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

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

IPIC THEATERS, LLC,

Debtor.
_______________________________________/

DEBTOR'S PLAN OF LIQUIDATION

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Dated: May 26, 2026

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INTRODUCTION

iPic Theaters, LLC (the "Debtor" or "iPic") proposes this Plan pursuant to Bankruptcy Code Section 1121(a).

THE DEBTOR URGES ALL HOLDERS OF CLAIMS TO READ THIS PLAN IN ITS ENTIRETY.

The Distributions to be made pursuant to this Plan to Holders of Allowed Claims are set forth in Article V of this Plan, in each of the Classes of Claims against the Debtor set forth in Article III of this Plan.

SUMMARY OF PLAN[1]

This Plan is filed under Subchapter V of Chapter 11 of the Bankruptcy Code.

The Plan provides for the orderly payment of Allowed Claims from the liquidation of the Debtor's Estate. All Assets of the Debtor have been sold, or will be sold, pursuant to the Bid Procedures Order and Sale Order or other orders of the Bankruptcy Court.

A. BRIEF HISTORY OF THE DEBTOR'S BUSINESS OPERATIONS AND REASONS FOR FILING BANKRUPTCY

The Debtor is one of America's premier restaurant-and-movie theater brands and a pioneer of the dine in movie theater. The Debtor's mission is to provide entertainment escapes, presenting high-quality, chef-driven culinary and mixology in architecturally unique destinations that include premium movie theaters and restaurants.

The Debtor's predecessor filed for chapter 11 bankruptcy in the United States Bankruptcy Court for the District of Delaware in 2019. At the time, Debtor's predecessor indicated that increased competition and rising construction costs affected financial liquidity.[2] Moreover, the Debtor's predecessor's initial public offering failed to generate the capital sought while the company's public equity resulted in increased operating costs related to Securities and Exchange Commission's reporting and compliance requirements. An affiliate of the Retirement Systems of Alabama, at the time a minority equity holder and lender to the Debtor, purchased the assets of the Debtor out of that bankruptcy proceeding. The Retirement Systems of Alabama currently owns 100% of the equity interests of the Debtor.

Less than six months after the purchase of the Debtor's predecessor's assets out of bankruptcy, the Covid pandemic brought the movie theater industry to a screeching halt. While movie theaters subsequently reopened, the audience levels and box office receipts have never

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[1] This "Summary of the Plan" is a short summary of some terms of the Plan. The Plan should be read in full. If there is any dispute between the "Summary of the Plan" and the remainder of the Plan, the remainder of the Plan will control.

[2] *See* Declaration of David M. Baker in Support of First Day Motions, *In re iPic-Gold Class Entertainment, LLC, et al.*, Case No. 19-11739-LSS (Bankr. Del. August 5, 2019) Docket No. 4.

recovered to the levels that existed prior to the Covid pandemic. There are a variety of factors which have resulted in these depressed levels. The number of theatrical releases by movie studios has dropped significantly since prior to the Covid pandemic. Additionally, there is significantly increased competition for movie theaters from streaming services which enable consumers to watch a variety of entertainment options at home.

The Debtor currently operates 12 locations in Florida, California, Georgia, New York, New Jersey, Texas, Washington and Maryland, which locations are leased. Most of the Debtor's theater locations are situated in mixed-use retail, entertainment, and lifestyle developments, with one location in a standalone building.

As of the Petition Date, the Debtor employed approximately 1,300 full and part-time employees. Immediately before the Petition Date, on February 23, 2026, the Debtor mailed out notices to each of its employees under the Worker Adjustment and Retaining Notification Act ("WARN") and applicable state laws, which provided the Debtor's employees with sixty (60) or ninety (90) days advance notice of the Debtor's intention to close each of its theater locations permanently (collectively, the "WARN Notices"). Under the WARN Notices subject to a sixty (60) day notice period, April 28, 2026, was identified as the separation date, which was subsequently extended in certain instances.

The Debtor is headquartered in Boca Raton, Florida. Its offices are located at 433 Plaza Real, Suite 355, Boca Raton, Florida 33432-3932, which the Debtor leases.

The Debtor had approximate gross income of $112,500,000 in 2025 and through January 31, 2026, had approximate gross income of $12,900,000. For the year ended December 31, 2025, the Debtor had a net loss of approximately $19,433,669.

B. POST-PETITION DEVELOPMENTS AND SALE PROCESS

On February 25, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under subchapter V of chapter 11 of the Bankruptcy Code. The Debtor is operating its business and managing its assets and operations as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

Following the Petition Date, the Debtor and its financial advisor, Development Specialists, Inc. ("DSI"), undertook the process of compiling a list of prospective purchasers, fielding inquiries from interested parties and prospective purchasers, preparing and distributing marketing and due diligence materials, and executing confidentiality agreements with certain prospective purchasers. The Debtor and DSI identified and communicated with nine (9) prospective purchasers to whom the Debtor has provided confidentiality and non-disclosure agreements ("NDAs"). Six (6) prospective purchasers executed NDAs and been provided access to a data room with due diligence materials, and the Debtor received multiple offers or letters of interest for certain of its assets.

On April 21, 2026, the Debtor filed *Debtor's Motion for Entry of Orders (A) (I) Authorizing and Approving Bidding Procedures for the Sale of All or Substantially All the Debtor's Assets, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and*

Assignment of Certain Executory Contracts and Leases, and (V) Granting Related Relief; (B) (I) Approving the Sale of Substantially All the Debtor's Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief [Doc. No. 110] (the "Bid Procedures Motion").

On April 28, 2026, the Court entered the *Order (I) Authorizing and Approving Bidding Procedures for the Sale of all or Substantially all the Debtor's Assets, (II) Scheduling an Auction and Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures of Assumption and Assignment of Certain Executory Contracts and Leases, and (V) Granting Related Relief* [Doc. No. 116] (the "Bid Procedures Order").

On April 29, 2026, the Debtor filed the *Notice of Sale, Bidding Procedures, Potential Auction, and Sale Hearing*. *See* [Doc. No. 118].

On May 8, 2026, pursuant to the Bid Procedures Order, the Debtor held an auction (the "Auction") on May 8, 2026, at the office of Burr & Forman, LLP, 200 East Broward Boulevard, Suite 1020, Fort Lauderdale, Florida 33301, and by Zoom video conference, which commenced at approximately 10:30 a.m. EST, and concluded at approximately 3:45 p.m. EST.

At the Auction, in accordance with the Bid Procedures Order, the Debtor determined that the highest or otherwise best offer received for the Cinemex Assets was a bid made by Cinemex Holdings USA, Inc., as set forth in Cinemex Agreement. The purchase price for the Cinemex Assets was $7,500,000.00.

At the Auction, in accordance with the Bid Procedures Order, the Debtor determined that the highest or otherwise best offer received for the Blue Fox Assets was a bid made by Blue Fox Theater, LLC, as set forth in Blue Fox APA. The purchase price for the Blue Fox Assets was $500,000.00.

On May 12, 2026, the Court held the Sale Hearing.

On May 13, 2026, this Court entered the *Order (I) Authorizing the Sale of Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and Other Interests to Cinemex Holdings USA, Inc.; (II) Authorizing and Approving the Asset Purchase Agreements; (III) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief* (the "Cinemex Sale Order"). *See* [Doc. No. 161].

The Bankruptcy Court also approved the sale of six of the locations to Blue Fox, subject only to certain objections made by landlords to the assumption and assignment of their leases to Blue Fox. The Bankruptcy Court set a hearing for May 26, 2026, to consider those objections to the Blue Fox sale (the "Objection Hearing").

Subsequent to the Sale Hearing, but prior to the Objection Hearing, the Debtor engaged in efforts to resolve the objections of the landlords to the sale of assets to Blue Fox. Ultimately, the Debtor, relevant landlords, Blue Fox and Cinemex, the backup bidders on the locations that were the subject of Blue Fox's bid, reached several interrelated agreements.

