

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

In re:

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

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

(Jointly Administered)

Reorganized Debtors.

**REORGANIZED DEBTORS' MOTION TO COMPEL PRODUCTION
OF DOCUMENTS BY MN THEATERS**

Cinemex Holdings USA, Inc., CMX Cinemas, LLC, and CB Theater Experience LLC (“Cinemex”) moves, pursuant to Rules 34 and 37 of the Federal Rules of Civil Procedure, Rules 7034, 7037, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 7026-1(E) of the Local Rules of Bankruptcy Procedure for the Southern District of Florida (the “Local Rules”) to compel the production of documents by MN Theaters 2006 LLC (“MN Theaters”), and in support thereof states the following:

I. PRELIMINARY STATEMENT²

MN Theaters has asserted that Cinemex must pay it \$6,302,001 for asserted repairs and remediation to the premises for the Leases (as defined below), but yet refuses to produce documents relating to these asserted, sizable amounts. MN Theaters has simply refused to search for documents from prior to the June 30, 2025 petition date, even though it claims that Cinemex

¹ The Debtors in these cases and the last four digits of each 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 Debtors is 4300 Biscayne Blvd, Suite 203, Miami, FL 33137.

² Capitalized terms used in the section are defined in other sections of the Motion.

had failed to repair and maintain and refurbish the premises prior to the Petition Date. Cinemex strongly disputes this allegation, particularly as it spent at least \$4.774 million in refurbishing, repairing and maintaining the properties, and it is entitled to obtain documents from MN Theaters relating to this issue. The need for these documents is underscored by (i) MN Theaters' inconsistent and questionable accounting regarding its asserted damages for the properties' refurbishment, repair and maintenance, which MN Theaters lowered of approximately \$2,460 million during the briefing phase of the Claim Objection; and (ii) MN Theaters' prepetition inspections of the premises, which, in light of claims for over \$6.3 million, should plausibly reflect the grievances for which it now seeks compensation. Likewise, MN Theaters has refused to produce documents relating to its efforts to mitigate damages, which would tend to show what the condition of the premises actually is. Accordingly, Cinemex files this motion seeking the production of these documents.

II. BACKGROUND

a. MN Theaters' Challenge to Subchapter V Eligibility and Plan Confirmation

2. Cinemex is in the movie theater business and is based in Miami, Florida. At the time of the bankruptcy filing described below, Cinemex operating movie theaters in dozens of cities. The theaters operate under the brand names "CMX Cinemas" and "CMX CinéBistro."

3. On August 22, 2017, Cinemex Stratford entered into two leases with MN Theaters to commence operation of two new Cinemex theaters at the premises located at: (a) 3450 East Circle Drive NE, Rochester, Minnesota 55906 (the "Chateau Lease"), and (b) 14401 Burnhaven Drive, Rochester, Minnesota 55306 (the "Odyssey Lease," and together with the Chateau Lease, the "Leases").

4. Then, on January 22, 2019, Cinemex Stratford assigned its tenancy interests in the Leases to CB Theater Experience LLC ("CB Theater").

5. On June 30, 2025 (the “Petition Date”), Cinemex commenced the instant cases upon the filing of voluntary petitions for relief under the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida. Each case sought to proceed under Subchapter V of Chapter 11 the United States Bankruptcy Code.

6. On July 24, 2025, after ceasing operation of the two unprofitable Cinemex theaters located within the premises subject to the Leases (the “Premises”), Cinemex sought rejection of the Leases between CB Theater and MN Theaters *Debtors’ Motion to Reject Leases Effective as of July 31, 2025* (Dkt. No. 112) (the “Lease Rejection Motion”).

7. On July 30, 2025, this Court granted Cinemex’s Lease Rejection Motion through its *Order Granting Debtors’ Motion to Reject Leases Effective as of July 31, 2025* (Dkt. No. 137).

8. On August 28, 2025, following the rejection of the Leases, Cinemex filed its initial *Plan of Reorganization* (Dkt. No. 193).

9. Subsequently, on September 3, 2025, MN Theaters sought to undermine Cinemex’s eligibility to proceed under Subchapter V by filing its *Objection of MN Theaters 2006 LLC to the Debtors’ Designations as Small Business Debtors and their Election To Apply Subchapter V* (Dkt. No. 198).

10. On September 5, 2025, Cinemex filed its final *Amended Plan for Reorganization* (Dkt. No. 201) (the “Amended Plan”).

11. On September 17, 2025, Cinemex filed the *Debtors’ Response to Objection of MN Theaters 2006 LLC to the Debtors’ Designations as Small Business Debtors and their Election To Apply Subchapter V* (Dkt No. 224), defending its exclusion of obligations relating to the payment of sales tax obligations, payroll, and paid time off as unliquidated and/or contingent debts.

12. On September 25, 2025, MN Theaters filed its *Reply to Debtors' Response to Objection of MN Theaters 2006 LLC to the Debtors' Designations as Small Business Debtors and their Election To Apply Subchapter V* (Dkt. No. 238), maintaining that the exclusion of sales tax, payroll, and paid time off obligations was improper and thus Cinemex was ineligible to proceed under Subchapter V.

13. On November 17, 2025, this Court overruled MN Theaters' frivolous objections to Subchapter V eligibility and confirmed Cinemex's Amended Plan through the *Order Confirming Amended Plan of Organization* (Dkt. No. 394).

b. Cinemex Objects to MN Theaters' Claim

14. On September 8, 2025, while MN Theaters' unsuccessful challenges to Cinemex's Subchapter V eligibility unfolded in the background, MN Theaters filed its claim no. 23 (the "Claim"), whereby it alleged an unsecured claim against CB Theater with a grand total of "at least" \$12,630,892.56, a large majority of which consisted of "repairs and remediation" totaling "[a]t least \$8,762,945.00."

15. On September 12, 2025, Cinemex objected to MN Theaters' inflated claim, particularly to the inclusion of the gargantuan amounts for "repairs and remediation," within its *Objection to Claim Nos. 21 and 23 of MN Theaters 2006 LLC* (Dkt. No. 218) (the "Claim Objection").

16. On September 22, 2025, MN Theaters responded to Cinemex's Claim Objection through its *Response of MN Theaters 2006 LLC to the Debtors' Objection to Claim No. 23* (Dkt. No. 229) (MN Theaters' "Response to Claim Objection").

17. In its Response to Claim Objection, MN Theaters offers various explanations for the alleged refurbishment, repair and remediation costs, stating that "[f]rom the outset [of the

Leases], the Lessee failed to meet its renovation and maintenance obligations under the Leases.” Response to Claim Objection ¶ 10. MN Theater then alleges that CB Theater failed to bring the Premises to “luxury” standards, specifically citing the fact that the lobbies are “still adorned with their old decorations.” *Id.* ¶ 23. Further, MN Theaters alleges that Cinemex allowed mold infestations, torn seats, cracked sidewalks, and broken projectors to develop throughout the Leases. *Id.*

18. Thereafter, Cinemex denied liability for any refurbishment, repairs or remediation within its *Reply to the Response of MN Theaters 2006 LLC to the Debtors’ Objection to the Debtors’ Objection to Claim No. 23* (Dkt. No. 239) (the “Reply to Claim Objection Response”), highlighting the extensive efforts Cinemex underwent to renovate and maintain the Premises subject to the Leases. Reply to Claim Objection Response ¶¶ 2-3, 8. Cinemex also pointed out that, prior to Response to Claim Objection, MN Theaters never alleged that Cinemex had breached section 2(c) of the Leases (i.e., refreshing the lobbies). *Id.* ¶ 3.

c. Cinemex Seeks Discovery Relating to Claim Objection

19. On September 19, 2025, Cinemex propounded discovery relating to MN Theaters’ Claim by serving MN Theaters with the *Debtors’ First Set of Requests for the Production Relating to Docket No. 218* (the “Requests,” and individually, each a “Request”), a copy of which is annexed hereto as **Exhibit “A”**, in an effort to ascertain the appropriate amount of MN Theaters’ disputed Claim. Cinemex is seeking documents from the inception of the Leases (August 22, 2017) to the Petition Date for the following Requests (which are quoted in full below with MN Theaters’ objections thereto and Cinemex’s responses in accordance with Local Rule 7026-1(E)(2)):

Request No.	Request	MN Theaters' Objection	Cinemex's Response
1	All Documents and Communications, including those among Yourselves, that Relates To clause 9 "Repairs and Maintenance; Replacement" under the Chateau Lease, including those Concerning any inspections that You performed in relation to such clause 9.	Responses and Objections at ¶22: "MN Theaters objects to Instruction No. 2 as overbroad, unduly burdensome, and imposing a burden on MN Theaters that is not proportional to the needs of the case. Unless otherwise specified, MN Theaters will produce documents generated from June 30, 2025 to September 19, 2025 (the "Relevant Period")."	As discussed below, the Request relates to the alleged failure to repair and maintain the premises for the Leases, and Cinemex is entitled to obtain contemporaneous documentation related to this issue, particularly given MN Theaters' prepetition inspections of the premises.
2	All Documents and Communications, including those among Yourselves, Relating to clause 9 "Repair and Maintenance; Replacement" under the Odyssey Lease, including those Concerning any inspection that You performed in relation to such clause 9.	<i>See above.</i>	<i>See above.</i>
10	All Documents and Communications, including those among Yourselves, Relating To the asserted "Repairs and remediation" amounts Concerning the "Burnsville Lease" and the "Rochester Lease" referenced in paragraph 11 of the Proof of Claim.	<i>See above.</i>	<i>See above.</i>
11	All other Documents and Communications Relating To any other allegation included in the Proof of Claim that is not covered by Requests No. 7-10.	<i>See above.</i>	<i>See above.</i>

20. On September 23, 2025, MN Theaters sent to Cinemex its *Response and Objections to the Debtors' First Set of Requests for the Production Relating to Docket No. 218* (the "Responses and Objections"), a copy of which is annexed hereto as **Exhibit "B"**.

21. On October 20, 2025, the deadline for MN Theaters to produce documents responsive to Cinemex's Requests passed, without Cinemex receiving a single document from MN Theaters.

22. On October 31, 2025, after MN Theaters' Response to Claim Objection, Cinemex propounded additional discovery relating to MN Theaters' Claim by serving MN Theaters with the *Debtors' Notice of Taking Deposition Duces Tecum Pursuant to Fed. R. Bankr. P. 7030(b)(2), (b)(6), 7034 and 9014 Relating to Docket No. 218*, a copy of which is annexed hereto as **Exhibit "C"**, which included supplemental requests for production of documents (the "Second Requests" and individually, each a "Second Request"). The deadline to produce documents responsive to the Second Requests was November 21, 2025.

23. The Supplemental Requests sought, among other things, documents relating to the newly asserted breaches of the section 2(c) of the Leases from the inception of the Leases (August 22, 2017) to the Petition Date. In addition, the Debtors sought documents regarding the status of the properties and the efforts to mitigate damages:

Request No.	Request	MN Theaters' Objection	Cinemex's Response
1	All Documents and Communications, including those among Yourselves, that Relates To clause 2(c) under the Chateau Lease.	Second Responses and Objections at ¶ 22: "MN Theaters objects to Instruction No. 2 as overbroad, unduly burdensome, and imposing a burden on MN Theaters that is not proportional to the needs of the case. Unless otherwise specified, MN Theaters will produce documents generated from July 1, 2025, to the date of these Responses and Objections (the "Relevant Period")."	As discussed below, the Request relates to the alleged failure to comply with section 2(c) of Leases, and Cinemex is entitled to obtain contemporaneous documentation related to this issue, particularly given MN Theaters' prepetition inspections of the premises.
2	All Documents and Communications, including those among Yourselves, that Relates To clause 2(c) under the Odyssey Lease.	See above.	As discussed below, the Request relates to the alleged failure to comply with section 2(c) of Leases, and Cinemex is entitled to obtain contemporaneous documentation related to this issue, particularly given MN Theaters' prepetition inspections of the premises.

Request No.	Request	MN Theaters' Objection	Cinemex's Response
17	All Documents and Communications, including those among Yourselves, Relating To the status of the properties relating to the Chateau Lease and the Odyssey Lease, including whether such properties are being marketed, and efforts, plans, and expectations for the lease or sale of such properties.	Second Responses and Objections at p. 22: "In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors' possession, custody, or control or otherwise available to Debtors. MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any Document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information."	As discussed below, this Second Request relates to the status of the premises for the Leases, which is a key issue for the Claim Objection. In addition, the mitigation efforts and future plans and expectations relate to the condition of the premises.

24. On November 3, 2025, Cinemex sent MN Theaters a letter with respect to the Requests and the Responses and Objections, which proposed search parameters for its Requests (including date ranges) and production of responsive documents by November 21, 2025. A copy of the letter is annexed hereto as **Exhibit "D"**.

25. On November 14, 2025, MN Theaters sent to Cinemex its *Response and Objections to the Debtors' Notice of Taking Deposition Duces Tecum Pursuant to Fed. R. Bankr. P.*

7030(B)(2), (B)(6), 7034 and 9014 Relating to Docket No. 218 (the “Second Responses and Objections”), a copy of which is annexed hereto as **Exhibit “E”**.

26. On November 21, 2025, MN Theaters produced a mere 27 documents across 250 pages, which largely consisted of documents previously provided to Cinemex.

27. Thereafter, on November 24, 2025, Cinemex and MN Theaters engaged in a meet and confer regarding, among other things, the date ranges for Requests nos. 1-2 and 10-11 and the production of documents responsive to Second Request nos. 1-2 and 17. MN Theaters refused to produce documents from prior to the Petition Date or responsive to Second Request no. 17.

28. On December 1, 2025, MN Theaters sent Cinemex a letter with respect to the November 24, 2025 meet and confer confirming that MN Theaters would not produce documents from prior to the Petition Date or responsive to Second Request no. 17. A copy of this letter is annexed hereto as **Exhibit “F”**. In addition, MN Theaters has not informed Cinemex when its production of documents will resume or complete.

III. LEGAL STANDARD

29. Federal Rule of Civil Procedure 37(a)(3)(B) authorizes a party seeking discovery to “move for an order compelling an answer, designation, production, or inspection” where the responding party fails to comply with its obligations under Rule 34. See Fed. R. Civ. P. 37(a)(3)(B)(iv).

30. Rule 26 of the Federal Rules of Civil Procedure, made applicable to this matter pursuant to Rule 7026 of the Federal Rules of Bankruptcy Procedure, provides, in pertinent part:

Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

Information within this scope of discovery need not be admissible in evidence to be discoverable.

Fed. R. Civ. P. 26(b)(1) (emphasis added).

31. Under Rule 26, a party may obtain discovery regarding any non-privileged matter that is relevant.” *In re Taylor, Bean & Whitaker Mortgage Corp.*, 493 B.R. 872, 876 (Bankr. M.D. Fla. 2013); *see also In re Anderson News, LLC*, 615 B.R. 45, 50 (Bankr. D. Del. 2020). “Information can be relevant even if it only leads to other relevant information.” *Anderson News*, 615 B.R. at 50 (quotation and citation omitted). “Moreover, the information need not be admissible at trial so long as the discovery appears reasonably calculated to lead to the discovery of admissible evidence.” *Taylor, Bean & Whitaker Mortgage Corp.*, 493 B.R. at 876. “Because the standard for discovery is broad, discovery is ordinarily allowed under the concept of relevancy unless it is clear that the information sought can have no possible bearing upon the subject matter of the action.” *Anderson News*, 615 B.R. at 50 (quotation and citation omitted).

32. Rule 34 of the Federal Rules of Civil Procedure provides, in pertinent part, that a party can seek the production of documents in accordance with Rule 26(b) of the Federal Rules of Civil Procedure and that:

The production must then be completed no later than the time for inspection specified in the request or another reasonable time specified in the response.

