

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

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In re:	)	
	)	Chapter 11
Z GALLERIE, LLC, <i>et al.</i> , <sup>1</sup>	)	
	)	Case No. 19-10488 (LSS)
	)	
Debtors.	)	(Jointly Administered)
	)	

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**AMENDED NOTICE OF AGENDA OF MATTERS SCHEDULED FOR HEARING  
ON JUNE 13, 2019 AT 2:00 P.M. (PREVAILING EASTERN TIME)<sup>2</sup>**

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UNCONTESTED MATTERS GOING FORWARD:

1. Debtors’ Motion Seeking Entry of an Order (I) Approving the Debtors Key Employee Incentive Program, (II) Approving the Debtors Key Employee Retention Program, and (III) Granting Related Relief [Docket No. 301; Filed 5/25/2019]

Related Documents:

- A. Debtors’ Motion Seeking Entry of an Order to Shorten Notice Regarding Debtors Motion Seeking Entry of an Order (I) Approving the Debtors Key Employee Incentive Program, (II) Approving the Debtors Key Employee Retention Program, and (III) Granting Related Relief [Docket No. 302; Filed 5/25/2019]
- B. Order Shortening Notice Regarding Debtors’ Motion Seeking Entry of an Order (I) Approving the Debtors Key Employee Incentive Program, (II) Approving the Debtors Key Employee Retention Program, and (III) Granting Related Relief [Docket No. 303; Filed 5/28/2019]
- C. Notice of Hearing With Respect to the Debtors’ Motion Seeking Entry of an Order (I) Approving the Debtors Key Employee Incentive Program, (II) Approving the Debtors Key Employee Retention Program, and (III) Granting Related Relief [Docket No. 304; Filed 5/28/2019]

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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, are Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

<sup>2</sup> Any party who wishes to attend telephonically is required to make arrangements through CourtCall by telephone (866-582-6878) or by facsimile (866-533-2946).

- D. [FILED UNDER SEAL] Notice of Confidential Information With Respect to Debtors' Motion Seeking Entry of an Order (I) Approving the Debtors Key Employee Incentive Program, (II) Approving the Debtors Key Employee Retention Program, and (III) Granting Related Relief [Docket No. 354; Filed 6/7/2019]
- E. [REDACTED] Notice of Confidential Information With Respect to Debtors' Motion Seeking Entry of an Order (I) Approving the Debtors Key Employee Incentive Program, (II) Approving the Debtors Key Employee Retention Program, and (III) Granting Related Relief [Docket No. 355; Filed 6/7/2019]
- F. Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal Certain Confidential Information Related to the Motion Seeking Entry of an Order (I) Approving the Debtors Key Employee Incentive Program, (II) Approving the Debtors Key Employee Retention Program, and (III) Granting Related Relief [Docket No. 356; Filed 6/7/2019]

Response Deadline: June 7, 2019 at 11:59 p.m.

Responses Received:

- A. Informal comments from the Office of the United States Trustee

Status: This matter is going forward. The informal comments from the Office of the United States Trustee have been resolved.

CONTESTED MATTERS GOING FORWARD:

- 2. [Solicitation Version] First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 255; Filed 5/1/2019]

Related Documents:

- A. [Blacklined] Solicitation Version First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket 256; Filed 5/1/2019]
- B. [Solicitation Version] Disclosure Statement Relating to the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 257; Filed 5/1/2019]

- C. Notice of Filing of Plan Supplement [Docket No. 309; Filed 5/28/2019]
- D. Notice of Rescheduled Confirmation/Omnibus Hearing Time [Docket No. 331; Filed 6/4/2019]
- E. Notice of Rescheduled Confirmation/Omnibus Hearing [Docket No. 347; Filed 6/6/2019]
- F. Certification of Stretto Regarding Tabulation of Votes in Connection With the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 351; Filed 6/7/2019]
- G. Notice of Filing of Second Plan Supplement [Docket No. 357; Filed 6/10/2019]
- H. Debtors Memorandum of Law In Support of Confirmation of the Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 362; Filed 6/11/2019]
- I. Declaration of Jason A. Cohen in Support of Confirmation of the Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 363; Filed 6/11/2019]
- J. Notice of Proposed Findings of Fact, Conclusions of Law, and Order Confirming the Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 364; Filed 6/11/2019]
- K. Declaration of Mark Weinsten in Support of Confirmation of the Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 365; Filed 6/11/2019]
- L. Notice of Filing of Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 366; Filed 6/11/2019]

- M. Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 375; Filed 6/13/2019]**
- N. [Blacklined] Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 376; Filed 6/13/2019]**
- O. Notice of Revised Proposed Findings of Fact, Conclusions of Law, and Order Confirming the Modified First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 377; Filed 6/13/2019]**
- P. Notice of Filing of Third Plan Supplement [Docket No. 378; Filed 6/13/2019]**

Response Deadline: June 4, 2019 at 4:00 p.m.

