

Fill in this information to identify the case:

Debtor 1 Gold's Alabama, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 20-31321

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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>Colonnade Retail Partners, 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>DRA/CLP Colonnade Retail Birmingham LLC; Colonial Realty</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?	Where should notices to the creditor be sent? <u>Michelle E. Shriro, Singer & Levick PC</u> Name <u>16200 Addison Road, Suite 140</u> Number Street <u>Addison TX 75001</u> City State ZIP Code Contact phone <u>972.380.5533</u> Contact email <u>mshriro@singerlevick.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
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? \$ 504,689.05 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.

Lease / Rejection of 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. \$ 63,213.54

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)?☒ No☐ Yes. Check one:

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

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

Amount entitled to priority

\$ _____

☐ 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.

\$ _____

* 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 09/09/2020
MM / DD / YYYY



Signature

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

Name	Andrew R. Patterson		
	First name	Middle name	Last name
Title	Managing Partner		
Company	Shannon Waltchack Management, LLC, Agent for Colonnade Retail Partners, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1616 2nd Avenue South, Suite 100		
	Number	Street	
	Birmingham	AL	35233
	City	State	ZIP Code
Contact phone	205.977.9908		Email ap@shanwalt.com

BACKGROUND ON CLAIM

1. On or about August 20, 2004, Colonial Realty Limited Partnership, as Landlord, and IVFH Colonnade LLC dba Gold's Gym, as Tenant, entered into an eleven (11) year *Lease* ("**Lease**") for the premises identified as: "approximately 30,133 square feet" located within The Shops at Colonnade Shopping Center in the City of Birmingham, State of Alabama ("**Premises**").

2. On or about April 11, 2005, Colonial Realty Limited Partnership, as Landlord, and IVFH Colonnade LLC dba Gold's Gym, as Tenant, entered into a First Amendment to Lease ("**First Amended Lease**"), reducing the square footage of the Premises to 27,951 square feet.

3. On May 8, 2015, DRA/CLP Colonnade Retail Birmingham LLC, successor-in-interest to Colonial Realty Limited Partnership, as Landlord, and Gold's Alabama, LLC, successor-in-interest to IVFH Colonnade LLC dba Gold's Gym, as Tenant, entered into a Second Amendment to Lease ("**Second Amended Lease**"), extending the term of the Lease to April 30, 2021.

4. The Lease, First Amended Lease and Second Amended Lease are hereinafter referred to as the "**Lease**."

5. Due to their voluminous nature, and as Debtor is in possession of the Lease and all amendments, copies are not being attached hereto, but will be sent upon request.

6. On or about May 4, 2020 ("**Petition Date**"), GGI Holdings, LLC, and its associated Debtor affiliates (including Gold's Alabama, LLC) (together, "**Debtor**") filed Voluntary Petitions for Chapter 11 protection under Title 11 of the United States Code ("**Bankruptcy Code**").

7. As reflected in *Debtors' Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Non-Residential Real Property Leases and (II) Abandonment of Certain Personal Property Remaining on the Premises Covered by the Leases Effective Nunc Pro Tunc to the Petition Date (Dkt.016)* ("**Rejection Motion**") filed on May 4, 2020, Debtor rejected the Lease effective May 4, 2020.

8. On May 14, 2020, the Court entered its *Interim Order* (**Dkt.066**) and, on May 14, 2020, the Court entered its *Final Order* (**Dkt.117**) approving the Rejection Motion.

9. Pursuant to the terms of the Lease, the Lease expires on April 30, 2021, with the rental obligations (which includes the base rent, additional rent, and percentage rent) estimated at \$39,597.81 per month.

10. Prior to the Petition Date, Debtor had unpaid rental obligations still due and owing to the Landlord. Landlord is entitled to a claim for the unpaid pre-petition rental obligations in the amount of **\$63,213.54** for the period through the Petition Date. A true and correct copy of the Ledger is attached hereto as **Exhibit A** and incorporated herein by reference.

11. Debtor continued to occupy and profit from its use of the Premises from Petition Date until Debtor surrendered the Premises as of May 4, 2020.

12. As the Lease has now been rejected, Landlord is also entitled to rejection damages for the remaining rental obligations under the Lease for the period June 1, 2020 through April 30, 2021 (11 months) in the amount of **\$435,575.91**.

13. Pursuant to Article XXV, Paragraph 25.03 of the Lease, Landlord is entitled to attorneys' fees in the event of default by the Tenant. A true and correct copy of the redacted portion from the Lease entitled *Events of Default*, which includes the above referenced Paragraph, is attached hereto as **Exhibit B** and incorporated herein by reference.

14. As a result of Debtor's default of the Lease, Landlord has incurred and is entitled to attorneys' fees in the amount of **\$5,899.60**. True and correct copies of the attorneys' fees that the Landlord has incurred are attached hereto as **Exhibit C** and incorporated herein by reference.

15. Landlord is entitled to a total claim of **\$504,689.05**. Following is a chart which indicates how Landlord's claim was calculated:

Unpaid Pre-Petition Damages: through Petition Date	\$ 63,213.54
Rejection Damages: June 1, 2020 through April 30, 2021: Monthly rent (\$39,597.81) x 11 months	\$ 435,575.91
Attorneys' Fees (through date of this Claim, September 9, 2020)	\$ 5,899.60
TOTAL CLAIM:	\$ 504,689.05

16. Landlord's claim consists of all actual, incidental and consequential amounts owed as provided under the terms of the Lease.

17. Landlord reserves the right to amend or supplement this Claim at any time and for any reason, including, without limitation: (a) to increase or otherwise adjust the total claim amount or any component thereof as a result of additional information or otherwise; (b) to revise the estimated amounts or substitute actual amounts for estimated amounts; (c) to include any additional breach of contract damages for any damages to the Property, and costs incurred relating to Debtor's default of the Lease, or (d) to revise any of the statements and information contained herein or to add new information and/or documents relating to the Claim asserted hereby.

18. The filing of this Claim is not an election of remedies, and Landlord does not waive, and expressly reserves, any and all rights it may have under the Lease with Debtor and/or any applicable law and/or claims asserted hereby, including against the Debtor or any of the Debtor's affiliates or guarantors of the debt.

