

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

	)	
In re:	)	Chapter 11
	)	
CINEWORLD GROUP PLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 22-90168 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DEBTORS’ FIFTH OMNIBUS MOTION  
FOR ENTRY OF AN ORDER (I) AUTHORIZING  
(A) REJECTION OF CERTAIN UNEXPIRED LEASES OF  
NON-RESIDENTIAL REAL PROPERTY AND (B) ABANDONMENT  
OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH EFFECTIVE  
AS OF THE REJECTION DATE, AND (II) GRANTING RELATED RELIEF**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

**Parties receiving this motion should locate their respective names and leases on the list of rejected leases on Schedule 1 to the proposed Order.**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this motion (this “Motion”):<sup>2</sup>

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/cineworld>. The location of Debtor Cineworld Group plc’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 8th Floor Vantage London, Great West Road, Brentford, England, TW8 9AG, United Kingdom.

<sup>2</sup> The facts and circumstances supporting this Motion are set forth in (a) the *Declaration of Israel Greidinger, Deputy Chief Executive Officer of Cineworld Group plc, in Support of the Debtors’ Chapter 11 Petitions* [Docket No. 19] (the “Greidinger First Day Declaration”) and (b) the *Declaration of James A. Mesterharm, Chief Restructuring Officer of Cineworld Group plc, in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 80] (together with the Greidinger First Day Declaration, the “First Day Declarations”), each incorporated by reference herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declarations.

**Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “Order”), (a) authorizing the Debtors to (i) reject certain unexpired leases, including any amendments or modifications thereto (each, a “Lease,” and collectively, the “Leases”) for non-residential real property located at the premises (collectively, the “Premises”) listed on Schedule 1 to the Order and (ii) abandon certain equipment, fixtures, furniture, or other personal property (collectively, the “Personal Property”) that may be located at the Premises, each effective as of the rejection date listed on Schedule 1 to the Order (the “Rejection Date”), and (b) granting related relief.

**Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of title 11 of the United States Code (the “Bankruptcy Code”), rule 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

**Background**

5. Cineworld Group plc (together with its Debtor and non-Debtor affiliates, the “Group”) is unwavering in its vision to be “The Best Place to Watch a Movie.” As the second-largest cinema chain in the world by number of screens, the Group brings its vision to life each day in modern cinemas with cutting-edge technology. Headquartered in Brentford, United

Kingdom, the London Stock Exchange-listed company, operating under five major brands, employs a global workforce of approximately 30,000 employees and as of the Petition Date operated 747 locations with 9,139 screens in 10 countries.

6. On September 7, 2022 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases are set forth in greater detail in the First Day Declarations.

7. On the Petition Date, the Court entered an order authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1 [Docket No. 32]. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On September 23, 2022, the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) [Docket No. 419]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

### **Leases to Be Rejected**

8. As set forth in detail in the First Day Declarations, the Debtors’ businesses have been acutely impacted by the global spread of COVID-19 and its attendant consequences, including a decline in cinema attendance, a disrupted film release and production schedule, and a rise in at home entertainment alternatives. As a result, the Debtors—who are parties to hundreds of leases for their movie theater locations—have taken critical steps since COVID-19 was first declared a global pandemic in March 2020 to ease the financial burden caused by underperforming theaters—many of which are subject to off-market lease terms. Over the past two and a half years, the Debtors, through extensive good-faith and arm’s-length negotiations with their landlords,

reached agreement on various lease restructurings that provided for, among other things, the deferral of rent. While such actions have provided breathing room for the Debtors as the cinema industry rebounds from the pandemic, they have not delivered a comprehensive long-term solution. The Debtors' U.S. theater portfolio is a significant contributing factor to their current financial challenges. Primarily due to the impact of deferred rent payments, the Debtors estimate that the average monthly rent obligations per theater increased by almost 30% year-to-date July 2022 compared to full-year 2019.

