

**Fill in this information to identify the case:**

Debtor 1 Gold`s Oklahoma, LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

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

Case number 20-31330-hdh11

E-Filed on 09/30/2020  
Claim # 401

# 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?** Fitness International, LLC  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

<p>3. <b>Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p>
	<p><u>Brendan M. Gage</u> Name</p> <p><u>71 S. Wacker Drive, 45th Floor</u> Number Street</p> <p><u>Chicago IL 60606</u> City State ZIP Code</p> <p>Contact phone <u>(312) 499-6091</u></p> <p>Contact email <u>brendangage@paulhastings.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----</p>	<p><u>Diann Alexander</u> Name</p> <p><u>3161 Michelson Drive, Suite 600</u> Number Street</p> <p><u>Irvine CA 92612</u> City State ZIP Code</p> <p>Contact phone <u>(949) 255-7395</u></p> <p>Contact email <u>diann.alexander@fitnessintl.com</u></p>

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) 312 Filed on 09/05/2020  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 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? \$ 1,316,536.14. 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.  
Real Estate Sublease

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. \$ 110,623.30

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:

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)(2) that applies.

**Amount entitled to priority**

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 59,366.72

\* 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 09/30/2020  
MM / DD / YYYY

/s/ Brendan M. Gage

Signature

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

Name Brendan M. Gage  
First name Middle name Last name

Title Associate

Company Paul Hastings LLP  
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 - FI - Amended GGI POC Package [9.30.20] .PDF

Description -

Fill in this information to identify the case:

Debtor 1 Gold's Oklahoma LLC
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court for the: Northern District of Texas
Case number 20-31330

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? Fitness International, LLC
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor

2. Has this claim been acquired from someone else? [X] No [ ] Yes. From whom?

3. Where should notices and payments to the creditor be sent?
Where should notices to the creditor be sent?
Where should payments to the creditor be sent? (if different)
Chris L. Dickerson, Esq.
Brendan M. Gage, Esq.
Name
71 S. Wacker Drive, 45th Floor
Number Street
Chicago IL 60606
City State ZIP Code
Contact phone (312) 499-6045 (312) 499-6091
Contact email chrisdickerson@paulhastings.com brendangage@paulhastings.com
Attn: Diann Alexander
Fitness International, LLC
Name
3161 Michelson Drive, Suite 600
Number Street
Irvine CA 92612
City State ZIP Code
Contact phone (949) 255-7395
Contact email diann.alexander@fitnessintl.com
Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed? [ ] No [X] Yes. Claim number on court claims registry (if known) 312 Filed on 9/5/2020 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? [X] No [ ] 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? At least \$1,316,536.14 - see attached schedule. 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.  
  
Real Estate Sublease - see attached schedule

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. \$ 110,623.30

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:

Amount entitled to priority

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).

\$ \_\_\_\_\_

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)(2) that applies.

\$ 59,366.72\*\*

\* 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.

\*\* This amount is entitled to administrative priority pursuant to 11 U.S.C. §§ 503(b) and 365(d)(3).

**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

9 29 2020  
MM / DD / YYYY

Signature

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

Name Diann Alexander  
First name Middle name Last name

Title Director of Lease Administration

Company Fitness International, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3161 Michelson Drive, Suite 600  
Number Street

Irvine CA 92612  
City State ZIP Code

Contact phone (949) 255-7395 Email diann.alexander@fitnessintl.com

**SCHEDULE TO PROOF OF CLAIM OF FITNESS INTERNATIONAL, LLC**

Fitness International, LLC, a California limited liability company ("Fitness") submits this Schedule to the proof of claim (together with this Schedule, and the Supporting Documentation (as defined below), the "Claim") in the above-captioned jointly administered bankruptcy cases of Gold's Oklahoma LLC, a Delaware limited liability company ("Gold's") and certain of its affiliates (together with Gold's, the "Debtors" and the bankruptcy cases, collectively, the "Gold's Bankruptcy"). Fitness is the holder of a Claim against Gold's and its estate, as described herein.

THIS SCHEDULE AND SUPPORTING DOCUMENTATION CONSTITUTES PART OF THE CLAIM AND IS INCORPORATED THEREIN BY REFERENCE.