Exhibit A

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Lease Ledger

Date: 09/08/2020

Property: 24800

Tenant: t0000818 Gold's Alabama, LLC

Move In Date: 04/23/2005 Move Out Date: 05/12/2020

Date	Description	Unit	Charge	Payment	Balance
6/29/2016	:Posted by QuickTrans (Beginning Balance at Property Acquisition)		1,668.36	0.00	1,668.36
7/1/2016	Operating Expense Estimates (07/2016)	THEATER	3,023.03	0.00	4,691.39
7/1/2016	Commercial Rent (07/2016)	THEATER	28,877.46	0.00	33,568.85
7/1/2016	Real Estate Tax Estimates (07/2016)	THEATER	2,791.51	0.00	36,360.36
7/14/2016	Chk# 160714		0.00	34,692.00	1,668.36
8/1/2016	Operating Expense Estimates (08/2016)	THEATER	3,023.03	0.00	4,691.39
8/1/2016	Commercial Rent (08/2016)	THEATER	28,877.46	0.00	33,568.85
8/1/2016	Real Estate Tax Estimates (08/2016)	THEATER	2,791.51	0.00	36,360.36
8/15/2016	Chk# 160815		0.00	34,692.00	1,668.36
8/30/2016	Chk# 160830		0.00	35,152.55	-33,484.19
8/31/2016	July 2016 Water Billing		455.55	0.00	-33,028.64
9/1/2016	Operating Expense Estimates (09/2016)	THEATER	3,023.03	0.00	-30,005.61
9/1/2016	Commercial Rent (09/2016)	THEATER	28,877.46	0.00	-1,128.15
9/1/2016	Real Estate Tax Estimates (09/2016)	THEATER	2,791.51	0.00	1,663.36
9/1/2016	Water Reimbursement		636.80	0.00	2,300.16
9/30/2016	Chk# 160930		0.00	34,692.00	-32,391.84
10/1/2016	Operating Expense Estimates (10/2016)	THEATER	3,023.03	0.00	-29,368.81
10/1/2016	Commercial Rent (10/2016)	THEATER	28,877.46	0.00	-491.35
10/1/2016	Real Estate Tax Estimates (10/2016)	THEATER	2,791.51	0.00	2,300.16
10/1/2016	Sept 2016 Water Billing		480.70	0.00	2,780.86
10/27/2016	Chk# 161027		0.00	35,809.50	-33,028.64
10/28/2016	Chk# 161028 Reversed by ctrl# 28358 Reverse duplicate entry for Nov Rent ACH payment.		0.00	35,809.50	-68,838.14
11/1/2016	Operating Expense Estimates (11/2016)	THEATER	3,023.03	0.00	-65,815.11
11/1/2016	Commercial Rent (11/2016)	THEATER	28,877.46	0.00	-36,937.65
11/1/2016	Real Estate Tax Estimates (11/2016)	THEATER	2,791.51	0.00	-34,146.14
11/1/2016	October 2016 Water Billing		341.52	0.00	-33,804.62
11/1/2016	November 2016 Water Billing		701.99	0.00	-33,102.63
11/7/2016	Chk# 161028 :Prog Gen Reverses receipt Ctrl# 27672 Reverse duplicate entry for Nov Rent ACH payment.		0.00	-35,809.50	2,706.87
11/29/2016	Chk# 161129		0.00	34,692.00	-31,985.13
12/1/2016	Operating Expense Estimates (12/2016)	THEATER	3,023.03	0.00	-28,962.10
12/1/2016	Commercial Rent (12/2016)	THEATER	28,877.46	0.00	-84.64
12/1/2016	Real Estate Tax Estimates (12/2016)	THEATER	2,791.51	0.00	2,706.87
12/1/2016	December 2016 Water Billing		358.53	0.00	3,065.40
12/31/2016	write off balance owed prior Landlord		-1,663.36	0.00	1,402.04
1/1/2017	Operating Expense Estimates (01/2017)	THEATER	3,023.03	0.00	4,425.07
1/1/2017	:Revised by ctrl# 66246				
1/1/2017	Commercial Rent (01/2017)	THEATER	28,877.46	0.00	33,302.53
1/1/2017	Real Estate Tax Estimates (01/2017)	THEATER	2,791.51	0.00	36,094.04
1/1/2017	January 2017 Water Billing		392.33	0.00	36,486.37
1/4/2017	Chk# 170104		0.00	34,692.00	1,794.37
1/31/2017	CentiMark Corp.; repaired punctures in roof		562.40	0.00	2,356.77
2/1/2017	Operating Expense Estimates (02/2017)	THEATER	3,023.03	0.00	5,379.80
2/1/2017	:Revised by ctrl# 66248				
2/1/2017	Commercial Rent (02/2017)	THEATER	28,877.46	0.00	34,257.26
2/1/2017	Real Estate Tax Estimates (02/2017)	THEATER	2,791.51	0.00	37,048.77
2/1/2017	Chk# 170201		0.00	34,692.00	2,356.77
2/28/2017	February 2017 Water Billing		326.06	0.00	2,682.83
2/28/2017	Chk# 170228		0.00	34,692.00	-32,009.17
3/1/2017	Operating Expense Estimates (03/2017)	THEATER	3,023.03	0.00	-28,986.14
3/1/2017	:Revised by ctrl# 66250				
3/1/2017	Commercial Rent (03/2017)	THEATER	28,877.46	0.00	-108.68
3/1/2017	Real Estate Tax Estimates (03/2017)	THEATER	2,791.51	0.00	2,682.83
3/31/2017	March 2017 Water Billing		466.79	0.00	3,149.62
3/31/2017	April 2017 Water Billing		288.38	0.00	3,438.00
3/31/2017	Chk# ACH 3.31.17		0.00	34,692.00	-31,254.00
4/1/2017	Operating Expense Estimates (04/2017)	THEATER	3,023.03	0.00	-28,230.97
4/1/2017	:Revised by ctrl# 66252				
4/1/2017	Commercial Rent (04/2017)	THEATER	28,877.46	0.00	646.49
4/1/2017	Real Estate Tax Estimates (04/2017)	THEATER	2,791.51	0.00	3,438.00
5/1/2017	Operating Expense Estimates (05/2017)	THEATER	3,023.03	0.00	6,461.03
5/1/2017	:Revised by ctrl# 66254				
5/1/2017	Commercial Rent (05/2017)	THEATER	28,877.46	0.00	35,338.49
5/1/2017	Real Estate Tax Estimates (05/2017)	THEATER	2,791.51	0.00	38,130.00
5/1/2017	Chk# ACH 5.1.17		0.00	34,692.00	3,438.00
5/31/2017	May 2017 Water Billing		350.60	0.00	3,788.60
6/1/2017	Operating Expense Estimates (06/2017)	THEATER	3,023.03	0.00	6,811.63
6/1/2017	:Revised by ctrl# 66256				
6/1/2017	Commercial Rent (06/2017)	THEATER	28,877.46	0.00	35,689.09
6/1/2017	Real Estate Tax Estimates (06/2017)	THEATER	2,791.51	0.00	38,480.60