Blue Fox agreed to purchase the Debtor's Westwood location in California and the Debtor's location in New York City with the consent of those landlords. Cinemex agreed to purchase the Debtor's locations in Delray Beach, Florida, Boca Raton, Florida and Bethesda, Maryland. Finally, the Debtor and the Pasadena, California location's landlord agreed to a lease termination agreement.

The net proceeds to the Debtor of these agreements and transactions exceeds the benefit that the Debtor would have received from the original standalone purchase by Blue Fox.

ARTICLE I: DEFINITIONS, CONSTRUCTION, AND INTERPRETATION

The capitalized terms used herein shall have the respective meanings set forth below. A capitalized term used herein that is not defined in this Article shall have the meaning ascribed to that term, if any, in the Bankruptcy Code. The rules of construction contained in Section 102 of the Bankruptcy Code shall apply to the construction of the Plan. Whenever the context requires, words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender and vice versa. All exhibits and schedules attached to the Plan are incorporated herein.

"Administrative Claim" means any Claim for an Administrative Expense.

"Administrative Expense" means any cost or expense of administration of this case incurred on or before the Effective Date that is entitled to priority under Section 507(a)(2) and allowed under Section 503(b) of the Bankruptcy Code, including, without limitation, Fee Claims and all other claims for compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code, Cure Claims, and all fees and charges assessed against the Debtor's Estate under Chapter 123 of Title 28, United States Code.

"Allowed" means, when used with respect to any Claim, other than a Fee Claim (which is governed by Section 2.1 of the Plan), or any portion thereof, the portion of such Claim (a) that has been allowed by a Final Order, (b) that was listed in the Schedules as neither disputed, contingent nor unliquidated and for which no timely Proof of Claim was filed, (c) for which a Proof of Claim in a liquidated amount has been timely filed pursuant to the Bankruptcy Code or as required by any Final Order of the Bankruptcy Court and as to which either (i) no objection to its allowance has been filed within the period fixed by the Bankruptcy Court, the Plan, or applicable Bankruptcy Rules, (ii) any objection to its allowance has been settled, waived through payment, withdrawn, or denied by a Final Order of the Bankruptcy Court, or (iii) the underlying claim is based upon a judgment that is no longer subject to appeal, or (d) that is expressly allowed in a liquidated amount in the Plan. Unless otherwise specified in the Plan or any Final Order of the Bankruptcy Court, an Allowed Claim or Allowed Administrative Claim shall not include or accrue interest on the amount of such Claim or Administrative Claim maturing, incurred otherwise, or arising subsequent to the Petition Date.

"Assets" means all of the Debtor's assets, which have been or will be liquidated and distributed to Holders of Allowed Claims.

"***Auction***" means the auction of the Debtor's assets held on May 8, 2026, at the office of Burr & Forman, LLP, 200 East Broward Boulevard, Suite 1020, Fort Lauderdale, Florida 33301, and by Zoom video conference, which commenced at approximately 10:30 a.m. EST, and concluded at approximately 3:45 p.m. EST

"Avoidance Actions" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtor or its Estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under Sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer or conveyance laws.

"Bankruptcy Case" means bankruptcy case no. 26-12313-EPK in the Southern District of Florida, West Palm Beach Division, under chapter 11 of the Bankruptcy Code.

"Bankruptcy Code" means title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, or such other court having jurisdiction over this case.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"*Blue Fox*" means Blue Fox Theater, LLC.

"*Blue Fox APA*" means that certain Asset Purchase Agreement by and among iPic, as seller, and Blue Fox, as purchaser of the Blue Fox Assets.

"Blue Fox Assets" means all assets as defined in the Blue Fox APA.

"Blue Fox Sale Order" means any order that may entered by the Bankruptcy Court approving the sale of the Blue Fox Assets to Blue Fox.

"Business Day" means any day other than a Saturday or a Sunday or any other day on which on which the majority of commercial banks located in West Palm Beach, Florida are required or authorized to close.

"Cash" means legal tender of the United States of America or Cash equivalents, including but not limited to checks, bank deposits, or other similar items.

"Causes of Action" means each and every cause of action, claim, defense, counterclaim, cross-claim, setoff, right to payment, of any kind, nature, manner or mode whatsoever, arising under any federal, state or common law, including without limitation Avoidance Actions, all claims, disputes, objections, litigation or appeals with respect to any Claim, and any action, and any rights related thereto, including without limitation any and all rights to defend or prosecute any litigation or appeal in any court or arbitration proceeding, that the Debtor or the Estate may hold against any Person as of the Effective Date.

"*Cinemex*" means Cinemex Holdings USA, Inc.

"Cinemex APA" means that certain Asset Purchase Agreement by and among iPic, as seller, and Cinemex, as purchaser of the Cinemex Assets.

"Cinemex Assets" means all assets as defined in the Cinemex APA.

"Cinemex Sale Order" means the *Order (I) Authorizing the Sale of Debtor's Assets Free and Clear of all Liens, Claims, Encumbrances, and Other Interests to Cinemex Holdings USA, Inc.; (II) Authorizing and Approving the Asset Purchase Agreements; (III) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief*.

"Claim" shall have the meaning provided in Section 101(5) of the Bankruptcy Code.

"Claim Objections" means any objection made in this Bankruptcy Case to a Claim.

"***Class***" means a category of holders of Claims as set forth in the Plan.

"Collateral" means any property of the Debtor encumbered by a valid and enforceable Lien to secure the payment of a Claim.

"Confirmation Date" means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

"Confirmation Hearing" means the hearing held by the Bankruptcy Court pursuant to Section 1128 of the Bankruptcy Code on confirmation of the Plan.

"Confirmation Order" means the order of the Bankruptcy Court confirming this Plan in accordance with the provisions of the Bankruptcy Code and which is in form and content acceptable to the Debtor.

"Contract Rate" shall mean, with respect to any Claim, the non-default contract rate of interest provided for in the promissory note, loan agreement, or other contract, if any, between the Debtor and the Holder of such Claim.

"Creditor" shall have the meaning provided in Section 101(10) of the Bankruptcy Code.

"Cure Claim" means a Claim arising from the assumption of an Executory Contract under Section 365(b) of the Bankruptcy Code.

"Debtor" means iPic Theaters LLC, and shall also include, where applicable, the Debtor from and after the Effective Date as reorganized pursuant to this Plan.

"Disallowed" means, when used with respect to a Claim, a Claim or the portion thereof which (a) is fully and finally denied allowance in a Final Order of the Bankruptcy Court, or (b) is estimated for purposes of allocation or payment of Distributions at zero ($0.00).

"Disputed" when used with respect to a Claim means any such Claim that is not an Allowed Claim and is not a Disallowed Claim, including but not limited to any Claim that is not listed on the Debtor's Schedules or that is listed in the Debtor's Schedules as disputed, contingent, or unliquidated, any Claim that is the subject of an objection filed in the Bankruptcy Court, and any Claim that is disputed by the Debtor in any litigation, lawsuit, appellate proceeding, or adversary proceeding in the Bankruptcy Court or any other court of competent jurisdiction.

"Distribution" means the property or money required by this Plan to be distributed to the Holders of Allowed Claims.

"Effective Date" means the first Business Day after the date upon which all conditions precedent to the occurrence of the Effective Date set forth in Section 9.7 of the Plan have been met; *provided, however*, if (x) a stay of the Confirmation Order is imposed prior to the Effective Date under applicable law, rule, or order of the Bankruptcy Court or an appellate court, (y) the Confirmation Order has not become a Final Order by virtue of the filing of any motion permitted under Federal Rules of Bankruptcy Procedure 9023 or 9024, or (z) a notice of appeal is filed on or before the deadline for filing an appeal of the Confirmation Order, then the Debtor may defer the Effective Date until a date that is not later than fourteen (14) days following entry of a Final Order denying any motion under Federal Rules of Bankruptcy Procedure 9023 or 9024, or in the event of an appeal, fourteen (14) days after affirmance of the Confirmation Order, by filing a notice of such deferment in the Bankruptcy Case. Nothing in this Plan shall limit the Debtor's right to oppose or waive any stay of the Confirmation Order or request the posting of a bond as condition to any such stay.

