

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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In re: : Chapter 11  
: :  
RS FIT NW LLC,<sup>1</sup> : Case No. 20-11568 (KBO)  
: :  
Reorganized Debtor. :  
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**AMENDED<sup>2</sup> NOTICE OF AGENDA OF MATTERS  
SCHEDULED FOR TELEPHONIC HEARING  
ON MAY 19, 2021 AT 10:00 A.M. (EASTERN TIME)<sup>3</sup>**

**NO MATTERS ARE GOING FORWARD.  
THE COURT HAS CANCELED THE HEARING.**

**RESOLVED MATTERS<sup>4</sup>**

1. **Dome Motion to Compel** – Dome Entertainment Center, Inc.’s Motion for an Order (I) Compelling the Debtor’s Payment of Certain Post-Petition Rent and Other Obligations Due Pursuant to 11 U.S.C. § 365(d)(3) and (II) Allowing and Compelling Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1)(A) [Filed: 3/3/21] (Docket No. [1738](#)).

Response Deadline: April 6, 2021 at 4:00 p.m. Eastern Time. Extended to April 9, 2021 for the Reorganized Debtor.

Responses Received: None.

Related Documents:

- a) Notice of Withdrawal of Document [Docket No. 1738] [Filed: 4/16/21] (Docket No. [1796](#)).

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<sup>1</sup> The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, as applicable, is RS FIT NW LLC (9372). By order dated March 16, 2021 [Docket No. 7], the remaining Reorganized Debtors’ chapter 11 cases were closed. The Reorganized Debtors’ corporate headquarters and service address is 24 Hour Fitness USA, Inc., 1265 Laurel Tree Lane, Carlsbad, CA 92011.

<sup>2</sup> **Amended items are noted in bold.**

<sup>3</sup> This agenda contains hyperlinks to filed documents pursuant to the Court’s Interim Order re: Cessation of Hand Deliveries, dated March 13, 2020. Parties may access the filed documents through the hyperlink for a fee through the Court’s website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov), or the documents may be obtained for free by accessing the Debtors’ restructuring website at <https://restructuring.primeclerk.com/24hourfitness>.

<sup>4</sup> Docket numbers refer to Case Nos. 20-11558 (KBO) and 20-11568 (KBO).

Status: The motion has been withdrawn. No hearing will be necessary.

2. **Oracle Admin Claim Motion** – Oracle America, Inc.’s Request for Allowance and Payment of Chapter 11 Administrative Expenses [Filed: 3/26/21] (Docket No. [21](#)).

Response Deadline: May 12, 2021 at 4:00 p.m. Eastern Time.

Responses Received: None.

Related Documents:

- a) Notice of Withdrawal of Oracle America, Inc.’s Motion for Allowance and Payment of Chapter 11 Administrative Expenses [Filed: 5/3/21] (Docket No. [1797](#)).

Status: The motion has been withdrawn. No hearing will be necessary.

3. **Motion to Modify Local Rule 3007-1(f)(i)** – Motion of Reorganized Debtor for Entry of an Order Modifying the Requirements of Local Rule 3007-1(f)(i) with Respect to Number of Permitted Substantive Omnibus Objections to Claims [Filed: 4/6/21] (Docket No. [44](#)).

Response Deadline: April 20, 2021 at 4:00 p.m. Eastern Time.

Responses Received: None.

Related Documents:

- a) Certification of No Objection Regarding Motion of Reorganized Debtor for Entry of an Order Modifying the Requirements of Local Rule 3007-1(f)(i) with Respect to Number of Permitted Substantive Omnibus Objections to Claims [Filed: 4/22/21] (Docket No. [79](#)).
- b) [Signed] Order Modifying the Requirements of Local Rule 3007-1(f)(i) with Respect to Number of Permitted Substantive Omnibus Objections to Claims [Filed: 4/26/21] (Docket No. [81](#)).

Status: The order has been entered. No hearing will be necessary.

4. **Motion to Extend Time to Object to Claims** – Motion of the Reorganized Company for the Entry of an Order Extending the Deadline to Object to Claims Under the Plan of Reorganization [Filed: 4/20/21] (Docket No. [77](#)).

Response Deadline: May 4, 2021 at 4:00 p.m. Eastern Time.

Responses Received: None.

Related Documents:

- a) Certification of No Objection Regarding Motion of the Reorganized Company for the Entry of an Order Extending the Deadline to Object to Claims Under the Plan of Reorganization [Filed: 5/10/21] (Docket No. [89](#)).
- b) [Signed] Order Extending the Deadline to Object to Claims Under the Plan of Reorganization [Filed: 5/11/21] (Docket No. [95](#)).

Status: The order has been entered. No hearing will be necessary.

**ADJOURNED MATTER**

5. **Cure Objections/Assumption and Assignment Objections Relating to First Amended Plan** – First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Debtor Affiliates [Filed: 11/17/20] (Docket No. [1245](#)).

Response Deadline: December 11, 2020 at 4:00 p.m. Eastern Time.

Cure Responses Received:

- a) Objection of Safeway Inc. to the Assumption Notice for the Sublease of the Property Located in El Cerrito, California (#937) and Reservation of Rights [Filed: 12/10/20] (Docket No. [1338](#)).
- b) Limited Objection of K-5 Signs and Graphics, Inc. to Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization of 24-Hour Fitness Worldwide, Inc. and Its Affiliated Debtors and Notice of Assumption of Lease with Respect to Store No. 615 [Filed: 12/10/20] (Docket No. [1342](#)).
- c) Response and Objection of Shops at Bella Terra Owner, LP Regarding Debtors' Proposed Cure Notice and Chapter 11 Plan [Filed: 12/11/20] (Docket No. [1343](#)).
- d) Limited Objection of Brookfield Properties Retail, Inc., Centerco Properties, L.L.C., Regency Centers, L.P., ShopCore Properties LP and Site Centers Corp. to Proposed Cure Amounts and Assumption and Assignment of Certain Leases Pursuant to Debtors' Joint Chapter 11 Plan of Reorganization [Filed: 12/11/20] (Docket No. [1346](#)).
- e) Limited Objection, Joinder and Reservation of Rights of Post Road Plaza Leasehold, LLC to Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/11/20] (Docket No. [1350](#)).
- f) Limited Objection of Wendt Industries, Inc. d/b/a Club Resource Group to (I) Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization of 24-Hour Fitness Worldwide, Inc. and Its Affiliated Debtors, and (II) Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/11/20] (Docket No. [1351](#)).

- g) Koko Marina Holdings, LLC's Objection to Debtors' Notice of Assumption or Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/13/20] (Docket No. [1370](#)).
- h) Cure and Assignment Objection of Westfield, LLC and Certain Landlord Affiliates [Filed: 12/14/20] (Docket No. [1373](#)).
  - (i) Supplement to Cure and Assignment Objection of Westfield, LLC and Certain Landlord Affiliates [Filed: 12/20/20] (Docket No. [1483](#)).
- i) Limited Objection of 1830-1850 Ocean Avenue LLC to (I) Debtors' Plan Supplement for the Debtors' First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors; and (II) Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/14/20] (Docket No. [1374](#)).
  - (i) Supplement to Limited Objection of 1830-1850 Ocean Avenue LLC to (I) Debtors' Plan Supplement for the Debtors' First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors; and (II) Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/28/20] (Docket No. [1520](#)).
- j) Limited Objection of Glade Inline 2, LLC to Notice of Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amounts [Filed: 12/14/20] (Docket No. [1375](#)).
- k) Kimco Realty Corporation's Limited Objection to Debtors' Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/15/20] (Docket No. [1386](#)).
- l) Huntington South Center, LLC's Response and Reservation of Rights Re: (1) Cure Amount for Assumption of Real Property Lease, and (2) Exhibit D to "Plan Supplement to First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/15/20] (Docket No. [1388](#)).
- m) Objection of Mililani Shopping Center, LLC to the Debtors' Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors Pursuant to Proposed Plan of Reorganization [Filed: 12/15/20] (Docket No. [1390](#)).
  - (i) Objection of Mililani Shopping Center, LLC to the Debtors' Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/28/20] (Docket No. [1531](#)).