Responses Received:

- A. Informal comments from the Office of the United States Trustee
- B. Objection by Westfield, LLC and Certain of its Affiliates to the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code, Including the Proposed Assumption and Assignment of Certain Unexpired Leases of Non-Residential Real Property [Docket No. 320; Filed 6/4/2019]
- C. KD Knox Street Village Holdco, LLC's Objection to the Notice of Filing of Plan Supplement [Docket No. 321; Filed 6/4/2019]
- D. The Taubman Landlords Preliminary Limited Objection to the First Amended Joint Plan of Reorganization Plan and Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and Cure Claim Objection and Reservation of Rights [Docket No. 322; Filed 6/4/2019]
- E. South Coast Plaza's Objection to Cure Amount [Docket No. 324; Filed 6/4/2019]
- F. Limited Objection of Simon Property Group, L.P. to Debtors' First Amended Plan of Reorganization of Z Gallerie and Z Gallerie

Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code, Including the Proposed Assumption and Assignment of Certain Unexpired Leases of Non- Residential Real Property [Docket No. 325; Filed 6/4/2019]

- G. Creditor Terreno 139th LLC's Objection to Debtors' First Amended Joint Consolidated Plan of Reorganization For Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 326; Filed 6/4/2019]
- H. Limited Objection and Reservation of Rights of CityCentre Two Partners, L.P. to Cure Amount Set Forth in the Schedule of Assumed Executory Contracts and Unexpired Leases [Docket No. 328; Filed 6/4/2019]
- I. CBL & Associates Management, Inc.'s Limited Objection to Debtor's Stated Cure Amounts [Docket No. 329; Filed 6/4/2019]
- J. Regency Galleria North's Limited Objection to First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code and Notice of Possible Cure Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and Cure Claim Objection and Reservation of Rights [Docket No. 330; Filed 6/4/2019]
- K. Oracle's Limited Objection and Reservation of Rights Regarding: (1) First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code; and (2) Notice of Filing of Plan Supplement [Docket No. 332; Filed 6/4/2019]
- L. Objection of Eskridge (E&A), LLC to Proposed Cure Amount [Docket No. 333; Filed 6/4/2019]
- M. Comenity Bank's Objections and Reservations of Rights with Respect to (1) the Proposed Plan, Including the Sale Transaction and (2) the Proposed Contract Assumptions [Docket No. 334; Filed 6/4/2019]
- N. Limited Objection of Brookfield Operating Partnership LP, Centercal Properties LLC, Crawfish, LLC, Federal Realty Investment Trust, PGIM Real Estate, Starwood Retail Partners LLC, The Macerich Company, and Watters Creek Owner, LLC to

Debtors' Notice of Filing of Plan Supplement [Docket No. 339; Filed 6/4/2019]

