

**THIS MOTION SEEKS TO REJECT CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY. PARTIES RECEIVING THIS OMNIBUS MOTION SHOULD REVIEW THE MOTION TO SEE IF THEIR NAME(S) AND/OR LEASE(S) ARE SET FORTH IN THE MOTION AND/OR THE EXHIBITS ATTACHED THERETO TO DETERMINE WHETHER THE MOTION AFFECTS THEIR LEASE(S).**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**In re:** § **Chapter 11**  
CEC ENTERTAINMENT, INC., *et al.*, § **Case No. 20-33163 (MI)**  
§ **(Joint Administration Requested)**  
**Debtors.**<sup>1</sup> §

**OMNIBUS MOTION OF DEBTORS FOR ENTRY  
OF ORDER (I) AUTHORIZING DEBTORS TO (A) REJECT  
CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL  
PROPERTY AND (B) ABANDON *DE MINIMIS* PROPERTY IN  
CONNECTION THEREWITH AND (II) GRANTING RELATED RELIEF**

CEC Entertainment, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):<sup>2</sup>

**Background**

1. The Debtors, on June 24, 2020 (the “**Petition Date**”), commenced their chapter 11 cases by filing voluntary petitions with this Court under chapter 11 of title 11 of the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are BHC Acquisition Corporation (0947); CEC Entertainment Concepts, L.P. (3011); CEC Entertainment Holdings, LLC (9147); CEC Entertainment, Inc. (5805); CEC Entertainment International, LLC (8177); CEC Entertainment Leasing Company (4517); CEC Leaseholder, LLC (N/A); CEC Leaseholder #2, LLC (N/A); Hospitality Distribution Incorporated (5502); Peter Piper Holdings, Inc. (6453); Peter Piper, Inc. (3407); Peter Piper Texas, LLC (6904); Peter Piper Mexico, LLC (1883); Queso Holdings, Inc. (1569); SB Hospitality Corporation (4736); SPT Distribution Company (8656); and Texas PP Beverage, Inc. (6895). The Debtors’ corporate headquarters and service address is 1707 Market Place Boulevard #200, Irving, TX 75063.

<sup>2</sup> The facts and circumstances supporting the relief requested herein are set forth in the First Day Declaration (as defined herein) filed contemporaneously herewith. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration.

United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in these chapter 11 cases. The Debtors have also filed a motion requesting joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 1015-1 of the Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Bankruptcy Rules**”).

2. The Debtors, together with their non-debtor affiliates, are a leading family entertainment and dining company with a global network of dining, entertainment, and arcade centers that are operated and franchised under the names “Chuck E. Cheese” and “Peter Piper Pizza.” The venues deliver a kid-friendly atmosphere and feature an array of wholesome entertainment offerings including arcade-style and skill-oriented games, rides, live entertainment shows, and the opportunity for guests to win tickets and redeem prizes such as toys, plush dolls, and branded merchandise.

3. Additional information regarding the Debtors’ businesses, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of James Howell in Support of Debtors’ Chapter 11 Petitions and Related Requests for Relief* (the “**First Day Declaration**”), filed contemporaneously herewith and incorporated herein by reference.

### **Jurisdiction**

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Relief Requested**

5. By this Motion, the Debtors request, pursuant to sections 365 and 554(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), entry of an order (i) authorizing the Debtors to (a) reject the Venue Leases (as defined herein), each effective *nunc pro tunc* to the Petition Date (as defined herein) and (b) abandon any Remaining Property (as defined herein) and (ii) granting related relief.

6. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “**Proposed Order**”). A schedule identifying and describing the Venue Leases (as defined herein) is annexed to the Proposed Order as **Schedule 1**.<sup>3</sup>

### **Venue Leases**

7. Prior to commencing these chapter 11 cases, and as part of the Debtors’ ongoing efforts to stabilize their business following the closure of several of the Debtors’ venues (the “**COVID Closures**”), the Debtors initiated a comprehensive review and analysis of their venue lease portfolio. As a result of the initial phase of this analysis, the Debtors, in their reasonable business judgment, have decided to permanently abandon forty-five (45) closed or underperforming venues (the “**Underperforming Venues**”) and seek to reject the associated real property leases (the “**Venue Leases**”). All of the Underperforming Venues were closed prior to the Petition Date and are currently vacant.<sup>4</sup> The Debtors seek authority to reject the Venue Leases *nunc pro tunc* to the Petition Date.

