

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

In re:

SPORTS AUTHORITY HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-10527 (MFW)

Jointly Administered

Re: Docket Nos. 67, 519, 525, 576, 599, 606, 617, 626, 658, 699, 742, 751, 759, 778, 798, 830, 844, 850, 881, 882, 896, 901, 904, 927, 935, 958, 1004, 1026, 1027, 1031, 1056, 1129, 1135, 1138, 1140, 1148, 1178

DEBTORS' OMNIBUS REPLY IN SUPPORT OF DEBTORS' MOTION FOR AN ORDER, PURSUANT TO SECTION 365(d)(4) OF THE BANKRUPTCY CODE, EXTENDING THE DEADLINE BY WHICH THE DEBTORS MUST ASSUME OR REJECT UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY UNDER WHICH ANY OF THE DEBTORS ARE LESSEES

Sports Authority Holdings, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") hereby submit this omnibus reply (this "Reply") to the various objections² that were filed with respect to the *Debtors' Motion for an Order, Pursuant to Section 365(d)(4) of the Bankruptcy Code, Extending the Deadline By Which the Debtors Must Assume or Reject Unexpired Leases*

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Sports Authority Holdings, Inc. (9008); Slap Shot Holdings, Corp. (8209); The Sports Authority, Inc. (2802); TSA Stores, Inc. (1120); TSA Gift Card, Inc. (1918); TSA Ponce, Inc. (4817); and TSA Caribe, Inc. (5664). The headquarters for the above-captioned Debtors is located at 1050 West Hampden Avenue, Englewood, Colorado 80110.

² The objections include Docket numbers 519, 525, 576, 599, 606, 617, 626, 658, 699, 742, 751, 759, 778, 798, 830, 844, 850, 881, 882, 896, 901, 904, 927, 935, 958, 1004, 1026, 1027, 1031, 1056, 1129, 1135, 1138, 1140, 1148, 1178, and any joinders thereto. A chart summarizing the objections and the Debtors' response thereto is attached as Exhibit A.



of Non-Residential Real Property Under Which Any of The Debtors are Lessees [Docket No. 67] (the "Motion").³ In support of this Reply, the Debtors respectfully represent as follows:

PRELIMINARY STATEMENT

1. The Debtors are assiduously working to maximize value for their estates through multiple, ongoing sale processes, one of which involves marketing their extensive lease portfolio for sale. To maximize value in the sale process, the Debtors must be able to offer full designation rights to potential bidders so that they are encouraged to bid on more stores at a higher price. In addition, the Debtors must be able to assure bidders that only have an interest in an underlying lease (and not the Debtors' inventory) that the Debtors have ample time to liquidate the inventory before turning the property over to these potential purchasers.

2. It is important to bear in mind that section 365(d)(4) merely imposes a deadline. Extending that deadline does not mean that no assumption/rejection decisions will be made before the deadline, or even that the majority of assumption/rejection decisions will not be made before that time. Extending the deadline simply means that the Debtors will have more time to make assumption/rejection decisions if they need it. And, to the extent the Debtors use the additional time, they will pay for the privilege of doing so as is required under section 365(d)(3) of the Bankruptcy Code. No prejudice will befall the Debtors' landlords and, accordingly, the Motion should be granted.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

BACKGROUND

A. The Debtors' Lease Portfolio

3. The Debtors lease approximately 460 store locations. In accordance with section 365(d)(3) of the Bankruptcy Code, the Debtors are paying all obligations under their unexpired leases of nonresidential real property that arise on or after the Petition Date.

B. The Debtors' Restructuring and Sale Strategy

4. As part of their overall restructuring strategy, the Debtors have initiated multiple sales' processes whereby the Debtors seek to maximize value for their retail locations, underlying leasehold interests, and related assets. Specifically, the Debtors are marketing their leasehold interests in their retail stores, together with related assets, to third party purchasers. The Debtors are currently engaged in a full court press to solicit offers for assignment and explore all commercially reasonable options to realize value from their lease portfolio. Hearings to consider approval of the sales are currently scheduled for the end of May. The Debtors' current section 365(d)(4) deadline to assume or reject leases follows shortly thereafter on June 30, 2016.

