



ORDERED in the Southern District of Florida on November 17, 2025.

A handwritten signature in blue ink, reading "Laurel M. Isicoff".

**Laurel M. Isicoff, Judge
United States Bankruptcy Court**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

CINEMEX HOLDINGS USA, INC.,
CMX CINEMAS, LLC, and CB
THEATER EXPERIENCE LLC,¹

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

(Jointly Administered)

Debtors.

_____ /

ORDER CONFIRMING AMENDED PLAN OF REORGANIZATION

This matter came before the Court on November 17, 2025 at 9:30 a.m., to consider confirmation of the *Amended Plan of Reorganization* (Dkt. No. 201) (the “Plan”) filed on September 5, 2025, by the Debtors Cinemex Holdings USA, Inc., CMX Cinemas, LLC, and CB Theater Experience LLC (collectively, the “Debtors”) (the “Confirmation Hearing”). In

¹ The Debtors in these cases and the last four digits of each Debtors’ federal identification number are as follows: (1) Cinemex Holdings USA, Inc. (5502); (2) CMX Cinemas, LLC (1938); and (3) CB Theater Experience LLC f/k/a Cobb Theater Experience LLC f/k/a Cinemex NC, LLC (0563). The address for the Debtors is 4300 Biscayne Blvd, Suite 203, Miami, FL 33137.

connection with the confirmation of the Plan, the Court has considered the evidence presented as well as the record of this case, including: (i) the *Certificate of Subchapter V Debtor on Acceptance of Plan, Report on Amount to Be Deposited, and Certificate of Amount Deposited and Payment of Fees* (Dkt. No. 369), (ii) the *Confirmation Affidavit for Subchapter V Debtor* (Dkt. No. 373), (iii) the evidence presented and testimony proffered by the Debtors, and (iv) the representations and argument made on the record of the Confirmation Hearing by the Debtors and the Subchapter V Trustee. Having considered that the two classes of creditors entitled to vote both voted in favor of the Plan, and that all objections to confirmation (Dkt. Nos. 280, 282, 285, 286, 287, 288, and 351) have been resolved as set forth herein and no other objections to confirmation have been asserted, and based on the evidence presented and the arguments of counsel, and being otherwise fully advised in the premises, after notice and a hearing, the Court finds and concludes as follows:

FINDINGS OF FACTS & CONCLUSIONS OF LAW

A. **Jurisdiction.** The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, the United States District Court's general order of reference, and other various applicable provisions of the Bankruptcy Code² and the Federal Rules of Bankruptcy Procedure ("FRBP").

B. **Venue.** Venue before the Court is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Notice.** Due, adequate, and sufficient notice of the Plan, the Plan Supplement, the Second Plan Supplement, the *Order (I) Setting Hearing on Confirmation of Subchapter V Plan; (II) Setting Hearing on Fee Applications; (III) Setting Various Deadlines; and (IV) Describing Debtors' Obligations* (Dkt. No. 195), and the *Order Continuing Confirmation Hearing and*

² The term "Bankruptcy Code" refers to the applicable section(s) of 11 U.S.C. § 101, *et. seq.* unless otherwise indicated. All other capitalized terms shall have the meaning ascribed to them in the Plan unless otherwise specified in this Confirmation Order.

Related Deadlines (Dkt. No. 306) was provided (*see* Dkt. Nos. 225, 315). Accordingly, the method of service and solicitation of acceptance of the Plan, notice of the hearing to consider confirmation of the Plan, and notices of all other deadlines or requirements relating thereto (collectively, the “Confirmation Deadlines”) complied with the FRBP, were adequate and reasonable under the circumstances of this case, and no further or additional notice of the Confirmation Hearing or the Confirmation Deadlines was necessary or required.

