

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov**

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC, ¹	Case No. 6:24-bk-_____
RED LOBSTER RESTAURANTS LLC,	Case No. 6:24-bk-_____
RLSV, INC.,	Case No. 6:24-bk-_____
RED LOBSTER CANADA, INC.	Case No. 6:24-bk-_____
RED LOBSTER HOSPITALITY LLC	Case No. 6:24-bk-_____
RL KANSAS LLC	Case No. 6:24-bk-_____
RED LOBSTER SOURCING LLC	Case No. 6:24-bk-_____
RED LOBSTER SUPPLY LLC	Case No. 6:24-bk-_____
RL COLUMBIA LLC	Case No. 6:24-bk-_____
RL OF FREDERICK, INC.	Case No. 6:24-bk-_____
RED LOBSTER OF TEXAS, INC.	Case No. 6:24-bk-_____
RL MARYLAND, INC.	Case No. 6:24-bk-_____
RED LOBSTER OF BEL AIR, INC.	Case No. 6:24-bk-_____
RL SALISBURY, LLC,	Case No. 6:24-bk-_____
RED LOBSTER INTERNATIONAL HOLDINGS LLC,	Case No. 6:24-bk-_____

Debtors.

(Joint Administration Pending)

**DEBTORS' FIRST OMNIBUS EMERGENCY MOTION FOR ORDER AUTHORIZING
(A) REJECTION OF UNEXPIRED LEASES OF NON-RESIDENTIAL REAL
PROPERTY *EFFECTIVE AS OF THE PETITION DATE*, (B) ABANDONMENT OF ANY
REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES, AND
(C) FIXING A BAR DATE FOR CLAIMS OF COUNTERPARTIES**

(Emergency Hearing Requested)

Basis for Requested Emergency Hearing

The Debtors respectfully request the Court conduct an emergency hearing on this Motion. The Debtors seek to reject the unexpired leases and abandon any personal property remaining at leased premises on an

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors' principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

emergency basis effective as of the Petition Date in order to avoid incurring post-petition administrative rent. Prior to the Petition Date, the Debtors closed the restaurants, and vacated the spaces, that are the subject of these unexpired leases.

THIS MOTION SEEKS TO REJECT CERTAIN UNEXPIRED NON-RESIDENTIAL REAL PROPERTY LEASES. PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND UNEXPIRED NON-RESIDENTIAL REAL PROPERTY LEASES IN THE SCHEDULES ATTACHED TO EXHIBIT A OF THIS MOTION. THE ATTACHED EXHIBIT "A" LISTS THE NAME OF EACH PARTY TO A LEASE ALPHABETICALLY.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), by and through their proposed undersigned counsel, file this first omnibus emergency motion (“Motion”), and pursuant to section 365(a) of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), hereby request the entry of an order authorizing, but not directing, the Debtors to (i) reject certain unexpired leases of non-residential real property (collectively, the “Rejected Leases”) set forth on **Exhibit A** effective as of May 19, 2024 (the “Petition Date”), (ii) abandon, effective as of the Petition Date, any personal property of the Debtors, including, but not limited to, furniture, fixtures, and equipment that remains, as of the Petition Date, on any of the premises (collectively, the “Leased Premises”) subject to the Rejected Leases, and (iii) fix a bar date for claims, if any, of the counterparties to each Rejected Lease (the “Counterparties”). In support of the Motion, the Debtors rely upon the *Declaration of Jonathan Tibus in Support of Debtors’ Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”), which was filed on or about the date hereof, and is incorporated herein by reference, and represent as follows:

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 365(a) and 554 of the Bankruptcy Code and Bankruptcy Rule 6006 and 6007.

Background

A. General Background

4. On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

5. The Debtors are operating their businesses and managing their affairs as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. For a detailed description of the Debtors and their operations, the Debtors respectfully refer the Court and parties in interest to the First Day Declaration.

B. The Leases

7. The Debtors currently operate approximately 570 casual seafood restaurants primarily located across the United States and Canada with nearly 36,000 employees.

8. With the assistance of Keen-Summit Capital Partners LLC (“Keen Summit”), the Debtors’ real estate advisor, the Debtors’ lease rationalization process has accelerated in recent weeks in connection with the Debtors’ broader restructuring efforts. Keen Summit has aided in the Debtors’ review and identification of Leases that are likely to continue to drive losses for the Debtors and should be rejected. The Debtors’ meticulous, well-considered lease rejection plan is centered on value maximization.

9. In order to manage their business and assets responsibly and economically, the Debtors seek to reject unexpired leases of nonresidential property, which are a burden on the Debtors and their estates. To that end, the Debtors have identified the Rejected Leases as leases that the Debtors will not require to operate their business going forward and can be rejected immediately, as of the Petition Date.

10. The Debtors are no longer occupying, nor have use for, the Leased Premises. The Rejected Leases require the payment of base monthly rent, applicable sales taxes, and prorated common area and real estate tax expenses associated with each applicable location. As a result, the Rejected Leases and Personal Property (as defined below) remaining at the foregoing properties have no value or benefit to the estates and will not be included as part of the assets for sale in these chapter 11 cases.

11. The Debtors have determined, in their business judgment, to reject the Rejected Leases and abandon any remaining Personal Property, effective as of the Petition Date, so as to avoid the incurrence of continued rental obligations related to the Rejected Leases or the Leased Premises.

Relief Requested

12. By this Motion, the Debtors seek entry of an order, pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (a) authorizing and approving the Debtors' rejection of the Rejected Leases, effective as of the Petition Date, (b) confirming that any furniture, fixtures and equipment or other assets remaining at each Leased Premises (collectively, the "Personal Property") not removed by the Petition Date or otherwise within the time agreed upon by and among the Debtors and the Counterparty of the applicable Leased Premises (unless extended by agreement among the Debtors and the applicable Counterparty) are deemed abandoned by the

Debtors pursuant to section 554 of the Bankruptcy Code without the applicable Counterparty incurring liability to any person or entity, and upon such abandonment at the time of the rejection of the applicable lease for the Leased Premises, the applicable Counterparty shall be permitted to use or dispose of such abandoned Personal Property remaining at such Leased Premises without notice or liability to the Debtors or any third person or entity, and (c) fixing a bar date for claims, if any, of the Counterparties.

13. The Debtors have concluded that the Rejected Leases are not necessary for a sale, and have determined that continued performance under the Rejected Leases would constitute an unnecessary drain upon the financial resources of Debtors' cash (on account of May 2024 rent, and all subsequent rents, and any related expenses for the Rejected Leases that would otherwise accrue). In addition, the Debtors seek to abandon, effective as of the Petition Date, any Personal Property that remains on any of the Leased Premises. The Debtors respectfully submit that this related relief is necessary and appropriate.

14. To the extent notice of the Debtors' intention to reject the Rejected Leases has not been previously provided, the filing and service of this Motion shall serve as notice to the Counterparties of the Debtors' intention to reject the Rejected Leases listed on **Exhibit A**.

Basis for Relief

A. Rejection of the Rejected Leases, Effective as of the Petition Date, Reflects the Debtors' Sound Business Judgment.

15. Section 365(a) of the Bankruptcy Code provides that a trustee or debtor in possession, "subject to the court's approval, may ... reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a); *see also Univ. Med. Ctr. v. Sullivan (In re Univ. Med. Ctr.)*, 973 F.2d 1065, 1075 (3d Cir. 1992). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart*

Title Guar. Co. v. Old Republic Nat'l Title Co., 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Muerexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); *see also In re TOUSA, Inc.*, 598 Fed. App'x 761, 763 n. 3 (11th Cir. March 26, 2015) (unpublished).

16. The right of a debtor-in-possession to reject unexpired leases and executory contracts is fundamental to the bankruptcy process because it supplies a mechanism to eliminate financial burdens on the bankruptcy estate. *See In re Wells*, 227 B.R. 553, 564 (Bankr. M.D. Fla. 1998). The United States Court of Appeal for the Eleventh Circuit has noted that the decision to reject an executory contract or unexpired lease is primarily administrative and should be given great deference by the court, subject only to a review under the “business judgment” rule. *See In Re Gardinier, Inc.*, 831 F.2d 974, 976, n. 2 (11th Cir. 1987); *Colony Beach & Tennis Club, Inc. v. Colony Beach & Tennis Club Ass'n (In re Colony Beach & Tennis Club Ass'n, Inc.)*, Case No. 8:09-cv- 535-T-33, 2010 WL 746708, at *8 (M.D. Fla. March 2, 2010) (“[T]he bankruptcy court may not substitute its own judgment for that of a debtor unless the debtor’s decision is so manifestly unreasonable that it must be based upon bad faith, whim, or caprice.”) (citing *In re Surfside Resort and Suites, Inc.*, 325 B.R. 465, 469 (Bankr. M.D. Fla. 2005) (internal citations omitted); *Surfside Resort and Suites*, 325 B.R. at 469; *In re Weaver Oil Co., Inc.*, No. 08-40379-LMK, 2008 WL 8202063, 2008 Bankr. LEXIS 4159, at *4-5 (Bankr. N.D. Fla. Nov. 17, 2008); *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an unexpired lease “should be granted as a matter of course”); *see also NLRB v. Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *In re Taylor*, 913 F.2d 102, 107 (3d Cir. 1990); *see also In re Federal*

Mogul Global, Inc., 293 B.R. 124, 126 (D. Del. 2003); *In re HQ Global Holdings*, 290 B.R. 507, 511 (Bankr. D. Del. 2003).

17. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkum*, 488 A.2d 858, 872 (Del. 1985)), appeal dismissed, 3 F.3d 49 (2d Cir. 1993). So long as the decision to assume or reject is a reasonable exercise of business judgment, the court should approve the assumption or rejection of an unexpired lease. *See also NLRB v. Bildisco and Bildisco*, 465 U.S. 513, 523 (1984); *Group of Institutional Investors v. Chicago M. St. P. & P. R. R. Co.*, 318 U.S. 523, 550-51 (1943).

18. Rejection of an executory contract or unexpired lease is appropriate where rejection of the contract or lease would benefit the estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distribution Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 40 (3d Cir. 1989). The standard for rejection is satisfied when a trustee or debtor has made a business determination that rejection will benefit the estate. *See Commercial Fin. Ltd. v. Hawaii Dimensions, Inc. (In re Hawaii Dimensions, Inc.)*, 47 B.R. 425, 427 (D. Haw. 1985) (“under the business judgment test, a court should approve a debtor’s proposed rejection if such rejection will benefit the estate.”).

19. Pursuant to section 365(a) of the Bankruptcy Code, the Debtors seek to reject the Rejected Leases effective as of the Petition Date in order to avoid the possibility of incurring any additional expenses and costs related to the Rejected Leases. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 530 (1984) (stating that rejection relates back to the petition date); *In re Manis Lumber Co.*, 430 B.R. 269, 277 (N.D. Ga. 2009) (explaining that “a bankruptcy court has the equitable

discretion to order that rejection operate retroactively when appropriate to effect its fundamental objectives.”); *see also, e.g., Pacific Shores Development, LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1070–71 (9th Cir. 2004) (holding that “a bankruptcy court, in exercising its equitable powers under 11 U.S.C. § 105(a), may approve the retroactive rejection of a nonresidential lease when ‘necessary or appropriate to carry out the provisions of’ § 365(d).”); *Thinking Machines Corp. v. Mellon Financial Services Corp. # 1 (In re Thinking Machines Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995) (ruling that “a bankruptcy court, when principles of equity so dictate, may approve a rejection of a nonresidential lease pursuant to section 365(a) retroactive to the motion filing date.”); *Stonebriar Mall Ltd. Partnership v. CCI Wireless, LLC (In re CCI Wireless, LLC)*, 297 B.R. 133, 138 (D. Colo. 2003) (holding that a bankruptcy court “has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *In re Amber’s Stores, Inc.*, 193 B.R. 819, 827 (N.D. Tex. 1996); *In re Jamesway Corp.*, 179 B.R. 33, 37-38 (S.D.N.Y. 1995) (affirming bankruptcy court’s retroactive approval of lease rejection).

