

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

**CBC RESTAURANT CORP., et al.,<sup>1</sup>**  
  
Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administered)

**Objection Deadline:**  
**March 21, 2023, at 4 p.m. (ET)**

**Hearing Date:**  
**March 28, 2023, at 1:00 p.m. (ET)**

**Re: Docket No. 52**

**NOTICE OF FIRST OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN  
ORDER: (1) AUTHORIZING THE REJECTION OF CERTAIN UNEXPIRED  
LEASES AND ABANDONMENT OF CERTAIN PERSONAL PROPERTY (WITH  
CERTAIN REJECTIONS AND ABANDONMENTS EFFECTIVE *NUNC PRO TUNC*  
AS OF THE PETITION DATE); AND (2) GRANTING RELATED RELIEF**

**LANDLORD COUNTERPARTIES RECEIVING THIS MOTION SHOULD LOCATE  
THEIR NAMES AND LEASES ON THE LIST OF LEASES TO BE REJECTED,  
ATTACHED HERETO AS EXHIBIT 1.**

The landlord counterparties are hereby provided notice that the Debtors intend to reject the leases, stop performing thereunder, and terminate all related services as of the date specified on Exhibit 1 hereto.

**PLEASE TAKE NOTICE** that on February 28, 2023, CBC Restaurant Corp., and its debtor affiliates (collectively, "Corner Bakery" or the "Debtors") filed the *First Omnibus Motion*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include CBC Restaurant Corp. (0801), Corner Bakery Holding Company (3981), and CBC Cardco, Inc. (1938). The Debtors' service address is 121 Friends Lane, Suite 301, Newtown PA 18940.



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*of the Debtors for Entry of an Order: (1) Authorizing the Rejection of Certain Unexpired Leases and Abandonment of Certain Personal Property (With Certain Rejections and Abandonments Effective Nunc Pro Tunc as of the Petition Date); and (2) Granting Related Relief [D.I. No. 52] (the “Rejection Motion”)<sup>2</sup> with the United States Bankruptcy Court for the District of Delaware. The Rejection Motion was previously served on the landlord counterparties identified on Exhibit 1 thereto on February 28, 2023.<sup>2</sup>*

**PLEASE TAKE FURTHER NOTICE** that any responses to the Motion must be in writing and filed with the Clerk of the Bankruptcy Court, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received on or before **March 21, 2023 at 4:00 p.m. (ET).**

**PLEASE TAKE FURTHER NOTICE THAT IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON MARCH 28, 2023 AT 1:00 P.M. (ET). BEFORE THE HONORABLE KAREN B. OWENS, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, COURT ROOM NO. 3, 6TH FLOOR, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.**

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<sup>2</sup> A copy of the Motion can be viewed on the Court’s website at <https://ecf.deb.uscourts.gov> and on the website of the Debtors’ notice and claims agent at <https://www.kccllc.net/cornerbakery> or by clicking this [link](#).

Dated: March 14, 2023  
Wilmington, Delaware

A handwritten signature in black ink, appearing to read 'Mette H. Kurth', is positioned above a horizontal line.

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Mette H. Kurth (DE Bar No. 6491)  
**CULHANE MEADOWS, PLLC**  
3411 Silverside Road  
Baynard Building, Suite 104-13  
Wilmington, Delaware 19810  
Telephone: (302) 289-8839, Ext. 100  
Email: mkurth@cm.law

*Proposed Counsel to the Debtors and Debtors In Possession*

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

In re:

**CBC RESTAURANT CORP., et al.,<sup>1</sup>**  
  
Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administered)

**Objection Deadline:**  
**March 21, 2023, at 4 p.m. (ET)**

**Hearing Date:**  
**Mar. 28, 2023, at 1:00 p.m. (ET)**

**Re: Docket No. 52**

**DECLARATION OF BRANDON STEWART, LEASE ADMINISTRATION  
SUPERVISOR FOR CORNER BAKERY, IN SUPPORT OF FIRST OMNIBUS  
MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER: (1) AUTHORIZING  
THE REJECTION OF CERTAIN UNEXPIRED LEASES AND ABANDONMENT OF  
CERTAIN PERSONAL PROPERTY (WITH CERTAIN REJECTIONS AND  
ABANDONMENTS EFFECTIVE *NUNC PRO TUNC* AS OF THE PETITION DATE);  
AND (2) GRANTING RELATED RELIEF**

I, Brandon Stewart, hereby declare under penalty of perjury as follows:

1. I am the Lease Administration Supervisor for CBC Restaurant Corp. ("Corner Bakery"). I have served as Corner Bakery's lease supervisor since April 2021, and I am generally familiar with Corner Bakery's day-to-day store operations and its leasing portfolio.