Fed. R. Civ. P. 34(a)(1) & (b)(2)(B).

IV. ARGUMENT

33. The Claim asserts an entitlement to over \$6.3 million on account of Cinemex’s alleged failure to refurbish, repair and maintain the leased premises, but MN Theaters has bluntly refused to provide any documents from the time period where these harms allegedly occurred (as Cinemex turned over possession of those premises to MN Theaters shortly after the Petition Date). Rather, MN Theaters has asserted that it does not need to produce documents because Cinemex’s

knowledge (or lack thereof) of the alleged damages is irrelevant. *See* Exh. F at p. 2. To start, this position ignores that contractual provisions—including refurbishment, repair and maintenance obligations—can be waived by the parties, and the requested documents relate to that issue. In addition, the contemporaneous documents and communications should be more probative of the status of the premises than those created after the fact. This is particularly true where MN Theaters was able to—and in fact did—inspect the premises prepetition, and the historical inspections available to Cinemex do not support the Claim.

34. MN Theaters’ similar blanket refusal to produce documents responsive to Second Request no. 17 – which seeks documents relating to the current condition of the premises, mitigation efforts, and plans and expectations for those premises – only heightens the concerns. A key issue in the dispute is the actual condition of the premises, and those documents directly relate to that issue. For example, if there is mold causing nearly a million dollars in damage, there should be current documents showing how MN Theaters is addressing and communicating about the issue, as well as documents showing the actual damages (like vendor estimates). Also, MN Theaters is presumably communicating with brokers and potential tenants about the premises, including their condition. Regardless of whether MN Theaters is correct that Minnesota law does not require mitigation of damages, Cinemex is still entitled to discovery on the issue of damages (including whether mitigation has reduced the lease rejection damages).³

³ To be clear, Cinemex does not concede that MN Theaters has no duty to mitigate damages. Rather, “once a lease is terminated, a duty to mitigate damages arises under Minnesota law.” *See In re Timber Lodge Steakhouse, Inc.*, 377 B.R. 604, 606 (Bankr. D. Minn. 2007). In relevant part, each of the Leases include a provision permitting Cinemex to terminate if the premises were damaged and either (i) the repair cost was more than 50% of the replacement cost for the premises or (ii) the repair cost would not be covered by Cinemex’s insurance. *See* Response to Claim Objection, Dkt. No. 229 at Exh. A-1 (Burnsville Lease) at §§10 (providing termination right), 1 (defining Casualty as “any damage or destruction caused to the Premises by any reason, including fire”) & A-2 (Rochester Lease) at §§10 (same), 1 (same). In addition, under 11 U.S.C. section 502(b)(6), there is a separate duty to mitigate. *See id.* at 606 n. 1 (citing cases).

35. Further, Cinemex has serious concerns about the veracity of the Claim. As Cinemex pointed out within its Reply to Claim Objection Response, MN Theaters never alleged any breach of Section 2(c) of the Leases (relating to the asserted renovation obligations) prior to rejection of the Leases. Furthermore, MN Theaters has claimed inconsistent amounts of repair and remediation damages, initially alleging \$8,762,945 in its Claim and later alleging \$6,302,001 in its Response to Claim Objection. Similarly, the “Repair Cost Estimate” prepared by Braun Intertec Corporation (“Intertec”) attached to the Claim alleged \$1,562,700, but the copy of Intertec’s Repair Cost Estimate attached to MN Theaters’ Response to Claim Objection alleged \$2,319,360. This all underscores the need for fulsome discovery, particularly considering that the Claim would otherwise be paid 100% per the Debtors’ projections.

36. Separately from the inadequacy of the search parameters and the documents to be produced, Cinemex needs a deadline for MN Theaters to complete production. So far, Cinemex received 27 documents on November 21, 2025, and understands that additional documents will be produced on a rolling basis, but does not know when production will re-commence or end. Cinemex wants to conclude the Claim Objection well in advance of the June 30, 2026 plan distribution to general unsecured creditors, which would allow the substantial sums MN Theaters is seeking for itself to instead be paid pro rata to the other general unsecured creditors. As such, Cinemex would propose a production deadline of January 12, 2026, or 31 days from filing this Motion.

V. CONCLUSION

For the reasons set forth herein, Cinemex respectfully requests that this Court compel MN Theaters to (i) search for and produce documents from the inception of the Leases on August 22, 2017 onwards for Requests nos. 1-2 and 10-11 and Second Requests n. 1-2, (ii) search for and produce documents from the Petition Date through to the present for Second Request no. 17, and

(iii) complete production of documents responsive to Cinemex's Requests and Second Requests by January 12, 2026.

Dated: December 16, 2025

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 Debtors

Local Rule 7026-1(F) Certification

The undersigned counsel certifies that he has conferred via Zoom on November 24, 2025 with the attorney for the opposing party in a good faith effort to resolve by agreement the issues raised in this motion, but that the attorneys have been unable to do so.

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 16, 2025, a true and correct copy of the forgoing was served via CM/ECF to all parties registered to receive notice via CM/ECF in this case.

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

Exhibit A

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

In re:

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

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

Debtors.

(Jointly Administered)

FIRST SET OF REQUESTS FOR THE PRODUCTION
RELATING TO DOCKET NO. 218

Pursuant to rules 26 and 34 of the Federal Rules of Civil Procedure and rules 7026, 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, Cinemex Holdings USA, Inc. (“Cinemex Holdings”), CMX Cinemas, LLC, and CB Theater Experience LLC (“CB Theater” and, collectively with Cinemex Holdings and CMX Cinemas, LLC, the “Debtors” or “Cinemex”), all of which are debtors in the above-captioned jointly administered chapter 11 cases (subchapter V), hereby propound their *First Set of Requests for Production Relating to Docket No. 218* to MN Theaters 2006 LLC (“MN Theaters”). The Debtors request that MN Theaters produce all documents responsive to the following First Set of Requests for Production at the offices of Bast Amron LLP, One Southeast Third Avenue, Suite 1400, Sun Trust International Center, Miami, Florida 33131 no later than October 20, 2025.

¹ The Debtors in these chapter 11 cases and the last four digits of each 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 Debtors is 4300 Biscayne Blvd., Suite 203, Miami, FL 33137.

DEFINITIONS

The following definitions apply to these Requests and shall have the following meanings and rules of construction, unless the context requires otherwise. Nothing set forth below is intended to narrow the scope of discovery permitted by the Federal Rules of Civil Procedure, and the definitions and Requests should be read as broadly as permitted by those rules.

1. **“Bankruptcy Code”** means title 11 of the United States Code.
2. **“Braun Intertec”** means Braun Intertec Corporation, and any of its current and former affiliates, subsidiaries, successors, predecessors, assignees, agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.
3. **“Communication”** means any transmittal of information in any form and of any kind, including any electronic, oral, or written transmission, including but not limited to e-mail communications.
4. **“Chateau Assessment”** means the Baseline Property Condition Assessment dated September 8, 2025 and prepared by Braun Intertec Concerning the Chateau Theater, including all of the appendices.
5. **“Chateau Lease”** refers to the lease agreement for the Chateau Theater, which was entered into on August 22, 2017 by MN Theaters and Cinemex Stratford, LLC and later assigned through Notices of Assignment to CB Theater Experience LLC.
6. **“Chateau Theater”** is the Premises for the Rochester Lease, attached as Exhibit B to MN Theaters’ Proof of Claim in the above-captioned action, that “includes the Land, Improvements and Equipment located at the address commonly known as 3450 East Circle Drive N.E., Rochester, MN 55906, including a fourteen (14) screen cinema known as the Paragon Chateau 14 on approximately 8.55 acres of land and containing approximately 50,772 square feet of improved space.”
7. **“Concern,”** and **“Concerning”** means constituting, pertaining to, making reference to, comprising, evidencing, alluding to, responding to, connected with, commenting on, with respect to, about, regarding, resulting from, embodying, explaining, supporting, contradicting, discussing, showing, describing, reflecting, analyzing, setting forth, in respect of, having a relationship to, or in any way being factually, legally, or logically connected to, in whole or in part, the stated subject matter.
8. **“Court”** means the U.S. Bankruptcy Court Southern District of Florida.
9. **“Debtors”** means Cinemex Holdings USA, Inc., CMX Cinemas, LLC and CB Theater Experience LLC.

10. The term “**Document**” is intended to have the broadest possible meaning under Rule 34 of the Federal Rules of Civil Procedure and includes, without limitation, any writings, drawings, graphs, charts, photographs, phone records, electronic, recorded, digitally encoded, graphic, and/or other data compilations from which information can be obtained, translated if necessary, by the respondent through detection devices into reasonably usable form, or other information, including originals, translations and drafts thereof and all copies bearing notations and marks not found on the original. The term “document” includes, without limitation, affidavits, analyses, appointment books, appraisals, articles from publications, (whether in paper, database, electronic or other format(s)), calculations (whether in paper, database, electronic or other format(s)), books, books of account, statements, cables, calendars, charts, checks (cancelled or uncanceled), check stubs, confirmations, contracts, correspondence, credit card receipts, desk calendars, desk pads, diaries, diskettes, drafts, estimates, evaluations, filings, financial statements, forms, invoices, journals, ledgers, letters, lists, memoranda, minutes, notations, notes, opinions, orders, pamphlets, papers, partners’ and employees’ personnel files, partners’ and employees’ review check lists, permanent files, pictures, press releases, projections, prospectuses, publications, receipts, recordings of conferences, conversations or meetings, reports, statements, statistical records, studies, summaries, tabulations, telegrams, telephone records, telex messages, transcripts, understandings, videotapes, vouchers, work papers, copies of records and documents, and sheets or things similar to any of the foregoing however denominated. The term “document” further includes email and electronic communication whether stored on a personal computer, network computer system, backup computer tape and/or disk, or by some other storage mechanism. The term “document” further means any document now or at any time in the possession, custody, or control of the entity to whom this document request is directed (together with any predecessors, successors, affiliates, subsidiaries or divisions thereof, and their officers, directors, employees, agents and attorneys). The term “document” also includes all Electronically Stored Information (defined below). Without limiting the term “control” as used in the preceding sentence, a person is deemed to be in control of a document if the person has the right to secure the document or a copy thereof from another person having actual possession thereof, including, but not limited to, work product contracted by you from professional firms.

11. “**Entity**” shall have the meaning ascribed to such term in section 101(15) of the Bankruptcy Code.

12. “**Grupo Cinemex**” means Grupo Cinemex S.A. de C.V.

13. “**MN Theaters,**” **You,**” “**Your,**” or “**Yourselves**” means MN Theaters 2006 LLC, and any of its current and former affiliates, subsidiaries, successors, predecessors, assignees, agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.

14. “**Odyssey Assessment**” means the Baseline Property Condition Assessment dated September 8, 2025 and prepared by Braun Intertec Concerning the Odyssey Theater, including all of the appendices.

15. “**Odyssey Lease**” refers to the lease agreements for the Odyssey Theater, which were entered into on August 22, 2017 by MN Theaters and Cinemex Stratford, LLC and later assigned through Notices of Assignment to CB Theater Experience LLC.

16. **“Odyssey Theater”** means is the Premises for the Burnsville Lease, attached as Exhibit A to MN Theaters’ Proof of Claim in the above-captioned action, that “includes the Land, Improvements and Equipment located at the address commonly known as 801 County Road 42 W, Lot 2 Block 1, Burnsville Center 2nd Addition, Burnsville, Dakota County, MN 55337, with a fifteen (15) screen cinema known as the Odyssey 15 on approximately 3.5 acres of land, and containing approximately 69,700 square feet of improved space which includes a mezzanine kitchen and bar.”

17. **“Person”** shall have the meaning ascribed to such term in section 101(41) of the Bankruptcy Code.

18. **“Proof of Claim”** means the identical proofs of claim dated September 8, 2025 and filed in the Subchapter V Proceeding by MN Theaters.

19. **“Request”** means any of the requests for production included in the September 19, 2025 First Set of Requests for Production Relating to Docket No. 218.

20. **“Refers To,” “Referring To,” “Relates To,” “Relating To,” and “Regarding,”** when used with respect to any given subject, means and includes analyzing, consisting, constituting, containing, comprising, commenting upon, connected with, concerning, contradicting, dealing with, describing, embodying, establishing, evidencing, identifying, listing, memorializing, pertaining to, purporting, referring to, relating to, regarding, recording, responding to, reflecting, representing, stating, substantiating, showing, supporting, or with respect to, whether in whole or in part or having any logical or factual connection whatsoever with that subject, regardless of whether the factual connection is favorable or adverse.

21. **“Subchapter V Proceeding”** means the jointly administered chapter 11 cases (subchapter V) Code pending before the Court and captioned In re Cinemex Holdings USA, Inc., Cinemex Cinemas, LLC and CB Theater Experience LLC, Case No. 25-17559 (LMI) (Bankr. S.D. Fla.).

22. **“Wine & Roses”** means Wine & Roses S.A. de C.V.

INSTRUCTIONS

1. These definitions and instructions shall apply in interpreting the scope of the definitions and instructions as well as the individual requests below.

2. The documents covered by this request include all documents in your possession, custody or control. Unless otherwise specified, each request herein seeks all documents generated or received by you during the period from August 22, 2017 through and including the date of production.

3. Each request for the production of documents shall be deemed to be continuing in nature. If at any time additional documents come into your possession, custody or control or are brought to your attention, prompt supplementation of your response to these requests is required.

4. You shall produce all documents in the manner in which they are maintained in the usual course of your business or you shall organize and label the documents to correspond with the categories in this request. A request for a document shall be deemed to include a request for any and all file folders within which the document was contained, transmittal sheets, cover letters, exhibits, enclosures, or attachments to the document in addition to the document itself.

5. You shall produce Electronically Stored Information in its native format.

6. All documents and Electronically Stored Information shall be produced with metadata, including but not limited to the date created/sent, author, recipients, cc-copies, and bcc-blind copies.

7. If and to the extent documents are maintained in a database or other electronic format, you shall produce along with the document(s) software that will enable access to the electronic document(s) or database as you would access such electronic document(s) or database in the ordinary course of your business.

8. Documents shall be produced in such fashion as to identify the department, branch or office in which they were located and, where applicable, the natural person in whose possession it was found and the business address of each document's custodian(s).

9. Any document withheld from production based on a claim of privilege or any similar claim shall be identified by (1) the type of document, (2) the general subject matter of the document, (3) the date of the document, and (4) such other information as is sufficient to identify the document including the author of the document, the addressee of the document, and, where not apparent, the relationship of the author and the addressee to each other. The nature of each claim of privilege shall be set forth.

10. Documents attached to each other should not be separated.

11. Documents not otherwise responsive to this discovery request shall be produced if such documents mention, discuss, refer to, or explain the documents which are called for by this discovery request.

12. The fact that a document is produced by another party does not relieve you of the obligation to produce your copy of the same document, even if the two documents are identical.

13. In producing documents and other materials, you are requested to furnish all documents or things in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, accountants, investigators, or by your attorneys or their agents, employees, representatives or investigators.

14. If you object to any part of any request, you shall state fully in writing the nature of the objection. Notwithstanding any objections, you shall nonetheless comply fully with the other parts of the request to which you are not objecting.

15. If any document requested herein was formerly in your possession, custody, or control and has been transferred, lost, or destroyed, you shall submit in lieu of each document a written statement indicating whether the document: (a) was lost or is missing; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise has been disposed of. In each instance explain the circumstance of such disposition, and state the approximate date thereof.

16. Each document request shall be construed independently and not with reference to any other document request for the purpose of limitation.

17. The use of the singular form of any word includes the plural and vice versa. The past tense shall include the present tense and vice versa.