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<sup>3</sup> The Debtors reserve their rights to modify the schedule of Venue Leases by removing one or more leases from **Schedule 1** with the consent of the applicable landlords, without prejudice to their rights to reject such leases at a later date.

<sup>4</sup> Approximately 27 of the venues were closed due to COVID 19, 4 venues were closed due to lock outs, 3 venues were closed due to expiring leases, and 11 venues that were permanently closed prior to COVID Closures.

8. After evaluating a number of factors, the Debtors concluded that the Underperforming Venues do not meet the requisite performance criteria to rationalize their continued operation. In addition, the leases associated with the Previously Closed Venues have no go-forward value to the Debtors. Given the overall losses that the Debtors have been incurring on the Underperforming Venues and Previously Closed Venues, and their lack of strategic value in the Debtors' go-forward business plan, the Debtors have concluded, in consultation with their advisors, that the Venue Leases are unlikely to generate significant value for the Debtors' estates. As such, the Debtors have determined, in the exercise of their business judgment, that it is in the best interests of their estates to seek authority to reject the Venue Leases. Rejecting the Venue Leases will allow the Debtors to avoid the accrual of unnecessary administrative expenses with no foreseeable benefits to the Debtors' estates.

#### **Remaining Property**

9. During the ordinary course of business, the Debtors accumulated certain miscellaneous assets at the Underperforming Venues, including certain fixtures and equipment. The Debtors generally will remove such assets from the Underperforming Venues and transport the assets to the Debtors' remaining venue locations. The Debtors have determined, in the exercise of their business judgment, that certain of these assets will be exceedingly difficult or expensive to remove or store (the "**Remaining Property**"). The Debtors estimate that the Remaining Property is of *de minimis* value; therefore, the Debtors will not realize any economic benefit by retaining the Remaining Property. Accordingly, the Debtors request authority to abandon any Remaining Property at the Underperforming Venues.

**Relief Requested Should Be Granted**

**A. Rejection of the Venue Leases Reflects the Debtors' Sound Business Judgment**

10. Section 365(a) of the Bankruptcy Code provides that a debtor, “subject to the court’s approval, may assume or reject any . . . executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The purpose behind section 365(a) is “to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property.” *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); *see also In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) (“Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization”); *In re Bildisco*, 465 U.S. 513, 528 (1984) (“[T]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor’s estate from burdensome obligations that can impede a successful reorganization.”).

11. The standard applied by courts to determine whether the assumption or rejection of an unexpired nonresidential lease should be authorized is the “business judgment” test, which requires a debtor to have determined that the requested assumption or rejection would be beneficial to its estate. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (“It is well established that ‘the question whether a lease should be rejected . . . is one of business judgment.’”) (quoting *Grp. of Institutional Inv’rs v. Chi., Milwaukee, St. Paul & Pac. R.R. Co.*, 318 U.S. 523, 550 (1943)); *see also In re Pilgrim’s Pride Corp.*, 403 B.R. 413, 422 (Bankr. N.D. Tex. 2009) (“The general rule is that the decision to reject a given contract should be left to the trustee’s (or debtor in possession’s) sound business judgment.”).

12. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject leases. *See, e.g., Sharon Steel Corp. v. Nat’l*

*Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming the rejection of a service agreement as a sound exercise of the debtor’s business judgment when the bankruptcy court found that such rejection would benefit the debtors’ estate); *In re Idearc Inc.*, 423 B.R. 138, 162 (Bankr. N.D. Tex. 2009) (stating that the business judgment standard only “requires a showing that the proposed course of action will be advantageous to the estate.” (citation omitted)) .

13. Rejection of the Venue Leases is well within the Debtors’ business judgment and will serve the best interests of their estates. The Debtors seek authority to reject the Venue Leases to avoid the incurrence of any additional, unnecessary expenses related to the Venue Leases and the maintenance of any Underperforming Venues. The Debtors have engaged in a robust process to review and analyze the Venues Leases and have concluded that the cost of maintaining the Underperforming Venues outweighs any revenues or strategic value that the Underperforming Venues could generate in the future.