20. The Debtors seek to reject the Rejected Leases, in accordance with principles of sound business judgment and the circumstances of these cases. The Rejected Leases are, and will continue to be, a burden to the Debtors’ estates. There are no longer operations at the particular restaurants subject to the Rejected Leases, and the Debtors have no further use for each of the Leased Premises. The Debtors have vacated or will vacate the Leased Premises as of the Petition Date, and the Rejected Leases no longer provide any economic benefit to the Debtors’ estates.

21. Additionally, the Debtors have determined, in their reasonable business judgment, that there is no net benefit that can be realized from an attempt to market and assign the Rejected Leases. As a result, the Debtors have determined that the cost to the Debtors of continuing to

occupy the Leased Premises under the Rejected Leases, and of performing the Debtors' obligations under the Rejected Leases and incurring unnecessary administrative expenses, is burdensome, and that rejection of the Rejected Leases is, thus, in the best interests of the Debtors' estates and their creditors. For all of the above reasons, the Debtors submit that rejection of the Rejected Leases is in the best interests of the Debtors' estates and their creditors, and other parties in interest.

B. Authorizing the Debtors to Abandon any Personal Property Remaining at the Leased Premises as of the Petition Date is Appropriate.

22. In the event that any Personal Property remains on any of the Leased Premises as of the Petition Date, the Debtors request authority to abandon such Personal Property, pursuant to section 554(a) of the Bankruptcy Code, with such abandonment being effective as of the Petition Date.

23. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public's welfare. *See In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant in this case.

24. The Debtors submit that any abandoned Personal Property is of inconsequential value or burdensome to the Debtors' estates to remove. Among other things, the Debtors believe that the cost of retrieving, marketing, and reselling the abandoned Personal Property outweighs any recovery that the Debtors and their estates could reasonably hope to attain for such Personal Property. For the avoidance of doubt, the Debtors will not abandon any Personal Property containing any personal identifying information (which means information which alone or in

conjunction with other information identifies an individual, including, but not limited to, an individual's name, social security number, date of birth, government-issued identification number, account number, and credit or debit card number). As a result, the Debtors have determined, in their business judgment, that the abandonment of any such Personal Property, effective as of the Petition Date, is a sound exercise of their business judgment, and is necessary, prudent, and in the best interests of the Debtors, their estates, and creditors.

C. Claims Bar Date

25. As set forth above, the Counterparties may seek to assert claims in connection with the Rejected Leases or the rejection or termination of the Rejected Leases.

26. Rule 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") provides: "[t]he court shall fix . . . the time within which proofs of claim may be filed." Bankruptcy Rule 2002(a)(7) requires at least twenty-one days' notice by mail of the time fixed for filing proofs of claim and interest pursuant to Bankruptcy Rule 3003(c)(3).

27. The Debtors further request by this Motion that the Court fix the claims bar date with respect to the Rejected Leases to be the claims bar date to be established by the Court for all holders of general unsecured claims, failing which such claim or claims by the Counterparties shall be forever barred.

28. The Debtors reserve any and all rights to object to any rejection damage claims or other claims filed by any Counterparty.

Reservation of Rights

29. Nothing contained herein should be construed as a waiver of any of the Debtors' rights, defenses, or counterclaims with respect to any of the Rejected Leases. Nor does anything contained herein constitute an acknowledgement that a particular Rejected Lease constitutes an

unexpired lease of nonresidential real property under section 365 of the Bankruptcy Code, and has not otherwise expired by its own terms or upon agreement of the parties as of the date hereof. Further, nothing contained herein is intended or shall be construed as: (i) an admission as to the validity, amount or priority of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim; (iii) a promise or requirement to pay any claim; (iv) a waiver of any claim or cause of action of the Debtors that exists against any entity; (v) a ratification or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; (vi) a waiver of limitation of the Debtors' rights under the Bankruptcy Code, any other applicable law or any agreement; or (vii) an admission or concession by the Debtors that any lien is valid, and the Debtors expressly reserve and preserve their rights to contest the extent, validity, or perfection, or seek avoidance of, any lien.

WHEREFORE, the Debtors respectfully request that the Court enter an Order in the form attached hereto as **Exhibit B** granting the relief requested herein and granting such other and further relief as is just and proper.

[Intentionally Blank]

Dated: May 19, 2024

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Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.

Proposed Counsel for Debtors and Debtors-in-Possession

EXHIBIT A

(Rejected Leases)

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
1)	RED LOBSTER RESTAURANTS LLC	10010 STATION LLC C/O MAPP LLC 9101 RIVER RD POTOMAC, MARYLAND 20854-4627	RL1_0768	LEASE FOR STORE #768 9011 SNOWDEN SQUARE DRIVE, COLUMBIA, MARYLAND
2)	RED LOBSTER HOSPITALITY LLC	112 RLT LLC AND 116 RLT LLC C/O HOLM & OHARA LLP 3 WEST 35TH STREET 9TH FLOOR NEW YORK, NEW YORK 10001	RL1_6363	LEASE FOR STORE #6363 7835 INTERSTATE 35 S, SAN ANTONIO, TEXAS
3)	RED LOBSTER RESTAURANTS LLC	1726 NC LLC ATTN: CELESTE CARLESIMO 250 E 87TH ST APT 6A NEW YORK, NEW YORK 10128-3119	RL1_6377	LEASE FOR STORE #6377 1726 GLIDEWELL DRIVE, BURLINGTON, NORTH CAROLINA
4)	RED LOBSTER HOSPITALITY LLC	20 TOWNE CENTER OWNER LLC 740 ST. NICHOLAS AVENUE ATTN: MARCUS R. GREY NEW YORK, NEW YORK 10031	RL1_0848	LEASE FOR STORE #848 20 TOWNE CENTER CIRCLE, SANFORD, FLORIDA
5)	RED LOBSTER HOSPITALITY LLC	2300 RESTAURANT CORP 201 E LAS OLAS BLVD STE 1200 FORT LAUDERDALE, FLORIDA 33301-4434	RL1_0083	LEASE FOR STORE #83 4010 WEST VINE STREET, KISSIMMEE, FLORIDA
6)	RED LOBSTER HOSPITALITY LLC	2355 NORTH HIGHWAY 41 ASSOCIATES LLC 354 EISENHOWER PARKWAY SUITE 1900 LIVINGSTON, NEW JERSEY 07039	RL1_0444	LEASE FOR STORE #444 2355 N US 41, NAPLES, FLORIDA
7)	RED LOBSTER RESTAURANTS LLC	237 UPTOWN INC 3307 GARLAND DRIVE FALLS CHURCH, VIRGINIA 22041-2510	RL1_0675	LEASE FOR STORE #675 2100 RICHMOND ROAD, WILLIAMSBURG, VIRGINIA
8)	RED LOBSTER RESTAURANTS LLC	2474 VALENTINE REALTY LLC DBA RL NEW BRUNSWICK OWNER LLC C/O THE MORGAN GROUP GREENWICH, CONNECTICUT 06830-7251	RL1_0203	LEASE FOR STORE #203 750 HIGHWAY 18 NORTH, EAST BRUNSWICK, NEW JERSEY
9)	RED LOBSTER RESTAURANTS LLC	29 OCEAN PARKWAY, LLC 1245 HEWLETT PLAZA UNIT #56 ATTN: DAVID GARTENSTEIN & STEVEN GARTENSTEIN HEWLETT, NEW YORK 11557	RL1_6331	LEASE FOR STORE #6331 810 S. WADSWORTH BLVD, LAKEWOOD, COLORADO
10)	RED LOBSTER RESTAURANTS LLC	3087 RLGA, LLC 6428 POLO POINT WAY ATTN: C/O LENORE RASHTY DELRAY BEACH, FLORIDA 33484	RL1_0665	LEASE FOR STORE #665 2105 VETERANS BLVD, DUBLIN, GEORGIA
11)	RED LOBSTER HOSPITALITY LLC	3909 SUNSET DRIVE OWNER LLC 740 ST. NICHOLAS AVENUE ATTN: RUSSELL GREY NEW YORK, NEW YORK 10031	RL1_0409	LEASE FOR STORE #409 3909 SUNSET DRIVE, SAN ANGELO, TEXAS