- O. Supplemental Objection of Eskridge (E&A), LLC to Proposed Cure Amount [Docket No. 342; Filed 6/5/2019]
- P. Objection and Reservation of Rights of Washington Prime Group Inc. to the Cure Amounts Proposed in the Debtors Plan Supplement [Docket No. 344; Filed 6/6/2019]
- Q. Objection of 4th Street Holdings, LLC to Debtors' First Amended Joint Plan of Reorganization and Plan Supplement and Joinder in Objections Filed by Other Landlords [Docket No. 348; Filed 6/7/2019]
- R. Amended Objection of Brookfield Property REIT INC., Centercal Properties LLC, Crawfish, LLC, Federal Realty Investment Trust, PGIM Real Estate, Starwood Retail Partners LLC, The Macerich Company, and Watters Creek Owner, LLC to Debtors Notice Of Filing of Plan Supplement [Docket No. 349; Filed 6/7/2019]
- S. Objection of Site Centers Corp. as Managing Agent for Mellenia Crossing LLC to Notice of Filing of Plan Supplement [Docket No. 350; Filed 6/7/2019]
- T. Objection of Brookfield Property REIT Inc., Centercal Properties LLC, Crawfish, LLC, Federal Realty Investment Trust, PGIM Real Estate, PR 150 Roosevelt Shops, LLC, Starwood Retail Partners LLC, The Macerich Company, Urban Edge Properties, And Watters Creek Owner, LLC to (A) Debtors Motion Seeking Entry of an Order (I) Approving the Bidding Procedures, (II) Scheduling the Bid Deadlines and the Auction, (III) Approving the Form and Manner of Notice Thereof, and (IV) Granting Related Relief and (B) the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 358; Filed 6/10/2019]
- U. Limited Objection by Easton Gateway, LLC to Debtors' Notice of Filing Plan Supplement including Objection to Cure Amount [Docket No. 360; Filed 6/10/2019]
- V. **Objection of Town Square Ventures, L.P. to Cure Amount Set Forth in Notice of Filing of Plan Supplement [Docket No. 371; Filed 6/12/2019]**

**Status:** This matter is going forward. All objections related to cure amounts are continued to a date to be set by the Court within thirty days of the entry of the order confirming the Plan. The Debtors believe that all remaining objections are resolved by the revised confirmation order and modified Plan. Attached hereto as Exhibit A is a chart reflecting the status of each objection. To the extent that any objections remain, the Debtors will work with the objecting parties to resolve such remaining objections prior to the Confirmation Hearing.

Dated: June 13, 2019  
Wilmington, Delaware

*/s/ Domenic E. Pacitti*

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*Co-Counsel for the Debtors and Debtors in Possession*

**Exhibit A**

**Summary of Objections to the Z Gallerie, LLC Plan**



**In re Z Gallerie, LLC et al., Case No. 19-10488 (LSS)  
Summary of Objections to the Z Gallerie, LLC Plan<sup>1</sup>**

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No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
1.	320	Westfield, LLC (“ <u>Westfield</u> ”)	<ul style="list-style-type: none"> <li>The Debtors’ proposed cure amount is incorrect.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
			<ul style="list-style-type: none"> <li>Adequate assurance of future performance is inadequate.</li> </ul>	<ul style="list-style-type: none"> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> </ul>
			<ul style="list-style-type: none"> <li>The Plan should not contemplate the potential to modify Unexpired Leases that will be assigned.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> The Plan does not contemplate such modifications. <i>See</i> Plan at Art. V.A.</li> </ul>
			<ul style="list-style-type: none"> <li>The Debtors should not be permitted to limit the landlords’ rights under the Unexpired Leases to assert claims against the proposed assignee for accrued but unbilled adjustments.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> <i>See</i> Plan at Art. V.D.</li> </ul>

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Plan, relevant Objection, or the Confirmation Brief, as applicable.

<sup>2</sup> The Debtors believe that the language in the Modified Plan resolves the Objections listed herein. The Debtors will continue to work with all parties to resolve the Objections to the extent not yet resolved.

