

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re : Chapter 11
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EASTERN OUTFITTERS, LLC, *et al.*,¹ : Case No.: 17-10243 (LSS)
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Debtors. : Jointly Administered
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: **Objection Deadline: March 17, 2017 at 11:00 a.m. (ET)**²
: **Hearing Date: March 22, 2017 at 2:30 p.m. (ET)**
: **Related to Docket No. 27 & 60**
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LIMITED OBJECTION OF 145 GREAT ROAD, LLC, BRIXMOR PROPERTY GROUP, INC., GGP LIMITED PARTNERSHIP, EDDY PLAZA ASSOCIATES, LLC, PGIM REAL ESTATE, THE MACERICH COMPANY, VALLEY SQUARE OWNER, LLC TO DEBTORS’ MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 AND 507 (I) AUTHORIZING THE DEBTORS TO OBTAIN SECURED PROSTPETITION FINANCING, (II) AUTHORIZING USE OF CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING AND (VII) GRANTING RELATED RELIEF

145 Great Road, LLC, Brixmor Property Group, Inc., GGP Limited Partnership, Eddy Plaza Associates, LLC, PGIM Real Estate, The Macerich Company, and Valley Square Owner, LLC (collectively, the “Landlords”) hereby file this limited objection (the “Objection”) to Debtors’ Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507, (I) Authorizing the Debtors to Obtain Secured Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers, where applicable, are as follows: Eastern Outfitters, LLC (9164); Subortis Retail Financing, LLC (9065); Eastern Mountain Sports, LLC (9553); Subortis IP Holdings, LLC; Bob’s Stores, LLC (4389); and Bob’s/EMS Gift Card, LLC (9618). The Debtors’ executive headquarters are located at 160 Corporate Court, Meriden, CT 06450.

² Extended by agreement.



Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief [D.I. 27] (the “Financing Motion”),³ and respectfully represent as follows:

I. BACKGROUND FACTS

1. Eastern Outfitters, LLC and its debtor affiliates in the above-captioned chapter 11 cases (the “Debtors”) filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code on February 5, 2017 (the “Petition Date”). The Debtors continue to operate their business and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.⁴

2. The Debtors lease retail space (the “Premises”) from the Landlords pursuant to unexpired leases of nonresidential real property (individually, a “Lease,” and collectively, the “Leases”) at the locations (the “Centers”) set forth in detail on the attached Schedule A. The Leases are leases “of real property in a shopping center” as that term is used in Section 365(b)(3). *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

3. On February 7, 2017, the Debtors filed the Financing Motion. After first day hearings held on February 8, 2017, the Court entered an interim order approving the Financing Motion on an interim basis (the “Interim Order”) [D.I. 60]. The Interim Order was modified prior to entry to include customary language limiting lien rights with respect to the Leases and access rights with respect to the Premises in the event of default (the “Landlord Protections”). *See* Interim Order, ¶ 5(a) at p. 20 and ¶ 25. The hearing to consider the Financing Motion on a final basis is scheduled for March 22, 2017 at 2:30 p.m. (prevailing Eastern Time).

³ Terms not otherwise defined here shall have the meanings ascribed to them in the Financing Motion and accompanying documents.

⁴ Unless otherwise specified, all statutory references to “Section” are to 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

4. A proposed final order approving the Financing Motion (the “Proposed Final Order”) has not been filed. Counsel for the Landlords has been provided with a draft of the Proposed Final Order which appears to include the Landlord Protections, but at the time it was circulated, it had not yet been approved by the DIP Agent and the DIP Lenders. Accordingly, Landlords have sought confirmation from counsel for the Debtors and the DIP Agent that any Proposed Final Order will maintain the Landlord Protections negotiated into the Interim Order, but as of the filing of this Objection, such confirmation has not been received.

