

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

iPic-Gold Class Entertainment, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-11739 (LSS)

(Jointly Administered)

**Re: Docket Nos. 104, 273, 281**

**NOTICE OF FILING OF ASSET PURCHASE AGREEMENT  
AND RELATED SCHEDULES FOR SUCCESSFUL BIDDER AND BACKUP BIDDER**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On August 15, 2019, the debtors and debtors in possession (collectively, the “Debtors”), in the above-captioned cases, filed the *Motion for (I) Order (A) Approving Bidding Procedures for the Sale of Substantially All of the Assets of the Debtors; (B) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (C) Scheduling the Auction and Sale Hearing; and (D) Granting Related Relief; (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Claims, Liens, and Encumbrances; and (B) Approving the Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases* (the “Motion”) [Docket No. 104].

2. On September 13, 2019, the Court entered the *Order (A) Approving Bidding Procedures for the Sale of Substantially All of the Assets of the Debtors; (B) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases;*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: iPic Entertainment Inc. (9582); iPic-Gold Class Entertainment, LLC (4684); iPic Gold Class Holdings LLC (6315); iPic Media, LLC (0150); iPic Texas, LLC (N/A); and Delray Beach Holdings, LLC (1035). The Debtors’ principal place of business is 433 Plaza Real, Suite 335, Boca Raton, FL 33432.

(C) *Scheduling the Auction and Sale Hearing*; and (D) *Granting Related Relief* (the “Bid Procedures Order”) [Docket No. 273].<sup>2</sup>

3. In compliance with the Bid Procedures Order, on October 17, 2019, the Debtors conducted an auction (the “Auction”) with respect to the sale of their Assets. On October 18, 2019, the Debtors filed the *Notice of Successful Bidder and Backup Bidder and Auction Results* [Docket No. 416] reflecting the results of the Auction and identifying iPic Theaters, LLC<sup>3</sup> as the Successful Bidder and Cinemex Holdings USA, Inc. as the Backup Bidder.

4. Pursuant to the Bid Procedures, (a) attached hereto as Exhibit A is the *Asset Purchase Agreement* with related schedules for iPic Theaters, LLC (the “Successful Bidder APA”), as the Successful Bidder, and (b) attached hereto as Exhibit B is the *Asset Purchase Agreement* with related schedules for Cinemex Holdings USA, Inc., as the Backup Bidder.

5. The Debtors will present the proposed sale of substantially all of their assets to the Successful Bidder pursuant to the terms of the Successful Bidder APA at the sale hearing scheduled in these chapter 11 cases for **October 28, 2019 at 2:00 p.m. (Eastern Time)** (the “Sale Hearing”) before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19801.

6. The Debtors reserve the right to further revise the attached documents in advance of the Sale Hearing.

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<sup>2</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Bid Procedures Order or the Bid Procedures, as applicable.

<sup>3</sup> iPic Theaters, LLC is a manager-managed limited liability company, with ownership divided between the Teachers’ Retirement System of Alabama (67%), and the Employees’ Retirement System of Alabama (33%).

Dated: October 21, 2019

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# **EXHIBIT A**

## **Successful Bidder APA**

**ASSET PURCHASE AGREEMENT**

**by and among**

**iPic Theaters, LLC, a Delaware limited liability company**

**as Purchaser,**

**and**

**iPic-Gold Class Entertainment, LLC, a Delaware limited liability company, iPic Gold Class Holdings LLC, a Delaware limited liability company, iPic Media LLC, a Florida limited liability company, Delray Beach Holdings, LLC, a Florida limited liability company, and iPic Texas, LLC, a Texas limited liability company,**

**as Sellers**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”) is made and entered into as of October [\_\_\_], 2019 (the “**Effective Date**”) by and among iPic-Gold Class Entertainment, LLC, a Delaware limited liability company, iPic Gold Class Holdings LLC, a Delaware limited liability company, iPic Media LLC, a Florida limited liability company, Delray Beach Holdings, LLC, a Florida limited liability company, and iPic Texas, LLC, a Texas limited liability company (each of the foregoing a “**Seller**” and collectively, the “**Sellers**”), iPic Theaters, LLC, a Delaware limited liability company (the “**Purchaser**”). Sellers and Purchaser are sometimes collectively referred to as the “**Parties**.”

### RECITALS

The Parties hereby acknowledge that:

A. Sellers are engaged in the business of operating high-end movie theaters and restaurants, including at 16 locations in nine states in the United States and have executed leases for an additional nine sites in California, Georgia, Virginia, Washington, Connecticut, New York, Texas and Florida (such movie theaters and restaurants, including those located in such states, collectively, the “**Theaters**”, each individually a “**Theater**” and such business, the “**Business**”).

B. On August 5, 2019, each of the Sellers filed voluntary petitions for relief initiating bankruptcy cases (the “**Chapter 11 Cases**”) under chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

C. On the terms and conditions of this Agreement, and pursuant to sections 105, 363 and 365 of the Bankruptcy Code, Sellers wish to sell to Purchaser, and Purchaser wishes to purchase from Sellers, certain of the assets and properties of Sellers relating to the Business, and the assumption and assignment of certain executory contracts and unexpired leases pursuant to the terms hereof, all in the manner and subject to the terms and conditions set forth herein and in accordance with sections 105, 363 and 365 of the Bankruptcy Code (such transactions, the “**Contemplated Transactions**”).

D. The Bankruptcy Court has entered that certain *Final Order: (A) Authorizing Debtors in Possession to (I) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 362, 363, and 364, (II) Grant Liens and Superpriority Claims to Postpetition Lenders Pursuant to 11 U.S.C. §§ 364; (III) Use Cash Collateral, and (IV) Provide Adequate Protection to Prepetition Credit Parties, and (B) Modifying Automatic Stay Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364 (Docket No. 322)* in the Chapter 11 Cases ( the “**DIP Order**”). Purchaser is an affiliate of the Pre-Petition Credit Parties and the DIP Lender, formed for the purpose of taking title to the Purchased Assets pursuant to this Agreement.

### AGREEMENT

In consideration of their respective covenants set forth herein, the Parties agree as follows:

1. Transfer of Assets.

1.1 Purchase and Sale of Assets. On the Closing Date and on the terms and conditions hereinafter set forth in this Agreement and pursuant to sections 363 and 365 of the Bankruptcy Code and the Sale Order, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire, accept and receive from Sellers, free and clear of all Adverse Interests as and to the extent provided in the Sale Order, all of each Seller's respective right, title and interest, as of the Closing Date, in and to the following assets and properties, including as set forth in the Schedules referenced herein, other than any Excluded Assets (such assets and properties described below, other than the Excluded Assets, are collectively referred to herein as the "**Purchased Assets**"):

- (a) all Furniture and Equipment of Sellers, excluding certain consigned artwork identified on Schedule 1.1(a);
- (b) all Inventory located at (or in transit to) any of the Theaters as of the Closing Date, other than alcoholic beverage inventories in the jurisdictions set forth in Schedule 1.1(b) where the Law does not permit Purchaser to take title to such inventories or does not permit purchaser to take title to such inventories until Purchaser obtains the requisite Liquor License Approvals from the relevant Governmental Body; *provided, however*, Sellers shall transfer, assign, convey and deliver to Purchaser such alcoholic beverage inventories in each instance upon issuance of the relevant Liquor License Approval or other authorization from the relevant Governmental Body (whichever occurs first), and all rights of Sellers to take delivery of any Inventory ordered by Sellers before the Closing for delivery to any of the Acquired Theaters, which Inventory has not been delivered as of the Closing Date;
- (c) all Cash on Premises;
- (d) all Large Party Deposits relating to the Acquired Theatres;
- (e) all Intangible Property Assets, including the items identified on Schedule **Error! Reference source not found.** hereto;
- (f) any interest of Sellers under the Theater Leases, the Other Contracts of Sellers and any Previously Omitted Contracts with respect to which an Order has been entered by the Bankruptcy Court authorizing the assumption and assignment of such Previously Omitted Contract (collectively, the "**Purchased Contracts**"), including, without limitation, credits, deposits, prepaid amounts, advance payments, security deposits and refunds of Sellers with respect to the Purchased Contracts as of the Closing Date, each to the extent described in Schedule **Error! Reference source not found.**;

- (g) to the extent transferable and assignable, at Purchaser's election, all of the Sellers' interest in those Business Permits and all Liquor Licenses held by Sellers relating to the Acquired Theaters including those described on Schedule 1.1(g)(i) hereto, in each case to the extent transferable, other than alcohol Business Permits (including Liquor Licenses) in jurisdictions set forth in Schedule 1.1(g)(ii) where the law does not permit Purchaser to take title to such Business Permits until it obtains the requisite approvals from the pertinent Governmental Body; *provided* that upon Purchaser's request, Sellers shall enter into one or more counterparts of the Management Agreement with respect to such Acquired Theaters as Purchaser may designate allowing for the use of Sellers' Liquor Licenses on an interim basis in order to allow Purchaser the opportunity to obtain its own liquor licenses. Sellers shall transfer, assign convey and deliver to Purchaser such Business Permits in each instance only upon issuance of the requisite approvals from the relevant Governmental Body (collectively, the "***Business Permits***");
- (h) Claims with respect to or in connection with any Purchased Contract or Purchased Asset (other than Avoidance Actions and the AMC Claims), and all guarantees, rights of indemnity, warranty rights and other recovery rights, including rights to insurance proceeds, in each case, in connection with a Purchased Contract or Purchased Asset (other than Avoidance Actions and the AMC Claims) and possessed by the Sellers as of Closing ;
- (i) all accounts receivable (whether current or non-current) of the Business attributable to the operation of the Acquired Theaters as of the Closing even if such accounts receivable become due and payable after the Closing and all causes of action specifically pertaining to the collection of the foregoing (collectively, the "***Receivables***");
- (j) all of Sellers' rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Asset or Assumed Liability;
- (k) all potential development or new business opportunities of the Business (including potential development or acquisition of new locations), and all rights with respect thereto (including letters of intent and indications of interest, whether or not binding), to the extent set forth on Schedule 1.1(k) (collectively, the "***Development Opportunities***");
- (l) all property and casualty insurance proceeds received or receivable in connection with the damage or complete destruction of any of the Purchased Assets that would have been included in the Purchased Assets but for such damage or complete destruction, in each case, net of any deductible, increase in insurance premium and/or the cost of repair or replacement and related administrative costs;

- (m) any premium refunds (including, without limitation, for any prepaid premiums) of the Sellers arising from their insurance policies on account of reduction in workforce, liability coverage, and the like;
- (n) all rights and claims to deposits (including, without limitation, any cash collateral for any obligation of Sellers and utility deposits and all postpetition deposits made by Sellers), credits, prepaid amounts, refunds, reimbursements, vendor and other rebates, set-offs and similar rights and claims of Sellers, including, without limitation, any of the foregoing relating to any Contract other than the Purchased Contracts; and
- (o) all originals and copies of the books and records of the Purchased Assets, subject to Section Error! Reference source not found.

1.2 Excluded Assets. The Purchased Assets shall include only those assets and interests specifically listed in Section Error! Reference source not found. above and shall in all events exclude all right, title or interest of Sellers in or to any of the following (collectively, the “*Excluded Assets*”):

- (a) all cash and cash equivalents of Sellers, other than Cash on Premises
- (b) any bank accounts of Sellers;
- (c) the Purchase Price and Sellers’ rights thereto under this Agreement, subject to the offset provisions set forth in Section 2.1 of this Agreement with respect to the Purchase Price of Unencumbered Property;
- (d) any Excluded Contracts;
- (e) any Claims including the AMC Claims, other than those Claims with respect to or in connection with any Purchased Contract or Purchased Asset;
- (f) (I) a copy of any books and records relating to any pre-Closing period, including, without limitation, (i) Tax Returns, financial statements, and corporate or other Entity filings, (ii) minute books, stock ledgers, and stock certificates of any Subsidiaries of Sellers, and (II) all originals and copies of documents relating to proposals to acquire the Business by Persons other than Purchaser;
- (g) all securities, whether capital stock or debt, and other ownership interests issued by any of the Sellers;
- (h) all assets of any Section 401(k) or other Seller benefit plan (including any Company Benefit Plan);
- (i) any item expressly excluded pursuant to the provisions of Section Error! Reference source not found. above;

- (j) all intercompany claims by any Seller against any other Seller or any Subsidiary or other Affiliate of any Seller;
- (k) all Avoidance Actions;
- (l) Tax credits, prepayments and refunds but only to the extent attributable to Excluded Taxes; and
- (m) personnel and employment records for current or former employees and individual independent contractors of the Business, except as provided for in Section 13.9.

1.3 Executory Contracts.

- (a) All Theater Leases listed in Part A of Schedule 1.1(f) shall be assumed by Sellers and assigned to Purchaser at the Closing pursuant to and in accordance with the Procedures Order. All Theater Leases listed in Part B of Schedule 1.1(f) shall, if not rejected by Purchaser pursuant to Section 1.3(b), be assumed by Sellers and assigned to Purchaser at the Closing pursuant to and in accordance with the Procedures Order. Any Contract of any Seller that is designated as an Excluded Contract may be assumed or rejected by Sellers in Sellers' sole discretion and shall be deemed an Excluded Asset.
- (b) Sellers agree that at any time prior to Closing, Purchaser may by written notice to Sellers elect to reject and exclude from the Contemplated Transaction any Theater Lease listed in Part B of Schedule 1.1(f), or any Other Contract related to any such Theater Lease, notwithstanding the designation of such Theater Lease or Other Contract as a Purchased Contract herein; *provided* that Purchaser shall not, as a result of such action, be entitled to any reduction of the Purchase Price. Upon delivery of such notice, any such Theater Lease or Other Contract specified by Purchaser shall no longer be a Purchased Contract and shall for all purposes become an Excluded Contract under this Agreement. At Purchaser's request, and at Purchaser's sole cost and expense, but in no event after thirty (30) days after the Closing Date, Sellers shall reasonably cooperate with Purchaser as reasonably requested (i) to allow Purchaser to enter into any amendments of any Purchased Contracts (including Designated Contracts) upon assumption of such Contract by Purchaser (and Sellers shall reasonably cooperate with Purchaser, to the extent reasonably requested by Purchaser, in negotiations with the counterparties thereof), and (ii) to otherwise amend any Purchased Contracts (including Designated Contracts) to the extent such amendments would not adversely affect any Seller or otherwise create any liability to any Seller; *provided* that Sellers shall not be required to enter into any such amendment if such

amendment would result in (i) an assumption by any Seller of such Purchased Contract unless such Contract will be contemporaneously assigned to Purchaser at the time of such assumption by any Seller.

- (c) Sellers shall use their respective reasonable efforts to obtain one or more Orders of the Bankruptcy Court, which Order(s) shall be in form and substance consistent with the applicable provisions of the Sale Order, and shall reflect the terms and conditions set forth herein, with respect to the sale, assumption, and assignment by Sellers to Purchaser of all Purchased Contracts. All Cure Costs shall be borne and paid by Purchaser. Sellers shall use their reasonable efforts to resolve or adjudicate any pending objections or disputes asserted by contract counterparties to the amount of the Cure Costs and shall use their reasonable efforts to assist the Purchaser in resolving or adjudicating any pending objections or disputes asserted by contract counterparties to adequate assurance objections.
- (d) If requested by Purchaser on or before the earlier of (a) one-hundred eighty (180) days after the Closing, (b) the dismissal of the Chapter 11 Cases; (c) the conversion of the Chapter 11 Cases to chapter 7; or (d) the effective date of any plan of reorganization or liquidation, Sellers shall file a motion with the Bankruptcy Court on regular notice seeking to assume and assign any Designated Contract to Purchaser.

## 2. Consideration.

2.1 Purchase Price. In consideration of the transfer of the Purchased Assets to Purchaser and the other undertakings set forth herein, the purchase price payable by Purchaser (the "**Purchase Price**"), shall be comprised of the following:

- (a) Credit Amount. Upon consummation of the Closing, the Debtors will receive an offsetting credit against the balances due under the DIP Facility, until paid in full, and the Pre-Petition Credit Facility in an aggregate amount equal to \$40,000,000.00 (the "**Credit Amount**"); and
- (b) Unencumbered Property. To the extent that any Purchased Assets constitute Unencumbered Property, as determined by a Final Order of the Bankruptcy Court, an amount in cash equal to the fair market value of such Unencumbered Property, as determined by a Final Order of the Bankruptcy Court; *provided* that such amount shall be offset and reduced on a dollar-for-dollar basis to the extent that the Pre-Petition Credit Parties hold a perfected first-priority security interest in the proceeds of such Unencumbered Property, as determined by such Final Order of the Bankruptcy Court. The net amount payable under this subsection (b) shall be payable in immediately available, good funds of the United States of America (funds delivered in this manner are referred to herein as "**Good Funds**") on the later of the Closing Date or the date that is three (3) Business Days after entry of such Final Order of the Bankruptcy Court

determining the amount, if any, due hereunder (such amount, the “*Cash Amount*”); and

- (c) Transaction Fees. Upon consummation of the Closing, an amount in cash equal to all transaction fees payable by Sellers to PJ Solomon Securities LLC (the “*PJS Fee*”) and Houlihan Lokey Capital, Inc. (the “*HL Fee*”) with respect to the Contemplated Transaction, said amount to be paid in Good Funds.

2.2 [Reserved.]

2.3 Assumed Liabilities. As additional consideration for the transfer of the Purchased Assets to Purchaser over and above the Purchase Price, effective as of the Closing Date, Purchaser shall assume the following Liabilities of Sellers related to the Purchased Assets or the Acquired Theaters (collectively, the “*Assumed Liabilities*”):

- (a) any obligation of Sellers to honor unexpired Gift Certificates that (i) remain outstanding as of the Closing Date, whether or not such Gift Certificates were issued prior to or after the Petition Date, and (ii) are presented for redemption of goods or services in person by a customer at an Acquired Theater in the ordinary course of business. Under no circumstance shall Purchaser have any obligation to redeem any Gift Certificate for cash. A historical summary of the Seller’s liabilities relating to Gift Certificates is listed on Schedule 2.3(a).
- (b) Liabilities arising out of the ownership or operation of the Purchased Assets after the Closing Date;
- (c) all Liabilities of Sellers under any Large Party Reservation relating to any Acquired Theater made with the payment of a Large Party Deposit at any time before the Closing Date and scheduled to be honored after the Closing Date;
- (d) all Liabilities of Sellers as of the Closing Date under Sellers’ customer membership/loyalty programs described in Schedule 2.3(d) hereto, to the extent that such Liabilities arise from the actual exercise by a customer, in person at an Acquired Theater, of any rights having accrued to such customer under such programs;
- (e) all environmental Liabilities arising from and after the Closing Date under federal, state and local law relating to or arising out of or in connection with the Purchased Assets or the Acquired Theaters;
- (f) accrued vacation, sick pay, and other paid time off of the Transferred Employees, as such amounts may change (increase or decrease) in the ordinary course of business pending the Closing Date;

- (g) all obligations to customers of Sellers for refunds, rebates, returns, discounts and the like incurred in the ordinary course of the Business of the Acquired Theaters prior to the Petition Date;
- (h) postpetition trade payables of Sellers that come due after the Closing, but only to the extent that (i) the same were incurred by Sellers in the ordinary course of business no more than forty-five (45) days prior to Closing, and (ii) the same cannot be paid from proceeds of the DIP Facility prior to Closing, and
- (i) Liabilities with respect to the Transferred Employees relating to employment, termination of employment or employment practices or workers' compensation insurance, in each case, solely to the extent arising out of or relating to the period after the Closing Date.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, other than the Assumed Liabilities, Purchaser shall not be obligated to assume or to perform or discharge any Liability of Sellers (such Liabilities not assumed by Purchaser, the "*Excluded Liabilities*"), which Excluded Liabilities for the avoidance of doubt shall include the following:

- (a) Bankruptcy Claims against or Liabilities of Sellers arising prior to the Closing except to the extent specifically included as Assumed Liabilities;
- (b) Bankruptcy Claims against Sellers arising under section 503(b)(9) of the Bankruptcy Code;
- (c) Bankruptcy Claims against or Liabilities of Sellers arising prior to the Closing under the Perishable Agricultural Commodities Act, 7 U.S.C. §499a *et seq.*, the Packers and Stockyards Act, 7 U.S.C. §181 *et seq.*, or their state law correlates;
- (d) Excluded Taxes;
- (e) all environmental Liabilities arising prior to the Closing Date under federal, state or local law relating to or arising out of or in connection with the Purchased Assets or the Acquired Theaters;
- (f) all Liabilities of Sellers arising from or relating to any litigation against any Seller or any of their respective Affiliates, or arising from or related to the Purchased Assets or the Assumed Liabilities, pending or threatened or with respect to facts or circumstances existing as of or prior to the Closing;
- (g) all Liabilities of Sellers arising from or related to the operation or condition of the Purchased Assets or the Assumed Liabilities prior to the Closing or arising from or relating to the operation of the Business prior to the Closing;

- (h) all Liabilities arising from or relating to any asset of any Seller or any of their respective Affiliates, whether arising prior to or after the Closing (other than post-Closing Liabilities related to Purchased Assets);
- (i) all Liabilities which Purchaser could become liable for as a result of or in connection with any “de facto merger” or “successor-in-interest” theories of liability, but only to the extent incurred by Sellers on or prior to the Closing;
- (j) any liabilities or obligations relating to or arising out of the Excluded Assets;
- (k) all Bankruptcy Claims and Liabilities of Sellers in respect of Indebtedness, including the DIP Financing and the Credit Facility (except to the extent of any Cure Costs under any Purchased Contracts);
- (l) all Liabilities of Sellers relating to legal services, accounting services, financial advisory services, investment banking services or any other institutional professional services (“*Professional Services*”) performed in connection with this Agreement and any of the transactions contemplated hereby, and any claims for such Professional Services, whether arising before or after the Petition Date;
- (m) all Liabilities arising out of or relating to the Company Benefit Plans or any other Seller benefit plan, and all Liabilities relating to accrued payroll, vacation, sick leave, and other compensated time off, in each case, including all administrative functions;
- (n) all Liabilities involving current or former employees, directors and individual independent contractors of the Business, including with respect to any wages, bonuses, commissions, independent contractor or agent payments, payroll, workers’ compensation, unemployment benefits, severance, change of control bonuses, success bonuses, stay or retention obligations (including under the Sellers’ key employee incentive and retention plans), or any other similar payments (including administrative functions), in each case, except to the extent included in the Assumed Liabilities; and
- (o) all other Liabilities of Sellers that are not expressly included in the Assumed Liabilities.

2.5 Payment of Cure Costs. Notwithstanding anything herein to the contrary, all Cure Costs shall be the responsibility of the Purchaser.

2.6 Utilities Transition. Before the Closing Date, Sellers and Purchaser shall make mutually satisfactory arrangements with respect to the transition of gas, water, electricity and other utilities at the Acquired Theaters (the “*Utilities*”); *provided,*

*however*, that to the extent any postpetition claims for Utilities services that come due after the Closing, such claims shall be the responsibility of the Purchaser.

2.7 Transitional Matters. From and after the Closing, Sellers shall retain full right and authority to use, enforce, pursue remedies and take actions with respect to any of the Excluded Assets.

(a) From and after the Closing, Purchaser will retain and make available to Sellers or any trustee or other bankruptcy estate representative and their respective representatives acting on behalf of Sellers' estates, during normal business hours and upon reasonable advance written notice to Purchaser and for a period of three (3) years following the Closing Date, the documents delivered by Sellers to Purchaser, if reasonably needed by Sellers for liquidation, winding up, Tax reporting or other proper purposes; *provided*, that Sellers will use reasonable efforts to retain copies of documents and the Parties otherwise will reasonably cooperate to minimize inconvenience to Purchaser. Further, during the same period, Purchaser shall reasonably promptly provide such reports as Sellers may reasonably request to facilitate Sellers' post-Closing activities for the purposes described above in this Section 2.7(a).

(b) Previously Omitted Contracts.

(i) If prior to or following the Closing it is discovered that a Contract material to the operation of the Purchased Assets was not previously disclosed to Purchaser (any such Contract, a "***Previously Omitted Contract***"), Sellers shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following such discovery), notify Purchaser in writing of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract. Purchaser shall, if so notified (or otherwise upon becoming aware of any Previously Omitted Contract and after having been notified of its Cure Costs, if any), thereafter deliver written notice to Sellers, no later than five (5) Business Days following such notification from Sellers, designating, in its sole discretion, such Previously Omitted Contract as "Assumed" or "Rejected" (a "***Previously Omitted Contract Designation***"). A Previously Omitted Contract designated in accordance with this Section 2.7(b)(i) as "Rejected," or with respect to which Purchaser fails to timely deliver a Previously Omitted Contract Designation, shall be an Excluded Contract. For the purposes of this Section 2.7(b)(i), a Contract shall have been disclosed to Purchaser if such Contract was available in the Sellers' data room prior to the Auction.

(ii) If Purchaser designates a Previously Omitted Contract as "Assumed" in accordance with Section 2.7(b)(i),

(A) Schedule Error! Reference source not found. shall be amended to include such Previously Omitted Contract and (B) Sellers shall file a motion with the Bankruptcy Court on regular notice seeking to assume and assign any Previously Omitted Contract to Purchaser (the “*Previously Omitted Contract Motion*”) on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Costs with respect to such Previously Omitted Contract and Sellers’ intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.7(b) with no adjustment to the Purchase Price. The Previously Omitted Contract Motion shall provide the counterparties to such Previously Omitted Contract notice as required under the Bankruptcy Code to object, in writing to the Sellers and Purchaser, to the Cure Cost and the assumption, assignment and sale of the Previously Omitted Contract. For the avoidance of doubt, (v) inability to obtain an assumption and assignment of any Previously Omitted Contract on or before the Closing Date shall not be a condition to Purchaser’s obligation to make the deliveries required of Purchaser at the Closing and otherwise consummate the Contemplated Transactions; (w) a Previously Omitted Contract that is fully assumed shall be deemed a Purchased Contract, (x) if Purchaser has not provided a written designation to assume any such Previously Omitted Contract in accordance with the foregoing, then such Previously Omitted Contract shall be deemed to be an Excluded Contract, (y) no prepetition Cure Costs shall be due or payable with respect to such Previously Omitted Contract until the permanent assumption thereof and (z) each such Contract that becomes a Purchased Contract pursuant to this Section 2.7 shall concurrently be deemed to have become a Purchased Asset.

- (iii) After the Closing and prior to notifying the Purchaser as set forth in Section 2.7(b)(i), Sellers shall not terminate, amend, supplement, modify or waive any rights under, cause a default under or create any Encumbrance with respect to, any Contract (other than a Contract that is an Excluded Asset), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed), unless Purchaser has provided notice to Sellers in writing designating such Contract for exclusion pursuant to this Section 2.7(b).
- (iv) Rejection of Excluded Contracts. Notwithstanding anything contained herein to the contrary, Sellers may, in their sole discretion and at any time, assume and assign, amend, terminate, or reject any Excluded Contract that is not directly related to an

Acquired Theater, including, but not limited to Film Distribution Contracts.

- (c) Purchaser, with the reasonable cooperation of the Sellers, shall use reasonable efforts to promptly (i) determine whether any filings or Consents are required under any applicable Law in connection with this Agreement and the Contemplated Transactions, (ii) make any such filings, furnish information required in connection therewith and seek to obtain timely any such Consents and (iii) resolve objections, if any, as may be asserted by any Governmental Body with respect to the Contemplated Transactions. If the assignment to Purchaser of any Purchased Contract pursuant to this Agreement is not permitted without the Consent of a third party and such restriction cannot be effectively overridden or canceled by the Sale Order or other related order of the Bankruptcy Court, the Parties will use reasonable efforts to obtain each such Consent prior to the Closing. If such Consent is not obtained by the Closing, each Seller will, with respect to each such Purchased Contract, from and after the Closing and until the earlier to occur of (x) the date on which such applicable Consent is obtained and (y) the date on which such Seller liquidates and ceases to exist, (A) not terminate, amend, supplement, modify or waive any rights under, or create any Encumbrance with respect to, any such Purchased Contract, or take any affirmative action not required by the terms thereof, without the prior written Consent of Purchaser (not to be unreasonably withheld or delayed) and (B) use reasonable efforts (subject to restrictions under Law) during the term of such Contract to (i) provide to Purchaser the benefits under such Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract in trust for Purchaser, pending receipt of the required Consent) designed to provide such benefits to Purchaser, and (iii) use reasonable efforts to enforce for the account of Purchaser any rights of such Seller under such Contract (including the right to elect to terminate such Contract in accordance with the terms thereof upon the written direction of Purchaser). Purchaser will cooperate with the applicable Sellers in order to enable Sellers to provide to Purchaser the benefits contemplated by this Section 2.7(c). Purchaser will pay any amount it would have been required to pay under any such Contract had the Contract been assigned (after obtaining the requisite Consent) to Purchaser at the Closing in accordance with this Agreement. For the avoidance of doubt, the efforts contemplated by this Section 2.7(c) shall not include any obligation by Sellers to pay money (advance or otherwise) to any third party or to incur out of pocket expenses unless Purchaser advances such amounts. Further, Sellers' inability, or failure to, assume and assign to Purchaser any Purchased Contract at Closing shall not be a basis for Purchaser to terminate this Agreement.
- (d) Notwithstanding the foregoing, nothing contained in this Section 2.7 or in any other provision of this Agreement shall require Purchaser to (or to

cause any of its Affiliates to) take or agree to take any action with respect to any Affiliate of Purchaser, including selling, divesting, conveying or otherwise limiting any freedom of action with respect to any of its or their assets, rights, products, licenses or businesses.

- 2.8 Purchase Price Allocation. Not later than thirty (30) days after the Closing Date, Purchaser shall prepare and deliver to Sellers for their review and consideration a schedule (the “*Allocation Schedule*”) allocating the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items) among the various assets comprising the Purchased Assets in accordance with Treasury Regulation 1.1060-1 (or any comparable provisions of state or local tax law) or any successor provision. If Sellers disagree with or raise objections to the Allocation Schedule, Purchaser and Sellers will negotiate in good faith to resolve such objections. If the Parties are able to agree upon the allocation of the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items), Purchaser and Sellers shall report and file all tax returns (including any amended tax returns and claims for refund) consistent with such mutually agreed Purchase Price allocation, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings). Purchaser and Sellers shall file or cause to be filed any and all forms (including U.S. Internal Revenue Service Form 8594), statements and schedules with respect to such allocation, including any required amendments to such forms. If, on the other hand, the Parties are unable mutually to agree upon the manner in which the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items) should be allocated, Purchaser and the Sellers shall be free to make their own respective allocations of the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items) for tax purposes. Notwithstanding any other provisions of this Agreement, if the parties mutually agree upon the allocation of the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items), the provisions of this Section 2.8 shall survive the Closing. Any allocation pursuant to this Section 2.8 shall be for tax purposes only and shall not be determinative of the value of any Purchased Asset.
- 2.9 Apportionment. Before the Closing Date, Sellers and Purchaser shall make mutually satisfactory arrangements with respect to, or take readings or other measurements of Utilities at the Acquired Theaters. On and as of the Closing, Sellers and Purchaser shall mutually determine (or, to the extent impractical, using the Parties’ best estimates as of the Closing Date), and Purchaser shall pay promptly to Sellers, the amount of any rebates under beverage and other supplier contracts relating to the Acquired Theaters, all Utilities, rent, common area expense, real estate taxes, and insurance arising out of or relating to the Acquired Theaters under the Theater Leases therefor which were paid by the Sellers in respect of any period following the Closing. As additional consideration for the transfer of the Purchased Assets to Purchaser, in addition to the Purchase Price, Purchaser shall pay to Sellers at the Closing an amount equal to the amount of all prepaid amounts (other than those for the current month prorated in accordance

with the above provisions of this Section 2.9) and deposits of Sellers held by any third party to the extent described in Section **Error! Reference source not found.** above.

2.10 Withholding. Purchaser shall be entitled to deduct and withhold from any payment due to the Sellers by Purchaser under this Agreement such amounts as Purchaser is required by Law to deduct and withhold with respect to the Contemplated Transactions. If amounts are so withheld or deducted and timely paid to the appropriate taxing authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Seller or such other Person in respect of which such deduction and withholding was made.

3. Closing Transactions.

3.1 Closing. The Closing of the Contemplated Transactions (the “**Closing**”) shall take place at 10:00 a.m. Eastern Standard time on or before the third (3<sup>rd</sup>) business day following the satisfaction or waiver by the appropriate Party of all the conditions contained in Section 4, or on such other date (no later than the Outside Date) as may be agreed to by the Parties hereto (the date on which the Closing occurs, hereinafter the “**Closing Date**”).

3.2 Sellers’ Deliveries to Purchaser at Closing. On the Closing Date, Sellers shall make the following deliveries to or for the benefit of Purchaser:

- (a) one or more Assignments and Assumption of Theater Lease substantially in the form attached as Exhibit “A” hereto, duly executed by the Sellers party to each thereof, with respect to the Theater Leases for the Acquired Theaters (the “**Assignments of Theater Leases**”);
- (b) an Assignment and Assumption of Leases and Contracts substantially in the form attached as Exhibit “B” hereto, duly executed by Sellers, pursuant to which Sellers’ interest in all Purchased Contracts (other than any Theater Leases and Previously Omitted Contracts) shall be assigned to Purchaser (the “**Assignment of Other Contracts**”);
- (c) an Assignment of Intangible Property Assets, duly executed by Sellers substantially, in the form attached as Exhibit “C” hereto, pursuant to which Sellers’ interest in all the Intangible Property Assets shall be assigned to Purchaser (the “**Assignment of Intangible Property Assets**”);
- (d) any tangible embodiments of the Intangible Property Assets;
- (e) a Bill of Sale and Assignment, substantially in the form attached as Exhibit “D” hereto, duly executed by Sellers, pursuant to which Sellers’ interest in any Purchased Assets not otherwise assigned at the Closing shall be assigned to Purchaser (the “**Bill of Sale**”);
- (f) the duly executed Management Agreement attached as Exhibit E;

- (g) a properly executed affidavit of non-foreign status, reasonably satisfactory to Purchaser, that complies with Section 1445 of the Code and Section 1.1445-2(b)(2) of the Treasury Regulations, with respect to each Seller (or, if any Seller is a disregarded entity for federal income tax purposes, the sole owner of such Seller as determined for federal income tax purposes);
- (h) the certificate contemplated by Section 4.1(a), duly-executed by Sellers;
- (i) deliver any such other documents, funds or other things reasonably requested by Purchaser or contemplated by this Agreement to be delivered by Sellers to Purchaser at the Closing; and
- (j) a copy of the Sale Order that is a Final Order, as entered by the Bankruptcy Court.

3.3 Purchaser's Deliveries to Sellers at Closing. On the Closing Date, Purchaser shall make the following deliveries to or for the benefit of Sellers:

- (a) pay, by wire transfer of Good Funds, and in addition to the Purchase Price, all Cure Costs to the parties to whom and pursuant to the terms by which the Bankruptcy Court directs such payments to be made under the Sale Order;
- (b) [Reserved.];
- (c) pay to, or as directed by, Sellers by wire transfer of Good Funds an amount equal to the PJS Fee and the HL Fee;
- (d) deliver the certificate contemplated by Section 4.1(a), duly executed by Purchaser;
- (e) deliver a counterpart of the Assignments of Theater Leases, duly executed by Purchaser;
- (f) deliver a counterpart of the Assignment of Other Contracts, duly executed by Purchaser;
- (g) deliver a counterpart of the Management Agreement, duly executed by Purchaser;
- (h) deliver an Assumption of Liabilities with respect to the Assumed Liabilities, substantially in the form attached as Exhibit "F" hereto, duly executed by Purchaser (the "*Assumption of Liabilities*");
- (i) deliver appropriate evidence of all necessary Entity action by Purchaser in connection with the Contemplated Transactions, specifically:
  - (i) resolutions duly adopted by Purchaser's general partner(s) approving

the Contemplated Transactions and authorizing the execution, delivery, and performance by Purchaser of this Agreement; and (ii) a certificate as to the incumbency of those officers of Purchaser executing this Agreement and any instrument or other document delivered in connection with the Contemplated Transactions; and

- (j) deliver any such other documents, funds or other things reasonably requested by Sellers or contemplated by this Agreement to be delivered by Purchaser to Sellers at the Closing.

3.4 Sales, Use and Other Taxes. Any and all sales, purchase, transfer, stamp, documentary stamp, use or similar taxes under the laws of the states in which any portion of the Purchased Assets is located, or any subdivision of any such state, or under any federal law or the laws or regulations of any federal agency or authority, which may be payable by reason of the sale or transfer of the Purchased Assets under this Agreement or the Contemplated Transactions shall be in addition to the Purchase Price and borne and paid by Purchaser. Sellers and Purchaser shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with taxes described in the immediately preceding sentence.

3.5 Possession and Risk of Loss.

- (a) Right to possession of the Purchased Assets shall transfer to Purchaser on the Closing Date. Sellers shall transfer and deliver to Purchaser on the Closing Date such keys, locks and safe combinations and other similar items as Purchaser may reasonably require to obtain occupation and control of the Purchased Assets, and shall also make available to Purchaser at their then existing locations the originals of all documents in Sellers' actual possession that are required to be transferred to Purchaser by this Agreement. The risk of loss of or damage or destruction to any of the Acquired Theaters to be conveyed to Purchaser under this Agreement shall be borne by Sellers to the time of Closing.
- (b) If on or prior to the Closing Date, all or part of any Acquired Theater (or shopping center wherein such Acquired Theater is located) is destroyed or damaged by fire, flood, earthquake, hurricane, or any other casualty, or if all or any part thereof is condemned, in whole or in part, by a Governmental Body (a "*Theater Casualty Event*" and such Theater affected by a Theater Casualty Event, a "*Damaged Theater*"), then Sellers shall, promptly, provide written notice thereof to Purchaser, and such notice shall include (i) a detailed description the relevant facts and circumstances of such Theater Casualty Event, (ii) copies of all insurance policies then in force relating to the applicable Theater affected by such Theater Casualty Event, and (iii) Sellers' initial good faith estimate of the cost and timing to repair such Theater Casualty Event and recommence normal theater operations at such location (the "*Casualty Estimate*"). If there is a Theater Casualty Event, Purchaser shall proceed to the Closing

in accordance with the terms of this Agreement and Sellers shall: (i) transfer and assign to Purchaser the Sellers' right, title and interest in and to all insurance proceeds or condemnation award and remit to Purchaser all sums Seller previously received by way of such proceeds or award resulting or to result from said Theater Casualty Event, including, but not limited to, entering into any "back-to-back" contractual arrangements to ensure all insurance proceeds or condemnation awards in respect of such Theater Casualty Event are actually received by Purchaser and (ii) take such actions as Purchaser reasonably requests (all at Purchaser's expense) to assist Purchaser in securing the insurance proceeds and condemnation awards resulting from the Theater Casualty Event (including, but not limited to, bringing claims under Sellers' applicable insurance policies). For the avoidance of doubt, Purchaser shall bear the cost of any required "deductible" amount relating to a Theater Casualty Event under any applicable insurance policy.

3.6 Closing Date. All actions to be taken on the Closing Date pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected. Unless provided otherwise herein or agreed otherwise in writing by the Parties, documents delivered at the Closing shall be dated as of the Closing Date.

4. Conditions Precedent to Closing.

4.1 Conditions to Sellers' Obligations. Sellers' obligation to make the deliveries required of Sellers at the Closing Date and otherwise consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions (unless such condition is waived by Sellers):

- (a) All of the representations and warranties of Purchaser contained herein shall continue to be true and correct at the Closing in all material respects (other than each such representation or warranty qualified by "materiality" which shall be true and correct in all respects), and Purchaser shall have performed or tendered performance in all material respects of each covenant on Purchaser's part to be performed which, by its terms, is required to be performed at or before the Closing, and Sellers shall have received a certificate by an officer of Purchaser, dated as of the Closing Date, to such effect and to the effect that each of the conditions precedent to the Closing set forth in Section 4.2 either have been satisfied or have been waived by Purchaser.
- (b) Purchaser shall have tendered delivery of all items required to be delivered by Purchaser under Section 3.3.
- (c) No action, suit or other proceedings that is not stayed by the Bankruptcy Court shall be pending before any Governmental Body seeking or

threatening to restrain or prohibit the consummation of the Contemplated Transactions, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any Governmental Body having appropriate jurisdiction.

- (d) The Bankruptcy Court shall have entered the Sale Order in accordance with Section 9 below and the Sale Order shall not have been reversed or stayed as of the Closing Date.

4.2 Conditions to Purchaser's Obligations. Purchaser's obligation to make the deliveries required of Purchaser at the Closing and otherwise consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions (unless such condition is waived by Purchaser):

- (a) All of the representations and warranties of Sellers contained herein shall continue to be true and correct at the Closing in all material respects (other than each such representation or warranty qualified by "materiality" which shall be true and correct in all respects), and Sellers shall have performed or tendered performance in all material respects each and every covenant on Sellers' part to be performed which, by its terms, is required to be performed at or before the Closing, and Purchaser shall have received a certificate by officers of Sellers, dated as of the Closing Date, to such effect and to the effect that each of the conditions precedent to Closing set forth in Section 4.1 either have been satisfied or have been waived by Sellers.
- (b) Sellers shall have tendered delivery of all items required to be delivered by Sellers under Section 3.2.
- (c) No action, suit or other proceedings that is not stayed by the Bankruptcy Court shall be pending before any Governmental Body seeking or threatening to restrain or prohibit the consummation of the Contemplated Transactions, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any Governmental Body having appropriate jurisdiction.
- (d) The Procedures Order shall not have been voided, reversed or vacated or subject to a stay.
- (e) The Sale Order (i) shall have become a Final Order and (ii) shall not have been amended, modified or supplemented in any way, subject only to immaterial clarifications, without Purchaser's prior written consent (*provided* that clause (ii) of this Section 4.2(e) shall be waived with respect to a particular amendment, modification or supplement if Purchaser does not exercise its right to terminate this Agreement pursuant

to Section 14.4(b) on or before the earlier of five (5) calendar days after such amendment, modification or supplement or the Outside Closing Date; *provided* that Purchaser shall have the right to terminate pursuant to Section 14.4(b) without any time restrictions if such amendment, modification or supplement occurred due to Sellers' breach of this Agreement.

- (f) The Bankruptcy Court shall not have entered an Order (i) appointing a trustee or examiner with expanded powers or (ii) dismissing the Chapter 11 Cases or converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code.
- (g) Purchaser shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of each Seller, certifying that no Theater Casualty Event shall have occurred on or prior to the Closing to the best of Sellers' Knowledge.

5. Sellers' Representations and Warranties.

Each of the Sellers (as to itself) hereby makes as of the Closing Date (or if made as of a specified date, as of such date) the following representations and warranties to Purchaser:

- 5.1 Organization. Each of the Sellers (i) is in good standing in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be in such good standing, as would not, individually or in the aggregate, have a material adverse effect and (ii) has all requisite entity power and authority to own, lease and, subject to the provisions of the Bankruptcy Code applicable to debtors in possession, to operate its properties, carry on the Business as now being conducted, and to enter into this Agreement and to consummate the Contemplated Transactions.
- 5.2 Validity and Enforceability. The execution, delivery and performance of this Agreement by each of the Sellers and the consummation by each of the Sellers of the Contemplated Transactions have been duly authorized by all requisite corporate or other organizational action. Subject to the entry and effectiveness of the Sale Order, this Agreement has been duly and validly executed and delivered by each of the Sellers and (assuming this Agreement constitutes a valid and binding agreement of Purchaser) constitutes a valid and binding agreement of each of the Sellers, enforceable against each of the Sellers in accordance with its terms, except as to the effect, if any, of the Standard Exceptions to Enforceability.
- 5.3 No Conflict; Consents.
  - (a) Except as set forth on Schedule 5.3, and subject to the entry of the Sale Order, neither the execution, delivery or performance of this Agreement by any of the Sellers, nor the consummation by any of the Sellers of the Contemplated Transactions, nor compliance by any of the Sellers with any

of the provisions hereof, (a) conflict with or result in any breach of the respective Organizational Documents of Sellers, (b) result in a violation or breach of, or constitute (with or without notice or lapse of time) a default or require any Consent (or give rise to any right of termination, cancellation, vesting, payment, exercise, acceleration, suspension or revocation) under, any of the terms, conditions or provisions of, any note, bond, mortgage, deed of trust, security interest, Business Permit (including Liquor Licenses) or Contract to which any of the Sellers is a party or by which any of the Business, Purchased Assets or Sellers' properties or assets may be subject, bound or affected, (c) violate any Legal Requirement applicable to the Sellers, the Sellers' properties or assets or the Business or the Purchased Assets, (d) result in the creation or imposition of any Encumbrance on any asset of the Sellers or the Business or the Purchased Assets, or (e) cause the suspension or revocation of any Business Permits or Liquor Licenses.

5.4 Contracts. Schedule 5.4 sets forth a complete list, as of the date hereof, of all material Contracts (including, without limitation, all Theater Leases) to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Purchased Assets. Purchaser has received true and complete copies of such material Contracts (including, without limitation, all Theater Leases) and any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date of this Agreement. Each material Contract is in full force and effect, and no party is in material breach of or material default under such Contract (other than for prepetition payment failures and otherwise as a result of the filing of the Chapter 11 Cases) and no material Contract requires prepayments, additional payments or increased payments by the Business as a result of the consummation of the Contemplated Transactions.

5.5 Real Property.

- (a) No Seller owns any real property, other than the leasehold interests in the Theater Leases.
- (b) Schedule 5.5 sets forth the address of each Theater (including each Theater Lease). Except as described on Schedule 5.5, (1) each Theater Lease referenced in the foregoing sentence is valid and enforceable in accordance with its terms and is in full force and effect, other than as a result of the commencement of the Chapter 11 Cases; (2) no default by any party to any lease or sublease for such Acquired Theater exists other than for payment failures set forth on Schedule 5.5 and except as to any "ipso facto" or other similar defaults negated by the Bankruptcy Code or the Sale Order; (3) there are no leases, subleases, licenses, concessions, options, or rights of first refusal to purchase or lease, or other agreements, written or oral, granting to any party or parties the right of use, occupancy or possession of any Acquired Theater referenced in the first sentence of

Schedule 5.5 or any portion thereof and there are no parties (other than Sellers) in possession of such Acquired Theaters or any portion thereof; (4) no security deposit or portion thereof deposited with such Theater Lease has been applied in respect of a breach or default under such Theater Lease which has not been redeposited in full; (5) [reserved]; (6) [reserved]; (7) [reserved]; (8) to the extent required by applicable Laws, Sellers hold current and valid certificates of occupancy for each Acquired Theater and there have been no renovations to any Acquired Theater or any other change in circumstances that would reasonably be expected to require the issuance of a new certificate of occupancy for any such buildings; (9) Seller has not received any written notice of existing, pending or threatened (i) condemnation proceedings affecting the Theater Leases, or (ii) zoning, building code or other moratorium proceedings, or similar matters which would reasonably be expected to materially and adversely affect the ability to operate the Acquired Theaters as currently operated; (10) neither the whole nor any material portion of any Theater Lease has been damaged or destroyed by fire or other casualty; and (11) Seller has not received any notification of any material violation as of the date hereof of any applicable health, fire, safety, zoning and building laws and ordinances for any of the Theater Leases.

- (c) Except as disclosed on Schedule 5.5 and subject to the Sale Order: (1) Sellers have not assigned, subleased, mortgaged, deeded in trust or otherwise transferred any lease interest therein, other than with respect to the Credit Facility or the DIP Financing; (2) the improvements on each Theater Lease have access to such sewer, water, gas, electric, telephone and other utilities as are necessary to allow the Business of Sellers operated thereon to be operated in the ordinary course of business of such Sellers as currently operated; and (3) the improvements located on each Theater Lease currently in operation are in sufficiently good condition (except for ordinary wear and tear) to allow the Business of Sellers operated thereon to be operated in the ordinary course of business of such Sellers as currently operated and all improvements and fixtures on Theater Lease conform to all applicable health, fire, safety, environmental, zoning and building laws and ordinances.

5.6 Title to Purchased Assets. Except as set forth on Schedule 5.6, Sellers have good, valid, marketable, and undivided title to and sole ownership of the Purchased Assets free and clear of all Encumbrances, other than Permitted Encumbrances, and, subject to entry of the Sale Order, Purchaser will be vested, to the maximum extent permitted by sections 363 and 365 of the Bankruptcy Code with good, valid, marketable, and undivided title to the Purchased Assets free and clear of all Adverse Interests, other than Permitted Encumbrances.

5.7 Permits. Each Seller holds and is, as of the date hereof, in all material respects, in compliance with all material Business Permits and Liquor Licenses of all Governmental Bodies required for the conduct of the Business, the ownership of

its properties and for construction occurring at the Theater Leases currently in operation and no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit. Schedule 5.7 sets forth a list of all such material Business Permits and Liquor Licenses including their respective issuance date and expiration date, and all such material Business Permits and Liquor Licenses are in full force and effect. All fees and charges with respect to such Business Permits and Liquor Licenses for the Theater Leases currently in operation that are due and payable as of the date hereof have been paid in full. No written notices have been received by any Seller alleging the failure to hold any material Business Permit or Liquor License for the operation of the Business.

5.8 Environmental Matters.

- (a) Sellers are, as of the date hereof, in compliance with all applicable Environmental Laws, except in any such case where the failure to be in compliance would not have a material adverse effect, and there are no Liabilities under any Environmental Laws with respect to the Business which are reasonably be expected to be material to the Business or the Purchased Assets, in each case, taken as a whole.
- (b) Sellers have obtained and possess all material Business Permits required under applicable Environmental Laws for the operation of the Business and are in material compliance with all terms and conditions of such Business Permits.
- (c) No Seller has received, within the three (3) years prior to the date hereof, any written notice of material violation of or notice of material liability arising under, Environmental Laws, the subject of which is unresolved.
- (d) There are no material Legal Proceedings pending or, to the Sellers' Knowledge, threatened, against Sellers pursuant to Environmental Laws.
- (e) No Seller is subject to any material judgment, Order or decree of any court or Governmental Body that is outstanding and was issued pursuant to Environmental Laws.

5.9 Litigation. Except for the pending Chapter 11 Cases and except as set forth in Schedule 5.9 hereto, there is no Legal Proceeding pending that, once the Sale Order is given effect, will result in any Liability on Purchaser or, to the Sellers' Knowledge, threatened against or affecting any of the Sellers that would likely result in the imposition of any material Liability on Purchaser or in respect of the Business or the Purchased Assets, nor is there any material judgment or Order of any Governmental Body outstanding against Sellers.

5.10 Employees and Employee Benefits.

- (a) Schedule 5.10(a) sets forth a complete and correct list of all material Company Benefit Plans. A “Company Benefit Plan” is an Employee Benefit Plan that is sponsored, maintained or contributed to by Sellers or any of their Affiliates for or on behalf of any current or former employees, directors, officers or individual independent contractors of the Business, or any Employee Benefit Plan with respect to which the Sellers or any their Affiliates thereof has any Liability in respect of any current or former employees, directors, officers or individual independent contractors of the Business, but excluding any statutory plans (each a “*Company Benefit Plan*” and, collectively, the “*Company Benefit Plans*”).
- (b) No Seller or any ERISA Affiliate maintains, sponsors, contributes to, has any obligation to contribute to, or has any Liability under or with respect to any plan subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA or any multiemployer plan (as defined in Section 3(37) of ERISA) subject to Title IV of ERISA. No Company Benefit Plan provides for post-retirement medical or life insurance.
- (c) Each Company Benefit Plan has been maintained, funded, and administered in all material respects in accordance with its terms and complies in form and in operation in all material respects with all applicable requirements of ERISA, the Code and other applicable Laws.
- (d) Sellers have delivered to Purchaser complete and correct copies of, as applicable, the current plan document and summary plan description, the most recent determination letter received from the IRS, and the most recent annual report (Form 5500, with all applicable attachments) with respect to each Company Benefit Plan.
- (e) The consummation of the transactions contemplated by this Agreement alone, or in combination with any other event (including, without limitation, a termination of any employee, officer, director, or stockholder of Sellers whether current, former or retired), will not give rise to any postpetition administrative liability under any Company Benefit Plan, including liability for severance pay, supplemental unemployment compensation, or termination pay, or accelerate the time of payment, funding or vesting or materially increase the amount of postpetition administrative compensation or benefits due to any employee, officer, director, or stockholder of Sellers or any of their Affiliates (whether current, former or retired) or their beneficiaries. No Seller has any indemnity or gross-up obligation for any Taxes imposed on any employee, officer, director or stockholder of Sellers or any of their Affiliates (whether current, former or retired) under Section 4999 or 409A of the Code.

- (f) Sellers have made available to the Purchaser a correct and complete list of each Business Employee as of the date hereof and, to the extent applicable, his or her respective (i) title, (ii) location, (iii) current base salary or hourly wage rate, (iv) date of hire or engagement, (v) employment classification (full-time or part-time and exempt or non-exempt), (vi) average hours worked per week in the preceding twelve (12) month period for each part-time Business Employee, (vii) 2019 bonus target, (viii) commission or fee arrangement and commissions, and (ix) annual vacation, sick leave and other paid time off allowance.
- (g) No Seller or Affiliate of any Seller is a party to or bound by any collective bargaining agreement applicable to Business Employees, nor is any such agreement presently being negotiated. To the Sellers' Knowledge, no campaigns are being conducted seeking to authorize representation of Business Employees by any labor union. No labor strike, material grievance, concerted slowdown, work stoppage, lockout or other material labor disruption is in effect or, to the Sellers' Knowledge, threatened. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Business, taken as a whole, as of April 1, 2019 and except as disclosed in Schedule 5.10(g), (i) there have been no Legal Proceedings by or on behalf of any current, former or prospective Business Employee pending or, to the Sellers' Knowledge, threatened in writing with respect to or relating to the employment practices of the Sellers, and (ii) with respect to Business Employees, the Sellers are and have been in compliance in all material respects with all applicable Laws relating to labor, employment and the termination thereof, including with respect to the classification of employees as exempt or non-exempt from overtime pay requirements, the proper classification of individuals as nonemployee contractors or consultants, and payments to any Business Employees for any wages, salaries, commissions, bonuses, vacation time, incentive payments or other direct compensation for any services performed by them to date.

5.11 Taxes.

- (a) Each Seller has filed or caused to be filed all income Tax Returns and other material Tax Returns that it was required to file (taking into account any valid extension of time to file), and all such filed Tax Returns were correct and complete in all respects. Except as set forth on Schedule 5.11(a), all material Taxes owed by Sellers and all Taxes with respect to the Business or the Purchased Assets (whether or not shown on any Tax Return) have been timely paid.
- (b) No written claim has been made by a Governmental Body in a jurisdiction where Sellers do not file Tax Returns with respect to the Purchased Assets such that Sellers or the Business is or may be subject to taxation by that jurisdiction.

- (c) There is no audit, dispute, claim or controversy concerning any Tax Liability or Tax Return of Sellers which relates to the Business or the Purchased Assets that is ongoing or that has been threatened in writing;
- (d) Each Seller has withheld and collected all material Taxes required to have been withheld and collected and has paid over to the proper taxing authority all such Taxes in a timely manner. With respect to the Business, each Seller has, collected all material sales and use taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate taxing authority, or has been furnished properly completed exemption certificates and has maintained all such records and supporting documents in the manner required by all applicable sales and use tax statutes and regulations; and
- (e) No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which relates to the Business or the Purchased Assets.

Notwithstanding anything in this Agreement to the contrary, (i) the representations in Section 5.11 are the sole representations or warranties made with respect to Taxes in this Agreement; and (ii) no representation or warranty is made with respect to the availability of any Tax attribute or the appropriateness of any Tax position in respect of Taxes.

5.12 Intellectual Property.

- (a) Schedule 5.12(a) sets forth a list of all Intellectual Property Assets that are registered or issued, in any jurisdiction, under the authority of any Governmental Body or domain name registrar, and all applications for such registration and issuance of Intellectual Property Assets, in each case that is owned or purported to be owned by Sellers.
- (b) No third party is currently infringing, misappropriating, or otherwise violating any of the Intellectual Property Assets and there are no claims that the operation of the Business or any of the Intellectual Property Assets are infringing, misappropriating, or otherwise violating any intellectual property rights of any third party, and there is no valid basis for any such claim.
- (c) All of the Trademark, Patent, Domain Name and Copyright registrations that are included in the Intellectual Property Assets are subsisting, and to the knowledge of the Sellers, valid and enforceable.
- (d) No third party has possession of, or any current or contingent right to access or possess any material proprietary source code included in the Purchased Assets; and no material proprietary source code included in the Purchased Assets is governed by or used or interacts with any “open

source” software or “open source” license in a manner that would require such source code to be licensed or made available to third parties.

5.13 Privacy and Cybersecurity.

- (a) The Sellers (with respect to the Business) are in compliance with their respective posted privacy policies and all applicable Laws and industry standards governing data and system security, privacy and the collection, use, processing, storage, distribution, transfer and/or disclosure of any personal information.
- (b) The Sellers (with respect to the Business) have taken commercially reasonable measures consistent with industry standards to maintain and protect the integrity, security, redundancy and continuous operation of their software and systems (and the data therein) and there has been no material breach, violation, corruption or outage of or unauthorized access to same.

5.14 Personal Property. All tangible personal property, including all machinery, equipment (including movie projectors), computers, mobile phones, fixtures, trade fixtures, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, office supplies, production supplies, spare parts, other miscellaneous supplies, and other tangible personal property of any kind owned by any Seller that is included within the Purchased Assets: (a) is in good working condition in all material respects, (b) is not materially damaged in any significant way (subject to normal wear and tear) and (c) is free and clear of Encumbrances.

5.15 Insurance. Schedule 5.15 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by any Seller and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the “Insurance Policies”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Sellers since December 31, 2018. Other than as set forth on Schedule 5.15, as of the date hereof, all Insurance Policies provide coverage for the Business (as it relates to the Acquired Theaters) for businesses of similar size in the industry and locale in which the Business (as it relates the Acquired Theaters) operates, are in full force and effect and no notice of cancellation or termination has been received by Sellers with respect to any such Insurance Policy. All premiums due and payable by Sellers or their Affiliates under any Insurance Policies prior to the date hereof have been duly paid. There are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

- 5.16 Goodwill and Prepaid Tickets. As of the date hereof, all unexpired, unredeemed and outstanding (a) tickets sold to consumers entitling the holder thereof to admission and (b) motion picture theater admission tickets, guest passes, complimentary passes, re-admission passes, private event certificates, Gift Certificates and other cards, passes and certificates which entitle such ticketholders to admission, food, beverages or other goods without any further consideration or at a discount are reflected on Schedule 2.3(a), and are appropriately reflected in the Financial Statements and managed in compliance with all applicable Laws.
- 5.17 Compliance with Laws. Except as set forth in Schedule 5.17, (x) Seller is, as of the date hereof, in compliance in all material respects with all Laws applicable to the conduct and operation of the Business as currently conducted and operated, or the ownership and use of the Purchased Assets and (y) there are not, as of the date hereof, any Legal Proceedings or other claims of any kind pending, or threatened in writing, alleging that Seller or any of its Affiliates failed to comply with Titles I and III of the Americans with Disabilities Act of 1990, as amended, from time to time, Public Law 101-336; 42 U.S.C. §§ 12101, et seq., or any similar applicable Law governing access for the disabled or handicapped, with respect to any theater.
- 5.18 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of any of the Sellers is, or will be, entitled to any commission or broker's or finder's fees from Purchaser in connection with the Contemplated Transactions; *provided, however*, the Sellers' investment banker, PJ Solomon, L.P. and/or its affiliate PJ Solomon Securities, LLC, shall seek the Bankruptcy Court's approval to receive a transaction fee in accordance with the terms of its retention application. .
- 5.19 Bankruptcy Notices. Sellers have served, as required by the Bankruptcy Code and the Federal Rules of the Bankruptcy Procedure, appropriate notice of the sale of the Purchased Assets to all Persons entitled to notice, including all counterparties to all Purchased Contracts that Sellers are or may seek the sale, assumption and assignment of such Purchased Contracts, all holders of record of Adverse Interests, and all applicable Governmental Bodies asserting claims in these cases.

6. Purchaser's Representations and Warranties.

In addition to the representations and warranties contained elsewhere in this Agreement, Purchaser hereby makes the following representations and warranties to Sellers as of the Closing Date (or if made as of a specified date, as of such date):

- 6.1 Organization. Purchaser is a corporation duly formed, validly existing and in good standing under the laws of Delaware. Purchaser has all requisite corporate power and authority to own, lease and operate its properties, execute and deliver this Agreement, and to perform its obligations hereunder and consummate the Contemplated Transactions.