**SUPPORTING DOCUMENTATION**

The documents supporting the Claim (the "Supporting Documentation") include, without limitation, the following:

- (a) that certain Retail Lease, dated January 31, 2013, by and between VEREIT Real Estate, L.P., a Delaware limited partnership (as successor-by-merger to Cole LA Edmond OK, LLC and successor-in-interest to Red Land LAF LLC) as landlord ("Landlord") and Fitness as tenant (the "Lease");
- (b) that certain Sublease, dated November 20, 2015, by and between Fitness as sublandlord and 24 Hour Fitness USA, Inc., a California corporation ("24 Hour") as subtenant (as assigned, amended, restated, supplemented, or otherwise modified from time to time, the "Sublease");
- (c) that certain Lease Assignment Agreement, dated June 15, 2016, by and between 24 Hour as assignor of the Sublease and Genesis Health Clubs of the Midwest LLC, a Kansas limited liability company ("Genesis"), as assignee of the Sublease (the "Genesis Sublease Assignment");
- (d) that certain Assignment and Assumption of Lease, dated June 15, 2016, by and between Genesis as assignor of the Sublease and Gold's as assignee of the Sublease (the "Gold's Sublease Assignment");
- (e) that certain *Debtors' Second 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*, dated May 30, 2020 [Docket No. 219] (the "Rejection Motion");



- (f) that certain Rejection of Lease and Surrender of the Leased Property Notice, dated May 31, 2020, from Gold's to Fitness (the "Surrender Notice");
- (g) that certain order, dated June 25, 2020, granting the Rejection Motion [Docket No. 310] (the "Rejection Order"); and
- (h) that certain invoice listing the pre and post-Petition rent and other charges that are owed and that will be owed (the "Invoice").

## **BASIS OF CLAIM**

On January 31, 2013, Fitness leased a certain premises at 2121 W. Danforth Road, Edmond, Oklahoma (the "Premises") from Landlord pursuant to the Lease. The term of the Lease ends on August 31, 2029 (the "Lease Term"). Lease § 1.4, Sublease § 1.2. On November 20, 2015, Fitness (as sublandlord) subleased the entire Premises to 24 Hour (as subtenant) for the remaining Lease Term pursuant to the Sublease. On June 15, 2016, 24 Hour assigned the Sublease to Genesis (who became the subtenant of the Premises) pursuant to the Genesis Sublease Assignment. Subsequently, on June 15, 2016, Genesis assigned the Sublease to Gold's (who became the subtenant of the Premises) pursuant to the Gold's Sublease Assignment. Fitness remains the sublandlord of the Premises and is in privity of contract with Gold's by virtue of the Genesis Sublease Assignment and the Gold's Sublease Assignment.

On May 4, 2020 (the "Petition Date"), the Debtors filed voluntary petitions for chapter 11 bankruptcy relief in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"). On May 30, 2020, Gold's filed the Rejection Motion with the Court, and, on May 31, 2020 (the "Rejection Date"), Gold's sent Fitness the Surrender Notice indicating that it was surrendering the Premises. On June 25, 2020, the Bankruptcy Court granted the Rejection Motion and entered the Rejection Order. The Rejection Order provides that the rejection of the Sublease is effective the later of May 30, 2020 or the date of the Surrender Notice. *See* Rejection Order ¶ 2.

Under the Sublease, the subtenant and all assignees thereof are obligated to pay all rent, taxes, common area expenses, maintenance expenses, utility charges, trash removal expenses, fees, and other tenant charges required under the Lease. *See* Sublease §§ 5.1, 5.2, 5.3, 5.4, 7.1, 8.3, and 10. Gold's failed to comply with the obligations under the Sublease, including, without limitation, sections 5.1, 5.2, 5.3, 5.4, 7.1, 8.3, and 10 of the Sublease on a pre and post-petition basis before the Rejection Date. Accordingly, the Claim consists of (i) an unsecured claim for obligations outstanding under the Sublease as of the Petition Date pursuant to section 502(b)(6)(B) of the Bankruptcy Code (the "Pre-Petition Claim"); (ii) an administrative priority expense claim, pursuant to sections 365(d)(3), 503(b)(1), and 507(a)(2) of the Bankruptcy Code, for obligations owing under the Sublease for the period between the Petition Date and the Rejection Date (the "Administrative Priority Expense Claim"); and (iii) an unsecured claim for future obligations remaining under the Sublease as of the Petition Date pursuant to section 502(b)(6)(A) of the Bankruptcy Code (the "Rejection Claim").