- n) Crimson/RELP/Springwoods 24HFP, LLC's Objection to Debtors' Proposed Cure Amount [Filed: 12/15/20] (Docket No. [1391](#)).
- o) Caplow Denver, LLC and Denver Exchange, LLC d/b/a Denver Exchange I, LLC's Objection to Notice of Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors (ECF No. 1302) [Filed: 12/15/20] (Docket No. [1392](#)).
- p) Limited Objections of 24 HR – TX (TX) Limited Partnership and Fit (TX) LP to Debtors' Notice of Assumption of Executory Contracts and Unexpired Leases Regarding Debtors' Proposed Cure Amounts [Filed: 12/15/20] (Docket No. [1393](#)).
- q) Limited Objection (Cure Objection) of Gahrahmat Family Limited Partnership II, LP to Debtor's Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/15/20] (Docket No. [1397](#)).
  - (i) Limited Objection (Cure Objection) of Gahrahmat Family Limited Partnership II, LP to Debtor's Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors Pursuant to Proposed Plan of Reorganization [Filed: 12/28/20] (Docket No. [1532](#)).
- r) Objection of Village FV, Ltd. to Notice of Cure Amounts with Respect to Executory Contracts and Unexpired Lease of Debtor [Filed: 12/15/20] (Docket No. [1398](#)).
- s) Objections of AmCap Austin Bluffs LLC, AmCap Tiffany LLC, and ADLP-U&A, LLC to Debtors' Designated Cure Amount [Filed: 12/15/20] (Docket No. [1399](#)).
  - (i) Objections of AmCap Tiffany LLC, and ADLP-U&A, LLC to Debtors' Amended Designated Cure Amounts [Filed: 12/28/20] (Docket No. [1521](#)).
  - (ii) Notice of Withdrawal of AmCap Austin Bluffs LLC's Objection to Debtors' Designated Cure Amount [Filed: 1/12/21] (Docket No. [1596](#)).
- t) Objection of Cole 24 Orlando FL, LLC to Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/15/20] (Docket No. [1406](#)).
- u) Objection of Continental 1500 Rosecrans LLC to the Proposed Cure Amount for Assumption of the Lease for Store # 163 [Filed: 12/15/20] (Docket No. [1407](#)).
- v) Limited Objection of Agree Littleton Co LLC to (I) Debtors' Plan Supplement for the Debtors' First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors; and (II) Notice of Assumption

or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/15/20] (Docket No. [1413](#)).

- (i) Supplement to Limited Objection of Agree Littleton Co LLC to (I) Debtors' Plan Supplement for the Debtors' First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors; and (II) Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtor [Filed: 12/28/20] (Docket No. [1519](#)).
- w) Objection of Vereit Real Estate, L.P. to Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/15/20] (Docket No. [1414](#)).
- x) Objection of Park Square UCF, LLC, to Cure Amount for Assumption of Lease [Filed: 12/15/20] (Docket No. [1415](#)).
- y) Reservation of Rights of TA Brentwood L.L.C. with Respect to Potential Assumption or Assumption and Assignment of Unexpired Lease [Filed: 12/15/20] (Docket No. [1424](#)).
- z) Limited Objection and Reservation of Rights of 1301 East Gladstone Street Investors LLC and Vestar California XXI, LLC to Notice of Assumption or Assumption and Assignment and Curecosts Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/15/20] (Docket No. [1426](#)).
- aa) 2500 Dunstan LLC's Objection to Cure Costs and Assumption and Assignment of Unexpired Lease [Filed: 12/15/20] (Docket No. [1427](#)).
- bb) Limited Objection (Cure Objection) and Reservation of Rights of Che Chen Liu and Shu Fen Liu Revocable Trust to Debtors' Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/15/20] (Docket No. [1428](#)).
- cc) EPR Fitness, LLC, Objection to Conditional Assumption and Proposed Cure Amount with Respect to Non-Residential Lease of Real Property [Filed: 12/15/20] (Docket No. [1429](#)).
- (i) EPR Fitness, LLC, Continued Objection to Proposed Cure Amount with Respect to Non-Residential Lease of Real Property [Filed: 1/7/21] (Docket No. [1573](#)).
- dd) Legacy Retail LLC's Limited Objection to Debtor's Plan Supplement for Proposed Cure and Motion for Allowance and Payment of Administrative Claim Pursuant to 11 U.S.C. §§ 365(d)(3), 503(b)(1)(A), and 507(a) [Filed: 12/15/20] (Docket No. [1435](#)).

- ee) Preliminary Objection by Ocean Ice Palace, Inc. to Assumption and Assignment of Lease and Demand for Adequate Assurance of Future Performance [Filed: 12/16/20] (Docket No. [1439](#)).
- ff) Response of Multiple Landlords to Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/16/20] (Docket No. [1441](#)).
- gg) Limited Objection of Brixmor Operating Partnership LP, Centennial Real Estate Company, LLC, Centercal Properties, LLC, East West Bank, Federal Realty Investment Trust, GS Pacific ER LLC, Gerrity Group, Inc., Houston Willowbrook LLC, PGIM Real Estate, Realty Income Corporation, Seven Hills Properties 31, LLC, ShopOne Centers Reit Inc., Steve Padis, Jewelry Plus Enterprises, Inc., The Macerich Company, Urban Edge Properties, and Weitzman to the Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/16/20] (Docket No. [1442](#)).
- hh) Amended Objection of Unitas Trust, LAP Empire Avenue, LLC, Brixmor Operating Partnership LP, Centennial Real Estate Company, LLC, CenterCal Properties, LLC, East West Bank, Federal Realty Investment Trust, GS Pacific ER, LLC, Gerrity Group, LLC, JEWELRY PLUS ENTERPRISES, INC., PGIM Real Estate, Realty Income Corporation, STEVE PADIS, Seven Hills Properties 31, LLC, ShopOne Centers REIT Inc., The Macerich Company, Urban Edge Properties, Weitzman To The Notice Of Assumption Or Assumption And Assignment And Cure Costs Relating To Executory Contracts And Unexpired Leases Of The Debtors [Filed: 12/17/20] (Docket No. [1445](#)).
- ii) Objection and Reservation of Rights of Chino Central Group, LLC to the Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/17/20] (Docket No. [1450](#)).
- jj) Objection and Reservation of Rights of Hudson Met Park North, LLC to the Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/18/20] (Docket No. [1469](#)).
- kk) Limited Objection and Reservation of Rights of MM/PG (Bayfair) Properties LLC in Connection with the Cure Amount Provided in the Amended Plan Supplement to First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/21/20] (Docket No. [1494](#)).
- ll) Objection of Sunnyvale Shopping Center, LLC to the Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and

Unexpired Leases of the Debtors (Concerning Store No. 887) [Filed: 12/28/20] (Docket No. [1524](#)).

- mm) Objection of Comcast Cable Communications Management, LLC to the Debtors' Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases [Filed: 12/28/20] (Docket No. [1525](#)).
- nn) Objection and Reservation of Rights of Kin Properties, Inc. and Masue LLC Regarding Notice of Assumption or Assumption and Assignment and Cure Costs Related to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/28/20] (Docket No. [1526](#)).
- oo) Objection of West Hollywood Development Co., LLC to Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/28/20] (Docket No. [1527](#)).
- pp) Objection of The Irvine Company, LLC and Spring Shopping Center, LLC, to Proposed Cure Amounts and Assumption and Assignment of Certain Leases Pursuant to Debtors' Joint Chapter 11 Plan of Reorganization [Filed: 12/28/20] (Docket No. [1528](#)).
- qq) Oracle America, Inc.'s Limited Objection to Debtors' Proposed Assumption of Executory Contracts [Filed: 12/28/20] (Docket No. [1530](#)).
- rr) Limited Objection of ABP Pearl Highlands LLC to Debtors' Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/28/20] (Docket No. [1535](#)).
- ss) Objection of Miracle Mile Properties, LP with Respect to the Assumption or Assumption and Assignment of Unexpired Lease [Filed: 12/29/20] (Docket No. [1540](#)).

Related Documents:

- a) Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Debtor Affiliates [Filed: 10/7/20] (Docket No. [1016](#)).
- b) Disclosure Statement for Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Debtor Affiliates [Filed: 10/7/20] (Docket No. [1017](#)).
- c) Notice of Filing of First Amendment to Restructuring Support Agreement [Filed: 11/2/20] (Docket No. [1142](#)).
- d) Notice of Filing of Exhibits to Disclosure Statement for Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Debtor Affiliates

(Liquidation Analysis and Financial Projections) [Filed: 11/16/20] (Docket No. [1174](#)).

- e) First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Debtor Affiliates [Filed: 11/16/20] (Docket No. [1231](#)).
- f) Disclosure Statement for First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Debtor Affiliates [Filed: 11/16/20] (Docket No. [1233](#)).
- g) Notice of Filing of Blacklines of First Amended Plan and Disclosure Statement [Filed: 11/16/20] (Docket No. [1235](#)).
- h) [Signed] Order (I) Approving Rights Offering Procedures and Related Forms, (II) Authorizing Debtors to Conduct Rights Offering in Connection with Debtors' Plan of Reorganization, (III) Authorizing Entry Into Backstop Commitment Agreement, (IV) Approving Obligations Thereunder, and (V) Granting Related Relief [Filed: 11/16/20] (Docket No. [1241](#)).
- i) [Signed] Order (I) Approving the Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan, and (V) Granting Related Relief [Filed: 11/17/20] (Docket No. [1243](#)).
- j) Disclosure Statement for First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Debtor Affiliates [Filed: 11/17/20] (Docket No. [1246](#)).
- k) Notice of Filing of Blacklines of Solicitation Versions of First Amended Plan and Disclosure Statement [Filed: 11/17/20] (Docket No. [1247](#)).
- l) Affidavit of Publication Regarding Notice of (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date, (III) Telephonic Hearing on Confirmation of the Proposed Plan, (IV) Procedures for Objecting to the Confirmation of the Proposed Plan, (V) Procedures and Deadline for Voting on the Proposed Plan [Filed: 11/25/20] (Docket No. [1274](#)).
- m) Rights Offering Materials [Filed: 11/25/20] (Docket No. [1279](#)).
- n) Affidavit of Service of Solicitation Materials and Notice of (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date, (III) Telephonic Hearing on Confirmation of the Proposed Plan, (IV) Procedures for Objecting to the Confirmation of the Proposed Plan, (V) Procedures and Deadline for Voting on the Proposed Plan [Filed: 11/30/20] (Docket No. [1285](#)).