- 6.2 Validity and Enforceability. This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser enforceable against it in accordance with its terms, except as may be limited by the Standard Exceptions to Enforceability.
- 6.3 No Conflict; Consents. The execution, delivery and performance of this Agreement and all writings relating hereto by Purchaser have been duly and validly authorized. The execution and delivery of this Agreement, the consummation of the Contemplated Transactions, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Purchaser do not and will not: (i) conflict with or result in a breach of the Organizational Documents of Purchaser; (ii) violate any Legal Requirement; (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Purchaser is a party or by which Purchaser or its assets or properties may be bound or (iv) require the Consent, notice or other action by any Person under any Contract or Permit to which a Purchaser is a party or by which Purchaser is bound.
- 6.4 Financial Resources. The Purchaser has the financial resources necessary to consummate the Contemplated Transactions upon the terms and conditions set forth in this Agreement, and such financial resources are not subject to any constraints, conditions or contingencies that could in any way materially affect the Purchaser's ability to consummate the Contemplated Transactions or perform hereunder.
- 6.5 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of Purchaser is, or will be, entitled to any commission or broker's or finder's fees from Sellers in connection with the Contemplated Transactions.
7. "AS IS" Transaction. Purchaser hereby acknowledges and agrees that, except only as expressly provided in Section 5 above, Sellers make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets (including, without limitation, income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of any tangible Purchased Assets, the environmental condition or other matter relating to the physical condition of any real property or improvements which are the subject of any Theater Lease, the zoning of any real property or improvements which are the subject of any Theater Lease, the value of the Purchased Assets (or any portion thereof), the transferability of the Purchased Assets or any portion thereof, the terms, amount, validity, collectability or enforceability of the Receivables or any Assumed Liabilities or Sellers' Contract, the merchantability or fitness of the Furniture and Equipment, the Inventory or any other portion of the Purchased Assets for any particular purpose, or any other matter or thing relating to the Purchased Assets or any portion thereof). Without in any way limiting the foregoing, Sellers hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets. Purchaser further acknowledges that Purchaser has conducted an independent inspection and investigation of the physical condition of all portions the Purchased Assets and all such

other matters relating to or affecting or comprising the Purchased Assets and/or the Assumed Liabilities as Purchaser deemed necessary or appropriate and that in proceeding with the Contemplated Transactions, Purchaser is doing so based solely upon such independent inspections and investigations. Accordingly, Purchaser will accept the Purchased Assets at the Closing “AS IS,” “WHERE IS” and “WITH ALL FAULTS.”

8. Covenants.

8.1 Liquor License Approvals.

Sellers shall use their reasonable efforts to cooperate with Purchaser in connection with Purchaser’s filings with any Governmental Body or any third party with respect to any of the Liquor Licenses and obtaining the necessary Consents pertaining to transfer of the Liquor Licenses or the issuance of new Liquor Licenses to Purchaser (“*Liquor License Approvals*”), including by entering into the Management Agreement with respect to one or more Acquired Theaters as requested by Purchaser.

8.2 Access to Premises. From the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with Article 14, the Sellers shall permit Purchaser and its representatives to have access (at reasonable times and upon reasonable notice) to representatives of the Sellers and to all premises, properties (including for the purposes of environmental inspection), books, records (including Tax records of the Sellers), Contracts, financial and operating data and other information and documents to the extent relating to the Business or any of the Purchased Assets, and to make such copies of such books, records, Contracts, data, information and documents as Purchaser or its representatives may reasonably request.

8.3 Adequate Assurance Regarding Purchased Contracts. With respect to each Purchased Contract and Theater Lease set forth on Schedule Error! Reference source not found., and if applicable, with respect to Designated Contracts that are assumed, Purchaser shall provide adequate assurance of the future performance of such Purchased Contract and Theater Lease by Purchaser as required by the Procedures Order, and Purchaser shall bear all risk associated with any failure by Purchaser to make such showing to the Bankruptcy Court’s satisfaction.

8.4 Personally Identifiable Information. Purchaser shall honor and observe any and all policies of Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals and otherwise comply with the requirements of section 363(b)(1)(A) of the Bankruptcy Code.

8.5 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Purchaser. There shall be no liability or obligation of Purchaser to any

Seller, to Sellers' creditors, or to others, growing out of or arising from the transfer by Sellers of the Purchased Assets to Purchaser under the provisions of this Agreement. The Parties intend that, pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Adverse Interests in the Acquired Assets, including any Adverse Interests arising out of the bulk transfer Laws, and the Parties shall use reasonable efforts to so provide in the Sale Order.

9. Bankruptcy Court Actions.

- 9.1 Sellers shall seek approval of the sale of the Purchased Assets to Purchaser on the terms and conditions set forth in this Agreement and substantially in the form attached hereto as Exhibit "G" (the "**Sale Order**"). Seller shall file the Sale Order with the Bankruptcy Court in accordance with the Procedures Order. Any material changes to the form of the Sale Order must be approved by Purchaser and Sellers in their respective sole discretion. In accordance with the Procedures Order, within 24 hours of the filing of the Sale Order, Purchaser shall send by overnight delivery to each non-debtor counterparty to a Purchased Contract (other than Previously Omitted Contracts) the financial and other commercial information to demonstrate adequate assurance of future performance of such Purchased Contracts.
- 9.2 (i) Purchaser and Sellers shall take all actions as may be reasonably necessary, and in accordance with the Procedures Order, to cause the Sale Order to be issued, entered and become a Final Order and (ii) Sellers shall use reasonable efforts to obtain the issuance and entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser in accordance with the Procedures Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.
- 9.3 [Reserved].
- 9.4 The Parties shall use reasonable efforts to consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Sale Order. Each Seller shall, to the extent practicable, promptly provide Purchaser and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that such Seller has in its possession (or receives) pertaining to the Sale Motion, or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to Purchaser and its counsel. No Seller shall seek any modification to the Sale Order by the Bankruptcy Court or any other Governmental Body of competent jurisdiction to which a decision relating to the Chapter 11 Cases has been appealed without the

prior written consent of Purchaser (not to be unreasonably withheld or delayed), to the extent such modification is adverse to the Purchaser.

9.5 [Reserved].

9.6 Notwithstanding anything expressed or implied herein to the contrary, other than in the ordinary course of the Business, Sellers shall not consent or agree to the allowance of any Bankruptcy Claim to the extent it would constitute an Assumed Liability without the prior written consent of Purchaser. Each Seller shall use reasonable efforts to cause the Sale Order to provide that Purchaser will have standing in the Chapter 11 Cases to object to the amount of any Bankruptcy Claim to the extent it would constitute an Assumed Liability and that the Bankruptcy Court will retain the right to hear and determine objections.

9.7 On September 13, 2019, the Bankruptcy Court entered an order (the “*Procedures Order*”) approving certain sale procedures and bidder protections with respect to the sale of the Business.

10. Reasonable Efforts.

Subject to the terms and conditions of this Agreement:

10.1 During the period prior to Closing, Sellers and Purchaser shall (a) use their reasonable efforts (i) to cause the conditions in Section 4 to be satisfied, (ii) to deliver or cause to be delivered at the Closing the items to be delivered by Sellers and Purchaser pursuant to Section 3.2 and Section 3.3, and (iii) to take all other actions to consummate the Contemplated Transactions, and (b) not take any action that will have the effect of unreasonably delaying, impairing or impeding the receipt of any authorizations, Consents, or Orders to be sought pursuant to this Agreement.

10.2 From and after the Closing, Sellers and Purchaser shall use reasonable efforts to deliver or cause to be delivered such additional documents and other papers and to take or cause to be taken such further actions as may be necessary, proper or advisable to make effective the Contemplated Transactions and to carry out the provisions hereof; *provided* that nothing herein shall require Sellers to execute any document or take any action that would (i) impose or involve obligations or Liabilities on Sellers over and above those imposed on Sellers by the other provisions of this Agreement, (ii) involve any cost or expense (individually or in the aggregate) that is not nominal in amount, or (iii) include joining or otherwise becoming a party to any action or proceeding of any kind.

10.3 From and after the Closing, Purchaser and Sellers shall use their reasonable efforts to cooperate in the transition of the Business from Sellers to Purchaser; *provided* that neither Party shall be required to expend other than nominal unreimbursed costs in providing such cooperation.

11. Conduct Pending Closing.

- 11.1 Except with the prior written consent of Purchaser, as otherwise contemplated or permitted by this Agreement or as required by the Bankruptcy Code, from the Effective Date until the Closing Date, Sellers shall, and shall cause each of their Affiliates to: (a) operate the Acquired Theaters in the ordinary course of business during the immediately preceding six (6) month period, but in all respects subject to the limitations provided by the DIP Financing, (b) comply with all Legal Requirements applicable to the operation of the Business and preserve its present Business organization, operations and franchise, and maintain in effect all Business Permits for the Acquired Theaters, (c) keep available the services of their directors, officers and employees (other than employees of non-Acquired Theaters), and (d) preserve the rights, franchises, goodwill and relationships of its Employees, customers, lenders, suppliers, regulators and others having relationships with the Acquired Theaters, in each of the foregoing cases, taking into account Sellers' status as debtors-in-possession, and subject to the limitations set forth in the DIP Order.
- 11.2 Sellers shall promptly inform Purchaser in writing of the occurrence or non-occurrence of any event actually known by Sellers that would cause any condition set forth in Section 4.2 not to be satisfied or the breach of any covenant hereunder by Sellers.
- 11.3 Each Party agrees that it will not make any public announcement or issue any press release or respond to any press inquiry with respect to this Agreement or the Contemplated Transactions without the prior approval of the other Party (which approval will not be unreasonably withheld), except as may be required (i) by any applicable Legal Requirement, or (ii) to administer the Chapter 11 Cases.
12. [Reserved.]
13. Employee Matters.
- 13.1 At least three (3) Business Days prior to the Closing, Purchaser shall offer (or cause an Affiliate to offer) to employ and each such employee shall have an opportunity to accept prior to Closing, (a) commencing immediately following the Closing, all Non-Corporate Employees, other than Inactive Business Employees, who remain employees of Sellers associated with an Acquired Theater immediately prior to the Closing and (b) commencing following the Closing (except as may otherwise be mutually agreed by the Parties), any Corporate Employees who remain employees of Sellers immediately prior to the Closing and who Purchaser selects for employment offers, in its sole discretion. With respect to any relevant Inactive Business Employee, to the extent required by applicable Law, the Purchaser shall, or shall cause one of its Affiliates to, make an offer of employment to each such individual on the earliest practicable date following the return of such individual to work with the Sellers, to be effective upon acceptance. Following the date hereof and while the Purchaser has outstanding obligations pursuant to this Section 13.1, the Sellers shall promptly notify the Purchaser of the occurrence of the end of any such leave of absence

with respect to any Inactive Business Employee. The Sellers shall retain all costs, expenses and Liabilities related to any Inactive Business Employee that arise out of or accrue as a result of an event or events that occur on, prior to or as of the date that any Inactive Business Employee commences employment with the Purchaser or an Affiliate thereof in accordance with the terms of this Agreement. Any Business Employee who receives and accepts an offer of employment after the Effective Date and becomes an employee of Purchaser or its Affiliate shall be collectively referred to as the “*Transferred Employees*”.

- 13.2 From the Closing and until the date that is ninety (90) days after the Closing, the Purchaser shall, or shall cause its Affiliates to, provide to each Transferred Employee, compensation and benefits which are substantially similar in all respects to the compensation and benefits provided to such Transferred Employee by Sellers to the extent each such Transferred Employee remains employed by Purchaser or its Affiliates during such period.
- 13.3 From the Effective Date until the Closing Date, Sellers may not materially alter the benefits, terms or conditions of employment for any Business Employee, and may not increase the salary or wages of Business Employees by more than 3% (a) in the aggregate or (b) with respect to any individual Business Employee. In addition, Sellers shall not (x) terminate the employment of any Business Employee who is a Corporate Employee (except for cause or as otherwise required by applicable Law), (y) increase the headcount of full-time, salaried Non-Corporate Employees by more than three percent (3%) or (z) hire any person or transfer any employee, in either case, so as to become a Business Employee who is a Corporate Employee (except as required by applicable Law or in replacement of a Business Employee whose employment with Sellers has been terminated).
- 13.4 Commencing on the first day of the first month following the Closing Date, applicable Transferred Employees shall be eligible to participate in the employee benefit plans or arrangements maintained by Purchaser (other than any equity or equity-based plans, defined benefit pension plans or plans providing post-employment medical health and welfare benefits). Purchaser shall give Transferred Employees full credit for purposes of eligibility and vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan, any plan providing post-employment medical health and welfare benefits or any equity or equity-based plan) under the employee benefit plans or arrangements maintained by the Purchaser in which such Transferred Employees participate for such Transferred Employees’ service with the Seller, to the extent credited under the Company Benefit Plans; provided, however, that in no event shall such credit result in the duplication of benefits or the funding thereof. With respect to any welfare benefit plans maintained by Purchaser for the benefit of Transferred Employees on and after the Closing Date, Purchaser shall cause there to be waived any eligibility requirements or pre-existing condition limitations.

- 13.5 Sellers shall retain all liabilities for (i) accrued ordinary course payroll coming due after the Closing Date attributable to any regular payroll period (including any portion thereof) preceding the Closing Date, and (ii) all liabilities for accrued but unpaid bonuses (including under the Sellers' key employee incentive and retention plans), in each case, accrued by Business Employees, regardless of whether such Business Employees become Transferred Employees.
- 13.6 Purchaser shall comply with applicable law with respect to its obligations under COBRA.
- 13.7 Sellers shall be solely liable for complying with the WARN Act and any and all comparable state law obligations (and for any failures to so comply), in any case, applicable to employees of Sellers who do not become Transferred Employees for any reason (including, for the avoidance of doubt, any employees of Sellers who do not accept and commence employment with Purchaser). Purchaser shall be solely liable for complying with the WARN Act and any and all comparable state law obligations (and for any failures to so comply), that become applicable to any Transferred Employees with respect to events occurring after the Closing Date. Purchaser shall be solely responsible for all Liabilities relating to or arising in connection with any termination of employment by Purchaser of any Transferred Employee after the Closing Date.
- 13.8 If a Transferred Employee was a participant in a Company Benefit Plan, the Company Benefit Plans shall be responsible for providing welfare benefits (including medical, hospital, vision, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Transferred Employees for all claims incurred prior to the Closing Date under and subject to the generally applicable terms and conditions of such plans. For purposes of this Section 13.8, a claim is incurred with respect to (i) accidental death and dismemberment, disability, life and other similar benefits when the event giving rise to such claim occurred and (ii) medical, hospital, vision, dental and other similar benefits when the services with respect to such claim are rendered.
- 13.9 One (1) Business Day prior to the Closing Date, to the extent permitted by applicable Law, the Sellers shall furnish Purchaser with true, accurate and complete copies of personnel and employment records for the applicable Transferred Employees.
- 13.10 The Sellers shall use commercially reasonable efforts to assist and cooperate with the Purchaser in order to effectuate the provisions of this Section 13, as reasonably requested by the Purchaser and at the sole cost and expense of the Purchaser.
- 13.11 The provisions of this Section 13 are solely for the benefit of the parties to this Agreement, and no current or former employee, director or independent contractor or any other individual associated therewith or any Person other than the parties to this Agreement shall be regarded for any purpose as a third-party

beneficiary of the Agreement. Nothing herein shall be construed as an amendment to any Company Benefit Plan or other employee benefit plan for any purpose. Nothing in this Section 13 shall be construed to (i) limit the right of the Purchaser or any of its Affiliates to amend or terminate any employee benefit plan, or require the Purchaser or any of its Affiliates to establish or maintain any specific employee benefit plan, (ii) require the Purchaser or any of its Subsidiaries to retain the employment of any particular Transferred Employee for any fixed period of time following the Closing Date, or (iii) create a right in any Transferred Employee to any particular term or condition of employment.

14. Termination.

14.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing Date by mutual written agreement of the Parties.

14.2 Termination by Either Purchaser or Sellers. This Agreement may be terminated at any time prior to the Closing Date by either Purchaser or Sellers if any Governmental Body shall have issued an Order permanently restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions and either (i) thirty (30) days shall have elapsed from the issuance of such Order and such Order has not been removed or vacated, or (ii) such Order shall have become a Final Order.

14.3 Termination by Sellers. This Agreement may be terminated at any time prior to the Closing Date by Sellers as follows:

- (a) if Sellers are not then in material breach of any provision of this Agreement and there has been a material breach by Purchaser of any of Purchaser's representations, warranties, covenants or agreements set forth herein, which breach would result in the failure of any condition specified in Section 4.1 to be satisfied at the Closing and which breach Purchaser has failed to cure on or before the earlier of (i) ten (10) days following its receipt of written notice thereof from Sellers or (ii) the Outside Date;
- (b) if any condition precedent of Sellers specified in Section 4.1 shall not have been satisfied or waived and shall have become impossible to satisfy, unless the failure of such condition to have been satisfied was caused primarily by a material breach by Sellers;
- (c) if the Sale Order does not become a Final Order by the Outside Date; or
- (d) if the Closing Date shall not have occurred on or before 5:00 p.m. Eastern Standard time on the Outside Date, but only to the extent the Closing has not occurred as of the Outside Date for reasons other than Sellers' failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied by a Seller prior to the Closing, including without limitation using all diligent and commercially

reasonable efforts to obtain approval of the Sale Order by the dates set forth herein.

14.4 Termination by Purchaser. This Agreement may be terminated at any time prior to the Closing Date by Purchaser as follows:

- (a) if (i) any Seller or any Affiliate of any Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable efforts to oppose any other Person in seeking, an Order of the Bankruptcy Court dismissing the Chapter 11 Cases or converting the Chapter 11 Cases to a petition for relief under Chapter 7 of the Bankruptcy Code, (ii) any Seller or any Affiliate of any Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable efforts to oppose any other Person in seeking, the entry of an Order by the Bankruptcy Court appointing a trustee in the Chapter 11 Cases or an examiner with enlarged powers relating to the operation of the Business, (iii) the Bankruptcy Court orders, for any reason, an Order of a type identified in clause (i) or (ii) above or (iv) the Bankruptcy Court enters an order pursuant to section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material Purchased Assets;
- (b) if (i) the Procedures Order is (A) amended, modified or supplemented without the Purchaser's prior written consent or (B) voided, reversed or vacated or is subject to a stay or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in any way without the Purchaser's prior written consent or (B) voided, reversed or vacated or is subject to a stay; *provided*, that with respect to a termination of this Agreement pursuant to clause (i)(A) or clause (i)(B) of this Section 14.4(b), Purchaser may exercise such termination right only within ten (10) Business Days of such amendment, modification or supplementation;
- (c) if the Sale Order does not become a Final Order by the Outside Date;
- (d) if Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach by Sellers of any of Sellers' representations, warranties, covenants or agreements, which breach would result in the failure of any condition specified in Section 4.2 to be satisfied at the Closing and, which breach Sellers have failed to cure on or before the earlier of (i) within ten (10) days following its receipt of written notice thereof from Purchaser or (ii) the Outside Date;
- (e) if the Bankruptcy Court enters any Order approving any Alternative Transaction or confirming any chapter 11 plan involving any Alternative Transaction; or

- (f) if the Closing Date shall not have occurred on or before 5:00 p.m. New York time on the Outside Date, but only to the extent the Closing has not occurred as of the Outside Date for reasons other than Purchaser's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied by it prior to the Closing.

- 14.5 Effect of Termination. In the event of termination by either Party of this Agreement pursuant to this Section 14, written notice thereof shall as promptly as practicable be given to the other Party and thereupon this Agreement shall terminate and the Contemplated Transactions shall be abandoned without further action by the Parties hereto. Upon termination of this Agreement, (a) except as otherwise provided in this Agreement, this Agreement shall cease to have any force or effect, (b) the Parties shall not have any liability to each other, except for fraud occurring on or before the date of such termination; *provided, however*, that if this Agreement is terminated by reason of (i) any material breach hereof by the non-terminating Party or (ii) any material non-compliance by the non-terminating Party with its obligations under this Agreement, which non-compliance shall have been the cause of the failure of one or more of the conditions to the terminating Party's obligations to effect the Contemplated Transactions to have been satisfied, the terminating Party's right to pursue any available remedies at law will survive such termination unimpaired, and (c) the Parties under this Agreement shall cease to have any further obligations under this Agreement except pursuant to Sections **Error! Reference source not found.**, 14.5, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 16.11, 16.12, 16.13, 16.14, 16.15, 16.16, 16.17, 16.18, 16.19 and 16.20 (as such obligations are affected by any defined terms contained herein relating thereto), and (d) all filings, applications and other submissions made pursuant to the Contemplated Transactions shall, to the extent practicable, be withdrawn from the government authority or person to which made.
- 14.6 Notification of Certain Events. Sellers shall give notice to Purchaser promptly upon becoming aware of any occurrence, or failure to occur, of any event, which occurrence or failure to occur has caused or could reasonably be expected to cause any condition to the obligations of Purchaser to effect the Contemplated Transactions not to be satisfied. If Sellers give Purchaser a notice pursuant to this Section 14.6, then Purchaser shall be permitted to terminate this Agreement pursuant to Section 13.5.
- 14.7 Obligations Not Discharged. The obligations of Sellers to return the Deposit to Purchaser as and when required under this Agreement, may not be discharged under Sections 1141 or 727 of the Bankruptcy Code or otherwise and may not be abandoned under Section 554 of the Bankruptcy Code or otherwise. The Deposit shall only constitute property of the Sellers' bankruptcy estates in the event that the Deposit is required to be released to in accordance with the terms of this Agreement.

15. Post-Closing Matters.

15.1 Further Conveyances and Assumptions.

- (a) From time to time following the Closing, Sellers shall make available to Purchaser, at sole cost and expense of Purchaser, such data in personnel records of Transferred Employees as is reasonably necessary for Purchaser to transition such employees into Purchaser's records.
- (b) From time to time following the Closing, Sellers and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each of the Sellers and its successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Contemplated Transactions. For the avoidance of all doubt, nothing herein shall require Sellers to execute any document or take any action that would (i) impose or involve obligations or Liabilities on Sellers over and above those imposed on Sellers by the other provisions of this Agreement, (ii) involve any cost or expense (individually or in the aggregate) that is not nominal in amount, or (iii) include joining or otherwise becoming a party to any action or proceeding of any kind.
- (c) At the Closing, to the extent necessary as determined by Sellers in their reasonable discretion, Sellers and Purchaser shall enter into a management agreement in a form to be negotiated prior to Closing that will allow Sellers to continue to operate the Theatres that do not constitute Acquired Theatres in the ordinary course of business or to dispose, sell, or liquidate the assets located there, for the sole purpose of maximizing the value of such assets and minimizing the impact of any liability for WARN Act or other reduction in force statutes.

- 15.2 Reasonable Access to Records and Certain Personnel. For a period of one (1) year following the Closing, (i) the Purchaser shall permit Sellers' counsel and other professionals and counsel for any successor to Sellers and their respective professionals (collectively, "***Permitted Access Parties***") reasonable access to the financial and other books and records relating to the Purchased Assets or the Business, which access shall include (x) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such documents and records as they may request in furtherance of the purposes described above, and (y) Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they may request, but only to the extent such Permitted Access Parties furnish Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access

Party reimburses the Purchaser for the reasonable costs and expenses thereof, and (ii) Purchaser shall provide the Permitted Access Parties (at no cost to the Permitted Access Parties) with reasonable access during regular business hours to assist Seller and the other Permitted Access Parties in their post-Closing activities (including, without limitation, preparation of tax returns), *provided* that such access does not unreasonably interfere with the Purchaser's business operations.

16. Miscellaneous.

16.1 Attorneys' Fees. In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, each Party in that action or proceeding shall bear its own attorneys' fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees).

16.2 Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by any Party to the other shall be deemed effected upon personal delivery in writing, one Business Day after being dispatched by reputable overnight courier (e.g., FedEx), postage prepaid, or in the case of delivery by facsimile, as of the date of facsimile transmission (with answer back confirmation of such transmission) or in the case of delivery by email, as of the date of the email transmission (with read-receipt enabled). Notices shall be addressed as set forth below, but each Party may change his address by written notice in accordance with this Section 16.2.

To Sellers:

iPic-Gold Class Entertainment, LLC  
433 Plaza Real, Suite 335  
Boca Raton, FL 33432  
Attn: General Counsel

With a copy to (which shall not constitute notice):

Pachulski Stang Ziehl & Jones LLP  
10100 Santa Monica Blvd., 13<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attn: Jeffrey N. Pomerantz  
Email: jpomerantz@pszjlaw.com  
Facsimile: (310) 201-0760

To Purchaser:

iPic Theaters, LLC  
c/o The Retirement Systems of Alabama  
201 South Union Street  
Montgomery, AL 36104  
Attn: M. Hunter Harrell  
Email: hunter.harrell@rsa-al.gov  
Facsimile: (334) 517-7099

With a copy to (which shall not constitute notice):

Burr & Forman LLP  
420 North 20th Street, Suite 3400  
Birmingham, AL 35203  
Attn: Jeff Baker  
Email: jrbaker@burr.com  
Facsimile: (205) 244-5601

- 16.3 Entire Agreement. This Agreement and the documents to be executed pursuant hereto contain the entire agreement between the Parties relating to the sale of the Business and supersede any prior understandings, agreements or representations (written or oral) by or among the Parties, with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the Party to be charged.
- 16.4 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the Parties hereto which expressly indicates the intention to modify, amend or supplement this Agreement.
- 16.5 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.
- 16.6 Captions. All captions, Section titles and headings contained in this Agreement and the Schedules are for convenience of reference only and shall be without substantive meaning or context of any kind whatsoever and shall not be construed to limit or extend the terms or conditions of this Agreement or the Schedules.
- 16.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy,

power or privilege; *provided, however*, that the Consent of a Party to the Closing shall constitute a waiver by such Party of any condition precedent to the Closing not satisfied as of the Closing.

- 16.8 Payment of Fees and Expenses. Except as provided in 15.1 above, each Party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the Contemplated Transactions.
- 16.9 Survival. The respective representations and warranties of Purchaser and Sellers under this Agreement shall lapse and cease to be of any further force or effect effective upon the Closing. Except as provided in the immediately preceding sentence, the covenants and agreements of Sellers and Purchaser herein, or in any certificates or other documents delivered prior to or at the Closing, shall not be deemed waived or otherwise affected by the Closing.
- 16.10 Assignments. This Agreement shall not be assigned by Sellers or Purchaser without the prior written consent of the other(s), *provided* that Purchaser may assign, in whole or in part, its rights under this Agreement to one or more of its Affiliates or to or for the benefit of, any lender committed to providing financing to Purchaser in connection with the acquisition of the Purchased Assets as collateral, which lender shall be permitted to exercise any or all of such rights to any purchaser, upon foreclosure or other exercise of remedies as to such collateral, *provided, further*, that Purchaser shall remain liable for all of Purchaser's obligations under this Agreement after any such assignment.
- 16.11 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and permitted assigns of the Parties hereto.
- 16.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the law of the State of Delaware applicable to contracts made and performed in such State.
- 16.13 Construction. In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.
- 16.14 CONSENT TO JURISDICTION. THE PARTIES AGREE THAT THE BANKRUPTCY COURT SHALL BE THE EXCLUSIVE FORUM FOR ENFORCEMENT OF THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS AND (ONLY FOR THE LIMITED PURPOSE OF SUCH ENFORCEMENT) SUBMIT TO THE JURISDICTION THEREOF; *PROVIDED* THAT IF THE BANKRUPTCY COURT DETERMINES THAT IT DOES NOT HAVE SUBJECT MATTER JURISDICTION OVER ANY ACTION OR

PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THEN EACH PARTY (A) AGREES THAT ALL SUCH ACTIONS OR PROCEEDINGS SHALL BE HEARD AND DETERMINED IN A FEDERAL COURT OF THE UNITED STATES SITTING IN THE CITY OF WILMINGTON, DELAWARE, (B) IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING, (C) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OR JURISDICTION OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT, AND (D) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 16.2 (*PROVIDED* THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW).

- 16.15 Counterparts. This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of facsimile or electronic pdf signature pages *provided* that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances.
- 16.16 Non-Recourse. No past, present or future stockholder, member, manager, director, officer, employee, or incorporator of Sellers or Purchaser shall have any liability for any obligation or liability of Sellers or Purchaser, as the case may be, under this Agreement or for any claim, counter-claim, cause of action or demand based on, in respect of, or by reason of, the Contemplated Transactions except for any claim against any individual based on the fraud or gross negligence of such individual in connection with any representations of Sellers or Purchaser hereunder, as the case may be.
- 16.17 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.
- 16.18 Interpretation and Rules of Construction. In this Agreement, except to the extent that the context otherwise requires:
- (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or a Schedule to, this Agreement unless otherwise indicated;
  - (b) the headings and captions used in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

- (c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;
- (d) the words “hereof,” “herein” and “hereunder” and works of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;
- (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;
- (g) any law defined or referred to herein or in any agreement or instrument that is referred to herein means such law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor laws;
- (h) references to a person are also to its permitted successors and assigns; and
- (i) the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

16.19 Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any person or entity other than the Parties hereto, and their respective permitted assigns.

16.20 Specific Performance. Except as otherwise expressly provided in this Agreement, it is understood and agreed by Purchaser and Sellers that money damages would be an insufficient remedy for any breach of this Agreement by Purchaser or Sellers and as a consequence thereof, after the entry of the Sale Order, each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring Purchaser or any of Sellers to comply promptly with any of its obligations hereunder.

16.21 Expiration of Representations and Warranties. The Parties’ representations and warranties set forth in Section 5 and Section 6 of this Agreement shall terminate and expire, and shall cease to be of any force or effect, following the Closing Date.

17. Definitions.

In addition to the other terms defined elsewhere in this Agreement, for the purposes of same, the following words and terms shall have the meaning set forth below (such meanings being equally applicable to both the singular and plural form of the terms defined). The exhibits and schedules referenced in this Section 17 and throughout the Agreement are deemed to be part of the Agreement and are incorporated herein by reference.

**“Acquired Theater”** means those Theaters which are operated at the premises leased pursuant to a Theater Lease identified as a Purchased Contract.

**“Adverse Interests”** means Encumbrances (other than Permitted Encumbrances), including any Encumbrances arising out of bulk transfer Law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including Successor or Transferee Liability (as such term is defined in the Sale Order).

**“Affiliate”** of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms “controlling” and “controlled by” have meanings correlative to the foregoing.

**“Agreement”** shall have the meaning provided for in the preamble.

**“Allocation Schedule”** shall have the meaning provided for in Section 2.8.

**“Alternative Transaction”** means any agreement or transaction involving (x)(i) the sale (in a single transaction or a series of transactions) of all or substantially all of the Purchased Assets or (ii) the issuance or sale (in a single transaction or a series of transactions) of all or substantially all of the equity interests, of Sellers or any of their successors, in each case, to any Person other than Purchaser or a designee of Purchaser, or (y) any other transaction, the consummation of which would prevent, impede or delay the consummation with Purchaser of the Contemplated Transactions.

**“AMC Claims”** means any Claims asserted in, or arising from, that certain action captioned *iPic-Gold Class Entertainment, LLC and iPic Texas, LLC v. AMC Entertainment Holdings, Inc., et al.*, originally pending in the 234<sup>th</sup> Judicial District Court of Harris County, Texas, Case No. 2015-68745 (Original), 01-17-00805-CV (Appeal).

**“Assignment of Intangible Property Assets”** shall have the meaning provided for in Section 3.2(c).

**“Assignment of Other Contracts”** shall have the meaning provided for in Section 3.2(b).

“*Assignments of Theater Leases*” shall have the meaning provided for in Section 3.2(a).

“*Assumed Liabilities*” shall have the meaning provided for in Section 2.3.

“*Assumption of Liabilities*” shall have the meaning provided for in Section 3.3(h).

“*Avoidance Actions*” means all preference or avoidance claims and actions of the Sellers, including, without limitation, any such claims and actions arising under sections 544, 547, 548, 549 and 550 of the Bankruptcy Code and any other affirmative Claim (as defined herein) of the Sellers against third parties, including, without limitation, any Claims arising under non-bankruptcy law.

“*Bankruptcy Claim*” means a “claim” as defined in section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

“*Bankruptcy Code*” shall have the meaning provided for in Recital B.

“*Bankruptcy Court*” shall have the meaning provided for in Recital B.

“*Bill of Sale*” shall have the meaning provided for in Section 3.2(e).

“*Business*” shall have the meaning provided for in Recital A.

“*Business Day*” means any day other than a Saturday or Sunday or a legal holiday on which banks in the State of Florida, State of New York or Mexico City, Mexico are closed.

“*Business Employees*” means those current employees of the Sellers or their Affiliates whose services primarily relate to the Business.

“*Business Permit*” means any business permit, license, certificate of occupancy, registration, certificate of public convenience and necessity, approval, easement, authorization or operating right owned, used, held or maintained by any Seller or issued or granted by any Governmental Body having jurisdiction over the Business, including, without limitation, any environmental permit.

“*Cash on Premises*” shall mean petty cash of Sellers physically located at any Acquired Theater, other than Excluded Cash on Premises.

“*Casualty Election Notice*” shall have the meaning provided for in Section 3.5(b).

“*Casualty Estimate*” shall have the meaning provided for in Section 3.5(b).

“*Chapter 11 Cases*” shall have the meaning provided for in Recital B.

“*Claim*” means a claim, cause of action, right of recovery, right of set-off, and right of recoupment of every kind and nature including but not limited to prepayments, warranties, guarantees, refunds and reimbursements.

“*Closing*” shall have the meaning provided for in Section 3.1.

“*Closing Date*” shall have the meaning provided for in Section 3.1.

“*COBRA*” shall mean the Consolidated Omnibus Reconciliation Act of 1985, as amended, and the rules and regulations promulgated thereunder.

“*Code*” means the United States Internal Revenue Code of 1986, as amended.

“*Company Benefit Plan*” shall have the meaning provided for in Section 5.10(a).

“*Compliance with Laws*” shall have the meaning provided for in Section 3.5(b).

“*Consent*” means any consent, approval, authorization, affirmative vote, waiver, agreement or license by, or report or notice to, any Person.

“*Contemplated Transactions*” shall have the meaning provided for in Recital C.

“*Contract*” means any executory contract or unexpired lease within the meaning of the Bankruptcy Code.

“*Copyright*” means all copyrightable works, and all United States and foreign registered copyrights and applications, registrations and renewals therefor, and any past, present or future claims or causes of actions arising out of or related to any infringement or misappropriation of any of the foregoing.

“*Corporate Employee*” means the Business Employees set forth on Schedule 17 hereto (each, a “*Corporate Employee*”).

“*Credit Facility*” means the prepetition Second Amended and Restated Master Loan and Security Agreement, dated as of February 1, 2018, by and among iPIC-Gold Class, as borrower, certain subsidiaries of the borrower, and each of the Employees’ Retirement System of Alabama and the Teachers’ Retirement System of Alabama, as such agreement may be amended, restated or otherwise modified from time to time.

“*Cure Costs*” means the amount required to be paid as a cure amount under Section 365 of the Bankruptcy Code so that Sellers may sell, assume and assign any Purchased Contract to Purchaser.

“*Damaged Theater*” shall have the meaning provided for in Section 3.5(b).

“*Deposit*” shall have the meaning provided for in Section **Error! Reference source not found.**

“*Designated Contracts*” means those Theater Leases and Other Contracts that have been designated by Purchaser for assumption and assignment to Purchaser by Sellers pursuant to Section **Error! Reference source not found.** and Section 2.7(b) with respect to which no notice has been delivered and filed with the Bankruptcy Court. For the avoidance of doubt, “Designated Contracts” shall not include any Theater Lease or other Executory Contract that is excluded pursuant to Section **Error! Reference source not found.**

***“Development Opportunities”*** shall have the meaning provided in Section **Error! Reference source not found.**(k).

***“DIP Facility”*** shall have the meaning provided in the DIP Order.

***“DIP Order”*** shall have the meaning provided in the Recital D.

***“Domain Name”*** means the internet domain names owned by Sellers, and all registrations, applications and renewals related to the foregoing.

***“Effective Date”*** shall have the meaning provided for in the preamble.

***“Employee Benefit Plan”*** means any “employee benefit plan” (as defined in Section 3(3) of ERISA) and any other benefit or compensation plan, program, agreement or arrangement.

***“Encumbrance”*** means any claim, lien, pledge, option, interest, charge, easement, Tax lien or assessment, security interest, put, call, right of first refusal, right of first offer, deed of trust, mortgage, hypothecation, contractual restriction, servitude, right-of-way, easement, encroachment, building or use restriction, conditional sales agreement, installment contract, finance lease involving substantially the same effect, security agreement, encumbrance or other right of third parties of any sort whatsoever, whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof, over any property, of any type, including real property, tangible property and intangible property including any “Lien” as defined in the Bankruptcy Code.

***“Entity”*** means any corporation (including any nonprofit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

***“Environmental Laws”*** means, as in effect on the Closing Date, all federal, state, and local Laws concerning pollution or protection of the environment.

***“ERISA”*** means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

***“ERISA Affiliate”*** means, with respect to any Seller, each corporation, trade or business that is, along with such Seller, part of the controlled group of corporations, trades or businesses under common control within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

***“Excluded Assets”*** shall have the meaning provided for in **Section Error! Reference source not found.**

***“Excluded Contract”*** means any Sellers’ Contract that is not a Purchased Contract.

***“Excluded Liability”*** shall have the meaning provided for in Section 2.4.

**“Excluded Cash on Premises”** means collectively any petty cash of Sellers solely to the extent located on any premises or at any location that is not an Acquired Theater.

**“Excluded Taxes”** mean any Liability or asset involving (i) Taxes or Tax refunds or credits of or relating to the Business, Purchased Assets or the Assumed Liabilities for any period of time (or portion thereof) ending on or prior to the Closing Date, (ii) Taxes or Tax refunds or credits of any Seller or any Subsidiary or other Affiliate of any Seller for any period, including as a result of being a member of a consolidated group, as a transferee or successor, by Law or otherwise, and (iii) payments required to be made, or refunds or credits to be applied, after the Closing Date under any Tax sharing, Tax indemnity, Tax allocation or similar contracts (whether written or not) to which the Sellers (including their Affiliates), Business or the Purchased Assets were obligated, or were a party, on or prior to the Closing Date.

**“Film Distribution Contract”** means any Contract or other agreement between the Sellers and a third party for the distribution of films.

**“Final Order”** means an Order of the Bankruptcy Court that has not been vacated, reversed, modified, amended, or stayed, and for which the time to further appeal or seek review or rehearing has expired with no appeal, review or rehearing having been filed or sought.

**“Furniture and Equipment”** means all furniture, fixtures, equipment and other personal property assets of the Sellers, wherever located, including all Leasehold Improvements, projection equipment, screens, theater seating, sound systems, speakers, acoustical panels, counters, cash registers, hoods, washers, disposal systems, service and concession equipment, ovens, grills, friers, refrigeration units, artwork, racks, stands, displays, counters, desks, chairs, tables, dispensers, and other furniture and furnishings, hardware, tools, small ware, computers, copiers, fax machines, telephone lines and numbers, and other telecommunication equipment, and miscellaneous office, store supplies, vehicles, machinery and all other items of tangible personal property. As used herein, the Furniture and Equipment does not include any tangible property held by the Sellers pursuant to a Contract where the underlying Contract relating to such property is not a Purchased Contract.

**“GAAP”** means generally accepted accounting principles in the United States as set forth in accounting rules and standards promulgated by the Financial Accounting Standards Board or any organization succeeding to any of its principal functions.

**“Gift Certificates”** means any gift certificates, gift cards, or food/beverage credits in respect of the Business, that are issued by a Seller and required to be honored by Sellers in the ordinary course of the Business.

**“Good Funds”** has the meaning set forth in Section **Error! Reference source not found.**

**“Governmental Body”** means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (d)

multinational organization or body; or (e) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

***“Inactive Business Employee”*** means a Business Employee who is not actively at work as of the Closing Date due to workers compensation, short term disability, long-term disability or any other approved continuous leave of absence (excluding paid-time off or other intermittent leave).

***“Indebtedness”*** means, without duplication: (a) obligations of the Business for borrowed money, whether current, short-term or long-term, or secured or unsecured; (b) obligations of the Business evidenced by bonds, notes, debentures or other similar instruments; (c) obligations of the Business under leases required to be capitalized under GAAP (other than any Purchased Contracts that are capitalized leases); (d) obligations secured by an Encumbrance existing on any property or asset owned by the Business; (e) reimbursement or other obligations of the Business relating to any amounts called or drawn under or against any performance bonds, letters of credit, bankers’ acceptances, surety or other bonds or similar instruments and similar facilities issued for the account of the Business; (f) obligations of the Business in respect of the deferred portion or installments of purchase price (including earn-out obligations) in connection with the acquisition of any business, assets, property or services; (g) obligations of the Business in respect of dividends or distributions declared but not paid; (h) accrued severance and the employer-paid portions of applicable federal, state or local payroll or employment Taxes associated therewith; (i) overdrafts; (j) any interest expense accrued but unpaid on or relating to any of the above indebtedness; (k) any legal, administrative or similar expense relating to any of the above indebtedness; or (l) any make-wholes, prepayment penalties and premiums, breakage costs and other related fees, costs or liabilities payable relating to any of the above indebtedness assuming discharge thereof at Closing.

***“Purchase Price”*** shall have the meaning provided for in Section Error! Reference source not found.

***“Insurance Policies”*** shall have the meaning provided for in Section 5.15.

***“Intangible Property Assets”*** means any Intellectual Property Assets or Other Intangible Property Assets owned, purported to be owned, or held by the Sellers. As used in this Agreement, Intangible Property Assets shall in all events exclude: (i) any materials containing information about employees (other than Transferred Employees), to the extent such disclosure is prohibited under applicable law, and (ii) any software or other item of intangible property held by the Sellers pursuant to a license or other Contract where Purchaser does not assume the underlying Contract relating to such intangible personal property at the Closing.

***“Intellectual Property Assets”*** means all intellectual property or other proprietary rights of Sellers of every kind throughout the world, both domestic and foreign, which, in each case, are related to the Business, including, without limitation, the name “iPic” and all forms of usage thereof or rights of use therein, all inventions and improvements thereon, Patents, Trademarks, Trademark Rights, Copyrights, Domain Names, Technology, Recipes and trade secrets.

**“Inventory”** means all food, all supplies, goods, finished goods, materials, raw materials, work in process, perishable inventory and stock in trade owned by any Seller, whether or not prepaid, and wherever located, held or owned, including all fresh and frozen foodstuffs, alcoholic beverages, non-alcoholic beverages, disposable paper goods (such as napkins and paper towels), soaps and detergents, condiments, retail merchandise, replacement and spare parts and fuels and other similar items owned and held by Sellers or used in connection with the Business wherever located.

**“Large Party Deposit”** means any cash deposit, prepayment, down-payment, or reservation fee made to the Sellers in connection with a Large Party Reservation which cash deposit, Large Party Reservation date and other details are described on Schedule 17 hereto.

**“Large Party Reservation”** means a reservation for space, food, beverage, and associated service for any party larger than 12 people at any Acquired Theater made with the payment of a Large Party Deposit at any time before the Closing Date and scheduled for a date and time after the Closing Date including, for example, a large family party or gathering, a corporate party or function, or a similar group function planned in advance.

**“Law”** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, judgment, decree, writ, injunction or other requirement or rule of law of any Governmental Body.

**“Leasehold Improvements”** means any leasehold improvements or appurtenances to such improvements (including, without limitation, buildings, structures, storage areas, driveways, walkways, planters, landscaping and parking areas).

**“Legal Proceeding”** means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

**“Legal Requirement”** means any applicable federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, notice requirement, guideline, Order, specification, determination, decision, opinion or interpretation issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

**“Liability”** means any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, loss, Tax, damage, deficiency, assessment, responsibility, guaranty or endorsement of any type whatsoever, whether accrued or unaccrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, asserted or unasserted, due or to become due, determined or determinable, choate or inchoate, secured or unsecured.

**“Liquor License”** means all liquor licenses (including, without limitation, beer and wine licenses) held or used by a Seller in connection with the Business.

**“Liquor License Approvals”** shall have the meaning provided for in Section 8.1.

**“Management Agreement”** means the agreement substantially in the form attached as Exhibit “E.”

**“Non-Corporate Employee”** means a Business Employee who is not a Corporate Employee.

**“Order”** means any judgment, decision, consent decree, writ, injunction, decree, stipulation, determination, award, ruling or order of any Governmental Body that is binding on any Person or its property under applicable law.

**“Organizational Documents”** means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement or limited liability agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Body in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

**“Other Contract”** means any Sellers’ Contract, other than the Theater Leases, to which any Seller is a party, or by which any Seller is bound, that relates to the Business and all outstanding purchase orders relating to the Business.

**“Other Intangible Property Assets”** means all intangible personal property (other than the Intellectual Property Assets) owned or held by Sellers, including, without limitation, (A) the books, records, files, invoices, documents and work papers pertaining to the Business; (B) proprietary information relating to the Business, including but not limited to catalogues, customer lists, supplier lists and mailing lists and other customer data bases, correspondence with present or prospective customers and suppliers, advertising materials, production data, customer complaints and inquiry files, marketing plans, creative materials, studies, data, reports, software programs, and telephone numbers identified with the Business; and (C) all goodwill of the Business (including all goodwill associated with the Intellectual Property Assets).

**“Outside Date”** means November 15, 2019.

**“Parties”** shall have the meaning provided for in the preamble.

**“Patent”** means the patents and patent applications owned by the Sellers in any jurisdiction, including, any continuations, divisionals, continuations in part, or reissues of patent applications and patents issuing thereon and any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

**“Permitted Access Parties”** shall have the meaning provided for in Section 15.2.

**“Permitted Encumbrances”** means each of the following Encumbrances: (i) Encumbrances for Taxes (a) not yet due and payable as of the Closing Date or (b) being contested in good faith in appropriate proceedings for which appropriate reserves have been established in accordance with GAAP; (ii) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting a Purchased Contract; (iii) any survey defects, existing easements, covenants, conditions, rights-of-way, restrictions and other encumbrances (other than monetary liens) and matters currently of record affecting title to the real property which, taken individually or as a whole, do not or would not impair the value, ownership, use or operations of such properties or assets for the purposes for which it is currently used in connection with the Business; and (iv) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property assets or the activities conducted thereon which are imposed by any Governmental Body having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business thereon.

**“Person”** means an individual, Entity or Governmental Body.

**“Petition Date”** means August 5, 2019.

**“Pre-Petition Credit Facility”** means the prepetition indebtedness of the Sellers evidenced and secured by the Pre-Petition Loan Documents.

**“Pre-Petition Credit Parties”** shall have the meaning provided in the DIP Order.

**“Pre-Petition Loan Documents”** shall have the meaning provided in the DIP Order.

**“Previously Omitted Contract”** shall have the meaning provided for in Section 2.7(b)

**“Previously Omitted Contract Designation”** shall have the meaning provided for in Section 2.7(b)(i)

**“Previously Omitted Contract Motion”** shall have the meaning provided for in Section 2.7(b)(ii)

**“Procedures Order”** shall have the meaning provided for in Section 9.28.

**“Purchase Price”** shall have the meaning provided for in Section **Error! Reference source not found.**

**“Purchased Assets”** shall have the meaning provided for in Section **Error! Reference source not found.**

**“Purchased Contract”** shall have the meaning provided for in Section **Error! Reference source not found.**

**“Purchaser”** shall have the meaning provided for in the preamble.

**“Purchaser Guarantor”** shall have the meaning provided for in the preamble.

**“Receivables”** shall have the meaning provided for in Section Error! Reference source not found.

**“Recipes”** means all of Sellers’ recipes, methods, procedures, cooking/preparation/mixing publications, guidelines, or standards, knowhow, ingredient lists, menus, price lists, nutritional, health, or dietary information, publications, or disclosures, and promotional or informational materials, in each case whether related to food, beverages (whether alcoholic or non-alcoholic), or otherwise (in each case, written or oral or in any other form whatsoever).

**“Sale Motion”** means a motion or motions served and filed by the Sellers in the Chapter 11 Cases requesting that the Bankruptcy Court schedule a hearing for entry of the Sale Order.

**“Sale Order”** shall have the meaning provided for in Section 9.1.

**“Sellers”** shall have the meaning provided for in the preamble.

**“Sellers’ Contract”** means any Contract (a) to which any of the Sellers is a party or by which any of the Sellers is bound and (b) that is related to the Business.

**“Sellers’ Knowledge”** or any other similar knowledge qualification, means the actual knowledge of Hamid Hashemi, Paul Safran, and Andre Loehrer, and the knowledge that each such person would have reasonably obtained after making due and appropriate inquiry with respect to the particular matter in question.

**“Standard Exceptions to Enforceability”** means any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

**“Subsidiary”** means, with respect to any Person, (a) any corporation of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation, is held, directly or indirectly by such Person and (b) any partnership or limited liability company of which (i) such Person is a general partner or managing member or (ii) such Person possesses a 50% or greater interest in the total capitalization or total income of such partnership or limited liability company.

**“Tax”** or **“Taxes”** means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, ad valorem, escheat, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

**“Tax Return”** means any return, declaration, report, claim for refund, transfer pricing report or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Technology**” means, collectively, all designs, formulae, software, algorithms, procedures, methods, techniques, know how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology.

“**Theaters**” shall have the meaning provided for in the Recitals.

“**Theater Casualty Event**” shall have the meaning provided for in Section 3.5(b).

“**Theater Leases**” means, individually and in the aggregate, any real property lease set forth on Schedule Error! Reference source not found. (as may be amended, modified, or supplemented from time to time in accordance with the terms hereto) to which any of the Sellers is a party and under which a Theater is the leased premises, together with all rights and interests of the Sellers relating thereto, whether held directly by the Sellers or indirectly through an agent or nominee (including but not limited to all security deposits, purchase options, renewal options, rights of first refusal, reconveyance rights and expansion rights, if any, fixtures, systems, equipment and items of personal property of the Sellers attached or appurtenant thereto, all buildings and improvements thereon or forming a part thereof and all easements, licenses, rights and appurtenances thereto and associated with such Theater Lease).

“**Trademark Rights**” means all common law rights in any jurisdiction in any trade names, corporate names, logos, slogans, designs, trade dress, and unregistered trademarks and service marks owned by Sellers, together with all translations, adaptations, derivations and combinations thereof, and the goodwill associated with any of the foregoing.

“**Trademarks**” means all trademark registrations and applications, in any jurisdiction, for trademark registration owned by Sellers, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, and any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

“**Transferred Employee**” shall have the meaning provided for in Section 13.1.

“**Unencumbered Property**” shall have the meaning provided in the DIP Order.

“**Utilities**” shall have the meaning provided for in Section 2.6.

“**WARN Act**” means the United States Worker Adjustment and Retraining Notification Act, and the rules and regulations promulgated thereunder, or any formulation of similar rights arising under applicable state law.

**[SIGNATURE PAGES FOLLOW;  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, Purchaser and Sellers have executed this Agreement as of the day and year first above written.

**PURCHASER:**

iPic Theaters, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SELLERS:**

iPic-Gold Class Entertainment, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

iPic Gold Class Holdings LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

iPic Media LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Delray Beach Holdings, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

iPic Texas, LLC Inc., a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SCHEDULES**

**[To be attached]**

**Exhibit "A"**

**ASSIGNMENT AND ASSUMPTION OF THEATER LEASE**

This Assignment and Assumption of Theater Lease (this "**Assignment**") made and entered into as of \_\_\_\_\_, 2019 by and between [*Insert name of applicable Seller*], each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (the "**Assignor**") and \_\_\_\_\_, a \_\_\_\_\_ (the "**Assignee**").

Assignors and Assignee acknowledge that:

A. Assignor is the tenant(s) of certain real property premises located at \_\_\_\_\_ (the "**Theater**") under that certain real property lease dated \_\_\_\_\_ between such Assignor, as lessee, and \_\_\_\_\_, as lessor (the "**Landlord**"), as amended \_\_\_\_\_ (as so amended, the "**Lease**").

B. Assignor and various Affiliates of Assignor, as Sellers, and Assignee, as Purchaser, have heretofore entered into that certain Asset Purchase Agreement dated \_\_\_\_\_, 2019 (the "**Purchase Agreement**"). Except for terms specifically defined herein, the capitalized terms used in this Assignment shall have the same meanings as capitalized terms used in the Purchase Agreement.

C. Concurrently with the mutual execution and delivery of this Assignment, Assignors and Assignee are consummating the Contemplated Transactions. Assignor and Assignee are executing and delivering this Assignment in satisfaction of certain obligations of Assignor and Purchaser pursuant to Sections 3.2 and 3.3 of the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which Assignor and Assignee hereby acknowledge, and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby sells, assigns and transfers to Assignee, all interest of Assignors, as tenant(s), in and to the Theater and the Lease, a copy of which Lease is attached hereto as **Exhibit "A."** Assignor makes no representations and warranties of any kind whatsoever with respect to the Lease.

2. **Assumption.** Assignee hereby accepts the foregoing assignment of the Lease, and does hereby assume the duties and obligations of tenant under the Lease, thereunder accruing from and after the Effective Date, and does hereby agree to be bound by and to perform or cause to be performed, as a direct obligation to Landlord, each and all of the terms, conditions, covenants and provisions to be done, kept and performed under such Lease accruing from and after the Effective Date, to the same extent as if Assignee had been an original party thereto.

3. **Assignee's Indemnification.** Assignee shall indemnify, defend (with counsel reasonably satisfactory to Assignors) and hold Assignors free, clear and harmless from and against any and all claims, demands, suits, causes of actions, penalties, liabilities, costs, fees and

expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs for the performance or nonperformance of Assignee's obligations under the Lease, which accrued from and after the Effective Date.

4. **Attorneys' Fees.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party therein all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees through all levels of appeal) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

5. **Amendments.** This Assignment may only be amended by a writing signed by both Assignor and Assignee.

6. **Delivery Pursuant to Purchase Agreement.** Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the exclusions set forth in Section **Error! Reference source not found.** of the Purchase Agreement, and the acknowledgement and disclaimer set forth in Section 7 thereof).

7. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware, without giving effect to the conflicts of laws provisions thereof.

8. **Counterparts.** This Assignment may be executed in separate counterparts, each of which shall be deemed to be an original, but both of which, taken together, shall be deemed one original document.

9. **Execution in Counterparts.** This Assignment may be executed in counterparts and delivered by the delivery of facsimile signatures; *provided, however*, that if the parties exchange facsimile signatures, each of them agrees to provide the other with a copy of this Assignment bearing their original signature as soon thereafter as possible.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**

\_\_\_\_\_, a  
\_\_\_\_\_,  
Chapter 11 Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF THEATER LEASE]***

**Exhibit "B"**

**ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS**

This Assignment and Assumption of Leases and Contracts (this "*Assignment*") is entered into as of \_\_\_\_\_, 2019, by and among \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (collectively, the "*Assignors*"), and \_\_\_\_\_, a \_\_\_\_\_ (the "*Assignee*").

Assignors and Assignee acknowledge that:

D. Assignors, as Sellers, and Assignee, as Purchaser, have heretofore entered into that certain Asset Purchase Agreement dated as of [\_\_\_\_\_], 2019 (the "*Purchase Agreement*"). Except for terms specifically defined herein, the capitalized terms used in this Assignment shall have the same meanings as capitalized terms used in the Purchase Agreement.

E. Concurrently with the mutual execution and delivery of this Assignment, Assignors and Assignee are consummating the Contemplated Transactions. Assignors and Assignee are executing and delivering this Assignment in satisfaction of certain obligations pursuant to Sections 3.2 and 3.3 of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which Assignors and Assignee hereby acknowledge, Assignors and Assignee hereby agree as follows:

1. Assignment. Effective as of the Closing Date, each of the Assignors hereby assigns to Assignee all of its respective right, title and interest in and to the those of the Purchased Contracts described on **Schedule 1** attached hereto and incorporated herein by this reference (collectively, the "*Assigned Contracts*").

2. Assumption. Effective as of the Closing Date, Assignee hereby accepts the foregoing assignment and assumes and agrees to be bound by the terms and provisions of the Assigned Contracts and to perform all of Assignors' obligations thereunder to be performed from and after the Closing Date as though Assignee had been the original contracting party thereunder.

3. Amendments. This Assignment may only be amended by a writing signed by both Assignors and Assignee.

4. Execution in Counterparts. This Assignment may be executed in counterparts and delivered by the delivery of facsimile signatures; *provided, however*, that if the Parties exchange facsimile or electronic pdf signatures, each of them agrees to provide the other with a copy of this Assignment bearing their original signature promptly thereafter.

5. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, Assignors and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement).

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the day and year first set forth above.

**ASSIGNOR:**

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[INSERT SIGNATURE BLOCKS FOR ALL APPLICABLE ASSIGNORS]**

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS]***

**Exhibit “C”**

**ASSIGNMENT OF INTANGIBLE PROPERTY**

\_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (collectively, the “*Assignors*”) are executing this Assignment of Intangible Property Assets (this “*Assignment*”) in favor of \_\_\_\_\_ (the “*Assignee*”), with respect to the following facts and circumstances:

F. Assignors and Assignee have heretofore entered into that certain Asset Purchase Agreement dated as of [\_\_\_\_\_], 2019 (the “*Purchase Agreement*”). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Purchase Agreement.

G. Concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transactions contemplated by the Purchase Agreement. Pursuant to the Purchase Agreement, Assignors are required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignors hereby expressly acknowledge, each of the Assignors hereby assigns, conveys, transfers, delivers and sets over unto Assignee, all of its respective right, title and interest, if any, in and to all Intangible Property Assets.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignors and Assignee.

Notwithstanding anything to the contrary herein, Assignors are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement).

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**ASSIGNORS:**

\_\_\_\_\_, a  
\_\_\_\_\_ and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_, a  
\_\_\_\_\_ and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[INSERT SIGNATURE BLOCKS FOR ALL APPLICABLE ASSIGNORS]

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE PROPERTY]***

**Exhibit “D”**

**BILL OF SALE AND ASSIGNMENT**

Reference is hereby made to that certain Asset Purchase Agreement, dated \_\_\_\_\_, 2019 (the “*Purchase Agreement*”), by and among \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (collectively, the “*Sellers*”) and \_\_\_\_\_, a \_\_\_\_\_ (the “*Purchaser*”). Except for terms specifically defined in this Bill of Sale and Assignment, all capitalized terms used in herein shall have the same meanings as such terms have when utilized in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which Sellers hereby expressly acknowledge, each of the Sellers hereby sells, transfers, assigns and delivers to Purchaser all of its respective right, title and interest in and to the Purchased Assets.

Notwithstanding anything to the contrary herein, Sellers are executing and delivering this Bill of Sale and Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement).

**IN WITNESS WHEREOF**, Sellers have caused this Bill of Sale and Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**SELLERS:**

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[INSERT SIGNATURE BLOCKS FOR ALL APPLICABLE ASSIGNORS]**

***[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT]***

**EXHIBIT “E”**

**Form of Management Agreement**

**[To Be Attached]**

**Exhibit "F"**

**ASSUMPTION AGREEMENT**

This Assumption Agreement (this "***Assumption***") is entered into as of this \_\_\_\_ day of [\_\_\_\_], 2019, by \_\_\_\_\_, a \_\_\_\_\_ (the "***Purchaser***") in favor of \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing (other than Purchaser) being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (the "***Sellers***"). This Assumption is entered into with respect to the following facts and circumstances:

H. Sellers and Purchaser have heretofore entered into that certain Asset Purchase Agreement dated [\_\_\_\_], 2019 (the "***Purchase Agreement***"). Except for terms specifically defined herein, the capitalized terms used in this Assumption shall have the same meanings as capitalized terms used in the Purchase Agreement.

I. Concurrently with the execution and delivery of this Assumption, Purchaser and Sellers are consummating the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which Purchaser hereby acknowledges, Purchaser hereby agrees as follows:

7. Assumption. Effective as of the Closing Date, Purchaser hereby assumes and agrees to perform all of the Assumed Liabilities in accordance with their terms as expressed in the Purchase Agreement.

8. Amendments. This Assumption may only be amended by a writing signed by both Purchaser and Sellers.

9. Governing Law. This Assumption shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

10. Execution in Counterparts. This Assumption may be executed in counterparts and delivered by the delivery of facsimile signatures; *provided, however*, that if the Parties exchange facsimile or electronic pdf signatures, each of them agrees to provide the other with a copy of this Assumption bearing their original signature promptly thereafter.

IN WITNESS WHEREOF, Purchaser has executed this Assumption Agreement as of the day and year first set forth above.

