

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313-EPK
Chapter 11, Subchapter V

IPIC THEATERS, LLC,
Debtor.

**AMENDED APPLICATION OF DEBTOR FOR ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
BURR & FORMAN LLP AS COUNSEL TO THE DEBTOR**

COMES NOW iPic Theaters, LLC (“Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), by and through their proposed undersigned counsel, and hereby files this amended application¹ (this “Application”) pursuant to section 327(a) of Chapter 11 Title 11 of the United States Code (the “Bankruptcy Code”), and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for entry of the final order, substantially in the form attached hereto as **Exhibit A** (the “Final Proposed Order”), authorizing the retention and employment of Burr & Forman LLP (“Burr”) as counsel to the Debtor, as of the Petition Date (as defined below). In support of the Application, the Debtor relies on and incorporates by reference the Declaration of Joseph J. Luzinski in Support of Chapter 11 Petition and First Day Pleadings the “First Day Declaration”), and the declaration of Derek Meek (the “Meek Declaration”), and respectfully represents as follows:

¹ This amended Application is filed to solely to address the requirements of Local Rule 2014-1 by adding the Debtor’s signature and by attaching a copy of the engagement letter between the Debtor and Burr as **Exhibit C** hereto.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On February 25, 2026 (the “Petition Date”), the Debtor filed a voluntary petition for relief under subchapter V of chapter 11 of the Bankruptcy Code. The Debtor is operating its business and managing its assets and operations as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. A description of the Debtor’s business, the reasons for commencing the Subchapter V, the relief sought from the Court, and the facts and circumstances supporting this Motion are set forth in the First Day Declaration filed contemporaneously herewith.

RELIEF REQUESTED

3. By this Application, the Debtor respectfully requests the entry of a final order, substantially in the form attached hereto as Exhibit A, respectively, authorizing the Debtor to employ and retain Burr as counsel to the Debtor.

BASIS FOR RELIEF REQUESTED

4. The Debtor selected Burr to serve as counsel in these Chapter 11 Cases based upon, among other things, Burr’s extensive experience in and knowledge of the field of debtor’s and creditor’s rights and business reorganization under Chapter 11. As a result of Burr’s extensive experience, the Debtor believes that Burr is well-qualified to represent itas counsel in this Chapter 11 Case.

SERVICES TO BE PROVIDED

5. The Debtor respectfully submits that it will be necessary to employ and retain Burr to serve as counsel pursuant to section 327(a) of the Bankruptcy Code to render solely the following services as directed by the Debtor (the “Services”):

- (a) advising the Debtor with respect to its powers and duties as Debtor in possession in the continued management and operation of the Debtor’s business and property;
- (b) advising and consulting on the conduct of these Chapter 11 Cases, including all of the legal and administrative requirements of operating in a case under chapter 11 of the Bankruptcy Code;
- (c) attending meetings and negotiating with representatives of creditors and other parties in interest;
- (d) taking all necessary actions to protect and preserve the Debtor’s estate, including prosecuting actions on the Debtor’s behalf, defending any action commenced against the Debtor, and representing the Debtor in negotiations concerning litigation in which the Debtor is involved, including objections to claims filed against the Debtor’s estate;
- (e) preparing pleadings in connection with these Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtor’s estate;
- (f) advising the Debtor in connection with any potential sale of assets;
- (g) appearing before this Court and any appellate courts to represent the interests of the Debtor’s estate;
- (h) taking any necessary actions on behalf of the Debtor to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related to the foregoing;
- (i) performing all other necessary legal services for the Debtor in connection with the prosecution of these Chapter 11 Cases, including: (i) analyzing the Debtor’s leases and contracts and the assumption and assignment or rejection of the same; and (ii) advising the Debtor on corporate and litigation matters.

6. By separate application or motion, the Debtor has requested Court approval of the retention of Development Specialists, Inc. to serve as a financial advisor, and related services. In addition, the Debtor also may file motions or applications to employ additional professionals.

7. These professionals work, and will continue to work, under the direction of the Debtor's management. The Debtor's management is committed to minimizing duplication of services to reduce professional costs.

8. Burr is well qualified to represent the Debtor in this Chapter 11 Case. Burr is a firm with more than 350 attorneys in twenty offices located in eight states, including offices in Fort Lauderdale, Florida. Burr has extensive expertise and experience in virtually all aspects of the law that may arise in this Chapter 11 Case, including substantial expertise in the fields of bankruptcy and restructuring, corporate, employee benefits, environmental, finance, intellectual property, labor and employment, litigation, real estate, and securities.

9. The attorneys in Burr's Creditor's Rights and Bankruptcy practice group have significant experience representing debtors in large and complex cases under the Bankruptcy Code. One or more of the partners working on this matter have represented the debtors in the Chapter 11 Cases of: (a) *In re Kalos Capital, Inc.*, Case No. 22-58326 (Bankr. N.D. Ga.); (b) *In re Remington Outdoor Company, LLC, et al.*, 20-81688 (Bankr. N.D. Ala.); (c) *In re Blue Eagle Farming, LLC, et al.*, Case No. 18-2395 (Bankr. N.D. Ala.); (d) *In re Belle Foods, LLC*, Case No. 13-81963 (Bankr. N.D. Ala.); (e) *In re Draphix, LLC*, Case No. 12-4959 (Bankr. N.D. Ala.); (f) *In re Adams Produce Company, LLC*, Case No. 12-2036 (Bankr. N.D. Ala.); (g) *In re BFW Liquidation, LLC*, No. 09-634 (Bankr. N.D. Ala.); (h) *In re Bill Heard Enterprises, LLC*, Case No. 08-83029 (Bankr. N.D. Ala.); (i) *In re Jackson Hospital and Clinic, Inc., et al.*, Case No. 25-30256 (Bankr. M.D. Ala.)