9. In the lead up to these chapter 11 cases, the Debtors undertook an extensive analysis of their U.S. lease portfolio as part of formulating a revised, go-forward business plan. The objective of that analysis has been, and continues to be, identifying unprofitable, underperforming, or otherwise undesirable theater locations in the United States. In parallel with that analysis, which remains ongoing postpetition, the Debtors and their advisors, including their real estate advisor, A&G Realty Partners, LLC, are engaging in an analysis of the Debtors' entire lease portfolio, and have commenced active negotiations with many of the Debtors' U.S. landlords. The Debtors are hopeful that these negotiations will lead to lease concessions and modifications that will obviate the need for rejection and enable additional theater sites to remain open.

10. Since the filing of these chapter 11 cases, the Debtors have taken meaningful steps to right-size their lease portfolio.

- On September 7, 2022, the Debtors filed their first omnibus lease rejection motion [Docket No. 26]. On October 21, 2022, the Court entered an order authorizing the Debtors to reject seventeen leases and granting related relief [Docket No. 570].
- On September 30, 2022, the Debtors filed their second omnibus lease rejection motion [Docket No. 468]. On October 25, 2022, the Court entered an order authorizing the Debtors to reject five leases and granting related relief [Docket No. 594]. In addition, on October 24, 2022, the Court entered a stipulation and agreed order authorizing the termination and rejection of one additional lease [Docket No. 584].
- On November 7, 2022 the Debtors filed their third omnibus lease rejection motion [Docket

No. 759]. On November 30, 2022, the Court entered an order authorizing the Debtors to reject five leases and granting related relief [Docket No. 1059].

- On December 8, 2022 the Debtors filed their fourth omnibus lease rejection motion [Docket No. 1093]. A hearing on the motion is scheduled for January 23, 2023.

11. The Debtors will continue to work with their advisors, landlords, lenders, and other parties in interest to maximize value for their estates through their lease rationalization strategy. In the meantime, as of the date hereof, the Debtors, in consultation with their advisors, have determined in their business judgment, based on a variety of factors including performance and/or current lease terms, that certain Leases for U.S. theater sites are unnecessary and burdensome to their estates and do not have a place in the Debtors' go-forward business. Rejection of these Leases will reduce high fixed operational costs and better position the Debtors to conduct competitive operations to the benefit of their estates. As such, the Debtors seek to reject these additional 39 Leases effective as of the applicable Rejection Date. In total, the Debtors estimate that rejecting the Leases will save their estates approximately \$22 million annually.

#### **Personal Property to Be Abandoned**

12. The Debtors intend to remove Personal Property that they determine will be useful to their operations at other theater locations or otherwise valuable to their estates from the Premises in advance of the applicable Rejection Date. To the extent that any Personal Property remains at the Premises as of the applicable Rejection Date, however, the Debtors will have evaluated such Personal Property and determined either that (a) the Personal Property is of inconsequential value or (b) the cost of removing, transporting, and storing the Personal Property for potential future use, marketing, or sale exceeds its value to the Debtors' estates. Any Personal Property remaining at

the Premises as of the applicable Rejection Date, therefore, will no longer be necessary for the administration of the Debtors' estates.

13. To reduce costs and facilitate the efficient surrender of the Premises, the Debtors believe that the abandonment of the Personal Property that may be located at each of the Premises as of the applicable Rejection Date, if any, is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors.

14. In light of the Debtors' efforts to preserve and maximize the value of their estates, which will inure to the benefit of all creditors, and to avoid incurring costs on account of Personal Property that is not integral to the Debtors' go-forward business operations and their chapter 11 efforts, the relief requested herein is necessary and appropriate.