**PURCHASER:**

\_\_\_\_\_,  
a \_\_\_\_\_,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[SIGNATURE PAGE TO ASSUMPTION AGREEMENT]**

**Exhibit “G”**

**Form of Sale Order**

**[To Be Attached]**

**Schedule 1.1(a)****Consigned Artwork**

SITE	ARTIST	ARTWORK NAME
Dobbs Ferry	Li Hill	Swallow's Nest
North Miami	Mike Stilkey	A Dance With the Bear
North Miami	Mike Stilkey	Disagreement With Piano
North Miami	Mike Stilkey	Flowers
North Miami	Mike Stilkey	He Was Gone with a Blessing on his Lips
North Miami	Mike Stilkey	Irritated by Hypnotist
North Miami	Mike Stilkey	Man Envious of Bear's Talent
North Miami	Mike Stilkey	No Place Like Home
North Miami	Mike Stilkey	One Day Life Came, Rain Sang All Day
North Miami	Mike Stilkey	Surfing the Black Sea
North Miami	Mike Stilkey	Each Coming Night
North Miami	Mike Stilkey	The Wrong Side of the Saw
North Miami	Mike Stilkey	Thoughts of Words, Caring Nothing for their Meaning
Houston	Mike Stilkey	Inconsistent and Reckless Luxury
Houston	Mike Stilkey	It's Just Another Day
Houston	Mike Stilkey	The Psychology of Adult Play
Houston	Mike Stilkey	Trespassing on your Patients
Houston	Mike Stilkey	The Wonderful Lightness of Being
Fulton	Mike Stilkey	Promenade at Theater #4
Fulton	Mike Stilkey	Promenade at right of theater #5
Fulton	Mike Stilkey	Bar Dining
Fulton	Mike Stilkey	Lobby 200
Fulton	Mike Stilkey	Gallery 211
Fulton	Mike Stilkey	Gallery 211
Fulton	Mike Stilkey	Lobby 200
Fulton	Mike Stilkey	Hallyway
Fulton	Mike Stilkey	Hallway
Fulton	Mike Stilkey	No Masse
Fulton	Mike Stilkey	Cut Off
Fulton	Mike Stilkey	King of the Castle
Fulton	Mike Stilkey	A nostalgic Afternoon
Fulton	Peter Tunney	All artwork at Green Room - PT Private Collection

**Schedule 1.1(b)**

**Jurisdictions Prohibiting Transfer of Title to Alcoholic Beverage Inventories**

- New York
- Texas
- Washington

**Schedule 1.1(e)**

**Intangible Property Assets**

Schedules 1.1(g)(i) and 5.12(a) are fully incorporated herein by reference.

**Schedule 1.1(f)**

**Theater Leases and Other Contracts Constituting Purchased Contracts**

I. Theater Leases

Part A - The following Theater Leases set forth in Section I of Schedule 5.5 hereto are incorporated by reference:

- No. 2 CA - One Colorado (Pasadena)
- No. 3 CA – Westwood
- No. 4 FL – Mizner Park
- No. 5 FL – Intracoastal
- No. 9 MD – Pike & Rose
- No. 11 NY – Fulton Market
- No. 15 TX – River Oaks District
- No. 16 WA – Redmond Town Centre

Part B - The following Theater Leases set forth in Section I of Schedule 5.5 hereto are incorporated by reference:

- No. 6 FL – Delray Beach
- No. 7 IL – Bolingbrook
- No. 8 IL – South Barrington
- No. 10. NJ – Fort Lee
- No. 13 TX – Austin
- No. 14 TX - Fairview

Part B - The following Theater Leases set forth in Section II of Schedule 5.5 hereto are incorporated by reference:

- No. 2 - Colony (Atlanta)

II. Other Contracts

Part A - The following Office Leases set forth in Section IV of Schedule 5.5 hereto are incorporated by reference:

- No. 2 FL – Boca Raton Corporate Office Lease

Part B - The executory contracts listed below, which list also includes the Theater Leases listed under item I above for purposes of specifying estimated Cure Costs. Cure Costs under contracts highlighted in yellow are subject to ongoing discussions as to amount.

Schedule 1.1(f)<sup>1</sup>

#	Contract / Lease Party	Contract / Lease Title	Cure Amount	Accept / Reject
1	A+ Beverage Solutions	Delray Beach - Theater - Furnish And Install Beverage System - Contract: #0906-130-Ffe-R1	\$16,150	Accept
5	Abt Owner 1, L.P.	South Barrington, Il - Lease Dated 06.12.07, As Amended	\$120,098	Accept
8	Adp, Llc	Agreement	\$0	Accept
9	Airgas Usa, Llc	Product Sale Agreement	\$0	Accept
10	Alertlogic, Inc.	Master Services Agreement	\$0	Accept
11	Alsco	Contract	\$0	Accept
13	American Express Company	Acceptance Agreement	\$5,554	Accept
14	American Express Company	Merchant Marketing Program	\$0	Accept
17	Amiratti Coffee	Contract	\$0	Accept
20	At&T Corp.	Master Agreement	\$0	Accept
22	Avco Center Corporation	Westwood, Ca - Building Lease Dated 07.11.12, As Amended	\$130,097	Accept
23	Avirom & Associates, Inc.	Delray Beach - Rooftop - Land Surveying Services - Contract: Contract	\$0	Accept
25	Be Found Online	Service Level Agreement	\$0	Accept
28	Bpp East Union Llc	Pasadena, Ca - Notice	\$114,150	Accept
41	Captiveaire System	Colony Square - Furnish Hoods & Fire System - Contract: #1001-105-Ffe	\$0	Accept

<sup>1</sup> Contracts marked "TBD" have not been designated for assumption or rejection as of the date hereof.

43	Cbs Films	Master License Agreement Cbs Films Dated 01.04.10	TBD	TBD
52	Coast Workplace Solutions	Contract	\$0	Accept
53	Coastal Compaction	Contract	\$0	Accept
54	Coca Cola	Beverage Marketing Agreement	\$0	Accept
55	Coca-Cola Foodservice	Beverage Marketing Agreements Dated 10.12.11 And 09.21.17	\$0	Accept
61	Crocker Downtown Development Assoc/ Brookfield Property	Boca Raton, Fl Corporate Office - Florida Office Lease Minzer Office Plaza Dated 08.19.11, As Amended	\$54,166	Accept
62	Crocker Downtown Development Assoc/ Brookfield Property	Boca Raton, Fl - Building Lease Dated 08.11.11	\$25,741	Accept
64	Danone Waters Of America, Inc.	National Agreement	\$0	Accept
66	Db + Partners, Llc	Marketing Agreement	\$0	Accept
67	Db + Partners, Llc	Marketing Agreement Dated 06.07.19	\$0	Accept
70	Dezer Intracoastal Mall Llc	North Miami Beach, Fl - Theatre And Restaurant Lease Dated 08.27.14, As Amended	\$104,756	Accept
72	Directv	Contract	\$7,336	Accept
74	Dri Klean Sold Care	Contract	\$0	Accept
76	Ecolab Inc.	Product And Services Supply Agreement	\$0	Accept
81	Embedded Processors Design, Inc. Dba Epd, Inc.	Irvine, Ca - Furnish Auditorium Seating Call Buttons - Contract: #0504-109-Ffe	\$0	Accept
88	Excell Auto Group	Cinema Advertising Insertion Order	\$0	Accept
90	Federal Realty Investment Trust	North Bethesda, Md - Lease Agreement Dated 02.03.14	\$179,982	Accept
92	Fintech	Retailer Program Enrollment	\$621	Accept

96	G&I Vii Redmond Retail Holdings, Lp	Redmond, Wa - Lease Agreement Dated 01.16.08, As Amended	\$58,289	Accept
100	Grande Communications	Telecommunications Services Agreement	\$876	Accept
107	Helget Gas	Contract	\$0	Accept
109	Honeywell Notifier	Contract	\$0	Accept
111	Hotschedules	Master Customer Agreement	\$0	Accept
129	Imperial Parking	Contract	\$49,135	Accept
137	Jcw Consulting, Llc	Independent Contractor Agreement Dated 02.01.19	\$0	Accept
138	Jm Auto	Advertising Agreement	\$0	Accept
140	Joanne Centrino	Independent Contractor Agreement	\$0	Accept
145	Konica Minolta	Premier Advnatage Agreement	\$0	Accept
152	Lavazza Premium Coffees Corp.	National Supplier Agreement	\$0	Accept
159	Lions Gate Films Inc.	Theatrical License Agreement Dated 11.21.07	TBD	TBD
161	Lva4 Atlanta Colony Square, L.P.	Atlanta, Ga - Lease Agreement Dated 02.22.18	\$32,482	Accept
163	Marketing Performance Group	Media Services Agreement	\$0	Accept
164	Marketing Performance Group, Inc	Letter Of Agreement Dated 05.20.19	\$0	Accept
166	Metro Linen Supply, Inc.	Linen Rental Agreement	\$0	Accept
167	Metrodial	Contract	\$0	Accept
175	Nuco2	Contract	\$1,508	Accept
177	Omb Houston Lp	Lease Dated 10.19.12, As Amended	\$31,179	Accept
181	Open Table	Contract	\$0	Accept

183	Opentable, Inc.	Client Agreement	\$4,637	Accept
188	Padilla'S King Cleaning	Janitorial Services Agreement	\$0	Accept
190	Paramount Pictures Corporation	Master License Agreements	TBD	TBD
195	Pearson Management Group	Delray Beach - Theater - Rsa Progress Reporting - Contract: #0906-128-Const	\$0	Accept
207	Restaurant Design International, Inc.	Delray Beach - Rooftop - Kitchen Equipment Design Consultant - Contract: #0906-301-Const	\$0	Accept
208	Restaurant Design International, Inc.	Irvine, Ca - Kitchen Equipment Design Consultant - Contract: #0504-101-Const	\$0	Accept
210	Rml Distribution Comestic, Llc DbA Rela	Master License Agreement	TBD	TBD
223	Service Linen Supply	Contract	\$17,710	Accept
231	Sof-ix Pb Owner, L.P.	Bolingbrook, Il - Cinema Lease Dated 01.07.08, As Amended	\$227,772	Accept
233	Sony Pictures Classics Inc.	Theatrical Master License Agreement Dated 12.04.07	TBD	TBD
234	Sony Pictures Releasing Corporation	Theatrical Master License Agreement Dated 11.27.07	TBD	TBD
235	South Street Seaport Lp	Fulton Market, Ny - Theatre Lease Dated 12.11.13, As Amended	\$21,171	Accept
237	Sprinklr Inc.	Master Services Agreement	\$0	Accept
239	Starcom Worldwide	Silence Your Cell Phone Partnership Order	\$0	Accept
246	Superl Sequoia Limited	Delray Beach - Theater - Furnish Auditorium Pods/Seats/Tables - Contract: #0906-111-Ffe-R2	\$188,651	Accept
248	Sysco Chicago, Inc.	Master Distribution Agreementd Dated 01.01.16	\$0	Accept
250	Tdc Fort Lee Llc	Fort Lee, Nj - Lease Dated 09.03.13, As Amended	\$501,030	Accept
257	The Domain Mall Ii, Llc	Austin, Tx - Lease Dated 09.15.08, As Amended	\$36,779	Accept
268	The Weinstein Company, Llc	Master Theatrical Exhibition License Agreement Dated 12.28.10	TBD	TBD

270	Twentieth Century Fox Film Corporation	Master Theatrical Exhibition Contracts Dated 10.27.15 And 11.26.07, As Amended	TBD	TBD
275	Universal Film Exchanges Llc	Master License Agreement	\$0	Accept
277	Vantiv, Llc	Bank Card Merchant Agreement	\$0	Accept
278	Vantiv, Llc	Bank Card Merchant Agreement	\$0	Accept
279	Verizon	Contract	\$0	Accept
280	Village Fv, Ltd	Fairview, Tx - Lease Dated 03.18.08, As Amended	\$86,354	Accept
282	Vista Entertainment Solutions Limited	Master License Agreement (updated docket #396)	\$93,625	Accept
284	Walt Disney Studios Motion Pictures	Theatrical Exhibition License Agreement	TBD	TBD
285	Warner Bros. Pictures Domestic	Digital Cinema Equipment Usage Agreement Dated 01.01.12	\$0	Accept
286	Warner Bros. Pictures Worldwide Marketing	Prize Provider Agreement	\$0	Accept
289	White Plains Linen	Contract	\$0	Accept
292	Wm Yonkers Hauling	Service Agreement Dated 07.01.18	\$0	Accept
294	Yelp Inc.	Purchase Order	\$0	Accept
296	A1 Elevator Inspections & Consulting Llc	Pike & Rose - Elevator Inspection Agreement	\$16,150	Accept
304	American Executive Cleaning (Pasadena)	Contract	\$0	Accept
323	Heritage Service Group	Mizner Park & Intracoastal Mall - Planned Maintenance/Service Agreement	\$14,816	Accept
324	High Rise Fire And Security	Fulton Market Services Agreement	\$2,529	Accept
327	Mitel	Delray Beach - Micloud Connect Contract	\$4,742	Accept
328	Otis	Houston- Preventive Maintenance Agreement	\$4,823	Accept

330	Relativity	Master Licensing Agreement	TBD	TBD
331	Schindler Elevator Corporation	National Account Maintenance Agreement	\$120,265	Accept
333	South Waste Management	Fairview - Services Agreement	\$0	Accept
335	Specialized Fire & Security	Fort Lee Inspection And Service Agreement	\$0	Accept
340	Delray 4Th & 5Th Avenue Llc	Delray Beach, Fl - Theater Lease Dated 05.16.17	\$135,947	Accept
347	Dunbar Armored, Inc. (D/B/A Brink'S)	Service Contract #02002208	\$6,657	Accept
<b>Total</b>			<b>\$2,415,779</b>	

## Schedule 1.1(g)

## List of Business Permits and Liquor Licenses by Theater

## (g)(i). Business Permits and Liquor Licenses by Acquired Theater

SITE	Business License Number	Business License Expiration	State Liquor License Number	State Liquor Expiration	Liquor License Contact	Local Liquor License Number	Local Liquor Expiration	Liquor License Contact
CA - Pasadena	Acct. No. 11459206 Business License Code 53	05/31/2020	508197	[06/30/2020] <sup>1</sup> 2	California Dept. of Alcoholic Beverage Control 3927 Lennane Dr., Suite 100 Sacramento, CA 95834 Phone: 626-256-3241 or 915-419-2500	N/A	N/A	N/A
CA - Westwood	0002684100-0001-9	02/28/2020	535840	09/30/2019 <sup>2</sup>	California Dept. of Alcoholic Beverage Control 3927 Lennane Dr., Suite 100 Sacramento, CA 95834 Phone: 916-419-2500	N/A	N/A	N/A
FL - Boca Raton	County: Theater: 201358673 Restaurant: 201358671 Office: 201151462	09/30/2019	BEV6011080	03/31/2020	Florida Dept. of Business and Professional Regulation Div. of Alcoholic Beverages & Tobacco 2601 Blair Stone Road Tallahassee, FL 32399 Phone: 850-487-1395 or 488-8284 Palm Beach County: 561-650-6872	N/A	N/A	N/A
FL - North Miami Beach	County: Theater: 7477016 Restaurant: 7477017 City: 7951115	09/30/2019	BEV2333555	03/31/2020	Florida Dept. of Business and Professional Regulation Div. of Alcoholic Beverages & Tobacco 2601 Blair Stone Road Tallahassee, FL 32399 Phone: 850-487-1395 or 488-8284 Broward County: 954-917-1350	N/A	N/A	N/A
MD - North Bethesda	15027828	04/30/2020	N/A	N/A	N/A	BBWLHR863	04/30/2020	Montgomery County Board of License Commissioners 201 Edison Park Drive Gathersburg, MD 20878 Phone: 240-777-9999 Email: DLCLicensing@montgomerycountymd.gov
NY - Fulton Market	4810014	Due on or after 8/1/19	1292134 (On-Premises) 1292135 (Additional Bar) 1292134 (Method of Operation)	09/30/2020	New York State Liquor Authority 80 South Swan St., Suite 900 Albany, NY 12210 Phone: 518-474-3114	N/A	N/A	N/A
TX - Houston	None	N/A	MB920132	09/10/2019	Texas Alcoholic Beverage Commission 5806 Mesa Drive Austin, TX 78731 Phone: 512-206-3333	LB920132	09/10/2019	Harris County Tax Assessor-Collector & Voter Registrar 1001 Preston Street Houston, TX 77002 Phone: 713-274-8150
WA - Redmond	State: UBI: 603 050 560 City: 53740	09/30/2019 12/31/2019	603 050 560	09/30/2019	Washington State Liquor and Cannabis Board 1025 Union Ave. SE Olympia, WA 98501 Phone: 360-664-1600  Washington Dept. of Revenue Business Licensing Service 6500 Linderson Way SW Olympia, WA 98504 Phone: 800-451-7985	N/A	N/A	N/A

## (g)(ii) Jurisdictions Prohibiting Transfer of Title to Business Permits (including Liquor Licenses)

- New York
- Texas
- Washington

<sup>2</sup> License was timely renewed and replacement license is being processed by applicable liquor authority.

**Schedule 1.1(k)**

**Development Opportunities**

- Miami, FL
- Charlotte, NC
- Franklin, TN
- Saudi Arabia

**Schedule 1.3(b)**

**List of Cure Costs**

Schedule 1.1(f) is fully incorporated herein by reference.

**Schedule 2.3(a)****Historical Gift Card Liabilities**

<b>Issuance Period</b>	<b>Remaining Gift Card Balance Outstanding</b>	
Sep-19	\$	65,115
Aug-19		58,191
Jul-19		105,447
Jun-19		161,537
May-19		120,717
Apr-19		70,107
Mar-19		143,203
Feb-19		53,706
Jan-19		80,592
Dec-18		919,870
Nov-18		267,953
Oct-18		56,984
Sep-18		55,965
Aug-18		60,328
Jul-18		71,652
Jun-18		59,949
May-18		60,596
Apr-18		40,467
Mar-18		72,832
Feb-18		59,092
Jan-18		79,358
Dec-17		742,102
Nov-17		120,742
Oct-17		47,725
Oct 2016 - Sep 2017		1,400,288
Oct 2015 - Sep 2016		1,117,773
Oct 2014 - Sep 2015		1,067,503
Prior to Oct 2014		3,720,528
<b>Total</b>	<b>\$</b>	<b>10,880,320</b>
<b>Balance Sheet Liability</b>	<b>\$</b>	<b>1,024,015</b>

**Schedule 2.3(d)**

**Customer Membership/Loyalty Programs in respect of Acquired Theaters**

Membership Rewards

The Sellers offer customers membership rewards program whereby members enjoy discounted tickets, invitations to early screenings, and priority access to new releases (the “Rewards Program”). The Rewards Program consists of different levels, including silver, gold, and platinum tiers. The Rewards Program also offers customers discounts on food and beverage purchases, VIP events, live events and shows, private dining, food and wine tastings, as well as free tickets to movies. Members also earn points from purchases which can be redeemed for qualifying purchases.

As of September 30, 2019, the Sellers’ liability relating to the Rewards Program on a balance sheet basis was \$938,559.

**Schedule 5.4****Contracts**

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
AMERICAN EXPRESS COMPANY	ACCEPTANCE AGREEMENT
AMERICAN EXPRESS COMPANY	MERCHANT MARKETING PROGRAM
AVCO CENTER CORPORATION	WESTWOOD, CA - BUILDING LEASE DATED 07.11.12, AS AMENDED
BPP EAST UNION LLC	PASADENA, CA - THEATER AND RESTAURANT LEASE DATED 8/14/2008
CROCKER DOWNTOWN DEVELOPMENT ASSOC/ BROOKFIELD PROPERTY	BOCA RATON, FL - BUILDING LEASE DATED 08.11.11
DEZER INTRACOASTAL MALL LLC	NORTH MIAMI BEACH, FL - THEATRE AND RESTAURANT LEASE DATED 08.27.14, AS AMENDED
FEDERAL REALTY INVESTMENT TRUST	NORTH BETHESDA, MD - LEASE AGREEMENT DATED 02.03.14
FINTECH	RETAILER PROGRAM ENROLLMENT
FLAGLER SIXTH, LLC	FORT LAUDERDALE, FL - LEASE DATED 04.11.19
G&I VII REDMOND RETAIL HOLDINGS, LP	REDMOND, WA - LEASE AGREEMENT DATED 01.16.08, AS AMENDED
GRANDE COMMUNICATIONS	TELECOMMUNICATIONS SERVICES AGREEMENT
GREEN MOUNTAIN ENERGY COMPANY	ENERGY SERVICES AGREEMENT
KIRKLAND URBAN PHASE III OWNER, LLC	KIRKLAND, WA - LEASE DATED 03.14.19
LVA4 ATLANTA COLONY SQUARE, L.P.	ATLANTA, GA - LEASE AGREEMENT DATED 02.22.18
METROPICA SERIES C VENTURE, LLC	METROPICA, SUNRISE FL - THEATER AND RESTAURANT LEASE DATED 06.26.15, AS MENDED
NW MFP NORWALK TOWN CENTER II LLC	NORWALK, CT - THEATER AND RESTAURANT LEASE DATED 12.08.14, AS AMENDED
OMB HOUSTON LP	LEASE DATED 10.19.12, AS AMENDED
OPENTABLE, INC.	CLIENT AGREEMENT
SCHINDLER ELEVATOR CORPORATION	NATIONAL ACCOUNT MAINTENANCE AGREEMENT
SOUTH STREET SEAPORT LP	FULTON MARKET, NY - THEATRE LEASE DATED 12.11.13, AS AMENDED
TYSONS GALLERIA ANCHOR ACQUISITION, LLC	TYSONS GALLERIA, VA - THEATER LEASE DATED 11/20/18
UNIVERSAL FILM EXCHANGES LLC	MASTER LICENSE AGREEMENT
VISTA ENTERTAINMENT SOLUTIONS LIMITED	MASTER LICENSE AGREEMENT
WARNER BROS. PICTURES WORLDWIDE MARKETING	PRIZE PROVIDER AGREEMENT
ABT OWNER 1, L.P.	SOUTH BARRINGTON, IL - LEASE DATED 06.12.07, AS AMENDED
ACCSYS, INC. D/B/A RESTAURANT MAGIC SOFTWARE	MASTER SUBSCRIPTION AGREEMENT
ACE MICROTECHNOLOGY, INC.	MASTER SERVICES AGREEMENT
ADP, LLC	AGREEMENT
BLISS & NYITRAY, INC.	DELRAY BEACH - THEATER - PROVIDE SPECIAL STRUCTURAL ENGINEERING INSPECTIONS - CONTRACT: #0906-166-FFE

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
C. HODGES & ASSOCIATES, PLLC DBA HODGES ARCHITECTURE	IRVINE, CA - ARCHITECT - INTERIOR CONSTRUCTION
C. HODGES & ASSOCIATES, PLLC DBA HODGES ARCHITECTURE	COLONY SQUARE - ARCHITECT - INTERIOR CONSTRUCTION
CAPTIVEAIRE SYSTEM	COLONY SQUARE - FURNISH HOODS & FIRE SYSTEM - CONTRACT: #1001-105-FFE
CAPTIVEAIRE SYSTEM	COLONY SQUARE - FURNISH EXHAUST AND HEATER FANS - CONTRACT: #1001-104-FFE-R1
CBS FILMS	MASTER LICENSE AGREEMENT CBS FILMS DATED 01.04.10
CBS TELEVISION STUDIOS	"THE TALK" SEASON 9 GIFT SUPPLIER AGREEMENT
CHAMPION SOLUTIONS GROUP	CLOUD ASSESSMENT STATEMENT OF WORK
CROCKER DOWNTOWN DEVELOPMENT ASSOC/ BROOKFIELD PROPERTY	BOCA RATON, FL CORPORATE OFFICE - FLORIDA OFFICE LEASE MIZNER OFFICE PLAZA DATED 08.19.11, AS AMENDED
DELRAY 4TH & 5TH AVENUE LLC	DELRAY BEACH, FL - CORPORATE LEASE - OFFICE LEASE DATED 05.16.17, AS AMENDED
DELRAY 4TH & 5TH AVENUE LLC	DELRAY BEACH, FL - THEATER LEASE DATED 05.16.17
ECOSTRUCTION, LLC	DELRAY BEACH - CORPORATE OFFICE - GENERAL CONTRACTOR - INTERIOR OFFICE FITOUT - CONTRACT: AIA CONTRACT AND #0906-214-FFE-R1
ELEVEN POINT DESIGN GROUP	COLONY SQUARE - KITCHEN EQUIPMENT DESIGN CONSULTANT - CONTRACT: #1001-103-CONST
EVENTION, LLC	AGREEMENT
FLORIDA BLUE	LARGE GROUP EMPLOYER APPLICATION
HCI SYSTEMS, INC.	IRVINE, CA - FIRE ALARM ENGINEERED DRAWINGS - CONTRACT: #0504-121-CONST
HCI SYSTEMS, INC.	IRVINE, CA - FIRE SPRINKLER ENGINEERED DRAWINGS - CONTRACT: #0504-122-CONST
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	CUSTOMER AGREEMENT
KOUNT INC.	MASTER SERVICE AGREEMENT
LBA IV-PPII-RETAIL, LLC	IRVINE, CA - LEASE AGREEMENT DATED 07.19.18
LEBANON 390 WR, LLC	FRISCO, TX - THEATRE LEASE DATED 12.12.14, AS AMENDED
LIONS GATE FILMS INC.	THEATRICAL LICENSE AGREEMENT DATED 11.21.07
LPA, INC.	IRVINE, CA - LANDSCAPE ARCHITECT FOR LIVING GREEN WALL - CONTRACT: #0504-112-FFE
NAVEX GLOBAL	PROPOSAL
OPEN TABLE	CONTRACT
OPENTABLE, INC.	END USER LICENSE AGREEMENT FOR GUESTCENTER SOFTWARE
OUTDOOR MEDIA ALLIANCE	OUT OF HOME MEDIA SERVICES CONTRACT
OUTDOOR MEDIA GROUP	OUT-OF-HOME MEDIA SERVICES CONTRACT
PARAMOUNT PICTURES CORPORATION	MASTER LICENSE AGREEMENTS
PAYFONE, INC.	MASTER SERVICES AGREEMENT
R.A. SMITH, INC.	IRVINE, CA - CIVIL ENGINEERING CONSULTANT - CONTRACT: #0504-102-CONST-R1
RELATIVITY	MASTER LICENSING AGREEMENT
RIVERTOWNS SQUARE REGENCY, LLC	DOBBS FERRY, NY - THEATER LEASE DATED 01.14.15, AS AMENDED

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
RML DISTRIBUTION COMESTIC, LLC DBA RELA	MASTER LICENSE AGREEMENT
RUBICON ENGINEERING CORPORATION	IRVINE, CA - STRUCTURAL LATERAL ANALYSIS AND UPGRADE - CONTRACT BASE - CONTRACT: CONTRACT
RUBICON ENGINEERING CORPORATION	IRVINE, CA - STRUCTURAL LATERAL ANALYSIS AND UPGRADE - CONTRACT REIMBURSABLE EXPENSES - CONTRACT: CONTRACT
SALEM ENGINEERING GROUP, INC.	IRVINE, CA - GEOTECHNICAL ENGINEERING INVESTIGATION - CONTRACT: #0504-111-FFE
SDQ FEE, LLC	SCOTTSDALE, AZ - CINEMA LEASE DATED 05.14.10
SERITAGE SRC FINANCE LLC	HICKSVILLE, NY - LEASE DATED 03/30/18
SGM ENGINEERING	DELRAY BEACH - CORPORATE OFFICE - MEP SPECIAL INSPECTIONS - CONTRACT: #0906-210-FFE
SGM ENGINEERING	DELRAY BEACH - THEATER - MEP SPECIAL INSPECTIONS - HOURLY - CONTRACT: CONTRACT
SHOPCORE PROPERTIES	CONTRACT
SIMPSON GUMPERTZ & HEGER, INC.	IRVINE, CA - FIRE LIFE SAFETY CODES CONSULTANT - CONTRACT: #0504-108-CONST
SKYLINE ANALYTICS, LLC	CONSULTING AGREEMENT
SOF-IX PB OWNER, L.P.	BOLINGBROOK, IL - CINEMA LEASE DATED 01.07.08, AS AMENDED
SONY PICTURES CLASSICS INC.	THEATRICAL MASTER LICENSE AGREEMENT DATED 12.04.07
SONY PICTURES RELEASING CORPORATION	THEATRICAL MASTER LICENSE AGREEMENT DATED 11.27.07
STUDIO K DESIGN, LLC	COLONY SQUARE - INTERIOR DESIGNER - CONTRACT REIMBURSABLE EXPENSES - CONTRACT: #1001-101-CONST-R1
STUDIO K DESIGN, LLC	COLONY SQUARE - INTERIOR DESIGNER - CONTRACT LATE FEES - CONTRACT: #1001-101-CONST-R1
STUDIO K DESIGN, LLC	COLONY SQUARE - INTERIOR DESIGNER - CONTRACT BASE - CONTRACT: #1001-101-CONST-R1
SUPERL SEQUOIA LIMITED	IRVINE, CA - FURNISH AUDITORIUM PODS/SEATS/TABLES - CONTRACT: #0504-110-FFE
SYSCO CHICAGO, INC.	MASTER DISTRIBUTION AGREEMENT DATED 01.01.16
SYSCO CORPORATION	MASTER DISTRIBUTION AGREEMENT
TDC FORT LEE LLC	FORT LEE, NJ - LEASE DATED 09.03.13, AS AMENDED
THE DOMAIN MALL II, LLC	AUSTIN, TX - LEASE DATED 09.15.08, AS AMENDED
THE STUDIO GROUP, INC. DBA STUDIO ARCHITECTS	IRVINE, CA - ARCHITECT - CUP ENTITLEMENTS - CONTRACT: #0504-103-CONST
THE STUDIO GROUP, INC. DBA STUDIO ARCHITECTS	IRVINE, CA - ARCHITECT - EXTERIOR SHELL AND SITE REMODEL - CONTRACT REIMBURSABLE EXPENSES - CONTRACT: #0504-118-CONST
THE STUDIO GROUP, INC. DBA STUDIO ARCHITECTS	IRVINE, CA - ARCHITECT - EXTERIOR SHELL AND SITE REMODEL - CONTRACT BASE - CONTRACT: #0504-118-CONST
THE WEINSTEIN COMPANY, LLC	MASTER THEATRICAL EXHIBITION LICENSE AGREEMENT DATED 12.28.10
TWENTIETH CENTURY FOX FILM CORPORATION	MASTER THEATRICAL EXHIBITION CONTRACTS DATED 10.27.15 AND 11.26.07, AS AMENDED
UNIVERSAL FILM EXCHANGES, LLLP	MASTER LICENSE AGREEMENT DATED 09.28.10
VILLAGE FV, LTD	FAIRVIEW, TX - LEASE DATED 03.18.08, AS AMENDED

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
WAGEWORKS, INC.	AGREEMENT
WALT DISNEY STUDIOS MOTION PICTURES	THEATRICAL EXHIBITION LICENSE AGREEMENT
WARNER BROS. PICTURES DOMESTIC	DIGITAL CINEMA EQUIPMENT USAGE AGREEMENT DATED 01.01.12
WRIGHT CONSULTING ENGINEERS OF CALIFORNIA, LLC DBA WRIGHT ENGINEERS	IRVINE, CA - STRUCTURAL ENGINEERING SERVICES - CONTRACT: #0504-120-CONST
YELP INC.	PURCHASE ORDER

## Schedule 5.5

## List of Theater leases

## I. Existing Theater leases

NO.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1</u>	<u>AZ – Scottsdale</u> 15257 North Scottsdale Rd., Ste. F-230 Scottsdale, AZ 85254	SDQ Fee, LLC c/o WP Glimcher 180 E. Broad Street, 21st Floor Columbus, OH 43215	05/11/2010	12/16/2025	\$103,637.33	4 additional 5 year terms
<u>2</u>	<u>CA – Pasadena</u> 42 Miller Alley Pasadena, CA 91103	BPP East Union LLC, Suite 300 17140 Bernardo Center Drive San Diego, CA 92128	08/14/2008	11/30/2024	\$75,625.00	4 additional 5 year terms
<u>3</u>	<u>CA – Westwood (Los Angeles)</u> 10840 Wilshire Blvd. Los Angeles, CA 90024	Avco Center Corporation 10850 Wilshire Blvd., Suite 1050 Los Angeles, CA 90024	07/11/2012	06/05/2033	\$74,666.67	2 additional 5 year terms and 1 additional 4 year, 11 month term
<u>4</u>	<u>FL – Mizner Park (Boca Raton)</u> 301 Plaza Real Boca Raton, FL 33432	GGP-Mizner Park LLC- Office Series Mizner Park Office Plaza 350 N. Orleans Street, Suite 300 Chicago, IL 60654	08/11/2011	12/31/2026	\$53,166.67	3 additional 5 year terms%
<u>5</u>	<u>FL – Intracoastal (North Miami Beach)</u> 3701 NE 163rd Street North Miami Beach, FL 33160	Dezer Intracoastal Mall LLC c/o Dezer Properties 18001 Collins Avenue, 31st Floor Sunny Isles Beach, FL 33160	08/27/2014	05/23/2030	\$75,000.00	5 additional 5 year terms
<u>6</u>	<u>FL – Delray Beach</u> 50 SE 5th Avenue Delray Beach, FL 33483	Delray Beach 4th & 5th Avenue, LLC c/o Samuels & Associates Management LLC 136 Brookline Avenue Boston, MA 02215	05/16/2017	03/31/2039	\$91,666.67	4 additional 5 year terms
<u>7</u>	<u>IL – Bolingbrook</u> 619 E. Boughton Rd., Suite 200 Bolingbrook, IL 60440	c/o Starwood Retail Property Management, LLC 1 E. Wacker Drive, Suite 3700 Chicago, IL 60601	01/07/2008	09/30/2025	\$35,000.00	4 additional 5 year terms
<u>8</u>	<u>IL – South Barrington</u> 100 W. Higgins Rd., Suite N-1 South Barrington, IL 60010	c/o Starwood Retail Property Management, LLC 1 E. Wacker Drive, Suite 3700 Chicago, IL 60601	06/12/2007	12/31/2025	\$53,232.67	4 additional 5 year terms
<u>9</u>	<u>MD – Pike &amp; Rose (Bethesda)</u> 11830 Grand Park Ave. North Bethesda, MD 20852	Federal Realty Investment Trust 1626 East Jefferson Street Rockville, MD 20852	02/03/2014	10/31/2034	\$146,666.67	3 additional 5 year terms
<u>10</u>	<u>NJ – Fort Lee</u> 2023 Hudson Street Fort Lee, NJ 07024	Tucker Development Corporation 799 Central Avenue, Suite 300 Highland Park, IL 60035	09/03/2013	10/29/2035	\$149,583.33	3 additional 5 year terms

NO.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>11</u>	<b><u>NY - Fulton Market (New York)</u></b> 11 Fulton Street New York, NY 10038	South Street Seaport Limited Partnership 13355 Noel Road, 22nd Floor Dallas, TX 75240	12/11/2013	01/04/2036	\$164,072.17	4 additional 5 year terms
<u>12</u>	<b><u>NY - Dobbs Ferry</u></b> 1 Livingstone Avenue Dobbs Ferry, NY 10522	Saber Dobbs Ferry LLC 80 Business Park Drive, Suite 100 Armonk, NY 10504	01/14/2015	07/16/2042	\$115,644.06	2 additional 10 year terms
<u>13</u>	<b><u>TX - Austin</u></b> 3225 Amy Donovan Plaza Austin, TX 78758	The Domain Mall II, LLC c/o Simon Property Group, Inc. 225 W. Washington Street Indianapolis, IN 46204	09/15/2008	01/31/2025	\$79,700.08	4 additional 5 year terms
<u>14</u>	<b><u>TX - Fairview</u></b> 321 Town Place Fairview, TX 75069	Village FV, Ltd. c/o Lincoln Property Group 10210 N. Central Expressway, Suite 218 Dallas, TX 75231	03/18/2008	09/30/2025	\$68,958.33	3 additional 5 year terms
<u>15</u>	<b><u>TX - Houston</u></b> 4444 Westheimer Rd., Ste. C-220 Houston, TX 77027	OliverMcMillan River Oaks District, LP c/o OliverMcMillan, Inc. 733 8th Avenue San Diego, CA 92101	10/19/2012	11/05/2030	\$125,000.00	4 additional 5 year terms
<u>16</u>	<b><u>WA - Redmond</u></b> 7330 164th Ave. NE, Ste. E200 Redmond, WA 98052	PPR Redmond Retail LLC c/o JSH Properties Inc. 7525 166th Avenue, Suite D210 Redmond, WA 98052	01/16/2008	09/30/2025	\$40,477.08	3 options to extend additional 60 consecutive months

## II Theaters (Under Construction)

No.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1</u>	<b><u>Atlanta, GA</u></b> Intersection of 14th Street and Peachtree Street in Atlanta, Georgia	LVA4 Atlanta Colony Square, L.P.	02/22/2018	02/21/2038	\$515,891.63	4 additional 5 year terms
<u>2</u>	<b><u>Irvine, CA</u></b> Building 2983 and Building 2981-E, Michelson Drive, Irvine, California	LBA IV-PPII-Retail, LLC	7/19/2018	7/18/2038	\$83,333.33	2 additional 5 year terms

## III. New Theater leases (Under Lease)

No.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1</u>	<b><u>CT - Norwalk</u></b> 17 Butler Street, Norwalk, CT	NW MFP Norwalk Town Center II LLC	12/8/2014	12/8/2034	\$122,718.75	3 additional 5 year terms
<u>2</u>	<b><u>FL - Fort Lauderdale</u></b> Flagler Village On Federal, 601 Federal, Fort	Flagler Sixth, LLC	4/11/2019	4/10/2039	\$138,600.00	4 additional 5 year terms

No.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
	Lauderdale, Florida					
<u>3</u>	<u>FL – Sunrise</u> Metropica Sunrise, Florida, 33160	Metropica Lands LLC Series C	6/26/2015	6/25/2030	\$125,438.50	4 additional 5 year terms
<u>4</u>	<u>TX - Frisco</u> Wade Park Shopping Center Frisco, TX	Theater Lease between Lebanon 390 WR, LLC	12/12/2014	12/11/2029	\$97,125.00	4 additional 5 year terms
<u>5</u>	<u>NY – Hicksville</u> Hicksville Heritage Village, Hicksville, NY	Seritage SRC Finance LLC	03/30/2018	3/29/2038	\$120,717.00	1 additional 5 year terms
<u>6</u>	<u>VA – McLean</u> 2001 International Drive, McLean, Virginia 22102	Tyson's Galleria Anchor Acquisition, LLC	11/20/2018	11/19/2038	\$189,312.708	4 additional 5 year terms
<u>7</u>	<u>WA – Kirkland</u> Kirkland Urban 457 Central Way, Kirkland, WA	Kirkland Urban Phase III Owner, LLC	3/14/2019	3/13/2039	\$138,433.08	3 additional 5 year terms

## IV. Office Leases

No.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1.</u>	<u>Home Office - Delray Beach</u> 54 SE 5th Avenue, Suite 400 Delray Beach, FL 33483	Delray Beach 4th & 5th Avenue, LLC c/o Samuels & Associates Management LLC 136 Brookline Avenue Boston, MA 02215	08/12/2019	08/31/2029	\$68,333.33	2 additional 5 year terms
<u>2.</u>	<u>Boca Raton, FL Corporate Office Lease</u> 433 Plaza Real, 3rd Floor, Suite 2335, Boca Raton	Crocker Downtown Development Associates	8/19/2011	12/31/2018	\$12,066.87	2 additional 2 year terms
<u>3.</u>	<u>Boca Raton, FL Corporate Apartment Lease</u> Apartment #H512, Mizner Park Apartments at 428 Plaza Real, Boca Raton	Gables Residential Services, Inc. d/b/a Gables Corporate Accommodations	4/17/2013	4/17/2014	\$2,478.00	No additional terms. After expiration of initial term, lease becomes month to month

**Schedule 5.6****Title to Purchased Assets<sup>3</sup>**

<b>Description</b>	<b>Approximate Value</b>
Theater Seats/Pods (Sequoia)	\$240,881.82
Kitchen Equipment (Stainless Fixtures)	\$107,910.00
Beverage System (A+ Beverage System)	\$16,150.00
Interior Signage (Chandler Signs)	\$23,519.71
AV Displays (Integrated Media)	\$14,500.00
Dimming /Lighting System (Ultimate Creations)	\$16,330.53
Lounge Area Rug (Wel International)	\$2,895.83
Artwork (In Situ Creative)	\$10,031.25
Blade & Wall Signs (Jones Signs)	\$2,475.00
Millwork (Southwest Woodcrafters)	\$0
Total	

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<sup>3</sup> **Note to Sellers:** Please provide description explaining why title to given asset is not clear.

## **Schedule 5.7**

### **Permits**

Schedule 1.1(g)(i) is fully incorporated herein by reference.

Disclosures:

1. Irvine Location. Permit process requires further revisions to application. Permit fees have not been paid in full.
2. Atlanta Location. A partial permit is available, but requires further revisions for proposed finishing construction. Permit fees have not been paid in full.
3. Delray Office Location. Debtors received (a) a notice of claim of lien against premises on July 11, 2019 and (b) notice of default and right to terminate from landlord on July 23, 2019.

## Schedule 5.9

## List of Legal Proceedings

Plaintiff	Venue	Filing Court	Date Filed	Title of Complaint	Case Number	Nature of Claim	Claim Amount
Eric Barr	Fulton Market, NY	Supreme Court of the State of New York, County of New York	6/2/2017	Eric Barr et al v. The Howard Hughes Corporation et al	1556762017	Subcontractor Construction Injury	Unspecified amount.
Debra Carter	Intracoastal Mall (North Miami Beach, FL)	EEOC - Miami District Office, Florida Commission on Human Relations	3/7/2019	Notice of Charge of Discrimination	510-2019-01549	Sexual Harassment and Constructive Discharge	Unspecified Amount
Bree Clark Darthard	Fairview, TX	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	FMLA	\$117,500 Settlement: \$40,000
Ezequiel Diaz	Dobbs Ferry, NY	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	FSLA Wage Claim	\$99,000
Michael Fine	Corporate Office (Boca Raton, FL)	N/A - Attorney Demand	7/17/2019	N/A - Attorney Demand	N/A - Attorney Demand	Job Offer	\$54,804.92
Soraya Khogyani	Westwood (Los Angeles, CA)	Superior Court of the State of California for the County of Los Angeles, Central District	12/17/2018	Soraya Khogyani vs. iPic Entertainment, Inc., iPic Entertainment, LLC, iPic-Gold Class Entertainment, LLC, US IPIC, Inc., iPic Holdings LLC, iPic Media, Inc., Asif Iqbal, and Does 1 to 100, inclusive	18STCV08697	Sexual Harrassment	\$450,000
Joshua King	Westwood (Los Angeles, CA)	Superior Court of the State of California for the County of Los Angeles, Central District	7/25/2018	Joshua King vs. iPic Entertainment, Inc. dba iPic Theaters; iPic-Gold Class Entertainment, LLC; and Does 1 to 50, Inclusive	BC715109	Slip and Fall	\$1,054,499.99
Tracey Kay Larner	Westwood (Los Angeles, CA)	Superior Court of the State of California for the County of Los Angeles	7/22/2019	Limited Civil Case Jury Trial Demand	None (Not filed)	Negligence for stolen credit card.	

Plaintiff	Venue	Filing Court	Date Filed	Title of Complaint	Case Number	Nature of Claim	Claim Amount
Johanna Nielson and Mary Ryan	Pasadena, CA	California Superior Court, County of Los Angeles, Central District	12/29/2017	Mary Ryan, et al. v. iPic-Gold Class Entertainment, LLC	BC688633	Labor Code Violations	Unspecified amount
Satyen Dinesh Shah	Dobbs Ferry, NY	USDC Southern District of New York, New York	4/2/2019	S. Dinesh Shah v. Ipic- Gold Class Entertainment LLC; Ipic Entertainment Inc.; Ipic Media LLC Db a Ipic Theaters; Michael Pacovsky	7:19-cv-2942	FLSA	Unspecified
Nia Slater	Houston, TX	Texas Workforce Commission Civil Rights Division	6/21/2019	Charge of Discrimination	460-2019-03247	EEOC Charge of Discrimination	Unspecified amount
Technique Air	Westwood (Los Angeles, CA)					Mechanics Lien	
Illan Zafran	Mizner Park (Boca Raton, FL)	N/A - Attorney Demand	4/2/2019	N/A - Attorney Demand	N/A - Attorney Demand	Wage Claim, Wrongful Termination, Defamation of Character	Unspecified amount
iPic (lawsuit against AMC)	Houston, TX	234th Judicial District Court of Harris County, Texas (Original) First District of Texas Court of Appeals (Appeal)	11/17/2015	Plaintiff's Original Petition and Verified Application for Tro and Temporary Injunction and Declaration for Application for Temporary Restraining Order	2015-68745 (Original) 01-17-00805-CV (Appeal)	Improper restraint of trade, monopolization in Houston and Frisco, tort	Injunctive/ Unspecified damages.

**Schedule 5.10(a)**

**Material Company Benefit Plans**

- **401k Plan**
- **Health Insurance Plan**
- **Dental Insurance Plan**
- **Critical Illness Insurance Policy**
- **Life Insurance**
- **Short Term Disability**
- **Long Term Disability**
- **Accidental Death and Dismemberment Insurance**
- **Employment Agreement for Hamid Hashemi**
- **Company Bonus Plan**

Debtors offer a full range of Benefits including Medical, Dental, Vision Insurance, Life Insurance, Short Term Disability as well as optional plans to protect our Team Members and their families. Team Members are eligible for insurance plans the first of the month following 60 days of employment.

**IPIC PROVIDED BENEFITS**

- 401(k) Plan or Roth IRA
- Life and Accidental Death & Dismemberment Insurance
- Short-Term Disability
- Paid Holidays, Sick and Vacation time
- 4 Free Movie Tickets per week
- 50% off food and non-alcoholic beverages at all IPIC locations
- Employee Assistance Program
- Travel Assistance Program
- ADP Life Mart Discounts (Perk Program)

**INSURANCE OPTIONS**

- Medical Insurance Options: 4 different health plans with coverage offered for individuals and families plan designs include one HMO (Florida Only) and 3 PPOs with varying

levels of coverage. IPIC contributes to the monthly premium for all medical insurance options.

- Coverage costs range from \$65-150/per pay period for single coverage and between \$200-475 for your entire family
- Team members can elect to waive coverage, select Single, Employee + Spouse, Employee + Children, or Employee + Family
- IPIC Entertainment provides coverage for qualified domestic partners
- Dental Insurance: Select from an HMO or PPO option
  - Coverage is available from less than \$5 per pay period for single coverage to \$30 per pay period for family coverage
- Vision insurance covers office visits, contacts and eyeglasses for deductions less than \$10 per pay period

### **OPTIONAL INSURANCE**

- Voluntary Life Insurance (self, spouse and/or child)
- Voluntary Accidental Death & Dismemberment Insurance
- Flexible Spending Accounts for Healthcare and Dependent Care
- Major Medical Complement (GAP Insurance)
- Accident Coverage and/or Critical Injury Protection
- Long-Term Disability Insurance

**Schedule 5.10(g)**

**Labor Disputes**

Schedule 5.9 is incorporated herein by reference.

**Section 5.11(a)****Tax Liabilities**

<b>Payment to:</b>	<b>Location and Type of Tax</b>	<b>Amount</b>	<b>Penalty</b>	<b>Total</b>	<b>Date Due</b>	<b>Notes</b>
Los Angeles County Tax Collector	Westwood Personal Property Tax	\$ 51,597	\$ 5,160	\$ 56,757	8/31/2019	Received Notice of Enforcement
Los Angeles County Tax Collector	Pasadena Personal Property Tax	34,210	3,421	37,631	8/31/2019	Received Notice of Enforcement
Delaware Secretary of State	Delaware Franchise Tax	36,715	1,101	37,817	9/1/2019	Penalty represents if not received by November 1st, penalty if received by October 1st is \$550.73
King County Treasury	Redmond Personal Property tax	10,437	NA	10,437	10/31/2019	Second half payment; interest and penalties if not paid by Due Date
Maryland Personal Property	Bethesda Personal Property Tax	33,333	NA	33,333	11/30/2019	Maryland invoices on a Fiscal Year Basis. A bill has not yet been received but should be received in October 2019, payment will be due in November 2019, the amount will be for the period 7/1/2019 to 6/30/2020. The number shown is an estimate and is pro-rated assuming an end of November closing
Maricopa Co. Treasurer	Scottsdale Personal Property Tax	15,864	NA	15,864	12/31/2019	Allows for the payment of "Full Year" by December 31, 2019 (\$15,864) without any interest or penalty, could also pay for "First Half" payment (\$7,931) which would be due by 10/1/2019

<b>Payment to:</b>	<b>Location and Type of Tax</b>	<b>Amount</b>	<b>Penalty</b>	<b>Total</b>	<b>Date Due</b>	<b>Notes</b>
Texas Personal Property Tax	Houston Personal Property Tax	76,000	NA	76,000	1/31/2020	Bills should be received in October or November 2019, payment is due without penalty on January 31, 2020. The number shown is an estimate.
Texas Personal Property Tax	Austin Personal Property Tax	35,000	NA	35,000	1/31/2020	Bills should be received in October or November 2019, payment is due without penalty on January 31, 2020. The number shown is an estimate.
Texas Personal Property Tax	Fairview Personal Property Tax	47,000	NA	47,000	1/31/2020	Bills should be received in October or November 2019, payment is due without penalty on January 31, 2020. The number shown is an estimate.
Miami-Dade Tax Collector	N. Miami Personal Property Tax	65,075	NA	65,075	3/31/2020	Bills should be received in October or November 2019, payment is due without penalty on March 2020, discounts for early payment are available.
Tax Collector, Palm Beach County	Mizner Park Personal Property Tax	35,000	NA	35,000	3/31/2020	Bills should be received in October or November 2019, payment is due without penalty on March 2020, discounts for early payment are available.
Tax Collector, Palm Beach County	Corp Office Personal Property Tax	8,614	NA	8,614	3/31/2020	Bills should be received in October or November 2019, payment is due without penalty on March 2020, discounts for early payment are available.





**Total 2019 Personal Property Taxes**  
**Total Past Due as 9/24/2019**  
**Total Due Before 11/3/2019**  
**Total Due after 11/3/2019**

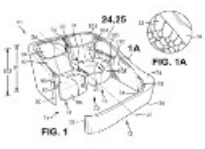
\$ 448,845	\$ 9,682	\$ 458,527
\$ 122,522	\$ 9,682	\$ 132,204
\$ 122,522	\$ 9,682	\$ 132,204
\$ 326,323	\$ -	\$ 326,323


**Schedule 5.12(a)****List of all Intellectual Property****Domain Names**




behindthescreens.com	ipiclivetixs.com	tanzysgrill.com
bigdaddysbrewandque.com	ipicmagic.net	tanzrestaurant.com
cityperch.com	ipicmagicshows.com	thesaltclub.com
citypercbethesda.com	ipicmagictickets.com	thetuckroom.com
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denbyipic.com	ipicmember.com	thetuckroomla.com
denbyipic.net	ipicnorthmiami.com	thetuckroomlosangeles.com
devipic.com	ipicnow.com	thetuckroommiami.com
entergrated.com	ipicprint.com	thetuckroomnewyork.com
goldclasscinemas.com	ipicradio.com	tuckburger.com
icontheater.com	ipicshows.com	tuckhospitalitygroup.com
icontheaters.com	ipicshowtix.com	tuckhospitalty.com
ipic-den.com	ipicsucks.com	tuckroom.com
ipic-ksa.com	ipictheater.com	tuckroomhouston.com
ipic-magic.com	ipictheaters.com	tuckroomla.com
ipic-media.com	ipictheatre.com	tuckroomlosangeles.com
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ipiccharity.com	ksa-ipic.com	tuckroomtavern.com
ipicdelray.com	ksaipic.com	tucktavern.com
ipicden.com	lahholdings.com	vrgcc.com
ipicentertainment.com	magicatipic.com	workatipic.com
ipicentertainmentsucks.com	oztruthbetold.com	ipicmagic.com
ipicevents.com	perchkitchen.com	
ipicgoldclass.com	pinstrikes.com	
ipicgoldclasstheaters.com	saltsportsbar.com	
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ipiclivetickets.com	tanzysexpress.com	

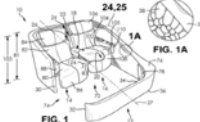
**LIST OF ISSUED AND PENDING PATENTS****Yellow lines are issued patents.**



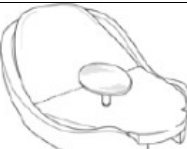
AUSTRALIA - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
366606	1/15/16	12/24/25	 FIG. 1	Complete - Patent Issued.
366605	1/15/16	12/24/25	 FIG. 1	Complete - Patent Issued.
366623	1/18/16	12/24/25	 FIG. 1	Complete - Patent Issued.
366604	1/15/16	12/24/25	 FIG. 1	Complete - Patent Issued.

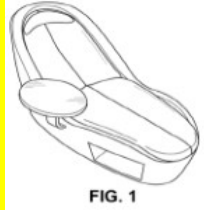
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UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
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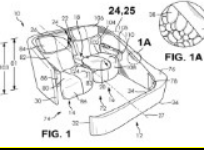
CANADA - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
166173	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.


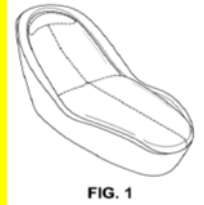
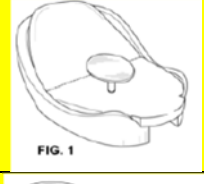

CANADA - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
166170	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.
166171	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.
166172	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.

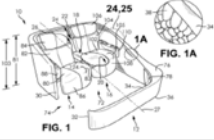
CANADA - UTILITY APPLICATION				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
2,933,522	6/16/16	Pending	 FIG. 1	Awaiting action from Canadian Patent Office.



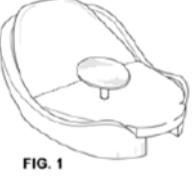

EUROPE - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
001443923-0001	12/29/15	12/29/40	 FIG. 1	Complete - Patent Issued.
001443923-0002	12/29/15	12/29/40	 FIG. 1	Complete - Patent Issued.
001443923-0003	12/29/15	12/29/40	 FIG. 1	Complete - Patent Issued.

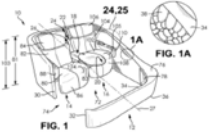
EUROPE - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
001443923-0004	12/29/15	12/29/40		Complete - Patent Issued.

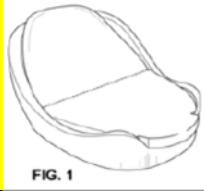

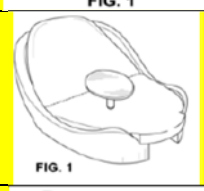

EUROPE - UTILITY APPLICATION				
UTILITY PATENT NUMBER	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
EP3112559	10/31/18	6/24/36		Complete - Patent Issued.

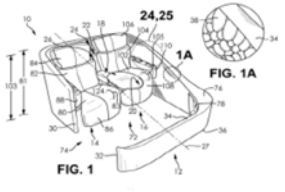
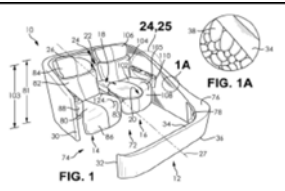
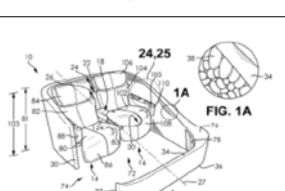
MEXICO - DESIGN APPLICATIONS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
D50246	7/18/17	1/7/41		Complete - Patent Issued.
D50765	9/4/17	1/7/41		Complete - Patent Issued.
D50245	7/18/17	1/7/41		Complete - Patent Issued.
D50247	7/18/17	1/7/41		Complete - Patent Issued.

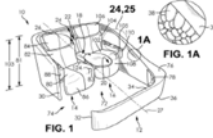
MEXICO - UTILITY APPLICATION				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
16/08581	6/28/16	Pending		Awaiting action from Intellectual Property Office of Mexico.

SINGAPORE - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
30201501893X	12/29/15	12/29/30		Complete - Patent Issued.
30201501895Q	12/29/15	12/29/30		Complete - Patent Issued.
30201501892S	12/29/15	12/29/30		Complete - Patent Issued.
30201501894V	12/29/15	12/29/30		Complete - Patent Issued.

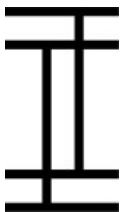
SINGAPORE - UTILITY APPLICATION				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
10201605127U	6/22/16	Pending		Awaiting action from Intellectual Property Office of Singapore.

USA - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
D776,949	1/24/17	1/24/32		Complete - Patent Issued.
D777,461	1/31/17	1/31/32		Complete - Patent Issued.
D759,394	6/21/16	6/21/31		Complete - Patent Issued.
D759,395	6/21/16	6/21/31		Complete - Patent Issued.

USA - UTILITY				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
14/753,358	6/29/15	Pending		Notice of Appeal filed 2017-08-22.
15/976,266	5/10/18	Pending		Awaiting action from USPTO.
16/421,988	5/24/19	Pending		Awaiting action from USPTO.

<b>KOREA - UTILITY</b>				
<b>UTILITY APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>Status</b>	<b>Representative Figure</b>	<b>Prosecution Status</b>
10-2016-0079942	6/27/16	Pending		Awaiting action from Intellectual Property Office of Korea.

**SCHEDULE OF PENDING AND REGISTERED TRADEMARKS**

	<b>MARK</b>	<b>JURISDICTION</b>	<b>OWNER</b>	<b>GOODS/SERVICES</b>
1	IPIC (Ser. No. 88158728)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services in the nature of live visual and audio performances, namely, comedy, magic, and variety shows; entertainment and education services, namely, a series of short non- downloadable video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters.
2				
3	IPIC (Ser. No. 88158733)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services in the nature of escape-room attractions
4	IPIC (Reg. No. 5280510)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services, namely, movie theaters and bowling alley services.  IC 043: Restaurant services. First Use: 20071207.
5				
6	TANZY (Reg. No. 4142674)	U.S.	iPic-Gold Class Entertainment, LLC	IC 043: Restaurant and bar services.
	THE TUCK ROOM (Reg. No. 4952399)	U.S.	iPic-Gold Class Entertainment, LLC	IC 043: Restaurant and bar services.
7		U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services, namely, movie theaters and bowling alley services; entertainment services in the nature of live visual and audio performances, namely, comedy, magic, and variety shows; entertainment and education services, namely, a series of short video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters; entertainment services in the nature of escape-room attractions
8	(Ser. No. 88256409)			IC 043: Restaurant services
	IPIC LIFE (Ser. No. 88158711)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: entertainment and education services, namely, a series of short non-downloadable video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters.
	EXCLUSIVELY YOURS (Ser. No. 88302895)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services, namely, movie theater services; entertainment services in the nature of escape-room attractions; entertainment services in the nature of live visual and audio performances, namely, comedy, magic, and variety shows; entertainment and education services, namely, a series of short video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters
	PINSTRIKES (Ref. No. 4,284,563)	U.S.	iPic Entertainment, LLC	

## Schedule 5.15

## Insurance Policies

## 2018-2019 Summary of Coverage as of [6/17/2019]

Insurer	Policy Number	Policy Period	Type of Insurance	Coverage Limits	Deductibles/SIR
Employers Insurance Company of Wausau	YAC-L9L-467959-018	10/01/2018 to 10/01/2019	Property	\$310,905,317 Policy Maximum Limit any one Occurrence all loss. Sublimits: \$20,000,000 Annual Aggregate EQ Except \$10,000,000 New Madrid Zone/\$5,000,000 CA; HI; AK Zones \$20,000,000 Annual Aggregate Flood except \$10,000,000 SFHA locations Named Storm-Included	*Varies
Everest Indemnity Insurance Co. QBE Specialty Insurance Company General Security Indemnity Co of AZ	8400006361-181 ESE16725-00 TR0001486-05477-18	10/01/2018 to 10/01/2019	Excess Earthquake Territory - CA, WA	\$40,255,976 Total Insured Values- Subject to Scheduled Locations on EQ Statement of Values	Follow Form as per Primary
Ironshore Specialty Insurance Co.- (\$5Milx\$10Mil) Maxum Indemnity/Lloyds Novae Syn (\$5M p/o \$10M x \$15M) Lloyds of London (\$5M p/o \$10M x \$15M) Landmark American Ins Co (\$35,861,159 x \$25M)	003806900 SPO06027805-04 SPE-0000019-01 LHT905705	10/01/2018 to 10/01/2019	Excess Flood	\$60,861,159 Total Insured Values- Subject to Scheduled Locations on Flood Statement of Values (N. Miami Bch, FL/New York City, NY)	Follow Form as per Primary
American Bankers Ins Co of Florida	87058011792019	08/06/2019 to 08/06/2020	NFIP Flood for 3701 NE 163rd St., North Miami Beach, FL 68500	\$500,000 - Contents only per Occurrence	\$1,000 Per Flood Occurrence
The Charter Oak Fire Ins Co (Travelers)	P-660-2L500375-COF-18	10/01/2018 to 10/01/2019	General Liability Liquor Liability	\$1,000,000 Ea Occurrence \$2,000,000 Gen Agg	NA
The Phoenix Insurance Co (Travelers)	BA-2L506644-18	10/01/2018 to 10/01/2019	Automobile	\$1,000,000 CSL Bodily Injury & Property Damage Liability (All Covered Vehicles incl Non-Owned/Hired Auto) \$5,000 Medical Payments \$1,000,000 Uninsured Motorists BI	No Liability Deductible \$1,000 Deductible Comprehensive \$1,000 Deductible Collision
Travelers Property Casualty Co of America	UB-2L507573-18	10/01/2018 to 10/01/2019	Workers Compensation	Employers Liability \$1,000,000/\$1,000,000/ \$1,000,000	NA
Travelers Property Casualty Co of America	CUP-8M965787-18	10/01/2018 to 10/01/2019	Umbrella	\$25,000,000	

Insurer	Policy Number	Policy Period	Type of Insurance	Coverage Limits	Deductibles/SIR
XL Specialty Insurance	ELU159741-19	02/01/2019 to 02/01/2020	Directors & Officers	\$5,000,000 Policy Combined Aggregate-\$5,000,000 Aggregate Directors & Officers including Investigative Costs \$250,000 Side A Coverage Aggregate Retroactive - 02/01/2018	\$2,500,000 Each Claim Retention D&O \$0 - Insured Person - Agreement A \$250,000 Retention EPL- Each Class Action or any demand three or more plaintiffs
Old Republic Insurance Co	ORPRO 41958	02/01/2019 to 02/01/2020	Excess D&O	\$5,000,000 x \$5,000,000 Per Claim/Aggregate	Per Underlying
Endurance Assurance Corporation	DOX10012486401	02/01/2019 to 02/01/2020	Excess D&O	\$5,000,000 x \$10,000,000 Per Claim/Aggregate	Per Underlying
Ironshore Specialty Insurance Co.	003429901	02/01/2019 to 02/01/2020	Employment Practices Liability/Fiduciary Liability	\$1,000,000 Employment Practices Liability Per Claim/Aggregate \$1,000,000 Fiduciary Liability Per Claim)Aggregate	\$175,000 Retention incl Defense Cost \$250,000 Class Action Suit (Employment Related Practices) \$5,000 Retention including Defense Cost (Fiduciary Liability)
Massachusetts Bay Insurance Co	BDA-1848562	10/01/2017 to 10/01/2020	Crime	\$1,000,000 Defense Cost Aggregate	\$25,000 Deductible

\* The property policies contain many sub-limits for items such as Flood, Earthquake, etc... The deductibles vary as noted here:  
\$15,000 All Other Per Occurrence Including Earth Movement Sprinkler Leakage, Except  
\$25,000 Earthquake except 5% for CA; HI; AK; PR; 2% New Madrid - Zone 1, Pacifici NW EQ Zone; subject to \$100,000 Minimum any One Occurrence  
\$25,000 Named Storm Except 3% for all Tier 1 - NC to Texas, Named Storm Harris County, TX; 5% for Named Storm Florida subject to \$100,000 Minimum  
\$25,000 Flood except \$500,000 Real Property/\$500,000 Personal Property/\$100,000 Other in FEMA High Hazard Flood Zones,(i.e. NFIP whether purchased or not)

**Schedule 5.17**

**Compliance with Laws**

Schedule 5.9 is incorporated herein by reference.