2. **Objections to Confirmation.** Present at the Confirmation Hearing were counsel for the Debtors, the Debtors, the Subchapter V Trustee Tarek Kiem, counsel for the U.S. Trustee’s Office, counsel for creditor MN Theaters 2006 LLC, and counsel for landlords EPR Tuscaloosa LLC, Coastland FS Anchor Parcel LLC, Tysons Galleria Anchor Acquisition, LLC, PBG ES Property Owner, LLC, Benderson Development Group, Hines Global REIT, NNN REIT, Inc., The Graham Companies, and GT RP Halcyon, LLC. The resolution of the objection to confirmation of MN Theaters 2006 LLC (Dkt. No. 280) is memorialized within this Confirmation Order. Any resolution or disposition of objections to Confirmation of the Plan explained or otherwise ruled upon by the Court on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, and reservations of rights with respect to Confirmation are hereby overruled on the merits.

D. **Subchapter V Eligibility.** The Debtors are eligible for Subchapter V of the Bankruptcy Code and to confirm a plan pursuant to 11 U.S.C. § 1191.

E. **Proper Classification of Claims – 11 U.S.C. §§ 1122 and 1123.** The Plan adequately and properly identifies and classifies all claims. Pursuant to 11 U.S.C. § 1122(a), the claims placed in each class are substantially similar to other claims in each such class. Specifically, the Plan provided for the following four classes of claims: (i) priority claims; (ii) claims of secured

creditors other than the Wine & Roses Claim; (iii) non-priority general unsecured claims; and (iv) the Wine & Roses Claim. Pursuant to 11 U.S.C. § 1123(a)(1), valid legal and business reasons exist for the various classes of claims created under the Plan and such classification does not unfairly discriminate among holders of claims. The classification of claims in the Plan is reasonable.

F. **Specified Unimpaired Classes – 11 U.S.C. § 1123(a)(2).** The Plan specifies classes or claims or interests that are not impaired under the plan. Specifically, Classes 3 and 4 were impaired and entitled to vote. Classes 1 and 2 were not impaired, presumed to accept the Plan, and therefore not entitled to vote.

G. **Specified Treatment of Impaired Classes – 11 U.S.C. § 1123(a)(3).** The Plan specifies the treatment of all classes of claims or interests that are impaired under the Plan.

H. **No Discrimination – 11 U.S.C. § 1123(a)(4).** The Plan provides for the same treatment of claims or interests in each respective class unless the holder of a particular claim or interest has agreed to a less favorable treatment of such claim or interest.

I. **Implementation of the Plan – 11 U.S.C. § 1123(a)(5).** Article 7 of the Plan provides adequate means for the Plan's implementation. Counsel for the Debtors confirmed on the record of the hearing that the sum of \$1,702,327.93 for the fees and costs of the Subchapter V Trustee, Bast Amron LLP as co-counsel for the Debtors, Quinn Emanuel Quinn Emanuel Urquhart & Sullivan, LLP as co-counsel for the Debtors, and GlassRatner Advisory & Capital Group, LLC as financial advisors for the Debtors, all due on the Effective Date of the Plan, is available in the Debtors' bank accounts. The Plan proposes to pay creditors from the Debtors' projected disposable income as set forth in the Projections, subject to paragraph 11 below.

J. **Non-Voting Equity Securities/Allocation of Voting Power – 11 U.S.C. § 1123(a)(6).** Article 8.07 of the Plan provides that the Debtors' charters shall be deemed amended to prohibit the issuance of nonvoting equity securities and to provide that holders of voting securities shall retain their power to vote as well as the right to the election of directors or managers representing such securities in the event of default in the payment of dividends.

K. **Interests of the Creditors, Equity Security Holders, & Public Policy – 11 U.S.C. § 1123(a)(7).** The Plan contains only provisions that are consistent with the interests of creditors and equity security holders and with public policy with respect to the manner of selection of any officer, director, or trustee under the Plan and any successor to such officer, director, or trustee.