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Lease Ledger

Date: 09/08/2020

Property: 24800

Tenant: t0000818 Gold's Alabama, LLC

Move In Date: 04/23/2005 Move Out Date: 05/12/2020

Date	Description	Unit	Charge	Payment	Balance
6/1/2017	Chk# ACH 6.1.17		0.00	34,692.00	3,788.60
6/10/2017	2016 TAX RECONCILIATION		14,485.20	0.00	18,273.80
6/14/2017	Operating Expense Estimates (01/2017)	THEATER	3,086.51	0.00	21,360.31
6/14/2017	Reversed Operating Expense Estimates (01/2017) :Revises charge ctrl# 53270	THEATER	-3,023.03	0.00	18,337.28
6/14/2017	Operating Expense Estimates (02/2017)	THEATER	3,086.51	0.00	21,423.79
6/14/2017	Reversed Operating Expense Estimates (02/2017) :Revises charge ctrl# 55115	THEATER	-3,023.03	0.00	18,400.76
6/14/2017	Operating Expense Estimates (03/2017)	THEATER	3,086.51	0.00	21,487.27
6/14/2017	Reversed Operating Expense Estimates (03/2017) :Revises charge ctrl# 56864	THEATER	-3,023.03	0.00	18,464.24
6/14/2017	Operating Expense Estimates (04/2017)	THEATER	3,086.51	0.00	21,550.75
6/14/2017	Reversed Operating Expense Estimates (04/2017) :Revises charge ctrl# 59875	THEATER	-3,023.03	0.00	18,527.72
6/14/2017	Operating Expense Estimates (05/2017)	THEATER	3,086.51	0.00	21,614.23
6/14/2017	Reversed Operating Expense Estimates (05/2017) :Revises charge ctrl# 62291	THEATER	-3,023.03	0.00	18,591.20
6/14/2017	Operating Expense Estimates (06/2017)	THEATER	3,086.51	0.00	21,677.71
6/14/2017	Reversed Operating Expense Estimates (06/2017) :Revises charge ctrl# 65564	THEATER	-3,023.03	0.00	18,654.68
6/30/2017	June 2017 Water Billing		295.79	0.00	18,950.47
6/30/2017	Chk# ACH 6.30.17		0.00	34,692.00	-15,741.53
7/1/2017	Operating Expense Estimates (07/2017)	THEATER	3,086.51	0.00	-12,655.02
7/1/2017	Commercial Rent (07/2017)	THEATER	28,877.46	0.00	16,222.44
7/1/2017	Real Estate Tax Estimates (07/2017)	THEATER	2,791.51	0.00	19,013.95
7/28/2017	Chk# ACH 7.28.17		0.00	34,692.00	-15,678.05
7/31/2017	06/22-07/20		361.45	0.00	-15,316.60
8/1/2017	Operating Expense Estimates (08/2017)	THEATER	3,086.51	0.00	-12,230.09
8/1/2017	Commercial Rent (08/2017)	THEATER	28,877.46	0.00	16,647.37
8/1/2017	Real Estate Tax Estimates (08/2017)	THEATER	2,791.51	0.00	19,438.88
8/30/2017	Chk# ACH 8/30/17		0.00	34,692.00	-15,253.12
8/31/2017	07/21-08/22 water		419.00	0.00	-14,834.12
9/1/2017	Operating Expense Estimates (09/2017)	THEATER	3,086.51	0.00	-11,747.61
9/1/2017	Commercial Rent (09/2017)	THEATER	28,877.46	0.00	17,129.85
9/1/2017	Real Estate Tax Estimates (09/2017)	THEATER	7,447.15	0.00	24,577.00
9/15/2017	Chk# ACH 9/15/17		0.00	14,485.20	10,091.80
9/21/2017	08/23-09/21 water		380.63	0.00	10,472.43
9/29/2017	Chk# ACH 9/29/17		0.00	38,279.65	-27,807.22
10/1/2017	Operating Expense Estimates (10/2017)	THEATER	3,086.51	0.00	-24,720.71
10/1/2017	Commercial Rent (10/2017)	THEATER	28,877.46	0.00	4,156.75
10/1/2017	Real Estate Tax Estimates (10/2017)	THEATER	7,447.15	0.00	11,603.90
10/19/2017	09/22-10/19 water		359.77	0.00	11,963.67
10/31/2017	Chk# ACH 10/31/17		0.00	34,692.00	-22,728.33
11/1/2017	Operating Expense Estimates (11/2017)	THEATER	3,086.51	0.00	-19,641.82
11/1/2017	Commercial Rent (11/2017)	THEATER	28,877.46	0.00	9,235.64
11/1/2017	Real Estate Tax Estimates (11/2017)	THEATER	7,447.15	0.00	16,682.79
11/22/2017	10/20-11/22 water		461.19	0.00	17,143.98
11/28/2017	Chk# ACH 11/28/17		0.00	34,692.00	-17,548.02
12/1/2017	Operating Expense Estimates (12/2017)	THEATER	3,086.51	0.00	-14,461.51
12/1/2017	Commercial Rent (12/2017)	THEATER	28,877.46	0.00	14,415.95
12/1/2017	Real Estate Tax Estimates (12/2017)	THEATER	7,447.15	0.00	21,863.10
12/31/2017	11/23-12/22 water		359.77	0.00	22,222.87
1/1/2018	Operating Expense Estimates (01/2018)	THEATER	3,086.51	0.00	25,309.38
1/1/2018	Commercial Rent (01/2018)	THEATER	28,877.46	0.00	54,186.84
1/1/2018	Real Estate Tax Estimates (01/2018)	THEATER	7,447.15	0.00	61,633.99
1/2/2018	Chk# ACH 1/2/18		0.00	34,692.00	26,941.99
1/20/2018	12/23-01/20 water		298.93	0.00	27,240.92
2/1/2018	Operating Expense Estimates (02/2018)	THEATER	3,086.51	0.00	30,327.43
2/1/2018	Commercial Rent (02/2018)	THEATER	28,877.46	0.00	59,204.89
2/1/2018	Real Estate Tax Estimates (02/2018)	THEATER	8,480.63	0.00	67,685.52
2/1/2018	Chk# ACH 2/1/18		0.00	34,692.00	32,993.52
2/20/2018	01/21-02/21 water		380.07	0.00	33,373.59
2/28/2018	2017 CAM Reconciliation		199.75	0.00	33,573.34
2/28/2018	2017 Tax Reconciliation		49,646.84	0.00	83,220.18
3/1/2018	Operating Expense Estimates (03/2018)	THEATER	3,086.51	0.00	86,306.69
3/1/2018	Commercial Rent (03/2018)	THEATER	28,877.46	0.00	115,184.15
3/1/2018	Real Estate Tax Estimates (03/2018)	THEATER	8,480.63	0.00	123,664.78
3/1/2018	Chk# ACH 3/1/18		0.00	111,417.79	12,246.99
3/20/2018	02/22-03/21 water		339.50	0.00	12,586.49
3/30/2018	Chk# ACH 3/30/18		0.00	40,824.67	-28,238.18

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Lease Ledger

Date: 09/08/2020

Property: 24800

Tenant: t0000818 Gold's Alabama, LLC

Move In Date: 04/23/2005 Move Out Date: 05/12/2020

Date	Description	Unit	Charge	Payment	Balance
4/1/2018	Operating Expense Estimates (04/2018)	THEATER	3,086.51	0.00	-25,151.67
4/1/2018	Commercial Rent (04/2018)	THEATER	28,877.46	0.00	3,725.79
4/1/2018	Real Estate Tax Estimates (04/2018)	THEATER	8,480.63	0.00	12,206.42
4/20/2018	03/22-04/20 water		440.92	0.00	12,647.34
5/1/2018	Operating Expense Estimates (05/2018)	THEATER	3,086.51	0.00	15,733.85
5/1/2018	Commercial Rent (05/2018)	THEATER	28,877.46	0.00	44,611.31
5/1/2018	Real Estate Tax Estimates (05/2018)	THEATER	8,480.63	0.00	53,091.94
5/1/2018	Chk# ACH 5/1/18		0.00	40,784.10	12,307.84
5/20/2018	04/21-05/21 water		359.78	0.00	12,667.62
6/1/2018	Operating Expense Estimates (06/2018)	THEATER	3,086.51	0.00	15,754.13
6/1/2018	Commercial Rent (06/2018)	THEATER	28,877.46	0.00	44,631.59
6/1/2018	Real Estate Tax Estimates (06/2018)	THEATER	8,480.63	0.00	53,112.22
6/1/2018	Chk# ACH 6/1/18		0.00	40,885.52	12,226.70
6/21/2018	05/22-06/21 water		461.20	0.00	12,687.90
7/1/2018	Operating Expense Estimates (07/2018)	THEATER	3,086.51	0.00	15,774.41
7/1/2018	Commercial Rent (07/2018)	THEATER	28,877.46	0.00	44,651.87
7/1/2018	Real Estate Tax Estimates (07/2018)	THEATER	8,480.63	0.00	53,132.50
7/2/2018	Chk# ACH 7/2/18		0.00	40,804.38	12,328.12
7/20/2018	06/22-07/19 water		605.02	0.00	12,933.14
7/31/2018	Chk# ACH 7/31/18		0.00	40,905.80	-27,972.66
8/1/2018	Operating Expense Estimates (08/2018)	THEATER	3,086.51	0.00	-24,886.15
8/1/2018	Commercial Rent (08/2018)	THEATER	28,877.46	0.00	3,991.31
8/1/2018	Real Estate Tax Estimates (08/2018)	THEATER	8,480.63	0.00	12,471.94
8/20/2018	07/20-08/21 water		584.58	0.00	13,056.52
9/1/2018	Operating Expense Estimates (09/2018)	THEATER	3,086.51	0.00	16,143.03
9/1/2018	Commercial Rent (09/2018)	THEATER	28,877.46	0.00	45,020.49
9/1/2018	Real Estate Tax Estimates (09/2018)	THEATER	8,480.63	0.00	53,501.12
9/4/2018	Chk# ACH 9/4/18		0.00	40,444.60	13,056.52
9/24/2018	08/22-09/24 water		543.70	0.00	13,600.22
10/1/2018	Operating Expense Estimates (10/2018)	THEATER	3,086.51	0.00	16,686.73
10/1/2018	Commercial Rent (10/2018)	THEATER	28,877.46	0.00	45,564.19
10/1/2018	Real Estate Tax Estimates (10/2018)	THEATER	8,480.63	0.00	54,044.82
10/1/2018	Chk# ACH 10/1/18		0.00	41,634.20	12,410.62
10/31/2018	Chk# ACH 10/31/18		0.00	40,444.60	-28,033.98
11/1/2018	Operating Expense Estimates (11/2018)	THEATER	3,086.51	0.00	-24,947.47
11/1/2018	Commercial Rent (11/2018)	THEATER	28,877.46	0.00	3,929.99
11/1/2018	Real Estate Tax Estimates (11/2018)	THEATER	8,480.63	0.00	12,410.62
11/7/2018	09/25-10/23 water		552.25	0.00	12,962.87
11/21/2018	Chk# ACH 11/21/18		0.00	12,945.42	17.45
11/26/2018	REVISED TAX REC. 2017		534.80	0.00	552.25
11/30/2018	Chk# ACH 11/30/18		0.00	40,444.60	-39,892.35
12/1/2018	Operating Expense Estimates (12/2018)	THEATER	3,086.51	0.00	-36,805.84
12/1/2018	Commercial Rent (12/2018)	THEATER	28,877.46	0.00	-7,928.38
12/1/2018	Real Estate Tax Estimates (12/2018)	THEATER	8,480.63	0.00	552.25
12/6/2018	10/24-11/20 water		200.53	0.00	752.78
12/28/2018	Chk# ACH 12/28/18		0.00	40,444.60	-39,691.82
1/1/2019	Operating Expense Estimates (01/2019)	THEATER	3,086.51	0.00	-36,605.31
1/1/2019	Commercial Rent (01/2019)	THEATER	28,877.46	0.00	-7,727.85
1/1/2019	Real Estate Tax Estimates (01/2019)	THEATER	8,704.86	0.00	977.01
1/7/2019	11/21-12/18 water		389.18	0.00	1,366.19
1/30/2019	Chk# ACH 1/30/19		0.00	42,035.02	-40,668.83
2/1/2019	Operating Expense Estimates (02/2019)	THEATER	3,086.51	0.00	-37,582.32
2/1/2019	Commercial Rent (02/2019)	THEATER	28,877.46	0.00	-8,704.86
2/1/2019	Real Estate Tax Estimates (02/2019)	THEATER	8,704.86	0.00	0.00
2/7/2019	12/19-01/22 water		452.07	0.00	452.07
2/28/2019	Chk# ACH 2/28/19		0.00	40,668.83	-40,216.76
3/1/2019	Operating Expense Estimates (03/2019)	THEATER	3,086.51	0.00	-37,130.25
3/1/2019	Commercial Rent (03/2019)	THEATER	28,877.46	0.00	-8,252.79
3/1/2019	Real Estate Tax Estimates (03/2019)	THEATER	8,704.86	0.00	452.07
3/6/2019	Chk# ACH 3/6/19		0.00	452.07	0.00
3/8/2019	01/23-02/19 water		414.70	0.00	414.70
3/29/2019	Chk# ACH 3/29/19		0.00	40,668.83	-40,254.13
4/1/2019	Operating Expense Estimates (04/2019)	THEATER	3,086.51	0.00	-37,167.62
4/1/2019	Commercial Rent (04/2019)	THEATER	28,877.46	0.00	-8,290.16
4/1/2019	Real Estate Tax Estimates (04/2019)	THEATER	8,704.86	0.00	414.70
4/1/2019	2018 CAM Reconciliation		1,044.46	0.00	1,459.16
4/1/2019	2018 Tax Reconciliation		-9,920.22	0.00	-8,461.06

