The compensation terms set forth in the Engagement Letter are consistent with
28 arrangements entered into by Force 10 and other restructuring and consulting firms with respect

1 to engagements with other clients. *See id.* ¶ 7.

2 19. Prior to its engagement by Debtors, Debtors disclosed to Force 10 their equity
3 security holders, officers, managers, principal creditors, and participants in its debt facility and
4 Force 10 received an additional creditor list to determine any prior or present representation of any
5 creditors or parties-in-interest. Force 10 has conducted a conflicts search. *See id.* ¶ 8.

6 20. Based on that search and except as set forth herein and in the Rosenthal Decl.:
7 (a) Force 10 has no connection with Debtors, their creditors, the Office of the United States Trustee
8 or its employees, or any other party in interest in these Chapter 11 Cases, or their respective
9 attorneys or accountants; (b) Force 10 is not a creditor, equity security holder, or insider of
10 Debtors; (c) until the appointment as CRO, neither Force 10 nor any of its employees or agents
11 was an officer, director, or employee of Debtors; and (d) Force 10 does not hold or represent any
12 interest that is materially adverse to Debtors, their estates, or any class of creditors or equity
13 security holders. Force 10 is therefore both disinterested and holds no interest that is adverse to
14 Debtors. *See id.* ¶ 9.

15 21. Pursuant to Bankruptcy Rule 2014, Force 10 discloses that:

16 • Force 10 routinely engages with, works alongside, represents, litigates,
17 and/or opposes stakeholders, other professionals, and service providers in the bankruptcy
18 and restructuring industries. As part of the firm's practice in representing stakeholders in
19 bankruptcy cases and reorganizations of both local and national significance, Force 10 has
20 previously worked alongside, against, together, or in opposition to, and maintains business,
21 professional, and/or personal relationships with, other prominent restructuring firms and
22 professionals of repute who may appear in the Chapter 11 Case, including but not limited
23 to the following firms and their professionals: Stretto, Inc.; Garman Turner Gordon LLP
24 ("GTG"); Sheppard, Mullin, Richter & Hampton LLP; Weil, Gotshal & Manges LLP;
25 Proskauer Rose LLP; McDonald Carano LLP; Milbank LLP; Vedder Price; and other law
26 firms and financial advisory firms that may appear in these Chapter 11 Cases.

27 • Members of Force 10 are colleagues and friends with other financial
28 advisors, lawyers, and other professionals, including people at the firms identified above

1 as well as at other firms that may appear in these Chapter 11 Cases and have attended
2 sporting events, dinners, and other social activities with them.

3 • Force 10 has been employed in bankruptcy cases where GTG has also
4 appeared, including but not limited to cases where GTG was employed as debtors' counsel
5 and Force 10 was employed as chief restructuring officer and/or financial advisor,
6 including *In re Turnberry/MGM Grand Towers, LLC*, case number 15-13706-abl; *In re*
7 *Alpha Guardian*, case number 20-11016-btb; and *In re Jagged Peak Canada, Inc.*, case
8 number 20-12599-mkn, which cases are all closed.

9 • GTG also represented the secured lender in *In re Musclepharm*, case
10 number 22-14422-nmc, where Nicholas Rubin, a principal of Force 10, was appointed as
11 an independent director to the debtor's board of directors. A plan was confirmed and Force
12 10's engagement in the Musclepharm case has concluded.

13 • Jeremy Rosenthal is the individual that will serve as CRO in these Chapter
14 11 Cases. Mr. Rosenthal is also serving as the Liquidation Trustee for the WHC
15 Liquidation Trust in the case of *In re Watsonville Hospital Corporation, et. al*, Case
16 Number 21-51477, pending in the United States Bankruptcy Court for the Northern District
17 of California. As the Liquidation Trustee, Mr. Rosenthal engaged Bankruptcy Recovery
18 Group LLC ("BRG") to prosecute certain avoidance actions on behalf of the liquidating
19 trust. While the bankruptcy case remains pending, BRG's engagement has concluded.
20 BRG is owned by the following partners of GTG, among others: Gregory Garman, William
21 Noall, and Talitha Gray Kozlowski.

22 • In 2023 and 2024, GTG represented Force 10 in connection with responding
23 to a U.S. Securities and Exchange Commission subpoena regarding a financial services
24 company, which engagement has concluded.

25 • Gregory Garman and Talitha Gray Kozlowski are the two largest
26 shareholders of and officers of Lawclerk.legal Corporation. Nicholas Rubin, a principal of
27 Force 10, holds less than a one and one-half (1.5%) percent interest in Lawclerk.legal
28 Corporation.

• Force 10 ran a conflicts check for all known creditors irrespective of the size of their claim. However, Crown has identified more than 28,000 additional interested parties that have either licensed or sold video clips to Crown and/or entered into release agreements with Crown relating to the use of the video clips (the “Video Clip Parties”). To the extent any of these interested parties have claims, they would not exceed \$2,500 per individual and are more likely in the range of one or several hundred dollars. It is conceivable that Force 10’s partners and associates have, at some time, represented, been adverse to, or otherwise engaged with the Video Clip Parties in matters wholly unrelated to Debtors and the Chapter 11 Cases. Given the number of Video Clip Parties and their nominal involvement in these Chapter 11 Cases, Force 10 has not completed a full conflicts check for all of these parties. Nonetheless, as Force 10 will not represent the Video Clip Parties in connection with these Chapter 11 Cases and given the nominal size of any claims and potential involvement in these Chapter 11 Cases, Force 10 submits that any prior connections do not create representation of a potential or actual adverse interest.