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>The Debtors may improperly attempt to assume the Unexpired Leases free and clear of the Debtors' indemnity obligations, such as personal injury and negligence claims.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> See Plan at Art. V.D.</li> </ul>
2.	321	KD Knox Street Village Hold Co, LLC (" <u>KD Knox</u> ")	<ul style="list-style-type: none"> <li>KD Knox reserves its rights to amend the cure amount of the Unexpired Lease from time to time and at any time.</li> <li>The <i>Notice of Filing Plan Supplement</i> [Docket No. 309, <u>Exhibit A</u>] included the incorrect landlord of the Unexpired Lease in the Schedule of Assumed Executory Contracts and Unexpired Leases.</li> <li>Adequate assurance of future performance is inadequate.</li> <li>KD Knox requests that the Debtors and any approved assignee will remain liable for: <ul style="list-style-type: none"> <li>(1) certain amounts due and owing under the Unexpired Lease that may be unbilled on the day of the assumption and assignment of the lease, including, but not limited to, adjustment for taxes and insurance payments; and (2) any non-monetary defaults.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li><b>Resolved.</b> Debtors provided supplemental notice to the landlord.</li> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> <li><b>Resolved.</b> See Plan at Art. V.D.</li> </ul>
3.	322	Taubman Landlords (" <u>Taubman Landlords</u> ")	<ul style="list-style-type: none"> <li>The Debtors have failed to satisfy the requirements of Section 365(b) of the Bankruptcy Code for assumption of the Taubman leases in that they failed to cure existing defaults under the lease.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>• Inasmuch as the Taubman leases require the Debtors' payment of landlords' attorneys' fees, the Debtors must reimburse the landlord for pecuniary losses.</li> <li>• The Debtors have provided insufficient adequate assurance of future performance.</li> <li>• The Plan improperly proposes to reject leases after the Effective Date.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> <li>• <b>Resolved.</b> See Plan Art. V.A.</li> </ul>
4.	324	South Coast Plaza	<ul style="list-style-type: none"> <li>• The proposed cure amount to South Coast Plaza's Unexpired Lease of \$20,785 should be \$135,263.03, consists of minimum rent, additional rent and other lease rent.</li> <li>• The cure amount should include attorneys' fees and expenses, to the extent that the cure amount does not include those amounts.</li> <li>• South Coast Plaza reserves all the rights with respect to its lease.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• N/A.</li> </ul>
5.	325	Simon Property Group, L.P. (" <u>Simon Property</u> ")	<ul style="list-style-type: none"> <li>• The proposed amounts to cure Unexpired Leases fail to compensate the landlord for any pecuniary loss resulting from the default or bankruptcy filing.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li data-bbox="716 232 1440 329">• The cure amounts violate 365(b) of the Bankruptcy Code because Debtors are in default of their monetary obligations under the leases.</li> <li data-bbox="716 394 1440 459">• The assumptions of any of the leases subject to charges accrued but not yet billed.</li> <li data-bbox="716 565 1440 630">• Simon Property requests attorneys' fees in sum of \$1,000 per Unexpired Lease.</li> <li data-bbox="716 735 1440 833">• Simon Property reserves the right to supplement its objection and join objections by other landlords to the extent they are not consistent with its objection.</li> </ul>	<ul style="list-style-type: none"> <li data-bbox="1461 232 1967 362">• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li data-bbox="1461 394 1967 459">• The Plan provides for unbilled payments. <i>See</i> Plan at Art. V.D.</li> <li data-bbox="1461 565 1967 695">• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li data-bbox="1461 735 1967 800">• N/A.</li> </ul>
6.	326	Terreno 139th LLC (“ <u>Terreno</u> ”)	<ul style="list-style-type: none"> <li data-bbox="716 865 1440 963">• The amounts received and expected to be received by the Debtors under the Plan will result in a shortfall of \$38,245.91.</li> <li data-bbox="716 1027 1440 1125">• The cure amounts violate 365(b) of the Bankruptcy Code because the amounts proposed are not proper to cure the default on the Unexpired Leases.</li> <li data-bbox="716 1190 1440 1255">• The Debtors defaulted on the Unexpired Lease prior to the Petition Date.</li> </ul>	<ul style="list-style-type: none"> <li data-bbox="1461 865 1967 995">• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li data-bbox="1461 1027 1967 1157">• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li data-bbox="1461 1190 1967 1320">• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
7.	328	CityCentre Two Partners, L.P. (“CityCentre”)	<ul style="list-style-type: none"> <li>CityCentre reserves all rights with respect to its Unexpired Lease.</li> </ul>	<ul style="list-style-type: none"> <li>N/A.</li> </ul>
			<ul style="list-style-type: none"> <li>The proposed cure amount to CityCentre’s Unexpired Lease \$9,546 should be \$73,114.18.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
			<ul style="list-style-type: none"> <li>CityCentre joins in the objection of any other similarly situated party in interest to the extent that such objection is not inconsistent with its objection.</li> </ul>	<ul style="list-style-type: none"> <li>N/A.</li> </ul>
8.	329	CBL & Associates Management, Inc. (“CBL”)	<ul style="list-style-type: none"> <li>The proposed cure amount of \$2,501 to CBL’s Unexpired Lease should be \$4,654.45.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
