

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), (a) authorizing the rejection of certain of their prepetition unexpired leases of nonresidential real property (collectively, the “Leases”) set forth on Exhibit 1 to the Order, (b) authorizing the abandonment of any *de minimis* equipment, furniture, and other personal property, and (c) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Bankruptcy Rules 6004, 6006, and 6007, and Rule 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”).

Background

5. The Debtors are leading owners, operators, and franchisors of family-oriented unlimited pizza restaurants. With approximately 318 locations across 26 states, including 11 owned restaurants and 307 franchise locations owned and operated by 128 franchisees, the CiCi’s brand is known as a “go-to” destination for family and other group outings through its wide variety of pizza, pasta, and salad bar items and cost-effective price point. Much like their competitors and

nearly all other customer-facing businesses, the Debtors' recent operations have been impacted by the uncertainty, unexpected challenges, and ever-changing landscape resulting from the COVID-19 pandemic. A more detailed history of the Debtors' business, as well as their pre-petition efforts to address issues related to safe and efficient operations, franchisee relations, and liquidity issues, are discussed in more detail in the First Day Declaration.

6. On January 25, 2021, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors have requested procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee or examiner in these chapter 11 cases, and no committees have been appointed or designated.

The Debtors' Unexpired Leases.

7. As of the Petition Date, the Debtors are party to 51 leases of real property where the Debtors have conducted their businesses. The Debtors have begun the process of evaluating all of their leases to determine whether such leases should be rejected ahead of confirmation of a chapter 11 plan. To that end, the Debtors have determined in a good-faith exercise of their business judgment to reject the Leases listed on Exhibit 1 to the Order.

8. The Debtors have determined in their business judgment that the costs of the Leases exceed any marginal benefits that could potentially be achieved from assignments of such assignments or subleases of such Leases. The majority of the Leases are CiCi's restaurant locations. As of the Petition Date, none of the restaurants located on the premises of the Leases

were operating. One Lease was the Debtors' former corporate offices, which are vacant but for a subtenant. Another Lease is for a vacant warehouse.

9. Administrative rents for the Leases is anticipated to be approximately \$175,000 per month. Even if the restaurant locations could be reopened immediately, the Debtors believe that the short-term costs of maintaining the Leases would outweigh any potential long-term benefits from operating the restaurants therein.

10. Before the Petition Date, the Debtors notified each affected landlord in writing of their unequivocal and irrevocable decision to surrender the premises and property and turn over keys, key codes, and securities codes, if any, to each affected landlord so that the landlords could attempt to mitigate any rejection damages arising from the rejection of the applicable Lease. To the extent such notifications were not sufficiently clear, this Motion shall serve as further notice to reiterate the Debtors' immediate surrender of the premises, effective as of the Petition Date.

11. Accordingly, in an effort to reduce postpetition administrative costs, and in the exercise of their sound business judgment, the Debtors have determined that rejecting the Leases, effective as of the Petition Date, is in the best interests of the Debtors, their estates, and their creditors.

12. The Debtors do not believe there is any valuable property remaining on the premises for the Leases sought to be rejected by this motion. The majority of the property to be abandoned constitutes used kitchen equipment, such as ovens and mixers, and used furniture that was not transferred to other locations following store closure. To the extent that any property is located at the premises, the Debtors have determined that the property is of inconsequential value to the estate, or that the cost of removing and storing such property outweighed any potential benefit of retaining such property. Accordingly, to reduce postpetition administrative costs and,

in the exercise of their sound business judgment, the Debtors believe that the abandonment of the property that may be located at each of the premises, if any, is appropriate and in the best interests of the Debtors, their estates, and their creditors.

Basis for Relief

I. The Rejection of Leases is in the Best Interests of the Debtors' Estates.

13. Section 365(a) of the Bankruptcy Code provides that a debtor in possession “may assume or reject any executory contract or unexpired lease of the debtor” subject to the court’s approval. 11 U.S.C. § 365(a). Courts generally authorize debtors to assume or reject executory contracts and unexpired leases where the debtors appropriately exercise their “business judgment.” *See, e.g., In re Senior Care Centers, LLC*, 607 B.R. 580, 587 (Bankr. N.D. Tex. 2019) (“A court evaluates whether a lease should be assumed or rejected employing the business judgment standard.”); *In re TM Vill., Ltd.*, No. 18-32770, WL 1004571, at *10 (Bankr. N.D. Tex. 2019) (“A debtor must “satisfy [his] fiduciary duty to ... creditors and equity holders, [by articulating some] business justification for using, selling, or leasing the property outside the ordinary course of business.”) (citation omitted); *In re TransAmerican Nat’l Gas Corp.*, 79 B.R. 663, 667 (Bankr. S.D. Tex. 1987); *see also Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (stating that “[i]t is well established that ‘the question whether a lease should be rejected . . . is one of business judgment’”) (citation omitted).