• Due to the breadth of Force 10’s experience, Force 10 has been involved in cases in which Debtors’ creditors, utilities, banks, lenders, and other parties-in-interest, such as the Internal Revenue Service, were also involved. To the best of Force 10’s knowledge, Force 10 does not currently represent any such parties.

See id. ¶ 10.

22. As of the Petition Date, Debtors had no debt owing to Force 10, and Force 10 is not a creditor in these Chapter 11 Cases. *See id.* ¶ 11.

23. Based on the foregoing, Debtors believe that Force 10 is “disinterested” as that term is defined in sections 101(14) and 327 of the Bankruptcy Code, as modified by Section 1107(b).

VI. COMPENSATION

24. Subject to Court approval and the J. Alix Protocols discussed in Section VIII(a) herein, and in accordance with the applicable provisions of the Bankruptcy Code, the

Bankruptcy Rules, applicable guidelines, and the Local Rules, and pursuant to the terms of the Engagement Letter, Force 10 seeks compensation based on the actual hours charged at the hourly rates set forth in the table below. Hourly rates may change in the future from time to time and are typically adjusted annually.⁶ Force 10 will inform the Debtors of any changes in hourly rates prior to such new hourly rates going into effect. Such rates and ranges shall be subject to adjustment to reflect advancing experience, capabilities, and seniority of professionals as well as general economic factors.

	Hourly Rate
Partners	\$890 – \$1,000
Managing Directors	\$595 – \$795
Directors	\$425 – \$580
Analysts	\$340 – \$400

See Rosenthal Decl., ¶ 12.

25. Mr. Rosenthal's hourly rate is \$1,000. *See id.* ¶ 13.

26. Debtors shall reimburse the CRO and Force 10 for their reasonable and documented out-of-pocket expenses incurred in connection with its employment by the Debtors, provided that an authorized representative pre-approves expenses exceeding \$10,000 in a calendar month. *See id.* ¶ 14.

27. Force 10 respectfully submits that such rates are reasonable in light of the high quality of the services being provided and the specialized nature of the services being provided. Additionally, Force 10's rates are consistent with the market. In the normal course of business, Force 10 adjusts its hourly rates on an annual basis. Force 10 will also seek reimbursement of its expenses pursuant to its policies set forth in the Engagement Agreement, which generally involve passing through all properly reimbursable expenses to the client. *See id.* ¶ 15.

28. Upon Court approval of the relief requested herein, Force 10 will be employed in

⁶ Force 10's billing rates are revised annually, on or around January of each year, as is customary with Force 10's policies. Accordingly, Force 10's billing rates will increase in January, 2026. As set forth in the Order, Force 10 will provide ten (10) business-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and will file any such notice with the Court.

1 these Cases pursuant to section 363 of the Bankruptcy Code. Because Force 10 is not being
2 employed as a professional under section 327 of the Bankruptcy Code, Force 10 shall not be
3 required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code.
4 Instead, the fees and expenses incurred by Force 10 will be treated as administrative expenses of
5 the Debtors' chapter 11 estates.

6 29. To maintain transparency and to comply with the U.S. Trustee's protocol applicable
7 to the retention of personnel under section 363 of the Bankruptcy Code (sometimes referred to as
8 the "J. Alix Protocol"), Force 10 will file with the Court and provide notice to the U.S. Trustee,
9 counsel to any DIP Lender, counsel to the ad hoc group of first lien lenders, and counsel to any
10 official committee of unsecured creditors appointed in these Cases (collectively, the "Notice
11 Parties") a report on staffing (the "Staffing Report") by the 20th of each month for the previous
12 month. These Staffing Reports will include the names and tasks performed by all Force 10
13 personnel involved in this matter. Notice for each Staffing Report will provide a time period of
14 fourteen (14) days for objections by parties in interest. The Staffing Reports (and Force 10's
15 staffing for this matter) will be subject to review by the Court in the event so requested by any of
16 the Notice Parties. *See id.* ¶ 16.

17 30. In accordance with sections 329 and 504 of the Bankruptcy Code and Bankruptcy
18 Rule 2016(b), Force 10 has not entered into any agreements, express or implied, with any other
19 party in interest, including the Debtors, any creditor, or any attorney for such party in interest in
20 the Chapter 11 Cases for (a) the purpose of sharing or fixing fees or other compensation to be paid
21 to any such party in interest or its attorneys for services rendered in connection therewith, (b)
22 payment of such compensation from the assets of the estates in excess of the compensation allowed
23 by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) payment of
24 compensation in connection with the Chapter 11 Cases other than in accordance with the
25 applicable provisions of the Bankruptcy Code. *See id.* ¶ 17.

26 31. It is further contemplated that Debtors will file a motion seeking approval of interim
27 monthly compensation procedures during the Chapter 11 Cases as permitted by Sections 331 and
28 of the Bankruptcy Code and Bankruptcy Rule 2016 and that the payment of Force 10's fees may

1 be further governed by such procedures. Force 10 understands that its compensation is subject to
 2 prior Court approval unless otherwise permitted by order of the Court. *See* Rosenthal Decl., ¶ 18;

3 32. Prior to the Petition Date, Debtors paid Force 10 the amount of \$495,103.84. As
 4 of the Petition Date, Force 10 is holding a retainer of \$288,288. Force 10 shall hold this retainer
 5 and shall apply the retainer for services rendered by the CRO and Force 10 in accordance with the
 6 J. Alix Protocols, all subject to prior Court approval unless otherwise permitted by order of the
 7 Court. *See* Rosenthal Decl., ¶ 19.

