

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re:

Chapter 11 Cases

ADINATH CORP. and SIMPLY  
FASHION STORES, LTD.,<sup>1</sup>

Case No. \_\_\_\_\_  
(Joint Administration Pending)

Debtors.  
\_\_\_\_\_/

**DEBTORS' OMNIBUS MOTION TO  
REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015**

**PARTIES RECEIVING THIS MOTION SHOULD  
LOCATE THEIR NAMES AND LEASES ON THE  
ATTACHED EXHIBIT A. EXHIBIT A LISTS THE  
NAME OF THE PARTY TO THE LEASE  
ALPHABETICALLY.**

Adinath Corp. ("Adinath") and Simply Fashion Stores, Ltd. ("Simply Fashion"), and together with Adinath, each, a "Debtor", and collectively, the "Debtors"), by and through their proposed undersigned counsel, pursuant to 11 U.S.C. § 365(a) and Bankruptcy Rule 6006, file this motion (the "Motion") seeking the entry of an order approving the applicable Debtor's rejection of the leases set forth in Exhibit A (collectively, the "Leases") as of **April 30, 2015**. In support of the Motion, the Debtors rely upon the *Declaration in Support of First Day Pleadings* (the "First Day Declaration") which is filed concurrently herewith, and respectfully represent as follows:

<sup>1</sup> The Debtors in these cases, along with the addresses and last four digits of each Debtor's federal tax identification number are: (i) Adinath Corp., 2110 N.W.95<sup>th</sup> Avenue, Miami FL 33172 (4843); and (ii) Simply Fashion Stores, Ltd., 2500 Crestwood Boulevard, Birmingham, AL 35210 (6230).

**I. Jurisdiction**

1. This Court has jurisdiction over these cases pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper in this District pursuant to 28 U.S.C. § 1408. The statutory predicates for the relief sought herein are 11 U.S.C. § 365(a) and Bankruptcy Rule 6006.

**II. Background**

2. On the date hereof (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11, title 11, United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code").

3. The Debtors are operating their business and managing their affairs as debtors in possession. 11 U.S.C. §§ 1107(a) and 1108.

4. For a detailed description of the Debtors and their operations, the Debtors respectfully refer the Court and parties in interest to the First Day Declaration.

**III. Relief Requested and Basis Therefor**

5. On the Petition Date, the Debtors filed their *Emergency Motion Pursuant To Sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006, and Local Rule 6004-1, for (I) Approval of Procedures in Connection with the Sale of all or Substantially all of the Debtors' Assets; (II) Authorization to Enter into Stalking Horse Agreement in Connection Therewith; (III) Approval of the Payment of Stalking Horse Protections; and (IV) the Setting of Related Auction and Hearing Dates* (the "Sale Motion").

6. In accordance with the terms of the Sale Motion, the Debtors seek approval of the rejection of the Leases set forth on Exhibit A, as of April 30, 2015. The Debtors intend to vacate the stores subject of the Leases no later than close of business on April 30, 2015.

7. Section 365(a) of the Bankruptcy Code allows a debtor, subject to approval of the bankruptcy court, to assume or reject any unexpired lease. *See Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996); *In re TOUSA, Inc.*, 14-12067, 2015 WL 1346098, at \*5 n. 3 (11th Cir. Mar. 26, 2015) (in dicta). ““This provision allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.”” *Stewart Title*, 83 F.3d at 741 (quoting *In re Murexco Petrol., Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)). A debtor’s decision to assume or reject an unexpired lease is subject to the “business judgment” test. *Byrd v. Gardiner, Inc. (In re Gardiner, Inc.)*, 831 F.2d 974, 976 n.2 (11th Cir. 1987); *In re Surfside Resort and Suites, Inc.*, 325 B.R. 465, 469 (Bankr. M.D. Fla. 2005); *In re Weaver Oil Co., Inc.*, 2008 WL 8202063 (Bankr. N.D. Fla. 2008); *In re Colony Beach & Tennis Club Ass'n, Inc.*, 2010 WL 746708, at \*3 (M.D. Fla. Mar. 2, 2010). The sole inquiry is whether assumption or rejection will benefit this estate. *See id.*

8. In applying the “business judgment” test, courts show great deference to a debtor’s decision to assume or reject an unexpired lease. *See In re Colony Beach & Tennis Club Ass'n, Inc.*, 2010 WL 746708, at \*3 (“A court may not substitute its judgment for that of a debtor unless the debtor’s decision that ‘rejection will be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, whim, or caprice.’”) (quoting *Surfside Resort and Suites*, 325 B.R. at 469 (internal citations omitted); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of debtor’s decision to assume or reject an unexpired lease “should be granted as a matter of course”). As long as the decision to assume or reject is a reasonable exercise of business judgment, courts should approve the assumption or rejection of an unexpired lease. *See, e.g., NLRB v. Bildisco and Bildisco*, 465 U.S. 513, 523

(1984); *Group of Institutional Investors v. Chicago M. St. P. & P. R. R. Co.*, 318 U.S. 523 (1943).