14. The Debtors have determined, in their sound business judgment, that rejection of the Leases set forth on Exhibit 1 to the Order are central to the Debtors’ reorganization process. The Debtors have carefully reviewed the revenues generated and expenses incurred at the Leases and determined, in their business judgment, that the Leases are not necessary to an effective reorganization of the Debtors’ business. In the sound exercise of their business judgment, the

Debtors have determined that the rejection of the Leases is in the best interests of their estates and creditors and is critical to their reorganization

II. Retroactively Effective Relief May Be Sought Where Appropriate.

15. Section 365 of the Bankruptcy Code does not specifically address whether courts may order rejection to be effective retroactively. However, courts have held that bankruptcy courts may retroactively reject executory contracts and unexpired leases based on a “balancing of the equities” standard. *See, e.g., In re Linn Energy, LLC*, No. 16-60040 (DRJ) (Bankr. S.D. Tex. Nov. 7, 2016) (approving procedures to reject or assume executory contracts and unexpired leases); *In re Sherwin Alumina Co., LLC*, No. 16-20012 (DRJ) (Bankr. S.D. Tex. Aug. 24, 2016) (same); *In re Cafeteria Operators, L.P.*, 299 B.R. 384, 394 (Bankr. N.D. Tex. 2003) (granting retroactive relief for contract rejection where debtors were “receiving no benefit” from the lease and the contract counterparties “had unequivocal notice of Debtors’ intent to reject prior to the filing of the Motions”); *In re O’Neil Theatres, Inc.*, 257 B.R. 806, 808 (Bankr. E.D. La. 2000) (granting retroactive relief based on the circumstances of the case); *In re Amber’s Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (finding that “nothing precludes a bankruptcy court, based on the equities of the case, from approving” retroactive rejection); *Constant Ltd. P’ship v. Jamesway Corp. (In re Jamesway Corp.)*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 of the Bankruptcy Code does not include “restrictions as to the manner in which the court can approve rejection”); *see also In re Joseph C. Spiess Co.*, 145 B.R. 597, 606 (Bankr. N.D. Ill. 1992) (“[A] trustee’s rejection of a lease should be retroactive to the date that the trustee takes affirmative steps to reject said lease.”).

16. Here, the balance of equities favors the rejection of the Leases effective as of the Petition Date. Without such relief, the Debtors would potentially incur unnecessary administrative

expenses related to the Leases. *See* 11 U.S.C. § 365(d)(3). The landlords will not be unduly prejudiced if the rejection is deemed effective as of the Petition Date. Possession of the premises was delivered to each respective landlord on, or prior to, the Petition Date with an unequivocal and irrevocable statement of surrender and abandonment of the premises to such landlord. Further, by this Motion, the landlords are receiving notice of the Debtors' intention to reject the Leases and tender immediate possession of the applicable premises. In the event the Debtors are unable to turn over possession of a particular premises on or before the Petition Date, as anticipated, the effective date of the rejection of such Lease shall be no earlier than the date the Debtors turn over the premises.

17. The Debtors will cause notice of this motion to be served on the affected landlords, thereby allowing each party sufficient opportunity to respond accordingly. The Debtors have sought the relief requested at the earliest possible moment in these chapter 11 cases and do not seek to reject the Leases effective as of the Petition Date due to any undue delay on their own part. Accordingly, the Debtors respectfully submit that the Court deem the Leases identified on Exhibit 1 to the Order rejected effective as of the Petition Date.

III. Abandonment of Personal Property Is in the Best Interests of the Debtors' Estates.

18. Bankruptcy Code section 554(a) provides that “[a]fter notice and a hearing, the trustee 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). Any property to be abandoned at the premises of certain Leases would be of inconsequential value or burdensome to the Debtors' estates, and the cost of retrieving, marketing, and reselling such abandoned property would outweigh any recovery the Debtors could attain for such property. Accordingly, the

abandonment of such property is in the best interests of the Debtors, their estates, and their creditors and parties in interest will have sufficient notice of such abandonment.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

19. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h)

Reservation of Rights

20. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code 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 claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (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 as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the requested relief, any payment made pursuant to the Court's

order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

21. The Debtors will provide notice of this motion to the following parties or their counsel: (a) the U.S. Trustee for the Northern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the lenders under the Debtors' prepetition credit facility; (d) the United States Attorney's Office for the Northern District of Texas; (e) the Internal Revenue Service; (f) the state attorneys general for states in which the Debtors conduct business; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice is needed.

No Prior Request

22. No prior request for the relief sought in this motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Respectfully submitted this 25th day of January, 2021.