"Estate" means the Debtor's estate in this case created pursuant to Section 541 of the Bankruptcy Code.

"Equity Interests" means any Interest in the Debtor.

"Executory Contract" means any prepetition executory contract or unexpired lease governed by Section 365 of the Bankruptcy Code.

"Fee Application" means an application or motion, as appropriate, for the allowance or payment of a Fee Claim.

"Fee Claim" means a Claim by a Professional made pursuant to Sections 327, 328, 330, 331, 363, or 503(b) of the Bankruptcy Code or otherwise relating to services performed by a Professional after the Petition Date and prior to and including the Confirmation Date.

"Final Decree" means the final decree entered by the Bankruptcy Court pursuant to Bankruptcy Rule 3022.

"Final Order" means an order or judgment of the Bankruptcy Court that is (a) an order or judgment as to which the time to file a notice of appeal, a petition for certiorari, or a motion permitted under Federal Rules of Bankruptcy Procedure 9023 or 9024 has expired and as to which no such appeal, certiorari proceedings, or motion shall then be pending, or (b) in the event that a notice of appeal, petition for certiorari, or a motion permitted under Federal Rules of Bankruptcy Procedure 9023 or 9024 is timely filed, such order is no longer subject to any such appeal, certiorari proceedings, or motion.

"Holder" means a Person who is the legal or beneficial owner of a Claim or interest and, when used in conjunction with a Class or type of Claim or Interest, means the legal or beneficial owner of a Claim or interest in such Class or of such type.

"Impaired Class" shall mean any Class whose members are Holders of Claims that are impaired within the meaning of Section 1124 of the Bankruptcy Code.

"Interest" means any common stock, limited liability company interest, equity security (as defined in Section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated "stock" or a similar security.

*"**iPic"*** means the Debtor, iPic Theaters, LLC.

"Lien" has the meaning provided in Bankruptcy Code Section 101(37) and shall include, without limitation, a "statutory lien" as defined in Bankruptcy Code Section 101(53) and a "judicial lien" as defined in Bankruptcy Code Section 101(36).

"Non-Tax Priority Claim" means any Claim that, if Allowed, would be entitled to priority in payment under Bankruptcy Code Section 507(a) other than a Priority Tax Claim, an Administrative Claim, or a Fee Claim.

"***Ordinary Course of Business***" shall have the meaning given to such term as utilized in Section 363(b) of the Bankruptcy Code.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint ventures, trusts, land trusts, business trusts, unincorporated organizations, or other organizations, irrespective of whether they are legal entities, governments and agencies and political subdivisions thereof or other entities.

"Petition Date" means February 25, 2026.

"Plan" or ***"Plan of Liquidation"*** means this Plan of Liquidation either in its present form or as it may hereafter be altered, amended, or modified from time to time.

"Plan Supplement" means the exhibits, schedules, agreements, and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. All documents comprising the Plan Supplement shall be in form and substance acceptable to the Debtor.

"Priority Tax Claim" means any Claim against the Debtor that, if Allowed, would be entitled to priority in payment under Section 507(a)(8) of the Bankruptcy Code.

"Professional" means any professional employed in accordance with a Final Order entered in the Bankruptcy Case under Sections 327 or 1103 of the Bankruptcy Code.

"Pro Rata Share" means, with respect to an Unsecured Claim, a fractional interest with (i) the amount of the Unsecured Claim as the numerator, and (ii) the total amount of all Claims in the same Class as the denominator. Claims that are Disallowed at the time a Pro Rata Share is calculated according to the terms of the Plan shall not be included in the calculation of the Pro Rata Share.

"***Rejection Bar Date***" means the day that is 30 days after the Confirmation Date.

"Rejection Damage Claim" means a Claim by a party to an Executory Contract with the Debtor that has been rejected by the Debtor pursuant to this Plan or a prior Final Order of the Bankruptcy Court entered in this case.

"***RSA***" means the Retirement Systems of Alabama.

"*Sale*" means the Sale of substantially all of the Debtor's Assets to Cinemex pursuant to the Cinemex APA, and to Blue Fox pursuant to the Blue Fox APA.

"*Sale Hearing*" means the hearing held by the Court on May 12, 2026, with respect to the approval of the Sale.

"Schedules" means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtor in accordance with Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules and statement have been or may be supplemented or amended.

"Secured Claim" means a Claim that is secured by a security interest in or a Lien on property of the Estate to the extent of the value, as of the Effective Date or such other date established by the Bankruptcy Court, of such Claim Holder's interest in the Estate's interest in such property as determined by a Final Order of the Bankruptcy Court pursuant to Section 506 of the Bankruptcy Code or as otherwise agreed upon in writing by the Debtor and the Claim Holder. Secured Claims shall include Claims secured by security interests or Liens junior in priority to existing security interests or Liens, whether by operation of law, contract, or otherwise, but solely to the extent of the value as of the Effective Date or such other date established by the Bankruptcy Court, of such Claim Holder's interest in the Estate's interest in such property after giving effect to all security interests or liens senior in priority.

"Subchapter V Trustee" means the Subchapter V Trustee appointed by the Bankruptcy Court.

"Unsecured Claim" means a Claim that is not a Secured Claim, an Administrative Claim, a Priority Tax Claim, or a Non-Tax Priority Claim.

"US Trustee" means the United States Trustee for the Southern District of Florida.

ARTICLE II: UNCLASSIFIED CLAIMS

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified in the Plan. The treatment of such Claims is set forth in this Article II.

2.1 Administrative Claims.

(a) Time for Filing Administrative Claims

The Holder of any Administrative Claim that is incurred, accrued, or in existence prior to the Confirmation Date, other than (i) a Fee Claim, or (ii) a liability incurred in the Ordinary Course of Business, must file with the Bankruptcy Court and serve on all parties required to receive such notice a request for the allowance of such Administrative Claim no later than fourteen (14) days following the date of the Confirmation Hearing of this Plan. Such request must be filed and served as required by applicable Bankruptcy Rules and include at a minimum (i) the name of the Holder of the Claim, (ii) the amount of the Claim, and (iii) the basis of the Claim. Failure to timely and properly file and serve the request required under this Section shall result in the Administrative Claim being forever barred and discharged.

(b) Time for Filing Fee Claims

Any Person who holds or asserts a Fee Claim shall be required to file with the Bankruptcy Court and serve on all parties required to receive such notice a Fee Application no later than fifteen (15) Business Days after the Confirmation Date. Failure to timely and properly file and serve a Fee Application as required under this Section shall result in the Fee Claim being forever barred and discharged.

(c) Allowance of Administrative Claims and Fee Claims

No Administrative Claim, other than a Fee Claim, will be deemed Allowed until an order allowing such Claim becomes a Final Order. Fee Claims arising on or before the Confirmation Date shall be deemed allowed upon the timely filing of a Fee Application, subject to disallowance only upon entry of a Final Order. Objections to Administrative Claims, other than Fee Claims, must be filed and served pursuant to the Bankruptcy Rules on the Holder of such Claim and Debtor no later than thirty (30) days after the filing of the applicable request for allowance or payment of the Claim. Objections to Fee Claims, and any motion or claim for disgorgement or disallowance of any fees of Professionals previously paid or allowed, must be filed no later than thirty (30) days after the Effective Date. Any Person who fails to timely and properly file and serve an objection, motion, or claim according to the requirements of this Section of the Plan and applicable Bankruptcy Rules shall be forever barred, enjoined, and estopped from asserting any such objection, motion, or claim or otherwise challenging any Administrative Claim or Fee Claim arising on or before the Confirmation Date or otherwise challenging the payment or allowance of any fees of Professionals that were paid or allowed on or before the Confirmation Date.

