

**Fill in this information to identify the case:**

Debtor 1	CB Theater Experience LLC
Debtor 2	(Spouse, if filing)
United States Bankruptcy Court	<b>Southern District of Florida</b>
Case number:	<b>20-14699</b>

FILED  
 U.S. Bankruptcy Court  
 Southern District of Florida  
 7/2/2020  
 Joseph Falzone, Clerk

**Official Form 410  
 Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	BBVA Bancomer, S.A., _____ Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	BBVA Bancomer, S.A., _____ Name	_____ Name
	Institucion De Banca Mltiple, Grupo Financiero Bbva Bancomer Paseo De La Reforma 510, Piso 16 Col. Jurez Cuauhtmoc	
	Contact phone <u>+521 5991 255416</u>	Contact phone _____
	Contact email <u>monitoring_group.mx@bbva.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<p><b>6. Do you have any number you use to identify the debtor?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p>
<p><b>7. How much is the claim?</b></p>	<p>\$ 159113879.40</p> <p><b>Does this amount include interest or other charges?</b>  <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p><b>8. What is the basis of the claim?</b></p>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).                  Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p style="text-align: center;">See attachment</p>
<p><b>9. Is all or part of the claim secured?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p><b>Nature of property:</b>  <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____</p> <p><b>Basis for perfection:</b> _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p><b>Value of property:</b> \$ _____</p> <p><b>Amount of the claim that is secured:</b> \$ _____</p> <p><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</p> <p><b>Annual Interest Rate</b> (when case was filed) _____ %</p> <p><input type="checkbox"/> Fixed  <input type="checkbox"/> Variable</p>
<p><b>10. Is this claim based on a lease?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____</p>
<p><b>11. Is this claim subject to a right of setoff?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Identify the property: _____</p>

<p><b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b></p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. <i>Check all that apply.</i></p>	<p><b>Amount entitled to priority</b></p>
	<p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>		

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.**

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 7/2/2020  
 MM / DD / YYYY

/s/ Roberto Toledo Laguardia and Juan German Voss

Signature

Print the name of the person who is completing and signing this claim:

Name Roberto Toledo Laguardia and Juan German Voss

First name Middle name Last name

Title Legal Representative

Company BBVA Bancomer S.A., Institucion de Banca Mltiple

Identify the corporate servicer as the company if the authorized agent is a servicer

Address Avenida Paseo de la Reforma 510 piso 16

Number Street

Col. Juarez, Mexico, 06600

City State ZIP Code

Contact phone +521 5991 255416 Email monitoring\_group.mx@bbva.com

**ATTACHMENT**

**I. Introduction**

1. BBVA Bancomer S.A., Institución De Banca Múltiple, Grupo Financiero BBVA Bancomer (“**BBVA**”) is the administrative agent (in such capacity, the “**Administrative Agent**”) under that certain Credit Agreement, dated as of March 20, 2018 (as has been or may be amended, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”),<sup>1</sup> by and among Grupo Cinemex, S.A. de C.V., a company organized and existing under the laws of Mexico (“**Holdings**”), Operadora de Cinemas, S.A. de C.V., a company organized and existing under the laws of Mexico (together with Holdings, the “**Mexican Borrowers**”), and Cinemex Holdings USA, Inc., a company organized and existing under the laws of Delaware (“**Cinemex Holdings**” or the “**U.S. Borrower**” and, together with the Mexican Borrowers, collectively, the “**Borrowers**” and each a “**Borrower**”), CB Theater Experience LLC, a company organized and existing under the laws of Delaware (the “**Guarantor**” and, together with the Borrowers, collectively the “**Loan Parties**”), the Administrative Agent, BBVA Securities, Inc. and HSBC México, Institución de Banca Múltiple, Grupo Financiero HSBC, each as a joint lead arranger, and the other banks and financial institutions party thereto as lenders (the “**Lenders**”)

2. On April 25, 2020 and April 26, 2020 (the “**Petition Date[s]**”), Cinemex USA Real Estate Holdings, Inc., a company organized and existing under the laws of Delaware and subsidiary of the U.S. Borrower, the U.S. Borrower, and the Guarantor (collectively, the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Florida (the “**Bankruptcy Court**”). The Debtors’ chapter 11 (the “**Cases**”) are being jointly administered pursuant to the *Order Granting Debtors’ Ex Parte Motion for an Order Granting Debtors’ Ex Parte Motion for Joint Administration* entered on April 28, 2020 [Docket No. 9].