GRAY REED & MCGRAW LLP

By: /s/ Jason S. Brookner

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*Proposed Counsel to the Debtors
and Debtors in Possession*

Certificate of Service

I certify that on January 25, 2021, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Jason S. Brookner

Jason S. Brookner

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Chapter 11
CICI'S HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 21-30146 (SGJ)
)	
Debtors.)	(Joint Administration Requested)
)	
)	Re: Docket No. ___

**ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN LEASES,
(II) AUTHORIZING THE ABANDONMENT OF CERTAIN PROPERTY, AND (III)
GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing the rejection of

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: CiCi's Holdings, Inc. (5177); Awesome Acquisition Company (0481); CiCi Acquisition Company, LLC (N/A); CiCi Enterprises, LP (5070); CiCi GP, LLC (2948); CiCi Services, LLC (3586); JMC GP, LLC (8268); JMC Restaurant Distribution, LP (5075); and Pizza Parent, LLC (9534). The Debtors' principal offices are located at 1080 W. Bethel Road, Coppell, Texas 75019, United States.

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

certain Leases set forth on **Exhibit 1** hereto, (b) authorizing the abandonment of any *de minimis* equipment, furniture, and other personal property, and (c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Leases set forth on **Exhibit 1** hereto are rejected effective as of the Petition Date.
3. The Debtors are authorized to abandon property, if any, that may be located at the premises and all such property is deemed abandoned effective as of the Petition Date. The applicable counterparty to each Lease may effectuate its rights and remedies with respect to such property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

4. Approval of this Order will not prevent the Debtors from seeking to assume or reject an executory contract and/or unexpired lease by separate motion or pursuant to a chapter 11 plan.

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

6. The Debtors' reserve the right to assert that any provisions in any executory contract or unexpired lease that expressly or effectively restrict, prohibit, condition, or limit the assignment or effectiveness of the Contract or Lease are unenforceable anti-assignment or *ipso facto* clauses.

7. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of an executory contract or Lease rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular executory contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

8. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with the Approved Budget, the Court's *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, and any final order entered by the Court in connection therewith.

9. 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 a Debtor entity under the Bankruptcy Code 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 claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

14. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Submitted by:

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*Proposed Counsel to the Debtors
and Debtors in Possession*

Exhibit 1**Rejected Leases**

Counterparty	Debtor Counterparty	Description of Lease	Abandoned Personal Property	Rejection Date
Regency Centers, L.P. 4041 Park Oaks Blvd., Suite 110 Tampa, Florida 33610	CiCi Enterprises, LP	Store # 165 410 Blanding Boulevard, Suite 5 Orange Park, FL 32073	N/A	01/25/21
SC Windsor Square, LLC c/o Sterling Retail Services Attn: Karen Lynch 302 Datura Street, Suite 100 West Palm Beach, Florida 33401	CiCi Enterprises, LP	Store # 205 Windsor Square Shopping Center 1814 Windsor Square Drive Suite A240 Matthews, NC 28105	N/A	01/25/21
Edward L. Hill 708 2nd Avenue SE Decatur, AL 35601 ehill@chl-cpas.com elhcpa@plcmet.net	CiCi Enterprises, LP	Store # 276 303 Beltline Place S.W. Bldg. 1/Unit B Decatur, AL 35603	Used kitchen equipment; furniture that was not transferred to another location following store closure.	01/25/21
WBCMT 2006-C24 Dickerson Road, LLC c/o Providence Group Management 300 W. Summit Avenue, Suite 250 Charlotte, NC 28203 Attn: Campbell Guignard cguignard@providencegroup.com	CiCi Enterprises, LP	Store # 311 Union Square Shopping Center 1951 Dickerson Blvd. Monroe, NC 28110	N/A	01/25/21
SUSO 4 MOORESVILLE CS LP c/o Slate Asset Management, L.P. 121 King Street West, Suite 200 Toronto, Ontario M5H 3T9 Attn: Property Management	CiCi Enterprises, LP	Store # 318 Unit No. 43 Mooresville Consumer Square 168-Z Norman Station Blvd Mooresville, NC 28117	N/A	01/25/21
Weingarten Realty Investors Attn: Chris Taylor 4745-A Ashford Dunwoody Road Atlanta, Georgia 30338	CiCi Enterprises, LP	Store # 465 Pike Shopping Center 12111 Rockville Pike Rockville, MD 20852	N/A	01/25/21
MTN, Ltd. Attn: Ralph Marcum 1630 Town Square SW Cullman, Alabama 35055	CiCi Enterprises, LP	Store # 480 1842 Patriots Way Cullman, AL 35055	Used kitchen equipment; furniture that was not transferred to another location following store closure.	01/25/21

