

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: F21 OPCO, LLC, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 25-10469 (MFW) (Jointly Administered)
---	---

**MOTION OF WESTFIELD, LLC AND CERTAIN AFFILIATES FOR ALLOWANCE
AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS PURSUANT TO
11 U.S.C. §§ 365(d)(3), 503(b), AND 507(a),
AND IN ACCORDANCE WITH THE CONFIRMATION ORDER**

Westfield, LLC, together with a number of its affiliates as the owner and managers of shopping centers as set forth on Schedule A annexed hereto (collectively, the “Westfield Landlords”), by its undersigned counsel, files this motion (this “Motion”) for allowance and payment of administrative expense claims pursuant to 11 U.S.C. §§ 365(d)(3), 503(b) and 507(a) and in accordance with the Confirmation Order (as hereinafter defined).

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this “Court”) has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A).
2. Venue of this proceeding is proper under 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief sought in this Motion are sections 365, 503, and 507 of the Bankruptcy Code.

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412). The Debtors’ address for purposes of service in these Chapter 11 Cases is 110 East 9th Street, Suite A500, Los Angeles, CA 90079.



BACKGROUND

4. On March 16, 2025 (the “Petition Date”), the above-captioned debtors (the “Debtors”) filed voluntary petitions for relief in this Court under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

5. On June 24, 2025, the Court confirmed the *Debtors’ Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”) which is annexed to the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 493] (the “Confirmation Order”).

6. Pursuant to the Plan and Confirmation Order, any claims for allowance and payment of administrative expenses must be filed by July 30, 2025 (within thirty (30) days of the effective date of the Plan as noted in the *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [D.I. 514]).

7. The Westfield Landlords are the owners and/or managing agents of the shopping centers as set forth on **Schedule A** where the Debtors leased retail space (the “Leased Premises”) pursuant to now rejected nonresidential real property leases for retail stores (the “Leases”).²

8. The Leased Premises are located in “shopping centers” as that term is used in 11 U.S.C. § 365(b)(3). *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

9. Pursuant to two orders of this Court [D.I. nos. 287 and 289], the Leases, among others, were rejected under 11 U.S.C. §365(a) as of April 30, 2025.

10. Pursuant to that certain Multi-Center Lease Amendment dated January 28, 2025 (the “Multi-Center Amendment”), a copy of which is annexed hereto as **Exhibit 3**, the Leases

² As noted on **Schedule A**, the Westfield Landlords consist of the shopping center ownership entities of Sherman Oaks Fashion Associates LP (“Fashion Square”), Montgomery Mall Owner, LLC (“Montgomery”), Southcenter Owner, LLC (“Southcenter”) and V F Mall, LLC (“Valley Fair”).

provided for, in the case of the Fashion Square Lease, the payment of monthly percentage rent based on the gross sales from the prior month (“Monthly Percent Rent”), or for the Montgomery, Southcenter, and Valley Fair Leases, the greater of a fixed monthly gross rent (“Fixed Rent”) or Monthly Percent Rent. The Multi-Center Amendment provides that Monthly Percent Rent is payable monthly in arrears but prior amendments to the Leases consistently provide that Monthly Percent Rent was to be payable by the 15th day of the immediately following month and monthly gross sales reports (“Sales Reports”) were to be submitted to the Landlord at the same time.³

11. Prior to the rejection of the Leases, the Debtors paid only the Fixed Rent and failed to submit Sales Reports and pay any corresponding Monthly Percent Rent.

12. On May 12, 2025, the Debtors submitted the relevant Sales Reports to the Westfield Landlords. The Sales Reports and analysis are attached hereto as **Exhibit 2**.

13. As set forth in detail on **Exhibit 1** annexed hereto, certain rent (or use and occupancy charges) became due and payable to the Westfield Landlords during (or are attributable to) the period between March 16, 2025 (the Petition Date) and April 30, 2025 (the Lease Rejection Date), in the aggregate amount of \$131,063.62 (the “Administrative Rent Claims”). The Administrative Rent Claims are net of the receipt and application of all Fixed Rent payments (and the one Monthly Percent Rent payment) received by the Westfield Landlords.

14. The Monthly Percent Rent payable on account of the Sales Reports submitted after the Rejection Date are the basis of the Administrative Rent Claims sought by way of this Motion.

³ The referenced prior Lease amendments provide, with respect to the reporting and payment of percentage rent, as follows (or substantively as follows): “Such Percentage Rental shall be payable on a monthly basis in arrears withing fifteen (15) days after the expiration of each calendar month ... following the calendar month in which Tenant’s Gross Sales exceed the Breakpoint, accompanied by Tenant’s statement of Gross Sales as required by the Lease.” For each of the Leases, the Breakpoint has been reduced to zero in the Multi-Center Amendment.

LAW AND ARGUMENT:

15. As described within, under the terms of the Leases and in connection with the use and occupancy of the Leased Premises, the Debtors were required to pay the Westfield Landlords, as applicable, Monthly Percent Rent and, in some cases, Fixed Rent. The Westfield Landlords confirm that all payments of Fixed Rent were properly made. However, only one payment of Monthly Percent Rent was made by the Debtors (on account of the Fashion Square Lease).

April Percent Rent:

16. The Monthly Percent Rent attributable to the month of March 2025 was first due and payable on April 15, 2025 (or monthly in arrears). As set forth on **Exhibit 1**, the total amount of this portion of the Administrative Claims is \$117,322.87 (the “**April Percent Rent**”).

17. Bankruptcy Code § 365(d)(3) provides:

The trustee shall timely perform all the obligations of the debtor, except those specified in section 365(b)(2), arising from and after the order for relief under any unexpired lease of nonresidential real property, until such lease is assumed or rejected, notwithstanding section 503(b)(1) or this title. The court may extend, for cause, the time for performance of any such obligation that arises within 60 days after the date of the order for relief, but the time for performance shall not be extended beyond such 60-day period. This subsection shall not be deemed to affect the trustee’s obligations under the provisions of subsection (b) or (1) of this section. Acceptance of any such performance does not constitute waiver or relinquishment of the lessor’s rights under such lease or under this title.

11 U.S.C. § 365(d)(3).

18. Pursuant to 11 U.S.C. § 365(d)(3), the Debtors are obligated to pay the April Percent Rent immediately. *See In re Montgomery Ward Holding Corp.*, 268 F.3d 205, 209 (3d Cir. 2001) (holding that Congress, in adopting section 365(d)(3), intended a debtor to perform all leasehold obligations as they came due). The Debtors have an affirmative obligation to stay current with their post-petition obligations under the Leases. *See In re Circuit City Stores, Inc.*, 447 B.R. 475, 506 (Bankr. E.D. Va. 2009) (Debtors in possession “must timely perform the

obligations that arise from and after the order for relief under their leases pursuant to § 365(d)(3), until any such lease is assumed or rejected.”).

19. Accordingly, the April Percent Rent should be allowed as an administrative expense claim and immediately paid by the Debtors pursuant to section 365(d)(3) of the Bankruptcy Code. *See Circuit City Stores*, 447 B.R. at 511 (“If a debtor fails to perform its obligations under § 365(d)(3), all a Lessor has is an administrative expense claim under § 365(d)(3) . . .”); *In re Burival*, 406 B.R. 548, 555 (B.A.P. 8th Cir. 2009), *aff’d*, 613 F.3d 810 (8th Cir. 2010) (“We agree with the majority of courts which conclude that Section 365(d)(3) provides administrative expense status to post-petition, pre-rejection claims under leases of non-residential real property.”).

May Percent Rent:

20. The Monthly Percent Rent for April 2025 was first due and payable on May 15, 2025 (or monthly in arrears) or May 20, 2025 – which was two to three weeks following the Rejection Date. As set forth on **Exhibit 1**, the total amount of this portion of the Administrative Claim is \$13,740.75 (the “May Percent Rent”).

21. The May Percent Rent should be allowed as part of the Administrative Claims as part of the fair value of the use and occupancy of the Leased Premises.

22. 11 U.S.C. § 503(b)(1)(A) has been interpreted to require that “the debt must arise from a transaction with ... the debtor-in possession [and] the consideration supporting the claimant’s right to payment [must be] beneficial to the debtor-in-possession in the operation of the business.” See *In re O’Brien Environmental Energy, Inc.*, 181 F.2d 527, 532-33 (3d Cir. 1999) (quoting *Cramer v. Mammoth Mart, Inc.*, (*In re Mammoth Mart, Inc.*), 536 F.2d 950, 954 (1st Cir. 1976)).

