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

In re:

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

Reorganized Debtors.
______________________________/

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

(Jointly Administered)

REORGANIZED DEBTORS' MOTION FOR APPROVAL OF SETTLEMENT AND COMPROMISE WITH MN THEATERS 2006 LLC PURSUANT TO FEDERAL RULE BANKRUPTCY PROCEDURE 9019

NEGATIVE NOTICE

Any interested party who fails to file and serve a written response to this motion within 21 days after the date of service stated in this motion shall, pursuant to Local Rule 9013-1(D), be deemed to have consented to the entry of an order in the form attached to this motion. Any scheduled hearing may then be canceled.

Cinemex Holdings USA, Inc. ("Cinemex Holdings"), CMX Cinemas, LLC ("CMX") and CB Theater Experience, LLC ("CB Theater" and, together with Cinemex Holdings and CMX, the "Reorganized Debtors"), by undersigned counsel, moves the Court (the "Motion"), pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an Order approving a compromise among: (i) the Reorganized Debtors; and (ii) creditor MN Theaters 2006 LLC ("MN Theaters" and together with the Reorganized Debtors, the "Parties"), which compromise is memorialized in the Settlement and Release Agreement (the "Settlement

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

Agreement") attached hereto as **Exhibit A**. In support of this Motion, the Reorganized Debtors respectfully state as follows:

Preliminary Statement

The issues between the Reorganized Debtors and MN Theaters have been substantial and contentious. Various disputes between the Parties have been adjudicated by the Court, including MN Theaters' challenge to the Reorganized Debtors' eligibility to proceed under Subchapter V, or have been previously resolved by the Parties, such as its objection to confirmation of the Reorganized Debtors' plan. At this point, the sole remaining issue in this case with MN Theaters is the pending objection to its proof of claim (Dkt. No. 218), which was set for evidentiary hearing on April 6, 2026 (and April 7, 2026 if necessary). After extensive negotiations and discovery, the Debtors and MN Theaters have reached a resolution of that claim objection which will permit the Reorganized Debtors to reduce the asserted proof of claim by nearly two-thirds – from about \$12.6 million to \$4.4 million – while avoiding the costs and risks of trial.

For these and other reasons set forth below, the Reorganized Debtors believe that the Settlement Agreement undeniably satisfies the standard for approval under Bankruptcy Rule 9019, is in the best interest of the Reorganized Debtors' estates, and should be approved.

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105 and 363 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rule 9019, and Local Rule 9019-1.

Background

4. On June 30, 2025 (the "Petition Date"), the Reorganized Debtors filed for bankruptcy protection in proceedings under Chapter 11 of Title 11 of the Bankruptcy Code, in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"), which cases are being jointly administered by the Bankruptcy Court under case number 25-17559.

5. Pursuant to an order entered by the Bankruptcy Court (*see* Dkt. No. 137), CB Theater Experience LLC rejected both its leases with MN Theaters (the "Leases") as of July 31, 2025, and MN Theaters took possession of both premises on that date.

6. On September 5, 2025, the Reorganized Debtors filed their Amended Plan of Reorganization (Dkt. No. 201) (the "Plan").

7. On September 8, 2025, MN Theaters filed Proof of Claim No. 23 asserting a general unsecured claim of at least $12,630,892.56, including asserted damages for repairs and remediation of at least $8,762,945 and asserted capped claims of at least $3,867,947.56.

8. On September 12, 2025, the Reorganized Debtors filed an objection to Proofs of Claim No. 23 and 21[2] (Dkt. No. 218) (the "Claim Objection"). The Claim Objection asserted that the maximum amount of MN Theaters' claim is $2,922,017.42. *See* Dkt. No. 218 at ¶ 17.

9. On November 17, 2025, the Bankruptcy Court entered an order confirming the Plan (Dkt. No. 394).

10. On December 1, 2025, the effective date of the Plan occurred (Dkt. No. 424).

[2] Proof of Claim No. 21 asserted a general unsecured claim in the same amount as Proof of Claim No. 23. On September 24, 2025, MN Theaters withdrew Proof of Claim No. 21 (Dkt. No. 236).

