

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

In re:

ALAMO DRAFTHOUSE CINEMAS
HOLDINGS, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10474 (MFW)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER APPOINTING
EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT
EFFECTIVE AS OF THE PETITION DATE**

Alamo Draffhouse Cinemas Holdings, LLC and its above-captioned affiliated debtors and debtors in possession (collectively, the “**Debtors**”), hereby submit this application (this “**Application**”) for entry of an order, substantially in the form attached hereto as **Exhibit C** (the “**Proposed Order**”), pursuant to 28 U.S.C. § 156(c), section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), appointing Epiq Corporate Restructuring, LLC (“**Epiq**”) as claims and noticing agent (“**Claims**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Alamo Draffhouse Cinemas Holdings, LLC (2205); Alamo Draffhouse Cinemas, LLC (5717); Alamo Vineland, LLC (1626); Alamo League Investments GP, LLC (1811); Alamo League Investments, Ltd. (7227); Alamo South Lamar GP, LLC (3632); Alamo South Lamar, LP (4563); Alamo Draffhouse Raleigh, LLC (5979); Alamo DH Anderson Lane, LLC (3642); Alamo Yonkers, LLC (4971); Alamo Mission, LLC (2284); Alamo Ritz, LLC (9465); Alamo Mueller, LLC (1221); Mondo Tees, LLC (6900); Alamo City Foundry, LLC (6092); Alamo Mainstreet, LLC (2052); Alamo City Point, LLC (3691); Alamo Liberty, LLC (5755); Alamo Satown, LLC (6197); Alamo Marketplace, LLC (7041); Alamo Stone Oak, LLC (8398); Alamo Westlakes, LLC (4931); Alamo Park North, LLC (1252); Alamo North SA, LLC (6623); Alamo Avenue B, LLC (8950); Alamo Slaughter Lane GP, LLC (6968); Alamo Slaughter Lane, Ltd. (5341); Alamo Cinema Group I GP, LLC (9537); Alamo Cinema Group I, LP (9656); Alamo Westminster, LLC (8906); Alamo Staten Island, LLC (7781); Alamo Aspen Grove, LLC (7786); Alamo Lakeline, LLC (5294); Alamo Sloans, LLC (9343). The location of the Debtors’ service address is: 3908 Avenue B, Austin, Texas 78751.

and Noticing Agent”) in the Debtors’ chapter 11 cases effective as of the Petition Date (as defined below). In support of this Application, the Debtors rely upon and incorporate by reference the *Declaration of Matthew Vonderahe in Support of Chapter 11 Petitions and First Day Motions* (the **“First Day Declaration”**), which was filed with the Court concurrently herewith, and the declaration of Sophie Frodsham (the **“Frodsham Declaration”**), which is attached hereto as **Exhibit A**. In further support of this Application, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this **“Court”**) has 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. The Debtors confirm their consent, pursuant to Local Rule 9013-1(f), to the entry of a final order by this Court in connection with this Motion to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002(f), and Local Rule 2002-1(f).

BACKGROUND

4. As of the date hereof (the **“Petition Date”**), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the **“Chapter 11 Cases”**) with this Court. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party

has requested the appointment of a trustee or examiner in these Chapter 11 Cases, and no committees have been appointed or designated at this time.

5. Additional information about the Debtors' business and the events leading to the commencement of the Chapter 11 Cases can be found in the First Day Declaration, which is incorporated herein by reference.

RELIEF REQUESTED

6. The Debtors seek entry of the Proposed Order appointing Epiq as the Claims and Noticing Agent to assume full responsibility for, among other things, the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Cases.

7. By separate application, the Debtors will seek authorization to retain and employ Epiq as administrative advisor in the Chapter 11 Cases pursuant to section 327(a) of the Bankruptcy Code because the administration of the Chapter 11 Cases will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

BASIS FOR RELIEF

I. Epiq's Qualifications

8. Epiq is one of the country's leading chapter 11 administrators with vast experience in noticing and claims processing. Epiq has a proprietary claims management system in which claims are effectively managed for the Office of the Clerk of the Court (the "**Clerk**"). The Debtors have selected Epiq as the Claims and Noticing Agent because of Epiq's abilities and experience serving in such capacity in chapter 11 cases of this size, as well as the reasonableness of its fees. The terms of Epiq's retention are set forth in the engagement agreement attached hereto as **Exhibit B** (the "**Engagement Agreement**").