10. Given Burr's breadth of experience in large bankruptcy matters as well as Burr's expansive areas of expertise, Burr is well qualified to represent the Debtor in this Chapter 11 Case.

11. In addition to the foregoing, Burr has been providing the Debtor with a wide array of legal services in connection with the Debtor's restructuring and reorganization efforts.

12. Burr professionals have worked closely with the Debtor's management and other professionals with regard to these matters and have become well-acquainted with the Debtor's corporate history, structure, business operations, and the background that has led the Debtor to file the Chapter 11 Case.

13. As a result, Burr has developed relevant experience and expertise regarding the Debtor that will assist Burr in providing effective and efficient services in this Chapter 11 Case.

14. Subject to approval by the Court, the Debtor proposes to employ and retain Burr to serve as counsel in connection with the Services set forth above on the terms and conditions set forth herein and in the Proposed Final Order.

15. The terms of Burr's employment provide generally that certain attorneys and other personnel within Burr will undertake this representation at their standard hourly rates, and that Burr will be reimbursed for reasonable and necessary expenses, subject to the approval of the Court in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Southern District of Florida (the "Local Rules"), and other applicable orders of this Court.

16. The hourly rates for attorneys and paralegals of Burr in this matter are set forth in the Meek Declaration attached as **Exhibit B** hereto. These hourly rates are subject to periodic adjustments to reflect economic and other conditions and to reflect increased expertise and experience in one's area of law.

17. Burr will also seek reimbursement for reasonable and necessary expenses incurred, which may include, among other things, travel expenses, work-related meals, telephone and facsimile (outgoing only), tolls and other charges, mail and express or overnight mail charges, special or hand delivery charges, document processing, photocopying (not to exceed \$0.10 per page), scanning and printing charges, vendor charges, computerized research, transcription costs, filing fees, non-ordinary overhead expenses (which shall not include secretarial or other overtime) and other out-of-pocket expenses incurred in providing professional services to the Debtor. Burr will charge for these expenses in a manner and at rates consistent with charges made generally to its other clients.

18. Burr will file fee applications with the Court, and be paid in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and orders of this Court.

19. Burr was retained by the Debtor pursuant to an engagement letter executed on or about January 13, 2026 (the “Engagement Agreement”). The pre-petition payments made to and retainers held by Burr are set forth in detail in the Meek Declaration. As of the Petition Date, Burr retained a retainer of \$343,607.95 (the “Remaining Retainer”). The Remaining Retainer will constitute an advance security retainer to be applied against Burr’s allowed fees and expenses, except as otherwise ordered by the Court. A copy of the Engagement Agreement is attached hereto as **Exhibit C**.

20. As set forth in the Meek Declaration, Burr has not shared or agreed to share any of its compensation from the Debtor with any other person, other than as permitted by section 504 of the Bankruptcy Code.

BURR'S DISINTERESTEDNESS

21. Bankruptcy Code section 327(a) empowers the debtor, “with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.” 11 U.S.C. § 327(a).

22. As described in detail in the attached Meek Declaration, Burr has conducted a search of its conflict database with respect to the Debtor and a list of parties-in-interest and potential parties-in-interest in these Chapter 11 Cases. The scope of that conflicts search is set out on Exhibit 1 to the Meek Declaration and the results of the conflicts search are set forth on Exhibit 2 to the Meek Declaration. Based on the results of the conflicts search, Burr has informed the Debtor that, except as may be set forth in the Meek Declaration, Burr (a) does not hold or represent any interest adverse to the Debtor’s estates, and (b) is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code.

23. Burr has also informed the Debtor that it will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise.

24. If any new material facts or relationships are discovered or arise, Burr will supplement its disclosure to the Court.

25. For the reasons set forth above, the Debtor submits that Burr’s employment is necessary and in the best interests of the Debtor and its estate.

NOTICE

26. Notice of the hearing on the relief requested herein will be provided by the Debtor in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as applicable local bankruptcy rules, and is sufficient under the circumstances.

27. Notice of this Motion will be provided to: (a) the Office of the United States Trustee (via email); (b) the parties included on the Debtor's list of its 20 largest unsecured creditors; (c); (c) the Subchapter V Trustee; and (d) all parties that have requested notice pursuant to Bankruptcy Rule 2002.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order granting the relief requested herein and such other and further relief as is just.

Dated: March 6, 2026

IPIC Theaters, LLC

A handwritten signature in blue ink, appearing to read "Patrick Quinn", is written over a horizontal line.

Patrick Quinn
Chief Executive Officer
IPIC Theaters, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 11, 2026, I electronically filed the foregoing document with the Clerk of Court using CM/ECF and served on all recipients registered to receive notices pursuant to Rule 2002 via CM/ECF in this case and via U.S. mail to the parties included on the Debtor's list of its 20 largest unsecured creditors.

