

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

<p>In re:</p> <p>CINEWORLD GROUP PLC, <i>et al.</i>,¹</p> <p style="text-align: right;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 22-90168 (MI)</p> <p>(Jointly Administered)</p> <p>Re: Docket No. _____</p>
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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**

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