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
12)	RED LOBSTER HOSPITALITY LLC	39401 FREMONT BOULEVARD LLC 555 BRYANT STREET SUITE 316 ATTN: ALLISON HUYNH PALO ALTO, CALIFORNIA 94301	RL1_0403	LEASE FOR STORE #403 39401 FREMONT BLVD, FREMONT, CALIFORNIA
13)	RED LOBSTER HOSPITALITY LLC	416 COMMERCE CENTER DRIVE LLC 3518 VALLEYVIEW DRIVE ATTN: JUAN M. NUNEZ KISSIMMEE, FLORIDA 34746	RL1_6292	LEASE FOR STORE #6292 416 COMMERCE CENTER DRIVE, JACKSONVILLE, FLORIDA
14)	RED LOBSTER HOSPITALITY LLC	801 RED LOBSTER, LLC 4601 PONCE DE LEON BOULEVARD SUITE 300 ATTN: MR. ROBERT BERRIN CORAL GABLES, FLORIDA 33146	RL1_0246	LEASE FOR STORE #246 1750 WEST 49TH STREET, HIALEAH, FLORIDA
15)	RED LOBSTER RESTAURANTS LLC	8407 LITTLE ROAD OWNER LLC C/O TILDE GIACCHE 13 EAST 12TH STREET ATTN: TILDE MARIANI GIACCHE NEW YORK, NEW YORK 10003	RL1_0097	LEASE FOR STORE #97 1752 N. SHADELAND AVE, INDIANAPOLIS, INDIANA
16)	RED LOBSTER HOSPITALITY LLC	9069 VANTAGE POINT DRIVE OWNER LLC 1776 61ST STREET ATTN: JERRY BERTUNA BROOKLYN, NEW YORK 11204	RL1_0873	LEASE FOR STORE #873 9069 VANTAGE POINT DR., DALLAS, TEXAS
17)	RED LOBSTER RESTAURANTS LLC	AFLI2 LLC 3066 STELLING DRIVE ATTN: ANGELA LI PALO ALTO, CALIFORNIA 94303	RL1_0779	LEASE FOR STORE #779 3040 DIAL DRIVE, COUNCIL BLUFFS, IOWA
18)	RED LOBSTER RESTAURANTS LLC	AJ CHEN LLC ATTN DORIS CHEN 423 LAUREL OAK DR SEWICKLEY, PENNSYLVANIA 15143-9392	RL1_0430	LEASE FOR STORE #430 2040 EDINBOROR ROAD, ERIE, PENNSYLVANIA
19)	RED LOBSTER HOSPITALITY LLC	ARC CLORFL001, LLC C/O HIFFMAN NATIONAL, LLC ONE OAKBROOK TERRACE #400 OAKBROOK TERRACE, ILLINOIS 60181	RL1_0899	LEASE FOR STORE #899 3552 E. COLONIAL DRIVE, ORLANDO, FLORIDA
20)	RED LOBSTER HOSPITALITY LLC	ARVIG4 LLC 2750 NE 185TH ST STE 306 AVENTURA, FLORIDA 33180-2877	RL1_0885	LEASE FOR STORE #885 7373 W COLONIAL DRIVE, ORLANDO, FLORIDA
21)	RED LOBSTER RESTAURANTS LLC	BELUZ PROPERTIES X, LTD. 5109 80TH STREET LUBBOCK, TEXAS 79424	RL1_6335	LEASE FOR STORE #6335 8268 E NORTHFIELD BLVD, DENVER, COLORADO
22)	RED LOBSTER HOSPITALITY LLC	BRIARHOLM INC 1260 SOUTH RIVER ROAD CRANBURY, NEW JERSEY 08512	RL1_0861	LEASE FOR STORE #861 6910 W. NEWBERRY ROAD, GAINESVILLE, FLORIDA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
23)	RED LOBSTER HOSPITALITY LLC	CALIFORNIA PROPERTY OWNER I, LLC C/O BRIXMOR PROPERTY GROUP, INC. 450 LEXINGTON AVENUE, 13TH FLOOR ATTN: GENERAL COUNSEL NEW YORK, NEW YORK 10017	RL1_0520	LEASE FOR STORE #520 8330 MIRA MESA BLVD, SAN DIEGO, CALIFORNIA
24)	RED LOBSTER HOSPITALITY LLC	CALTAMP REALTY ASSOCIATES, LLC C/O WIN PROPERTIES, INC. 10 RYE RIDGE PLAZA, SUITE 200 RYE BROOK, NEW YORK 10573	RL1_0028	LEASE FOR STORE #28 2625 EAST BUSCH BLVD., TAMPA, FLORIDA
25)	RED LOBSTER HOSPITALITY LLC	CB PORTFOLIO LLC ATTN GRAHAM CARTER 5515 BALCONES DR AUSTIN, TEXAS 78731-4907	RL1_0884	LEASE FOR STORE #884 10290 E. TECHNOLOGY BLVD., DALLAS, TEXAS
26)	RED LOBSTER HOSPITALITY LLC	CG WATERTOWN LLC AND PW WATERTOWN LLC 206 MAPLE LANE BRIDGEHAMPTON, NEW YORK 11932	RL1_0654	LEASE FOR STORE #654 20831 STATE ROUTE 3, WATERTOWN, NEW YORK
27)	RED LOBSTER RESTAURANTS LLC	CHEUNG K. TOM LEUNG & BETTY YUEN-WAH LEUNG TRUST 10358 DUKE DRIVE GILROY, CALIFORNIA 95020	RL1_0551	LEASE FOR STORE #551 1010 N WESLEYAN BLVD, ROCKY MOUNT, NORTH CAROLINA
28)	RED LOBSTER HOSPITALITY LLC	CJ & J CORPORATION 173 COYOTE BRUSH IRVINE, CALIFORNIA 92618	RL1_0322	LEASE FOR STORE #322 391 WEST ARMY TRAIL ROAD, BLOOMINGDALE, ILLINOIS
29)	RED LOBSTER HOSPITALITY LLC	CODDING ENTERPRISES 3510 UNOCAL PLACE, SUITE 300 SANTA ROSA, CALIFORNIA 95403	RL1_0609	LEASE FOR STORE #609 6440 REDWOOD DRIVE, ROHNERT PARK, CALIFORNIA
30)	RED LOBSTER HOSPITALITY LLC	COLTRANE REAL ESTATE INVESTMENTS, LLC 2820 BEAR ISLAND POINTE WINTER PAK, FLORIDA 32792	RL1_0680	LEASE FOR STORE #680 100 STATE ROAD 312 W, SAINT AUGUSTINE, FLORIDA
31)	RED LOBSTER RESTAURANTS LLC	CONWAY INN CORP DBA TENNESSEE RSR LLC 915 ENTERPRISE DR JONESBORO, ARKANSAS 72401-9201	RL1_6341	LEASE FOR STORE #6341 7750 WINCHESTER ROAD, MEMPHIS, TENNESSEE
32)	RED LOBSTER HOSPITALITY LLC	COSTA DO SOESTO LLC ATTN PABLO GUSTAVO LEIS C/O WILLIAM H ALBORNOZ PA CORAL GABLES, FLORIDA 33134-3070	RL1_0161	LEASE FOR STORE #161 2820 IH-10 EAST, BEAUMONT, TEXAS
33)	RED LOBSTER HOSPITALITY LLC	CR KINGSTON ASSOCIATES LLC C/O CENTURION REALTY LLC 500 5TH AVE 39TH FLOOR NEW YORK, NEW YORK 10110-3899	RL1_0692	LEASE FOR STORE #692 1 MIRON LANE, KINGSTON, NEW YORK

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
34)	RED LOBSTER HOSPITALITY LLC	FAB-RITE LLC 24 SENDERO RANCHO SANTA MARGARITA, CALIFORNIA 92688-3007	RL1_6384	LEASE FOR STORE #6384 14904 WEST 119TH STREET, OLATHE, KANSAS
35)	RED LOBSTER HOSPITALITY LLC	FAR HORIZONS TRAILER VILLAGE LLC 15161 DE LA CRUZ DR RANCHO MURIETA, CALIFORNIA 95683-9004	RL1_0367	LEASE FOR STORE #367 1400 HOWE AVENUE, SACRAMENTO, CALIFORNIA
36)	RED LOBSTER RESTAURANTS LLC	FNW REALTY CORP FNWRL LLC 1251 58TH ST BROOKLYN, NEW YORK 11219-5174	RL1_0331	LEASE FOR STORE #331 1050 HOLCOMB BRIDGE RD, ROSWELL, GEORGIA
37)	RED LOBSTER HOSPITALITY LLC	FSLRO 10700 PARALLEL KANSAS CITY LLC 2000 MCKINNEY AVE STE 1000 DALLAS, TEXAS 75201-2027	RL1_6364	LEASE FOR STORE #6364 10700 PARALLEL PARKWAY, KANSAS CITY, KANSAS
38)	RED LOBSTER HOSPITALITY LLC	GCFP LIMITED PARTNERSHIP C/O MATTHEW GORDER 2623 SOVEREIGN WAY RIVERSIDE, CALIFORNIA 92506-5121	RL1_0406	LEASE FOR STORE #406 7404 ZAC LENTZ PKWY, VICTORIA, TEXAS
39)	RED LOBSTER RESTAURANTS LLC	GELLY, LLC 17206 DOCTOR BIRD ROAD ATTN: GERSON LOPEZ SANDY SPRING, MARYLAND 20860	RL1_0200	LEASE FOR STORE #200 15700 SHADY GROVE ROAD, GAITHERSBURG, MARYLAND
40)	RED LOBSTER HOSPITALITY LLC	GEORGE DUNAIAIS AND FLORA DUNAIAIS REVOCABLE TRUST C/O RAFFI BILEMJIAN TRUSTEE 3375 LOMBARDY RD PASADENA, CALIFORNIA 91107-5647	RL1_0512	LEASE FOR STORE #512 21233 HAWTHORNE BLVD, TORRANCE, CALIFORNIA
41)	RED LOBSTER HOSPITALITY LLC	GEORGE N. SHERMAN; WILLIAM C. STUBBS III; HARPAL KAUR KHALSA C/O REAL ESTATE SERVICES INC PO BOX 600653 SAN DIEGO, CALIFORNIA 92160	RL1_0408	LEASE FOR STORE #408 104 HIGHWAY 332, LAKE JACKSON, TEXAS
42)	RED LOBSTER HOSPITALITY LLC	GERALD AND RITA MESSURI 20 ORCHARD HILL ROAD KATONAH, NEW YORK 11415	RL1_0286	LEASE FOR STORE #286 198 WEST ROUTE 59, NANUET, NEW YORK
43)	RED LOBSTER RESTAURANTS LLC	GREENWAY PROPERTY LLC DBA GREENWAY PROPERTY LLC PO BOX 14504 SCOTTSDALE, ARIZONA 852674504	RL1_6215	LEASE FOR STORE #6215 9067 EAST WESTVIEW RD, LONE TREE, COLORADO
44)	RED LOBSTER RESTAURANTS LLC	HKT ENTERPRISES, LLC PO BOX 444 RARITAN, NEW JERSEY 08869	RL1_0827	LEASE FOR STORE #827 1271 U.S. ROUTE 22, BRIDGEWATER, NEW JERSEY

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
45)	RED LOBSTER HOSPITALITY LLC	ID SEAFOOD LLC 15915 VENTURA BOULEVARD, PH2 ATTN: MATT WATERMAN ENCINO, CALIFORNIA 91436	RL1_0847	LEASE FOR STORE #847 2115 THAIN GRADE, LEWISTON, IDAHO
46)	RED LOBSTER RESTAURANTS LLC	JFCF INVEST-3 LLC 20 HARRISON AVE WALDWICK, NEW JERSEY 07463-1757	RL1_0648	LEASE FOR STORE #648 3009 BRITTANY COURT, ELKHART, INDIANA
47)	RED LOBSTER HOSPITALITY LLC	JOHNSONS TRAILER PARKS LLC 16 TWIN ACRES DR KALISPELL, MONTANA 59901-7536	RL1_6249	LEASE FOR STORE #6249 17021 PALM POINTE DRIVE, TAMPA, FLORIDA
48)	RED LOBSTER HOSPITALITY LLC	JOSEPH GAROFALO DBA JOSEPH J GAROFALO 2017 TRUST 7 EXETER DR MARLBORO, NEW JERSEY 07746-2732	RL1_0876	LEASE FOR STORE #876 1919 S. FIRST STREET, LUFKIN, TEXAS
49)	RED LOBSTER RESTAURANTS LLC	KANNAN NATARAJAN CO-TRUSTEE NATARAJAN LIVING TRUST 3624 LOWRY RD LOS ANGELES, CALIFORNIA 90027-1436	RL1_0858	LEASE FOR STORE #858 4670 HARDY STREET, HATTIESBURG, MISSISSIPPI
50)	RED LOBSTER HOSPITALITY LLC	KIMCO REALTY CORPORATION DBA LARGO PLAZA PO BOX 30344 TAMPA, FLORIDA 33630-3344	RL1_0454	LEASE FOR STORE #454 10500 E ULMERTON ROAD, LARGO, FLORIDA
51)	RED LOBSTER HOSPITALITY LLC	KIU ND HOLDINGS LLC C/O DAVID KIU 32 MAMMOLA WAY MEDFORD, MASSACHUSETTS 02155-2051	RL1_0641	LEASE FOR STORE #641 2675 32ND AVENUE SOUTH, GRAND FORKS, NORTH DAKOTA
52)	RED LOBSTER HOSPITALITY LLC	KOLEE 59 TRUST 5353 WEST ALABAMA STREET, #610 HOUSTON, TEXAS 77056	RL1_0412	LEASE FOR STORE #412 3162 S ATLANTIC AVE., DAYTONA BEACH SHORES, FLORIDA
53)	RED LOBSTER HOSPITALITY LLC	KS SEAFOOD LLC 15915 VENTURA BOULEVARD, PH2 ATTN: MATT WATERMAN ENCINO, CALIFORNIA 91436	RL1_0704	LEASE FOR STORE #704 2925 S. 9TH STREET, SALINA, KANSAS
54)	RED LOBSTER HOSPITALITY LLC	L&S TOLUCA PROPERTIES 1393 PALISADES DR PACIFIC PALISADES, CALIFORNIA 90272-2153	RL1_0228	LEASE FOR STORE #228 7520 TRANSIT ROAD, WILLIAMSVILLE, NEW YORK
55)	RED LOBSTER RESTAURANTS LLC	LAUREL LAKES, LLC C/O MARYLAND FINANCIAL INVESTORS, INC. 2800 QUARRY LAKE DRIVE SUITE 340 BALTIMORE, MARYLAND 21209	RL1_6306	LEASE FOR STORE #6306 14368 BALTIMORE AVE, LAUREL, MARYLAND