There is no question, of course, that the payment of rent for the use and occupancy of real estate ordinarily counts as an ‘actual, necessary’ cost to which a landlord, as a creditor, is entitled.... rent is clearly an ‘actual, necessary’ cost of preserving the estate however, the landlord’s right to collect monetary relief is somewhat curtailed: a debtor is generally required to pay only a reasonable value for the use and occupancy of the landlord’s property, which may or may not equal the amount agreed upon in the terms of the lease.

Zagata Fabricators v. Superior Air Products (In re: Zagata), 893 F.2d 624, 627 (3d Cir. 1990).

23. Although *Zagata Fabricators* does not set forth a method for determining the “reasonable value” of the Estate’s use and occupancy of the Premises, decisions interpreting *Zagata Fabricators* suggest that the so-called “objective” approach, the majority view, should be used rather than the so-called “subjective” approach, the minority view. The objective approach measures the value to the estate by the reasonable value of the leased property without regard to the actual use made by the debtor, *In re P.A. Potts & Co., Inc.*, 137 B.R. 13, 17 (E.D.Pa. 1992) (using the “objective” approach), citing, *In re Mohawk Industries, Inc.*, 54 B.R. 409 (Bankr.D.Mass. 1985) (allowing use and occupancy claim in amount equal to former lease rate through date all materials were removed from the premises), while the subjective approach values the leased property based upon the actual use of the property made by the debtor. *In re P.A. Potts & Co.*, 137 B.R. at 17.

24. In applying the “objective” approach, “the rental value fixed in the lease will control, unless there is convincing evidence that such rental rate is unreasonable.” *In re P.A. Potts & Co.*, 137 B.R. at 18; *In re Cornwall Paper Mills Co.*, 169 B.R. 844, 851 (Bankr.D.N.J. 1994) (same); *In re Mohawk Indus. Inc.*, 54 B.R. 409, 412 (Bankr.D.Mass. 1985) (same); see also *Thompson v. IFG Leasing Co., (In re Thompson)*, 788 F.2d 560, 563 (9th Cir. 1986) (fair market value of lease controls).

25. Here, the May Percent Rent, which accrued and is attributable to April, 2025 (after the Petition Date and prior to the Rejection Date), which remains unpaid constitute actual and

necessary costs of doing business and preserving the Debtors' estate. *Zagata Fabricators*, 893 F.2d at 627 (“[R]ent is clearly an ‘actual, necessary’ cost of preserving the estate, since the debtor’s survival depends on its ability to pay the landlord for the right to possess the space necessary to conduct its business.”). The Debtors derived a benefit from the Westfield Leases during the month of April 2025, accordingly, the May Percent Rent should be afforded administrative expense priority status under 11 U.S.C. §§ 503(b)(1) and 507.

CONCLUSION

WHEREFORE, the Westfield Landlords request that this Court enter an Order

1. granting the relief requested herein;
2. allowing the April Percent Rent as an administrative claim, pursuant to 11 U.S.C. §§ 503(b) and 507(a), in the amount of \$117,322.87;
3. Allowing the May Percent Rent as an administrative claim, pursuant to 11 U.S.C. §§ 365(d), 503(b) and 507(a), in the amount of \$13,740.75; and
4. Granting the Westfield Landlords such other and further relief as this Court deems just and appropriate.

Dated: July 30, 2025
Wilmington, Delaware

Respectfully submitted,

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

Susan E. Kaufman (DSB# 3381)
919 N. Market Street, Suite 460
Wilmington, DE 19801
Tel: (302) 472-7420
Fax: (302) 792-7420
Email: skaufman@skaufmanlaw.com

-and-

BARCLAY DAMON LLP

Niclas A. Ferland
555 Long Wharf Drive, Thirteenth Floor
New Haven, CT 06511
Telephone: (203) 672-2667
Email: nferland@barclaydamon.com

*Counsel for Westfield, LLC and its affiliates on Schedule
A*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

F21 OPCO, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10469 (MFW)
(Jointly Administered)

Objection Deadline: Aug. 28, 2025 at 4:00 p.m.
Hearing Date: Sept. 4, 2025 at 10:30 a.m.

**NOTICE OF MOTION OF WESTFIELD, LLC AND CERTAIN AFFILIATES FOR
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS
PURSUANT TO 11 U.S.C. §§ 365(d)(3), 503(b), AND 507(a),
AND IN ACCORDANCE WITH THE CONFIRMATION ORDER**

Please Take Notice That **Westfield, LLC and Certain Affiliates** Filed The Attached **Motion Of For Allowance And Payment Of Administrative Expense Claims Pursuant To 11 U.S.C. §§ 365(D)(3), 503(B), And 507(A), And In Accordance With The Confirmation Order .**

If you disagree with the relief requested, you are required to file a response to the Application on or before **August 28, 2025 at 4:00 p.m.**

At the same time, you must also serve a copy of the response upon the undersigned attorneys:

Susan E. Kaufman, Esquire
Law Office of Susan E. Kaufman, LLC
919 N. Market Street, Suite 460
Wilmington, DE 19801
Telephone: (302) 472-7420
Email: skaufman@skaufmanlaw.com

HEARING ON THE APPLICATION WILL BE HELD ON **SEPTEMBER 4, 2025 AT 10:30 A.M.** before the Honorable Mary F. Walrath, in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5th Floor, Courtroom No. 4, Wilmington, Delaware 19801.

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412). The Debtors' address for purposes of service in these Chapter 11 Cases is 110 East 9th Street, Suite A500, Los Angeles, CA 90079.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: July 30, 2025

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

Susan E. Kaufman, (DSB# 3381)
919 North Market Street, Suite 460
Wilmington, DE 19801
(302) 472-7420
(302) 792-7420 Fax
skaufman@skaufmanlaw.com

Counsel for Westfield, LLC and certain of its affiliates

SCHEDULE A

<u>CENTER</u>	<u>LOCATION</u>	<u>LANDLORD</u>
Fashion Square	Sherman Oaks, CA	Sherman Oaks Fashion Associates LP
Montgomery	Bethesda, MD	Montgomery Mall Owner LLC
Southcenter	Seattle, WA	Southcenter Owner LLC
Valley Fair	San Jose, CA	V F Mall LLC

EXHIBIT 1**Westfield, LLC Affiliates Administrative Rent Claim Summary**

Center	March Gross Sales	April Percent Rent Net of Receipts	Less Adjustments to April		April Gross Sales	May Percent Rent Net of Receipts	Administrative Rent Total
			Percent Rent	Total April Percent Rent			
Fashion Square	\$ 567,908.30	\$ 20,528.93	\$ (10,554.41)	\$ 9,974.52	\$ 248,673.80	\$ 12,433.69	22,408.21
Montgomery	\$ 515,181.64	\$ 27,238.47		\$ 27,238.47	\$ 299,086.57	\$ 1,307.06	28,545.53
Southcenter	\$ 618,065.73	\$ 40,834.56	\$ (683.57)	\$ 40,150.99	\$ 161,495.94	\$ -	40,150.99
Valley Fair	\$ 610,768.53	\$ 39,958.89		\$ 39,958.89	\$ 252,632.30	\$ -	39,958.89
Total		\$ 128,560.84	\$ (11,237.98)	\$ 117,322.87		\$ 13,740.75	131,063.62

Receipts reflected in the above Net Claim Amounts:

Center	March	April	May	Total	Receipt Date(s)
Fashion Square			7,866.49	7,866.49	5/20/2025
Montgomery	34,583.33		16,762.90	51,313.89	3/31/2025 & 5/12/2025
Southcenter	33,333.33		16,258.06	49,858.06	3/31/2025 & 5/12/2025
Valley Fair	33,333.33		16,129.03	49,462.36	3/31/2025 & 5/12/2025

Service/ Tax		Gross	Open		
Invoice Date	Date	Amount	Amount	G/L Offset	Remark
04/01/2025	12/31/2024	1,879.29	1,879.29	RWT	2024 Y/E WTR RECON
05/20/2025	05/20/2025	-7,866.49	-7,866.49	PPR	F21 OPCO LLC
06/01/2025	03/31/2025	40,751.20	28,395.41	LMR	Overage Calc (Bkpt, Sales-Over
Post-Petition		34,764.00	22,408.21		

