

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

In re:)	
)	Chapter 11
VILLAGE ROADSHOW ENTERTAINMENT)	
GROUP USA INC., <i>et al.</i> , ¹)	Case No. 25-10475 (TMH)
)	
Debtors.)	(Jointly Administered)
)	Ref. Docket No. 23

CERTIFICATION OF COUNSEL

On March 17, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Rejection of Certain Unexpired Leases Effective as of the Petition Date, and (II) Granting Related Relief* [D.I. 23] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). A proposed form of order approving the Motion on a final basis was attached to the Motion as Exhibit A (the “Proposed Order”).

Pursuant to the notice to the Motion, any objections or responses to entry of the Proposed Order were to be filed and served by April 3, 2025, at 4:00 p.m. (ET), (as may have been extended by the Debtors for any party, the “Objection Deadline”).

Prior to the Objection Deadline, the Debtors received informal comments from the official committee of unsecured creditors (the “Committee”) and 10100 Santa Monica, Inc (the

¹ The last four digits of Village Roadshow Entertainment Group USA Inc.’s federal tax identification number are 0343. The mailing address for Village Roadshow Entertainment Group USA Inc. is 750 N. San Vicente Blvd., Suite 800 West, West Hollywood, CA 90069. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/vreg>.



“Landlord”). No other formal or informal responses or objections to the Proposed Order were received.

Following discussions with the Committee and the Landlord, the Debtors have agreed to a revised form of order (the “Revised Proposed Order”), a copy of which is attached hereto as **Exhibit A**, which resolves the Landlord’s and the Committee’s comments. For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Order against the Proposed Order is attached hereto as **Exhibit B**.

As no other objections or responses to the Motion have been received, it is hereby respectfully requested that the Revised Proposed Order be entered at the earliest convenience of the Court.

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Dated: April 9, 2025
Wilmington, Delaware

/s/ Joseph M. Mulvihill

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EXHIBIT A

Proposed Order

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

<p>In re:</p> <p>VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC., <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 25-10475 (TMH)</p> <p>(Joint Administration Requested)</p> <p>Ref. Docket No. 23</p>
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**ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN UNEXPIRED LEASES
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”): (a) authorizing the rejection of certain unexpired leases set forth on **Exhibit 1** to attached hereto (each, a “Lease,” and collectively, the “Leases”), including a lease for nonresidential real property; (b) authorizing the abandonment of any personal property remaining at the Premises, effective as of the Petition Date; and (c) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court

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² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Each of the Leases identified on Exhibit 1 attached hereto is rejected under section 365 of the Bankruptcy Code effective as of March 17, 2025.
3. Within 2 business days after entry of this Order, the Debtors will serve this Order on the counterparty to each Lease.
4. Counterparties to Leases that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Agreement, if any, by the later of: (a) any applicable claims bar date established in these chapter 11 cases; or (b) 30 days after entry of this Order.
5. The Debtors are authorized, but not directed, to abandon any personal property that is owned by the Debtors and located at the Premises. Any furniture, fixtures, or equipment, or other personal property remaining at the Premises as of the Petition Date is deemed abandoned effective as of the Petition Date without further order of this Court, free and clear of all liens,

claims, interests, or other encumbrances. The Landlord is authorized to use or dispose of any such property in its sole discretion, without notice or liability to the Debtors or any third party and without further notice or order of this Court and, to the extent applicable, the automatic stay is modified to allow such disposition.

6. If the Debtors have deposited monies with a counterparty to a rejected Lease set forth on **Exhibit 1** hereto as a security deposit or other arrangement, such counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

7. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates: (a) assert that any of the Leases (i) were terminated prior to the Petition Date, or (ii) are not executory contracts under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Leases is limited to the remedies available under any applicable termination provisions of the Leases; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Leases. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Leases, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise such rights, claims, defenses and causes of action, and all rights, claims, defenses, and causes of action that the counterparties to the Leases may have are also reserved.

8. The Debtors reserve their rights to assume, assign, or reject other executory contracts or unexpired leases, and nothing herein shall be deemed to affect such rights.

9. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim

against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

13. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

Rejected Leases

Debtor Lease Party	Lease Counterparty	Counterparty Mailing Address	Lease Name
Village Roadshow Entertainment Group USA Inc.	10100 Santa Monica, Inc.	10100 Santa Monica Boulevard Suite 180 Los Angeles, CA 90067 Attn.: Property Manager	Office Lease
Village Roadshow Entertainment Group USA Inc.	Xerox Financial Services LLC	201 Merritt 7 Norwalk, CT 06851	Xerox Lease

EXHIBIT B

Blackline

In re:

Debtors.

having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
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~~5.6.~~ If the Debtors have deposited monies with a counterparty to a rejected Lease set forth on **Exhibit 1** hereto as a security deposit or other arrangement, such counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

~~6.7.~~ Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates: (a) assert that any of the Leases (i) were terminated prior to the Petition Date, or (ii) are not executory contracts under 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Leases is limited to the remedies available under any applicable termination provisions of the Leases; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Leases. All rights, claims, defenses and causes of action that the Debtors and their estates may have against the counterparties to the Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Leases, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive or otherwise such rights, claims, defenses and causes of action, and all rights, claims, defenses, and causes of action that the counterparties to the Leases may have are also reserved.

~~7.8.~~ The Debtors reserve their rights to assume, assign, or reject other executory contracts or unexpired leases, and nothing herein shall be deemed to affect such rights.

~~8.9.~~ Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim

against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

~~9.~~10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

~~10.~~11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

~~11.~~12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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Village Roadshow Entertainment Group USA Inc.	Xerox Financial Services LLC	201 Merritt 7 Norwalk, CT 06851	Xerox Lease