(d) Payment of Allowed Administrative Claims and Fee Claims

Except to the extent that a Holder of an Allowed Administrative Claim has been paid prior to the Confirmation Date, or agrees to a different treatment, each Holder of an Allowed Administrative Claim (other than Fee Claims, and other than Allowed Administrative Claims incurred in the Ordinary Course of Business, which are paid pursuant to Section 2.1(e) below) shall receive in full satisfaction, release, and discharge of and exchange for such Administrative Claim, and after the application of any retainer or deposit held by such Holder, Cash equal to the Allowed amount of such Administrative Claim on the later of the Effective Date, or upon entry of a Final Order allowing the Administrative Claim. Notwithstanding the timely and proper filing and service of any objection to a Fee Claim against the Debtor, such Fee Claim shall be paid on the Effective Date unless the Debtor, in its sole discretion, defers payment until after settlement, withdrawal, or resolution of such objection through the entry of a Final Order. In the event a Fee Claim is Disallowed pursuant to a Final Order, any payment to the Holder of such Claim may be subject to refund, except as may be provided by order of the Bankruptcy Court; or an appellate court.

Any quarterly fees owed to the US Trustee will be paid on the Effective Date.

(e) Administrative Claims Incurred in the Ordinary Course of Business

Holders of Administrative Claims based on liabilities incurred in the Ordinary Course of Business of the Debtor during the Bankruptcy Case (except for Claims of governmental units for taxes or Claims and/or penalties related to such taxes, alleged Administrative Claims arising in tort, or Rejection Damage Claims) shall not be required to file any request for payment of such Claims; provided, however that any Administrative Claims based on liabilities incurred in the Ordinary Course of Business of the Debtor held by an "insider" (as such term is defined in the Bankruptcy Code) must be approved by the Bankruptcy Court. Each Administrative Claim incurred in the Ordinary Course of Business of the Debtor will be paid or otherwise resolved in accordance with the terms and conditions of the agreement, transaction, or applicable law giving rise to such Administrative Claim, and any Holder of such Administrative Claim need not file an application, motion, or request to protect its rights with respect to the Claim. The Debtor reserves and shall have the right to object before the Effective Date to any Administrative Claim arising, or asserted as arising, in the Ordinary Course of Business, and shall withhold payment of such claim until such time as any objection is resolved pursuant to a settlement or a Final Order.

2.2 Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive a distribution of Cash in an amount equal to such Allowed Priority Tax Claim, without interest, on or as soon as practicable after (but in no event more than ninety (90) days after, unless extended by the Bankruptcy Court) the later of (i) the Effective Date; and (ii) the first Business Day after the date that is ninety (90) Business Days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim. Each holder of an Allowed Priority Tax Claim shall retain the Lien securing its Allowed Priority Tax Claim as of the Effective Date until full and final payment of such Allowed Priority Tax Claim is made as provided herein, and upon such full and final payment, such Lien shall be deemed to have been satisfied and shall be null and void and unenforceable for all purposes.

ARTICLE III: CLASSIFICATION OF CLAIMS

3.1 Introduction.

All Claims except Administrative Claims and Priority Tax Claims are placed in the Classes set forth below in this Article III.

The Plan contemplates separate Classes for the Debtor for voting and distribution purposes. To the extent a Class contains one or more subclasses, each such subclass is deemed to be a separate Class for all purposes under the Bankruptcy Code and the Plan.

Except for the unclassified Claims discussed in Article II above, Section 3.2 of the Plan sets forth a designation of Classes of all Claims in accordance with Bankruptcy Code Section 1122(a). A Claim is classified in a particular Class only to the extent any portion of the Claim qualifies within the description of the Class and is classified in a different Class to the extent any portion of the Claim qualifies within the description of that different Class. If a Claim is acquired or transferred, the Claim shall be placed in the Class in which it would have been placed if it were owned by the original Holder of such Claim. A Claim is also placed in a particular Class for the purpose of receiving Distributions only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, satisfied, or released before the Effective Date.

3.2 Claims Against the Debtor.

(a) Class 1: Non-Tax Priority Claims

(b) Class 2: General Unsecured Claims

(c) Class 3: Equity Interests of the Debtor

ARTICLE IV: IDENTIFICATION OF UNIMPAIRED AND IMPAIRED CLAIMS

4.1 Unimpaired Classes

Class 1 is unimpaired under the Plan.

4.2 Impaired Classes

Classes 2 and 3 are Impaired Classes under the Plan, and the Holders of Claims in those Classes are entitled to vote to accept or reject the Plan.

4.3 Controversy Concerning Impairment

In the event of a controversy as to whether any Class of Claims is an Impaired Class under the Plan, the Bankruptcy Court, after notice and a hearing, will determine such controversy on or before the Confirmation Date. If such controversy is not resolved on or before the Confirmation Date, the Debtor's interpretation of the Plan shall govern.

ARTICLE V: TREATMENT OF CLAIMS

Treatment of Claims and Interests in each Class is set forth in Article V of this Plan, and treatment of any Claim shall in all events refer exclusively to the Allowed amount of each respective Claim, unless explicitly provided otherwise.

5.1 Non-Tax Priority Claims – Class 1

Pursuant to 11 USC 1129(a)(9)(B) each holder of an Allowed Non-Tax Priority Claim will receive—

(i) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim;

5.2 General Unsecured Claims – Class 2

Class 2 consists of all Allowed Unsecured Claims. Each Holder of an Allowed Unsecured Claim in Class 2 shall receive distributions from the Debtor. The distribution to each Holder of Allowed Unsecured Claim in Class 2 shall equal the Pro Rata Share of the Holder's Allowed Claim multiplied by the proceeds, net of expenses, from the liquidation of the Assets.

5.3 Equity Interests of Debtor – Class 3

Class 3 consists of any and all interests of the Debtor that are property of the Debtor's Estate under Sections 541 and 1115 of the Bankruptcy Code. These interests are owned by RSA. Subject to and in accordance with Sections 6.1 and 6.2 of the Plan, and applicable non-bankruptcy law, on the Effective Date, (a) all Assets have been or will be liquidated and distributed to Holders of Allowed Claims. If there are any funds or property after Allowed Claims are paid in full, those remaining funds or property shall be distributed to Class 3.

ARTICLE VI: MEANS FOR EXECUTION AND IMPLEMENTATION OF THIS PLAN

6.1 Means for Execution and Implementation of this Plan

Following the Effective Date, the Debtor shall pay Holders of Allowed Claims all payments due under the Plan. The Plan will be funded by the net proceeds of the sale of the Debtors Assets pursuant to the Cinemex APA and Blue Fox APA and any other order of the Bankruptcy Court authorizing the sale of the Debtor's assets.

Holders of Allowed Claims in Class 1 will receive their treatment as set forth in Section 5.1.

Holders of Allowed Unsecured Claims in Class 2 shall receive their Pro Rata Share of the remaining proceeds of the Sale after payment of any Claims with higher priority and net of the expenses of distribution. In the event that a Claim in Class 2 is Disallowed pursuant to a Final Order, the Holder of such Claim shall immediately forfeit any right to a distribution by the Debtor. As set forth in Section 5.2, if there are any funds or property remaining after distributions are made to all Allowed Claims in Class 2, those remaining funds or property shall be distributed to Class 3.

The Debtor shall be obligated to take affirmative action to manage and distribute the Assets, in a way that maximizes the value of such assets, including without limitation the duty to determine the optimal time and method for operating or selling any assets.

The Holders of Allowed Claims shall receive more value and retain more rights under this Plan, as of the Effective Date, than they would receive in a liquidation under Chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of Section 1129(a)(7) of the Bankruptcy Code. A liquidation analysis is attached hereto as **Exhibit A**.

The Plan provides that a sale of substantially all of the Debtor's assets shall occur prior to the Effective Date, therefore, the Debtor shall be able to make all distributions called for by the Plan. Accordingly, the Plan satisfies the requirements of Section 1190(1)(C) of the Bankruptcy Code.