F21**Montgomery****Lease # 48016****Tenant Ledger**

Invoice Date	Service/ Tax Date	Gross Amount	Open Amount	G/L Offset	Remark
06/01/2025	03/31/2025	61,821.80	27,238.47	LMR	Overage Calc (Bkpt, Sales-Over
06/01/2025	04/30/2025	35,890.39	1,307.06	LMR	Overage Calc (Bkpt, Sales-Over
Post-Petition		97,712.19	28,545.53		

F21

Southcenter

Lease #35624

Tenant Ledger

Service/ Tax		Gross			
Invoice Date	Date	Amount	Open Amount	G/L Offset	Remark
05/28/2025	04/30/2025	-2,222.22	-665.8	MRN	MR->12% sls or Guaranteed Rent
05/28/2025	04/30/2025	-14.44	-14.44	WTR	Water
05/28/2025	04/30/2025	-3.33	-3.33	FDS	Fire Detection System
06/01/2025	03/31/2025	74,167.89	40,834.56	LMR	Overage Calc (Bkpt, Sales-Over
Post-Petition		71,927.90	40,150.99		

F21**Valley Fair****Lease # 39200****Tenant Ledger**

Invoice Date	Service/ Tax Date	Gross Amount	Open Amount	G/L Offset	Remark
06/01/2025	03/31/2025	73,292.22	39,958.89	LMR	Overage Calc (Bkpt, Sales-Over
Post Petition		73,292.22	39,958.89		

EXHIBIT 2

From: salesreporting=sparcgroup.com@lucernex.com <salesreporting=sparcgroup.com@lucernex.com>
on behalf of salesreporting@sparcgroup.com <salesreporting@sparcgroup.com>
Sent: Monday, May 12, 2025 10:22 AM
To: URW Sales <sales@us.westfield.com>; URW Certified Sales <URWCertifiedSales@urw.com>
Subject: [LxRetail] Gross Sales Information

Cet email provient d'un expéditeur externe au Groupe.

Soyez vigilant, il peut contenir un lien ou une pièce-jointe malveillante. En cas de doute, n'hésitez pas à le signaler.

[Signaler ce message comme suspect](#)

May 12, 2025

Forever 21

F21 Store 238
Sherman Oaks, CA 91423

Store# Z 01838 - F21 Sherman Oaks Fashion Square

14006 Riverside Drive, Space #244, 244, Sherman Oaks, CA 91423 US

In accordance with the terms of the lease, the following is a true and accurate statement of sales for the above listed location. These sales figures are confidential and proprietary. Any unauthorized use or disclosure of this information is strictly prohibited.

Sales Calculation Summary For The Period 02/01/2025 To 04/30/2025

Month	Year	Gross Sales	Additions	Exclusions	Total Net Sales
February	2025	\$249,257.22		\$2,141.48	\$247,115.74
March	2025	\$570,049.78		\$2,141.48	\$567,908.30
April	2025	\$255,696.15		\$7,022.35	\$248,673.80
Total		\$1,075,003.15		\$11,305.31	\$1,063,697.84



Ilir Dika
Sr. Director Real Estate Accounting

Lease					Y	C	B	P	YE	Lease	Lease	Begin	End	Lease	Gross	Annualized							
Lease	Version	Description			O	M	F	T	MO	Begin	End	Mo/Yr	Mo/Yr	Breakpoint	Sales	Sales	Message						
54530	2	Forever 21				2	M		1	12/10/2010	04/30/2025	02/2025	03/2025		815,024.04								
Building	Code	Unit	DBA	Prod Code	Ty Cd	Text					Amount One		Amount Two		%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark	
No Effective Product Scales Records																							
Net Invoice Amount															.00								

Lease	Lease Version	Description				Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message				
54530	2	Forever 21				C	2	M		1	12/10/2010	04/30/2025	02/2025	03/2025		815,024.04						
Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text				Amount One		Amount Two		%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark	
12229	LMR	0244	880939	GRS		Sales (Period, YTD)				567,908.30		815,024.04										
12229	LMR	0244	880939	GRS		Overage Calc (Bkpt, Sales-Overage)						815,024.04		5.00		40,751.20						
12229	LMR	0244	880939	GRS		Prior Gross Billing										12,355.79-						
Subtotal															28,395.41							
Current Gross Billing															40,751.20							
Prior Gross Billing															12,355.79-							
Total Gross Billing															28,395.41							
Net Invoice Amount															28,395.41							

Lease	Lease Version	Description	Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message
-------	---------------	-------------	-----	-----	-----	-----	-------	-------------	-----------	-------------	-----------	------------------	-------------	------------------	---------

54530	2	Forever 21		2	M		1	12/10/2010	04/30/2025	02/2025	02/2025		247,115.74		
-------	---	------------	--	---	---	--	---	------------	------------	---------	---------	--	------------	--	--

Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text	Amount One	Amount Two	%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
----------	-----------	------	-----	-----------	-------	------	------------	------------	---	------------------------	-------------------	------	-----	--------------------	-----------------------	--------

No Effective Product Scales Records

Net Invoice Amount	.00
--------------------	-----

Lease	Lease Version	Description	Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message
-------	---------------	-------------	-----	-----	-----	-----	-------	-------------	-----------	-------------	-----------	------------------	-------------	------------------	---------

54530	2	Forever 21		C	2	M		1	12/10/2010	04/30/2025	02/2025	02/2025	247,115.74		
-------	---	------------	--	---	---	---	--	---	------------	------------	---------	---------	------------	--	--

Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text	Amount One	Amount Two	%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
----------	-----------	------	-----	-----------	-------	------	------------	------------	---	------------------------	-------------------	------	-----	--------------------	-----------------------	--------

12229	LMR	0244	880939	GRS	Sales (Period, YTD)		247,115.74	247,115.74								
12229	LMR	0244	880939	GRS	Overage Calc (Bkpt, Sales-Overage)			247,115.74	5.00			12,355.79				
12229	LMR	0244	880939	GRS	Prior Gross Billing											
					Subtotal							12,355.79				
					Current Gross Billing							12,355.79				
					Prior Gross Billing							.00				
					Total Gross Billing							12,355.79				
					Net Invoice Amount							12,355.79				

From: salesreporting=sparcgroup.com@lucernex.com <salesreporting=sparcgroup.com@lucernex.com>
on behalf of salesreporting@sparcgroup.com <salesreporting@sparcgroup.com>
Sent: Monday, May 12, 2025 10:21 AM
To: URW Sales <sales@urw.com>; URW Certified Sales <URWCertifiedSales@urw.com>
Subject: [LxRetail] Gross Sales Information

Cet email provient d'un expéditeur externe au Groupe.

Soyez vigilant, il peut contenir un lien ou une pièce-jointe malveillante. En cas de doute, n'hésitez pas à le signaler.

[Signaler ce message comme suspect](#)

May 12, 2025

Forever 21

F21 Store 61
Bethesda, MD 20817

Store# Z 01661 - F21 Montgomery Mall (MD)
7101 Democracy Blvd, Space 1252, 1252,
Bethesda, MD 20817 US

In accordance with the terms of the lease, the following is a true and accurate statement of sales for the above listed location. These sales figures are confidential and proprietary. Any unauthorized use or disclosure of this information is strictly prohibited.