**Schedule 17**

**A. Corporate Employees**

**[Intentionally Omitted – Confidential Information]**

**B. Large Party Deposit**

Location	Sum of Net
New York	101,001
Houston	49,758
Mizner Park	48,137
Westwood	45,068
Scottsdale	18,741
Redmond	13,661
Hudson Lights NJ	11,726
Pike & Rose	10,800
Bolingbrook	5,800
Pasadena	5,144
Austin	4,807
Dobbs Ferry	3,984
Intracoastal Mall	3,500
Delray Beach	1,004
Fairview	500
South Barrington	185
Grand Total	323,815

# **EXHIBIT B**

## **Backup Bidder APA**

**ASSET PURCHASE AGREEMENT**

**by and among**

**Cinemex Holdings USA, Inc., a Delaware corporation  
as Purchaser,**

**Grupo Cinemex S.A. de C.V., a company organized under the laws of Mexico,  
as Purchaser Guarantor (solely for purposes of Section 12),**

**and**

**iPic-Gold Class Entertainment, LLC, a Delaware limited liability company, iPic Gold Class Holdings LLC, a Delaware limited liability company, iPic Media LLC, a Florida limited liability company, Delray Beach Holdings, LLC, a Florida limited liability company, and iPic Texas, LLC, a Texas limited liability company,**

**as Sellers**

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## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (the “**Agreement**”) is made and entered into as of October 17, 2019 (the “**Effective Date**”) by and among iPic-Gold Class Entertainment, LLC, a Delaware limited liability company, iPic Gold Class Holdings LLC, a Delaware limited liability company, iPic Media LLC, a Florida limited liability company, Delray Beach Holdings, LLC, a Florida limited liability company, and iPic Texas, LLC, a Texas limited liability company (each of the foregoing a “**Seller**” and collectively, the “**Sellers**”), Cinemex Holdings USA, Inc., a Delaware corporation (the “**Purchaser**”) and, solely with respect to Section 12 herein, Grupo Cinemex S.A. de C.V. (the “**Purchaser Guarantor**”). Sellers and Purchaser are sometimes collectively referred to as the “**Parties**.”

### **RECITALS**

The Parties hereby acknowledge that:

A. Sellers are engaged in the business of operating high-end movie theaters and restaurants, including at 16 locations in nine states in the United States and have executed leases for an additional nine sites in California, Georgia, Virginia, Washington, Connecticut, New York, Texas and Florida (such movie theaters and restaurants, including those located in such states, collectively, the “**Theaters**”, each individually a “**Theater**” and such business, the “**Business**”).

B. On August 5, 2019, each of the Sellers filed voluntary petitions for relief initiating bankruptcy cases (the “**Chapter 11 Cases**”) under chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

C. On the terms and conditions of this Agreement, and pursuant to sections 105, 363 and 365 of the Bankruptcy Code, Sellers wish to sell to Purchaser, and Purchaser wishes to purchase from Sellers, certain of the assets and properties of Sellers relating to the Business, and the assumption and assignment of certain executory contracts and unexpired leases pursuant to the terms hereof, all in the manner and subject to the terms and conditions set forth herein and in accordance with sections 105, 363 and 365 of the Bankruptcy Code (such transactions, the “**Contemplated Transactions**”).

### **AGREEMENT**

In consideration of their respective covenants set forth herein, the Parties agree as follows:

1. **Transfer of Assets.**

1.1 **Purchase and Sale of Assets.** On the Closing Date and on the terms and conditions hereinafter set forth in this Agreement and pursuant to sections 363 and 365 of the Bankruptcy Code and the Sale Order, each Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire, accept and receive from Sellers, free and clear of all Adverse Interests as and to

the extent provided in the Sale Order, all of each Seller's respective right, title and interest, as of the Closing Date, in and to the following assets and properties primarily used or held for use by Sellers in connection with the operation of that part of the Business that comprise the Purchased Assets including the Schedules referenced herein, other than any Excluded Assets (such assets and properties described below, other than the Excluded Assets, are collectively referred to herein as the "**Purchased Assets**"):

- (a) all Furniture and Equipment of Sellers at the Acquired Theatres, excluding certain consigned artwork identified on Schedule 1.1(a);
- (b) all Inventory located at (or in transit to) any of the Acquired Theaters as of the Closing Date, other than alcoholic beverage inventories in the jurisdictions set forth in Schedule 1.1(b) where the Law does not permit Purchaser to take title to such inventories or does not permit purchaser to take title to such inventories until Purchaser obtains the requisite Liquor License Approvals from the relevant Governmental Body; *provided, however*, Sellers shall transfer, assign, convey and deliver to Purchaser such alcoholic beverage inventories in each instance upon issuance of the relevant Liquor License Approval or other authorization from the relevant Governmental Body (whichever occurs first), and all rights of Sellers to take delivery of any Inventory ordered by Sellers before the Closing for delivery to any of the Acquired Theaters, which Inventory has not been delivered as of the Closing Date;
- (c) all Cash on Premises;
- (d) all Large Party Deposits relating to the Acquired Theatres;
- (e) all Intangible Property Assets, including the items identified on Schedule 1.1(e) hereto;
- (f) any interest of Sellers under the Theater Leases, the Other Contracts of Sellers and any Previously Omitted Contracts with respect to which an Order has been entered by the Bankruptcy Court authorizing the assumption and assignment of such Previously Omitted Contract (collectively, the "**Purchased Contracts**"), including, without limitation, credits, deposits, prepaid amounts, advance payments, security deposits and refunds of Sellers with respect to the Purchased Contracts as of the Closing Date, each to the extent described in Schedule 1.1(f);
- (g) to the extent transferable and assignable, all of the Sellers' interest in those Business Permits and all Liquor Licenses held by Sellers relating to the Acquired Theaters that are described on Schedule 1.1(g)(i) hereto, in each case to the extent transferable, other than alcohol Business Permits (including Liquor Licenses) in jurisdictions set forth in Schedule 1.1(g)(ii) where the law does not permit Purchaser to take title to such Business

Permits until it obtains the requisite approvals from the pertinent Governmental Body; Sellers shall transfer, assign convey and deliver to Purchaser such Business Permits in each instance only upon issuance of the requisite approvals from the relevant Governmental Body (collectively, the “**Business Permits**”);

- (h) Claims with respect to or in connection with any Purchased Contract or Purchased Asset (other than Avoidance Actions and the AMC Claims) and all guarantees, rights of indemnity, warranty rights and other recovery rights, including rights to insurance proceeds, in each case, in connection with a Purchased Contract or Purchased Asset (other than Avoidance Actions and the AMC Claims) and possessed by the Sellers as of Closing;
- (i) all accounts receivable (whether current or non-current) of the Business attributable to the operation of the Acquired Theaters as of the Closing even if such accounts receivable become due and payable after the Closing and all causes of action specifically pertaining to the collection of the foregoing (collectively, the “**Receivables**”);
- (j) all of Sellers’ rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Asset or Assumed Liability;
- (k) all potential development or new business opportunities of the Business (including potential development or acquisition of new locations), and all rights with respect thereto (including letters of intent and indications of interest, whether or not binding), to the extent set forth on Schedule 1.1(k) (collectively, the “**Development Opportunities**”);
- (l) all property and casualty insurance proceeds received or receivable in connection with the damage or complete destruction of any of the Purchased Assets that would have been included in the Purchased Assets but for such damage or complete destruction, in each case, net of any deductible, increase in insurance premium and/or the cost of repair or replacement and related administrative costs; and
- (m) all originals and copies of the books and records of the Purchased Assets, subject to Section 1.2(f).

1.2 Excluded Assets. The Purchased Assets shall include only those assets and interests specifically listed in Section 1.1 above and shall in all events exclude all right, title or interest of Sellers in or to any of the following (collectively, the “**Excluded Assets**”):

- (a) all cash and cash equivalents of Sellers, other than Cash on Premises;
- (b) any bank accounts of Sellers;

- (c) the Purchase Price and Sellers' rights thereto under this Agreement;
- (d) any Excluded Contracts, including any refund, rebate, credit or payment due to Sellers thereunder;
- (e) any Claims including the AMC Claims, other those Claims with respect to or in connection with any Purchased Contract or Purchased Asset;
- (f) (I) a copy of any books and records relating to any pre-Closing period, including, without limitation, (i) Tax Returns, financial statements, and corporate or other Entity filings, (ii) minute books, stock ledgers, and stock certificates of any Subsidiaries of Sellers, and (II) all originals and copies of documents relating to proposals to acquire the Business by Persons other than Purchaser;
- (g) all securities, whether capital stock or debt, and other ownership interests issued by any of the Sellers;
- (h) all assets of any Section 401(k) or other Seller benefit plan (including any Company Benefit Plan);
- (i) all intercompany claims by any Seller against any other Seller or any Subsidiary or other Affiliate of any Seller;
- (j) any item expressly excluded pursuant to the provisions of Section 1.1 above;
- (k) all Avoidance Actions;
- (l) any premium refunds (including, without limitation, for any prepaid premiums) of the Sellers arising from their insurance policies on account of reduction in workforce, liability coverage, and the like;
- (m) except only as provided in Section 1.1(f), all rights and claims to deposits (including, without limitation, any cash collateral for any obligation of Sellers and utility deposits and all postpetition deposits made by Sellers), credits, prepaid amounts, refunds, reimbursements, vendor and other rebates, set-offs and similar rights and claims of Sellers, including, without limitation, any of the foregoing relating to any Contract other than the Purchased Contracts, and including, for purposes of this Section 1.2(m), as to Tax credits, prepayments and refunds but only to the extent attributable to Excluded Taxes; and
- (n) personnel and employment records for current or former employees and individual independent contractors of the Business, except as provided for in Section 13.9.

1.3 Executory Contracts.

- (a) All Purchased Contracts (other than Previously Omitted Contracts) shall be assumed by Sellers and assigned to Purchaser at the Closing pursuant to and in accordance with the Procedures Order. Any Contract of any Seller that is designated as an Excluded Contract may be assumed or rejected by Sellers in Sellers' sole discretion and shall be deemed an Excluded Asset. At Purchaser's request, and at Purchaser's sole cost and expense, but in no event after thirty (30) days after the Closing Date, Sellers shall reasonably cooperate with Purchaser as reasonably requested (i) to allow Purchaser to enter into any amendments of any Purchased Contracts (including Designated Contracts) upon assumption of such Contract by Purchaser (and Sellers shall reasonably cooperate with Purchaser, to the extent reasonably requested by Purchaser, in negotiations with the counterparties thereof), and (ii) to otherwise amend any Purchased Contracts (including Designated Contracts) to the extent such amendments would not adversely affect any Seller or otherwise create any liability to any Seller; *provided* that Sellers shall not be required to enter into any such amendment if such amendment would result in (i) an assumption by any Seller of such Purchased Contract unless such Contract will be contemporaneously assigned to Purchaser at the time of such assumption by any Seller.
- (b) Sellers shall use their respective reasonable efforts to obtain one or more Orders of the Bankruptcy Court, which Order(s) shall be in form and substance consistent with the applicable provisions of the Sale Order, and shall reflect the terms and conditions set forth herein, with respect to the sale, assumption, and assignment by Sellers to Purchaser of all Purchased Contracts. All Cure Costs shall be borne and paid by Purchaser. Sellers shall use their reasonable efforts to resolve or adjudicate any pending objections or disputes asserted by contract counterparties to the amount of the Cure Costs and shall use their reasonable efforts to assist the Purchaser in resolving or adjudicating any pending objections or disputes asserted by contract counterparties to adequate assurance objections.
- (c) If requested by Purchaser on or before the earlier of (a) one-hundred eighty (180) days after the Closing, (b) the dismissal of the Chapter 11 Cases; (c) the conversion of the Chapter 11 Cases to chapter 7; or (d) the effective date of any plan of reorganization or liquidation, Sellers shall file a motion with the Bankruptcy Court on regular notice seeking to assume and assign any Designated Contract to Purchaser.

2. Consideration.

- 2.1 Purchase Price. In consideration of the transfer of the Purchased Assets to Purchaser and the other undertakings set forth herein, the purchase price shall be \$48,800,000 (forty-eight million eight hundred thousand dollars) (allocated in part

as set forth below, the “*Purchase Price*”), in cash and shall be payable, as follows:

- (a) On the Effective Date, Purchaser shall deposit into an account designated in writing by Sellers an amount equal to \$2,606,212.40 (two million six hundred six thousand two hundred twelve dollars and forty cents) to be held in escrow by the Sellers (the “*Deposit*”) in immediately available, good funds of the United States of America (funds delivered in this manner are referred to herein as “*Good Funds*”); and
- (b) On the Closing Date, an amount in Good Funds into an account designated in writing by Sellers at least two (2) Business Days prior to the Closing Date, equal to the Purchase Price, less the amount of the Deposit.

Purchaser allocates a portion of the Purchase Price as follows: \$100,000 (one hundred thousand dollars) for the value of the Acquired Theater Lease located in Atlanta, GA, and \$500,000 (five hundred thousand dollars) for the aggregate value of the Acquired Theater Leases located in Norwalk, CT, Fort Lauderdale, FL, Sunrise, FL, McLean, VA, and Kirkland, WA.

Additionally, on the Closing Date, Purchaser shall deposit into an account designated in writing by Sellers an amount equal to \$2,000,000.00 (two million dollars) to be held in escrow by Sellers for the payment of ordinary course postpetition trade payables incurred during the period prior to Closing, and to the extent any excess remains in escrow after payment of such postpetition trade claims, Sellers shall retain such excess.

## 2.2 Disposition of Deposit at Closing, Etc.

- (a) At Closing, the Deposit shall be credited and applied toward payment of the Purchase Price.
- (b) Except as set forth in Section 2.2(c) hereof, if this Agreement terminates without a Closing, Purchaser shall be entitled to the return of the Deposit.
- (c) If this Agreement is terminated by Sellers without a Closing pursuant to Section 14.3(a) or by Purchaser other than in accordance with this Agreement, Sellers shall, without limitation of Sellers’ rights and remedies under the circumstances, be entitled to the Deposit.

## 2.3 Assumed Liabilities. As additional consideration for the transfer of the Purchased Assets to Purchaser over and above the Purchase Price, effective as of the Closing Date, Purchaser shall assume the following Liabilities of Sellers related to the Purchased Assets or the Acquired Theaters (collectively, the “*Assumed Liabilities*”):

- (a) any obligation of Sellers to honor unexpired and outstanding Gift Certificates that remain outstanding as of the Closing Date whether or not such Gift Certificates were issued prior to or after the Petition Date. A

historical summary of the Seller's liabilities relating to Gift Certificates is listed on Schedule 2.3(a).

- (b) Liabilities arising out of the ownership or operation of the Purchased Assets after the Closing Date;
- (c) all Liabilities of Sellers under any Large Party Reservation relating to any Acquired Theater made with the payment of a Large Party Deposit at any time before the Closing Date and scheduled to be honored after the Closing Date;
- (d) all Liabilities of Sellers as of the Closing Date under Sellers' customer membership/loyalty programs, including but not limited to those set forth on Schedule 2.3(d);
- (e) all environmental Liabilities arising from and after the Closing Date under federal, state and local law relating to or arising out of or in connection with the Purchased Assets or the Acquired Theaters;
- (f) accrued vacation, sick pay, and other paid time off of the Transferred Employees as set forth on Schedule 2.3(g), as such amounts may change (increase or decrease) in the ordinary course of business pending the Closing Date;
- (g) all obligations to customers of Sellers for refunds, rebates, returns, discounts and the like incurred in the ordinary course of the Business of the Acquired Theaters prior to the Petition Date; and
- (h) Liabilities with respect to the Transferred Employees relating to employment, termination of employment or employment practices or workers' compensation insurance, in each case, solely to the extent arising out of or relating to the period after the Closing Date.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, other than the Assumed Liabilities, Purchaser shall not be obligated to assume or to perform or discharge any Liability of Sellers (such Liabilities not assumed by Purchaser, the "***Excluded Liabilities***"), which Excluded Liabilities for the avoidance of doubt shall include the following:

- (a) Bankruptcy Claims against or Liabilities of Sellers arising prior to the Closing except to the extent specifically included as Assumed Liabilities;
- (b) Bankruptcy Claims against Sellers arising under section 503(b)(9) of the Bankruptcy Code;
- (c) Bankruptcy Claims against or Liabilities of Sellers arising prior to the Closing under the Perishable Agricultural Commodities Act, 7 U.S.C.

§499a *et seq.*, the Packers and Stockyards Act, 7 U.S.C. §181 *et seq.*, or their state law correlates;

- (d) Excluded Taxes;
- (e) all environmental Liabilities arising prior to the Closing Date under federal, state or local law relating to or arising out of or in connection with the Purchased Assets or the Acquired Theaters;
- (f) all Liabilities of Sellers arising from or relating to any litigation against any Seller or any of their respective Affiliates, or arising from or related to the Purchased Assets or the Assumed Liabilities, pending or threatened or with respect to facts or circumstances existing as of or prior to the Closing;
- (g) all Liabilities of Sellers arising from or related to the operation or condition of the Purchased Assets or the Assumed Liabilities prior to the Closing or arising from or relating to the operation of the Business prior to the Closing;
- (h) all Liabilities arising from or relating to any asset of any Seller or any of their respective Affiliates, whether arising prior to or after the Closing (other than post-Closing Liabilities related to Purchased Assets);
- (i) all Liabilities which Purchaser could become liable for as a result of or in connection with any “de facto merger” or “successor-in-interest” theories of liability, but only to the extent incurred by Sellers on or prior to the Closing;
- (j) any liabilities or obligations relating to or arising out of the Excluded Assets;
- (k) all Bankruptcy Claims and Liabilities of Sellers in respect of Indebtedness, including the DIP Financing and the Credit Facility (except to the extent of any Cure Costs under any Purchased Contracts);
- (l) all Liabilities of Sellers relating to legal services, accounting services, financial advisory services, investment banking services or any other institutional professional services (“**Professional Services**”) performed in connection with this Agreement and any of the transactions contemplated hereby, and any claims for such Professional Services, whether arising before or after the Petition Date;
- (m) all Liabilities arising out of or relating to the Company Benefit Plans or any other Seller benefit plan, and all Liabilities relating to accrued payroll, vacation, sick leave, and other compensated time off, in each case, including all administrative functions;

- (n) all Liabilities involving current or former employees, directors and individual independent contractors of the Business, including with respect to any wages, bonuses, commissions, independent contractor or agent payments, payroll, workers' compensation, unemployment benefits, severance, change of control bonuses, success bonuses, stay or retention obligations (including under the Sellers' key employee incentive and retention plans), or any other similar payments (including administrative functions), in each case, except to the extent included in the Assumed Liabilities;
  - (o) postpetition trade payables of Sellers incurred prior to Closing; and
  - (p) all other Liabilities of Sellers that are not expressly included in the Assumed Liabilities.
- 2.5 Payment of Cure Costs. Notwithstanding anything herein to the contrary, all Cure Costs shall be the responsibility of the Purchaser.
- 2.6 Utilities Transition. Before the Closing Date, Sellers and Purchaser shall make mutually satisfactory arrangements with respect to the transition of gas, water, electricity and other utilities at the Acquired Theaters (the "*Utilities*"); *provided, however,* that to the extent any postpetition claims for Utilities services that come due after the Closing, such claims shall be the responsibility of the Purchaser.
- 2.7 Transitional Matters. From and after the Closing, Sellers shall retain full right and authority to use, enforce, pursue remedies and take actions with respect to any of the Excluded Assets.
- (a) From and after the Closing, Purchaser will retain and make available to Sellers or any trustee or other bankruptcy estate representative and their respective representatives acting on behalf of Sellers' estates, during normal business hours and upon reasonable advance written notice to Purchaser and for a period of three (3) years following the Closing Date, the documents delivered by Sellers to Purchaser, if reasonably needed by Sellers for liquidation, winding up, Tax reporting or other proper purposes; *provided,* that Sellers will use reasonable efforts to retain copies of documents and the Parties otherwise will reasonably cooperate to minimize inconvenience to Purchaser. Further, during the same period, Purchaser shall reasonably promptly provide such reports as Sellers may reasonably request to facilitate Sellers' post-Closing activities for the purposes described above in this Section 2.7(a).
  - (b) Previously Omitted Contracts.
    - (i) If prior to or following the Closing it is discovered that a Contract material to the operation of the Purchased Assets was not previously disclosed to Purchaser (any such Contract, a "*Previously Omitted Contract*"), Sellers shall, promptly following

the discovery thereof (but in no event later than five (5) Business Days following such discovery), notify Purchaser in writing of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract. Purchaser shall, if so notified (or otherwise upon becoming aware of any Previously Omitted Contract and after having been notified of its Cure Costs, if any), thereafter deliver written notice to Sellers, no later than five (5) Business Days following such notification from Sellers, designating, in its sole discretion, such Previously Omitted Contract as “Assumed” or “Rejected” (a “**Previously Omitted Contract Designation**”). A Previously Omitted Contract designated in accordance with this Section 2.7(b)(i) as “Rejected,” or with respect to which Purchaser fails to timely deliver a Previously Omitted Contract Designation, shall be an Excluded Contract. For the purposes of this Section 2.7(b)(i), a Contract shall have been disclosed to Purchaser if such Contract was available in the Sellers’ data room prior to the Auction.

- (ii) If Purchaser designates a Previously Omitted Contract as “Assumed” in accordance with Section 2.7(b)(i), (A) Schedule 1.1(f) shall be amended to include such Previously Omitted Contract and (B) Sellers shall file a motion with the Bankruptcy Court on regular notice seeking to assume and assign any Previously Omitted Contract to Purchaser (the “**Previously Omitted Contract Motion**”) on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Costs with respect to such Previously Omitted Contract and Sellers’ intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.7(b) with no adjustment to the Purchase Price. The Previously Omitted Contract Motion shall provide the counterparties to such Previously Omitted Contract notice as required under the Bankruptcy Code to object, in writing to the Sellers and Purchaser, to the Cure Cost and the assumption, assignment and sale of the Previously Omitted Contract. For the avoidance of doubt, (v) inability to obtain an assumption and assignment of any Previously Omitted Contract on or before the Closing Date shall not be a condition to Purchaser’s obligation to make the deliveries required of Purchaser at the Closing and otherwise consummate the Contemplated Transactions; (w) a Previously Omitted Contract that is fully assumed shall be deemed a Purchased Contract, (x) if Purchaser has not provided a written designation to assume any such Previously Omitted Contract in accordance with the foregoing, then such Previously Omitted Contract shall be deemed to be an Excluded Contract, (y) no prepetition Cure Costs shall be due or payable with respect to such Previously Omitted Contract until the permanent assumption thereof and (z) each such Contract that

becomes a Purchased Contract pursuant to this Section 2.7 shall concurrently be deemed to have become a Purchased Asset.

- (iii) After the Closing and prior to notifying the Purchaser as set forth in Section 2.7(b)(i), Sellers shall not terminate, amend, supplement, modify or waive any rights under, cause a default under or create any Encumbrance with respect to, any Contract (other than a Contract that is an Excluded Asset), or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed), unless Purchaser has provided notice to Sellers in writing designating such Contract for exclusion pursuant to this Section 2.7(b).
  - (iv) Rejection of Excluded Contracts. Notwithstanding anything contained herein to the contrary, Sellers may, in their sole discretion and at any time, assume and assign, amend, terminate, or reject any Excluded Contract that is not directly related to an Acquired Theater, including, but not limited to Film Distribution Contracts.
- (c) Purchaser, with the reasonable cooperation of the Sellers, shall use reasonable efforts to promptly (i) determine whether any filings or Consents are required under any applicable Law in connection with this Agreement and the Contemplated Transactions, (ii) make any such filings, furnish information required in connection therewith and seek to obtain timely any such Consents and (iii) resolve objections, if any, as may be asserted by any Governmental Body with respect to the Contemplated Transactions. If the assignment to Purchaser of any Purchased Contract pursuant to this Agreement is not permitted without the Consent of a third party and such restriction cannot be effectively overridden or canceled by the Sale Order or other related order of the Bankruptcy Court, the Parties will use reasonable efforts to obtain each such Consent prior to the Closing. If such Consent is not obtained by the Closing, each Seller will, with respect to each such Purchased Contract, from and after the Closing and until the earlier to occur of (x) the date on which such applicable Consent is obtained and (y) the date on which such Seller liquidates and ceases to exist, (A) not terminate, amend, supplement, modify or waive any rights under, or create any Encumbrance with respect to, any such Purchased Contract, or take any affirmative action not required by the terms thereof, without the prior written Consent of Purchaser (not to be unreasonably withheld or delayed) and (B) use reasonable efforts (subject to restrictions under Law) during the term of such Contract to (i) provide to Purchaser the benefits under such Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract in trust for Purchaser, pending receipt of the required Consent) designed to provide such benefits to Purchaser, and (iii) use reasonable efforts to

enforce for the account of Purchaser any rights of such Seller under such Contract (including the right to elect to terminate such Contract in accordance with the terms thereof upon the written direction of Purchaser). Purchaser will cooperate with the applicable Sellers in order to enable Sellers to provide to Purchaser the benefits contemplated by this Section 2.7(c). Purchaser will pay any amount it would have been required to pay under any such Contract had the Contract been assigned (after obtaining the requisite Consent) to Purchaser at the Closing in accordance with this Agreement. For the avoidance of doubt, the efforts contemplated by this Section 2.7(c) shall not include any obligation by Sellers to pay money (advance or otherwise) to any third party or to incur out of pocket expenses unless Purchaser advances such amounts. Further, Sellers' inability, or failure to, assume and assign to Purchaser any Purchased Contract at Closing shall not be a basis for Purchaser to terminate this Agreement.

- (d) Notwithstanding the foregoing, nothing contained in this Section 2.7 or in any other provision of this Agreement shall require Purchaser to (or to cause any of its Affiliates to) take or agree to take any action with respect to any Affiliate of Purchaser, including selling, divesting, conveying or otherwise limiting any freedom of action with respect to any of its or their assets, rights, products, licenses or businesses.

2.8 Purchase Price Allocation. Not later than thirty (30) days after the Closing Date, Purchaser shall prepare and deliver to Sellers for their review and consideration a schedule (the "***Allocation Schedule***") allocating the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items) among the various assets comprising the Purchased Assets in accordance with Treasury Regulation 1.1060-1 (or any comparable provisions of state or local tax law) or any successor provision. If Sellers disagree with or raise objections to the Allocation Schedule, Purchaser and Sellers will negotiate in good faith to resolve such objections. If the Parties are able to agree upon the allocation of the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items), Purchaser and Sellers shall report and file all tax returns (including any amended tax returns and claims for refund) consistent with such mutually agreed Purchase Price allocation, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings). Purchaser and Sellers shall file or cause to be filed any and all forms (including U.S. Internal Revenue Service Form 8594), statements and schedules with respect to such allocation, including any required amendments to such forms. If, on the other hand, the Parties are unable mutually to agree upon the manner in which the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items) should be allocated, Purchaser and the Sellers shall be free to make their own respective allocations of the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items) for tax purposes. Notwithstanding any other provisions of this Agreement, if the parties mutually agree upon the

allocation of the Purchase Price (along with the Assumed Liabilities and all capitalized costs and other relevant items), the provisions of this Section 2.8 shall survive the Closing.

- 2.9 Apportionment. Before the Closing Date, Sellers and Purchaser shall make mutually satisfactory arrangements with respect to, or take readings or other measurements of Utilities at the Acquired Theaters. On and as of the Closing, Sellers and Purchaser shall mutually determine (or, to the extent impractical, using the Parties' best estimates as of the Closing Date), and Purchaser shall pay promptly to Sellers, the amount of any rebates under beverage and other supplier contracts relating to the Acquired Theaters, all Utilities, rent, common area expense, real estate taxes, and insurance arising out of or relating to the Acquired Theaters under the Theater Leases therefor which were paid by the Sellers in respect of any period following the Closing. As additional consideration for the transfer of the Purchased Assets to Purchaser, in addition to the Purchase Price, Purchaser shall pay to Sellers at the Closing an amount equal to the amount of all prepaid amounts (other than those for the current month prorated in accordance with the above provisions of this Section 2.9) and deposits of Sellers held by any third party to the extent described in Section 1.1(f) above.
- 2.10 Withholding. Purchaser shall be entitled to deduct and withhold from any payment due to the Sellers by Purchaser under this Agreement such amounts as Purchaser is required by Law to deduct and withhold with respect to the Contemplated Transactions. If amounts are so withheld or deducted and timely paid to the appropriate taxing authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Seller or such other Person in respect of which such deduction and withholding was made.

3. Closing Transactions.

- 3.1 Closing. The Closing of the Contemplated Transactions (the "**Closing**") shall take place at 10:00 a.m. Eastern Standard time on or before the third (3<sup>rd</sup>) business day following the satisfaction or waiver by the appropriate Party of all the conditions contained in Section 4, or on such other date (no later than the Outside Date) as may be agreed to by the Parties hereto (the date on which the Closing occurs, hereinafter the "**Closing Date**").
- 3.2 Sellers' Deliveries to Purchaser at Closing. On the Closing Date, Sellers shall make the following deliveries to or for the benefit of Purchaser:
- (a) one or more Assignments and Assumption of Theater Lease substantially in the form attached as Exhibit "A" hereto, duly executed by the Sellers party to each thereof, with respect to the Theater Leases for the Acquired Theaters (the "**Assignments of Theater Leases**");
  - (b) an Assignment and Assumption of Leases and Contracts substantially in the form attached as Exhibit "B" hereto, duly executed by Sellers,

pursuant to which Sellers' interest in all Purchased Contracts (other than any Theater Leases and Previously Omitted Contracts) shall be assigned to Purchaser (the "*Assignment of Other Contracts*");

- (c) an Assignment of Intangible Property Assets, duly executed by Sellers substantially, in the form attached as Exhibit "C" hereto, pursuant to which Sellers' interest in all the Intangible Property Assets shall be assigned to Purchaser (the "*Assignment of Intangible Property Assets*");
- (d) any tangible embodiments of the Intangible Property Assets;
- (e) a Bill of Sale and Assignment, substantially in the form attached as Exhibit "D" hereto, duly executed by Sellers, pursuant to which Sellers' interest in any Purchased Assets not otherwise assigned at the Closing shall be assigned to Purchaser (the "*Bill of Sale*");
- (f) the duly executed Management Agreement attached as Exhibit E;
- (g) a properly executed affidavit of non-foreign status, reasonably satisfactory to Purchaser, that complies with Section 1445 of the Code and Section 1.1445-2(b)(2) of the Treasury Regulations, with respect to each Seller (or, if any Seller is a disregarded entity for federal income tax purposes, the sole owner of such Seller as determined for federal income tax purposes);
- (h) the certificate contemplated by Section 4.1(a), duly-executed by Sellers;
- (i) deliver any such other documents, funds or other things reasonably requested by Purchaser or contemplated by this Agreement to be delivered by Sellers to Purchaser at the Closing; and
- (j) a copy of the Sale Order that is a Final Order, as entered by the Bankruptcy Court.

3.3 Purchaser's Deliveries to Sellers at Closing. On the Closing Date, Purchaser shall make the following deliveries to or for the benefit of Sellers:

- (a) pay, by wire transfer of Good Funds, and in addition to the Purchase Price, all Cure Costs to the parties to whom and pursuant to the terms by which the Bankruptcy Court directs such payments to be made under the Sale Order;
- (b) instruct Seller in writing to release to Sellers the Deposit that they are holding in escrow for the Purchaser as a credit against the Purchase Price;
- (c) pay to Sellers, by wire transfer of Good Funds an amount equal to the Purchase Price, less the funds to be released pursuant to Section 3.3(b) above;

- (d) deliver the certificate contemplated by Section 4.1(a), duly executed by Purchaser;
- (e) deliver a counterpart of the Assignments of Theater Leases, duly executed by Purchaser;
- (f) deliver a counterpart of the Assignment of Other Contracts, duly executed by Purchaser;
- (g) deliver a counterpart of the Management Agreement, duly executed by Purchaser;
- (h) deliver an Assumption of Liabilities with respect to the Assumed Liabilities, substantially in the form attached as Exhibit “F” hereto, duly executed by Purchaser (the “*Assumption of Liabilities*”);
- (i) deliver appropriate evidence of all necessary Entity action by Purchaser in connection with the Contemplated Transactions, specifically: (i) resolutions duly adopted by Purchaser’s general partner(s) approving the Contemplated Transactions and authorizing the execution, delivery, and performance by Purchaser of this Agreement; and (ii) a certificate as to the incumbency of those officers of Purchaser executing this Agreement and any instrument or other document delivered in connection with the Contemplated Transactions; and
- (j) deliver any such other documents, funds or other things reasonably requested by Sellers or contemplated by this Agreement to be delivered by Purchaser to Sellers at the Closing.

3.4 Sales, Use and Other Taxes. Any and all sales, purchase, transfer, stamp, documentary stamp, use or similar taxes under the laws of the states in which any portion of the Purchased Assets is located, or any subdivision of any such state, or under any federal law or the laws or regulations of any federal agency or authority, which may be payable by reason of the sale or transfer of the Purchased Assets under this Agreement or the Contemplated Transactions shall be in addition to the Purchase Price and borne and paid by Purchaser. Sellers and Purchaser shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with taxes described in the immediately preceding sentence.

3.5 Possession and Risk of Loss.

- (a) Right to possession of the Purchased Assets shall transfer to Purchaser on the Closing Date. Sellers shall transfer and deliver to Purchaser on the Closing Date such keys, locks and safe combinations and other similar items as Purchaser may reasonably require to obtain occupation and control of the Purchased Assets, and shall also make available to Purchaser at their then existing locations the originals of all documents in Sellers’ actual possession that are required to be transferred to Purchaser

by this Agreement. The risk of loss of or damage or destruction to any of the Acquired Theaters to be conveyed to Purchaser under this Agreement shall be borne by Sellers to the time of Closing.

- (b) If on or prior to the Closing Date, all or part of any Acquired Theater (or shopping center wherein such Acquired Theater is located) is destroyed or damaged by fire, flood, earthquake, hurricane, or any other casualty, or if all or any part thereof is condemned, in whole or in part, by a Governmental Body (a “*Theater Casualty Event*” and such Theater affected by a Theater Casualty Event, a “*Damaged Theater*”), then Sellers shall, promptly, provide written notice thereof to Purchaser, and such notice shall include (i) a detailed description the relevant facts and circumstances of such Theater Casualty Event, (ii) copies of all insurance policies then in force relating to the applicable Theater affected by such Theater Casualty Event, and (iii) Sellers’ initial good faith estimate of the cost and timing to repair such Theater Casualty Event and recommence normal theater operations at such location (the “*Casualty Estimate*”). If there is a Theater Casualty Event, Purchaser shall proceed to the Closing in accordance with the terms of this Agreement and Sellers shall: (i) transfer and assign to Purchaser the Sellers’ right, title and interest in and to all insurance proceeds or condemnation award and remit to Purchaser all sums Seller previously received by way of such proceeds or award resulting or to result from said Theater Casualty Event, including, but not limited to, entering into any “back-to-back” contractual arrangements to ensure all insurance proceeds or condemnation awards in respect of such Theater Casualty Event are actually received by Purchaser and (ii) take such actions as Purchaser reasonably requests (all at Purchaser’s expense) to assist Purchaser in securing the insurance proceeds and condemnation awards resulting from the Theater Casualty Event (including, but not limited to, bringing claims under Sellers’ applicable insurance policies). For the avoidance of doubt, Purchaser shall bear the cost of any required “deductible” amount relating to a Theater Casualty Event under any applicable insurance policy.

3.6 Closing Date. All actions to be taken on the Closing Date pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected. Unless provided otherwise herein or agreed otherwise in writing by the Parties, documents delivered at the Closing shall be dated as of the Closing Date.

#### 4. Conditions Precedent to Closing.

4.1 Conditions to Sellers’ Obligations. Sellers’ obligation to make the deliveries required of Sellers at the Closing Date and otherwise consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions (unless such condition is waived by Sellers):

- (a) All of the representations and warranties of Purchaser contained herein shall continue to be true and correct at the Closing in all material respects (other than each such representation or warranty qualified by “materiality” which shall be true and correct in all respects), and Purchaser shall have performed or tendered performance in all material respects of each covenant on Purchaser’s part to be performed which, by its terms, is required to be performed at or before the Closing, and Sellers shall have received a certificate by an officer of Purchaser, dated as of the Closing Date, to such effect and to the effect that each of the conditions precedent to the Closing set forth in Section 4.2 either have been satisfied or have been waived by Purchaser.
- (b) Purchaser shall have tendered delivery of all items required to be delivered by Purchaser under Section 3.3.
- (c) No action, suit or other proceedings that is not stayed by the Bankruptcy Court shall be pending before any Governmental Body seeking or threatening to restrain or prohibit the consummation of the Contemplated Transactions, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any Governmental Body having appropriate jurisdiction.
- (d) The Bankruptcy Court shall have entered the Sale Order in accordance with Section 9 below and the Sale Order shall not have been reversed or stayed as of the Closing Date.

4.2 Conditions to Purchaser’s Obligations. Purchaser’s obligation to make the deliveries required of Purchaser at the Closing and otherwise consummate the Contemplated Transactions shall be subject to the satisfaction of each of the following conditions (unless such condition is waived by Purchaser):

- (a) All of the representations and warranties of Sellers contained herein shall continue to be true and correct at the Closing in all material respects (other than each such representation or warranty qualified by “materiality” which shall be true and correct in all respects), and Sellers shall have performed or tendered performance in all material respects each and every covenant on Sellers’ part to be performed which, by its terms, is required to be performed at or before the Closing, and Purchaser shall have received a certificate by officers of Sellers, dated as of the Closing Date, to such effect and to the effect that each of the conditions precedent to Closing set forth in Section 4.1 either have been satisfied or have been waived by Sellers.
- (b) Sellers shall have tendered delivery of all items required to be delivered by Sellers under Section 3.2.

- (c) No action, suit or other proceedings that is not stayed by the Bankruptcy Court shall be pending before any Governmental Body seeking or threatening to restrain or prohibit the consummation of the Contemplated Transactions, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any Governmental Body having appropriate jurisdiction.
- (d) The Procedures Order shall not have been voided, reversed or vacated or subject to a stay.
- (e) The Sale Order (i) shall have become a Final Order and (ii) shall not have been amended, modified or supplemented in any way, subject only to immaterial clarifications, without Purchaser's prior written consent (*provided* that clause (ii) of this Section 4.2(e) shall be waived with respect to a particular amendment, modification or supplement if Purchaser does not exercise its right to terminate this Agreement pursuant to Section 14.4(b) on or before the earlier of five (5) calendar days after such amendment, modification or supplement or the Outside Closing Date; *provided* that Purchaser shall have the right to terminate pursuant to Section 14.4(b) without any time restrictions if such amendment, modification or supplement occurred due to Sellers' breach of this Agreement.
- (f) The Bankruptcy Court shall not have entered an Order (i) appointing a trustee or examiner with expanded powers or (ii) dismissing the Chapter 11 Cases or converting the Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code.
- (g) Purchaser shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of each Seller, certifying that no Theater Casualty Event shall have occurred on or prior to the Closing to the best of Sellers' Knowledge.

5. Sellers' Representations and Warranties.

Each of the Sellers (as to itself) hereby makes as of the Closing Date (or if made as of a specified date, as of such date) the following representations and warranties to Purchaser:

- 5.1 Organization. Each of the Sellers (i) is in good standing in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be in such good standing, as would not, individually or in the aggregate, have a material adverse effect and (ii) has all requisite entity power and authority to own, lease and, subject to the provisions of the Bankruptcy Code applicable to debtors in possession, to operate its properties, carry on the Business as now being

conducted, and to enter into this Agreement and to consummate the Contemplated Transactions.

- 5.2 Validity and Enforceability. The execution, delivery and performance of this Agreement by each of the Sellers and the consummation by each of the Sellers of the Contemplated Transactions have been duly authorized by all requisite corporate or other organizational action. Subject to the entry and effectiveness of the Sale Order, this Agreement has been duly and validly executed and delivered by each of the Sellers and (assuming this Agreement constitutes a valid and binding agreement of Purchaser) constitutes a valid and binding agreement of each of the Sellers, enforceable against each of the Sellers in accordance with its terms, except as to the effect, if any, of the Standard Exceptions to Enforceability.
- 5.3 No Conflict; Consents.
- (a) Except as set forth on Schedule 5.3, and subject to the entry of the Sale Order, neither the execution, delivery or performance of this Agreement by any of the Sellers, nor the consummation by any of the Sellers of the Contemplated Transactions, nor compliance by any of the Sellers with any of the provisions hereof, (a) conflict with or result in any breach of the respective Organizational Documents of Sellers, (b) result in a violation or breach of, or constitute (with or without notice or lapse of time) a default or require any Consent (or give rise to any right of termination, cancellation, vesting, payment, exercise, acceleration, suspension or revocation) under, any of the terms, conditions or provisions of, any note, bond, mortgage, deed of trust, security interest, Business Permit (including Liquor Licenses) or Contract to which any of the Sellers is a party or by which any of the Business, Purchased Assets or Sellers' properties or assets may be subject, bound or affected, (c) violate any Legal Requirement applicable to the Sellers, the Sellers' properties or assets or the Business or the Purchased Assets, (d) result in the creation or imposition of any Encumbrance on any asset of the Sellers or the Business or the Purchased Assets, or (e) cause the suspension or revocation of any Business Permits or Liquor Licenses.
- 5.4 Contracts. Schedule 5.4 sets forth a complete list, as of the date hereof, of all material Contracts (including, without limitation, all Theater Leases) to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Purchased Assets. Purchaser has received true and complete copies of such material Contracts (including, without limitation, all Theater Leases) and any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date of this Agreement. Each material Contract is in full force and effect, and no party is in material breach of or material default under such Contract (other than for prepetition payment failures and otherwise as a result of the filing of the Chapter 11 Cases) and no material Contract requires prepayments, additional payments or increased

payments by the Business as a result of the consummation of the Contemplated Transactions.

5.5 Real Property.

- (a) No Seller owns any real property, other than the leasehold interests in the Theater Leases.
- (b) Schedule 5.5 sets forth the address of each Theater (including each Theater Lease). Except as described on Schedule 5.5, (1) each Theater Lease referenced in the foregoing sentence is valid and enforceable in accordance with its terms and is in full force and effect, other than as a result of the commencement of the Chapter 11 Cases; (2) no default by any party to any lease or sublease for such Acquired Theater exists other than for payment failures set forth on Schedule 5.5 and except as to any “ipso facto” or other similar defaults negated by the Bankruptcy Code or the Sale Order; (3) there are no leases, subleases, licenses, concessions, options, or rights of first refusal to purchase or lease, or other agreements, written or oral, granting to any party or parties the right of use, occupancy or possession of any Acquired Theater referenced in the first sentence of Schedule 5.5 or any portion thereof and there are no parties (other than Sellers) in possession of such Acquired Theaters or any portion thereof; (4) no security deposit or portion thereof deposited with such Theater Lease has been applied in respect of a breach or default under such Theater Lease which has not been redeposited in full; (5) [reserved]; (6) [reserved]; (7) [reserved]; (8) to the extent required by applicable Laws, Sellers hold current and valid certificates of occupancy for each Acquired Theater and there have been no renovations to any Acquired Theater or any other change in circumstances that would reasonably be expected to require the issuance of a new certificate of occupancy for any such buildings; (9) Seller has not received any written notice of existing, pending or threatened (i) condemnation proceedings affecting the Theater Leases, or (ii) zoning, building code or other moratorium proceedings, or similar matters which would reasonably be expected to materially and adversely affect the ability to operate the Acquired Theaters as currently operated; (10) neither the whole nor any material portion of any Theater Lease has been damaged or destroyed by fire or other casualty; and (11) Seller has not received any notification of any material violation as of the date hereof of any applicable health, fire, safety, zoning and building laws and ordinances for any of the Theater Leases.
- (c) Except as disclosed on Schedule 5.5 and subject to the Sale Order: (1) Sellers have not assigned, subleased, mortgaged, deeded in trust or otherwise transferred any lease interest therein, other than with respect to the Credit Facility or the DIP Financing; (2) the improvements on each Theater Lease have access to such sewer, water, gas, electric, telephone and other utilities as are necessary to allow the Business of Sellers

operated thereon to be operated in the ordinary course of business of such Sellers as currently operated; and (3) the improvements located on each Theater Lease currently in operation are in sufficiently good condition (except for ordinary wear and tear) to allow the Business of Sellers operated thereon to be operated in the ordinary course of business of such Sellers as currently operated and all improvements and fixtures on Theater Lease conform to all applicable health, fire, safety, environmental, zoning and building laws and ordinances.

- 5.6 Title to Purchased Assets. Except as set forth on Schedule 5.6, Sellers have good, valid, marketable, and undivided title to and sole ownership of the Purchased Assets free and clear of all Encumbrances, other than Permitted Encumbrances, and, subject to entry of the Sale Order, Purchaser will be vested, to the maximum extent permitted by sections 363 and 365 of the Bankruptcy Code with good, valid, marketable, and undivided title to the Purchased Assets free and clear of all Adverse Interests, other than Permitted Encumbrances.
- 5.7 Permits. Each Seller holds and is, as of the date hereof, in all material respects, in compliance with all material Business Permits and Liquor Licenses of all Governmental Bodies required for the conduct of the Business, the ownership of its properties and for construction occurring at the Theater Leases currently in operation and no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit. Schedule 5.7 sets forth a list of all such material Business Permits and Liquor Licenses including their respective issuance date and expiration date, and all such material Business Permits and Liquor Licenses are in full force and effect. All fees and charges with respect to such Business Permits and Liquor Licenses for the Theater Leases currently in operation that are due and payable as of the date hereof have been paid in full. No written notices have been received by any Seller alleging the failure to hold any material Business Permit or Liquor License for the operation of the Business.
- 5.8 Environmental Matters.
- (a) Sellers are, as of the date hereof, in compliance with all applicable Environmental Laws, except in any such case where the failure to be in compliance would not have a material adverse effect, and there are no Liabilities under any Environmental Laws with respect to the Business which are reasonably be expected to be material to the Business or the Purchased Assets, in each case, taken as a whole.
  - (b) Sellers have obtained and possess all material Business Permits required under applicable Environmental Laws for the operation of the Business and are in material compliance with all terms and conditions of such Business Permits.
  - (c) No Seller has received, within the three (3) years prior to the date hereof,

any written notice of material violation of or notice of material liability arising under, Environmental Laws, the subject of which is unresolved.

- (d) There are no material Legal Proceedings pending or, to the Sellers' Knowledge, threatened, against Sellers pursuant to Environmental Laws.
- (e) No Seller is subject to any material judgment, Order or decree of any court or Governmental Body that is outstanding and was issued pursuant to Environmental Laws.

5.9 Litigation. Except for the pending Chapter 11 Cases and except as set forth in Schedule 5.9 hereto, there is no Legal Proceeding pending that, once the Sale Order is given effect, will result in any Liability on Purchaser or, to the Sellers' Knowledge, threatened against or affecting any of the Sellers that would likely result in the imposition of any material Liability on Purchaser or in respect of the Business or the Purchased Assets, nor is there any material judgment or Order of any Governmental Body outstanding against Sellers.

5.10 Employees and Employee Benefits.

- (a) Schedule 5.10(a) sets forth a complete and correct list of all material Company Benefit Plans. A "Company Benefit Plan" is an Employee Benefit Plan that is sponsored, maintained or contributed to by Sellers or any of their Affiliates for or on behalf of any current or former employees, directors, officers or individual independent contractors of the Business, or any Employee Benefit Plan with respect to which the Sellers or any their Affiliates thereof has any Liability in respect of any current or former employees, directors, officers or individual independent contractors of the Business, but excluding any statutory plans (each a "*Company Benefit Plan*" and, collectively, the "*Company Benefit Plans*").
- (b) No Seller or any ERISA Affiliate maintains, sponsors, contributes to, has any obligation to contribute to, or has any Liability under or with respect to any plan subject to the funding requirements of Section 412 of the Code or Section 302 or Title IV of ERISA or any multiemployer plan (as defined in Section 3(37) of ERISA) subject to Title IV of ERISA. No Company Benefit Plan provides for post-retirement medical or life insurance.
- (c) Each Company Benefit Plan has been maintained, funded, and administered in all material respects in accordance with its terms and complies in form and in operation in all material respects with all applicable requirements of ERISA, the Code and other applicable Laws.
- (d) Sellers have delivered to Purchaser complete and correct copies of, as applicable, the current plan document and summary plan description, the most recent determination letter received from the IRS, and the most

recent annual report (Form 5500, with all applicable attachments) with respect to each Company Benefit Plan.

- (e) The consummation of the transactions contemplated by this Agreement alone, or in combination with any other event (including, without limitation, a termination of any employee, officer, director, or stockholder of Sellers whether current, former or retired), will not give rise to any postpetition administrative liability under any Company Benefit Plan, including liability for severance pay, supplemental unemployment compensation, or termination pay, or accelerate the time of payment, funding or vesting or materially increase the amount of postpetition administrative compensation or benefits due to any employee, officer, director, or stockholder of Sellers or any of their Affiliates (whether current, former or retired) or their beneficiaries. No Seller has any indemnity or gross-up obligation for any Taxes imposed on any employee, officer, director or stockholder of Sellers or any of their Affiliates (whether current, former or retired) under Section 4999 or 409A of the Code.
- (f) Sellers have made available to the Purchaser a correct and complete list of each Business Employee as of the date hereof and, to the extent applicable, his or her respective (i) title, (ii) location, (iii) current base salary or hourly wage rate, (iv) date of hire or engagement, (v) employment classification (full-time or part-time and exempt or non-exempt), (vi) average hours worked per week in the preceding twelve (12) month period for each part-time Business Employee, (vii) 2019 bonus target, (viii) commission or fee arrangement and commissions, and (ix) annual vacation, sick leave and other paid time off allowance.
- (g) No Seller or Affiliate of any Seller is a party to or bound by any collective bargaining agreement applicable to Business Employees, nor is any such agreement presently being negotiated. To the Sellers' Knowledge, no campaigns are being conducted seeking to authorize representation of Business Employees by any labor union. No labor strike, material grievance, concerted slowdown, work stoppage, lockout or other material labor disruption is in effect or, to the Sellers' Knowledge, threatened. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Business, taken as a whole, as of April 1, 2019 and except as disclosed in Schedule 5.10(g), (i) there have been no Legal Proceedings by or on behalf of any current, former or prospective Business Employee pending or, to the Sellers' Knowledge, threatened in writing with respect to or relating to the employment practices of the Sellers, and (ii) with respect to Business Employees, the Sellers are and have been in compliance in all material respects with all applicable Laws relating to labor, employment and the termination thereof, including with respect to the classification of employees as exempt or non-exempt from overtime pay requirements, the proper classification of individuals as

nonemployee contractors or consultants, and payments to any Business Employees for any wages, salaries, commissions, bonuses, vacation time, incentive payments or other direct compensation for any services performed by them to date.

5.11 Taxes.

- (a) Each Seller has filed or caused to be filed all income Tax Returns and other material Tax Returns that it was required to file (taking into account any valid extension of time to file), and all such filed Tax Returns were correct and complete in all respects. Except as set forth on Schedule 5.11(a), all material Taxes owed by Sellers and all Taxes with respect to the Business or the Purchased Assets (whether or not shown on any Tax Return) have been timely paid.
- (b) No written claim has been made by a Governmental Body in a jurisdiction where Sellers do not file Tax Returns with respect to the Purchased Assets such that Sellers or the Business is or may be subject to taxation by that jurisdiction.
- (c) There is no audit, dispute, claim or controversy concerning any Tax Liability or Tax Return of Sellers which relates to the Business or the Purchased Assets that is ongoing or that has been threatened in writing;
- (d) Each Seller has withheld and collected all material Taxes required to have been withheld and collected and has paid over to the proper taxing authority all such Taxes in a timely manner. With respect to the Business, each Seller has, collected all material sales and use taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate taxing authority, or has been furnished properly completed exemption certificates and has maintained all such records and supporting documents in the manner required by all applicable sales and use tax statutes and regulations; and
- (e) No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which relates to the Business or the Purchased Assets.

Notwithstanding anything in this Agreement to the contrary, (i) the representations in Section 5.11 are the sole representations or warranties made with respect to Taxes in this Agreement; and (ii) no representation or warranty is made with respect to the availability of any Tax attribute or the appropriateness of any Tax position in respect of Taxes.

5.12 Intellectual Property.

- (a) Schedule 5.12(a) sets forth a list of all Intellectual Property Assets that are registered or issued, in any jurisdiction, under the authority of any

Governmental Body or domain name registrar, and all applications for such registration and issuance of Intellectual Property Assets, in each case that is owned or purported to be owned by Sellers.

- (b) No third party is currently infringing, misappropriating, or otherwise violating any of the Intellectual Property Assets and there are no claims that the operation of the Business or any of the Intellectual Property Assets are infringing, misappropriating, or otherwise violating any intellectual property rights of any third party, and there is no valid basis for any such claim.
- (c) All of the Trademark, Patent, Domain Name and Copyright registrations that are included in the Intellectual Property Assets are subsisting, and to the knowledge of the Sellers, valid and enforceable.
- (d) No third party has possession of, or any current or contingent right to access or possess any material proprietary source code included in the Purchased Assets; and no material proprietary source code included in the Purchased Assets is governed by or used or interacts with any “open source” software or “open source” license in a manner that would require such source code to be licensed or made available to third parties.

5.13 Privacy and Cybersecurity.

- (a) The Sellers (with respect to the Business) are in compliance with their respective posted privacy policies and all applicable Laws and industry standards governing data and system security, privacy and the collection, use, processing, storage, distribution, transfer and/or disclosure of any personal information.
- (b) The Sellers (with respect to the Business) have taken commercially reasonable measures consistent with industry standards to maintain and protect the integrity, security, redundancy and continuous operation of their software and systems (and the data therein) and there has been no material breach, violation, corruption or outage of or unauthorized access to same.

5.14 Personal Property. All tangible personal property, including all machinery, equipment (including movie projectors), computers, mobile phones, fixtures, trade fixtures, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, office supplies, production supplies, spare parts, other miscellaneous supplies, and other tangible personal property of any kind owned by any Seller that is included within the Purchased Assets: (a) is in good working condition in all material respects, (b) is not materially damaged in any significant way (subject to normal wear and tear) and (c) is free and clear of Encumbrances.

- 5.15 Insurance. Schedule 5.15 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by any Seller and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "Insurance Policies"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Sellers since December 31, 2018. Other than as set forth on Schedule 5.15, as of the date hereof, all Insurance Policies provide coverage for the Business (as it relates to the Acquired Theaters) for businesses of similar size in the industry and locale in which the Business (as it relates to the Acquired Theaters) operates, are in full force and effect and no notice of cancellation or termination has been received by Sellers with respect to any such Insurance Policy. All premiums due and payable by Sellers or their Affiliates under any Insurance Policies prior to the date hereof have been duly paid. There are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.
- 5.16 Goodwill and Prepaid Tickets. As of the date hereof, all unexpired, unredeemed and outstanding (a) tickets sold to consumers entitling the holder thereof to admission and (b) motion picture theater admission tickets, guest passes, complimentary passes, re-admission passes, private event certificates, Gift Certificates and other cards, passes and certificates which entitle such ticketholders to admission, food, beverages or other goods without any further consideration or at a discount are reflected on Schedule 2.3(a), and are appropriately reflected in the Financial Statements and managed in compliance with all applicable Laws.
- 5.17 Compliance with Laws. Except as set forth in Schedule 5.17, (x) Seller is, as of the date hereof, in compliance in all material respects with all Laws applicable to the conduct and operation of the Business as currently conducted and operated, or the ownership and use of the Purchased Assets and (y) there are not, as of the date hereof, any Legal Proceedings or other claims of any kind pending, or threatened in writing, alleging that Seller or any of its Affiliates failed to comply with Titles I and III of the Americans with Disabilities Act of 1990, as amended, from time to time, Public Law 101-336; 42 U.S.C. §§ 12101, et seq., or any similar applicable Law governing access for the disabled or handicapped, with respect to any theater.
- 5.18 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of any of the Sellers is, or will be, entitled to any commission or broker's or finder's fees from Purchaser in connection with the Contemplated Transactions; *provided, however*, the Sellers' investment banker, PJ Solomon, L.P. and/or its affiliate PJ Solomon Securities, LLC, shall seek the Bankruptcy Court's approval to receive a transaction fee in accordance with the terms of its retention application. .

5.19 Bankruptcy Notices. Sellers have served, as required by the Bankruptcy Code and the Federal Rules of the Bankruptcy Procedure, appropriate notice of the sale of the Purchased Assets to all Persons entitled to notice, including all counterparties to all Purchased Contracts that Sellers are or may seek the sale, assumption and assignment of such Purchased Contracts, all holders of record of Adverse Interests, and all applicable Governmental Bodies asserting claims in these cases.

6. Purchaser's Representations and Warranties.

In addition to the representations and warranties contained elsewhere in this Agreement, Purchaser hereby makes the following representations and warranties to Sellers as of the Closing Date (or if made as of a specified date, as of such date):

6.1 Organization. Purchaser is a corporation duly formed, validly existing and in good standing under the laws of Delaware. Purchaser has all requisite corporate power and authority to own, lease and operate its properties, execute and deliver this Agreement, and to perform its obligations hereunder and consummate the Contemplated Transactions.

6.2 Validity and Enforceability. This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser enforceable against it in accordance with its terms, except as may be limited by the Standard Exceptions to Enforceability.

6.3 No Conflict; Consents. The execution, delivery and performance of this Agreement and all writings relating hereto by Purchaser have been duly and validly authorized. The execution and delivery of this Agreement, the consummation of the Contemplated Transactions, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Purchaser do not and will not: (i) conflict with or result in a breach of the Organizational Documents of Purchaser; (ii) violate any Legal Requirement; (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Purchaser is a party or by which Purchaser or its assets or properties may be bound or (iv) require the Consent, notice or other action by any Person under any Contract or Permit to which a Purchaser is a party or by which Purchaser is bound.