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Date: 09/08/2020

Property: 24800

Tenant: t0000818 Gold's Alabama, LLC

Move In Date: 04/23/2005 Move Out Date: 05/12/2020

Date	Description	Unit	Charge	Payment	Balance
4/9/2019	02/20-03/19 water		414.70	0.00	-8,046.36
4/12/2019	Chk# ACH 4/12/19		0.00	414.70	-8,461.06
4/30/2019	Chk# ACH 4/30/19		0.00	40,668.83	-49,129.89
5/1/2019	Operating Expense Estimates (05/2019)	THEATER	3,086.51	0.00	-46,043.38
5/1/2019	Commercial Rent (05/2019)	THEATER	28,877.46	0.00	-17,165.92
5/1/2019	Real Estate Tax Estimates (05/2019)	THEATER	8,704.86	0.00	-8,461.06
5/8/2019	03/20-04/23 water		435.88	0.00	-8,025.18
5/31/2019	Chk# ACH 5/31/19		0.00	40,668.83	-48,694.01
6/1/2019	Operating Expense Estimates (06/2019)	THEATER	3,086.51	0.00	-45,607.50
6/1/2019	Commercial Rent (06/2019)	THEATER	28,877.46	0.00	-16,730.04
6/1/2019	Real Estate Tax Estimates (06/2019)	THEATER	8,704.86	0.00	-8,025.18
6/10/2019	04/24-05/21 water		414.70	0.00	-7,610.48
6/28/2019	Chk# ACH 6/28/19		0.00	40,668.83	-48,279.31
7/1/2019	Operating Expense Estimates (07/2019)	THEATER	3,086.51	0.00	-45,192.80
7/1/2019	Commercial Rent (07/2019)	THEATER	28,877.46	0.00	-16,315.34
7/1/2019	Real Estate Tax Estimates (07/2019)	THEATER	8,704.86	0.00	-7,610.48
7/10/2019	05/22-06/18 water		435.88	0.00	-7,174.60
7/31/2019	Chk# ACH 7/31/19		0.00	40,668.83	-47,843.43
8/1/2019	Operating Expense Estimates (08/2019)	THEATER	3,086.51	0.00	-44,756.92
8/1/2019	Commercial Rent (08/2019)	THEATER	28,877.46	0.00	-15,879.46
8/1/2019	Real Estate Tax Estimates (08/2019)	THEATER	8,704.86	0.00	-7,174.60
8/12/2019	06/19-07/18 water		435.88	0.00	-6,738.72
8/30/2019	Chk# ACH 8/30/19		0.00	40,668.83	-47,407.55
9/1/2019	Operating Expense Estimates (09/2019)	THEATER	3,086.51	0.00	-44,321.04
9/1/2019	Commercial Rent (09/2019)	THEATER	28,877.46	0.00	-15,443.58
9/1/2019	Real Estate Tax Estimates (09/2019)	THEATER	8,704.86	0.00	-6,738.72
9/11/2019	07/19-08/20 water		542.81	0.00	-6,195.91
10/1/2019	Operating Expense Estimates (10/2019)	THEATER	3,086.51	0.00	-3,109.40
10/1/2019	Commercial Rent (10/2019)	THEATER	28,877.46	0.00	25,768.06
10/1/2019	Real Estate Tax Estimates (10/2019)	THEATER	8,704.86	0.00	34,472.92
10/1/2019	Chk# ACH 10/1/19		0.00	40,668.83	-6,195.91
10/9/2019	08/21-09/20 water		560.56	0.00	-5,635.35
10/31/2019	Chk# ACH 10/31/19		0.00	40,668.83	-46,304.18
11/1/2019	Operating Expense Estimates (11/2019)	THEATER	3,086.51	0.00	-43,217.67
11/1/2019	Commercial Rent (11/2019)	THEATER	28,877.46	0.00	-14,340.21
11/1/2019	Real Estate Tax Estimates (11/2019)	THEATER	8,704.86	0.00	-5,635.35
11/11/2019	09/21-10/22 water		76.58	0.00	-5,558.77
12/1/2019	Operating Expense Estimates (12/2019)	THEATER	3,086.51	0.00	-2,472.26
12/1/2019	Commercial Rent (12/2019)	THEATER	28,877.46	0.00	26,405.20
12/1/2019	Real Estate Tax Estimates (12/2019)	THEATER	8,704.86	0.00	35,110.06
12/2/2019	Chk# ACH 12/2/19		0.00	40,668.83	-5,558.77
12/11/2019	10/23-11/21 water		1,293.83	0.00	-4,264.94
12/31/2019	2019 CAM RECONCILIATION		1,804.91	0.00	-2,460.03
12/31/2019	2019 TAX RECONCILIATION :Write Off by Charge Ctrl# 156076		-15,736.35	0.00	-18,196.38
1/1/2020	Operating Expense Estimates (01/2020)	THEATER	3,086.51	0.00	-15,109.87
1/1/2020	Commercial Rent (01/2020)	THEATER	28,877.46	0.00	13,767.59
1/1/2020	Real Estate Tax Estimates (01/2020)	THEATER	7,633.84	0.00	21,401.43
1/2/2020	Chk# ACH 1/2/20		0.00	39,597.81	-18,196.38
1/9/2020	11/22-12/19 water		663.75	0.00	-17,532.63
2/1/2020	Operating Expense Estimates (02/2020)	THEATER	3,086.51	0.00	-14,446.12
2/1/2020	Commercial Rent (02/2020)	THEATER	28,877.46	0.00	14,431.34
2/1/2020	Real Estate Tax Estimates (02/2020)	THEATER	7,633.84	0.00	22,065.18
2/3/2020	Chk# ACH 2/3/20		0.00	39,597.81	-17,532.63
2/7/2020	12/20-01/21 water		750.66	0.00	-16,781.97
2/28/2020	Chk# ACH 2/28/20		0.00	39,597.81	-56,379.78
3/1/2020	Operating Expense Estimates (03/2020)	THEATER	3,086.51	0.00	-53,293.27
3/1/2020	Commercial Rent (03/2020)	THEATER	28,877.46	0.00	-24,415.81
3/1/2020	Real Estate Tax Estimates (03/2020)	THEATER	7,633.84	0.00	-16,781.97
3/9/2020	01/22-02/18 water		732.93	0.00	-16,049.04
4/1/2020	Operating Expense Estimates (04/2020)	THEATER	3,086.51	0.00	-12,962.53
4/1/2020	Commercial Rent (04/2020)	THEATER	28,877.46	0.00	15,914.93
4/1/2020	Real Estate Tax Estimates (04/2020)	THEATER	7,633.84	0.00	23,548.77
4/9/2020	02/19-03/19 water		33.48	0.00	23,582.25
5/1/2020	Operating Expense Estimates (05/2020)	THEATER	3,086.51	0.00	26,668.76
5/1/2020	Commercial Rent (05/2020)	THEATER	28,877.46	0.00	55,546.22
5/1/2020	Real Estate Tax Estimates (05/2020)	THEATER	7,633.84	0.00	63,180.06
5/8/2020	03/20-04/22 water		33.48	0.00	63,213.54