9. Epiq has provided claims and noticing services in numerous cases in this District, including, recently: *In re RTI Holding Company, LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020) [Docket No. 74]; *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020) [Docket No. 57]; *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020) [Docket No. 12]; *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020) [Docket No. 51]; *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020) [Docket No. 77]; *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020) [Docket No. 52]; *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020) [Docket No. 42]; *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020) [Docket No. 47]; *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020) [Docket No. 40]; *In re Fred's, Inc.*, Case No. 19-11984 (CSS) (Bankr. D. Del. Sept. 10, 2019) [Docket No. 54]; *In re Triangle USA Petroleum Corporation*, Case No. 19-11025 (MFW) (Bankr. D. Del. May 9, 2019) [Docket No. 24]; *In re F+W Media, Inc., et al.*, Case No. 19-10479 (KG) (Bankr. D. Del. Mar. 12, 2019) [Docket No. 31]; *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Mar. 20, 2018) [Docket No. 70]; *In re HCR ManorCare, Inc.*, Case No. 18-10467 (KG) (Bankr. D. Del. Mar. 6, 2018) [Docket No. 44]; *In re Herald Media Holdings, Inc.*, Case No. 17-12881 (LSS) (Bankr. D. Del. Dec. 13, 2017) [Docket No. 39]; *In re Maurice Sporting Goods, Inc.*, Case No. 17-12481 (CSS) (Bankr. D. Del. Nov. 21, 2017) [Docket No. 25].

10. The Debtors have estimated that there are in excess of 200 creditors in the Chapter 11 Cases, many of which are expected to file proofs of claim. The receiving, docketing, and maintaining of proofs of claim would thus be unduly time consuming and burdensome for the

Clerk. By appointing Epiq as the Claims and Noticing Agent in the Chapter 11 Cases, the distribution of notices and the processing of claims will be expedited, and the Clerk will be relieved of the administrative burden of processing claims.

II. Services to Be Provided

11. This Application pertains only to the work to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be performed by Epiq outside of this scope is not covered by this Application or the Proposed Order. Specifically, Epiq will perform the following tasks in its role as the Claims and Noticing Agent (collectively, the "**Claims and Noticing Services**"), as well as all quality control relating thereto:

- (a) Prepare and serve required notices and documents in the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors or the Court, including, if applicable in the Chapter 11 Cases, (i) notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a sale of the Debtors' assets or a disclosure statement and confirmation of the Debtors' chapter 11 plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Cases;
- (b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, the "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party in interest or the Clerk;
- (d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify these potential creditors of the existence,

amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service, which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Maintain an electronic platform for purposes of filing a proof of claim;
- (h) Process all proofs of claim received, including those received by the Clerk, check the processing for accuracy, and maintain the original proofs of claim in a secure area;
- (i) Maintain the official claims register for the Debtors (the “**Claims Register**”) on behalf of the Clerk, and upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register, and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, or priority), and (vi) any disposition of the claim;
- (j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to the offices of Epiq, not less than weekly;
- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);

- (o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding the Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website or call center;
- (r) If the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk within three (3) days of notice to Epiq of entry of the order converting the cases;
- (s) Thirty (30) days prior to the close of the Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the Chapter 11 Cases;
- (t) Within seven (7) days of notice to Epiq of entry of an order closing the Chapter 11 Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Chapter 11 Cases; and
- (u) At the close of the Chapter 11 Cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (a) the Federal Archives Record Administration, located at 14700 Townsend Road, Philadelphia, PA 19154-1096 or (b) any other location requested by the Clerk; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

12. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

III. Professional Compensation

13. The Debtors respectfully request that the fees and expenses incurred by Epiq in the performance of the above services be treated as administrative expenses of the Debtors' estates

pursuant to section 503(b)(1)(A) of the Bankruptcy Code, and be paid in the ordinary course of business without further application to, or order of, the Court.

14. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”), proposed counsel for the Debtors, and counsel for any official committee appointed in the Chapter 11 Cases (a “**Committee**”), monitoring the expenses of the Debtors.

15. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

16. Prior to the Petition Date, Epiq received a retainer in the amount of \$25,000 (the “**Retainer**”) that may be held by Epiq as security for the Debtors’ payment obligations under the Engagement Agreement. Epiq seeks to first apply the retainer against all prepetition invoices, which retainer shall be replenished to the original retainer amount, and, thereafter, may hold the Retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

17. As part of the overall compensation payable to Epiq under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq’s gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Order. The Debtors believe that such an

indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases.

IV. Disinterestedness

18. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this application (such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Frodsham Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

19. Moreover, in connection with its retention as the Claims and Noticing Agent, Epiq represents in the Frodsham Declaration, among other things, that:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
- (c) By accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- (f) Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;

- (h) Epiq shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as the Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk.

Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

V. Compliance with Claims Agent Protocol

20. The Debtors submit that their selection of Epiq to act as the Claims and Noticing Agent has satisfied the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted on February 1, 2012 (the "**Claims Agent Protocol**"), in that the Debtors have obtained, reviewed, and competitively compared engagement proposals from four Court-approved claims and noticing agents, including Epiq, to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given Epiq's quality of services and expertise. The terms of Epiq's retention are set forth in the Engagement Agreement; *provided, however*, that Epiq is seeking approval solely of the terms and provisions of the Engagement Agreement as set forth in this Application and the Proposed Order. To the extent that there is any inconsistency between this Application, the Proposed Order, and the Engagement Agreement, the Proposed Order shall govern.