8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

VII. INDEMNIFICATION

33. Pursuant to the Engagement Letter,⁷ Debtors shall indemnify and hold harmless the
 CRO to the greatest extent provided in their respective organizational documents for indemnifying
 any other officer of the Debtors. *See* Engagement Letter § 8. Furthermore, Debtors shall
 indemnify each Indemnified Party from and against the Damages, to which such Indemnified Party
 may become subject in connection with or otherwise relating to or arising from any services
 contemplated by the Engagement or performance of services by an Indemnified Party thereunder,
 including any liability to or on account of any employees of any Debtor, and will reimburse each
 Indemnified Party for all Expenses as incurred in connection with investigating, preparing,
 pursuing or defending any Proceedings arising therefrom, whether or not such Indemnified Party
 is a formal party to such Proceeding; provided, however, that the Debtors will not be liable to any
 specific Indemnified Party to the extent that any Damages are found in a final non-appealable
 judgment by a court of competent jurisdiction to have resulted from, the fraud, gross negligence
 or willful misconduct of such specific Indemnified Party seeking indemnification hereunder.
 Debtors have further agreed that no Indemnified Party shall have any liability (whether direct or
 indirect, in contract, tort or otherwise) to the Debtors or any person asserting claims on behalf of
 Debtors arising out of or in connection with any services contemplated by the Engagement or the

⁷ Capitalized terms used in this Section but not otherwise defined shall have the meanings ascribed to them in the Engagement Letter.

1 performance of services by any Indemnified Party thereunder except to the extent that any
 2 Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have
 3 resulted from, the fraud, gross negligence or willful misconduct of the Indemnified Party. *See*
 4 Rosenthal Decl., ¶ 20

5 34. The indemnification provisions of the Engagement Letter are reasonable and are a
 6 condition of the CRO's and Force 10's engagement. Indemnification terms of the sort described
 7 herein are standard in the market for firms providing restructuring, turnaround, and similar
 8 services. *See id.* ¶ 21.

9 **VIII.** 10 **BASIS FOR RELIEF**

11 35. Section 363 of the Bankruptcy Code provides, in relevant part, that a debtor in
 12 possession "after notice and a hearing, may use, sell or lease, other than in the ordinary course of
 13 business, property of the estate..." 11 U.S.C. § 363(b)(1). Under applicable case law, courts will
 14 approve a debtor's proposed use of its assets under Section 363(b)(1) if it will serve a sound
 15 business purpose on the part of the debtor. *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 19-
 16 20 (B.A.P. 9th Cir. 1988); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (Bankr. D.
 17 Del. 1999) ("In evaluating whether a sound business purpose justifies the use, sale or lease of
 18 property under Section 363(b), courts consider a variety of factors, which essentially represent a
 19 business judgment test."); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996) (courts defer to a trustee's
 20 judgment concerning use of property under §363(b) when there is a legitimate business
 21 justification).

22 36. Bankruptcy courts have analyzed the propriety of a debtor's employment
 23 of corporate restructuring officers, advisors, and professionals under Section 363 on
 24 numerous occasions and it is an appropriate exercise of the debtor's business judgment to
 25 employ a restructuring professional in this manner. *See, e.g., In re Alpha Guardian*, Case No. 20-
 26 11016-mkn (Bankr. D. Nev. March 9, 2020); *In re Westcliff Med. Labs., Inc.*, Case No. 10- 16743
 27 (Bankr. C.D. Cal. June 25, 2010); *In re Fatburger Rest. of Cal., Inc.*, Case No. 09-13965
 28 (Bankr. C.D. Cal. Feb. 16, 2011); *In re Fairfield Residential LLC*, Case No. 09-14378 (Bankr.

1 D. Del Jan 13, 2010); *In re Motor Coach Indus. Int'l, Inc.*, Case No. 08-12136 (Banks. D. Del Oct.
 2 15, 2008) (approving retention of chief restructuring officer and crisis managers); *In re Pappas*
 3 *Telecasting, Inc.*, Case No. 08-10916 (Bankr. D. Del June 26, 2008); *In re Linens Holding Co.*,
 4 Case No. 08-10832 (Bankr. D. Del May 28, 2008); *In re Hoop Holdings, LLC*, Case No. 08-10544
 5 (Bankr. D. Del Apr. 22, 2008);

6 37. Since 2001, many bankruptcy courts have approved the employment of chief
 7 restructuring officers under Section 363(b) pursuant to the J. Alix Protocol. *See e.g., In re Nine*
 8 *West Holdings, Inc.*, 588 B.R. (Bankr. S.D.N.Y. 2018); *In re Safety-Kleen Corp.*, Case No. 00-
 9 2303 (Bankr. D. Del. 2000); *In re Harnischfeger Industries, Inc.*, Case No. 99-2171 (Bankr. D.
 10 Del. 1999); *In re Nine West Holdings, Inc.*, 588 B.R. 678, 688 (Bankr. S.D.N.Y. 2018); *In re*
 11 *Copenhaver, Inc.*, 506 B.R. 757, 764 (Bankr. C.D. Ill. 2014). The J. Alix Protocol recognizes
 12 the dual nature of chief restructuring officer engagements, the litigation risk arising from a chief
 13 restructuring officer's legally uncertain status under the Bankruptcy Code that never contemplated
 14 their existence, and the debtors' legitimate need for chief restructuring officer services at a time of
 15 crisis. *See generally* Clifford J. White III (FN1) *et. al.*, "Future of Ustp's Cro "Protocol", Am.
 16 Bankr. Inst. J., September 2018 (2018).