			<ul style="list-style-type: none"> <li>The Unexpired Lease should not be assumed absent payment of all Cure amounts from the date of the Objection through the Effective Date of the assumption, including amounts that will become due.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
			<ul style="list-style-type: none"> <li>CBL reserves the right to file further objections with respect to all CBS Unexpired Leases, including with respect to adequate assurance of future performance.</li> </ul>	<ul style="list-style-type: none"> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
9.	330	Regency Galleria North (" <u>Regency</u> ")	<ul style="list-style-type: none"> <li>The proposed cure amount (\$5,979) is less than the Debtors' default.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
			<ul style="list-style-type: none"> <li>Regency reserves its rights with respect to the Plan and the Asset Purchase Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>N/A.</li> </ul>
10.	332	Oracle America, Inc. (" <u>Oracle</u> ")	<ul style="list-style-type: none"> <li>The Debtors may not assume and assign any Oracle contract absent Oracle's consent because the contracts are for licenses and IP.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> Oracle and the Debtors have resolved the objection in part and agreed to adjourn all other matters to after the Confirmation Hearing.</li> </ul>
			<ul style="list-style-type: none"> <li>The Debtors have not adequately identified the agreements targeted for assumption and assignment, and so cure costs are also unclear.</li> </ul>	<ul style="list-style-type: none"> <li>The Plan Supplement will identify such agreements prior to the Confirmation Hearing. Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
			<ul style="list-style-type: none"> <li>The Debtors have not provided adequate assurance of future performance by purchaser.</li> </ul>	<ul style="list-style-type: none"> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> </ul>
11.	333, 342	Eskridge (E&A), LLC (" <u>E&amp;A</u> ")	<ul style="list-style-type: none"> <li>The proposed cure amount for E&amp;A's Unexpired Lease (\$10,358) should be \$71,497.31, plus attorney's fees and costs, charges for electricity and water usage, and any other unreconciled or unbilled costs.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>• The Debtors seek assumption and assignment of the Unexpired Lease without providing adequate assurance of future performance.</li> <li>• E&amp;A must be provided attorneys' fees and costs in connection with Debtors' default.</li> <li>• E&amp;A reserves all rights to amend the cure amount.</li> </ul>	<ul style="list-style-type: none"> <li>• The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
12.	334	Comenity Bank ("Comenity")	<ul style="list-style-type: none"> <li>• The proposed assumption of certain Comenity Executory Contracts identified in the Plan Supplement expired by their terms and cannot be assumed.</li> <li>• The proposed cure amount to Comenity's Executory Contracts (\$0.0) is understated and does not take into account attorneys' fees.</li> <li>• The Plan may result in a sale of the Debtors' marks free and clear of Comenity's rights to use the Debtors' marks.</li> <li>• The Debtors must provide Comenity adequate assurance protections in the form of continued limited, non-exclusive, non-cancellable, royalty-free use of the Debtor's marks.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> See Confirmation Order at ¶ CC.</li> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• <b>Resolved.</b> See Confirmation Order at ¶ CC.</li> <li>• <b>Resolved.</b> <i>Id.</i></li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>• The Plan may result in a sale of Comenity’s property, including cardholder information and confidential information.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> <i>Id.</i></li> </ul>
			<ul style="list-style-type: none"> <li>• The Plan does not contain a provision for payment of Comenity’s administrative claim in the event that certain Comenity Executory Contracts are not assumed and assigned.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> <i>Id.</i></li> </ul>
			<ul style="list-style-type: none"> <li>• Comenity reserves its rights with respect to its prepetition agreements with the Debtors and other potential objections.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> <i>Id.</i></li> </ul>
13.	339, 349	Brookfield Operating Partnership LP, CenterCal Properties LLC, Crawfish, LLC, Federal Realty Investment Trust, PGIM Real Estate, Starwood Retail Partners LLC, The Macerich Company, and Watters Creek Owner, LLC (collectively, the “Landlords”)	<ul style="list-style-type: none"> <li>• The Debtors’ proposed cure amounts do not provide for outstanding rent and other monthly charges under the Brookfield et. al Landlords’ leases, as well as attorneys’ fees, costs, interest, and year-end adjustments.</li> <li>• The cure amounts serve only as estimates, and the Landlords reserve the right to amend the Cure Objection to include any additional or unknown charges that arise; there is no basis to impose upon the Landlords the equivalent of a bar date limiting recourse to recover charges to which they are entitled under the Leases.</li> <li>• Any provision in the Landlords’ leases that purports to release the Debtors of liability based on cure amounts must not apply to accrued or accruing but unbilled charges under the leases. If the Debtors remain responsible for these charges, the Court should require that any order approving the assumption and assignment establish an</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• <i>See</i> Plan Art. V.D.</li> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing. <i>See</i> Plan at Art. V.D.</li> </ul>