9. Because the Debtors will not profit from the continued performance under the Leases, it necessarily follows that rejection of the Leases as of April 30, 2015 is a decision made in the sound exercise of its business judgment, that is, a decision that will benefit the Debtors' estates.

**WHEREFORE**, the Debtors respectfully request entry of an Order in the form attached hereto as **Exhibit B** (i) approving the rejection of the Leases effective as of close of business on April 30, 2015, and (ii) granting such other relief as is just and proper.

Dated: April 16, 2015

Respectfully submitted,

BERGER SINGERMAN LLP  
*Proposed Counsel for the Debtors and Debtors in Possession*  
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**EXHIBIT "A"**  
**(Rejected Leases)**

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
1	MCBH Church Square, LLC c/o MCB Real Estate, LLC 2701 North Charles Street, Suite 404 Baltimore, Maryland 21218,  Alan Betten, Esquire 600 Washington Avenue, Suite 300 Towson, Maryland P.O. Box 924133 Houston, TX 77292-4133	Lease Contract dated April 15, 2014, for store located at 901-937 North Caroline Street, Baltimore, Maryland	12	CHURCH SQUARE S/C	2019
2	TCP Inwood Partners, L.P c/o TCP Realty Services, LLC 1845 Woodall Rodgers Freeway, Suite 1030 Dallas, TX 75201	Lease Contract dated January 23, 2002, for store located at 8161 Antoine, Houston TX	15	INWOOD CENTRAL	2017
3	Vicksburg Income Properties, LLC CBL & Associates Manangement, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard, Chattanooga, Tennessee 37421-6000	Lease Contract dated March 12, 2009, as Amended, for store located at U.S. 20 and U.S. 61 in or near the Town or City of Vicksburg, County of Warren State of Mississippi	16	PEMBERTON SQUARE	2017 per modification
4	Meridian Center Group, LLC	Lease Contract dated February 1, 2008, as Amended, for store located at 2526 67th Avenue Loop, Space No. 106, Meridian, Mississippi 39307	30	MERIDIAN MARKETPLACE	2013 per 2nd amended
5	Durga, LLC 11320 Chester Road Cincinnati, OH 45246	Lease Contract dated July 31, 2001, as Amended, for store located at North Eastwood Shopping Center, Indianapolis, IN	45	NORTH EASTWOOD PLAZA	Month to Month per 7th Amendment
6	5610 Associates, LLC T/A Overbrook Plaza	Lease Contract dated December 2013, as Amended, for store located at 5610 Lancaster Av, Philadelphia, PA 19131	49	OVERBROOK PLAZA	2019

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
7	Y & W Enterprises Company 712 Highway 72 East Huntsville, AL 35801	Lease Contract dated November 12, 2008, as Amended, for store located at 3018 Memorial Parkway Northwest, Huntsville, Alabama 35810	72	NORTHSIDE PLAZA	2015 per 2nd Amendment
8	Morris Satnick Ft. Pierce Associates, LLC 3333 New Hyde Park Road Ste 100 P.O. BOX 5020 New Hyde Park, New York 11042-0020	Lease Contract dated October 19, 1999, as Amended, for store located at the K Mart Plaza Shopping Center, Ft. Pierce, FL	85	K-MART PLAZA	Month to Month per 7th Amendment
9	Austell, GA Center LLC c/o Developers Diversified Realty Corporation 3300 Enterprise Parkway Beachwood, Ohio 44122 Attention: Executive Vice President copies to Developers Diversified Realty Corporation 3300 Enterprise Parkway Beachwood, Ohio 44122 Attention: General Counsel	Lease Contract dated April 22, 2010, for store located at City of Austell, State of Georgia	86	BURLINGTON PLAZA	2015
10	Pine Hill, CRP LLC 4801 PGA Blvd. Palm Beach Gardens, FL 33418	Lease Contract dated February 1, 2003, as Amended, for store located at 5311 W. Colonial Drive, Orlando, FL 32808	94	PINE HILLS MARKETPLACE	Month to Month per 3rd Amendment
11	Wells Fargo Bank, N.A., as Trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certifies, Series 2007-C5 c/o C-III Asset Management LLC, 5221 N. O'Connor Blvd. Suite 600 Irving, Texas 75039 Attention: Doug Johnson with a copy to Foresite Realty Management, LLC 9525 West Bryn Mawr Avenue, Suite 925 Rosemont, Illinois 60018	Lease Contract dated on or about October 19, 1994, as Amended, for store located at 1028 Camp Jackson Road, Cahokia, Illinois 62206	95	CAHOKIA VILLAGE S/C	2015 3rd Amendment