11. On January 13, 2026, the Bankruptcy Court entered an order setting the Claim Objection for an evidentiary hearing on April 6, 2026 and, if necessary, April 7, 2026 (Dkt. No. 441).[3]

12. Thereafter, the parties engaged in active discovery, which eventually led to fruitful settlement discussions.

RELIEF REQUESTED

13. Therefore, pursuant to Fed. R. Bankr. P. 9019(a) and 11 U.S.C. § 105(a), the Reorganized Debtors seek approval of the Settlement Agreement.

14. The following table summarizes the key terms of the Settlement Agreement:[4]

Allowance of MN Theaters' Claim	Subject to the terms and conditions of the Settlement Agreement and the Plan, MN Theaters shall be granted an allowed general unsecured claim in the total amount of Four Million Four Hundred Thousand and 00/100 dollars (US $4,400,000.00) (the "Allowed Claim").
Payment of MN Theaters' Claim	The Allowed Claim shall be satisfied through ratable distributions as set forth in the Plan with respect to Class 3 under the Plan.
Waiver of Rejection Damages	MN Theaters hereby irrevocably waives, releases, and forever discharges any and all rights to assert or recover rejection damages or other claims against the Reorganized Debtors or their bankruptcy estates arising under or related to the Leases, including but not limited to the Claim and any claims under 11 U.S.C. § 502(b)(6).
Adjustment of Proof of Claim	CB Theater shall instruct its claims agent (Omni Agent Solutions, Inc.) to record the Claim on Tenant's claims register as an allowed claim in the amount of the Allowed Claim.
Resolution of Claim Objection	Within two (2) business days after entry of an order of the Bankruptcy Court approving the Settlement Agreement, the Reorganized Debtors shall file with the Bankruptcy Court a Notice of Withdrawal of the Claim Objection.

[3] Should this instant Motion be approved by the Court, the evidentiary hearings will become moot. The Parties do not intend to proceed with the evidentiary hearing on April 6 or 7, 2026.

[4] Any terms not expressly defined in this Motion shall be defined as set forth in the Settlement Agreement. In the event of a conflict between this Motion and the Settlement Agreement, the Settlement Agreement shall control.

Mutual Releases	Except for the obligations expressly set forth in the Settlement Agreement, upon the Effective Date each Party, for itself and its successors and assigns, hereby releases, waives, and forever discharges the other Party and its respective officers, directors, and employees (but solely in their capacity as an officer, director, or employee of such Party) from any and all claims, liabilities, debts, causes of action, or obligations of any kind, whether known or unknown, that exist or may exist as of the Effective Date, arising out of or related to the Leases, the Premises, or the Claim. This release includes, without limitation, any claims for (i) rent, (ii) lease rejection damages, or (iii) administrative expenses under 11 U.S.C. § 503(b). Notwithstanding the foregoing or anything else in the Settlement Agreement, nothing in the Settlement Agreement is intended to or shall (i) act as a release of any claim, liability, debt, cause of action, right of action, right of recovery, or similar legal right against Grupo Cinemex, S.A. de C.V. ("Grupo Cinemex") or any of its affiliates (other than the Debtors), officers, directors, employees, agents, representatives, predecessors, successors, or assigns, including under (x) that certain Guaranty dated as of August 22, 2017 by Grupo Cinemex related to the Burnsville Lease, or (y) that certain Guaranty dated as of August 22, 2017 by Grupo Cinemex related to the Rochester Lease (the "Guaranties"), or (ii) impact in any way a claim, cause of action, right of action, right of recovery, or similar legal right against Grupo Cinemex under the Guaranties.

BASIS FOR RELIEF

15. The Reorganized Debtors seek approval of the Settlement Agreement and the transactions contemplated thereby, pursuant to Bankruptcy Rule 9019.

