

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

HRI HOLDING CORP., et al.,

Debtors.

Chapter 11

Case No. 19-12415
(Jointly Administered)

Hearing Date: December 13, 2019

Ref. Docket Nos.: 14, 89

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF
LEVIN MANAGEMENT CORPORATION, AS AGENT FOR HARMON MEADOW
OWNER, LLC TO DEBTORS' NOTICE OF ASSUMPTION AND CURE COST WITH
RESPECT TO EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY
TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS'
ASSETS**

Levin Management Corporation, agent for the Harmon Meadow Owner, LLC (the "Landlord"), by and through its counsel, hereby files the following limited objection and reservation of rights (the "Objection") to the above-captioned debtors' (the "Debtors") Notice of Assumption and Cure Costs (the "Cure Notice"), and respectfully represents as follows:

BACKGROUND

1. On November 14, 2019 (the "Petition Date"), Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with this Court.
2. Upon information and belief, Debtors are operating their businesses as debtors-in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
3. Landlord and Debtors are parties to unexpired, nonresidential real property lease dated October 13, 1982, between Debtors and Landlord's predecessor in interest for property known as 700 Plaza Drive, Secaucus, NJ at the Plaza at Harmon Meadow, also designated as Store # 233 by the Debtors (the "Lease"), which is owed \$111,256.18, plus any unbilled amounts. (Attached is a true and correct copy of the Accounting as Exhibit "A").



4. The Lease is a lease “of real property in a shopping center” within the meaning of section 365(b)(3) of the Bankruptcy Code. *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

5. Both pre-petition and post-petition rents for Landlord’s Lease have not been paid.

6. Landlord’s Lease has been in negotiations with Debtors for a possible Amendment. As of today’s date, the Lease has not been formally amended with approval from the Court.

OBJECTIONS

7. Landlord does not object to assumption of its respective Lease, but it does object to the cure amounts stated in the Cure Notice, as well as the Debtors’ request to extend the period to actually decide whether it is assuming or rejecting the Lease.

8. The language of the Cure Notice and respective pleadings indicates that Debtors and the winning bidder can up until closing (which may not be for months) decide whether or not to assume the Lease.

9. Landlord demands that its Lease be assumed with any sale.

10. Further, there are discrepancies between stated cure amount and actual cure amount required to cure the defaults under Landlord’s Lease (pre- and post-petition amounts), plus any and all attorneys’ fees and costs, additional rent, late fees, interest, reconciliation amounts and any unbilled charges.

11. In order to assume Landlord’s Leases, Debtors are required to cure defaults under the leases, pursuant to §365(b)(1)(A).

12. As such, Landlord reserves its rights to any claim for any and all unpaid rent, including attorneys’ fees and costs, additional rent, late fees, interest, reconciliation amounts and any unbilled charges and any other claim it may assert, including, without limitation, any contingent or unliquidated rights that Landlord may have against Debtors.

**JOINDER IN OBJECTIONS RAISED BY OTHER LANDLORDS
AND RESERVATION OF RIGHTS**

13. To the extent consistent with the objections expressed herein, Landlord also joins in the objections of other lease counter-parties. Further, Landlord reserves all rights to make further and/or future objections based upon any facts or arguments that come to light prior to the hearing on these issues.

WHEREFORE, Landlord respectfully requests that any order entered be consistent with their objections, and that the Court grant such other and further relief as is just and proper.

JOHN R. WEAVER, JR., P.A.

By: /s/ John R. Weaver, Jr.
John R. Weaver, Jr.