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
12	Greenwood Station LLC c/o Phillip Edison & Co. 11690 Greens Rd. Cincinnati, OH 45242	Lease Contract dated on August 28, 2014, as Amended, for store located at Greenwood West Shopping Center in Greenwood, Mississippi	99	GREENWOOD WEST	2015 per 6th Amendment
13	JBH Limited Company, LTD 5821-C Lake Worth Road Greenacres, FL 33407	Lease Contract dated on August 19, 2010, as Amended, for store located in the Poinciana Plaza Shopping Center, 1225 W 45th Street, Suite 303-304 Mangonia Park FL 33407	107	POINCIANA PLAZA	2015 per 2nd Amendment
14	Langley Square Associates, LLC The Katsias Company P.O. Box 922 Virginia Beach, VA 23451	Lease Contract dated on December 8, 1998, as Amended, for store located at Unit 12 41 West Mercury Blvd. Hampton, VA 23669	111	LANGLEY SQUARE	2016 per 3rd Amendment
15	Roebuck Newco, LLC American Commercial Realty Corp 324 Datura Street, Suite 102 West Palm Beach, FL 33401	c/o Lease Contract dated on June 13, 2008, as Amended, for store located at 9164 Parkway East, Birmingham, AL 35206	124	ROEBUCK MARKETPLACE	2016 per 3rd Amendment
16	Capitol Plaza Associates, LLC c/o Moore Property Manangement LLC P.O. Box 1429 Montgomery, AL 36102	Lease Contract dated on January 22, 1993, as Amended, for store located at 2288 East South Blvd, Montgomery, Alabama 36116	133	CAPITOL PLAZA	2015 per 8th Amendment
17	Parkway Plaza, LLC Attn: Gene Wakefield PO Box 98 Broussard, LA 70518	Lease Contract dated on June 22, 2002, as Amended, for store located at Parkway Plaza Shopping Center, Lafayette LA	137	PARKWAY PLAZA	Month to Month per 2nd Amendment



## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
18	Dodge Plaza Limited Partnership Attn: Elliot Yadin 2252 Brightseat Road Landover, MD 20785	Lease Contract dated on October 2, 1995, as Amended, for store located at Dodge Plaza Shopping Center, 7748 Landover Road, Landover, MD	139	DODGE PLAZA	2016 per 6th Amendment
19	Tenalok Partners, LTD c/o HAS Commercial Realty Services, LLC 701 N. Post Oak Rd, Suite 515 Houston, TX 77024	Lease Contract dated on February 5, 1998, as Amended, for store located at Frayser Plaza Shopping Center, Memphis TN	144	FRAYSER PLAZA	2015 per Modification
20	Kimco Of North Miami Inc. c/o Kimco Realty Corporation 6060 Piedmont Row Drive South Ste 200 Charlotte, NC 28287 Attention: Director of Specialty Leasing	Lease Contract dated on September 24, 2014, for store located Ives Dairy Crossing in North Miami Beach, FL	145	IVES DAIRY CROSSING S/C	2015
21	Western Hills, LLC c/o Aronov Realty Management, Inc. P. O. Box 235000 (36123-5000) 3500 Eeastern Boulevard (36116-1781) Montgomery, Alabama Attention: Legal Department	Lease Contract dated on September 8, 2008, as amended for store located Space No. 5 at Western Hills Mall Shopping Center	159	WESTERN HILLS MALL	31-Dec-15
22	The Shoppes of Liberty City, LLC c/o Platinum Property Management, Inc. 7491 W. Oakland Park Blvd. Suite 306 Ft. Lauderdale, Florida 33319-4970	Lease Contract dated on February 14, 1999, as amended for store located at 1156 N.W. 54th Street, Miami, Florida 33127	160	THE SHOPPES OF LIBERTY CITY	August 31, 2015 per 2nd Amendment
23	Swope Community Builders 4001 Blue Parkway Kansas City, MO 64130 Attn: Chuck Gatson with copy to Polsinelli Shalton & Welte, P.C. 700 W. 47th Street Suite 1000 Kansas City, Missouri 641120 Attention: Mark Bryant, Esquire	Lease Contract dated on October 1, 2004, as amended for store located at 4003-4021 Blue Parkway, Kansas City, Missouri	161	BLUE PARKWAY TOWN CENTER	March 31, 2016 per 2nd Amendment