No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<p>escrow to the greater of 150% of the year-end adjustments for the prior three years.</p> <ul style="list-style-type: none"> <li>• Any undisputed cure amounts should be paid immediately upon the effective date of the assumption and assignment of such Lease. Disputed cure amounts must be placed in an escrow account and the Court should set a status conference within thirty days of the assumption and assignment to address unresolved disputed cure amounts.</li> <li>• The assumption and assignment of the Landlords' leases must continue all indemnification obligations thereunder.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved</b> with respect to Cure of year end-adjustments. <i>See</i> Plan Art. V.D.</li> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• DBHI agrees to pay Cure amounts after resolution of the Cure dispute.</li> <li>• <b>Resolved.</b> <i>See</i> Plan at Art. V.D.</li> </ul>
14.	344	Washington Prime Group Inc. as managing agent for the owners of certain real properties in which the Debtors lease retail space (the " <u>WPG Landlords</u> ")	<ul style="list-style-type: none"> <li>• The proposed cure amounts of \$16,686.00 for Store Nos. 73 and 92 do not reflect the true outstanding balance of \$91,955.76. This includes attorneys' fees, to which the WPG Landlords are entitled. These sums must be paid on the effective date of the assumption or assignment.</li> <li>• A potential assignee will be responsible for accrued but unbilled charges, including unpaid year-end adjustments and reconciliations, whether accruing prior to or after the assumption and/or assignment.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• <b>Resolved.</b> <i>See</i> Plan Art. V.D.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>• WPG Landlords reserve the right to amend or supplement the cure amount, and to include pecuniary losses.</li> <li>• WPG Landlords reserve their rights to assert objections regarding adequate assurance grounds.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> </ul>
15.	348	4 <sup>th</sup> Street Holdings, LLC (“4 <sup>th</sup> Street”)	<ul style="list-style-type: none"> <li>• The Debtors’ proposed cure amount (\$28,202) fails to include payment of the total amount of unpaid prepetition rent, insurance, taxes, and expenses, in addition to the attorneys’ fees and interest that continues to accrue and to which 4<sup>th</sup> Street is entitled.</li> <li>• The undisputed cure amount must be paid immediately upon assumption of the lease.</li> <li>• The Debtors have not provided adequate assurance of future performance by purchaser.</li> <li>• 4<sup>th</sup> Street’s lease may not be modified with connection of its assumption and assignment.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>• The Plan provides that DBHI will satisfy cure obligations in full upon the resolution of any cure dispute. <i>See</i> Plan at Art. V.E.</li> <li>• The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> <li>• <b>Resolved.</b> The Plan does not contemplate assumption or assignment of the Unexpired Leases without complying with the terms of the Unexpired Leases. <i>See</i> Plan at Art. V.E.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>4th Street reserves the right to supplement its Objection and raise other objections to the Debtors' proposed sale and assumption and assignment of the 4th Street lease.</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
			<ul style="list-style-type: none"> <li>4th Street joins Objections filed by other landlords.</li> </ul>	<ul style="list-style-type: none"> <li>N/A.</li> </ul>
16.	350	Site Centers Corp. as managing agent for Millenia Crossing, LLC (the "Landlord")	<ul style="list-style-type: none"> <li>The proposed cure amount of \$11,540 is incorrect, and should include an estimate of attorneys' fees incurred to date, other costs that may continue to accrue, and any potential pecuniary losses the Landlord suffers with respect to the lease, including adjustments that have not yet come due from 2017 to 2019. The Landlord calculates the cure amount at \$75,026.90.</li> <li>The Debtors have failed to provide evidence of adequate assurance of future performance.</li> <li>The unexpired lease must be assumed <i>cum onore</i>, and the Debtors and Proposed Assignee must comply with contractual obligations to indemnify and hold the Landlord harmless for pre-assumption and pre-assignment events not yet known at the date thereof.</li> <li>The Landlord reserves its rights to amend/supplement the objection with regard to the proposed cure amount and to raise any additional objections to assumption and assignment upon receipt of notice of the actual proposed assignee and adequate assurance information.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> <li><b>Resolved.</b> See Plan at Art. V.D.</li> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>The Landlord joins in the objections of other landlords and contract counterparties to the Cure Notice to the extent not inconsistent with the Landlord's objection.</li> </ul>	<ul style="list-style-type: none"> <li>N/A.</li> </ul>
17.	358	Brookfield Property REIT Inc., CenterCal Properties LLC, Crawfish, LLC, Federal Realty Investment Trust, PGIM Real Estate, PR 150 Roosevelt Shops, LLC, Starwood Retail Partners LLC, The Macerich Company, Urban Edge Properties, and Watters Creek LLC Owner, LLC (collectively, the " <u>Objecting Landlords</u> ")	<ul style="list-style-type: none"> <li>Any assignment of Unexpired Leases must comply with the terms of the Unexpired Leases.</li> <li>The Winning Bidder has not yet provided adequate assurance of future performance consistent with the move to assume and assign Unexpired Leases.</li> <li>Objecting Landlords object to any proposed use of the leased premises that do not strictly comply with the permitted uses in the Unexpired Leases, which may violate exclusivity provisions in favor of other tenants and may adversely impact tenant mix and balance at the shopping centers.</li> <li>If the Winning Bidder does not possess sufficient operating experience or capitalization, the proposed assignee should provide additional security.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> The Plan provides that assumption or assignment of the Unexpired Leases requires compliance with the terms of the Unexpired Leases. <i>See</i> Plan at Art. V.E.</li> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> <li><b>Resolved.</b> The Plan provides that assumption or assignment of the Unexpired Leases requires complying with the terms of the Unexpired Leases. <i>See</i> Plan at Art. V.E.</li> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>The Debtors should not be permitted to assign the leases “free and clear” of the landlords’ rights under the Unexpired Leases to assert claims against the proposed assignee for accrued but unbilled adjustments, or in the alternative the Court should require the Sale Order establish an escrow to ensure availability for year-end adjustments.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> See Plan at Art. V.D.</li> </ul>
			<ul style="list-style-type: none"> <li>As a condition to assumption and assignment, the assignee shall be required to enter into a short form Assumption and Assignment Agreement whereby the assignee shall become directly obligated to the Objecting Landlords, and the Leases’ notice address provisions shall be modified.</li> </ul>	<ul style="list-style-type: none"> <li>The Debtors believe this Objection has been resolved through further discussion with the Objecting party.</li> </ul>
			<ul style="list-style-type: none"> <li>The Objecting Landlords reserve their rights to object with regard to liquidation sales proposed to be conducted after the Confirmation Date, and ask that the Court retain jurisdiction over store closing disputes until such sales conclude and the Unexpired Leases are rejected by the Debtors.</li> </ul>	<ul style="list-style-type: none"> <li>The Confirmation Order provides that disputes regarding the Store Closings will be subject to the jurisdiction of the Bankruptcy Code. See Confirmation Order ¶ 103.</li> </ul>
			<ul style="list-style-type: none"> <li>The Objecting Landlords join in the other objections filed to the extent not inconsistent with the Objecting Landlords’ arguments.</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
			<ul style="list-style-type: none"> <li>The Objecting Landlords reserve their rights with regard to issues of adequate assurance of future performance to the extent any further information comes to light between filing the Objection and the hearing, and further reserves the right to object to the final form of order related to the sale, confirmation, and assumption of the Unexpired Leases, and to the conduct of any liquidation sales</li> </ul>	<ul style="list-style-type: none"> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> </ul>
18.	360	Easton Gateway, LLC (“Easton”)	<ul style="list-style-type: none"> <li>Debtors’ scheduled cure amount is \$8,732, Easton asserting they are owed \$52,420.20.</li> <li>Lease cannot be assumed unless the actual cure amount is paid in full.</li> <li>Adequate assurance of future performance must be provided by the Winning Bidder.</li> <li>Assumption of the lease must require assumption of all obligations under the lease.</li> <li>Easton also reserves its right to increase, amend, or reconcile the cure amount.</li> </ul>	<ul style="list-style-type: none"> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li>The Debtors believe this Objection has been resolved by additional adequate assurance information provided by DBHI.</li> <li><b>Resolved.</b> The Plan does not contemplate assumption or assignment of the Unexpired Leases without complying with the terms of the Unexpired Leases. <i>See</i> Plan at Art. V.E.</li> <li><b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>