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Lease Ledger

Date: 09/08/2020

Property: 24800

Tenant: t0000818 Gold's Alabama, LLC

Move In Date: 04/23/2005 Move Out Date: 05/12/2020

Date	Description	Unit	Charge	Payment	Balance
6/1/2020	Operating Expense Estimates (06/2020)	THEATER	3,086.51	0.00	66,300.05
6/1/2020	Commercial Rent (06/2020)	THEATER	28,877.46	0.00	95,177.51
6/1/2020	Real Estate Tax Estimates (06/2020)	THEATER	7,633.84	0.00	102,811.35
7/1/2020	Operating Expense Estimates (07/2020)	THEATER	3,086.51	0.00	105,897.86
7/1/2020	Commercial Rent (07/2020)	THEATER	28,877.46	0.00	134,775.32
7/1/2020	Real Estate Tax Estimates (07/2020)	THEATER	7,633.84	0.00	142,409.16
8/1/2020	Operating Expense Estimates (08/2020)	THEATER	3,086.51	0.00	145,495.67
8/1/2020	Commercial Rent (08/2020)	THEATER	28,877.46	0.00	174,373.13
8/1/2020	Real Estate Tax Estimates (08/2020)	THEATER	7,633.84	0.00	182,006.97
9/1/2020	Operating Expense Estimates (09/2020)	THEATER	3,086.51	0.00	185,093.48
9/1/2020	Commercial Rent (09/2020)	THEATER	28,877.46	0.00	213,970.94
9/1/2020	Real Estate Tax Estimates (09/2020)	THEATER	7,633.84	0.00	221,604.78
10/1/2020	Operating Expense Estimates (10/2020)	THEATER	3,086.51	0.00	224,691.29
10/1/2020	Commercial Rent (10/2020)	THEATER	28,877.46	0.00	253,568.75
10/1/2020	Real Estate Tax Estimates (10/2020)	THEATER	7,633.84	0.00	261,202.59
11/1/2020	Operating Expense Estimates (11/2020)	THEATER	3,086.51	0.00	264,289.10
11/1/2020	Commercial Rent (11/2020)	THEATER	28,877.46	0.00	293,166.56
11/1/2020	Real Estate Tax Estimates (11/2020)	THEATER	7,633.84	0.00	300,800.40
12/1/2020	Operating Expense Estimates (12/2020)	THEATER	3,086.51	0.00	303,886.91
12/1/2020	Commercial Rent (12/2020)	THEATER	28,877.46	0.00	332,764.37
12/1/2020	Real Estate Tax Estimates (12/2020)	THEATER	7,633.84	0.00	340,398.21
1/1/2021	Operating Expense Estimates (01/2021)	THEATER	3,086.51	0.00	343,484.72
1/1/2021	Commercial Rent (01/2021)	THEATER	28,877.46	0.00	372,362.18
1/1/2021	Real Estate Tax Estimates (01/2021)	THEATER	7,633.84	0.00	379,996.02
2/1/2021	Operating Expense Estimates (02/2021)	THEATER	3,086.51	0.00	383,082.53
2/1/2021	Commercial Rent (02/2021)	THEATER	28,877.46	0.00	411,959.99
2/1/2021	Real Estate Tax Estimates (02/2021)	THEATER	7,633.84	0.00	419,593.83
3/1/2021	Operating Expense Estimates (03/2021)	THEATER	3,086.51	0.00	422,680.34
3/1/2021	Commercial Rent (03/2021)	THEATER	28,877.46	0.00	451,557.80
3/1/2021	Real Estate Tax Estimates (03/2021)	THEATER	7,633.84	0.00	459,191.64
4/1/2021	Operating Expense Estimates (04/2021)	THEATER	3,086.51	0.00	462,278.15
4/1/2021	Commercial Rent (04/2021)	THEATER	28,877.46	0.00	491,155.61
4/1/2021	Real Estate Tax Estimates (04/2021)	THEATER	7,633.84	0.00	498,789.45

Exhibit B

- the Lease;
- (iii) There shall be no change in the Permitted Use set forth in Section 1.01
 - (iv) Tenant shall not be released from liability under this Lease

The foregoing Transfers referred to in this Section 23.05 shall be known as a "Permitted Transfer". Tenant shall give Landlord written notice of a Permitted Transfer at least 30 days prior to the occurrence of a Permitted Transfer. Notwithstanding anything to the contrary contained herein, in the event that the Franchisor's net worth at the time of the assignment is greater than that of Tenant and Guarantor combined (as of the date of this Lease), Tenant and Guarantor shall be relieved of all liability under the terms of this Lease.

B. Notwithstanding anything to the contrary stated in this Article XXIII, in the event that Franchisor accepts an assignment of this Lease as part of a Permitted Transfer, as specified above, and as a result assumes all of the rights and obligations of Original Tenant under the lease, Franchisor shall have the right, at its option and without need for the prior written consent of Landlord, to sublease all of the Premises to any bona fide franchisee of Franchisor, provided that the following conditions are met:

- (i) Franchisor is not in default under the terms and conditions of the Lease at the time of the sublet;
- (ii) Said sublessee and any sublease entered into with such sublessee shall be subject to all the conditions, obligations and agreements contained in this Lease;
- (iii) There shall be no change in the Permitted Use set forth in Section 1.01;
- (iv) Neither Original Tenant (except as set forth above) nor Franchisor shall be released from liability under this Lease.

Any sublease of all of the Premises by Franchisor, as specified in this Section 23.05.B. shall be known as a "Permitted Transfer". Franchisor shall give Landlord written notice of such Permitted Transfer at least 30 days prior to the occurrence of such Permitted Transfer, and shall provide Landlord with a fully executed copy of the sublease Franchisor intends to use (the "Sublease"), which Sublease shall be subject and subordinate to all of the terms and conditions of the Lease. Notwithstanding anything to the contrary contained herein, in no event shall Landlord have any responsibility (i) for any of the terms and conditions of the Sublease, or (ii) to the Sublessee under the Sublease.

C. Franchisor's Rights. In the event of an Event of Default under this Lease by Tenant, Landlord agrees:

- (i) to give Franchisor the same notice and cure periods as it is required to give Tenant under this Lease;
- (ii) to allow Franchisor to make lease payments on behalf of Tenant so long as such payments are made within the same time frame required of Tenant under the Lease; and
- (iii) upon request by Franchisor, to provide Franchisor with Tenant's Rent payment history.