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
24	Southern Development of Mississippi PO BOX 1207 (40 Deep South Lane) Purvis, MS 39475	Lease Contract dated on August 22, 2003, as amended for store located at Family Dollar Center, Jackson, MS	165	FAMILY DOLLAR CENTER	Month to Month per 3rd Amendment
25	Taylor Associates Limited Partnership c/o Zamlas Services Inc. 300 Market Street Johnstown, PA 15901	Lease Contract dated on, 2014, for store located at 1341 South Main Street, Unit#210 Scranton, PA 18504	170	TAYLOR COMMONS	Month to Month
26	Lamar Airways, LLC Attn: Michael E. Goldstein 6060 Poplar Ave, Suite 450 Memphis, TN 38119	Lease Contract dated on March 30, 1996, as amended for store located in Lamar Airways Shopping Center, Memphis, TN	175	LAMAR AIRWAYS S/C	November 30, 2015 per 2nd Amendment
27	West Ridge, LLC Halpern Enterprises, Inc. 5269 Buford Highway Atlanta, GA 30340	Lease Contract dated on February 23, 2004, as amended for store located at 3050-F Martin Luther King Jr. Drive, Atlanta GA	180	WEST RIDGE	October 31, 2015 per 2nd Amendment
28	LM TIC I LLC, LM TIC II LLC, LM TIC III LLC and LM TIC IV LLC c/o New Lauderhill Mall Management LLC 1267 NW 40th Avenue Lauderhill, FL 33313	Lease Contract dated on, December 15, 2010 as amended, for store located at 1341 NW 40th Avenue, Lauderhill, FL 33313	182	LAUDERHILL MALL	31-Jan-16
29	King Associates Limited Partnership c/o Harvey Property Management Company, Inc 6931 Arlington Road, Suite 500 Bethesda, Maryland 20814 Attn: Mr. Rick Hager	Lease Contract dated on June 30, 2005, as amended for store located at 7057 Martin Luther King, Jr. Highway, Landover, Maryland 20785	185	KING SHOPPING CENTER	October 31, 2017 per 3rd Amendment

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
30	J. T. Milligan 3007 Bear Point Dr Panama City, FL 32408	Lease Contract dated on September 1, 2008, as amended for store located at Village Green Shopping Center, Phenix, AL	192	VILLAGE GREEN	August 31, 2015 per Amendment
31	Belz Investco GP, c/o Belz Enterprises, Attn: Ronald Belz, 100 Peabody Place, Suite 1400, Memphis TN 38103	Lease Agreement dated September 18, 2003, for store located at 3230 Jackson Avenue, Memphis TN 38122	198	GATEWAY	April 30, 2016 per 5th Amendment
32	Indiana Partners, LLC, 4369 West 5th Avenue, Gary IN 46406	License Agreement dated August 13, 2004, as Amended for Store Located in the Commons on Route 20, Gary IN	207	THE COMMONS ROUTE 20	September 30, 2015, per Amendment
33	Walnut Hill Plaza Associates, LLC, 2529 Virginia Beach Boulevard, Suite 200, Virginia Beach VA 23452	Shopping Center Lease dated February 20, 2008, as Amended for Store Number 3 in the Walnut Hill Plaza, Petersburg Virginia	216	WALNUT HILLS PLAZA	February 28, 2017, per Amendment
34	AMCB Perring, LLC, c/o Acadia Realty Trust, 1311 Mamaroneck Avenue, Suite 260, White Plains, New York 10605 Attn: Legal Department; AMCB Perring, LLC, c/o Acadia Realty Trust, 1311 Mamaroneck Avenue, Suite 260, White Plains, New York 10605 Attn: Property Management	Lease by and Between AMCB Perring, LLC and Simply Fashion Stores, Ltd., dated January 16, 2015, for Store Located at Parkway Shopping Center Parkville, Maryland	237	BALTIMORE	2020
35	Cedar South Philadelphia I, LLC, c/o Cedar Realty Trust, Inc., 44 South Bayles Ave, Suite 304, Port Washington, New York, 11050, attn: Brenda J. Walker; Cedar-South Philadelphia I, LLC, C/o Cedar Realty Trust, Inc., 44 South Bayles Avenue Suite 304, Washington NY 11050, Attn: Adina G. Storch, Esq.	License Agreement Dated June 30, 2014 for Store Located at Unit 3B in the South Philadelphia Shopping Center, in Philadelphia, PA	242	SOUTH PHILADELPHIA S/C	1-Jul-15