Pursuant the Sublease, including, without limitation, section 5.4 of the Sublease, the Claim asserted herein against Gold's includes an amount not less than \$1,316,536.14 *plus* (a) all out of

pocket fees, costs, and expenses (including legal fees) incurred by Fitness in connection with the payment of the obligations, and (b) amounts yet to be determined for additional penalties, liabilities, losses, damages, and claims owing in connection with the obligations.

<u>Claim Information</u>	<u>Base Rent</u>	<u>Interest &amp; Charges</u>	<u>Totals</u>
Pre-Petition Claim Amount (§ 502(b)(6)(B))	\$66,697.02	\$43,926.28 <sup>1</sup>	\$110,623.30
Administrative Priority Expense Claim (§§503(b)(1), 365(d)(3), 507(a)(2))	\$57,044.40	\$2,322.32	\$59,366.72
Rejection Claim Amount (§ 502(b)(6)(A))	\$1,090,472.62 <sup>2</sup>	\$115,440.22	\$1,205,912.84
<b>Total Claim Amount</b>	\$1,157,169.64	\$159,366.5	\$1,316,536.14

A breakdown of the pre and post-Petition Date rent and other charges is reflected on the Invoice attached hereto.

To the extent that any portion of the Claim is determined not to qualify as an administrative expense under the Bankruptcy Code, such portion is, and is filed as, an unsecured claim.

## **RESERVATION OF RIGHTS**

In filing this Claim, Fitness does not waive any right to any security held by it or any right to claim specific assets or any right of setoff, recoupment, counterclaim, or similar right that Fitness has or may have against any of the Debtors, their affiliates, or any other person or persons, including, without limitation, rights against guarantors, officers, or directors, and expressly reserves such rights.

Fitness expressly reserves all rights and causes of action, including, without limitation, contingent or unliquidated rights that it may have against any of the Debtors or their affiliates. This Claim is filed without prejudice to the rights of Fitness to file proofs of claim or additional requests for payment with respect to any other indebtedness, liability, or obligation of any of the Debtors.

Fitness reserves all rights to amend, modify, or supplement this Claim at any time and in any respect, including, without limitation: (i) to change the basis or the amount of the Claim; (ii) to further describe the Claim or provide further evidence relating to the Claim; (iii) to fix and liquidate any accruing or unliquidated amounts; (iv) to amend the Claim to the extent necessary to preserve and assert any other rights belonging to Fitness; (v) to assert additional claims—including by filing additional proofs of claim, if appropriate—that are not ascertainable at this time; and (vi) to assert any and all other claims of whatever kind or nature that Fitness may have against any of the Debtors that come to its attention or arise after the filing of this Claim. The

<sup>1</sup> Interest calculated at 10.00% per annum through May 4, 2020 based on a 365 day year.

<sup>2</sup> Calculated based on 111 months, 28 days remaining on the Lease Term.

filing of this Claim shall not be deemed a waiver of any claim in law or in equity that Fitness may have against any of the Debtors, their affiliates, or any other persons or entities.

The filing of this Claim is not and shall not be construed as an election of remedies or limitation of rights or remedies. Fitness does not waive or release: (i) any rights and remedies available to Fitness against any other person or entity who may be liable for all or part of the Claim set forth herein; (ii) any obligation owed to Fitness; (iii) any right to any security that may be determined to be held by or granted to Fitness; or (iv) any past, present, or future defaults or events of default by any of the Debtors, any of their affiliates, or any other persons or entities.

Fitness reserves all procedural and substantive defenses and rights with respect to any claim that may be asserted against Fitness by any of the Debtors, their successors or assigns, or any trustee for the estates of any of the Debtors.

This Claim is filed under the compulsion of the Bankruptcy Court's order, dated June 30, 2020 [Docket No. 325] (the "Bar Date Notice Order") and to protect Fitness from any forfeiture of claims by reason of the Bar Date Notice Order.