L. **Assumption & Rejection – 11 U.S.C. § 1123(b)(2).** Article 6 of the Plan, pursuant to 11 U.S.C. § 365, provides for the assumption, rejection, or assumption and assignment of any executory contract or unexpired lease of the Debtors not previously rejected.

M. **Additional Plan Provisions – 11 U.S.C. § 1123(b)(6).** Each of the provisions of the Plan is appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

N. **Cure Amounts – 11 U.S.C. § 1123(d).** Article 6 of the Plan provides for the satisfaction of any cure amounts owing for each executory contract and unexpired lease to be assumed in accordance with 11 § 365(b)(1), in an amount determined in accordance with the underlying agreements and applicable non-bankruptcy law. Any monetary defaults under each assumed executory contract or unexpired lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in cash on the Effective Date, or as soon as reasonably practicable thereafter, subject to the limitations described in Article 6 of the Plan, or on such other terms as the parties to such executory contracts or unexpired leases may otherwise

agree. Except as expressly provided in this Confirmation Order, any disputed cure amounts will be determined in accordance with the procedures set forth in Article 6 of the Plan, the Plan Supplement, or this Confirmation Order and applicable bankruptcy and nonbankruptcy law. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed executory contracts and unexpired leases in accordance with section 365(b)(1) of the Bankruptcy Code. Except as otherwise provided in this Confirmation Order, assumption of any executory contract or unexpired lease shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

O. **Principal Purpose of the Plan – 11 U.S.C. § 1129(d).** The principal purpose of the Plan is not “the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933.”

P. **Subchapter V Plan Requirements – 11 U.S.C. § 1189.** The Plan complies with 11 U.S.C. § 1189, because the original plan (Dkt. No. 193) was filed by the Debtors not later than the September 29, 2025, the deadline set by § 1189 for filing a plan.

Q. **Contents of a Subchapter V Plan – 11 U.S.C. § 1190.** In compliance with § 1190, the Plan includes: (i) a brief history of the Debtors’ business, (ii) a liquidation analysis, and (iii) projections with respect to the ability of the Debtors to make payments under the Plan.

R. **Satisfaction of Conditions – 11 U.S.C. § 1191(a).** The Court finds that, notwithstanding 11 U.S.C. § 510(a), the Plan (i) satisfies the applicable requirements of 11 U.S.C.

§ 1129(a), including 11 U.S.C. §§ 1129(a)(8) and 1129(a)(10); and (ii) does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under the Plan. As a result, the Plan is a consensual plan under § 1191(a). With respect to the applicable provisions of § 1129(a), the Court finds and concludes as follows:

1. **11 U.S.C. § 1129(a)(1) and (a)(2).** The Plan and the Plan proponent comply with the applicable provisions of the Bankruptcy Code.
2. **11 U.S.C. § 1129(a)(3).** The Plan was proposed in good faith and not by any means forbidden by law.
3. **11 U.S.C. § 1129(a)(4).** Any payment made or to be made by the Debtors, for services or for costs and expenses in or in connection with the case, or in connection with the Plan and incident to the case, has been approved by, or is subject to the approval of, the Court as reasonable.
4. **11 U.S.C. § 1129(a)(5).** The Plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the Debtors, and the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy.
5. **11 U.S.C. § 1129(a)(6).** Section 1129(a)(6) is not applicable, as there is no regulatory commission with jurisdiction over the rates of the Debtors.
6. **11 U.S.C. § 1129(a)(7).** The Plan provides that, with respect to each impaired class of claims or interests, each holder of a claim or interest of such class has accepted or rejected, as indicated within the Plan, or will receive or retain under the plan on account of such claim or interest property of a value, as of the Effective Date of the

Plan, that is not less than the amount that such holder would so receive or retain if the debtors were liquidated under chapter 7 of this title on such date.

7. **11 U.S.C. § 1129(a)(8)**. With respect to each class of claims or interests, such class has accepted the Plan, or such class is not impaired under the Plan. The procedures used to tabulate ballots were fair and conducted in accordance with the Bankruptcy Code, the FRBP, the Bankruptcy Local Rules, and all other applicable rules, laws, and regulations.