16. Rule 9019(a) provides that, after notice and a hearing, a court may approve a proposed settlement of a claim. The decision of whether or not to approve a compromise is within the sound discretion of the court. *See, e.g.*, *In re Gaddy*, 851 F. App'x 996, 1000 (11th Cir. 2021) (quoting *In re Chira*, 567 F.3d 1307, 1312–13 (11th Cir. 2009)) (noting that "the bankruptcy court is tasked with determining 'the fairness, reasonableness[,] and adequacy of a proposed settlement agreement'"); *see also In re Carson*, 82 B.R. 847, 852 (Bankr. S.D. Ohio 1987) ("The decision of whether a compromise should be accepted or rejected lies within the sound discretion of the Court."); *In re Mobile Air Drilling Co.*, 53 B.R. 605, 607 (Bankr. N.D. Ohio 1985) ("The decision

of whether to accept or reject a compromise is within the sound discretion of the bankruptcy court.”).

17. In passing on proposed settlements, the standard that courts applied under the former Bankruptcy Act is the same standard that courts should apply under the Bankruptcy Code. *In re Carla Leather, Inc.*, 44 B.R. 457, 466 (Bankr. S.D.N.Y. 1984). As stated by the United States Supreme Court in *Protective Committee v. Anderson*, 390 U.S. 414 (1968), under the Act, to approve a proposed settlement, a court must find that the settlement was “‘fair and equitable’ based on an educated estimate of the complexity, expense, and likely duration of . . . litigation, the possible difficulties of collecting on any judgment which might be obtained and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise.” *Protective Committee*, 390 U.S. at 424.

18. The test articulated above was adopted by the Eleventh Circuit in *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), which provides additional guidance as to whether a compromise should be approved. *Justice Oaks* established a four-part test for approval:

(a) The probability of success in litigation;

(b) The difficulties, if any, to be encountered in the matter of collection;

(c) The complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and

(d) The paramount interest of the creditors and a proper deference to their reasonable views in the premises.

Justice Oaks, 898 F.2d at 1549.

19. Courts within this district have held that a settlement should be approved unless it falls below the lowest point in the range of reasonableness. *See In re Martin*, 490 F.3d 1272, 1275

(11th Cir. 2007); *In re Jiangbo Pharms., Inc.*, 520 B.R. 316, 321 (Bankr. S.D. Fla. 2014); *In re S&I Investments*, 421 B.R. 569, 583 (Bankr. S.D. Fla. 2009); *In re Micron Devices, LLC*, 20-23359-LMI, 2021 WL 2021468, at *8 (Bankr. S.D. Fla. May 20, 2021).

I. The Settlement Should be Approved.

20. In the present case, the Settlement Agreement falls squarely within the range of reasonableness for purposes of satisfying Rule 9019 criteria.

21. The dispute between the Reorganized Debtors and MN Theaters involves numerous complex issues. The Settlement Agreement resolves these matters in a manner which, in the exercise of its business judgment, the Reorganized Debtors believe to be highly beneficial to their bankruptcy estates.

A. The Probability of Success in Litigation

22. The Reorganized Debtors are confident that their Claim Objection has merit and that they would ultimately prevail if these matters were litigated to a resolution. However, there is no certainty in litigation. Although the Reorganized Debtors believe they would prevail, doing so would deplete the Reorganized Debtors' assets and impair its ability to operate free of distractions and competing obligations. The Settlement Agreement will allow the Reorganized Debtors to proceed with its Plan payments without any further issues.

B. The Difficulties Encountered in the Matter of Collection

23. This factor is not relevant to the matters resolved in the Settlement Agreement and should not bear on the Court's analysis. *See In re Chira*, 567 F.3d 1307, 1313 (11th Cir. 2009) (upholding the bankruptcy court's approval of a Rule 9019 settlement, even though the bankruptcy court did not address the second *Justice Oaks* factor, because that factor was "irrelevant in the instant case because collection difficulties . . . [were] not an issue").