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
56)	RED LOBSTER RESTAURANTS LLC	LEDGEWOOD OUTPARCEL INVESTORS LLC C/O ADVANCE REALTY DEVELOPMENT 1430 US HIGHWAY 206N, SUITE 100 ATTN: KURT. R. PADAVANO, CHIEF OPERATING OFFICER BEDMINSTER, NEW JERSEY 07921	RL1_0695	LEASE FOR STORE #695 303 ROUTE 10 - ROXBURY TOWNSHIP, LEDGEWOOD, NEW JERSEY
57)	RED LOBSTER HOSPITALITY LLC	LOD JACKSONVILLE LLC 450 SEVILLA AVE CORAL GABLES, FLORIDA 33134	RL1_0385	LEASE FOR STORE #385 8720 BAYMEADOWS, JACKSONVILLE, FLORIDA
58)	RED LOBSTER HOSPITALITY LLC	LOUIS WINTERMEYER DBA RL 4010 LLC 893 ROUTE 9W S NYACK, NEW YORK 10960-5012	RL1_0307	LEASE FOR STORE #307 4010 MAPLE RD., AMHERST, NEW YORK
59)	RED LOBSTER RESTAURANTS LLC	LTH INVESTMENTS LLC 4422 DURHAM CHAPEL HILL BLVD DURHAM, NORTH CAROLINA 27707-2509	RL1_0210	LEASE FOR STORE #210 4416 CHAPEL HILL BLVD, DURHAM, NORTH CAROLINA
60)	RED LOBSTER HOSPITALITY LLC	LUXONE LLC 572 CHIMALUS DR PALO ALTO, CALIFORNIA 94306-2707	RL1_0150	LEASE FOR STORE #150 2801 NORTH MAYFAIR ROAD, WAUWATOSA, WISCONSIN
61)	RED LOBSTER HOSPITALITY LLC	LUXONE LLC 572 CHIMALUS DR PALO ALTO, CALIFORNIA 94306-2707	RL1_0238	LEASE FOR STORE #238 3655 ORANGE PLACE, BEACHWOOD, OHIO
62)	RED LOBSTER HOSPITALITY LLC	MARK J FREITAG TRUST OF 1988 207 HILLCREST DR DURANGO, COLORADO 81301-6516	RL1_6343	LEASE FOR STORE #6343 13090 CITY STATION DRIVE, JACKSONVILLE, FLORIDA
63)	RED LOBSTER HOSPITALITY LLC	MARVIN H GEISTLINGER DBA & LINDA J GEISTLINGER CO-TRUSTEE MARVIN & LINDA GEISTLINGER REVOCABLE TRUST SANTA ROSA, CALIFORNIA 95409-6004	RL1_0671	LEASE FOR STORE #671 2010 BUSINESS LANE, CHICO, CALIFORNIA
64)	RED LOBSTER HOSPITALITY LLC	MESA VALLEY HOUSING ASSOCIATES II LIMITED PARTNERSHIP 3 CHARTER OAK PL HARTFORD, CONNECTICUT 06106-1915	RL1_0247	LEASE FOR STORE #247 2965 ERIE BLVD. E, SYRACUSE, NEW YORK
65)	RED LOBSTER HOSPITALITY LLC	MIDWAY SHOPPING CENTER, L.P. C/O REGENCY CENTERS CORPORATION ONE INDEPENDENT DRIVE, SUITE 114 ATTN: LEASE ADMINISTRATION JACKSONVILLE, FLORIDA 32202-5019	RL1_0351	LEASE FOR STORE #351 999 CENTRAL PARK AVE, SCARSDALE, NEW YORK
66)	RED LOBSTER HOSPITALITY LLC	MONTVISTA LLC 1002 SOUTH FIRST STREET ATTN: HAI LUONG ALHAMBRA, CALIFORNIA 91801	RL1_0529	LEASE FOR STORE #529 9345 MONTE VISTA, MONTCLAIR, CALIFORNIA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
67)	RED LOBSTER RESTAURANTS LLC	MOUNT HUNGER HOLDINGS LLC DBA RL DECATUR LLC 1217 HIGH ST BOULDER, COLORADO 80304-4112	RL1_0679	LEASE FOR STORE #679 2027 BELTLINE ROAD S.W., DECATUR, ALABAMA
68)	RED LOBSTER HOSPITALITY LLC	OAKTREE INVESTMENTS 4 LLC C/O JOHN DAVID WILSON & BARBARA ANN WILSON 6355 PRINCEVILLE CIR HUNTINGTON BEACH, CALIFORNIA 92648-5524	RL1_6272	LEASE FOR STORE #6272 4220 24TH AVENUE, FORT GRATIOT, MICHIGAN
69)	RED LOBSTER RESTAURANTS LLC	OLESEN AL, LLC POST OFFICE BOX 274 BUPELLTON, CALIFORNIA 93427	RL1_0539	LEASE FOR STORE #539 1805 OPELIKA HWY, AUBURN, ALABAMA
70)	RED LOBSTER RESTAURANTS LLC	OP OAKHURST REALTY LLC 46 FLEMMING DR HILLSBOROUGH, NEW JERSEY 08844-5281	RL1_0244	LEASE FOR STORE #244 2200 HIGHWAY 35, OAKHURST, NEW JERSEY
71)	RED LOBSTER HOSPITALITY LLC	OVM DELAWARE LLC, CAMPBELL BLACKLIDGE PLAZA DE LLC, FIRST AVE./WETMORE OFFICE PLAZA DE LLC, AND TWOVM INVESTMENTS LLC C/O TOWN WEST REALTY, INC. 555 E. RIVER ROAD, SUITE 201 ATTN: DEBBIE HORVATH TUCSON, ARIZONA 85704	RL1_6350	LEASE FOR STORE #6350 11695 N ORACLE ROAD, ORO VALLEY, ARIZONA
72)	RED LOBSTER RESTAURANTS LLC	PFA-C SILVER SPRING LC 12500 FAIR LAKES CIRCLE SUITE 400 FAIRFAX, VIRGINIA 22033	RL1_6293	LEASE FOR STORE #6293 8533 GEORGIA AVE, SILVER SPRING, MARYLAND
73)	RED LOBSTER HOSPITALITY LLC	PHILIP VELKA DBA THE VELKA FAMILY TRUST 1 MEMORY LN SAN JUAN CAPISTRANO, CALIFORNIA 92675-1008	RL1_0555	LEASE FOR STORE #555 1345 DANA DRIVE, REDDING, CALIFORNIA
74)	RED LOBSTER HOSPITALITY LLC	PROVENDER HALL I LLC ATTN JOANNE FOX 301 MISSION ST APT 29C SAN FRANCISCO, CALIFORNIA 94105-6652	RL1_0343	LEASE FOR STORE #343 1500 W SOUTHWEST, LOOP 32, TYLER, TEXAS
75)	RED LOBSTER HOSPITALITY LLC	PROVENDER HALL IV LLC C/O ATTN JOANNE FOX MANAGER 301 MISSION ST APT 29C SAN FRANCISCO, CALIFORNIA 94105-6652	RL1_0893	LEASE FOR STORE #893 1691 DUBLIN-GRANVILLE RD, COLUMBUS, OHIO
76)	RED LOBSTER HOSPITALITY LLC	RB SANDRINI FARMS LP C/O RICHARD SANDRINI 10889 CASEY AVENUE DELANO, CALIFORNIA 93215-9316	RL1_0315	LEASE FOR STORE #315 3515 MCCANN RD., LONGVIEW, TEXAS
77)	RED LOBSTER HOSPITALITY LLC	RL JENSEN BEACH LLC 1950 BRIGHTON HENRIETTA TOWN LINE RD ROCHESTER, NEW YORK 14623-2543	RL1_0461	LEASE FOR STORE #461 3544 NW FEDERAL HWY, JENSEN BEACH, FLORIDA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
78)	RED LOBSTER HOSPITALITY LLC	RL KAF LLC; RL SDN LLC; RL MPN LLC; RL KBN LLC; RL LCG LLC; AND 10TH FAIRWAY LLC DBA JM MANAGEMENT GROUP LLC ATTN JOHN MESITI ROCHESTER, NEW YORK 14624-1371	RL1_0189	LEASE FOR STORE #189 655 WEST JEFFERSON ROAD, ROCHESTER, NEW YORK
79)	RED LOBSTER RESTAURANTS LLC	RL12580 LLC 14706 STURTEVANT RD SILVER SPRING, MARYLAND 20905-4457	RL1_6279	LEASE FOR STORE #6279 12580 JEFFERSON AVE, NEWPORT NEWS, VIRGINIA
80)	RED LOBSTER RESTAURANTS LLC	ROBERT J SCULLIN SCULLIN REAL ESTATE V LLC AND SCULLIN REAL ESTATE VII LLC C/O SCULLIN MANAGEMENT INC BONITA SPRINGS, FLORIDA 34134-6906	RL1_0119	LEASE FOR STORE #119 4455 WADSWORTH BLVD, WHEAT RIDGE, COLORADO
81)	RED LOBSTER HOSPITALITY LLC	ROWORTH ENTERPRISES LLC 99-129 HOLO PL AIEA, HAWAII 96701-3026	RL1_0404	LEASE FOR STORE #404 4717 HIGHWAY 10, BAYTOWN, TEXAS
82)	RED LOBSTER RESTAURANTS LLC	RSC ASSOCIATES LLC 136 DEVON RD ESSEX FELLS, NEW JERSEY 07021-1707	RL1_6267	LEASE FOR STORE #6267 941 EAST SAN MARNAN, WATERLOO, IOWA
83)	RED LOBSTER RESTAURANTS LLC	SAGA LLC ATTN MR NILESH NAYAK 155 POTOMAC PSGE UNIT 626 OXON HILL, MARYLAND 20745-1574	RL1_0645	LEASE FOR STORE #645 119 TEMPLE LAKE DRIVE, COLONIAL HEIGHTS, VIRGINIA
84)	RED LOBSTER RESTAURANTS LLC	SCF RC FUNDING I, LLC ESSENTIAL PROPERTIES REALTY TRUST LLC 902 CARNEGIE CENTER BLVD., SUITE 520 ATTN: ASSET MANAGER PRINCETON, NEW JERSEY 08540	RL1_0664	LEASE FOR STORE #664 2968 E TEXAS ST., BOSSIER CITY, LOUISIANA
85)	RED LOBSTER HOSPITALITY LLC	SCF RC FUNDING III LLC ESSENTIAL PROPERTIES REALTY TRUST LLC 902 CARNEGIE CENTER BOULEVARD, SUITE 520 ATTN: ASSET MANAGER PRINCETON, NEW JERSEY 08540	RL1_0556	LEASE FOR STORE #556 3217 VERMILLION STREET, DANVILLE, ILLINOIS
86)	RED LOBSTER HOSPITALITY LLC	SERG 13 LLC 1937 EAST 24TH STREET BROOKLYN, NEW YORK 11229	RL1_0546	LEASE FOR STORE #546 3333 STATE ROAD 16, LA CROSSE, WISCONSIN
87)	RED LOBSTER RESTAURANTS LLC	SHASHIKANT PATIL DBA SPOORNA HOLDINGS LLC 1131 MILLSTONE RUN WATKINSVILLE, GEORGIA 30677-6946	RL1_0036	LEASE FOR STORE #36 1956 W. BROAD STREET, ATHENS, GEORGIA
88)	RED LOBSTER RESTAURANTS LLC	SKYHY PROPERTY LLC 2330 ROUTH DR ROWLAND HEIGHTS, CALIFORNIA 91748-4859	RL1_0320	LEASE FOR STORE #320 3112 N.W. CACHE ROAD, LAWTON, OKLAHOMA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
89)	RED LOBSTER HOSPITALITY LLC	SMBSIRIS LLC 58 WAVERLY STREET BROOKLINE, MASSACHUSETTS 02445	RL1_0426	LEASE FOR STORE #426 1000 MCKINLEY MALL, BUFFALO, NEW YORK
90)	RED LOBSTER RESTAURANTS LLC	SOCRATES INVESTMENTS INC C/O KAUFMAN ROSSIN AND CO ATTN S DEMAR MIAMI, FLORIDA 33133-5344	RL1_0237	LEASE FOR STORE #237 4243 NW EXPRESSWAY STREET, OKLAHOMA CITY, OKLAHOMA
91)	RED LOBSTER RESTAURANTS LLC	SOUTH MIDTOWN PROPERTIES LLC C/O WEIYE LIN 1155 SWEETWATER DR RENO, NEVADA 89509-5250	RL1_0839	LEASE FOR STORE #839 370 MALL DRIVE, DANVILLE, VIRGINIA
92)	RED LOBSTER RESTAURANTS LLC	TAAG VENTURES, LLC 4727 OSBORNE DRIVE ATTN: TYLER DANIELS EL PASO, TEXAS 79922	RL1_0828	LEASE FOR STORE #828 102 E. HALL OF FAME AVE., STILLWATER, OKLAHOMA
93)	RED LOBSTER RESTAURANTS LLC	TAITZ RL MOBILE LLC; RPRL MOBILE LLC; AND WHRL MOBILE LLC C/O FEDERMAN STEIFMAN LLP 220 EAST 42ND STREET, 29TH FLOOR ATTN: MICHAEL K. FEDERMAN, ESQ. NEW YORK, NEW YORK 10017	RL1_0040	LEASE FOR STORE #40 3941 AIRPORT BLVD., MOBILE, ALABAMA
94)	RED LOBSTER RESTAURANTS LLC	THE EVELYN DIBENEDETTO FAMILY PARTNERSHIP LP 225 FOX HUNT CRESCENT SYOSSET, NEW YORK 11791	RL1_0725	LEASE FOR STORE #725 10000 HWY. 17 N., MYRTLE BEACH, SOUTH CAROLINA
95)	RED LOBSTER HOSPITALITY LLC	THE GEORGE FAMILY TRUST 4732 HAMPTON ROAD LA CANADA, CALIFORNIA 91011	RL1_0198	LEASE FOR STORE #198 4002 SPENCER HIGHWAY, PASADENA, TEXAS
96)	RED LOBSTER RESTAURANTS LLC	THE PROMENADE D'IBERVILLE, LLC ATTN: GENERAL COUNSEL/CHIEF LEGAL OFFICER 2030 HAMILTON PLACE BOULEVARD CBL CENTER, SUITE 500 CHATTANOOGA, TENNESSEE 37421-6000	RL1_6357	LEASE FOR STORE #6357 3897 PROMENADE PARKWAY, D'IBERVILLE, MISSISSIPPI
97)	RED LOBSTER HOSPITALITY LLC	THE STORAGE BIN INC 2945 RICHMOND TERRACE STATEN ISLAND, NEW YORK 10303-2310	RL1_0311	LEASE FOR STORE #311 2255 SOUTH RD, POUGHKEEPSIE, NEW YORK
98)	RED LOBSTER HOSPITALITY LLC	TPI CYPRESS POINTE LLC C/O TARANTINO PROPERTIES, INC. 7887 SAN FELIPE, SUITE 237 HOUSTON, TEXAS 77063	RL1_0840	LEASE FOR STORE #840 302 FM 1960 WEST, HOUSTON, TEXAS
99)	RED LOBSTER RESTAURANTS LLC	TR UW0 FRED ZIESS DBA 3255 BRUNSWICK PIKE OWNER LLC 841 GILBERT HIGHWAY FAIRFIELD, CONNECTICUT 06824	RL1_0239	LEASE FOR STORE #239 3255 BRUNSWICK PIKE, LAWRENCEVILLE, NEW JERSEY