17 38. The J. Alix Protocol: (i) incorporates Sections 327(a) and 101(14)'s prohibition on
 18 serving, or having served within two years, on a debtor's board; (ii) incorporates Section 327(a)'s
 19 conflict of interest rules to bar those with an actual conflict of interest from being retained; (iii)
 20 incorporates the disclosure requirements governing a Section 327(a) application by requiring an
 21 affidavit setting forth connections with parties and professionals; (iv) requires disclosure
 22 of staffing and compensation, as well as court review of compensation under a "reasonableness"
 23 standard, which is analogous to the review of compensation of professionals employed under
 24 Section 327(a). *See id.*

25 39. As detailed herein, the CRO and Force 10 have met the requirements of the J. Alix
 26 Protocol.

27 40. Furthermore, the CRO's services are necessary and essential to Debtors'
 28 restructuring efforts, and the Debtors' employment of Force 10 and the appointment of Mr.

1 Rosenthal as CRO are based on a sound exercise of business judgment pursuant to Section 363(b)
2 of the Bankruptcy Code. In addition to the specific knowledge Mr. Rosenthal and Force 10 and
3 its personnel have acquired regarding Debtors' business, Force 10 also has extensive experience
4 providing financial and management services to distressed companies in similar circumstances.

5 41. With respect to the CRO services provided, and in accordance with the J. Alix
6 Protocol, Force 10 will file reports of compensation earned and expenses incurred and paid on a
7 monthly basis (each a "Monthly Report"), with each such report being due not later than twenty
8 (20) days following the end of the preceding month. Upon the filing of a Monthly Report, Force
9 10 shall give notice of the same to the U.S. Trustee, counsel for the ad hoc senior lenders, and
10 counsel to any statutorily appointed committee. The Monthly Reports will: (a) summarize the
11 services provided to the Debtors; (b) summarize the compensation earned by Force 10 related to
12 the CRO services; (c) identify the personnel providing services to the Debtors; and (d) itemize
13 expenses incurred. Time entries in the Monthly Reports shall be reported in tenth of an hour
14 increments.

15 42. Parties in interest shall have fourteen (14) days following the filing of a Monthly
16 Report to file objections to the payments provided for therein. In the event that a party in interest
17 objects to a Monthly Report, and such objection is not consensually resolved, the portion of Force
18 10's fees and expenses subject to the objection shall be subject to review by the Court.

19 43. Force 10 will also submit to the Court applications for approval of its fees, expenses
20 for their reasonableness, consisting of its cumulative monthly reports approximately every 120
21 days and at the completion of the Chapter 11 Cases.

22 44. In addition to compensation for professional services, Force 10 also will be entitled
23 to reimbursement for its reasonable costs and expenses. Such costs and expenses may include,
24 among others, charges for messenger services, photocopying, travel expenses, postage, and other
25 charges customarily invoiced by consulting firms.

26 45. Debtors respectfully request that the Court approve this Motion effective as of the
27 Petition Date. Since the Petition Date, Force 10 has had to devote substantial time to dealing with
28 various exigent matters that arose immediately following the commencement of these Chapter 11

Cases, including, but not limited to, communications with customers, creditors and counterparties to leases and contracts, and coordinating restructuring efforts with other estate professionals and Debtors' management. All these services provided by Force 10 were necessary to the efficient and effective administration of these Chapter 11 Cases, and benefited the estates. Under the circumstances, Debtors submit that approval of Force 10's retention, and of this Motion as of the Petition Date, is appropriate.

IX. **NOTICE**

Notice of this Application has been given to: (a) the Office of the United States Trustee; (b) all creditors that have appeared in the Chapter 11 Cases, (c) the creditors holding the twenty (20) largest unsecured claims in each of these Chapter 11 Cases; and (d) all other parties requesting notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

X. **CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter an order (i) approving the employment and retention of Force 10 to provide a chief restructuring officer and other financial advisory and management services to the CRO and the Debtors effective as of the Petition Date; (ii) designating Jeremy Rosenthal as CRO; (iii) approving the compensation terms set out above; and (iv) granting such other and further relief as may be just and proper.

Dated: November 3, 2025.

GARMAN TURNER GORDON LLP

By: /s/ Talitha Gray Kozlowski
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Proposed Counsel for Debtors

EXHIBIT 1

EXHIBIT 1

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Proposed Counsel for Debtors

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re: THRILL INTERMEDIATE LLC, Debtor.	Case No.: BK-25-15714-MKN Chapter 11 Date: November 12, 2025 Time: 9:30 a.m.
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ORDER (I) AUTHORIZING DEBTORS TO (A) EMPLOY AND RETAIN FORCE TEN PARTNERS, LLC TO PROVIDE DEBTORS WITH A CHIEF RESTRUCTURING OFFICER AND OTHER FINANCIAL ADVISORY AND MANAGEMENT SERVICES PURSUANT TO 11 U.S.C. §§ 327 and 363(B); B) DESIGNATE JEREMY ROSENTHAL AS CHIEF RESTRUCTURING OFFICER; AND (II) GRANTING RELATED RELIEF

Upon consideration of Debtors' *Motion for Entry of an Order (I) Authorizing Debtors to (A) Employ and Retain Force 10 Partners, LLC to Provide Debtors with a Chief Restructuring*

Officer and other Financial Advisory and Management Services Pursuant to 11 U.S.C. §§327 and 363(b); (B) Designate Jeremy Rosenthal as Chief Restructuring Officer; and (II) Granting Related Relief; and the Court being satisfied that: (i) Force 10 is disinterested as that term is defined in Section 101(14) of the Bankruptcy Code and does not hold or represent any entity having an adverse interest in connection with the Debtors' cases, (ii) that retention of Force 10 is necessary and in the best interests of the estates; (iii) appropriate notice of the Motion has been given; and (iv) sufficient cause appears,