#### **Basis for Relief**

##### **I. Rejection of the Leases Is a Sound Exercise of the Debtors' Business Judgment.**

15. The Bankruptcy Code enables a debtor in possession to reject certain unexpired leases of the debtor that are for non-residential real property, subject to the court's approval. 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petrol., Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); see also *In re Orion Pictures Corp.*, 4 F.3d 1095, 1098–99 (2d Cir. 1993) (noting that rejection permits the debtor to renounce title to and abandon burdensome property). Courts generally authorize debtors to reject unexpired leases where the debtors appropriately exercise their "business judgment." See *In re Mirant Corp.*, 378 F.3d 511, 524 (5th Cir. 2004); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *In re Pisces Energy, LLC*, 2009 WL 7227880, at \*6 (Bankr. S.D. Tex. Dec. 21, 2009). Third parties are generally not permitted to second-guess a debtor's business judgment concerning

the rejection of an executory contract or unexpired lease. The “business judgment” test merely requires a showing that rejection of the unexpired lease will benefit the debtor’s estate. *See In re Pisces Energy*, 2009 WL 7227880, at \*6 (“In the absence of a showing of bad faith . . . the debtor’s business judgment will not be altered.”); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“A debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”) (internal quotations omitted).

16. As an integral component of their efforts to preserve and maximize the value of their estates and reduce unnecessary administrative costs in these chapter 11 cases, the Debtors have determined, in their business judgment, that the Leases are burdensome and unnecessary to their estates. Any continued expense incurred in connection with maintaining the Leases and attempting to market such agreements would likely outweigh any benefit to attempting to identify a potential acquirer of the Leases. Any such efforts would unnecessarily deplete assets of the Debtors’ estates as a result of, among other things, the accrual of additional administrative and marketing expenses, to the detriment of the Debtors’ estates and their creditors. In contrast, rejection of the Leases will represent a significant cost savings to the Debtors’ estates moving forward.

## **II. It Is Appropriate to Deem the Leases as Rejected Effective as of the Applicable Rejection Date.**

17. Courts have long recognized that it is appropriate and consistent with the Bankruptcy Code to grant retroactive rejection of an unexpired lease under certain circumstances. *See, e.g., In re Romacorp, Inc.*, 2006 WL 6544088, at \*4 (Bankr. N.D. Tex. Feb. 2, 2006) (“This court is not alone in allowing retroactive rejection of unexpired leases; in fact, a number of other courts around the country have recognized this equitable practice.”) (collecting

cases); *In re Amber's Stores, Inc.*, 193 B.R. 819, 825–27 (Bankr. N.D. Tex. 1996) (“[T]he Court finds that nothing precludes a bankruptcy court, based on the equities of the case, from approving the trustee’s rejection of a non-residential real property lease retroactively to an earlier date.”); *see also In re At Home Corp.*, 392 F.3d 1064, 1070 (9th Cir. 2004) (“Fortunately, we need look no further than § 365(d) itself to see that, in appropriate cases, retroactive lease rejection may be ‘necessary or appropriate to carry out’ this provision of Title 11. 11 U.S.C. § 105(a)”); *Thinking Machs. Corp.*, 67 F.3d 1021, 1028 (1st Cir. 1995) (“[A] bankruptcy court’s exercise of its residual equitable powers must be connected to, and advance the purposes of, specific provisions in the Code. There is little question, however, that a retroactive order may be appropriate as long as it promotes the purposes of section 365(a). Consequently, we rule that a bankruptcy court, when principles of equity so dictate, may approve a rejection of a nonresidential lease pursuant to section 365(a) retroactive to the motion filing date.”) (citations omitted).

18. Many courts have held that bankruptcy courts may exercise discretion to authorize rejections to be effective retroactively to a date prior to entry of the order authorizing such rejection where the balance of equities favor such relief. *See, e.g., In re Amber's Stores*, 193 B.R. at 826 (applying a standard based on the equities of the case); *BP Energy Co. v. Bethlehem Steel Corp.*, 2002 WL 31548723, at \*3 (S.D.N.Y. Nov. 15, 2002) (“[W]e cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); *In re Thinking Machs., Corp.*, 67 F.3d 1021, 1028 (1st Cir. 1995) (“[B]ankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”). Courts examine various factors when considering whether to approve retroactive rejection, including the costs that



a delayed rejection date would otherwise impose on a debtor. *See In re Jamesway Corp.*, 179 B.R. 33, 38–39 (S.D.N.Y. 1995); *see also At Home Corp.*, 392 F.3d at 1072.