5. The Financing Motion seeks to secure postpetition financing from Sportsdirect.com Retail Ltd, as agent and Sportsdirect.com Retail Ltd. (“Sportsdirect”), in the form of a new money secured multiple-draw term loan facility, and use of cash collateral. The financing will fully satisfy the Prepetition Senior Secured Obligations and the DIP Obligations and allow the Debtors to operate outside of the ordinary course of business to consummate a sale of substantially all of their assets to Sportsdirect (or another successful bidder), conduct store closing sales for the Debtors’ stores not being sold through an auction process, and to facilitate an orderly liquidation and wind-down for the direct benefit of the DIP and Prepetition Secured Parties. In exchange for this post-petition financing and use of cash collateral, the Debtors and the DIP and Prepetition Secured Parties had agreed to a Budget, attached to the Interim Order, which, upon information and belief, did not provide for the payment of the rent owed to the Landlords for use of their property from February 5, 2017 through February 28, 2017 (the “Stub Rent”). Landlords also understand that the Stub Rent was the only administrative expense of these chapter 11 estates not budgeted for and that but for the DIP financing, the sale is unlikely to render these Debtors’ estates administratively solvent. As a result, the Debtors and the lenders

are using the Premises for their post-petition benefit, but Landlords will be the only administrative claimants that will not be paid in full on their administrative claims.

6. Despite failing to provide for the payment of Stub Rent in the Budget, the Debtors seek to waive their protections set forth in sections 506(c) and 552(b) of the Bankruptcy Code. These provisions were enacted to prevent secured creditors from forcing unsecured creditors to pay for the liquidation of the secured creditors' collateral.

7. Prior to the filing of this Objection, counsel for the Landlords was also provided with a copy of a revised proposed Budget which appears to include a line item for the Stub Rent. However, again, there has been no confirmation that the Budget has been approved by the DIP Agent and DIP Lenders or whether there are any contingencies to the payment of the Stub Rent. The Landlords will continue work with the Debtors and the DIP Lenders to resolve these issues, and, therefore, file this Objection as a protective measure only in the event a resolution cannot be reached by the hearing.

8. The Debtors should be required to pay Stub Rent under its Leases with the Landlords. The Court should not allow the Debtors to conduct their businesses outside of the ordinary course of business, including the conduct of store closing sales which are highly disruptive to the Landlords' shopping centers, for the direct benefit of the DIP and Prepetition Secured Lenders, without also ensuring that the Debtors timely pay Stub Rent. Anything less than full and immediate payment of all Stub Rent deprives the Landlords of their adequate protection rights and is unfair to the Landlords. The practical effect of this is that the DIP and Prepetition Secured Lenders get to use the Premises for non-ordinary course sales for their direct benefit, while the Landlords are forced to become involuntary, unsecured lenders to the estates and are essentially being forced to fund the Debtors' operations including the store closing sales.

9. Accordingly, Landlords request that the Court require that any final financing order include the payment of the post-petition Stub Rent and object to any waiver of the Debtors' protections under Sections 506(c) and 552 until Landlords receive such payment of the Stub Rent.

II. ARGUMENT

A. **The Proposed Final Order Must Limit the Rights of the DIP Secured Lenders Consistent with the Interim DIP Order**

10. The limitations set forth in the Interim Order (as noted above) with regard to liens on the proceeds of the Leases and access rights to the Premises in the event of a default must extend to any Proposed Final Order, and the Court should not approve any form of final order that renders provisions of the Leases unenforceable as part of the Debtors' financing request.

B. **The Court should order the payment of Stub Rent for the post-petition use and occupancy of the Premises as part of any Proposed Final Order.**

11. The Bankruptcy Code is not served by allowing the Debtors and their lenders to avail themselves of the protections of the Bankruptcy Code without paying for post-petition use of the Premises. Depriving Landlords of the post-petition rent payment that the Bankruptcy Code was intended to protect ignores clear legislative intent.

12. The Debtors are using the Premises for their operations, including for store closing sales, outside of the ordinary course of business in order to consummate a sale of their assets and facilitate a wind-down of their operations. The continuing use and occupancy of the Premises is critical to the Debtors' sales process. Therefore, the use and occupancy of the Premises provides an actual, necessary, and continuing benefit to the Debtors, and the Court should require the Debtors to pay Landlords the Stub Rent. Permitting Debtors (for the direct

benefit of the DIP and Prepetition Secured Lenders) the post-petition benefit of the Premises without paying the Stub Rent is contrary to Congressional intent, inequitable, and is not required or even suggested by applicable law.