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
36	BRE Retail Residual Owner 6, LLC c/o Brixmor Property Group, 420 Lexington Avenue, 7th Floor New York, NY, 10170; BRE Retail Residual Owner 6, LLC c/o Brixmore Property Group, One Fayette Street, Suite 150, Cronshohocken PA 19428	Lease Agreement by and between BRE Retail Residual Owner 6, LLC, and Simply Fashion Stores, Ltd, dated January 20, 2015 for Store Located at 30th Street Canton, Ohio	254	30TH STREET S/C	2020
37	6000 Woodland Partners, LP, c/o Daniella Realty & Management Co. P.O. Box 1017 Blue Bell Pa 19422 Attn: Shanna Macklin	Lease Agreement dated September 30, 2014, for Store Located at the Woodland Shopping Center, 62nd and Woodland Avenue Philadelphia Pennsylvania	274	WOODLAND VILLAGE	30-Sep-19
38	The Gerber Realty Family Company, 1779 Kirby Parkway, Suite 5A, Memphis, TN 38138	Lease Agreement dated August 13, 2004, as Amended for Store Located at 4275 Elvis Presley Blvd, Memphis, TN 38116	281	WHITEHAVEN PLAZA	July 31, 2015 per Amendment to Lease
39	A Roland Kimbrell Investments, LLC, P.O. Box 3007, Meridian, Ms 39302	Lease Agreement dated February 23, 1978, as Amended, for Store Located at the Cloverleaf Shopping Center in Meridian Mississippi	301	CLOVERLEAF S/C	4/30/2016, per Amendment
40	NG 199 Keating Road, LLC, c/o Nightingale Realty, LLC 1430 Broadway, Suite 1605, New York, NY 10018	Lease dated September 17, 2992, as Amended for Store Located at Batesville Shopping Center, Space # 2, Highway 6 West, Batesville Ms	302	BATESVILLE S/C	Setember 30, 2015, per Lease Modification Agreement
41	Centro NP Holdings 12 SPE, LLC, 420 Lexington Avenue, 7th Floor, New York, New York 10170	Shopping Center Lease dated April 3, 1990, as Amended for Store located at 5510 North Freeway, Houston Tx 77076	303	NORTHTOWN PLAZA	July 30, 2015 per Lease Extension Agreement

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
42	LOR Corporation, 6350 Rucker Rd, Suite 101, Indianapolis, IN 46220	Lease Agreement dated May 28, 2003, as Amended for store located at 5648 Georgetown Rd, Indianapolis In 46254	365	CROSS CREEK	July 31, 2015 per First Amendment to Lease
43	Edisto Village - Orangeburg, LLC, 85 Mill Street, Building A, Suite 100, Roswell, Ga 30075	Lease Agreement dated August 9, 1993, as Amended, for Store Located at Edisto Villiage Shopping Center, 118 Riverside Drive, Orangeburg S.C.	507	EDISTO VILLAGE SHOPPING CENTER	February 28, 2018, per Amendment
44	Georgetown Plaza, LP, 117 E. Washington Street, Suite 300, Indianapolis, In 46204	Memorandum of Lease dated February 11, 1998, as Amended, for Store Located at 4945 W. 38th St., Indianapolis, Indiana 46254	528	GEORGETOWN PLAZA SHOPPING CENTER	December 31, 2017 per Amendment
45	Crossroads Plaza, LLC, PO Box 3476 Gaithersburg, MD 20885	Lease Agreement dated February 24, 1993 as Amended, for Store Located at Crossroads Plaza, US 64 Corner US 301, Rocky Mount, NC	538	CROSSROADS PLAZA	5/1/2015, per Amendment
46	M&M West Tennessee Investments LP 11235 West Point Drive Ste 1, Knoxville TN 37934	Standard Shopping Center Lease Agreement dated October 16, 1992, as Amended, for Store located at Shelby Plaza Elvis Presley Blvd, Memphis TN,	558	SHELBY PLAZA	7/31/2015, per Amendment
47	Bon Aviv Investments, 720 E. Palisade Avenue, Suite 201 Englewood Cliffs, NJ 07632, Attn: Amit Barnoon; Zamias Services, Inc. 300 Market Street Johnstown, PA 15901	Lease Agreement dated January 16, 2015 for Store located at Space No. 9 Consumer Square West Shopping Center, Columbus Ohio	563	CONSUMER SQUARE WEST	2020