19. In this instance, if the Order is entered after the applicable Rejection Date as to any of the Leases, the balance of equities favors approving rejection of such Leases retroactive to the applicable Rejection Date. The Debtors have determined in their sound business judgment that the Leases are burdensome and unnecessary to their estates. Moreover, the Rejection Date will not occur until the Debtors have surrendered the Premises, such that they will retain no further possessory interest in the Premises and will obtain no benefit to their estates therefrom. Accordingly, failure to approve rejection effective as of the applicable Rejection Date would result in the Debtors incurring unnecessary administrative costs associated with the Leases. In light of the foregoing, the balance of equities favors approving rejection retroactive to the Rejection Date.

**III. The Personal Property Is De Minimis in Value and/or Burdensome to Remove From the Premises; and Abandonment Will Not Prejudice the Lessors.**

20. The Debtors have satisfied the standard set forth in section 554(a) of the Bankruptcy Code, granting them authority to abandon the Personal Property. Section 554(a) provides that a debtor in possession may abandon, subject to court approval, “property of the estate that . . . is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). A bankruptcy court may authorize property to be abandoned when either (a) the property is burdensome to the estate or (b) the property is of inconsequential value and benefit to the estate. *See, e.g., Midlantic Nat’l Bank v. N.J. Dep’t of Env’tl. Prot.*, 474 U.S. 494, 499–500 (1986).

21. Although the Debtors intend to remove Personal Property that they determine is of value to their estates prior to the surrender of the Premises and rejection of the Leases, the Debtors anticipate that certain Personal Property could remain on the Premises as of the Rejection Date to the extent that removal of such Personal Property would not be feasible and/or would provide

nominal or no value to the Debtors or their estates. Therefore, this Court should find that authority to abandon the Personal Property in accordance with section 554(a) of the Bankruptcy Code is warranted.

22. The Debtors request that the abandonment of the Personal Property be effective as of the Rejection Date, which is also the proposed effective date of rejection of the Leases.

23. In light of the foregoing facts and circumstances, rejection of the Leases under section 365(a) of the Bankruptcy Code is a sound exercise of the Debtors' business judgment and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors. The balance of equities supports granting rejection of the Leases effective retroactive to the Rejection Date where applicable. Finally, the Debtors' abandonment of certain Personal Property may and should be authorized because any Personal Property that the Debtors do not remove in advance of surrender and choose to abandon will be burdensome or of inconsequential value to the Debtors' estates.

#### **Reservation of Rights**

24. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) other than as set forth herein and on Schedule 1 attached to the Order, a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or

perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended, and should not be construed as, an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

**Notice**

25. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Committee; (d) the agent under the Prepetition Priming Facility, and counsel thereto; (e) the agent under the Prepetition Legacy Term Facilities, and counsel thereto; (f) the agent under the Revolving Credit Facility, and counsel thereto; (g) counsel to the ad hoc group of Prepetition Revolving Lenders; (h) counsel to the Ad Hoc Term Loan Group; (i) the agent under the Settlement Facility, and counsel thereto; (j) counsel to lenders under the Settlement Facility; (k) the trustee under the Convertible Bonds, and counsel thereto; (l) counsel to the ad hoc group of holders of Convertible Bonds; (m) the agent under the DIP Facility and counsel thereto; (n) the Office of the United States Attorney for the Southern District of Texas; (o) the state attorneys general for states in which the Debtors conduct business; (p) the Internal Revenue Service; (q) the Securities and Exchange Commission; (r) the Environmental Protection Agency; (s) other governmental agencies having a regulatory or statutory interest in these cases; (t) the counterparties to the Leases; (u) where known, any third

parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Premises; and (v) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other notice need be given.