5. To provide maximum assurances to all interested parties and encourage participation in the bidding process, the Debtors believe that it is important to signal to the open market that they will have sufficient time to assign their Real Property Leases under any sale scenario. For example, purchasers for certain store locations may want an assignment of a given lease, but may not want the Debtors' inventory that is currently stored at the subject premises. Thus, they may only bid if they can be assured that they will be able to take an assignment of the lease following the conclusion of a 2-3 month store closing sale at the applicable location. Accordingly, the Debtors seek to extend the deadline by which they must elect to assume or reject the Real Property Leases so that they can maximize value through the auction process.

REPLY

A. Extending the 365(d)(4) Deadline May Maximize the Value that the Debtors Receive At the Auction Without Harming the Landlords

6. Some bidders may view certain of the Debtors' store locations as being marginally valuable. If a bidder only has a month to negotiate with the landlords of these marginal stores regarding rent reductions and other matters, the bidder is less likely to include these stores in its bid; and even if the stores are included in the bid, there is a likelihood that the resulting bid will be lower than it would be if the bidder had more time to conduct these negotiations. In contrast, if the Debtors are able to market their lease portfolio with full designation rights (*i.e.*, the purchaser's right to designate leases for assumption and assignment for 120 days after the sale closing), the Debtors are more likely to attract bidders, those bidders are likely to bid on more store locations, and the prices that those bidders are willing to pay for the Debtors' business will likely be higher. This is fully consistent with the policy of section 365. *See, e.g., In re Eastman Kodak Co.*, 495 B.R. 618, 623 (Bankr. S.D.N.Y. 2013) (observing that "the policy of § 365 [is to] give[] a debtor broad rights to benefit from beneficial contracts and thereby maximize the value of the estate").

7. One reason that a bidder may be willing to pay more for designation rights in a longer designation period is that it takes time to negotiate acceptable deals at numerous locations. By having additional time to conduct these negotiations, a bidder will be relieved from a time-crunch that the landlords would otherwise use to their advantage.

8. In addition, there may be some bidders who would like to purchase store locations but do not want the Debtors' inventory. Thus, they may only bid if they can be assured that they will be able to take an assignment of the lease following the conclusion of a 2-3 month store closing sale at the applicable location. If the Motion is approved, these bidders will be more

likely to bid and thereby increase the consideration paid to the estates for the benefit of all creditors.

9. At the same time, the landlords will not be harmed by extending the 365(d)(4) deadline. The Debtors expect to make assumption/rejection decisions with respect to most of their leases by the end of May. With respect to those landlords whose leases have not been assumed or rejected by that time, they will continue to receive rent and other related occupancy payments in accordance with section 365(d)(3) of the Bankruptcy Code. Thus, the landlords will not be harmed in any way by the proposed extension.⁴

B. The Sheer Number of Leases at Issue Justifies Extending the Deadline

10. One of the key factors courts consider when determining whether to extend the 365(d)(4) deadline is “whether the case is complex and involves large numbers of leases.” *In re Wedtech Corp.*, 72 B.R. 464, 471-72 (Bankr. S.D.N.Y. 1987). Indeed, one landlord conceded as much, indicating in its objection that “Landlords are well aware that extensions of time to assume or reject non-residential real property leases are routinely granted in large retail cases.” Docket No. 1056 at 1.

11. These Chapter 11 Cases are undeniably complex and involve approximately 460 real property leases. The Debtors are working diligently to assume and assign or to reject as many of these leases as they possibly can in advance of the current 365(d)(4) deadline of June 30, 2016. However, there is no reason to unnecessarily constrain the Debtors’ efforts by not

⁴ Certain landlords argue that the Debtors should not be authorized to extend the section 365(d)(4) deadline because they did not pay so-called “stub rent” for March. This historical fact is irrelevant to the Motion given that the Debtors have paid for April rent and will pay rent for each additional month in which they continue to use and occupy the relevant premises in accordance with section 365(d)(3) of the Bankruptcy Code. In any event, the Debtors are not required by the Bankruptcy Code to pay stub rent at this time. *See generally Debtors’ Omnibus Objection to Stub Rent Motions* [Docket No. 1243].

granting relief from a deadline that applies equally in cases where the debtor has only one or two leases and cases—such as the one at bar—where the debtor has hundreds.