2. I submit this declaration (the "Declaration") in support of the *First Omnibus Motion of the Debtors for Entry of An Order: (1) Authorizing the Rejection of Certain Unexpired Leases and Abandonment of Certain Personal Property (With Certain Rejections and Abandonments*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include CBC Restaurant Corp. (0801), Corner Bakery Holding Company (3981), and CBC Cardco, Inc. (1938). The Debtors' service address is 121 Friends Lane, Suite 301, Newtown PA 18940.

*Effective Nunc Pro Tunc as of the Petition Date*); and (3) *Granting Related Relief* [D.I.52] (the "Lease Rejection Motion").

3. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge; my discussions with other members of Corner Bakery's management team, employees under my supervisions or who report to me, and the Corner Bakery's advisors; my review of relevant leases, documents and information concerning Corner Bakery's store operations and leasing portfolio, and/or my opinions are based upon my experience and knowledge. If called as a witness, I could and would testify competently to the facts set forth in this declaration to the best of my knowledge, information, and belief. I am authorized to submit this Declaration on behalf of Corner Bakery.

4. In my role as Lease Administrator Supervisor, I am responsible for negotiating store leases with, for reviewing and assessing store performance, and where necessary, seeking to negotiate rent adjustments and lease modifications with Corner Bakery's landlords to help store locations operate on a break-even or better basis. When store level sales are insufficient to cover the location's rent and other operating expenses, I am also involved in coordinating and supervising store closures.

5. As of February 22, 2023 (the "Petition Date"), Corner Bakery was a party to 113 leases of nonresidential real property with respect to Corner Bakery stores. Immediately following the commencement of Corner Bakery's bankruptcy case, in conjunction with Corner Bakery's investment banker, Hilco Corporate Finance, I participated in reviewing and analyzing Corner Bakery's lease portfolio and the financial performance of its store locations.

6. As a result of that review and analysis, and based on my experience and familiarity with Corner Bakery's lease portfolio, I determined that the commercial real estate leases identified

on Exhibit 1 (the "Leases") do not provide any value to Corner Bakery because the store locations are either not operating or can no longer be operated profitably under the present lease terms, for those stores that were still operating, given the substantial losses that they were incurring, there was no viable prospect of negotiating improved lease terms that would be sufficient to restore the store to break-even or better operations. In my business judgment, the continued obligation to pay rent or otherwise perform under the Leases and conduct business at the associated stores would have imposed upon Corner Bakery burdensome administrative costs that would have been detrimental to Corner Bakery's reorganization efforts. In addition to its obligations to pay rent under the Leases related to non-performing stores, Corner Bakery would have been obligated to pay certain real property taxes, utilities, insurance, and other related charges associated with certain of the Leases. I determined in my business judgment that such costs would constitute a wasteful drain of estate assets. Additionally, based on my experience with lease negotiations and knowledge of the real estate markets in the areas in which the stores located, I determined in my business judgment that the costs of the Leases exceed any marginal benefits that could potentially be achieved from assignments or subleases of the Leases.

7. More particularly, the Leases listed in **Schedule A** of **Exhibit 1** (the "Previously Vacated Premises") attached hereto relate to stores that were vacated and closed by Corner Bakery before the Petition Date. Most of these Leases were the subject of pre-petition eviction actions where the landlords had successfully secured orders requiring Corner Bakery to vacate the premises and, in some instances, had secured money judgments for past due rent and other charges. In other instances, the stores had been voluntarily closed and the premises surrendered to the landlords before the Petition Date. And in certain instances, the Leases had terminated. In all instances, Corner Bakery was not in possession of the Previously Vacated Premises on the Petition

Date.

8. In my business judgement, the Previously Vacated Premises and the related Leases represented a financial burden on the performance of the Debtor's enterprises and rejection of the Leases for the Previously Vacated Premises is in the best interest of Corner Bakery's estate, its creditors, and all other parties in interest, and the Landlords would not be unduly prejudiced if the rejection were deemed effective as of the Petition Date.