- o) Notice of Filing of Plan Supplement to First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/4/20] (Docket No. [1301](#)).
- p) Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/5/20] (Docket No. [1302](#)).
- q) Notice of Continued Hearing to Consider Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/5/20] (Docket No. [1389](#)).
- r) Memorandum of Law in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/17/20] (Docket No. [1459](#)).
- s) Declaration of Daniel Hugo in Support of Confirmation of the Debtors' First Amended Joint Chapter 11 Plan of Reorganization [Filed: 12/17/20] (Docket No. [1460](#)).
- t) Declaration of Tyler W. Cowan in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/17/20] (Docket No. [1461](#)).
- u) Declaration of James Daloia of Prime Clerk LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/17/20] (Docket No. [1462](#)).
- v) [Revised] First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/18/20] (Docket No. [1478](#)).
- w) Notice of Filing of Blackline of Revised Version of First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/18/20] (Docket No. [1480](#)).
- x) Notice of Filing of Proposed Order (I) Confirming the First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors and (II) Granting Related Relief [Filed: 12/19/20] (Docket No. [1482](#)).
- y) Notice of Filing of Amended Plan Supplement to First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/20/20] (Docket No. [1484](#)).

- z) Notice of Assumption or Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors [Filed: 12/20/20] (Docket No. [1486](#)).
- aa) [FURTHER REVISED] First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/20/20] (Docket No. [1487](#)).
- bb) Notice of Filing of Blackline of Further Revised Version of First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors [Filed: 12/20/20] (Docket No. [1488](#)).
- cc) Notice of Filing of Revised Proposed Order (I) Confirming the First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors and (II) Granting Related Relief [Filed: 12/20/20] (Docket No. [1489](#)).
- dd) Notice of Filing of Revised Confirmation Objection Chart [Filed: 12/20/20] (Docket No. [1490](#)).
- ee) Notice of Filing of Cure Objection Chart [Filed: 12/20/20] (Docket No. [1491](#)).
- ff) Certification of Counsel Regarding Further Revised Proposed Order (I) Confirming the First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors and (II) Granting Related Relief [Filed: 12/21/20] (Docket No. [1506](#)).
- gg) [Signed] Order (I) Confirming First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors and (II) Granting Related Relief [Filed: 12/22/20] (Docket No. [1508](#)).
- hh) Notice of Effective Date and Entry of Order (I) Confirming First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors and (II) Granting Related Relief [Filed: 12/30/20] (Docket No. [1551](#)).
- ii) Exhibit A to Amended Notice of Agenda of Matters Scheduled for Telephonic Hearing on January 12, 2021 at 11:00 a.m. (Eastern Time) ("Amended Cure Objection Response Chart") [Filed: 1/12/21] [Docket No. [1591-1](#)].

Cure Objections Status: To the extent not withdrawn or resolved, all cure objections are adjourned to the next omnibus hearing date on June 22, 2021 at 10:00 a.m. Eastern Time, with the Reorganized Debtor's corresponding Response Deadline extended to June 15, 2021 at 4:00 p.m. Eastern Time. Attached hereto as Exhibit A is a revised status chart from the version filed with the notice of agenda at Docket No. 65.

6. **Westfield Admin Claim Motion** – Motion by Westfield, LLC and Affiliates for Order Allowing and Directing Payment of Administrative Claims (Unpaid Rent) Pursuant to 11 U.S.C. §§ 503(b) and 365(d)(3) [Filed: 3/26/21] (Docket No. 20).

Response Deadline: June 28, 2021 (Claims Objection Deadline under the Plan).

Responses Received: None.

Related Documents:

- a) Supplement to Motion by Westfield, LLC and Affiliates for Order Allowing and Directing Payment of Administrative Claims (Unpaid Rent) Pursuant to 11 U.S.C. §§ 503(b) and 365(d)(3) [Filed: 3/30/21] (Docket No. 34).
- b) Notice of Motion by Westfield, LLC and Affiliates for Order Allowing and Directing Payment of Administrative Claims (Unpaid Rent) Pursuant to 11 U.S.C. §§ 503(b) and 365(d)(3) [Filed: 3/30/21] (Docket No. 37).

Status: This matter is adjourned to a date to be determined following the June 28, 2021 objection deadline.

7. **Rhame Relief Motion** – Motion of Nenita Aguilar Rhame for Relief from Confirmation Order Pursuant to Fed. R. Civ. P. 60(b) and Fed. R. Bankr. P. 9024 and/or for a Declaration That the Plan Injunction Does Not Apply [Filed: 4/29/21] (Docket No. 82).

Response Deadline: May 12, 2021 at 4:00 p.m. Eastern Time (extended for the Debtors to June 15, 2021).

Responses Received: None.

Related Documents: None as of the date hereof.

Status: This matter is adjourned to the omnibus hearing on June 22, 2021 at 10:00 a.m. Eastern Time.

#### **MATTERS FOR WHICH COCS OR CNOS HAVE BEEN FILED**

8. **Fifth Omnibus Claims Objection** – Reorganized Company's Fifth (Substantive) Omnibus Objection to Certain Non-Qualified Deferred Compensation Plan Claims [Filed: 4/19/21] (Docket No. 73).

Response Deadline: May 5, 2021 at 4:00 p.m. Eastern Time.

Responses Received: None.

Related Documents:

- a) Notice of Submission of Proofs of Claim in Connection with the Reorganized Company's Fifth (Substantive) Omnibus Objection to Certain Non-Qualified Deferred Compensation Plan Claims [Filed: 5/5/21] (Docket No. [85](#)).
- b) Certification of No Objection Regarding Reorganized Company's Fifth (Substantive) Omnibus Objection to Certain Non-Qualified Deferred Compensation Plan Claims [Filed: 5/17/21] (Docket No. [102](#)).
- c) **[Signed] Order Sustaining the Reorganized Company's Fifth (Substantive) Omnibus Objection to Certain Non-Qualified Deferred Compensation Plan Claims [Filed: 5/17/21] (Docket No. [109](#)).**

**Status: An order has been entered on this matter.**

9. **Sixth Omnibus Claims Objection** – Reorganized Company's Sixth (Substantive) Omnibus Objection to Reclassify Certain Misclassified Claims [Filed: 4/19/21] (Docket No. [74](#)).

**Response Deadline:** May 5, 2021 at 4:00 p.m. Eastern Time.

**Responses Received:**

- a) Response of Amritpal Singh [Filed: 5/4/21] (Docket No. [84](#)).

**Related Documents:**

- a) Notice of Submission of Proofs of Claim in Connection with the Reorganized Company's Sixth (Substantive) Omnibus Objection to Reclassify Certain Misclassified Claims [Filed: 5/5/21] (Docket No. [86](#)).
- b) Certification of Counsel Regarding Reorganized Company's Sixth (Substantive) Omnibus Objection to Reclassify Certain Misclassified Claims [Filed: 5/17/21] (Docket No. [103](#)).
- c) **[Signed] Order Sustaining the Reorganized Company's Sixth (Substantive) Omnibus Objection to Reclassify Certain Misclassified Claims [Filed: 5/17/21] (Docket No. [110](#)).**

**Status: An order has been entered on this matter.**

10. **Seventh Omnibus Claims Objection** – Reorganized Company's Seventh (Non-Substantive) Omnibus Objection to Certain Amended and Superseded Claims [Filed: 4/19/21] (Docket No. [75](#)).

**Response Deadline:** May 5, 2021 at 4:00 p.m. Eastern Time.

Responses Received:

- a) Response of Dennis R. Tolton [Filed: 5/12/21] (Docket No. [96](#)).
  - (i) Response of Dennis R. Tolton [Filed: 5/12/21] (Docket No. [1798](#)).
  - (ii) Notice of Deficiency [Filed: 5/12/21] (Docket No. [1799](#)).