WHEREFORE, the Debtors request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas  
Dated: January 17, 2023

*/s/ Ciara Foster*

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**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
Christopher Marcus, P.C. (admitted *pro hac vice*)  
Christine Okike, P.C. (admitted *pro hac vice*)  
Ciara Foster (admitted *pro hac vice*)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: joshua.sussberg@kirkland.com  
christopher.marcus@kirkland.com  
christine.okike@kirkland.com  
ciara.foster@kirkland.com

*Co-Counsel to the Debtors  
and Debtors in Possession*

**Certificate of Service**

I certify that on January 17, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Ciara Foster*

\_\_\_\_\_  
Ciara Foster

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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In re:	)	Chapter 11
	)	
CINEWORLD GROUP PLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 22-90168 (MI)
	)	
Debtors.	)	(Jointly Administered)
	)	<b>Re: Docket No.</b> _____

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**ORDER (I) AUTHORIZING  
(A) REJECTION OF CERTAIN UNEXPIRED LEASES OF  
NON-RESIDENTIAL REAL PROPERTY AND (B) ABANDONMENT  
OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH EFFECTIVE  
AS OF THE REJECTION DATE, AND (II) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to (i) reject certain Leases listed on **Schedule 1** to this Order and (ii) abandon certain Personal Property that may be located at the Premises, each effective as of the Rejection Date (as defined below), and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/cineworld>. The location of Debtor Cineworld Group plc’s principal place of business and the Debtors’ service address in these chapter 11 cases is: 8th Floor Vantage London, Great West Road, Brentford, England, TW8 9AG, United Kingdom.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in support of the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Leases listed on **Schedule 1** attached hereto are rejected under section 365 of the Bankruptcy Code effective as of the later of (a) the rejection date listed on **Schedule 1** and (b) the date the Debtors relinquish control of the Premises by notifying the affected landlord of the Debtors' surrender of the Premises and turning over keys, key codes, and security codes, if any, to the affected landlord (the "Rejection Date").

2. The Debtors are authorized to abandon any Personal Property located at the Premises identified on **Schedule 1** attached hereto free and clear of all liens, claims, encumbrances, interests, and rights of the Debtors and third parties. The applicable counterparty to each Lease may keep and/or dispose of such Personal Property in its sole and absolute discretion without further notice or liability to any party holding any liens, claims, encumbrances, interests, and rights in such abandoned Personal Property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

3. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or



admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) other than as set forth herein and on **Schedule 1** attached hereto, a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) other than as set forth herein, a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

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

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Dated: \_\_\_\_\_, 2023

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MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1****Leases to Be Rejected<sup>1</sup>**

<b>Theatre ID</b>	<b>Theatre Name</b>	<b>Theatre Address</b>	<b>Debtor Counterparty</b>	<b>Counterparty Name</b>	<b>Counterparty Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
182	Montrose Movies Stadium 12	4020 Medina Road Akron, OH 44333	REGAL CINEMAS, INC.	MSA Montrose L.P.	2550 Bates Road, Suite 110 Montreal, QC H3S 1A7	Lease Agreement	2/15/2023
280	Greenbrier Stadium 13	600 Jarman Road Chesapeake, VA 23320	REGAL CINEMAS, INC.	Regal VA, LLC	1505 NE Village Street Fairview, OR 97024	Lease Agreement	2/15/2023
294	Transit Center Stadium 18 & IMAX	6707 Transit Road Williamsville, NY 14221	REGAL CINEMAS, INC.	Tranwer, LLC	Attn: Legal Department 7978 Cooper Creek Blvd., Suite 100 University Park, FL 34201	Lease Agreement	2/15/2023
327	Hemet Cinema 12	2369 W. Florida Avenue Hemet, CA 92545	REGAL CINEMAS, INC.	78 First Street, LLC	c/o Joe Vernazza 5920 Herriman Drive Clayton, CA 94517	Lease Agreement	2/15/2023
334	Barn Plaza Stadium 14	1745 Easton Road Doylestown, PA 18901	REGAL CINEMAS, INC.	KRT Property Holdings, LLC	c/o Brixmor Property Group 450 Lexington Avenue, 13th Floor Attn: General Counsel New York, NY 10017	Lease Agreement	2/15/2023
336	Rockville Center Stadium 13	199 East Montgomery Avenue Rockville, MD 20850	REGAL CINEMAS, INC.	UE Rockville LLC	c/o UE Rockville LLC 210 Route 4 East Attn: Chief Operating Officer Paramus, NJ 07652	Lease Agreement	2/15/2023
340	Oaks Stadium 24	180 Mill Road Oaks, PA 19456	REGAL CINEMAS, INC.	Oaks Mills, L.P.	c/o Suburban Management Co., Inc. 1230 East Circle Drive Oaks, PA 19456	Lease Agreement	2/15/2023