18. The term “**including**” means “including, without limitation.”

19. The connectives “**and**” and “**or**” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

20. “**Any**” is to be construed to include the term “**All**,” and vice versa; the singular form of a noun or pronoun shall be construed as including the plural form of the noun or pronoun, and vice versa; the neuter form of a pronoun shall be construed as including the masculine and feminine forms of the pronoun, and vice versa; and the use of any tense of any verb shall be construed as including all other tenses of the verb. In each such instance, the Production Request shall be construed so as to furnish the most complete, comprehensive, and inclusive answer.

DOCUMENT REQUESTS

1. All Documents and Communications, including those among Yourself, that Relates To clause 9 “Repairs and Maintenance; Replacement” under the Chateau Lease, including those Concerning any inspections that You performed in relation to such clause 9.

2. All Documents and Communications, including those among Yourself, Relating to clause 9 “Repair and Maintenance; Replacement” under the Odyssey Lease, including those Concerning any inspection that You performed in relation to such clause 9.

3. All Documents and Communications, including those among Yourself, Regarding the Chateau Assessment.

4. All Documents and Communications, including those among Yourself, Regarding the Odyssey Assessment.

5. All Documents and Communications between You and Braun Intertec Relating To the Chateau Theater.

6. All Documents and Communication between You and Braun Intertec Relating To the Odyssey Theater.

7. All Documents and Communications, including those among Yourselves, Relating To the asserted “Fixed Rent” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.

8. All Documents and Communications, including those among Yourselves, Relating To the asserted “Utilities” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.

9. All Documents and Communications, including those among Yourselves, Relating To the asserted “Insurance” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.

10. All Documents and Communications, including those among Yourselves, Relating To the asserted “Repairs and remediation” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.

11. All other Documents and Communications Relating To any other allegation included in the Proof of Claim that is not covered by Requests No. 7-10.

12. All Documents and Communications, including those among Yourselves, Relating To the Debtors from June 30, 2025 to present.

13. All Documents and Communications, including those among Yourselves, Relating To Wine & Roses from June 30, 2025 to present.

14. All Documents and Communications, including those among Yourselves, Relating To Grupo Cinemex from June 30, 2025 to present.

15. All Documents and Communications, including those among Yourselves, Relating To the Subchapter V Proceeding.

DATED: September 19, 2025

BAST AMRON LLP

One Southeast Third Avenue, Suite 1400
Sun Trust International Center
Miami, Florida 33131
Telephone: 305-379-7904
Facsimile: 305-379-7905
Email: jbast@bastamron.com
Email: jleggett@bastamron.com

By: /s/ Jaime B. Leggett

Jeffrey P. Bast (FBN 996343)

Jaime B. Leggett (FBN 1016485)

-and-

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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

Alain Jaquet (*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

Razmig Izakelian (*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 to the Debtors

Exhibit B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

In re:

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

Debtors.

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

(Jointly Administered)

**MN THEATERS' RESPONSES AND OBJECTIONS TO DEBTORS' FIRST SET OF
REQUESTS FOR THE PRODUCTION RELATING TO DOCKET NO. 218**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rules 7026, 7034 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Federal Rules”) and further pursuant to Rule 7026-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Florida (the “Local Rules”), MN Theaters 2006 LLC (“MN Theaters”), by its undersigned counsel, hereby submits its responses and objections (the “Responses and Objections”) to the First Set of Requests for the Production Relating to Docket No. 218, dated September 19, 2025 (the “Requests” and each a “Request”) from Cinemex Holdings USA, Inc. (“Cinemex Holdings”), CMX Cinemas, LLC, and CB Theater Experience LLC (“CB Theater” and, collectively with Cinemex Holdings and CMX Cinemas, LLC, the “Debtors” or “Cinemex”) in the above-captioned matter (the “Bankruptcy Case”) as follows:

GENERAL RESPONSES AND OBJECTIONS

1. MN Theaters objects to the Debtors’ request, sent via email on September 19, 2025, in connection with the Requests, that MN Theaters consent to producing responsive documents by September 26, 2025. This would not allow a sufficient or reasonable time for MN Theaters to produce the requested documents or information. MN Theaters will make a reasonable, good faith

effort to produce documents, consistent with the Responses and Objections, on a rolling basis, within the time frame for discovery agreed by the parties or ordered by the Court.

2. MN Theaters objects to the Requests to the extent they seek documents that are public, already in Debtors' possession, or available from sources to which Debtors have equal access as MN Theaters.

3. MN Theaters objects to the Requests to the extent they seek the production of documents beyond the possession, custody, or control of MN Theaters or otherwise seek information or documents that cannot practicably be identified or obtained by MN Theaters without undue burden or expense.

4. MN Theaters objects to the Requests, including the Definitions and Instructions therein, to the extent they seek information or documents obtainable from a more convenient, less burdensome, or less expensive discovery device or source.

5. MN Theaters objects to the Requests to the extent that they seek documents for which the burden or expenses of the proposed discovery outweighs any likely benefit.

6. MN Theaters objects to the Definitions, Instructions, and Requests to the extent they seek to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

7. MN Theaters objects to the Requests to the extent they seek production of any document, any portion of any document, or any other communication or information subject to any privilege or protection, including the attorney-client privilege, attorney work-product doctrine, common interest, or any other applicable protection from disclosure (collectively, "Privileged Information"). Inadvertent production of any such document is not intended to be, and shall not operate as, a waiver of any applicable privilege or protection, in whole or in part. In each of the

Specific Responses and Objections, any agreement by MN Theaters to search for or produce documents is subject to withholding documents subject to any applicable privilege or protection. In accordance with Federal Rule of Civil Procedure 26(b)(5)(B), MN Theaters reserves the right to notify the Debtors if MN Theaters has determined, in its sole discretion, that it has inadvertently disclosed Privileged Information, and to request that the Debtors promptly return or destroy the specified information.

8. MN Theaters objects to the Requests to the extent that they seek proprietary, confidential, commercially or personally sensitive information, trade secrets, information protected by confidentiality agreements, or information likely to cause competitive, business, or commercial injury or disadvantage (collectively, “Proprietary Information”). MN Theaters will produce documents containing Proprietary Information only subject to the entry of a protective order governing the confidentiality of documents or information produced in the Bankruptcy Case, and only to the extent such information is relevant to the Bankruptcy Case. MN Theaters reserves the right to redact Proprietary Information from any documents produced, including to the extent it is non-responsive or otherwise not relevant to the Bankruptcy Case.

9. MN Theaters objects to the Requests, including any Definitions or Instructions therein, to the extent they purport to require MN Theaters to conduct anything other than a reasonable search for responsive documents, in reasonably accessible locations, in MN Theaters’ files where responsive documents would reasonably be expected to be found, and to the extent they purport to seek documents that are not in MN Theaters’ possession, custody, or control. To the extent MN Theaters agrees to produce documents in response to the Requests, MN Theaters will search for documents only in those locations and from those individuals that may reasonably be expected to have non-duplicative responsive documents in their possession.

10. MN Theaters objects to the Requests, including any Definitions or Instructions therein, to the extent they call for MN Theaters to search for and/or restore back-up tapes and data, disaster recovery systems, or other archived electronic media for electronically stored information on the grounds that the burden and expense of doing so is excessive under the circumstances.

11. These Responses and Objections are based on information currently available to MN Theaters. MN Theaters expressly reserves the right to amend, supplement, or correct their Responses and Objections in accordance with the Federal Rules. MN Theaters further reserves the right to object to the Requests, or parts thereof, after a response or partial response is provided. To the extent MN Theaters produces documents that are responsive to a Request, or a part thereof, to which an objection is made, such production is without waiver of the objection.

12. MN Theaters' agreement to produce Documents in response to Requests is not an admission that MN Theaters has such Documents in its possession, custody, or control. No response, objection, or limitation, or lack thereof, made herein shall be deemed an admission by MN Theaters as to the existence or nonexistence, or availability or unavailability, of documents that may be responsive to the Requests. Similarly, any undertaking to produce and/or preserve documents pursuant to any particular Request—now or at a future date—shall not be construed to indicate that any such documents exist.

13. These Responses and Objections are made without waiver of, or prejudice to, any objection or right, including but not limited to MN Theaters' right to object to further discovery of MN Theaters and MN Theaters' right to move for a protective order on any grounds.

14. MN Theaters reserves all objections regarding the use or admissibility of any material produced. The production of any material does not constitute an admission by MN

Theaters that such material or the information contained therein is relevant to the Bankruptcy Case or admissible as evidence.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

15. MN Theaters objects to the definition of “Braun Intertec” as vague, overbroad, and ambiguous to the extent it includes Braun Intertec Corporation’s and “any of its current and former affiliates, subsidiaries, successors, predecessors, assignees, agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.” MN Theaters will interpret “Braun Intertec” as Braun Intertec Corporation only.

16. MN Theaters objects to the definition of “Communication(s)” to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law, including to the extent the Requests purport to call for Communications that are not Documents.

17. MN Theaters objects to the definition of “Concern” and “Concerning” as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law. MN Theaters will interpret “Concerning” to mean relating to, referring to, discussing, describing, identifying, or constituting the subject of the Request.

18. MN Theaters objects to the definition of “Document” to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law. MN Theaters will interpret “Document(s)” to be synonymous in meaning and equal in scope to the usage of the term in Fed. R. Civ. P. 34(a)(1)(A).

19. MN Theaters objects to the definition of “you,” “your,” “yourselves,” and “MN Theaters” as vague, overbroad, and ambiguous in that it includes without distinction MN Theaters’

“current and former affiliates, subsidiaries, successors, predecessors, assignees, agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.” MN Theaters will interpret “MN Theaters” to refer to MN Theaters 2006 LLC only.

20. MN Theaters objects to the definition of “Proof of Claim” as overbroad to the extent it includes reference to a duplicate version of the operative Proof of Claim, which has since been withdrawn from the Claims Register in the above-captioned case. MN Theaters will interpret “Proof of Claim” to refer to Claim No. 23, the proof of claim filed by MN Theaters on September 8, 2025, along with accompanying Annex and exhibits thereto.

21. MN Theaters objects to the definition of “Refers To,” “Referring To,” “Relates To,” “Relating To,” and “Regarding” as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law. MN Theaters will interpret “Refers To,” “Referring To,” “Relates To,” “Relating To,” and “Regarding” as discussing.”

22. MN Theaters objects to Instruction No. 2 as overbroad, unduly burdensome, and imposing a burden on MN Theaters that is not proportional to the needs of the case. Unless otherwise specified, MN Theaters will produce documents generated from June 30, 2025 to September 19, 2025 (the “Relevant Period”).

23. MN Theaters objects to Instruction No. 3 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

24. MN Theaters objects to Instruction No. 5 to the extent that it purports to require documents maintained electronically to be produced in their native format. MN Theaters will

produce electronic documents consistent with an electronic discovery protocol to be negotiated between the parties.

25. MN Theaters objects to Instruction No. 6 as unduly burdensome and seeking to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law. MN Theaters will produce electronic documents consistent with an electronic discovery protocol to be negotiated between the parties.

26. MN Theaters objects to Instruction No. 7 as unduly burdensome and seeking to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law. MN Theaters will produce electronic documents consistent with an electronic discovery protocol to be negotiated between the parties.

27. MN Theaters objects to Instruction No. 8 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

28. MN Theaters objects to Instruction No. 9 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law. MN Theaters reserves the right to produce a categorical privilege log in accordance with Rule 7026-1(G)(3) of the Local Rules.

29. MN Theaters objects to Instruction No. 10 as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law.

30. MN Theaters objects to Instruction No. 11 to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, any other applicable rule or law.

31. MN Theaters objects to Instruction No. 12 as unduly burdensome to the extent it seeks to impose obligations on MN Theaters to produce information or documents obtainable from a more convenient, less burdensome source.

32. MN Theaters objects to Instruction No. 13 as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law.

33. MN Theaters objects to Instruction No. 14 to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

34. MN Theaters objects to Instruction No. 15 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

35. MN Theaters objects to any Request that seeks identifying, personal, or financial information relating to the insureds, policyholders, or beneficiaries other than Debtors.

36. Without waiver of the foregoing objections or the specific objection below, MN Theaters is prepared to meet and confer with Debtors, to the extent necessary, concerning MN Theaters' Responses and Objections to the Requests.

SPECIFIC RESPONSES & OBJECTIONS

The foregoing General Responses and Objections are incorporated by reference into each Specific Response and Objection below as if fully repeated therein. The failure to include any General Responses or Objections in any specific response does not waive any General Objection to that Request. By answering any Specific Request, MN Theaters is not, nor shall it be construed

as, admitting to the propriety of any Specific Request or that any documents responsive to a Request exist. MN Theaters specifically responds and object to the Requests as follows:

Request No. 1: *All Documents and Communications, including those among Yourselves, that Relates To clause 9 “Repairs and Maintenance; Replacement” under the Chateau Lease, including those Concerning any inspections that You performed in relation to such clause 9.*

Response to Request No. 1:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Objection to Claim Nos. 21 and 23 of MN Theaters 2006 LLC filed in the Bankruptcy Case on September 12, 2025 (Dkt. No. 218) (the “Claim Objection”). MN Theaters further objects to this Request on the grounds that it is vague and ambiguous with respect to the term “inspections,” as that term is not defined in the Requests. MN Theaters will construe “inspections” to mean any formal inspection of the Chateau property for that purpose. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, in connection with this Request, MN Theaters will produce responsive, non-privileged documents constituting inspections, if any, it performed in relation to clause 9 “Repairs and Maintenance; Replacement” under the Chateau Lease that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 2: *All Documents and Communications, including those among Yourselves, Relating to clause 9 “Repair and Maintenance; Replacement” under the Odyssey Lease, including those Concerning any inspection that You performed in relation to such clause 9.*

Response to Request No. 2:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request on the grounds that it is vague and ambiguous with respect to the term “inspections” as that term is not defined in the Requests. MN Theaters will construe “inspections” to mean any formal inspection of the Odyssey property for that purpose. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information. MN Theaters further objects to this Request to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, any other applicable rule or law, and the Instructions set forth herein.

Subject to and without waiving the foregoing objections, in connection with this Request, MN Theaters will produce responsive, non-privileged documents constituting inspections, if any, it performed in relation to clause 9 “Repairs and Maintenance; Replacement” under the Odyssey Lease that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 3: *All Documents and Communications, including those among Yourselves, Regarding the Chateau Assessment.*

Response to Request No. 3:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking

documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will produce responsive, non-privileged Documents and Communications in connection with this Request that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 4: *All Documents and Communications, including those among Yourselves, Regarding the Odyssey Assessment.*

Response to Request No. 4:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will produce responsive, non-privileged Documents and Communications in connection with this Request that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 5: *All Documents and Communications between You and Braun Intertec Relating To the Chateau Theater.*

Response to Request No. 5:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects on the ground that this Request is duplicative of Request No. 3.

Subject to and without waiving the foregoing objections, MN Theaters will not produce Documents or Communications other than those produced in response to Request No. 3.

Request No. 6: *All Documents and Communication between You and Braun Intertec Relating To the Odyssey Theater.*

Response to Request No. 6:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim. MN Theaters further objects on the ground that this Request is duplicative of Request No. 5.

Subject to and without waiving the foregoing objections, MN Theaters will not produce Documents or Communications other than those produced in response to Request No. 5.