Counterparty	Debtor Counterparty	Description of Lease	Abandoned Personal Property	Rejection Date
Goshen Parkway 1 LLC & Goshen Parkway 2 LLC Attn: Josh Hendricks 60590 CR 1 Elkhart, Indiana 46517	CiCi Enterprises, LP	Store # 528 1830 Rieth Blvd. Goshen, IN 46526	N/A	01/25/21
Inland Princess City Plaza, LLC c/o Inland TRS Property Management, Inc. 814 Commerce Drive, Suite 300 Oak Brook, IL 60523 Attn: President	CiCi Enterprises, LP	Store # 683 4320 N. Grape Road Mishawaka, IN 46545	N/A	01/25/21
MidTown Plaza, LLC 2777 Zelda Road Montgomery, Alabama 36106	CiCi Enterprises, LP	Store # 706 Midtown Plaza 981 Ann Street Montgomery, AL 36107	Used kitchen equipment, including ovens and mixer.	01/25/21
Old Milton Partners, LLC, Scott Village Properties, LLC c/o Big Springs, LLC Attn: Ben F. Kushner 19241 Birmingham Highway Alpharetta, Georgia 30004	CiCi Enterprises, LP	Store # 707 11611 US Hwy 431 South Suite O Guntersville, AL 35976	Used kitchen equipment, furniture that was not transferred to another location following store closure.	01/25/21
Kimco Frisco, L.P. 500 North Broadway, Suite 201 P.O. Box 9010 Jericho, New York 11753 with copy to: Kimco Frisco, L.P. c/o Kimco Realty Corporation 6060 Piedmont Row Drive South, Suite 200 Charlotte, North Carolina 28287	CiCi Enterprises, LP	Store # 747 Preston Lebanon Crossing 5580 Preston Road Frisco, TX 75034	Used kitchen equipment, furniture that was not transferred to another location following store closure.	01/25/21

Counterparty	Debtor Counterparty	Description of Lease	Abandoned Personal Property	Rejection Date
<p>Murphy Marketplace Station LLC 11501 Northlake Drive Cincinnati, Ohio 45249 Attn: Robert F. Myers, COO</p> <p>with a copy to:</p> <p>Phillips Edison & Company Ltd. 11501 Northlake Drive Cincinnati, Ohio 45249 Attn: Legal Department kclay@phillipsedison.com</p>	CiCi Enterprises, LP	<p>Store # 871 Murphy Marketplace, Unit 216 104 N. Murphy Road Murphy, TX 75094</p>	N/A	01/25/21
<p>CS Custer Star, LLC UF Custer Star, LLC 1-20 Custer Star, LLC Attn: Robert V. Dorazil 7001 Preston Road, Suite 500 Dallas, Texas 75205</p>	CiCi Enterprises, LP	<p>Store # 879 15962 Eldorado Parkway Frisco, TX 75035</p>	N/A	01/25/21
<p>Folmar & Associates LLP Attn: James M. Folmar 3472 Springhill Avenue Mobile, AL 36608</p> <p>PO Box 16765 Mobile, Alabama 36616</p>	CiCi Enterprises, LP	<p>Store # 902 1851 Montgomery Hwy, Suites 107, 109 and 111 Hoover, AL 35224</p>	Used kitchen equipment, furniture that was not transferred to another location following store closure.	01/25/21
<p>Panhandle Ventures, LLC c/o Providence Group Management Attn: Campbell Guignard cguignard@providencegroup.com</p>	CiCi Enterprises, LP	<p>Store # 905 Suite G 185 Turnersburg Highway Statesville, NC 28625</p>	N/A	01/25/21
<p>BD Desert Mesa Investments, LLC c/o Timothy C. Bode Tiffany & Bosco, P.A. Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016-4237 tcb@tblaw.com</p>	CiCi Enterprises, LP	<p>Store # 911 1411 South Power Road Suite 200 Mesa, AZ 85206</p>	N/A	01/25/21

Counterparty	Debtor Counterparty	Description of Lease	Abandoned Personal Property	Rejection Date
Oliver Creek Holdings, LLP c/o Moore Property Management, LLC 312 Catoma Street Montgomery, Alabama 36104	CiCi Enterprises, LP	Store # 912 Oliver Creek Shopping Center 6630 Atlanta Hwy, Ste 340 Montgomery, AL 36117	Used kitchen equipment, furniture that was not transferred to another location following store closure.	01/25/21
CRE 5601, LLC c/o Castl lake II/III GP, L.P. 4600 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402 Attn: General Counsel	CiCi Enterprises, LP	Support Center 5601 Executive Drive, Suite 400 & 180 Irving, TX 75038	N/A	01/25/21
Progress Investments Group, LLC Attn: Jeff Hanna 1010 South A Street Richmond, IN 47374	JMC Restaurant Distribution, LP	Richmond Warehouse 910 Progress Drive Richmond, IN 47374	N/A	01/25/21