IT IS ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, Debtors are authorized to (i) retain and employ Force 10 and (ii) designate Jeremy Rosenthal as Chief Restructuring Officer, in each instance effective as of the Petition Date.
3. The terms of the Engagement Letter including, without limitation, the compensation provisions, are reasonable terms and conditions of employment and are hereby approved.
4. Force 10 and its affiliates shall not act in any other capacity in connection with the Chapter 11 Cases, except that Force 10 shall be permitted to support the CRO consistent with the Jay Alix Protocol. If Debtors seek to have Force 10 personnel assume executive officer positions not disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) new personnel, or (iii) altering or expanding the scope of the engagement, Debtors shall seek such relief by separate motion.
5. For a period of three years after the conclusion of Force 10's engagement, neither Force 10 nor any of its affiliates shall make any investments in the Debtors or the reorganized Debtors.
6. Upon employment and retention by Debtors, Force 10 shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Letter.
7. To the extent there is any inconsistency between the terms of the Engagement Letter, the Motion, and this Order, the terms of this Order shall govern.

1 8. Notice of the Motion as provided therein shall be deemed good and sufficient
2 notice of such Motion and the requirements of Bankruptcy Rule 6004 are satisfied by such
3 notice.

4 9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order
5 are immediately effective and enforceable upon its entry.

6 10. Debtors are authorized to take all actions necessary to effectuate the relief granted
7 in this Order in accordance with the Motion.

8 11. This Court retains exclusive jurisdiction with respect to all matters arising from or
9 related to the implementation, interpretation, and enforcement of this Order.

10 **IT IS SO ORDERED.**

11 PREPARED AND SUBMITTED BY:

12 GARMAN TURNER GORDON LLP
13

14 By: /s/

15 GREGORY E. GARMAN, ESQ.
16 WILLIAM M. NOALL, ESQ.
17 TALITHA GRAY KOZŁOWSKI, ESQ.
18 TERESA M. PILATOWICZ, ESQ.
19 7251 Amigo Street, Suite 210
20 Las Vegas, Nevada 89119
21 *Proposed Counsel for Debtors*
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LR 9021 CERTIFICATION

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

- ☐ The court waived the requirement of approval under LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated above.
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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EXHIBIT 2

EXHIBIT 2



5271 California, Suite 270
Irvine, California 92617
Force10partners.com
(949) 357-2360

September 28, 2025

Thrill Intermediate, LLC
Thrill Holdings, LLC
Superjacket Productions LLC
Nitro Rallycross, LLC
NRX IP Holdings LLC
Purple Shark, LLC
Perfect Feet Productions, LLC
Crown Media Entertainment, LLC
Conduit Post, LLC
10801 W. Charleston Blvd. Suite 600
Las Vegas, NV 89135
Las Vegas, NV 89135
Attn: Board of Directors

Re: Force Ten Partners, LLC — Amended Engagement Agreement

Dear Board of Directors:

We appreciate the opportunity to work with Thrill Intermediate, LLC, Thrill Holdings, LLC, Superjacket Productions LLC, Nitro Rallycross, LLC, NRX IP Holdings LLC, Purple Shark, LLC, Perfect Feet Productions, LLC, Crown Media Entertainment, LLC, Conduit Post, LLC (each a "Company" and collectively, "Companies"). This Amended Engagement Agreement ("Agreement") amends and restates in its entirety the Engagement Agreement dated July 13, 2025, and confirms and sets forth the terms and conditions of the engagement between the Companies and Force Ten Partners, LLC ("Force 10") regarding the scope of the services to be performed by Force 10 (the "Engagement") and the basis of compensation for those services.

1. Description of Services.

- (a) Executive Services – Chief Restructuring Officer. During the term of this Engagement, Force 10 shall provide Jeremy Rosenthal to the Companies to serve as the chief restructuring officer ("CRO") for each Company. If Jeremy Rosenthal is unable to serve as CRO, Force 10 and the Companies will work collaboratively to select a replacement CRO. The CRO is engaged (i) to manage the Companies' financial restructuring; (ii) if desired by the Board (as defined below), to manage the Companies' efforts to reorganize their assets and liabilities for the benefit of their respective stakeholders, including, if applicable, authorizing the CRO to administer and carry out each Company's duties as a debtor-in-possession; and (iii) to provide such other services as directed by the Board and agreed to by the CRO.
- (b) Restructuring Services. Jeremy Rosenthal, as CRO, and Force 10 in aid of the CRO as financial advisors, will seek to utilize the Companies' employees to efficiently provide the following services ("Restructuring Services"), as appropriate:
 - (i) Prepare 13-week cash flow and variance reports;