Request No. 7: *All Documents and Communications, including those among Yourselves, Relating To the asserted “Fixed Rent” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.*

Response to Request No. 7:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection insofar as it requests “All Documents and

Communications” relating to the asserted “Fixed Rent” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim. MN Theaters further objects to this Request as the asserted “Fixed Rent” amounts referenced in this Request are not a matter of dispute.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to the “Fixed Rent” amounts listed in the table in paragraph 11 of the Annex to the Proof of Claim. MN Theaters will produce responsive, non-privileged Documents and Communications sufficient to show the asserted “Fixed Rent” amounts that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 8: *All Documents and Communications, including those among Yourselves, Relating To the asserted “Utilities” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.*

Response to Request No. 8:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection insofar as it requests “All Documents and Communications” relating to the asserted “Utilities” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim. MN Theaters further objects to this Request as the asserted “Utilities” amounts referenced in this Request are not a matter of dispute.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to the “Utilities” amounts listed in the table in paragraph 11 of the Annex to the Proof of Claim. MN Theaters will produce responsive, non-privileged Documents and

Communications sufficient to show the asserted “Utilities” amounts that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 9: *All Documents and Communications, including those among Yourselves, Relating To the asserted “Insurance” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.*

Response to Request No. 9:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection insofar as it requests “All Documents and Communications” relating to the asserted “Insurance” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim. MN Theaters further objects to this Request as the asserted “Insurance” amounts referenced in this Request are not a matter of dispute.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to the “Insurance” amounts listed in the table in paragraph 11 of the Annex to the Proof of Claim. MN Theaters will produce responsive, non-privileged Documents and Communications sufficient to show the asserted “Insurance” amounts that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 10: *All Documents and Communications, including those among Yourselves, Relating To the asserted “Repairs and remediation” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.*

Response to Request No. 10:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection insofar as it requests “All Documents and Communications” relating to the asserted “Repairs and remediation” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim. MN Theaters further objects to this Request as the asserted “Repairs and Remediation” amounts referenced in this Request are not a matter of dispute.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to the “Repairs and remediation” amounts listed in the table in paragraph 11 of the Annex to the Proof of Claim. MN Theaters will produce responsive, non-privileged Documents and Communications sufficient to show the asserted “Repairs and remediation” amounts that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 11: *All other Documents and Communications Relating To any other allegation included in the Proof of Claim that is not covered by Requests No. 7-10.*

Response to Request No. 11:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to on the ground that it is vague, ambiguous, and unspecified.

Subject to and without waiving the foregoing objections, MN Theaters will not produce documents in response to this Request.

Request No. 12: *All Documents and Communications, including those among Yourselves, Relating To the Debtors from June 30, 2025 to present.*

Response to Request No. 12:

In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors' possession, custody, or control or otherwise available to Debtors. MN Theaters further objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

MN Theaters will not produce Documents or Communications in response to this Request.

Request No. 13: *All Documents and Communications, including those among Yourselves, Relating To Wine & Roses from June 30, 2025 to present.*

Response to Request No. 13:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

MN Theaters will not produce Documents or Communications in response to this Request.

Request No. 14: *All Documents and Communications, including those among Yourselves, Relating To Grupo Cinemex from June 30, 2025 to present.*

Response to Request No. 14:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

MN Theaters will not produce Documents or Communications in response to this Request.

Request No. 15: *All Documents and Communications, including those among Yourselves, Relating To the Subchapter V Proceeding.*

Response to Request No. 15:

In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors' possession, custody, or control or otherwise available to Debtors. MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

MN Theaters will not produce Documents or Communications in response to this Request.

Dated: September 23, 2025
Miami, Fla.

Respectfully submitted,

/s/ Paul Steven Singerman

Paul Steven Singerman (Florida Bar No.
378860)

Christopher Jarvinen (Florida Bar No. 21745)

BERGER SINGERMAN LLP

1450 Brickell Avenue

Suite 1900

Miami, FL 33131

Telephone: 1 (305) 755-9500

Email: Singerman@BergerSingerman.com
CJarvinen@BergerSingerman.com

Lisa G. Laukitis (*pro hac vice*)

Benjamin M. Schak (*pro hac vice*)

MILBANK LLP

55 Hudson Yards

New York, NY 10001

Telephone: 1 (212) 530-5000

Email: LLaukitis@Milbank.com
BSchak@Milbank.com

Counsel to MN Theaters 2006 LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on September 23, 2025, a true and correct copy of the foregoing document was served via electronic transmission upon Jeffrey P. Bast, Esq. (jbast@bastamron.com) and Jaime B. Leggett (jleggett@bastamron.com), Bast Amron LLP, counsel to the Debtors, One Southeast Third Avenue, Ste. 2410, Miami, FL 33131; Patricia B. Tomasco, Esq. (pattytomasco@quinnemanuel.com), Quinn Emanuel Urquhart & Sullivan, LLP, counsel to the Debtors, 700 Louisiana, Ste. 3900, Houston TX 77002; Alain Jaquet, Esq. (alainjaquet@quinnemanuel.com), Quinn Emanuel Urquhart & Sullivan, LLP, counsel to the Debtors, 1300 I Street N.W., Washington, DC 20005; and Razmig Izakelian, Esq. (razmigizakelian@quinnemanuel.com), Quinn Emanuel Urquhart & Sullivan, LLP, counsel to the Debtor, 865 S. Figueroa Street, 10th Floor, Los Angeles, CA 90017 and by first class, U.S. Mail upon Cinemex Holdings USA, Inc., 4300 Biscayne Boulevard, Suite 203, Miami, FL 33137.

/s/ Paul Steven Singerman

Paul Steven Singerman

Exhibit C

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

In re:

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

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

Debtors.

(Jointly Administered)

**NOTICE OF TAKING DEPOSITION DUCES TECUM PURSUANT TO FED. R.
BANKR. P. 7030(B)(2), (B)(6), 7034 AND 9014 RELATING TO DOCKET NO. 218**

PLEASE TAKE NOTICE that Cinemex Holdings USA, Inc., CMX Cinemas, LLC, and CB Theater Experience LLC (collectively, the “Debtors” or “Cinemex”), by and through their undersigned counsel, give notice that, pursuant to rules 30(b)(6) and 34 of the Federal Rules of Civil Procedure (the “Rules”) and rules 7030, 7034 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), shall depose the following person(s) under oath at the following date, time and location (the “Deposition”):

DEPONENT:² MN Theaters 2006 LLC
DATE: December 10, 2025
TIME: 10 a.m. prevailing Eastern Time
LOCATION: The Deposition shall take place via videoconferencing. A meeting ID and password shall be provided in advance of the Deposition.

¹ The Debtors in these chapter 11 cases and the last four digits of each 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 Debtors is 4300 Biscayne Blvd., Suite 203, Miami, FL 33137.

² Under Rule 30(b)(6), the Deponent must designate one or more officers, directors, managing agents, or other persons who consent to testify on their behalf about the matters set forth on the attached **Schedule A**.

The Deposition is conducted under oath pursuant to Rules 30(b)(6) and Bankruptcy Rules 7030, 7034 and 9014, and will be taken before an officer authorized to record the testimony. The scope of the Deposition shall be described in Rule 30(b)(6). The Deposition may continue from day to day until completed. If the Deponent receives this notice less than 14 days prior to the scheduled date for the Deposition, the Deposition may be rescheduled upon timely request to a mutually agreeable time. Any objection must be heard prior to the taking of the Deposition.

The Deponent shall produce those documents in accordance with the “Definitions” and “Instructions” set forth on the attached **Exhibit A** and as requested in the attached **Exhibit B** on or before: **4:00 p.m. (prevailing Eastern Time) on November 21, 2025** to the following: Bast Amron LLP, One Southeast Third Avenue, Suite 2410, Miami, Florida 33131.

DATED: October 31, 2025

BAST AMRON LLP

One Southeast Third Avenue, Suite 2410
Miami, Florida 33131
Telephone: 305-379-7904
Facsimile: 305-379-7905
Email: jbast@bastamron.com
Email: jleggett@bastamron.com

By: /s/ Jaime B. Leggett

Jeffrey P. Bast (FBN 996343)

Jaime B. Leggett (FBN 1016485)

-and-

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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

Alain Jaquet (*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

Razmig Izakelian (*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 to the Debtors

Schedule A

DESIGNATED TOPICS OF DEPOSITION¹

1. The Chateau Lease.
2. The Odyssey Lease.
3. The Claim.
4. The Response, including:
 - a. The Chateau Assessment;
 - b. The Odyssey Assessment;
 - c. The Chateau Summary of Repair and Remediation;
 - d. The Odyssey Summary of Repair and Remediation;
 - e. The unpaid amounts asserted within the Response; and
 - f. The damages asserted within the Response.
5. The documents produced pursuant to Schedule B.
6. The documents produced pursuant to the *Debtors' First Set of Requests for the Production Relating to Docket No. 218*.

¹ Defined terms shall the meaning ascribed to such terms on the attached **Exhibit A**.

Exhibit A

DEFINITIONS

The following definitions apply to the *Designated Topics of Deposition* (the “Designated Topics”) and the *Documents to Be Produced* (the “Requested Documents”) on **Exhibit B**, and shall have the following meanings and rules of construction, unless the context requires otherwise. Nothing set forth below is intended to narrow the scope of discovery permitted by the Federal Rules of Civil Procedure, and the definitions, the Designated Topics and the Requested Documents and Requests should be read as broadly as permitted by those rules.

1. **“Bankruptcy Code”** means title 11 of the United States Code.
2. **“Braun Intertec”** means Braun Intertec Corporation, and any of its current and former affiliates, subsidiaries, successors, predecessors, assignees, agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.
3. **“Communication”** means any transmittal of information in any form and of any kind, including any electronic, oral, or written transmission, including but not limited to e-mail communications.
4. **“Chateau Assessment”** means the Baseline Property Condition Assessment dated September 8, 2025 and prepared by Braun Intertec Concerning the Chateau Theater, including all of the appendices, which constitutes Exhibit B-2 to the Response.
5. **“Chateau Lease”** refers to the lease agreement for the Chateau Theater, which was entered into on August 22, 2017 by MN Theaters and Cinemex Stratford, LLC and later assigned through Notices of Assignment to CB Theater Experience LLC.
6. **“Chateau Summary of Repair and Remediation”** refers to Exhibit D-2 to the Response.
7. **“Chateau Theater”** is the Premises for the Rochester Lease, attached as Exhibit B to MN Theaters’ Proof of Claim in the above-captioned action, that “includes the Land, Improvements and Equipment located at the address commonly known as 3450 East Circle Drive N.E., Rochester, MN 55906, including a fourteen (14) screen cinema known as the Paragon Chateau 14 on approximately 8.55 acres of land and containing approximately 50,772 square feet of improved space.”
8. **“Concern,”** and **“Concerning”** means constituting, pertaining to, making reference to, comprising, evidencing, alluding to, responding to, connected with, commenting on, with

respect to, about, regarding, resulting from, embodying, explaining, supporting, contradicting, discussing, showing, describing, reflecting, analyzing, setting forth, in respect of, having a relationship to, or in any way being factually, legally, or logically connected to, in whole or in part, the stated subject matter.

9. **“Court”** means the U.S. Bankruptcy Court Southern District of Florida.

10. **“Debtors”** means Cinemex Holdings USA, Inc., CMX Cinemas, LLC and CB Theater Experience LLC.

11. The term **“Document”** is intended to have the broadest possible meaning under Rule 34 of the Federal Rules of Civil Procedure and includes, without limitation, any writings, drawings, graphs, charts, photographs, phone records, electronic, recorded, digitally encoded, graphic, and/or other data compilations from which information can be obtained, translated if necessary, by the respondent through detection devices into reasonably usable form, or other information, including originals, translations and drafts thereof and all copies bearing notations and marks not found on the original. The term “document” includes, without limitation, affidavits, analyses, appointment books, appraisals, articles from publications, (whether in paper, database, electronic or other format(s)), calculations (whether in paper, database, electronic or other format(s)), books, books of account, statements, cables, calendars, charts, checks (cancelled or uncanceled), check stubs, confirmations, contracts, correspondence, credit card receipts, desk calendars, desk pads, diaries, diskettes, drafts, estimates, evaluations, filings, financial statements, forms, invoices, journals, ledgers, letters, lists, memoranda, minutes, notations, notes, opinions, orders, pamphlets, papers, partners’ and employees’ personnel files, partners’ and employees’ review check lists, permanent files, pictures, press releases, projections, prospectuses, publications, receipts, recordings of conferences, conversations or meetings, reports, statements, statistical records, studies, summaries, tabulations, telegrams, telephone records, telex messages, transcripts, understandings, videotapes, vouchers, work papers, copies of records and documents, and sheets or things similar to any of the foregoing however denominated. The term “document” further includes email and electronic communication whether stored on a personal computer, network computer system, backup computer tape and/or disk, or by some other storage mechanism. The term “document” further means any document now or at any time in the possession, custody, or control of the entity to whom this document request is directed (together with any predecessors, successors, affiliates, subsidiaries or divisions thereof, and their officers, directors, employees, agents and attorneys). The term “document” also includes all Electronically Stored Information (defined below). Without limiting the term “control” as used in the preceding sentence, a person is deemed to be in control of a document if the person has the right to secure the document or a copy thereof from another person having actual possession thereof, including, but not limited to, work product contracted by you from professional firms.

12. **“Entity”** shall have the meaning ascribed to such term in section 101(15) of the Bankruptcy Code.

13. **“Grupo Cinemex”** means Grupo Cinemex S.A. de C.V.

14. **“MN Theaters,” “You,” “Your,” or “Yourselves”** means MN Theaters 2006 LLC, and any of its current and former affiliates, subsidiaries, successors, predecessors, assignees,

agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.

15. **“Odyssey Assessment”** means the Baseline Property Condition Assessment dated September 8, 2025 and prepared by Braun Intertec Concerning the Odyssey Theater, including all of the appendices, which constitutes Exhibit B-1 to the Response.

16. **“Odyssey Lease”** refers to the lease agreements for the Odyssey Theater, which were entered into on August 22, 2017 by MN Theaters and Cinemex Stratford, LLC and later assigned through Notices of Assignment to CB Theater Experience LLC.

17. **“Odyssey Summary of Repairs and Remediation”** refers to Exhibit D-1 to the Response.

18. **“Odyssey Theater”** means is the Premises for the Burnsville Lease, attached as Exhibit A to MN Theaters’ Proof of Claim in the above-captioned action, that “includes the Land, Improvements and Equipment located at the address commonly known as 801 County Road 42 W, Lot 2 Block 1, Burnsville Center 2nd Addition, Burnsville, Dakota County, MN 55337, with a fifteen (15) screen cinema known as the Odyssey 15 on approximately 3.5 acres of land, and containing approximately 69,700 square feet of improved space which includes a mezzanine kitchen and bar.”

19. **“Person”** shall have the meaning ascribed to such term in section 101(41) of the Bankruptcy Code.

20. **“Proof of Claim”** means the identical proofs of claim dated September 8, 2025 and filed in the Subchapter V Proceeding by MN Theaters.

21. **“Response”** means the Response of MN Theaters 2006 LLC to the Debtors’ Objection to Claim No. 23 filed on September 9, 2025 on the docket of the Subchapter V Proceeding [Docket No. 229], including any of the exhibits.

22. **“Refers To,” “Referring To,” “Relates To,” “Relating To,” and “Regarding,”** when used with respect to any given subject, means and includes analyzing, consisting, constituting, containing, comprising, commenting upon, connected with, concerning, contradicting, dealing with, describing, embodying, establishing, evidencing, identifying, listing, memorializing, pertaining to, purporting, referring to, relating to, regarding, recording, responding to, reflecting, representing, stating, substantiating, showing, supporting, or with respect to, whether in whole or in part or having any logical or factual connection whatsoever with that subject, regardless of whether the factual connection is favorable or adverse.

