

**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> , ¹ |) | Case No. 22-90168 (MI) |
| |) | |
| Debtors. |) | (Jointly Administered) |
| |) | Re: Docket No. _____ |

**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**

Upon the motion (the “Motion”)² 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

¹ 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.

² 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

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Schedule 1**Leases to Be Rejected¹**

| Theatre ID | Theatre Name | Theatre Address | Debtor Counterparty | Counterparty Name | Counterparty Address | Contract Description | Rejection Date |
|-------------------|----------------------------------|---|----------------------------|----------------------------|--|-----------------------------|-----------------------|
| 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 |

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

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| 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 |