

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

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In re:

EARTH FARE, INC., *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 11  
)  
) Case No. 20-10256 (KBO)  
)  
) Jointly Administered  
)  
) **Ref. Docket No. 318**

**CERTIFICATION OF COUNSEL  
REGARDING ORDER AUTHORIZING THE DEBTORS TO REJECT  
CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS  
EFFECT AS OF THE REJECTION EFFECTIVE DATE**

On March 30, 2020, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed *Debtors’ Third Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts Effective as of the Petition Date* [Docket No. 318] (the “**Motion**”), with a proposed order attached to the Motion as Exhibit A (the “**Proposed Order**”). Objections to the Motion were to be filed and served by 4:00 p.m. (ET) on April 13, 2020.

Prior to the objection deadline, MDC Coastal 12, LLC, a landlord under one of the rejected leases, requested certain modifications to the Proposed Order, to which the Debtors consented. Attached hereto as Exhibit A is a revised form of order granting the Motion (the “**Revised Proposed Order**”). For the convenience of the Court and other interested parties, a blackline comparison of the Proposed Order to the Revised Proposed Order is attached hereto as Exhibit B.

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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: Earth Fare, Inc. (3936) and EF Investment Holdings, Inc. (8084). The mailing address for each of the Debtors is 220 Continuum Drive, Fletcher, North Carolina 28732.

Accordingly, the Debtors respectfully request that the Court enter the Revised Proposed Order at the Court's earliest convenience.

Dated: April 15, 2020  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Sean T. Greecher

Pauline K. Morgan (No. 3650)

M. Blake Cleary (No. 3614)

Sean T. Greecher (No. 4484)

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*Counsel to the Debtors  
and Debtors in Possession*

**EXHIBIT A**

**Revised Proposed Order**

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

In re:

EARTH FARE, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 20-10256 (KBO)

(Jointly Administered)

**Ref. Docket No. 318**

**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN  
UNEXPIRED LEASES AND EXECUTORY CONTRACTS EFFECTIVE  
AS OF THE REJECTION EFFECTIVE DATE**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order, pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, authorizing the Debtors to (i) reject the Rejected Agreements set forth on Exhibits 1 and 2 to this Order, effective as of March 31, 2020 (the “**Rejection Effective Date**”); and (ii) abandon, effective as of the Rejection Effective Date, any Personal Property that remains on any of the Premises subject to the Rejected Leases; and upon consideration of the First Day Declaration and the record of the Chapter 11 Cases; and having determined that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and having determined that this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and having determined that venue of the Chapter 11 Cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that

<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: Earth Fare, Inc. (3936) and EF Investment Holdings, Inc. (8084). The mailing address for each of the Debtors is 220 Continuum Drive, Fletcher, North Carolina 28732.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Effective Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Effective Date, on any of the Premises is hereby abandoned by the Debtors and their estates, free and clear of all liens, claims, encumbrances and interests, with such abandonment being effective as of the Rejection Effective Date.
4. Landlords of the Rejected Leases may utilize or dispose of any and all abandoned Personal Property remaining on the Premises, in their sole discretion, free and clear of all liens, encumbrances, and interests, and without further notice or liability to the Debtors and their estates or to any third party and without waiver of any claim Landlords may have against the Debtors and their estates.
5. Effective as of the Rejection Effective Date, all personal property leased by the Debtors pursuant to a Rejected Agreement, including equipment (the “**Rejected Personal Property**”), is no longer property of the Debtors’ bankruptcy estates in accordance with section

365(p)(1) of the Bankruptcy Code, the automatic stay under section 362(a) of the Bankruptcy Code is terminated in accordance with section 365(p)(1) of the Bankruptcy Code, and the non-Debtor party to such Rejected Agreement shall have all rights, legal and equitable, in and to the respective Rejected Personal Property, free and clear of all liens, claims, and encumbrances. Nothing herein shall prejudice the rights of any non-Debtor party to a Rejected Agreement to assert an administrative expense claim related to a Rejected Agreement, including, without limitation, on account of repairs to the Rejected Personal Property required under the Rejected Agreement and charges related to taking possession of the Rejected Personal Property, and all rights of the Debtors, their estates, and interested parties in the Chapter 11 Cases shall be reserved with respect to any such asserted administrative expense claims.