9. Included on **Schedule B of Exhibit 1** ("Recently Vacated Premises") are two stores, Bryn Mawr and Wayne, that were never opened, prompting each landlord to file lawsuits against Corner Bakery in connection with the two related Leases. Based on my experience and knowledge of Corner Bakery's operations and financial condition, and in my business judgment, upfit and opening these store locations would have taken a substantial investment of capital and human resources that Corner Bakery does not have at this time and these locations would have represented a financial burden on the performance of the Debtor's operations during the pendency of these Chapter 11 cases.

10. Seven of the remaining 11 stores included among the Recently Vacated Premises are the subject matter of pending litigation initiated by the respective landlord against Corner Bakery. The civil actions involving the related Leases are in varying stages of the eviction process necessary for the Landlord to regain possession of its property and/or are actions in which the Landlord is seeking, or secured pre-petition, a money judgment against the Debtors for damages, a few in an amount close to or in excess of \$1 million dollars.

11. Moreover, a performance analysis conducted for the 11 Recently Vacated Premises that were operating in 2022 concluded that all had negative Earnings Before Interest, Taxes, Depreciation, and Amortization (EBITDA), or *would have had* negative EBITDA if all of the

rental and operating expenses had been paid during that time period. Further, an analysis of the monthly sales averages for the six months preceding the Petition Date for those Recently Vacated Premises indicates a rent to sales ratio of 25% or higher, with a few Stores exceeding 35%. A rent to sales ratio is a standard metric that we use to determine a store's lease burden on profitability. As a general rule, prime costs, which include costs of labor and goods sold typically are around 60% of a store's sales, requiring a store to use the remaining 40% of sales for all other operating expenses. In my experience, we have found that in most cases where the rent to sales ratio is over 20%, the likelihood that the store will ever be profitable is very low. When considering the rent to sales ratio for the Recently Vacated Premises in combination with their negative EBITDA and other unfavorable metrics, as well as Corner Bakery's extensive—and unsuccessful—efforts to obtain substantial lease modifications over months, and in some cases years, prior to the Petition Date, based on my experience and in my business judgment, none of Recently Vacated Premises that were open on the Petition Date had a viable path towards profitability.

12. In my business judgement, the Recently Vacated Premises and the related Leases represented a financial burden on the performance of the Debtor's enterprises, the continued obligation to pay rent or otherwise perform under the related Leases and conduct business at any of those Stores would impose upon the Debtors burdensome administrative costs that would be detrimental to the Debtors' reorganization efforts, and rejection of the Leases for the Previously Vacated Premises is in the best interest of Corner Bakery's estate, its creditors, and all other parties in interest.

13. Furthermore, I assisted in managing Corner Bakery's closing and surrendering of the Recently Vacated Premises. With respect to the Recently Vacated Premises, **Schedule B** to **Exhibit 1** accurately identifies the two Recently Vacated Premises that were never opened, the



locations that were the subject of pending civil actions, the date on which the landlords were notified in writing that Corner Bakery would be surrendering the associated Leases on or before February 28, 2023, and the date on which Corner Bakery turned over keys and/or access codes and surrendered possession of the Recently Vacated Premises to the landlords.

14. It is my understanding that on February 28, 2023, the landlords, and in many cases their counsel, were also served with a copy of the Lease Rejection Motion informing them in writing of Corner Bakery's (i) unequivocal and irrevocable decision to surrender the Premises and abandon possession to each applicable landlord and to reject each applicable Lease and (ii) unequivocal and irrevocable decision to surrender, abandon, and forfeit to the applicable landlord any and all personal property located in the premises (subject to any interests in such property held by third parties such as Corner Bakery's lenders or equipment lessors).

15. I believe that rejecting the Leases reflects Corner Bakery's exercise of sound business judgment and is in the best interests of its estate and its creditors and all other parties in interest.