14. After evaluation and analysis, the Debtors, with the assistance of their advisors, have determined, in the exercise of their sound business judgment, that there is no net benefit that is likely to be realized from the Debtors’ continued efforts to retain and market the Venue Leases and that there is little, if any, likelihood that the Debtors will be able to realize value from the Venue Leases. Accordingly, the Debtors have concluded that rejection of the Venue Leases is in the best interest of the Debtors’ estates, their creditors, and other parties in interest.

**B. Rejection of the Venue Leases as of the Petition Date Is Appropriate**

15. Section 365 of the Bankruptcy Code does not specifically address whether this Court may order rejection to be applied retroactively. *See In re Amber’s Stores, Inc.*, 193 B.R. 819, 826-27 (Bankr. N.D. Tex. 1996) (“[N]othing precludes [the court] . . . from approving . . . rejection of a non-residential real property lease retroactively to an earlier date.”). Authorizing the rejection of the Venue Leases *nunc pro tunc* to the Petition Date is consistent with prior rulings of

courts in this and other circuits, which have held that a bankruptcy court may authorize the retroactive rejection of a nonresidential lease if the balance of the equities favors such retroactive rejection. *See e.g. Id.* at 826 (using a standard based on the equities of the case); *In re Stonebridge Techs., Inc.*, 430 F.3d 260, 273 (5th Cir. 2005) (“[W]e note that most courts have held that lease rejection may be retroactively applied.”); *see also Thinking Machs. Corp. v. Mellon Fin. Servs. Corp.* (*In re Thinking Machs. Corp.*), 67 F.3d 1021, 1028 (1st Cir. 1995) (finding that, in the context of rejections of executory contracts, “bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation”); *In re At Home Corp.*, 392 F.3d 1064, 1065–66 (9th Cir. 2004) (affirming bankruptcy court’s approval of retroactive rejection), *cert. denied sub nom. Pac. Shores Dev., LLC v. At Home Corp.*, 546 U.S. 814 (2005).

16. In this instance, the balance of the equities favors approval of the rejection of the Venue Leases as of the Petition Date. Rejection of the Venue Leases *nunc pro tunc* to the Petition Date will allow the Debtors to avoid the unnecessary economic burden of paying rent for the Underperforming Venues—all of which currently are closed—on an administrative expense basis. Furthermore, the counterparties to the Venue Leases will not be prejudiced by such retroactive rejection because the Debtors surrendered the respective properties to the applicable landlords (the “**Landlords**”) prior to the Petition Date. In the event the Debtors have not surrendered the premises of a particular venue on or before the Petition Date, the effective date of the rejection shall be no earlier than the date the Debtors turn over the premises. Accordingly, the equities weigh in favor of retroactive rejection.

**C. Abandonment of Any Remaining Property Is Authorized by Section 554(a) of the Bankruptcy Code**

17. Under section 554(a) of the Bankruptcy Code, a debtor, after notice and a hearing, is authorized to “abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon property is virtually unfettered, unless (a) abandonment of the property will contravene laws designed to protect public health and safety or (b) the property poses an imminent threat to the public’s welfare. *See In re Midlantic Nat’l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

18. Any Remaining Property left at the Underperforming Venues is of inconsequential value to the Debtors’ estates, and the costs to the Debtors of removing or storing the Remaining Property will exceed any realistic economic benefit that might be realized by retaining such property. Accordingly, the Debtors have determined, in the exercise of their sound business judgment that abandonment of any Remaining Property will be in the best interest of the Debtors and their estates.

**Bankruptcy Rules 6004(a) and (h)**

19. To implement the foregoing successfully, the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances, and waive the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.



**Reservation of Rights**

20. Nothing contained herein is intended or shall be construed as (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (c) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (d) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

**Notice**

21. Notice of this Motion will be provided to (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors on a consolidated basis; (c) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036 (Attn: Ira Dizengoff, Philip Dublin, and Daniel Fisher), on behalf of the Ad Hoc Group; (d) King & Spalding LLP, 353 N. Clark Street, 12th Floor, Chicago, IL 60654 (Attn: Michael Rupe and Matthew Warren), on behalf of the Noteholder Ad Hoc Group; (e) the Internal Revenue Service; (f) the United States Attorney's Office for the Southern District of Texas; (g) the Securities and Exchange Commission; (h) the Landlords; and (i) any other party entitled to notice pursuant to Local Rule 9013-1(d) (collectively, the "**Notice Parties**"). The Debtors believe that no further notice is required under the circumstances.