6.4 Financial Resources. The Purchaser has the financial resources necessary to consummate the Contemplated Transactions upon the terms and conditions set forth in this Agreement, and such financial resources are not subject to any constraints, conditions or contingencies that could in any way materially affect the Purchaser's ability to consummate the Contemplated Transactions or perform hereunder.

- 6.5 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of Purchaser is, or will be, entitled to any commission or broker's or finder's fees from Sellers in connection with the Contemplated Transactions.
7. "AS IS" Transaction. Purchaser hereby acknowledges and agrees that, except only as expressly provided in Section 5 above, Sellers make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets (including, without limitation, income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of any tangible Purchased Assets, the environmental condition or other matter relating to the physical condition of any real property or improvements which are the subject of any Theater Lease, the zoning of any real property or improvements which are the subject of any Theater Lease, the value of the Purchased Assets (or any portion thereof), the transferability of the Purchased Assets or any portion thereof, the terms, amount, validity, collectability or enforceability of the Receivables or any Assumed Liabilities or Sellers' Contract, the merchantability or fitness of the Furniture and Equipment, the Inventory or any other portion of the Purchased Assets for any particular purpose, or any other matter or thing relating to the Purchased Assets or any portion thereof). Without in any way limiting the foregoing, Sellers hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets. Purchaser further acknowledges that Purchaser has conducted an independent inspection and investigation of the physical condition of all portions the Purchased Assets and all such other matters relating to or affecting or comprising the Purchased Assets and/or the Assumed Liabilities as Purchaser deemed necessary or appropriate and that in proceeding with the Contemplated Transactions, Purchaser is doing so based solely upon such independent inspections and investigations. Accordingly, Purchaser will accept the Purchased Assets at the Closing "AS IS," "WHERE IS" and "WITH ALL FAULTS."
8. Covenants.
- 8.1 Liquor License Approvals.
- Sellers shall use their reasonable efforts to cooperate with Purchaser in connection with Purchaser's filings with any Governmental Body or any third party with respect to any of the Liquor Licenses and obtaining the necessary Consents pertaining to transfer and/or issuance of the Liquor Licenses to Purchaser ("**Liquor License Approvals**"), including by entering into the Management Agreement.
- 8.2 Access to Premises. From the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with Article 14, the Sellers shall permit Purchaser and its representatives to have access (at reasonable times and upon reasonable notice) to representatives of the Sellers and to all premises, properties (including for the purposes of environmental inspection), books, records (including Tax records of the Sellers), Contracts, financial and operating data and other information and documents to the extent relating to the Business or any of the Purchased Assets, and to make such copies of such books, records,

Contracts, data, information and documents as Purchaser or its representatives may reasonably request.

- 8.3 Adequate Assurance Regarding Purchased Contracts. With respect to each Purchased Contract and Theater Lease set forth on Schedule 1.1(f), and if applicable, with respect to Designated Contracts that are assumed, Purchaser shall provide adequate assurance of the future performance of such Purchased Contract and Theater Lease by Purchaser as required by the Procedures Order, and Purchaser shall bear all risk associated with any failure by Purchaser to make such showing to the Bankruptcy Court's satisfaction.
- 8.4 Personally Identifiable Information. Purchaser shall honor and observe any and all policies of Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals and otherwise comply with the requirements of section 363(b)(1)(A) of the Bankruptcy Code.
- 8.5 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Purchaser. There shall be no liability or obligation of Purchaser to any Seller, to Sellers' creditors, or to others, growing out of or arising from the transfer by Sellers of the Purchased Assets to Purchaser under the provisions of this Agreement. The Parties intend that, pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Adverse Interests in the Acquired Assets, including any Adverse Interests arising out of the bulk transfer Laws, and the Parties shall use reasonable efforts to so provide in the Sale Order.
9. Bankruptcy Court Actions.
- 9.1 Sellers shall seek approval of the sale of the Purchased Assets to Purchaser on the terms and conditions set forth in this Agreement and substantially in the form attached hereto as Exhibit "G" (the "**Sale Order**"). Seller shall file the Sale Order with the Bankruptcy Court in accordance with the Procedures Order. Any material changes to the form of the Sale Order must be approved by Purchaser and Sellers in their respective sole discretion. In accordance with the Procedures Order, within 24 hours of the filing of the Sale Order, Purchaser shall send by overnight delivery to each non-debtor counterparty to a Purchased Contract (other than Previously Omitted Contracts) the financial and other commercial information to demonstrate adequate assurance of future performance of such Purchased Contracts.
- 9.2 (i) Purchaser and Sellers shall take all actions as may be reasonably necessary, and in accordance with the Procedures Order, to cause the Sale Order to be issued, entered and become a Final Order and (ii) Sellers shall use reasonable efforts to obtain the issuance and entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy

Court. Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser in accordance with the Procedures Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

9.3 [Reserved].

9.4 The Parties shall use reasonable efforts to consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Sale Order. Each Seller shall, to the extent practicable, promptly provide Purchaser and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that such Seller has in its possession (or receives) pertaining to the Sale Motion, or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to Purchaser and its counsel. No Seller shall seek any modification to the Sale Order by the Bankruptcy Court or any other Governmental Body of competent jurisdiction to which a decision relating to the Chapter 11 Cases has been appealed without the prior written consent of Purchaser (not to be unreasonably withheld or delayed), to the extent such modification is adverse to the Purchaser.

9.5 [Reserved].

9.6 Notwithstanding anything expressed or implied herein to the contrary, other than in the ordinary course of the Business, Sellers shall not consent or agree to the allowance of any Bankruptcy Claim to the extent it would constitute an Assumed Liability without the prior written consent of Purchaser. Each Seller shall use reasonable efforts to cause the Sale Order to provide that Purchaser will have standing in the Chapter 11 Cases to object to the amount of any Bankruptcy Claim to the extent it would constitute an Assumed Liability and that the Bankruptcy Court will retain the right to hear and determine objections.

9.7 On September 13, 2019, the Bankruptcy Court entered an order (the "**Procedures Order**") approving certain sale procedures and bidder protections with respect to the sale of the Business.

10. Reasonable Efforts.

Subject to the terms and conditions of this Agreement:

10.1 During the period prior to Closing, Sellers and Purchaser shall (a) use their reasonable efforts (i) to cause the conditions in Section 4 to be satisfied, (ii) to deliver or cause to be delivered at the Closing the items to be delivered by Sellers and Purchaser pursuant to Section 3.2 and Section 3.3, and (iii) to take all other actions to consummate the Contemplated Transactions, and (b) not take any action that will have the effect of unreasonably delaying, impairing or impeding

the receipt of any authorizations, Consents, or Orders to be sought pursuant to this Agreement.

10.2 From and after the Closing, Sellers and Purchaser shall use reasonable efforts to deliver or cause to be delivered such additional documents and other papers and to take or cause to be taken such further actions as may be necessary, proper or advisable to make effective the Contemplated Transactions and to carry out the provisions hereof; *provided* that nothing herein shall require Sellers to execute any document or take any action that would (i) impose or involve obligations or Liabilities on Sellers over and above those imposed on Sellers by the other provisions of this Agreement, (ii) involve any cost or expense (individually or in the aggregate) that is not nominal in amount, or (iii) include joining or otherwise becoming a party to any action or proceeding of any kind.

10.3 From and after the Closing, Purchaser and Sellers shall use their reasonable efforts to cooperate in the transition of the Business from Sellers to Purchaser; *provided* that neither Party shall be required to expend other than nominal unreimbursed costs in providing such cooperation.

11. Conduct Pending Closing.

11.1 Except with the prior written consent of Purchaser, as otherwise contemplated or permitted by this Agreement or as required by the Bankruptcy Code, from the Effective Date until the Closing Date, Sellers shall, and shall cause each of their Affiliates to: (a) operate the Acquired Theaters in the ordinary course of business during the immediately preceding six (6) month period, but in all respects subject to the limitations provided by the DIP Financing, (b) comply with all Legal Requirements applicable to the operation of the Business and preserve its present Business organization, operations and franchise, and maintain in effect all Business Permits for the Acquired Theaters, (c) keep available the services of their directors, officers and employees (other than employees of non-Acquired Theaters), and (d) preserve the rights, franchises, goodwill and relationships of its Employees, customers, lenders, suppliers, regulators and others having relationships with the Acquired Theaters, in each of the foregoing cases, taking into account Sellers' status as debtors-in-possession, and subject to the limitations set forth in the DIP Order.

11.2 Sellers shall promptly inform Purchaser in writing of the occurrence or non-occurrence of any event actually known by Sellers that would cause any condition set forth in Section 4.2 not to be satisfied or the breach of any covenant hereunder by Sellers.

11.3 Each Party agrees that it will not make any public announcement or issue any press release or respond to any press inquiry with respect to this Agreement or the Contemplated Transactions without the prior approval of the other Party (which approval will not be unreasonably withheld), except as may be required (i) by any applicable Legal Requirement, or (ii) to administer the Chapter 11 Cases.

12. Purchaser Guarantee.

12.1 Purchaser Guarantor hereby unconditionally guarantees to Sellers the prompt and full discharge by Purchaser of each of Purchaser's covenants, agreements, obligations and liabilities under this Agreement, including the due and punctual payment of all amounts which are or may become due and payable by Purchaser hereunder, when and as the same shall become due and payable (collectively, the "**Purchaser's Obligations**"), in accordance with the terms hereof. Purchaser Guarantor acknowledges and agrees that, with respect to all of Purchaser's Obligations to pay money, such guaranty shall be a guaranty of payment and performance and not of collection and shall not be conditioned or contingent upon the pursuit of any remedies against Purchaser. If Purchaser shall default in the due and punctual performance of Purchaser's Obligations, including the full and timely payment of any amount due and payable pursuant to any of Purchaser's Obligation, Parent Guarantor shall forthwith perform or cause to be performed such Purchaser's Obligation and will forthwith make full payment of any amount due with respect thereto at its sole cost and expense.

12.2 Purchaser Guarantor represents, warrants and agrees that (i) it is duly organized, validly existing and, to the extent applicable, in good standing under the Laws of its jurisdiction and (ii) the execution, delivery and performance of this Agreement is within its faculties, and it is able to carry out its obligations thereunder.

13. Employee Matters.

13.1 At least three (3) Business Days prior to the Closing, Purchaser shall offer (or cause an Affiliate to offer) to employ and each such employee shall have an opportunity to accept prior to Closing, (a) commencing immediately following the Closing, all Non-Corporate Employees, other than Inactive Business Employees, who remain employees of Sellers associated with an Acquired Theater immediately prior to the Closing and (b) commencing following the Closing (except as may otherwise be mutually agreed by the Parties), any Corporate Employees who remain employees of Sellers immediately prior to the Closing and who Purchaser selects for employment offers, in its sole discretion. With respect to any relevant Inactive Business Employee, to the extent required by applicable Law, the Purchaser shall, or shall cause one of its Affiliates to, make an offer of employment to each such individual on the earliest practicable date following the return of such individual to work with the Sellers, to be effective upon acceptance. Following the date hereof and while the Purchaser has outstanding obligations pursuant to this Section 13.1, the Sellers shall promptly notify the Purchaser of the occurrence of the end of any such leave of absence with respect to any Inactive Business Employee. The Sellers shall retain all costs, expenses and Liabilities related to any Inactive Business Employee that arise out of or accrue as a result of an event or events that occur on, prior to or as of the date that any Inactive Business Employee commences employment with the Purchaser or an Affiliate thereof in accordance with the terms of this Agreement. Any Business Employee who receives and accepts an offer of employment after

the Effective Date and becomes an employee of Purchaser or its Affiliate shall be collectively referred to as the “*Transferred Employees*”.

- 13.2 From the Closing and until the date that is ninety (90) days after the Closing, the Purchaser shall, or shall cause its Affiliates to, provide to each Transferred Employee, compensation and benefits which are substantially similar in all respects to the compensation and benefits provided to such Transferred Employee by Sellers to the extent each such Transferred Employee remains employed by Purchaser or its Affiliates during such period.
- 13.3 From the Effective Date until the Closing Date, Sellers may not materially alter the benefits, terms or conditions of employment for any Business Employee, and may not increase the salary or wages of Business Employees by more than 3% (a) in the aggregate or (b) with respect to any individual Business Employee. In addition, Sellers shall not (x) terminate the employment of any Business Employee who is a Corporate Employee (except for cause or as otherwise required by applicable Law), (y) increase the headcount of full-time, salaried Non-Corporate Employees by more than three percent (3%) or (z) hire any person or transfer any employee, in either case, so as to become a Business Employee who is a Corporate Employee (except as required by applicable Law or in replacement of a Business Employee whose employment with Sellers has been terminated).
- 13.4 Commencing on the first day of the first month following the Closing Date, applicable Transferred Employees shall be eligible to participate in the employee benefit plans or arrangements maintained by Purchaser (other than any equity or equity-based plans, defined benefit pension plans or plans providing post-employment medical health and welfare benefits). Purchaser shall give Transferred Employees full credit for purposes of eligibility and vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan, any plan providing post-employment medical health and welfare benefits or any equity or equity-based plan) under the employee benefit plans or arrangements maintained by the Purchaser in which such Transferred Employees participate for such Transferred Employees’ service with the Seller, to the extent credited under the Company Benefit Plans; provided, however, that in no event shall such credit result in the duplication of benefits or the funding thereof. With respect to any welfare benefit plans maintained by Purchaser for the benefit of Transferred Employees on and after the Closing Date, Purchaser shall cause there to be waived any eligibility requirements or pre-existing condition limitations.
- 13.5 Sellers shall retain all liabilities for (i) accrued ordinary course payroll coming due after the Closing Date attributable to any regular payroll period (including any portion thereof) preceding the Closing Date, and (ii) all liabilities for accrued but unpaid bonuses (including under the Sellers’ key employee incentive and retention plans), in each case, accrued by Business Employees, regardless of whether such Business Employees become Transferred Employees.

- 13.6 Purchaser shall comply with applicable law with respect to its obligations under COBRA.
- 13.7 Sellers shall be solely liable for complying with the WARN Act and any and all comparable state law obligations (and for any failures to so comply), in any case, applicable to employees of Sellers who do not become Transferred Employees for any reason (including, for the avoidance of doubt, any employees of Sellers who do not accept and commence employment with Purchaser). Purchaser shall be solely liable for complying with the WARN Act and any and all comparable state law obligations (and for any failures to so comply), that become applicable to any Transferred Employees with respect to events occurring after the Closing Date. Purchaser shall be solely responsible for all Liabilities relating to or arising in connection with any termination of employment by Purchaser of any Transferred Employee after the Closing Date.
- 13.8 If a Transferred Employee was a participant in a Company Benefit Plan, the Company Benefit Plans shall be responsible for providing welfare benefits (including medical, hospital, vision, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Transferred Employees for all claims incurred prior to the Closing Date under and subject to the generally applicable terms and conditions of such plans. For purposes of this Section 13.8, a claim is incurred with respect to (i) accidental death and dismemberment, disability, life and other similar benefits when the event giving rise to such claim occurred and (ii) medical, hospital, vision, dental and other similar benefits when the services with respect to such claim are rendered.
- 13.9 One (1) Business Day prior to the Closing Date, to the extent permitted by applicable Law, the Sellers shall furnish Purchaser with true, accurate and complete copies of personnel and employment records for the applicable Transferred Employees.
- 13.10 The Sellers shall use commercially reasonable efforts to assist and cooperate with the Purchaser in order to effectuate the provisions of this Section 13, as reasonably requested by the Purchaser and at the sole cost and expense of the Purchaser.
- 13.11 The provisions of this Section 13 are solely for the benefit of the parties to this Agreement, and no current or former employee, director or independent contractor or any other individual associated therewith or any Person other than the parties to this Agreement shall be regarded for any purpose as a third-party beneficiary of the Agreement. Nothing herein shall be construed as an amendment to any Company Benefit Plan or other employee benefit plan for any purpose. Nothing in this Section 13 shall be construed to (i) limit the right of the Purchaser or any of its Affiliates to amend or terminate any employee benefit plan, or require the Purchaser or any of its Affiliates to establish or maintain any specific employee benefit plan, (ii) require the Purchaser or any of its Subsidiaries to retain the employment of any particular Transferred Employee for any fixed

period of time following the Closing Date, or (iii) create a right in any Transferred Employee to any particular term or condition of employment.

14. Termination.

14.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing Date by mutual written agreement of the Parties.

14.2 Termination by Either Purchaser or Sellers. This Agreement may be terminated at any time prior to the Closing Date by either Purchaser or Sellers if any Governmental Body shall have issued an Order permanently restraining, enjoining or otherwise prohibiting the consummation of the Contemplated Transactions and either (i) thirty (30) days shall have elapsed from the issuance of such Order and such Order has not been removed or vacated, or (ii) such Order shall have become a Final Order.

14.3 Termination by Sellers. This Agreement may be terminated at any time prior to the Closing Date by Sellers as follows:

- (a) if Sellers are not then in material breach of any provision of this Agreement and there has been a material breach by Purchaser of any of Purchaser's representations, warranties, covenants or agreements set forth herein, which breach would result in the failure of any condition specified in Section 4.1 to be satisfied at the Closing and which breach Purchaser has failed to cure on or before the earlier of (i) ten (10) days following its receipt of written notice thereof from Sellers or (ii) the Outside Date;
- (b) if any condition precedent of Sellers specified in Section 4.1 shall not have been satisfied or waived and shall have become impossible to satisfy, unless the failure of such condition to have been satisfied was caused primarily by a material breach by Sellers;
- (c) if the Sale Order does not become a Final Order by the Outside Date; or
- (d) if the Closing Date shall not have occurred on or before 5:00 p.m. Eastern Standard time on the Outside Date, but only to the extent the Closing has not occurred as of the Outside Date for reasons other than Sellers' failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied by a Seller prior to the Closing, including without limitation using all diligent and commercially reasonable efforts to obtain approval of the Sale Order by the dates set forth herein.

14.4 Termination by Purchaser. This Agreement may be terminated at any time prior to the Closing Date by Purchaser as follows:

- (a) if (i) any Seller or any Affiliate of any Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable

efforts to oppose any other Person in seeking, an Order of the Bankruptcy Court dismissing the Chapter 11 Cases or converting the Chapter 11 Cases to a petition for relief under Chapter 7 of the Bankruptcy Code, (ii) any Seller or any Affiliate of any Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable efforts to oppose any other Person in seeking, the entry of an Order by the Bankruptcy Court appointing a trustee in the Chapter 11 Cases or an examiner with enlarged powers relating to the operation of the Business, (iii) the Bankruptcy Court orders, for any reason, an Order of a type identified in clause (i) or (ii) above or (iv) the Bankruptcy Court enters an order pursuant to section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material Purchased Assets;

- (b) if (i) the Procedures Order is (A) amended, modified or supplemented without the Purchaser's prior written consent or (B) voided, reversed or vacated or is subject to a stay or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in any way without the Purchaser's prior written consent or (B) voided, reversed or vacated or is subject to a stay; *provided*, that with respect to a termination of this Agreement pursuant to clause (i)(A) or clause (i)(B) of this Section 14.4(b), Purchaser may exercise such termination right only within ten (10) Business Days of such amendment, modification or supplementation;
- (c) if the Sale Order does not become a Final Order by the Outside Date;
- (d) if Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach by Sellers of any of Sellers' representations, warranties, covenants or agreements, which breach would result in the failure of any condition specified in Section 4.2 to be satisfied at the Closing and, which breach Sellers have failed to cure on or before the earlier of (i) within ten (10) days following its receipt of written notice thereof from Purchaser or (ii) the Outside Date;
- (e) if the Bankruptcy Court enters any Order approving any Alternative Transaction or confirming any chapter 11 plan involving any Alternative Transaction; or
- (f) if the Closing Date shall not have occurred on or before 5:00 p.m. New York time on the Outside Date, but only to the extent the Closing has not occurred as of the Outside Date for reasons other than Purchaser's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied by it prior to the Closing.

14.5 Effect of Termination. In the event of termination by either Party of this Agreement pursuant to this Section 14, written notice thereof shall as promptly as practicable be given to the other Party and thereupon this Agreement shall

terminate and the Contemplated Transactions shall be abandoned without further action by the Parties hereto. Upon termination of this Agreement, (a) except as otherwise provided in this Agreement, this Agreement shall cease to have any force or effect, (b) the Parties shall not have any liability to each other, except for fraud occurring on or before the date of such termination; *provided, however*, that if this Agreement is terminated by reason of (i) any material breach hereof by the non-terminating Party or (ii) any material non-compliance by the non-terminating Party with its obligations under this Agreement, which non-compliance shall have been the cause of the failure of one or more of the conditions to the terminating Party's obligations to effect the Contemplated Transactions to have been satisfied, the terminating Party's right to pursue any available remedies at law will survive such termination unimpaired, and (c) the Parties under this Agreement shall cease to have any further obligations under this Agreement except pursuant to Sections 2.2, 14.5, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 16.11, 16.12, 16.13, 16.14, 16.15, 16.16, 16.17, 16.18, 16.19 and 16.20 (as such obligations are affected by any defined terms contained herein relating thereto), and (d) all filings, applications and other submissions made pursuant to the Contemplated Transactions shall, to the extent practicable, be withdrawn from the government authority or person to which made.

- 14.6 Notification of Certain Events. Sellers shall give notice to Purchaser promptly upon becoming aware of any occurrence, or failure to occur, of any event, which occurrence or failure to occur has caused or could reasonably be expected to cause any condition to the obligations of Purchaser to effect the Contemplated Transactions not to be satisfied. If Sellers give Purchaser a notice pursuant to this Section 14.6, then Purchaser shall be permitted to terminate this Agreement pursuant to Section 13.5.
- 14.7 Obligations Not Discharged. The obligations of Sellers to return the Deposit to Purchaser as and when required under this Agreement, may not be discharged under Sections 1141 or 727 of the Bankruptcy Code or otherwise and may not be abandoned under Section 554 of the Bankruptcy Code or otherwise. The Deposit shall only constitute property of the Sellers' bankruptcy estates in the event that the Deposit is required to be released to in accordance with the terms of this Agreement.
15. Post-Closing Matters.
- 15.1 Further Conveyances and Assumptions.
- (a) From time to time following the Closing, Sellers shall make available to Purchaser, at sole cost and expense of Purchaser, such data in personnel records of Transferred Employees as is reasonably necessary for Purchaser to transition such employees into Purchaser's records.
- (b) From time to time following the Closing, Sellers and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver

all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each of the Sellers and its successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Contemplated Transactions. For the avoidance of all doubt, nothing herein shall require Sellers to execute any document or take any action that would (i) impose or involve obligations or Liabilities on Sellers over and above those imposed on Sellers by the other provisions of this Agreement, (ii) involve any cost or expense (individually or in the aggregate) that is not nominal in amount, or (iii) include joining or otherwise becoming a party to any action or proceeding of any kind.

- (c) At the Closing, to the extent necessary as determined by Sellers in their discretion, Sellers and Purchaser shall enter into a management agreement in a form to be negotiated and mutually agreed prior to Closing that will contemplate the terms set forth below and allow Sellers to continue to operate the Theatres that do not constitute Acquired Theatres in the ordinary course of business or to dispose, sell, or liquidate the assets located there, provided that such management agreement does not conflict with and is otherwise consistent with the provisions in this Agreement. The management agreement shall be limited to the following key terms: (i) commitment by Purchaser to make accommodations to permit Transferred Employees necessary to undertake such function to dedicate a portion of their time to assist Sellers in operating certain of the Theaters that will be retained by Sellers after Closing; (ii) commit Purchaser to provide film-buying services required at such Theaters by Sellers, to be invoiced on a cost-plus basis to be determined by the Parties; (iii) provide for a term of three (3) months, renewable at Sellers' option for three (3) consecutive periods of one (1) month each (in no event to exceed a total of six (6) months), and (iv) up to an aggregate number of six (6) Theaters.

- 15.2 Reasonable Access to Records and Certain Personnel. For a period of one (1) year following the Closing, (i) the Purchaser shall permit Sellers' counsel and other professionals and counsel for any successor to Sellers and their respective professionals (collectively, "**Permitted Access Parties**") reasonable access to the financial and other books and records relating to the Purchased Assets or the Business, which access shall include (x) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such documents and records as they may request in furtherance of the purposes described above, and (y) Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they may request, but only to the extent such Permitted Access Parties furnish Purchaser with reasonably detailed written

descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the reasonable costs and expenses thereof, and (ii) Purchaser shall provide the Permitted Access Parties (at no cost to the Permitted Access Parties) with reasonable access during regular business hours to assist Seller and the other Permitted Access Parties in their post-Closing activities (including, without limitation, preparation of tax returns), *provided* that such access does not unreasonably interfere with the Purchaser's business operations.

16. Miscellaneous.

16.1 Attorneys' Fees. In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, each Party in that action or proceeding shall bear its own attorneys' fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees).

16.2 Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by any Party to the other shall be deemed effected upon personal delivery in writing, one Business Day after being dispatched by reputable overnight courier (e.g., FedEx), postage prepaid, or in the case of delivery by facsimile, as of the date of facsimile transmission (with answer back confirmation of such transmission) or in the case of delivery by email, as of the date of the email transmission (with read-receipt enabled). Notices shall be addressed as set forth below, but each Party may change his address by written notice in accordance with this Section 16.2.

To Sellers:

iPic-Gold Class Entertainment, LLC  
433 Plaza Real, Suite 335  
Boca Raton, FL 33432  
Attn: General Counsel

With a copy to (which shall not constitute notice):

Pachulski Stang Ziehl & Jones LLP  
10100 Santa Monica Blvd., 13<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attn: Jeffrey N. Pomerantz  
Email: [jpomerantz@pszjlaw.com](mailto:jpomerantz@pszjlaw.com)  
Facsimile: (310) 201-0760

To Purchaser:

Cinemex Holdings USA, Inc.  
175 SW 7th Street  
Suite 1108  
Miami, FL 33130

Attention: Deputy General Counsel and Chief Executive Officer

With a copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 455-2000  
Attn: Jaime Mercado  
Email: jmercado@stblaw.com  
Facsimile: (212) 455-2502

- 16.3 Entire Agreement. This Agreement and the documents to be executed pursuant hereto contain the entire agreement between the Parties relating to the sale of the Business and supersede any prior understandings, agreements or representations (written or oral) by or among the Parties, with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the Party to be charged.
- 16.4 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the Parties hereto which expressly indicates the intention to modify, amend or supplement this Agreement.
- 16.5 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.
- 16.6 Captions. All captions, Section titles and headings contained in this Agreement and the Schedules are for convenience of reference only and shall be without substantive meaning or context of any kind whatsoever and shall not be construed to limit or extend the terms or conditions of this Agreement or the Schedules.
- 16.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege; *provided, however*, that the Consent of a Party to the Closing shall constitute a waiver by such Party of any condition precedent to the Closing not satisfied as of the Closing.
- 16.8 Payment of Fees and Expenses. Except as provided in 15.1 above, each Party to this Agreement shall be responsible for, and shall pay, all of its own fees and

expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the Contemplated Transactions.

- 16.9 Survival. The respective representations and warranties of Purchaser and Sellers under this Agreement shall lapse and cease to be of any further force or effect effective upon the Closing. Except as provided in the immediately preceding sentence, the covenants and agreements of Sellers and Purchaser herein, or in any certificates or other documents delivered prior to or at the Closing, shall not be deemed waived or otherwise affected by the Closing.
- 16.10 Assignments. This Agreement shall not be assigned by Sellers or Purchaser without the prior written consent of the other(s), *provided* that Purchaser may assign, in whole or in part, its rights under this Agreement to one or more of its Affiliates or to or for the benefit of, any lender committed to providing financing to Purchaser in connection with the acquisition of the Purchased Assets as collateral, which lender shall be permitted to exercise any or all of such rights to any purchaser, upon foreclosure or other exercise of remedies as to such collateral, *provided, further*, that Purchaser and Purchaser Guarantor shall remain liable for all of Purchaser's obligations under this Agreement after any such assignment.
- 16.11 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and permitted assigns of the Parties hereto.
- 16.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the law of the State of Delaware applicable to contracts made and performed in such State.
- 16.13 Construction. In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.
- 16.14 CONSENT TO JURISDICTION. THE PARTIES AGREE THAT THE BANKRUPTCY COURT SHALL BE THE EXCLUSIVE FORUM FOR ENFORCEMENT OF THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS AND (ONLY FOR THE LIMITED PURPOSE OF SUCH ENFORCEMENT) SUBMIT TO THE JURISDICTION THEREOF; *PROVIDED* THAT IF THE BANKRUPTCY COURT DETERMINES THAT IT DOES NOT HAVE SUBJECT MATTER JURISDICTION OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THEN EACH PARTY (A) AGREES THAT ALL SUCH ACTIONS OR PROCEEDINGS SHALL BE HEARD AND DETERMINED IN A FEDERAL COURT OF THE UNITED STATES SITTING IN THE CITY OF WILMINGTON, DELAWARE, (B) IRREVOCABLY SUBMITS TO THE

JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING, (C) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OR JURISDICTION OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT, AND (D) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 16.2 (*PROVIDED* THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW).

- 16.15 Counterparts. This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of facsimile or electronic pdf signature pages *provided* that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances.
- 16.16 Non-Recourse. No past, present or future stockholder, member, manager, director, officer, employee, or incorporator of Sellers or Purchaser shall have any liability for any obligation or liability of Sellers or Purchaser, as the case may be, under this Agreement or for any claim, counter-claim, cause of action or demand based on, in respect of, or by reason of, the Contemplated Transactions except for any claim against any individual based on the fraud or gross negligence of such individual in connection with any representations of Sellers or Purchaser hereunder, as the case may be.
- 16.17 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.
- 16.18 Interpretation and Rules of Construction. In this Agreement, except to the extent that the context otherwise requires:
- (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or a Schedule to, this Agreement unless otherwise indicated;
  - (b) the headings and captions used in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;
  - (c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

- (d) the words “hereof,” “herein” and “hereunder” and works of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;
- (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;
- (g) any law defined or referred to herein or in any agreement or instrument that is referred to herein means such law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor laws;
- (h) references to a person are also to its permitted successors and assigns; and
- (i) the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

16.19 Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties hereto and is not intended to confer, and shall not be deemed to confer, any benefits upon, or create any rights in or in favor of, any person or entity other than the Parties hereto, and their respective permitted assigns.

16.20 Specific Performance. Except as otherwise expressly provided in this Agreement, it is understood and agreed by Purchaser and Sellers that money damages would be an insufficient remedy for any breach of this Agreement by Purchaser or Sellers and as a consequence thereof, after the entry of the Sale Order, each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring Purchaser or any of Sellers to comply promptly with any of its obligations hereunder.

16.21 Expiration of Representations and Warranties. The Parties’ representations and warranties set forth in Section 5 and Section 6 of this Agreement shall terminate and expire, and shall cease to be of any force or effect, following the Closing Date.

16.22 Schedules. Following the date hereof and from time to time prior to Closing, the Sellers may at their option supplement and deliver to the Purchaser updates of the Schedules. Any such updates will be for informational purposes only, and shall not be considered for purposes of the Sellers’ liability hereunder, or to determine whether any condition in Section 4 shall have been satisfied.

17. Definitions.

In addition to the other terms defined elsewhere in this Agreement, for the purposes of same, the following words and terms shall have the meaning set forth below (such meanings being equally applicable to both the singular and plural form of the terms defined). The exhibits and schedules referenced in this Section 17 and throughout the Agreement are deemed to be part of the Agreement and are incorporated herein by reference.

**“Acquired Theater”** means those Theaters which are operated at the premises leased pursuant to a Theater Lease identified as a Purchased Contract.

**“Adverse Interests”** means Encumbrances (other than Permitted Encumbrances), including any Encumbrances arising out of bulk transfer Law, debts and claims (as that term is defined in section 101(5) of the Bankruptcy Code), Liabilities, obligations, costs, expenses, causes of action, demands, guaranties, options, rights, contractual commitments, settlements, injunctions, restrictions, interests, encumbrances, reclamation rights, and similar matters of any kind whatsoever, whether known or unknown, fixed or contingent, or arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including Successor or Transferee Liability (as such term is defined in the Sale Order).

**“Affiliate”** of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms “controlling” and “controlled by” have meanings correlative to the foregoing.

**“Agreement”** shall have the meaning provided for in the preamble.

**“Allocation Schedule”** shall have the meaning provided for in Section 2.8.

**“Alternative Transaction”** means any agreement or transaction involving (x)(i) the sale (in a single transaction or a series of transactions) of all or substantially all of the Purchased Assets or (ii) the issuance or sale (in a single transaction or a series of transactions) of all or substantially all of the equity interests, of Sellers or any of their successors, in each case, to any Person other than Purchaser or a designee of Purchaser, or (y) any other transaction, the consummation of which would prevent, impede or delay the consummation with Purchaser of the Contemplated Transactions.

**“AMC Claims”** means any Claims asserted in, or arising from, that certain action captioned *iPic-Gold Class Entertainment, LLC and iPic Texas, LLC v. AMC Entertainment Holdings, Inc., et al.*, originally pending in the 234<sup>th</sup> Judicial District Court of Harris County, Texas, Case No. 2015-68745 (Original), 01-17-00805-CV (Appeal).

**“Assignment of Intangible Property Assets”** shall have the meaning provided for in Section 3.2(c).

**“Assignment of Other Contracts”** shall have the meaning provided for in Section 3.2(b).

“*Assignments of Theater Leases*” shall have the meaning provided for in Section 3.2(a).

“*Assumed Liabilities*” shall have the meaning provided for in Section 2.3.

“*Assumption of Liabilities*” shall have the meaning provided for in Section 3.3(h).

“*Avoidance Actions*” means all preference or avoidance claims and actions of the Sellers, including, without limitation, any such claims and actions arising under sections 544, 547, 548, 549 and 550 of the Bankruptcy Code and any other affirmative Claim (as defined herein) of the Sellers against third parties, including, without limitation, any Claims arising under non-bankruptcy law.

“*Bankruptcy Claim*” means a “claim” as defined in section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

“*Bankruptcy Code*” shall have the meaning provided for in Recital B.

“*Bankruptcy Court*” shall have the meaning provided for in Recital B.

“*Bill of Sale*” shall have the meaning provided for in Section 3.2(e).

“*Business*” shall have the meaning provided for in Recital A.

“*Business Day*” means any day other than a Saturday or Sunday or a legal holiday on which banks in the State of Florida, State of New York or Mexico City, Mexico are closed.

“*Business Employees*” means those current employees of the Sellers or their Affiliates whose services primarily relate to the Business.

“*Business Permit*” means any business permit, license, certificate of occupancy, registration, certificate of public convenience and necessity, approval, easement, authorization or operating right owned, used, held or maintained by any Seller or issued or granted by any Governmental Body having jurisdiction over the Business, including, without limitation, any environmental permit.

“*Cash on Premises*” shall mean petty cash of Sellers physically located at any Acquired Theater, other than Excluded Cash on Premises.

“*Casualty Election Notice*” shall have the meaning provided for in Section 3.5(b).

“*Casualty Estimate*” shall have the meaning provided for in Section 3.5(b).

“*Chapter 11 Cases*” shall have the meaning provided for in Recital B.

“*Claim*” means a claim, cause of action, right of recovery, right of set-off, and right of recoupment of every kind and nature including but not limited to prepayments, warranties, guarantees, refunds and reimbursements.

“*Closing*” shall have the meaning provided for in Section 3.1.

“**Closing Date**” shall have the meaning provided for in Section 3.1.

“**COBRA**” shall mean the Consolidated Omnibus Reconciliation Act of 1985, as amended, and the rules and regulations promulgated thereunder.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Company Benefit Plan**” shall have the meaning provided for in Section 5.10(a).

“**Compliance with Laws**” shall have the meaning provided for in Section 3.5(b).

“**Consent**” means any consent, approval, authorization, affirmative vote, waiver, agreement or license by, or report or notice to, any Person.

“**Contemplated Transactions**” shall have the meaning provided for in Recital C.

“**Contract**” means any executory contract or unexpired lease within the meaning of the Bankruptcy Code.

“**Copyright**” means all copyrightable works, and all United States and foreign registered copyrights and applications, registrations and renewals therefor, and any past, present or future claims or causes of actions arising out of or related to any infringement or misappropriation of any of the foregoing.

“**Corporate Employee**” means the Business Employees set forth on Schedule 17 hereto (each, a “**Corporate Employee**”).

“**Credit Facility**” means the prepetition Second Amended and Restated Master Loan and Security Agreement, dated as of February 1, 2018, by and among iPIC-Gold Class, as borrower, certain subsidiaries of the borrower, and each of the Employees’ Retirement System of Alabama and the Teachers’ Retirement System of Alabama, as such agreement may be amended, restated or otherwise modified from time to time.

“**Cure Costs**” means the amount required to be paid as a cure amount under Section 365 of the Bankruptcy Code so that Sellers may sell, assume and assign any Purchased Contract to Purchaser.

“**Damaged Theater**” shall have the meaning provided for in Section 3.5(b).

“**Deposit**” shall have the meaning provided for in Section 2.1(a).

“**Designated Contracts**” means those Theater Leases and Other Contracts that have been designated by Purchaser for assumption and assignment to Purchaser by Sellers pursuant to Section 1.3 and Section 2.7(b) with respect to which no notice has been delivered and filed with the Bankruptcy Court. For the avoidance of doubt, “Designated Contracts” shall not include any Theater Lease or other Executory Contract that is excluded pursuant to Section 1.2.

“**Development Opportunities**” shall have the meaning provided in Section 1.2(k).

“**DIP Financing**” means a debtor-in-possession financing agreement or other documents evidencing a debtor-in-possession credit facility between Sellers and any lenders party from time to time thereto, as approved by the Bankruptcy Court.

“**DIP Order**” means that certain financing order (Docket No. 322) entered in the Chapter 11 Cases on September 26, 2019, and that may be amended or supplemented from time to time by the Bankruptcy Court.

“**Domain Name**” means the internet domain names owned by Sellers, and all registrations, applications and renewals related to the foregoing.

“**Effective Date**” shall have the meaning provided for in the preamble.

“**Employee Benefit Plan**” means any “employee benefit plan” (as defined in Section 3(3) of ERISA) and any other benefit or compensation plan, program, agreement or arrangement.

“**Encumbrance**” means any claim, lien, pledge, option, interest, charge, easement, Tax lien or assessment, security interest, put, call, right of first refusal, right of first offer, deed of trust, mortgage, hypothecation, contractual restriction, servitude, right-of-way, easement, encroachment, building or use restriction, conditional sales agreement, installment contract, finance lease involving substantially the same effect, security agreement, encumbrance or other right of third parties of any sort whatsoever, whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof, over any property, of any type, including real property, tangible property and intangible property including any “Lien” as defined in the Bankruptcy Code.

“**Entity**” means any corporation (including any nonprofit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“**Environmental Laws**” means, as in effect on the Closing Date, all federal, state, and local Laws concerning pollution or protection of the environment.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

“**ERISA Affiliate**” means, with respect to any Seller, each corporation, trade or business that is, along with such Seller, part of the controlled group of corporations, trades or businesses under common control within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

“**Excluded Assets**” shall have the meaning provided for in Section 1.2.

“**Excluded Contract**” means any Sellers’ Contract that is not a Purchased Contract.

“**Excluded Liability**” shall have the meaning provided for in Section 2.4.

**“Excluded Cash on Premises”** means collectively any petty cash of Sellers solely to the extent located on any premises or at any location that is not an Acquired Theater.

**“Excluded Taxes”** mean any Liability or asset involving (i) Taxes or Tax refunds or credits of or relating to the Business, Purchased Assets or the Assumed Liabilities for any period of time (or portion thereof) ending on or prior to the Closing Date, (ii) Taxes or Tax refunds or credits of any Seller or any Subsidiary or other Affiliate of any Seller for any period, including as a result of being a member of a consolidated group, as a transferee or successor, by Law or otherwise, and (iii) payments required to be made, or refunds or credits to be applied, after the Closing Date under any Tax sharing, Tax indemnity, Tax allocation or similar contracts (whether written or not) to which the Sellers (including their Affiliates), Business or the Purchased Assets were obligated, or were a party, on or prior to the Closing Date.

**“Film Distribution Contract”** means any Contract or other agreement between the Sellers and a third party for the distribution of films.

**“Final Order”** means an Order of the Bankruptcy Court that has not been vacated, reversed, modified, amended, or stayed, and for which the time to further appeal or seek review or rehearing has expired with no appeal, review or rehearing having been filed or sought.

**“Furniture and Equipment”** means all fixtures and other Leasehold Improvements, projection equipment, screens, theater seating, sound systems, speakers, acoustical panels, counters, cash registers, hoods, washers, disposal systems, service and concession equipment, ovens, grills, friers, refrigeration units, artwork, racks, stands, displays, counters, desks, chairs, tables, dispensers, and other furniture and furnishings, hardware, tools, small ware, and other equipment (copiers, fax machines, telephone lines and numbers, and other telecommunication equipment), and miscellaneous office, store supplies, vehicles, machinery and all other items of tangible personal property, in each case located on the premises subject to any Theater Lease or owned or used by the Sellers in the conduct of the Business at the premises subject to any Theater Lease. As used herein, the Furniture and Equipment does not include any tangible property held by the Sellers pursuant to a Contract where the underlying Contract relating to such property is not a Purchased Contract.

**“GAAP”** means generally accepted accounting principles in the United States as set forth in accounting rules and standards promulgated by the Financial Accounting Standards Board or any organization succeeding to any of its principal functions.

**“Gift Certificates”** means any gift certificates, gift cards, or food/beverage credits in respect of the Business, that are issued by a Seller and required to be honored by Sellers in the ordinary course of the Business.

**“Good Funds”** has the meaning set forth in Section 2.1(a)

**“Governmental Body”** means any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official,

representative, organization, unit, body or Entity and any court or other tribunal); (d) multinational organization or body; or (e) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

**“Inactive Business Employee”** means a Business Employee who is not actively at work as of the Closing Date due to workers compensation, short term disability, long-term disability or any other approved continuous leave of absence (excluding paid-time off or other intermittent leave).

**“Indebtedness”** means, without duplication: (a) obligations of the Business for borrowed money, whether current, short-term or long-term, or secured or unsecured; (b) obligations of the Business evidenced by bonds, notes, debentures or other similar instruments; (c) obligations of the Business under leases required to be capitalized under GAAP (other than any Purchased Contracts that are capitalized leases); (d) obligations secured by an Encumbrance existing on any property or asset owned by the Business; (e) reimbursement or other obligations of the Business relating to any amounts called or drawn under or against any performance bonds, letters of credit, bankers’ acceptances, surety or other bonds or similar instruments and similar facilities issued for the account of the Business; (f) obligations of the Business in respect of the deferred portion or installments of purchase price (including earn-out obligations) in connection with the acquisition of any business, assets, property or services; (g) obligations of the Business in respect of dividends or distributions declared but not paid; (h) accrued severance and the employer-paid portions of applicable federal, state or local payroll or employment Taxes associated therewith; (i) overdrafts; (j) any interest expense accrued but unpaid on or relating to any of the above indebtedness; (k) any legal, administrative or similar expense relating to any of the above indebtedness; or (l) any make-wholes, prepayment penalties and premiums, breakage costs and other related fees, costs or liabilities payable relating to any of the above indebtedness assuming discharge thereof at Closing.

**“Purchase Price”** shall have the meaning provided for in Section 2.1.

**“Insurance Policies”** shall have the meaning provided for in Section 5.15.

**“Intangible Property Assets”** means any Intellectual Property Assets or Other Intangible Property Assets owned, purported to be owned, or held by the Sellers. As used in this Agreement, Intangible Property Assets shall in all events exclude: (i) any materials containing information about employees (other than Transferred Employees), to the extent such disclosure is prohibited under applicable law, and (ii) any software or other item of intangible property held by the Sellers pursuant to a license or other Contract where Purchaser does not assume the underlying Contract relating to such intangible personal property at the Closing.

**“Intellectual Property Assets”** means all intellectual property or other proprietary rights of Sellers of every kind throughout the world, both domestic and foreign, which, in each case, are related to the Business, including all inventions and improvements thereon, Patents, Trademarks, Trademark Rights, Copyrights, Domain Names, Technology, Recipes and trade secrets.

**“Inventory”** means all food, all supplies, goods, finished goods, materials, raw materials, work in process, perishable inventory and stock in trade owned by any Seller, whether or not prepaid, and wherever located, held or owned, including all fresh and frozen foodstuffs, alcoholic beverages, non-alcoholic beverages, disposable paper goods (such as napkins and paper towels), soaps and detergents, condiments, retail merchandise, replacement and spare parts and fuels and other similar items owned and held by Sellers or used in connection with the Business wherever located.

**“Large Party Deposit”** means any cash deposit, prepayment, down-payment, or reservation fee made to the Sellers in connection with a Large Party Reservation which cash deposit, Large Party Reservation date and other details are described on Schedule 17 hereto.

**“Large Party Reservation”** means a reservation for space, food, beverage, and associated service for any party larger than 12 people at any Acquired Theater made with the payment of a Large Party Deposit at any time before the Closing Date and scheduled for a date and time after the Closing Date including, for example, a large family party or gathering, a corporate party or function, or a similar group function planned in advance.

**“Law”** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, judgment, decree, writ, injunction or other requirement or rule of law of any Governmental Body.

**“Leasehold Improvements”** means any leasehold improvements or appurtenances to such improvements (including, without limitation, buildings, structures, storage areas, driveways, walkways, planters, landscaping and parking areas).

**“Legal Proceeding”** means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

**“Legal Requirement”** means any applicable federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, notice requirement, guideline, Order, specification, determination, decision, opinion or interpretation issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

**“Liability”** means any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, loss, Tax, damage, deficiency, assessment, responsibility, guaranty or endorsement of any type whatsoever, whether accrued or unaccrued, absolute or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, asserted or unasserted, due or to become due, determined or determinable, choate or inchoate, secured or unsecured.

**“Liquor License”** means all liquor licenses (including, without limitation, beer and wine licenses) held or used by a Seller in connection with the Business.

**“Liquor License Approvals”** shall have the meaning provided for in Section 8.1.

**“Management Agreement”** means the agreement substantially in the form attached as Exhibit “E.”

**“Non-Corporate Employee”** means a Business Employee who is not a Corporate Employee.

**“Order”** means any judgment, decision, consent decree, writ, injunction, decree, stipulation, determination, award, ruling or order of any Governmental Body that is binding on any Person or its property under applicable law.

**“Organizational Documents”** means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement or limited liability agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Body in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

**“Other Contract”** means any Sellers’ Contract, other than the Theater Leases, to which any Seller is a party, or by which any Seller is bound, that relates to the Business and all outstanding purchase orders relating to the Business.

**“Other Intangible Property Assets”** means all intangible personal property (other than the Intellectual Property Assets) owned or held by Sellers, including, without limitation, (A) the books, records, files, invoices, documents and work papers pertaining to the Business; (B) proprietary information relating to the Business, including but not limited to catalogues, customer lists, supplier lists and mailing lists and other customer data bases, correspondence with present or prospective customers and suppliers, advertising materials, production data, customer complaints and inquiry files, marketing plans, creative materials, studies, data, reports, software programs, and telephone numbers identified with the Business; and (C) all goodwill of the Business (including all goodwill associated with the Intellectual Property Assets).

**“Outside Date”** means November 15, 2019.

**“Parties”** shall have the meaning provided for in the preamble.

**“Patent”** means the patents and patent applications owned by the Sellers in any jurisdiction, including, any continuations, divisionals, continuations in part, or reissues of patent applications and patents issuing thereon and any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

**“Permitted Access Parties”** shall have the meaning provided for in Section 15.2.

**“Permitted Encumbrances”** means each of the following Encumbrances: (i) Encumbrances for Taxes (a) not yet due and payable as of the Closing Date or (b) being contested in good faith in appropriate proceedings for which appropriate reserves have been established in accordance with GAAP; (ii) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting a Purchased Contract; (iii) any survey defects, existing easements, covenants, conditions, rights-of-way, restrictions and other encumbrances (other than monetary liens) and matters currently of record affecting title to the real property which, taken individually or as a whole, do not or would not impair the value, ownership, use or operations of such properties or assets for the purposes for which it is currently used in connection with the Business; and (iv) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property assets or the activities conducted thereon which are imposed by any Governmental Body having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business thereon.

**“Person”** means an individual, Entity or Governmental Body.

**“Petition Date”** means August 5, 2019.

**“Previously Omitted Contract”** shall have the meaning provided for in Section 2.7(b)

**“Previously Omitted Contract Designation”** shall have the meaning provided for in Section 2.7(b)(i)

**“Previously Omitted Contract Motion”** shall have the meaning provided for in Section 2.7(b)(ii)

**“Procedures Order”** shall have the meaning provided for in Section 9.28.

**“Purchase Price”** shall have the meaning provided for in Section 2.1.

**“Purchased Assets”** shall have the meaning provided for in Section 1.1.

**“Purchased Contract”** shall have the meaning provided for in Section 1.1(g).

**“Purchaser”** shall have the meaning provided for in the preamble.

**“Purchaser Guarantor”** shall have the meaning provided for in the preamble.

**“Receivables”** shall have the meaning provided for in Section 1.1(i).

**“Recipes”** means all of Sellers’ recipes, methods, procedures, cooking/preparation/mixing publications, guidelines, or standards, knowhow, ingredient lists, menus, price lists, nutritional, health, or dietary information, publications, or disclosures, and promotional or informational materials, in each case whether related to food, beverages (whether alcoholic or non-alcoholic), or otherwise (in each case, written or oral or in any other form whatsoever).

“**Sale Motion**” means a motion or motions served and filed by the Sellers in the Chapter 11 Cases requesting that the Bankruptcy Court schedule a hearing for entry of the Sale Order.

“**Sale Order**” shall have the meaning provided for in Section 9.1.

“**Sellers**” shall have the meaning provided for in the preamble.

“**Sellers’ Contract**” means any Contract (a) to which any of the Sellers is a party or by which any of the Sellers is bound and (b) that is related to the Business.

“**Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Hamid Hashemi, Paul Safran, and Andre Loehrer, and the knowledge that each such person would have reasonably obtained after making due and appropriate inquiry with respect to the particular matter in question.

“**Standard Exceptions to Enforceability**” means any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

“**Subsidiary**” means, with respect to any Person, (a) any corporation of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation, is held, directly or indirectly by such Person and (b) any partnership or limited liability company of which (i) such Person is a general partner or managing member or (ii) such Person possesses a 50% or greater interest in the total capitalization or total income of such partnership or limited liability company.

“**Tax**” or “**Taxes**” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, ad valorem, escheat, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“**Tax Return**” means any return, declaration, report, claim for refund, transfer pricing report or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Technology**” means, collectively, all designs, formulae, software, algorithms, procedures, methods, techniques, know how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology.

“**Theaters**” shall have the meaning provided for in the Recitals.

“*Theater Casualty Event*” shall have the meaning provided for in Section 3.5(b).

“*Theater Leases*” means, individually and in the aggregate, any real property lease set forth on Schedule 1.1(f) (as may be amended, modified, or supplemented from time to time in accordance with the terms hereto) to which any of the Sellers is a party and under which a Theater is the leased premises, together with all rights and interests of the Sellers relating thereto, whether held directly by the Sellers or indirectly through an agent or nominee (including but not limited to all security deposits, purchase options, renewal options, rights of first refusal, reconveyance rights and expansion rights, if any, fixtures, systems, equipment and items of personal property of the Sellers attached or appurtenant thereto, all buildings and improvements thereon or forming a part thereof and all easements, licenses, rights and appurtenances thereto and associated with such Theater Lease).

“*Trademark Rights*” means all common law rights in any jurisdiction in any trade names, corporate names, logos, slogans, designs, trade dress, and unregistered trademarks and service marks owned by Sellers, together with all translations, adaptations, derivations and combinations thereof, and the goodwill associated with any of the foregoing.

“*Trademarks*” means all trademark registrations and applications, in any jurisdiction, for trademark registration owned by Sellers, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, and any past, present or future claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

“*Transferred Employee*” shall have the meaning provided for in Section 13.1.

“*Utilities*” shall have the meaning provided for in Section 2.6.

“*WARN Act*” means the United States Worker Adjustment and Retraining Notification Act, and the rules and regulations promulgated thereunder, or any formulation of similar rights arising under applicable state law.

***[SIGNATURE PAGES FOLLOW;  
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IN WITNESS WHEREOF, Purchaser and Sellers have executed this Agreement as of the day and year first above written.

**PURCHASER:**

Cinemex Holdings USA, Inc., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PURCHASER GUARANTOR:**

Grupo Cinemex S.A. de C.V., a company organized under the laws of Mexico

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLERS:**

iPic-Gold Class Entertainment, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

iPic Gold Class Holdings LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

iPic Media LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Delray Beach Holdings, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

iPic Texas, LLC Inc., a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SCHEDULES**

**[To be attached]**

**SCHEDULES**

**Schedule 1.1(a)****Consigned Artwork**

SITE	ARTIST	ARTWORK NAME
Dobbs Ferry	Li Hill	Swallow's Nest
North Miami	Mike Stilkey	A Dance With the Bear
North Miami	Mike Stilkey	Disagreement With Piano
North Miami	Mike Stilkey	Flowers
North Miami	Mike Stilkey	He Was Gone with a Blessing on his Lips
North Miami	Mike Stilkey	Irritated by Hypnotist
North Miami	Mike Stilkey	Man Envious of Bear's Talent
North Miami	Mike Stilkey	No Place Like Home
North Miami	Mike Stilkey	One Day Life Came, Rain Sang All Day
North Miami	Mike Stilkey	Surfing the Black Sea
North Miami	Mike Stilkey	Each Coming Night
North Miami	Mike Stilkey	The Wrong Side of the Saw
North Miami	Mike Stilkey	Thoughts of Words, Caring Nothing for their Meaning
Houston	Mike Stilkey	Inconsistant and Reckless Luxury
Houston	Mike Stilkey	It's Just Another Day
Houston	Mike Stilkey	The Psychology of Adult Play
Houston	Mike Stilkey	Trespassing on your Patients
Houston	Mike Stilkey	The Wonderful Lightness of Being
Fulton	Mike Stilkey	Promenade at Theater #4
Fulton	Mike Stilkey	Promenade at right of theater #5
Fulton	Mike Stilkey	Bar Dining
Fulton	Mike Stilkey	Lobby 200
Fulton	Mike Stilkey	Gallery 211
Fulton	Mike Stilkey	Gallery 211
Fulton	Mike Stilkey	Lobby 200
Fulton	Mike Stilkey	Hallyway
Fulton	Mike Stilkey	Hallway
Fulton	Mike Stilkey	No Masse
Fulton	Mike Stilkey	Cut Off
Fulton	Mike Stilkey	King of the Castle
Fulton	Mike Stilkey	A nostalgic Afternoon
Fulton	Peter Tunney	All artwork at Green Room - PT Private Collection

**Schedule 1.1(b)**

**Jurisdictions Prohibiting Transfer of Title to Alcoholic Beverage Inventories**

- New York
- Texas
- Washington

**Schedule 1.1(e)**

**Intangible Property Assets**

Schedules 1.1(g)(i) and 5.12(a) are fully incorporated herein by reference.

**Schedule 1.1(f)****Purchased Contracts****A. Theater Leases<sup>1</sup>****i. Existing Theater Leases**

<b>Location</b>	<b>Contract Counterparty</b>	<b>Lease Description</b>
Boca Raton, FL	CROCKER DOWNTOWN DEVELOPMENT ASSOC/ BROOKFIELD PROPERTY	BOCA RATON, FL - BUILDING LEASE DATED 08.11.11
Fulton Market, NY	SOUTH STREET SEAPORT LP	FULTON MARKET, NY - THEATRE LEASE DATED 12.11.13, AS AMENDED
Houston, TX	OMB HOUSTON LP	LEASE DATED 10.19.12, AS AMENDED
North Bethesda, MD	FEDERAL REALTY INVESTMENT TRUST	NORTH BETHESDA, MD - LEASE AGREEMENT DATED 02.03.14
North Miami Beach, FL	DEZER INTRACOASTAL MALL LLC	NORTH MIAMI BEACH, FL - THEATRE AND RESTAURANT LEASE DATED 08.27.14, AS AMENDED
Pasadena, CA	BPP EAST UNION LLC	PASADENA, CA - THEATER AND RESTAURANT LEASE DATED 8/14/2008
Redmond, WA	G&I VII REDMOND RETAIL HOLDINGS, LP	REDMOND, WA - LEASE AGREEMENT DATED 01.16.08, AS AMENDED
Westwood, CA	AVCO CENTER CORPORATION	WESTWOOD, CA - BUILDING LEASE DATED 07.11.12, AS AMENDED

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<sup>1</sup> There are no security deposits or prepayments related to Theater Leases.