3. On April 29, 2020, the Debtors filed the *Notice of Meeting of Creditors* [Docket No. 7] (the “**Bar Date Notice**”), which set July 6, 2020 as the general deadline to file proofs of claim against the Debtors. Pursuant to Section 9.09 of the Credit Agreement, the Administrative Agent is

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. In the event of an inconsistency between the terms of the Credit Agreement and any summary set forth herein, the terms of the Credit Agreement shall control.

authorized and entitled, in its sole discretion, but not required, to file a master proof of claim (this **“Master Proof of Claim”**) on behalf of itself and the Lenders for any claims of the applicable Lenders arising from the applicable Loan Documents.<sup>2</sup>

## II. The Claims

4. In accordance with the Bar Date Notice, the Administrative Agent, for itself and on behalf of each of the other Lenders, hereby asserts all “claims” (as such term is defined in Section 101(5) of the Bankruptcy Code) that the Administrative Agent and the Lenders (collectively, the **“Banks”** and each a **“Bank”**) have against the U.S. Borrower and the Guarantor (together with the U.S. Borrower, the **“Debtor Loan Parties”**) arising out of or relating to the Loan Documents (collectively, the **“Claims”**). The commencement of the Cases constitutes an Event of Default under Section 8.01(g)(iii) of the Credit Agreement, and pursuant to Section 8.02 of the Credit Agreement, the occurrence of such Event of Default triggered automatic acceleration of the Debt under the Credit Agreement. Pursuant to Section 2.6(c) of the Credit Agreement, the Borrowers are jointly and severally liable for the Obligations arising out of the Credit Agreement and under any other Loan Document. Pursuant to Section 10.01(a) of the Credit Agreement, the Guarantor jointly and severally, unconditionally and irrevocably guaranteed the full and punctual payment and performance (whether at stated maturity, upon acceleration or otherwise) of all Obligations.

5. Consequently, as of the Petition Date, the Debtor Loan Parties were indebted and liable to the Banks for, among other things, the following obligations under the Credit Agreement and the other Loan Documents:

(A) Pursuant to and subject to the terms and conditions of the Loan Documents, the Banks provided the Borrowers with (i) a term loan facility in an aggregate principal amount of up to MXN\$4,050,000,000, (ii) a term loan facility in an aggregate principal amount of up to US\$75,000,000, and (iii) a delayed draw term loan facility in an aggregate principal amount of up to MXN\$640,000,000. As of the Petition Date, the Debtor Loan Parties were justly and lawfully indebted and liable to the Banks, without defense, counterclaim or offset of any kind,

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<sup>2</sup> Under the Credit Agreement, the term **“Loan Documents”** means collectively, the Credit Agreement, including schedules and exhibits thereto, the Notes, the Fee Letter, the Administrative Agent Fee Letter and any other document, instrument or agreement entered into in connection herewith by the Borrower or any Loan Party with or in favor of the Administrative Agent and/or the Lenders from time to time and designated by the Borrower and the Administrative Agent as a “Loan Document.”

in an aggregate principal amount of not less than US\$158,364,890.72<sup>3</sup> outstanding under the Loans the Banks extended to the Borrowers under such facilities, plus (i) US\$748,988.68 in accrued and unpaid interest as of the Petition Date, (ii) accrued and unpaid interest from and after the Petition Date, including interest on principal and any overdue installments of interest, at the rate(s) of interest specified in the Credit Agreement, and (iii) all fees, costs and expenses (including any attorneys', financial advisors', and other professionals' fees and expenses) that are chargeable or reimbursable under the Loan Documents.