- (ii) Support the modeling of various restructuring scenarios and long-term forecasts for the Companies;
 - (iii) Assist in negotiations with the Companies' creditors and the Companies' efforts to manage assets and liabilities;
 - (iv) Manage the restructuring affairs of the Companies and provide periodic reports to the Board;
 - (v) Assist the Companies and their professionals in executing the Companies' restructuring efforts;
 - (vi) Evaluate and develop restructuring plans and other strategic alternatives for maximizing the value of the Companies and their assets. The CRO, in coordination with the Companies' other professionals, may recommend to the Board various plans and strategic alternatives, and upon receipt of Board's approval of a proposed course of action, the CRO shall use commercially reasonable efforts to attempt to implement such course of action, subject, as applicable, to the approval of any court of competent jurisdiction;
 - (vii) Assist in connection with motions, responses, or other court activity as directed by legal counsel; and
 - (viii) Prepare and offer declarations, reports, depositions, and testimony.
- (c) Reporting. The CRO shall act under the direction, control, and guidance of, and report to the board of directors or managers or other governing body of each Company (each a "Board" and collectively, "Boards"). The CRO shall serve at the pleasure of each Board.
- (d) Force 10 Personnel.
 - (i) The CRO will utilize and supervise Force 10 personnel with appropriate professional experience to provide the Restructuring Services.
 - (ii) Force 10 will continue to engage the CRO while rendering services to the Companies. The CRO and Force 10 will continue to work on unrelated matters that will not unduly interfere with services rendered under this Engagement.
- (e) Reliance. Each Company shall use commercially reasonable efforts to: (i) provide the CRO and Force 10 and its personnel with access to management and other representatives of the Companies; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Companies that such personnel reasonably request in connection with the services to be provided under this Engagement. The CRO, Force 10, and its personnel may rely, without further independent verification, on the accuracy and completeness of all information that is furnished by or on behalf of a Company or otherwise reviewed by such personnel in connection with the services to be provided under this Engagement. The Company acknowledges and agrees that the CRO and Force 10 and its personnel are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. The CRO and Force 10 and its personnel are under no obligation to update data submitted to them.
- (f) Projections. You understand that the services to be rendered by the CRO and Force 10 and its personnel will include the preparation of projections and other forward-looking statements, and that numerous factors can affect the actual results of the Companies' operations, which may materially and adversely differ from those projections and other forward-looking statements. Also, you understand that the CRO and Force 10 and its personnel will be relying

on information provided by the Companies, their management, employees, and other professionals, in preparation of those projections and other forward-looking statements.

(g) Limitations of Duties.

- (i) Neither the CRO nor Force 10 nor any of its personnel (i) make any representations or guarantees that the goals of this Engagement will be achieved, that a restructuring will be realized, or that any plan or strategic alternative recommended or implemented by the CRO and Force 10 or any of its personnel will be more successful than any other possible proposals or strategic alternatives; or (ii) assume any responsibility for any Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction.
- (ii) Neither the CRO nor Force 10 nor any of its personnel shall (i) be deemed to be the employer (or co-employer with any Company) of any Company's employees, and shall not have the power to fire, hire, or promote any Company's employees or sign any checks payable to the employees; or (ii) have a role in decisions related to any Company's employees' wages, hours and days of work, employee policies, employee record maintenance, business expense reimbursements, wage statements, wage penalties, employee classification as independent contractors or exempt employees, or any other condition of employment. Each Company's employees shall at all times be and remain exclusively employees of the Company that employs them, and such Company retains all responsibilities related to any employee.
- (iii) Neither the CRO nor Force 10 nor any of its personnel assumes any responsibility for any Company's filings with the Securities and Exchange Commission, NASDAQ, any other securities market, or any applicable regulator.

- (h) Modifications. This Engagement is fluid, and the specific scope of services may change. If circumstances arise and the scope of requested services expands, Force 10 and the Board will consult regarding amendments and modifications to this Engagement.

2. Compensation. In consideration of Force 10's acceptance of this Engagement, the Company agrees:

- (a) Hourly Fees. To pay Force 10 for the hourly rate of its personnel engaged in providing services pursuant to the Engagement. The initial hourly rates agreed to for the Engagement are:

Partners	\$890-\$1,000
Managing Directors	\$595-\$795
Directors	\$425-\$580
Analysts	\$340-\$400

Force 10 generally adjusts its hourly rates annually, and the above rates reflect the current rates for the calendar year 2025. The CRO's hourly fee is \$1,000.

- (b) Expenses. The Companies shall reimburse the CRO and Force 10 for their reasonable and documented out-of-pocket expenses incurred in connection with the Engagement, provided that an authorized representative pre-approves expenses exceeding \$10,000 in a calendar month.
- (c) Payment Terms. The Companies shall pay Force 10's hourly fees and reimburse its expenses within 10 business days of the Companies' receipt of an invoice for such services and itemized expenses. Upon a bankruptcy filing, if any, all invoices reflecting Force 10's hourly fees and expenses will be submitted in accordance with the Office of the U.S. Trustee guidelines and will be paid pursuant to further order of the court.

- (d) Retainer. As reasonably practicable after the execution of this Agreement, the Companies shall pay Force 10 an advance payment retainer in the amount of \$350,000. Force 10 will deposit the retainer in its general account (and shall not be held in trust, escrow, or otherwise held as security). Force 10 may apply the retainer to any amounts outstanding at the termination of this Engagement. Force 10 shall remit to the appropriate Company the remaining balance of the retainer following the termination of the Engagement and upon the satisfaction of all of the Company's obligations hereunder.
3. Term.
- (a) The term of this Engagement shall commence as of the date set forth above and shall continue until the Engagement is completed unless terminated with or without cause by either the Company or Force 10 on thirty (30) days prior written notice, in which event all compensation and expenses owing to Force 10 through the date of such termination (including fees and expenses incurred prior to but invoiced after such termination) shall be immediately due and payable. All provisions of this Agreement setting forth rights or obligations that extend beyond the termination of the Agreement shall survive and shall continue to bind the parties.
- (b) Force 10 may withdraw from this Engagement and terminate its obligations hereunder and the CRO and any other officers and/or managers of the Companies may resign from their respective positions upon written notice to the Board if any of the Companies make it unethical or unreasonably difficult for the CRO, Force 10 or its personnel to fulfill the terms of this Engagement or otherwise perform their duties under this Engagement.
4. No Audit. Force 10 and its personnel are not being requested to perform and are not agreeing to undertake an accounting audit, review, or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the American Institute of Certified Public Accountants, the Securities Exchange Commission, or any other state or national professional or regulatory body.
5. No Third-Party Beneficiary. The Companies acknowledge that all advice and work product given by Force 10 or any of its personnel in connection with this Engagement is intended solely for the benefit and use of the Companies, including its management and Board, in their capacities as such, in considering the matters to which this Engagement relates. Without Force 10's specific case-by-case written approval, the Companies agree that the advice and any work product shall not be used for any other purpose and that they shall not be reproduced, disseminated, quoted or referred to other than for the exclusive purpose of accomplishing the tasks that are the subject matter of this Engagement during the term of this Engagement, except as otherwise required by law.
6. Conflicts.
- (a) The CRO and Force 10 are not currently aware of any relationship that would create a conflict of interest with any of the Companies or those parties-in-interest of which you have made us aware. Because the CRO is a financial consultant and independent fiduciary and Force 10 is a financial advisory and consulting firm that serves clients in numerous cases and industries, both in and out of court, it is possible that the CRO and/or Force 10 may have rendered services to or have business associations with other entities or people which had or have or may have relationships with any of the Companies, including creditors of the Companies. The CRO and Force 10 will not represent the interests of any such entities or people in connection with this matter.
- (b) Each Company and each of their subsidiaries acknowledges and agrees that the services provided under this Engagement are being provided on behalf of each of them and each of them hereby waives any and all conflicts of interest that may arise on account of the services