Related Documents:

- a) Notice of Submission of Proofs of Claim in Connection with the Reorganized Company's Seventh (Non-Substantive) Omnibus Objection to Certain Amended and Superseded Claims [Filed: 5/5/21] (Docket No. [87](#)).
- b) Certification of Counsel Regarding Reorganized Company's Seventh (Non-Substantive) Omnibus Objection to Certain Amended and Superseded Claims [Filed: 5/17/21] (Docket No. [104](#)).
- c) **[Signed] Order Sustaining the Reorganized Company's Seventh (Non-Substantive) Omnibus Objection to Certain Amended and Superseded Claims [Filed: 5/17/21] (Docket No. [111](#))**

Status: **An order has been entered on this matter.**

**MATTER GOING FORWARD**

- 11. **Kim Stay Motion** – Motion of Soon Kim, Individually and as Representative of Yoon Kim, for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code [Filed: 3/19/21] (Docket No. [13](#)).

Response Deadline: April 6, 2021 at 4:00 p.m. Eastern Time.

Responses Received:

- a) Reorganized Debtor's Objection to Motion of Soon Kim for Modification of Plan Injunction [Filed: 4/7/21] (Docket No. [46](#)).
  - (i) Notice of Filing of Exhibit in Connection with Reorganized Debtor's Objection to Motion of Soon Kim for Modification of Plan Injunction [Filed: 5/17/21] (Docket No. [105](#)).

Replies Received:

- a) Reply of Soon Kim, Individually and as Representative of Yoon Kim, in Support of Motion for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code [Filed: 4/9/21] (Docket No. [49](#)).

- i) Corrected Reply of Soon Kim, Individually and as Representative of Yoon Kim, in Support of Motion for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code [Filed: 4/9/21] (Docket No. 53).

Related Documents: None as of the date hereof.

Status: **This matter has been resolved and the parties will submit a stipulation under certification of counsel.**

Dated: May 19, 2021  
Wilmington, Delaware

**PACHULSKI STANG ZIEHL & JONES LLP**

*/s/ Peter J. Keane*

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*Attorneys for the Reorganized Company*

**Exhibit A**

**Amended Cure Objection Response Chart<sup>1</sup>**

| No. | Dkt. No. | Objecting Party   | Summary of Objection   | Debtors' Response  |
|-----|----------|---|--|--|
| 1.  | 1322     | Lasalle, LP and AAP Trust (formerly Goodman Enterprises, LLC) | A. Objecting Party asserts that the total Cure Amount is \$484,225.45.   | A. This Objection has been withdrawn.  |
| 2.  | 1338     | Safeway, Inc.   | A. Objecting Party asserts that the total Cure Amount is \$662,762.<br><br>B. Objecting Party objects to the assignment of its lease.                  | A. This Objection has been resolved consensually between the parties.<br><br>B. This Objection has been resolved consensually between the parties.   |
| 3.  | 1342     | K-5 Signs and Graphics, Inc.                                  | A. Objecting Party objects to assumption of leases subject to mechanics absent payment in full of any amounts owed on account of such mechanics liens. | A. The Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time. |
| 4.  | 1343     | Shops at Bella Terra Owner, LP                                | A. Objecting Party asserts that the total Cure Amount is \$490,316.69.   | A. This Objection has been resolved consensually between the parties subject to the Debtors' payment of the Cure Amount of \$274,536.14.   |
| 5.  | 1346     | Brookfield Properties Retail,                                 | A. Objecting Parties assert that the total Cure Amount for   | A. The Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will   |

<sup>1</sup> This chart amends the cure objection response chart filed at Docket No. 1491 on December 21, 2020. Defined terms used but not defined herein shall have the meanings ascribed to such terms in the *Memorandum of Law in Support of Confirmation of First Amended Joint Chapter 11 Plan of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors*, filed on December 17, 2020 [Docket No. 1459], (the “**Confirmation Brief**”). As used herein, the “**Assumption Schedule**” shall refer to Exhibit B and Exhibit C annexed to the *Notice of Filing of Amended Plan Supplement to First Amended Joint Chapter 11 Plan of Reorganization of 24 Hour Fitness Worldwide, Inc. and Its Affiliated Debtors*, filed on December 21, 2020 [Docket No. 1484], as may be further supplemented, modified, amended from time to time.

**Amended Cure Objection Response Chart<sup>1</sup>**

|    |      |  |   |  |
|----|------|--|---|--|
|    |      | Inc, <i>et al.</i>                               | <p>the following leases is:</p> <p>Willowbrook: \$14,554.80<br/>                     RPI Carlsbad: \$1,224,795.87<br/>                     NewPark: \$957,355.59<br/>                     150 Sylvan: \$99,611.94<br/>                     Equity One: \$726,717<br/>                     Regency: \$208,386.25<br/>                     Crocodile Falcon: \$128,970.75<br/>                     Flatacres: \$169,615.04<br/>                     Cornerstar: \$159,534.15</p> <p>B. Objecting Party asserts that the Debtors or Reorganized Debtors should be responsible for all post-Effective Date obligations under the assumed leases, and make timely payment of all postpetition rent and additional rent due under the leases.</p> | <p>be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> <p>B. The Debtors will assume all obligations under the assumed leases, as amended, upon the Effective Date, including any post-Effective Date obligations. Upon assumption, the Debtors will cure any pre- and postpetition defaults in accordance with section 365(b)(1) of the Bankruptcy Code except as otherwise agreed between the parties.</p> |
| 6. | 1350 | Post Road Plaza Leasehold, LLC                   | <p>A. In the event that the lease amendment between the Debtors and the Objecting Party is not approved or the Debtors do not comply with the lease amendment, the actual Cure Amount for pre- and postpetition arrears will be substantial.</p> <p>B. Certain amounts under the lease and lease amendment that are accrued but payable in arrears cannot be calculated at this time but must be paid as they come due under the lease and lease amendment.</p>   | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p>  |
| 7. | 1351 | Wendt Industries, Inc. d/b/a Club Resource Group | <p>A. Objecting Party objects to assumption of leases subject to mechanics absent payment in full of any amounts owed on account of such mechanics liens.</p>   | <p>A. The Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by</p>   |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |      |                                       |   |  |
|--|------|---------------------------------------|---|--|
|  |      |                                       |   | such time.   |
| 8.   | 1355 | Grove at Winter Park, LLC             | A. Objecting Party asserts that the total Cure Amount is \$139,847.98.  | A. This Objection has been withdrawn.  |
| 9.   | 1356 | Icon Owner Pool 1 West/Southwest, LLC | A. Objecting Party reserves the right to object to its proposed cure amount if its lease becomes included on an assumption schedule.<br><br>B. Objecting Party argues that any proposed rejection of its lease should not occur until the premises are vacated.   | A. This Objection has been withdrawn.<br><br>B. This Objection has been withdrawn.   |
| 10.  | 1365 | EQYInvest Owner II, Ltd, LLP          | A. Objecting Party asserts that the total Cure Amount is \$19,458.18.   | A. This Objection has been withdrawn.  |
| 11.  | 1370 | Koko Marina Holdings, LLC             | A. Objecting Party asserts that the total Cure Amount is \$220,499.38.<br><br>B. Objecting Party objects to the assumption of its lease as it has expired and Debtors failed to effectively exercise the option to extend the Lease term.<br><br>C. Objecting Party argues that the Debtors must demonstrate adequate assurance of future performance under the lease pursuant to section 365(b)(1) of the Bankruptcy Code.<br><br>D. Objecting Party argues that inclusion on the “conditional assumption” schedule is improper. | A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.<br><br>B. The Debtors and the Objecting Party have agreed to adjourn this objection to a later hearing date. All the Objecting Party’s arguments raised in the Objection, and the Debtors’ defenses thereto, are reserved.<br><br>C. Upon emergence from these chapter 11 cases and assumption of their leases, the Debtors will ensure that they meet all lease obligations, as amended between the parties. As described in Section M of the Confirmation Brief, ¶¶ 5–9 of the Cowan Declaration, and Section I of the Hugo Declaration, the Debtors will have sufficient liquidity to meet their obligations under |

