



contract or lease unless, at the time of assumption of such contract or lease, the trustee—

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

(Emphasis added).

6. The Taubman Landlords assert that the requirements of Section 365(b)(1)(B) include compensation to the landlord for sums incurred for attorneys' fees in connection with the bankruptcy case. *See, In re: F&N Acquisition Corp.*, 152 B.R. 304 (W.D.Wash. 1993); *In re: Westworld Community Healthcare, Inc.*, 95 B.R. 730 (C.D.Cal. 1989); *In re: Ryan's Subs, Inc.*, 25 Bankr. Ct. Dec. 649 (W.D.Md. 1994); and *In re: Child World, Inc.*, 161 B.R. 349 (S.D.N.Y. 1993) (Section 365(b)(1)(B) allows for recovery of attorneys' fees if based upon the language of the lease). The Taubman Landlords' lease has language in Articles XI and XIX which requires the reimbursement of attorneys' fees in connection with proceedings of this kind.

7. The cure amounts necessary to assume the Taubman Leases with the debtors through July 17, 2017, not including pecuniary losses incurred by the landlord, additional amounts due after July 17, 2017, and year-end adjustments for common area maintenance, taxes, and percentage rent are as follows:

<u>Debtors' Store</u>	<u>Shopping Center</u>	<u>Cure Amount</u>	<u>Attorneys' Fees</u>	<u>Total Amount</u>	<u>Debtors' Cure Amount</u>
764	Beverly Center	\$78,565.04	\$1,000.00	\$79,565.04	\$73,813.00
761	International Plaza	\$46,141.82	\$1,000.00	\$47,141.82	\$40,020.00
762	Twelve Oaks	\$27,851.62	\$1,000.00	\$28,851.62	\$24,126.00

A copy of Aged Delinquencies Report showing all amounts due and owing is attached hereto as "Exhibit 1."

Wherefore, the Taubman Landlords request that the debtors' Notice of Filing of Plan Supplement and establish cure amounts be denied, and in the event of assumption of the lease that the debtors be required to cure all outstanding defaults, that the cure amounts be established in the amounts set forth above, and that the Taubman Landlords be awarded its costs and attorneys' fees incurred in connection with this objection.

Dated: July 17, 2017

Andrew S. Conway  
Attorney for The Taubman Landlords

By: /s/ Andrew S. Conway  
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### CERTIFICATE OF SERVICE

Susan K. Link, being first duly sworn, deposes and says that she is an employee of The Taubman Company, and that on July 17, 2017, she served a copy of the **The Taubman Landlords' Limited Objection to the Notice of Filing of Plan Supplement, and Cure Claim Objection and this Certificate of Service** via Notice of Electronic Filing and/or by enclosing the papers in sealed envelopes with first-class postage fully prepaid and depositing the envelopes and their contents in the United States mail, addressed as follows:

John Luze, Esq.  
Joshua Sussberg, Esq.  
Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022

US Trustee  
Office of US Trustee  
US Federal Office Building  
201 Varick Street, Room 1006  
New York, NY 10014

/s/ Susan Link  
Susan Link

Subscribed and sworn to before me,  
on this 17<sup>th</sup> day of July, 2017

/s/ Deann Lynett Iloncai

Deann Lynett Iloncai, Notary Public  
Lapeer County, Michigan

My commission expires: 3/23/21

Acting in Oakland County, MI