12. Several of the landlords would have the Court ignore the Debtors' actual situation in dealing with hundreds of landlords, many of which have filed numerous pleadings in these Chapter 11 Cases. They argue that the Debtors have not demonstrated "cause" with respect to their particular lease because it is merely "one of many and cannot be understood to be the Debtors' primary asset." Docket No. 525 at 3. This argument reflects only a narrow self-interest and ignores the fundamental edict of chapter 11—to maximize enterprise value for the benefit of all stakeholders. A tidal wave is made up of water droplets that, individually, are easily dispelled. Yet, nobody would argue that the tidal wave should be taken lightly. The Debtors are facing a tidal wave of issues from their landlords, including the 36 objections that were filed to the Motion, the 29 motions for immediate payment of stub rent that have been filed to date, and numerous other formal and informal objections lodged by landlords on matters ranging from the Debtors' debtor-in-possession financing to cure notices. The Court can, and should, consider "whether the case is complex and involves large numbers of leases" in making ruling on the Motion; and that consideration cannot be made by myopically focusing on each individual lease. *In re Wedtech Corp.*, 72 B.R. 464, 471-72 (Bankr. S.D.N.Y. 1987).

C. Failure to Extend the Deadline Will Trigger a Default Under the Debtors' Debtor-in-Possession Financing Facility

13. As highlighted in the Motion, as a condition to lending, the DIP Lenders required that the Debtors obtain an order extending the Assumption/Rejection Period through and including a date that is not less than 210 days from the Petition Date. The current deadline to secure that order is April 30, 2016. Accordingly, the Motion should be granted to avoid triggering a default under the DIP Credit Agreement.

14. Certain landlords decry this requirement, arguing that it “hardly requires a response” and should be given “no weight.” *See, e.g.*, Docket No. 519 at 4. However, the inclusion of the milestone related to a 365(d)(4) extension was reasonable because the extension will inure to the benefit of the estates for the reasons articulated above. The Debtors’ decision to avoid a default under their DIP Credit Agreement is likewise reasonable because access to DIP financing allows the Debtors to, *inter alia*, pay their landlords in accordance with section 365(d)(3) of the Bankruptcy Code. Indeed, many of the landlords that object to the Motion (and therefore implicitly assert that the Debtors should default under the DIP Credit Agreement) at the same time demand that the Debtors should come up with the cash to immediately pay millions of dollars in so-called “stub rent.” *See, e.g.*, Docket Nos. 797, 939, 1024, 1025, 1081, 1086, 1089, 1109, 1133, 1146, 1147 1167, 1176, and 1196.

D. Notice of the Motion Was Sufficient

15. Certain landlords argued that notice of the Motion was insufficient. These landlords correctly pointed out that the Motion was initially served on the Debtors’ core Rule 2002 service list, but not on the affected landlords. *See, e.g.*, Docket No. 519 at 4-5. Rather than move forward on the Motion without providing actual notice thereof to the landlords, on March 22, 2016, the Debtors filed a notice in which they moved the hearing date on the Motion from March 29, 2016 to April 26, 2016 and re-set the objection deadline for 21 days later, *i.e.*, April 12, 2016. *See* Docket No. 704. Notice of the revised hearing date, notice of the revised objection deadline, and a copy of the Motion were each served on all of the Debtors’ landlords on March 22, 2016. *See* Docket No. 855. Accordingly, notice of the Motion was sufficient under the circumstances.

WHEREFORE, the Debtors respectfully request that the Court grant the Motion.