6.2 Distributions

If an interim Distribution is made, the Debtor shall withhold a reserve from this distribution to account for potential administrative expenses. Additionally, the Debtor shall withhold from any interim Distribution a disputed claims reserve sufficient to pay the potential Pro Rata Share to any Class 2 Claims that have neither been Allowed or Disallowed.

6.3 Debtor’s Handling of Claims and Avoidance Actions.

Unless released by this Plan, the Debtor shall retain the ability to pursue any Claims of the Estate and any Avoidance Actions.

ARTICLE VII: TREATMENT OF EXECUTORY CONTRACTS

7.1 General Treatment of Executory Contracts: Rejected

The Plan constitutes and incorporates a motion under Bankruptcy Code Sections 365 and 1123(b)(2) to (a) reject, as of the Effective Date, all Executory Contracts to which the Debtor is a party, except for any Executory Contract that was terminated before the Effective Date or has been assumed or rejected pursuant to an order of the Bankruptcy Court entered before the Effective Date, and (b) assume all Executory Contracts identified in any schedule of assumed contracts that may be included in the Plan Supplement.

The Confirmation Order shall constitute an order of the Bankruptcy Court under Bankruptcy Code Sections 365 and 1123(b)(2) approving the rejection or assumption, as applicable, of Executory Contracts pursuant to the Plan as of the Effective Date. Notice of the Confirmation Hearing shall constitute notice to any non-debtor party to an Executory Contract that is to be assumed or rejected under the Plan of the proposed assumption or rejection of such Executory Contract and any proposed amount of any Cure Claim.

7.2 Cure Payments and Release of Liability

Except as otherwise provided in a Final Order, pursuant to Bankruptcy Code Sections 365(a), (b), (c), and (f), all Cure Claims that may require payment under Bankruptcy Code Section 365(b)(1) under any Executory Contract that is assumed pursuant to the Confirmation Order shall be paid by the Debtor as an Administrative Claim (i) on or before the Effective Date with respect to Cure Claims that are not Disputed or (ii) within thirty (30) Business Days after a Disputed Cure Claim is Allowed, if ever, by agreement of the parties or a Final Order. If a party to an assumed Executory Contract has not filed an appropriate pleading on or before the date of the Confirmation Hearing disputing any proposed Cure Claim, the cure of any other defaults, the promptness of the Cure Claim payments, or the provision of adequate assurance of future performance, then such party shall be deemed to have waived its right to dispute such matters. Any party to an assumed Executory Contract that receives full payment of a Cure Claim shall waive the right to receive any payment on a Class 2 General Unsecured Claim that relates to or arises out of such assumed Executory Contract.

7.3 Bar to Rejection Claims

If the rejection of an Executory Contract pursuant to Section 7.1 of the Plan gives rise to a Claim by any non-Debtor party or parties to such Executory Contract, such Claim shall be forever barred and shall not be enforceable against the Debtor, the Estate, or the agents, successors, or assigns of the foregoing, unless a proof of such Claim is filed with the Bankruptcy Court and served upon the Debtor on or before the Rejection Bar Date. Any Holder of a Claim arising out of the rejection of an Executory Contract that fails to file a proof of such Claim on or before the Rejection Bar Date shall be forever barred, estopped, and enjoined from asserting such Claim against the Debtor, the Estate, or any of their assets and properties. Nothing contained herein shall extend the time for filing a proof of Claim for rejection of any Executory Contract rejected before the Confirmation Date.

7.4 Rejection Claims

Any Rejection Damage Claim arising from the rejection of an Executory Contract shall be treated as a General Unsecured Claim in Class 2 for purposes of Plan treatment, and must file a motion for estimation under Section 10.5(b) of this Plan in order to participate in Class 2 treatment, in addition to satisfying the requirements of Article VII of the Plan. Nothing contained herein shall be deemed an admission by the Debtor that such rejection gives rise to or results in a Rejection Damage Claim or shall be deemed a waiver by the Debtor or any other party in interest of any objections to such Rejection Claim if asserted.

ARTICLE VIII: ACCEPTANCE OR REJECTION OF THE PLAN

8.1 Impaired Classes Entitled to Vote

Only the Holder of an Allowed Claim in an Impaired Class may vote to accept or reject the Plan, and each such Holder must vote separately, except that a Holder of a Disputed Claim that has been estimated and allowed for purposes of voting on the Plan, in accordance with Bankruptcy Code Section 502(c) and Section 10.5(b) of this Plan, may also vote. No other voting is permitted.

8.2 Alternative Confirmation Standards Under Section 1191(a) and (b)

Debtor seeks to confirm this Plan by obtaining the consent of all Impaired Classes provided for in this Plan by a majority in number and two-thirds in amount of Allowed Claims actually voting. If Debtor succeeds in obtaining the consent of all Impaired Classes, the provisions of the Plan referencing and operating under section 1191(a) of the Bankruptcy Code will apply. If Debtor is unable to obtain the consent of all Impaired Classes, Debtor will request the Court to confirm the Plan under 1191(b). In this case, the provisions of the Plan referencing and operating under section 1191(b) of the Bankruptcy Code will apply.

ARTICLE IX: EFFECT OF PLAN CONFIRMATION AND EFFECTIVE DATE

9.1 Binding Effect

From and after the Effective Date, the Plan shall be binding upon and inure to the benefit of the Debtor, all former, present and future Holders of Claims, and their respective successors and assigns, and all other parties in interest in the Bankruptcy Case. Confirmation of the Plan binds each Holder of a Claim to the terms and conditions of the Plan, whether or not such Holder has accepted the Plan, receives money or property under the Plan, or is otherwise treated under the Plan, or was listed on Debtor's Schedules.

9.2 Vesting of Assets

Except as otherwise provided in this Plan and the Confirmation Order, any and all property and assets of the Debtor and the Estate shall vest in accordance with the terms of the Plan free and clear of all Claims, Liens, encumbrances, charges, and other interests.

9.3 Causes of Action and Claim Objections

Except as set forth in the Plan or the Confirmation Order, effective as of the Effective Date, without further action by any party, all Causes of Action including, but not limited to, any Avoidance Actions related to transfers identified in the Debtor's Statement of Financial Affairs, except for those released or exculpated by the Plan, and Claim Objections, shall be managed, controlled and overseen by the Debtor. From and after the Effective Date, and except as set forth in the Plan, or the Confirmation Order, the Debtor shall have the exclusive and absolute right and ability to preserve, prosecute, or maintain all Causes of Action and Claim Objections. The Debtor shall have the sole and exclusive right and discretion to determine whether to pursue any Causes of Action or Claim Objections. The Debtor may settle or compromise Causes of Action and Claim Objections subject to approval by the Bankruptcy Court. No claim, right, cause of action, or other asset shall be deemed waived or otherwise forfeited by virtue of the Debtor's failure to identify such property unless otherwise ordered by the Bankruptcy Court.

Except as provided in the Plan and except as released or exculpated by the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or causes of action under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, (i) any and all Claims against any Person, to the extent such Person asserts a crossclaim, counterclaim, and/or Claim for setoff which seeks affirmative relief against the Debtor, and (ii) the turnover of any property of the Debtor's Estate.

Except to the extent Claims are Allowed under the Plan and except as released or exculpated by the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any Claim, cause of action, right of setoff, or other legal or equitable defense which the Debtor had immediately prior to the Petition Date. The Debtor (or its successors or assigns) shall have, retain, reserve, and be entitled to assert all such claims, causes of action, rights of setoff, and other legal or equitable defenses which the Debtor had immediately prior to the Petition Date fully as if the Bankruptcy Case had not been commenced.

9.4 Discharge of Debtor

(a) Discharge if Plan Confirmed Under Section 1191(a). In the event the Plan is confirmed under Section 1191(a), the Debtor shall receive a discharge as provided for under Section 1141(d) upon the Confirmation Date. Without limitation of such discharge but in addition thereto, the Distributions and rights that are provided in the Plan shall be in complete satisfaction, discharge, and release of all Claims and Causes of Action against Debtor, whether known or unknown, including any and all liabilities of Debtor, Liens on Debtor's assets, obligations of Debtor, rights against Debtor, and Interests in Debtor or its Estate that arose prior to the Effective Date regardless of whether a claimant accepted or rejected the Plan.