NOTICE

21. Notice of this Application will be provided to: (a) the U.S. Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (c) the Office of the United States Attorney General for the District of Delaware; (d) the Internal Revenue

Service; (e) the Securities and Exchange Commission; (f) the Small Business Administration; (g) counsel to the Postpetition Lenders; and (h) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. Notice of this Application and any order entered hereon will be served in accordance with Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court enter the order substantially in the form annexed hereto as **Exhibit A**, granting the relief requested herein and such further relief as may be just and proper under the circumstances.

Dated: March 3, 2021

Alamo Drafthouse Cinemas Holdings, LLC, *et al.*

/s/ Matthew Vonderahe
Matthew Vonderahe
Chief Financial Officer

EXHIBIT A

Frodsham Declaration

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

In re:

ALAMO DRAFTHOUSE CINEMAS
HOLDINGS, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10474 (MFW)

(Joint Administration Requested)

**DECLARATION OF SOPHIE FRODSHAM IN SUPPORT OF THE APPLICATION OF
THE DEBTORS FOR ENTRY OF AN ORDER APPOINTING EPIQ CORPORATE
RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT EFFECTIVE
AS OF THE PETITION DATE**

I, Sophie Frodsham, under penalty of perjury, declare as follows:

1. I am a Senior Consultant at Epiq Corporate Restructuring, LLC (“**Epiq**”), with offices located at 777 Third Avenue, New York, NY 10017. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the *Application of the Debtors for Entry of an Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of the Petition Date*, which was filed contemporaneously herewith (the “**Application**”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Alamo Drafthouse Cinemas Holdings, LLC (2205); Alamo Drafthouse Cinemas, LLC (5717); Alamo Vineland, LLC (1626); Alamo League Investments GP, LLC (1811); Alamo League Investments, Ltd. (7227); Alamo South Lamar GP, LLC (3632); Alamo South Lamar, LP (4563); Alamo Drafthouse Raleigh, LLC (5979); Alamo DH Anderson Lane, LLC (3642); Alamo Yonkers, LLC (4971); Alamo Mission, LLC (2284); Alamo Ritz, LLC (9465); Alamo Mueller, LLC (1221); Mondo Tees, LLC (6900); Alamo City Foundry, LLC (6092); Alamo Mainstreet, LLC (2052); Alamo City Point, LLC (3691); Alamo Liberty, LLC (5755); Alamo Satown, LLC (6197); Alamo Marketplace, LLC (7041); Alamo Stone Oak, LLC (8398); Alamo Westlakes, LLC (4931); Alamo Park North, LLC (1252); Alamo North SA, LLC (6623); Alamo Avenue B, LLC (8950); Alamo Slaughter Lane GP, LLC (6968); Alamo Slaughter Lane, Ltd. (5341); Alamo Cinema Group I GP, LLC (9537); Alamo Cinema Group I, LP (9656); Alamo Westminster, LLC (8906); Alamo Staten Island, LLC (7781); Alamo Aspen Grove, LLC (7786); Alamo Lakeline, LLC (5294); Alamo Sloans, LLC (9343). The location of the Debtors’ service address is: 3908 Avenue B, Austin, Texas 78751.

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Clerk, the noticing and claims related services specified in the Application and the Engagement Agreement. In addition, at the Debtors' request, Epiq will perform such other claims and noticing services specified in the Application. In performing such services, Epiq will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as **Exhibit B** to the Application.

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these chapter 11 cases according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month, which shall include a detailed listing of services and expenses. Prior to the Petition Date, Epiq received a retainer in the amount of \$25,000 (the "**Retainer**") that may be held by Epiq as security for the Debtors' payment obligations under the Engagement Agreement. Epiq seeks to first apply the retainer against all prepetition invoices, which retainer shall be replenished to the original retainer amount, and, thereafter, may hold the Retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

5. Epiq is one of the country's leading chapter 11 administrators with expertise in claims processing and noticing services. Epiq has a proprietary claims management system in which claims are effectively managed for the Clerk. Accordingly, I believe that Epiq is well qualified to provide experienced claims and noticing services in connection with the Chapter 11 Cases. Epiq serves or has served as the claims and noticing agent in numerous cases in this jurisdiction, including, recently, the following: *In re RTI Holding Company, LLC*, Case No. 20-

12456 (JTD) (Bankr. D. Del. Oct 7, 2020) [Docket No. 74]; *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020) [Docket No. 57]; *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020) [Docket No. 12]; *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020) [Docket No. 51]; *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020) [Docket No. 77]; *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020) [Docket No. 52]; *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020) [Docket No. 42]; *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020) [Docket No. 47]; *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020) [Docket No. 40]; *In re Fred's, Inc.*, Case No. 19-11984 (CSS) (Bankr. D. Del. Sept. 10, 2019) [Docket No. 54]; *In re Triangle USA Petroleum Corporation*, Case No. 19-11025 (MFW) (Bankr. D. Del. May 9, 2019) [Docket No. 24]; *In re F+W Media, Inc., et al.*, Case No. 19-10479 (KG) (Bankr. D. Del. Mar. 12, 2019) [Docket No. 31]; *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Mar. 20, 2018) [Docket No. 70]; *In re HCR ManorCare, Inc.*, Case No. 18-10467 (KG) (Bankr. D. Del. Mar. 6, 2018) [Docket No. 44]; *In re Herald Media Holdings, Inc.*, Case No. 17-12881 (LSS) (Bankr. D. Del. Dec. 13, 2017) [Docket No. 39]; *In re Maurice Sporting Goods, Inc.*, Case No. 17-12481 (CSS) (Bankr. D. Del. Nov. 21, 2017) [Docket No. 25].