8. **11 U.S.C. § 1129(a)(9)**. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the Plan provides that:

a. With respect to a claim of a kind specified in 11 U.S.C. §§ 507(a)(2), on the Effective Date of the Plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim;

b. With respect to Class 1, which consists of all allowed claims entitled to priority under 11 U.S.C. § 507(a) (except for administrative expenses under § 507(a)(2) and priority tax claims under § 507(a)(8)), the Plan provides for the holder of such claim to receive on account of such claim cash equal to the allowed amount of such claim on the Effective Date of the Plan; and

c. With respect to a claim of a kind specified in 11 U.S.C. § 507(a)(8), the holder of such claim will receive on account of such claim regular installment payments in cash over a period ending not later than three years after the date of the order for relief under section 301, 302, or 303, and in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the Plan.

9. **11 U.S.C. § 1129(a)(10)**. At least one class of claims that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider.

10. **11 U.S.C. § 1129(a)(11)**. Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan.

11. **11 U.S.C. § 1129(a)(12)**. All fees payable under 28 U.S.C. § 1930, as determined by the Court at the hearing on confirmation of the Plan, have been paid or the Plan provides for the payment of all such fees on the Effective Date of the Plan.

12. **11 U.S.C. § 1129(a)(13)**. Section 1129(a)(13) is inapplicable, as the Debtors do not participate in or manage any retirement plans.

13. **11 U.S.C. § 1129(a)(14)**. Section 1129(a)(14) does not apply to the Debtors, because the Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation.

14. **11 U.S.C. § 1129(a)(16)**. All transfers of property under the Plan shall be made in accordance with any applicable provisions of non-bankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

S. **Requirements for Class 3 – 11 U.S.C. § 1191(c)**. To the extent the Plan must be confirmed under 11 U.S.C. 1191(b), with respect to the claims in Class 3, the Plan meets the requirements of 11 U.S.C. § 1191(c).

1. As of the Effective Date of the Plan –

a. The Plan provides that all of the projected disposable income of the Debtors reflected in the Projections to be received in the three-year period beginning on the date that the first payment is due under the Plan will be applied to make payments under the Plan.

b. The Court finds that the Debtors have provided appropriate projections which provide for the Debtors' "disposable income" under the Plan defined as the income that is received by the Debtors and that is not reasonably necessary to be expended for the maintenance or support of the Debtors or dependent of the Debtors; or the domestic support obligation that first becomes payable after the date of the filing of the petition.

2. The Debtors will be able to make all payments under the Plan, or there is a reasonable likelihood that the Debtors will be able to make all payments under the Plan, and the Plan provides appropriate remedies to protect the holder of claims or interests in the event that the payments are not made.

Accordingly, the Court **ORDERS**:

1. **Confirmation.** The Plan is confirmed under 11 U.S.C. § 1191(a).
2. **Binding Effect of Plan.** Pursuant 11 U.S.C. § 1141(a), except as provided in §§ 1141(d)(2) and (3), the provisions of the Plan as of the Effective Date, binds the Debtors and any creditor, whether or not the claim of such creditor is impaired under the plan and whether or not such creditor has accepted the Plan.
3. **Re-vesting of Property.** Under 11 U.S.C. § 1141(b), except as otherwise provided in the Plan or in this Confirmation Order, as of the Effective Date, all of the property of the estate vests in the Debtors. Except as provided in 11 U.S.C. §§ 1141(d)(2) and (3) and except as

otherwise provided in the Plan or in this Confirmation Order, after confirmation of the Plan, the property dealt with by the Plan is free and clear of all claims and interests of creditors.