Sales Calculation Summary For The Period 02/01/2025 To 04/30/2025

Month	Year	Gross Sales	Additions	Exclusions	Total Net Sales
February	2025	\$247,571.57		\$1,796.01	\$245,775.56
March	2025	\$515,181.64			\$515,181.64
April	2025	\$299,086.57			\$299,086.57
Total		\$1,061,839.78		\$1,796.01	\$1,060,043.77



Ilir Dika
Sr. Director Real Estate Accounting

Lease	Lease Version	Description	Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message
-------	---------------	-------------	-----	-----	-----	-----	-------	-------------	-----------	-------------	-----------	------------------	-------------	------------------	---------

48016	3	Forever 21			2	M		1	03/29/2012	04/30/2025	02/2025	04/2025		1,060,043.77	
-------	---	------------	--	--	---	---	--	---	------------	------------	---------	---------	--	--------------	--

Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text	Amount One	Amount Two	%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
----------	-----------	------	-----	-----------	-------	------	------------	------------	---	------------------------	-------------------	------	-----	--------------------	-----------------------	--------

No Effective Product Scales Records

Net Invoice Amount	.00
--------------------	-----

Lease	Lease Version	Description	Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message
-------	---------------	-------------	-----	-----	-----	-----	-------	-------------	-----------	-------------	-----------	------------------	-------------	------------------	---------

48016	3	Forever 21			E	1	M		1	03/29/2012	04/30/2025	04/2025		299,086.57	3,589,038.84
-------	---	------------	--	--	---	---	---	--	---	------------	------------	---------	--	------------	--------------

Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text	Amount One	Amount Two	%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
----------	-----------	------	-----	-----------	-------	------	------------	------------	---	------------------------	-------------------	------	-----	--------------------	-----------------------	--------

12255	LMR	1252	880939	GRS		Sales (Period, Annualize)		299,086.57			3,589,038.84					
12255	LMR	1252	880939	GRS		Overage Calc (Bkpt, Sales-Overage)					3,589,038.84	12.00	35,890.39	430,684.66		
12255	LMR	1252	880939	GRS		Prior Gross Billing										
12255	LMR	1252			MN	Min Rent Adj (Gross Rent, Prior Adj		34,583.33					34,583.33-			
						Subtotal							1,307.06			
						Current Gross Billing							35,890.39			
						Prior Gross Billing							.00			
						Sum of Bill Code Level Adjustments							34,583.33-			
						Total Gross Billing							1,307.06			
						Net Invoice Amount							1,307.06			

Lease	Lease						Y	C	B	P	YE	Lease	Lease	Begin	End	Lease	Gross	Annualized					
Lease	Version	Description					O	M	F	T	MO	Begin	End	Mo/Yr	Mo/Yr	Breakpoint	Sales	Sales	Message				
48016	3	Forever 21						2	M		1	03/29/2012	04/30/2025	02/2025	03/2025		760,957.20						
Building	Bill	Unit	DBA	Prod	Ty						Amount One		Amount Two		%	Billing/Accrual	Annualized	TH	A	Carry Forward	Carry Forward	Remark	
Code	Code			Code	Cd	Text										Amount	Amount	%	M	Used	Created		
No Effective Product Scales Records																							
Net Invoice Amount																.00							

Lease	Lease	Description				Y	C	B	P	YE	Lease	Lease	Begin	End	Lease	Gross	Annualized	Message				
Lease	Version					O	M	F	T	MO	Begin	End	Mo/Yr	Mo/Yr	Breakpoint	Sales	Sales					
48016	3	Forever 21				E	1	M		1	03/29/2012	04/30/2025	03/2025	03/2025		515,181.64	6,182,179.68					
Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text					Amount One		Amount Two		%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
12255	LMR	1252	880939	GRS		Sales (Period, Annualize)					515,181.64		6,182,179.68									
12255	LMR	1252	880939	GRS		Overage Calc (Bkpt, Sales-Overage)							6,182,179.68		12.00	61,821.80	741,861.56					
12255	LMR	1252	880939	GRS		Prior Gross Billing																
12255	LMR	1252			MN	Min Rent Adj (Gross Rent, Prior Adj					34,583.33					34,583.33-						
						Subtotal										27,238.47						
						Current Gross Billing										61,821.80						
						Prior Gross Billing										.00						
						Sum of Bill Code Level Adjustments										34,583.33-						
						Total Gross Billing										27,238.47						
						Net Invoice Amount										27,238.47						

From: salesreporting=sparcgroup.com@lucernex.com <salesreporting=sparcgroup.com@lucernex.com>
on behalf of salesreporting@sparcgroup.com <salesreporting@sparcgroup.com>
Sent: Monday, May 12, 2025 10:22 AM
To: URW Sales <sales@us.westfield.com>; URW Certified Sales <URWCertifiedSales@urw.com>
Subject: [LxRetail] Gross Sales Information

Cet email provient d'un expéditeur externe au Groupe.

Soyez vigilant, il peut contenir un lien ou une pièce-jointe malveillante. En cas de doute, n'hésitez pas à le signaler.

[Signaler ce message comme suspect](#)

May 12, 2025

Forever 21

F21 Store 751
Tukwila, WA 98188

Store# Z 01851 - F21 Southcenter Mall
836 Southcenter Mall, 0, Tukwila, WA 98188 US

In accordance with the terms of the lease, the following is a true and accurate statement of sales for the above listed location. These sales figures are confidential and proprietary. Any unauthorized use or disclosure of this information is strictly prohibited.

Sales Calculation Summary For The Period 03/01/2025 To 04/30/2025

Month	Year	Gross Sales	Additions	Exclusions	Total Net Sales
March	2025	\$620,528.03		\$2,462.30	\$618,065.73
April	2025	\$169,110.33		\$7,614.39	\$161,495.94
Total		\$789,638.36		\$10,076.69	\$779,561.67



Ilir Dika
Sr. Director Real Estate Accounting

SPARC Group, LLC | 125 Chubb Avenue | Lyndhurst, NJ 07071

Lease	Lease Version	Description	Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message
-------	---------------	-------------	-----	-----	-----	-----	-------	-------------	-----------	-------------	-----------	------------------	-------------	------------------	---------

35624	1	Forever 21	F	3	M	2	1	07/25/2008	04/28/2025	02/2025	03/2025		954,176.39		
-------	---	------------	---	---	---	---	---	------------	------------	---------	---------	--	------------	--	--

Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text	Amount One	Amount Two	%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
----------	-----------	------	-----	-----------	-------	------	------------	------------	---	------------------------	-------------------	------	-----	--------------------	-----------------------	--------

No Effective Product Scales Records

Net Invoice Amount	.00
--------------------	-----

Lease	Lease Version	Description	Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message
-------	---------------	-------------	-----	-----	-----	-----	-------	-------------	-----------	-------------	-----------	------------------	-------------	------------------	---------

35624	1	Forever 21	G	1	M		1	07/25/2008	04/28/2025	03/2025	03/2025		618,065.73	7,416,788.76	
-------	---	------------	---	---	---	--	---	------------	------------	---------	---------	--	------------	--------------	--

Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text	Amount One	Amount Two	%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
----------	-----------	------	-----	-----------	-------	------	------------	------------	---	------------------------	-------------------	------	-----	--------------------	-----------------------	--------

12286	LMR	1145	880939	GRS		Sales (Period, Annualize)		618,065.73		7,416,788.76						
12286	LMR	1145	880939	GRS		Overage Calc (Bkpt, Sales-Overage)				7,416,788.76	12.00	74,167.89	890,014.65			
12286	LMR	1145	880939	GRS		Prior Gross Billing										
12286	LMR	1145		MN		Min Rent Adj (Gross Rent, Prior Adj		33,333.33					33,333.33-			
						Subtotal							40,834.56			
						Current Gross Billing							74,167.89			
						Prior Gross Billing							.00			
						Sum of Bill Code Level Adjustments							33,333.33-			
						Total Gross Billing							40,834.56			
						Net Invoice Amount							40,834.56			

From: salesreporting=sparcgroup.com@lucernex.com <salesreporting=sparcgroup.com@lucernex.com>
on behalf of salesreporting@sparcgroup.com <salesreporting@sparcgroup.com>
Sent: Monday, May 12, 2025 10:21 AM
To: URW Sales <sales@us.westfield.com>; URW Certified Sales <URWCertifiedSales@urw.com>
Subject: [LxRetail] Gross Sales Information

Cet email provient d'un expéditeur externe au Groupe.

Soyez vigilant, il peut contenir un lien ou une pièce-jointe malveillante. En cas de doute, n'hésitez pas à le signaler.

[Signaler ce message comme suspect](#)

May 12, 2025

Forever 21

F21 Store 766
Santa Clara, CA 95050

Store# 01866 - F21 Valley Fair

2855 Stevens Creek Blvd, Unit #2522, 2522, Santa
Clara, CA 95050 US

In accordance with the terms of the lease, the following is a true and accurate statement of sales for the above listed location. These sales figures are confidential and proprietary. Any unauthorized use or disclosure of this information is strictly prohibited.