Dated: April 21, 2016
Wilmington, Delaware

/s/ Andrew L. Magaziner

Michael R. Nestor (No. 3526)
Kenneth J. Enos (No. 4544)
Andrew L. Magaziner (No. 5426)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
mnestor@ycst.com
amagaziner@ycst.com

- and -

Robert A. Klyman (CA No. 142723)
Matthew J. Williams (NY No. 3019106)
Jeremy L. Graves (CO No. 45522)
Sabina Jacobs (CA No. 274829)
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-1512
Telephone: (213) 229-7000
Facsimile: (213) 229-7520
rklyman@gibsondunn.com
mjwilliams@gibsondunn.com
jgraves@gibsondunn.com
sjacobs@gibsondunn.com

Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Exhibit A
Chart of Objections

Docket No.	Landlord	Store Location	Store Number	Arguments	Response
519	Pinetree Realty Corp.	Queens, NY	486	<ul style="list-style-type: none"> • The Debtors have certain obligations under the Lease which must be performed. Specifically, Pinetree asserts that the Debtors are obligated to cooperate with Pinetree in dividing the Property into two parcels and that the Debtors are obligated to make certain modifications under the Americans with Disabilities Act. • The Motion is premature: <ul style="list-style-type: none"> • The Debtors have not adequately explained how it is that after describing the substantial pre-petition work they did in evaluating their store operations (which would necessarily include each store's rent) and preparing and teeing-up a sale to be concluded within 60 days of the filing of the cases, they nevertheless need 270 days to decide on what to do with their leases. • There is no reason why this Motion cannot await the outcome of the auction, which is scheduled to conclude more than 60 days prior to the expiration of the initial 120 day period to assume or reject leases. • Notice of the Motion was insufficient: <ul style="list-style-type: none"> • Pinetree received no actual notice of this Motion. • A motion which seeks relief as to specific parties should be on notice to those parties. 	<ul style="list-style-type: none"> • The Debtors will cooperate with Pinetree as required by the lease and will timely perform all other postpetition obligations under the lease as required by section 365(d)(3) of the Bankruptcy Code • The Debtors have demonstrated cause to extend the 365(d)(4) deadline. <i>See, e.g.</i>, Reply ¶¶ 6-14. • The Debtors are seeking a total evaluation period of 210 days, not 270. • The Debtors provided additional notice of the Motion, along with an extended objection deadline. <i>See</i> Reply ¶ 15.

525	Public Storage	Los Angeles, CA	637	<ul style="list-style-type: none"> The Debtors continue to occupy the Property without having remitted the Stub Rent and therefore are not paying for the use of the Property. In the event that the estates are or become administratively insolvent, the Debtors' continued occupation could result in losses for which Public Storage. The Lease is one of many and cannot be understood to be the Debtors' primary asset. 	<ul style="list-style-type: none"> The Debtors are not required to pay stub rent at this time. <i>See, e.g., In re Montgomery Ward Holding Corp.</i>, 268 F.3d 205, 208-212 (3d Cir. 2001); <i>see also In re HQ Global Holdings, Inc.</i>, 282 B.R. 169, 172-73 (Bankr. D. Del. 2002) (following <i>Montgomery Ward's</i> "billing date" approach and holding that immediate payment of stub rent is not required by section 365(d)(3); <i>see generally</i> Debtors' Omnibus Objection to Stub Rent Motions [Docket No. 1243]. The Debtors are and will remain current on their lease obligations under section 365(d)(3). <i>See</i> Reply ¶ 3. See Reply ¶ 12.
576	Kimco Realty Corp.	Wilmington, DE	455	<ul style="list-style-type: none"> Joinder to 519 and 525 	<ul style="list-style-type: none"> <i>See</i> responses thereto.
	Wayne, NJ	462			
	Commack, NY	492			
	Towson, MD	514			
	St. Peters, MO	752			
599	Lacey Marketplace Associates II, LLC	Lacey, WA	549	<ul style="list-style-type: none"> Joinder to 519 and 525 	<ul style="list-style-type: none"> <i>See</i> responses thereto.