6. Epiq represents, among other things, the following:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
- (c) By accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;

- (d) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as the Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk.

7. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the “**Potential Parties in Interest**”) in the Chapter 11 Cases. The list of Potential Parties in Interest is attached hereto as **Schedule I**, and was provided by the Debtors and includes, among other parties, the Debtors, non-debtor affiliates, current and former directors and officers of the Debtors, secured creditors, the Debtors’ largest unsecured creditors, and other parties. The results of the conflict check were compiled and reviewed by employees of Epiq, under my supervision. To the extent that Epiq’s conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq, these parties have been identified on a list annexed hereto as Schedule II (the “**Client Match List**”). At this time, Epiq is not aware of any relationship which would present a disqualifying conflict of interest. In addition,

to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware, or are equity security holders of the Debtors. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any adverse connection to the Debtors, their creditors, or other relevant parties. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

8. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is a corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

9. Epiq Systems, Inc. is a wholly owned subsidiary of Document Technologies, LLC ("**DTI**"), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. ("**DTI Topco**"). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation ("**OAC**"), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. ("**OPE**", which together with OAC are referred to as "**OMERS**"), and funds managed by Harvest Partners, LP, ("**Harvest**") a leading private equity investment firm.

10. Neither DTI, DTI Topco, OMERS nor Harvest is currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

11. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“**Parent Board Designees**”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “**Barrier**”): (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS, or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS, and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

12. Epiq has searched the names of DTI, DTI Topco, OMERS, and Harvest against the Debtors and the Potential Parties in Interest list provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no material connections that require disclosure. Because of any applicable securities laws and the fact that

Epiq operates independently from DTI, DTI Topco, OMERS, and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either DTI, DTI Topco, OMERS, or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the potential parties in interest.

13. Epiq has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships are completely unrelated to these chapter 11 cases. Epiq has represented, and will continue to represent, clients in matters unrelated to these chapter 11 cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to these chapter 11 cases.

14. Accordingly, to the best of my knowledge, information, and belief, Epiq and each of its employees are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtors’ estates related to any matter for which Epiq will be employed. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to file promptly a supplemental declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Executed on March 3, 2021
Portland, Oregon

/s/ Sophie Frodsham

Sophie Frodsham

Senior Consultant

Epiq Corporate Restructuring, LLC

SCHEDULE I

Potential Parties in Interest

ALAMO DRAFTHOUSE CINEMAS HOLDINGS, LLC

List of Potential Parties in Interest

Debtors

Alamo Drafthouse Cinemas Holdings, LLC
Alamo Drafthouse Cinemas, LLC
Alamo Vineland, LLC
Alamo League Investments GP, LLC
Alamo League Investments, Ltd.
Alamo South Lamar GP, LLC
Alamo South Lamar, LP
Alamo Drafthouse Raleigh, LLC
Alamo DH Anderson Lane, LLC
Alamo Yonkers, LLC
Alamo Mission, LLC
Alamo Ritz, LLC
Alamo Mueller, LLC
Mondo Tees, LLC
Alamo City Foundry, LLC
Alamo Mainstreet, LLC
Alamo City Point, LLC
Alamo Liberty, LLC
Alamo Satown, LLC
Alamo Marketplace, LLC
Alamo Stone Oak, LLC
Alamo Westlakes, LLC
Alamo Park North, LLC
Alamo North SA, LLC
Alamo Avenue B, LLC
Alamo Slaughter Lane GP, LLC
Alamo Slaughter Lane, Ltd.
Alamo Cinema Group I GP, LLC
Alamo Cinema Group I, LP
Alamo Westminster, LLC
Alamo Staten Island, LLC
Alamo Aspen Grove, LLC
Alamo Lakeline, LLC
Alamo Sloans, LLC

Former Names and Trade Names

Alamo Anderson Lane
Alamo Downtown, Inc.
Alamo Drafthouse Cinema
Alamo Drafthouse Lakeline
Alamo Drafthouse Mission, LLC
Alamo Drafthouse Mueller
Alamo Drafthouse New Mission
Alamo Drafthouse Slaughter Lane

Alamo Drafthouse South Lamar
Alamo Drafthouse The Ritz
Alamo Drafthouse Village
Alamo La Cantera, LLC
Fantastic Fest, LLC
House of Wax

Debtors' Board of Managers

Timothy League
David Kennedy
Kevin Mason
Randall Eason
K.C. Moylan
Michael Foreman

Stockholders Greater than 5%

Catalina Brothers, Ltd.
Major Kong Industries, Ltd.
ACP Alamo Holdings, Inc.