13. The record made at the First Day Hearing reflects that but for the DIP financing, these estates are administratively insolvent and, therefore, absent payment of the Stub Rent, Landlords are effectively providing an involuntary, unsecured, post-petition, interest-free loan to the Debtors in the amount of Stub Rent. No other party or creditor is put in such a position as the Budget provides for all other administrative expenses of these estates, including Section 503(b)(9) claims of trade vendors. While Landlords will not likely recover the pre-petition rent that the Debtors failed to pay, this Court should not permit the Debtors to also avoid paying for their post-petition use and occupancy of the Premises, while availing themselves of the benefits of the Bankruptcy Code. There is ample support to support the payment of Stub Rent in the Bankruptcy Code.

i. Stub Rent should be paid for all locations subject to the Sale, including the prospective store closing sales.

14. The Debtors and the DIP and Prepetition Secured Lenders asked for the extraordinary relief of seeking DIP financing to consummate a sale to Sportsdirect (or another successful bidder) and to commence store closings sales at the first day hearing. The Debtors and DIP and Prepetition Secured Lenders noted that consummating this sale immediately was critical to the Debtors ability to conduct these bankruptcy cases. The DIP and Prepetition Secured Lenders are receiving revenue from the inventory sales to pay down pre-petition claims, while risking no exposure or risk of loss post-petition. Landlords have been put in the position of being an involuntary interest-free lender for (in most cases) both January and February 2017

rent, which interest-free loan inures to the direct benefit of the Prepetition Secured Lenders. Landlords should not unjustly bear the risk of administrative insolvency while other parties in interest benefit, and the Court should direct that Landlords receive payment of February post-petition rent for the use of their property for the direct benefit of the Prepetition Secured Lenders. *See e.g., In re ZB Company, Inc.*, 302 B.R. 316, 320 (Bankr. D. Del. 2003) (holding that rent should be paid to landlords on a per diem basis during the pre-rejection period in order to avoid the potential that the landlord could be left with an allowed administrative claim against an administratively insolvent estate).

ii. Based on the potential administrative insolvency of these cases, the Court should require the payment of Stub Rent as adequate protection under Section 363(e).

15. The payment of Stub Rent is warranted as adequate protection as a condition of a sale that involves the use of the Premises under Section 363(e), which provides:

Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. . . . (Emphasis added).

11 U.S.C. § 363(e).

16. Section 363(e) provides a basis to grant adequate protection to real property lessors. *See, e.g., Matter of Cont'l Airlines, Inc.*, 154 B.R. 176, 180 (Bankr. D. Del. 1993) (finding that adequate protection is available under § 363(e) for a decrease in value due to the use, sale, or lease of an entity's interest in property) (emphasis added); *In re P.J. Clarke's Restaurant Corp.*, 265 B.R. 392, 404 (Bankr. S.D.N.Y. 2001) (providing that a "landlord's right to adequate protection seems to follow clearly from the language of Section 363(e)..."); *In re Ernst Home Center, Inc.*, 209 B.R. 955, 966-67 (Bankr. W.D. Wash. 1997) (finding that

adequate protection is available to real property lessors under Section 363(e)); In re RB Furniture, Inc., 141 B.R. 706, 713-14 (Bankr. C.D. Cal.1992) (adequate protection under Section 363(e) may even be broader than the rights encompassed under Section 365(d)(3), given it “is a fluid concept that reflects all the circumstances surrounding a debtor’s use of property”).

17. In such circumstances, it is appropriate for adequate protection to take the form of immediate cash payments for post-petition use of the Premises. *See* 11 U.S.C. § 361; In re Kellstrom Indus., Inc., 282 B.R. 787, 794 (Bankr. D. Del. 2002). Where there is a significant likelihood of administrative insolvency, as here, simply allowing an administrative expense claim for Stub Rent will not adequately protect Landlords. *See* 11 U.S.C. § 361(3). The Debtors continue to operate at the Premises for the benefit of themselves and the DIP and Prepetition Secured Lenders. Unlike other creditors, Landlords have no choice but to allow the Debtors continuing use and occupancy of their Premises. This Court has seen many cases where Debtors and their professionals have said that there will be money to pay administrative claims after a sale, only to later admit administrative insolvency. Here, there is real potential that these cases are already administratively insolvent. Landlords are forced participants in these cases, and unlike other creditors, they have no recourse to prevent the use of their property. As a result, Landlords should not bear the risk of administrative insolvency, and the Court should require the Debtors to pay Stub Rent as adequate protection for the continued use of the Premises.

iii. The Court may require payment of Stub Rent as a surcharge under Section 506(c).

