

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**  
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IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,<sup>1</sup>

Case No. 6:24-bk-02486-GER  
Lead Case

RED LOBSTER RESTAURANTS LLC,  
RLSV, INC.,  
RED LOBSTER CANADA, INC.,  
RED LOBSTER HOSPITALITY LLC,  
RL KANSAS LLC,  
RED LOBSTER SOURCING LLC,  
RED LOBSTER SUPPLY LLC,  
RL COLUMBIA LLC,  
RL OF FREDERICK, INC.,  
RED LOBSTER OF TEXAS, INC.,  
RL MARYLAND, INC.,  
RED LOBSTER OF BEL AIR, INC.,  
RL SALISBURY, LLC,  
RED LOBSTER INTERNATIONAL HOLDINGS LLC,

Jointly Administered with  
Case No. 6:24-bk-02487-GER  
Case No. 6:24-bk-02488-GER  
Case No. 6:24-bk-02489-GER  
Case No. 6:24-bk-02490-GER  
Case No. 6:24-bk-02491-GER  
Case No. 6:24-bk-02492-GER  
Case No. 6:24-bk-02493-GER  
Case No. 6:24-bk-02494-GER  
Case No. 6:24-bk-02495-GER  
Case No. 6:24-bk-02496-GER  
Case No. 6:24-bk-02497-GER  
Case No. 6:24-bk-02498-GER  
Case No. 6:24-bk-02499-GER  
Case No. 6:24-bk-02500-GER

Debtors.

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**JOINT MOTION OF THE DEBTORS AND SURPRISE TOWNE CENTER  
MARKETPLACE, VESTAR BOWLES CROSSING, LLC,  
AND CTC GILBERT PHASE 1, L.L.C. FOR THE ENTRY OF  
AN ORDER RESOLVING CURE OBJECTION AND RELATED OBJECTIONS**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) and Surprise Towne Center Marketplace (“Surprise Marketplace”), Vestar Bowles Crossing, LLC (“Bowles Crossing”), and CTC Gilbert Phase 1, L.L.C. (individually, “CTC” and together with

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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 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.

Surprise Marketplace and Bowles Crossing, the “Vestar Parties” and, along with the Debtors, the “Parties”), by and through their undersigned counsel, file this joint motion (the “Joint Motion”) for the entry of an order approving the Parties’ resolution of the cure amounts asserted by the Vestar Parties in their Cure Objection (defined below). As grounds in support of this Joint Motion, the Parties state as follows:

1. On June 14, 2024, the Court entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (VI) Granting Related Relief* [ECF No. 386] (the “Sale Procedures Order”).<sup>2</sup>

2. In accordance with the Sales Procedures Order, on June 28, 2024, the Debtors filed the *Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets* [ECF No. 476] (the “Initial Cure Notice”) which set forth a schedule of Cure Amounts (as defined in the Initial Cure Notice) for certain Assigned Contracts (the “Initial Cure Amounts”).

3. On July 2, 2024, the Debtors filed the *First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets* [ECF No. 484] (the “Supplemental Cure Notice” and together with the Initial Cure Notice, the “Cure Notices”) which sets forth a schedule of Cure Amounts for certain Assigned Contracts not previously identified in the Initial Cure Notice (the “Supplemental Cure Amounts” and together with the Initial Cure Amounts, the “Cure Amounts”).

4. Following the filing of the Cure Notices, the Vestar Parties filed an objection at

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<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Sale Procedures Order.

ECF No. 589 (the “Objection”) to (i) the Cure Amount listed by the Debtors in one of the Cure Notices in connection with the Assigned Contract pertaining to certain of the Vestar Parties (the “Cure Objection”) and (ii) to the ability of the Debtors to assume or assume and assign Assigned Contracts that the Debtors are not a party to.

5. By way of this Joint Motion, the Parties have agreed to resolve their dispute pertaining to the Vestar Parties’ Cure Objection by agreeing that (i) in the event that Bowles Crossing’s Assigned Contract is assumed or assumed and assigned by the Debtors; namely: in either of those events, Bowles Crossing’s Cure Amount shall total the amount set forth on Exhibit 1 of the proposed Order attached hereto as **Exhibit A**<sup>3</sup> (in each case, the “Agreed Cure Amount”); (ii) the Debtors will not attempt to assume or assume and assign any Assigned Contracts, including, without limitation, the Crossroads Lease (as referred to in the Objection), in these chapter 11 cases that the Debtors are not a party to; and (iii) after review of certain documentation and discussion with the Debtors’ counsel, the objection of Surprise Marketplace is hereby withdrawn.