Debtors' Professionals

Young Conaway Stargatt & Taylor, LLP
Houlihan Lokey Capital, Inc.
Portage Point Partners
Epiq Corporate Restructuring, LLC

Banks/Lenders/UCC Lien

Parties/Administrative Agents

Texas Capital Bank, N.A.
CF ALMO UB LLC
CF ALMO UST LLC
ACP Alamo Finance, Inc.
Thunderbird Brothers LLC
League Holdings, LLC
Fortress Credit Corp.
Global Finance Group, Inc.
Sony Electronics Inc.
US Foods Inc.
SMBC Leasing and Finance, Inc.
US. Small Business Administration
Altamont Capital Management LLC
Bank of America, N.A.

Lenders' Professionals

Ropes & Gray, LLP
Proskauer Rose LLP
Grant Thornton LLP

Top 30 Creditors

30 West Pershing, LLC - EPR Properties
A to Z Media, Inc.
ACADIAREALTY
Albee Development LLC
Camatic Seating, Inc.
CF Austin Retail, LLC
City and County of Denver Treasury Division
DDR DB Stone Oak LP
Ellerson Development Corporation
FHF I Lamar Union LLC
Gerrity Retail Management LLC
Hobby Properties - Kerbby LLC
IronEdge Group
MEP Mainstreet Operations LLC
Moroch Partners, Inc.
Mueller Aldrich Street, LLC
NEON
New Braunfels Marketplace LP
Sloans Lake-FCA, LLC
Sony Electronics Inc
Stafford-Smith, Inc.
Summit Glory Property LLC
SVAP II Park North, LLC
UE Yonkers II LLC - Landlord
US Foods
Vista Entertainment Solutions USA Inc.
WEA-WSM
Westlakes 410 Investments LLC
Whitestone REIT
Workday Inc.

Benefit Providers

American Express
Elan Financial
Cigna
HSA Bank
Igoe
Securian Financial Group

Franchisees

BACH Holdings
Cojeaux
Entertainment Management
Nerangis Management
Paschich Holdings
Springboard Ventures
Triple Tap Ventures
Two Is One, One is None

Material Vendors and Contract Counterparties

Amplifier
AT&T
BENEKEITH
CawoodsProduce
Cigna
Cintas
CITY OF AUSTIN
DHLeCommerce
Ecolab
EffectiveSpend
FedEx
FOCUS FEATURES
GLAZERS
HighFood
IPFS Corporation
NEON
Oscar Cortez
Protection1
Travelers
TWINLIQUORS
United Artists
USFOODS
WEA-WSM

Landlords

Acadia
Alamo Avenue B, LLC
Aquila Commercial
Catellus
Cordish
Craddock Properties, L.L.C.
Day Cable Co.
DDR DB Stone Oak LP
EPR
FCA
FoPa Partners, LLC

Fosun
Hylan Plaza
Kerrby, LLC
MEP Mainstreet Operations, LLC
NREA-TRC 700 LLC
New Braunfels Marketplace, L.P.
O'Connor
Robert E. Higgs and Kay J. Higgs Family Trust
Sterling Organization
Urban Edge
Vineland Pointe Owner LLC
Whitestone REIT
Westlakes 410
Wiggins
Williams, Ltd.

Insurers/Broker/PFA

Charter Oak Fire Insurance Company
Columbia Casualty
Fireman's Fund Insurance Company
Independent Specialty Insurance
IPFS Corporation
Lloyd's of London
National Casualty Company
Marsh & McLennan Agency
Phoenix Insurance
Travelers Casualty and Surety Company
Travelers Indemnity Company of America
Travelers Lloyds Insurance Company
Wesco Insurance Company
Zurich American Insurance Company

Utilities

American Water & Energy Savers
Centerpoint Energy Inc.
CenturyLink
City of Austin
City of Raleigh Water
City of Westminster
Comcast
Comcast Business
Consolidated Edison Company of New York Inc.
Constellation New Energy, Inc.
CPS Energy
DDR DB Stone Oak LP (landlord)
Denver Water
Dominion Energy North Carolina
Duke Energy

Energy Management Systems
Evergy
FHF I Lamar Union LLC
GTT Communications Inc
Hosted Services
KC Water Services Department
Metropolitan Paper Recyclin
Mueller Aldrich Street LLC
National Grid
New Braunfels Utilities
Nuso, LLC
Pacific Gas & Electric Company
Plymouth Rock Energy, LLC
Republic Services
San Antonio Water System
San Francisco Water, Power and Sewer
Spire
Texas Gas Service
Time Warner Cable
UE Yonkers II LLC
Xcel Energy
XO Communication