Amended Cure Objection Response Chart<sup>1</sup>

|     |              |  |  |  |
|-----|--------------|--|--|--|
|     |              |  |  | <p>the Plan, including payment of obligations under the lease (including any amendments) as they come due.</p> <p>D. In the Amended Assumption Schedule, the Objecting Party's lease is included on the list of assumed leases, without conditionality. Therefore, this Objection is moot.</p>   |
| 12. | 1373<br>1483 | Westfield, LLC; Mission Valley Shoppingtown, LLC; North County Fair LP and Escondido Associates, LP; West Valley Owner, LLC; and UTC Venture LLC | <p>A. Objecting Parties assert that the total Cure Amount for each of the following leases is:</p> <p>Mission Valley: \$295,328.77<br/>North County Fair: \$948,866.16<br/>West Valley: \$1,239,349.01<br/>UTC: \$1,060,761.66</p> <p>B. Objecting Parties object to any assumption and/or assignment of the leases without first providing adequate assurances of future performance.</p> <p>C. Objecting Parties request any assumption or assignment to be <i>cum onere</i>, and any proposed assignee must assume liability for all adjustments and indemnity obligations.</p> | <p>A. The Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> <p>B. Upon emergence from these chapter 11 cases and assumption of their leases, the Debtors will ensure that they meet all lease obligations, as amended between the parties. As described in Section M of the Confirmation Brief, ¶¶ 5–9 of the Cowan Declaration, and Section I of the Hugo Declaration, the Debtors will have sufficient liquidity to meet their obligations under the Plan, including payment of obligations under the lease (including any amendments) as they come due.</p> <p>C. The Debtors will assume both the benefits and obligations under the lease (subject to any amendments or modifications). All accrued amounts not yet billed, and any post-Effective Date charges, will be paid by the Reorganized Debtors in accordance with the lease (subject to any amendments or modifications).</p> |
| 13. | 1374         | 1830-1850 Ocean Avenue, LLC  | <p>A. Objecting Party asserts that the total Cure Amount is \$143,510.96.</p>  | <p>A. This Objection has been resolved consensually between the parties.</p>   |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |      |   |   |   |
|-----|------|---|---|---|
| 14. | 1375 | Glade Inline 2, LLC   | <p>A. Objecting Party asserts that the total Cure Amount is \$199,465.71.</p> <p>B. Objecting Party requires that any assumption and assignment specifically provide that the assignee be responsible for year-end adjustments or charges that come due post-assignment, regardless of whether the charges relate to pre-assignment responsibilities that are not billed as of assignment date.</p> | <p>A. The Debtors rejected this lease. Therefore, this Objection is moot.</p> <p>B. The Debtors rejected this lease. Therefore, this Objection is moot.</p> |
| 15. | 1381 | Spirit Master Funding X, LLC  | A. Objecting Party asserts that the total Cure Amount is \$149,433.61.  | A. This Objection has been withdrawn.   |
| 16. | 1384 | Shapell Calaveras LLC   | A. Objecting Party asserts that the total Cure Amount is \$465,605.92.  | A. This Objection has been withdrawn.   |
| 17. | 1385 | US VI Downey, LLC   | A. Objecting Party asserts that the total Cure Amount is \$390,699.80.  | A. This Objection has been withdrawn.   |
| 18. | 1386 | Kimco Realty Corporation;<br>Kimco Lake Prairie TC LP; KIR Fairfax, LP; KIR Vista Balboa, LP; Santee Trolley Square 991, LP; and Whittwood 1768, Inc. | <p>A. Objecting Parties assert that the total Cure Amount for each of the following leases is</p> <p>Kimco Lake Prairie (#699): \$180,475.42<br/>KIR Fairfax (#819): \$307,031.51<br/>KIR Vista Balboa (#892): \$708,514.83<br/>Santee Trolley (#104): \$912,288.76<br/>Whittwood (#123): \$430.91</p>  | A. This Objection has been resolved consensually between the parties.   |
| 19. | 1388 | Huntington South Center, LLC  | A. Objecting Party asserts that the total Cure Amount is \$130,675.46.  | A. This Objection has been withdrawn.   |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |              |   |   |  |
|--|--------------|---|---|--|
|  |              |   |   |  |
| 20.  | 1390<br>1531 | Mililani Shopping Center, LLC               | <p>A. Objecting Party asserts that the total Cure Amount is \$414,272.34.</p> <p>B. Objecting Party requests any confirmation order authorizing the assumption of the lease should specify that Reorganized Debtors assume these obligations when due, regardless of whether they relate to pre- or post-Effective Date, and regardless of whether such charges are accrued, but unbilled. Any assumption of the lease must be <i>cum onere</i>.</p> <p>C. Objecting Party requests that Debtors, pursuant to the Lease, must indemnify all obligations, regardless of when they arose.</p> | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p> <p>C. This Objection has been resolved consensually between the parties.</p>                                   |
| 21.  | 1391         | Crimson/RELP/<br>Springwoods<br>24HFP, LLC  | <p>A. Objecting Party asserts that the total Cure Amount is \$162,518.59.</p> <p>B. Objecting Party objects to the Debtors' attempt to conditionally assume the Lease and requests any assumption of the lease to be <i>cum onere</i>.</p>  | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p>  |
| 22.  | 1392         | Caplow Denver, LLC and Denver Exchange, LLC | <p>A. Objecting Parties assert that the total Cure Amount is \$699,978.12.</p> <p>B. Objecting Parties assert that the lease expired on August 31, 2020 making Debtors a holdover tenant and thus the only interest to assume is the Debtor's holdover status.</p> <p>C. Objecting Parties request, if the Court finds Debtors exercised its lease renewal Option, that Debtors</p>   | <p>A. The Objection has been resolved consensually between the parties with a Cure amount of \$409,515.98.</p> <p>B. This Objection has been resolved consensually between the parties.</p> <p>C. This Objection has been resolved consensually between the parties.</p> |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |            |   |   |   |
|-----|------------|---|---|---|
|     |            |   | provide adequate assurance of future performance of all future lease obligations.   |   |
| 23. | 1393       | 24 HR – TX (TX), LP and FIT (TX), LP        | <p>A. Objecting Party asserts that the total Cure Amount for both leases is all unpaid lease obligations.</p> <p>B. Objecting Party objects to Lease assumption without confirmation that any tenant liabilities that have accrued, but not yet due under the lease (as amended) will be paid when due under the Lease.</p> | <p>A. The Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> <p>B. The Debtors will assume both the benefits and obligations under the lease (subject to any amendments or modifications). All accrued amounts not yet billed, and any post-Effective Date charges, will be paid by the Reorganized Debtors in accordance with the lease (subject to any amendments or modifications).</p> |
| 24. | 1396       | 1601 PCH, LP                                | <p>A. Objecting Party asserts that the total Cure Amount is \$659,000.</p> <p>B. Objecting Party objects to the assumption of the lease absent specific inclusion on the Amended Assumption Schedule.</p>   | <p>A. This Objection has been withdrawn.</p> <p>B. This Objection has been withdrawn.</p>   |
| 25. | 1397, 1532 | Gahrahmat Family Limited Partnership II, LP | <p>A. Objecting Party asserts that the total Cure Amount is \$126,306.15.</p>   | <p>A. This Objection has been resolved consensually between the parties.</p>  |
| 26. | 1398       | Village FV, Ltd                             | <p>A. Objecting Party asserts that the total Cure Amount is \$571,002.45.</p>   | <p>A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p>   |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |              |  |   |  |
|-----|--------------|--|---|--|
| 27. | 1399<br>1521 | AmCap Austin Bluffs LLC;<br>AmCap Tiffany LLC; and ADLP-U&A, LLC | <p>A. Objecting Parties assert that the total Cure Amount for each of the following leases is:</p> <p>Austin Bluffs: \$94,635.39<br/>Tiffany: \$330,772.24<br/>U&amp;A: \$120,431.34</p>                              | <p>A. The Objection with respect to the Austin Bluffs has been withdrawn.</p> <p>The objection with respect to ADLP-U&amp;A, LLC has been resolved consensually between the parties.</p> <p>With respect to AmCap Tiffany LLC, the Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> |
| 28. | 1400         | Columbus Avenue II LLC   | <p>A. Objecting Party asserts that the total Cure Amount is \$594,678.29.</p> <p>B. Objecting Party requests any assumption of the lease to be <i>cum onere</i>.</p>  | <p>A. This Objection has been withdrawn.</p> <p>B. This Objection has been withdrawn.</p>  |
| 29. | 1401         | United Parcel Service, Inc. and BT-OH, LLC                       | A. Objecting Parties assert that the total Cure Amount is December rent Payment.  | A. This Objection has been withdrawn.  |
| 30. | 1402         | San Antonio Center, II (Los Altos School District)               | <p>A. Objecting Party asserts that the total Cure Amount is \$395,835.28.</p> <p>B. Objecting Party objects to any assumption of the lease without first providing for adequate assurances of future performance.</p> | <p>A. This Objection has been withdrawn.</p> <p>B. This Objection has been withdrawn.</p>  |
| 31. | 1403         | 111 Sutter Street Owner LP                                       | A. Objecting Party asserts that the total Cure Amount is \$422,635.54.  | A. This Objection has been withdrawn.  |
| 32. | 1404         | Mann Enterprises,  | A. Objecting Party asserts that the total Cure Amount is  | A. This Objection has been withdrawn.  |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |      |                                |  |   |
|--|------|--------------------------------|--|---|
|  |      | Inc.                           | \$344,232.87.  |   |
| 33.  | 1405 | Willow Glen Shopping Center    | <p>A. Objecting Party asserts that the total Cure Amount is \$298,309.61.</p> <p>B. Objecting Party projects that Debtor will miss future payments and obligations under the terms of the proposed modification, which also must be added to the cure amount.</p>  | <p>A. This Objection has been withdrawn.</p> <p>B. This Objection has been withdrawn.</p>   |
| 34.  | 1406 | Cole 24 Orlando FL, LLC        | <p>A. Objecting Party asserts that the total Cure Amount is \$81,306.46.</p> <p>B. Objecting Party objects to any assumption and assignment of the lease without providing for adequate assurances of future performance.</p> <p>C. Objecting Party requests Debtors and any assignee to acknowledge, and any Court order approving assumption or assignment must provide that Debtor or assignee are liable for amounts that have accrued but not yet come due; and year-end reconciliations will be made by Debtor or assignee when due under the lease.</p> <p>D. Objecting Party objects to any assumption or assignment to the extent that it does not obligate Debtor or assignee to indemnify all obligations, regardless of when they arose.</p> | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p> <p>C. This Objection has been resolved consensually between the parties.</p> <p>D. This Objection has been resolved consensually between the parties.</p> |