16. In my experience, any remaining property at the Previously or Recently Vacated Premises—consisting primarily of restaurant booths, chairs, and tables; soda dispensers; restaurant equipment; and paper and plastic plates, cups, and utensils and the like—is likely to be inconsequential value to Corner Bakery or its estates. In fact, the Previously Vacated Premises were not in Corner Bakery's possession as of the Petition Date, and if there had been property remaining there, Corner Bakery could not have removed it. As for the 13 Recently Vacated Premises, two stores had never been opened and to be best of my knowledge, Corner Bakery had no personal property at those locations. With respect to the other 11 locations, costs of removing and storing any property at those locations could easily have exceeded any liquidation value that

could be generated. Furthermore, it is my understanding and belief that all personally identifiable information pertaining to Corner Bakery employees or customers has been removed from the Previously and Recently Vacated Premises. Accordingly, I believe that abandonment of any remaining personal property at those locations is in the best interests of Corner Bakery and its estates.

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

Dated: March 14, 2023

  
Brandon Stewart

**Exhibit 1**

**SCHEDULE OF REJECTED LEASES**

**TABLE A:**  
**PREVIOUSLY VACATED PREMISES/REJECTION EFFECTIVE AS OF PETITION DATE**

<b>Store No.</b>	<b>Store Name</b>	<b>Store Address</b>	<b>Landlord (Sublandlord where noted)</b>	<b>Landlord Notice Address (Sublandlord Notice Address where noted)</b>	<b>Rejection Effective Date</b>
290	Madison	1425 K St. NW Washington DC 20005	B.G.W. Limited Partnership	Harold Forster MRFOYT, LLC 5245 Topeka Drive Tarzana CA 91356  Hendon FGV Center, LLC c/o Hendon Properties 3445 Peachtree Rd. NE Ste. 465 Atlanta GA 30326  James M. Tyrone, Esq. Briana A. O'Neil, Esq. Watkins & Eager, PLLC P. O. Box 650 Jackson, MS 39205	Petition Date
163	Woodland Hills	6100 N. Topanga Canyon Blvd. #1330 Woodland Hills, CA 91367	<u>Sublandlord:</u> Maggiano's Holding Corporation  <u>Prime Landlord:</u> Promenade LLC c/o Westfield Corporation Inc.	<u>Sublandlord Notice Address:</u> Brinker International, Inc. Attn: General Counsel 6820 LBJ Freeway Dallas TX 75240  Brinker CB II, LLC-DE 3000 Olympus Blvd Attention: General Counsel CBK0076 Coppell TX 75019  Brinker CB II, LLC-DE 3000 Olympus Blvd Attention: General Counsel CBK0076 Dallas TX 75019-4880  Caitlin I. Morgan cmorgan@polsinelli.com D. Rockwell Bower rbower@polsinelli.com Polsinelli, PC 2950 N. Harwood, Suite 2100 Dallas, Texas 75201  <u>Prime Landlord Notice Address:</u> Westfield Corporation, Inc. 11601 Wilshire Boulevard 12th Floor Los Angeles CA 90025	Petition Date

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
263	Chinatown	777 6th St., NW Washington DC 20001	MEPT 777 6th Street, LLC	<p>Robert B. Edwards MEPT 777 6th Street, LLC c/o NewTower Trust Company 7315 Wisconsin Ave. Ste. 350 West Bethesda MD 20814</p> <p>MEPT 777 6th Street, LLC c/o Bentall Kennedy (U.S.) Limited Partnership Attn: Director of Asset Management - MEPT 1201 Third Ave., Ste. 3000 Seattle WA 98101</p> <p>Ryan Gerrety MEPT 777 6th Street, LLC 355 E St. SW Ste. 110 Washington DC 20024</p> <p>Marc O. Winters McNaul Ebel Nawrot &amp; Helgren PLLC 600 University St. Ste. 2700 Seattle WA 98101</p> <p>Bradshaw Rost Tenenbaum &amp; Saas, P.C. 4504 Walsh St. Ste. 200 Chevy Chase, MD 20815 301-961-5300</p>	Petition Date
116	Outlets at Orange	20 City Boulevard West Bldg. G-2, Sp. R-4 Orange, CA 92868	Orange City Mills Limited Partnership	<p>Orange City Mills Limited Partnership c/o The Mills Corporation 5425 Wisconsin Avenue Suite 500 Chevy Chase MD 20815</p> <p>Jonathon J. Herzog, Esq. WESTON HERZOG LLP 550 North Brand Blvd. Suite 1990, Glendale, CA 91203 Tel: (818) 755-8555</p>	Petition Date
155	Preston Forest	11700 Preston Rd. Ste 880 Dallas, TX 75230	Preston Forest SC, LLC	<p>Preston Forest SC, LLC. C/O Stockdale Investment Group, Inc. 5950 Berkshire Lane, Suite 800 Dallas TX 75225</p>	Petition Date

