

Fill in this information to identify the case:

Debtor 1 OCB Restaurant Company, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 21-30726-mvl11

E-Filed on 05/03/2021
Claim # 35

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>SeaTac Village Shopping Centdr, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Harsch Investment Properties</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Stephan Kotkins</u> Name <u>1121 SW Salmon</u> Number Street <u>Portland</u> <u>OR</u> <u>97205</u> City State ZIP Code Contact phone <u>(503) 450-0767</u> Contact email <u>stephank@harsch.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 185,157.48. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Premises Lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 185,157.48

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/03/2021
MM / DD / YYYY

Stephan Kotkins

Signature

Print the name of the person who is completing and signing this claim:

Name Stephan Kotkins
First name Middle name Last name

Title Collection Manager

Company SeaTac Village Shopping Center, LLC /Harsch Investments
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - 2nd Amendment EXECUTED OCB.pdf

Description - Second Amendment to Lease

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Amendment"), dated January 13, 2020, is made and entered into by and between SeaTac Village Shopping Center, LLC, a Delaware limited liability company ("Landlord"), and OCB Restaurant Company, LLC, a Minnesota limited liability company, doing business as Old Country Buffet ("Tenant").

RECITALS

A. Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into that certain Lease Agreement dated January 11, 1994, as amended by that certain First Amendment to Lease dated December 19, 2019 (the "Lease"), for certain Premises containing approximately 11,113 square feet (the "Premises") located in the center known as SeaTac Village (the "Shopping Center") in Federal Way, Washington.

B. Pursuant to the terms of the First Amendment to Lease set forth above, the Term of the Lease was extended for an additional one (1) year period from January 1, 2020, through December 31, 2020 ("Extended Term") on the terms and conditions set forth therein.

C. The breakpoint for purposes of calculating percentage rent was not defined in the First Amendment and the parties have agreed upon such breakpoint as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENT

1. Percentage Rent Breakpoint. The breakpoint for purposes of calculating any percentage rent that may be payable by Tenant during the Extended Term shall be equal to Three Million Four Hundred Twenty-Five Thousand and no/100 Dollars (\$3,425,000). Tenant shall pay Landlord at the times and in the manner set forth in Section 4 of the Lease, percentage rent in an amount equal to three percent (3%) of gross sales above the foregoing breakpoint.

2. General

2.1 Effect of Amendment; Ratification. Except as otherwise modified by this Amendment, the Lease shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. All capitalized terms used and not otherwise defined herein shall have the same meanings and definitions as set forth in the Lease.

2.3 Counterparts. If this Amendment is executed in counterparts, each counterpart shall be deemed an original.

2.4 Authority to Execute Amendment. Each individual executing this Amendment on behalf of a limited liability company represents that he or she is duly authorized to execute and deliver this Amendment on behalf of such limited liability company and that this Amendment is binding upon such limited liability company in accordance with its terms.

2.5 Confidentiality. Tenant shall keep confidential all matters concerning the terms of this Amendment and the negotiations which led to it and shall not disclose the fact or substance of the negotiations or the terms to anyone other than its current or prospective lenders, prospective assignees or sublessees, persons or entities interested in some form of business combination with Tenant, brokers, attorneys, accountants or agents of Tenant in the course of litigation or otherwise as required by court order or by law. Landlord shall keep confidential all matters concerning the terms of this Amendment and the negotiations which led to it and shall not disclose the fact or substance of the negotiations or the terms to anyone other than any existing or prospective mortgagee of the Shopping Center, any prospective purchaser of Landlord's interest in this Lease, attorneys, accountants or agents of Landlord in the course of litigation or otherwise as required by court order or by law.

2.6 Entire Agreement. All understandings and agreements between the parties are merged in this Amendment which alone fully and completely expresses the agreement of the parties. Neither Landlord nor Tenant is relying upon any statement or representation which is not set forth in this Amendment. This

Amendment supersedes all previous negotiations, lease drafts, letters, statements, brochures, estimates, and understandings by or between the parties.