C. Litigation Complexity, Expense, Inconvenience, and Delay

24. To obtain a more favorable result than the treatment of MN Theaters' Claim under the Settlement Agreement through the Objection, will be unduly costly and time-consuming for the Reorganized Debtors' estates. The Settlement Agreement provides for an efficient and expeditious resolution of the Objection.

25. Under these circumstances, the Settlement Agreement avoids excessive costs and delays that the Reorganized Debtors cannot afford. Accordingly, this factor weighs strongly in favor of approving the Settlement Agreement.

D. The Paramount Interest of Creditors

26. The Settlement Agreement will preserve the Reorganized Debtors' assets and thereby facilitate the receipt by unsecured creditors of distributions under the Plan.

27. In sum, the Settlement Agreement undoubtedly satisfies the Justice Oaks standard.

Request for Relief

WHEREFORE, the Reorganized Debtors, with the support of MN Theaters, respectfully request that this Court enter an Order, substantially in the form attached hereto as **Exhibit "B"**: (i) granting this Motion; (ii) approving the Settlement Agreement; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: March 11, 2026

Respectfully Submitted,

BAST AMRON LLP
One Southeast Third Avenue, Suite 2410
Miami, FL 33131
Telephone: (305) 379.7904
Email: jbast@bastamron.com
Email: jleggett@bastamron.com
Email: tsanti@bastamron.com

By: */s/ Jaime B. Leggett*
Jeffrey P. Bast, Esq. (FBN 996343)
Jaime B. Leggett, Esq. (FBN 1016585)
Thomas M. Santi, Esq. (FBN 1069210)

-and-

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

Patricia B. Tomasco (admitted *pro hac vice*)
700 Louisiana, Suite 3900
Houston, Texas 77002
Telephone: 713-221-7000
Facsimile: 713-221-7100
Email: pattytomasco@quinnemanuel.com

-and-

Alain Jaquet (admitted *pro hac vice*)
1300 I Street NW, Suite 900
Washington, D.C. 20005
Telephone: 202-538-8000
Facsimile: 202-538-8100
Email: alainjaquet@quinnemanuel.com

-and-

Razmig Izakelian (admitted *pro hac vice*)
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Telephone: 213-443-3000
Facsimile: 213-443-3100
Email: razmigizakelian@quinnemanuel.com

Counsel for the Reorganized Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 11, 2026, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day by transmission of Notices of Electronic Filing generated by CM/ECF to those parties registered to receive electronic notices of filing in this case.

/s/ Jaime B. Leggett
Jaime B. Leggett, Esq.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "**Agreement**") is made and entered into as of March 10 2026, by and between CB THEATER EXPERIENCE LLC ("**Tenant**" or "**CB Theater Experience**"), a Delaware limited liability company, and MN THEATERS 2006 LLC, a Minnesota limited liability company, formerly known as GAC Theaters, LLC ("**Landlord**" or "**MN Theaters**"). Tenant and Landlord are each individually a "**Party**" and are collectively referred to herein as the "**Parties**".

WHEREAS, pursuant to that certain Lease Agreement, dated August 22, 2017 (the **"Burnsville Lease"),** pursuant to which Tenant leased from Landlord certain space and equipment at 801 County Road 42 W, Lot 2 Block 1, Burnsville Center 2nd Addition, Burnsville, Dakota County, MN 55337 (the **"Burnsville Premises");** and (ii) that certain Lease Agreement, dated August 22, 2017 (the **"Rochester Lease"** and together with the Burnsville Lease, collectively, the **"Leases"**), pursuant to which Tenant leased from Landlord certain space and equipment at 3450 East Circle Drive N.E., Rochester, MN 55906 (the **"Rochester Premises"** and collectively with the Burnsville Premises, the **"Premises")**;

WHEREAS, on June 30, 2025 (the "**Petition Date**"), Tenant and two of its affiliates (the "**Debtors**") filed for bankruptcy protection in proceedings under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Florida (the "**Bankruptcy Court**"), which cases are being jointly administered by the Bankruptcy Court under case number 25-17559 (the "**Bankruptcy Case**");