4. **Post-Confirmation Operation of Business.** Except as otherwise provided in the Plan or in this Confirmation Order, on and after the Effective Date, the Debtors may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code and Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provisions of the Bankruptcy Code. As of the date of entry of this Confirmation Order, the Debtors are entitled to retain and compensate professionals without the necessity of further approval of this Court. Except as set forth in the Plan concerning objections to claims, the Debtors may also settle or compromise any claims without Court approval.

5. **Injunction and Discharge.** Except as otherwise expressly provided in the Plan or in this Confirmation Order, as of the Effective Date: (i) the Debtors shall be discharged from any debt to the fullest extent provided by 11 U.S.C. § 1141(d); and (ii) all holders of any discharged claims against the Debtors are enjoined from enforcing any such claim to the fullest extent provided by 11 U.S.C. § 524(a). To the extent the Plan discharge provisions set forth in Article 9 of the Plan are inconsistent with this Confirmation Order or the Bankruptcy Code, this Order and the Bankruptcy Code, including 11 U.S.C. § 1141(d), control. For the avoidance of doubt, as provided by the Plan, the Debtors may, in their discretion, pay in advance any or all of the projected disposable income amounts contained within the projections annexed to the Plan and complete the payments provided for by the Plan early without penalty.

6. **Disbursing Agent.** The Debtors are named as Disbursing Agent and must make all payments to holders of allowed claims as required by the Plan.

7. **United States Trustee Guidelines.** The Debtors must comply with the guidelines set forth by the Office of the United States Trustee until the closing of this case by the issuance of a Final Decree by the Bankruptcy Court.

8. **Effect of Confirmation Order on Plan.** The failure to reference or address all or part of any particular provision of the Plan herein has no effect on the validity, binding effect, or enforceability of such provision and such provision has the same validity, binding effect, and enforceability as every other provision of the Plan. To the extent that any inconsistencies exist between the terms of the Plan and this Confirmation Order, the terms of this Confirmation Order shall control.

9. **Executory Contracts and Leases.** Except as otherwise provided in a separate order of the Court, all executory contracts and unexpired leases not otherwise rejected are deemed assumed as of the Effective Date and the Debtors are authorized to enter into such contracts as they deem appropriate in the exercise of their business judgment without the need for a motion and hearing in this Court.

- a. **Holders of Claims resulting from rejection in connection with the Plan must file, not later than thirty (30) days after the entry of this Order, a proof of claim for damages alleged to arise from the rejection of the applicable contract or lease. THE FAILURE TO FILE SUCH REJECTION DAMAGE CLAIMS SHALL FOREVER BAR SUCH CLAIMS AND THE HOLDERS THEREOF SHALL NOT BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN.**

10. **Additional Lease Assumption Provisions.**

- a. The provisions governing the treatment of executory contracts and unexpired leases set forth in Article 6 of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such executory contracts and unexpired leases) shall be, and hereby are, approved in their entirety, as stated herein.
- b. Article 6 of the Plan provides for the assumption of the Debtors' executory contracts and unexpired leases as of the Effective Date of the Plan, unless such executory contracts or unexpired leases: (a) previously were assumed, assumed and assigned, or rejected by the Debtors; (b) are identified on the Rejected Executory Contract and Unexpired Lease List in the Plan Supplement; or (c) are the subject of a motion to reject executory contracts or unexpired leases that is pending on the Effective Date; *provided, that*, (i) as per agreement and as reflected by the *Expedited Agreed Motion to Extend Time to Assume or Reject Halcyon Lease* (Dkt. No. 367), the lease with landlord GT RP Halcyon, LLC is neither being assumed nor assigned pursuant to the Plan or this Confirmation Order and the Debtors' deadline to assume or reject such lease shall be extended to and including January 26, 2026; (ii) as per agreement and the *ore tenus* motion of Debtors' counsel at the Confirmation Hearing, the lease with landlord Fuqua BCDC Peachtree Corners Project Owner, LLC is neither being assumed nor assigned pursuant to the Plan or this Confirmation Order and the Debtors' deadline to assume or reject such lease shall be extended to and including January 26, 2026; and (iii) the lease with landlord Liberty Center LLC is being addressed pursuant to the resolution memorialized in

the Settlement Agreement provided with the *Expedited Motion to Compromise Controversy with Liberty Center LLC* (Dkt. No. 366).