<sup>1</sup> For the avoidance of doubt, the Leases referenced herein include any amendments or modifications thereto.

Theatre ID	Theatre Name	Theatre Address	Debtor Counterparty	Counterparty Name	Counterparty Address	Contract Description	Rejection Date
341	Elmwood Center 16	2001 Elmwood Ave Buffalo, NY 14207	REGAL CINEMAS, INC.	G&I IX Empire Elmwood Regal Center LLC	c/o DLC Management Corp. 565 Taxter Road Suite 400 Elmsford, NY 10523	Lease Agreement	2/15/2023
378	Pohatcong Stadium 12	1246 US Hwy 22 E. Phillipsburg, NJ United States	REGAL CINEMAS, INC.	National Land Resources L.P.	National Land Resources L.P. c/o National Realty & Dev. Corp. 3 Manhattanville Rd. Purchase, NY 10577	Lease Agreement	2/15/2023
388	Parkway Plaza Stadium 18 & IMAX	405 Parkway Plaza El Cajon, CA 92020	REGAL CINEMAS, INC.	Star-West Parkway Mall, L.P.	Parkway Plaza Management PR, LLC c/o Pacific Retail Capital Partners 100 N Pacific Coast Highway, Suite 1925 El Segundo, CA 90245 Attn: Michael Morgan	Lease Agreement	2/15/2023
398	Round Lake Beach Stadium 18	550 East Rollins Rd. Round Lake Beach, IL 60073	REGAL CINEMAS, INC.	CGCMT 2007-C6 East Rollins Road, LLC	c/o Friedman Management Company 26711 Northwestern Hwy, Suite 125 Southfield, MI 48033	Lease Agreement	2/15/2023
454	Shadowood 16	9889 West Glades Road Boca Raton, FL 33434	R.C. COBB, INC.	Shadowood Square, Ltd	c/o Terranova Corporation 801 Arthur Godfrey Road, Suite 600 Miami Beach, FL 33140	Lease Agreement	2/15/2023
482	South Beach Stadium 18 & IMAX	1120 Lincoln Road Miami, FL 33139	R.C. COBB, INC.	B.H. Lincoln Road, LLC	11111 Santa Monica Blvd., Suite 600 Los Angeles, CA 90025	Lease Agreement	2/15/2023
668	Santa Fe Stadium 14	3474 Zafarano Dr. Santa Fe, NM United States	REGAL CINEMAS, INC.	San Isidro Plaza, LLC	c/o Columbus Capital, LLC 810 W San Mateo Ste 200 Santa Fe, NM 87505	Lease Agreement	2/15/2023