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
289	Flowood	108 Market St. Flowood, MS 39232	Realty Management Associates, LLC	Realty Management Associates, LLC P.O. Box 777 Oakhurst, NJ 07755  Ron A. Yarbrough Brunini Law Firm 190 E. Capitol Street Suite 100, The Pinnacle Building Jackson, MS 39201	Petition Date
319	Brandon	2326 W Brandon Blvd. Brandon, FL 33511	Regency Centers, L.P.	Regency Centers, L.P. c/o Regency Centers Corporation Attn: Lease Administration One Independent Dr., Ste. 114 Jacksonville FL 32202-5019  Regency Centers, L.P. c/o Regency Centers Corporation Attn: Legal Dept. One Independent Dr., Ste. 114 Jacksonville FL 32202-5019  Regency Centers, L.P. c/o Regency Centers Corporation Attn: Property Management Highland Oaks III, 4041 Park Oaks Blvd., Ste. 110 Tampa FL 33610	Petition Date
291	Perimeter	4585 Ashford Dunwoody Road Dunwoody, GA 30346	Rubin Dunwoody, LLC	Sam L. Rubin Rubin Dunwoody, LLC 984 Monument Street Suite 201 Pacific Palisades CA 90272  Catherine Weinberger Rubin Dunwoody, LLC 984 Monument Street Suite 201 Pacific Palisades CA 90272  N. Jackson Gotney; Jr., Esq. Wiles & Wiles, LLP 800 Kennesaw Ave. Suite 400 Marietta Georgia 30060 770-426-4619 jcotney@evlct.net	Petition Date

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
79	Santa Fe	224 S. Michigan Ave. Chicago IL 60604	Santa Fe Interests, LLC	<p>Santa Fe Interests, LLC c/o Hamilton Partners Office of the Building 224 South Michigan Ave. Chicago IL 60604</p> <p>John Stephens Burke, Warren, MacKay &amp; Serritella, P.C. 330 N. Wabash Ave. 22nd Fl. Chicago IL 60611</p> <p>Michael J. Gill Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606-4637</p>	Petition Date
299	17th & JFK	1701 Market Street- Floor 1 Philadelphia, PA 19103	Six Penn Center Associates	<p>Six Penn Center Associates Cushman &amp; Wakefield Attn: Lease Administrator (Notices) One Penn Plaza, Ste. 4015 New York NY 10119</p> <p>Joseph S. Bonventre, Esq. Lexington Realty Trust One Penn Plaza, Ste. 4015 New York NY 10119</p> <p>STRADLEY RONON STEVENS &amp; YOUNG LLP Julie M. Murphy, Esq. Daniel M. Pereira 2005 Market Street, Suite 2600 Philadelphia, PA 19103 Tel. (215) 564.8000</p>	Petition Date
128	Calabasas	4776 Commons Way, Sp. B-1 Calabasas, CA 91302	The Commons at Calabasas, LLC	<p>The Commons at Calabasas LLC Caruso Affiliated Holdings 101 The Grove Drive, Third Floor Los Angeles CA 90036</p> <p>Keosian Law LLP 16530 Ventura Blvs., Suite 555 Encino, CA 91436 818-986-9331 mrm@keosianlaw.com</p>	Petition Date