6. If the Debtors have deposited monies with a Counterparty to a Rejected Agreement as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

7. Any person or entity that holds a claim that arises from the Rejected Agreements must file a proof of claim based on such rejection by the later of: (i) the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court; or (ii) thirty (30) days after the entry of this Order.

8. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates to assert that any claims for damages arising from the Debtors' rejection of the Rejected Agreements are limited to any remedies available under any applicable termination provisions of such Rejected Agreements, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

9. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

10. The rights of the Debtors and their estates to assert that the Rejected Agreements rejected hereby expired by their own terms or were terminated prior to the date hereof are fully preserved, and the Debtors and their estates do not waive any claims that they may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements.

11. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

12. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

13. This Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

**EXHIBIT 1****Rejected Real Property Leases**

<b>Store Number</b>	<b>Counterparty Name</b>	<b>Counterparty Address</b>	<b>Premises Name</b>	<b>Address of Premises</b>
110	SUSO 4 Battleground LP, c/o Slate Asset Management, L.P.	<p>121 King Street West, Suite 200 Toronto, ON M5H 3T9 Canada Attn: Legal Department</p> <p>Lippes Mathias Wexler Friedman LLP 50 Fountain Plaza, Suite 1700 Buffalo, NY 14202-2216 Attn: Paul F. Wells, Esq. pwells@lippes.com Ms. Marcia Zgoda mzgoda@lippes.com</p> <p>CBRE c/o SUSO 4 Battleground LP 101 CentrePort Drive, Suite 160 Greensboro, NC 27409 Attn: Brad Swift (336) 373-8800 Brad.Swift@CBRE-Triad.com</p>	Battleground Village	2965 Battleground Ave. Greensboro, NC 27408
115	Palladium Development V, LLC	<p>1111 Metropolitan Avenue, #700 Charlotte, NC 28204 Attn: Legal Department</p> <p>PO Box 36799 Charlotte, NC 28236-6799</p>	Palladium Shopping Center	4105 Brian Jordan Place High Point, NC 27265
125	Ferncroft Morrison LLC	<p>121 W Trade Street, Suite 2500 Charlotte, NC 28202 Attn: Anita Adams</p>	N/A	721 Governor Morrison St. Suite 110 Charlotte, NC 28211
140	Brierdale Limited Partnership c/o American Asset Corp.	<p>5950 Fairview Rd, Suite 800 Charlotte, NC 28210 Attn: President</p>	Brierdale Shopping Center	10341 Moncreiffe Rd. Raleigh, NC 27617



Store Number	Counterparty Name	Counterparty Address	Premises Name	Address of Premises
145	MP Subsidiary, LLC c/o CASTO Southeast Realty Services, LLC	5391 Lakewood Ranch Blvd, Suite 100 Sarasota, FL 34240 Attn: Legal Department	N/A	951 Morrisville Pkwy. Morrisville, NC 27560
160	Cole GS Huntersville NC, LLC c/o Cole	2325 East Camelback Rd, Suite 1100 Phoenix, AZ 85016	N/A	14021 Boren St. Huntersville, NC 28078
165	Concord Mills NC, LLC c/o Thompson Thrift Development Inc.	901 Wabash Avenue Terre Haute, IN 47807 Attn: Jan Price	N/A	8885 Christenbury Pkwy. Concord, NC 28027
167	RGOP 2, LLC c/o Childress Klien	301 S. College Street, Suite 2800 Charlotte, NC 28202	N/A	14124 Steele Creek Road Charlotte, NC 28273
180	HRP Renaissance Market, LLC c/p Retail Planning Corporation	35 Johnson Ferry Road Marietta, GA 30068 Attn: Kim Trotter	N/A	943 Military Cutoff Rd. Wilmington, NC 28405
200	South Windermere Assoc. LTD Partnership c/o Gould & Company	715 Boylston Street Boston, MA 02116 Attn: Mr. Gould	South Windermere Shopping Center	74 Folly Road Blvd. Charleston, SC 29407
205	Harbor Gramling Summerville LLC c/o Retail Planning Corporation	35 Johnson Ferry Road Marietta, GA 30068 Attn: Kim Trotter	Summerville Marketplace Shopping Center	1101 N Main St. Summerville, SC 29483
240	Pelham @85 Holding Company, LLC	PO Box 1805 Greenville, SC 29602 Attn: Nancy Peters	Pelham @ 85 Shopping Center	3620 Pelham Rd. Greenville, SC 29615
257	Lakes at Woodmont Apartments, LLC c/o CASTO	250 Civic Center Drive, Suite 500 Columbus, OH 43215	N/A	2351-103 Len Patterson Rd. Fort Mill, SC 29708
325	Forsyth Owner LP, c/o Core Property Capital, LLC	410 Peachtree Parkway Cumming, GA 30041	The Collection at Forsyth	3140 Ronald Reagan Blvd. Cumming, GA 30041
400	Holrob-Schaffler Partnership I c/o Holrob Commercial Realty, LLC	7741 S Northshore Drive, Suite 103 Knoxville, TN 37919	Turkey Creek	10903 Parkside Dr. Knoxville, TN 37934
405	Holrob-Schaffler Partnership I c/o Strategic Acquisitions Groups, LLC	6480 Kingston Pike Knoxville, TN 37919	N/A	140 North Forest Park Blvd. Knoxville, TN 37919