- c. This Confirmation Order constitutes approval of such assumptions, assumptions and assignments, or rejections of the executory contracts or unexpired leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Lease List in the Plan Supplement, or the Assumed Executory Contract and Unexpired Lease List in the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Court on or after the Effective Date by a final order. Each executory contract and unexpired lease assumed pursuant to Article 6 of the Plan or by any order of the Court, which has not been assigned to a third party before the date of entry of this Confirmation Order, shall revert in and be fully enforceable by the reorganized Debtors in accordance with its terms, except as such terms are modified by the Plan or any order of the Court authorizing and providing for its assumption or rejection under applicable federal law. The following language from Article 6 of the Plan is hereby struck: “The Debtors reserve the right on or before the Effective Date, to amend the Plan Supplement to add or remove any executory contract or unexpired lease.”
- d. Any objection by a contract or lease counterparty to a proposed assumption of an executory contract or unexpired lease or the related cure cost (including as set forth on the Assumed Executory Contract or Unexpired Lease List in the Plan Supplement) must be filed, served, and actually received by the Debtors in accordance with the Plan Supplement or other applicable order of the Court. Any

counterparty to an executory contract or unexpired lease that fails to object timely to the proposed assumption or cure amount will be deemed to have consented to such assumption or proposed cure amount. For the avoidance of doubt, to the extent an executory contract or unexpired lease proposed to be assumed is not listed as having a related cure cost, any counterparty to such executory contract or unexpired lease that fails to object timely to the proposed assumption will be deemed to have consented to such assumption and deemed to release any Claim or Cause of Action for any monetary defaults under such executory contract or unexpired lease.

- e. Assumption of any executory contract or unexpired lease shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption. Any proofs of claim filed with respect to an assumed executory contract or unexpired lease shall be deemed disallowed, without further notice to or action, order, or approval of the Court.
- f. With respect to any cure amount, the Debtors or shall pay all undisputed cure amount pending resolution of the cure or “adequate assurance of future performance” objection, and any disputed cure cost shall be reserved, in cash, at the highest amount asserted pending resolution. The Court will hold a hearing on the cure or “adequate assurance of future performance” objection at the next omnibus hearing after confirmation of the Plan, so long it is at least 7 days from the date the notice of hearing is filed. Upon resolution of the disputed portion of the

cure amount, the Debtors shall pay the amount due to the applicable counterparty within seven (7) calendar days.

- g. For the avoidance of doubt and notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Debtors shall remain liable for: (1) amounts owed under the Leases³ that are unbilled or not yet due as of the Assumption Effective Date,⁴ regardless of when such amounts accrued, such as common area maintenance, insurance, taxes, and similar charges; (2) any regular or periodic adjustment or reconciliation of charges under the Leases, as permitted by the applicable Lease, that are not due or have not been determined as of the date of the Assumption Effective Date; (3) any percentage rent that may come due under the Leases; (4) indemnification obligations, if any,⁵ including with regard to events that occurred before the Assumption Effective Date but were not known to the Landlords⁶ as of the Assumption Effective Date, including, but not limited to, (i) claims for personal injury that occurred at the premises corresponding to each of the Leases, and (ii) damage and destruction to such premises or property prior to the Assumption Effective Date; and (5) any unpaid Agreed Cure Amounts⁷ under the Leases.

³ The term “Leases” shall mean the unexpired leases being assumed pursuant to the Plan and Confirmation Order or other orders of the Court.

