

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

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 In re: : Chapter 11
 :
 THQ INC., *et al.*, : Case No. 12-13398 (MFW)
 :
 Debtors.¹ : Jointly Administered
 :
 : **RE: Docket No. 163**
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**ORDER, PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a),
365(a) AND 554(a) AND BANKRUPTCY RULES 6006 AND 6007,
AUTHORIZING THQI TO (I) REJECT CERTAIN UNEXPIRED
NON-RESIDENTIAL REAL PROPERTY LEASES, EFFECTIVE AS OF
JANUARY 31, 2013, AND (II) ABANDON ANY PROPERTY THAT
REMAINS ON THE PREMISES COVERED BY THE LEASES**

Upon the Motion² of THQ Inc. (“**THQI**”), for entry of an order, pursuant to sections 105(a), 365(a) 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**”), authorizing THQI to (i) reject certain unexpired non-residential real property leases for certain business locations (the “**Closed Location**”) set forth in **Exhibit 1** attached hereto (collectively, the “**Leases**”), effective as of January 31, 2013, and (ii) abandon any personal property that remains on premises of the Closed Locations as of the Rejection Date (defined below); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless, Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and the Court having reviewed the Motion and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

1. The Motion is GRANTED, as set forth herein.
2. Pursuant to 11 U.S.C. § 365(a), the Debtors' rejection of the Leases identified on **Exhibit 1** attached hereto is hereby approved.
3. The Leases indicated on **Exhibit 1**, hereto, are deemed rejected pursuant to 11 U.S.C. § 365(a), effective as of January 31, 2013 (the "**Rejection Date**"), and possession of the applicable properties shall be deemed returned to the applicable landlord immediately following the Rejection Date, to the extent not previously returned.
4. The Debtors are authorized, but not required, pursuant to 11 U.S.C. § 554(a), to abandon any personal property remaining at the Closed Locations as of the Rejection Date.
5. The non-Debtor counterparties to the Leases shall have the authority to remove any personal property remaining at the Closing Locations after the Rejection Date without liability to third parties.
6. Nothing herein shall prejudice the rights of the Debtors to argue that any claim for damages arising from the rejection of the Leases is limited to the remedies available under any applicable termination provision of such rejected lease. THQI does not waive any claims that

they may have against the counterparties to the Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Leases.

7. Notwithstanding the relief granted herein, any actions taken hereunder, or any failure to act, nothing contained herein shall constitute, nor is it intended to constitute, an assumption of any lease or contract under section 365 of the Bankruptcy Code or the waiver by the Debtors of any of their rights pursuant to any agreement by operation of law or otherwise.

8. This Order shall be binding on THQI and all counterparties parties to the Rejected Leases.

9. The counterparties to the Rejected Leases shall have until the later of: (i) the date fixed by this Court pursuant to Bankruptcy Rule 3003(c)(3) to file any and all claims for damages arising from the rejection of the Rejected Leases; or (ii) within 30-days of notice of entry of the Order.

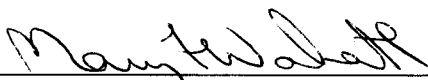
10. THQI is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

11. Notwithstanding anything to the contrary in this Order, any payment made or to be made under this Order, and any authorization contained in this Order, shall be subject to the requirements imposed on the Debtors under any Order(s) of this Court approving the Debtors' debtor-in-possession financing facility and use of cash collateral and any budget in connection therewith.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: Jan. 31, 2013
Wilmington, Delaware



Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT 1
REJECTED NON-RESIDENTIAL REAL PROPERTY LEASES

List of Leases to Reject by THQ Inc.

	Property Address	Debtor Counterparty	Lease Counterparty/ Notice Address	Name of Lease	Expiration Date
1.	4722 N. 24th Street Phoenix, AZ 85016	THQ Inc.	<u>Landlord</u> MS MCC Highland LLC P.O. BOX 749951 Los Angeles, CA 90074-9951 Christina M. Thompson Connolly Gallagher LLP The Brandywine Building 1000 West Street, Suite 1400 Wilmington, DE 19801	Lease dated April 29, 2004, between predecessor-in-interest Teachers Insurance and Annuity Association of America and THQ Inc. First Amendment dated January 1, 2005. Second Amendment dated May 1, 2006. Satellite Dish Equipment Agreement dated January 13, 2010. Third Amendment dated October 11, 2010. Fourth Amendment dated March 1, 2011. Fifth Amendment dated June 22, 2012.	2/28/2018
2.	30961 West Agoura Road, Suite 309 Westlake Village, CA 91361	THQ Inc.	<u>Landlord</u> West Oaks Park, LLC 30961 W. Agoura Rd., Ste. 227 Westlake Village, CA 91361	West Oaks Park, LLC Lease Agreement dated as of June 10, 2011, by and between West Oaks Park, LLC and THQ Inc.	3/31/2013

	Property Address	Debtor Counterparty	Lease Counterparty/ Notice Address	Name of Lease	Expiration Date
3.	2051 Palomar Airport Road Carlsbad, CA 92009	THQ Inc.	<u>Landlord</u> JCCE-Palomar LLC P.O. BOX 601759 Charlotte, NC 28260-1759	Standard Multi-Tenant Office Lease – Gross dated March 21, 2011, between JCCE-Palomar LLC and THQ Inc.	3/31/2015
4.	1330 Specialty Drive Vista, CA 92081	THQ Inc.	<u>Landlord</u> Rancho Vista Industrial, LP 4542 Ruffner Street, Ste 387 San Diego, CA 92111 Attn: General Counsel Cathy Ruppert Eden Yaeger Square One Development Corporation 4542 Ruffner Street Suite 387 San Diego, CA 92111	Lease dated November 23, 2009, between Rancho Vista Industrial, LP and THQ Inc.	3/31/2015