(B) Under the Credit Agreement, the Borrowers agreed to pay interest in respect of the unpaid principal amount of each Loan at rates provided in and determined under the Credit Agreement. Section 2.07(a) of the Credit Agreement sets forth the contractual non-default rates under the Credit Agreement and generally requires the payment of interest on Loans that are Base Rate Loans at the Base Rate plus the Applicable Margin in effect from time to time and on Loans that are Peso Loans at the TIIE plus the Applicable Margin in effect from time to time, payable in Pesos. Upon the occurrence and during the continuance of an Event of Default, following the request of the Administrative Agent, Section 2.07(b) of the Credit Agreement generally requires the Borrowers to pay default interest at a rate per annum equal to 2% above the applicable contractual non-default rate on overdue principal and a rate per annum equal to 2% above the Base Rate plus the Applicable Margin on interest, fees or other amounts. The Claims include claims for all prepetition and postpetition interest due and owing pursuant to the Credit Agreement.

(C) Under Section 2.08 the Credit Agreement, the Borrowers agreed to pay various fees, including without limitation, (i) to the Administrative Agent for distribution to each Lender with a Commitment, a Commitment Fee on the unutilized Commitment of such Lender; and (ii) to the Administrative Agent, such fees as may be agreed to in writing from time to time by the Borrowers and the Administrative Agent (collectively, the "**Fees**"). The Claims include claims for all prepetition and postpetition Fees due and owing pursuant to the Credit Agreement.

(D) Under Section 11.03(a) of the Credit Agreement and as specified in greater detail therein, the Borrowers are required to pay: (i) all reasonable and documented out-of-

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<sup>3</sup> Total principal amount is comprised of MXN\$2,814,000,000.00 and US\$45,000,000.00.

pocket expenses incurred by the Administrative Agent, the joint lead arrangers and their respective affiliates in connection with the syndication of the Loans, the preparation, negotiation, execution, delivery and administration of the Credit Agreement and the other Loan Documents, or any amendments, modifications or waivers of the provisions thereof, and (ii) all documented and out-of-pocket expenses incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of its rights or any enforcement or collection proceedings in connection with the Credit Agreement and the other Loan Documents, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans. Further, under Section 11.03(b) of the Credit Agreement, the Borrowers agreed to indemnify the Administrative Agent and each Lender against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related documented expenses arising out of, in connection with, or as a result of the matters specified in Section 11.03(b) of the Credit Agreement (the “**Indemnification Obligations**”). The Claims include claims for all prepetition and postpetition costs and expenses due and owing pursuant to section 11.03 of the Credit Agreement and any contingent and unliquidated claims on account of the Indemnification Obligations.

6. Pursuant to Section 2.06(b) of the Credit Agreement, the Borrowers’ obligations under the Credit Agreement and the other Loan Documents are general unsecured obligations of the Borrowers, and the recourse of the Lenders and the Administrative Agent in respect thereof is not limited to any particular Property of any Borrower. The Banks may, however, be secured by rights of setoff pursuant to section 506(a)(1) of the Bankruptcy Code.

**III. General**

7. No judgment has been rendered on the Claims.

8. The Claims are not subject to setoff, counterclaim or any other defense of or by the Debtors.

9. The filing of this Master Proof of Claim does not constitute: (i) a waiver of any of the Banks’ rights and remedies against any Debtor or any other person or entity, including, but not limited to, other persons or entities, who may be liable for all or part of the claims set forth herein, whether an affiliate of any Debtor, an assignee, a guarantor or otherwise; (ii) a waiver of any obligation owed to