Sales Calculation Summary For The Period 02/01/2025 To 04/30/2025

Month	Year	Gross Sales	Additions	Exclusions	Total Net Sales
February	2025	\$306,218.24		\$2,182.06	\$304,036.18
March	2025	\$612,950.59		\$2,182.06	\$610,768.53
April	2025	\$260,099.90		\$7,467.60	\$252,632.30
Total		\$1,179,268.73		\$11,831.72	\$1,167,437.01



Ilir Dika
Sr. Director Real Estate Accounting

SPARC Group, LLC | 125 Chubb Avenue | Lyndhurst, NJ 07071

Lease	Lease Version	Description	Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message
-------	---------------	-------------	-----	-----	-----	-----	-------	-------------	-----------	-------------	-----------	------------------	-------------	------------------	---------

39200	2	XXI Forever		2	M		1	06/11/2012	04/30/2025	02/2025	03/2025		914,804.71		
-------	---	-------------	--	---	---	--	---	------------	------------	---------	---------	--	------------	--	--

Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text	Amount One	Amount Two	%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
----------	-----------	------	-----	-----------	-------	------	------------	------------	---	------------------------	-------------------	------	-----	--------------------	-----------------------	--------

No Effective Product Scales Records

Net Invoice Amount	.00
--------------------	-----

Lease	Lease Version	Description				Y O	C M	B F	P T	YE MO	Lease Begin	Lease End	Begin Mo/Yr	End Mo/Yr	Lease Breakpoint	Gross Sales	Annualized Sales	Message				
39200	2	XXI Forever				D	1	M		1	06/11/2012	04/30/2025	03/2025	03/2025		610,768.53	7,329,222.36					
Building	Bill Code	Unit	DBA	Prod Code	Ty Cd	Text				Amount One			Amount Two		%	Billing/Accrual Amount	Annualized Amount	TH %	A M	Carry Forward Used	Carry Forward Created	Remark
12297	LMR	B522	880939	GRS		Sales (Period, Annualize)				610,768.53			7,329,222.36									
12297	LMR	B522	880939	GRS		Overage Calc (Bkpt, Sales-Overage)							7,329,222.36		12.00	73,292.22	879,506.68					
12297	LMR	B522	880939	GRS		Prior Gross Billing																
12297	LMR	B522			MN	Min Rent Adj (Gross Rent, Prior Adj				33,333.33						33,333.33-						
Subtotal																39,958.89						
Current Gross Billing																73,292.22						
Prior Gross Billing																.00						
Sum of Bill Code Level Adjustments																33,333.33-						
Total Gross Billing																39,958.89						
Net Invoice Amount																39,958.89						

EXHIBIT 3

MULTI-CENTER LEASE AMENDMENT

THIS MULTI-CENTER LEASE AMENDMENT is made and entered into as of this 28th day of January, 2025, (hereinafter referred to as "Amendment"), by and between the Landlords listed on Exhibit A attached hereto and made a part of this Amendment (collectively, "Landlord"), and **F21 OPCO LLC**, a Delaware limited liability company (the "Tenant"). Landlord and Tenant are collectively referred to as the "Parties" and individually as a "Party". All capitalized terms not otherwise defined herein shall have the meanings given such terms in the relevant Lease.

WHEREAS, Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) are the current Parties to those certain Leases set forth on Exhibit A (each, a "Lease" and, collectively, the "Leases") pursuant to which Landlord is currently leasing to Tenant certain premises set forth on Exhibit A (individually and collectively, the "Premises"), in the shopping centers and/or developments listed on Exhibit A, which are owned by Landlord (each, a "Shopping Center");

WHEREAS, that certain (a) Lease Amendment No. 5 dated January 22, 2024, provides for an expiration date of January 31, 2025, for the Forever 21 at Westfield Culver City, (b) Lease Amendment No. 4 dated January 22, 2024, provides for an expiration date of January 31, 2025 for the Forever 21 at Westfield Fashion Square, (c) Lease dated November 26, 2014, provides for an expiration date of April 30, 2025 for the Forever 21 at Westfield Garden State Plaza, (d) Lease Amendment No. 4 dated January 22, 2024, provides for an expiration date of January 31, 2025 for the Forever 21 at Westfield Montgomery, (e) Lease dated March 28, 2018, provides for an expiration date of January 31, 2024 for the Forever 21 at Westfield Plaza Bonita (f) Lease Amendment No. 4 dated February 21, 2024, provides for an expiration date of February 28, 2025 for the Forever 21 at Westfield Southcenter, (g) Lease Amendment No. 3 dated February 6, 2020, provides for an expiration date of January 31, 2023 for the Forever 21 at Westfield Valley Fair (as each are identified on Exhibit A), and Landlord and Tenant desire to extend the Term of such Leases pursuant to the terms and conditions contained herein;

WHEREAS, Landlord and Tenant acknowledge agree that the expiration date of the Valley Fair Lease Term was January 31, 2023 ("VLF Expiration Date") and Tenant has remained continuously in occupancy of the Premises since the VLF Expiration Date on a month-to-month basis at the existing Rental rates with the consent of Landlord and not subject to any holdover penalties, if any, in the Lease;

WHEREAS, Landlord and Tenant acknowledge agree that the expiration date of the Plaza Bonita Lease Term was January 31, 2024 ("PB Expiration Date") and Tenant has remained continuously in occupancy of the Premises since the PB Expiration Date on a month-to-month basis at the existing Rental rates with the consent of Landlord and not subject to any holdover penalties, if any, in the Lease;

WHEREAS, Landlord and Tenant acknowledge and agree that Lease Amendment No. 4 of the Montgomery Lease was incorrectly numbered and taking into consideration the Omnibus Assumption and Assignment Agreement dated July 23, 2020, it is in fact Amendment No. 5.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

A. Amendment. The parties hereto agree that the Lease shall be amended as follows:

1. Section 1.02 “Term”: The Term of the Leases are hereby amended to terminate and expire on the revised expiration date for each Lease set forth on Exhibit A (the “New Expiration Date”). The period from the “Extension RCD” of each Lease as set forth on Exhibit A to the New Expiration Date shall be referred to herein as the “Extension Period” of each Lease. All terms and conditions contained in the Leases shall apply to the Extension Period except as follows and as otherwise amended in this Amendment. The Rental components listed below shall be referred to collectively herein as the “Lease Rents”:
 - i. **Minimum Annual Rental** during the Extension Period of each Lease shall be as set forth in Exhibit A of this Amendment.
 - ii. **Percentage Rental** during the Extension Period shall be amounts as set forth on Exhibit A of this Amendment.
 - iii. **Tenant’s Share of Taxes** (also referred to as “Tenant’s share of Taxes” in some of the Leases) during the Extension Period shall be fixed amounts as set forth on Exhibit A of this Amendment.
 - iv. **The Common Area Charge** (also referred to as “Tenant’s share of Operating Costs and Expenses” in some of the Leases) during the Extension Period shall be fixed amounts as set forth on Exhibit A of this Amendment.
 - v. **The Promotional Charge** during the Extension Period shall be as set forth on Exhibit A of this Amendment.
 - vi. **Utilities** including, without limitation, electricity charges during the Extension Period shall be as set forth on Exhibit A of this Amendment.

For avoidance of doubt and notwithstanding anything to the contrary contained in the Leases, Tenant shall pay all Lease Rents except Percentage Rental in equal consecutive monthly installments on or before the first day of each month without prior demand or notice. Percentage Rental, if owed, shall be paid per the applicable Lease.

2. Alternate Rent for Garden State Plaza, Montgomery, Southcenter and Valley Fair Leases: Notwithstanding anything to the contrary contained in those Leases identified on Exhibit A attached hereto with a Lease Name of Garden State Plaza, Montgomery, Southcenter and Valley Fair (each Lease singularly the “Alt Rent Lease” and collectively the “Alt Rent Leases”), for the Extension Periods of the Alt Rent Leases, in lieu of paying Minimum Annual Rental, Percentage Rental, Tenant’s Share of Taxes, the Common Area Charge and the Promotional Charge (“Replaced Lease Rents”), Tenant shall pay to Landlord on a monthly basis, “Alternate Rent” equal to the greater of (a) the percentage of monthly Gross Sales for each respective Alt Rent Lease listed on Exhibit A attached hereto (the “Monthly Percentage”), or (b) the monthly dollar amount for each respective Alt Rent Lease listed on Exhibit A attached hereto (the “Guaranteed

Floor”). The Guaranteed Floor for each respective Alt Rent Lease shall be payable on the first (1st) day of each month. For avoidance of doubt, during the Extension Period of each respective Alt Rent Lease, Tenant shall remain responsible for all Additional Rent that is not part of the Replaced Lease Rents, including, but not limited to, the costs for utilities serving each of the respective Premises, that are provided directly by and directly billed by a third party, and any penalties or applicable monetary remedies due the Landlords for Tenant defaults, if any.