Taxing Authorities

Albert Uresti
Arapahoe County Treasurer
Bexar County Tax Office
California Dept of Tax & Fee Administration
California Franchise Tax Board
City and County of Denver
City and County of Denver Treasury Division
City of Littleton
City of Raleigh Police Department
City Of Raleigh- Revenue Service
City of Yonkers
Colorado Department of Revenue
Commissioner of Taxation and Finance (NY)
Comptroller of Maryland
Comal County Tax Office
Delaware State Treasury
Department of Building and Housing (NY)
Department of Public Health (CA)
Department of Revenue Washington State
Florida Department of Revenue
Franchise Tax Board (CA)
Georgia Department of Revenue
Indiana Department of Revenue
Internal Revenue Service
Jackson County Collector
Jefferson County Treasurer

KCMO City Treasurer
 Michigan Department of Treasury
 Minnesota Department of Revenue
 Missouri Department of Revenue
 My Tax Illinois
 North Carolina ABC Commission
 North Carolina Department of Revenue
 NY State Dept of Taxation & Finance
 Ohio Department of Taxation
 Pennsylvania Department of Revenue
 Rhode Island Department of Revenue
 RMA Toll Processing
 San Francisco Police Department
 San Francisco Tax Collector
 South Dakota Department of Revenue
 State of Florida Department of Revenue
 State of New Jersey Department of Treasury
 State of Rhode Island Business Taxes
 Tennessee Department of Labor
 Tennessee Department of Revenue
 Texas Comptroller of Public Accounts
 Travis County Tax Office
 Travis County Tax-Assessor/Collector
 United States Treasury
 Virginia Tax
 Wake County Administration
 Williamson County Tax Assessor-Collector

Litigation Parties

Byron Smith
 FHF I Lamar Union, LLC
 Flamur Kallashi
 Gano Kallashi
 Henry Jacobson
 Jawaher Hozimah
 Kristina King
 Michelle Cordial
 Omroy Clarke
 Shaeeda Facey
 Vianna Prieto

Regulatory and Government Parties

Austin-Travis County Health
 Kansas City MO Health Department
 New York City Department of Health and
 Mental Hygiene
 OSHA - Missouri Kansas City Area Office
 OSHA - Missouri St Louis Area Office
 OSHA - New York Albany Area Office

OSHA - New York Buffalo Area Office
 OSHA - New York Long Island Area Office
 OSHA - New York Manhattan Area Office
 OSHA - New York Queens District Office
 OSHA - New York Syracuse Area Office
 OSHA - New York Tarrytown Area Office
 OSHA - North Carolina Raleigh Area Office
 OSHA - Ohio Cincinnati Area Office
 OSHA - Ohio Cleveland Area Office
 OSHA - Ohio Columbus Area Office
 OSHA - Ohio Toledo Area Office
 OSHA - Rhode Island Providence Area Office
 OSHA - South Dakota Sioux Falls Area Office
 OSHA - Tennessee Nashville Area Office
 OSHA - Texas Austin Area Office
 OSHA - Texas Corpus Christi Area Office
 OSHA - Texas Dallas Area Office
 OSHA - Texas El Paso Area Office
 OSHA - Texas Fort Worth Area Office
 OSHA - Texas Houston North Area Office
 OSHA - Texas Houston South Area Office
 OSHA - Texas Lubbock Area Office
 OSHA - Texas San Antonio Area Office
 Rhode Island Department Of Health
 Rhode Island Dept Of Labor & Training
 Rhode Island Secretary Of State
 Secretary Of State
 Securities & Exchange Commission
 South Dakota Department Of Health
 South Dakota Dept Of Labor & Regulation
 South Dakota Secretary Of State
 Tennessee Department Of Health
 Tennessee Dept Of Labor & Workforce
 Development
 Tennessee Secretary Of State
 Texas Comptroller Of Public Accounts
 Texas Department Of Labor
 Texas Dept Of State Health Services
 Texas Secretary Of State
 U.S. Department Of Labor
 U.S. Small Business Administration
 Westchester County Health Department

United States Bankruptcy Judges in the District of Delaware

John T. Dorsey
 Karen B. Owens
 Brendan L. Shannon
 Laurie Selber Silverstein

Christopher S. Sontchi
Mary F. Walrath

Office of the United States Trustee

Andrew Vara
Benjamin Hackman
Christine Green
David Buchbinder
David Villagrana
Denis Cooke
Diane Giordano
Dion Wynn
Edith A. Serrano
Hannah M. McCollum
Holly Dice
James R. O'Malley
Jane Leamy
Jeffrey Heck
Joseph McMahon
Juliet Sarkessian
Karen Starr
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Michael West
Nyanquoi Jones
Ramona Vinson
Richard L. Schepacarter
Rosa Sierra
Shakima L. Dortch
T. Patrick Tinker
Timothy J. Fox, Jr.