| 35.  | 1407 | Continental 1500 Rosecrans LLC | A. Objecting Party asserts that the total Cure Amount is \$675,254.70.   | A. This Objection has been resolved consensually between the parties.   |
| 36.  | 1409 | LBG Hilltop, LLC               | A. Objecting Party asserts that the total Cure Amount is   | A. This Objection has been withdrawn.   |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |      |   |  |  |
|--|------|---|--|--|
|  |      |   | \$597,962.33.  |  |
| 37.  | 1410 | HGV Commercial, LLC   | A. Objecting Party asserts that the total Cure Amount is \$143,173.73.   | A. This Objection has been withdrawn.  |
| 38.  | 1412 | 93 Bovet Lease Partners, LLC  | A. Objecting Party asserts that the total Cure Amount is \$344,592.55.<br><br>B. Objecting Party objects to assumption of the Sublease unless Debtor compensates for any actual pecuniary loss, including attorneys' fees.   | A. This Objection has been withdrawn.<br><br>B. This Objection has been withdrawn.   |
| 39.  | 1413 | Agree Littleton CO LLC  | A. Objecting Party asserts that the total Cure Amount is \$121,949.57.   | A. This Objection has been resolved consensually between the parties.  |
| 40.  | 1414 | VEREIT Real Estate, LP; Woodlands Sport; and Indio Jackson St Sport | A. Objecting Parties assert that the total Cure Amount for each of the following leases is:<br><br>Woodlands: \$400,786.71<br>Indio: \$692,733.77<br><br>B. Objecting Parties object to any assumption of the lease without providing for adequate assurances of future performance.<br><br>C. Objecting Parties requests that Debtors and any assignee to acknowledge, and any Court order approving assumption or assignment must provide that Debtor or assignee are liable for amounts that have accrued but not yet come due; and year-end reconciliations will be made by Debtor or assignee | A. This Objection has been resolved consensually between the parties.<br><br>B. This Objection has been resolved consensually between the parties.<br><br>C. This Objection has been resolved consensually between the parties.<br><br>D. This Objection has been resolved consensually between the parties. |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |      |                          |   |  |
|-----|------|--------------------------|---|--|
|     |      |                          | when due under the leases.<br><br>D. Objecting Parties object to any assumption or assumption and assignment to the extent that it does not obligate Debtor or assignee to indemnify all obligations, regardless of when they arose.  |  |
| 41. | 1415 | Park Square UCF, LLC     | A. Objecting Party asserts that the total Cure Amount is \$150,745.17.  | A. This Objection has been resolved consensually between the parties.  |
| 42. | 1416 | SMBP LLC                 | A. Objecting Party asserts that the total Cure Amount is \$1,788,781.74.<br><br>B. Objecting Party requests that any order confirming the Plan should ratify the Plan provision that provides upon assumption of a lease, the Debtors or Reorganized Debtors are obligated to pay any accrued but unbilled amounts under the lease, regardless of whether the claim arose before or after the Petition Date.<br><br>C. Objecting Party objects to assumption of the lease unless Debtor compensates for any actual pecuniary loss, including attorneys' fees. | A. This Objection has been withdrawn.<br><br>B. This Objection has been withdrawn.<br><br>C. This Objection has been withdrawn.<br><br>D. This Objection has been withdrawn. |
| 43. | 1417 | OB Frank Properties, LLC | A. Objecting Party asserts that the total Cure Amount is \$130,667.51.<br><br>B. Objecting Party objects to assumption of the lease unless Debtor compensates for any actual pecuniary loss, including attorneys' fees.   | A. This Objection has been withdrawn.<br><br>B. This Objection has been withdrawn.   |
| 44. | 1418 | Dome Entertainment       | A. Objecting Parties assert that the total Cure Amount  | A. This Objection with respect to the Anaheim Gateway lease has been withdrawn. The Objection with respect   |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |      |   |  |  |
|-----|------|---|--|--|
|     |      | Center, Inc. and Anaheim Gateway, LLC   | <p>under each of the following leases is:</p> <p>Dome Entertainment: \$1,225,548.21<br/>Anaheim Gateway: Awaiting execution of lease amendments for Cure Amount</p> <p>B. Objecting Parties object to assumption of the leases unless Debtor compensates for any actual pecuniary loss, including attorneys' fees.</p>   | <p>to the Dome Entertainment lease is moot because such lease was rejected by the Debtors.</p> <p>B. This Objection with respect to the Anaheim Gateway lease has been withdrawn. The Objection with respect to the Dome Entertainment lease is moot because such lease was rejected by the Debtors.</p> |
| 45. | 1419 | Broadmoor Towne Center, LLC   | A. Objecting Party asserts that the total Cure Amount is \$216,384.  | A. This Objection has been withdrawn.  |
| 46. | 1420 | Simon Property Group, Inc.  | A. Objecting Party asserts that the total Cure Amount is \$373,452.30.   | A. This Objection has been withdrawn.  |
| 47. | 1421 | 80-02 Leasehold LLC   | A. Objecting Party asserts that the total Cure Amount is \$107,116.35.   | A. This Objection has been withdrawn.  |
| 48. | 1422 | Lowry Denver Fitness, LP; Hancock Fitness, LP; and Phoenix Metro Center Fitness | <p>A. Objecting Parties assert that the total Cure Amount under each of the following leases is:</p> <p>Lowry Denver: \$377,532.51<br/>Hancock Fitness: \$241,287.70<br/>Phoenix Metro Center: \$193,949.76</p> <p>B. Objecting Parties request that any assumption of the leases be <i>cum onere</i>, that the Debtors have a continuing obligation to pay additional rent and charges which has accrued, or will accrue under the leases through any assumption and assignment of the leases and are not yet due.</p> <p>C. Objecting Parties object to assumption of the leases</p> | <p>A. This Objection has been withdrawn.</p> <p>B. This Objection has been withdrawn.</p> <p>C. This Objection has been withdrawn.</p>   |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |      |   |  |   |
|-----|------|---|--|---|
|     |      |   | unless Debtor compensates for any actual pecuniary loss, including attorneys' fees.  |   |
| 49. | 1423 | 525 Colorado LLC  | <p>A. Objecting Party asserts that the total Cure Amount is \$404,506.22.</p> <p>B. Objecting Party objects to any assumption of the lease without first providing for adequate assurances of future performance such as making clear what, if any, triggers exist to allow lenders to cease lending or to declare defaults.</p> <p>C. Objecting Party requests that cure amount should include all such attorneys' fees incurred through the assumption date.</p> | <p>A. This Objection has been withdrawn.</p> <p>B. This Objection has been withdrawn.</p> <p>C. This Objection has been withdrawn.</p>  |
| 50. | 1424 | TA Brentwood, LLC   | <p>A. Objecting Party asserts that the total Cure Amount is \$3,888,408.29.</p>  | <p>A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> |
| 51. | 1425 | Laguna Village Investors, LLC   | <p>A. Objecting Party asserts that the total Cure Amount is \$423,705.98.</p> <p>B. Objecting Party requests any assumption of the lease to be <i>cum onere</i>.</p>   | <p>A. This Objection has been withdrawn.</p> <p>B. This Objection has been withdrawn.</p>   |
| 52. | 1426 | 1301 East Gladstone Street Investors LLC and Vestar California XXI, LLC | <p>A. Objecting Parties assert that the total Cure Amount is under each of the following leases is:</p> <p>Glendora: \$86,782.77<br/>Carmel Mountain: \$147,457.91</p>   | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p>   |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |              |  |   |  |
|--|--------------|--|---|--|
|  |              |  | <p>B. Objecting Parties seek to have cure amounts include amounts that may become due under the leases after the leases are assumed, but which relate to pre-assumption periods.</p> <p>C. Objecting Parties request that any Order the court may enter approving the assumption or assumption and assignment of the lease shall provide that such assumption and assignments are subject to the terms of the lease including indemnification obligations, regardless of when they arose.</p> | <p>C. This Objection has been resolved consensually between the parties.</p>   |
| 53.  | 1427         | 2500 Dunstan LLC                             | <p>A. Objecting Party asserts that the total Cure Amount is \$254,281.69.</p> <p>B. Objecting Party objects to any assumption of the lease without first providing for adequate assurances of future performance.</p> <p>C. Objecting Party objects to the cure amount because it does not include attorneys' fees pursuant to the Lease.</p>   | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p> <p>C. This Objection has been resolved consensually between the parties.</p> |
| 54.  | 1428         | Che Chen Liu and Shu Fen Liu Revocable Trust | <p>A. Objecting Parties assert that the total Cure Amount is \$179,690.88.</p> <p>B. Objecting Parties request payment of all undisputed cure amounts, with an escrow established that is sufficient to pay remaining disputed cure amounts.</p>  | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p>  |
| 55.  | 1429<br>1573 | EPR Fitness, LLC                             | <p>A. Objecting Party asserts that the total Cure Amount is \$392,232.73.</p> <p>B. Objecting Party objects to any assumption with amendments and requests if Debtor will not assume the</p>  | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually</p>   |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |            |                               |  |  |
|-----|------------|-------------------------------|--|--|
|     |            |                               | lease as is, the Court enter an order rejecting the Lease.<br><br>C. Objecting Party objects to any assumption and assignment of the lease without providing for adequate assurances of future performance.  | between the parties.<br><br>C. This Objection has been resolved consensually between the parties.  |
| 56. | 1431, 1534 | San Jose Central Travel, Inc. | A. Objecting Party asserts that the total Cure Amount is \$255,151.86.   | A. This Objection has been withdrawn.  |
| 57. | 1432       | TKG Nordhoff-Tampa Plaza, LLC | A. Objecting Party asserts that the total Cure Amount is \$1,235,019.22.<br><br>B. Objecting Party asserts that the Debtors must comply with all obligations under the lease and any amendments with respect to the postpetition, pre-Effective Date period, and the post-Effective Date period.<br><br>C. Objecting Party asserts that any order approving the assumption and assignment of the lease must provide that the assignment is in accordance with the lease and its indemnification obligations. | A. This Objection has been withdrawn.<br><br>B. This Objection has been withdrawn.<br><br>C. This Objection has been withdrawn.                    |
| 58. | 1435       | Legacy Retail LLC             | A. Objecting Party asserts that the total Cure Amount is \$68,804.01.<br><br>B. Objecting Party requests entry of an Order allowing an administrative expense in the amount of at least \$68,804.01.   | A. This Objection has been resolved consensually between the parties.<br><br>B. This Objection has been resolved consensually between the parties. |
| 59. | 1437       | 3501 E. Chapman               | A. Objecting Party asserts that the total Cure Amount is   | A. This Objection has been withdrawn.  |