18. The Court may also require payment of Stub Rent under Section 506(c), which provides that a trustee or debtor in possession may recover from property securing an allowed secured claim the “reasonable, necessary costs and expenses of preserving or disposing of, such property to the extent of any benefit to the holder of such claim” 11 U.S.C. § 506(c);

See Precision Steel Shearing, Inc. v. Fremont Financial Corp. (In re Visual Ind., Inc.), 57 F.3d 321, 325 (3d Cir. 1995).⁵ The premise underlying Section 506(c) is that the unsecured creditors should not be required to bear the costs of preserving a secured creditor's collateral. *See In re Evanston Beauty Supply Inc.*, 136 B.R. 171, 175 (Bankr. N.D. Ill. 1992). "Ample case authority exists which permits lessors to recover under Section 506(c) provided that the standards for recovery are met." *In re World Wines, Ltd.*, 77 B.R. 653, 658 (Bankr. N.D. Ill. 1987). Standards for recovery are that the services were necessary and beneficial to the lender. *Visual Ind., Inc.*, 57 F.3d at 325. The DIP and Prepetition Secured Lenders are the primary beneficiaries of the post-petition use and sales at the Premises, and there is no legitimate reason that they should not pay for that benefit.

19. Courts may surcharge lenders for post-petition rents and storage charges owed to them for storing lender's collateral, as necessary and directly beneficial to the lender. *In re Scopetta-Senra Partnership III*, 129 B.R. 700 (Bankr. S.D. Fla. 1991) (determining that landlord who provided post-petition lease space provided benefit to the secured creditor by storing its collateral, and ensuring the debtor's continued operations); *In re Gain Electronics Corp.*, 138 B.R. 464, 465 (Bankr. D.N.J. 1992); *In re World Wines, Ltd.*, 77 B.R. at 658 (finding that landlord was entitled to be paid by the bank for the use and occupancy of its premises for storage of wine to Section 506(c)); *In re Proto-Specialties, Inc.*, 43 B.R. 81 (Bankr. D. Ariz. 1984).

20. The Premises are being used to sell the Prepetition Secured Lenders' collateral. In addition, the post-petition use of the Premises allows for the continuing operations of the Debtors and the ability to sell the Debtors' assets and inventory. The Stub Rent owing to Landlords are reasonable and necessary costs for the preservation and disposal of the Prepetition

⁵ Any waiver of Section 506(c) claims as part of a final post-petition financing order should be conditioned upon the payment of Stub Rent.

Secured Lenders' collateral, and provides them with a direct benefit. Without the ability to use the Premises, the Debtors and the Prepetition Secured Lenders would have to find another location to store and liquidate the inventory (likely at a diminished sale price), and pay costs associated with removing the inventory and finding another location. Moreover, allowing the Prepetition Secured Lenders access to storage and preservation of collateral at no cost would "result in a windfall benefit to the secured creditor to the detriment of a third party." In re So Good South Potato Chip Co., 116 B.R. 144, 146 (Bankr. E.D.Mo.1990). Based on the above, the Court should require the payment of Stub Rent for the preservation of the DIP and Prepetition Secured Lenders' collateral under Section 506(c).

iv. The Court may authorize the immediate payment of Stub Rent under Section 503(b).