6. The Debtors intend to attach a list of all updated Cure Amounts, including each Agreed Cure Amount, to either an Amended Plan Supplement or a proposed form of order confirming the Debtors’ joint plan of reorganization that the Debtors will file in accordance with the *Order Granting Debtors’ Expedited Motion for Entry of an Order (I) Conditionally Approving Disclosure Statement for the Proposed Joint Chapter 11 Plan of Red Lobster Management LLC and its Debtor Affiliates, (II) Approving the Solicitation and Voting Procedures with Respect to Confirmation of the Proposed Joint Chapter 11 Plan of Red Lobster Management LLC and its Debtor Affiliates, and (III) Granting Related Relief* [ECF No. 736].

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<sup>3</sup> For the avoidance of doubt, Bowles Crossing explicitly reserves the right to seek amounts that are not timely satisfied per the Bowles Lease (as defined in the Objection) that have not yet been incurred as of the date of filing this Joint Motion.

**WHEREFORE**, the Parties respectfully request that the Court grant this Joint Motion by entering an Order in substantially in the form attached hereto as **Exhibit A** and, thereby, approve each Agreed Cure Amount and grant any further relief which this Court deems just and proper.

Dated: August 27, 2024

Respectfully submitted,

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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.*

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***Counsel for Vestar Parties***

**EXHIBIT A**

**(Proposed Order)**

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**  
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Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,<sup>1</sup>

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Lead Case

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RED LOBSTER OF BEL AIR, INC.,  
RL SALISBURY, LLC,  
RED LOBSTER INTERNATIONAL HOLDINGS LLC,

Case No. 6:24-bk-02498-GER  
Case No. 6:24-bk-02499-GER  
Case No. 6:24-bk-02500-GER

Debtors.

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**ORDER GRANTING JOINT MOTION OF  
THE DEBTORS AND SURPRISE TOWNE CENTER MARKETPLACE,  
VESTAR BOWLES CROSSING, LLC, AND CTC GILBERT PHASE 1,  
L.L.C. RESOLVING CURE OBJECTION AND RELATED OBJECTIONS**

**THIS CASE** came before the Court, without a hearing, upon the *Joint Motion of the Debtors and Surprise Towne Center Marketplace, Vestar Bowles Crossing, and CTC Gilbert Phase 1, L.L.C. for the Entry of an Order Resolving Cure Objection and Related Objections* [ECF No. \_\_\_\_] (the “Joint Motion”). The Court, having considered the Joint Motion, noting that the Parties<sup>2</sup> have agreed upon the Agreed Cure Amounts as set forth on Exhibit 1 attached hereto, finding good cause for the granting of the relief requested therein, and being otherwise duly advised in the premises, it is

**ORDERED** that:

1. The Joint Motion is **GRANTED**.
2. In the event that Bowles Crossing’s Assigned Contract is assumed or assumed and assigned by the Debtors, Bowles Crossing’s Agreed Cure Amount shall total the amount set forth on **Exhibit 1** attached hereto.
3. The Debtors are not party to a real property lease with CTC. Therefore, the Debtors agree that the Debtors will not attempt to assume or assume and assign the Crossroads Lease (as referred to in the Objection).
4. The Objection [ECF No. 589], including, without limitation, the Cure Objection, is

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<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Joint Motion or Sales Procedures Order, as applicable.

overruled as moot.

5. Entry of this Order establishes the applicable Agreed Cure Amount for Bowles Crossing, as set forth in paragraph 2 above, provided, for the avoidance of doubt, that any accrued and invoiced obligations under the Assigned Contract that are not yet past due, including, without limitation, tax obligations, will be paid when due consistent with the terms of the Assigned Contract without need for Bowles Crossing to file a further supplemental cure objection to assert such amount. For the avoidance of doubt, if Bowles Crossing's Assigned Contract is rejected by the Debtors pursuant to section 365 of the Bankruptcy Code then Bowles Crossing shall be required to file an administrative expense claim on account of accrued but unpaid post-petition charges on or before the administrative expense claim bar date to be set by the Court.

6. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

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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****Agreed Cure Amounts**

| <b>Contract #</b> | <b>Debtor</b>                        | <b>Counterparty</b>                 | <b>Description of Agreement</b> | <b>Agreed Cure Amount</b> |
|-------------------|--------------------------------------|-------------------------------------|---------------------------------|---------------------------|
| 4463              | Red<br>Lobster<br>Restaurants<br>LLC | VESTAR<br>BOWLES<br>CROSSING<br>LLC | LEASE FOR RESTAURANT #<br>446   | \$0.00                    |