

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

In re:

BLINK HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11686 (JKS)

(Jointly Administered)

Ref. Docket Nos. 348, 361, 464, 474 & 516

**FOURTH SUPPLEMENTAL NOTICE OF (I) POTENTIAL ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND (II) CURE AMOUNTS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On August 12, 2024, the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) filed a motion seeking approval of the Bidding Procedures for the sale (the “**Sale**”) of certain of the Debtors’ assets (the “**Assets**”) and approval of the Sale of such Assets (the “**Bidding Procedures and Sale Motion**”) to the highest or best qualified bidder. On September 10, 2024, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered an order [Docket No. 348] (the “**Bidding Procedures Order**”) approving the relief requested in the Bidding Procedures and Sale Motion. On November 13, 2024, the Court entered an order [Docket No. 611] (the “**Sale Order**”) approving the Sale of the Assets to Pinnacle US Holdings, LLC (the “**Buyer**”).

2. Pursuant to the Bidding Procedures Order, on September 12, 2024, the Debtors filed the *Notice of (I) Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and (II) Cure Amounts* [Docket No. 361] (the “**Assumption/Assignment Notice**”).² The Debtors indicated on Schedule A to the Assumption/Assignment Notice (the “**Initial Cure Schedule**”) the cure amounts, if any, that the Debtors believe must be paid to cure any prepetition defaults and pay all amounts accrued (in each instance, the “**Cure Amount**”) under the Other Potentially Assigned Agreements.³ Thereafter, the Debtors filed various

¹ The last four digits of Blink Holdings, Inc.’s federal tax identification number are 6354. The mailing address for Blink Holdings, Inc. is 45 West 45th Street, 10th Floor, New York, New York 10036. Due to the large number of debtors in these chapter 11 cases, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/BlinkFitness>, or by contacting the undersigned counsel for the Debtors.

² Capitalized terms used but not defined herein shall have the meanings set forth in the Assumption/Assignment Notice.

³ For the avoidance of doubt, the assumption of any Potentially Assigned Agreement, including any Additional Other Potentially Assigned Agreement (as defined below), includes, without limitation, any and all amendments, modifications, side letters, memoranda of understanding, documents incorporated by reference, attachments and exhibits thereto.

supplements to the Initial Cure Schedule [Docket Nos. 464, 474, and 516], adding certain executory contracts and unexpired leases and disclosing certain revisions to the Cure Amounts.

3. The Debtors are hereby filing this *Fourth Supplemental Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Cure Amounts* to (a) supplement the Initial Cure Schedule with an additional executory contract (the “**Additional Other Potentially Assigned Agreement**”) and the corresponding Cure Amount, if any, that is required to be paid to the applicable counterparty, as listed on Schedule A annexed hereto (the “**Additional Agreement Schedule**”), and (b) disclose certain revisions to the Cure Amounts (the “**Revised Cure Amounts**”) from the Initial Cure Schedule, as listed in Schedule B listed hereto. Each of the Revised Cure Amounts was made with the consent of the applicable counterparties. The Debtors’ decision to potentially assume and assign the Additional Other Potentially Assigned Agreement is subject to consummation of the Sale of the Assets and the terms of the Sale Order.

Inclusion of any document on the Additional Agreement Schedule shall not constitute or be deemed to be a determination or admission by the Debtors or the Buyer that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.

Dated: Wilmington, Delaware
November 27, 2024

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Rebecca L. Lamb

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Counsel to the Debtors and Debtors in Possession

Schedule A**Additional Agreements Schedule**

	CASE NUMBER	DEBTOR ENTITY	COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
1	24-11686	Blink Holdings, Inc.	5 Bryant Park Property Investors LLC c/o Savannah Real Estate Funds 430 Park Ave, 12 th Floor New York, NY 10022	Guaranty DTD 10/10/2013	\$0.00

Schedule B**Revised Cure Amounts**

REF. NO. ON INITIAL CURE SCHEDULE	CASE NUMBER	DEBTOR ENTITY	COUNTERPARTY	CONTRACT DESCRIPTION	REVISED CURE AMOUNT
180	24-11694	Blink 1065 6 th Avenue, Inc.	5 Bryant Park Property Investors LLC c/o Savannah Real Estate Funds 430 Park Ave., 12 th Floor New York, NY 10022	Second Amendment to Lease DTD 6/23/2020 (Amends Lease DTD 10/10/2023)	\$188,209.99
30	24-11744	Blink Jamaica Avenue, Inc.	13602 Jamaica Avenue LLC c/o Solil Management LLC 1185 6 th Ave. New York, NY 10036	Confidential Settlement Agreement DTD 12/21/2023	\$102,234.81
38	24-11721	Blink Normandie Avenue, Inc.	155501 Gardena LLC c/o Rich Development Co Attn: Joseph W. Rich 1000 N Western Ave. Suite 200 San Pedro, CA 90732	Shopping Center Retail Lease DTD 4/10/2017	\$25,189.96
339	24-11762	Blink 8201 Broadway, Inc.	Brixmor Holdings 12 SPE LLC c/o Brixmor Property Group Attn: General Counsel 450 Lexington Ave. Floor 13 New York, NY 10017	First Amendment to Rent Forbearance & Lease Modification Agreement DTD 4/5/2021 (Amends Retail Lease DTD 6/28/2019)	\$15,410.50

REF. NO. ON INITIAL CURE SCHEDULE	CASE NUMBER	DEBTOR ENTITY	COUNTERPARTY	CONTRACT DESCRIPTION	REVISED CURE AMOUNT
846	24-11793	Blink 9901 S. Alameda, Inc.	Primestor Jordan Downs LLC c/o Primestor Development Attn: VP of Real Estate 201 S Figueroa St., Ste. 300 Los Angeles, CA 90012	Lease Agreement DTD 11/5/2018	\$34,621.71
954	24-11736	Blink 600 Third Avenue, Inc.	Third Avenue Tower Owner LLC c/o L&L Holding Co LLC Attn: SR VP, Asset Management 142 W 57 th St. New York, NY 10019	Lease Agreement DTD 3/26/2012	\$287,457.03
988	24-11687	692 Broadway Fitness Club, Inc.	Vornado 692 Broadway LLC 210 Route 4 E Paramus, NJ 07652-0910	Tenant Estoppel DTD 7/17/2023 (Re: Lease DTD 5/13/2020)	\$134,738.68 ⁴
1006	24-11689	Blink Lodi, Inc.	Vornado Lodi Delaware LLC Attn: EVP, Retail Real Estate 210 Route 4 E Paramus, NJ 07652	Lease Agreement	\$22,129.91

⁴ Any deferred rent payments payable under the lease (as amended, modified, or supplemented), including \$69,077.34 in past due rent that was deferred by agreement with the Landlord, shall be paid in the ordinary course of business as and when due pursuant to the terms of the lease (including any amendments, modifications, or supplements thereto).