**No Previous Request**

22. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: June 25, 2020  
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez  
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-and-

WEIL, GOTSHAL & MANGES LLP  
Matthew S. Barr (*pro hac vice* admission pending)  
Ryan Preston Dahl (*pro hac vice* admission pending)  
Scott Bowling (*pro hac vice* admission pending)  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Proposed Attorneys for Debtors  
and Debtors in Possession*

**Certificate of Service**

I hereby certify that on June 25, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed claims, noticing, and solicitation agent.

/s/ Alfredo R. Pérez  
Alfredo R. Pérez

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>	§	
	§	<b>Chapter 11</b>
	§	
<b>CEC ENTERTAINMENT, INC., et al.,</b>	§	<b>Case No. 20-33163 (MI)</b>
	§	
<b>Debtors.<sup>1</sup></b>	§	<b>(Jointly Administered)</b>
	§	

**ORDER (I) AUTHORIZING DEBTORS TO (A) REJECT  
CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL  
PROPERTY AND (B) ABANDON *DE MINIMIS* PROPERTY IN  
CONNECTION THEREWITH AND (II) GRANTING RELATED RELIEF**

Upon the motion, dated June 25, 2020 (the “**Motion**”)<sup>2</sup> of CEC Entertainment, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for an order (i) authorizing the Debtors to (a) reject certain unexpired leases of nonresidential real property and (b) abandon *de minimis* property in connection therewith and (ii) granting related relief, pursuant to sections 365 and 554(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are BHC Acquisition Corporation (0947); CEC Entertainment Concepts, L.P. (3011); CEC Entertainment Holdings, LLC (9147); CEC Entertainment, Inc. (5805); CEC Entertainment International, LLC (8177); CEC Entertainment Leasing Company (4517); CEC Leaseholder, LLC (N/A); CEC Leaseholder #2, LLC (N/A); Hospitality Distribution Incorporated (5502); Peter Piper Holdings, Inc. (6453); Peter Piper, Inc. (3407); Peter Piper Texas, LLC (6904); Peter Piper Mexico, LLC (1883); Queso Holdings, Inc. (1569); SB Hospitality Corporation (4736); SPT Distribution Company (8656); and Texas PP Beverage, Inc. (6895). The Debtors’ corporate headquarters and service address is 1707 Market Place Boulevard #200, Irving, TX 75063.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

§§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having held one or more hearings to consider the relief requested in the Motion; and upon the First Day Declaration and the records of the hearings on the Motion and all of the proceedings had before this Court; and all objections to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. Pursuant to section 365 of the Bankruptcy Code, the Venue Leases identified on **Schedule 1** attached hereto are hereby rejected *nunc pro tunc* to the Petition Date.

2. The Debtors do not waive any claims that they may have against any counterparty to the Venue Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Venue Leases.

3. The Debtors are authorized to abandon any Remaining Property located at the Underperforming Venues free and clear of all liens, claims, encumbrances, interests, and rights of third parties.

4. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Venue Leases were terminated prior to the Petition Date; that any claim for damages arising from the rejection of the Venue Leases is limited to the remedies available under any applicable termination provision of such Venue Lease; or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

5. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code.

6. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any party.

7. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

8. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

9. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, counterparties to the Leases are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtors with any of the counterparties to the Leases as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the counterparties under the Leases or other agreements between the same parties, without the Debtors consent or further order of this Court.

10. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

11. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_, 2020  
Houston, Texas

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UNITED STATES BANKRUPTCY JUDGE

**Schedule 1**

**Schedule of Venue Leases to Be Rejected**

**Schedule 1****Schedule of Venue Leases to Be Rejected**

#	[VENUE NO.]	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS	REJECTION DATE
1.	073	Matteson Realty LLC 150 Great Neck Road Great Neck, NY 11021	CEC Entertainment, Inc.	Chicago-Matteson, IL	Petition Date
2.	114	Sub S&S, LLC 645 N. Main Street Layton, UT 84041	CEC Entertainment, Inc.	Layton, UT	Petition Date
3.	342	Hawthorn Hills Square 1687, LLC 3333 New Hyde Park Road, Suite 100 New Hyde Park, NY 11042- 0020	CEC Entertainment, Inc.	Vernon Hills, IL	Petition Date
4.	367	Lee Properties, Ltd. 5404 Whitsett Ave., #95 Valley Village, CA 91607	CEC Entertainment, Inc.	Ladera Heights, CA	Petition Date
5.	415	Kudu Invest, LLC 1048 Irvine Avenue #350 Newport Beach, CA 92660	CEC Entertainment, Inc.	San Bernardino, CA	Petition Date
6.	428	Peck Plaza Investment, LLC 122A E. Foothill Blvd. #153 Arcadia, CA 91006	CEC Entertainment, Inc.	El Monte, CA	Petition Date
7.	476	Haymarket Square Associates Attn: Leo Shapiro Longmeadow, MA 1116	CEC Entertainment, Inc.	Springfield, MA	Petition Date
8.	479	Vision Drive Retail, LLC One Vision Drive Natick, MA 1760	CEC Entertainment, Inc.	Natick, MA	Petition Date
9.	534	Galleria Drive LLC P.O. Box 5540 Johnstown, PA 15904	CEC Entertainment, Inc.	Johnstown, PA	Petition Date
10.	540	Hawthorne Center Associates, L.P. 255 Butler Lane Lancaster, PA 17601	CEC Entertainment, Inc.	Lancaster, PA	Petition Date
11.	568	Lincoln Q Company, LLC 598 N. Winnebago Drive Lake Winnebago, MO 64034	CEC Entertainment, Inc.	Lincoln, NE	Petition Date
12.	603	Fox River Shopping Center LLC 350 N. Orleans St., Suite 300 Chicago, IL 60654-1607	CEC Entertainment, Inc.	Appleton, WI	Petition Date



#	[VENUE NO.]	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS	REJECTION DATE
13.	614	BK Mercer LLC & NA Mercer LLC 121 W. Nyack Road Nanuet, NY 19054	CEC Entertainment, Inc.	Macon, GA	Petition Date
14.	646	Goodrich New Hartford L.L.C. 560 Sylvan Avenue Englewood Cliffs, NJ 7632	CEC Entertainment, Inc.	New Hartford, NY	Petition Date
15.	648	HUSA Mgmt Co., LLC 2309 Frederick Douglass Blvd New York, NY 10027	CEC Entertainment, Inc.	Harlem, NY	Petition Date
16.	656	Southern Hills Mall LLC 180 East Broad Street, 21st floor Columbus, OH 43209	CEC Entertainment, Inc.	Sioux City, IA	Petition Date
17.	708	SM Mesa Mall, LLC 180 East Broad Street, 21st Floor Columbus, OH 43215	CEC Entertainment, Inc.	Grand Junction, CO	Petition Date
18.	737	Suchon Tsaowimonsiri 10301 Haledon Avenue Downey, CA 90241	CEC Entertainment, Inc.	Columbus-Macsway, OH	Petition Date
19.	746	Richland Mall Holdings, LLC 4218 NE 2nd Avenue Miami, FL 33137	CEC Entertainment, Inc.	Mansfield, OH	Petition Date
20.	748	Stadium Plaza Shopping Cnt LLC PO Box 714248 Cincinnati, OH 45271-4248	CEC Entertainment, Inc.	Columbia, MO	Petition Date
21.	748	Raul Walters Properties Two City Place Drive St. Louis, MO 63141	CEC Entertainment, Inc.	Columbia, MO	Petition Date
22.	753	Leo MA Mall, LLC Attn: James M. Hull Augusta, GA 30909	CEC Entertainment, Inc.	Leominster, MA	Petition Date
23.	754	Keith and Nancy Ross 1256 Via Romero Dr. Palos Verdes Estates, CA 90274	CEC Entertainment, Inc.	Lima, OH	Petition Date
24.	769	City Place Long Beach, LLC 9200 Sunset Blvd. Penthouse 9 West Hollywood, CA 90069	CEC Entertainment, Inc.	Long Beach, CA	Petition Date
25.	798	IRC Apache Shoppes, LLC c/o Pine Tree Commercial Realty, LLC Oak Brook, IL 60523	CEC Entertainment, Inc.	Rochester, MN	Petition Date