BURR & FORMAN LLP

/s/ Christopher R. Thompson

Christopher R. Thompson

Florida Bar No. 0093102

Primary Email: crthompson@burr.com

Secondary Email: mlucca-cruz@burr.com;

kkearney@burr.com

200 S. Orange Avenue, Suite 800

Orlando, FL 32801

Telephone: (407) 540-6600

Facsimile: (407) 540-6601

-and-

Derek Meek (Admitted *pro hac vice*)

Alabama Bar No. ASB-7723-M74D

Primary Email: dmeek@burr.com

Marc Solomon (Admitted *pro hac vice*)

Alabama Bar No. ASB-7382-M56S

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ksickles@burr.com

420 North 20th Street, Suite 3400

Birmingham, AL 35203

Telephone: (205) 251-3000

Facsimile: (205) 458-5100

Proposed Counsel for Debtor, IPIC Theaters, LLC

EXHIBIT A
(PROPOSED FINAL ORDER)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313-EPK
Chapter 11, Subchapter V

IPIC THEATERS, LLC,

Debtor.

**FINAL ORDER PURSUANT TO 11 U.S.C. § 327 AUTHORIZING THE EMPLOYMENT
OF BURR & FORMAN LLP AS COUNSEL TO THE DEBTOR**

Upon consideration of the application (the “Application”)¹ of the Debtor for entry of a final order, pursuant to Section 327(a) and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing and approving the employment of Burr & Forman LLP (“Burr”) as counsel to the Debtor; and upon consideration of the Meek Declaration and the Luzinski Declaration; and this Court having jurisdiction to consider the Application and the relief requested

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

therein pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the attorneys of Burr who will be actively engaged in this case have been admitted to this Court; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper notice of the Application has been given and that no further notice or hearing is required; and, based upon the Meek Declaration, this Court being satisfied that (i) Burr represents no interest adverse to the Debtor's estate, creditors, or equity holders, (ii) Burr, to the extent required, is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, and (iii) the employment of Burr is necessary and would be in the best interest of the Debtor and its estate; and after due deliberation, and sufficient cause appearing therefore; it is **HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Application is **APPROVED** on a final basis.
2. In accordance with sections 327(a), 329 and 1107 of the Bankruptcy Code and Bankruptcy Rule 2014, the Debtor is authorized and empowered to retain and employ Burr as counsel to the Debtor.
3. The compensation of Burr for services performed are at Burr's hourly rates as agreed to by the Debtor, subject to the approval of this Court.
4. Burr shall be subject to any Orders entered by this Court pertaining to the submission of fee applications by professional persons retained pursuant to 11 U.S.C. § 327(a) ("Professionals") and the payment of Professionals.
5. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Final Order.

###

Order drafted and submitted by:
Christopher R. Thompson
BURR & FORMAN LLP
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Orlando, FL 32801
Telephone: (407) 540-6600
Facsimile: (407) 540-6601
crthompson@burr.com
Proposed Counsel for Debtor and Debtor-in-Possession

EXHIBIT B
(DEREK MEEK DECLARATION)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313-EPK
Chapter 11, Subchapter V

IPIC THEATERS, LLC,
Debtor.

**DECLARATION OF DEREK MEEK IN SUPPORT OF DEBTOR'S APPLICATION
FOR FINAL ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
BURR & FORMAN LLP AS COUNSEL**

I, Derek Meek, being duly sworn, state the following under penalty of perjury.

1. I am a partner in the law firm of Burr & Forman LLP ("Burr"), a limited liability partnership engaged in the practice of law with offices in a number of locations including 200 East Broward Boulevard, Suite 1020, Fort Lauderdale, FL 33301.

2. I am in all respects competent to make this declaration (this "Declaration") in support of the foregoing application (the "Application") of iPic Theaters, LLC ("Debtor") to retain Burr as counsel to the Debtor in its bankruptcy case, and in compliance with section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2016(b).

3. The facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

SERVICES TO BE PROVIDED

4. The Debtor and Burr have agreed that it is necessary to employ and retain Burr to serve as counsel pursuant to section 327(a) of the Bankruptcy Code to render solely the following services as directed by the Debtor (the "Services"):

- (a) advising the Debtor with respect to its powers and duties as Debtor in possession in the continued management and operation of the Debtor's business and property;
- (b) advising and consulting on the conduct of this Chapter 11 Case, including all of the legal and administrative requirements of operating in a case under chapter 11 of the Bankruptcy Code;
- (c) attending meetings and negotiating with representatives of creditors and other parties in interest;
- (d) taking all necessary actions to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor, and representing the Debtor in negotiations concerning litigation in which the Debtor is involved, including objections to claims filed against the Debtor's estate;
- (e) preparing pleadings in connection with this Chapter 11 Case, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtor's estate;
- (f) advising the Debtor in connection with any potential sale of assets;
- (g) appearing before this Court and any appellate courts to represent the interests of the Debtor's estate;
- (h) taking any necessary actions on behalf of the Debtor to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related to the foregoing;
- (i) performing all other necessary legal services for the Debtor in connection with the prosecution of this Chapter 11 Case, including:
 - (i) analyzing the Debtor's leases and contracts and the assumption and assignment or rejection of the same; and
 - (ii) advising the Debtor on corporate and litigation matters.

5. By separate application or motion, the Debtor has requested Court approval of the retention of Development Specialists, Inc. as financial advisor to the Debtor. In addition, the Debtor also may file motions or applications to employ additional professionals.

6. Burr is well qualified to represent the Debtor in these Chapter 11 Cases. Burr is a firm with more than 350 attorneys in twenty offices located in eight states, including offices in

Fort Lauderdale, Florida. Burr has extensive expertise and experience in virtually all aspects of the law that may arise in these Chapter 11 Cases, including substantial expertise in the fields of bankruptcy and restructuring, corporate, employee benefits, environmental, finance, intellectual property, labor and employment, litigation, real estate, securities, and tax.