⁴ The term “Assumption Effective Date” shall mean the effective date of assumption of a Lease. For the avoidance of doubt, the Assumption Effective Date for those Leases assumed pursuant to the Court’s *Order Granting Debtor’s Expedited Motion To Assume Unexpired Leases (As Amended) Effective As of Date of Motion With Respect to Remaining Leases* (Dkt. No. 381) shall be the date of entry of that order.

⁵ For the avoidance of doubt, the indemnification obligations include any indemnification obligations relating to the proceeding captioned as *Edith Eugenia Torres Rojas v. CMX Cinemas, LLC, et al.*, No. 2024-001520-CA-01, pending in Miami-Dade County Court, Florida

⁶ The term “Landlord” shall mean the counterparty landlord for the corresponding Lease.

⁷ The term “Agreed Cure Amount” shall mean the cure amount for the Lease listed in the Plan Supplement (or any amendment thereto) or listed in the order approving the assumption of the Lease, with the proviso that the order approving the assumption of the Lease shall govern over the Plan Supplement (or any amendment thereto) in the event of any inconsistency.

- h. For the avoidance of doubt and notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Debtors shall not assume any unexpired leases of real property other than those identified as being assumed in the Plan Supplement, absent consent of the affected landlord.
- i. For the avoidance of doubt and notwithstanding anything to the contrary in the Plan or this Confirmation Order, the default provisions of the Plan, including, without limitation, those contained in Article 10(f), shall not apply to the exercise of ordinary, non-Plan-related contractual rights and remedies of counterparties arising from the Debtors' assumed executory contracts and unexpired leases with respect to post-Effective Date obligations and, notwithstanding Article 10(b) of the Plan, such counterparties may proceed to exercise such rights and remedies as to post-Effective Date obligations without the necessity for relief from the automatic stay..
- j. This Confirmation Order approves the Plan Supplement and the Second Plan Supplement.
- k. Except as otherwise provided in the Plan or the Plan Supplement, the Debtors shall honor the Debtors' written contracts, agreements, policies, programs, plans, and insurance policies for, among other things, compensation, reimbursement, indemnity, health care benefits, disability benefits, vacation and sick leave benefits, workers' compensation claims, savings, severance benefits, including in the event of a change of control, retirement benefits, welfare benefits, relocation programs, certain grandfathered benefits, life insurance, and accidental death and dismemberment insurance, including written contracts, agreements, policies, programs and plans for bonuses and other incentives or compensation for the

directors, officers, and employees of any of the Debtors who served in such capacity at any time; *provided, that* the consummation of the transactions contemplated herein shall not constitute a “change in control” with respect to any of the foregoing arrangements. To the extent that the above-listed written contracts, agreements, policies, programs, plans, and insurance policies are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, each of them will be deemed assumed as of the Effective Date.

11. **Extension of Plan Payment Period.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Debtors will make payments of non-priority unsecured Claims (on a pro rata basis and without interest) for up to two additional years beyond the three-year period set forth in the Projections. The payments during the fourth and fifth year shall be based on a projected disposable income of \$3,200,000 per year, and shall be made only to the extent necessary to pay in full (without interest) the allowed non-priority unsecured Claims of the Class 3 – Non-priority unsecured creditors.

12. **Injunctions and Automatic Stay.** Unless otherwise provided in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. For the avoidance of doubt and notwithstanding anything to the contrary in the Plan, as the Plan is being confirmed pursuant to 11 U.S.C. § 1191(a), pursuant to 11 U.S.C. § 362(c)(2)(C), the automatic stay shall cease upon the occurrence of the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

13. **Language for Particular Parties.**

- a. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Debtors' obligation to replace the signage at the leased premises with landlord PBG ES Property Owner, LLC shall continue after the Effective Date.
- b. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, with respect to professionals retained for the Debtors' case any liability arising from claims for professional negligence will be governed by the standard of care otherwise applicable to professional negligence claims under applicable non-bankruptcy law.