SCHEDULE II

Client Match List

Name	Relationship to Debtors
Acadia	Landlords
American Express	Benefit Providers
CenturyLink	Utilities
CENTURYLINK	Utilities
Charter Oak Fire Insurance Company	Insurers/Broker/PFA
Cigna	Benefit Providers
City of Austin	Material Vendors and Contract Counterparties; Utilities
COLORADO DEPARTMENT OF REVENUE	Taxing Authorities
Columbia Casualty	Insurers/Broker/PFA
Comcast	Utilities
Consolidated Edison Company of New York Inc.	Utilities
Denver Water	Utilities
Duke Energy	Utilities
FCA	Landlords
Fireman's Fund Insurance Company	Insurers/Broker/PFA
Fortress Credit Corp.	Banks/Lenders/UCC Lien Parties/Administrative Agents
Fosun	Landlords
Grant Thornton LLP	Lenders' Professionals
GTT Communications Inc	Utilities
Internal Revenue Service	Taxing Authorities
Lloyd's of London	Insurers/Broker/PFA
National Grid	Utilities
NEON	Top 30 Creditors
O'Connor	Landlords
OSHA - Missouri Kansas City Area Office	Regulatory and Government Parties
OSHA - Missouri St Louis Area Office	Regulatory and Government Parties
OSHA - New York Albany Area Office	Regulatory and Government Parties
OSHA - New York Buffalo Area Office	Regulatory and Government Parties
OSHA - New York Long Island Area Office	Regulatory and Government Parties
OSHA - New York Manhattan Area Office	Regulatory and Government Parties
OSHA - New York Queens District Office	Regulatory and Government Parties
OSHA - New York Syracuse Area Office	Regulatory and Government Parties
OSHA - New York Tarrytown Area Office	Regulatory and Government Parties
OSHA - North Carolina Raleigh Area Office	Regulatory and Government Parties
OSHA - Ohio Cincinnati Area Office	Regulatory and Government Parties
OSHA - Ohio Cleveland Area Office	Regulatory and Government Parties
OSHA - Ohio Columbus Area Office	Regulatory and Government Parties
OSHA - Ohio Toledo Area Office	Regulatory and Government Parties
OSHA - Rhode Island Providence Area Office	Regulatory and Government Parties
OSHA - South Dakota Sioux Falls Area Office	Regulatory and Government Parties
OSHA - Tennessee Nashville Area Office	Regulatory and Government Parties
OSHA - Texas Austin Area Office	Regulatory and Government Parties
OSHA - Texas Corpus Christi Area Office	Regulatory and Government Parties

OSHA - Texas Dallas Area Office	Regulatory and Government Parties
OSHA - Texas El Paso Area Office	Regulatory and Government Parties
OSHA - Texas Fort Worth Area Office	Regulatory and Government Parties
OSHA - Texas Houston North Area Office	Regulatory and Government Parties
OSHA - Texas Houston South Area Office	Regulatory and Government Parties
OSHA - Texas Lubbock Area Office	Regulatory and Government Parties
OSHA - Texas San Antonio Area Office	Regulatory and Government Parties
Pacific Gas & Electric Company	Utilities
Phoenix Insurance	Insurers/Broker/PFA
Proskauer Rose LLP	Lenders' Professionals
Republic Services	Utilities
Ropes & Gray, LLP	Lenders' Professionals
San Antonio Water System	Utilities
Secretary Of State	Regulatory and Government Parties
Securities & Exchange Commission	Regulatory and Government Parties
SMBC Leasing and Finance, Inc.	Banks/Lenders/UCC Lien Parties/Administrative Agents
Sony Electronics Inc.	Banks/Lenders/UCC Lien Parties/Administrative Agents, Top 30 Creditors
Tennessee Secretary Of State	Regulatory and Government Parties
Texas Capital Bank, N.A.	Banks/Lenders/UCC Lien Parties/Administrative Agents
Texas Comptroller Of Public Accounts	Regulatory and Government Parties
Texas Secretary Of State	Regulatory and Government Parties
Time Warner Cable	Utilities
Travelers Casualty and Surety Company	Insurers/Broker/PFA
Travelers Indemnity Company of America	Insurers/Broker/PFA
Travelers Lloyds Insurance Company	Insurers/Broker/PFA
U.S. Department Of Labor	Regulatory and Government Parties
US Foods Inc.	Banks/Lenders/UCC Lien Parties/Administrative Agents, Top 30 Creditors
Wesco Insurance Company	Insurers/Broker/PFA
Wiggins	Landlords
Williams, Ltd.	Landlords
XCEL ENERGY	Utilities
XO Communication	Utilities
Young Conaway Stargatt & Taylor, LLP	Debtors' Professionals
Zurich American Insurance Company	Insurers/Broker/PFA

EXHIBIT B

Engagement Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2022. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs



(including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



- 11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Robert A. Hopen

If to Client:

Alamo Drafthouse Cinema Holdings, LLC
3908 Avenue B
Austin, Texas 78751
Attn: Matthew Vonderahe, CFO

With a copy to:

Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, Delaware 19801
Attn: Matthew B. Lunn, Esq. & Kenneth J. Enos, Esq.

- 11.11 Invoices sent to Client should be delivered to the following address:

Alamo Drafthouse Cinema Holdings, LLC
3908 Avenue B
Austin, Texas 78751
Attn: Matthew Vonderahe

Email: matt.vonderahe@drafthouse.com

- 11.12 The “Effective Date” of this Agreement is February 19, 2021.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in cursive script, appearing to read "Robert A. Hopen", written over a horizontal line.