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
100)	RED LOBSTER HOSPITALITY LLC	USP APOLLO, LLC C/O GRID PROPERTIES INC. 2309 FREDERICK DOUGLASS BOULEVARD NEW YORK, NEW YORK 10027	RL1_6385	LEASE FOR STORE #6385 261 WEST 125TH ST, NEW YORK, NEW YORK

EXHIBIT B

(Proposed Order)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

IN RE:	Chapter 11 Cases
RED LOBSTER MANAGEMENT LLC, ¹	Case No. 6:24-bk-_____
RED LOBSTER RESTAURANTS LLC,	Case No. 6:24-bk-_____
RLSV, INC.,	Case No. 6:24-bk-_____
RED LOBSTER CANADA, INC.	Case No. 6:24-bk-_____
RED LOBSTER HOSPITALITY LLC	Case No. 6:24-bk-_____
RL KANSAS LLC	Case No. 6:24-bk-_____
RED LOBSTER SOURCING LLC	Case No. 6:24-bk-_____
RED LOBSTER SUPPLY LLC	Case No. 6:24-bk-_____
RL COLUMBIA LLC	Case No. 6:24-bk-_____
RL OF FREDERICK, INC.	Case No. 6:24-bk-_____
RED LOBSTER OF TEXAS, INC.	Case No. 6:24-bk-_____
RL MARYLAND, INC.	Case No. 6:24-bk-_____
RED LOBSTER OF BEL AIR, INC.	Case No. 6:24-bk-_____
RL SALISBURY, LLC,	Case No. 6:24-bk-_____
RED LOBSTER INTERNATIONAL HOLDINGS LLC	Case No. 6:24-bk-_____

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors' principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

Debtors.

(Joint Administration Pending)

**ORDER GRANTING DEBTOR'S
FIRST OMNIBUS EMERGENCY MOTION FOR ORDER AUTHORIZING
(A) REJECTION OF UNEXPIRED LEASES OF NON-RESIDENTIAL REAL
PROPERTY *EFFECTIVE AS OF THE PETITION DATE*, (B) ABANDONMENT OF
ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED
PREMISES, AND (C) FIXING A BAR DATE FOR CLAIMS OF COUNTERPARTIES**

THIS MATTER came before the Court on [•] [•], 2024 at [•] [a.m./p.m.], in Orlando, Florida for a hearing (the "Hearing"),² upon the *Debtors' First Omnibus Emergency Motion for Order Authorizing (A) Rejection of Unexpired Leases of Non-Residential Real Property Effective as of the Petition Date, (B) Abandonment of Any Remaining Personal Property Located at the Leased Premises, and (C) Fixing a Bar Date for Claims of Counterparties* [ECF No. [•]] (the "Motion"). The Motion seeks entry of an order authorizing, but not directing, the above-captioned debtors (the "Debtors") to (a) reject the unexpired leases listed on Exhibit "A" to the Motion (the "Rejected Leases") and set forth in **Exhibit 1** hereto, effective as of the Petition Date, (b) abandon any remaining Personal Property located at the Leased Premises, and (c) fix a bar date for filing of claims of the Counterparties to the Rejected Leases. The Court, having considered the Motion, finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, (iii) this matter is core pursuant to 28 U.S.C. § 157(b)(2), (iv) the Court may enter a final order consistent with Article III of the United States Constitution, and (v) notice of the Motion and the Hearing thereon was sufficient under the circumstances and no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion, the First Day Declaration and at the Hearing establish just cause for the relief granted herein; and it appearing that the relief

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is **ORDERED** that:

1. The Motion is **GRANTED**.
2. The Rejected Leases listed on Exhibit 1 attached hereto are rejected as of the Petition Date.
3. The Debtors are authorized to abandon any Personal Property remaining at each Leased Premises pursuant to section 554(a) of the Bankruptcy Code effective as of the Petition Date without the applicable Counterparty incurring liability to any person or entity, and upon such abandonment as of the Petition Date, the Counterparty is permitted to use or dispose of any remaining property at such Leased Premises without notice or liability to the Debtors or any third person or entity. To the extent the Debtors seek to abandon Personal Property that contain any “personally identifiable information”, as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors’ employees and/or customers, or any other individual (the “Confidential Information”), the Debtors shall remove the Confidential Information from such property before abandonment.
4. Absent further Order of the Court, the Counterparty for each Rejected Lease must file a claim under section 502 of the Bankruptcy Code or other claims in connection with such Rejected Lease or the rejection, breach or termination of such Rejected Lease by [], 2024, failing which such claim or claims by the Counterparty shall be forever barred absent further Order of the Court. The Debtors reserve all rights to contest any such claim and to contest the characterization of each Rejected Lease, as executory or not.

5. The Debtors do not waive any claims that the Debtors may have against the Counterparty to any Rejected Lease, whether or not such claims are related to such Rejected Lease.

6. Nothing herein shall prejudice the rights of the Debtors or any party in interest to argue that any of the Rejected Leases were terminated prior to the Petition Date, or that any claim for damages arising from the rejection of the Rejected Leases is limited to the remedies available under any applicable termination provision of such lease, sublease, or contract, as applicable, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

8. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code, and all such rights are reserved.

9. Nothing contained in the Motion or this Order is intended or should be construed to create an administrative priority claim.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

11. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation, implementation, or enforcement of this Order.

12. Notwithstanding Bankruptcy Rule 6004(h), 7062, or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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(Attorney Paul Steven Singerman is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.)