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
118	Lenox Square	3393 Peachtree Rd., NE #4003 Atlanta, GA 30326	The Retail Property Trust	The Retail Property Trust c/o M.S. Management Associates Inc. 225 West Washington St. Indianapolis IN 46204  Christopher L. Cassidy CLEVELAND LEHNER CASSIDY 6214 Carrollton Ave. Suite 200 Indianapolis, IN 46220 317-388-5424 chris@clcattorneys.com	Petition Date
269	Towson	823 Goucher Blvd. Towson MD 21286	Towson UE LLC	Towson UE LLC c/o Urban Edge Properties 210 Route 4 East Attn: Chief Operating Officer Paramus NJ 07652  Towson UE LLC c/o Urban Edge Properties 210 Route 4 East Attn: Legal Department Paramus NJ 07652  Charles S. Hirsch Ballard Spahr LLP 300 East Lombard Street, 18th Fl Baltimore, MD 21202 410-528-5600 hirsch@ballardsaphr.com	Petition Date
281	Cumberland	2973 Cobb Pkwy SE, Suite 100 Atlanta, GA 30339	U.S. 41 & I 285 Company LLC	U.S. 41 & I 285 Company LLC c/o Mall Properties, Inc. Attn: Lease Administration 5500 New Albany Rd. East, Third Fl. New Albany OH 43054  C. Knox Withers Arnall Golden Gregory LLP 17117th Street, N.W. Suite 2100 Atlanta, Georgia 30603-1031	Petition Date
191	U2	444 West Jackson Blvd. Chicago, IL 60606	U.S. Fitness, LLC	U.S. Fitness, LLC c/o Fitness Forumla, Ltd. 619 West Jackson Boulevard, First Fl. Chicago IL 60661	Petition Date



**SCHEDULE OF REJECTED LEASES**

**TABLE B:  
RECENTLY VACATED PREMISES/REJECTION EFFECTIVE AS OF DATE TENANT SURRENDERS  
POSSESSION TO LANDLORD ("SURRENDER DATE")**

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
242	Courthouse	2111 Wilson Blvd. Suite 111 Arlington VA 22201	2111 Wilson Boulevard, Inc.	<p>Eric Smith L&amp;B Realty Advisors, LLP 5910 N. Central Expressway Suite 1200 Dallas TX 75206</p> <p>L&amp;B Realty Advisors, LLP 5910 N. Central Expressway Suite 1200 Dallas 75206</p> <p>2111 Wilson Boulevard, Inc. c/o L&amp;B Realty Advisors, LLP 5910 N. Central Expressway, Suite 1200 Attn: Asset Manager Dallas TX 75206</p> <p>2111 Wilson Boulevard, Inc. c/o LPC Commercial Services, Inc. 2107 Wilson Boulevard Suite 210 Arlington VA 22201</p> <p>Christopher Bowman Bregman, Berbert, Schwartz &amp; Gilday, LLC 7315 Wisconsin Ave., 800W Bethesda, MD 20814 (301) G5G-2707</p>	<p>Eviction Action Served: 11/28/22</p> <p>Notice of Intent to Surrender Provided to LL: 2/27/28</p> <p>Keys/Codes Delivered &amp; Property Surrendered: 2/28/28</p> <p>Motion Served: 2/28/23</p> <p><b>REJECTION DATE: 2/28/23</b></p>
204	McPherson	1425 K St. NW Washington DC 20005	B.G.W. Limited Partnership	<p>B.G.W. Limited Partnership c/o Blake Real Estate, Inc. 1150 Connecticut Ave., NW Ste. 900 Washington DC 20036</p> <p>Michael R. Cogan, Esquire (D.C. &amp; MD) MICHAEL R. COGAN, P.C. 12 South Summit Avenue Suite 250</p>	<p>Eviction Action Filed: 4/4/22</p> <p>Surrender Date: 2/28/23<sup>2</sup></p> <p>Motion Served: 2/28/23</p> <p><b>REJECTION DATE: 03/28/23</b></p>

<sup>2</sup> The Debtors personally delivered the keys to the landlord on 2/28/23 and unequivocally indicated their intent to surrender the premises. The landlord, however, refused to accept delivery of the keys on 2/28/23 and has refused multiple, subsequent attempts by the Debtors, to deliver the keys.