14. **Service of Confirmation Order.** Counsel for the Debtors is directed to serve a copy of this Order on all parties and file a certificate of service within five (5) days of the entry of this Order.

15. **Documents Required to Effectuate Plan.** The Debtors are authorized to execute any and all documents reasonably required to effectuate the provisions of the Plan or prior Orders of this Court.

16. **Substantial Consummation.** The Plan shall be deemed substantially consummated upon payment in full of all allowed administrative expenses.

17. **Modification After Confirmation.** Under 11 U.S.C. § 1193(b), the Debtors may modify the Plan at any time after confirmation of the Plan and before substantial consummation of the Plan, but may not modify the Plan so that the Plan as modified fails to meet the requirements of 11 U.S.C. §§ 1122 and 1123, with the exception of 11 U.S.C. § 1123(a)(8). The Plan, as modified, becomes the Plan only if circumstances warrant the modification and the Court, after notice and a hearing, confirms the Plan as modified under 11 U.S.C. § 1191(a). Under 11 U.S.C.

§ 1193(d), any holder of a claim or interest that has accepted or rejected the Plan is deemed to have accepted or rejected, as the case may be, the Plan as modified, unless, within the time fixed by the Court, such holder changes the previous acceptance or rejection of the holder.

18. **Discharge of the Subchapter V Trustee.** Pursuant to 11 U.S.C. §§ 105(a), 1183, and 1194(b), the service of the Subchapter V Trustee in the case shall terminate when the Plan has been substantially consummated, except that the United States trustee may reappoint a trustee as needed for performance of duties under § 1183(b)(3)(C) and § 1185(a). Not later than 14 days after the Plan is substantially consummated, the Debtors shall file with the Court and serve on the Subchapter V Trustee, the United States trustee, and all parties in interest notice of such substantial consummation. The Debtors must file the Local Form “Final Report and Motion for Entry of Final Decree” following the later of: (a) substantial consummation of the Plan, or (b) entry of a final order resolving all disputed claims. Prior to the discharge of the Subchapter V Trustee, the Subchapter V Trustee shall comply with 11 U.S.C. § 1194 and distribute any applicable payments in accordance with the Plan.

19. **Future Notice.** Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings in the Debtors’ bankruptcy cases after the Effective Date will be limited to the following parties: (a) the U.S. Trustee; (b) the Subchapter V Trustee (until such time as the Subchapter V Trustee is discharged); (c) MN Theaters 2006 LLC and its counsel; (d) Wine & Roses, S.A. de C.V., (d) the claimants holding the top 20 largest general unsecured claims; and (e) any party known to be directly affected by the relief sought by such pleadings.

20. **Jurisdiction.** The Bankruptcy Court retains jurisdiction to:

a. Resolve issues with respect to the Debtors’ substantial consummation of the Plan and to the extent the Debtors seek to amend or modify the plan;

- b. Resolve any motions, adversary proceedings, or contested matters, that are pending as of the date of substantial consummation;
- c. Adjudicate objections to claims;
- d. Resolve disputes with respect to the automatic stay, this Confirmation Order, and any and all rights, duties, and injunctions created as a result of confirmation of the Plan;
- e. Adjudicate modifications of the Plan under 11 U.S.C. § 1193;
- f. Review and consider issues associated with the Debtors' final report and entry of final decree, and to enter a final decree; and
- g. Enter such orders as the Court deems necessary or appropriate with respect to enforcement or interpretation of the Plan or this Confirmation Order.

#

Submitted by:

Jaime B. Leggett, Esq.
Jeffrey P. Bast, Esq.
BAST AMRON LLP
One Southeast Third Avenue, Suite 2410
Miami, Florida 33131
Telephone: (305) 379-7904
Facsimile: (786) 206-8740
Email: jleggett@bastamron.com
Email: jbast@bastamron.com

Attorney Leggett must serve a copy of the signed order on all parties served with the motion and must file with the court a certificate of service conforming with Local Rule 2002-1(F).