Exhibit 1

Rejected Leases

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
1)	RED LOBSTER RESTAURANTS LLC	10010 STATION LLC C/O MAPP LLC 9101 RIVER RD POTOMAC, MARYLAND 20854-4627	RL1_0768	LEASE FOR STORE #768 9011 SNOWDEN SQUARE DRIVE, COLUMBIA, MARYLAND
2)	RED LOBSTER HOSPITALITY LLC	112 RLT LLC AND 116 RLT LLC C/O HOLM & OHARA LLP 3 WEST 35TH STREET 9TH FLOOR NEW YORK, NEW YORK 10001	RL1_6363	LEASE FOR STORE #6363 7835 INTERSTATE 35 S, SAN ANTONIO, TEXAS
3)	RED LOBSTER RESTAURANTS LLC	1726 NC LLC ATTN: CELESTE CARLESIMO 250 E 87TH ST APT 6A NEW YORK, NEW YORK 10128-3119	RL1_6377	LEASE FOR STORE #6377 1726 GLIDEWELL DRIVE, BURLINGTON, NORTH CAROLINA
4)	RED LOBSTER HOSPITALITY LLC	20 TOWNE CENTER OWNER LLC 740 ST. NICHOLAS AVENUE ATTN: MARCUS R. GREY NEW YORK, NEW YORK 10031	RL1_0848	LEASE FOR STORE #848 20 TOWNE CENTER CIRCLE, SANFORD, FLORIDA
5)	RED LOBSTER HOSPITALITY LLC	2300 RESTAURANT CORP 201 E LAS OLAS BLVD STE 1200 FORT LAUDERDALE, FLORIDA 33301-4434	RL1_0083	LEASE FOR STORE #83 4010 WEST VINE STREET, KISSIMMEE, FLORIDA
6)	RED LOBSTER HOSPITALITY LLC	2355 NORTH HIGHWAY 41 ASSOCIATES LLC 354 EISENHOWER PARKWAY SUITE 1900 LIVINGSTON, NEW JERSEY 07039	RL1_0444	LEASE FOR STORE #444 2355 N US 41, NAPLES, FLORIDA
7)	RED LOBSTER RESTAURANTS LLC	237 UPTOWN INC 3307 GARLAND DRIVE FALLS CHURCH, VIRGINIA 22041-2510	RL1_0675	LEASE FOR STORE #675 2100 RICHMOND ROAD, WILLIAMSBURG, VIRGINIA
8)	RED LOBSTER RESTAURANTS LLC	2474 VALENTINE REALTY LLC DBA RL NEW BRUNSWICK OWNER LLC C/O THE MORGAN GROUP GREENWICH, CONNECTICUT 06830-7251	RL1_0203	LEASE FOR STORE #203 750 HIGHWAY 18 NORTH, EAST BRUNSWICK, NEW JERSEY
9)	RED LOBSTER RESTAURANTS LLC	29 OCEAN PARKWAY, LLC 1245 HEWLETT PLAZA UNIT #56 ATTN: DAVID GARTENSTEIN & STEVEN GARTENSTEIN HEWLETT, NEW YORK 11557	RL1_6331	LEASE FOR STORE #6331 810 S. WADSWORTH BLVD, LAKEWOOD, COLORADO
10)	RED LOBSTER RESTAURANTS LLC	3087 RLGA, LLC 6428 POLO POINT WAY ATTN: C/O LENORE RASHTY DELRAY BEACH, FLORIDA 33484	RL1_0665	LEASE FOR STORE #665 2105 VETERANS BLVD, DUBLIN, GEORGIA
11)	RED LOBSTER HOSPITALITY LLC	3909 SUNSET DRIVE OWNER LLC 740 ST. NICHOLAS AVENUE ATTN: RUSSELL GREY NEW YORK, NEW YORK 10031	RL1_0409	LEASE FOR STORE #409 3909 SUNSET DRIVE, SAN ANGELO, TEXAS

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
12)	RED LOBSTER HOSPITALITY LLC	39401 FREMONT BOULEVARD LLC 555 BRYANT STREET SUITE 316 ATTN: ALLISON HUYNH PALO ALTO, CALIFORNIA 94301	RL1_0403	LEASE FOR STORE #403 39401 FREMONT BLVD, FREMONT, CALIFORNIA
13)	RED LOBSTER HOSPITALITY LLC	416 COMMERCE CENTER DRIVE LLC 3518 VALLEYVIEW DRIVE ATTN: JUAN M. NUNEZ KISSIMMEE, FLORIDA 34746	RL1_6292	LEASE FOR STORE #6292 416 COMMERCE CENTER DRIVE, JACKSONVILLE, FLORIDA
14)	RED LOBSTER HOSPITALITY LLC	801 RED LOBSTER, LLC 4601 PONCE DE LEON BOULEVARD SUITE 300 ATTN: MR. ROBERT BERRIN CORAL GABLES, FLORIDA 33146	RL1_0246	LEASE FOR STORE #246 1750 WEST 49TH STREET, HIALEAH, FLORIDA
15)	RED LOBSTER RESTAURANTS LLC	8407 LITTLE ROAD OWNER LLC C/O TILDE GIACCHE 13 EAST 12TH STREET ATTN: TILDE MARIANI GIACCHE NEW YORK, NEW YORK 10003	RL1_0097	LEASE FOR STORE #97 1752 N. SHADELAND AVE, INDIANAPOLIS, INDIANA
16)	RED LOBSTER HOSPITALITY LLC	9069 VANTAGE POINT DRIVE OWNER LLC 1776 61ST STREET ATTN: JERRY BERTUNA BROOKLYN, NEW YORK 11204	RL1_0873	LEASE FOR STORE #873 9069 VANTAGE POINT DR., DALLAS, TEXAS
17)	RED LOBSTER RESTAURANTS LLC	AFLI2 LLC 3066 STELLING DRIVE ATTN: ANGELA LI PALO ALTO, CALIFORNIA 94303	RL1_0779	LEASE FOR STORE #779 3040 DIAL DRIVE, COUNCIL BLUFFS, IOWA
18)	RED LOBSTER RESTAURANTS LLC	AJ CHEN LLC ATTN DORIS CHEN 423 LAUREL OAK DR SEWICKLEY, PENNSYLVANIA 15143-9392	RL1_0430	LEASE FOR STORE #430 2040 EDINBOROR ROAD, ERIE, PENNSYLVANIA
19)	RED LOBSTER HOSPITALITY LLC	ARC CLORFL001, LLC C/O HIFFMAN NATIONAL, LLC ONE OAKBROOK TERRACE #400 OAKBROOK TERRACE, ILLINOIS 60181	RL1_0899	LEASE FOR STORE #899 3552 E. COLONIAL DRIVE, ORLANDO, FLORIDA
20)	RED LOBSTER HOSPITALITY LLC	ARVIG4 LLC 2750 NE 185TH ST STE 306 AVENTURA, FLORIDA 33180-2877	RL1_0885	LEASE FOR STORE #885 7373 W COLONIAL DRIVE, ORLANDO, FLORIDA
21)	RED LOBSTER RESTAURANTS LLC	BELUZ PROPERTIES X, LTD. 5109 80TH STREET LUBBOCK, TEXAS 79424	RL1_6335	LEASE FOR STORE #6335 8268 E NORTHFIELD BLVD, DENVER, COLORADO
22)	RED LOBSTER HOSPITALITY LLC	BRIARHOLM INC 1260 SOUTH RIVER ROAD CRANBURY, NEW JERSEY 08512	RL1_0861	LEASE FOR STORE #861 6910 W. NEWBERRY ROAD, GAINESVILLE, FLORIDA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
23)	RED LOBSTER HOSPITALITY LLC	CALIFORNIA PROPERTY OWNER I, LLC C/O BRIXMOR PROPERTY GROUP, INC. 450 LEXINGTON AVENUE, 13TH FLOOR ATTN: GENERAL COUNSEL NEW YORK, NEW YORK 10017	RL1_0520	LEASE FOR STORE #520 8330 MIRA MESA BLVD, SAN DIEGO, CALIFORNIA
24)	RED LOBSTER HOSPITALITY LLC	CALTAMP REALTY ASSOCIATES, LLC C/O WIN PROPERTIES, INC. 10 RYE RIDGE PLAZA, SUITE 200 RYE BROOK, NEW YORK 10573	RL1_0028	LEASE FOR STORE #28 2625 EAST BUSCH BLVD., TAMPA, FLORIDA
25)	RED LOBSTER HOSPITALITY LLC	CB PORTFOLIO LLC ATTN GRAHAM CARTER 5515 BALCONES DR AUSTIN, TEXAS 78731-4907	RL1_0884	LEASE FOR STORE #884 10290 E. TECHNOLOGY BLVD., DALLAS, TEXAS
26)	RED LOBSTER HOSPITALITY LLC	CG WATERTOWN LLC AND PW WATERTOWN LLC 206 MAPLE LANE BRIDGEHAMPTON, NEW YORK 11932	RL1_0654	LEASE FOR STORE #654 20831 STATE ROUTE 3, WATERTOWN, NEW YORK
27)	RED LOBSTER RESTAURANTS LLC	CHEUNG K. TOM LEUNG & BETTY YUEN-WAH LEUNG TRUST 10358 DUKE DRIVE GILROY, CALIFORNIA 95020	RL1_0551	LEASE FOR STORE #551 1010 N WESLEYAN BLVD, ROCKY MOUNT, NORTH CAROLINA
28)	RED LOBSTER HOSPITALITY LLC	CJ & J CORPORATION 173 COYOTE BRUSH IRVINE, CALIFORNIA 92618	RL1_0322	LEASE FOR STORE #322 391 WEST ARMY TRAIL ROAD, BLOOMINGDALE, ILLINOIS
29)	RED LOBSTER HOSPITALITY LLC	CODDING ENTERPRISES 3510 UNOCAL PLACE, SUITE 300 SANTA ROSA, CALIFORNIA 95403	RL1_0609	LEASE FOR STORE #609 6440 REDWOOD DRIVE, ROHNERT PARK, CALIFORNIA
30)	RED LOBSTER HOSPITALITY LLC	COLTRANE REAL ESTATE INVESTMENTS, LLC 2820 BEAR ISLAND POINTE WINTER PAK, FLORIDA 32792	RL1_0680	LEASE FOR STORE #680 100 STATE ROAD 312 W, SAINT AUGUSTINE, FLORIDA
31)	RED LOBSTER RESTAURANTS LLC	CONWAY INN CORP DBA TENNESSEE RSR LLC 915 ENTERPRISE DR JONESBORO, ARKANSAS 72401-9201	RL1_6341	LEASE FOR STORE #6341 7750 WINCHESTER ROAD, MEMPHIS, TENNESSEE
32)	RED LOBSTER HOSPITALITY LLC	COSTA DO SOESTO LLC ATTN PABLO GUSTAVO LEIS C/O WILLIAM H ALBORNOZ PA CORAL GABLES, FLORIDA 33134-3070	RL1_0161	LEASE FOR STORE #161 2820 IH-10 EAST, BEAUMONT, TEXAS
33)	RED LOBSTER HOSPITALITY LLC	CR KINGSTON ASSOCIATES LLC C/O CENTURION REALTY LLC 500 5TH AVE 39TH FLOOR NEW YORK, NEW YORK 10110-3899	RL1_0692	LEASE FOR STORE #692 1 MIRON LANE, KINGSTON, NEW YORK