21. The Court may allow the Stub Rent as an administrative expense of the Debtors under Section 503(b)(1), and order its immediate payment, even if such payment is not ordered under Section 365(d)(3).⁶ Section 503(b)(1) provides for an administrative expense

⁶ Centerpoint Properties v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.), 268 F.3d 205, 212 (3rd Cir. 2001) is used as the basis for application of the "billing date" model in this Circuit to avoid payment of rent that accrues post-petition during the month of the bankruptcy filing. In Goody's Family Clothing, Inc. v. Mountaineer Property Co. II, LLC (In re Goody's Family Clothing, Inc.), 401 B.R. 656, 664 (D. Del. 2009), aff'd 610 F.3d 812 (3d Cir. 2010), however, the District Court noted its disapproval of applying the billing date approach to stub rent under Section 365(d)(3). The Court pointed out that Congress' intent is contrary to the "perverse result that debtor-tenants could use § 365(d)(3) offensively to avoid timely rent payments." Id. at 664 n.8. This is especially true since it is debtors that control the timing of a bankruptcy filing, as evidenced in the present case Debtors filing their petitions early in the morning on March 2nd. The Court posited that applying Montgomery Ward to rent payments is problematic, contrary to the purpose of Section 365(d)(3), and that it produces confounding consequences. Id. The District Court was not asked to address the applicability of Section 365(d)(3) to stub rent, and yet raised this issue on its own. The Court did point out that had it been asked to address the applicability of Section 365(d)(3), "it might have read Montgomery Ward more narrowly than did the Bankruptcy Court." Id. The legislative history surrounding Section 365(d)(3) provides that Section 365(d)(3) is intended to relieve the burden placed on Landlords during the period between a bankruptcy filing and assumption or rejection of a lease. Omni Partners, L.P. v. Pudgie's Dev. of NY, Inc. (In re Pudgie's Dev. of NY, Inc.), 239 B.R. 688, 692 (S.D.N.Y. 1999) (*quoting* 130 Cong. Rec. S8894-95 (daily ed. June 29, 1994) (statement of Sen. Hatch)). Requiring Landlords to provide rent-free use of the Premises post-petition is inconsistent with the policy behind Section 365. The legislative history relating to Section 365(d)(3) demonstrates that its purpose is to ensure that landlords are paid for lease obligations and to prevent the injustice of landlords providing forced and uncompensated services to debtors. *See* Montgomery Ward, 268 F.3d at 212. Congress specifically intended that Section 365(d)(3) alleviate – not exacerbate – this injustice. Using Section 365(d)(3) to the detriment of Landlords ignores clear legislative intent and should not be endorsed by this Court.

claim for “the actual, necessary costs and expenses of preserving the estate. *See* 11 U.S.C. § 503(b)(1). Section 365(d)(3) does not preclude the Court from ruling that Stub Rent is an administrative expense under Section 503(b)(1). *See In re Goody’s Family Clothing Inc.*, 610 F.3d 812, 816 – 819 (3rd. Cir. 2010); *In re Garden Ridge Corp.*, 323 B.R. 136, 142-43 (Bankr. D. Del. 2005) (citing *ZB Company Inc.*, 302 B.R. at 319 (landlords entitled to prorated rent from the Petition Date – despite the fact that the billing date occurred the day before the petition date). A landlord’s administrative claim under Section 503(b)(1) is equal to the lease contract rate. *See ZB Company*, 302 B.R. at 319 (contract rate is presumed to be the fair rental value.”).

22. Courts have discretion to determine the timing of the administrative payments, and may direct immediate payment of prorated, post-petition rent. *See, e.g., Garden Ridge Corp.*, 323 B.R. at 143 (citing *HQ Global Holdings, Inc.*, 282 B.R. 169, 173 (Bankr. D. Del. 2002) (entering interim orders directing the full contract rent for February 2004 to each landlord); *ZB Company*, 302 B.R. at 320. “In determining the time of payment, courts consider prejudice to the debtor, hardship to the claimant, and potential detriment to other creditors.” *See Garden Ridge Corp.*, 323 B.R. at 143; *see also HQ Global*, 282 B.R. at 173.

23. As set forth herein, the hardship to Landlords outweighs any prejudice to the Debtors or other creditors. Without immediate payment of the Stub Rent, or at least payment upon the closing of the sale of the majority of Debtors’ assets, there is a significant risk that Landlords are providing the Premises to Debtors’ for the continuing operation of their business free of charge. No other creditor is required to provide post-petition services to the Debtors without payment, and certain creditors receive payment for pre-petition charges. Forcing Landlords to act as involuntary, post-petition lenders is contrary to the Bankruptcy Code, and the Court should order that Landlords receive payment of the Stub Rent under these circumstances.

