

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<p>In re:</p> <p>CBL &amp; ASSOCIATES PROPERTIES, INC., et al.,</p> <p style="text-align: center;">Debtors.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 20-35226 (DRJ)</p> <p>(Jointly Administered)</p>
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**LIMITED OBJECTION TO  
ASSUMPTION OF TJX STORES RELATED LEASES**

The TJX Companies, Inc., Marmaxx Operating Corp., and HomeGoods, Inc. (together, the “TJX Entities”) as lessees under certain non-residential real property leases (collectively, the “Leases”) for the stores listed on **Schedule A** hereto, by and through their undersigned counsel, hereby file this limited objection (this “Objection”) to the Debtor’s *Notice of Cure Amounts with Respect to Executory Contracts and Unexpired Leases of Debtors*, dated July 14, 2021 (the “Cure Notice”).<sup>1</sup> In support of this Objection, the TJX Entities respectful state as follows:

1. The TJX Entities are party to the Leases with various Debtors, listed in the “Debtor Entity” column on **Schedule A** (collectively, the “Landlords”).
2. On July 14, 2021, the TJX Entities were served with the Cure Notice, which provides:

The Debtors have determined that, except as set forth on the Schedule of Proposed Cure Amounts for Assumed Contracts and Unexpired Leases attached hereto as Exhibit A, the Cure Amount (i.e., the amount necessary to cure a monetary default by the Debtors) applicable to each of the Debtors’ executory contracts and unexpired leases that the Debtors intend to or may assume or assume and assign is zero dollars (\$0.00). Accordingly, the Debtors believe the Cure Amount for your contract or lease is zero dollars (\$0.00) unless your contract or lease is set forth on Exhibit A with a corresponding Cure Amount.

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Cure Notice.

Cure Notice, at 2. Thus, the Landlords allege no Cure Amount is due with regard to the assumption of any of the Leases.

3. Notwithstanding that there may be no liquidated amounts due and owing to the TJX Entities at this time, accrued but unbilled charges, and unliquidated liabilities may be, or may become, due to the TJX Entities in the ordinary course and in accordance with the terms of the Leases, regardless of whether such amounts accrued before or after the date of the assumption of the Leases, and which are obligations of the applicable Landlord under the Leases. Such amounts may include, without limitation, amounts related to common area maintenance reconciliations, real property tax adjustments, and insurance costs, among others.

4. The TJX Entities therefore requests that any order approving the assumption of the Leases provide that the Landlords shall remain obligated for the payment of (i) all accrued but unbilled charges, including, without limitation, amounts related to common area maintenance reconciliations, real property tax adjustments and insurance costs, when such charges become due in the ordinary course and in accordance with the terms of the Leases, regardless of whether such amounts accrued before or after the date of the assumption of the Leases and (ii) unliquidated liabilities. The TJX Entities expressly reserve their rights to assert that the payment in connection therewith must be made as a cure payment in connection with the assumption of the Leases.

#### **RESERVATION OF RIGHTS**

5. This Objection is filed with a full reservation of rights, including the right to supplement, modify or amend this Objection and make such other and further objections to the Cure Notice or any assumption and assignment of the Leases, including on the basis of failure to provide adequate assurance of future performance.

**CONCLUSION**

WHEREFORE, for the foregoing reasons, the TJX Entities respectfully request that any order entered by this Court authorizing the assumption of the Leases provide that the Landlords shall be obligated for the payment of unliquidated liabilities and all accrued but unbilled charges when such charges become due in the ordinary course and in accordance with the terms of the Leases, and respectfully requests that this Court grant to the TJX Entities such other and further relief as the Court deems just and proper.

Dated: July 27, 2021.  
New York, New York

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- and -

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*Counsel for The TJX Companies, Inc., Marmaxx  
Operating Corp., and HomeGoods, Inc.*

**CERTIFICATE OF SERVICE**

I certify that on July 27, 2021, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Eric M. English  
Eric M. English

**Schedule A**  
TJX Entities' Stores

<b>TJX Entity</b>	<b>Debtor Entity</b>	<b>Store Number</b>	<b>Mall Name</b>
The TJX Companies, Inc. (successor in interest to Newton Buying Corp.)	Hixson Mall, LLC	1080215	Northgate Mall
Marmaxx Operating Corp. (successor in interest to The TJX Companies, Inc.)	CBL/Westmoreland, L.P.	1080806	Westmoreland Crossing
The TJX Companies, Inc.	Northpark Mall/Joplin, LLC	1081088	NorthPark Mall
The TJX Companies, Inc.	Dakota Square Mall CMBS, LLC	1081489	Dakota Square Mall
Marmaxx Operating Corp.	CBL/Sunrise Commons, LP	1100791	Sunrise Commons
Marmaxx Operating Corp.	York Galleria Limited Partnership	1101383	York Galleria
HomeGoods, Inc.	Parkdale Anchor M, LLC	1280836	Parkdale Mall
HomeGoods, Inc.	Dakota Square Mall CMBS, LLC	1280861	Dakota Square Mall