7. The attorneys in Burr's Creditor's Rights and Bankruptcy practice group have significant experience representing debtors in large and complex cases under the Bankruptcy Code. One or more of the partners working on this matter have represented the debtors in the Chapter 11 Cases of: (a) *In re Kalos Capital, Inc.*, Case No. 22-58326 (Bankr. N.D. Ga.); (b) *In re Remington Outdoor Company, LLC, et al.*, 20-81688 (Bankr. N.D. Ala.); (c) *In re Blue Eagle Farming, LLC, et al.*, Case No. 18-2395 (Bankr. N.D. Ala.); (d) *In re Belle Foods, LLC*, Case No. 13-81963 (Bankr. N.D. Ala.); (e) *In re Draphix, LLC*, Case No. 12-4959 (Bankr. N.D. Ala.); (f) *In re Adams Produce Company, LLC*, Case No. 12-2036 (Bankr. N.D. Ala.); (g) *In re BFW Liquidation, LLC*, No. 09-634 (Bankr. N.D. Ala.); (h) *In re Bill Heard Enterprises, LLC*, Case No. 08-83029 (Bankr. N.D. Ala.); and (i) *In re Jackson Hospital and Clinic, Inc., et al.*, Case No. 25-30256 (Bankr. M.D. Ala.).

COMPENSATION

8. Burr was retained by the Debtor pursuant to an engagement letter as of January 13, 2026 (the "Engagement Agreement"). In accordance with the Engagement Agreement, Burr received multiple retainers (the "Retainer").

9. The dates and amounts of the Retainer received by Burr in connection with the Retainer, and the dates and amounts of draw downs on the retainer based on Burr's invoices prior to the Petition Date are set forth below:

Date	Nature of Payment	Amount
1/15/26	Retainer	\$300,000.00

2/20/26	Retainer Draw Down	\$89,924.85
2/24/26	Retainer Draw Down	\$113,002.20
2/25/26 (Pre-Petition)	Retainer Draw Down	\$3,465.00
2/25/26 (Pre-Petition)	Retainer	\$250,000.00

10. The remainder of the Retainer, in the amount of \$343,607.95, will constitute an advance security retainer to be applied against Burr's allowed fees and expenses, as permitted by the Court.

11. Within the year preceding the Petition Date, Burr received no other payments from the Debtor on account of services rendered or to be rendered in contemplation of or in connection with these Chapter 11 Cases.

12. Burr intends to apply for compensation for professional services rendered in connection with these Chapter 11 Cases subject to the approval of this Court and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any Orders entered in these Chapter 11 Cases concerning compensation of professionals, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Burr.

13. The attorneys and paralegals primarily responsible for representing the Debtor with respect to the Services to be rendered by Burr, and their hourly rates for this matter, are:

Professional	Position	Hourly Rate
Derek Meek	Partner	\$698
Marc Solomon	Partner	\$653
Chris Thompson	Partner	\$495
Catherine Via	Associate	\$319
Kylie Riordan	Associate	\$319
Meredith Gunnells	Paralegal	\$291
Karen Kearney	Paralegal	\$291

14. In addition, other attorneys and paralegals will be involved as necessary and appropriate to represent the Debtor with respect to the Services to be rendered by Burr, and Burr's hourly rates for other attorneys and professionals are as follows:

Billing Category	Range of Hourly Rates
Partners	\$420 - 698
Counsel	\$385 - 600
Associates	\$294 - 380
Paralegals	\$150 - 291

15. These hourly rates are subject to periodic adjustment (typically in January of each year) to reflect economic and other conditions. Burr will maintain detailed records of actual and necessary costs and expenses incurred in connection with the legal services described above. These rates are set at a level designed to fairly compensate Burr for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is Burr's policy to charge its clients for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses, expenses for "working meals", computerized research, transcription costs, as well as non-ordinary overhead expenses (which shall not include secretarial or other overtime in these cases). Burr will charge the Debtor for these expenses in a manner and at rates consistent with charges made generally to Burr's other clients, subject to the Local Rules of this Court.

16. No promises have been received by Burr, nor by any partner, counsel, or associate thereof, as to compensation in connection with these Chapter 11 Cases, other than in accordance with the provisions of the Bankruptcy Code. Burr has no agreement with any other entity to share with such entity any compensation received by Burr in connection with these cases.

BURR'S DISINTERESTEDNESS

17. To determine its relationship with parties-in-interest in these Chapter 11 Cases, Burr researched its database to determine whether it has any relationships with the entities on the “Conflicts Search List” attached hereto as Exhibit 1 and incorporated herein. The entities set forth on Exhibit 1 are comprised of the Debtor’s creditors and other parties-in-interest in these Chapter 11 Cases. All of the entities on Exhibit 1 were searched through Burr’s computer system and circulated to all attorneys at Burr to determine whether Burr has any relationship therewith. Burr will continue to supplement this Declaration as appropriate upon completion of its additional search and as additional creditors, equity holders, or parties-in-interest are identified in this case.