No.	Docket No.	Filing Party	Basis of Objection	Response to Objection <sup>2</sup>
19.	371	Town Square Ventures, L.P.	<ul style="list-style-type: none"> <li data-bbox="716 232 1440 329">• The proposed cure amount of \$6,893 is inadequate and Town Square Ventures, LP asserts the cure amount should be \$92,913.40.</li> <li data-bbox="716 394 1440 524">• If the Lease is assumed and assigned, Debtors must indemnify and hold Landlord harmless with respect to any existing claims that may not become known until after the assumption and assignment of the Lease</li> </ul>	<ul style="list-style-type: none"> <li data-bbox="1461 232 1965 362">• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> <li data-bbox="1461 394 1965 427">• <b>Resolved.</b> See Plan at Art. V.D.</li> </ul>

<b><u>Informal Objections</u></b>				
<b>No.</b>	<b>Docket No.</b>	<b>Filing Party</b>	<b>Basis of Objection</b>	<b>Response to Objection</b>
20.	Informal	Adobe Inc. and Magento Inc. (“ <u>Magento</u> ”)	<ul style="list-style-type: none"> <li>• Adobe is owed \$9,630, as compared to the Debtors’ scheduled \$0 cure amount.</li> <li>• Magento is owed \$307,860.09, as compared to the Debtors’ scheduled \$0 cure amount.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Adjourned.</b> Unless otherwise resolved by agreement among the parties, cure dispute adjourned to future hearing.</li> </ul>
21.	Informal	<ul style="list-style-type: none"> <li>• U.S. Trustee</li> </ul>	<ul style="list-style-type: none"> <li>• The Administrative Bar Date, as defined in the Plan, must be 30 days after notice of the Effective Date.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> See Plan at Art. I.A.1.</li> </ul>
			<ul style="list-style-type: none"> <li>• The definition of “Bar Date” in the Plan should be May 17, 2019 at 11:59 p.m. and should cite the Bar Date Order at Docket No. 193.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> See Plan at Art. I.A.13.</li> </ul>
			<ul style="list-style-type: none"> <li>• The Plan should independently define the “Governmental Bar Date.”</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> See Plan at Art. I.A.59.</li> </ul>
			<ul style="list-style-type: none"> <li>• The definition of “Exculpated Parties” in the Plan should be narrowed to include only fiduciaries of the Debtors’ Estates.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved.</b> See Plan at Art. I.A.53.</li> </ul>
			<ul style="list-style-type: none"> <li>• The Plan should clarify when the Debtors intend to implement the management incentive plan.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Resolved</b> through further discussions with the U.S. Trustee.</li> </ul>