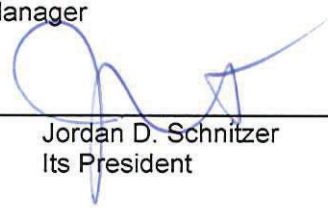
2.7 Capitalized Terms. All capitalized terms used in this Amendment shall have the meaning as described to them in the Lease, unless otherwise expressly defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the date and year first above written.

Landlord:

SeaTac Village Shopping Center, LLC
a Delaware limited d liability company

By: Harsch Investment Properties Management, LLC
Its Manager

By: 
Jordan D. Schnitzer
Its President

Tenant:

OCB Restaurant Company, LLC
a Minnesota limited liability company

By: 
Name: Peter Donbavand
Title: Vice President – Real Estate and Business
Development

Attachment 2 - Commercial_Lease_Statement_70530.pdf

Description - Commercial Lease Statement

SeaTac Village Shopping Center LLC

SeaTac Village Shopping Center

Unit 80

PO Box 4900

Portland, OR 97208

Statement

Account: 70530-530oldc1

Units:

Date: 05/03/2021

Payment: \$ _____

Attn: Real Estate Department - Store #0310

OCB Restaurant Company, LLC

2338 N. Loop 1604 W, Suite 350

San Antonio , TX 78248

Date	Description	Charges	Payments	Balance
	Balance Forward			817.60
07/01/19	Monthly Commercial Rent (07/2019)	12,316.91		13,134.51
07/01/19	Property taxes (07/2019)	2,451.00		15,585.51
07/01/19	Common Area Maint (07/2019)	1,745.00		17,330.51
07/01/19	Insurance (07/2019)	110.00		17,440.51
07/08/19	Chk# 20158 - July 2019 Rent & CAM and Water/Sewer (3/21-5/22/19)		17,440.51	0.00
08/01/19	Monthly Commercial Rent (08/2019)	12,316.91		12,316.91
08/01/19	Property taxes (08/2019)	2,451.00		14,767.91
08/01/19	Common Area Maint (08/2019)	1,745.00		16,512.91
08/01/19	Insurance (08/2019)	110.00		16,622.91
08/09/19	Water/Sewer (5/22-7/22/19)	4,948.52		21,571.43
08/16/19	Chk# 21027 - August 2019 Rent & CAM		16,622.91	4,948.52
09/01/19	Monthly Commercial Rent (09/2019)	12,316.91		17,265.43
09/01/19	Property taxes (09/2019)	2,451.00		19,716.43
09/01/19	Common Area Maint (09/2019)	1,745.00		21,461.43
09/01/19	Insurance (09/2019)	110.00		21,571.43
09/06/19	Chk# 21439 - September 2019 Rent & CAM		16,622.91	4,948.52
09/19/19	Water/Sewer (07/22/19-09/19/19)	4,115.27		9,063.79
10/01/19	Monthly Commercial Rent (10/2019)	12,316.91		21,380.70
10/01/19	Property taxes (10/2019)	2,451.00		23,831.70
10/01/19	Common Area Maint (10/2019)	1,745.00		25,576.70
10/01/19	Insurance (10/2019)	110.00		25,686.70
10/11/19	Chk# 21733 - October 2019 Rent and CAM and Water/Sewer (5/22-7/22/19)		21,571.43	4,115.27
11/01/19	Monthly Commercial Rent (11/2019)	12,316.91		16,432.18
11/01/19	Property taxes (11/2019)	2,451.00		18,883.18
11/01/19	Common Area Maint (11/2019)	1,745.00		20,628.18
11/01/19	Insurance (11/2019)	110.00		20,738.18
11/12/19	Chk# 00022099 - November 2019 Rent and CAM		16,622.91	4,115.27
12/01/19	Monthly Commercial Rent (12/2019)	12,316.91		16,432.18
12/01/19	Property taxes (12/2019)	2,451.00		18,883.18
12/01/19	Common Area Maint (12/2019)	1,745.00		20,628.18
12/01/19	Insurance (12/2019)	110.00		20,738.18
12/11/19	Water/Sewer (09/19/19-11/18/19)	3,310.54		24,048.72
01/01/20	Monthly Commercial Rent (01/2020)	13,891.25		37,939.97
01/01/20	Property taxes (01/2020)	2,451.00		40,390.97
01/01/20	Common Area Maint (01/2020)	1,745.00		42,135.97