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
34)	RED LOBSTER HOSPITALITY LLC	FAB-RITE LLC 24 SENDERO RANCHO SANTA MARGARITA, CALIFORNIA 92688-3007	RL1_6384	LEASE FOR STORE #6384 14904 WEST 119TH STREET, OLATHE, KANSAS
35)	RED LOBSTER HOSPITALITY LLC	FAR HORIZONS TRAILER VILLAGE LLC 15161 DE LA CRUZ DR RANCHO MURIETA, CALIFORNIA 95683-9004	RL1_0367	LEASE FOR STORE #367 1400 HOWE AVENUE, SACRAMENTO, CALIFORNIA
36)	RED LOBSTER RESTAURANTS LLC	FNW REALTY CORP FNWRL LLC 1251 58TH ST BROOKLYN, NEW YORK 11219-5174	RL1_0331	LEASE FOR STORE #331 1050 HOLCOMB BRIDGE RD, ROSWELL, GEORGIA
37)	RED LOBSTER HOSPITALITY LLC	FSLRO 10700 PARALLEL KANSAS CITY LLC 2000 MCKINNEY AVE STE 1000 DALLAS, TEXAS 75201-2027	RL1_6364	LEASE FOR STORE #6364 10700 PARALLEL PARKWAY, KANSAS CITY, KANSAS
38)	RED LOBSTER HOSPITALITY LLC	GCFP LIMITED PARTNERSHIP C/O MATTHEW GORDER 2623 SOVEREIGN WAY RIVERSIDE, CALIFORNIA 92506-5121	RL1_0406	LEASE FOR STORE #406 7404 ZAC LENTZ PKWY, VICTORIA, TEXAS
39)	RED LOBSTER RESTAURANTS LLC	GELLY, LLC 17206 DOCTOR BIRD ROAD ATTN: GERSON LOPEZ SANDY SPRING, MARYLAND 20860	RL1_0200	LEASE FOR STORE #200 15700 SHADY GROVE ROAD, GAITHERSBURG, MARYLAND
40)	RED LOBSTER HOSPITALITY LLC	GEORGE DUNAIAIS AND FLORA DUNAIAIS REVOCABLE TRUST C/O RAFFI BILEMJIAN TRUSTEE 3375 LOMBARDY RD PASADENA, CALIFORNIA 91107-5647	RL1_0512	LEASE FOR STORE #512 21233 HAWTHORNE BLVD, TORRANCE, CALIFORNIA
41)	RED LOBSTER HOSPITALITY LLC	GEORGE N. SHERMAN; WILLIAM C. STUBBS III; HARPAL KAUR KHALSA C/O REAL ESTATE SERVICES INC PO BOX 600653 SAN DIEGO, CALIFORNIA 92160	RL1_0408	LEASE FOR STORE #408 104 HIGHWAY 332, LAKE JACKSON, TEXAS
42)	RED LOBSTER HOSPITALITY LLC	GERALD AND RITA MESSURI 20 ORCHARD HILL ROAD KATONAH, NEW YORK 11415	RL1_0286	LEASE FOR STORE #286 198 WEST ROUTE 59, NANUET, NEW YORK
43)	RED LOBSTER RESTAURANTS LLC	GREENWAY PROPERTY LLC DBA GREENWAY PROPERTY LLC PO BOX 14504 SCOTTSDALE, ARIZONA 852674504	RL1_6215	LEASE FOR STORE #6215 9067 EAST WESTVIEW RD, LONE TREE, COLORADO
44)	RED LOBSTER RESTAURANTS LLC	HKT ENTERPRISES, LLC PO BOX 444 RARITAN, NEW JERSEY 08869	RL1_0827	LEASE FOR STORE #827 1271 U.S. ROUTE 22, BRIDGEWATER, NEW JERSEY

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
45)	RED LOBSTER HOSPITALITY LLC	ID SEAFOOD LLC 15915 VENTURA BOULEVARD, PH2 ATTN: MATT WATERMAN ENCINO, CALIFORNIA 91436	RL1_0847	LEASE FOR STORE #847 2115 THAIN GRADE, LEWISTON, IDAHO
46)	RED LOBSTER RESTAURANTS LLC	JFCF INVEST-3 LLC 20 HARRISON AVE WALDWICK, NEW JERSEY 07463-1757	RL1_0648	LEASE FOR STORE #648 3009 BRITTANY COURT, ELKHART, INDIANA
47)	RED LOBSTER HOSPITALITY LLC	JOHNSONS TRAILER PARKS LLC 16 TWIN ACRES DR KALISPELL, MONTANA 59901-7536	RL1_6249	LEASE FOR STORE #6249 17021 PALM POINTE DRIVE, TAMPA, FLORIDA
48)	RED LOBSTER HOSPITALITY LLC	JOSEPH GAROFALO DBA JOSEPH J GAROFALO 2017 TRUST 7 EXETER DR MARLBORO, NEW JERSEY 07746-2732	RL1_0876	LEASE FOR STORE #876 1919 S. FIRST STREET, LUFKIN, TEXAS
49)	RED LOBSTER RESTAURANTS LLC	KANNAN NATARAJAN CO-TRUSTEE NATARAJAN LIVING TRUST 3624 LOWRY RD LOS ANGELES, CALIFORNIA 90027-1436	RL1_0858	LEASE FOR STORE #858 4670 HARDY STREET, HATTIESBURG, MISSISSIPPI
50)	RED LOBSTER HOSPITALITY LLC	KIMCO REALTY CORPORATION DBA LARGO PLAZA PO BOX 30344 TAMPA, FLORIDA 33630-3344	RL1_0454	LEASE FOR STORE #454 10500 E ULMERTON ROAD, LARGO, FLORIDA
51)	RED LOBSTER HOSPITALITY LLC	KIU ND HOLDINGS LLC C/O DAVID KIU 32 MAMMOLA WAY MEDFORD, MASSACHUSETTS 02155-2051	RL1_0641	LEASE FOR STORE #641 2675 32ND AVENUE SOUTH, GRAND FORKS, NORTH DAKOTA
52)	RED LOBSTER HOSPITALITY LLC	KOLEE 59 TRUST 5353 WEST ALABAMA STREET, #610 HOUSTON, TEXAS 77056	RL1_0412	LEASE FOR STORE #412 3162 S ATLANTIC AVE., DAYTONA BEACH SHORES, FLORIDA
53)	RED LOBSTER HOSPITALITY LLC	KS SEAFOOD LLC 15915 VENTURA BOULEVARD, PH2 ATTN: MATT WATERMAN ENCINO, CALIFORNIA 91436	RL1_0704	LEASE FOR STORE #704 2925 S. 9TH STREET, SALINA, KANSAS
54)	RED LOBSTER HOSPITALITY LLC	L&S TOLUCA PROPERTIES 1393 PALISADES DR PACIFIC PALISADES, CALIFORNIA 90272-2153	RL1_0228	LEASE FOR STORE #228 7520 TRANSIT ROAD, WILLIAMSVILLE, NEW YORK
55)	RED LOBSTER RESTAURANTS LLC	LAUREL LAKES, LLC C/O MARYLAND FINANCIAL INVESTORS, INC. 2800 QUARRY LAKE DRIVE SUITE 340 BALTIMORE, MARYLAND 21209	RL1_6306	LEASE FOR STORE #6306 14368 BALTIMORE AVE, LAUREL, MARYLAND