| Amended Cure Objection Response Chart <sup>1</sup> |      |  |   |   |
|--|------|--|---|---|
|  |      | LLC                                      | \$89,490.10.  |   |
| 60.  | 1439 | Ocean Ice Palace, Inc.                   | A. Objecting Parties objects to the proposed assignment of its lease to Work Play Fitness, LLC, on the basis that adequate assurance of future performance has not been provided with respect to the proposed assignee.   | A. The Debtors and the Objecting Party have agreed to adjourn this objection to a later hearing date. All the Objecting Party’s arguments raised in the Objection, and the Debtors’ defenses thereto, are reserved.   |
| 61.  | 1441 | 100 California Street LLC, <i>et al.</i> | <p>A. Objecting Parties assert that the total Cure Amounts for the following leases, plus attorneys’ fees, costs, and interest, is:</p> <p>California Street Sport #541: \$299,550.82<br/>                     Torrance Del Amo Super Sport: \$102,305.56<br/>                     Compton Sport #916: \$216,645.71<br/>                     Hayward Super Sport #488: \$77,506.00<br/>                     Parkmoor Active #544: \$0.00<br/>                     Glendale Super Sport #219: \$522,840.50<br/>                     Imperial Marketplace Sport #872: \$95,618.79<br/>                     Anaheim Hills Sport #195: \$279, 148.63<br/>                     Walnut Super Sport #934: \$96,182.78<br/>                     Carlsbad Sport #24: \$0.00<br/>                     1265 Laurel Tree Lane, Suite 200, Carlsbad, CA: \$0.00<br/>                     Oakland Active #532: \$0.00<br/>                     Downtown Long Beach Super Sport #936: \$133,010.19<br/>                     Chino Hills Sport #180: \$71,186.12<br/>                     Castro Valley Active #514: \$65,244.79<br/>                     Paseo Padre Active #543: \$95,690.08</p> <p>B. The Cure Amount must include sums previously deferred by the Objecting Parties that are not yet due under the terms of the applicable agreements. The Debtors must provide the Objecting Parties with adequate assurance that accrued but unbilled</p> | <p>A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> <p>B. The Debtors will assume both the benefits and obligations under the lease (subject to any amendments or modifications). All accrued amounts not yet billed, and any post-Effective Date charges, will be paid by the Reorganized Debtors in accordance with the lease (subject to any amendments or modifications).</p> |

Amended Cure Objection Response Chart<sup>1</sup>

|     |      |  | obligations will be satisfied when billed in the future.  |  |
|-----|------|--|---|--|
| 62. | 1442 | Brixmor Operating Partners LP, <i>et al.</i> | <p>A. Objecting Parties assert that the total Cure Amount for the following leases, plus attorneys' fees, costs, and interest, is:</p> <p>Baytown Shopping Center: \$177,350.29<br/> Clear Lake Camino South: \$57,137.07<br/> Jester Village: \$146,707.97<br/> Orange Grove: \$109,730.45<br/> MainPlace Mall: \$643,197.07<br/> The Collection at RiverPark: \$786,106.50<br/> Lincoln Ave. &amp; Crosby St.: \$138,044.17<br/> Olivo at Mission Hills: \$1,140,110.64<br/> San Antonio Center: \$386,678.91<br/> Eastridge Center: \$556,894.00<br/> Willowbrook Mall: \$166,559.03<br/> Mall 205: \$129,587.39<br/> 1903 Empire Avenue: \$1,538,172.38<br/> Green Acres Mall: \$619,090.53<br/> Lakewood Center: \$966,974.97<br/> Pacific View: \$674,508.70<br/> PR II/MCC South Coast Property: \$256,068.11<br/> 9919 W. Oak Park Blvd.: \$383,930.72<br/> 1265 NW Waterhouse Ave.: \$775,266.60<br/> 465 W. Arlington: \$310,357.00<br/> McKinley Crossroads: \$606,497.73<br/> 2520 Somerville Road: \$419,951.26<br/> Route 4: \$1,390,919.20</p> <p>B. The Cure Amounts must include year-end adjustments and reconciliations.</p> | <p>A. This Objection with respect to PR II/MCC South, Coast Property; Lakewood Center; 9919 W. Oak Park Blvd.; 1265 NW Waterhouse Ave.; 2520 Somerville Road ; and Route 4 have been resolved consensually between the parties.</p> <p>With respect to each of the other leases, the Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> <p>B. The Debtors will assume both the benefits and obligations under the lease (subject to any amendments or modifications). All accrued amounts not yet billed, and any post-Effective Date charges, will be paid by the Reorganized Debtors in accordance with the lease (subject to any amendments or modifications).</p> <p>C. Pursuant to <u>Article V.C</u> and <u>Article V.D</u> of the Plan, Cure Claims shall be satisfied for purposes of section 365(b)(1) of the Bankruptcy Code by payment in cash on the Effective Date or as soon as reasonably practicable thereafter as set forth in the Amended Assumption Schedule; provided that, if there is an unresolved dispute as to the amount of the Cure Claim, the Debtors shall reserve cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment.</p> |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |      |                                |   |   |
|--|------|--------------------------------|---|---|
|  |      |                                | C. Undisputed Cure Amounts must be paid immediately.  |   |
| 63.  | 1450 | Chino Central Group, LLC       | <p>A. Objecting Party asserts that the total Cure Amount is \$715,156.90.</p> <p>B. Objecting Party argues that the Debtors must demonstrate adequate assurance of future performance pursuant to section 365(b)(1) and (3) of the Bankruptcy Code.</p> <p>C. Objecting Party reserves its rights to object to any assignment of the lease absent identification of the proposed tenant, strict compliance with adequate assurance requirements of section 365 of the Bankruptcy Code, and sufficient notice.</p> | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p> <p>C. This Objection has been resolved consensually between the parties.</p>  |
| 64.  | 1469 | Hudson Met Park North, LLC     | A. Objecting Party asserts that they are entitled to cure of postpetition defaults in addition to the prepetition cure amounts reflected in the Assumption Schedule.  | A. This Objection has been resolved consensually between the parties with the understanding that the “Past Due Rent” as defined in Section 5 of the Fifth Amendment to Lease, dated as of November 19, 2020 (the “ <u>Lease Amendment</u> ”), will be paid in accordance with the Lease Amendment.  |
| 65.  | 1483 | Westfield LLC – Mission Valley | <p>A. Objecting Party asserts that the applicable lease cannot be assumed because it is a contract for “financial accommodations” for the benefit of the Debtors pursuant to section 365(c)(2) of the Bankruptcy Code.</p> <p>B. Objecting Party asserts that even if the applicable lease can be assumed, the Objecting Party may have the right to terminate the lease due to certain contingencies in the lease not having been satisfied.</p>   | <p>A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> <p>B. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such</p> |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |            |                                 |   |  |
|--|------------|---------------------------------|---|--|
|  |            |                                 |   | time.  |
| 66.  | 1494       | MM/PG (Bayfair) Properties LLC  | A. Objecting Party asserts that the total Cure Amount is \$200,000.00.  | A. This Objection has been resolved consensually between the parties.  |
| 67.  | 1502       | Howard Building, Hawthorne X    | A. Objecting Party asserts that the total Cure Amount is \$1,201,540.53.<br><br>B. Objecting Party asserts that, by listing the Objecting Party's lease on the Assumption Schedule with qualifies regarding whether assumption will occur, the Debtors have attempted to provide themselves with additional time to make a determination with respect to assumption rather than complying with section 365(d)(4) of the Bankruptcy Code.  | A. This Objection has been withdrawn.<br><br>B. This Objection has been withdrawn.   |
| 68.  | 1512, 1549 | Transform Operating Stores, LLC | A. Objecting Party asserts that the total Cure Amount is \$373,268.68 plus attorneys' fees, interest, late charges, and other costs and expenses for repairs, maintenance, and building or other violations or environmental costs provided under the lease.  | A. This Objection has been withdrawn.  |
| 69.  | 1523, 1533 | Newkoa, LLC                     | A. Objecting Party asserts that the total Cure Amount is \$266,540.19.<br><br>B. Objecting Party objects to any assumption and assignment of the lease without providing for adequate assurance of future performance.<br><br>C. Objecting Party requests that the Debtors and any assignee acknowledge, and any Court order approving assumption or assignment must provide that the Debtors or assignee are liable for amounts that have accrued but not yet come due, and year-end | A. This Objection has been withdrawn.<br><br>B. This Objection has been withdrawn.<br><br>C. This Objection has been withdrawn.<br><br>D. This Objection has been withdrawn. |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |      |  |  |   |
|-----|------|--|--|---|
|     |      |  | <p>reconciliations will be made by the Debtors or assignee when due under the lease.</p> <p>D. Objecting Party objects to any assumption or assumption and assignment to the extent that it does not obligate the Debtors or assignee to indemnify all obligations, regardless of when they arose.</p>   |   |
| 70. | 1524 | Sunnyvale Shopping Center, LLC               | <p>A. Objecting Party asserts that the total Cure Amount is \$767,638.75, plus attorneys' fees in the amount of \$7,500.00.</p> <p>B. In the event reconciliations or insurance and common area maintenance and actual expenses under the lease result in additional charges to the Debtors, such charges are part of the Cure Amount and should be promptly paid in full.</p> | <p>A. This Objection has been resolved consensually between the parties.</p> <p>B. This Objection has been resolved consensually between the parties.</p>   |
| 71. | 1525 | Comcast Cable Communications Management, LLC | <p>A. Based on vague descriptions provided by the Debtors in the Assumption Schedule, the Objecting Party is unable to determine which of its agreements and accounts the Debtors intend to assume and which they intend to reject.</p> <p>B. Objecting Party asserts that the total Cure Amount is \$1,715.88.</p>  | <p>A. The Debtors have provided more detailed descriptions of the assumed and rejected agreements to the Objecting Party in an effort to resolve this Objection.</p> <p>B. The Debtors agree to a Cure Amount of \$1,715.88 and therefore believe this Objection is resolved.</p>                             |
| 72. | 1526 | Kin Properties, Inc. and Masue LLC           | <p>A. Objecting Parties assert that the total Cure Amount is \$288,123.98.</p> <p>B. Objecting Parties reserve their right to amend or supplement any statement of Cure Amount as necessary or appropriate under the circumstances, including without limitation to account for year-end</p>   | <p>A. The Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.</p> <p>B. The Debtors will assume both the benefits and</p> |