Store Number	Counterparty Name	Counterparty Address	Premises Name	Address of Premises
410	Cox Investments, GP, c/o Cox Property Management	PO Box 3891, 2304 Silverdale Dr. Suite 200 Johnson City, TN 37601	University Plaza	1735 W. State of Franklin Rd. Johnson City, TN 37604
425	Harvest Market LLC	1450 Shirestone Court Soddy Daisy, TN 37379	N/A	5414 Hixson Pike Hixson, TN 37343
555	Property Management Support Atlantic Kernan Land Trust c/o Sleiman	1 Sleiman Parkway, Suite 230 Jacksonville, FL 32216 Attn: Elise Greenbaum	N/A	11901 Atlantic Blvd. Suite 250 Jacksonville, FL 32225
559	Sleiman Enterprises	1 Sleiman Parkway, Suite 230 Attn: Legal Department Jacksonville, FL 32216	The Shoppes of St. Johns Parkway	120 Shops Blvd. Saint Johns, FL 32259
565	Seminole Mall LP c/o North American Development Group	400 Clematis Street, Suite 201 West Palm Beach, FL 33401 Attn: Jeff Preston	Seminole City Center	7774 113th St. N. Seminole, FL 33772
567	Rainier Woodlands Square Acquisition, LLC c/o 5/ten Management	4801 PGA Boulevard Palm Beach Gardens, FL 33418 Attn: Legal Department	N/A	3136 Tampa Road Oldsmar, FL 34677
568	Hutton Pasco Power Center EX, LLC	736 Cherry St. Chattanooga, TN 37421	N/A	25535 Sierra Center Blvd. Lutz, FL 33559
580	Crescent Communities	3340 Peachtree Rd. NE, Suite 1560 Atlanta, GA 30326	N/A	9 W Gore Street Orlando, FL 32801
582	NADG/Blackfin Partners LP c/o Centrecorp Management Services, LLLP (LAKE NONA)	1135 Town Park Avenue, Suite 2165 Lake Mary, FL 32746	N/A	13024 Narcoossee Rd. Orlando, FL 32832
600	Shops of Fairlawn Delaware LLC c/o Robert L. Stark Enterprises	629 Euclid Avenue, Suite 1300 Cleveland, OH 44114	The Shops of Fairlawn	3737 West Market Street Fairlawn, OH 44333
605	3939 Everhard, LLC c/o DeVille Developments	3951 Convenience Circle NW Canton, OH 44718	The Venue at Belden	3939 Everhard Rd NW Canton, OH 44709
620	IRC Retail Centers	814 Commerce Drive, Suite 300 Oak Brook, IL 60523 Attn: Robert Mrazek	Westgate Shopping Center	3450 Westgate Fairview Park, OH 44126
670	Hamilton TC, LLC c/o Simon Property Group	225 West Washington Street Indianapolis, IN 46204 Attn: Megan Earnest	N/A	13145 Levinson Lane Noblesville, IN 46060

<b>Store Number</b>	<b>Counterparty Name</b>	<b>Counterparty Address</b>	<b>Premises Name</b>	<b>Address of Premises</b>
680	Dupont Crossing LLC	PO Box 10359 521 West Washington Blvd. Fort Wayne, IN 46851 Attn: John Rogers or Roberta Davis	N/A	704 E. Dupont Road Fort Wayne, IN 46825
685	Vanbarton Group	8811 Hardegan Street, Suite 350 Indianapolis, IN 46227 Attn: Legal Department	N/A	2110 E. County Line Road Suite D-5 Indianapolis, IN 46227
750	USRP I LLC c/o Regency Centers Corporation	One Independent Dr. Suite 114 Jacksonville, FL 32202 Attn: Lease Administrator	N/A	11052 Lee Hwy Fairfax, VA 22030