The filing of this Claim is not and shall not be deemed or construed as: (i) an admission by Fitness that any property held or claimed by any of the Debtors or any other party in interest in these cases is property of any of the Debtors' estates; (ii) consent by Fitness to the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection, or any other proceeding commenced in these cases or otherwise involving Fitness; (iii) a waiver or release of the right of Fitness to trial by jury in the Bankruptcy Court or any court in any proceeding as to any and all matters so triable therein, whether or not the same be designated legal, private, or public rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (iv) a consent by Fitness to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable therein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver of the right of Fitness to have final orders in non-core matters or proceedings entered only after the *de novo* review of a United States District Court Judge; or (vi) a waiver of any right to (a) withdraw the reference or otherwise challenge the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection, or any other proceeding commenced in these cases or otherwise involving Fitness or (b) assert that the reference has already been withdrawn with respect to the subject matter of this Claim, any objection, or any other proceeding commenced with respect thereto or any other proceeding commenced in these cases or otherwise involving Fitness.

## **AVAILABILITY OF DOCUMENTATION**

Because they are either publicly available on the Bankruptcy Court's docket, in the Debtors' possession already, or are confidential, certain Supporting Documentation has not been attached to this Claim. Such documents are incorporated herein by reference and are readily available to the Debtors. Fitness will furnish the Debtors and their counsel with copies of any pertinent documentation upon request and other parties entitled to receive such documents upon request and subject to an appropriate confidentiality agreement. The descriptions in the Claim of

the relevant and applicable documents are qualified in their entirety by reference to the applicable provisions of such documents.

## **NOTICES**

All communications in connection with the Claim should be sent to Fitness with a copy to counsel for Fitness at the addresses set forth below:

Fitness International, LLC  
3161 Michelson Drive, Suite 600  
Irvine, CA 92612  
Attn: Diann D. Alexander  
Director of Lease Administration  
Vice President, Senior Real Estate Counsel  
E-mail: diann.alexander@fitnessintl.com

With a copy to:

Paul Hastings LLP  
71 S. Wacker Drive, 45th Floor  
Chicago, IL 60606  
Attn: Chris L. Dickerson & Brendan M. Gage  
E-mail: chrisdickerson@paulhastings.com and brendangage@paulhastings.com

**Sublease Location: Edmond, OK #38002**

**Sublease Expiration: 8/31/29**

**Rejection Date: 5/4/20 (111 Months, 28 days remaining on Sublease)**

**Prepetition Claim (§ 502(b)(6)(B)) - Amounts Outstanding as of 5/4/20**

April CAM & Insurance	\$	2,571.00
April Base Rent	\$	60,585.21
May 1-3 - CAM & Insurance	\$	248.68
May 1-3 - Rent	\$	6,111.81
Prepetition Real Estate Tax	\$	31,049.94
Total Prepetition CAM & Insurance	\$	2,819.68
Interest (10%)	\$	10,056.66
Total Other Charges (CAM & Insurance & Real Estate Taxes & Interest)	\$	43,926.28
Total Prepetition Rent	\$	66,697.02
<b>Total Prepetition Claim</b>	\$	<b>110,623.30</b>

**Administrative Priority Claim (§§ 503(b)(1), 365(d)(3), 507(a)(2)) - Period of 5/4/20 through 5/31/20**

May 4 - 31 Rent	\$	57,044.40
May 4 - 31 CAM & Insurance	\$	2,322.32
<b>Total Administrative Claim</b>	\$	<b>59,366.72</b>

**Rejection Claim (§ 502(b)(6)(A)) - Calculated From 5/4/20**

Total Duration (months)		111.00
15% amount (months)		16.65
Rent Owing through December 2020	\$	453,497.75
Rent Owing from January 2021 - Mid October 2021	\$	636,974.87
Additional Maintenance Charges	\$	32,189.01
Real Estate Taxes	\$	83,251.21
Total Other Charges (Additional Maintenance Charges & Real Estate Taxes)	\$	115,440.22
Total Rent	\$	1,090,472.62
1 year amount	\$	875,726.42
3 year amount	\$	2,579,914.38
15% amount	\$	1,205,912.84
<b>Total Rejection Claim</b>	\$	<b>1,205,912.84</b>
<b>Total Claim</b>	\$	<b>1,316,536.14</b>