Name: Robert A. Hopen

Title: President

CLIENT

By: A handwritten signature in cursive script, appearing to read "Matthew Vonderahe", written over a horizontal line.

Name: Matthew Vonderahe

Title: Chief Financial Officer



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and



- Asserted amount and classification of the claim.
- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.



- Update claim database to reflect undeliverable or changed addresses.
- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.



- Maintain and transmit call log to Client and advisors.

MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$35.00 – \$55.00
IT / Programming	\$65.00 – \$85.00
Case Managers	\$85.00 – \$165.00
Consultants/ Directors/Vice Presidents	\$165.00 – \$195.00
Solicitation Consultant	\$195.00
Executive Vice President, Solicitation	\$215.00
Administration Fee	\$50,000
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors



ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Escrow Services	Competitive interest rates
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

EXHIBIT C

Proposed Order

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

In re:

ALAMO DRAFTHOUSE CINEMAS
HOLDINGS, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 21-10474 (MFW)

(Jointly Administered)

Ref. Docket No. ____

**ORDER APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS AND
NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “**Application**”)² of the Debtors requesting entry of an order, pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002(f), and Local Rule 2002-1(f), appointing Epiq as the Claims and Noticing Agent effective as of the Petition Date to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ Chapter 11 Cases, and (iii) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk; and upon the Frodsham Declaration submitted in support of the Application; and the Debtors having estimated that there are in excess of 200 creditors in the Chapter 11 Cases, many of which are expected to file proofs

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Alamo Drafthouse Cinemas Holdings, LLC (2205); Alamo Drafthouse Cinemas, LLC (5717); Alamo Vineland, LLC (1626); Alamo League Investments GP, LLC (1811); Alamo League Investments, Ltd. (7227); Alamo South Lamar GP, LLC (3632); Alamo South Lamar, LP (4563); Alamo Drafthouse Raleigh, LLC (5979); Alamo DH Anderson Lane, LLC (3642); Alamo Yonkers, LLC (4971); Alamo Mission, LLC (2284); Alamo Ritz, LLC (9465); Alamo Mueller, LLC (1221); Mondo Tees, LLC (6900); Alamo City Foundry, LLC (6092); Alamo Mainstreet, LLC (2052); Alamo City Point, LLC (3691); Alamo Liberty, LLC (5755); Alamo Satown, LLC (6197); Alamo Marketplace, LLC (7041); Alamo Stone Oak, LLC (8398); Alamo Westlakes, LLC (4931); Alamo Park North, LLC (1252); Alamo North SA, LLC (6623); Alamo Avenue B, LLC (8950); Alamo Slaughter Lane GP, LLC (6968); Alamo Slaughter Lane, Ltd. (5341); Alamo Cinema Group I GP, LLC (9537); Alamo Cinema Group I, LP (9656); Alamo Westminster, LLC (8906); Alamo Staten Island, LLC (7781); Alamo Aspen Grove, LLC (7786); Alamo Lakeline, LLC (5294); Alamo Sloans, LLC (9343). The location of the Debtors’ service address is: 3908 Avenue B, Austin, Texas 78751.

of claim; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and this Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and this Court being satisfied that the Claims and Noticing Agent has the capability and experience to provide such services and that the Claims and Noticing Agent does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and upon consideration of the Application and all pleadings related thereto, including the First Day Declaration and the Frodsham Declaration; and due and proper notice of the Application having been given; and it appearing that no other or further notice of the Application is required; and it appearing that this Court has jurisdiction to consider the Application in accordance with 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* dated February 29, 2012, from the United States District Court for the District of Delaware; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Application and provided for herein is in the best interests of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor; it is HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved as set forth herein.

2. The Debtors are authorized to retain Epiq as the Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record, and

otherwise administer the proofs of claim filed in the Chapter 11 Cases, and all related tasks, all as described in the Application (the “**Claims and Noticing Services**”).

3. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

5. Epiq is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate the Epiq in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by the Epiq and the rates charged for each, and to reimburse the Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for the Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Epiq shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and that the parties may seek resolution of the matter from this Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Epiq's fees and expenses under this Order shall be an administrative expense of the Debtors' estates.

10. Epiq may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Epiq may hold its retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Epiq under the terms of the Engagement Agreement.

12. Epiq shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by this Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if this Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Epiq should

not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

14. Notwithstanding anything to the contrary in the Engagement Agreement, during the Chapter 11 Cases, the limitation of liability contained in paragraph 7 shall be given no effect.

15. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, Epiq believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Epiq must file an application therefore in this Court, and the Debtors may not pay any such amounts to Epiq before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution or reimbursement.

16. In the event Epiq is unable to provide the services set out in this order, Epiq will immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorney.

17. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Epiq but is not specifically authorized by this Order.

18. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

20. The Claims and Noticing Agent shall not cease providing claims processing services during the case(s) for any reason, including nonpayment, without an order of this Court.

21. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.