18. To the extent that such search indicated that Burr has a relationship with, or connection to, any such entity in matters unrelated to the Services to be provided to the Debtor in this Chapter 11 Case, the identities of such entities are set forth on Exhibit 2. As set forth in greater detail on Exhibit 2, and subject to any explanations and/or exceptions contained therein, Burr (a) does not hold or represent any interest adverse to the Debtor or its estate, and (b) is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code. Additionally, while not listed on Exhibit 2, Burr does represent some entities that are separate legal entities from the entities listed on Exhibit 1 but that may be affiliated in some fashion to the entities listed on Exhibit 1.

19. None of the entities listed on Exhibit 2 accounted for more than one (1) percent of the gross revenues of Burr in 2025.

20. Burr represented the Retirement Systems of Alabama, the holder of 100% of the equity of the Debtor, in the purchase of the assets of the Debtor’s predecessor out of its 2019 bankruptcy. Burr has not represented the RSA with regard to the Debtor since prior to April of 2024. Burr has previously represented the RSA in other matters, but Burr has not performed any

legal work for the RSA since prior to April of 2024. Burr does currently represent a wholly owned affiliate of the RSA that is unrelated to the Debtor with regard to a loan modification for that affiliate.

21. In light of the extensive number of creditors and other parties in interest in these cases, neither Burr, nor I, are able to conclusively identify all potential relationships. To the extent that Burr discovers any facts bearing on the matters described herein during the period of Burr's retention, Burr will amend and supplement the information contained in this Declaration to disclose such facts.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 25, 2026


/s/
Derek F. Meek
Partner
Burr & Forman LLP

EXHIBIT 1

Airgas USA, LLC-676015
Alon's Bakery, LLC
Better Beverages, Inc.
Brothers Produce of Austin, Inc dba Brothers Food Service
Brothers Produce of Dallas, Inc.
Buckhead meat & Seafood of Houston, Inc
CBSL Commissary LLC dba Winfield's Chocolate Bar
Chef's Warehouse Mid-Atlantic LLC, dba Capital Seaboard
Chefs' Warehouse Mid-Atlantic, LLC
Dairyland USA - Fort Lee
Fells Point, LLC dba Fells Point Wholesales Meats(MD)
Freshpoint Atlanta
FreshPoint South Florida
Halpern's Steak & Seafood Co. LLC - Mizner
Halperns' Steak & Seafood Company SER
Houston Avocado Co
INTERNATIONAL GOURMET FOODS,INC ATL
J.Vrola - NJ Corp
J.Vrola - NY LLC Corp
Lavazza North America, Inc
MRG Texas LLC dba Mr Greens Produce
Nature's Produce
NuCO2
Premier Meat Company
Q Plus Food LLC
Riviera Produce Corp
Roberts Oxygen Company, Inc
Romano's Bakery of Boca, Inc.
Royal Food Service Inc
US Foods - Atlanta Serena
US Foods - Atlanta Theater
US Foods - Austin
US Foods - Delray Beach
US Foods - Fairview
US Foods - Fort Lee - City Perch
US Foods - Fulton Market
US Foods - Houston
US Foods - Mizner Park - Tanzy
US Foods - North Miami Beach
US Foods - Pasadena
US Foods - Pike & Rose

US Foods - Redmond
US Foods - Westwood
Vistar - ATLANTA
Vistar - DALLAS
Vistar - Philadelphia

Milrose Consultants Inc.

A24 Films LLC
BLACK BEAR RELEASING, LLC
Briarcliff Entertainment LLC
Focus Features
Iconic Events Releasing, LLC
IRON LUNG PRODUCTIONS LLC
Lionsgate
MGM
Sony Pictures
Trafalgar Releasing Limited
Universal Film Exchanges
Vertical Entertainment, LLC
Walt Disney Studio Pictures
Warner Brothers

Breakthru Beverage of California, LLC
Favorite Brands LLC
Gallo Wine NJ - Fintech
Kohler Distributing Company Corp
Northern Eagle Beverage Co - Fintech
Premier Bev
Quality Wine & Spirits, Inc dba Winebow
Skurnik Wines & Spirits
Southern Glazer's
Spec's Wines
United Distributors, Inc
Young's Market-CA -Republic National Dist.Company

Willis Towers Watson Southeast, Inc.

Montgomery County Government, Department of Liquor Control

Blue Hominy LLC
Google ,LLC
One Source Graphics, Inc.
YELP INC

PROF SERV

Brown Brothers Consulting, Inc.
JKR LLC- Service Linen S
Steven Douglas Associates, Inc.
Universal Background Screening, Inc.
Universal Uniform Supply

Domain Mall II, LLC

All Amercian Sewer Service, Inc
B&B Facility Maintenance
David Delucca dba DeLucca's Handyman Service
Enviro-Master Services North Texas
Felipe Romero dba Rome Air HVAC Solutions
Gaskets Acquisition, LLC - Gasket Guy
GB Heating & Air Conditioning Inc.
HVAC Mechanical Services of Texas LTD dba Hunton Services
Interior Climate Solutions
Lawton Commercial Services
Los Angeles Plumbing & Backflow Testing, Inc
McCune Electrical Service, LLC
My Tech Texas, LLC
Pro-Hygiene, LLC dba Xtreme-Hygiene
Renewable Grease and Oil Inc.
RJA Services
Tap's Beer Line Cleaning, LLC
Ultrapro Pest Protection LLC
United High Pressure LLC
Woodlander Environments, Inc
Yuriy Buriy dba Sparkle Taps

Dempsey Uniform & Linen Supply Inc
Singer Equipment Company DBA M. Tucker
Staples Inc -105748-ATL
Xerox IT Solutions, LLC