being provided on behalf of any of their affiliates or subsidiaries. Based on our current understanding of the financial and business relationships between the Companies, it appears there is an alignment of interest between each Company. To the extent an unknown and unforeseen irreconcilable conflict between the Companies and the Board for a Company concludes that the CRO cannot be the CRO of each Company, each Company agrees that the CRO will remain the CRO of Thrill Holdings LLC and resign as the CRO of the other Companies.

7. Confidentiality. Force 10 and its personnel shall keep confidential all non-public information received from the Companies in conjunction with this Engagement, except: (i) as requested by the Companies or their legal counsel; (ii) as required by legal proceedings; or (iii) as reasonably required in the performance of this Engagement. All confidentiality obligations shall cease as to any part of such information that is or becomes public other than because of a breach of this provision.

8. Indemnification and Limitations on Liability.

- (a) The Companies shall indemnify and hold harmless the CRO to the greatest extent provided in their respective organizational documents for indemnifying any other officer of the Company. Furthermore, the Companies shall indemnify and hold harmless Force 10 and each of its personnel, including the CRO, together with its officers, members, partners, directors, employees and agents (each an “Indemnified Party”), from and against any losses, claims, damages and liabilities, joint or several (collectively, the “Damages”), to which such Indemnified Party may become subject in connection with or otherwise relating to or arising from any services contemplated by this Engagement or performance of services by an Indemnified Party thereunder, including any liability to or on account of any employees of any Company, and will reimburse each Indemnified Party for all fees and reasonable and documented out-of-pocket expenses (including the fees and reasonable and documented out-of-pocket expenses of counsel) (collectively, “Expenses”) as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, “Proceedings”) arising therefrom, whether or not such Indemnified Party is a formal party to such Proceeding; provided, however, that the Companies will not be liable to any specific Indemnified Party to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from, the fraud, gross negligence or willful misconduct of such specific Indemnified Party seeking indemnification hereunder. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Companies or any person asserting claims on behalf of Companies’ arising out of or in connection with any services contemplated by this Engagement or the performance of services by any Indemnified Party thereunder except to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from, the fraud, gross negligence or willful misconduct of the Indemnified Party.
- (b) If for any reason other than in accordance with this Engagement, the foregoing indemnity is unavailable to an Indemnified Party or insufficient to hold harmless an Indemnified Party, the Companies agree to contribute to the amount paid or payable by an Indemnified Party as a result of such Damages (including all Expenses incurred) in such proportion as is appropriate to reflect the relative benefits to the Companies’ and/or its stakeholders or beneficiaries on the one hand, and Force 10 on the other hand, in connection with the matters covered by this Engagement and this Section 8 or, if the foregoing allocation is not permitted by applicable law, not only such relative benefits but also the relative faults of such parties as well as any relevant equitable considerations. The Companies agree that for purposes of this paragraph the relative benefits to the Companies’ and/or its stakeholders or beneficiaries and Force 10 in connection with the matters covered by this Engagement and this Section 8 will be deemed

to be in the same proportion that the total value paid or received or to be paid or received by Companies' and/or its stakeholders or beneficiaries in connection with the Damages, bears to the fees paid to Force 10 under the Engagement; provided, however, that (a) in no event will the total contribution of all Indemnified Parties to all such Damages exceed the amount of available insurance proceeds and fees actually received and retained by Force 10 under this Engagement (excluding any amounts received by Force 10 as reimbursement of expenses) and (b) the Companies shall have no obligation to make any contribution to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the fraud, gross negligence or willful misconduct of the applicable Indemnified Party.