WHEREAS, pursuant to an order entered by the Bankruptcy Court (Dkt. No. 137 in the Bankruptcy Case), CB Theater Experience rejected both Leases as of July 31, 2025 and MN Theaters took possession of both premises on that date;

WHEREAS, on September 5, 2025, the Debtors filed their Amended Plan of Reorganization (Dkt. No. 201 in the Bankruptcy Case) (the "**Plan**");

WHEREAS, on September 8, 2025, Landlord filed Proof of Claim No. 23 asserting a general unsecured claim of at least $12,630,892.56 (the "**Claim**") for alleged damages and other amounts owed under the Leases;

WHEREAS, on September 8, 2025, Landlord filed Proof of Claim No. 21, and Proof of Claim No. 23 (the "**Claim**") asserting in each Proof of Claim a general unsecured claim of at least $12,630,892.56;

WHEREAS, on September 12, 2025, the Debtors filed an objection to Proofs of Claim No. 23 and 21 (Dkt. No. 218 in the Bankruptcy Case) (the "**Claim Objection**");

WHEREAS, on September 24, 2025, Landlord withdrew Proof of Claim No. 21 (Dkt. No. 236 in the Bankruptcy Case);

WHEREAS, on November 17, 2025, the Bankruptcy Court entered an order confirming the Plan (Dkt. No. 394 in the Bankruptcy Case);

WHEREAS, on December 1, 2025, the Effective Date (as defined in the Plan, the "**Effective Date**") occurred;

WHEREAS, on January 13, 2026, the Bankruptcy Court entered an order setting the Claim Objection for an evidentiary hearing on April 6, 2026 and, if necessary, April 7, 2026; and

WHEREAS, Landlord and Tenant now desire to enter into this Agreement, in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and releases contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date. This Agreement shall become effective upon (a) execution by the Parties, and (b) entry of an order by the Bankruptcy Court approving this Agreement (the "**Effective Date**").

2. Allowed Claim. Subject to the terms and conditions of this Agreement and the Plan (as defined below), MN Theaters shall be granted an allowed general unsecured claim against CB Theater Experience in the total amount of Four Million Four Hundred Thousand and 00/100 dollars (US $4,400,000.00) (the "**Allowed Claim**"). The Allowed Claim shall be satisfied through ratable distributions as set forth in the Plan with respect to Class 3 under the Plan.

3. Waiver of Rejection Damages. Except for the Allowed Claim, Landlord hereby irrevocably waives, releases, and forever discharges any and all rights to assert or recover rejection damages or other claims against the Debtors or their bankruptcy estates arising under or related to the Leases, including but not limited to the Claim and any claims under 11 U.S.C. § 502(b)(6).

4. Adjustment of Proof of Claim. Tenant shall instruct its claims agent (Omni Agent Solutions, Inc.) to record the Claim on Tenant's claims register as an allowed claim in the amount of the Allowed Claim.

5. Resolution of Claim Objection. Within two (2) business days after entry of an order of the Bankruptcy Court approving this Agreement, the Debtors shall file with the Bankruptcy Court a Notice of Withdrawal of the Claim Objection.

6. Mutual Releases.

(a) Except for the obligations expressly set forth in this Agreement, upon the Effective Date each Party, for itself and its successors and assigns, hereby releases, waives, and forever discharges the other Party and its respective officers, directors, and employees (but solely in their capacity as an officer, director, or employee of such Party) from any and all claims, liabilities, debts, causes of action, or obligations of any kind, whether known or unknown, that exist or may exist as of the Effective Date, arising out of or related to the Leases, the Premises, or the Claim. This release includes, without limitation, any claims for (i) rent, (ii) lease rejection damages, or (iii) administrative expenses under 11 U.S.C. § 503(b).