**EXHIBIT 2****Rejected Contract(s)**

<b>Counterparty Name(s)</b>	<b>Service Provided</b>	<b>Counterparty Address</b>	<b>Agreement Information</b>	<b>Rejection Effective Date</b>
Advanced Business Equipment, Inc.	Operations	3072 Sweeten Creek Road Asheville, NC 28803	Contract Number 25505923, dated as of 5/31/18	March 31, 2020
DE LAGE LANDEN Financial Services, Inc.		1111 Old Eagle School Rd. Wayne, PA 19087		

**EXHIBIT B**

**Blackline Comparison**

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

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In re:

EARTH FARE, INC., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
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) Case No. 20-10256 (KBO)  
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**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN  
UNEXPIRED LEASES AND EXECUTORY CONTRACTS EFFECTIVE  
AS OF THE REJECTION EFFECTIVE DATE**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order, pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, authorizing the Debtors to (i) reject the Rejected Agreements set forth on Exhibits 1 and 2 to this Order, effective as of March 31, 2020 (the “**Rejection Effective Date**”); and (ii) abandon, effective as of the Rejection Effective Date, any Personal Property that remains on any of the Premises subject to the Rejected Leases; and upon consideration of the First Day Declaration and the record of the Chapter 11 Cases; and having determined that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and having determined that this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and having determined that venue of the Chapter 11 Cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that

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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: Earth Fare, Inc. (3936) and EF Investment Holdings, Inc. (8084). The mailing address for each of the Debtors is 220 Continuum Drive, Fletcher, North Carolina 28732.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Effective Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Effective Date, on any of the Premises is hereby abandoned by the Debtors and their estates, free and clear of all liens, claims, encumbrances and interests, with such abandonment being effective as of the Rejection Effective Date.
4. Landlords of the Rejected Leases may utilize or dispose of any and all abandoned Personal Property remaining on the Premises-, in their sole discretion, free and clear of all liens, encumbrances, and interests, and without further notice or liability to the Debtors and their estates or to any third party and without waiver of any claim Landlords may have against the Debtors and their estates.
5. Effective as of the Rejection Effective Date, all personal property leased by the Debtors pursuant to a Rejected Agreement, including equipment (the “**Rejected Personal Property**”), is no longer property of the Debtors’ bankruptcy estates in accordance with section

365(p)(1) of the Bankruptcy Code, the automatic stay under section 362(a) of the Bankruptcy Code is terminated in accordance with section 365(p)(1) of the Bankruptcy Code, and the non-Debtor party to such Rejected Agreement shall have all rights, legal and equitable, in and to the respective Rejected Personal Property, free and clear of all liens, claims, and encumbrances. Nothing herein shall prejudice the rights of any non-Debtor party to a Rejected Agreement to assert an administrative expense claim related to a Rejected Agreement, including, without limitation, on account of repairs to the Rejected Personal Property required under the Rejected Agreement and charges related to taking possession of the Rejected Personal Property, and all rights of the Debtors, their estates, and interested parties in the Chapter 11 Cases shall be reserved with respect to any such asserted administrative expense claims.

6. If the Debtors have deposited monies with a Counterparty to a Rejected Agreement as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

7. Any person or entity that holds a claim that arises from the Rejected Agreements must file a proof of claim based on such rejection by the later of: (i) the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court; or (ii) thirty (30) days after the entry of this Order.

8. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates to assert that any claims for damages arising from the Debtors' rejection of the Rejected Agreements are limited to any remedies available under any applicable termination provisions of such Rejected Agreements, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.



9. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

10. The rights of the Debtors and their estates to assert that the Rejected Agreements rejected hereby expired by their own terms or were terminated prior to the date hereof are fully preserved, and the Debtors and their estates do not waive any claims that they may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements.

11. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

12. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

13. This Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

**EXHIBIT 1****Rejected Real Property Leases**

<b>Store Number</b>	<b>Counterparty Name</b>	<b>Counterparty Address</b>	<b>Premises Name</b>	<b>Address of Premises</b>
110	SUSO 4 Battleground LP, c/o Slate Asset Management, L.P.	<p>121 King Street West, Suite 200 Toronto, ON M5H 3T9 Canada Attn: Legal Department</p> <p>Lippes Mathias Wexler Friedman LLP 50 Fountain Plaza, Suite 1700 Buffalo, NY 14202-2216 Attn: Paul F. Wells, Esq. pwells@lippes.com Ms. Marcia Zgoda mzgoda@lippes.com</p> <p>CBRE c/o SUSO 4 Battleground LP 101 CentrePort Drive, Suite 160 Greensboro, NC 27409 Attn: Brad Swift (336) 373-8800 Brad.Swift@CBRE-Triad.com</p>	Battleground Village	2965 Battleground Ave. Greensboro, NC 27408
115	Palladium Development V, LLC	<p>1111 Metropolitan Avenue, #700 Charlotte, NC 28204 Attn: Legal Department</p> <p>PO Box 36799 Charlotte, NC 28236-6799</p>	Palladium Shopping Center	4105 Brian Jordan Place High Point, NC 27265
125	Ferncroft Morrison LLC	<p>121 W Trade Street, Suite 2500 Charlotte, NC 28202 Attn: Anita Adams</p>	N/A	721 Governor Morrison St. Suite 110 Charlotte, NC 28211
140	Brierdale Limited Partnership c/o American Asset Corp.	<p>5950 Fairview Rd, Suite 800 Charlotte, NC 28210 Attn: President</p>	Brierdale Shopping Center	10341 Moncreiffe Rd. Raleigh, NC 27617

Store Number	Counterparty Name	Counterparty Address	Premises Name	Address of Premises
145	MP Subsidiary, LLC c/o CASTO Southeast Realty Services, LLC	5391 Lakewood Ranch Blvd, Suite 100 Sarasota, FL 34240 Attn: Legal Department	N/A	951 Morrisville Pkwy. Morrisville, NC 27560
160	Cole GS Huntersville NC, LLC c/o Cole	2325 East Camelback Rd, Suite 1100 Phoenix, AZ 85016	N/A	14021 Boren St. Huntersville, NC 28078
165	Concord Mills NC, LLC c/o Thompson Thrift Development Inc.	901 Wabash Avenue Terre Haute, IN 47807 Attn: Jan Price	N/A	8885 Christenbury Pkwy. Concord, NC 28027
167	RGOP 2, LLC c/o Childress Klien	301 S. College Street, Suite 2800 Charlotte, NC 28202	N/A	14124 Steele Creek Road Charlotte, NC 28273
180	HRP Renaissance Market, LLC c/p Retail Planning Corporation	35 Johnson Ferry Road Marietta, GA 30068 Attn: Kim Trotter	N/A	943 Military Cutoff Rd. Wilmington, NC 28405
200	South Windermere Assoc. LTD Partnership c/o Gould & Company	715 Boylston Street Boston, MA 02116 Attn: Mr. Gould	South Windermere Shopping Center	74 Folly Road Blvd. Charleston, SC 29407
205	Harbor Gramling Summerville LLC c/o Retail Planning Corporation	35 Johnson Ferry Road Marietta, GA 30068 Attn: Kim Trotter	Summerville Marketplace Shopping Center	1101 N Main St. Summerville, SC 29483
240	Pelham @85 Holding Company, LLC	PO Box 1805 Greenville, SC 29602 Attn: Nancy Peters	Pelham @ 85 Shopping Center	3620 Pelham Rd. Greenville, SC 29615
257	Lakes at Woodmont Apartments, LLC c/o CASTO	250 Civic Center Drive, Suite 500 Columbus, OH 43215	N/A	2351-103 Len Patterson Rd. Fort Mill, SC 29708
325	Forsyth Owner LP, c/o Core Property Capital, LLC	410 Peachtree Parkway Cumming, GA 30041	The Collection at Forsyth	3140 Ronald Reagan Blvd. Cumming, GA 30041
400	Holrob-Schaffler Partnership I c/o Holrob Commercial Realty, LLC	7741 S Northshore Drive, Suite 103 Knoxville, TN 37919	Turkey Creek	10903 Parkside Dr. Knoxville, TN 37934
405	Holrob-Schaffler Partnership I c/o Strategic Acquisitions Groups, LLC	6480 Kingston Pike Knoxville, TN 37919	N/A	140 North Forest Park Blvd. Knoxville, TN 37919