(b) Discharge if Plan Confirmed Under Section 1191(b). If the Plan is confirmed under section 1191(b), as soon as practicable after completion by the Debtor of the payment of all payments expressly provided for under this Plan due within five (5) years of the Effective Date, the Court shall grant Debtor a discharge. The Distributions and rights that are provided in the Plan shall be in complete satisfaction, discharge, and release of all Claims and Causes of Action against Debtor, whether known or unknown, including any and all liabilities of Debtor, Liens on Debtor's Assets, obligations of Debtor, rights against Debtor, and Interests in Debtor or its Estate that arose prior to the Effective Date regardless of whether a claimant accepted or rejected the Plan.

9.5 Effectuating Documents; Further Transactions; Timing

Upon and after entry of the Confirmation Order by the Bankruptcy Court, the Debtor shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and to take whatever action is necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and achieve consummation and carry out the Plan in accordance with the Plan, and the Bankruptcy Code, without further application to or order of the Bankruptcy Court. All transactions that are required to occur on or before the Effective Date under the terms of the Plan shall be deemed to have occurred simultaneously, unless otherwise provided in the Plan.

9.6 Post-Confirmation Retention and Payment of Professionals

After the Confirmation Date, and except as otherwise provided in this Plan, the Debtor (or its successors and assigns) may retain and pay professionals without approval of the Bankruptcy Court according to the terms and conditions of Sections 330 and 331 of the Bankruptcy Code. Persons who served as professionals to the Debtor prior to the Effective Date may also continue to serve the Debtor (or his successors and assigns).

9.7 Conditions Precedent to the Effective Date.

The following are conditions precedent to the Effective Date that must be satisfied or waived by the Debtor in accordance with the terms of the Plan:

1. The Confirmation Order shall have been entered by the Bankruptcy Court in a form acceptable to the Debtor and shall be in full force and effect and such Confirmation Order shall be a Final Order.
2. The sales of substantially all of the Debtor's Assets contemplated by this Plan shall have been effectuated.

Upon satisfaction or waiver of the foregoing conditions, the Debtor may file a notice in the Bankruptcy Court of the date of such satisfaction or waiver.

ARTICLE X: OBJECTIONS TO CLAIMS; DISTRIBUTIONS

10.1 Objections to Claims

Any party in interest, including the Debtor, may file objections to Claims (other than Claims that are deemed Allowed under the Plan). Except as provided in Section 2.1 of the Plan with respect to Administrative Claims and Fee Claims, all objections to Claims must be filed and served in accordance with this section of the Plan within sixty (60) days after the Effective Date, and any objection to a Claim that is not filed and served in accordance herewith on or before the Effective Date shall be forever barred, estopped and enjoined.

An objection to a Claim will be deemed properly served on the Holder thereof if service is effected by any of the following methods: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) to the extent counsel for a Holder is unknown, by first class mail, postage prepaid, on the signatory on the proof of Claim or other representative identified and designated on the proof of Claim or any attachment thereto for receipt of notices; (c) by first class mail, postage prepaid, on any counsel that has appeared on behalf of the Holder in the Bankruptcy Case; or (d) if no proof of Claim has been filed, by first class mail, postage prepaid, on the Holder of such Claim at the address set forth in the Schedules.

10.2 Settlement of Objections to Claims

From and after the Effective Date, the Debtor is authorized to compromise all Claims, Disputed Claims, and Liens and to execute necessary documents, and stipulations of settlement, compromise or release, subject to the approval of the Bankruptcy Court.

10.3 No Interest on Claims

Unless otherwise specifically provided for in the Plan or the Confirmation Order, post-petition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim for the period from the Petition Date to the date a Distribution is made when and if such Disputed Claim becomes an Allowed Claim. To the extent any Holder of an Allowed Claim is entitled to interest accruing on or after the Petition Date pursuant to the terms of this Plan, a Final Order of the Bankruptcy Court or by separate agreement between the Debtor and the Holder, such interest shall accrue and be payable at the applicable Contract Rate.

10.4 Setoffs by the Debtor; No Waiver

Except as otherwise set forth in the Plan, the Debtor (or its successors or assigns) may, but shall not be required to, set off against or recoup from any Claim or any payment or Distribution to be made pursuant to the Plan in respect of such Claim, any Claim or Cause of Action of any nature whatsoever that the Debtor may have to the fullest extent permitted under applicable law. Any dispute related to the setoff or recoupment rights of the Debtor shall be determined by the Bankruptcy Court. Neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor of any such Claims or Causes of Action that the Debtor may have against such Holder or any affiliate of such Holder.

10.5 Procedures for Treating and Resolving Disputed and Contingent Claims

(a) No Distributions Pending Allowance. Notwithstanding any other provision of the Plan, only Holders of Allowed Claims, and Holders of Fee Claims deemed Allowed in accordance with Section 2.1 of the Plan, shall receive Distributions under the Plan.

(b) Claim Estimation. Claims may be estimated to the extent permitted under Bankruptcy Code Section 502(c). The Debtor may request estimation of any Claim pursuant to Bankruptcy Code Section 502(c) regardless of whether that Claim was previously objected to or whether the Bankruptcy Court has ruled on any such objection; *provided*, *however*, that the Bankruptcy Court will determine (i) whether such Claims are subject to estimation pursuant to Bankruptcy Code Section 502(c) and (ii) the timing and procedures for such estimation proceedings, if any. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any Claim in accordance with Bankruptcy Code Section 502(c), the amount so estimated shall constitute either the amount of such Claim, subject to any pending Claim objection, or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor may pursue supplementary proceedings to object to the allowance of such Claim. All the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism provided for in the Plan or by the Bankruptcy Court.

(c) Allowance of Claims Subject to Bankruptcy Code Section 502(d). Allowance of Claims will in all respects be subject to the provisions of Bankruptcy Code Section 502(d), except as provided by a Final Order or a settlement among the relevant parties.

10.6 Distributions Under the Plan

(a) Distributions. In accordance with the Plan, the Debtor shall, among other things, liquidate all Assets in accordance with the terms and conditions of the Plan. The Debtor will make Distributions to the Holders of Allowed Administrative Claims and Allowed Fee Claims payable after the Effective Date.

(b) Means of Cash Payment. Except as otherwise provided in the Plan, Cash payments made pursuant to the Plan shall be in U.S. dollars and may be made, at the option of and in the sole discretion of the Debtor, by checks drawn on or wire transfers from a domestic bank.

(c) Delivery of Distributions. All Distributions by check shall be deemed made at the time such is duly deposited in the United States mail postage prepaid. All Distributions to any Holder of an Allowed Claim shall be made at the address of each such Holder as set forth on the proof of Claim filed by such Holder (or at the last address of such a Holder known to the Debtor, if no proof of Claim is filed or if the Debtor has been notified in writing of a change of address). If any Holder's Distribution is returned as undeliverable, no further Distributions to such Holder shall be made unless and until the Debtor is timely notified in writing of such Holder's then current address, at which time all missed Distributions shall be made to such Holder without interest. Any Holder of an Allowed Claim whose Distribution is undeliverable must make demand for such Distribution to the Debtor in writing on or before thirty (30) days after the date such undeliverable Distribution was initially made, after which the Distribution shall be retained by the Debtor, for Distribution to other Holders of Claims pursuant to the terms of the Plan, and any claim by such intended recipient with respect to such undeliverable Distribution shall be discharged and forever barred. **The Debtor, and its respective agents and professionals are under no duty to take any action to either attempt to locate any Holder of a Claim or obtain an executed Internal Revenue Service Form W-9 from any Holder of a Claim.**

(d) Fractional Dollars; De Minimis Distributions. Any other provision of the Plan notwithstanding, payments of fractions of dollars will not be made. Whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment made will reflect a rounding of the fraction to the nearest whole dollar (up or down), with half dollars being rounded down. No payment of less than one hundred dollars ($100.00) shall be made with respect to any Allowed Claim, and the Debtor shall retain any such payment and shall deposit same into a pool for redistribution to other Holders of Allowed Claims in the same Class.