California Department of Tax & Fee Administration
Comptroller of Maryland
Florida Department of Revenue
Georgia Dept of Revenue
Texas Comptroller of Public Accounts
Washington State

Edward Don & Company - Fulton Market

ADP, INC.
AWS Inc-Amazon Web Services, Inc
Consolidated Edison Company of NY, Inc.
Deluxe Echostar LLC
Digital Cinema Distribution Coalition, LLC
DIRECTV
Ecolab Pest-Chicago-60673
Engie Resources LLC-HOU 0000372855
FPL
Iron Mountain
Puget Sound Energy
Quench USA, Inc
Rentokil North America, Inc.dba Steritech Brand Standards
Strong Technical Services, Inc.
Washington Gas
WatchGuard Technologies, Inc
Western Industries North, ,LLC dba Western Pest Services
Windstream-Paetec
Withers Worldwide-Withers Transfer and Storage of Coral Gables

AlSCO, Inc - HOUSTON
Coca-Cola - (SERVICE) 101086
Cozzini Bros., Inc.
Ecolab - 32027
Eduard Karapetyan dba EZ Cleaners
Hollywood Theatre Equipment, Inc.
Metro Linen Company
Orkin, LLC-ATL- Rollins, Inc
Pinnacle Commercial Services LLC
Seven C's Linen - Intracoastal
Seven C's Linen - Mizner
Seven C's Linen-Delray
Tumble In Dry Cleaners LLC
White Plains Linen Corp

BPP East Union LLC
Village FV, Ltd.
The Domain Mall II, LLC
PPR Redmond Retail LLC
Crocker Downtown Development Associates
Avco Center Corporation
Federal Realty Investment Trust
Dezer Intracoastal Mall LLC

ROD Project Owner, LLC

TDC Fort Lee, LLC

South Street Seaport Limited Partnership

Delray Beach Holdings, LLC

LVA4 Atlanta Colony Square L.P.

Retirement Systems of Alabama

Exhibit 2
Burr Disclosure

A. Current Representations unrelated to the Services to be provided to the Debtor: Burr currently represents the following parties in matters unrelated to the Services to be provided to the Debtor:

- (1) Coca-Cola Bottler's Association
- (2) Disney and Disney Vacation Development
- (3) Enviro-Master International Franchise, LLC
- (4) Northern Eagle Beverage, Inc.
- (5) Rentokli Northern America d/b/a JC Ehrlich Pest Control
- (6) Southern Glazer's Wine and Spirits of South Carolina

EXHIBIT C
(ENGAGEMENT LETTER)



Derek Meek
dmeek@burr.com
Direct Dial: (205) 458-5471
Direct Fax: (205) 244-5679

420 North 20th Street
Suite 3400
Birmingham, AL 35203

Office (205) 251-3000
Fax (205) 458-5100

BURR.COM

January 12, 2026

VIA EMAIL

IPIC Theaters, LLC
Patrick Quinn
433 Plaza Real, Ste. 355
Boca Raton, FL 33432

Re: Burr & Forman Engagement – IPIC Theaters, LLC

Dear Patrick:

We appreciate the confidence you have expressed in our firm by asking us to represent IPIC Theaters, LLC (the “Client”). This letter and the enclosed Standard Terms of Representation describe the basis on which our firm will provide legal services to the Client.

Nature and Scope of Representation. Burr & Forman has been retained by Client to assist with an orderly winddown and liquidation.

Unless otherwise stated in this letter or in other documentation, Burr & Forman has not been retained to represent the Client generally or in connection with any other matter. If the Client wishes to engage Burr & Forman in connection with any additional matters, Burr & Forman will conduct a conflict of interest inquiry with respect to the parties involved and other investigations. If Burr & Forman determines that such future engagement would be ethical and appropriate, future engagements may be evidenced by additional engagement letters.

Burr & Forman Contact. I will primarily be responsible for coordinating Burr & Forman’s services under this engagement, but other Burr & Forman attorneys such as partners and associates, as well as paralegals and other staff may assist with work as needed. Please feel free to call if you have questions.

Legal Fees. Our fees will be based primarily on the hourly rates in effect from time to time for attorneys, paralegals, and law clerks of this Firm. My standard billing rate is \$930.00. My partner, Marc Solomon’s standard billing rate is \$870.00. My partner, Chris Thompson’s standard billing rate is \$660.00. However, in light of our long-standing relationship with the RSA, the equity holder in the Client, we have agreed to reduce our hourly rates by 25% for this engagement. For purposes of this matter, my rate will be \$698.00, Marc Solomon’s will be \$653, and Chris

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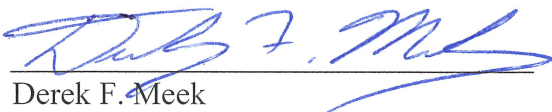
Thompson's will be \$495.00. The billing rates for the associates working on this matter will range from \$296.00 to \$319.00. The current rate for the paralegal who is likely to work on this matter is \$291.00 per hour. The Firm's billing rates are subject to adjustment from time to time by the Firm, which normally occurs on or about January 1st of each year. As explained in the enclosed Standard Terms of Representation, we may take other factors into consideration in determining our fees.

Fee In Advance to Be Drawn Down. We will not be able to commence such work until a retainer is received by our firm in good and available funds. We have asked you for a **\$300,000.00 retainer** to begin research, planning, and applicable negotiations, which will need to be replenished as it is depleted and which may need to be supplemented in the event the decision is made to perform additional work or to file for bankruptcy protection. Should this matter be resolved to your satisfaction for less than the retainer, we will return the unused portion of the retainer to you after payment of any and all outstanding fees and expenses. Wiring instructions for our firm's trust account are attached.