**i. Theaters Under Construction**

Location	Contract Counterparty	Lease Description
Atlanta, GA	LVA4 ATLANTA COLONY SQUARE, L.P.	ATLANTA, GA - LEASE AGREEMENT DATED 02.22.18

**i. New Theater Leases (Under Lease)**

Location	Contract Counterparty	Lease Description
Fort Lauderdale, FL	FLAGLER SIXTH, LLC	FORT LAUDERDALE, FL - LEASE DATED 04.11.19
Kirkland, WA	KIRKLAND URBAN PHASE III OWNER, LLC	KIRKLAND, WA - LEASE DATED 03.14.19
McLean, VA	TYSONS GALLERIA ANCHOR ACQUISITION, LLC	TYSONS GALLERIA, VA - THEATER LEASE DATED 11/20/18
Norwalk, CT	NW MFP NORWALK TOWN CENTER II LLC	NORWALK, CT - THEATER AND RESTAURANT LEASE DATED 12.08.14, AS AMENDED
Sunrise, FL	METROPICA SERIES C VENTURE, LLC	METROPICA, SUNRISE FL - THEATER AND RESTAURANT LEASE DATED 06.26.15, AS MENDED

**B. Other Contracts**

Contract Counterparty	Contract Description	Deposit
A1 ELEVATOR INSPECTIONS & CONSULTING LLC	PIKE & ROSE - ELEVATOR INSPECTION AGREEMENT	
AAJ TECHNOLOGIES	MASTER CONSULTING AGREEMENT	

<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Deposit</b>
ALSCO	CONTRACT	
AMERICAN EXPRESS COMPANY	ACCEPTANCE AGREEMENT	
AMERICAN EXPRESS COMPANY	MERCHANT MARKETING PROGRAM	
AMERICA'S ESCAPE GAME, LLC	LICENSE AGREEMENT	
AT&T CORP.	MASTER AGREEMENT	
CENTURYLINK COMMUNICATIONS, LLC	MASTER SERVICE AGREEMENT	
CINTAS	SERVICE AGREEMENT	
COCA COLA	BEVERAGE MARKETING AGREEMENT	
COCA-COLA FOODSERVICE	BEVERAGE MARKETING AGREEMENTS DATED 10.12.11 AND 09.21.17	
DANONE WATERS OF AMERICA, INC.	NATIONAL AGREEMENT	
DB + PARTNERS, LLC	MARKETING AGREEMENT	
DB + PARTNERS, LLC	MARKETING AGREEMENT DATED 06.07.19	
DIRECTV	CONTRACT	
DOMAIN INTEGRATED LLC	CREATIVE BUSINESS ADVISORS AGREEMENT	
DUNBAR ARMORED, INC. (D/B/A BRINK'S)	SERVICE CONTRACT #02002208	
ECOLAB INC.	PRODUCT AND SERVICES SUPPLY AGREEMENT	
EPD, INC.	CONTRACT	

<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Deposit</b>
FINTECH	RETAILER PROGRAM ENROLLMENT	
GEXA ENERGY	BUSINESS ELECTRICITY AGREEMENT (HOUSTON - JULY 2018)	
GRANDE COMMUNICATIONS	TELECOMMUNICATIONS SERVICES AGREEMENT	
GREEN MOUNTAIN ENERGY COMPANY	ENERGY SERVICES AGREEMENT	
HELGET GAS	CONTRACT	
HERITAGE SERVICE GROUP	MIZNER PARK & INTRACOASTAL MALL - PLANNED MAINTENANCE/SERVICE AGREEMENT	
HIGH RISE FIRE AND SECURITY	FULTON MARKET SERVICES AGREEMENT	
HONEYWELL NOTIFYER	CONTRACT	
HOODZ HOOD CLEANING	CONTRACT	
HOTSCHEDULES	MASTER CUSTOMER AGREEMENT	
KONE	SERVICE AGREEMENT FOR DELRAY BEACH AND FULTON MARKET	18,061.00
KONICA MINOLTA	PREMIER ADVANTAGE AGREEMENT	
LAVAZZA PREMIUM COFFEES CORP.	NATIONAL SUPPLIER AGREEMENT	
MARKETING PERFORMANCE GROUP	MEDIA SERVICES AGREEMENT	
MARKETING PERFORMANCE GROUP, INC	LETTER OF AGREEMENT DATED 05.20.19	
METRO LINEN SUPPLY, INC.	LINEN RENTAL AGREEMENT	
NESTLE	CONTRACT	

<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Deposit</b>
NUCO2	CONTRACT	
OPENTABLE, INC.	CLIENT AGREEMENT	
ORKIN	PEST CONTROL SERVICES AGREEMENT	
OTIS	HOUSTON- PREVENTIVE MAINTENANCE AGREEMENT	
SCHINDLER ELEVATOR CORPORATION	NATIONAL ACCOUNT MAINTENANCE AGREEMENT	47,478.00
SERVICE LINEN SUPPLY	CONTRACT	
SOUTHERN PRAIRIE	HOUSTON - MECHANICAL AGREEMENT	
SPORTS TV GUIDE	HOUSTON & AUSTON - CONTRACT	
SPRINKLR INC.	MASTER SERVICES AGREEMENT	
THE DIRECTV GROUP, INC.	CONTRACT	
TOSHIBA BUSINESS SOLUTIONS	REDMOND & SCOTTSDALE - LEASE WITH MAINTENANCE AGREEMENT	
UBEREATS	MASTER FRAMEWORK AGREEMENT	
UNIVERSAL FILM EXCHANGES LLC	MASTER LICENSE AGREEMENT	
VANTIV, LLC	BANK CARD MERCHANT AGREEMENT	
VANTIV, LLC	BANK CARD MERCHANT AGREEMENT	
VERIZON	CONTRACT	
VISTA ENTERTAINMENT SOLUTIONS LIMITED	MASTER LICENSE AGREEMENT	23,571.00

<b>Contract Counterparty</b>	<b>Contract Description</b>	<b>Deposit</b>
WARNER BROS. PICTURES WORLDWIDE MARKETING	PRIZE PROVIDER AGREEMENT	
WESTERN PROPANE	CONTRACT	
WHOLESALE CARRIER SERVICES INC. (WCS)	WORK ORDER	

## Schedule 1.1(g)

## List of Business Permits and Liquor Licenses by Theater

## (g)(i). Business Permits and Liquor Licenses by Acquired Theater

SITE	Business License Number	Business License Expiration	State Liquor License Number	State Liquor Expiration	Liquor License Contact	Local Liquor License Number	Local Liquor Expiration	Liquor License Contact
CA - Pasadena	Acct. No. 11459206 Business License Code 53	05/31/2020	508197	[06/30/2020] <sup>1</sup> 2	California Dept. of Alcoholic Beverage Control 3927 Lennane Dr., Suite 100 Sacramento, CA 95834 Phone: 626-256-3241 or 915-419-2500	N/A	N/A	N/A
CA - Westwood	0002684100-0001-9	02/28/2020	535840	09/30/2019 <sup>2</sup>	California Dept. of Alcoholic Beverage Control 3927 Lennane Dr., Suite 100 Sacramento, CA 95834 Phone: 916-419-2500	N/A	N/A	N/A
FL - Boca Raton	County: Theater: 201358673 Restaurant: 201358671 Office: 201151462	09/30/2019	BEV6011080	03/31/2020	Florida Dept. of Business and Professional Regulation Div. of Alcoholic Beverages & Tobacco 2601 Blair Stone Road Tallahassee, FL 32399 Phone: 850-487-1395 or 488-8284 Palm Beach County: 561-650-6872	N/A	N/A	N/A
FL - North Miami Beach	County: Theater: 7477016 Restaurant: 7477017 City: 795115	09/30/2019	BEV2333555	03/31/2020	Florida Dept. of Business and Professional Regulation Div. of Alcoholic Beverages & Tobacco 2601 Blair Stone Road Tallahassee, FL 32399 Phone: 850-487-1395 or 488-8284 Broward County: 954-917-1350	N/A	N/A	N/A
MD - North Bethesda	15027828	04/30/2020	N/A	N/A	N/A	BBWLHR863	04/30/2020	Montgomery County Board of License Commissioners 201 Edison Park Drive Gathersburg, MD 20878 Phone: 240-777-9999 Email: DLCLicensing@montgomerycountymd.gov
NY - Fulton Market	4810014	Due on or after 8/1/19	1292134 (On-Premises) 1292135 (Additional Bar) 1292134 (Method of Operation)	09/30/2020	New York State Liquor Authority 80 South Swan St., Suite 900 Albany, NY 12210 Phone: 518-474-3114	N/A	N/A	N/A
TX - Houston	None	N/A	MB920132	09/10/2019	Texas Alcoholic Beverage Commission 5806 Mesa Drive Austin, TX 78731 Phone: 512-206-3333	LB920132	09/10/2019	Harris County Tax Assessor-Collector & Voter Registrar 1001 Preston Street Houston, TX 77002 Phone: 713-274-8150
WA - Redmond	State: UBI: 603 050 560 City: 53740	09/30/2019 12/31/2019	603 050 560	09/30/2019	Washington State Liquor and Cannabis Board 1025 Union Ave. SE Olympia, WA 98501 Phone: 360-664-1600  Washington Dept. of Revenue Business Licensing Service 6500 Linderson Way SW Olympia, WA 98504 Phone: 800-451-7985	N/A	N/A	N/A

## (g)(ii) Jurisdictions Prohibiting Transfer of Title to Business Permits (including Liquor Licenses)

- New York
- Texas
- Washington

<sup>2</sup> License was timely renewed and replacement license is being processed by applicable liquor authority.

**Schedule 1.1(k)**

**Development Opportunities**

- Miami, FL
- Charlotte, NC
- Franklin, TN
- Saudi Arabia

**Schedule 1.3(b)****List of Cure Costs**

<b>COUNTERPARTY</b>	<b>CONTRACT DESCRIPTION</b>	<b>CURE AMOUNT</b>
A1 ELEVATOR INSPECTIONS & CONSULTING LLC	PIKE & ROSE - ELEVATOR INSPECTION AGREEMENT	16,150.00
AAJ TECHNOLOGIES	MASTER CONSULTING AGREEMENT	0.00
ALSCO	CONTRACT	0.00
AMERICAN EXPRESS COMPANY	ACCEPTANCE AGREEMENT	5,554.22
AMERICAN EXPRESS COMPANY	MERCHANT MARKETING PROGRAM	0.00
AMERICA'S ESCAPE GAME, LLC	LICENSE AGREEMENT	0.00
AT&T CORP.	MASTER AGREEMENT	0.00
AVCO CENTER CORPORATION	WESTWOOD, CA - BUILDING LEASE DATED 07.11.12, AS AMENDED	130,097.18
BPP EAST UNION LLC	PASADENA, CA - THEATER AND RESTAURANT LEASE DATED 8/14/2008	114,150.13
CENTURYLINK COMMUNICATIONS, LLC	MASTER SERVICE AGREEMENT	108,152.45
CINTAS	SERVICE AGREEMENT	1,635.25
COCA COLA	BEVERAGE MARKETING AGREEMENT	0.00
COCA-COLA FOODSERVICE	BEVERAGE MARKETING AGREEMENTS DATED 10.12.11 AND 09.21.17	0.00
CROCKER DOWNTOWN DEVELOPMENT ASSOC/ BROOKFIELD PROPERTY	BOCA RATON, FL - BUILDING LEASE DATED 08.11.11	25,740.63
DANONE WATERS OF AMERICA, INC.	NATIONAL AGREEMENT	0.00
DB + PARTNERS, LLC	MARKETING AGREEMENT	0.00
DB + PARTNERS, LLC	MARKETING AGREEMENT DATED 06.07.19	0.00
DEZER INTRACOASTAL MALL LLC	NORTH MIAMI BEACH, FL - THEATRE AND RESTAURANT LEASE DATED 08.27.14, AS AMENDED	104,756.38
DIRECTV	CONTRACT	7,335.75
DOMAIN INTEGRATED LLC	CREATIVE BUSINESS ADVISORS AGREEMENT	0.00
DUNBAR ARMORED, INC. (D/B/A BRINK'S)	SERVICE CONTRACT #02002208	6,657.23
ECOLAB INC.	PRODUCT AND SERVICES SUPPLY AGREEMENT	0.00
EPD, INC.	CONTRACT	0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
FEDERAL REALTY INVESTMENT TRUST	NORTH BETHESDA, MD - LEASE AGREEMENT DATED 02.03.14	179,981.81
FINTECH	RETAILER PROGRAM ENROLLMENT	621.00
FLAGLER SIXTH, LLC	FORT LAUDERDALE, FL - LEASE DATED 04.11.19	0.00
G&I VII REDMOND RETAIL HOLDINGS, LP	REDMOND, WA - LEASE AGREEMENT DATED 01.16.08, AS AMENDED	58,288.73
GEXA ENERGY	BUSINESS ELECTRICITY AGREEMENT (HOUSTON - JULY 2018)	19,517.53
GRANDE COMMUNICATIONS	TELECOMMUNICATIONS SERVICES AGREEMENT	876.48
GREEN MOUNTAIN ENERGY COMPANY	ENERGY SERVICES AGREEMENT	0.00
HELGET GAS	CONTRACT	0.00
HERITAGE SERVICE GROUP	MIZNER PARK & INTRACOASTAL MALL - PLANNED MAINTENANCE/SERVICE AGREEMENT	14,815.68
HIGH RISE FIRE AND SECURITY	FULTON MARKET SERVICES AGREEMENT	2,529.08
HONEYWELL NOTIFYER	CONTRACT	0.00
HOODZ HOOD CLEANING	CONTRACT	0.00
HOTSCHEDULES	MASTER CUSTOMER AGREEMENT	0.00
KIRKLAND URBAN PHASE III OWNER, LLC	KIRKLAND, WA - LEASE DATED 03.14.19	0.00
KONE	SERVICE AGREEMENT FOR DELRAY BEACH AND FULTON MARKET	457.28
KONICA MINOLTA	PREMIER ADVANTAGE AGREEMENT	0.00
LAVAZZA PREMIUM COFFEES CORP.	NATIONAL SUPPLIER AGREEMENT	0.00
LVA4 ATLANTA COLONY SQUARE, L.P.	ATLANTA, GA - LEASE AGREEMENT DATED 02.22.18	32,481.63
MARKETING PERFORMANCE GROUP	MEDIA SERVICES AGREEMENT	0.00
MARKETING PERFORMANCE GROUP, INC	LETTER OF AGREEMENT DATED 05.20.19	0.00
METRO LINEN SUPPLY, INC.	LINEN RENTAL AGREEMENT	0.00
METROPICA SERIES C VENTURE, LLC	METROPICA, SUNRISE FL - THEATER AND RESTAURANT LEASE DATED 06.26.15, AS MENDED	0.00
NESTLE	CONTRACT	0.00
NUCO2	CONTRACT	1,507.69
NW MFP NORWALK TOWN CENTER II LLC	NORWALK, CT - THEATER AND RESTAURANT LEASE DATED 12.08.14, AS AMENDED	0.00
OMB HOUSTON LP	LEASE DATED 10.19.12, AS AMENDED	31,178.57
OPENTABLE, INC.	CLIENT AGREEMENT	4,636.75
ORKIN	PEST CONTROL SERVICES AGREEMENT	0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
OTIS	HOUSTON- PREVENTIVE MAINTENANCE AGREEMENT	4,823.16
SCHINDLER ELEVATOR CORPORATION	NATIONAL ACCOUNT MAINTENANCE AGREEMENT	120,265.45
SERVICE LINEN SUPPLY	CONTRACT	17,710.36
SOUTH STREET SEAPORT LP	FULTON MARKET, NY - THEATRE LEASE DATED 12.11.13, AS AMENDED	21,170.60
SOUTHERN PRAIRIE	HOUSTON - MECHANICAL AGREEMENT	0.00
SPORTS TV GUIDE	HOUSTON & AUSTON - CONTRACT	0.00
SPRINKLR INC.	MASTER SERVICES AGREEMENT	0.00
THE DIRECTV GROUP, INC.	CONTRACT	0.00
TOSHIBA BUSINESS SOLUTIONS	REDMOND & SCOTTSDALE - LEASE WITH MAINTENANCE AGREEMENT	0.00
TYSONS GALLERIA ANCHOR ACQUISITION, LLC	TYSONS GALLERIA, VA - THEATER LEASE DATED 11/20/18	0.00
UBEREATS	MASTER FRAMEWORK AGREEMENT	0.00
UNIVERSAL FILM EXCHANGES LLC	MASTER LICENSE AGREEMENT	0.00
VANTIV, LLC	BANK CARD MERCHANT AGREEMENT	0.00
VANTIV, LLC	BANK CARD MERCHANT AGREEMENT	0.00
VERIZON	CONTRACT	0.00
VISTA ENTERTAINMENT SOLUTIONS LIMITED	MASTER LICENSE AGREEMENT	93,625.00
WARNER BROS. PICTURES WORLDWIDE MARKETING	PRIZE PROVIDER AGREEMENT	0.00
WESTERN PROPANE	CONTRACT	0.00
WHOLESALE CARRIER SERVICES INC. (WCS)	WORK ORDER	0.00
<b>TOTAL:</b>		<b>1,124,716.02</b>

**Schedule 2.3(a)****Historical Gift Card Liabilities**

<b>Issuance Period</b>	<b>Remaining Gift Card Balance Outstanding</b>	
Sep-19	\$	65,115
Aug-19		58,191
Jul-19		105,447
Jun-19		161,537
May-19		120,717
Apr-19		70,107
Mar-19		143,203
Feb-19		53,706
Jan-19		80,592
Dec-18		919,870
Nov-18		267,953
Oct-18		56,984
Sep-18		55,965
Aug-18		60,328
Jul-18		71,652
Jun-18		59,949
May-18		60,596
Apr-18		40,467
Mar-18		72,832
Feb-18		59,092
Jan-18		79,358
Dec-17		742,102
Nov-17		120,742
Oct-17		47,725
Oct 2016 - Sep 2017		1,400,288
Oct 2015 - Sep 2016		1,117,773
Oct 2014 - Sep 2015		1,067,503
Prior to Oct 2014		3,720,528
<b>Total</b>	<b>\$</b>	<b>10,880,320</b>
<b>Balance Sheet Liability</b>	<b>\$</b>	<b>1,024,015</b>

**Schedule 2.3(d)**

**Customer Membership/Loyalty Programs in respect of Acquired Theaters**

Membership Rewards

The Sellers offer customers membership rewards program whereby members enjoy discounted tickets, invitations to early screenings, and priority access to new releases (the “Rewards Program”). The Rewards Program consists of different levels, including silver, gold, and platinum tiers. The Rewards Program also offers customers discounts on food and beverage purchases, VIP events, live events and shows, private dining, food and wine tastings, as well as free tickets to movies. Members also earn points from purchases which can be redeemed for qualifying purchases.

As of September 30, 2019, the Sellers’ liability relating to the Rewards Program on a balance sheet basis was \$938,559.

**Schedule 2.3(g)****Transferred Employee Liabilities**

<b>Business Unit Description</b>	<b>Payroll Name</b>	<b>Home Department Description</b>	<b>PTO Liability</b>
Boca Raton	Acosta, Cindy	MZ Restaurant FOH Management	\$ 1,115.38
Boca Raton	Acosta, Cindy	MZ Restaurant FOH Management	\$ (461.77)
Boca Raton	Anderson, Scott	MZ Tanzy Kitchen Management	\$ 1,057.70
Boca Raton	Anderson, Scott	MZ Tanzy Kitchen Management	\$ 1,157.12
Boca Raton	Diaz, Brayán	MZ Restaurant FOH Management	\$ 1,538.46
Boca Raton	Diaz, Brayán	MZ Restaurant FOH Management	\$ (1,269.23)
Boca Raton	Donnelly, Frank	MZ Admin, Sales & Marketing	\$ 2,153.85
Boca Raton	Donnelly, Frank	MZ Admin, Sales & Marketing	\$ 1,098.46
Boca Raton	Ganz, Donald	MZ Theater Kitchen Management	\$ 1,250.00
Boca Raton	Ganz, Donald	MZ Theater Kitchen Management	\$ (1,133.75)
Boca Raton	Garcia, Sunil	MZ Tanzy Kitchen Management	\$ 1,346.16
Boca Raton	Garcia, Sunil	MZ Tanzy Kitchen Management	\$ 726.92
Boca Raton	McBowman, Julie	MZ Admin, Sales & Marketing	\$ 800.00
Boca Raton	McBowman, Julie	MZ Admin, Sales & Marketing	\$ 1,140.00
Boca Raton	Nelson, Brian C	MZ Tanzy Kitchen Management	\$ -
Boca Raton	Nelson, Brian C	MZ Tanzy Kitchen Management	\$ 1,265.05
Boca Raton	Pasos, Elizabeth	MZ Theater FOH Management	\$ 461.54
Boca Raton	Pasos, Elizabeth	MZ Theater FOH Management	\$ 765.00
Boca Raton	Rigotti, Agustin	MZ Theater FOH Management	\$ 192.31
Boca Raton	Rigotti, Agustin	MZ Theater FOH Management	\$ 1,480.77
Boca Raton	Shelton, Tyrone	MZ Theater Kitchen Management	\$ 1,057.69
Boca Raton	Shelton, Tyrone	MZ Theater Kitchen Management	\$ 668.46
Boca Raton	Sullivan, Alexandra	MZ Admin, Sales & Marketing	\$ 1,216.35
Boca Raton	Sullivan, Alexandra	MZ Admin, Sales & Marketing	\$ 2,809.77
Boca Raton	Toumayan, Chris	MZ Theater FOH Management	\$ 1,000.00
Boca Raton	Toumayan, Chris	MZ Theater FOH Management	\$ 328.75
Fulton	Abdul Kadir, Shaqua S	NYORK - Theater Line Cook	\$ 40.96
Fulton	Adams, Hayley	NYORK - Theater Server	\$ 566.60
Fulton	Adams, Meagan	NYORK - Theater Server	\$ 411.70
Fulton	Ainsworth, Harrison	NYORK - Theater Server	\$ 61.20
Fulton	Akerele, Olaolu	NYORK - Theater Line Cook	\$ 408.00
Fulton	Akinkunmi, Iman	Nyork - Tuck Host/ Hostess	\$ 20.85
Fulton	Alicea, Roberto	NYORK - Theater Usher	\$ 113.85
Fulton	Almanzar, June	NYORK - Facilities	\$ 190.06
Fulton	Alston, Sha-Nia	NYORK - Theater Server	\$ 39.30
Fulton	Amaro Salazar, Tiffany	Nyork - Tuck Host/ Hostess	\$ 625.95
Fulton	Andujar, Jose	NYORK - Theater Dishwasher	\$ 58.50
Fulton	Applewhaite, Brian	NYORK - Theater Server	\$ 23.80
Fulton	Basulto, Eric	NYORK - Theater Kitchen Mgmt	\$ 2,115.38
Fulton	Beard, Marc	NYORK - Theater Server	\$ 400.00
Fulton	Benson, Michael	NYORK - Theater Kitchen Supervisor	\$ 1,449.89
Fulton	Breamfield, Randall	NYORK Theater Server Assistant/Runn	\$ 400.00
Fulton	Callender, Keiana	NYORK - Tuck Bar	\$ 65.60
Fulton	Canty, Lawrence	NYORK - Theater Line Cook	\$ 78.54
Fulton	Canty, Maya	NYORK - Theater Line Cook	\$ 89.44

Fulton	Carr, Kwame	NYORK - Theater Dishwasher	\$	81.00
Fulton	Carter, Adanna	NYORK - Theater Server	\$	864.75
Fulton	Castillo, Bryan	Nyork - Theater Guest Services	\$	380.70
Fulton	Ceesay, Muhamadou	NYORK- Tuck Line Cook	\$	(140.00)
Fulton	Chaneyfield, Kaylani	Nyork - Theater Guest Services	\$	268.20
Fulton	Cheng, Zhi Wei	NYORK - Tuck Bar	\$	400.00
Fulton	Cisnero, Adaliz	NYORK - Tuck Bar	\$	92.20
Fulton	Clarke, Cecil	NYORK - Theater Line Cook	\$	31.28
Fulton	Coco, Caitlin	Nyork - Theater Guest Services	\$	259.05
Fulton	Craft, Elliot A	NYORK - Theater Server	\$	351.70
Fulton	Cuevas, Britney	Nyork - Theater Guest Services	\$	432.45
Fulton	Dalmeida, Abdel	NYORK Theater Server Assistant/Runn	\$	40.80
Fulton	Davis, Artasia	NYORK - Theater Usher	\$	93.00
Fulton	De Jesus, Alec	Nyork - Theater Guest Services	\$	67.50
Fulton	Decamps, Judah	NYORK - Theater Usher	\$	531.15
Fulton	Diouf, Khaia	NYORK - Theater Concessions	\$	442.05
Fulton	Duncan, Tristan	NYORK - Theater Server	\$	734.20
Fulton	Echavarria, Magaly	NYORK - Theater Line Cook	\$	673.71
Fulton	Ellis, Robert	NYORK - Theater Line Cook	\$	695.36
Fulton	Engler, Ezra J	NYORK - Theater Server	\$	400.00
Fulton	Espinal, Joey	NYORK- Tuck Line Cook	\$	680.00
Fulton	Faye, Gora	NYORK Theater Server Assistant/Runn	\$	400.00
Fulton	Felix, Diomedes	NYORK Theater Server Assistant/Runn	\$	352.70
Fulton	Flores, Amberlyn	Nyork - Theater Guest Services	\$	355.65
Fulton	Forsyth, Kerah	NYORK - Theater Concessions	\$	181.35
Fulton	Gannon, Kerienne	NYORK - Theater Server	\$	53.00
Fulton	Garcia, Eddie	Nyork - Theater Guest Services	\$	15.30
Fulton	Garcia, Zniyah	NYORK - Theater Concessions	\$	67.50
Fulton	Garrett, Savasia	Nyork - Theater Guest Services	\$	611.55
Fulton	Gelzer, Jay Reilly	NYORK - Theater Usher	\$	15.90
Fulton	Gibson, Terrell R	NYORK - Theater Dishwasher	\$	600.00
Fulton	Gonzalez, Francine	NYORK - Tuck Bar	\$	58.60
Fulton	Gonzalez, Juan C	NYORK - Theater Line Cook	\$	144.00
Fulton	Green, Livingston	NYORK - Theater Server	\$	193.70
Fulton	Greene-Sterling, Armoni J	Nyork - Theater Guest Services	\$	600.00
Fulton	Gregory, Aljae	NYORK - Theater Usher	\$	832.50
Fulton	Grullon, Adrian	NYORK - Tuck Server	\$	166.40
Fulton	Guess, Ta-kwan	NYORK - Theater Dishwasher	\$	98.25
Fulton	Haarsgaard, Christopher	NYORK - Admin, Sales & Marketing	\$	2,692.31
Fulton	Haarsgaard, Christopher	NYORK - Admin, Sales & Marketing	\$	4,146.16
Fulton	Hammada, Rachel	NYORK - Admin, Sales & Marketing	\$	1,346.16
Fulton	Hammada, Rachel	NYORK - Admin, Sales & Marketing	\$	1,700.20
Fulton	Hanna, Nahreef	NYORK - Theater Usher	\$	336.45
Fulton	Harrell, Jarvis	NYORK - Theater Server	\$	202.60
Fulton	Hernandez, Jose	NYORK - Theater Usher	\$	253.65
Fulton	Jackson, Brian	NYORK - Theater Server	\$	367.10
Fulton	Jacobs, James	NYORK - Theater Prep Cook	\$	432.00
Fulton	James, Nicholas	NYORK - Theater FOH Management	\$	1,394.23
Fulton	James, Nicholas	NYORK - Theater FOH Management	\$	2,147.12
Fulton	Jennings, Troy	NYORK - Theater Usher	\$	99.90

Fulton	Jiang, Jeffrey	NYORK - Theater Concessions	\$	58.35
Fulton	Jones, Anita	NYORK - Theater Line Cook	\$	228.42
Fulton	Keitt, Anthony	NYORK Theater Server Assistant/Runn	\$	202.70
Fulton	Kerth, Madison	NYORK - Theater Concessions	\$	293.50
Fulton	Kianchehr, Mojan	NYORK - Tuck Server	\$	407.90
Fulton	Kinnard, Lavell	NYORK - Theater Line Cook	\$	423.13
Fulton	Lashley, Lashana	NYORK - Theater Server	\$	468.60
Fulton	Lockhart, Jeff	NYORK - Theater Dishwasher	\$	27.60
Fulton	Lopez, Elladia	NYORK - Theater Server	\$	323.30
Fulton	Luce, Dylan T	NYORK - Theater Server	\$	280.28
Fulton	Maiolie, Christopher	NYORK - Tuck Server Assist/ Runner	\$	394.30
Fulton	Major, Melvin	Nyork - Tuck Host/ Hostess	\$	143.60
Fulton	Marquez, Michael	NYORK - Theater Usher	\$	363.45
Fulton	Mbacke, Abdou	NYORK Theater Server Assistant/Runn	\$	70.90
Fulton	McElfresh, Mikaela	NYORK - Tuck Server	\$	126.20
Fulton	Mcintosh, Vanessa	NYORK - Theater Server	\$	105.10
Fulton	Mckay, Nicole	NYORK - Theater Server	\$	111.40
Fulton	McKenzie, Damoy	NYORK - Theater Concessions	\$	31.50
Fulton	McKinnon, Shatia	NYORK - Admin, Sales & Marketing	\$	942.31
Fulton	McKinnon, Shatia	NYORK - Admin, Sales & Marketing	\$	623.27
Fulton	Moran, Zachary	NYORK - Theater Barback	\$	272.30
Fulton	Mosley, Alicia T	Nyork - Theater Guest Services	\$	480.00
Fulton	Nachlas, Haley	Nyork - Tuck Host/ Hostess	\$	187.70
Fulton	Nehhas, Julia	Nyork - Tuck Host/ Hostess	\$	394.40
Fulton	Nianogo, Thierry	NYORK - Tuck Server	\$	29.90
Fulton	Nunes, Moises	NYORK - Theater Line Cook	\$	680.00
Fulton	Nurse, Frederick	NYORK - Theater Prep Cook	\$	1,101.28
Fulton	Ocasio, Jillian	NYORK - Theater FOH Management	\$	1,153.85
Fulton	Odum, Walter	NYORK - Theater Line Cook	\$	952.00
Fulton	Patchett, Bradley	NYORK - Theater Server	\$	160.90
Fulton	Patterson, Daxon	NYORK - Theater FOH Management	\$	2,461.54
Fulton	Patterson, Daxon	NYORK - Theater FOH Management	\$	2,250.77
Fulton	Penney, Lorenzo	NYORK - Tuck Server	\$	45.60
Fulton	Phelps, Don	NYORK - Theater Booth	\$	1,267.00
Fulton	Phillips, Elijah Emmanuel	NYORK - Theater Usher	\$	143.10
Fulton	Pizarro, Adrian	NYORK - Theater Kitchen Supervisor	\$	25.00
Fulton	Powell, Darryl	NYORK Theater Server Assistant/Runn	\$	4.70
Fulton	Pressley, Roniey	NYORK - Theater Concessions	\$	174.90
Fulton	Pugh, Jason	NYORK - Tuck Bar	\$	785.70
Fulton	Puglisi, Angelic	NYORK - Theater FOH Management	\$	1,634.62
Fulton	Puglisi, Angelic	NYORK - Theater FOH Management	\$	1,384.52
Fulton	Quamina, Aziz	NYORK Theater Server Assistant/Runn	\$	712.40
Fulton	Quintero, Johnluke	NYORK - Tuck Barback	\$	415.30
Fulton	Ramos, Fidel	NYORK - Theater Line Cook	\$	1,400.00
Fulton	Raymore, Kristianna Y	NYORK - Theater Server	\$	520.00
Fulton	Reaves, Jayden	NYORK - Theater Usher	\$	82.05
Fulton	Reyes, Eileen	Nyork - Theater Guest Services	\$	230.10
Fulton	Richardson, Elizabeth	NYORK - Theater Server	\$	5.40
Fulton	Ricks, Andrew	NYORK - Theater Barback	\$	73.60
Fulton	Rodriguez, Kevin	NYORK - Tuck Server	\$	64.90

Fulton	Rosicky, Taylor	Nyork - Theater Guest Services	\$	452.85
Fulton	Sanchez, Narcisa	NYORK - Theater Usher	\$	832.95
Fulton	Sandow, Leah	NYORK - Theater Server	\$	125.80
Fulton	Sarmiento, Brian	NYORK - Theater Server	\$	191.80
Fulton	Scurry, Samuel	NYORK - Theater Usher	\$	600.00
Fulton	Seck, Serigne	NYORK Theater Server Assistant/Runn	\$	88.20
Fulton	Shimkus, Benjamin	NYORK - Theater Server	\$	99.60
Fulton	Smith, Naquan	NYORK - Theater Supervisor	\$	1,158.15
Fulton	Smith-Bryant, Arlela	NYORK - Tuck Bar	\$	53.70
Fulton	Snowden, Payton	NYORK - Theater Server	\$	83.40
Fulton	Snuggs, Shareef	NYORK - Theater Server	\$	800.00
Fulton	Soto, Juan Victor	NYORK - Theater Line Cook	\$	302.43
Fulton	Stephens, Devall	NYORK - Theater Prep Cook	\$	1,082.10
Fulton	Steptoe, D'shawn	NYORK - Facilities	\$	-
Fulton	Strayhorn, Maurice	NYORK Theater Server Assistant/Runn	\$	66.43
Fulton	Suriel, Delvin	NYORK - Theater Server	\$	709.90
Fulton	Sykes, Ajahnae	NYORK - Theater Server	\$	496.08
Fulton	Tapsoba, Oumarou	NYORK - Facilities	\$	1,000.00
Fulton	Tellechea, Thyisha	NYORK - Theater Concessions	\$	365.85
Fulton	Thomas, Emma	NYORK - Tuck Server	\$	242.00
Fulton	Thomas, Evon	NYORK - Theater Line Cook	\$	367.15
Fulton	Thomas, Warren	NYORK Theater Server Assistant/Runn	\$	192.00
Fulton	Trent, Keith	NYORK - Theater Bar	\$	240.00
Fulton	Triptow, David	NYORK - Theater Server	\$	60.30
Fulton	Valdivia, Stephanie	Nyork - Theater Guest Services	\$	3.15
Fulton	Valencia, Brian	NYORK - Theater Server	\$	125.80
Fulton	Vargas, Daniel	NYORK - Theater Usher	\$	50.70
Fulton	Vargas, Edwin	NYORK - Theater Line Cook	\$	39.68
Fulton	Vargas, Santiago	NYORK - Tuck Bar	\$	56.80
Fulton	Walker, Alonzo	NYORK - Theater Usher	\$	51.75
Fulton	Walter, William	NYORK - Theater Dishwasher	\$	462.60
Fulton	Ward, Ronnisha	NYORK - Theater Server	\$	1,364.00
Fulton	Whitaker, Keon	NYORK - Theater Usher	\$	154.20
Fulton	White, Eleanor	NYORK - Theater Server	\$	321.70
Fulton	White, Shanice	NYORK - Theater Server	\$	1,600.00
Fulton	Williams, Ashan	Nyork - Theater Guest Services	\$	1,256.48
Fulton	Williams, Learnel	NYORK - Theater Kitchen Mgmt	\$	1,538.46
Fulton	Windsor, Toyddy	Nyork - Tuck Host/ Hostess	\$	179.40
Fulton	Worthen JR., Douglas	NYORK - Theater Usher	\$	304.05
Fulton	Xicohtencatl, Lucila	NYORK - Theater Usher	\$	600.00
Fulton	Zampou, Romuald	NYORK - Facilities	\$	970.05
Houston	Brezik, Cameron	HOU Restaurant FOH Management	\$	1,038.46
Houston	Brezik, Cameron	HOU Restaurant FOH Management	\$	639.69
Houston	Dubose, Toccara	HOU Theater FOH Management	\$	1,076.92
Houston	Dubose, Toccara	HOU Theater FOH Management	\$	82.92
Houston	Flowers, Robert	HOU Theater FOH Management	\$	1,346.16
Houston	Flowers, Robert	HOU Theater FOH Management	\$	2,692.31
Houston	Hernandez, Miroslava	HOU Theater Kitchen Management	\$	1,076.92
Houston	Hernandez, Miroslava	HOU Theater Kitchen Management	\$	1,658.46
Houston	Olson, Scott	Hou Tanzy Kitchen Management	\$	1,538.46

Houston	Olson, Scott	Hou Tanzy Kitchen Management	\$	1,753.85
Houston	Read, Leslie	HOU Admin, Sales & Marketing	\$	2,037.04
Houston	Read, Leslie	HOU Admin, Sales & Marketing	\$	470.56
Houston	Trujillo, Kelly	HOU Theater FOH Management	\$	1,346.16
Houston	Trujillo, Kelly	HOU Theater FOH Management	\$	740.39
Houston	Trujillo, Kelly	HOU Theater FOH Management	\$	-
North Miami	Buschman, Bethany	NMIA Theater FOH Management	\$	1,346.16
North Miami	Buschman, Bethany	NMIA Theater FOH Management	\$	621.92
North Miami	Goodson, Antoine	NMIA Theater FOH Management	\$	1,057.70
North Miami	Goodson, Antoine	NMIA Theater FOH Management	\$	81.44
North Miami	Lemieux, Jason	NMIA Admin, Sales & Marketing	\$	1,826.92
North Miami	Lemieux, Jason	NMIA Admin, Sales & Marketing	\$	(2,016.92)
North Miami	Limardo, Stephanie	NMIA Admin, Sales & Marketing	\$	1,057.69
North Miami	Limardo, Stephanie	NMIA Admin, Sales & Marketing	\$	1,547.40
North Miami	Ritman, Philip M.	NMIA Theater Kitchen Management	\$	596.15
North Miami	Ritman, Philip M.	NMIA Theater Kitchen Management	\$	(365.14)
North Miami	Ross, Yarden	NMIA Theater FOH Management	\$	1,057.70
North Miami	Ross, Yarden	NMIA Theater FOH Management	\$	571.16
North Miami	Valcourt, Georges	NMIA Theater Kitchen Management	\$	1,057.70
North Miami	Valcourt, Georges	NMIA Theater Kitchen Management	\$	571.16
Pasadena	Adut, Bessy	PS Theater Guest Services	\$	467.97
Pasadena	Ahne, Lindsey M.	PS Theater Supervisor	\$	1,427.76
Pasadena	Ali, Omar Y.	PS Theater Server Assistant/Runner	\$	628.71
Pasadena	Antillon, Francisco J.	PS Theater Dishwasher	\$	643.99
Pasadena	Ard, Raashema S.	PS Theater Guest Services	\$	326.47
Pasadena	Arredondo Jr., Rodolfo	PS Theater Bartender	\$	161.31
Pasadena	Avalos, William	PS Theater Dishwasher	\$	210.90
Pasadena	Bernardo, Joanne R.	PS Theater Server	\$	694.40
Pasadena	Beyer, John W.	PS Theater Guest Services	\$	868.11
Pasadena	Brazas, Elizabeth Rose	PS Theater Server	\$	624.29
Pasadena	Brinkman, Jennifer	PS Theater Server	\$	469.11
Pasadena	Brinkman, Jennifer	PS Theater Server	\$	404.84
Pasadena	Brown, Skye Y.	PS Theater Host	\$	753.83
Pasadena	Bustamante, Manuel	PS Theater Server	\$	293.12
Pasadena	Canoy, Murielle	PS Theater Server	\$	70.54
Pasadena	Carrillo, Jonathan	PS Theater Line Cook	\$	260.85
Pasadena	Castaneda, Leonel E.	PS Theater Line Cook	\$	674.10
Pasadena	Cobain, Olivia M.	PS Theater Server	\$	628.14
Pasadena	Coleman, Brittany L.	PS Theater Server	\$	665.48
Pasadena	Coulter, Morgan R.	PS Theater Server	\$	357.11
Pasadena	Dario, Frederick M.	PS Theater Server	\$	31.21
Pasadena	Dayton, Jessica L.	PS Admin, Sales & Marketing	\$	1,615.39
Pasadena	Dayton, Jessica L.	PS Admin, Sales & Marketing	\$	-
Pasadena	Dayton, Jessica L.	PS Admin, Sales & Marketing	\$	903.61
Pasadena	De Jesus Coreas, Yanira	PS Theater Prep Cook	\$	1,068.05
Pasadena	Dunnick, Sheena	PS Theater Server	\$	160.60
Pasadena	Elizondo, Arturo	PS Theater Server Assistant/Runner	\$	306.80
Pasadena	Espinosa, Lisa Anne	PS Admin, Sales & Marketing	\$	3,628.85
Pasadena	Espinosa, Lisa Anne	PS Admin, Sales & Marketing	\$	2,183.19
Pasadena	Garavito, Marisa	PS Theater Guest Services	\$	418.10

Pasadena	Garcia, Michelle	PS Theater Server	\$	43.04
Pasadena	Garza, Matthew	PS Theater Server	\$	254.51
Pasadena	Gastelum, Abraham	PS Theater Bartender	\$	390.59
Pasadena	Geiser, Anthony L.	PS Theater Line Cook	\$	1,093.65
Pasadena	Guerrero, David	PS Theater Server	\$	888.63
Pasadena	Guerrero, Nydia	PS Admin, Sales & Marketing	\$	584.62
Pasadena	Guerrero, Nydia	PS Admin, Sales & Marketing	\$	2,003.78
Pasadena	Jimenez, Mark A.	PS Theater Server	\$	173.99
Pasadena	Jones, Christopher	PS Theater Guest Services	\$	24.65
Pasadena	Kenyon, Casey	PS Theater Server	\$	971.28
Pasadena	Kisling, Alexander Michael	PS Theater Server	\$	154.47
Pasadena	Lara Jr., Valdemar	PS Theater Server Assistant/Runner	\$	610.04
Pasadena	Lara, Santiago	PS Theater Line Cook	\$	370.44
Pasadena	Lee, Jasmine	PS Theater Server Assistant/Runner	\$	304.67
Pasadena	Lewis, Joshua	PS Theater Supervisor	\$	1,239.66
Pasadena	Lin, Fu Yen	PS Theater Kitchen Management	\$	1,453.85
Pasadena	Lin, Fu Yen	PS Theater Kitchen Management	\$	1,488.12
Pasadena	Livingstone, Veronica L.C.	PS Theater Host	\$	891.77
Pasadena	Lujan, Jake	PS Theater Bartender	\$	805.13
Pasadena	Mahmoud, Mustafa M.	PS Theater Line Cook	\$	1,334.00
Pasadena	Martinez Raygoza, Omar	PS Theater Server Assistant/Runner	\$	216.32
Pasadena	Martinez, Eduardo	PS Theater Server Assistant/Runner	\$	262.77
Pasadena	Martinez, Kimberly L.	PS Theater Server Assistant/Runner	\$	789.88
Pasadena	McCarthy, Allie	PS Theater Server	\$	142.36
Pasadena	Miller, Kermit J.	PS Theater FOH Management	\$	1,869.24
Pasadena	Miller, Kermit J.	PS Theater FOH Management	\$	3,196.39
Pasadena	Munoz, Zuly C.	PS Theater Server	\$	857.85
Pasadena	Musseman, Alexander P.	PS Theater Server	\$	1,205.98
Pasadena	Najera, Anaisa	PS Theater Guest Services	\$	362.24
Pasadena	Oandasan, Donovan A.	PS Theater Line Cook	\$	34.50
Pasadena	Oliver, Timothy	PS Theater Supervisor	\$	1,246.86
Pasadena	Paggett, Ilissa J.	PS Theater Server	\$	16.53
Pasadena	Paz, Jennifer K	PS Theater Server	\$	635.41
Pasadena	Pena Ruiz, Carlos A.	PS Theater Dishwasher	\$	864.78
Pasadena	Pineda, Gabriella L.	PS Theater Server	\$	548.34
Pasadena	Pino, Devin A.	PS Theater Kitchen Supervisor	\$	675.72
Pasadena	Pustizzi Mitchell, Cheyenne R.	PS Theater Guest Services	\$	639.97
Pasadena	Reyes, Jose E.	PS Theater Line Cook	\$	987.51
Pasadena	Rezendez, Manuel H.	PS Theater Line Cook	\$	968.10
Pasadena	Rios, Danilo	PS Theater Server Assistant/Runner	\$	150.34
Pasadena	Robbins, Brooke T.	PS Theater Guest Services	\$	802.42
Pasadena	Robinson, Caleb	PS Theater Server Assistant/Runner	\$	280.30
Pasadena	Rosenberger, Henry	PS Theater Server Assistant/Runner	\$	111.86
Pasadena	Saucedo, Marcos	PS Theater Server	\$	506.30
Pasadena	Sembrano, Cailey A.	PS Theater Guest Services	\$	943.35
Pasadena	Sornososo, Fernando M.	PS Theater Dishwasher	\$	140.93
Pasadena	Stewart Jr., Michael C.	PS Theater Line Cook	\$	76.20
Pasadena	Sumpalung, Crystal	PS Theater Server	\$	567.01
Pasadena	Tejada, Brandon D.	PS Theater Server Assistant/Runner	\$	783.61
Pasadena	Telles Flores, Jovana B.	PS Theater Server	\$	394.01

Pasadena	Thurkill, Dante P.	PS Theater Server Assistant/Runner	\$	561.45
Pasadena	Vallejo, Adam J.	PS Theater Line Cook	\$	140.22
Pasadena	Vandenberg, Jared N.	PS Theater FOH Management	\$	1,969.24
Pasadena	Vandenberg, Jared N.	PS Theater FOH Management	\$	2,699.70
Pasadena	Verbenec, Michael A.	PS Theater Server	\$	1,069.75
Pasadena	Walker, Brandon J.	PS Theater Server Assistant/Runner	\$	147.63
Pasadena	Wu, Brandon	PS Theater Server	\$	712.64
Pasadena	Ybarra, Jessica D	PS Theater Bartender	\$	1,101.53
Pike & Rose	Agbemadon, Koffi	PKROS Theater Dishwasher	\$	52.00
Pike & Rose	Aguilar, Maybelline	PKROS Restaurant Server	\$	93.60
Pike & Rose	Aleman, Mauricio	PKROS Theater Line Cook	\$	289.00
Pike & Rose	Aleman, Pierre H	PKROS Theater Server	\$	80.00
Pike & Rose	Argueta, Irma	PKROS Restaurant Line Cook	\$	240.00
Pike & Rose	Asturias De Davila, Ana Krissia	PKROS Theater Line Cook	\$	378.30
Pike & Rose	Barnes, Sean	PKROS City Perch Prep Cook	\$	476.00
Pike & Rose	Barros, Eric	PKROS Theater Server	\$	128.00
Pike & Rose	Barzola, Angelica	PKROS Theater Guest Services	\$	312.00
Pike & Rose	Benitez Montesinos, Martha	PKROS Theater Line Cook	\$	504.00
Pike & Rose	Bezherano, Itai	PKROS Theater Server	\$	28.00
Pike & Rose	Brannon, Bruce	PKROS Theater Dishwasher	\$	126.00
Pike & Rose	Brice, Gregory	PKROS Theater Supervisor	\$	397.50
Pike & Rose	Bullock Beverly, Quinn	PKROS Theater Usher	\$	260.00
Pike & Rose	Bustamante, Jeannie	PKROS Restaurant Host	\$	65.00
Pike & Rose	Campbell, Tolabi O.	PKROS Restaurant Line Cook	\$	165.00
Pike & Rose	Canales, Anthony	PKROS Restaurant Bartender	\$	44.00
Pike & Rose	Canales, Jose R.	PKROS City Perch Prep Cook	\$	764.00
Pike & Rose	Carrasco, Antonio R.	PKROS Theater Server	\$	28.00
Pike & Rose	Ceballos, Erick	PKROS Restaurant Bartender	\$	56.00
Pike & Rose	Cedillo Lemus, Lilian I	PKROS Theater Line Cook	\$	345.00
Pike & Rose	Chick, Courtney T.	PKROS Restaurant Server	\$	284.00
Pike & Rose	Connors-Caballero, Nicolas	PKROS Theater Server Assist/Runner	\$	403.20
Pike & Rose	Cooper, Melik	PKROS Theater Server Assist/Runner	\$	50.40
Pike & Rose	Cordero, Luis	PKROS City Perch Prep Cook	\$	14.00
Pike & Rose	Dann, Alexander J.	PKROS Theater Usher	\$	244.20
Pike & Rose	Dasa, Maor	PKROS Theater Server	\$	337.28
Pike & Rose	Davis, Nilsha	PKROS Restaurant Host	\$	13.00
Pike & Rose	DeNeal, DeAndre	PKROS Theater Line Cook	\$	339.93
Pike & Rose	Descorbeth, Philip	PKROS Theater Server	\$	352.00
Pike & Rose	Douglas, Frank	PKROS Restaurant FOH Management	\$	1,830.77
Pike & Rose	Douglas, Frank	PKROS Restaurant FOH Management	\$	183.08
Pike & Rose	Flash, Ferdinand	PKROS Theater Server	\$	56.00
Pike & Rose	Gaddis, Bethany	PKROS Theater Server Assist/Runner	\$	33.60
Pike & Rose	Gainey, Stacy	PKROS Theater Guest Services	\$	109.72
Pike & Rose	Garcia, Edgar	PKROS Theater Kitchen Management	\$	1,346.16
Pike & Rose	Garcia, Edgar	PKROS Theater Kitchen Management	\$	148,077.16
Pike & Rose	Garcia, Edgar	PKROS Theater Kitchen Management	\$	296.15
Pike & Rose	Garcia, Luis C.	PKROS City Perch Barback	\$	579.60
Pike & Rose	Gedeon, Ferddy	PKROS Theater Server	\$	151.92
Pike & Rose	George, Jonathan	PKROS Theater Server	\$	284.68
Pike & Rose	Gohary, Houman	PKROS Theater Kitchen Management	\$	4,615.39

Pike & Rose	Gohary, Houman	PKROS Theater Kitchen Management	\$	2,813.47
Pike & Rose	Grant, Alejandro	PKROS Theater Dishwasher	\$	126.00
Pike & Rose	Grundler, Cyle	PKROS Restaurant Line Cook	\$	432.00
Pike & Rose	Guerrero Montilla, Anderson Tomas	PKROS Theater Server	\$	84.00
Pike & Rose	Guevara, Michael	PKROS Theater Server	\$	342.36
Pike & Rose	Henry, Brian	PKROS Theater Server Assist/Runner	\$	34.78
Pike & Rose	Hernandez, Marvin A.	PKROS Theater Server	\$	179.48
Pike & Rose	Hernandez, Ruben	PKROS Theater Dishwasher	\$	975.00
Pike & Rose	Hinds, Marvin	PKROS Theater Dishwasher	\$	1,575.00
Pike & Rose	Horsford, Ryan	PKROS Theater Usher	\$	840.00
Pike & Rose	Humphreys, Andrew	PKROS Admin, Sales & Marketing	\$	2,557.69
Pike & Rose	Humphreys, Andrew	PKROS Admin, Sales & Marketing	\$	1,351.92
Pike & Rose	Infanzon, AnneMarie	PKROS Theater Guest Services	\$	104.00
Pike & Rose	Jiron, Noemi A.	PKROS Restaurant Server	\$	174.92
Pike & Rose	Johnson, Damesha	PKROS Admin, Sales & Marketing	\$	-
Pike & Rose	Johnson, Damesha	PKROS Admin, Sales & Marketing	\$	263.00
Pike & Rose	Joseph, Steve	PKROS Restaurant Bartender	\$	120.00
Pike & Rose	Kalinin, Maksym	PKROS City Perch Serv Assist/Runner	\$	142.80
Pike & Rose	Kasozi, Claudette	PKROS Theater Server	\$	156.00
Pike & Rose	Keohavong, Brenda	PKROS Restaurant Server	\$	20.00
Pike & Rose	Kling, William	PKROS Restaurant Host	\$	78.00
Pike & Rose	Kone, Krah Ahida N	PKROS Theater Dishwasher	\$	756.00
Pike & Rose	Landon, Robert	PKROS Theater Line Cook	\$	1,537.00
Pike & Rose	Lanski, Kainoa A.	PKROS Restaurant Server	\$	261.80
Pike & Rose	Llanos, Fabiola	PKROS Restaurant Server	\$	254.92
Pike & Rose	Lloyd, Alejandra	PKROS Theater Guest Services	\$	54.59
Pike & Rose	Lopez-Albarracin, Israel	PKROS Theater Kitchen Management	\$	2,221.16
Pike & Rose	Lopez-Albarracin, Israel	PKROS Theater Kitchen Management	\$	3,295.24
Pike & Rose	Martinez, Ricardo	PKROS Theater Server	\$	152.40
Pike & Rose	Martinez, Ronald	PKROS Theater Server Assist/Runner	\$	92.40
Pike & Rose	McConnell, Breanna	PKROS City Perch Serv Assist/Runner	\$	294.00
Pike & Rose	McCuller, Priscilla	PKROS Restaurant Bartender	\$	336.00
Pike & Rose	McKenzie, Christopher	PKROS Theater Server Assist/Runner	\$	280.64
Pike & Rose	McKneely, Casey	PKROS Theater Usher	\$	52.00
Pike & Rose	Medina Martinez, Karla	PKROS Theater Prep Cook	\$	5.78
Pike & Rose	Medina, Melissa	PKROS Restaurant Host	\$	-
Pike & Rose	Mesticelli, Cristian Y.	PKROS Restaurant Server	\$	177.92
Pike & Rose	Miranda, Jacqueline	PKROS Theater Usher	\$	442.00
Pike & Rose	Mitchell, Porsha	PKROS Restaurant Bartender	\$	140.00
Pike & Rose	Morrison, Denise	PKROS Theater Guest Services	\$	728.00
Pike & Rose	Morrison, Samuel S.	PKROS Theater Guest Services	\$	808.47
Pike & Rose	Mulugeta, Japheth	PKROS Theater Usher	\$	201.50
Pike & Rose	Muniu, Mercy	PKROS Theater Guest Services	\$	212.81
Pike & Rose	Nadeau, John	PKROS Theater Usher	\$	299.00
Pike & Rose	Nguyen, John	PKROS Theater Usher	\$	1,015.00
Pike & Rose	O'Connor, Sean	PKROS Theater FOH Management	\$	3,230.77
Pike & Rose	O'Connor, Sean	PKROS Theater FOH Management	\$	726.92
Pike & Rose	Olivar, Raquel	PKROS Theater Server	\$	126.72
Pike & Rose	Oulai, Gue Giscard	PKROS Theater Dishwasher	\$	1,458.85
Pike & Rose	Parker, Jordan	PKROS Restaurant Bartender	\$	128.00

Pike & Rose	Parrott, Deandre	PKROS Theater Server	\$	360.00
Pike & Rose	Perez, William A.	PKROS Restaurant Bartender	\$	366.92
Pike & Rose	Perry, Eliana	PKROS Restaurant FOH Management	\$	242.31
Pike & Rose	Perry, Eliana	PKROS Restaurant FOH Management	\$	1,865.77
Pike & Rose	Pineda, Dianna G.	PKROS Theater Supervisor	\$	1,456.00
Pike & Rose	Pinkney, Greg	PKROS Restaurant Line Cook	\$	165.00
Pike & Rose	Poole, Blake	PKROS Theater Server	\$	96.00
Pike & Rose	Reed, Jessica	PKROS Restaurant Server	\$	40.00
Pike & Rose	Renderos Serrano, Graciela M.	PKROS Restaurant Line Cook	\$	90.56
Pike & Rose	Reyes Nava, Flor De Maria	PKROS Restaurant Line Cook	\$	35.25
Pike & Rose	Reyes, Jose	PKROS Restaurant Line Cook	\$	136.00
Pike & Rose	Rivas, Pedro	PKROS Theater Server Assist/Runner	\$	184.80
Pike & Rose	Rivera De Canales, Ana E.	PKROS Theater Usher	\$	202.58
Pike & Rose	Rodas Reyes, Mirtala	PKROS Restaurant Line Cook	\$	-
Pike & Rose	Romero, Luis	PKROS Restaurant Kitchen Managem	\$	1,830.77
Pike & Rose	Romero, Luis	PKROS Restaurant Kitchen Managem	\$	605.46
Pike & Rose	Rosenberg, Daniel	PKROS Theater Booth	\$	-
Pike & Rose	Salgado-Aquino, Carlos	PKROS Theater Server	\$	208.00
Pike & Rose	Sandoval, Gustavo	PKROS Theater Server Assist/Runner	\$	42.00
Pike & Rose	Santana, Cristina	PKROS Theater Server	\$	8.00
Pike & Rose	Santillana Fuentes, Alvaro	PKROS City Perch Serv Assist/Runner	\$	503.16
Pike & Rose	Siewe Djine, Symplice I	PKROS Theater Dishwasher	\$	522.00
Pike & Rose	Staab, Elijah	PKROS Theater Line Cook	\$	225.00
Pike & Rose	Stiffler, Sydney	PKROS Theater Server	\$	68.00
Pike & Rose	Tekie, Samuel	PKROS Theater Server Assist/Runner	\$	159.60
Pike & Rose	Tellez, Esteban	PKROS Theater Server Assist/Runner	\$	75.60
Pike & Rose	Tellez, Roger	PKROS Theater Server	\$	224.00
Pike & Rose	Thurber, Autumn	PKROS Restaurant Bartender	\$	14.80
Pike & Rose	Turcios Tobias, Edwin A.	PKROS Theater Kitchen Management	\$	-
Pike & Rose	Turcios Tobias, Edwin A.	PKROS Theater Kitchen Management	\$	153.46
Pike & Rose	Umanzor, Alejandra	PKROS Theater Server Assist/Runner	\$	294.00
Pike & Rose	Velasquez, Alexander	PKROS Restaurant Server	\$	24.00
Pike & Rose	Velasquez, Salvadora	PKROS Restaurant Line Cook	\$	223.84
Pike & Rose	Wilson, Malik	PKROS Restaurant Line Cook	\$	180.00
Pike & Rose	Young, Jamia	PKROS Theater Guest Services	\$	117.00
Redmond	Arce-Vargas, Miguel A	RD Theater Server Assistant/Runner	\$	672.00
Redmond	Arriagada, Hugo	RD Theater Line Cook	\$	588.00
Redmond	Barrrios, Larry	RD Theater Kitchen Management	\$	-
Redmond	Barrrios, Larry	RD Theater Kitchen Management	\$	1,087.02
Redmond	Bazan Antonioli, Angela G	RD Theater Server Assistant/Runner	\$	140.00
Redmond	Beavers, Kyle G	RD Theater Server	\$	322.00
Redmond	Bouanchi, Armando	RD Theater Server Assistant/Runner	\$	185.50
Redmond	Buell, Justin Adam	RD Theater Server	\$	532.00
Redmond	Cabrera, Stephanie	RD Theater Server	\$	392.00
Redmond	Cano De Sanchez, Bertha	RD Theater Dishwasher	\$	1,204.50
Redmond	Chacon, Georgina	RD Theater Prep Cook	\$	1,241.00
Redmond	Cole, Tucker	RD Theater FOH Management	\$	2,623.09
Redmond	Cole, Tucker	RD Theater FOH Management	\$	2,091.32
Redmond	Cordle, Robert W	RD Theater Supervisor	\$	731.00
Redmond	Davis-Hopkins, Brian J	RD Theater Bartender	\$	476.00

Redmond	Diaz, Carlos	RD Theater Server	\$	1,064.00
Redmond	Eriotes, James A	RD Theater Server Assistant/Runner	\$	28.00
Redmond	Fonzi, Erica N	Rd Theater Guest Services Desk	\$	330.00
Redmond	Frelix-Brown, Jordon M	RD Theater Server	\$	126.00
Redmond	Gutierrez, Carlos	RD Theater Line Cook	\$	77.00
Redmond	Guzman, Ana Karen	RD Admin, Sales & Marketing	\$	1,189.90
Redmond	Guzman, Ana Karen	RD Admin, Sales & Marketing	\$	1,022.02
Redmond	Hartwig, Lara	RD Theater Server	\$	406.00
Redmond	Huerta Cordero, Pedro	RD Theater Line Cook	\$	1,260.25
Redmond	Ivanova, Elitsa	RD Theater Server Assistant/Runner	\$	658.00
Redmond	Javois, Bianca K	RD Theater Server Assistant/Runner	\$	336.00
Redmond	Jones, Benjamin	RD Theater Line Cook	\$	176.00
Redmond	King, Tuazjalo Z	RD Theater Server Assistant/Runner	\$	28.00
Redmond	Larsen, Karl	RD Theater Server	\$	658.00
Redmond	Lopez Baeza, Juana	RD Theather Kitchen Supervisor	\$	903.00
Redmond	Lugo, Reyes	RD Theater Dishwasher	\$	82.50
Redmond	Macareno, Rodrigo	RD Theater Server	\$	224.00
Redmond	Macedo, Alejandro A	RD Theater Server Assistant/Runner	\$	322.00
Redmond	Martin, Tiara N	RD Theater Cocktail	\$	154.00
Redmond	Martinez, Jorge	RD Theater Bartender	\$	420.00
Redmond	Martinez-Lorenzo, Jennifer	RD Theater Server	\$	448.00
Redmond	Obeso, Jorge L	RD Theater Supervisor	\$	798.00
Redmond	Ordonez, Jesus A	RD Theater Server Assistant/Runner	\$	168.00
Redmond	Paredes, Roxana I	RD Theater Line Cook	\$	136.00
Redmond	Patel, Malhar M	RD Theater Server Assistant/Runner	\$	56.00
Redmond	Perez Perez, Isaias	RD Theater Line Cook	\$	1,037.00
Redmond	Peterson, Kirsten M	RD Theater Prep Cook	\$	384.00
Redmond	Pires, Thiago	RD Theater Server	\$	448.00
Redmond	Quagliarello, Mayara	RD Theater Booth	\$	838.50
Redmond	Quagliarello, Maynara	RD Theater Server Assistant/Runner	\$	105.00
Redmond	Ramirez, Renata	RD Theater Server	\$	434.00
Redmond	Robbins-Ramos, Izabella P	RD Theater Server Assistant/Runner	\$	14.00
Redmond	Seeney, Gerome C	RD Admin, Sales & Marketing	\$	1,923.08
Redmond	Seeney, Gerome C	RD Admin, Sales & Marketing	\$	2,813.47
Redmond	Sinowitz, Kelley L	RD Admin, Sales & Marketing	\$	-
Redmond	Sinowitz, Kelley L	RD Admin, Sales & Marketing	\$	1,547.40
Redmond	Skupa, Alexander	RD Theater Server	\$	896.00
Redmond	Sylva, Marie	Rd Theater Guest Services Desk	\$	208.00
Redmond	Wildey, Connor N	RD Theater Server	\$	448.00
Westwood	Alba, Roberto Rene	WW Theater Line Cook	\$	675.00
Westwood	Alba, Ruany	WW Theater Kitchen Supervisor	\$	843.68
Westwood	Alfaro, Christopher	WW Theater Server	\$	852.15
Westwood	Andrejewicz, Agnieszka	WW Theater Bartender	\$	1.00
Westwood	Argomaniz, Jose	WW Theater Server	\$	399.00
Westwood	Bagby, Blake	WW Theater Bartender	\$	267.05
Westwood	Bautista, Alma	WW Theater Prep Cook	\$	52.65
Westwood	Beltran, Karina	WW Theater Server	\$	253.65
Westwood	Berg, Hayley Rae	WW Theater FOH Management	\$	482.50
Westwood	Berg, Hayley Rae	WW Theater FOH Management	\$	1,250.00
Westwood	Betts, Khadijah	WW Tuck Bartender	\$	426.08

Westwood	Bowlding Jr., Carlton M.	WW Tuck Room Server	\$	602.63
Westwood	Brown, Lee	WW Tuck Room Server	\$	1,022.30
Westwood	Bryant, Eric P.	WW Theater Server	\$	541.07
Westwood	Caban Sr., George	WW Theater Kitchen Management	\$	587.02
Westwood	Caban Sr., George	WW Theater Kitchen Management	\$	634.62
Westwood	Campos, Jose	WW Theater Server Assistant/Runner	\$	116.99
Westwood	Cardenas, Gustavo	WW Theater FOH Management	\$	1,098.75
Westwood	Cardenas, Gustavo	WW Theater FOH Management	\$	1,750.00
Westwood	Carraway, Esther	WW Theater Prep Cook	\$	8.12
Westwood	Chalavoutis, Gina	WW Theater Bartender	\$	1.00
Westwood	Chattam Jr., David	WW Theater Server	\$	1,071.46
Westwood	Cotoc, Cristobal Isai	WW Tuck Line Cook	\$	37.81
Westwood	Dabbs, Khundra	WW Theater Bartender	\$	300.39
Westwood	Daniels, Calvin	WW Theater Server	\$	248.52
Westwood	Dawson, Nasser	WW Theater Server Assistant/Runner	\$	94.05
Westwood	de Soler, Gavin	WW Theater Server Assistant/Runner	\$	1.00
Westwood	DeVizio, Julian	WW Tuck Room Supervisor	\$	1,381.60
Westwood	Diaz, Jennifer	WW Tuck Line Cook	\$	520.16
Westwood	Fischer, Sidney	WW Theater Server Assistant/Runner	\$	80.51
Westwood	Focil, Daniel	WW Theater Server Assistant/Runner	\$	122.55
Westwood	Fox, Christopher	WW Restaurant Kitchen Management	\$	666.35
Westwood	Freelove, Dametrious	WW Theater Server	\$	53.15
Westwood	Gangea, Alexandru	WW Theater Server Assistant/Runner	\$	50.87
Westwood	Garcia, James Eli	WW Theater Kitchen Management	\$	2,999.34
Westwood	Garcia, James Eli	WW Theater Kitchen Management	\$	456.00
Westwood	Gardner, Lydia	WW Tuck Room Server	\$	1,066.90
Westwood	Gaytan, Simon	WW Theater Dishwasher	\$	725.18
Westwood	Gheesling, Miles	WW Theater Bartender	\$	120.13
Westwood	Giron Cardona, Carlos Armando	Ww Tuck Server Assistant/runner	\$	45.30
Westwood	Goring, Shanika	WW Tuck Dishwasher	\$	285.71
Westwood	Grange, Maximilien	WW Admin, Sales and Marketing	\$	1,194.23
Westwood	Grange, Maximilien	WW Admin, Sales and Marketing	\$	2,653.85
Westwood	Grant, Noah	WW Theater Server Assistant/Runner	\$	31.21
Westwood	Green JR., Thaddeus	WW Tuck Bartender	\$	168.29
Westwood	Gutierrez, Daniel	WW Theater Server	\$	814.25
Westwood	Halican, Kimberly	Ww Tuck Host/hostess	\$	341.72
Westwood	Hayes, Uriel	WW Theater Server	\$	142.93
Westwood	Herndon, John	WW Theater Kitchen Management	\$	5,919.24
Westwood	Herndon, John	WW Theater Kitchen Management	\$	3,461.54
Westwood	Hill, Jessyka	WW Theater Guest Services	\$	205.20
Westwood	Himes, Bert	Ww Tuck Server Assistant/runner	\$	989.24
Westwood	Houart, Alexandre	Ww Tuck Server Assistant/runner	\$	220.59
Westwood	Iqbal, Asif	WW Admin, Sales and Marketing	\$	3,462.70
Westwood	Iqbal, Asif	WW Admin, Sales and Marketing	\$	1,846.16
Westwood	Jaen, Elayne	WW Theater Guest Services	\$	673.31
Westwood	Jimenez, Blaine	WW Theater Guest Services	\$	683.86
Westwood	Johnson, Robert	WW Theater Bartender	\$	515.00
Westwood	Jones, Kamron	WW Theater Server Assistant/Runner	\$	12.68
Westwood	Juarez, Diana	WW Theater Line Cook	\$	60.30
Westwood	Keigh, Cole	WW Theater Server	\$	325.61

Westwood	Kim, Lexine	WW Theater Server	\$	-
Westwood	Kinne, James	WW Theater Server	\$	684.00
Westwood	Liera, Daisy	WW Theater Guest Services	\$	278.62
Westwood	Luna, Paulo	WW Tuck Barback	\$	466.56
Westwood	Malo, Christian	WW Tuck Line Cook	\$	153.00
Westwood	Marin-Alba, Laura	WW Theater Line Cook	\$	560.40
Westwood	Marshall, Max William	WW Tuck Room Server	\$	973.42
Westwood	Martins Stevens, Beatriz	Ww Tuck Server Assistant/runner	\$	133.52
Westwood	McClain, Joshua	WW Theater Server	\$	129.68
Westwood	McDonald, Larrion	WW Theater Server Assistant/Runner	\$	163.73
Westwood	Meath, Patrick	WW Theater FOH Management	\$	2,887.50
Westwood	Meath, Patrick	WW Theater FOH Management	\$	1,730.77
Westwood	Menjivar, Christopher	WW Theater Server Assistant/Runner	\$	242.39
Westwood	Mercadel, Darryll	WW Theater Line Cook	\$	281.70
Westwood	Mesri, Daniel	WW Theater Guest Services	\$	13.11
Westwood	Michalski, Caleb	WW Tuck Dishwasher	\$	18.42
Westwood	Molina, Aurora	WW Tuck Prep Cook	\$	36.69
Westwood	Montgomery, Kayla	Ww Tuck Host/hostess	\$	359.67
Westwood	Moon, John	WW Tuck Line Cook	\$	365.25
Westwood	Moreno, Carlos	WW Theater Bartender	\$	283.43
Westwood	Mykhaylov, Mitchell	WW Theater Server Assistant/Runner	\$	235.13
Westwood	Newborn, Zaya	Ww Tuck Host/hostess	\$	33.92
Westwood	Nixon, Robert	WW Theater Server	\$	154.33
Westwood	Nowling, Noa	WW Theater Server	\$	182.97
Westwood	Olguin, James	WW Theater Server Assistant/Runner	\$	53.30
Westwood	Osberry, Jonathan	WW Tuck Dishwasher	\$	230.57
Westwood	Payne, Jerimiah	WW Theater Server	\$	122.41
Westwood	Pinkston-Geter, Aris Anye	WW Theater Guest Services	\$	156.32
Westwood	Ramirez, Ivan	WW Theater Server	\$	-
Westwood	Revels, Jason	WW Facilities	\$	911.34
Westwood	Rigucci, Stefano	WW Theater Server	\$	655.79
Westwood	Rockenstein, Joseph	WW Tuck Bartender	\$	614.18
Westwood	Rodriguez, Alexander	WW Tuck Dishwasher	\$	279.44
Westwood	Rodriguez, Cesar	WW Theater Booth	\$	422.25
Westwood	Rodriguez, Hernan	WW Theater Dishwasher	\$	402.42
Westwood	Ruiz, Jasmin	WW Tuck Prep Cook	\$	1,308.48
Westwood	Safarov, Ruslan	WW Tuck Barback	\$	719.48
Westwood	Sarabia, Miguel	WW Theater Server Assistant/Runner	\$	188.67
Westwood	Shirazi, Zaki	WW Theater Bartender	\$	1.00
Westwood	Silva, Anthony	WW Theater Server	\$	925.40
Westwood	Sixtos, Erika	WW Theater Server Assistant/Runner	\$	125.26
Westwood	Strong, Deborah	WW Theater Server	\$	77.66
Westwood	Strout, Kayla	WW Tuck Bartender	\$	282.29
Westwood	Sutherland-Dunning, Elliott	WW Theater Server	\$	104.60
Westwood	Thompson, Andre	WW Tuck Dishwasher	\$	667.19
Westwood	Tomsyck, Kenneth	WW Theater Server	\$	656.64
Westwood	Torres, Adrian	WW Theater Line Cook	\$	960.00
Westwood	Trujillo, Nancy	WW Tuck Prep Cook	\$	568.99
Westwood	Vargas, David Dominguez	WW Tuck Line Cook	\$	685.61
Westwood	Wagner, Nicholas	WW Theater Booth	\$	560.64

Westwood	Walker, Aramis	WW Tuck Line Cook	\$	992.12
Westwood	Walker, Jordan	WW Theater Dishwasher	\$	150.91
Westwood	Weeks, Kathryn	WW Theater Server	\$	372.78
Westwood	Wiggins, Frederick	WW Theater Server Assistant/Runner	\$	456.00
Westwood	Wiggins, Sandi	WW Theater Guest Services	\$	70.82
Westwood	Wolfe, Daevy	WW Tuck Bartender	\$	529.60
Westwood	Young, Telawn	WW Tuck Dishwasher	\$	28.50

<b>\$ 502,622.37</b>
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**Schedule 5.3**

**Consents<sup>3</sup>**

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<sup>3</sup> [NTD: Sellers are confirming.]