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
56)	RED LOBSTER RESTAURANTS LLC	LEDGEWOOD OUTPARCEL INVESTORS LLC C/O ADVANCE REALTY DEVELOPMENT 1430 US HIGHWAY 206N, SUITE 100 ATTN: KURT. R. PADAVANO, CHIEF OPERATING OFFICER BEDMINSTER, NEW JERSEY 07921	RL1_0695	LEASE FOR STORE #695 303 ROUTE 10 - ROXBURY TOWNSHIP, LEDGEWOOD, NEW JERSEY
57)	RED LOBSTER HOSPITALITY LLC	LOD JACKSONVILLE LLC 450 SEVILLA AVE CORAL GABLES, FLORIDA 33134	RL1_0385	LEASE FOR STORE #385 8720 BAYMEADOWS, JACKSONVILLE, FLORIDA
58)	RED LOBSTER HOSPITALITY LLC	LOUIS WINTERMEYER DBA RL 4010 LLC 893 ROUTE 9W S NYACK, NEW YORK 10960-5012	RL1_0307	LEASE FOR STORE #307 4010 MAPLE RD., AMHERST, NEW YORK
59)	RED LOBSTER RESTAURANTS LLC	LTH INVESTMENTS LLC 4422 DURHAM CHAPEL HILL BLVD DURHAM, NORTH CAROLINA 27707-2509	RL1_0210	LEASE FOR STORE #210 4416 CHAPEL HILL BLVD, DURHAM, NORTH CAROLINA
60)	RED LOBSTER HOSPITALITY LLC	LUXONE LLC 572 CHIMALUS DR PALO ALTO, CALIFORNIA 94306-2707	RL1_0150	LEASE FOR STORE #150 2801 NORTH MAYFAIR ROAD, WAUWATOSA, WISCONSIN
61)	RED LOBSTER HOSPITALITY LLC	LUXONE LLC 572 CHIMALUS DR PALO ALTO, CALIFORNIA 94306-2707	RL1_0238	LEASE FOR STORE #238 3655 ORANGE PLACE, BEACHWOOD, OHIO
62)	RED LOBSTER HOSPITALITY LLC	MARK J FREITAG TRUST OF 1988 207 HILLCREST DR DURANGO, COLORADO 81301-6516	RL1_6343	LEASE FOR STORE #6343 13090 CITY STATION DRIVE, JACKSONVILLE, FLORIDA
63)	RED LOBSTER HOSPITALITY LLC	MARVIN H GEISTLINGER DBA & LINDA J GEISTLINGER CO-TRUSTEE MARVIN & LINDA GEISTLINGER REVOCABLE TRUST SANTA ROSA, CALIFORNIA 95409-6004	RL1_0671	LEASE FOR STORE #671 2010 BUSINESS LANE, CHICO, CALIFORNIA
64)	RED LOBSTER HOSPITALITY LLC	MESA VALLEY HOUSING ASSOCIATES II LIMITED PARTNERSHIP 3 CHARTER OAK PL HARTFORD, CONNECTICUT 06106-1915	RL1_0247	LEASE FOR STORE #247 2965 ERIE BLVD. E, SYRACUSE, NEW YORK
65)	RED LOBSTER HOSPITALITY LLC	MIDWAY SHOPPING CENTER, L.P. C/O REGENCY CENTERS CORPORATION ONE INDEPENDENT DRIVE, SUITE 114 ATTN: LEASE ADMINISTRATION JACKSONVILLE, FLORIDA 32202-5019	RL1_0351	LEASE FOR STORE #351 999 CENTRAL PARK AVE, SCARSDALE, NEW YORK
66)	RED LOBSTER HOSPITALITY LLC	MONTVISTA LLC 1002 SOUTH FIRST STREET ATTN: HAI LUONG ALHAMBRA, CALIFORNIA 91801	RL1_0529	LEASE FOR STORE #529 9345 MONTE VISTA, MONTCLAIR, CALIFORNIA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
67)	RED LOBSTER RESTAURANTS LLC	MOUNT HUNGER HOLDINGS LLC DBA RL DECATUR LLC 1217 HIGH ST BOULDER, COLORADO 80304-4112	RL1_0679	LEASE FOR STORE #679 2027 BELTLINE ROAD S.W., DECATUR, ALABAMA
68)	RED LOBSTER HOSPITALITY LLC	OAKTREE INVESTMENTS 4 LLC C/O JOHN DAVID WILSON & BARBARA ANN WILSON 6355 PRINCEVILLE CIR HUNTINGTON BEACH, CALIFORNIA 92648-5524	RL1_6272	LEASE FOR STORE #6272 4220 24TH AVENUE, FORT GRATIOT, MICHIGAN
69)	RED LOBSTER RESTAURANTS LLC	OLESEN AL, LLC POST OFFICE BOX 274 BUPELLTON, CALIFORNIA 93427	RL1_0539	LEASE FOR STORE #539 1805 OPELIKA HWY, AUBURN, ALABAMA
70)	RED LOBSTER RESTAURANTS LLC	OP OAKHURST REALTY LLC 46 FLEMMING DR HILLSBOROUGH, NEW JERSEY 08844-5281	RL1_0244	LEASE FOR STORE #244 2200 HIGHWAY 35, OAKHURST, NEW JERSEY
71)	RED LOBSTER HOSPITALITY LLC	OVM DELAWARE LLC, CAMPBELL BLACKLIDGE PLAZA DE LLC, FIRST AVE./WETMORE OFFICE PLAZA DE LLC, AND TWOVM INVESTMENTS LLC C/O TOWN WEST REALTY, INC. 555 E. RIVER ROAD, SUITE 201 ATTN: DEBBIE HORVATH TUCSON, ARIZONA 85704	RL1_6350	LEASE FOR STORE #6350 11695 N ORACLE ROAD, ORO VALLEY, ARIZONA
72)	RED LOBSTER RESTAURANTS LLC	PFA-C SILVER SPRING LC 12500 FAIR LAKES CIRCLE SUITE 400 FAIRFAX, VIRGINIA 22033	RL1_6293	LEASE FOR STORE #6293 8533 GEORGIA AVE, SILVER SPRING, MARYLAND
73)	RED LOBSTER HOSPITALITY LLC	PHILIP VELKA DBA THE VELKA FAMILY TRUST 1 MEMORY LN SAN JUAN CAPISTRANO, CALIFORNIA 92675-1008	RL1_0555	LEASE FOR STORE #555 1345 DANA DRIVE, REDDING, CALIFORNIA
74)	RED LOBSTER HOSPITALITY LLC	PROVENDER HALL I LLC ATTN JOANNE FOX 301 MISSION ST APT 29C SAN FRANCISCO, CALIFORNIA 94105-6652	RL1_0343	LEASE FOR STORE #343 1500 W SOUTHWEST, LOOP 32, TYLER, TEXAS
75)	RED LOBSTER HOSPITALITY LLC	PROVENDER HALL IV LLC C/O ATTN JOANNE FOX MANAGER 301 MISSION ST APT 29C SAN FRANCISCO, CALIFORNIA 94105-6652	RL1_0893	LEASE FOR STORE #893 1691 DUBLIN-GRANVILLE RD, COLUMBUS, OHIO
76)	RED LOBSTER HOSPITALITY LLC	RB SANDRINI FARMS LP C/O RICHARD SANDRINI 10889 CASEY AVENUE DELANO, CALIFORNIA 93215-9316	RL1_0315	LEASE FOR STORE #315 3515 MCCANN RD., LONGVIEW, TEXAS
77)	RED LOBSTER HOSPITALITY LLC	RL JENSEN BEACH LLC 1950 BRIGHTON HENRIETTA TOWN LINE RD ROCHESTER, NEW YORK 14623-2543	RL1_0461	LEASE FOR STORE #461 3544 NW FEDERAL HWY, JENSEN BEACH, FLORIDA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
78)	RED LOBSTER HOSPITALITY LLC	RL KAF LLC; RL SDN LLC; RL MPN LLC; RL KBN LLC; RL LCG LLC; AND 10TH FAIRWAY LLC DBA JM MANAGEMENT GROUP LLC ATTN JOHN MESITI ROCHESTER, NEW YORK 14624-1371	RL1_0189	LEASE FOR STORE #189 655 WEST JEFFERSON ROAD, ROCHESTER, NEW YORK
79)	RED LOBSTER RESTAURANTS LLC	RL12580 LLC 14706 STURTEVANT RD SILVER SPRING, MARYLAND 20905-4457	RL1_6279	LEASE FOR STORE #6279 12580 JEFFERSON AVE, NEWPORT NEWS, VIRGINIA
80)	RED LOBSTER RESTAURANTS LLC	ROBERT J SCULLIN SCULLIN REAL ESTATE V LLC AND SCULLIN REAL ESTATE VII LLC C/O SCULLIN MANAGEMENT INC BONITA SPRINGS, FLORIDA 34134-6906	RL1_0119	LEASE FOR STORE #119 4455 WADSWORTH BLVD, WHEAT RIDGE, COLORADO
81)	RED LOBSTER HOSPITALITY LLC	ROWORTH ENTERPRISES LLC 99-129 HOLO PL AIEA, HAWAII 96701-3026	RL1_0404	LEASE FOR STORE #404 4717 HIGHWAY 10, BAYTOWN, TEXAS
82)	RED LOBSTER RESTAURANTS LLC	RSC ASSOCIATES LLC 136 DEVON RD ESSEX FELLS, NEW JERSEY 07021-1707	RL1_6267	LEASE FOR STORE #6267 941 EAST SAN MARNAN, WATERLOO, IOWA
83)	RED LOBSTER RESTAURANTS LLC	SAGA LLC ATTN MR NILESH NAYAK 155 POTOMAC PSGE UNIT 626 OXON HILL, MARYLAND 20745-1574	RL1_0645	LEASE FOR STORE #645 119 TEMPLE LAKE DRIVE, COLONIAL HEIGHTS, VIRGINIA
84)	RED LOBSTER RESTAURANTS LLC	SCF RC FUNDING I, LLC ESSENTIAL PROPERTIES REALTY TRUST LLC 902 CARNEGIE CENTER BLVD., SUITE 520 ATTN: ASSET MANAGER PRINCETON, NEW JERSEY 08540	RL1_0664	LEASE FOR STORE #664 2968 E TEXAS ST., BOSSIER CITY, LOUISIANA
85)	RED LOBSTER HOSPITALITY LLC	SCF RC FUNDING III LLC ESSENTIAL PROPERTIES REALTY TRUST LLC 902 CARNEGIE CENTER BOULEVARD, SUITE 520 ATTN: ASSET MANAGER PRINCETON, NEW JERSEY 08540	RL1_0556	LEASE FOR STORE #556 3217 VERMILLION STREET, DANVILLE, ILLINOIS
86)	RED LOBSTER HOSPITALITY LLC	SERG 13 LLC 1937 EAST 24TH STREET BROOKLYN, NEW YORK 11229	RL1_0546	LEASE FOR STORE #546 3333 STATE ROAD 16, LA CROSSE, WISCONSIN
87)	RED LOBSTER RESTAURANTS LLC	SHASHIKANT PATIL DBA SPOORNA HOLDINGS LLC 1131 MILLSTONE RUN WATKINSVILLE, GEORGIA 30677-6946	RL1_0036	LEASE FOR STORE #36 1956 W. BROAD STREET, ATHENS, GEORGIA
88)	RED LOBSTER RESTAURANTS LLC	SKYHY PROPERTY LLC 2330 ROUTH DR ROWLAND HEIGHTS, CALIFORNIA 91748-4859	RL1_0320	LEASE FOR STORE #320 3112 N.W. CACHE ROAD, LAWTON, OKLAHOMA

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
89)	RED LOBSTER HOSPITALITY LLC	SMBSIRIS LLC 58 WAVERLY STREET BROOKLINE, MASSACHUSETTS 02445	RL1_0426	LEASE FOR STORE #426 1000 MCKINLEY MALL, BUFFALO, NEW YORK
90)	RED LOBSTER RESTAURANTS LLC	SOCRATES INVESTMENTS INC C/O KAUFMAN ROSSIN AND CO ATTN S DEMAR MIAMI, FLORIDA 33133-5344	RL1_0237	LEASE FOR STORE #237 4243 NW EXPRESSWAY STREET, OKLAHOMA CITY, OKLAHOMA
91)	RED LOBSTER RESTAURANTS LLC	SOUTH MIDTOWN PROPERTIES LLC C/O WEIYE LIN 1155 SWEETWATER DR RENO, NEVADA 89509-5250	RL1_0839	LEASE FOR STORE #839 370 MALL DRIVE, DANVILLE, VIRGINIA
92)	RED LOBSTER RESTAURANTS LLC	TAAG VENTURES, LLC 4727 OSBORNE DRIVE ATTN: TYLER DANIELS EL PASO, TEXAS 79922	RL1_0828	LEASE FOR STORE #828 102 E. HALL OF FAME AVE., STILLWATER, OKLAHOMA
93)	RED LOBSTER RESTAURANTS LLC	TAITZ RL MOBILE LLC; RPRL MOBILE LLC; AND WHRL MOBILE LLC C/O FEDERMAN STEIFMAN LLP 220 EAST 42ND STREET, 29TH FLOOR ATTN: MICHAEL K. FEDERMAN, ESQ. NEW YORK, NEW YORK 10017	RL1_0040	LEASE FOR STORE #40 3941 AIRPORT BLVD., MOBILE, ALABAMA
94)	RED LOBSTER RESTAURANTS LLC	THE EVELYN DIBENEDETTO FAMILY PARTNERSHIP LP 225 FOX HUNT CRESCENT SYOSSET, NEW YORK 11791	RL1_0725	LEASE FOR STORE #725 10000 HWY. 17 N., MYRTLE BEACH, SOUTH CAROLINA
95)	RED LOBSTER HOSPITALITY LLC	THE GEORGE FAMILY TRUST 4732 HAMPTON ROAD LA CANADA, CALIFORNIA 91011	RL1_0198	LEASE FOR STORE #198 4002 SPENCER HIGHWAY, PASADENA, TEXAS
96)	RED LOBSTER RESTAURANTS LLC	THE PROMENADE D'IBERVILLE, LLC ATTN: GENERAL COUNSEL/CHIEF LEGAL OFFICER 2030 HAMILTON PLACE BOULEVARD CBL CENTER, SUITE 500 CHATTANOOGA, TENNESSEE 37421-6000	RL1_6357	LEASE FOR STORE #6357 3897 PROMENADE PARKWAY, D'IBERVILLE, MISSISSIPPI
97)	RED LOBSTER HOSPITALITY LLC	THE STORAGE BIN INC 2945 RICHMOND TERRACE STATEN ISLAND, NEW YORK 10303-2310	RL1_0311	LEASE FOR STORE #311 2255 SOUTH RD, POUGHKEEPSIE, NEW YORK
98)	RED LOBSTER HOSPITALITY LLC	TPI CYPRESS POINTE LLC C/O TARANTINO PROPERTIES, INC. 7887 SAN FELIPE, SUITE 237 HOUSTON, TEXAS 77063	RL1_0840	LEASE FOR STORE #840 302 FM 1960 WEST, HOUSTON, TEXAS
99)	RED LOBSTER RESTAURANTS LLC	TR UW0 FRED ZIESS DBA 3255 BRUNSWICK PIKE OWNER LLC 841 GILBERT HIGHWAY FAIRFIELD, CONNECTICUT 06824	RL1_0239	LEASE FOR STORE #239 3255 BRUNSWICK PIKE, LAWRENCEVILLE, NEW JERSEY

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100)	RED LOBSTER HOSPITALITY LLC	USP APOLLO, LLC C/O GRID PROPERTIES INC. 2309 FREDERICK DOUGLASS BOULEVARD NEW YORK, NEW YORK 10027	RL1_6385	LEASE FOR STORE #6385 261 WEST 125TH ST, NEW YORK, NEW YORK