**Amended Cure Objection Response Chart<sup>1</sup>**

| <b>Amended Cure Objection Response Chart<sup>1</sup></b> |      |   |   |  |   |
|--|------|---|---|--|---|
|  |      |   | adjustments not yet billed or due under the terms of the lease, amounts that become due and owing after the date of the Objection and prior to the time the lease is actually assumed, and amounts that the Objecting Parties become aware of after the date of the Objection.                                  |  | obligations under the lease (subject to any amendments or modifications). All accrued amounts not yet billed, and any post-Effective Date charges, will be paid by the Reorganized Debtors in accordance with the lease (subject to any amendments or modifications).   |
| 73.  | 1527 | West Hollywood Development Co., LLC                 | A. Objecting Party asserts that the total Cure Amount is \$96,500.  |  | A. This Objection has been resolved consensually between the parties.   |
| 74.  | 1528 | Irvine Company, LLC and Spring Shopping Center, LLC | A. Objecting Parties assert that the total Cure Amount for the following leases, plus attorneys' fees, costs, and interest, is:<br><br>Irvine Center (#196): \$675,431.47<br>Irvine Marketplace (#894): \$756,519.71<br>Spring Shopping Center (#186): \$153,971.50   |  | A. The Debtors are working with counsel to the Objecting Parties to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.  |
| 75.  | 1529 | H&A Properties L.P.                                 | A. Objecting Party asserts that the total Cure Amount is \$389,306.46, inclusive of attorneys' fees.  |  | A. This Objection has been withdrawn.   |
| 76.  | 1530 | Oracle America, Inc.                                | A. The Debtors have not provided a complete description of the Objecting Party's agreements.<br><br>B. Objecting Party asserts that the total Cure Amount is \$731,963.20.<br><br>C. The Debtors must provide adequate assurance of future performance before assuming any of the Objecting Party's agreements. |  | A. The Debtors have provided more detailed descriptions of the assumed and rejected agreements to the Objecting Party in an effort to resolve this Objection.<br><br>B. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.<br><br>C. Upon emergence from these chapter 11 cases and assumption of their leases, the Debtors will ensure that |

Amended Cure Objection Response Chart<sup>1</sup>

| Amended Cure Objection Response Chart <sup>1</sup> |      |                                    |  |  |
|--|------|------------------------------------|--|--|
|  |      |                                    |  | they meet all lease obligations, as amended between the parties. As described in Section M of the Confirmation Brief, ¶¶ 5–9 of the Cowan Declaration, and Section I of the Hugo Declaration, the Debtors will have sufficient liquidity to meet their obligations under the Plan, including payment of obligations under the lease (including any amendments) as they come due. |
| 77.  | 1535 | ABP Pearl Highlands LLC            | A. Objecting Party asserts that the total Cure Amount is \$1,069,053.64. | A. This Objection has been resolved consensually between the parties.  |
| 78.  | 1536 | Huamai...Lani, LLC                 | A. Objecting Party asserts that the total Cure Amount is \$200,075.68.   | A. This Objection has been withdrawn.  |
| 79.  | 1540 | Miracle Mile Properties, LP        | A. Objecting Party asserts that the total Cure Amount is \$789,839.85.   | A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.   |
| 80.  | N/A  | Sunbrewer Partners LP              | A. Objecting Party asserts that the total Cure Amount is \$196,642.39.   | A. This Objection has been resolved consensually between the parties with a Cure Amount of \$196,478.33.   |
| 81.  | N/A  | Palms 24 LLC                       | A. Objecting Party asserts that the total Cure Amount is \$38,706.41.    | A. This Objection has been resolved consensually between the parties.  |
| 82.  | N/A  | FW-CA Rancho San Diego Village LLC | A. Objecting Party asserts that the total Cure Amount is \$341,062.98.   | A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time.   |
| 83.  | N/A  | Rosen Investment Co.               | A. Objecting Party submitted an inquiry with respect to the Cure Amount. | A. This Objection has been resolved consensually between the parties.  |

**Amended Cure Objection Response Chart<sup>1</sup>**

|     |     |                               |  |  |
|-----|-----|-------------------------------|--|--|
| 84. | N/A | Camino Verde Associates LP    | A. Objecting Party asserts that the total Cure Amount is \$379,525.05. | A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time. |
| 85. | N/A | Ochoyuno Investment Company   | A. Objecting Party asserts that the total Cure Amount is \$695,350.00. | A. The Debtors are working with counsel to the Objecting Party to resolve this Objection. The Objection will be set for a future hearing in accordance with <u>Article V.D</u> of the Plan to the extent it remains unresolved by such time. |
| 86. | N/A | Orange Center Tower Owner LLC | A. Objecting Party reserves its right to dispute the Cure Amount.      | A. This Objection has been resolved consensually between the parties.  |
| 87. | N/A | Seritage SRC Finance          | A. Objecting Party reserves its right to dispute the Cure Amount.      | A. The Debtors will work with counsel to the Objecting Party to resolve any discrepancy in the Cure Amount.  |