ORDERED in the Southern District of Florida on May 7, 2020.

Laurel M. Isicoff
Chief United States Bankruptcy Judge

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

In re:

CINEMEX USA REAL ESTATE HOLDINGS, INC., CINEMEX HOLDINGS USA, INC., and CB THEATER EXPERIENCE LLC,	Chapter 11
	Case No. 20-14695-LMI
	(Jointly Administered)
Debtors. _____/	

INTERIM ORDER GRANTING EMERGENCY MOTION FOR AN ORDER UNDER SECTIONS 105, 345, 363, 364, 503, 1107 AND 1108 OF THE BANKRUPTCY CODE AUTHORIZING (I) MAINTENANCE OF EXISTING BANK ACCOUNTS; (II) CONTINUANCE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, CHECKS AND RELATED FORMS; (III) CONTINUED PERFORMANCE OF INTERCOMPANY TRANSACTIONS; (IV) LIMITED WAIVER OF SECTION 345(B) DEPOSIT AND INVESTMENT REQUIREMENTS; AND (V) GRANTING RELATED RELIEF

The cause came before the Court upon the motion ("Motion")[1] of the above-captioned Debtors ("Debtors") for entry of an order pursuant to Sections 105(a) and 363(c)(1) of the

[1] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

Bankruptcy Code, that authorizes (i) the continued maintenance of the Debtors' existing bank accounts; (ii) the continued use of the Debtors' existing cash management system; and (iii) the continued use of existing business forms (ECF No. 40), and upon the Declaration in Support of First Day Pleadings ("Declaration")(ECF No. 47), the Court finds that (i) it has jurisdiction over the matters raised in the motion pursuant to 28 U.S.C. §§ 157 and 1334(b); (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Motion is in the best interest of the Debtors, their estates and their creditors; (iv) proper and adequate notice of the Motion and the hearing thereon has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The Court shall conduct a final hearing (the "Final Hearing") on the Motion on **Wednesday, June 24, 2020 at 1:30 p.m. prevailing Eastern Time**, at the United States Bankruptcy Court for the Southern District of Florida, 301 N. Miami Ave., Courtroom 8, Miami, Florida 33128. Pending further developments, the Final Hearing shall take place remotely, and any party wishing to participate shall provide notice to **Noemi_Sanabria@flsb.uscourts.gov** via electronic mail no later than **4:00 p.m. prevailing Eastern Time on May 29, 2020**.

3. The Debtors are authorized to continue to use their existing cash management system including, without limitation, the continued use of the existing bank accounts with the same names and account numbers as existed immediately prior to the Chapter 11 cases (collectively, "Bank Accounts") and the continued use of Bank Accounts that are maintained by the Debtors; provided, however, that the Debtors may close certain of such Bank Accounts and open new

accounts as may be necessary, in the Debtors' business judgment, to facilitate their Chapter 11 cases.

4. The Debtors are authorized to deposit funds in and withdraw funds from the Bank Accounts by all usual means, including, but not limited to, checks, wire transfers, electronic funds transfers and other debits, and to otherwise treat the pre-petition Bank Accounts for all purposes as debtor-in-possession accounts.

5. Any requirements to establish separate accounts for cash collateral and/or tax payments are waived.

6. BBVA USA ("BBVA"), which maintains all of the Bank Accounts, is authorized to continue to service and administer the Bank Accounts as depository accounts of the Debtors as debtors-in-possession, without interruption and in the usual and ordinary course of business, and to receive, process, honor and pay, in accordance with this Order, all checks, drafts, wires or ACH transactions drawn on the Bank Accounts.

7. BBVA is authorized to accept and rely upon, without further inquiry, all representations from the Debtors as to (i) which checks, drafts, wires or ACH transactions are dated prior to, on or after the Petition Date; and (ii) which payment items are to be dishonored. Debtors shall promptly provide a list of checks to BBVA, specifying by check sequencing number, dollar amount and payee information, those checks that are to be dishonored by BBVA, if any.

8. BBVA shall not incur, and is hereby released from, any liability for (i) relying upon Debtors' instructions as to which checks, drafts, wires or ACH transactions should be honored or dishonored; or (ii) honoring any check, draft, wire or ACH transaction prior to the date of this Order or inadvertently at variance from Debtors' instructions.

9. Any final payment made by BBVA prior to the Petition Dates (including any ACH transfer that it is, or becomes, obligated to settle) against any of the Bank Accounts shall be deemed to be paid pre-petition, whether or not actually debited from the Bank Accounts pre-petition.

10. Debtors and BBVA are hereby authorized to continue to perform pursuant to the terms of any pre-petition agreements that exist between them relating to the Bank Accounts, and each shall continue to enjoy the rights, benefits, liens, offset rights, privileges and remedies afforded them under such agreements. BBVA shall be authorized to exercise rights of offset with respect to any indebtedness or obligations owed by Debtors to BBVA that arise out of or relates to Debtors' treasury management services, regardless of whether such indebtedness or obligation was incurred or arose prior to or after the Petition Dates, including, without limitation, (i) all service charges, fees and expenses related to the maintenance or administration of the Bank Accounts or the processing of any ACH transaction or wire transfer; (ii) all overdrafts and indebtedness arising from checks or any other payment item that is deposited in or credited to the accounts and returned or otherwise not collected for any reason; (iii) any adjustments or corrections of any posting or encoding errors; and (iv) all amounts payable or reimbursable in respect of ACH transactions, wire transfers or other treasury management transactions.

11. BBVA shall not be required to become party to a Uniform Depository Agreement with the U.S. Trustee, and the otherwise applicable requirements of section 345(b) of the Bankruptcy Code and the related U.S. Trustee Guidelines are hereby waived.

12. The Debtors are authorized to continue to use their existing forms relating to the Bank Accounts, including, without limitation, checks, which forms shall not be required to include the legend "debtor-in-possession" or other similar legend provided. Any new forms ordered by the Debtors after the Petition Dates shall include the "debtor-in-possession" legend.

13. Except as otherwise expressly provided in this Order, all banks at which the Bank Accounts are maintained (here, BBVA) are authorized to continue to maintain, service and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession, without interruption and in the ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers and automated clearing house transfers issued or drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, to the extent funds are available in the Bank Accounts upon which such checks, drafts or wire transfers are drawn and, with respect to automated clearing house transfers, only to the extent such transfers are pre-funded.

14. Nothing in this Order shall in any way alter or impair the rights and remedies of BBVA as a non-debtor party to account agreements in effect with respect to the Bank Accounts, including, without limitation, its ability to (i) close any of the Bank Accounts pursuant to the terms of such agreements upon at least 30 days prior written notice to the Debtors of any such proposed closure; or (ii) immediately terminate or modify certain banking services associated with the Bank Accounts.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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Copies to:

Attorney Jeffrey P. Bast, who shall serve interested parties and file a certificate of service reflecting same.