23. **“Subchapter V Proceeding”** means the jointly administered chapter 11 cases (subchapter V) Code pending before the Court and captioned In re Cinemex Holdings USA, Inc., Cinemex Cinemas, LLC and CB Theater Experience LLC, Case No. 25-17559 (LMI) (Bankr. S.D. Fla.).

24. **“Wine & Roses”** means Wine & Roses S.A. de C.V.

INSTRUCTIONS

1. These definitions and instructions shall apply in interpreting the scope of the definitions and instructions as well as the individual requests below.

2. The documents covered by this request include all documents in your possession, custody or control. Unless otherwise specified, each request herein seeks all documents generated or received by you during the period from August 22, 2017 through and including the date of production.

3. Each request for the production of documents shall be deemed to be continuing in nature. If at any time additional documents come into your possession, custody or control or are brought to your attention, prompt supplementation of your response to these requests is required.

4. You shall produce all documents in the manner in which they are maintained in the usual course of your business or you shall organize and label the documents to correspond with the categories in this request. A request for a document shall be deemed to include a request for any and all file folders within which the document was contained, transmittal sheets, cover letters, exhibits, enclosures, or attachments to the document in addition to the document itself.

5. You shall produce Electronically Stored Information in its native format.

6. All documents and Electronically Stored Information shall be produced with metadata, including but not limited to the date created/sent, author, recipients, cc-copies, and bcc-blind copies.

7. If and to the extent documents are maintained in a database or other electronic format, you shall produce along with the document(s) software that will enable access to the electronic document(s) or database as you would access such electronic document(s) or database in the ordinary course of your business.

8. Documents shall be produced in such fashion as to identify the department, branch or office in which they were located and, where applicable, the natural person in whose possession it was found and the business address of each document's custodian(s).

9. Any document withheld from production based on a claim of privilege or any similar claim shall be identified by (1) the type of document, (2) the general subject matter of the document, (3) the date of the document, and (4) such other information as is sufficient to identify the document including the author of the document, the addressee of the document, and, where not apparent, the relationship of the author and the addressee to each other. The nature of each claim of privilege shall be set forth.

10. Documents attached to each other should not be separated.

11. Documents not otherwise responsive to this discovery request shall be produced if such documents mention, discuss, refer to, or explain the documents which are called for by this discovery request.

12. The fact that a document is produced by another party does not relieve you of the obligation to produce your copy of the same document, even if the two documents are identical.

13. In producing documents and other materials, you are requested to furnish all documents or things in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, accountants, investigators, or by your attorneys or their agents, employees, representatives or investigators.

14. If you object to any part of any request, you shall state fully in writing the nature of the objection. Notwithstanding any objections, you shall nonetheless comply fully with the other parts of the request to which you are not objecting.

15. If any document requested herein was formerly in your possession, custody, or control and has been transferred, lost, or destroyed, you shall submit in lieu of each document a written statement indicating whether the document: (a) was lost or is missing; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise has been disposed of. In each instance explain the circumstance of such disposition, and state the approximate date thereof.

16. Each document request shall be construed independently and not with reference to any other document request for the purpose of limitation.

17. The use of the singular form of any word includes the plural and vice versa. The past tense shall include the present tense and vice versa.

18. The term “**including**” means “including, without limitation.”

19. The connectives “**and**” and “**or**” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

20. “**Any**” is to be construed to include the term “**All**,” and vice versa; the singular form of a noun or pronoun shall be construed as including the plural form of the noun or pronoun, and vice versa; the neuter form of a pronoun shall be construed as including the masculine and feminine forms of the pronoun, and vice versa; and the use of any tense of any verb shall be construed as including all other tenses of the verb. In each such instance, the Production Request shall be construed so as to furnish the most complete, comprehensive, and inclusive answer.

Exhibit B

REQUESTED DOCUMENTS

1. All Documents and Communications, including those among Yourselves, that Relates To clause 2(c) under the Chateau Lease.
2. All Documents and Communications, including those among Yourselves, that Relates To clause 2(c) under the Odyssey Lease.
3. All Documents and Communications between You and any of the Debtors Regarding clause 2(c) of the Chateau Lease.
4. All Documents and Communications between You and any of the Debtors Regarding clause 2(c) of the Odyssey Lease.
5. All Documents and Communications, including those among Yourselves, Regarding the Chateau Assessment attached to the Response.
6. All Documents and Communications, including those among Yourselves, Regarding the Odyssey Assessment attached to the Response.
7. All Documents and Communications between You and Braun Intertec Relating To the Chateau Assessment attached to the Response.
8. All Documents and Communications between You and Braun Intertec Relating To the Odyssey Assessment attached to the Response.
9. All Documents and Communications, including those among Yourselves, Relating to the allegations within section II, titled “The Debtors’ Failure to Upgrade and Maintain The Premises as Required by the Leases,” of the Response.
10. All Documents and Communications, including those among Yourselves, Relating To the asserted “Utilities” amount of \$308,940,34 referenced in paragraph 16 of the Response.
11. All Documents and Communications, including those among Yourselves, Relating To the asserted “Other maintenance” amount of \$99,964.47 referenced in paragraph 16 of the Response.
12. All Documents and Communications, including those among Yourselves, Relating To the asserted “Repairs and remediation” amount of \$6,302,001 referenced in paragraph 16 of the Response.
13. All Documents and Communications, including those among Yourselves, Relating to paragraph 20 of the Response, including the sentence “MN Theaters estimates that the ‘vacancy’ level of utility services is approximately \$12,945 per month at Burnsville and \$10,672 per month at Rochester.”

14. All other Documents and Communications Relating To any other allegation included in pages 1 to 14 of the Response, to the extent that the Documents and Communications are not covered by those requested under paragraphs no. 1-13 above.

15. All Documents and Communications, including those among Yourselves, Relating To the “Chateau Summary of Repair and Remediation.”

16. All Documents and Communications, including those among Yourselves, Relating To the “Odyssey Summary of Repair and Remediation.”

17. All Documents and Communications, including those among Yourselves, Relating To the status of the properties relating to the Chateau Lease and the Odyssey Lease, including whether such properties are being marketed, and efforts, plans, and expectations for the lease or sale of such properties.

Exhibit D

JAIME B. LEGGETT, ESQ.
EMAIL: jleggett@bastamron.com

November 3, 2025

Via Email

Benjamin Schak, Esq.
Jed Schwartz, Esq.
Lisa Laukitis, Esq.
Milbank LLP
55 Hudson Yards
New York, NY 10001-2163
bschak@milbank.com
JSchwartz@milbank.com
llaukitis@milbank.com

Re: **Debtors' First Set of Requests for Production**
In re Cinemex Holdings USA, Inc., Case No. 25-17559-LMI (Bankr. S.D.
Fla.)

Counsel:

We refer to (i) Debtors' First Set of Requests for the Production Relating to Docket No. 218 ("RFP[s]"); (ii) MN Theaters 2006 LLC's ("MN Theaters") Responses and Objections to the Debtors' First Set of Requests for the Production Relating to Docket No. 218 ("R&Os"); and (iii) MN Theaters' letter dated October 8, 2025 (the "Letter").

MN Theaters was required to produce documents in response to the RFPs by **October 20, 2025**, but, to date, MN Theaters has not produced any documents whatsoever. The Debtors request that—by **November 21, 2025**—MN Theaters produce the documents and information sought in RFPs No. 1 to 11. For the avoidance of doubt, this request includes RFPs Nos. 5-6, notwithstanding MN Theaters' incorrect argument that (i) they are duplicative of RFPs Nos. 3 and 4 (*see* R&Os at p. 12), and (ii) "the additional information that [RFPs No. 5-6 seek] is not relevant and to the Claim Objection and is unduly burdensome." *See* Sept. 25, 2025 Email from J. Schwartz to J. Leggett *et al.* A more fulsome explanation of the Debtors' responses to MN Theaters' Letter can be found in the chart attached hereto as **Annex 1**.

The RFPs are relevant to the Debtors' pending objection (Dkt. No. 218) (the "Claim Objection") to MN Theaters' proof of claim no. 23 (the "Claim"). The Claim Objection disputes the Claim, including by (i) denying liability for alleged repair and remediation and refurbishment obligations under the leases; and (ii) challenging the extent of MN Theaters' asserted damages as, among other things, "artificially inflate[d]" and part of MN Theaters' "efforts to extort economic leverage to get more ... either from the Debtors ... or from its guarantor Grupo Cinemex." *See* ECF No. 218 ¶¶ 1, 29; ECF No. 239 ¶¶ 1-3, 9, 11-12. The support for the Claim Objection includes that: (i) MN

Theaters never alleged a breach of section 2(c) of the leases prior to its response to the Claim Objection (Dkt. No. 229) (the “Response”); (ii) MN Theaters reduced its total claim by approximately \$2.8 million in matter of days; and (iii) the varying and inconsistent damages amounts, as shown by the difference between the repairs and maintenance costs alleged in the Claim and Response (\$8,762,945 and \$6,302,001, respectively) and those resulting from the “Repair Cost Estimate[s]” prepared by Braun Intertec Corporation (“Intertec”) attached to the Claim and Response (\$1,562,700 and \$2,319,360, respectively). *See* Claim (included in ECF No. 239) and ECF No. 229.

Considering the foregoing, **RFPs Nos. 5-6**, which seek communications with Intertec relating to the Chateau and Odyssey Theaters, are relevant to the Claim, and MN Theaters is required to produce them. *See Kleiman v. Wright*, 2020 WL 11420664, at *5 (S.D. Fla. Nov. 18, 2020) (“The standard of what constitutes relevant evidence is a low one: evidence is relevant if it has any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence” (cleaned up)) (holding that defendant could not exclude a broad category of documents, including because the evidence sought “implicate[d] matters connected to” to certain facts that were disputed and “it provide[d] context and fullness for the jury to understand and evaluate evidence.”); *White v. Mesa*, 2018 WL 8809237, at *1 (S.D. Fla. Aug. 28, 2018) (holding that evidence sought was relevant because it “[was] at least marginally probative” of another fact); *N.A.S. v. Morada-Haute Furniture Boutique LLC*, 2022 WL 845013, at *5 (S.D. Fla. Mar. 21, 2022) (holding that evidence should not be excluded to the extent it “could ... be relevant for the purposes [of] establishing ... intent”); *Valdes v. Miami-Dade Cnty.*, 2015 WL 7253045, at *9 (S.D. Fla. Nov. 17, 2015) (evidence sought was discoverable because it was “probative of the state of mind, motive and intent behind the plaintiff’s actions including the filing of [a] ... complaint.”); *TLO, LLC v. Pruco Life Ins. Co.*, 2014 WL 12461352, at *3 (S.D. Fla. Jan. 15, 2014) (documents were discoverable because they “[might] provide relevant evidence as to the context and motives for party’s alleged misstatements and omissions”).

Regarding **RFPs Nos. 12-15**, the cases cited in MN Theaters’ Letter are inapposite and do not support MN Theaters’ withholding of the requested documents. *See In re MacFarland*, 462 B.R. 857, 880 (Bankr. S.D. Fla. 2011) (holding that claimant’s failure to attach supporting documentation to proof of claim is an evidentiary defect that merely deprives the claim of its *prima facie* validity); *In re Smith*, 299 B.R. 687, 690-91 (Bankr. S.D. Ga. 2003) (debtor’s objection to creditor’s proof of claim only premised “on the ground that it fail[ed] to disclose [creditor’s] intent to seek postpetition, preconfirmation attorney fees,” which “[h]ad nothing to do with the proof of claim itself.”). Additionally, MN Theaters, while denying the relevance of Grupo Cinemex S.A. de C.V., itself referenced Grupo Cinemex in connection with the alleged breaches of the leases. *See* Dkt. No. 239 (which includes the Claim); Dkt. No. 229 ¶ 9. That said, on October 31, 2025, on account of MN Theaters’ position that the **RFPs Nos. 12-15** seek documents that are not relevant for the purpose of the Claim Objection, the Debtors issued a document request under Rule 2004 of the Federal Rules of Bankruptcy Procedure for those documents in connection with the confirmation of their plan of reorganization.

Sincerely,

/s/ Jaime B. Leggett

Jaime B. Leggett, Esq.

Cc. Jeffrey P. Bast, Esq. (*all via email*)
Patricia Tomasco, Esq.
Alain Jaquet, Esq.
Encl. Annex 1

Annex 1

No.	RFP	
Documents to Be Produced No Later Than November 21, 2025		
1	All Documents and Communications, including those among Yourselves, that Relates To clause 9 “Repairs and Maintenance; Replacement” under the Chateau Lease, including those Concerning any inspections that You performed in relation to such clause 9.	The R&Os state that “MN Theaters will interpret ‘MN Theaters’ to refer to MN Theaters 2006 LLC only” (§ 19), which appears to be in contradiction with other statements included in the R&Os that refer to documents in possession, custody, or control of MN Theaters (§§ 3, 9, 12). <i>See also</i> Fed. R. Civ. P. 34(a)(1). The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC (<i>see</i> Intertec assessments); (ii) Carlyle (<i>see</i> the January 2025 inspection letter, which has the following letterhead—“MN Theaters 2006 LLC c/o Carlyle”—and states: “Carlyle completed an inspection of the CMX Rochester theater ...”); (iii) iStar Inc. (described in the leases as the sole member of MN Theaters); (iv) Carlyle Net Lease Income, L.P. (referenced in MN Theaters’ February 11, 2025 letters to Cinemex Stratford, LLC and Grupo Cinemex, S.A. de C.V.); (v) CNLI EMEX REIT LLC (same); and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management (same). The R&Os state that “[u]nless otherwise specified, MN Theaters will produce documents generated from June 30, 2025 to September 19, 2025” (§ 22). The Debtors ask MN Theaters to confirm that the period covered by MN Theaters’ search extends from August 22, 2017 to present. In that respect, in the Response, MN Theaters fails to specify any temporal limitation to its allegation that “the Lessee had not complied with its obligations to maintain the premises in accordance with the Lease” and “the Lessee failed to bring the premises up to the ‘luxury’ standards prescribed by sections 2 and 3 of the Leases.” <i>See</i> ECF No. 229 at ¶ 23. The Claim is equally vague. The Debtors request the inclusion of the following custodians: (i) Bob Parillo (according to publicly available information, Vice President of Real Estate Credit at Carlyle); (ii) Matt Ballinger (according to publicly available information, Principal at Carlyle Group focused on Asset Management in Real Estate); (iii) Barclay Jones (according to publicly available information, Managing Director at Carlyle, Net Lease Investments); (iv) Katie Tenney, CNLI / CHNM LLC (according to publicly available information, Principal at Carlyle in the Real Estate Credit Group). Parillo is referenced in the January 2025 inspection letter and the Intertec assessments; Ballinger and Jones are referenced in the January 2025 inspection letter. Tenney is referenced in the Intertec assessments. Limiting the custodians to Mr. Parillo (<i>see</i> Sept. 25, 2025 Email from J. Schwartz to J. Leggett <i>et al.</i>) is clearly too narrow, including based on the few documents that MN Theaters attached to the Claim and Response. The Debtors propose the following search terms: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre”) AND (Chateau OR Rochester OR theater* or theatre* OR premises) AND (lease* OR repair* OR maint* OR replac* OR inspect* OR remed* OR restor* OR fix* OR damage* OR endamage* OR deteriorat* OR break* OR broke* OR destroy* OR ruin* OR rip* OR tear* OR torn OR crack* OR “Clause 9” OR “Section 9” OR “Article 9” OR “Paragraph 9”) The Debtors reserve all rights regarding RFP No. 1.
2	All Documents and Communications, including those among Yourselves, Relating to clause 9 “Repair and Maintenance;	The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The Debtors ask MN Theaters to confirm that the period covered by search extends from August 22, 2017 to present. In that respect, <i>see supra</i> in relation to RFP No. 1.