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
				Gaithersburg MD 20877	
310	Bryn Mawr	761 - 763 W. Lancaster Ave. 2B Bryn Mawr, PA 19010	Bryn Mawr Square Associates, Limited Partnership	Bryn Mawr Square Associates Limited Partnership c/o CRBE 555 E Lancaster Ave Suite 120 Radnor PA 19087  Daniel R. Utain Kaplin Stewart 910 Harvest Dr., P.O. Box 3037 Blue Bell, Pa 19422 610-260-6000 <a href="mailto:dutain@kaplaw.com">dutain@kaplaw.com</a>	Writ for Eviction Issued: 2/21/23  Notice of Intent to Surrender Provided to LL & Counsel: 2/28/23  Store Never Opened — Keys/Codes Delivered & Property Surrendered: 2/28/23  Motion Served: 2/28/23  <b>REJECTION DATE: 2/28/23</b>
308	Wayne	613 West Lancaster Avenue Wayne, PA 19087	Eagle Green, LP	Eagle Green, LP c/o Penn Real Estate Group, Inc. 620 Righters Ferry Road Bala Cynwyd PA 19004  Matthew Weinstein, Esq. One Liberty Place Cozen O'Connor 1650 Market Street Suite 2800 Philadelphia PA 19103  Ewalker Law Group, LLC Michelle S. Walker 33 Rock Hill Road, Suite 210 Bala Cynwyd, PA 19004 610-834-8566 <a href="mailto:mwalker@walkerlawgroupllc.com">mwalker@walkerlawgroupllc.com</a>	Eviction Action Served: 1/18/23  Notice of Intent to Surrender Provided to LL & Counsel: 2/28/28  Store Never Opened — Keys/Codes Delivered and Property Surrendered: 2/28/28  Motion Served: 2/28/23  <b>REJECTION DATE: 2/28/23</b>
138	Citicorp	500 W. Madison, #C008 Chicago, IL 60661	KBSIII 500 West Madison, LLC	David Clarkson Transwestern 500 West Madison Suite 300 Chicago IL 60661  KBSIII 500 West Madison, LLC Park 288 Industrial, LLC PO Box 809631 Chicago IL 60680-8802  KBSIII 500 West Madison, LLC c/o Transwestern 500 West Madison Ste. 300 Chicago IL 60661	Notice of Intent to Surrender Provided to LL: 2/27/28  Keys/Codes Delivered & Property Surrendered: 2/28/28  Motion Served: 2/28/23  <b>REJECTION DATE: 2/28/23</b>

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
72	Tyson's Corner (Brinker Sublease)	2001 W. International Dr. Ste. 1790 McLean, VA 22102	<u>Sublandlord:</u> Maggiano's of Tysons, Inc.  <u>Prime Landlord:</u> Tyson's Galleria, L.L.C.	<u>Sublandlord Notice Address:</u> Maggiano's of Tysons, Inc. Attn: General Counsel c/o Brinker International, Inc. 6820 LBJ Fwy. Dallas TX 75240  Caitlin I. Morgan Bar No. 24074757 cmorgan@polsinelli.com D. Rockwell Bower 24087193 rbower@polsinelli.com Polsinelli, PC 2950 N. Harwood, Suite 2100 Dallas, Texas 75201 Telephone: (214) 397-0030  <u>Prime Landlord Notice Address:</u> Tysons Galleria L.L.C c/o General Growth Properties, Inc. 110 North Wacker Chicago IL 60606	Eviction Action Served: 7/21/22  Notice of Intent to Surrender Provided to Sublandlord & Counsel: 2/28/28  Keys/Codes Delivered to Prime Landlord and Property Surrendered: 3/1/23  Motion Served: 2/28/23  <b>REJECTION DATE:</b> 3/1/23
267	Inner Harbor	500 East Pratt St., Ste. 110 Baltimore, MD 21202	MCM Parkway 500 East Pratt, LLC	MCM Parkway 500 East Pratt, LLC PO Box 358175 Pittsburgh PA 15251-5175  Vicky Chadwell Morning Calm Management, LLC 500 East Pratt Street Suite 250 Baltimore MD 21202	Notice of Intent to Surrender Provided: 2/27/28  Keys/Codes Delivered & Property Surrendered: 2/28/28  Motion Served: 2/28/23  <b>REJECTION DATE:</b> 2/28/23
212	Lake & LaSalle	200 N. LaSalle St., Ste. 100 Chicago, IL 60601	ONNI 200 LaSalle Limited Partnership	Onni 200 LaSalle Limited Partnership Attn: Property Management 1031 S Broadway Suite 400 Los Angeles CA 90015  Isabelle Savoie Onni Group 200 N. LaSalle Ste. 300 Chicago 60601  Onni 200 LaSalle Limited Partnership Attention: Legal Department 1010 Seymour Street Suite 200 Vancouver V6B 3M6	Notice of Intent to Surrender Provided: 2/27/28  Keys/Codes Delivered & Property Surrendered: 2/28/28  Motion Served: 2/28/23  <b>REJECTION DATE:</b> 2/28/23