If a petition needed to be filed in Bankruptcy Court, this retainer amount will need to be increased.

Standard Terms of Representation. Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Representation carefully. If they meet with the Client's approval, promptly sign the letter in the space below and return a copy to me so that we may begin work. Please call or email me if you have any questions.

Very truly yours,

By: 
Derek F. Meek

Accepted and agreed to the 13th day of Jan, 2026.

IPIC THEATERS, LLC

By: 

Its: CEO

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Standard Terms of Representation

Entire Agreement

The engagement letter and these Standard Terms of Representation constitute the entire understanding and agreement between the client identified in the engagement letter (the client) and this firm regarding our representation of the client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us. If any provision of the engagement letter or these Standard Terms of Representation is held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. *The engagement letter and these Standard Terms may be amended only by a written agreement between the client and the firm.* The client should review this document carefully and contact us promptly with any questions. The client should retain this document in its file.

Client's Additional Duties

The client agrees to pay our statements for services and expenses as provided below. In addition, the client agrees to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. The client also agrees to make any necessary business and strategy decisions in a timely manner.

Because we need to be able to contact the client at all times regarding the representation, the client agrees to inform us, in writing, of any changes in the client's name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding the client or its business. Whenever we need instructions or authorization to proceed with legal work on the client's behalf, we will contact the client at the most recent business address we have received. If the client affiliates with, acquires, is acquired by, or merges with another client, it will provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

Corporate Transparency Act Obligations

In connection with this representation, we may assist you in forming one or more legal entities in order to achieve your business objectives. The Corporate Transparency Act (together with the regulations promulgated thereunder, the "*CTA*"), requires certain entities that are formed or registered to do business in the United States to report beneficial ownership information to the Financial Crimes Enforcement Network ("*FinCEN*"). An entity that falls under the CTA's

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definition of a “reporting company” must submit information about itself, all of its beneficial owner(s) and company applicant(s) to FinCEN in a Beneficial Ownership Information Report (a “**BOI Report**”).

Unless otherwise expressly agreed in writing by us, our engagement will not include any advice regarding the CTA (including the determination of whether any newly formed company is or is not a reporting company under the CTA) or the reporting requirements thereunder (including, without limitation, regarding the preparation, contents or filing of any BOI Report). Even if we expressly agree in writing to provide advice on a BOI Report at any specific time, you will be responsible for remaining in compliance with the CTA at all times and making all necessary updates to the BOI Report as required by the CTA. We will have no obligation to keep you informed about any changes to the CTA that may impact a BOI Report on which we have previously advised, nor do we have any ongoing obligation regarding updates you may have to make to a BOI Report upon the occurrence of some future event.

Burr & Forman’s Internal Consultations

Clients that Burr & Forman represents and the nature of the matters Burr & Forman becomes involved in may raise questions under the professional conduct rules that apply to lawyers. If such issues arise, Burr & Forman may seek the advice of Burr & Forman’s counsel. Burr & Forman considers such consultations to be confidential conversations between Burr & Forman personnel and Burr & Forman’s legal counsel that are protected from disclosure by the attorney-client privilege and/or the attorney work product doctrine. Past judicial decisions in some other states have indicated that in some circumstances such conversations may involve a conflict of interest between the client and a law firm, and that the law firm’s consultation with its own counsel might not be confidential unless the law firm either withdraws from the representation of the client or obtains the client’s consent to consult with the law firm’s counsel. We believe that it is in our clients’ interest, as well as Burr & Forman’s interest, that, if legal ethics or related issues arise during a representation, Burr & Forman receive expert analysis. Accordingly, if Burr & Forman determines in Burr & Forman’s discretion to consult with Burr & Forman’s own counsel (whether Burr & Forman’s internal counsel or outside counsel), Burr & Forman has the Client’s consent to do so at Burr & Forman’s expense and without notice, and Burr & Forman’s representation of the Client shall not waive any privilege or other right that Burr & Forman may have to protect the confidentiality of such communications.

Burr & Forman’s Other Representations

Some of Burr & Forman’s clients compete with one another or do business with one another. Burr & Forman may be asked to represent certain clients, in matters that, in the future, may be adverse to the Client. Burr & Forman is precluded by the Rules of Professional Conduct from representing a client in a matter in which one client’s interests are adverse to the interests of another client of

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Burr & Forman, without the written consent of both clients. In the future, Burr & Forman may be asked to represent another client in a matter that is or may be adverse to the Client, where that matter is unrelated to Burr & Forman's representation of the Client. Burr & Forman would consider accepting that other representation only if the specific Burr & Forman attorneys involved reasonably believe they will be able to represent diligently and competently both the Client in this engagement and the other client in the other matter. Burr & Forman will at all times preserve all Client confidences as required by the applicable Rules of Professional Conduct. The Client's acceptance of this engagement letter confirms the Client's advance waiver of any conflicts that such other representation would present.

Advice about Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the Proceedings or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Support Service Providers

To help continue delivering cost effective services, Burr & Forman uses support service providers to assist with certain technology tasks, photocopying and other document production services, certain other office administrative functions, and offsite storage. All of these providers are located in the U.S. To perform their tasks efficiently, these support service providers must have access to certain client information. Burr & Forman has made and will make reasonable efforts to determine that these services are performed in a manner that is consistent with our obligations, under the Rules of Professional Conduct, to maintain client confidentiality and to supervise non-lawyer assistants. As part of your engagement of Burr & Forman, you consent to our use of these providers in this manner.