#	[VENUE NO.]	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS	REJECTION DATE
26.	829	Lakes Mall Realty LLC 150 Great Neck Road, Suite 304 Great Neck, NY 11021	CEC Entertainment, Inc.	Muskegon, MI	Petition Date
27.	861	EKJS, LLC P.O. Box 7591 Rapid City, SD 57709	CEC Entertainment, Inc.	Rapid City, SD	Petition Date
28.	966	ROKO, LLC ROKO, LLC Savannah, GA 31401	CEC Entertainment, Inc.	Charleston, SC	Petition Date
29.	374	ROK Properties, LLC 16 Canvasback Point Greensboro, NC 27455	CEC Entertainment, Inc.	Jacksonville, NC	Petition Date
30.	401	Federal Realty Investment Trust 1626 E. Jefferson St. Rockville, MD 20852	CEC Entertainment, Inc.	Gaithersburg, MD	Petition Date
31.	545	MegViv RE Holdings LLC 19754 Willowdale Place Ashburn, VA 20147	CEC Entertainment, Inc.	Fredericksburg, VA	Petition Date
32.	597	Allen Central Market Allen, TX. LLC 270 Commerce Drive Rochester, NY 14623	CEC Entertainment, Inc.	Allen, TX	Petition Date
33.	409	Tween Partners LLC 2241 Domingo Rd. Fullerton, CA 92835	CEC Entertainment, Inc.	Diamond Bar, CA	Petition Date
34.	478	DSM MB I LLC c/o Demoulas Super Markets, Inc. Tewksbury, MA 1876	CEC Entertainment, Inc.	Danvers, MA	Petition Date
35.	865	Imago Enterprises, Inc. 140 Palmer Drive Fort Collins, CO 80525	CEC Entertainment, Inc.	Ft. Collins, CO	Petition Date
36.	1256	McCarran Marketplace SPE, LLC P.O. Box 10 Scottsdale, AZ 85252-0010	Peter Piper, Inc.	Las Vegas- McCarran, NV	Petition Date
37.	1257	Sahara 3D, LLC 468 N. Camden Drive Beverly Hills, CA 90210	Peter Piper, Inc.	Las Vegas-Sahara, NV	Petition Date
38.	1258	LS II Land Company, LLC 2301 West I-44 Service Road Oklahoma City, OK 73112	Peter Piper, Inc.	OKC-Del City, OK	Petition Date

#	[VENUE NO.]	COUNTERPARTY-LANDLORD AND ADDRESS	DEBTOR	PROPERTY ADDRESS	REJECTION DATE
39.	1259	NADG NNN PPP (OK) LP 3131 McKinney Avenue Dallas, TX 75204	Peter Piper, Inc.	OKC-Westgate, OK	Petition Date
40.	1263	KRG Shops at Moore, LLC 30 South Meridian, Suite 1100 Indianapolis, IN 46204	Peter Piper, Inc.	Moore, OK	Petition Date
41.	1264	EMSA, LTD 4614 13th Street Lubbock, NM 79416	Peter Piper, Inc.	Alb-Juan Tabo, NM	Petition Date
42.	1266	Gator Green Acres, Ltd. 7850 NW 146th Street Miami Lakes, FL 33016	Peter Piper, Inc.	Green Acres, FL	Petition Date
43.	1268	Gardens and 27, LLC 696 NE 125th Street North Miami, FL 33161	Peter Piper, Inc.	Miami Gardens, FL	Petition Date
44.	1270	Energy North, LLC 7950 NW 53rd Street Doral , FL 33166	Peter Piper, Inc.	North Lauderdale, FL	Petition Date
45.	1271	Hayday, Inc. 401 N.W. 38th Ct. Miami, FL 33126	Peter Piper, Inc.	Miami, FL	Petition Date
46.	1273	Town East Mall, LLC 350 N. Orleans St., Suite 300 Chicago, IL 60654-1607	Peter Piper, Inc.	Mesquite, TX	Petition Date