No.	RFP	
	Replacement” under the Odyssey Lease, including those Concerning any inspection that You performed in relation to such clause 9.	The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre”) AND (Odyssey OR Burnsville OR theater* or theatre* OR premises) AND (lease* OR repair* OR maint* OR replac* OR inspect* OR remed* OR restor* OR fix* OR damage* OR endamage* OR deteriorat* OR break* OR broke* OR destroy* OR ruin* OR rip* OR tear* OR torn OR crack* OR “Clause 9” OR “Section 9” OR “Article 9” OR “Paragraph 9”). The Debtors reserve all rights regarding RFP No. 2.
3	All Documents and Communications, including those among Yourself, Regarding the Chateau Assessment.	The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The R&Os state that “[u]nless otherwise specified, MN Theaters will produce documents generated from June 30, 2025 to September 19, 2025” (§ 22). The Debtors ask MN Theaters to confirm that the period covered by the search extends from June 30, 2025 to present. Limiting the search to September 19, 2025 is unjustified considering that at least one Intertec assessment attached to the September 22, 2025 Response (ECF No. 229) was revised from the Intertec assessment(s) attached to the Claim. The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Braun OR Intertec OR “Braun Intertec” OR “BraunIntertec” OR Chateau OR Rochester OR B2506947 OR “baseline property condition assessment” OR pca OR ((assess* OR inspect* OR observ*) w/50 (Cinemex OR “CB Theater” OR “CB Theatre” OR CMX OR theater* OR theatre* OR premises)). The search terms proposed in MN Theaters’ September 25, 2025 email are too narrow, including because they potentially exclude documents relating to the Chateau Assessment where the parties involved in the communication refer to such assessment without using a specific terminology or through more colloquial language. The Debtors reserve all rights regarding RFP No. 3.
4	All Documents and Communications, including those among Yourself, Regarding the Odyssey Assessment.	The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The R&Os state that “[u]nless otherwise specified, MN Theaters will produce documents generated from June 30, 2025 to September 19, 2025” (§ 22). The Debtors ask MN Theaters to confirm that the period covered by the search extends from June 30, 2025 to present. Limiting the search to September 19, 2025 is unjustified considering that at least one Intertec assessment attached to the September 22, 2025 Response (ECF No. 229) was revised from the Intertec assessment(s) attached to the Claim.

No.	RFP	
		The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Braun OR Intertec OR “Braun Intertec” OR “BraunIntertec” OR Odyssey OR Burnsville OR B2506947 OR “baseline property condition assessment” OR pca OR ((assess* OR inspect* OR observ*) w/50 (Cinemex OR “CB Theater” OR “CB Theatre” OR CMX OR theater* OR theatre* or premises)). The search terms proposed in MN Theaters’ September 25, 2025 email are too narrow, including because they potentially exclude documents relating to the Chateau Assessment where the parties involved in the communication refer to such assessment without using a specific terminology or through more colloquial language. The Debtors reserve all rights regarding RFP No. 4.
5	All Documents and Communications between You and Braun Intertec Relating To the Chateau Theater.	MN Theaters’ refusal to produce documents under RFP No. 5 is unfounded. By its plain reading, RFP No. 5 is not duplicative of RFP No. 3. Accordingly, for the avoidance of doubt, the Debtors request that MN Theaters produces documents covered by the Request by November 21, 2025. The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The Debtors ask MN Theaters to confirm that the period covered by the search extends from June 30, 2025 to present. As explained in connection with RFPs Nos. 3 and 4, limiting the search from June 30, 2025 to September 19, 2025 is unjustified. The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Braun OR Intertec OR “Braun Intertec” OR “BraunIntertec”) AND (Chateau OR Rochester OR Cinemex OR “CB Theater” OR “CB Theatre” OR CMX OR theater* or theatre*) The Debtors reserves all rights regarding RFP No. 5.
6	All Documents and Communication between You and Braun Intertec Relating To the Odyssey Theater.	MN Theaters’ refusal to produce documents under RFP No. 6 is unfounded. By its plain reading, RFP No. 6 is not duplicative of RFP No. 5 (or FRP No. 4). Accordingly, for the avoidance of doubt, the Debtors request that MN Theaters produces documents covered by the Request by November 21, 2025. The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The Debtors ask MN Theaters to confirm that the period covered by the search extends from June 30, 2025 to present. As explained in relation to Requests no. 3 and 4, limiting the search from June 30, 2025 to September 19, 2025 is unjustified.

No.	RFP	
		The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Braun OR Intertec OR “Braun Intertec” OR “BraunIntertec”) AND (Odyssey OR Burnsville OR Cinemex OR “CB Theater” OR “CB Theatre” OR CMX OR theater* OR theatre* OR premises)) The Debtors reserve all rights regarding RFP No. 6.
7	All Documents and Communications, including those among Yourselfs, Relating To the asserted “Fixed Rent” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.	For the purpose of MN Theaters’ initial document production, the Debtors agree with MN Theaters’ proposal that MN Theaters “responsive, non-privileged Documents and Communications sufficient to show the asserted ‘Fixed Rent’ amounts that can be located after a reasonable search.” The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre”) AND (Odyssey OR Chateau OR Burnsville OR Rochester) AND (“fixed rent” OR “base rent” OR “minimum rent” OR “monthly rent”) The Debtors reserve all rights regarding FRP No. 7.
8	All Documents and Communications, including those among Yourselfs, Relating To the asserted “Utilities” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.	The Debtors disagree with MN Theaters’ attempt to narrow the scope of RFP No. 8. Comparing the Claim and the Response, MN Theaters’ asserted utilities inexplicably decreased roughly \$346,000. <i>See</i> ECF No. 239 (which includes the Claim) and ECF No. 229. Without limitation to the scope of RFP No. 8, the Debtors request that the MN Theaters produce all documents relating to the amount’s discrepancy between the Claim and the Response. The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The Debtors ask MN Theaters to confirm that the period covered by the search extends from June 30, 2023 to present. Limiting the search from June 30, 2025 to September 19, 2025 is unjustified, considering the allegations included in paragraphs 17-22 of the Response (which, among other things, make references to the winter season). The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre” OR Odyssey OR Chateau OR Burnsville OR Rochester OR theater* OR theatre* OR premises) AND (utilit* OR water OR sewer OR waste OR telephone OR phone OR internet OR electric* OR gas OR power OR heat* OR “air condition*” OR “A/C” OR “AC” OR “HVAC” OR

No.	RFP	
		snow OR “lawn care” OR lawncare OR landscape* OR “Clause 8” OR “Section 8” OR “Article 8” OR “Paragraph 8”) The Debtors reserve all rights regarding RFP No. 8.
9	All Documents and Communications, including those among Yourselves, Relating To the asserted “Insurance” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.	The Debtors disagree with MN Theaters’ attempt to narrow the scope of RFP No. 9. In its Response (ECF No. 229), MN Theaters does not challenge that the insurance amount appears to be inflated of \$91,679.87 when compared to prior representations made to the Debtors (in early 2025, MN Theaters stated that the monthly insurance escrow was \$2,393.38 for the Odyssey Theater, and \$1,495.50 for the Chateau Theater). Without limitation to the scope of RFP No. 9, the Debtors request that the MN Theaters produce all documents relating to (i) prior representations that MN Theaters made regarding insurance amounts; and (ii) the difference in amount resulting from MN Theaters’ representations and the amounts stated in the Claim and Response. See ECF No. 239 (which includes the Claim) and ECF No. 229. The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The Debtors ask MN Theaters to confirm that the search period will extend from January 1, 2024 to present. The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre” OR Odyssey OR Chateau OR Burnsville OR Rochester OR theater* OR theatre* OR premises) AND (insur* OR polic* OR coverag* OR premium*) The Debtors reserve all rights regarding RFP No. 9.
10	All Documents and Communications, including those among Yourselves, Relating To the asserted “Repairs and remediation” amounts Concerning the “Burnsville Lease” and the “Rochester Lease” referenced in paragraph 11 of the Proof of Claim.	The Debtors disagree with MN Theaters’ attempt to narrow the scope of RFP No. 10. Comparing the Claim and the Response, MN Theaters’ alleged repairs and remediation amounts decreased \$2,460,944 within days. See ECF No. 239 (which includes the Claim) and ECF No. 229. Without limitation to the scope of RFP No. 10, the Debtors request that the MN Theaters produce all documents relating to the discrepancy in the amount between the Claim and the Response. The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must, at least, cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The Debtors asks MN Theaters to confirm that the period covered by search extends from August 22, 2017 to present. Indeed, in the Response, MN Theaters failed to specify any temporal limitation to its allegation that “the Lessee had not complied with its obligations to maintain the premises in accordance with the Lease” and “the Lessee failed to bring the premises up to the ‘luxury’ standards prescribed by sections 2 and 3 of the Leases.” See ECF No. 229 at ¶ 23. The Claim is equally vague. The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to Request no. 1.

No.	RFP	
		The Debtors propose the following search terms: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre” OR Odyssey OR Chateau OR Burnsville OR Rochester OR theater* OR theatre* OR premises) AND (repair* OR maint* OR replac* OR inspect* OR remed* OR restor* OR fix* OR damage* OR endamage* OR deteriorat* OR break* OR broke* OR destroy* OR ruin* OR rip* OR tear* OR torn OR crack*) The Debtors reserve all rights regarding RFP No. 10.
11	All other Documents and Communications Relating To any other allegation included in the Proof of Claim that is not covered by Requests No. 7-10.	MN Theaters’ categorical refusal to produce documents under RFP No. 11 is improper, given that RFP No. 11 is proportional in its scope and covers documents that are relevant for the purposes of the Debtors objection to MN Theaters’ Claim for millions of U.S. dollars. Without limitation to the scope of RFP No. 11, the Debtors request that MN Theaters produces documents relating to (i) the allegation that “[t]he Claimant asserts three categories of claims ... the costs of reasonably and necessary repairs and improvements on account of the condition in which the Debtor turned over both Premises” (Claim ¶ 8); (ii) the allegation that “the Debtor is liable ... for all amounts that are reasonably necessary to restore the Premises to a properly maintained condition” (<i>id.</i> ¶ 10); (iii) the allegation that “[t]he Debtor failed to ‘timely and properly maintain, replace and repair ... the Premises,’ delivering both Premises to the Claimant in a dilapidated condition.” (<i>id.</i>); the allegation that the total amount for “Property taxes” is \$360,401.87 (<i>id.</i> ¶ 11). <i>See</i> ECF No. 239 (which includes the Claim). The Debtors ask MN Theaters to confirm that the document search covers documents of MN Theaters’ affiliates and specify which ones. In addition to MN Theaters 2006 LLC, the document search must at least cover the following entities that are related to the matter of Debtors’ objection to the Claim: (i) CNLI / CHNM LLC; (ii) Carlyle; (iii) iStar Inc.; (iv) Carlyle Net Lease Income, L.P.; (v) CNLI EMEX REIT LLC; and (vi) PCSD BX Industrial Mezz Private Limited, c/o Situs Asset Management. For further details, <i>see supra</i> in relation to RFP No. 1. The Debtors ask MN Theaters to confirm that the period covered by search extends from August 22, 2017 to present. Indeed, in the Response, MN Theaters failed to specify any temporal limitation to its allegation that “the Lessee had not complied with its obligations to maintain the premises in accordance with the Lease” and “the Lessee failed to bring the premises up to the ‘luxury’ standards prescribed by sections 2 and 3 of the Leases.” <i>See</i> ECF No. 229 at ¶ 23. The Claim is equally vague. The Debtors request the inclusion of the following custodians: (i) Bob Parillo; (ii) Matt Ballinger; (iii) Barclay Jones; and (iv) Katie Tenney. For further details on these custodians, <i>see supra</i> in relation to RFP No. 1. The Debtors propose the following search terms: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre” OR Odyssey OR Chateau OR Burnsville OR Rochester OR theater* OR theatre* OR premises) AND (repair* OR maint* OR replac* OR inspect* OR remed* OR restor* OR fix* OR damage* OR endamage* OR deteriorat* OR break* OR broke* OR destroy* OR ruin* OR rip* OR tear* OR torn OR crack*). In addition: (Cinemex OR CMX OR “CB Theater” OR “CB Theatre” OR Odyssey OR Chateau OR Burnsville OR Rochester OR theater* OR theatre* OR premises) AND tax* The Debtors reserve all rights regarding RFP No. 11.

Exhibit E

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:

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

Debtors.

Chapter 11 (Subchapter V)

Case No. 25-17559-LMI

(Jointly Administered)

**MN THEATERS' RESPONSES AND OBJECTIONS TO DEBTORS' NOTICE OF
TAKING DEPOSITION DUCES TECUM PURSUANT TO FED. R. BANKR. P.
7030(B)(2), (B)(6), 7034 AND 9014 RELATING TO DOCKET NO. 218**

Pursuant to Rules 26, 30, and 34 of the Federal Rules of Civil Procedure and Rules 7026, 7030, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Federal Rules”) and further pursuant to Rule 7026-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Florida (the “Local Rules”), MN Theaters 2006 LLC (“MN Theaters”), by its undersigned counsel, hereby submits its responses and objections (the “Responses and Objections”) to the *Notice of Taking Deposition Duces Tecum Pursuant to Fed. R. Bankr. P. 7030(B)(2), (B)(6), 7034 and 9014 Relating to Docket No. 218* (the “Notice”) from Cinemex Holdings USA, Inc. (“Cinemex Holdings”), CMX Cinemas, LLC, and CB Theater Experience LLC (“CB Theater” and, collectively with Cinemex Holdings and CMX Cinemas, LLC, the “Debtors” or “Cinemex”), including the Designated Topics of Deposition on Schedule A thereto (the “Topics” and each a “Topic”), and the request for the production of documents on Exhibit B

¹ The Debtors in these chapter 11 cases and the last four digits of each 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 Debtors is 4300 Biscayne Blvd., Suite 203, Miami, FL 33137.

thereto (the “Requests” and each a “Request”) in the above-captioned matter (the “Bankruptcy Case”) as follows:

GENERAL RESPONSES AND OBJECTIONS

1. MN Theaters objects to the Topics and Requests to the extent they seek information and documents that are public, already in Debtors’ possession, or available from sources to which Debtors have equal access as MN Theaters.

2. MN Theaters objects to the Topics and Requests to the extent they seek the information or the production of documents beyond the possession, custody, or control of MN Theaters or otherwise seek information or documents that cannot practicably be identified or obtained by MN Theaters without undue burden or expense.

3. MN Theaters objects to the Topics and Requests, including the Definitions and Instructions therein, to the extent they seek information or documents obtainable from a more convenient, less burdensome, or less expensive discovery device or source.

4. MN Theaters objects to the Topics and Requests to the extent that they seek information or documents for which the burden or expenses of the proposed discovery outweighs any likely benefit.

5. MN Theaters objects to the Definitions, Instructions, and Requests to the extent they seek to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

6. MN Theaters objects to the Topics and Requests to the extent they seek information nor documents that is subject to any privilege or protection, including the attorney-client privilege, attorney work-product doctrine, common interest, or any other applicable protection from disclosure (collectively, “Privileged Information”). Inadvertent production of any such

information or document is not intended to be, and shall not operate as, a waiver of any applicable privilege or protection, in whole or in part. In each of the Specific Responses and Objections, any agreement by MN Theaters to search for or produce documents is subject to withholding documents subject to any applicable privilege or protection. In accordance with Federal Rule of Civil Procedure 26(b)(5)(B), MN Theaters reserves the right to notify the Debtors if MN Theaters has determined, in its sole discretion, that it has inadvertently disclosed Privileged Information, and to request that the Debtors promptly return or destroy the specified information.