**Schedule 5.4****Contracts**

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
AMERICAN EXPRESS COMPANY	ACCEPTANCE AGREEMENT
AMERICAN EXPRESS COMPANY	MERCHANT MARKETING PROGRAM
AVCO CENTER CORPORATION	WESTWOOD, CA - BUILDING LEASE DATED 07.11.12, AS AMENDED
BPP EAST UNION LLC	PASADENA, CA - THEATER AND RESTAURANT LEASE DATED 8/14/2008
CROCKER DOWNTOWN DEVELOPMENT ASSOC/ BROOKFIELD PROPERTY	BOCA RATON, FL - BUILDING LEASE DATED 08.11.11
DEZER INTRACOASTAL MALL LLC	NORTH MIAMI BEACH, FL - THEATRE AND RESTAURANT LEASE DATED 08.27.14, AS AMENDED
FEDERAL REALTY INVESTMENT TRUST	NORTH BETHESDA, MD - LEASE AGREEMENT DATED 02.03.14
FINTECH	RETAILER PROGRAM ENROLLMENT
FLAGLER SIXTH, LLC	FORT LAUDERDALE, FL - LEASE DATED 04.11.19
G&I VII REDMOND RETAIL HOLDINGS, LP	REDMOND, WA - LEASE AGREEMENT DATED 01.16.08, AS AMENDED
GRANDE COMMUNICATIONS	TELECOMMUNICATIONS SERVICES AGREEMENT
GREEN MOUNTAIN ENERGY COMPANY	ENERGY SERVICES AGREEMENT
KIRKLAND URBAN PHASE III OWNER, LLC	KIRKLAND, WA - LEASE DATED 03.14.19
LVA4 ATLANTA COLONY SQUARE, L.P.	ATLANTA, GA - LEASE AGREEMENT DATED 02.22.18
METROPICA SERIES C VENTURE, LLC	METROPICA, SUNRISE FL - THEATER AND RESTAURANT LEASE DATED 06.26.15, AS MENDED
NW MFP NORWALK TOWN CENTER II LLC	NORWALK, CT - THEATER AND RESTAURANT LEASE DATED 12.08.14, AS AMENDED
OMB HOUSTON LP	LEASE DATED 10.19.12, AS AMENDED
OPENTABLE, INC.	CLIENT AGREEMENT
SCHINDLER ELEVATOR CORPORATION	NATIONAL ACCOUNT MAINTENANCE AGREEMENT
SOUTH STREET SEAPORT LP	FULTON MARKET, NY - THEATRE LEASE DATED 12.11.13, AS AMENDED
TYSONS GALLERIA ANCHOR ACQUISITION, LLC	TYSONS GALLERIA, VA - THEATER LEASE DATED 11/20/18
UNIVERSAL FILM EXCHANGES LLC	MASTER LICENSE AGREEMENT
VISTA ENTERTAINMENT SOLUTIONS LIMITED	MASTER LICENSE AGREEMENT
WARNER BROS. PICTURES WORLDWIDE MARKETING	PRIZE PROVIDER AGREEMENT
ABT OWNER 1, L.P.	SOUTH BARRINGTON, IL - LEASE DATED 06.12.07, AS AMENDED
ACCSYS, INC. D/B/A RESTAURANT MAGIC SOFTWARE	MASTER SUBSCRIPTION AGREEMENT
ACE MICROTECHNOLOGY, INC.	MASTER SERVICES AGREEMENT
ADP, LLC	AGREEMENT
BLISS & NYITRAY, INC.	DELRAY BEACH - THEATER - PROVIDE SPECIAL STRUCTURAL ENGINEERING INSPECTIONS - CONTRACT: #0906-166-FFE
C. HODGES & ASSOCIATES, PLLC DBA	IRVINE, CA - ARCHITECT - INTERIOR CONSTRUCTION

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
HODGES ARCHITECTURE	
C. HODGES & ASSOCIATES, PLLC DBA HODGES ARCHITECTURE	COLONY SQUARE - ARCHITECT - INTERIOR CONSTRUCTION
CAPTIVEAIRE SYSTEM	COLONY SQUARE - FURNISH HOODS & FIRE SYSTEM - CONTRACT: #1001-105-FFE
CAPTIVEAIRE SYSTEM	COLONY SQUARE - FURNISH EXHAUST AND HEATER FANS - CONTRACT: #1001-104-FFE-R1
CBS FILMS	MASTER LICENSE AGREEMENT CBS FILMS DATED 01.04.10
CBS TELEVISION STUDIOS	"THE TALK" SEASON 9 GIFT SUPPLIER AGREEMENT
CHAMPION SOLUTIONS GROUP	CLOUD ASSESSMENT STATEMENT OF WORK
CROCKER DOWNTOWN DEVELOPMENT ASSOC/ BROOKFIELD PROPERTY	BOCA RATON, FL CORPORATE OFFICE - FLORIDA OFFICE LEASE MIZNER OFFICE PLAZA DATED 08.19.11, AS AMENDED
DELRAY 4TH & 5TH AVENUE LLC	DELRAY BEACH, FL - CORPORATE LEASE - OFFICE LEASE DATED 05.16.17, AS AMENDED
DELRAY 4TH & 5TH AVENUE LLC	DELRAY BEACH, FL - THEATER LEASE DATED 05.16.17
ECOSTRUCTION, LLC	DELRAY BEACH - CORPORATE OFFICE - GENERAL CONTRACTOR - INTERIOR OFFICE FITOUT - CONTRACT: AIA CONTRACT AND #0906-214-FFE-R1
ELEVEN POINT DESIGN GROUP	COLONY SQUARE - KITCHEN EQUIPMENT DESIGN CONSULTANT - CONTRACT: #1001-103-CONST
EVENTION, LLC	AGREEMENT
FLORIDA BLUE	LARGE GROUP EMPLOYER APPLICATION
HCI SYSTEMS, INC.	IRVINE, CA - FIRE ALARM ENGINEERED DRAWINGS - CONTRACT: #0504-121-CONST
HCI SYSTEMS, INC.	IRVINE, CA - FIRE SPRINKLER ENGINEERED DRAWINGS - CONTRACT: #0504-122-CONST
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	CUSTOMER AGREEMENT
KOUNT INC.	MASTER SERVICE AGREEMENT
LBA IV-PPII-RETAIL, LLC	IRVINE, CA - LEASE AGREEMENT DATED 07.19.18
LEBANON 390 WR, LLC	FRISCO, TX - THEATRE LEASE DATED 12.12.14, AS AMENDED
LIONS GATE FILMS INC.	THEATRICAL LICENSE AGREEMENT DATED 11.21.07
LPA, INC.	IRVINE, CA - LANDSCAPE ARCHITECT FOR LIVING GREEN WALL - CONTRACT: #0504-112-FFE
NAVEX GLOBAL	PROPOSAL
OPEN TABLE	CONTRACT
OPENTABLE, INC.	END USER LICENSE AGREEMENT FOR GUESTCENTER SOFTWARE
OUTDOOR MEDIA ALLIANCE	OUT OF HOME MEDIA SERVICES CONTRACT
OUTDOOR MEDIA GROUP	OUT-OF-HOME MEDIA SERVICES CONTRACT
PARAMOUNT PICTURES CORPORATION	MASTER LICENSE AGREEMENTS
PAYFONE, INC.	MASTER SERVICES AGREEMENT
R.A. SMITH, INC.	IRVINE, CA - CIVIL ENGINEERING CONSULTANT - CONTRACT: #0504-102-CONST-R1
RELATIVITY	MASTER LICENSING AGREEMENT
RIVERTOWNS SQUARE REGENCY, LLC	DOBBS FERRY, NY - THEATER LEASE DATED 01.14.15, AS AMENDED
RML DISTRIBUTION COMESTIC, LLC	MASTER LICENSE AGREEMENT

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
DBA RELA	
RUBICON ENGINEERING CORPORATION	IRVINE, CA - STRUCTURAL LATERAL ANALYSIS AND UPGRADE - CONTRACT BASE - CONTRACT: CONTRACT
RUBICON ENGINEERING CORPORATION	IRVINE, CA - STRUCTURAL LATERAL ANALYSIS AND UPGRADE - CONTRACT REIMBURSABLE EXPENSES - CONTRACT: CONTRACT
SALEM ENGINEERING GROUP, INC.	IRVINE, CA - GEOTECHNICAL ENGINEERING INVESTIGATION - CONTRACT: #0504-111-FFE
SDQ FEE, LLC	SCOTTSDALE, AZ - CINEMA LEASE DATED 05.14.10
SERITAGE SRC FINANCE LLC	HICKSVILLE, NY - LEASE DATED 03/30/18
SGM ENGINEERING	DELRAY BEACH - CORPORATE OFFICE - MEP SPECIAL INSPECTIONS - CONTRACT: #0906-210-FFE
SGM ENGINEERING	DELRAY BEACH - THEATER - MEP SPECIAL INSPECTIONS - HOURLY - CONTRACT: CONTRACT
SHOPCORE PROPERTIES	CONTRACT
SIMPSON GUMPERTZ & HEGER, INC.	IRVINE, CA - FIRE LIFE SAFETY CODES CONSULTANT - CONTRACT: #0504-108-CONST
SKYLINE ANALYTICS, LLC	CONSULTING AGREEMENT
SOF-IX PB OWNER, L.P.	BOLINGBROOK, IL - CINEMA LEASE DATED 01.07.08, AS AMENDED
SONY PICTURES CLASSICS INC.	THEATRICAL MASTER LICENSE AGREEMENT DATED 12.04.07
SONY PICTURES RELEASING CORPORATION	THEATRICAL MASTER LICENSE AGREEMENT DATED 11.27.07
STUDIO K DESIGN, LLC	COLONY SQUARE - INTERIOR DESIGNER - CONTRACT REIMBURSABLE EXPENSES - CONTRACT: #1001-101-CONST-R1
STUDIO K DESIGN, LLC	COLONY SQUARE - INTERIOR DESIGNER - CONTRACT LATE FEES - CONTRACT: #1001-101-CONST-R1
STUDIO K DESIGN, LLC	COLONY SQUARE - INTERIOR DESIGNER - CONTRACT BASE - CONTRACT: #1001-101-CONST-R1
SUPERL SEQUOIA LIMITED	IRVINE, CA - FURNISH AUDITORIUM PODS/SEATS/TABLES - CONTRACT: #0504-110-FFE
SYSCO CHICAGO, INC.	MASTER DISTRIBUTION AGREEMENT DATED 01.01.16
SYSCO CORPORATION	MASTER DISTRIBUTION AGREEMENT
TDC FORT LEE LLC	FORT LEE, NJ - LEASE DATED 09.03.13, AS AMENDED
THE DOMAIN MALL II, LLC	AUSTIN, TX - LEASE DATED 09.15.08, AS AMENDED
THE STUDIO GROUP, INC. DBA STUDIO ARCHITECTS	IRVINE, CA - ARCHITECT - CUP ENTITLEMENTS - CONTRACT: #0504-103-CONST
THE STUDIO GROUP, INC. DBA STUDIO ARCHITECTS	IRVINE, CA - ARCHITECT - EXTERIOR SHELL AND SITE REMODEL - CONTRACT REIMBURSABLE EXPENSES - CONTRACT: #0504-118-CONST
THE STUDIO GROUP, INC. DBA STUDIO ARCHITECTS	IRVINE, CA - ARCHITECT - EXTERIOR SHELL AND SITE REMODEL - CONTRACT BASE - CONTRACT: #0504-118-CONST
THE WEINSTEIN COMPANY, LLC	MASTER THEATRICAL EXHIBITION LICENSE AGREEMENT DATED 12.28.10
TWENTIETH CENTURY FOX FILM CORPORATION	MASTER THEATRICAL EXHIBITION CONTRACTS DATED 10.27.15 AND 11.26.07, AS AMENDED
UNIVERSAL FILM EXCHANGES, LLLP	MASTER LICENSE AGREEMENT DATED 09.28.10
VILLAGE FV, LTD	FAIRVIEW, TX - LEASE DATED 03.18.08, AS AMENDED
WAGeworks, INC.	AGREEMENT

<b>Contract Counterparty</b>	<b>Contract/Lease Title</b>
WALT DISNEY STUDIOS MOTION PICTURES	THEATRICAL EXHIBITION LICENSE AGREEMENT
WARNER BROS. PICTURES DOMESTIC	DIGITAL CINEMA EQUIPMENT USAGE AGREEMENT DATED 01.01.12
WRIGHT CONSULTING ENGINEERS OF CALIFORNIA, LLC DBA WRIGHT ENGINEERS	IRVINE, CA - STRUCTURAL ENGINEERING SERVICES - CONTRACT: #0504-120-CONST
YELP INC.	PURCHASE ORDER

## Schedule 5.5

### List of Theater leases

#### I. Existing Theater leases

NO.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1</u>	<b>AZ – Scottsdale</b> 15257 North Scottsdale Rd., Ste. F-230 Scottsdale, AZ 85254	SDQ Fee, LLC c/o WP Glimcher <sup>4</sup> 180 E. Broad Street, 21st Floor Columbus, OH 43215	05/11/2010	12/16/2025	\$103,637.33	4 additional 5 year terms
<u>2</u>	<b>CA – Pasadena</b> 42 Miller Alley Pasadena, CA 91103	BPP East Union LLC <sup>5</sup> , Suite 300 17140 Bernardo Center Drive San Diego, CA 92128	08/14/2008	11/30/2024	\$75,625.00	4 additional 5 year terms
<u>3</u>	<b>CA – Westwood (Los Angeles)</b> 10840 Wilshire Blvd. Los Angeles, CA 90024	Avco Center Corporation 10850 Wilshire Blvd., Suite 1050 Los Angeles, CA 90024	07/11/2012	06/05/2033	\$74,666.67	2 additional 5 year terms and 1 additional 4 year, 11 month term
<u>4</u>	<b>FL – Mizner Park (Boca Raton)</b> 301 Plaza Real Boca Raton, FL 33432	GGP-Mizner Park LLC-Office Series <sup>6</sup> Mizner Park Office Plaza 350 N. Orleans Street, Suite 300 Chicago, IL 60654	08/11/2011	12/31/2026	\$53,166.67	3 additional 5 year terms%
<u>5</u>	<b>FL – Intracoastal (North Miami Beach)</b> 3701 NE 163rd Street North Miami Beach, FL 33160	Dezer Intracoastal Mall LLC c/o Dezer Properties 18001 Collins Avenue, 31st Floor Sunny Isles Beach, FL 33160	08/27/2014	05/23/2030 <sup>7</sup>	\$75,000.00	5 additional 5 year terms
<u>6</u>	<b>FL – Delray Beach</b> 50 SE 5th Avenue Delray Beach, FL 33483	Delray Beach 4th & 5th Avenue, LLC c/o Samuels & Associates Management LLC 136 Brookline Avenue Boston, MA 02215	05/16/2017	03/31/2039 <sup>8</sup>	\$91,666.67	4 additional 5 year terms
<u>7</u>	<b>IL – Bolingbrook</b> 619 E. Boughton Rd., Suite 200 Bolingbrook, IL 60440	c/o Starwood Retail Property Management, LLC <sup>9</sup> 1 E. Wacker Drive, Suite 3700 Chicago, IL 60601	01/07/2008	09/30/2025 <sup>10</sup>	\$35,000.00	4 additional 5 year terms

<sup>4</sup> **Note to Sellers:** Please confirm identity of Landlord, consistent with name reflected on Supplemental Cure Notices but different from document provided in VDR.

<sup>5</sup> **Note to Sellers:** Please confirm identity of Landlord, consistent with name reflected on Supplemental Cure Notices but different from document provided in VDR.

<sup>6</sup> **Note to Sellers:** Please confirm identity of Landlord, consistent with name reflected on Supplemental Cure Notices but different from document provided in VDR.

<sup>7</sup> **Note to Sellers:** Please confirm date. Per the CIM, it's August 2029.

<sup>8</sup> **Note to Sellers:** Please confirm date. Per the CIM, it's May 2037.

<sup>9</sup> **Note to Sellers:** Please confirm identity of Landlord, consistent with name reflected on Supplemental Cure Notices but different from document provided in VDR.

<sup>10</sup> **Note to Sellers:** Please confirm date. Per the CIM, it's November 2024.

NO.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<b>8</b>	<b><u>IL – South Barrington</u></b> 100 W. Higgins Rd., Suite N-1 South Barrington, IL 60010	c/o Starwood Retail Property Management, LLC <sup>11</sup> 1 E. Wacker Drive, Suite 3700 Chicago, IL 60601	06/12/2007	12/31/2025	\$53,232.67	4 additional 5 year terms
<b>9</b>	<b><u>MD – Pike &amp; Rose (Bethesda)</u></b> 11830 Grand Park Ave. North Bethesda, MD 20852	Federal Realty Investment Trust 1626 East Jefferson Street Rockville, MD 20852	02/03/2014	10/31/2034 <sup>12</sup>	\$146,666.67	3 additional 5 year terms
<b>10</b>	<b><u>NJ – Fort Lee</u></b> 2023 Hudson Street Fort Lee, NJ 07024	Tucker Development Corporation 799 Central Avenue, Suite 300 Highland Park, IL 60035	09/03/2013	10/29/2035 <sup>13</sup>	\$149,583.33	3 additional 5 year terms
<b>11</b>	<b><u>NY - Fulton Market (New York)</u></b> 11 Fulton Street New York, NY 10038	South Street Seaport Limited Partnership 13355 Noel Road, 22nd Floor Dallas, TX 75240	12/11/2013	01/04/2036	\$164,072.17	4 additional 5 year terms
<b>12</b>	<b><u>NY - Dobbs Ferry</u></b> 1 Livingstone Avenue Dobbs Ferry, NY 10522	Saber Dobbs Ferry LLC 80 Business Park Drive, Suite 100 Armonk, NY 10504	01/14/2015	07/16/2042	\$115,644.06	2 additional 10 year terms
<b>13</b>	<b><u>TX - Austin</u></b> 3225 Amy Donovan Plaza Austin, TX 78758	The Domain Mall II, LLC <sup>14</sup> c/o Simon Property Group, Inc. 225 W. Washington Street Indianapolis, IN 46204	09/15/2008	01/31/2025	\$79,700.08	4 additional 5 year terms
<b>14</b>	<b><u>TX - Fairview</u></b> 321 Town Place Fairview, TX 75069	Village FV, Ltd. c/o Lincoln Property Group 10210 N. Central Expressway, Suite 218 Dallas, TX 75231	03/18/2008	09/30/2025	\$68,958.33	3 additional 5 year terms
<b>15</b>	<b><u>TX - Houston</u></b> 4444 Westheimer Rd., Ste. C-220 Houston, TX 77027	OliverMcMillan River Oaks District, LP c/o OliverMcMillan, Inc. 733 8th Avenue San Diego, CA 92101	10/19/2012	11/05/2030	\$125,000.00	4 additional 5 year terms
<b>16</b>	<b><u>WA - Redmond</u></b> 7330 164th Ave. NE, Ste. E200 Redmond, WA 98052	PPR Redmond Retail LLC c/o JSH Properties Inc. 7525 166th Avenue, Suite D210 Redmond, WA 98052	01/16/2008	09/30/2025 <sup>1516</sup>	\$40,477.08	3 options to extend additional 60 consecutive months

## II Theaters (Under Construction)

<sup>11</sup> **Note to Sellers:** Please confirm identity of Landlord, consistent with name reflected on Supplemental Cure Notices but different from document provided in VDR.

<sup>12</sup> **Note to Sellers:** Please confirm date. Per the CIM, it's February 2029.

<sup>13</sup> **Note to Sellers:** Please confirm date. Per the CIM, it's September 2033.

<sup>14</sup> **Note to Sellers:** Please confirm identity of Landlord, consistent with name reflected on Supplemental Cure Notices but different from document provided in VDR.

<sup>15</sup> **Note to Sellers:** Please confirm expiration date.

<sup>16</sup> **Note to Sellers:** Please confirm date. Per the CIM, it's July 2029.

No.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1</u>	<b>Atlanta, GA</b> Intersection of 14th Street and Peachtree Street in Atlanta, Georgia	LVA4 Atlanta Colony Square, L.P.	02/22/2018	02/21/2038	\$515,891.63	4 additional 5 year terms
<u>2</u>	<b>Irvine, CA</b> Building 2983 and Building 2981-E, Michelson Drive, Irvine, California	LBA IV-PPII-Retail, LLC	7/19/2018	7/18/2038	\$83,333.33	2 additional 5 year terms

### III. New Theater leases (Under Lease)

No.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1</u>	<b>CT - Norwalk</b> 17 Butler Street, Norwalk, CT	NW MFP Norwalk Town Center II LLC	12/8/2014	12/8/2034	\$122,718.75	3 additional 5 year terms
<u>2</u>	<b>FL - Fort Lauderdale</b> Flagler Village On Federal, 601 Federal, Fort Lauderdale, Florida	Flagler Sixth, LLC	4/11/2019	4/10/2039	\$138,600.00	4 additional 5 year terms
<u>3</u>	<b>FL - Sunrise</b> Metropica Sunrise, Florida, 33160	Metropica Lands LLC Series C	6/26/2015	6/25/2030	\$125,438.50	4 additional 5 year terms
<u>4</u>	<b>TX - Frisco</b> Wade Park Shopping Center Frisco, TX	Theater Lease between Lebanon 390 WR, LLC	12/12/2014	12/11/2029	\$97,125.00	4 additional 5 year terms
<u>5</u>	<b>NY - Hicksville</b> Hicksville Heritage Village, Hicksville, NY	Seritage SRC Finance LLC	03/30/2018	3/29/2038	\$120,717.00	1 additional 5 year terms
<u>6</u>	<b>VA - McLean</b> 2001 International Drive, McLean, Virginia 22102	Tyson's Galleria Anchor Acquisition, LLC	11/20/2018	11/19/2038	\$189,312.708	4 additional 5 year terms
<u>7</u>	<b>WA - Kirkland</b> Kirkland Urban 457 Central Way, Kirkland, WA	Kirkland Urban Phase III Owner, LLC	3/14/2019	3/13/2039	\$138,433.08	3 additional 5 year terms

### IV. Office Leases

No.	LEASE	LANDLORD	EFFECTIVE DATE	EXPIRATION DATE OF ORIGINAL TERM	MONTHLY RENT	OPTIONS TO EXTEND
<u>1.</u>	<b>Home Office - Delray Beach</b> 54 SE 5th Avenue, Suite 400 Delray Beach, FL 33483	Delray Beach 4th & 5th Avenue, LLC c/o Samuels & Associates Management LLC 136 Brookline Avenue Boston, MA 02215	08/12/2019	08/31/2029	\$68,333.33	2 additional 5 year terms
<u>2.</u>	<b>Boca Raton, FL</b>	Crocker Downtown	8/19/2011	12/31/2018	\$12,066.87	2 additional 2 year

	<b><u>Corporate Office Lease</u></b> 433 Plaza Real, 3rd Floor, Suite 2335, Boca Raton	Development Associates				terms
3.	<b><u>Boca Raton, FL Corporate Apartment Lease</u></b> Apartment #H512, Mizner Park Apartments at 428 Plaza Real, Boca Raton	Gables Residential Services, Inc. d/b/a Gables Corporate Accommodations	4/17/2013	4/17/2014	\$2,478.00	No additional terms. After expiration of initial term, lease becomes month to month

**Schedule 5.6****Title to Purchased Assets<sup>17</sup>**

<b>Description</b>	<b>Approximate Value</b>
Theater Seats/Pods (Sequoia)	\$240,881.82
Kitchen Equipment (Stainless Fixtures)	\$107,910.00
Beverage System (A+ Beverage System)	\$16,150.00
Interior Signage (Chandler Signs)	\$23,519.71
AV Displays (Integrated Media)	\$14,500.00
Dimming /Lighting System (Ultimate Creations)	\$16,330.53
Lounge Area Rug (Wel International)	\$2,895.83
Artwork (In Situ Creative)	\$10,031.25
Blade & Wall Signs (Jones Signs)	\$2,475.00
Millwork (Southwest Woodcrafters)	\$0
Total	

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<sup>17</sup> **Note to Sellers:** Please provide description explaining why title to given asset is not clear.

## **Schedule 5.7**

### **Permits**

Schedule 1.1(g)(i) is fully incorporated herein by reference.

Disclosures:

1. Irvine Location. Permit process requires further revisions to application. Permit fees have not been paid in full.
2. Atlanta Location. A partial permit is available, but requires further revisions for proposed finishing construction. Permit fees have not been paid in full.
3. Delray Office Location. Debtors received (a) a notice of claim of lien against premises on July 11, 2019 and (b) notice of default and right to terminate from landlord on July 23, 2019.

## Schedule 5.9

## List of Legal Proceedings

Plaintiff	Venue	Filing Court	Date Filed	Title of Complaint	Case Number	Nature of Claim	Claim Amount
Eric Barr	Fulton Market, NY	Supreme Court of the State of New York, County of New York	6/2/2017	Eric Barr et al v. The Howard Hughes Corporation et al	1556762017	Subcontractor Construction Injury	Unspecified amount.
Debra Carter	Intracoastal Mall (North Miami Beach, FL)	EEOC - Miami District Office, Florida Commission on Human Relations	3/7/2019	Notice of Charge of Discrimination	510-2019-01549	Sexual Harassment and Constructive Discharge	Unspecified Amount
Bree Clark Darthard	Fairview, TX	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	FMLA	\$117,500 Settlement: \$40,000
Ezequiel Diaz	Dobbs Ferry, NY	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	N/A - Attorney Demand	FSLA Wage Claim	\$99,000
Michael Fine	Corporate Office (Boca Raton, FL)	N/A - Attorney Demand	7/17/2019	N/A - Attorney Demand	N/A - Attorney Demand	Job Offer	\$54,804.92
Soraya Khogyani	Westwood (Los Angeles, CA)	Superior Court of the State of California for the County of Los Angeles, Central District	12/17/2018	Soraya Khogyani vs. iPic Entertainment, Inc., iPic Entertainment, LLC, iPic-Gold Class Entertainment, LLC, US IPIC, Inc., iPic Holdings LLC, iPic Media, Inc., Asif Iqbal, and Does 1 to 100, inclusive	18STCV08697	Sexual Harrassment	\$450,000
Joshua King	Westwood (Los Angeles, CA)	Superior Court of the State of California for the County of Los Angeles, Central District	7/25/2018	Joshua King vs. iPic Entertainment, Inc. dba iPic Theaters; iPic-Gold Class Entertainment, LLC; and Does 1 to 50, Inclusive	BC715109	Slip and Fall	\$1,054,499.99
Tracey Kay Larner	Westwood (Los Angeles, CA)	Superior Court of the State of California for the County of Los Angeles	7/22/2019	Limited Civil Case Jury Trial Demand	None (Not filed)	Negligence for stolen credit card.	

Plaintiff	Venue	Filing Court	Date Filed	Title of Complaint	Case Number	Nature of Claim	Claim Amount
Johanna Nielson and Mary Ryan	Pasadena, CA	California Superior Court, County of Los Angeles, Central District	12/29/2017	Mary Ryan, et al. v. iPic- Gold Class Entertainment, LLC	BC688633	Labor Code Violations	Unspecified amount
Satyen Dinesh Shah	Dobbs Ferry, NY	USDC Southern District of New York, New York	4/2/2019	S. Dinesh Shah v. Ipic- Gold Class Entertainment LLC; Ipic Entertainment Inc.; Ipic Media LLC Dba Ipic Theaters; Michael Pacovsky	7:19-cv-2942	FLSA	Unspecified
Nia Slater	Houston, TX	Texas Workforce Commission Civil Rights Division	6/21/2019	Charge of Discrimination	460-2019-03247	EEOC Charge of Discrimination	Unspecified amount
Technique Air	Westwood (Los Angeles, CA)					Mechanics Lien	
Illan Zafran	Mizner Park (Boca Raton, FL)	N/A - Attorney Demand	4/2/2019	N/A - Attorney Demand	N/A - Attorney Demand	Wage Claim, Wrongful Termination, Defamation of Character	Unspecified amount
iPic (lawsuit against AMC)	Houston, TX	234th Judicial District Court of Harris County, Texas (Original) First District of Texas Court of Appeals (Appeal)	11/17/2015	Plaintiff's Original Petition and Verified Application for Tro and Temporary Injunction and Declaration for Application for Temporary Restraining Order	2015-68745 (Original) 01-17-00805-CV (Appeal)	Improper restraint of trade, monopolization in Houston and Frisco, tort	Injunctive/ Unspecified damages.

**Schedule 5.10(a)**

**Material Company Benefit Plans**

- **401k Plan**
- **Health Insurance Plan**
- **Dental Insurance Plan**
- **Critical Illness Insurance Policy**
- **Life Insurance**
- **Short Term Disability**
- **Long Term Disability**
- **Accidental Death and Dismemberment Insurance**
- **Employment Agreement for Hamid Hashemi**
- **Company Bonus Plan**

Debtors offer a full range of Benefits including Medical, Dental, Vision Insurance, Life Insurance, Short Term Disability as well as optional plans to protect our Team Members and their families. Team Members are eligible for insurance plans the first of the month following 60 days of employment.

**IPIC PROVIDED BENEFITS**

- 401(k) Plan or Roth IRA
- Life and Accidental Death & Dismemberment Insurance
- Short-Term Disability
- Paid Holidays, Sick and Vacation time
- 4 Free Movie Tickets per week
- 50% off food and non-alcoholic beverages at all IPIC locations
- Employee Assistance Program
- Travel Assistance Program
- ADP Life Mart Discounts (Perk Program)

**INSURANCE OPTIONS**

- Medical Insurance Options: 4 different health plans with coverage offered for individuals and families plan designs include one HMO (Florida Only) and 3 PPOs with varying

levels of coverage. IPIC contributes to the monthly premium for all medical insurance options.

- Coverage costs range from \$65-150/per pay period for single coverage and between \$200-475 for your entire family
- Team members can elect to waive coverage, select Single, Employee + Spouse, Employee + Children, or Employee + Family
- IPIC Entertainment provides coverage for qualified domestic partners
- Dental Insurance: Select from an HMO or PPO option
  - Coverage is available from less than \$5 per pay period for single coverage to \$30 per pay period for family coverage
- Vision insurance covers office visits, contacts and eyeglasses for deductions less than \$10 per pay period

### **OPTIONAL INSURANCE**

- Voluntary Life Insurance (self, spouse and/or child)
- Voluntary Accidental Death & Dismemberment Insurance
- Flexible Spending Accounts for Healthcare and Dependent Care
- Major Medical Complement (GAP Insurance)
- Accident Coverage and/or Critical Injury Protection
- Long-Term Disability Insurance

**Schedule 5.10(g)**

**Labor Disputes**

Schedule 5.9 is incorporated herein by reference.

**Section 5.11(a)****Tax Liabilities**

<b>Payment to:</b>	<b>Location and Type of Tax</b>	<b>Amount</b>	<b>Penalty</b>	<b>Total</b>	<b>Date Due</b>	<b>Notes</b>
Los Angeles County Tax Collector	Westwood Personal Property Tax	\$ 51,597	\$ 5,160	\$ 56,757	8/31/2019	Received Notice of Enforcement
Los Angeles County Tax Collector	Pasadena Personal Property Tax	34,210	3,421	37,631	8/31/2019	Received Notice of Enforcement
Delaware Secretary of State	Delaware Franchise Tax	36,715	1,101	37,817	9/1/2019	Penalty represents if not received by November 1st, penalty if received by October 1st is \$550.73
King County Treasury	Redmond Personal Property tax	10,437	NA	10,437	10/31/2019	Second half payment; interest and penalties if not paid by Due Date
Maryland Personal Property	Bethesda Personal Property Tax	33,333	NA	33,333	11/30/2019	Maryland invoices on a Fiscal Year Basis. A bill has not yet been received but should be received in October 2019, payment will be due in November 2019, the amount will be for the period 7/1/2019 to 6/30/2020. The number shown is an estimate and is pro-rated assuming an end of November closing
Maricopa Co. Treasurer	Scottsdale Personal Property Tax	15,864	NA	15,864	12/31/2019	Allows for the payment of "Full Year" by December 31, 2019 (\$15,864) without any interest or penalty, could also pay for "First Half" payment (\$7,931) which would be due by 10/1/2019

<b>Payment to:</b>	<b>Location and Type of Tax</b>	<b>Amount</b>	<b>Penalty</b>	<b>Total</b>	<b>Date Due</b>	<b>Notes</b>
Texas Personal Property Tax	Houston Personal Property Tax	76,000	NA	76,000	1/31/2020	Bills should be received in October or November 2019, payment is due without penalty on January 31, 2020. The number shown is an estimate.
Texas Personal Property Tax	Austin Personal Property Tax	35,000	NA	35,000	1/31/2020	Bills should be received in October or November 2019, payment is due without penalty on January 31, 2020. The number shown is an estimate.
Texas Personal Property Tax	Fairview Personal Property Tax	47,000	NA	47,000	1/31/2020	Bills should be received in October or November 2019, payment is due without penalty on January 31, 2020. The number shown is an estimate.
Miami-Dade Tax Collector	N. Miami Personal Property Tax	65,075	NA	65,075	3/31/2020	Bills should be received in October or November 2019, payment is due without penalty on March 2020, discounts for early payment are available.
Tax Collector, Palm Beach County	Mizner Park Personal Property Tax	35,000	NA	35,000	3/31/2020	Bills should be received in October or November 2019, payment is due without penalty on March 2020, discounts for early payment are available.
Tax Collector, Palm Beach County	Corp Office Personal Property Tax	8,614	NA	8,614	3/31/2020	Bills should be received in October or November 2019, payment is due without penalty on March 2020, discounts for early payment are available.

**Total 2019 Personal Property Taxes**  
**Total Past Due as 9/24/2019**  
**Total Due Before 11/3/2019**





<b>Amount</b>	<b>Penalty</b>	<b>Total</b>
\$ 448,845	\$ 9,682	\$ 458,527
\$ 122,522	\$ 9,682	\$ 132,204
\$ 122,522	\$ 9,682	\$ 132,204

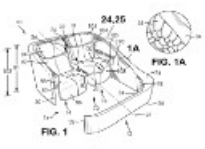
Payment to:	Location and Type of Tax	Amount	Penalty	Total	Date Due	Notes
<b>Total Due after 11/3/2019</b>		\$ 326,323	\$ -	\$ 326,323		


**Schedule 5.12(a)****List of all Intellectual Property****Domain Names**




behindthescreens.com	ipiclivetixs.com	tanzysgrill.com
bigdaddysbrewandque.com	ipicmagic.net	tanzrestaurant.com
cityperch.com	ipicmagicshows.com	thesaltclub.com
cityperchbethesda.com	ipicmagictickets.com	thetuckroom.com
den-ipic.com	ipicmagictix.com	thetuckroomhouston.com
denbyipic.com	ipicmember.com	thetuckroomla.com
denbyipic.net	ipicnorthmiami.com	thetuckroomlosangeles.com
devipic.com	ipicnow.com	thetuckroommiami.com
entergrated.com	ipicprint.com	thetuckroomnewyork.com
goldclasscinemas.com	ipicradio.com	tuckburger.com
icontheater.com	ipicshows.com	tuckhospitalitygroup.com
icontheaters.com	ipicshowtix.com	tuckhospitalty.com
ipic-den.com	ipicsucks.com	tuckroom.com
ipic-ksa.com	ipictheater.com	tuckroomhouston.com
ipic-magic.com	ipictheaters.com	tuckroomla.com
ipic-media.com	ipictheatre.com	tuckroomlosangeles.com
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ipicdelray.com	ksaipic.com	tucktavern.com
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ipicevents.com	perchkitchen.com	
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ipiclivetickets.com	tanzysexpress.com	

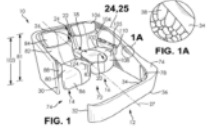
**LIST OF ISSUED AND PENDING PATENTS****Yellow lines are issued patents.**




<b>AUSTRALIA - DESIGN PATENTS</b>				
<b>DESIGN PATENT NUMBERS</b>	<b>REGISTRATION DATE</b>	<b>EXPIRATION</b>	<b>Representative Figure</b>	<b>Prosecution Status</b>
366606	1/15/16	12/24/25	 FIG. 1	Complete - Patent Issued.
366605	1/15/16	12/24/25	 FIG. 1	Complete - Patent Issued.
366623	1/18/16	12/24/25	 FIG. 1	Complete - Patent Issued.
366604	1/15/16	12/24/25	 FIG. 1	Complete - Patent Issued.


<b>AUSTRALIA - UTILITY APPLICATION</b>				
<b>UTILITY APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>Status</b>	<b>Representative Figure</b>	<b>Prosecution Status</b>
2016204195	6/21/16	Pending	 FIG. 1	Awaiting action from Australian Patent Office.

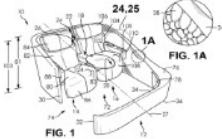
<b>CANADA - DESIGN PATENTS</b>				
<b>DESIGN PATENT NUMBERS</b>	<b>REGISTRATION DATE</b>	<b>EXPIRATION</b>	<b>Representative Figure</b>	<b>Prosecution Status</b>
166173	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.



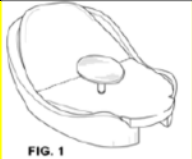

CANADA - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
166170	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.
166171	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.
166172	7/19/16	7/19/26	 FIG. 1	Complete - Patent Issued.

CANADA - UTILITY APPLICATION				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
2,933,522	6/16/16	Pending	 FIG. 1	Awaiting action from Canadian Patent Office.

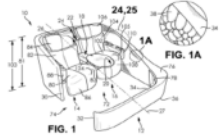
EUROPE - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
001443923-0001	12/29/15	12/29/40	 FIG. 1	Complete - Patent Issued.
001443923-0002	12/29/15	12/29/40	 FIG. 1	Complete - Patent Issued.
001443923-0003	12/29/15	12/29/40	 FIG. 1	Complete - Patent Issued.





EUROPE - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
001443923-0004	12/29/15	12/29/40	 FIG. 1	Complete - Patent Issued.

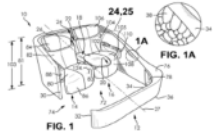
EUROPE - UTILITY APPLICATION				
UTILITY PATENT NUMBER	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
EP3112559	10/31/18	6/24/36	 FIG. 1 FIG. 1A	Complete - Patent Issued.

MEXICO - DESIGN APPLICATIONS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
D50246	7/18/17	1/7/41	 FIG. 1	Complete - Patent Issued.
D50765	9/4/17	1/7/41	 FIG. 1	Complete - Patent Issued.
D50245	7/18/17	1/7/41	 FIG. 1	Complete - Patent Issued.
D50247	7/18/17	1/7/41	 FIG. 1	Complete - Patent Issued.



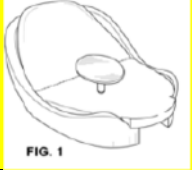

MEXICO - UTILITY APPLICATION				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status

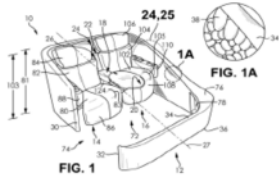
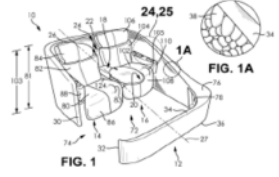
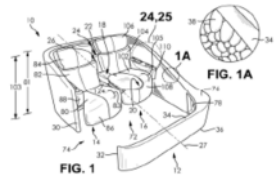
MEXICO - UTILITY APPLICATION				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
16/08581	6/28/16	Pending		Awaiting action from Intellectual Property Office of Mexico.

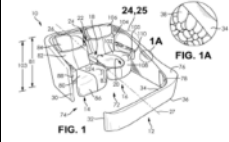
SINGAPORE - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
30201501893X	12/29/15	12/29/30		Complete - Patent Issued.
30201501895Q	12/29/15	12/29/30		Complete - Patent Issued.
30201501892S	12/29/15	12/29/30		Complete - Patent Issued.
30201501894V	12/29/15	12/29/30		Complete - Patent Issued.

SINGAPORE - UTILITY APPLICATION				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
10201605127U	6/22/16	Pending		Awaiting action from Intellectual Property Office of Singapore.

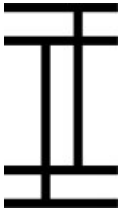
USA - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status

USA - DESIGN PATENTS				
DESIGN PATENT NUMBERS	REGISTRATION DATE	EXPIRATION	Representative Figure	Prosecution Status
D776,949	1/24/17	1/24/32	 FIG. 1	Complete - Patent Issued.
D777,461	1/31/17	1/31/32	 FIG. 1	Complete - Patent Issued.
D759,394	6/21/16	6/21/31	 FIG. 1	Complete - Patent Issued.
D759,395	6/21/16	6/21/31	 FIG. 1	Complete - Patent Issued.

USA - UTILITY				
UTILITY APPLICATION NUMBER	FILING DATE	Status	Representative Figure	Prosecution Status
14/753,358	6/29/15	Pending	 FIG. 1	Notice of Appeal filed 2017-08-22.
15/976,266	5/10/18	Pending	 FIG. 1	Awaiting action from USPTO.
16/421,988	5/24/19	Pending	 FIG. 1	Awaiting action from USPTO.

<b>KOREA - UTILITY</b>				
<b>UTILITY APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>Status</b>	<b>Representative Figure</b>	<b>Prosecution Status</b>
10-2016-0079942	6/27/16	Pending		Awaiting action from Intellectual Property Office of Korea.

**SCHEDULE OF PENDING AND REGISTERED TRADEMARKS**

	<b>MARK</b>	<b>JURISDICTION</b>	<b>OWNER</b>	<b>GOODS/SERVICES</b>
1	iPIC (Ser. No. 88158728)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services in the nature of live visual and audio performances, namely, comedy, magic, and variety shows; entertainment and education services, namely, a series of short non- downloadable video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters.
2				
3	iPIC (Ser. No. 88158733)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services in the nature of escape-room attractions
4	iPIC (Reg. No. 5280510)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services, namely, movie theaters and bowling alley services.  IC 043: Restaurant services. First Use: 20071207.
5				
6	TANZY (Reg. No. 4142674)	U.S.	iPic-Gold Class Entertainment, LLC	IC 043: Restaurant and bar services.
	THE TUCK ROOM (Reg. No. 4952399)	U.S.	iPic-Gold Class Entertainment, LLC	IC 043: Restaurant and bar services.
7		U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services, namely, movie theaters and bowling alley services; entertainment services in the nature of live visual and audio performances, namely, comedy, magic, and variety shows; entertainment and education services, namely, a series of short video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters; entertainment services in the nature of escape-room attractions
8	(Ser. No. 88256409)			IC 043: Restaurant services
	iPIC LIFE (Ser. No. 88158711)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: entertainment and education services, namely, a series of short non-downloadable video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters.
	EXCLUSIVELY YOURS (Ser. No. 88302895)	U.S.	iPic-Gold Class Entertainment, LLC DBA iPic Theaters	IC 041: Entertainment services, namely, movie theater services; entertainment services in the nature of escape-room attractions; entertainment services in the nature of live visual and audio performances, namely, comedy, magic, and variety shows; entertainment and education services, namely, a series of short video programs in the fields of art, cuisine, news, entertainment, and culture distributed online and in movie theaters
	PINSTRIKES (Ref. No. 4,284,563)	U.S.	iPic Entertainment, LLC	

## Schedule 5.15

## Insurance Policies

## 2018-2019 Summary of Coverage as of [6/17/2019]

Insurer	Policy Number	Policy Period	Type of Insurance	Coverage Limits	Deductibles/SIR
Employers Insurance Company of Wausau	YAC-L9L-467959-018	10/01/2018 to 10/01/2019	Property	\$310,905,317 Policy Maximum Limit any one Occurrence all loss. Sublimits: \$20,000,000 Annual Aggregate EQ Except \$10,000,000 New Madrid Zone/\$5,000,000 CA; HI; AK Zones \$20,000,000 Annual Aggregate Flood except \$10,000,000 SFHA locations Named Storm-Included	*Varies
Everest Indemnity Insurance Co. QBE Specialty Insurance Company General Security Indemnity Co of AZ	8400006361-181 ESE16725-00 TR0001486-05477-18	10/01/2018 to 10/01/2019	Excess Earthquake Territory - CA, WA	\$40,255,976 Total Insured Values- Subject to Scheduled Locations on EQ Statement of Values	Follow Form as per Primary
Ironshore Specialty Insurance Co.- (\$5Milx\$10Mil) Maxum Indemnity/Lloyds Novae Syn (\$5M p/o \$10M x \$15M) Lloyds of London (\$5M p/o \$10M x \$15M) Landmark American Ins Co (\$35,861,159 x \$25M)	003806900 SPO06027805-04 SPE-0000019-01 LHT905705	10/01/2018 to 10/01/2019	Excess Flood	\$60,861,159 Total Insured Values- Subject to Scheduled Locations on Flood Statement of Values (N. Miami Bch, FL/New York City, NY)	Follow Form as per Primary
American Bankers Ins Co of Florida	87058011792019	08/06/2019 to 08/06/2020	NFIP Flood for 3701 NE 163rd St., North Miami Beach, FL 68500	\$500,000 - Contents only per Occurrence	\$1,000 Per Flood Occurrence
The Charter Oak Fire Ins Co (Travelers)	P-660-2L500375-COF-18	10/01/2018 to 10/01/2019	General Liability Liquor Liability	\$1,000,000 Ea Occurrence \$2,000,000 Gen Agg	NA
The Phoenix Insurance Co (Travelers)	BA-2L506644-18	10/01/2018 to 10/01/2019	Automobile	\$1,000,000 CSL Bodily Injury & Property Damage Liability (All Covered Vehicles incl Non-Owned/Hired Auto) \$5,000 Medical Payments \$1,000,000 Uninsured Motorists BI	No Liability Deductible \$1,000 Deductible Comprehensive \$1,000 Deductible Collision
Travelers Property Casualty Co of America	UB-2L507573-18	10/01/2018 to 10/01/2019	Workers Compensation	Employers Liability \$1,000,000/\$1,000,000/ \$1,000,000	NA
Travelers Property Casualty Co of America	CUP-8M965787-18	10/01/2018 to 10/01/2019	Umbrella	\$25,000,000	
XL Specialty Insurance	ELU159741-19	02/01/2019 to 02/01/2020	Directors & Officers	\$5,000,000 Policy Combined Aggregate-\$5,000,000 Aggregate	\$2,500,000 Each Claim Retention

Insurer	Policy Number	Policy Period	Type of Insurance	Coverage Limits	Deductibles/SIR
				Directors & Officers including Investigative Costs \$250,000 Side A Coverage Aggregate Retroactive - 02/01/2018	D&O \$0 - Insured Person - Agreement A \$250,000 Retention EPL- Each Class Action or any demand three or more plaintiffs
Old Republic Insurance Co	ORPRO 41958	02/01/2019 to 02/01/2020	Excess D&O	\$5,000,000 x \$5,000,000 Per Claim/Aggregate	Per Underlying
Endurance Assurance Corporation	DOX10012486401	02/01/2019 to 02/01/2020	Excess D&O	\$5,000,000 x \$10,000,000 Per Claim/Aggregate	Per Underlying
Ironshore Specialty Insurance Co.	003429901	02/01/2019 to 02/01/2020	Employment Practices Liability/Fiduciary Liability	\$1,000,000 Employment Practices Liability Per Claim/Aggregate \$1,000,000 Fiduciary Liability Per Claim)Aggregate	\$175,000 Retention incl Defense Cost \$250,000 Class Action Suit (Employment Related Practices) \$5,000 Retention including Defense Cost (Fiduciary Liability)
Massachusetts Bay Insurance Co	BDA-1848562	10/01/2017 to 10/01/2020	Crime	\$1,000,000 Defense Cost Aggregate	\$25,000 Deductible

\* The property policies contain many sub-limits for items such as Flood, Earthquake, etc... The deductibles vary as noted here:  
\$15,000 All Other Per Occurrence Including Earth Movement Sprinkler Leakage, Except  
\$25,000 Earthquake except 5% for CA; HI; AK; PR; 2% New Madrid - Zone 1, Pacific NW EQ Zone; subject to \$100,000 Minimum any One Occurrence  
\$25,000 Named Storm Except 3% for all Tier 1 - NC to Texas, Named Storm Harris County, TX; 5% for Named Storm Florida subject to \$100,000 Minimum  
\$25,000 Flood except \$500,000 Real Property/\$500,000 Personal Property/\$100,000 Other in FEMA High Hazard Flood Zones,(i.e. NFIP whether purchased or not)

**Schedule 5.17**

**Compliance with Laws**

Schedule 5.9 is incorporated herein by reference.

**Schedule 17****A. Corporate Employees**

<b>Home Department Description</b>	<b>Payroll Name</b>	<b>Job Title</b>
Corporate Accounting	Schechter, Alan I	Fixed Asset/Tax Accountant
Corporate Accounting	Sutton, Katherine E.	Accounting Assistant
Corporate Accounting	McRae, James	Staff Accountant
Corporate Accounting	O'Sullivan, Mary	Accounts Payable
Corporate Accounting	Etkie, Daniel	Director of Finance
Corporate Accounting	Loehrer, Andre	Controller
Corporate Accounting	Millien, Nadine	Accounts Payable Manager
Corporate Accounting	Hedgepeth Davis, Suzette	Accounts Payable Manager
Corporate Accounting	Riegel, Laura	Staff Accountant
Corporate Accounting	Comprosky, Elizabeth	Accounts Payable Specialist
Corporate Construction	Weisenberger, David	Field Technician
Corporate Construction	Marciniak, Christopher	Technical Support Manager
Corporate Construction	Sweeney, Michelle S.	Preconstruction & Project Accounting Manager
Corporate Construction	Karp, Sandra	VP, Construction & Development
Corporate Construction	Leversuch, Darryl	VP, Technical Operations
Corporate Human Resources	DeChant, Donna M.	VP, Human Resources
Corporate Human Resources	Staley, Sarah Lynn June	Human Resources Manager
Corporate Human Resources	Ramdial, Simeeka	Human Resources Generalist
Corporate Human Resources	Mazer, Alexandra	Human Resources Generalist
Corporate Human Resources	Perlman, Malicia	Human Resources Generalist
Corporate Human Resources	Arena, Denise	Director of Human Resources
Corporate I.T.	Stewart, Erin	Technical Support Manager
Corporate I.T.	White, Jeffrey	VP, Technology
Corporate I.T.	Clayton, Dean	Systems Administrator
Corporate I.T.	Kitts, Steven R.	Systems Administrator
Corporate I.T.	Despinos, Dalila	Systems Engineer
Corporate Management	Quinn, Patrick	VP, Real Estate
Corporate Management	Ryncarz, Roberta L	Executive Administrator
Corporate Management	Woods, Clark R	SVP, Content
Corporate Management	Safran, Paul	Senior Vice President and General Counsel
Corporate Management	Nelson, Dawn M	Corporate Paralegal
Corporate Management	Abraham, Kelvin T	Film Programming Manager
Corporate Management	Hashemi, Hamid	President and CEO
Corporate Management	Jimenez, Henry	National Sales Director
Corporate Marketing	Serrano, Zachary	Marketing Specialist
Corporate Marketing	Madsen, Sarah	Digital Marketing Manager
Corporate Marketing	Gaglione, Christa	Creative Services Traffic Manager
Corporate Marketing	D'Alessandro, Carla	Chief Marketing Officer
Corporate Marketing	Troast, Meaghan	Director of Digital Marketing
Corporate Marketing	Fan, Rachael	Social Media Manager
Corporate Marketing	Mahoney, Kelsey	Senior Marketing Manager
Corporate Marketing	Andrews, Sarah	Senior Graphic Designer
Corporate Marketing	Fuller, Grant	Graphic Designer
Corporate Operations	Ortiz, Rogelio	Director of Culinary Systems
Corporate Operations	Voudouris, Charles	Corporate Executive Chef

Corporate Operations  
Corporate Operations  
Corporate Operations  
Corporate Operations  
Corporate Operations

Daniel, Robert  
McLaughlin, Mark  
Gentile, Jaclyn  
Foster, John  
Buliard, Stephane

SVP, Operations  
Regional Director of Operations  
Executive Operations Coordinator  
Regional Director of Operations  
Director of Operations

**B. Large Party Deposit**

Location	Sum of Net
New York	101,001
Houston	49,758
Mizner Park	48,137
Westwood	45,068
Scottsdale	18,741
Redmond	13,661
Hudson Lights NJ	11,726
Pike & Rose	10,800
Bolingbrook	5,800
Pasadena	5,144
Austin	4,807
Dobbs Ferry	3,984
Intracoastal Mall	3,500
Delray Beach	1,004
Fairview	500
South Barrington	185
Grand Total	323,815

**Exhibit "A"**

**ASSIGNMENT AND ASSUMPTION OF THEATER LEASE**

This Assignment and Assumption of Theater Lease (this "**Assignment**") made and entered into as of \_\_\_\_\_, 2019 by and between [*Insert name of applicable Seller*], each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (the "**Assignor**") and \_\_\_\_\_, a \_\_\_\_\_ (the "**Assignee**").

Assignors and Assignee acknowledge that:

A. Assignor is the tenant(s) of certain real property premises located at \_\_\_\_\_ (the "**Theater**") under that certain real property lease dated \_\_\_\_\_ between such Assignor, as lessee, and \_\_\_\_\_, as lessor (the "**Landlord**"), as amended \_\_\_\_\_ (as so amended, the "**Lease**").