This Amendment shall not be deemed to modify, reduce or abate Tenant’s obligation to pay any amounts not otherwise expressly abated in each respective Alt Rent Lease hereinabove, including, without limitation: (i) any excise, transaction, sales or privilege tax imposed upon each Landlord on account of, attributed to, or measured by Rental, including rent tax; (ii) any amounts for electricity, water, sewer, HVAC, trash removal, and/or any other utility or consumable that are supplied to Tenant directly by a third party provider and billed directly by such third party provider; and (iii) any non-monthly charge based upon any failure to perform or based upon any indemnity or other obligation under each respective Alt Rent Lease to the extent payable by Tenant under the terms of the applicable Alt Rent Lease. Tenant shall continue to pay the same in accordance with the terms and provisions of each respective Alt Rent Lease.

Tenant waives any express or implied right under each respective Alt Rent Lease or at law to review or audit adjustable charges that are included in the Replaced Lease Rents.

Tenant understands and agrees that any Annual Breakpoint or other breakpoint shall not apply during the Extension Period of each respective Alt Rent Lease and Tenant shall pay Alternate Rent on all of Tenant’s total Gross Sales under each respective Alt Rent Lease without regard to any Annual Breakpoint.

Notwithstanding anything to the contrary contained in the Alt Rent Leases, Tenant agrees that each respective Landlord may reallocate and/or apply any portion of any Alternate Rent payment payable during the Extension Period of each respective Alt Rent Lease to any Rental charge that would otherwise be payable under the applicable Alt Rent Lease in the absence of the applicable Landlord’s agreement to the Rental structure documented within this Amendment, provided that such allocation by Landlord does not in any manner increase Tenant’s payment obligations. If a respective Landlord chooses to reallocate any portion of an Alternate Rent payment under the applicable Alt Rent Lease to an item of Additional Rent that is subject to year-end reconciliation under such Alt Rent Lease (a “Reconcilable Charge”), Tenant hereby agrees that any such allocated Reconcilable Charge (an “Allocated Reconcilable Charge”) shall not be subject to dispute, review, or challenge by Tenant whether at law or in equity during the period in which Tenant pays Alternate Rent but is subject to dispute, review or challenge once Tenant’s rights to pay Alternate Rent ceases. Accordingly, Tenant expressly waives any and all rights it has or may have to inspect and/or audit the applicable Landlord’s records relating to any Allocated Reconcilable Charge during such period that Tenant pays Alternate Rent only.

3. Section 2.06 “Additional Rent”: Unless amended herein, all Additional Rent charges shall remain payable as set forth in the Lease.
4. Tenant’s Termination Rights. To the extent applicable, the following (collectively, “Tenant’s Termination Rights”) are hereby suspended and shall be of no force or effect during the Extension Period only: any Tenant’s co-tenancy requirement rights in Sections 1.02 or 7.02 or

otherwise in the Leases (including, without limitation, any applicable measuring period). Notwithstanding the foregoing, in no event shall Tenant's right to terminate due to casualty, destruction or any other cause other than co-tenancy or gross sales kickouts shall not be suspended and shall remain in full force and effect.

5. Plaza Bonita Lease: The Gross Sales Kickout provision in Section D of Lease Amendment No 2 dated July 23, 2020 of the Plaza Bonita Lease shall be suspended and of no force or effect during the Extension Period.
6. Valley Fair Lease: The parties acknowledge that the Valley Fair Lease expired on January 31, 2023 and Tenant has continuously occupied the Premises on a month-to-month basis, with the consent of Landlord, at the existing Rental rates and shall continue to occupy the Premises at the existing Rental rates through January 31, 2025.
7. Section 7.02(b) "Operation of Business". Tenant's obligation to comply with law as set forth in Section 7.02(b) is hereby amended to include "all applicable anti-corruption and bribery laws." In addition, the following is added to Section 7.02(b): "Tenant also agrees not to engage, directly or indirectly, in any form of human trafficking or slavery, including not using, whether directly or indirectly, forced or involuntary labor of any type (e.g., forced, bonded, indentured, involuntary prison labor) or illegal child labor."
8. Section 27.05 "Legal Notice Address": The Legal Notice in the Data Sheet of each Lease and Section 27.05 shall be as set forth on Exhibit A of this Amendment.
9. Green Objectives. Landlord and Tenant acknowledge their commitment to sustainability and a mutual desire to contribute to the conservation of natural resources, climate protection and achieving net-zero emissions. As such, both parties agree to the objectives set forth in the Green Lease Clause attached hereto and incorporated into the Leases as Exhibit E.
10. OFAC and Anti-Money Laundering. Landlord and Tenant each warrants, represents and covenants to the other party that neither it nor any person or entity holding any legal or beneficial interest whatsoever in the representing party nor any person or entity having control and/or influence over the business affairs of the representing party, and in the case of Tenant, the Guarantor(s), if applicable (i) is or will become a person or entity that is identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list), and (ii) is or will become a person or entity with whom Landlord or Tenant, as applicable, is restricted from doing business under regulations of OFAC or under any other national and/or international sanctions regulations, and Landlord and Tenant each further represents, warrants and covenants to the other party that it (and, in the case of Tenant, the Guarantor(s), if applicable) shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Landlord and Tenant each further covenants and agrees to comply with all applicable requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Landlord and Tenant, as applicable, shall notify the other party in writing as soon as it becomes aware and of any actual or suspected breach of any applicable national and international sanctions regulations. If the

foregoing representations or warranties are untrue at any time during the Term or if Landlord or Tenant, as applicable, breaches the foregoing covenants at any time during the Term, then a default will be deemed to have occurred and the non-defaulting party shall be entitled to, without the necessity of any default and/or notice to the defaulting party, to immediately terminate the Leases and take such other actions as are permitted or required to be taken under law or in equity. LANDLORD AND TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY LANDLORD OR TENANT, AS APPLICABLE, ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. This indemnity obligation shall survive the expiration or earlier termination of the Leases.

- B. Effective Date. This Amendment shall become binding upon the parties when executed by both parties. The terms and provisions hereof shall apply and become effective as an amendment to the Leases as of the earlier of (i) the date hereof or (ii) the Extension RCD (the earlier of (i) or (ii) shall be referred to herein as “Effective Date”) and shall continue in effect until otherwise amended by the parties in writing or until expiration or sooner termination of the Leases.
- C. Entire Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Capitalized or defined terms used but not otherwise defined herein shall have the same meaning as set forth in the Leases, including but not limited to the Data Sheet and Exhibits, as so applicable. If this Amendment is signed on behalf of a corporation, limited liability company, partnership or other entity, such entity is authorized to enter into this Amendment and the signer is duly authorized to execute this Amendment on behalf of such corporation, limited liability company, partnership or other entity. Except as amended herein, the Leases between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Leases and this Amendment, the later provision shall govern and control.
- D. Counterparts, Electronic Signature. This Amendment may be executed in multiple counterparts, each of which shall be considered an original, and all of which shall constitute (taken together or collectively, as the case may be) one and the same instrument. Delivery of this Amendment may be effectuated by hand delivery, USPS mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication) and signatures delivered by electronic communication shall have the same legal effect as original handwritten signatures.

Pursuant to the Electronic Signatures in Global and National Commerce Act (ESIGN) the parties to this document hereby expressly agree to the use of certificate-based electronic signature software operated by DocuSign for execution of this document. The certificate-based electronic signature generated by this software shall have the same legal effect as a handwritten signature and shall be admissible evidence of the parties' mutual intent to be legally bound by this agreement. The parties declare that they have received all information required to be fully aware of the certificate-based electronic signature process, and each party hereby waives any challenge against the enforceability of this document based on the use of such certificate-based electronic signature software. In connection with the execution of this document each signatory accepts and acknowledges that their personal data will be processed for the purpose of authentication of their electronic signature and

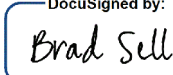
constitution of a record of proof of its validity. Such personal data will be transferred to DocuSign, as data processor in charge of the electronic signature platform. For further details regarding such data processing, and the exercise of all rights related to personal data protection legislation, the signatories should refer to the data processing disclaimer which will be available via the DocuSign platform during the signature process.