7. MN Theaters objects to the Topics and Requests to the extent that they seek proprietary, confidential, commercially or personally sensitive information, trade secrets, information protected by confidentiality agreements, or information likely to cause competitive, business, or commercial injury or disadvantage (collectively, “Proprietary Information”). MN Theaters will produce documents containing Proprietary Information only subject to the entry of a protective order governing the confidentiality of documents or information produced in the Bankruptcy Case, and only to the extent such information is relevant to the Bankruptcy Case. MN Theaters reserves the right to redact Proprietary Information from any documents produced, including to the extent it is non-responsive or otherwise not relevant to the Bankruptcy Case.

8. MN Theaters objects to the Topics and Requests, including any Definitions or Instructions therein, to the extent they purport to require MN Theaters to conduct anything other than a reasonable search for responsive information and documents, in reasonably accessible locations. To the extent MN Theaters agrees to produce documents in response to the Requests, MN Theaters will search for documents only in those locations and from those individuals that may reasonably be expected to have non-duplicative responsive documents in their possession.

9. MN Theaters objects to the Requests, including any Definitions or Instructions therein, to the extent they call for MN Theaters to search for and/or restore back-up tapes and data, disaster recovery systems, or other archived electronic media for electronically stored information on the grounds that the burden and expense of doing so is excessive under the circumstances.

10. These Responses and Objections are based on information currently available to MN Theaters. MN Theaters expressly reserves the right to amend, supplement, or correct their Responses and Objections in accordance with the Federal Rules.

11. MN Theaters' agreement to produce Documents in response to Requests is not an admission that MN Theaters has such Documents in its possession, custody, or control. No response, objection, or limitation, or lack thereof, made herein shall be deemed an admission by MN Theaters as to the existence or nonexistence, or availability or unavailability, of documents that may be responsive to the Requests. Similarly, any undertaking to produce and/or preserve documents pursuant to any particular Request—now or at a future date—shall not be construed to indicate that any such documents exist.

12. MN Theaters will make a reasonable, good faith effort to produce documents, consistent with the Responses and Objections, on a rolling basis, within the time frame for discovery agreed by the parties or ordered by the Court.

13. These Responses and Objections are made without waiver of, or prejudice to, any objection or right, including but not limited to MN Theaters' right to object to further discovery of MN Theaters and MN Theaters' right to move for a protective order on any grounds.

14. MN Theaters reserves all objections regarding the use or admissibility of any material produced. The production of any material does not constitute an admission by MN

Theaters that such material or the information contained therein is relevant to the Bankruptcy Case or admissible as evidence.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

15. MN Theaters objects to the definition of “Braun Intertec” as vague, overbroad, and ambiguous to the extent it includes Braun Intertec Corporation’s and “any of its current and former affiliates, subsidiaries, successors, predecessors, assignees, agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.” MN Theaters will interpret “Braun Intertec” as Braun Intertec Corporation only.

16. MN Theaters objects to the definition of “Communication(s)” to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law, including to the extent the Requests purport to call for Communications that are not Documents.

17. MN Theaters objects to the definition of “Concern” and “Concerning” as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law. MN Theaters will interpret “Concerning” to mean relating to, referring to, discussing, describing, identifying, or constituting the subject of the Request.

18. MN Theaters objects to the definition of “Document” to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law. MN Theaters will interpret “Document(s)” to be synonymous in meaning and equal in scope to the usage of the term in Fed. R. Civ. P. 34(a)(1)(A).

19. MN Theaters objects to the definition of “you,” “your,” “yourselves,” and “MN Theaters” as vague, overbroad, and ambiguous in that it includes without distinction MN Theaters’

“current and former affiliates, subsidiaries, successors, predecessors, assignees, agents, advisors, employees, representatives, staff, attorneys and all other Persons or Entities acting on its behalf or under their control.” MN Theaters will interpret “MN Theaters” to refer to MN Theaters 2006 LLC only.

20. MN Theaters objects to the definition of “Proof of Claim” as overbroad to the extent it includes reference to a duplicate version of the operative Proof of Claim, which has since been withdrawn from the Claims Register in the above-captioned case. MN Theaters will interpret “Proof of Claim” to refer to Claim No. 23, the proof of claim filed by MN Theaters on September 8, 2025, along with accompanying Annex and exhibits thereto.

21. MN Theaters objects to the definition of “Refers To,” “Referring To,” “Relates To,” “Relating To,” and “Regarding” as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law. MN Theaters will interpret “Refers To,” “Referring To,” “Relates To,” “Relating To,” and “Regarding” as “discussing.”

22. MN Theaters objects to Instruction No. 2 as overbroad, unduly burdensome, and imposing a burden on MN Theaters that is not proportional to the needs of the case. Unless otherwise specified, MN Theaters will produce documents generated from July 1, 2025, to the date of these Responses and Objections (the “Relevant Period”).

23. MN Theaters objects to Instruction No. 3 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

24. MN Theaters objects to Instruction No. 4 to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, any other applicable rule or law.

25. MN Theaters objects to Instruction No. 5 to the extent that it purports to require documents maintained electronically to be produced in their native format. MN Theaters will produce electronic documents consistent with an electronic discovery protocol to be negotiated between the parties.

26. MN Theaters objects to Instruction No. 6 as unduly burdensome and seeking to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law. MN Theaters will produce electronic documents consistent with an electronic discovery protocol to be negotiated between the parties.

27. MN Theaters objects to Instruction No. 7 as unduly burdensome and seeking to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law. MN Theaters will produce electronic documents consistent with an electronic discovery protocol to be negotiated between the parties.

28. MN Theaters objects to Instruction No. 8 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

29. MN Theaters objects to Instruction No. 9 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law. MN Theaters reserves the right to produce a categorical privilege log in accordance with Rule 7026-1(G)(3) of the Local Rules.

30. MN Theaters objects to Instruction No. 10 as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law.

31. MN Theaters objects to Instruction No. 11 to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, any other applicable rule or law.

32. MN Theaters objects to Instruction No. 12 as unduly burdensome to the extent it seeks to impose obligations on MN Theaters to produce information or documents obtainable from a more convenient, less burdensome source.

33. MN Theaters objects to Instruction No. 13 as vague, ambiguous, and overbroad and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, Local Rules, or any other applicable rule or law.

34. MN Theaters objects to Instruction No. 14 to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

35. MN Theaters objects to Instruction No. 15 as unduly burdensome and to the extent it seeks to impose obligations on MN Theaters beyond those imposed by the Federal Rules, the Local Rules, or any other applicable rule or law.

36. MN Theaters objects to any Request that seeks identifying, personal, or financial information relating to the insureds, policyholders, or beneficiaries other than Debtors.

37. Without waiver of the foregoing objections or the specific objection below, MN Theaters is prepared to meet and confer with Debtors, to the extent necessary and/or required by

Rule 7026-1(E)(1) of the Local Rules, concerning MN Theaters' Responses and Objections to the Requests.

SPECIFIC RESPONSES & OBJECTIONS TO DEPOSITION TOPICS

The foregoing General Responses and Objections are incorporated by reference into each Specific Response and Objection below as if fully repeated therein. The failure to include any General Responses or Objections in any specific response does not waive any General Objection to that Topic. MN Theaters specifically responds and object to the Topics as follows:

Topic No. 1: *The Chateau Lease.*

Response to Topic No. 1:

In addition to the foregoing General Objections, MN Theaters objects to this Topic on the ground that it is overbroad, unduly burdensome, and not proportional to the needs of the case as this Topic requests MN Theaters to produce a witness to testify about the entirety of the Chateau Lease without specification as to any particular provisions or clauses. The parties should meet-and-confer in order to discuss a narrowed formulation of this Topic.

MN Theaters will not produce a witness to testify in connection with this Topic as currently formulated in the Notice.

Topic No. 2: *The Odyssey Lease.*

Response to Topic No. 2:

In addition to the foregoing General Objections, MN Theaters objects to this Topic on the ground that it is overbroad, unduly burdensome, and not proportional to the needs of the case as this Topic requests MN Theaters to produce a witness to testify about the entirety of the Odyssey Lease without specification as to particular provisions or clauses. The parties should meet-and-confer in order to discuss a narrowed formulation of this Topic.

MN Theaters will not produce a witness to testify in connection with this Topic as currently formulated in the Notice.

Topic No. 3: *The Claim.*

Response to Topic No. 3:

In addition to the foregoing General Objections, MN Theaters objects to this Topic on the ground that it is overbroad, unduly burdensome, and not proportional to the needs of the case as this Topic requests MN Theaters to produce a witness to testify about all aspects of the Claim, which could be interpreted to include irrelevant information, such as the process for filing and submitting the Claim, among other things.

Subject to the foregoing General Objections and Specific Objections, MN Theaters will produce a witness to testify regarding the basis of the Claim, including the amounts sought in the Claim.

Topic No. 4: *The Response, including:*

- a. The Chateau Assessment;*
- b. The Odyssey Assessment;*
- c. The Chateau Summary of Repair and Remediation;*
- d. The Odyssey Summary of Repair and Remediation;*
- e. The unpaid amounts asserted within the Response; and*
- f. The damages asserted within the Response.*

Response to Topic No. 4:

In addition to the foregoing General Objections, MN Theaters objects to this Topic on the ground that it is overbroad, unduly burdensome, and not proportional to the needs of the case as this Topic requests MN Theaters to produce a witness to testify about all aspects of the Response, which could be interpreted to include irrelevant information, such as the process for drafting the Response and legal argument therein, among other things.

Subject to the foregoing General Objections and Specific Objections, MN Theaters will produce a witness to testify regarding the Chateau Assessment, the Odyssey Assessment, the Chateau Summary of Repair and Remediation, the Odyssey Summary of Repair and Remediation, unpaid amounts asserted within the Response, and damages asserted within the Response.

Topic No. 5: *The documents produced pursuant to Schedule B.*

Response to Topic No. 5:

Subject to the foregoing General Objections, MN Theaters will produce a witness to testify in connection with this Topic.

Topic No. 6: *The documents produced pursuant to the Debtors' First Set of Requests for the Production Relating to Docket No. 218.*

Response to Topic No. 6:

In addition to the foregoing General Objections, MN Theaters objects to this Topic on the ground that it is overbroad, unduly burdensome, and not proportional to the needs of the case.

MN Theaters will not produce a witness to testify in connection with this Topic.

SPECIFIC RESPONSES & OBJECTIONS TO REQUESTS FOR PRODUCTION

The foregoing General Responses and Objections are incorporated by reference into each Specific Response and Objection below as if fully repeated therein. The failure to include any General Responses or Objections in any specific response does not waive any General Objection to that Request. By answering any Specific Request, MN Theaters is not, nor shall it be construed as, admitting to the propriety of any Specific Request or that any documents responsive to a Request exist. MN Theaters specifically responds and object to the Requests as follows:

Request No. 1: *All Documents and Communications, including those among Yourselves, that Relates To clause 2(c) under the Chateau Lease.*

Response to Request No. 1:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Objection to Claim Nos. 21 and 23 of MN Theaters 2006 LLC filed in the Bankruptcy Case on September 12, 2025 (Dkt. No. 218) (the “Claim Objection”). MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will produce responsive, non-privileged Documents and Communications discussing the applicable tenant’s obligations under Section 2(c) of the Chateau Lease that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 2: *All Documents and Communications, including those among Yourselves, that Relates To clause 2(c) under the Odyssey Lease.*

Response to Request No. 2:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will produce responsive, non-privileged Documents and Communications discussing the applicable tenant’s

obligations under Section 2(c) of the Odyssey Lease that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 3: *All Documents and Communications between You and any of the Debtors Regarding clause 2(c) of the Chateau Lease.*

Response to Request No. 3:

In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors' possession, custody, or control or otherwise available to Debtors. MN Theaters further objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information. MN Theaters further objects on the ground that this Request is duplicative of Request No. 1.

Subject to and without waiving the foregoing objections, MN Theaters will not produce Documents or Communications in response to this Request other than those produced in response to Request No. 1.

Request No. 4: *All Documents and Communications between You and any of the Debtors Regarding clause 2(c) of the Odyssey Lease.*

Response to Request No. 4:

In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors' possession, custody, or control or otherwise available to Debtors. MN Theaters further objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim

Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information. MN Theaters further objects on the ground that this Request is duplicative of Request No. 2.

Subject to and without waiving the foregoing objections, MN Theaters will not produce Documents or Communications in response to this Request other than those produced in response to Request No. 2.

Request No. 5: *All Documents and Communications, including those among Yourselves, Regarding the Chateau Assessment attached to the Response.*

Response to Request No. 5:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will produce responsive, non-privileged Documents and Communications in connection with this Request that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 6: *All Documents and Communications, including those among Yourselves, Regarding the Odyssey Assessment attached to the Response.*

Response to Request No. 6:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will produce responsive, non-privileged Documents and Communications in connection with this Request that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 7: *All Documents and Communications between You and Braun Intertec Relating To the Chateau Assessment attached to the Response.*

Response to Request No. 7:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information. MN Theaters further objects on the ground that this Request is duplicative of Request No. 5.

Subject to and without waiving the foregoing objections, MN Theaters will not produce Documents or Communications in response to this Request other than those produced in response to Request No. 5.

Request No. 8: *All Documents and Communications between You and Braun Intertec Relating To the Odyssey Assessment attached to the Response.*

Response to Request No. 8:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information. MN Theaters further objects on the ground that this Request is duplicative of Request No. 6.

Subject to and without waiving the foregoing objections, MN Theaters will not produce Documents or Communications in response to this Request other than those produced in response to Request No. 6.

Request No. 9: *All Documents and Communications, including those among Yourselves, Relating to the allegations within section II, titled “The Debtors’ Failure to Upgrade and Maintain The Premises as Required by the Leases,” of the Response.*

Response to Request No. 9:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary

Information. MN Theaters further objects to this Request to on the ground that it is vague, ambiguous, and unspecified.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to Documents and Communications substantiating the amounts set forth the tables in Exhibits D-1 and D-2 to the Response, which are titled *Repairs and Remediation (Burnsville/Odyssey)* and *Repairs and Remediation (Rochester/Chateau)*, respectively. MN Theaters will not produce Documents or Communications in response to this Request other than those produced in response to Request Nos. 12, 15, and 16.

Request No. 10: *All Documents and Communications, including those among Yourselves, Relating To the asserted “Utilities” amount of \$308,940,34 referenced in paragraph 16 of the Response.*

Response to Request No. 10:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection insofar as it requests “All Documents and Communications” relating to the asserted “Utilities” amount of \$308,940,34 referenced in paragraph 16 of the Response.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to Documents and Communications substantiating the asserted “Utilities” amount of \$308,940,34 referenced in paragraph 16 of the Response. Consistent with this interpretation, MN Theaters will produce responsive, non-privileged Documents and Communications sufficient to show the asserted “Utilities” amount that can be located after a reasonable search.

Request No. 11: *All Documents and Communications, including those among Yourselves, Relating To the asserted “Other maintenance” amount of \$99,964.47 referenced in paragraph 16 of the Response.*

Response to Request No. 11:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection insofar as it requests “All Documents and Communications” relating to the asserted “Other maintenance” amount of \$99,964.47 referenced in paragraph 16 of the Response.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to Documents and Communications substantiating the asserted “Other maintenance” amount of \$99,964.47 referenced in paragraph 16 of the Response. Consistent with this interpretation, MN Theaters will produce responsive, non-privileged Documents and Communications sufficient to show the asserted “Other maintenance” amount that can be located after a reasonable search.