Dated: December 5, 2019

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CORPORATION, AS AGENT FOR
HARMON MEADOW OWNER, LLC

EXHIBIT A

**** AR - LEDGER - REPORT ON 12/02/2019****

HOP-Houlihan's Pre Pet.,
700 PLAZA DRIVE
Secaucus, NJ 07094

THE PLAZA AT HARMON MEADOW
700 PLAZA DRIVE
Secaucus, NJ 07094

Tenant ID	Tenant Name	Property Name	Lease Start Date	Lease End Date	Square Feet	Security Deposit
5Y 700	HOP-Houlihan's Pre Pet.,	THE PLAZA AT HARMON MEADOW	11/14/2019	12/01/2049	0	\$0.00

Date IN	Type	Date Paid	Age	Description	Inv#	Charge Amt	Credit	Paid	Open
11/21/2019	Debit	OPEN	11*	YC - YEAR END CAM SU	255308	672.84	0.00	0.00	672.84
11/21/2019	Debit	OPEN	11*	MF - MARKETING FUND	255309	1,539.03	0.00	0.00	1,539.03
11/21/2019	Debit	OPEN	11*	RE - RE TAX MONTHLY	255310	3,564.00	0.00	0.00	3,564.00
11/21/2019	Debit	OPEN	11*	M3 - MONTHLY MAINT.	255311	7,243.74	0.00	0.00	7,243.74
11/21/2019	Debit	OPEN	11*	RE - RE TAX MONTHLY	255312	42,944.90	0.00	0.00	42,944.90
Status of Billed Items :						55,964.51	0.00	0.00	55,964.51
Less Credit Outside Period :							0.00		

Filter Criteria:

Results based on: Start Date = None AND End Date = None AND Open Item Only.

**** AR - LEDGER - REPORT ON 12/02/2019****

HOP Secaucus-Houlihan's,
 8700 STATE LINE ROAD STE 100
 LEAWOOD, KS 66206

THE PLAZA AT HARMON MEADOW
 700 PLAZA DRIVE
 Secaucus, NJ 07094

Tenant ID	Tenant Name	Property Name	Lease Start Date	Lease End Date	Square Feet	Security Deposit
5Y 001	HOP Secaucus-Houlihan's,	THE PLAZA AT HARMON MEADOW	10/27/1983	07/31/2029	8,324	\$0.00

Date IN	Type	Date Paid	Age	Description	Inv#	Charge Amt	Credit	Paid	Open
12/01/2019	Invoice	OPEN	1*	MF - MARKETING FUND	255009	1,539.03	0.00	0.00	1,539.03
12/01/2019	Invoice	OPEN	1*	RE - RE TAX MONTHLY	255009	3,564.00	0.00	0.00	3,564.00
12/01/2019	Invoice	OPEN	1*	M3 - MONTHLY MAINT.	255009	7,243.74	0.00	0.00	7,243.74
12/01/2019	Invoice	OPEN	1*	R - RENT	255009	42,944.90	0.00	0.00	42,944.90
Status of Billed Items :						55,291.67	0.00	0.00	55,291.67
Less Credit Outside Period :							0.00		

Filter Criteria:

Results based on: Start Date = None AND End Date = None AND Open Item Only.

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FOR THE DISTRICT OF DELAWARE**

In re:

HRI HOLDING CORP., et al.,

Debtors.

Chapter 11

Case No. 19-12415
(Jointly Administered)

Hearing Date: December 13, 2019

**CERTIFICATION OF SERVICE OF LIMITED OBJECTION OF
LEVIN MANAGEMENT CORPORATION, AS AGENT FOR HARMON MEADOW
OWNER, LLC TO DEBTORS' NOTICE OF ASSUMPTION AND CURE COST WITH
RESPECT TO EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY
TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS'
ASSETS**

John Weaver, Esquire hereby certifies that on the 5th day of December, 2019, a true and correct copy of the Limited Objection of Levin Management Corporation, as Agent for Harmon Meadow Owner, LLC to Debtors' Notice of Assumption and Cure Costs with Respect to Executory Contracts or Unexpired Leases Potentially to Be Assumed and Assigned in Connection with Sale of Debtors' Assets, was served upon the addressees listed on the attached service list in the manner indicated.

Dated: December 5, 2019

Respectfully submitted,

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By: /s/ John R. Weaver, Jr.

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