SeaTac Village Shopping Center LLC

SeaTac Village Shopping Center

Unit 80

PO Box 4900

Portland, OR 97208

Statement

Account: 70530-530oldc1

Units:

Date: 05/03/2021

Payment: \$ _____

Attn: Real Estate Department - Store #0310

OCB Restaurant Company, LLC

2338 N. Loop 1604 W, Suite 350

San Antonio , TX 78248

Date	Description	Charges	Payments	Balance
01/01/20	Insurance (01/2020)	110.00		42,245.97
01/13/20	Chk# 22812 - December 2019 Rent and CAM		16,622.91	25,623.06
01/16/20	Water/Sewer (11/18/19-01/16/20)	3,525.36		29,148.42
02/01/20	Monthly Commercial Rent (02/2020)	13,891.25		43,039.67
02/01/20	Property taxes (02/2020)	2,451.00		45,490.67
02/01/20	Common Area Maint (02/2020)	1,745.00		47,235.67
02/01/20	Insurance (02/2020)	110.00		47,345.67
02/04/20	Chk# 23170 - Water/Sewer (07/22/19-09/19/19) and January 2020 Rent and Partial CAM		20,738.18	26,607.49
03/01/20	Monthly Commercial Rent (03/2020)	13,891.25		40,498.74
03/01/20	Property taxes (03/2020)	2,451.00		42,949.74
03/01/20	Common Area Maint (03/2020)	1,745.00		44,694.74
03/01/20	Insurance (03/2020)	110.00		44,804.74
03/05/20	2019 CAM Reconciliation	(5,708.56)		39,096.18
03/17/20	Water/Sewer (01/16/20-03/17/20)	3,995.78		43,091.96
03/17/20	Chk# 23818 - January 2020 Reminting CAM and February 2020 Rent and CAM and Water/Sewer (09/19/19-11/18/19)		23,082.13	20,009.83
04/01/20	Monthly Commercial Rent (04/2020)	13,891.25		33,901.08
04/01/20	Property taxes (04/2020)	2,451.00		36,352.08
04/01/20	Common Area Maint (04/2020)	1,745.00		38,097.08
04/01/20	Insurance (04/2020)	110.00		38,207.08
05/01/20	Monthly Commercial Rent (05/2020)	13,891.25		52,098.33
05/01/20	Property taxes (05/2020)	2,451.00		54,549.33
05/01/20	Common Area Maint (05/2020)	1,745.00		56,294.33
05/01/20	Insurance (05/2020)	110.00		56,404.33
05/06/20	Water/Sewer (03/17/20-05/06/20)	352.76		56,757.09
06/01/20	Monthly Commercial Rent (06/2020)	13,891.25		70,648.34
06/01/20	Property taxes (06/2020)	2,451.00		73,099.34
06/01/20	Common Area Maint (06/2020)	1,745.00		74,844.34
06/01/20	Insurance (06/2020)	110.00		74,954.34
07/01/20	Monthly Commercial Rent (07/2020)	13,891.25		88,845.59
07/01/20	Property taxes (07/2020)	2,451.00		91,296.59
07/01/20	Common Area Maint (07/2020)	1,745.00		93,041.59
07/01/20	Insurance (07/2020)	110.00		93,151.59
08/01/20	Monthly Commercial Rent (08/2020)	13,891.25		107,042.84
08/01/20	Property taxes (08/2020)	2,451.00		109,493.84
08/01/20	Common Area Maint (08/2020)	1,745.00		111,238.84