[BALANCE OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

TENANT:

F21 OPCO, LLC,
a Delaware limited liability company

DocuSigned by:

By: D9DA973AC102408...
Brad Sell

Name: _____

Title: CFO, F21 Opco, LLC

By: _____

Name: _____

Title: _____

[LANDLORD SIGNATURE PAGES FOLLOW]

CULVER CITY MALL LLC,
a Delaware limited liability company

By: Culver City REIT 1 LLC,
a Delaware limited liability company,
its managing member

By: Culver City 1 LP,
a Delaware limited partnership,
its sole member

By: Westfield Culver City GP LLC,
a Delaware limited liability company,
its general partner

By: Culver City Holding 2 LLC,
a Delaware limited liability company,
its sole member

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Laurie Yoo
Title: Assistant Secretary

SHERMAN OAKS FASHION ASSOCIATES LP,
a Delaware limited liability company

By: Fashion Square, LLC,
a Delaware limited liability company,
its general partner

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

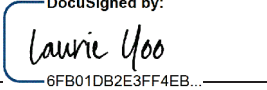
By: 
Name: Laurie Yoo
Title: Assistant Secretary

WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Westfield Garden State LLC,
a Delaware limited liability company,
its general partner

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner


By: 
Name: Laurie Yoo
Title: Assistant Secretary

MONTGOMERY MALL OWNER LLC,
a Delaware limited liability company

By: Montgomery Mall of Maryland LLC,
a Delaware limited liability company,
its sole member

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its managing member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Laurie Yoo
Title: Assistant Secretary

PLAZA BONITA LLC,
a Delaware limited liability company

By: Plaza Bonita SPE Member LLC,
a Delaware limited liability company,
its managing member

By: Plaza Bonita REIT 1 LLC,
a Delaware limited liability company,
its sole member

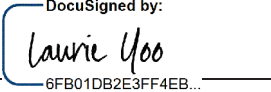
By: Plaza Bonita 1 LP,
a Delaware limited partnership,
its sole member

By: Westfield Plaza Bonita GP LLC,
a Delaware limited liability company,
its general partner

By: Plaza Bonita Holding 2 LLC,
a Delaware limited liability company,
its sole member

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Laurie Yoo
Title: Assistant Secretary

SOUTHCENTER OWNER LLC
a Delaware limited liability company

By: WEA Southcenter LLC,
a Delaware limited liability company,
its managing member

By: Southcenter REIT 1 LLC,
a Delaware limited liability company,
its managing member

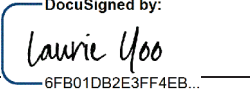
By: Southcenter 1 LP,
a Delaware limited partnership,
its sole member

By: Westfield Southcenter GP LLC,
a Delaware limited liability company,
its general partner

By: Southcenter Holding 2 LLC,
a Delaware limited liability company,
its sole member

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Laurie Yoo
Title: Assistant Secretary

V F MALL LLC,
a Delaware limited liability company

By: Valley Fair UTC LLC
a Delaware limited liability company,
its managing member

By: WEA Valley Fair UTC LP
a Delaware limited partnership,
its managing member

By: Valley Fair UTC GP LLC,
a Delaware limited liability company,
its general partner

By: Westfield America Limited Partnership
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC
a Delaware limited liability company,
its general partner


By: 
Name: Laurie Yoo
Title: Assistant Secretary

EXHIBIT A

Lease Name	Trade Name	Landlord Entity	Store No.	Square Feet	Amtd. #	Lease Date	Extension RCD	New Expiration Date	Minimum Annual Rent	Percentage Rent Rate/Monthly Percentage	Percentage Rent Annual Breakpoint	Guaranteed Floor	Common Area Maintenance \$/SF Extension Period Year 1	Promotional Charge \$/SF Extension Period Year 1	Taxes \$/ Extension Period Year 1	Water Annual	FDS Annual	Electricity \$/SF Annual	Enlosed Mail HVAC Charge \$/SF Annual	Utility Charges \$/SF Annual	Landlord's Legal Notice Address
Culver City	Forever 21	CULVER CITY MALL LLC	A05	31,196	6	7/31/2008	2/1/2025	1/31/2026	2/1/2025 - 1/31/2026: \$500,000.00	6.00%	2/1/2025 - 1/31/2026: \$8,333.33	NA	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	\$600.00	Paid Direct	NA	NA	CULVER CITY MALL LLC 2049 Century Park East, 4th Floor Los Angeles, California 90067 Attention: Legal Department
Fashion Square	Forever 21	SHERMAN OAKS FASHION ASSOCIATES, LP	244	22,333	5	9/16/2009	2/1/2025	1/31/2026	NA	5.00%	2/1/2025 - 1/31/2026: \$0.00	NA	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	NA	NA	Paid Direct	NA	NA	SHERMAN OAKS FASHION ASSOCIATES, LP 2049 Century Park East, 4th Floor Los Angeles, California 90067 Attention: Legal Department
Garden State Plaza	Forever 21	WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP	1200	38,218	3	11/26/2014	5/1/2025	4/30/2026	NA	12.00%	5/1/2025 - 4/30/2026: \$0.00	5/1/2025 - 4/30/2026: \$686,000.00	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	NA	NA	Paid Direct	NA	NA	WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP 2049 Century Park East, 4th Floor Los Angeles, California 90067 Attention: Legal Department
Montgomery	Forever 21	MONTGOMERY MALL OWNER LLC	1252	21,413	6	8/17/2009	2/1/2025	1/31/2026	NA	12.00%	2/1/2025 - 1/31/2026: \$0.00	2/1/2025 - 1/31/2026: \$415,000.00	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	Sub-Metered	\$600.00	Paid Direct	NA	NA	MONTGOMERY MALL OWNER LLC 2049 Century Park East, 4th Floor Los Angeles, California 90067 Attention: Legal Department
Plaza Bonita	Forever 21	PLAZA BONITA LLC	2100	20,000	3	3/28/2018	2/1/2024	1/31/2026	NA	6.00%	2/1/2024 - 1/31/2026: \$0.00	NA	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	NA	NA	Paid Direct	NA	NA	PLAZA BONITA LLC 2049 Century Park East, 4th Floor Los Angeles, California 90067 Attention: Legal Department
Southcenter	Forever 21	SOUTHCENTER OWNER LLC	1145	26,611	5	11/6/2007	3/1/2025	2/28/2026	NA	12.00%	3/1/2025 - 2/28/2026: \$0.00	3/1/2025 - 2/28/2026: \$400,000.00	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	\$2,650	\$600	Paid Direct	NA	NA	SOUTHCENTER OWNER LLC 2049 Century Park East, 4th Floor Los Angeles, California 90067 Attention: Legal Department
Valley Fair	Forever 21	V F MALL LLC	B522	15,362	5	7/25/2008	2/1/2025	1/31/2026	NA	12.00%	2/1/2025 - 1/31/2026: \$0.00	2/1/2025 - 1/31/2026: \$400,000.00	\$0.00 per annum	\$0.00 per annum	\$0.00 per annum	NA	NA	Paid Direct	NA	NA	V F MALL LLC 2049 Century Park East, 4th Floor Los Angeles, California 90067 Attention: Legal Department

EXHIBIT E

Green Lease Clause

Both Landlord and Tenant acknowledge their commitment to sustainability and a mutual desire to contribute to the conservation of natural resources, climate protection and achieving net-zero emissions. As such, both parties agree to the following endeavors:

1. Reporting. To establish and adjust the measures of consumption of utilities in an effort to reduce CO2 emissions, upon request and if available, Tenant and Landlord will share with one another data regarding energy consumption and water consumption, in the Premises as it relates to Tenant and for the Development as it relates to Landlord. If the Development is located in California, Tenant will provide, upon request, the data necessary for Landlord to comply with legislation related to disclosure of global greenhouse gas emissions.

2. Efficient Consumption. Tenant and Landlord will use commercially reasonable efforts (a) to utilize LED lighting within the Premises/Development, (b) to dispose of all light bulbs in accordance with applicable laws and regulations, (c) to limit the lighting used to a maximum of one-third (1/3) of its total capacity when only employees are working in the Premises, and the Development, as applicable, (d) to turn off any lights, heating and cooling equipment during hours when the Premises/Development are not opened for business and when no employees or customers are in the Premises/Development, including the powering down of all non-essential equipment (such as, but not limited to, computers, cash wraps, AV equipment, etc.) during non-business hours, (e) to ensure that all heating and cooling equipment is set to remain at an ambient temperature, in compliance with applicable laws and regulations, and (f) to control water consumption.