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677	Ithaca Mall Stadium 14	40 Catherwood Road Ithaca, NY 14850	REGAL CINEMAS, INC.	PMI Newco, LLC	c/o Namdar Realty Group LLC 150 Great Neck Road Suite 304 Great Neck, NY 11021	Lease Agreement	2/15/2023
839	Village Square Stadium 18	9400 W. Sahara Avenue Las Vegas, NV 89117	EASTGATE THEATRE, INC.	OPS 1 LLC	8461 W. Farm Rd, Suite 120-240 Las Vegas, NV 89131	Lease Agreement	2/15/2023
1007	Metro Point	901 South Coast Dr. Costa Mesa, CA 92626	EDWARD THEATRES, INC.	Metro Pointe Retail Associates II	949 South Coast Drive, Suite 600 Attn: Verden Amloyan Costa Mesa, CA 92626-7737	Lease Agreement	2/15/2023
1172	Berkeley 7	2274 Shattuck Avenue Berkeley, CA United States	REGAL CINEMAS, INC.	2274 Shattuck QOZB LLC	c/o Panoramic Interests, LLC 2539 Telegraph Avenue Attn: Patrick Kennedy and JP Walsh Berkeley, CA 94704	Lease Agreement	2/15/2023
1318	Cortlandt Town Center	3131 East Main Street Mohegan Lake, NY 10547	REGAL CINEMAS, INC.	Cortlandt Town Center LLC	c/o NYL Real Estate Investors 51 Madison Avenue, Room 908 Attn: Asset Manager New York, NY 10010	Lease Agreement	2/15/2023
1320	Union Square Stadium 14	850 Broadway New York, NY 10003	REGAL CINEMAS, INC.	Union Square Retail Lessee, LLC	c/o Related Companies, L.P. 30 Hudson Yards 72nd Floor New York, NY 10001	Lease Agreement	2/15/2023
1326	Meadows Stadium 12	9355 Park Meadows Dr Littleton, CO 80124	UNITED ARTISTS THEATRE CIRCUIT, INC.	Park Meadows Lone Tree, LLC	8563 Higuera Street Culver City, CA 90232	Lease Agreement	2/15/2023
1430	Yorba Linda & IMAX	4870 Valencia Ave Yorba Linda, CA 92886	REGAL CINEMAS, INC.	Zelman Yorba Linda, LLC	2400 East Katella Avenue, Suite 760 Anaheim, CA 92806	Lease Agreement	2/15/2023

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1483	Sherman Oaks Galleria 16	15301 Ventura Blvd Los Angeles, CA United States	REGAL CINEMAS, INC.	Douglas Emmett 2016, LLC	1299 Ocean Avenue, Suite 1000 Attn: Senior VP of Property Management Santa Monica, CA 90401	Lease Agreement	2/15/2023
1511	Omaha Stadium 16	7440 Crown Point Ave Omaha, NE 68134	REGAL CINEMAS, INC.	Spirit Master Funding IX, LLC	Spirit Master Funding, IX, LLC c/o Spirit Realty Capital 2727 North Hollywood Street, Suite 300 Dallas, TX 75201	Lease Agreement	2/15/2023
1551	Gallery Place Stadium 14	701 7th Street, NW Washington, DC 20001	REGAL CINEMAS, INC.	Oxford BIT Gallery Place Property Owner, LLC	616 H Street, NW Washington, DC 20001	Lease Agreement	2/15/2023
1610	SouthGlenn Stadium 14	6901 S Vine Street Centennial, CO 80122	HOLLYWOOD THEATERS, INC.	SouthGlenn Property Holdings, LLC	5750 DTC Parkway, Suite 210 Attn: Lease Administration Greenwood Village, CO 80111	Lease Agreement	2/15/2023
1705	Brunswick 10	19 Gurnet Rd. Brunswick, ME 04011	HOYTS CINEMAS CORPORATION	Brunswick MZL, LLC	c/o KPR Centers LLC 254 West 31st Street, 4th Floor New York, NY 10001	Lease Agreement	2/15/2023
1708	Bowie Stadium 14	15200 Major Lansdale Blvd. Bowie, MD 20716	FREDERICK PLAZA CINEMAS, INC.	Spirit Master Funding X, LLC	c/o Spirit Realty Capital, Inc. 2727 N. Harwood Street, Suite 300 Attn: Portfolio Servicing Dallas, TX 75201	Lease Agreement	2/15/2023
1725	Concord 10	282 Loudon Road Concord, NH 03301	HOYTS CINEMAS CORPORATION	Readco Concord LLC	6 Vista Drive, Suite 200 Old Lyme, CT 06371	Lease Agreement	2/15/2023