			<ul style="list-style-type: none"> <li>The definition of “Plan Supplement” and any other relevant provisions of the Plan should conform to Local Rule 3017-2(g)’s timing requirement for filing the plan supplement.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> See Plan at Art. I.A.79.</li> </ul>
			<ul style="list-style-type: none"> <li>Former equity holders, officers, and directors should not be Released Parties under the Plan.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> See Plan at Arts. I.A.96; VIII.C; and VIII.D.</li> </ul>
			<ul style="list-style-type: none"> <li>There should be no language in the Plan that suggests the Plan is a settlement, including any references that the Plan settles Claims, Interests of Causes of Action pursuant to 9019 of the Bankruptcy Code.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> See Plan at Art. IV.A.</li> </ul>
			<ul style="list-style-type: none"> <li>The Bankruptcy Court may not retain <i>exclusive</i> jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved</b> through further discussions with the U.S. Trustee.</li> </ul>
			<ul style="list-style-type: none"> <li>The Debtors may make only non-material or ministerial changes to the Plan without further approval of the Bankruptcy Court; other modifications are subject to section 1127 of the Bankruptcy Code.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> See Plan at Art. X.A. The Plan clarifies that the Debtors’ modifications to the Plan are subject to certain restrictions set forth in 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.</li> </ul>
			<ul style="list-style-type: none"> <li>All fees payable pursuant to section 1930(a) of the Judicial Code should be paid on or before the Effective Date and the Debtors and Post-Effective Date Debtors, as applicable, should submit quarterly reports of all disbursements for the prior quarter.</li> </ul>	<ul style="list-style-type: none"> <li><b>Resolved.</b> See Confirmation Order ¶ 142.</li> </ul>