3. Renewable Energy. In the event Tenant obtains electricity directly from a utility company, Tenant will consider purchasing electricity through renewable sources. Landlord will also use commercially reasonable efforts to purchase electricity through renewable sources for the Common Areas of the Development.

4. Local Businesses. Landlord and Tenant will use commercially reasonable efforts to promote local employment if possible. This may include working together to host job fairs within the local market or consider utilizing vendors located within the trade area where the Development is located.

5. Waste Management. To the extent the Development has infrastructure necessary for collecting, recycling and waste disposal of paper, cardboard, glass, food and perishable waste and non-hazardous industrial waste (assimilated to household refuse), Tenant will use commercially reasonable efforts to use such recycling and waste management program, provided that except as required by law, same shall not exceed the rates charged by third party providers in the geographic area in which the Development is located.

6. Material. For any works, Tenant and the Landlord will use commercially reasonable efforts to promote an eco-design approach, including the reuse of certain improvements (such as storefronts, bathrooms, vertical transportation, and signage) and ensure that the materials used are eco-certified, low carbon and more generally have a low environmental impact, provided that except as required by law, same do not increase Tenant's cost in performing such work as required herein.

7. Transportation. Landlord promotes the use of alternative modes of transport to the Development and will be developing a program for the installation of electric vehicle charging stations. Tenant will encourage its employees to use public transport, sustainable transport (bicycle, etc.), carpooling, or other alternative transportation.

The parties agree that, in the event different requirements are imposed by law or regulation, those requirements will replace, or supplement to the extent they are compatible with the objectives contained in this Exhibit.

Furthermore, the parties agree that the failure to meet any of the goals and methods described in this Exhibit by Tenant shall not be a default under the Lease, nor shall Tenant incur any fines or penalties from Landlord for such failure.

Certificate Of Completion

Envelope Id: D72D3674-B3A1-4556-9322-09061B16351D

Status: Completed

Subject: Process TEX document for final execution: Forever 21 Omnibus

Source Envelope:

Document Pages: 20

Signatures: 7

Envelope Originator:

Certificate Pages: 3

Initials: 0

Irene Li

AutoNav: Enabled

2049 Century Park East, 41st floor

Envelopeld Stamping: Enabled

Century City, CA 90067

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

irene.li@urw.com

IP Address: 165.1.147.228

Record Tracking

Status: Original

Holder: Irene Li

Location: DocuSign

1/24/2025 10:05:34 AM

irene.li@urw.com

Signer Events

Signature

Timestamp

Irene Li

Completed

Sent: 1/27/2025 3:32:27 PM

irene.li@urw.com

Viewed: 1/27/2025 3:33:04 PM

Coordinator

Signed: 1/27/2025 3:33:25 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 208.127.234.224

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Laurie Yoo

DocuSigned by:

Sent: 1/27/2025 3:33:26 PM

laurie.yoo@urw.com



6FB01DB2E3FF4EB...

Viewed: 1/27/2025 3:35:53 PM

Assistant Secretary

Signed: 1/27/2025 6:30:25 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 165.1.147.228

Electronic Record and Signature Disclosure:
Accepted: 1/27/2025 3:35:53 PM
ID: c398ffaa-33e3-4ede-9252-7b941af9a4d9

Frank Eborka

Completed

Sent: 1/27/2025 6:30:27 PM

frank.eborka@urw.com

Resent: 1/28/2025 1:49:08 PM

Security Level: Email, Account Authentication
(None)

Viewed: 1/28/2025 2:25:42 PM

Using IP Address: 208.127.234.224

Signed: 1/28/2025 2:26:12 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2025 10:09:06 AM
Envelope Updated	Security Checked	1/27/2025 3:32:27 PM
Envelope Updated	Security Checked	1/27/2025 3:32:27 PM
Envelope Updated	Security Checked	1/27/2025 3:32:27 PM
Envelope Updated	Security Checked	1/28/2025 1:49:08 PM
Envelope Updated	Security Checked	1/28/2025 1:49:08 PM
Certified Delivered	Security Checked	1/28/2025 2:25:42 PM
Signing Complete	Security Checked	1/28/2025 2:26:12 PM
Completed	Security Checked	1/28/2025 2:26:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Pursuant to the Electronic Signatures in Global and National Commerce Act (ESIGN) the Parties hereby expressly agree to the use of certificate-based electronic signature software operated by DocuSign for execution of this agreement/lease. The certificate based electronic signature generated by this software shall have the same legal effect as a handwritten signature and shall be admissible evidence of the Parties' mutual intent to be legally bound by this agreement. The Parties declare that they have received all information required to be fully aware of the certificate-based electronic signature process, and each Party hereby waives any challenge against the enforceability of this agreement based on the use of such certificate-based electronic signature software.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

F21 OPCO, LLC, *et al.*,

Debtors.

Chapter 11

Case No. 25-10469 (MFW)

(Jointly Administered)

**ORDER GRANTING MOTION OF WESTFIELD, LLC AND CERTAIN AFFILIATES
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS
PURSUANT TO 11 U.S.C. §§ 365(d)(3), 503(b), AND 507(a),
AND IN ACCORDANCE WITH THE CONFIRMATION ORDER**

Upon consideration of the *Motion of Westfield, LLC and Certain Affiliates for Allowance and Payment of Administrative Expense Claims pursuant to 11 U.S.C. §§ 365(d)(3), 503(b), and 507(a), and in Accordance with the Confirmation Order* (the “Motion”)¹; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and upon consideration of any and all objections and/or responses that were filed in opposition to the Motion; and it appearing that due and proper notice of the Motion has been given to all interested parties in this case; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Westfield Landlords shall have allowed administrative expense claims under 11 U.S.C. § 503(b)(1)(A) in the following amounts (the “Allowed Administrative Claims”):

¹ Capitalized terms not otherwise defined shall have the same meaning as set forth in the Motion.

<u>WESTFIELD LANDLORD</u>	<u>Allowed Administrative Claim Amount</u>
Sherman Oaks Fashion Associates LP	\$22,408.21
Montgomery Mall Owner LLC	\$28,545.53
Southcenter Owner LLC	\$40,150.99
V F Mall LLC	\$39,958.89

3. The Debtors shall pay the Allowed Administrative Claims within five (5) business days of entry of this Order.

4. This Order shall be binding upon, (i) any liquidating trustee, plan administrator, distribution agent and/or any other person appointed pursuant to any chapter 11 plan confirmed in these cases; (ii) any chapter 11 trustee appointed in these cases; and/or (iii) any chapter 7 trustee appointed or elected in these cases.

5. Notwithstanding any Bankruptcy Rule or Local Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:
F21 OPCO LLC, *et al.*,¹
Debtors.

Chapter 11
Case No. 25-10469 (MFW)
(Jointly Administered)

CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2025, a true and correct copy of the foregoing *Motion of Westfield, LLC and Certain Affiliates for Allowance and Payment of Administrative Expense Claims pursuant to 11 U.S.C. §§ 365(d)(3), 503(b), and 507(a), and in Accordance with the Confirmation Order*, was sent to the following as indicated:

VIA E-MAIL ONLY

Andrew L. Magaziner, Esquire
Robert F. Poppiti, Jr., Esquire
Ashley E. Jacobs, Esquire
S. Alexander Faris, Esquire
Kristin L. McElroy, Esquire
Andrew M. Lee, Esquire
Sarah Gawrysiak, Esquire
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
amagaziner@ycst.com
rpoppiti@ycst.com
ajacobs@ycst.com
afaris@ycst.com
kmcelroy@ycst.com
alee@ycst.com
sgawrysiak@ycst.com

Justin R. Alberto, Esquire
Stacy L. Newman, Esquire
COLE SCHOTZ P.C.
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
jalberto@coleschotz.com
snewman@coleschotz.com

Sarah A. Carnes, Esquire
Michael A. Solimani, Esquire
COLE SCHOTZ P.C.
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
scarnes@coleschotz.com

James S. Carr, Esquire
Dana P. Kane, Esquire
Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, New York 10007
jcarr@kelleydrye.com
dkane@kelleydrye.com

Jane Leamy, Esquire
U.S. Trustee
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
jane.m.leafy@usdoj.gov

Steven Balasiano
steven@mhradvisory.com

Date: July 30, 2025

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman
Susan E. Kaufman, (DSB# 3381)
919 North Market Street, Suite 460
Wilmington, DE 19801
(302) 472-7420
(302) 792-7420 Fax
skaufman@skaufmanlaw.com