

ORDERED.

Dated: August 28, 2024



Grace E. Robson
United States Bankruptcy Judge

**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-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.,

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

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.

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.

**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. 991] (the “Joint Motion”). The Court, having considered the Joint Motion, noting that the Parties² 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).

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

4. The Objection [ECF No. 589], including, without limitation, the Cure Objection, is 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

Contract #	Debtor	Counterparty	Description of Agreement	Agreed Cure Amount
4463	Red Lobster Restaurants LLC	VESTAR BOWLES CROSSING LLC	LEASE FOR RESTAURANT # 446	\$0.00