ARTICLE XXIV FINANCIAL INFORMATION OF TENANT

24.01. Financial Information. Tenant shall at any time and from time to time during the term of this Lease, but not more than once per year, within fifteen (15) days of written request by Landlord, deliver to Landlord such financial information concerning Tenant and Tenant's business operations (and the Guarantor of this Lease, if the Lease is guaranteed) as may be reasonably requested by any Mortgagee or prospective Mortgagee or purchaser.

ARTICLE XXV EVENTS OF DEFAULT

25.01. Events of Default. In addition to the other provisions of this Lease and not in limitation thereof, the occurrence of any of the following shall constitute an "Event of Default" hereunder:

- (a) Failure or refusal by Tenant to pay timely Minimum Rent, Percent due of Revenues during the First Lease Year, or any other sum within ten (10) days of the date the same is due hereunder; or
- (b) Failure or refusal by Tenant to comply with the obligations of Tenant set forth in Article V (entitled "Use of the Premises") and/or Article XXIII (entitled "Assignment and Subletting") of this Lease; or
- (c) Failure or refusal by Tenant to perform or observe timely any other covenant, duty or obligation of Tenant under this Lease; provided, however, notwithstanding the occurrence of such Event of Default, Landlord shall not be entitled to exercise any of the remedies provided for in this Lease or by law unless such Event of Default continues beyond the expiration of thirty (30) days following notice to Tenant of such Event of Default; or
- (d) Abandonment or vacating of the Premises or any significant portion thereof; or
- (e) The entry of a decree or order for relief by a court having jurisdiction over Tenant or any guarantor of Tenant's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter



constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or any guarantor of Tenant's obligations hereunder or for any substantial part of either of such parties' property, or ordering the winding-up or liquidation of either of such parties' affairs; or

- (f) The commencement by Tenant or any guarantor of Tenant's obligations hereunder of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by either of said parties to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any substantial part of the property of Tenant or any guarantor of Tenant's obligations hereunder, or to the taking possession of any such property by any such functionary or the making of any assignment for the benefit of creditors by either Tenant or any guarantor of Tenant's obligations hereunder, or the failure of Tenant or any guarantor of Tenant's obligations hereunder generally to pay its debts as such debts become due, or the taking of corporate action by any corporate Tenant or any corporate guarantor of Tenant's obligations hereunder in furtherance of any of the foregoing.

25.02. Remedies. In the event of the occurrence of any Event of Default Landlord may, in addition to all other rights and remedies given hereunder or at law or in equity, do any of the following:

A. Terminate this Lease and thereupon, this Lease and the term hereof granted, shall wholly cease and expire and become void; and, Tenant shall then immediately quit and surrender to Landlord the Premises.

B. With or without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other occupant from the Premises. Tenant shall remain liable for any loss in rent for the balance of the then current Term, together with any and all expenses or costs incurred by Landlord re-renting the Premises, including but not limited to, the payment of commissions, the making of alterations, costs of leasing same, and otherwise.

C. In the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, Landlord shall have the right of injunction to enjoin the same and the right to invoke any remedy allowed by law or in equity (or both) whether or not other remedies are herein provided.

Exercise by Landlord of any one or more remedies hereunder granted otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. To the extent of any inconsistency between this Lease and any statutory or common law, it is the agreement of the parties that this Lease shall prevail. No exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute its conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such re-entry are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestrator proceedings or other legal process. Tenant agrees that any re-entry by Landlord pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings shall not make Landlord liable in trespass or otherwise.

If Tenant should fail to make any payment or to cure any other default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to pay, and hereby agrees to pay, Landlord, upon demand, all costs, expenses and disbursements incurred by Landlord in taking such remedial action.

In the event of termination of this Lease or of Tenant's right to possession of the Premises or repossession of the Premises for an Event of Default, Landlord shall not have any obligation to relet or to attempt to relet the Premises, or any portion thereof, or to collect rental after reletting (if any); but Landlord shall have the option to relet or to attempt to relet and in the event of reletting Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose.

In the event of an Event of Default by Tenant, Tenant shall immediately pay Landlord the unamortized amount of all sums expended by Landlord, in connection with the preparation and/or improvement of the Premises to prepare it for Tenant's business (including, without limitation, any Tenant Allowance paid to Tenant as of the date of the Event of Default).

In the event of an Event of Default, then (except as otherwise provided in the succeeding paragraph) Tenant shall be liable for and shall pay to Landlord upon demand, the sum of all rent and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the present value (computed as of the date of any such termination using a discount factor equal to the then current yield of actively traded U.S. Treasury Bonds with 10-year maturities, as published in the Federal Reserve Statistical Release for the week in which Landlord issues a notice of acceleration) of the total rent plus all other payments or charges hereunder for the remainder of the Term had it not been terminated. For determining other charges, Landlord shall use such sums, if any, for the year of such termination as the basis for determining the amount which would have been due each year for the remaining portion of the term had it not been terminated.



In the event Landlord elects to terminate this Lease by reason of an Event of Default, in lieu of exercising the rights of Landlord under the preceding paragraph, or in the event Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, Landlord may instead hold Tenant liable for all rent and other indebtedness accrued to the date of such termination, plus such rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination of the term (or Tenant's right to possession of the Premises, as the case may be) measured from the date of such termination by Landlord until the date which would have been the date of expiration of the term (had Landlord not elected to terminate the Lease or Tenant's right to possession on account of such Event of Default) diminished by any net sums thereafter received by Landlord through reletting the Premises during such period (after deducting expenses incurred by Landlord as provided in the succeeding paragraph). Actions to collect amounts due by Tenant provided for in this paragraph may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period and in no event shall Tenant be entitled to any excess of rent (or rent plus other sums) obtained by reletting over and above the rent herein reserved.

In case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord in addition to any sum provided to be paid above broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises the costs of removing and storing Tenant's or other occupant's property, the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorneys' fees as provided below.

25.03. INTENTIONALLY DELETED

25.04. Landlord Default. In the event of any default by Landlord, Tenant shall provide Landlord written notice thereof and Landlord shall have thirty (30) days to cure such default, unless such default cannot reasonably be cured within thirty days, in which case Landlord shall have thirty days to commence to cure and a reasonable time to complete such cure so long as Landlord is diligently pursuing such cure. Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord. All obligations of Landlord hereunder will be construed as independent covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Shopping Center and not thereafter.

25.04. INTENTIONALLY DELETED

25.06. No Waiver. No reference to any specific right or remedy in this Lease shall preclude Landlord from exercising any other: right or from having any other remedy or from maintaining any action or proceeding to which it may otherwise be entitled at law or in equity (or both). Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future performance of such covenant, right or option, or the continuance of the failure of Tenant, but the same shall remain in full force and effect.