606	Simon Property Group, Inc.	Bonita Springs, FL	393	• Joinder to 525	• See response thereto.
		Danvers, MA	159		
		Carolina, PR	088		
		Ontario, CA	778		
		Denver, CO	136		
		Gurnee, IL	571		
		Sawgrass, FL	344		
		Milpitas, CA	682		
		Phoenix, AZ	691		
		Orange, CA	764		
617	Ramco-Gershenson Properties, L.P.	Fort Collins, CO	110	• Joinder to 519 and 525	• See responses thereto.
		Jensen Beach, FL	355		
		Clinton Township, MI	594		
		Delafield, WI	629		
	Janaf Shopping Center, LLC	Norfolk, VA	537		
	U.S. 41 & I 285 Company, LLC	Atlanta, GA	425		
	Bayshore Town Center, LLC	Glendale, WI	621		
	Edens Plaza, LLC	Wilmette, IL	076		
Randhurst Improve-ments, LLC	Mt. Prospect, IL	619			
Burbank Realty Company, LLC	Burbank, IL	573			
626	Parker Place Group, LLC	Redding, CA	659	• Joinder to 519 and 525	• See responses thereto.
658	CPYR Shopping Center, LLC	Alexandria, VA	536	• Joinder to 519 and 525	• See responses thereto.

699	La Habra Associates, LLC	La Habra, CA	684	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
742	Ledgewood Investors, LLC	Ledgewood, NJ	470	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
751	Taubman-Cherry Creek Shopping Center L.L.C.,	Denver, CO	44	<ul style="list-style-type: none"> • Joinder to 519 	<ul style="list-style-type: none"> • See response thereto.
	Dolphin Mall Associates LLC	Miami, FL	296		
	Taubman Auburn Hills Associates LP	Auburn Hills, MI	620		
759	VHTL, LLC	Vernon Hills, IL	614	<ul style="list-style-type: none"> • Joinder to 519 and 525 • The deadline should not extend past the confirmation of the plan of reorganization. 	<ul style="list-style-type: none"> • See responses thereto. • Resolved with revisions to proposed order.
778	De Rito Talking Stick South, LLC	Scottsdale, AZ	794	<ul style="list-style-type: none"> • Joinder to 519 and 525 • The deadline should not extend past the confirmation of the plan of reorganization. 	<ul style="list-style-type: none"> • See responses thereto. • Resolved with revisions to proposed order.
798	CBL & Associates Management, Inc.	Cheyenne, WY	122	<ul style="list-style-type: none"> • Joinder to 519 	<ul style="list-style-type: none"> • See response thereto.
		Pearland, TX	223		
830	Gaitsan Limited Partnership;	Gaithersburg, MD	520	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
	Pasan Trust, Jefan Trust, Esue Trust, Hall Properties, Co.	Dearborn, MI	596		
844	Levin Management Corp.	Paramus, NJ	466	<ul style="list-style-type: none"> • Joinder to 519, 525, 576, 599, 606, 617, 626, 658, 699, 742, 751, 759, 778, 798, and 830 	<ul style="list-style-type: none"> • See responses thereto.
850	Plaza Las Americas, Inc.	San Juan, PR	89	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.