(b) Notwithstanding the foregoing or anything else in this Agreement, nothing in this Agreement is intended to or shall (i) act as a release of any claim, liability, debt, cause of action, right of action, right of recovery, or similar legal right against Grupo Cinemex, S.A. de C.V. ("**Grupo Cinemex**") or any of its affiliates (other than the Debtors), officers, directors, employees, agents, representatives, predecessors, successors, or assigns, including under (x) that certain Guaranty dated as of August 22, 2017 by Grupo Cinemex related to the Burnsville Lease, or (y) that certain Guaranty dated as of August 22, 2017 by Grupo Cinemex related to the Rochester Lease (the "**Guaranties**"), or (ii) impact in any way a claim, cause of action, right of action, right of recovery, or similar legal right against Grupo Cinemex under the Guaranties.

7. Bankruptcy Court Approval and Jurisdiction. The Parties acknowledge that this Agreement is subject to approval by the Bankruptcy Court. The Bankruptcy Court shall retain exclusive jurisdiction to interpret, enforce, and resolve any disputes arising under or relating to this Agreement.

8. Unknown Facts. The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those that they now know to be or believe to be true and agree that this Agreement and the releases contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof. Each of the Parties assumes the risk of any mistake it makes in executing this Agreement and furnishing the releases set forth in this Agreement. Each of the Parties waives and relinquishes, to the extent permitted by law, any right or benefit that such Party has or might have under any provision of statutory or non-statutory law that might provide that a release does not extend to claims that a person does not know or suspect to exist at the time of execution of the release that, if known, would or might have materially affected the decision to give the release.

9. Attorneys' Fees and Costs. The Parties shall each assume and bear their own attorneys' fees, expenses, and costs, including fees incurred as a result of or in connection with this Agreement.

10. Representations and Warranties. Each of the Parties represents and warrants to the other that: (a) it has the power and authority to enter into this Agreement and to take the actions required under this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action; (b) it has not assigned or transferred any of the claims being released pursuant to this Agreement; and (c) it has obtained all necessary third-party consents or approvals required in order for it to enter into and perform this Agreement.

11. Voluntary Agreement and Advice of Counsel. Each Party agrees and acknowledges that it has (a) thoroughly read and fully understands this Agreement and (b) received or had an opportunity to receive independent legal advice from attorneys its own choice with respect to the advisability of entering into this Agreement and the rights and obligations created by this Agreement. Each party enters into this Agreement knowingly and voluntarily, in consideration of the promises, obligations, and rights set forth herein.

12. Entire Agreement. Except as expressly provided herein, this Agreement sets forth the entire understanding and agreement between the Parties regarding this Agreement and shall be binding upon the Parties and their successors, if any. Except as expressly provided in this Agreement, all prior negotiations, representations, discussions, agreements, and understandings concerning this Agreement are superseded hereby and no oral statement or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized or enforceable unless incorporated herein by written amendment and signed by both Parties as provided herein. The Parties waive any common law, statutory, or other right they may otherwise have to modify or waive, by oral agreement or conduct, any part or all of this Agreement. Any amendment or modification must be in writing and signed by both Parties and, if required, approved by the Bankruptcy Court.

13. Binding Effect. This Agreement inures to the benefit of, and is binding upon, the Parties and their respective successors and assigns.

14. Captions. The captions to the various paragraphs of this Agreement are for convenience only and are not part of the Agreement.

15. Waiver. The waiver by any Party of a breach by another Party of any provision of this Agreement will not operate or be construed as a waiver of any subsequent or different breach by the Party.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement. Any executed original of this Agreement that is transmitted through electronic means shall be binding and deemed an original for the purposes of implementing and enforcing this Agreement.

[SIGNATURE PAGES FOLLOW]

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

LANDLORD:

MN THEATERS 2006 LLC,
a Minnesota limited liability company

By: ______________________
Name: Catherine Tenney
Title: Authorized Person

STATE OF New York)
)
COUNTY OF New York)

SS: This is an acknowledgment. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this 5 day of March, 2026, by Catherine Tenney, the Authorized Person of MN Theaters 2006, LLC.