**ARTICLE XXVI
INTENTIONALLY DELETED**

**ARTICLE XXVII
NOTICES**

27.01. Notices. Any notice, demand, request, consent, approval, or other communication which either party hereto is required or desires to be given or made or communicated to the other shall be in writing and shall be given or made or communicated by United States Registered or Certified Mail, addressed, in the case of Landlord, to:

Colonial Realty Limited Partnership
c/o Colonial Properties Services Limited Partnership
2101 Sixth Avenue, North, Suite 750
Birmingham, Alabama 35203

and addressed, in the case of Tenant, to the Tenant's mailing address as shown in Section 1.01.K. and subject to the right of either party to designate a different address by notice similarly given. In the case of Franchisor, notices required to go to the Franchisor pursuant to this Lease shall be sent to:

Gold's Gym Franchising, Inc.
Senior VP Franchising
358 Hampton Drive
Venice, CA 90291

Any notice, demand, request, consent, approval, or other communication so sent shall be deemed to have been given, made or communicated, as the case may be, two (2) business days after the same was so addressed and deposited in the United States Mail as Registered or Certified Mail, with postage thereon fully prepaid. Colonial Properties Services Limited Partnership may, in the name of the Landlord, send any notice and may settle or compromise any claim of Tenant, either before or after suit; and same shall be binding on the Landlord. Any one or more other persons may be also so authorized by



Exhibit C

SINGER & LEVICK, P.C.
Attorneys and Counselors
16200 Addison Road, Suite 140
Addison, Texas 75001
Telephone (972) 380-5533
Facsimile (972) 380-5748

Tax ID 75-2446449

Page: 1
June 30, 2020
Client No: 570-01
Invoice No: 727680

Shannon Waltchack Management, LLC
1616 2nd Avenue South, Suite 100
Birmingham AL 35233

Attn: Andrew Patterson

Gold's Gym

Send invoice to invoice@shanwalt.com

Please return top portion with remittance
include invoice number on check

Legal Fees

		Hours	
05/18/2020	MES Initial call with client; Conference with US Trustee's office regarding Committee membership.	0.40	150.00
	SFC Conference with M. Shriro regarding new matter; Preparation of engagement letter and attention to forwarding same to M. Shriro for review and approval (n/chg); Attention to opening new matter.	0.50	87.50
06/01/2020	SFC Receipt of Motion to Authorize Bid Procedures, Sale Hearing, Assumption and Assignment of Contracts and Leases (Dkt.230), Request for Expedited Setting regarding Bid Procedures Motion (Dkt.231) and Notice of Hearing (6-8-20 Hrg) (Dkt.235), and attention to downloading and review of same; Attention to docketing scheduled hearing.	0.20	35.00
06/02/2020	SFC Receipt of Amended Notice of Jun 8, 2020 Hearing (Dkt.236) and attention to downloading and review of same; Attention to docketing rescheduled hearing.	0.10	17.50
06/03/2020	MES Review Plan and Disclosure Statement; Send detailed electronic correspondence to client regarding same.	1.00	375.00
	SFC Preparation of Notice of Appearance; Attention to forwarding same to M. Shriro for approval, and receipt of same; Receipt of Witness and Exhibit List (Debtors) for June 8, 2020 Hearing (Dkt.243), and attention to downloading same; Attention to filing Notice of Appearance (Dkt.244) and serving same.	0.40	70.00
06/11/2020	SFC Receipt of Order Granting Motion to Authorize Bid		

Shannon Waltchack Management, LLC

Gold's Gym

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June 30, 2020
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Invoice No: 727680

			Hours	
		Procedures, Sale Hearing, Assumption and Assignment of Contracts and Leases (Dkt.273), Notice of Bid Procedures for Sale of Assets, Auction and Sale Hearing (Dkt.274) and Notice of Sale Hearing (Dkt.275), and attention to downloading and review of same; Attention to docketing deadlines and scheduled hearings.	0.20	35.00
06/13/2020	SFC	Receipt of Notice of Proposed Form of Sale Order (Dkt.283) and attention to downloading same.	0.10	17.50
06/19/2020	SFC	Receipt of Response and Reservation of Rights (Committee) to Motion to Approve Disclosure Statement (Dkt.303), and attention to downloading and review of same.	0.10	17.50
06/22/2020	SFC	Receipt of Monthly Operating Report (May 2020) (Dkt.305) and Notice of Cure Costs Associated With Leases and Contracts (Dkt.306), and attention to downloading same; Review of Notice to determine if location listed.	0.20	35.00
06/25/2020	SFC	Receipt of Order Granting Second Omnibus Motion to Reject Certain Leases Nunc Pro Tunc to Petition Date (Dkt.310), and attention to downloading and review of same.	0.10	17.50
06/26/2020	SFC	Receipt of First Amended Plan (Dkt.313), (Proposed) First Amended Disclosure Statement (Dkt.314), Notice of Redlines regarding First Amended Plan and Disclosure Statement (Dkt.315), Witness and Exhibit List (JPMorgan Chase) (6-29-20 Hrg) (Dkt.316), Limited Master Service List (Dkt.317), Notice of Filing of Debtors' Exhibits for June 29, 2020 Hrg (Dkt.319) and Notice of Agenda (6-29-20 Hrg) (Dkt.320), and attention to downloading and review of same.	0.30	52.50
06/28/2020	MES	Review redlines of Plan and Disclosure Statement.	0.80	300.00
06/29/2020	MES	Participate in hearing on Disclosure Statement; Prepare and send electronic correspondence to client regarding case status.	1.20	450.00
06/30/2020	SFC	Receipt of Order Granting Motion to Sell, Reject Certain Leases, etc. (Dkt.324) and Order Authorizing Publication Notice of Bar Date, Confirmation Hearing and Deadlines (Dkt.325), and attention to downloading and review of same.	0.10	17.50
		For Current Services Rendered	5.70	1,677.50

Expenses

06/30/2020	Documents obtained from various courts. PACER Service Center	124.60
	Total Expenses	124.60

~~Total Current Work 1,802.10~~

Shannon Waltchack Management, LLC

Page: 3
June 30, 2020
Client No: 570-01
Invoice No: 727680

Gold's Gym

Balance Due

\$1,802.10

*Payments received after 06/30/2020
are not included on this invoice.*

SINGER & LEVICK, P.C.
Attorneys and Counselors
16200 Addison Road, Suite 140
Addison, Texas 75001
Telephone (972) 380-5533
Facsimile (972) 380-5748

Tax ID 75-2446449

Shannon Waltchack Management, LLC
1616 2nd Avenue South, Suite 100
Birmingham AL 35233

Page: 1
July 31, 2020
Client No: 570-01
Invoice No: 728245

Attn: Andrew Patterson

Gold's Gym

Send invoice to invoice@shanwalt.com

Please return top portion with remittance
include invoice number on check

Legal Fees

Hours

07/07/2020	SFC	Receipt of numerous Objections, Limited Objections and/or Reservation of Rights to Bid Procedures Motion, Potential Assumption, Proposed Sale and Notice of Cure Costs filed by Cigna (Dkt.344), EC Foundation Quail (Dkt.345), Brazoria Smith Lease (Dkt.346), Realty Income and SITE Centers (Dkt.347), Google LLC (Dkt.348), CFJ Holdings (Dkt.349), Street Retail, et al. - Landlords (Dkt.350), Argyropoulos Trust (Dkt.351), Committee (Dkt.352), Wal-Austin (Dkt.353), AVG Entities (Dkt.354), General Media Holdings (Dkt.355), Pace Communications (Dkt.356) and Salesforce (Dkt.357), and attention to downloading all.	0.50	87.50
07/09/2020	SFC	Receipt of Objection (Hester's Crossing) to Notice of Cure Costs (Dkt.359) and Objection (SS Brassfield - Landlord) to Designated Cure Amounts (Dkt.360), and attention to downloading same.	0.10	17.50
07/15/2020	MES	Correspond with Debtor's counsel regarding 100 cent plan; Send client status update; Review docket for scheduling.	0.50	187.50
	SFC	Receipt of Notice of Auction Results and Proposed Sale of Assets to Successful Bidder RSG Group (Dkt.374), Motion to Continue Sale and Confirmation Hearings (Dkt.375) and Request for Expedited Setting (re Motion to Continue) (Dkt.376), and attention to downloading same; Attention to docketing scheduled hearings.	0.20	35.00
07/16/2020	SFC	Receipt of Notice of Expedited Hearing (7-20-20) (Dkt.377) and attention to downloading same; Attention to docketing		