See In re Travel 2000, Inc., 264 B.R. 444 (Bankr. W.D. Mich. 2001) (finding that Congress and the courts have determined that a landlord should receive the benefit of its bargain to compensate a landlord for being compelled by the Bankruptcy Code to continue providing a debtor with a critical service). Therefore, this Court is within its authority to allow and require immediate payment of the Stub Rent under Section 503(b)(1).⁷

v. ***The Bankruptcy Code Requires Equal Treatment of Administrative Expense Creditors***

24. The Bankruptcy Code does not allow the Debtors to treat similarly situated administrative claimants differently. In re Lazar, 83 F.3d 306, 308-309 (9th Cir. 1996) (“Under the Bankruptcy Code, administrative expense creditors must be treated equally and the court should not set up its own order of priorities.”). Through their Budget, the Debtors are establishing different classes of administrative claimants to receive payment, to the exclusion of others (namely the Landlords), in violation of the Bankruptcy Code. As these estates are administratively insolvent absent the DIP financing, this alone should justify the payment of the Stub Rent.

III. JOINDER IN OBJECTIONS RAISED BY OTHER LANDLORDS

25. To the extent consistent with the objections expressed herein, Landlords also join in the objections of other shopping center lessors to the Debtors’ proposed relief.

⁷ Section 105(a) of the Bankruptcy Code also provides a basis for immediate payment of Stub Rent pursuant to its power to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” A prevailing concern in the drafting of Section 365(d)(3) is the fact that: (1) a landlord has no control over the debtor’s decision to file bankruptcy; (2) landlord thereafter is a hostage to the bankruptcy proceeding; and (3) landlord remains an unwilling party forced to continue to provide services to the debtor pending a decision to assume or reject the lease. In light of the Debtors’ control over the timing of bankruptcy filing, it is fair and consistent with the intended protections of the Bankruptcy Code and Congressional Intent to require payment of Stub Rent for the use of the Premises. In re Krystal Co., 194 B.R. 161, 164 (Bankr. E.D. Tenn. 1996).

IV. CONCLUSION

The Court should require the immediate payment of Stub Rent as part of any order approving the Financing Motion as set forth above, and it should specifically condition any provisions granting a Section 506(c) waiver, marshaling or application of the proceeds, upon the payment of the Stub Rent. The Landlords also request that the Court grant such further relief as the Court deems proper.

Dated: March 17, 2017
Wilmington, Delaware

Respectfully submitted,

/s/ Leslie C. Heilman

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SCHEDULE A

145 Great Road, LLC		
Store No. Unknown	Brookside Shops	Acton, MA
Brixmor Property Group, Inc.		
Store No. 15	College Plaza	Selden, NY
GGP Limited Partnership		
Store No. 90	Park City Shopping Center	Lancaster, PA
Eddy Plaza Associates, LLC		
Store No. 501	Fort Eddy Plaza	Concord, NH
PGIM Real Estate		
Store No. 160	Annapolis Town Ctr. at Parole, LLC	Annapolis, MD
The Macerich Company		
Store No. 18	Freehold Raceway	Freehold, NJ
Valley Square Owner, LLC		
Store No. Unknown	Valley Square	Warrington, PA

CERTIFICATE OF SERVICE

Leslie C. Heilman, Esquire hereby certifies that on this 17th day of March, 2017, a true and correct copy of the foregoing *Limited Objection of 145 Great Road, LLC, Brixmor Property Group, Inc., GGP Limited Partnership, Eddy Plaza Associates, LLC, PGIM Real Estate, The Macerich Company, and Valley Square Owner, LLC to Debtors' Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503 and 507, (I) Authorizing the Debtors to Obtain Secured Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* was served upon the addressees listed on the attached service list in the manner indicated.

Dated: March 17, 2017
Wilmington, Delaware

/s/ Leslie C. Heilman
Leslie C. Heilman (DE No. 4716)
BALLARD SPAHR LLP

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