(e) Unclaimed Property. Any Distributions that are unclaimed shall be distributed by the Debtor to other Holders of Claims pursuant to the terms of the Plan.

(f) Payments on Business Days. In the event any payment, Distribution or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or Distribution or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

10.7 Duty to Disgorge Overpayments

To the extent the Holder of any Allowed Claim receives more than what such Holder is permitted to receive under the Plan, such Holder shall immediately return such excess payment(s) to the Debtor, failing which, the Debtor, as applicable, may sue such Holder for the return of the overpayment in the Bankruptcy Court or any other court of competent jurisdiction. Any such excess payment(s) shall be held by the Holder in constructive trust for the benefit of the Holders of Allowed Claims.

ARTICLE XI: RETENTION OF JURISDICTION

11.1 Jurisdiction

Until the Bankruptcy Case is closed, the Bankruptcy Court retains jurisdiction to the fullest extent under applicable law, including under Bankruptcy Code Sections 105(a) and 1142, including that which is necessary to ensure that the purpose and intent of the Plan are carried out and to hear and determine all objections thereto that could have been brought before the entry of the Confirmation Order. The Bankruptcy Court will retain jurisdiction to hear and determine all Claims against the Debtor and to enforce all Causes of Action and any related counterclaims, cross-claims, and/or third-party claims over which the Bankruptcy Court otherwise has jurisdiction.

11.2 Examination of Claims

Following the Confirmation Date, the Bankruptcy Court will retain jurisdiction to decide disputes concerning the classification and allowance of any Claim and the reexamination or reconsideration of Claims that have been Allowed, including for the purposes of voting, and the determination of any objections as may be filed to Claims. The failure by any party to object to, or to examine, any Claim for the purposes of voting will not be deemed a waiver of the right of the Debtor or any party in interest to object to, or to re-examine, such Claim in whole or in part.

11.3 Determination of Disputes

The Bankruptcy Court will retain jurisdiction after the Confirmation Date to determine (a) all questions and disputes regarding title to the assets of the Debtor; (b) all Causes of Action, controversies, disputes, or conflicts, whether or not subject to any pending action, as of the Confirmation Date, to recover property pursuant to the provisions of the Bankruptcy Code, and (c) all disputes and controversies regarding the operation, implementation, and interpretation of the Plan, the Confirmation Order, and any agreements that are identified or implement the Plan or the Confirmation Order.

11.4 Additional Purposes

Under Bankruptcy Code Sections 105(a) and 1142, and notwithstanding entry of the Confirmation Order, occurrence of the Effective Date, and/or substantial consummation of the Plan, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of or related to the Bankruptcy Case and the Plan to the fullest extent permitted by applicable law, including but not limited to jurisdiction to:

(a) hear and determine any modification of the Plan or the Plan Supplement pursuant to Bankruptcy Code Section 1127, to cure any defect or omission or reconcile any inconsistency in the Plan, the Plan Supplement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary or appropriate to carry out the purposes and effects thereof;

(b) hear and determine disputes, issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to execute, interpret, implement, consummate, or enforce the terms and conditions of the Plan and the Plan Supplement and the transactions contemplated thereunder, the Confirmation Order, or any other order of the Bankruptcy Court, or to maintain the integrity of the Plan following confirmation;

(c) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of or related to the Bankruptcy Case or the Plan;

(d) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered or approved in the Bankruptcy Case;

(e) hear and determine all disputes involving the existence, nature, or scope of the discharge, injunctions, releases, exculpations, and indemnifications granted pursuant to the Plan or the Confirmation Order;

(f) hear and determine disputes arising in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan, the Confirmation Order, any transactions, performance or payments provided for or contemplated in the Plan or the Confirmation Order, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(g) construe and apply any findings of fact and/or conclusions of law made in or in connection with the Confirmation Order;

(h) adjudicate matters arising in the Bankruptcy Case, including matters relating to the formulation and consummation of the Plan;

(i) enter any orders, including injunctions, as are necessary to enforce title, rights, and powers of the Debtor or to impose any limitations, restrictions, terms and conditions on such title, rights, and powers as the Bankruptcy Court may deem necessary;

(j) hear and determine all questions and disputes regarding title to or recovery of the assets and property of the Debtor;

(k) enter a Final Decree closing any or all of the Bankruptcy Case;

(l) correct any defect, cure any omission, or reconcile any inconsistency in the Plan, the Plan Supplement, or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan, the Plan Supplement, and the Confirmation Order including the adjustment of the date(s) of performance under the Plan, the Plan Supplement, and any other documents related thereto if the Effective Date does not occur as provided herein, so that the intended effect of the Plan, the Plan Supplement, and such other documents may be substantially realized thereby;

(m) enter, implement or enforce such orders as may be appropriate if the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(n) hear and determine all applications for compensation and reimbursement of expenses of Professionals or any other Person under the Plan or under Bankruptcy Code Sections

330, 331, 503(b), 1103, and 1129(a)(4) of the Bankruptcy Code; provided, however, that from and after the Effective Date, subject to Section 9.5 of the Plan, the payment of fees and expenses of professionals retained by the Debtor shall be made in the Ordinary Course of Business and shall not be subject to approval of the Bankruptcy Court;

(o) hear and determine issues concerning federal tax reporting and withholding that arise in connection with the confirmation or consummation of the Plan;

(p) hear and determine issues concerning state, local, and federal taxes in accordance with Bankruptcy Code Sections 346, 505, and 1146;

(q) hear and determine all matters regarding the assumption or rejection of Executory Contracts, including any disputes concerning Rejection Claims or Cure Claims;

(r) hear and determine any objection to any Claim (including any Administrative Claim), including the allowance, classification, priority, secured status, compromise, estimation, subordination, or payment thereof;

(s) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured, unsecured, or subordinated status of any Claim (including any Administrative Claim) and to re-examine Claims that have been allowed for purposes of voting;

(t) hear and determine any Cause of Action and any collection or settlement matters related thereto;

(u) hear and determine any disputes or litigation regarding the validity, priority, or extent of any Lien and any Claim associated therewith;

(v) hear and determine any other matter related hereto and not inconsistent with the Plan, the Confirmation Order, the Bankruptcy Code, or Title 28 of the United States Code; and

(w) hear and determine any objection by a Holder of a Claim to any sale or liquidation of the Assets.

11.5 Failure of the Bankruptcy Court to Exercise Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Bankruptcy Case, including the matters set forth in this Article XI, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XII: MISCELLANEOUS PROVISIONS

12.1 General Notices

Any notice, request, or demand required or permitted to be given in connection with the Plan shall be (a) in writing, (b) served to the parties and addresses set forth below by certified mail, return receipt requested, hand delivery, or overnight delivery, and (c) deemed to have been given or made when actually delivered or received:

To the Debtor:

iPic Theaters, LLC
Attn: Patrick Quinn
433 Plaza Real, Suite 355,
Boca Raton, Florida 33432-3932

With a copy to:

Christopher R. Thompson
200 S. Orange Avenue, Suite 800
Orlando, FL 32801

Derek F. Meek
420 North 20th Street, Suite 3400
Birmingham, AL 35203

Marc P. Solomon
420 North 20th Street, Suite 3400
Birmingham, AL 35203

12.2 Plan Supplement

No later than ten (10) days prior to the deadline for filing objections to Confirmation, or no later than any other deadline specified by the Bankruptcy Court or in the Plan with respect to a specific agreement or document, the Debtor shall file with the Bankruptcy Court the Plan Supplement and such exhibits, schedules, agreements, and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. Upon the filing of the Plan Supplement, (a) the Debtor will serve copies of the Plan Supplement on the Office of the U.S. Trustee and any party having appeared in the Bankruptcy Case and (b) the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims may obtain a copy of the Plan Supplement upon written request to the Debtor's counsel. The Plan Supplement is incorporated into, and is a part of, the Plan as if set forth in full herein, and all references to the Plan shall refer to the Plan together with all documents contained in the Plan Supplement.