## EXHIBIT "A" TO OMNIBUS MOTION TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015

	Name and Address of Lessor	Description of Contract	Store Number	Store Name	Contract/Lease Expiration
48	WRI-AEW Lone Star Retail Portfolio, LLC, P.O. Box 679003, Dallas, TX 75267	Original Lease Contract dated April 13, 2000, as Amended for Store located at 4439 West Fuqua Houston, TX	576	SOUTHGATE SHOPPING CENTER	September 30, 2015, per Amendment
49	Fletcher Bright, c/o Lurie & Associates, LLC, 3120 Perkins Suite 303 Memphis, TN 38118	Shopping Center Lease dated August 9, 2000, as Amended for Store Located at 3641 Hickory Hill, Memphis, Tn 38115	577	HICKORY RIDGE CROSSING	August 30, 2018, per Amendment
50	Doyle Rogers Family Realty Limited Partnership, 111 Center Street Suite 1510 Little Rock, Ar 72201	Lease Agreement dated June 30, 2003, as Amended for Store Located at Spaces 5 and 6 in the Asher Shopping Center, 6420 Asher Avenue Little Rock, Ar 72204	617	ASHER	December 31, 2015, per Amendment

**EXHIBIT "B"**  
**(Proposed Order)**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re:

Chapter 11 Cases

ADINATH CORP. and SIMPLY  
FASHION STORES, LTD.,<sup>1</sup>

Case No. \_\_\_\_\_  
(Joint Administration Pending)

Debtors.  
\_\_\_\_\_ /

**ORDER GRANTING DEBTORS' OMNIBUS MOTION  
TO REJECT UNEXPIRED LEASES AS OF APRIL 30, 2015**

**THIS MATTER** came before the Court on the \_\_\_<sup>th</sup> day of April, 2015 at \_\_\_\_\_. in Miami, Florida upon the *Debtors' Motion to Reject Unexpired Leases as of the Petition Date* [ECF No. \_\_\_\_] (the "Motion"), filed by the above-captioned debtors (collectively, the

<sup>1</sup> The Debtors in these cases, along with the addresses and last four digits of each Debtor's federal tax identification number are: (i) Adinath Corp., 2110 N.W.95<sup>th</sup> Avenue, Miami FL 33172 (4843); and (ii) Simply Fashion Stores, Ltd., 2500 Crestwood Boulevard, Birmingham, AL 35210 (6230).



“Debtors”). The Motion seeks authority to reject the Leases<sup>2</sup> identified on the attached **Exhibit A** (collectively, the “**Rejected Leases**”) as of April 30, 2015. The Court has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). The relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors. Proper and adequate notice of the Motion and the hearing thereon has been given and except as provided in this Order, no other or further notice is necessary. Upon review of the record before the Court, good and sufficient cause exists to grant the relief requested. Accordingly, it is

**ORDERED** that:

1. The Motion is **GRANTED**.
2. The Debtors’ rejection of the Leases listed on **Exhibit A** to this Order is **APPROVED** as of the close of business on April 30, 2015, pursuant to 11 U.S.C. § 365(a).
3. **Any counter party to the Rejected Leases shall have fourteen (14) days from the date of this Order to file an objection to the relief granted herein. If an objection is timely filed, the Court will consider the Motion *de novo*. If no objection is timely filed, the Rejected Leases shall be deemed rejected as of the Petition Date.**
4. **ANY PROOF OF CLAIM BY ANY COUNTER-PARTY TO ANY OF THE REJECTED LEASES IDENTIFIED ON EXHIBIT A TO THIS ORDER FOR DAMAGES ARISING FROM THE REJECTION MUST BE FILED NO LATER THAN JUNE 1, 2015.**

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<sup>2</sup> All capitalized terms used herein shall have the meaning ascribed to them in the Motion.

5. The Court retains jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

Submitted by:

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Copies furnished to:

Paul Steven Singerman, Esq.  
*(Attorney Singerman is directed to serve a signed copy of this Order upon all interested parties and to file a Certificate of Service with the Court.)*

**EXHIBIT "A"**  
**(Rejected Leases)**