	PDC Fringe II, LLC	Ponce, PR	90		
881	Phoenix Waterbury LLC	Waterbury, CT	488	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
882	845 Third L.P.	New York, NY	489	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
896	Haines Center-Burlington, LLC	Burlington County, NJ	843	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
901	Northlake Associates, LP	Atlanta, GA	415	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
904	Waldorf Shoppers' World, LLC	Waldorf, MD	518	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
927	Quarry Place, Two, LLC	Milford, MA	176	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
935	Sun Life Assurance Company of Canada	Eden Prairie, MN	709	<ul style="list-style-type: none"> • Motion not contingent on the Debtors performing all obligations under the Lease (payment of stub rent and rent) 	<ul style="list-style-type: none"> • The Debtors are not required to pay stub rent at this time. <i>See, e.g., In re Montgomery Ward Holding Corp.</i>, 268 F.3d 205, 208-212 (3d Cir. 2001); <i>see also In re HQ Global Holdings, Inc.</i>, 282 B.R. 169, 172-73 (Bankr. D. Del. 2002) (following <i>Montgomery Ward's</i> "billing date" approach and holding that immediate payment of stub rent is not required by section 365(d)(3); <i>see generally</i> Debtors' Omnibus Objection to Stub Rent Motions [Docket No. 1243]. • The Debtors are and will remain current on their lease obligations under section 365(d)(3). <i>See Reply ¶ 3.</i>
958	Route 140 School Street LLC	Mansfield, MA	177	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
	Cape Town Plaza LLC	Hyannis, MA	179		
	CLPF-Marketplace LLC	West Palm Beach, FL	341		

	Solomon Pond Mall LLC	Marlborough, MA	167		
	Westwood Marketplace Holdings LLC	Westwood, MA	168		
1004	Detrick Trust	Tucson, AZ	796	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
1026	Kukui Grove Center Investment Group, Inc.	Lihue, HI	775	<ul style="list-style-type: none"> • The debtors are not meeting their post-petition obligations by not paying stub rent. 	<ul style="list-style-type: none"> • The Debtors are not required to pay stub rent at this time. <i>See, e.g., In re Montgomery Ward Holding Corp.</i>, 268 F.3d 205, 208-212 (3d Cir. 2001); <i>see also In re HQ Global Holdings, Inc.</i>, 282 B.R. 169, 172-73 (Bankr. D. Del. 2002) (following <i>Montgomery Ward's</i> “billing date” approach and holding that immediate payment of stub rent is not required by section 365(d)(3); <i>see generally</i> Debtors’ Omnibus Objection to Stub Rent Motions [Docket No. 1243].
1027	Maui Marketplace Investment Group, Inc.	Kahului, HI	770	<ul style="list-style-type: none"> • The debtors are not meeting their post-petition obligations by not paying stub rent. 	<ul style="list-style-type: none"> • The Debtors are not required to pay stub rent at this time. <i>See, e.g., In re Montgomery Ward Holding Corp.</i>, 268 F.3d 205, 208-212 (3d Cir. 2001); <i>see also In re HQ Global Holdings, Inc.</i>, 282 B.R. 169, 172-73 (Bankr. D. Del. 2002) (following <i>Montgomery Ward's</i> “billing date” approach and holding that immediate payment of stub rent is not required by section 365(d)(3); <i>see generally</i> Debtors’ Omnibus Objection to Stub Rent Motions [Docket No. 1243].
1031	Amherst Crossing, AMA Realty Ventures, LLC	Amherst, NH	149	<ul style="list-style-type: none"> • Joinder to 519, 525, 576, 599, 606, 617, 626, 658, 699, 742, 751, 759, 778, 798, and 830 	<ul style="list-style-type: none"> • See responses thereto.