Shannon Waltchack Management, LLC

Gold's Gym

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July 31, 2020
Client No: 570-01
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		Hours	
	expedited hearing.	0.10	17.50
07/17/2020 TH	Conference with M. Shriro regarding Bridge DIP Hearing.	0.10	37.50
07/20/2020 WRD	Attend hearing on Motion to Continue Sale Hearing.	0.70	227.50
MES	Draft electronic correspondence to client about hearing results.	0.20	75.00
SFC	Receipt of Motion to Obtain Additional Bridge DIP Financing and Amend Final DIP Order (Dkt.383) and Monthly Operating Report (June 2020) (Dkt.385), and attention to downloading same; Attention to docketing deadline regarding DIP Motion.	0.20	35.00
07/21/2020 MES	Review financing motion; Review court docket about sale hearing.	0.30	112.50
07/22/2020 SFC	Receipt of Notice of Hearing (7-29-20 Hrg) (Dkt.398) and attention to downloading same; Attention to docketing scheduled hearing.	0.10	17.50
07/23/2020 SFC	Receipt of Notice of Continued Confirmation Hearing and Extended Voting and Objection Deadlines (Dkt.400) and Limited Objection (5001 Convict Hill Ptnship) to Assumption and Assignment of Lease (Dkt.401), and attention to downloading and review of same; Attention to docketing rescheduled hearing and other deadlines.	0.20	35.00
07/24/2020 TH	Attend telephonic conference on Debtor's Motion for Bridge DIP Financing.	0.30	112.50
MES	Review notes from hearing.	0.20	75.00
SFC	Receipt of Amended Objection (Wal-Austin) to Notice of Cure Amounts (Dkt.397), Notice of Filing Limited Service List (Dkt.402), Bridge Order Authorizing Bridge DIP Financing and Use of Cash Collateral (Dkt.403), Objection and Reservation of Rights (Centurylink Communications) to Proposed Cure Amount (Dkt.405) and Witness and Exhibit Lists for July 29, 2020 Hearing filed by the Committee (Dkt.406) and Debtors (Dkt.407), and attention to downloading same.	0.30	52.50
07/27/2020 MES	Correspond with client regarding claim purchase.	0.20	75.00
07/28/2020 SFC	Receipt of Notice of Redline Comparison for Proposed Sale Order (Dkt.418), Declaration of Paul Early in Support of Bid Procedures, etc. and Sale of Assets (Dkt.419), Declaration of Sebastian Schoepe in Support of Sale of Assets (Dkt.420), Notice of Agenda (7-29-20 Hrg) (Dkt.421), Supplemental Exhibit List (Debtors) (7-29-20 Hrg) (Dkt.422) and Order Authorizing Refund of Amounts to Convention Vendors (Dkt.426), and attention to downloading all; Review		

Shannon Waltchack Management, LLC

Gold's Gym

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Client No: 570-01
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		Hours	
	of Notice of Agenda to ensure all documents ready for hearing.	0.30	52.50
07/29/2020 TH	Attend telephonic hearing on Sale Motion.	1.20	450.00
	For Current Services Rendered	5.70	1,702.50
	Total Current Work		1,702.50
	Previous Balance Due		\$1,802.10
	Balance Due		<u>\$3,504.60</u>

***Payments received after 07/31/2020
are not included on this invoice.***

SINGER & LEVICK, P.C.
Attorneys and Counselors
16200 Addison Road, Suite 140
Addison, Texas 75001
Telephone (972) 380-5533
Facsimile (972) 380-5748

Tax ID 75-2446449

Page: 1
September 09, 2020
Client No: 570-01
Invoice No: 728270

Shannon Waltchack Management, LLC
1616 2nd Avenue South, Suite 100
Birmingham AL 35233

Attn: Andrew Patterson

Gold's Gym

Draft statement

Send invoice to invoice@shanwalt.com

Please return top portion with remittance
include invoice number on check

Legal Fees

		Hours	
08/05/2020	SFC Receipt of Notice of Hearing (8-12-20) (Dkt.447) and attention to downloading same; Attention to docketing scheduled hearing.	0.10	17.50
08/07/2020	SFC Receipt of Second Amended Plan (Dkt.457), Notice of Filing Plan Supplement (Dkt.458) and Notice of Red-Line Comparison for Second Amended Plan (Dkt.459), and attention to downloading same.	0.10	17.50
08/11/2020	SFC Receipt of Notice of Hearing (re Second Amended Plan) (Dkt.466) and Amended Notice of Hearing (re Second Amended Plan) (Dkt.467), and attention to downloading same; Attention to docketing scheduled hearing.	0.20	35.00
	MES Review Amended Plan and Plan treatment.	0.50	187.50
08/12/2020	SFC Preparation of redaction of Unsecured Creditors Treatment from the Second Amended Plan; Attention to forwarding same to M. Shriro.	0.10	17.50
	MES Working on claim calculation and electronic correspondence to client about Plan treatment and calculating claim.	0.40	150.00
08/13/2020	MES Review electronic correspondence from client regarding claim amount.	0.20	75.00
08/14/2020	MES Correspond with Debtors' counsel regarding obtaining ballot and voting on Plan.	0.20	75.00
08/17/2020	MES Working on calculating claim amount and balloting issues.	0.40	150.00

Shannon Waltchack Management, LLC

Gold's Gym

Page: 2
September 09, 2020
Client No: 570-01
Invoice No: 728270

			Hours	
08/19/2020	MES	Voting on plan; Correspond with Balloting agent regarding same.	0.20	75.00
08/21/2020	MES	Review and respond to A. Paterson regarding ballot and claim.	0.20	75.00
08/23/2020	MES	Review and respond to electronic correspondence from client on traders; Review docket and electronic correspondence to client regarding additional damages which may be included in claim.	0.30	112.50
08/24/2020	WRD	Attend Lift Stay hearing for arbitration and confirmation of Second Amended Plan.	1.40	455.00
	MES	Correspond with client regarding selling claim.	0.20	75.00
08/25/2020	MES	Review docket for information on claims traders and electronic correspondence to client regarding same.	0.30	112.50
08/28/2020	MES	Correspond with client regarding claim.	0.20	75.00
09/03/2020	SFC	Review of Lease to determine default provisions; Preparation of redaction of same; Preparation of correspondence to M. Shriro forwarding same.	0.20	35.00
09/04/2020	MES	Review lease provision regarding damages and attorneys fees which can be included in claim; Electronic correspondence to client regarding same.	0.50	187.50
09/07/2020	SFC	Review of client documents; Preparation of Background on Claim; Review of Ledger to determine pre-petition amounts; Attention to marking exhibit to Claim; Preparation of Proof of Claim form; Preparation of correspondence to M. Shriro forwarding same for review and approval.	1.00	175.00
	MES	Review draft of claim.	0.20	75.00
09/08/2020	SFC	Receipt of correspondence from A. Patterson regarding proposed revisions to Ledger, and attention to responding to same; Receipt of revised Ledger; Attention to downloading and marking revised Ledger to attach to Claim; Receipt of correspondence from A. Patterson forwarding signed Claim; Receipt of correspondence from A. Patterson advising of repair damages too small to include in Claim, but requesting that attorneys' fees be added; Conference with M. Shriro regarding same.	0.60	105.00
	MES	Correspond with client regarding claim and timing of distribution; Correspond with creditors' committee regarding timing of distribution; Electronic correspondence to client regarding same.	0.30	112.50

Shannon Waltchack Management, LLC

Gold's Gym

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September 09, 2020
Client No: 570-01
Invoice No: 728270

	Hours
For Current Services Rendered	7.80 2,395.00
Total Current Work	2,395.00
Previous Balance Due	\$3,504.60
<u>Payments</u>	
08/21/2020 Payment - thank you. Check No. 34035.	-1,802.10
Balance Due	<u>\$4,097.50</u>

*Payments received after 09/09/2020
are not included on this invoice.*

Northern District of Texas Claims Register

20-31321-hdh11 Gold's Alabama, LLC

Judge: Harlin DeWayne Hale

Chapter: 11

Office: Dallas

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (18977697)

Claim No: 1

Status:

Colonnade Retail Partners, LLC

Original Filed

Filed by: CR

1616 Second Avenue South Suite
100

Date: 09/09/2020

Entered by: Michelle E. Shriro

Birmingham AL 35233

Original Entered

Modified:

Date: 09/09/2020

Amount claimed: \$504689.05

History:

Details 1-1 09/09/2020 Claim #1 filed by Colonnade Retail Partners, LLC, Amount claimed: \$504689.05
(Shriro, Michelle)

Description: (1-1) Lease Agreement / Rejection of Lease

Remarks:

Claims Register Summary

Case Name: Gold's Alabama, LLC

Case Number: 20-31321-hdh11

Chapter: 11

Date Filed: 05/04/2020

Total Number Of Claims: 1

Total Amount Claimed*	\$504689.05
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		