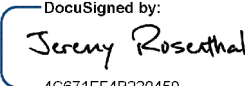
- (c) The Companies shall not enter into any waiver, release or settlement of any Proceeding (whether or not Force 10 or any other Indemnified Party is a formal party to such Proceeding) in respect of which indemnification may be sought hereunder without the prior written consent of Force 10 (which consent will not be unreasonably withheld), unless such waiver, release or settlement (i) includes an unconditional release of Force 10 and each Indemnified Party from all liability arising out of such Proceeding and (ii) does not contain any factual or legal admission by or with respect to any Indemnified Party or any adverse statement with respect to the character, professionalism, expertise or reputation of any Indemnified Party or any action or inaction of any Indemnified Party.
- (d) If any Indemnified Party is entitled to indemnification under this Agreement with respect to any action or proceeding brought by a third party, the Companies shall be entitled to assume the defense of any such action or proceeding with counsel reasonably satisfactory to the Indemnified Party. Upon assumption by the Companies of the defense of any such action or proceeding, the Indemnified Party shall have the right to participate in such action or proceeding and to retain its own counsel but the Companies shall not be liable for any legal expenses of other counsel subsequently incurred by such Indemnified Party in connection with the defense thereof unless (i) the Companies have agreed to pay such fees and expenses, (ii) the Companies shall have failed to employ counsel reasonably satisfactory to the Indemnified Party in a timely manner, or (iii) the Indemnified Party shall have been advised by counsel that there are actual or potential conflicting interests between the Companies and the Indemnified Party, including situations in which there are one or more legal defenses available to the Indemnified Party that are different from or additional to those available to the Companies; provided, however, that the Companies shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, except to the extent that local counsel, in addition to its regular counsel, is required in order to effectively defend against such action or proceeding.
- (e) The CRO and any other officers or managers provided by Force 10 pursuant to this Engagement shall be insured as officers of the Companies under the Companies' director and officer liability insurance policies. The Company shall maintain director and officer liability insurance purchased by the Company and shall maintain such insurance and purchase an appropriate tail if the policies are to expire and not be replaced by substantially similar or better policies for the period through which claims can be made against such persons. At Force 10's reasonable request the Companies shall acquire appropriate additional insurance solely insuring the CRO and any other officers or managers provided by Force 10.
- (f) The provisions of this Section 8 are contractual obligations, and no change in applicable law or any of the Companies' organizational documents, bylaws or any other agreement or undertaking or insurance policy shall affect the CRO's, Force 10's or any of Force 10's personnel's rights under this Section.

9. Joint and Several Liability. Each Company and each of its subsidiaries hereby agrees that they are each jointly and severally liable to Force 10 for the Companies' representations, warranties, covenants, liabilities, and obligations as set forth in this Engagement. Force 10 and its personnel may seek to enforce, in their sole discretion, any of their respective rights and remedies against any Company and any of their subsidiaries in any order and at any time.
10. Limitations of Liability. If Force 10 or any of its personnel are otherwise in breach of or default under this Engagement, then the maximum liability of Force 10 and such personnel in the aggregate with respect to such breach or default shall be limited to an amount equal to available insurance proceeds and the fees actually paid to Force 10 (excluding any amounts received by Force 10 as reimbursement of expenses) pursuant to this Engagement as of such date.
11. Successors and Assigns. This Engagement shall inure to the benefit of, and be binding upon, the Companies and Force 10 and their respective successors and assigns. Neither party may assign its rights and/or obligations under this Engagement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
12. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without reference to principles of conflicts of law. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award issued by the arbitrator may be entered in the state and federal courts located in Clark County, Nevada, and the parties hereby expressly consent to exclusive forum in such courts. The party deemed to prevail by the arbitrator shall be entitled to reimbursement of all reasonable attorneys' fees and costs of arbitration, including any costs to enforce such decision through all appellate levels. This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from a state or federal court located in Clark County, Nevada. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH DISPUTE, CLAIM OR CONTROVERSY.
13. Independent Contractor. Force 10 and its personnel serve as independent contractors to the Companies pursuant to the terms of this Engagement. This Engagement does not create and shall not be construed to create a relationship of principal and agent, joint venture, co-partners, employer and employee or any similar relationship and the parties hereto expressly deny the existence of any such relationship.
14. No Attorney-Client Relationship or Provision of Legal Services. Certain Force 10 personnel, including Jeremy Rosenthal, are attorneys. Neither this engagement nor any services provided by Force 10 or its personnel pursuant to this engagement shall give rise to an actual or imputed attorney-client relationship between any such attorney and any Company or its officers, directors, or principals. The Company agrees and acknowledges that neither it nor any of its officers, directors, or principals has any attorney-client relationship with Jeremy Rosenthal, or any other personnel affiliated with Force 10. The Engagement of Force 10 is not an engagement of Force 10, Jeremy Rosenthal, or any of its personnel to provide legal advice. The services provided by Force 10, Jeremy Rosenthal, and Force 10's personnel are business advice and do not constitute legal advice.
15. Miscellaneous. No amendment of this Engagement or waiver of any provision hereof will be binding unless set forth in a writing signed by the Companies and Force 10. No failure or delay by a party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single

or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. The invalidity or unenforceability of any provision of this letter agreement will not affect the validity or enforceability of any other provision of this letter agreement, each of which will remain in full force and effect. This Engagement may be executed in counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Signatures delivered electronically will have the same force and effect as original signatures.

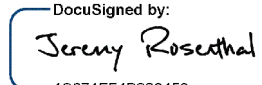
If this Agreement is acceptable to you, please execute and return it to acknowledge your agreement to its terms.

FORCE TEN PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: 4C671FF4B220450... Jeremy Rosenthal
Its: Authorized Signatory

COMPANIES:

THRILL INTERMEDIATE, LLC
THRILL HOLDINGS, LLC
SUPERJACKET PRODUCTIONS LLC
NITRO RALLYCROSS, LLC
NRX IP HOLDINGS LLC
PURPLE SHARK, LLC
PERFECT FEET PRODUCTIONS, LLC
CROWN MEDIA ENTERTAINMENT, LLC
CONDUIT POST, LLC

By: 
Name: 4C671FF4B220450... Jeremy Rosenthal
Their: Authorized Signatory