1056	James Campbell Company LLC	Romeoville, IL	820	<ul style="list-style-type: none"> • Joinder to 519 and 525 • Additional 90 day extension “for cause” is available if more time is needed, but by making a motion on day one, with the full 120 days ahead of them, debtors did not and cannot meet their burden to show cause for any extension. • The Debtors do not need more time to decide what to do with this lease—their prepetition WARN notice confirms they have already decided they would close in April. 	<ul style="list-style-type: none"> • See responses thereto. • The Debtors have demonstrated cause to extend the 365(d)(4) deadline. See, e.g., Reply ¶¶ 6-14. • The Debtors’ need for a property does not determine whether a potential purchaser may need additional time to decide whether to take an assignment of a lease. See Reply ¶¶ 6-8.
	JCC California Properties, LLC	Novato, CA	680		
1129	I & G Direct Real Estate 33k, LP	McDonough, GA	841	<ul style="list-style-type: none"> • The Motion is premature: Relief should not be sought on the first day; to do so would make the timeframe in the statute meaningless. 	<ul style="list-style-type: none"> • The Debtors have demonstrated cause to extend the 365(d)(4) deadline. See, e.g., Reply ¶¶ 6-14.
1135	Manalapan Realty, L.P.	Manalapan, NJ	476	<ul style="list-style-type: none"> • Joinder to 519 and 525 	<ul style="list-style-type: none"> • See responses thereto.
1138	Westlake Promenade, LLC	Westlake Village, CA	685	<ul style="list-style-type: none"> • Although the Motion states that “the Debtors will perform their undisputed obligations arising from and after the Petition Date in a timely fashion as required by the Bankruptcy Code,” the Debtors have failed to perform post-petition obligations, including payment of rent for the stub period. 	<ul style="list-style-type: none"> • The Debtors are not required to pay stub rent at this time. See, e.g., <i>In re Montgomery Ward Holding Corp.</i>, 268 F.3d 205, 208-212 (3d Cir. 2001); see also <i>In re HQ Global Holdings, Inc.</i>, 282 B.R. 169, 172-73 (Bankr. D. Del. 2002) (following <i>Montgomery Ward</i>’s “billing date” approach and holding that immediate payment of stub rent is not required by section 365(d)(3); see generally Debtors’ Omnibus Objection to Stub Rent Motions [Docket No. 1243]. • The Debtors are and will remain current on their lease obligations under section 365(d)(3). See Reply ¶ 3.

1140	CCA-Renaissance Square Shopping Center, LLC	Cedar City, UT	310	<ul style="list-style-type: none"> The Debtors have failed to perform post-petition obligations, including payment of rent for the stub period Landlord believes substantially more information regarding whether cause exists to extend the deadline will be available after the Debtors conduct the auction process for their assets. The deadline should not extend past the confirmation of the plan of reorganization 	<ul style="list-style-type: none"> The Debtors are not required to pay stub rent at this time. <i>See, e.g., In re Montgomery Ward Holding Corp.</i>, 268 F.3d 205, 208-212 (3d Cir. 2001); <i>see also In re HQ Global Holdings, Inc.</i>, 282 B.R. 169, 172-73 (Bankr. D. Del. 2002) (following <i>Montgomery Ward's</i> “billing date” approach and holding that immediate payment of stub rent is not required by section 365(d)(3); <i>see generally</i> Debtors’ Omnibus Objection to Stub Rent Motions [Docket No. 1243]. The Debtors are and will remain current on their lease obligations under section 365(d)(3). <i>See</i> Reply ¶ 3. The Debtors have demonstrated cause to extend the 365(d)(4) deadline. <i>See, e.g.,</i> Reply ¶¶ 6-14. Resolved with revisions to proposed order.
1148	Kornland Building Company	San Clemente, CA	730	<ul style="list-style-type: none"> Landlord would be irreparably harmed if it were forced to deliver the subject property to the Debtors without assurance that the Debtors will perform their obligations. Landlord believes substantially more information regarding whether cause exists to extend the deadline will be available after the Debtors conduct the auction process for their assets. 	<ul style="list-style-type: none"> This is not an objection to the extension of the 365(d)(4) deadline; this is a concern the landlord has expressed with respect to its own obligations to deliver possession of the subject property to the Debtors. The Debtors are and will remain current on their lease obligations under section 365(d)(3). <i>See</i> Reply ¶ 3. The Debtors have demonstrated cause to extend the 365(d)(4) deadline. <i>See, e.g.,</i> Reply ¶¶ 6-14.

1178	Shops at Bella Terra Owner, LP	Richmond, TX	239	<ul style="list-style-type: none"> • Joinder to 519, 525, 576, 599, 606, 617, 626, 658, 699, 742, 751, 759, 778, 798, 830, 844, 850, 881, 882, 896, 901, 904, 927, 935, 958, 1004, 1026, 1027, 1031, 1056, 1129, 1135, 1138, 1140, and 1148 	<ul style="list-style-type: none"> • <i>See</i> responses thereto.
------	--------------------------------------	-----------------	-----	--	---