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1729	Hamilton Commons Stadium 14	4215 Black Horse Pike, Lot 600 Mays Landing, NJ 08330	HOYTS CINEMAS CORPORATION	Hamilton Commons TEI Equities LLC	c/o Metro Commercial Management Services, Inc. 307 Fellowship Road, Suite 300 Mt. Laurel, NJ 08054	Lease Agreement	2/15/2023
1756	Greece Ridge Stadium 12	176 Greece Ridge Center Dr. Rochester, NY 14626	HOYTS CINEMAS CORPORATION	Greece Ridge, LLC	1265 Scottsville Road Rochester, NY 14624	Lease Agreement	2/15/2023
1787	Bolingbrook Stadium 12	1221 W. Boughton Road Bolingbrook, IL 60440	REGAL CINEMAS, INC.	National Retail Properties, Inc.	450 South Orange Avenue, Suite 900 Attn: VP of Asset Management Orlando, FL 32801	Lease Agreement	2/15/2023
1805	Escondido Stadium 16 & IMAX	350 W. Valley Parkway Escondido, CA 92025	RCI/RMS, LLC	HELFP Pavilion, LLC	1333 Camino Del Rio South Suite 310 San Diego, CA 92108	Lease Agreement	2/15/2023
1830	Keauhou Stadium 7	78-6831 Ali'i Drive Suite 342 Kailua Kona, HI 96740	REGAL CINEMAS, INC.	Trustees of the Estate of Bernice Pauahi Bishop	567 South King Street Suite 200 Honolulu, HI 96813	Lease Agreement	2/15/2023
1878	Beaver Creek Stadium 12	1441 Beaver Creek Commons Drive Apex, NC 27502	REGAL CINEMAS, INC.	CT021 Apex, LLC	c/o CTO Realty Growth, Inc. 1140 Williamson Blvd., Suite 140 Daytona Beach, FL 32114	Lease Agreement	2/15/2023

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1930	Fenway Stadium 13 & RPX	201 Brookline Ave. Boston, MA 02215	REGAL CINEMAS, INC.	ARE-MA Region No. 88 Tenant, LLC	ARE-MA Region No. 88 Tenant, LLC c/o Alexandria Real Estate Equities, Inc. 26 North Euclid Avenue Attn: Corporate Secretary Pasadena, CA 91101	Lease Agreement	2/15/2023
1931	Meridian 16	1501 7th Avenue Seattle, WA 98101	REGAL CINEMAS, INC.	Regency Meridian, LLC	c/o Clarion Partners 601 South Figueroa Street, Suite 3400 Attn: Retail Asset Manager Los Angeles, CA 90017	Lease Agreement	2/15/2023
1969	Stonefield Stadium 14 & IMAX	1954 Swanson Drive Charlottesville, VA 22901	REGAL CINEMAS, INC.	OCT Stonefield Property Owner, LLC	c/o O'Connor Property Management LLC 240 Royal Palm Way, 2nd Floor Attn: Yvonne A. Jones Palm Beach, FL 33480	Lease Agreement	2/15/2023
1994	Tikahtnu Stadium 16 IMAX & RPX	1102 North Muldoon Road, Suite B Anchorage, AK 99504	REGAL CINEMAS, INC.	North Anchorage Real Estate Investors, LLC	c/o Browman Development Company, Inc. 1556 Parkside Drive Attn: Mario Albert, General Counsel Walnut Creek, CA 94596	Lease Agreement	2/15/2023