

**ENTERED**

February 16, 2023

Nathan Ochsner, Clerk

**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 Nos. 1221, 1276 &amp; 1303</b>

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**ORDER GRANTING THE  
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**

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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

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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.

Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; 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

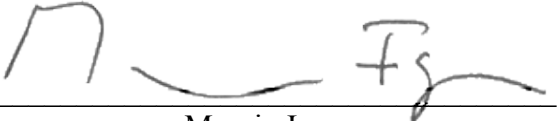
any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense 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.

Signed: February 16, 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	2/28/2023
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	2/28/2023
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	2/28/2023
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	2/28/2023
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	2/28/2023
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

<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
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	2/28/2023
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	2/28/2023
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	2/28/2023