B. Assignor and various Affiliates of Assignor, as Sellers, and Assignee, as Purchaser, have heretofore entered into that certain Asset Purchase Agreement dated \_\_\_\_\_, 2019 (the "**Purchase Agreement**"). Except for terms specifically defined herein, the capitalized terms used in this Assignment shall have the same meanings as capitalized terms used in the Purchase Agreement.

C. Concurrently with the mutual execution and delivery of this Assignment, Assignors and Assignee are consummating the Contemplated Transactions. Assignor and Assignee are executing and delivering this Assignment in satisfaction of certain obligations of Assignor and Purchaser pursuant to Sections 3.2 and 3.3 of the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which Assignor and Assignee hereby acknowledge, and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby sells, assigns and transfers to Assignee, all interest of Assignors, as tenant(s), in and to the Theater and the Lease, a copy of which Lease is attached hereto as **Exhibit "A."** Assignor makes no representations and warranties of any kind whatsoever with respect to the Lease.

2. **Assumption.** Assignee hereby accepts the foregoing assignment of the Lease, and does hereby assume the duties and obligations of tenant under the Lease, thereunder accruing from and after the Effective Date, and does hereby agree to be bound by and to perform or cause to be performed, as a direct obligation to Landlord, each and all of the terms, conditions, covenants and provisions to be done, kept and performed under such Lease accruing from and after the Effective Date, to the same extent as if Assignee had been an original party thereto.

3. **Assignee's Indemnification.** Assignee shall indemnify, defend (with counsel reasonably satisfactory to Assignors) and hold Assignors free, clear and harmless from and against any and all claims, demands, suits, causes of actions, penalties, liabilities, costs, fees and

expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs for the performance or nonperformance of Assignee's obligations under the Lease, which accrued from and after the Effective Date.

4. **Attorneys' Fees.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party therein all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees through all levels of appeal) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

5. **Amendments.** This Assignment may only be amended by a writing signed by both Assignor and Assignee.

6. **Delivery Pursuant to Purchase Agreement.** Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Purchase Agreement, and the acknowledgement and disclaimer set forth in Section 7 thereof).

7. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware, without giving effect to the conflicts of laws provisions thereof.

8. **Counterparts.** This Assignment may be executed in separate counterparts, each of which shall be deemed to be an original, but both of which, taken together, shall be deemed one original document.

9. **Execution in Counterparts.** This Assignment may be executed in counterparts and delivered by the delivery of facsimile signatures; *provided, however*, that if the parties exchange facsimile signatures, each of them agrees to provide the other with a copy of this Assignment bearing their original signature as soon thereafter as possible.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**

\_\_\_\_\_, a  
\_\_\_\_\_,  
Chapter 11 Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit "B"**

**ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS**

This Assignment and Assumption of Leases and Contracts (this "*Assignment*") is entered into as of \_\_\_\_\_, 2019, by and among \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (collectively, the "*Assignors*"), and \_\_\_\_\_, a \_\_\_\_\_ (the "*Assignee*").

Assignors and Assignee acknowledge that:

D. Assignors, as Sellers, and Assignee, as Purchaser, have heretofore entered into that certain Asset Purchase Agreement dated as of [\_\_\_\_\_] , 2019 (the "*Purchase Agreement*"). Except for terms specifically defined herein, the capitalized terms used in this Assignment shall have the same meanings as capitalized terms used in the Purchase Agreement.

E. Concurrently with the mutual execution and delivery of this Assignment, Assignors and Assignee are consummating the Contemplated Transactions. Assignors and Assignee are executing and delivering this Assignment in satisfaction of certain obligations pursuant to Sections 3.2 and 3.3 of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which Assignors and Assignee hereby acknowledge, Assignors and Assignee hereby agree as follows:

1. Assignment. Effective as of the Closing Date, each of the Assignors hereby assigns to Assignee all of its respective right, title and interest in and to the those of the Purchased Contracts described on **Schedule 1** attached hereto and incorporated herein by this reference (collectively, the "*Assigned Contracts*").

2. Assumption. Effective as of the Closing Date, Assignee hereby accepts the foregoing assignment and assumes and agrees to be bound by the terms and provisions of the Assigned Contracts and to perform all of Assignors' obligations thereunder to be performed from and after the Closing Date as though Assignee had been the original contracting party thereunder.

3. Amendments. This Assignment may only be amended by a writing signed by both Assignors and Assignee.

4. Execution in Counterparts. This Assignment may be executed in counterparts and delivered by the delivery of facsimile signatures; *provided, however*, that if the Parties exchange facsimile or electronic pdf signatures, each of them agrees to provide the other with a copy of this Assignment bearing their original signature promptly thereafter.

5. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, Assignors and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement).

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the day and year first set forth above.

**ASSIGNOR:**

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[INSERT SIGNATURE BLOCKS FOR ALL APPLICABLE ASSIGNORS]**

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS]***

**Exhibit “C”**

**ASSIGNMENT OF INTANGIBLE PROPERTY**

\_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (collectively, the “*Assignors*”) are executing this Assignment of Intangible Property Assets (this “*Assignment*”) in favor of \_\_\_\_\_ (the “*Assignee*”), with respect to the following facts and circumstances:

F. Assignors and Assignee have heretofore entered into that certain Asset Purchase Agreement dated as of [\_\_\_\_\_], 2019 (the “*Purchase Agreement*”). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Purchase Agreement.

G. Concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transactions contemplated by the Purchase Agreement. Pursuant to the Purchase Agreement, Assignors are required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignors hereby expressly acknowledge, each of the Assignors hereby assigns, conveys, transfers, delivers and sets over unto Assignee, all of its respective right, title and interest, if any, in and to all Intangible Property Assets.

This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignors and Assignee.

Notwithstanding anything to the contrary herein, Assignors are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement).

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**ASSIGNORS:**

\_\_\_\_\_, a  
\_\_\_\_\_ and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_, a  
\_\_\_\_\_ and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[INSERT SIGNATURE BLOCKS FOR ALL APPLICABLE ASSIGNORS]

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit “D”**

**BILL OF SALE AND ASSIGNMENT**

Reference is hereby made to that certain Asset Purchase Agreement, dated \_\_\_\_\_, 2019 (the “*Purchase Agreement*”), by and among \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (collectively, the “*Sellers*”) and \_\_\_\_\_, a \_\_\_\_\_ (the “*Purchaser*”). Except for terms specifically defined in this Bill of Sale and Assignment, all capitalized terms used in herein shall have the same meanings as such terms have when utilized in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which Sellers hereby expressly acknowledge, each of the Sellers hereby sells, transfers, assigns and delivers to Purchaser all of its respective right, title and interest in and to the Purchased Assets.

Notwithstanding anything to the contrary herein, Sellers are executing and delivering this Bill of Sale and Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement).

**IN WITNESS WHEREOF**, Sellers have caused this Bill of Sale and Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**SELLERS:**

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_, a  
\_\_\_\_\_, and  
Debtor and Debtor in Possession

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[INSERT SIGNATURE BLOCKS FOR ALL  
APPLICABLE ASSIGNORS]**

**EXHIBIT “E”**

**Form of Management Agreement**

**[To Be Attached]**

**FOOD AND BEVERAGE MANAGEMENT AGREEMENT**

**BETWEEN**

**CINEMEX HOLDINGS USA, INC.**

**AND**

**IPIC-GOLD CLASS ENTERTAINMENT, LLC  
AND EACH AFFILIATE THEREOF LISTED BELOW**

Pursuant to that certain [*Order (A) Authorizing the Sale of Certain of the Debtors' Assets Pursuant to Asset Purchase Agreement(s) Free and Clear of Liens, Claims and Encumbrances, and Other Interests; (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (C) Granting Related Relief*] [Docket No. [●]], dated October [●], 2019, and issued by the United States Bankruptcy Court for the District of Delaware ("**Bankruptcy Court**") in Case No. 19-11739 ("**Sale Order**"), this Management Agreement ("**Agreement**") is entered into by and among Cinemex Holdings USA, Inc., a Delaware corporation ("**Manager**" or "**Purchaser**"), and iPic-Gold Class Entertainment, LLC, a Delaware limited liability company, and iPic Texas, LLC, a Texas limited liability company (collectively, "**Debtors**"), effective as of the Closing Date of the transactions contemplated by the Asset Purchase Agreement (as defined below) ("**Effective Date**").

**WHEREAS**, Debtors and Purchaser have executed that certain Asset Purchase Agreement, dated as of October [●], 2019, a true and correct copy of which is attached to this Agreement as Exhibit A ("**Asset Purchase Agreement**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Asset Purchase Agreement.

**WHEREAS**, as of the Effective Date, Manager owns certain of the assets (as more particularly set forth in the Asset Purchase Agreement) relating to each of the Debtors' locations listed on Schedule 1 attached hereto (the "**Location**").

**WHEREAS**, each Location is a high-end movie theater that provides (i) the on-premise sale and consumption of beer, wine, and/or distilled spirits under the respective liquor licenses in the name of a Debtor listed on Schedule 2 attached hereto (each, a "**Liquor License**" and collectively, the "**Liquor Licenses**") and/or (ii) the sale of food under the respective licenses or permits in the name of a Debtor listed on Schedule 3 attached hereto (each, a "**Food Permit**" and collectively, the "**Food Permits**").

**WHEREAS**, both Debtors and Manager desire that the operation of each of the Locations continue without interruption until Manager obtains from the relevant Governmental Bodies the necessary Liquor Licenses and Food Permits, as applicable, at such Locations in its name either through transfer or initial application.

**AND WHEREAS** the Bankruptcy Court has directed through the Sale Order that the transfer of the Purchased Assets shall on the Effective Date vest the Purchaser with all right, title and interest of the Debtors in the Purchased Assets pursuant to sections 105(f), 363(b), 363(f) and 365 of the Bankruptcy Code,

**NOW, THEREFORE**, for good and valuable consideration as provided herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. **Term.** The “**Term**” shall commence on the Effective Date and shall terminate, with respect to each Location, upon the earliest of: (a) Manager’s receipt via transfer from the Debtors or through initial application for license issuance from the pertinent Governmental Body of each Liquor License and Food Permit for said Location, (b) two (2) Business Days after the date and time that Debtors receive written notice of termination from Manager, or (c) six (6) months from the Effective Date (unless this Agreement is otherwise terminated prior to the earliest of such dates pursuant to the terms hereof or by mutual agreement of the parties).

2. **Services.** During the Term, Debtors shall have the continued exclusive right of occupancy to the extent necessary for providing food and alcoholic beverage services pursuant to each Liquor License and Food Permit at a respective Location, including, without limitation, legal access to and full use of each licensed premises associated with each such Liquor License and Food Permit, in accordance with the provisions set forth below (“**Concession**”). Acting pursuant to the Concession, Debtors shall remain the licensed retailers of alcoholic beverages and/or food for the Locations, and in such capacity shall, at no cost, expense or Liability (as defined below) to Debtors, manage, control, and operate such services at the Locations in a manner substantially similar to the manner in which they were conducted immediately prior to the Effective Date, and to the extent required for each Liquor License and/or Food Permit. For the duration of the Concession, the Debtors hereby appoint Manager to assist with such functions pursuant to the Concession. Pursuant to its appointment and subject to the following sentence concerning revenues derived from the sale of alcoholic beverages, Manager shall be entitled to collect and to retain all revenues generated by the Locations during the Term (“**Revenues**”) for the purpose of paying all costs, expenses, liabilities, and obligations pursuant to this Agreement (individually, a “**Liability**” and collectively, the “**Liabilities**”) arising out of, related to, or associated with the Locations during the Term; *provided* that each Debtor shall, at no cost or expense to any Debtor, use reasonable best efforts to minimize such Liabilities. Notwithstanding the foregoing, during the Term, Debtors shall collect and retain pursuant to the Concession all Revenues related to the sale of alcoholic beverages at the Locations and shall be responsible for and obligated to pay all costs, expenses, liabilities, and obligations with respect to the sale of alcoholic beverages at the Locations; *provided, however*, that if such Revenues are not sufficient to pay for such costs, expenses, liabilities, and obligations, Manager shall, promptly upon written request from Debtors, advance for the Debtors’ benefit an amount equal to the difference of the sum of such costs, expenses, liabilities and obligations less such Revenues, which shall in turn be offset from future Revenues collected during the Term. The Revenues (less the costs, expenses, liabilities and obligations set forth in the preceding sentence) from the sale of alcoholic beverages at each Location, if any, shall be deposited by the applicable Debtor, either directly or through Manager, into an escrow account to be established as promptly as practicable after the date of this Agreement on terms reasonably acceptable to Manager and the applicable Debtor, which escrow account shall provide that such net Revenues shall be released at the expiration of the Term for such Location to (i) Manager, if Manager has received all requisite Liquor Licenses for such Location and (ii) Debtors in all other circumstances. Notwithstanding anything contained herein to the contrary, all employees of the Locations shall be retained by and be employees of Manager.

3. **Representations and Warranties.** For valuable consideration received, and in order to induce Debtors to enter into this Agreement, Debtors and Manager covenant, agree, warrant, and represent that the following are now true and shall remain true throughout the Term, which covenants, agreements, representations, and warranties shall survive the termination or expiration of this Agreement:

(a) Debtors shall have no duties or responsibilities under the Concession or this Agreement other than those specified herein and no implied obligations whatsoever (other than to act in good faith) shall be read into this Agreement and nothing herein shall at any time obligate any Debtor to take any action whatsoever which such Debtor may in good faith, after consultation with outside counsel, believe would constitute a violation of any applicable Legal Requirement.

(b) Neither Debtors nor any of their Affiliates, employees, officers, directors, managers, members, representatives, agents, attorneys, direct or indirect equity-holders, successors, predecessors and assigns (collectively, the “*Debtor Indemnified Parties*”), will be liable to Manager for, and Manager releases and forever discharges the Debtor Indemnified Parties from, any and all claims, liabilities, actions, suits, judgments, losses, injuries, damages, costs and expenses arising out of or connected with any act or omissions of Debtor Indemnified Parties pursuant to this Agreement or with respect to the performance of Debtors’ obligations under this Agreement, except for claims to the extent arising out of such Person’s gross negligence, fraud, willful misconduct or intentional breach hereof.

(c) Other than with respect to the gross negligence, fraud, willful misconduct or intentional breach of this Agreement by the Debtor Indemnified Parties, Manager shall indemnify, defend and hold harmless and discharge the Debtor Indemnified Parties of, from and against any and all claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including, without limitation, attorneys’ fees and other expenses of litigation) arising out of or resulting from (i) any escrow arrangement entered into by Debtors pursuant to Section 2 hereof and/or (ii) such Debtor Indemnified Parties’ performance under or activities in connection with this Agreement.

(d) During the Term, all purchases and services rendered with respect to Debtors’ operation of the Locations pursuant to the Concession shall be in the name of the Manager, including, without limitation, all utility service and all accounts for the purchase of inventory. The foregoing notwithstanding, purchases of alcoholic beverage inventory for the Locations made during the Concession shall be made in the name of Debtors as provided below, such purchases to be paid for in full from the Revenues (or Manager, to the extent that the Revenues are insufficient to pay for such purchases).

(e) Nothing in this Agreement or the Asset Purchase Agreement shall be deemed to be a transfer of any Liquor Licenses and Food Permits unless and until such time, if any, as such transfer is duly approved by all applicable Governmental Bodies having applicable licensing authority and each Liquor License and Food Permit is issued in the name of Manager or its designee. Notwithstanding the foregoing, Manager agrees to, during the Term: (i) pay for all applicable annual license fees and/or license renewal

fees due to the licensing authorities as of and after the Effective Date in connection with the maintenance of each Liquor License and Food Permit; and (ii) provide all funds necessary to maintain each Liquor License and Food Permit in full force and effect (including, without limitation, providing of letters of credit and/or bonds as required by the various Governmental Bodies). If, prior to the issuance of all Liquor Licenses and Food Permits, one or more of the Liquor Licenses or Food Permits are required to be renewed or otherwise require action by the Debtors to fulfill any administrative or legal responsibility associated with said Liquor License(s) or Food Permit(s), subject to Manager funding all costs and Liabilities in connection therewith, Debtors agree to cooperate, in all commercially reasonable respects (but in any event without any obligation to initiate or otherwise participate in any litigation or similar proceeding) with and use commercially reasonable efforts (but, again, in any event without any obligation to initiate or otherwise participate in any litigation or similar proceeding) to facilitate the filing of state and/or local license renewal applications of any such Liquor License or Food Permit so as to secure the continued ability to sell and serve alcoholic beverages and food at the Locations to the extent allowed by applicable law; *provided, however*, that, without limiting Manager's obligations set forth above in this Section 3(e), Manager shall pay any license fees and expenses required to be paid as part of such renewals or actions (including, without limitation, the providing of letters of credit and/or bonds as required by the various Governmental Bodies).

4. **Ownership and Maintenance.** Debtors agree that all equipment, facilities, and personal property necessary for operating the Locations, including, without limitation, glassware, dishwashing equipment, dispensing equipment, barware, pouring devices, storage areas, facilities, and cash registers shall be owned and maintained (and, if necessary, replaced) by Manager, and shall be insured during the Term for the benefit of Manager in accordance with this Agreement and the Asset Purchase Agreement (all such costs with respect to such insurance (including, without limitation, any premiums) to be paid for by Manager, except to the extent that net Revenues for the Locations are sufficient to pay for such costs with respect to the Locations).

5. **Payment.** Subject to the following provisions of this Section 5, all alcoholic beverages to be served at the Locations shall be purchased by Debtors and in the name of Debtors as the holders of the Liquor Licenses for the Locations. Without limiting any other term of this Agreement, Revenues will be used to pay for all alcoholic beverages sold and served at the Locations, as well as for Manager's costs and expenses in operating the Locations; *provided, however*, that if such Revenues are not sufficient to pay for such costs, expenses, liabilities, and obligations with respect to the alcoholic beverages sold and served at the Locations, Manager shall, promptly following the written request by Debtors, advance to Debtors an amount equal to the difference of the sum of such costs, expenses, liabilities and obligations less such Revenues, which advance shall be offset from future Revenues collected during the Term. All alcoholic beverage purchases shall be made in customary fashion consistent with past practice and as may be reasonably requested by Manager. To the extent required by local law, Debtors shall maintain a checking account in the name of the holder of the Liquor License and/or Food Permit, as applicable. Notwithstanding anything to the contrary in this Agreement, Manager hereby acknowledges that Debtors give no assurance whatsoever that the arrangements set forth in this Agreement will cause the operations of the Locations during the Term to comply with applicable laws.

6. **Insurance.** During the Term, Manager shall keep in full force and effect: (a) commercial general liability insurance with [●], or another insurer reasonably acceptable to Debtors, with limits of at least \$1,000,000.00 per occurrence for personal injury and death and property damage, which shall, among other risks, include coverage against all claims arising out of alleged liquor law or dram shop liability, and such commercial general liability policy shall name Debtors as additional insureds for so long as Debtors hold any Liquor Licenses and Food Permits or otherwise have any ongoing obligations under this Agreement; (b) any bonds or financial instruments required by any Liquor License or Governmental Body responsible for issuing such Liquor License; and (c) worker's compensation insurance as required by law. During the Term, Debtors shall use commercially reasonable efforts (but at no cost or expense to any Debtor and in any event without any obligation to initiate or otherwise participate in any litigation or similar proceeding) to: (i) keep each Liquor License and Food Permit in full force and effect; and (ii) to the extent that Debtors' obligations under this Agreement are insurable, maintain commercial general liability insurance for the benefit of Manager insuring Debtors' obligations under this Agreement and naming Manager as an additional insured, in accordance with Debtors' standard corporate insurance policies, processes and procedures (all such costs with respect to such insurance (including, without limitation, any premiums) to be paid for by Manager, except to the extent that net Revenues for the Locations are sufficient to pay for such costs with respect to the Locations).

7. **Termination.** In the event that any party hereto violates: (a) any condition of this Agreement, and such violation remains uncured for five (5) Business Days after notice thereof to the violating party; or (b) any Legal Requirement (i) after issuance of a final decision is either not appealed or is upheld on appeal, or (ii) upon the issuance of a second citation alleging a violation of any Legal Requirement prior to a finding as per clause (i) hereof, where there is a finding of the applicable authority adverse to Debtors or Manager, the non-violating party shall have the right to terminate this Agreement immediately after five (5) Business Days' written notice to the violating party; *provided* that, if a violation of subparagraph (b)(i) or (b)(ii) above would not constitute a crime under applicable law and can be cured by payment of a fine or otherwise, the non-violating party may not terminate this Agreement if the violating party cures such violation within the earlier to occur of (A) the time required by law or set forth in the citation, or (B) ten (10) Business Days after such decision is upheld on appeal, or if no appeal is filed, the last day permitted for filing an appeal. Upon the issuance to Manager of the required transferred or newly-issued Liquor Licenses or Food Permits for a Location, Debtors shall (x) deliver promptly the original Liquor Licenses or Food Permits, as the case may be, for such Location to Manager or to the pertinent Governmental Body, (y) notify the pertinent Governmental Body that it is surrendering the original Liquor License(s) or Food Permit(s), as the case may be, and desires that they be canceled, and/or (z) take such other action with respect to the pertinent Governmental Body as it may desire to effect and confirm the cancellation of the original Liquor License(s) or Permit(s), as the case may be and as if it had actually surrendered the original Liquor License(s) or Food Permit(s); *provided* that, the foregoing notwithstanding, (1) Manager shall retain to the fullest extent allowed by applicable laws the right to sell and transfer to a legally qualified purchaser any Liquor License or Food Permit once Manager secures the appropriate Liquor License or other approval pursuant to applicable Legal Requirements, and (2) upon Manager's written request, Debtors shall use commercially reasonable efforts (but at no cost or expense to any Debtors and in any event without any obligation to initiate or otherwise participate in any litigation or similar proceeding) to cooperate with Manager to sell and transfer such Liquor License or Food Permit designated by

Manager and held by Debtors to one or more third parties identified by Manager to the extent that such sale and transfer is permitted by applicable Legal Requirements, and the proceeds of any such sale and transfer shall inure to Manager. “Legal Requirements” means any applicable federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, notice requirement, guideline, Order, specification, determination, decision, opinion or interpretation issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body, including to the extent applicable to maintaining each relevant Liquor License and obtaining its respective Liquor License Approval.

## 8. General.

8.1 Time is of the essence in this Agreement. Manager agrees to work diligently to secure the Liquor Licenses at the Locations and all necessary authorizations, consents, and approvals to transfer the Food Permits at the Locations in its name, and Debtors agree to cooperate in all reasonable respects with Manager at Manager’s sole cost and as reasonably may be necessary (but in any event without any obligation of any Debtor to initiate or otherwise participate in any litigation or similar proceeding).

8.2 This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware and valid as recognized by relevant Governmental Bodies and applicable Locations.

8.3 This Agreement contains the entire agreement among the parties hereto with respect to the subject matter of this Agreement, and all negotiations or prior understandings are merged herein. No modification or amendments to this Agreement shall be effective unless in writing and signed by each party hereto; *provided, however*, that Manager may remove Locations, Liquor Licenses, and Food Permits from Schedules 1, 2 and 3, respectively, by written notice to Debtors no later than seven (7) days prior to the Effective Date.

8.4 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assigns, transferees, personal representatives, executors, and heirs, provided that no party may assign any of its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed. For the avoidance of doubt, no assignment by any party hereunder shall be deemed to release, discharge, or otherwise limit the assigning party’s obligations hereunder.

8.5 Nothing contained herein shall be construed as to constitute the relationship hereby created as an employment, agency, partnership, or a joint venture, neither Debtors nor Manager having any authority to make any binding agreement or commitment on behalf of the other.

8.6 Without limiting any party’s right to appeal any order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (b) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy

Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court; *provided, however*, that if the Chapter 11 Cases have closed or the Bankruptcy Court refuses to exercise jurisdiction, the parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the federal court of the United States sitting in the city of Wilmington, Delaware, and any appellate court thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8.7 Purchaser hereby irrevocably, unconditionally, and absolutely guarantees to Debtors the prompt payment and performance by Manager of all of its obligations under this Agreement. Purchaser waives any and all defenses, claims, setoffs, and discharges with respect to such obligations, except the defense of discharge by payment and performance in full. Purchaser will not exercise or enforce any right of contribution, reimbursement, recourse, or subrogation as to any such obligations against Manager until such time as all such obligations have been fully and indefeasibly paid and performed. If Debtors commence litigation to enforce this Section 8.7 and are the prevailing party(ies) in such litigation, Purchaser shall pay all out of pocket costs and expenses incurred by Debtors, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Section 8.7.

8.8 Notwithstanding anything to the contrary herein, Manager and Debtors expressly acknowledge and agree that nothing in this Agreement shall be deemed to limit, modify or otherwise affect any covenant, acknowledgment, disclaimer (including, without limitation, Section 7) or other provision of the Asset Purchase Agreement which survives the Closing.

8.9 No past, present or future stockholder, director, officer, employee, trustee (including, without limitation, any chapter 7 or liquidating trustee), or incorporator of or for Debtors or Manager shall have any liability for any obligation or Liability of Debtors or Manager, as the case may be, under this Agreement or for any claim, counter-claim, cause of action or demand based on, in respect of, or by reason of, the arrangements contemplated herein.

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the Effective Date.

**DEBTORS:**

iPic-Gold Class Entertainment, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

iPic Texas, LLC Inc., a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MANAGER:**

Cinemex Holdings USA, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**PURCHASER IS JOINING IN THIS AGREEMENT FOR PURPOSES OF AGREEING TO THE PROVISIONS OF SECTION 8.7 ABOVE:**

Cinemex Holdings USA, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 1**

**Locations**

**SCHEDULE 2**

**Liquor Licenses**

**SCHEDULE 3**

**Food Permits**

**EXHIBIT A**

**Asset Purchase Agreement**

**Exhibit "F"**

**ASSUMPTION AGREEMENT**

This Assumption Agreement (this "***Assumption***") is entered into as of this \_\_\_\_ day of [\_\_\_\_], 2019, by \_\_\_\_\_, a \_\_\_\_\_ (the "***Purchaser***") in favor of \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, each of the foregoing (other than Purchaser) being a chapter 11 debtor and debtor in possession under jointly administered Case No. 19-11739 (LSS) in the Bankruptcy Court (the "***Sellers***"). This Assumption is entered into with respect to the following facts and circumstances:

H. Sellers and Purchaser have heretofore entered into that certain Asset Purchase Agreement dated [\_\_\_\_], 2019 (the "***Purchase Agreement***"). Except for terms specifically defined herein, the capitalized terms used in this Assumption shall have the same meanings as capitalized terms used in the Purchase Agreement.

I. Concurrently with the execution and delivery of this Assumption, Purchaser and Sellers are consummating the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which Purchaser hereby acknowledges, Purchaser hereby agrees as follows:

7. Assumption. Effective as of the Closing Date, Purchaser hereby assumes and agrees to perform all of the Assumed Liabilities in accordance with their terms as expressed in the Purchase Agreement.

8. Amendments. This Assumption may only be amended by a writing signed by both Purchaser and Sellers.

9. Governing Law. This Assumption shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

10. Execution in Counterparts. This Assumption may be executed in counterparts and delivered by the delivery of facsimile signatures; *provided, however*, that if the Parties exchange facsimile or electronic pdf signatures, each of them agrees to provide the other with a copy of this Assumption bearing their original signature promptly thereafter.

IN WITNESS WHEREOF, Purchaser has executed this Assumption Agreement as of the day and year first set forth above.

**PURCHASER:**

\_\_\_\_\_ ,

a \_\_\_\_\_ ,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit “G”**

**Form of Sale Order**

**[To Be Attached]**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

iPic-Gold Class Entertainment LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-11739 (LSS)

(Jointly Administered)

**ORDER (A) APPROVING ASSET PURCHASE AGREEMENT AND  
AUTHORIZING THE SALE OF CERTAIN OF THE  
DEBTORS' ASSETS; (B) AUTHORIZING THE SALE OF ASSETS  
FREE AND CLEAR OF ALL LIENS, CLAIMS, RIGHTS, ENCUMBRANCES AND  
OTHER ADVERSE INTERESTS PURSUANT TO BANKRUPTCY CODE SECTIONS  
105, 363(b), 363(f) AND 363(m); (C) ASSUMING AND ASSIGNING CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (D) GRANTING  
RELATED RELIEF**

Upon the Motion (the "Sale Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors")<sup>2</sup> in the above-referenced jointly administered chapter 11 cases (the "Chapter 11 Cases"), for entry of an order (this "Sale Order"), pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), and rules 1005, 2002, 6004, 6006, and 9007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (a) approving the *Asset Purchase Agreement* dated [\_\_\_\_\_], 2019 (including all schedules, exhibits, and ancillary documents and as may be amended, supplemented or modified from time to time in accordance with the terms thereto, the "APA,"

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: iPic Entertainment Inc. (9582); iPic-Gold Class Entertainment, LLC (4684); iPic Gold Class Holdings LLC (6315); iPic Media, LLC (0150); iPic Texas, LLC (N/A); and Delray Beach Holdings LLC (1035). The Debtors' principal place of business is 433 Plaza Real, Suite 335, Boca Raton, FL 33432.

<sup>2</sup> For all purposes herein, the term "Debtors" excludes iPic Entertainment Inc., which entity is not a seller of any of the assets with respect to the Sale Motion.

attached hereto as Exhibit 1<sup>3</sup> between certain of the Debtors and Cinemex Holdings USA, Inc. (together with its permitted designees, successors and permitted assigns, the “Purchaser”), a Delaware corporation, as buyer, and such other agreements to be entered into among the parties thereto as contemplated therein, pursuant to which the Debtors have agreed to sell, and Purchaser has agreed to acquire, certain assets of the Debtors (collectively, and as specifically set forth and defined in the APA, the “Purchased Assets”) other than the Excluded Assets, and the Debtors have agreed to transfer and Purchaser has agreed to assume certain of the liabilities of the Debtors (collectively, and as specifically set forth and defined in the APA, the “Assumed Liabilities”) other than the Excluded Liabilities; (b) authorizing the sale of the Purchased Assets free and clear of all interests, including any Adverse Interests (as defined herein), other than Permitted Encumbrances (as defined in the APA) and Assumed Liabilities, to the maximum extent permitted under sections 105, 363(b), 363(f), and 363(m) of the Bankruptcy Code; (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases of the Debtors in accordance with the Bidding Procedures Order (as defined below), this Sale Order and the APA; and (d) granting related relief; and the Debtors having determined that the sale of the Purchased Assets pursuant to the APA is the highest or otherwise best offer for the Purchased Assets after the completion of the auction conducted on October 17, 2019 (the “Auction”) in accordance with the Bidding Procedures Order; and the Court having conducted a sale hearing on October 28, 2019 (the “Sale Hearing”) to consider approval of the sale of the Purchased Assets to the Purchaser pursuant to the APA; and all parties-in-interest having been

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<sup>3</sup> Terms not otherwise defined herein shall have the meanings set forth in the APA.

heard or had the opportunity to be heard regarding the approval of the sale of the Purchased Assets, the APA and the transactions contemplated thereby; and it appearing that due notice of the Sale Motion, the APA, the Bidding Procedures Order and the Auction has been provided; and upon the Sale Motion and supporting documentation filed in connection therewith, and the Court having previously approved bidding procedures for the sale [Docket No. 273] (the “Bidding Procedures Order”); and the Court having reviewed and considered the Sale Motion and any objections or responses thereto; and upon the record of the Sale Hearing and the full record of the Chapter 11 Cases; and it appearing that the Court has jurisdiction over this matter the Court having determined that the relief sought in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and all parties-in-interest and, that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY FOUND AND DETERMINED THAT:<sup>4</sup>

**A. Jurisdiction and Venue.** The Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estate pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M)-(O). Venue of the Chapter 11 Cases and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**B. Statutory Predicates.** The statutory predicates for the relief sought herein are 11 U.S.C. §§ 105, 363, and 365, and Fed. R. Bankr. Proc. 2002, 6004, 6006, and 9007.

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<sup>4</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

C. **Notice.** Proper, timely, adequate and sufficient notice of the Sale Motion and the relief requested therein, the Auction, the Sale Hearing, the assumption and assignment of the Purchased Contracts and related transactions described in the APA (all such transactions being collectively referred to as the “Sale Transactions”), has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9007 and in compliance with the Bidding Procedures Order, and such notice was good, sufficient, and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the relief requested therein and all matters relating thereto, the Auction, the Sale Hearing, the Sale Transactions or entry of this Sale Order is or shall be required.

D. **Assignment Notices.** The Debtors have filed and served assignment notices (the “Assignment Notices”) upon all non-Debtor counterparties to all Purchased Contracts notifying such parties that the Debtors seek to assign such contracts on the Closing Date as provided in the APA. [Docket Nos. 282, 311, 356 and 365]

E. **Opportunity to Object and Bid.** On August 14, 2019, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors (the “Committee”). No request has been made for the appointment of a trustee or an examiner in the Chapter 11 Cases. The Committee, creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to object to the Sale Transactions. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

**F. Compliance with Local Rules.** The Debtors have complied in all respects with Local Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), establishing guidelines for the conduct of asset sales.

**G. Corporate Authority.** Upon entry of this Sale Order, the Debtors will have (i) full corporate power and authority to execute, deliver and perform their respective obligations under the APA, and consummate the Sale Transactions pursuant to the APA and all other documents contemplated thereby, and (ii) no consents or approvals, other than those expressly provided for in the APA, are required for the Debtors to consummate the Sale Transactions.

**H. Ownership.** The Debtors are the sole and lawful owners of the Purchased Assets, title thereto is presently vested in the Debtors’ estates within the meaning of Section 541(a) of the Bankruptcy Code, and no other person or entity has any ownership right, title or interest therein, except for the liens and claims described in that certain Final DIP Order<sup>5</sup> and the Interim DIP Order<sup>6</sup> (collectively, the “DIP Orders”), as applicable.

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<sup>5</sup> The Final DIP Order shall mean that certain *Final Order: (A) Authorizing Debtors in Possession to (I) Obtain Postpetition Financing Pursuant to U.S.C. §§ 105, 362, 363, and 364, (II) Grant Liens and Superpriority Claims to Postpetition Lenders Pursuant to 11 U.S.C. § 364; (III) Use Cash Collateral, and (IV) Provide Adequate Protection to Prepetition Credit Parties, and (B) Modifying Automatic Stay Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364 [Docket No. 322].*

<sup>6</sup> The Interim DIP Order shall mean that certain *Interim Order: (A) Authorizing Debtors in Possession to (I) Obtain Postpetition Financing Pursuant to U.S.C. §§ 105, 362, 363, and 364; (II) Grant Liens and Superpriority Claims to Postpetition Lenders Pursuant to 11 U.S.C. § 364; (III) Use Cash Collateral; and (IV) Provide Adequate Protection to Prepetition Credit Parties, (B) Modifying Automatic Stay Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364, and (C) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) and Local Bankruptcy Rule 4001-2 [Docket No. 48].*

**I. Prompt Consummation.** It is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest to sell the Purchased Assets within the time constraints set forth in the Sale Motion and the APA. The Sale Transactions must be approved and consummated promptly as provided herein in order to maximize the value of the Purchased Assets for the Debtors' estates.

**J. Compliance with Bidding Procedures Order.** As demonstrated by (i) the Declaration of David M. Baker in support of First Day Motions [Docket No. 4], (ii) the testimony and/or other evidence proffered or adduced at the hearing with respect to the Bidding Procedures Order held on September 11, 2019 (the "Bidding Procedures Hearing"), (iii) the testimony and/or other evidence proffered or adduced at the Sale Hearing, and (iv) the representations of counsel made on the record at each of the Bidding Procedures Hearing and the Sale Hearing, the Debtors and their advisors have marketed the Purchased Assets and conducted a fair and open marketing and sale process in compliance with, and has otherwise complied in all material respects with, the Bidding Procedures Order.

**K. Marketing Process.** The marketing and bidding processes implemented by the Debtors and their advisors, as set forth in the Sale Motion, the Bidding Procedures Order, and supporting documentation filed in connection therewith, were fair, proper, complete, non-collusive, in good faith, substantively and procedurally fair to all parties and to each person or entity that desired to participate in the Auction and provided notice and an adequate opportunity for interested parties to (i) conduct due diligence investigations, (ii) submit higher or otherwise improved bids to purchase the Purchased Assets of the Debtors, (iii) object and be heard in

connection with the Sale Motion, the Assignment Notices and the relief granted by this Sale Order, and (iv) were reasonably calculated to result in the highest or otherwise best offer for the assets of the Debtors.

**L. Business Judgment.** The Debtors have articulated good, sufficient, and sound business reasons for entering into the APA and consummating the Sale Transactions outside (i) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the sale of the Purchased Assets is necessary and appropriate to preserve and maximize the value of the Debtors' estates. It is a reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties to consummate the Sale Transaction.

**M. Best Interests.** Approval of the APA and the consummation of the Sale Transactions are in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest under applicable bankruptcy and non-bankruptcy law.

**N. Highest or Otherwise Best.** After conclusion of the Auction in accordance with the Bidding Procedures Order, the Debtors determined in a valid and sound exercise of their business judgment that the Purchaser's bid for the Purchased Assets, as memorialized in the APA and any other documents contemplated therein, is the highest or otherwise best offer received for the Purchased Assets and will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative. The purchase price to be paid by the Purchaser pursuant to the APA is fair and reasonable consideration for the sale of the Purchased Assets and assumption and assignment of the

Assumed Liabilities and will provide a greater recovery for the Debtors' estates than would have been provided by any other available alternative. Such purchase price constitutes reasonably equivalent value and fair and adequate consideration for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and the laws of the United States, any state, territory, possession thereof or the District of Columbia, as determined by the marketing and auction process.

**O. Arm's-Length Transaction.** The APA and the Sales Transactions were negotiated, proposed and entered into by and between the Debtors and the Purchaser without collusion or fraud of any kind, in good faith and at arm's-length bargaining positions. The Purchaser is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the Purchaser and the Debtors. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the APA to be avoided or be the basis for an award for monetary damages under Bankruptcy Code section 363(n). Specifically, the Purchaser has not acted in a collusive manner with any person and the purchase price was not controlled by any agreement among bidders. The terms and conditions set forth in the APA are fair and reasonable under these circumstances and were not entered into with the intent to, nor for the purpose of, nor do they have the effect of, hindering, delaying or defrauding the Debtors or their creditors under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and the laws of the United States, any state, territory, possession thereof or the District of Columbia.

**P. Good Faith.** All of the actions taken by the Purchaser and its officers, directors, agents, representatives, employees, counsel and other professionals in connection with the APA, the Auction and the bidding process have been taken in good faith, as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The Purchaser is entering into the Sale Transactions as a good faith purchaser of the Purchased Assets within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

**Q. Sale and Transfer Free and Clear.** Except for the liabilities assumed by the Purchaser pursuant to the APA, a sale of the Purchased Assets other than one pursuant to section 363(f) of the Bankruptcy Code and one free and clear of liens, claims, defenses (including rights of setoff and recoupment) and interests, including, without limitation, security interests of whatever kind or nature, all obligations, mortgages, conditional sales or title retention arrangements, pledges, deeds of trust, hypothecations, liens, encumbrances, encroachments, servitudes, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, rights of first refusal, rights of first offer, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes, including, without limitation, bulk sale taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, Employee Retirement Income Security Act of 1974 (“ERISA”), wages and benefits, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (“CERCLA”), alter ego and other liabilities, causes of action, proxies, voting trusts or agreements, transfer restrictions under any

agreement, other contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including all “claims” as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, allowed or disallowed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including any and all such liabilities, causes of action, contract rights and claims arising out of Debtors’ continued operations following the Closing Date (collectively, “Adverse Interests”), and without the protections of this Sale Order, would hinder the Debtors’ ability to obtain the consideration provided for in the APA and thus would materially and adversely affect the value that the Debtors’ estates would be able to obtain for a sale of the Purchased Assets. But for the protections afforded to the Purchaser under the Bankruptcy Code and this Sale Order, the Purchaser would not have offered to pay the consideration contemplated in the APA. In addition, each entity with an Adverse Interest upon the Purchased Assets (i) has consented to the Sale Transactions or is deemed to have consented to the Sale Transactions, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Adverse Interests who did not object, or

who withdrew their objections, to the Sale Motion are deemed to have consented to the sale of the Purchased Assets free and clear of such holders' Adverse Interests pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Adverse Interests in any Purchased Assets are adequately protected – thus satisfying section 363(e) of the Bankruptcy Code – by having their Adverse Interests, if any, attach to the proceeds derived from the Sale Transactions, as provided herein.

**R. Adequate Assurance.** The assumption and assignment of the Purchased Contracts pursuant to the terms of the APA, the Bidding Procedures Order and this Sale Order is integral to the Sale Transactions and is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

**S. Cure Costs.** Other than paying the amounts set forth on *Exhibit 2* to this Sale Order, which represent the cure costs due under each Purchased Contract to be assumed and assigned pursuant to Section 365(b) of the Bankruptcy Code (the "Cure Costs"), the Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Purchased Contracts. The Debtors have (i) cured any monetary or non-monetary default existing prior to the Closing Date under all of the Purchased Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, other than the failure to pay amounts equal to the Cure Costs or defaults that are not required to be cured as contemplated in such section of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default existing prior to the Closing Date under any

of the Purchased Contracts, within the meaning of section 365(b)(1)(B) and 365(b)(3) of the Bankruptcy Code. Further, the Purchaser provided adequate assurance of its future performance under the relevant Purchased Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) and 365(f)(2)(B) of the Bankruptcy Code. Any counterparty to any of the Purchased Contracts that has not objected to the assumption by the Debtors and assignment to the Purchaser of the applicable contract or lease, or to the amount of the Cure Costs proposed by the Debtors in the Assignment Notices, or that has withdrawn its objection, is deemed to have consented to the assumption and assignment of such Purchased Contract or the amount of such Cure Costs, as applicable.

**T. Assignment Free and Clear.** Each of the Purchased Contracts shall be assumed by the Debtors and assigned to the Purchaser free and clear of all Adverse Interests (other than the Permitted Encumbrances and Assumed Liabilities) against the Purchaser notwithstanding any provision in the Assumed Contracts or other restrictions prohibiting their assignment or transfer.

**U. Avoidance and Successor Liability.** The transfer of the Purchased Assets (including any individual elements of the Sale Transactions) to the Purchaser pursuant to the APA (i) does not constitute an avoidable transfer under the Bankruptcy Code or under applicable bankruptcy or non-bankruptcy law, and (ii) does not, and will not, subject the Purchaser or any of its affiliates, successors or assigns, or any of their respective assets (including the Purchased Assets), to any liability whatsoever with respect to the operation of the Business prior to the Closing of the Sale Transactions or by reason of such transfer under the

laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, to the greatest extent permitted by applicable law, including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability. By virtue of the consummation of the Sale Transactions, (i) the Purchaser is not a continuation of the Debtors and their respective estates, and there is no continuity or continuity of enterprise between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, (ii) the Purchaser does not intend to hold itself out to the public as a mere continuation of the Debtors or their respective estates, and (iii) the Sale Transactions do not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates. Accordingly, none of the Purchaser and its affiliates, successors and assigns are, nor shall they be, deemed a successor to the Debtors and/or the Debtors' respective estates as a result of the consummation of the Sale Transactions.

**V. Compliance with Non-Bankruptcy Law.** In satisfaction of sections 363(d) and 541(f) of the Bankruptcy Code, the transfer of property as contemplated by the Sale Transactions complies with applicable non-bankruptcy law governing such a transfer.

**W. Legal and Factual Bases.** The legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. **Motion.** The relief requested in the Sale Motion is hereby granted as provided herein.

2. **Objections.** All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included in such objections are hereby overruled on the merits with prejudice and denied. All parties and entities given notice of the Sale Motion and/or the Sale Transactions that failed to timely object or that withdrew their objection thereto (if any) are deemed to consent to the relief sought therein.

3. **Incorporation of Bidding Procedures.** This Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the Bidding Procedures Hearing are incorporated herein by reference.

4. **Sale Approval.** The APA, the Sale Transactions and all of the terms and conditions contemplated by the APA are hereby authorized and approved pursuant to sections 105(a), 363(b), 363(f) and 365(a) of the Bankruptcy Code. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are authorized to consummate the Sale Transactions pursuant to and in accordance with the terms and conditions of the APA. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate, and implement the APA together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Transactions, to effectuate the provisions of this Sale Order and the transactions approved hereby, and to take all further actions as may be required of the Debtors under the APA or requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or its assignees or designees, or reducing to possession, the Purchased Assets, or as may be necessary or

appropriate to the performance of the obligations as contemplated by the APA without any further corporate action by the Debtors or order by the Court. The failure to specifically include any particular provision of the APA in this Sale Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the APA and each and every provision, term and condition thereof be authorized and approved in its entirety.

5. **Deposit.** The Debtors shall (a) hold the Deposit funded by the Successful Bidder (as defined in the Bidding Procedures Order) in accordance with the APA and release and deliver such Deposit pursuant to the terms of the APA, and (b) hold the Deposit funded by any Backup Bidder, as defined in and in accordance with the Bidding Procedures Order, and release and deliver such Deposit not less than three (3) business days after the Closing of the Sale Transaction with the Successful Bidder for the applicable assets.

6. **Transfer of the Purchased Assets.** As of the Closing Date, the Sale Transactions shall immediately effect a legal, valid, enforceable and effective sale and transfer of the Purchased Assets to the Purchaser and shall vest the Purchaser with all right, title and interest of the Debtors in and to, and possession of, the Purchased Assets. Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets on the Closing Date.

7. **Free and Clear.** The transfer of the Purchased Assets shall vest the Purchaser, or its assignees or designees, with all right, title and interest of the Debtors in the Purchased Assets pursuant to sections 105(f), 363(b), 363(f) and 365 of the Bankruptcy Code, free and clear of any and all Adverse Interests (other than Permitted Encumbrances and Assumed

Liabilities). Any and all such Adverse Interests (other than Permitted Encumbrances and Assumed Liabilities) shall attach to the net proceeds of the Sale Transactions with the same priority, validity, force and effect as they now have against the Purchased Assets.

All persons and entities asserting or holding any Adverse Interests (other than Permitted Encumbrances and Assumed Liabilities) in or with respect to the Purchased Assets shall be forever barred, estopped and enjoined from asserting, prosecuting or otherwise pursuing such Adverse Interests (other than Permitted Encumbrances and Assumed Liabilities) against the Purchaser and/or its successors and assigns, their respective properties or the Purchased Assets. All persons and entities shall be precluded from asserting against the Purchaser, or its assets or properties, any Adverse Interests based upon any act or omission, transaction or other activity of any kind or nature of the Debtors that occurred prior to or after the Closing Date. Following the Closing Date, no holder of any Adverse Interest shall interfere with the Purchaser's title to, or use and enjoyment of, the Purchased Assets based on or related to any such Adverse Interest, or based on any action the Debtors may take in these Chapter 11 Cases. The holders of claims related solely to the Permitted Encumbrances and Assumed Liabilities shall have the right to seek payment directly from the Purchaser on account of such Permitted Encumbrances and Assumed Liabilities; *provided*, that the Purchaser reserves all rights, defenses and objections with regard to such Permitted Encumbrances and Assumed Liabilities, including the Purchaser's rights hereunder and under the APA.

8. **Binding Conveyance.** On the Closing Date, this Sale Order shall be considered, and constitute for any and all purposes, a legal, valid, binding, effective and

complete general assignment, conveyance and transfer of the Purchased Assets and a bill of sale or assignment transferring indefeasible title in the Purchased Assets to the Purchaser and shall vest Purchaser with good and marketable title to the Purchased Assets.

9. **Governmental Actions.** All (i) agencies, departments and other entities, including any filing agents, filing officers, title agents, title companies or title agents, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state and local officials, and (ii) other persons, in each case, who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets, shall be authorized to take any such actions in connection with the Sale Transactions or this Sale Order, and this Sale Order shall be binding upon such entities or persons. All entities or persons described in this paragraph shall strike all recorded Adverse Interests against the assets of the Debtors from their records, official and otherwise.

10. **Release of Liens.** If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Adverse Interests against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements or instruments of satisfaction or release of all Adverse Interests that such person or entity has with respect to such Purchased Assets, then (only with regard to the Purchased Assets that are purchased by the Purchaser pursuant to the APA and this Sale

Order), (a) the Debtors are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Assets that are necessary or appropriate to effectuate the Sale Transactions, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate and (b) the Purchaser is hereby authorized and empowered to cause to be filed, registered or otherwise recorded a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Adverse Interests against the Purchaser and the Purchased Assets. Each and every federal, state, or local government agency, department or office is authorized to accept this Sale Order as a recordable form sufficient to be placed in the filing or recording system of such agency, department or office.

11. **Survival of Sale Order; Effect on Parties.** This Sale Order and the terms and provisions of the APA shall be binding on all creditors of the Debtors (whether known or unknown), the Debtors, the Purchaser, and each of their respective affiliates, successors and assigns, and any affected third parties, including all persons asserting an interest in the Purchased Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be

binding. The provisions of this Sale Order and the terms and provisions of the APA, and any actions taken pursuant hereto or thereto, shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtors or converting these Chapter 11 Cases from chapter 11 to chapter 7 under the Bankruptcy Code, and the terms and provisions of the APA, as well as the rights and interests granted pursuant to this Sale Order and the APA, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Purchaser and their respective successors and permitted assigns.

12. **Surrender of the Purchased Assets.** All entities who are presently, or who as of the Closing Date may be, in possession of some or all of the Purchased Assets shall surrender possession of the relevant Purchased Assets to the Purchaser as of the Closing Date. On the Closing Date and subject to the Adverse Interests attaching to the proceeds of the Sale Transactions as provided for in this Sale Order, each creditor of the Debtors' is authorized to execute such documents and take all other actions as may be reasonably necessary to release its interests or Adverse Interests in the Purchased Assets, if any, as such Interests or adverse claims may have been recorded or may otherwise exist.

13. **No Successor Liability.** The Purchaser shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Sale Transactions, or the transfer, operation or use of the Purchased Assets, to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Purchaser, with respect to any obligations arising after the Closing Date, as an assignee under the Purchased Contracts), (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be an alter ego or a mere continuation or

substantial continuation in any respect of the Debtors, based in whole or part, directly or indirectly, on any theory of derivative, successor or vicarious liability of any character, including within the meaning of or based upon any theory of any foreign, federal, state or local revenue, pension, antitrust, ERISA, tax, labor, employment, welfare and benefits, environmental, product safety, consumer protection, privacy or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any right or option to effect any forfeiture modification, right of first refusal, or termination of the Debtors' or the Purchaser's interest in the Purchased Assets, or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, in each case, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets or the Business prior to the Closing Date, or such later time as the Purchaser is assigned and assumes any Purchased Contract (as described above, "Successor or Transferee Liability"). Except as otherwise specifically set forth in the APA, the Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.), CERCLA or any foreign, federal, state or local labor, employment or environmental law, whether of similar import or otherwise, by virtue of the Purchaser's purchase of the Purchased Assets or assumption of the Assumed Liabilities. Effective upon the Closing Date, all persons and entities are forever barred and

estopped and enjoined from pursuing any Successor or Transferee Liability against the Purchaser and/or its successors, their respective properties or the Purchased Assets.

14. **Substantial Consideration.** The Purchaser has given substantial consideration under the APA for the benefit of the holders of any Adverse Interest, which shall constitute valid and valuable consideration for any potential claims of Successor or Transferee Liability of the Purchaser.

15. **No Employment Liability.** Except as otherwise specifically set forth in the APA, nothing in this Sale Order or the APA shall require the Purchaser to (a) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtors or their affiliates are a party or have any responsibility therefor including medical, welfare and pension benefits payable after retirement or other termination of employment, or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including pension plans) or the termination of any such plan, arrangement or agreement.

16. **Bulk Sale Laws Inapplicable.** No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transactions contemplated by the APA.

17. **Good Faith.** The Sale Transactions have been undertaken by the Debtors and the Purchaser at arm's-length, without collusion. The Purchaser will acquire the Purchased

Assets pursuant to the APA and any other documents contemplated thereby in good faith under section 363(m) of the Bankruptcy Code and the Purchaser, or its assignees or designees, shall be entitled to all of the protections provided in accordance therewith. The consideration provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable, and neither the Sale Transactions nor any element of the Sale Transactions, may be avoided or be the basis for an award of monetary damages under section 363(n) of the Bankruptcy Code.

18. **Required Permits.** To the extent authorized under applicable non-bankruptcy law, the Debtors are hereby authorized to assign all state and federal licenses and permits used in connection with the Purchased Assets and the Business to the Purchaser in accordance with the terms of the APA.

19. **Assumption and Assignment of Contracts.** Pursuant to sections 105(a) and 365 of the Bankruptcy Code, the Debtors shall, on the Closing Date, assume and assign the Purchased Contracts to the Purchaser, pursuant to the terms of the APA, free and clear of all Adverse Interests (other than Permitted Encumbrances and Assumed Liabilities). Payment of the Cure Costs by the Purchaser (a) cures all monetary defaults existing thereunder as of the assignment of the Purchased Contracts to the Purchaser in accordance with the terms of the APA; (b) compensates the applicable counterparties to the Purchased Contracts for any actual pecuniary loss resulting from such default; and (c) together with the assumption of the Purchased Contracts by the Debtors and the assignment of such Purchased Contracts to the Purchaser, constitutes adequate assurance of future performance thereof. The Purchaser has provided adequate assurance of future performance under the Purchased Contracts within the meaning of

sections 365(b)(1)(c), 365(b)(3) and 365(f)(2)(B) of the Bankruptcy Code. Assignment Objections (as defined in the Bidding Procedures Order) were required to state, with specificity, the legal and factual bases for any objection and were required to have been filed with this Court and served so as to be received on the Notice Parties (as defined in the Bidding Procedures Order), by no later than October 24, 2019 at 4:00 p.m. (prevailing Eastern time) (or such other time as specified in any supplemental Assignment Notice filed prior to the Auction, the “Assignment Objection Deadline”). If no timely Assignment Objection with respect to a Purchased Contract was filed and served on the Notice Parties by the Assignment Objection Deadline, (a) the applicable Purchased Contract is hereby deemed subject to assumption and assignment as proposed by the Debtors and the Purchaser and (b) the Purchaser will be deemed to have provided or to be able to provide adequate assurance of future performance of the applicable Purchased Contract in satisfaction of section 365(f)(2)(B) of the Bankruptcy Code.

20. **Cure Objections.** If any counterparty to a Purchased Contract did not timely file a Cure Objection (as defined in the Bidding Procedures Order) and such Cure Objection was not received by the Notice Parties by the Cure Objection Deadline (as defined in the Bidding Procedures Order) or such other time as specified in any supplemental Assignment Notice filed prior to the Auction, such counterparty is deemed to have consented to the proposed Cure Cost related to its Purchased Contract. The counterparties to the Purchased Contracts are forever bound by the applicable Cure Costs and, upon payment of such Cure Costs as provided for herein and in the APA, are hereby enjoined from taking any action against the Purchaser with respect to any claim for cure under the Purchased Contracts, except as set forth in the APA.

21. **No Restriction on Assignment of Purchased Contracts.** Any provision in any Purchased Contract that prohibits, restricts or conditions the assignment of such Purchased Contract (including, without limitation, those of the type described in Sections 365(b),(e) and (f) of the Bankruptcy Code) or allows the counterparty to such Purchased Contract to impose any penalty, fee, increase in payment, profit sharing arrangement or other condition on renewal or extension, or to modify any term or condition upon the assignment of such Purchased Contract, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the Sale Transactions. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Purchased Contracts have been satisfied. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Purchased Contracts, and the Purchased Contracts shall remain in full force and effect for the benefit of the Purchaser, its successors and permitted assigns.

22. **Cure Payments.** The payment of the undisputed Cure Costs shall be deemed to discharge the Debtors' obligation to: (i) cure any defaults under the Purchased Contracts; and (ii) compensate, or provide adequate assurance that the Purchaser will promptly compensate, any non-debtor party to any of the Purchased Contracts for any actual pecuniary loss resulting from any default under any of the Purchased Contracts. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall have no liabilities for any claims arising or relating to or accruing post-Closing under any of the Purchased Contracts. Notwithstanding the foregoing

(i) the Purchaser shall have the benefit and the burden of all year-end adjustments and reconciliations for taxes, insurance, common area maintenance and similar charges under the Purchased Contracts (the “Adjustment Amounts”) regardless of whether such Adjustment amounts accrued or relate to a period before or after closing and (ii) the landlord counter parties at the assigned locations shall have the right to pursue the Debtor’s insurance policies for third-party indemnification claims arising prior to Closing.

23. **Purchaser Deemed Substitute; Release of Debtors.** Upon the assignment of the Purchased Contracts to the Purchaser on the Closing Date in accordance with the terms of the APA, the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Purchased Contract, and the Debtors and their estates shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the applicable Purchased Contract occurring after such assignment. The Purchaser shall pay any Cure Costs in accordance with the APA. There shall be no assignment fees, increases or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Purchased Contracts.

24. **Personal Exercise of Lease Rights.** Notwithstanding any term of the Purchased Contracts to the contrary, any extension, renewal or purchase options or other rights contained in the Purchased Contracts that purport to be personal only to the Debtors or to a named entity in the Purchased Contracts or to be exercisable only by the Debtors or by a named entity or an entity operating under a specific trade name may be freely exercised to their full extent by the Purchaser in accordance with the terms of the Purchased Contracts.

25. **Payment of Broker Fees.** A portion of the proceeds from the Sale Transactions shall be set aside by the Debtors following the Closing for purposes of satisfying the fees and expenses of PJ Solomon, L.P. and/or its affiliate PJ Solomon Securities, LLC, pending allowance of such fees and expenses by this Court by separate order.

26. **Other Provisions.** The Debtors shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability, without the prior written consent of the Purchaser. The Purchaser shall have standing in the Chapter 11 Cases to object to the validity, amount, or priority of any claim against the Debtors to the extent it would otherwise constitute an Assumed Liability, and this Court will retain the right to hear and determine such objections.

27. **APA Actions and Automatic Stay.** The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified with respect to the Debtors to the extent necessary, without further order of this Court, to allow the Purchaser to deliver any notice provided for in the APA and allow the Purchaser to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof. The Purchaser shall not be required to seek or obtain any further relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other sale-related document.

28. **Treatment of Amounts Paid to Purchaser.** All amounts, if any, to be paid by the Debtors to the Purchaser pursuant to the APA, including any allowed claims for breaches thereof, shall: (i) constitute allowed administrative expenses of the estates pursuant to

sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) not be altered, amended, discharged or affected by any plan proposed or confirmed in the Chapter 11 Cases without the prior written consent of the Purchaser, and (iii) be due and payable if and when any of the Debtors' obligations arise under the APA without further order of this Court.

29. **Terms of Sale Order and APA Control.** Nothing contained in (a) any chapter 11 plan confirmed in the Chapter 11 Cases, (b) any order confirming any such chapter 11 plan, or (c) any order of any type or kind in the Chapter 11 Cases, any subsequent chapter 7 cases in which the Chapter 11 Cases, may be converted or any related proceedings subsequent to the entry of this Sale Order shall conflict with or derogate from the provisions of the APA (or any agreement contemplated thereby) or this Sale Order, and to the extent of any conflict or derogation between this Sale Order or the APA (or any agreement contemplated thereby) and such future plan or order, the terms of this Sale Order and the APA (any agreement contemplated thereby) shall control. To the extent of any conflict between this Sale Order and the APA, the Sale Order shall control.

30. **Modifications.** The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in writing signed by both parties, and in accordance with the terms thereof, without further order of this Court, to the extent that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

31. **Binding Order.** This Sale Order and the APA shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtors, their

estates, members, managers and shareholders of the Debtors, all creditors of the Debtors (whether known or unknown), the Purchaser, all interested parties, and their respective successors and permitted assigns, including, without limitation, any trustee appointed in a chapter 7 case if the Chapter 11 Cases are converted from chapter 11 and all non-debtor counterparties and all other non-debtor parties asserting any Adverse Interests or adverse claims in the Purchased Assets.

32. **Non-Severability.** The provisions of this Sale Order are non-severable and mutually dependent.

33. **Order Immediately Effective.** Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon its entry, and the sale approved by this Sale Order may close immediately upon entry of this Sale Order, notwithstanding any otherwise applicable waiting periods.

34. **Retention of Jurisdiction.** This Court shall retain jurisdiction on all matters pertaining to the relief granted herein, including to interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, and all of the transactions contemplated thereby, including, but not limited to, retaining jurisdiction to adjudicate any dispute relating to the Sale Transactions or the proceeds thereof, the assumption, assignment and cure of any of the Purchased Contracts, to compel delivery of the Purchased Assets to the Purchaser or the Purchaser's assignees or designees, and to protect

the Purchaser or the Purchaser's assignees or designees against any Adverse Interests or adverse claims against or in the Purchased Assets.

Dated: \_\_\_\_\_, 2019

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HONORABLE LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**APA**

**Exhibit 2**

**Cure Costs**