12.3 Exemption From Transfer Taxes

Pursuant to Bankruptcy Code Section 1146(a), the issuance, transfer, or exchange of securities or other property under the Plan; the creation, transfer, filing, or recording of any mortgage, deed of trust, financing statement, or other security interest; or the making, delivery, filing, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, shall not be subject to any stamp tax, real estate tax, conveyance, filing, or transfer fees, mortgage, recording, or other similar tax or other government assessment. The Confirmation Order shall direct all appropriate governmental officials or agents to forgo the collection of any such tax or assessment and to accept such documents delivered under the Plan without the imposition or payment of any charge, fee, governmental assessment, or tax.

12.4 Revocation or Withdrawal of the Plan

The Debtor reserves the right to revoke and/or withdraw the Plan at any time before the Confirmation Date. If the Debtor revokes or withdraws this Plan, or if confirmation or the Effective Date of the Plan does not occur, then the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other Person or to prejudice in any manner the rights of the Debtor or any other Person in any further proceedings involving the Debtor or any other Person.

12.5 Amendment and Modification of the Plan

The Debtor reserves the right to amended and modify the Plan in writing at any time before the Confirmation Date, provided that (a) the Plan, as modified, meets the requirements of Bankruptcy Code Sections 1122 and 1123 and (b) the Debtor shall have complied with Bankruptcy Code Section 1125. The Debtor further reserves the right to modify the Plan in writing at any time after the Confirmation Date and before substantial consummation of the Plan, provided that (a) the Plan, as modified, meets the requirements of Bankruptcy Code Sections 1122 and 1123, (b) the Debtor shall have complied with Bankruptcy Code Section 1125, and (c) the Bankruptcy Court, after notice and a hearing, confirms the Plan as modified, under Bankruptcy Code Section 1129. A Holder of a Claim that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such Holder changes its previous acceptance or rejection.

12.6 Computation of Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein, the provisions of Bankruptcy Rule 9006(a) shall apply.

12.7 Due Authorization

Each and every Holder of an Allowed Claim that receives a Distribution under the Plan warrants that it is authorized to accept, in consideration of such Claim, the Distributions provided for in the Plan and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by it under the Plan.

12.8 Implementation

The Debtor shall execute such documents, take such other actions, and perform all acts necessary or appropriate to implement the terms and conditions of the Plan without the need for further Bankruptcy Court approval.

12.9 Execution of Documents

Upon application by the Debtor, the Bankruptcy Court may issue an order directing any necessary party to execute or deliver, or to join in the execution or delivery of, any instrument or document, and to perform any act necessary for the consummation or implementation of the Plan.

12.10 Bankruptcy Restrictions

From and after the Effective Date with respect to the Debtor, the Debtor shall no longer be subject to the restrictions and controls provided by the Bankruptcy Code (e.g., Sections 363 or 364) except as the Bankruptcy Code, the Confirmation Order, or this Plan may specifically provide otherwise. No monthly operating reports will be filed after the Effective Date; however, the Debtor shall provide the U.S. Trustee such financial reports as may be required by applicable law.

12.11 Plan Exculpation.

NEITHER THE DEBTOR, NOR ANY OF ITS RESPECTIVE EMPLOYEES, EQUITY HOLDERS, PARTNERS, AFFILIATES, OFFICERS, ADVISORS, PROFESSIONALS, ATTORNEYS OR AGENTS, SHALL HAVE OR INCUR ANY LIABILITY TO THE DEBTOR OR ANY HOLDER OF A CLAIM FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATED TO, OR ARISING OUT OF, THE BANKRUPTCY CASE, NEGOTIATIONS REGARDING OR CONCERNING THE PLAN OR ANY PLAN SUPPLEMENT, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE CONSUMMATION OF THE PLAN, THE ADMINISTRATION OF THE PLAN, OR THE DISTRIBUTIONS UNDER THE PLAN, EXCEPT FOR WILLFUL MISCONDUCT, ACTUAL FRAUD, OR GROSS NEGLIGENCE. THIS PLAN EXCULPATION SHALL BE EFFECTIVE UPON THE ENTRY OF THE CONFIRMATION ORDER.

12.12 Plan Injunction

THE CONFIRMATION ORDER SHALL ACT AS A PERMANENT INJUNCTION AGAINST ANY PERSON: (A) COMMENCING OR CONTINUING ANY ACTION, (B) EMPLOYING ANY PROCESS, OR (C) ANY ACTING TO COLLECT, OFFSET, OR RECOVER ANY CLAIM EXCEPT AS PROVIDED FOR IN THIS PLAN AGAINST: (1) DEBTOR, (2) AGAINST ANY PROPERTY OF DEBTOR. SUCH INJUNCTION SHALL SURVIVE THE CLOSURE OF THE BANKRUPTCY CASE AND THIS COURT SHALL RETAIN JURISDICTION TO ENFORCE SUCH INJUNCTION.

12.13 Document Retention and Maintenance

Upon the Effective Date, the Debtor will no longer have an obligation to maintain and may cease to maintain any client records, due diligence files, or supervisory records of registered representatives. These supervisory records include, but are not limited to, communications received or sent; advertising, records of outside business activities, records on personal securities accounts, branch audits and gifts logs. Any appropriate governmental agency, however, may notify the Debtor prior to the Effective Date that it wishes to maintain a copy of those supervisory records of registered representatives and the Debtor shall effectuate a transfer of those records to that governmental agency.

12.14 Ratification

The Confirmation Order will ratify all transactions effected by Debtor during the pendency of the Bankruptcy Case that were either approved by the Bankruptcy Court or taken in the Ordinary Course of Business.

12.15 Interpretation

Unless otherwise specified, all Section, Article, and exhibit references in the Plan are to the respective Section in, Article of, or Exhibit to the Plan, as the same may be amended, waived, or modified from time to time. The headings of the Articles, paragraphs, and Sections of the Plan and Table of Contents in the Plan are inserted for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan or its interpretation. Nothing herein shall be deemed as a judicial admission by any party. Likewise, any defined terms in the Plan not defined shall have the same meaning as that term has under the Bankruptcy Code.

12.16 Severability of Plan Provisions

If any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable before the Confirmation Date, the Bankruptcy Court, upon the request of the Debtor, will have the power to alter or interpret the Plan to make such term or provision valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and the term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by the holding, alteration, or interpretation, provided that the Debtor consents. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.17 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules), the laws of the State of Florida shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan; provided that federal law will govern the construction and implementation of any agreement executed by the United States in connection with the Plan.

12.18 Compliance with Tax Requirements

In connection with this Plan, to the extent applicable, the Debtor in making Distributions in accordance with the terms and conditions of this Plan shall comply with all tax withholding and reporting requirements imposed on it by any governmental unit and all such Distributions shall be subject to such withholding and reporting requirements. The Debtor may withhold the entire Distribution due to any Holder of an Allowed Claim until such time as such Holder provides to the Debtor, the necessary information to comply with any withholding requirements of any governmental unit. Any property so withheld will then be paid by the Debtor to the appropriate authority. If the Holder of an Allowed Claim fails to provide to the Debtor the information necessary to comply with any withholding requirements of any governmental unit within six (6) months after the date of first notification by the Debtor to the Holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then the Holder's Distribution shall be treated as an undeliverable Distribution in accordance with this Plan. The payment of all taxes on all Distributions shall be the sole responsibility of the distributee.

IPIC THEATERS, LLC

/s/ Patrick Quinn
Patrick Quinn, CEO

EXHIBIT A

Liquidation Analysis

[To be supplemented.]