Request No. 12: *All Documents and Communications, including those among Yourselves, Relating To the asserted “Repairs and remediation” amount of \$6,302,001 referenced in paragraph 16 of the Response.*

Response to Request No. 12:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection insofar as it requests “All Documents and Communications” relating to the asserted “Repairs and remediation” amount of \$6,302,001 referenced in paragraph 16 of the Response.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to Documents and Communications substantiating the asserted “Repairs and remediation” amount of \$6,302,001 referenced in paragraph 16 of the Response. Consistent with this interpretation, MN Theaters will produce responsive, non-privileged Documents and Communications sufficient to show the asserted “Repairs and remediation” amount that can be located after a reasonable search.

Request No. 13: *All Documents and Communications, including those among Yourselves, Relating to paragraph 20 of the Response, including the sentence “MN Theaters estimates that the ‘vacancy’ level of utility services is approximately \$12,945 per month at Burnsville and \$10,672 per month at Rochester.”*

Response to Request No. 13:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information. MN Theaters further objects to this Request to on the ground that it is vague, ambiguous, and unspecified.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to Documents and Communications substantiating the asserted estimated “‘vacancy’ level[s] of utilities services” referenced in paragraph 20 of the Response. Consistent with this interpretation, MN Theaters will produce responsive, non-privileged Documents and Communications sufficient to show the asserted estimated “‘vacancy’ level[s] of utilities services” referenced in paragraph 20 of the Response.

Request No. 14: *All other Documents and Communications Relating To any other allegation included in pages 1 to 14 of the Response, to the extent that the Documents and Communications are not covered by those requested under paragraphs no. 1-13 above.*

Response to Request No. 14:

In addition to the foregoing General Objections, MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information. MN Theaters further objects to this Request to on the ground that it is vague, ambiguous, and unspecified.

MN Theaters will not produce Documents or Communications in response to this Request.

Request No. 15: *All Documents and Communications, including those among Yourselves, Relating To the “Chateau Summary of Repair and Remediation.”*

Response to Request No. 15:

In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors’ possession, custody, or control or otherwise available to Debtors. MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to Documents and Communications substantiating the costs set forth in the table in Exhibit D-2 to the Response, which is titled *Repairs and Remediation*

(Rochester/Chateau). Consistent with this interpretation, MN Theaters will produce responsive, non-privileged Documents and Communications in connection with this Request that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 16: *All Documents and Communications, including those among Yourselves, Relating To the “Odyssey Summary of Repair and Remediation.”*

Response to Request No. 16:

In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors’ possession, custody, or control or otherwise available to Debtors. MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

Subject to and without waiving the foregoing objections, MN Theaters will interpret this Request as referring to Documents and Communications substantiating the costs set forth in the table in Exhibit D-1 to the Response, which is titled *Repairs and Remediation (Burnsville/Odyssey)*. Consistent with this interpretation, MN Theaters will produce responsive, non-privileged Documents and Communications in connection with this Request that can be located after a reasonable search. In accordance with Local Rule 7026-2(C), the parties should meet-and-confer to discuss appropriate custodians and search terms.

Request No. 17: *All Documents and Communications, including those among Yourselves, Relating To the status of the properties relating to the Chateau Lease and the Odyssey Lease, including whether such properties are being marketed, and efforts, plans, and expectations for the lease or sale of such properties.*

Response to Request No. 17:

In addition to the foregoing General Objections, MN Theaters objects to this Request to the extent the documents sought are in Debtors' possession, custody, or control or otherwise available to Debtors. MN Theaters objects to this Request as overbroad, unduly burdensome, not proportional to the needs of the case, and as seeking documents not relevant to the Claim Objection. MN Theaters further objects to this Request to the extent it seeks production of any document, any portion of any document, or any other communication or information which constitutes Privileged Information or Proprietary Information.

MN Theaters will not produce Documents or Communications in response to this Request.

Dated: November 14, 2025
Miami, Fla.

Respectfully submitted,

/s/ Christopher Andrew Jarvinen

Paul Steven Singerman (Florida Bar No.
378860)

Christopher Jarvinen (Florida Bar No. 21745)

Berger Singerman LLP

1450 Brickell Avenue

Suite 1900

Miami, FL 33131

Telephone: 1 (305) 755-9500

Email:

Singerman@BergerSingerman.com

CJarvinen@BergerSingerman.com

Lisa G. Laukitis (*pro hac vice*)

Jed M. Schwartz (*pro hac vice*)

Benjamin M. Schak (*pro hac vice*)

Milbank LLP

55 Hudson Yards

New York, NY 10001

Telephone: 1 (212) 530-5000

Email: LLaukitis@Milbank.com

JSchwartz@Milbank.com

BSchak@Milbank.com

Counsel to MN Theaters 2006 LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 14, 2025, a true and correct copy of the foregoing was served via electronic transmission upon the parties listed on the Service List below.

/s/ Christopher Andrew Jarvinen
Christopher Andrew Jarvinen

SERVICE LIST

Cinemex Holdings USA, Inc., *et al.*

c/o Jeffrey P. Bast
Email: jbast@bastamron.com

c/o Jaime B. Leggett
Email: jleggett@bastamron.com

c/o Patricia B. Tomasco
Email: pattytomasco@quinnemanuel.com

c/o Alain Jaquet
Email: alainjaquet@quinnemanuel.com

c/o Razmig Izakelian
Email: razmigizakelian@quinnemanuel.com

Exhibit F

Milbank

JED M. SCHWARTZ

Partner

55 Hudson Yards | New York, NY 10001-2163

T: +1 (212) 530-5283

jschwartz@milbank.com | milbank.com

December 1, 2025

BY EMAIL

Jaime Leggett
Bast Amron LLP
1 SE 3rd Ave, Suite 2410
Miami, FL 33131

Patricia B. Tomasco
Alain Jaquet
Quinn Emanuel Urquhart & Sullivan, LLP
Friedman Oster & Tejtel PLLC
295 5th Ave, 9th Floor
New York, NY 10016

*Re: In re Cinemex Holdings USA, Inc., CMX Cinemas, LLC, and CB Theater Experience
LLC, No. 25-17559-LMI*

Dear counsel:

We write on behalf of MN Theaters 2006 LLC (“MN Theaters”) following the parties’ meet-and-confer on November 24, 2025. At the meet-and-confer, the parties discussed the following discovery requests: (i) Debtors’ *First Set of Requests for the Production Relating to Docket No. 218*, dated September 19, 2025 (the “September Requests”), and MN Theaters’ responses and objections thereto, dated September 23, 2025 (the “September R&Os”); (ii) Debtors’ *Notice of Taking Deposition Duces Tecum Pursuant to Fed. R. Bankr. P. 7030(B)(2), (B)(6), 7034 and 9014 Relating to Docket No. 218*, along with accompanying “Designated Topics of Deposition” (Schedule A) and “Requested Documents” (Ex. B), dated October 31, 2025 (the “October Requests”), and MN Theaters’ responses and objections thereto, dated November 14, 2025 (the “October R&Os”); and (iii) Debtors’ *Subpoena for Rule 2004 Examination*, along with accompanying “Request for Production” (Ex. A) and “Designated Topics of Deposition” (Ex. B), dated October 31, 2025 (the “Rule 2004 Requests”), and MN Theaters’ responses and objections thereto, dated November 6, 2025 (the “Rule 2004 R&Os”).

This letter is subject to, and without waiver of, its positions set forth in its prior objections, unless specifically stated otherwise.

I. SEARCH PARAMETERS

In Annex A to its November 3, 2025 letter relating to the September Requests (the “November 3 Letter”), the Debtors proposed a series of search parameters (i.e., custodian, date ranges, and search terms) for certain of the September Requests. As discussed on the November

24 call, we believe for efficiency purposes, the parties should agree on a set of search parameters that would cover both the September Requests and the October Requests.

Accordingly, MN Theaters proposes the following for its ESI (which is a collective package):

Search Terms: CMX OR Cinemex OR Odyssey OR Chateau OR Rochester OR Burnsville OR “MN Theaters” OR Braun OR Intertec OR braunintertec.

These are broad search terms designed to capture documents that may be responsive to both sets of requests.

Custodians: The Debtors have requested that MN Theaters collect ESI from five custodians: (i) Bobby Parillo, (ii) Barclay Jones, (iii) Catherine Tenney, (iv) Matthew Ballinger, and (v) Kimberly Tewksbury. As expressed on our call, we believe that the vast majority of potentially responsive documents will include Mr. Parillo, and, thus, it would be unduly burdensome to collect and review documents from the other custodians. For example, your justification for including Ms. Tewksbury is that MN Theaters already has produced a document on which she was a recipient. But, you agreed that Mr. Parillo, too, was a party to that same communication. Nevertheless, in an effort to compromise, MN Theaters is willing to use Matthew Ballinger and Kimberly Tewksbury as additional custodians. We believe that Mr. Jones and Ms. Tenney, who are removed from the day-to-day asset management, are highly unlikely to have non-privileged documents that are not duplicative of the documents that will be collected from the other custodians.

Date Range: We proposed applying a date range of June 30, 2025, which is the petition date, through and including November 5, 2025. We believe that this date range is reasonably calculated to discovery documents that form the basis of MN Theaters’ claim. We understand that this range is acceptable to the Debtors for Requests Nos. 3 through 7 from the September Requests, and we understand that the Debtors are considering this range for the October Requests.

For Request Nos. 1, 2, and 10 of the September Requests, the Debtors have demanded a date range from August 22, 2017, through November 3, 2025—a period of more than eight years. That is patently unreasonable. This is not only exceedingly burdensome, but of limited relevance to MN Theaters’ claim, which based on the current state of the theaters. When we asked for the Debtors’ justification for this date range, you stated that it related to whether the Debtors were aware of their breaches of the applicable leases. Nothing in the leases supports a view that the Debtors must have had knowledge of their breaches for MN Theaters to have a claim for such breach. Nor have you provided us any legal authority supporting that contention. And, in any event, the most salient documents regarding the Debtors’ knowledge of their breaches of the leases would be in the Debtors’ possession.

With respect Request No. 8 of the September Requests, which seek documents relating to the utility amounts in the Claim, you have requested that we expand the date range to June 30, **2023**. Your stated justification is that MN Theaters has referred to the utility costs associated with the winter season. As you are aware, under the leases, it was the Debtors’ responsibility to pay the utilities. Thus, the Debtors already have this information. Nevertheless, in an effort to

compromise, while MN Theaters will not agree to expand the scope of its ESI collection to include that date range, MN Theaters will agree to perform a reasonable search in readily accessible, centrally stored files, if any, for responsive documents during that date range.

With respect to Request No. 9 of the September Requests, which seeks documents relating to insurance amounts in the Claim, you have requested that we expand the date range to January 1, 2024. You have provided no justification for that whatsoever. Nevertheless, in an effort to compromise, while MN Theaters will not agree to expand the scope of its ESI collection to include that date range, MN Theaters will agree to perform a reasonable search in readily accessible, centrally stored files, if any, for responsive documents during that date range.

II. MN THEATERS' POSITION ON SPECIFIC REQUESTS AND DEPOSITION TOPICS

Topics 1 and 2, Schedule A, October Requests. MN Theaters reiterates its objections set forth in the Claim Objection Responses. Consistent with the parties' discussion during the meet-and-confer, MN Theaters proposes narrowing the scope of Topics 1 and 2 to cover the following provisions of the Chateau and Odyssey Leases: Clause 2(c), "Demise of Premises"; Clause 9, "Repair and Maintenance; Replacement"; Clause 16, "Remedies". We reiterate that we have no obligation to educate a witness on legal contentions or conclusions, and will not do so. *See, e.g., DoorDash, Inc. v. City of New York*, 780 F. Supp. 3d 434, 459 (S.D.N.Y. 2025) ("Rule 30(b)(6) depositions "are designed to discover facts, not contentions or legal theories[.]").

Topic 6, Schedule A, October Requests. Topic No. 6 seeks to have MN Theaters educate a witness on all of the documents produced in response to the September Requests. As stated in our objections and on our call, that is unreasonable. The Debtors have identified specific areas of facts for which they have requested a witness to testify. But the Debtors cannot shoehorn in every issue that might be implicated by every document through a request like Topic No. 6.

On the call, the Debtors, for the first time, stated that this request was also targeted to understand MN Theaters' document collection and review process. That is improper "discovery on discovery." *See Culliver v. BP Expl. & Prod., Inc.*, 2022 WL 19568966, at *2 (N.D. Fla. Nov. 29, 2022) ("To warrant discovery on discovery, the requesting party must explain in sufficient factual detail how the document production was insufficient as a result of the methods used to preserve, collect, identify, process, or produce documents.") (cleaned up); *see also Panteleakis v. Waypoint Residential, LLC*, 2025 WL 3091197, at *2 (S.D. Fla. Aug. 13, 2025) (noting that the court will be reluctant to compel "discovery on discovery"); *Wesolek v. Wesolek*, 2021 WL 7502540, at *4 (M.D. Fla. Apr. 16, 2021) (noting that the court "will not permit or abide a general fishing expedition through the use of unwarranted 'discovery on discovery' as a distraction from the merits of the litigation"); *Procaps S.A. v. Patheon Inc.*, 2014 WL 11498060, at *27 (S.D. Fla. Dec. 1, 2014), *report and recommendation adopted*, 2014 WL 11498061 (S.D. Fla. Dec. 30, 2014) ("discovery on discovery is not permitted because of possibilities"). MN Theaters will not produce a witness to testify on this Topic.

Request No. 9, Ex. B, October Requests. In Request No. 9, Debtors seek the following: "*All Documents and Communications, including those among Yourselves, Relating to the allegations*

within section II, titled ‘The Debtors’ Failure to Upgrade and Maintain The Premises as Required by the Leases,’ of the Response.’

During the November 24 call, you stated that the documents sought by the Debtors in connection with this request are documents supporting MN Theaters’ statement in the *Response of MN Theaters 2006 LLC to the Debtors’ Objection to Claim No. 23* [Dkt. No. 229] that the “promise of capital improvements to transform both locations into high-class customer experiences was a crucial economic deal point to induce MN Theaters to enter into a long-term leasing relationship with CMX rather than with some other theater brand.” The Debtors have never challenged that the leases are binding. Nevertheless, although MN Theaters will not conduct an ESI search in response to this request, MN Theaters will produce non-privileged documents responsive to this request to the extent it reviews such documents in the course of its review in response to other requests.

Request No. 17, Ex. B, October Requests. In Request No. 17, Debtors seek the following: *“All Documents and Communications, including those among Yourselves, Relating To the status of the properties relating to the Chateau Lease and the Odyssey Lease, including whether such properties are being marketed, and efforts, plans, and expectations for the lease or sale of such properties.”*

During the November 24 call, you stated that this Request is relevant because, if MN Theaters’ claim is large enough, the Debtors might elect their claimed right to terminate the leases under Section 10. And you further stated that the documents sought in this request might offset, in some unspecified way, the Debtors’ liability. You provided no explanation as to how Section 10 might apply, and you repeatedly refused to answer my question regarding how Section 10 might limit the Debtors’ liability in any way. Accordingly, we will not produce documents responsive to this request.

III. RULE 2004 REQUESTS

As set forth in the Rule 2004 Responses, and as discussed during the meet-and-confer, the Rule 2004 Requests were propounded in connection with confirmation of Debtors’ plan. MN Theaters withdrew its confirmation objection, and the plan was confirmed on November 17, 2025. As such, the Rule 2004 Requests are now moot. MN Theaters will not produce documents or a witness in response to these requests. Furthermore, to the extent that Debtors made the Rule 2004 Requests in connection with the Claim Objection, MN Theaters reiterates its position that, once a contested matter has commenced, discovery is properly made pursuant to Rule 7026 of the Federal Bankruptcy Rules—not by a Rule 2004 examination.

As stated during the meet-and-confer, MN Theaters will make productions on a rolling basis. MN Theaters reserves all rights.

Very truly yours,


Jed M. Schwartz