Termination

The Client may terminate this representation at any time upon written notice to Burr & Forman, although the Client may also be required by others outside Burr & Forman to confirm that termination. Burr & Forman might terminate this representation by written notice to the Client if the Client fails to cooperate with any reasonable request from Burr & Forman relating to this representation, or to make full and timely payment of Burr & Forman's invoices, or if Burr & Forman determines that the continuation of this representation would be or may be unethical. If permission for withdrawal is required by any court or administrative agency, Burr & Forman will apply for such permission promptly, and the Client will engage successor counsel promptly. The

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Client will pay all invoices on this matter unpaid as of the date of termination, as well as all other charges and costs incurred on this matter through the date of termination.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, Burr & Forman's representation of the Client as to any particular matter will terminate when Burr & Forman sends its final invoice for services rendered in that matter. Following termination, any then nonpublic information the Client has supplied to Burr & Forman which Burr & Forman retains will be kept confidential in accordance with applicable Rules of Professional Conduct. At that time, the Client should request in writing any papers and property that the Client wishes to be returned. The Client may be asked to address any outstanding fees and costs. Burr & Forman may retain copies of documents provided to the Client. Burr & Forman's internal documents, which are not part of the Client's file, include administrative records; time and expense reports; personnel, staffing, credit, and accounting records; internal lawyers' work product that is not delivered to the Client, such as drafts, notes, memoranda, legal and factual research, and investigative reports prepared by or for the use of lawyers; etc. For various reasons including minimizing unnecessary storage expenses, Burr & Forman reserves the right to destroy or otherwise dispose of any such documents or other materials seven years after the termination of the engagement, except as legally required to retain longer.

The Client is engaging Burr & Forman to provide legal services in connection with this specific matter. After completion of the matter, changes may occur in laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the Client engages us after completion of this engagement to provide additional advice on issues arising from the matter, Burr & Forman will have no continuing obligation to advise the Client with respect to future legal developments.

Fees

Statements for fees, costs, and disbursements will typically be emailed periodically (but no more frequently than monthly) at our discretion to Patrick Quinn at patrick.quinn@ipic.com, unless you advise us in writing to use another email address. Balances as shown on those statements are payable in full upon receipt, however, if a bankruptcy is filed, payments will be subject to Bankruptcy Court approval. The Client will pay interest at a rate of one percent (1%) per month (12% ANNUAL PERCENTAGE RATE) from the date of the billing on all balances that are unpaid sixty (60) days after the billing date. The Client's commitment to pay Burr & Forman's invoices timely is not contingent on the ultimate outcome of this engagement.

In addition, the Client will pay out-of-pocket costs and disbursements incurred in connection with this representation, such as photocopying, document scanning, courier and hand delivery charges, long distance telephone, transcription charges, filing fees, travel charges, etc. If we have to incur

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a significant expense on the Client's behalf, we may ask the Client to provide those funds to Burr & Forman in advance or to cover that expense directly.

Although the time actually incurred will be the primary basis for determining Burr & Forman's final fees, that total can sometimes be adjusted to reflect other considerations such as the novelty and complexity of the issues involved, Burr & Forman's inability to accept other engagements as a result of this representation, the nature of Burr & Forman's relationship with the Client, and time limitations imposed by the Client or by the relevant circumstances. These and other considerations can result in a final fee that is revised, upward or downward, in Burr & Forman's reasonable discretion, from the purely hourly rate.

Our bills would include any time and expenses incurred if anyone at Burr & Forman is compelled to, or with the Client's consent agrees to, testify about the subject matter of Burr & Forman's representation of the Client or respond to a subpoena seeking documents or testimony relating to this representation. Further, while we do not anticipate that it would be an issue, our bills would include any time and expense incurred in collecting amounts due to Burr & Forman under this engagement.

Confidentiality

We will keep confidential all information relating to our representation of you, unless disclosure is authorized by you or required by applicable codes of professional responsibility. We may, however, include your name in a published list of this Firm's clients, unless you advise us to the contrary. We will notify you promptly if we receive any inquiries from the news media concerning our representation.

Use of E-Mail

We have found that the use of Internet e-mail is an expedient and effective method of communicating with clients and in transmitting documents. While we are mindful of the fact that it is possible for such Internet communications to be intercepted and read, we have concluded that there is a sufficient likelihood of confidentiality in this means of transmission to justify its use with clients on a regular basis. Accordingly, unless you advise us to the contrary, we may use Internet e-mail, where available, to communicate with you and to transmit documents to you from time to time.

Protected Health Information

The scope of this representation may require access to protected health information ("PHI") as defined in the Health Insurance Portability and Affordability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the corresponding regulations at 45 CFR

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Parts 160 and 164. Client agrees to disclose to Burr & Forman the minimum amount of PHI necessary for Burr & Forman to perform this engagement appropriately.

Tax Issues

Please be advised that unless the accompanying transmittal letter indicates otherwise, we are not providing advice concerning tax planning or tax consequences of the matter on which we are providing legal services. We will always be glad to work with your accountant or tax advisor on any matter.

To comply with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this letter, including attachments, is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Service.

Choice of Law

The relationship between the client and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law of the State of Alabama, without regard to conflicts of laws principles.