any of the Banks, or any right to any security that may be determined to be held by them or for their benefit; (iii) a waiver of any past, present or future defaults (or events of default) by any Debtor or others in connection with the documents giving rise to this Master Proof of Claim; (iv) an election of remedies (including, but not limited to, an election of remedies that waives or otherwise affects any other remedies); (v) consent by any Banks to the jurisdiction of the Bankruptcy Court with respect to any proceeding commenced against or otherwise involving any Bank; (vi) consent by any Bank to the treatment of any non-core claim against it as a core claim; (vii) a waiver of the right to move to withdraw the reference with respect to the claims asserted herein or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced against or otherwise involving any Bank; (viii) a waiver of any right to the subordination, in favor of any Bank, of indebtedness or liens held by other creditors of any Debtor; (ix) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is, or becomes, available; (x) consent by any Bank to a jury trial, or waiver of any Lender's right to a trial by jury, in each case, in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, whether or not the same be designated legal, public, or private rights, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U. S. C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (xi) a consent by any Bank to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. §157(e) or otherwise; (xii) a waiver of any Bank's right to have final orders in matters for which the Bankruptcy Court is not constitutionally authorized to enter final orders, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. §157(b)(2), entered only after de novo review by a District Court judge or, if applicable, any applicable federal appellate court; (xiii) an admission by any Bank that any property held by any Debtor constitutes property of any Debtor's estates; or (xiv) a waiver or limitation of any procedural or substantive rights, or any procedural or substantive defenses, to any claim that may be asserted against any Bank. In addition, the Administrative Agent reserves the right to withdraw this Master Proof of Claim with respect to any or all of the claims and with respect to any Debtor, for any reason whatsoever. The Banks do not waive any of their respective rights to the claims set forth herein by not ascribing a specific dollar amount thereto at this time. The



Administrative Agent, for itself and the benefit of each Lender: (a) expressly reserves and does not waive any right or remedy, at law or in equity, of any Lender, including, without limitation, any and all rights of setoff, recoupment or counterclaim, howsoever arising, any right to any security held by or for it or them pursuant to the documents giving rise to this Master Proof of Claim, or any right to claim an interest in specific assets or any other rights or causes of action that any Lender has, or may have, against any of the Debtors, or any other persons or entities, and expressly reserves all such rights; (b) reserves the right to file additional proofs of claim and to further amend, modify or supplement this Master Proof of Claim in any respect, including without limitation by (1) asserting claims arising from, or relating to, the avoidance of transfers made to or for the benefit of any Lender or any other entity, (2) further amending, quantifying or correcting the dollar amount of any part of the claims set forth herein, including to specify the amount of the Banks' contingent, unmatured and unliquidated claims as they become non-contingent, matured and liquidated, (3) adding or including any other debtor entity or any other entity, including but not limited to any entity that may become a debtor or debtor in possession in these Cases, (4) providing additional detail regarding the claims referenced herein, and (5) adding or amending categories of payments or liabilities; and (c) reserves the right to assert that all or any part of the claims set forth herein are administrative expenses entitled to priority under sections 507(a)(2) and 507(b) of the Bankruptcy Code, including, but not limited to, costs and expenses (including attorneys' fees and disbursements) incurred by any Bank that remain unpaid. This Master Proof of Claim is filed without prejudice to the filing by any Bank, any of their respective affiliates or any other entity of additional proofs of claim with respect to any liability or indebtedness of any Debtor.

10. All notices and communications with respect to this Master Proof of Claim should be sent to:

María Concepción Zúñiga Velasco  
BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA  
Bancomer.  
Avenida Paseo de la Reforma 510 piso 16  
Col. Juárez 06600, Ciudad de México  
Telephone: +52 55 5201 2063  
monitoring\_group.mx@bbva.com

with copies to:

Denise Grant, Esq.  
Ned S. Schodek, Esq.  
Shearman & Sterling LLP  
599 Lexington Avenue

New York, NY 10022  
Telephone: 212.848.4000  
dgrant@shearman.com  
ned.schodek@shearman.com

Unless otherwise stated herein, all payments with respect to this Master Proof of Claim should be made in accordance with the Credit Agreement.