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
231	South Coast Plaza Mall	3333 Bristol St. Ste. 1807 Costa Mesa CA 92626	South Coast Plaza	<p>South Coast Plaza Management Offices Attn: General Manager 3333 Bristol St. Costa Mesa CA 92626</p> <p>South Coast Plaza Attn: Chief Financial Officer 3315 Fairview Rd. Costa Mesa CA 92626</p> <p>Ernie Zachary Park, Bewley, Lassleben &amp; Miller, LLP 13215 E. Penn Street, Suite 510 Whittier, Ca 90602-1797 (562) 698-9771 Ernie.Park@Bewleylaw.Com</p>	<p>Eviction Action Served: 11/14/22</p> <p>Notice of Intent to Surrender Provided to LL &amp; Counsel: 2/28/28</p> <p>Keys/Codes Delivered &amp; Property Surrendered: 2/28/28</p> <p>Motion Served: 2/28/23</p> <p><b>REJECTION DATE: 2/28/23</b></p>
297	Hurst	1410 Precinct Line Rd., Ste 200 Hurst, TX 76053	South Texas Land Limited Partnership	South Texas Land Limited Partnership 1233 West Loop South Suite 950 Houston TX 77027	<p>Verbal of Intent to Surrender: 3/1/28</p> <p>Keys/Codes Delivered &amp; Property Surrendered: 2/28/28</p> <p>Motion Served: 2/28/23</p> <p><b>REJECTION DATE: 3/28/23</b></p>
303	Princeton Market Fair	3535 US Hwy. 1 Princeton, NJ 08540	Teachers Insurance and Annuity Association of America	<p>Teachers Insurance and Annuity Association of America c/o TIAA-CREF Attn: Director Global Real Estate, 730 Third Ave. New York NY 10017</p> <p>NUVEEN Global Real Estate 730 Third Avenue New York NY 0017</p>	<p>Notice of Intent to Surrender Provided: 2/27/28</p> <p>Keys/Codes Delivered &amp; Property Surrendered: 2/28/28</p> <p>Motion Served: 2/28/23</p> <p><b>REJECTION DATE: 2/28/23</b></p>
182	Palmer House	35 East Monroe St. Chicago IL 60603	Thor Palmer House Office, LLC	Peter Lockhart Thor Palmer House Office, LLC c/o Thor Equities, LLC 25 West 39th St. 3rd fl. New York NY 10018	<p>Eviction Action Commenced: On/Before March 2022</p> <p>Notice of Intent to Surrender Provided to Counsel: 2/27/28</p>

Store No.	Store Name	Store Address	Landlord (Sublandlord where noted)	Landlord Notice Address (Sublandlord Notice Address where noted)	Rejection Effective Date
				<p>Lino Solis Thor Palmer House Office, LLC c/o Thor Equities, LLC 25 West 39th St. 3rd fl. New York NY 10018</p> <p>George Stanchfield Thor Equities 25 West 39th Street New York NY 10018</p> <p>Mr. Jonathan M. Weis jweis@lgattomeys.com Mr. Roenan Patt rpatt@lgattorneys.com LEVIN GINSBURG 180 North LaSalle Street, Suite 3200 Chicago, Illinois 60601-2800 Telephone: (312) 368-0100</p>	<p>Keys/Codes Delivered &amp; Property Surrendered: 2/28/28</p> <p>Motion Served: 2/28/23</p> <p><b>REJECTION DATE: 3/28/23</b></p>
309	Pico	10759 W Pico Blvd Los Angeles, CA 90064	Tracey P. Hom, Trustee of the Peter and Louise I. Palazzo Family Trust dated August 2008	<p>Tracey P. Hom Peter and Louise I. Palazzo Family Trust dated August 2008 2638 29th Street Santa Monica CA 90405</p> <p>Henry N. Jannol Law Offices of Henry N. Jannol, APC 10850 Wilshire Boulevard #825 Los Angeles CA 90024</p>	<p>Notice of Intent to Surrender Provided: 2/28/28</p> <p>Keys/Codes Delivered &amp; Property Surrendered: 2/28/28</p> <p>Motion Served: 2/28/23</p> <p><b>REJECTION DATE: 2/28/23</b></p>