Store Number	Counterparty Name	Counterparty Address	Premises Name	Address of Premises
410	Cox Investments, GP, c/o Cox Property Management	PO Box 3891, 2304 Silverdale Dr. Suite 200 Johnson City, TN 37601	University Plaza	1735 W. State of Franklin Rd. Johnson City, TN 37604
425	Harvest Market LLC	1450 Shirestone Court Soddy Daisy, TN 37379	N/A	5414 Hixson Pike Hixson, TN 37343
555	Property Management Support Atlantic Kernan Land Trust c/o Sleiman	1 Sleiman Parkway, Suite 230 Jacksonville, FL 32216 Attn: Elise Greenbaum	N/A	11901 Atlantic Blvd. Suite 250 Jacksonville, FL 32225
559	Sleiman Enterprises	1 Sleiman Parkway, Suite 230 Attn: Legal Department Jacksonville, FL 32216	The Shoppes of St. Johns Parkway	120 Shops Blvd. Saint Johns, FL 32259
565	Seminole Mall LP c/o North American Development Group	400 Clematis Street, Suite 201 West Palm Beach, FL 33401 Attn: Jeff Preston	Seminole City Center	7774 113th St. N. Seminole, FL 33772
567	Rainier Woodlands Square Acquisition, LLC c/o 5/ten Management	4801 PGA Boulevard Palm Beach Gardens, FL 33418 Attn: Legal Department	N/A	3136 Tampa Road Oldsmar, FL 34677
568	Hutton Pasco Power Center EX, LLC	736 Cherry St. Chattanooga, TN 37421	N/A	25535 Sierra Center Blvd. Lutz, FL 33559
580	Crescent Communities	3340 Peachtree Rd. NE, Suite 1560 Atlanta, GA 30326	N/A	9 W Gore Street Orlando, FL 32801
582	NADG/Blackfin Partners LP c/o Centrecorp Management Services, LLLP (LAKE NONA)	1135 Town Park Avenue, Suite 2165 Lake Mary, FL 32746	N/A	13024 Narcoossee Rd. Orlando, FL 32832
600	Shops of Fairlawn Delaware LLC c/o Robert L. Stark Enterprises	629 Euclid Avenue, Suite 1300 Cleveland, OH 44114	The Shops of Fairlawn	3737 West Market Street Fairlawn, OH 44333
605	3939 Everhard, LLC c/o DeVille Developments	3951 Convenience Circle NW Canton, OH 44718	The Venue at Belden	3939 Everhard Rd NW Canton, OH 44709
620	IRC Retail Centers	814 Commerce Drive, Suite 300 Oak Brook, IL 60523 Attn: Robert Mrazek	Westgate Shopping Center	3450 Westgate Fairview Park, OH 44126
670	Hamilton TC, LLC c/o Simon Property Group	225 West Washington Street Indianapolis, IN 46204 Attn: Megan Earnest	N/A	13145 Levinson Lane Noblesville, IN 46060

<b>Store Number</b>	<b>Counterparty Name</b>	<b>Counterparty Address</b>	<b>Premises Name</b>	<b>Address of Premises</b>
680	Dupont Crossing LLC	PO Box 10359 521 West Washington Blvd. Fort Wayne, IN 46851 Attn: John Rogers or Roberta Davis	N/A	704 E. Dupont Road Fort Wayne, IN 46825
685	Vanbarton Group	8811 Hardegan Street, Suite 350 Indianapolis, IN 46227 Attn: Legal Department	N/A	2110 E. County Line Road Suite D-5 Indianapolis, IN 46227
750	USRP I LLC c/o Regency Centers Corporation	One Independent Dr. Suite 114 Jacksonville, FL 32202 Attn: Lease Administrator	N/A	11052 Lee Hwy Fairfax, VA 22030

**EXHIBIT 2****Rejected Contract(s)**

<b>Counterparty Name(s)</b>	<b>Service Provided</b>	<b>Counterparty Address</b>	<b>Agreement Information</b>	<b>Rejection Effective Date</b>
Advanced Business Equipment, Inc.	Operations	3072 Sweeten Creek Road Asheville, NC 28803	Contract Number 25505923, dated as of 5/31/18	March 31, 2020
DE LAGE LANDEN Financial Services, Inc.		1111 Old Eagle School Rd. Wayne, PA 19087		