____
NOTARY PUBLIC

Jesus Rosado
Notary Public, State of New York
No. 01RO6242246
Qualified in Bronx County
Commission Expires May 31, 20 27

TENANT:

CB THEATER EXPERIENCE LLC,
a Delaware limited liability company

By: ______________________
Name: Rafael Muñoz Pedregal
Title: Chief Executive Officer

By: ______________________
Name: Marel Gonzalez Ruiz
Title: Authorized Representative

STATE OF Florida)
)
COUNTY OF Miami Dade)

SS: This is an acknowledgment. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this 9th day of March, 2026, by Rafael Munoz Pedregal, the Chief Executive officer and by Marel Gonzalez Ruiz the Authorized Rep. of CB Theater Experience LLC.

SHADY ZEITZMANN
Notary Public - State of Florida
Commission # HH 442370
My Comm. Expires Sep 11, 2027
Bonded through National Notary Assn.

SZeitzmann
NOTARY PUBLIC

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

In re:

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

Reorganized Debtors.
______________________________/

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

(Jointly Administered)

ORDER GRANTING REORGANIZED DETBORS' MOTION FOR APPROVAL OF SETTLEMENT AND COMPROMISE WITH MN THEATERS 2006 LLC PURSUANT TO FED. R. BANKR. P. 9019

THIS CAUSE came before the Court upon Reorganized Debtors' *Motion to Compromise Controversy with MN Theaters 2006 LLC pursuant to Fed. R. Bankr. P. 9019* (Dkt. No. ___) (the

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

"Motion"). The Court, having considered the Motion and the Settlement Agreement[2] attached thereto as Exhibit A, and the Court having noted the agreement among the parties and being otherwise fully advised in the premises, and the movant by submitting this form of order having represented that the Motion was served on all necessary parties, that the 21-day response time provided by B.L.R. 9013-1(D) has expired, that no one has filed, or served on the movant, a response to the Motion, and that the form of order was attached as an exhibit to the Motion. The Court further finds that the Settlement Agreement attached to the Motion is (i) fair and reasonable, (ii) falls well above the lowest point in the range of reasonableness, (iii) meets the standards for approval set forth by the Eleventh Circuit Court of Appeals in *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544 (11th Cir. 1990), (iv) is proper pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, and (v) therefore is in the best interests of the Reorganized Debtors' bankruptcy estates and all creditors of the Reorganized Debtors' bankruptcy estates. Based on the foregoing, it is,

ORDERED AS FOLLOWS:

1. The Motion is **GRANTED** as set forth herein.

2. The Settlement Agreement attached to the Motion as **Exhibit A** is **APPROVED** in its entirety, and each and every provision of the Settlement Agreement is incorporated herein as if fully set forth in this Order.

3. The Parties to the Settlement Agreement are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Settlement Agreement.

4. The Parties are directed to comply with the terms of the Settlement Agreement, and the Court reserves jurisdiction to enforce the terms of the Settlement Agreement.

---

[2] All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

5. The evidentiary hearing originally scheduled for April 6 and 7, 2026 on the Claim Objection is hereby **CANCELLED**.

# # #

Submitted by:
BAST AMRON LLP
Jaime B. Leggett, Esq.
One Southeast Third Avenue, Suite 2410
Miami, Florida 33131
Telephone: 305-379-7904
Facsimile: 305-379-7905
Email: jleggett@bastamron.com

-and-

Patricia B. Tomasco
(Admitted *Pro Hac Vice*)
711 Louisiana Street, Suite 500
Houston, Texas 77002
Telephone: 713-221-7000
Facsimile: 713-221-7100
Email: pattytomasco@quinnemanuel.com

Counsel to the Reorganized Debtors

Copies to:
Attorney Jaime B. Leggett, who shall electronically serve interested parties and file a certificate of service reflecting same.