

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

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In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	
	)	(Jointly Administered)
	)	
	)	Re. Docket No. 16

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**INTERIM ORDER GRANTING DEBTORS’ MOTION FOR  
INTERIM AND FINAL ORDERS (A) APPROVING PROCEDURES  
FOR STORE CLOSING SALES, (B) AUTHORIZING CUSTOMARY  
BONUSES TO MANAGERS OF STORES, (C) AUTHORIZING ASSUMPTION  
OF THE CONSULTING AGREEMENTS AND (D) GRANTING RELATED RELIEF**

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Upon the motion (the “*Motion*”)<sup>2</sup> of the Debtors for an interim order (this “*Interim Order*”), (a) authorizing and approving the conduct of store closing or similar themed sales (the “*Store Closings*”) in accordance with the terms of the U.S. and Canadian store closing sale procedures (the “*U.S. Store Closing Procedures*” and the “*Canadian Store Closing Procedures*”, respectively, and, together, the “*Store Closing Procedures*”) attached hereto as **Exhibit 1**, with such sales to be free and clear of all liens, claims and encumbrances; (b) authorizing the Debtors to pay customary bonuses to non-insider managers of the stores where Store Closing sales will occur; (c) authorizing the Debtors to assume the Consulting Agreements; and (d) granting related

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<sup>1</sup> The debtors in these Chapter 11 Cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2295); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors’ mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

relief, all as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**FOUND AND DETERMINED THAT:<sup>3</sup>**

A. The Debtors have advanced sound business reasons for seeking to implement the Store Closing Procedures and assume the Consulting Agreements, as set forth in the Motion and at the Hearing, and such relief is in the best interests of the Debtors and their estates.

B. The Store Closing Procedures are reasonable, and the conduct of the Store Closings in accordance with the applicable Store Closing Procedures will provide an efficient means for the Debtors to dispose of the Merchandise and the FF&E and will maximize the returns on the Merchandise and the FF&E.

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<sup>3</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate.

C. The Consulting Agreements were negotiated, proposed, and entered into by the Debtors and the Consultant without collusion, in good faith, and from arm's-length bargaining positions, and the operation and effectiveness of the Consulting Agreements on an interim basis is a sound exercise of the Debtors' business judgment.

D. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

E. The Store Closings are in the best interest of the Debtors' estates.

F. The entry of this Interim Order is in the best interest of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, but not directed, to make payments under the Store Closing Bonus Plan in an amount not to exceed \$342,000 on an interim basis.
3. The Debtors and the Consultant are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion. The failure to specifically include any provisions of the Consulting Agreements in this Interim Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Consulting Agreements and all of their provisions, payments, and transactions be, and hereby are, authorized and approved as and to the extent provided in this Interim Order.
4. Subject to paragraph 15, to the extent of any conflict between this Interim Order, the Consulting Agreements, and the Store Closing Procedures, the terms of this Interim Order shall

control. Notwithstanding any other term of this Interim Order, the Canadian Store Closing Procedures and the Canadian Sale Guidelines shall control in respect of Store Closings in Canada.

**I. AUTHORITY TO ENGAGE IN CLOSING SALES AND CONDUCT STORE CLOSINGS.**

5. The Debtors and the Consultant are authorized, on an interim basis pending the Final Hearing (as defined below), pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to conduct Store Closings at the Closing Stores in accordance with this Interim Order, the applicable Store Closing Procedures, and the Consulting Agreements as may be modified by a Side Letter (as defined below) between the Debtors and the landlords at the closing locations.

6. The Store Closing Procedures are approved in their entirety on an interim basis. The Store Closing Procedures shall be used for all permitted Store Closings in these Chapter 11 Cases, unless otherwise ordered.

7. The Debtors are authorized to discontinue operations at the Closing Stores in accordance with this Interim Order, the applicable Store Closing Procedures, and the Consulting Agreements

8. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to this Interim Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors.

9. Neither the Debtors nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including, without limitation, any Governmental Unit (as defined in Bankruptcy Code section 101(27)) or landlord, to conduct the Store Closings and to take the related actions authorized herein.

## II. CONDUCT OF THE SALES.

10. All media in which the Store Closings may be advertised and all landlords are directed to accept this Interim Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Store Closings and the sale of Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement), including, without limitation, to conduct and advertise the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) in the manner contemplated by and in accordance with this Interim Order, the Store Closing Procedures, and the Consulting Agreements.

11. The Debtors and the Consultant are hereby authorized to take such actions as may be necessary and appropriate to conduct the Store Closings without necessity of further order of this Court as provided in this Interim Order, the Store Closing Procedures, and the Consulting Agreements, including, but not limited to, advertising the sale as a “store closing sale,” “sale on everything,” “everything must go,” or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers, and street signage; *provided, however*, that only Debtor-approved terminology will be used at each Closing Store in connection with the Store Closings.

12. Pursuant to the U.S. Consulting Agreement, and subject to the Debtors’ prior written approval, the Consultant is authorized to supplement the Merchandise in the Closing Stores with Additional Consultant Goods pursuant to the Debtors’ prior written approval of a plan with respect to the placement and sale of such Additional Consultant Goods, and provided that any such supplementing with Additional Consultant Goods must be of like kind and no lesser quality than goods sold in the Closing Stores prior to the Petition Date. Sales of Additional Consultant Goods

shall be run through the Debtors' cash register systems; provided, however, that the Consultant shall mark the Additional Consultant Goods using either a "dummy" SKU or department number or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise.

13. Pursuant to the U.S. Consulting Agreement, all transactions relating to the Additional Consultant Goods are, shall be construed as, and are acknowledged by the Debtors to be, a true consignment from Consultant to the Debtors under Article 9 of the Uniform Commercial Code in effect in the State of Delaware (the "*UCC*") and not a consignment for security purposes. At all times and for all purposes, the Additional Consultant Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity (including, without limitation, the Debtors, or any third person claiming a security interest in the Debtors' property, including any of the Debtors' secured lenders) shall have any claim against any of the Additional Consultant Goods or the proceeds thereof. The Additional Consultant Goods shall at all times remain subject to the exclusive control of the Consultant. Pursuant to the U.S. Consulting Agreement, and to the extent necessary, Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds.

14. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement), to the extent that, prior to the Final Hearing (as defined below), disputes arise during the course of such sale regarding laws regulating the use of sign-walkers, banners, or other advertising and the Debtors are unable to resolve the matter consensually, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable,

be scheduled initially no later than the earlier of (a) the Final Hearing (as defined below), or (b) within two (2) business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

15. The sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings (including the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement)), abandonment of assets, or “going dark” provisions, and such provisions shall not be enforceable in conjunction with the Store Closings. Breach of any such provisions in these Chapter 11 Cases in conjunction with the Store Closings shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings are conducted in accordance with the terms of this Interim Order and the applicable Store Closing Procedures. Subject to the approval of Debtors’ secured lenders, including the Ad Hoc Group of Crossover Lenders and the Ad Hoc FILO Term Lender Group, which approval shall not be unreasonably withheld, the Debtors and/or the Consultant are authorized to enter into agreements with landlords of the Closing Stores (“*Side Letters*”) between themselves modifying the Store Closing Procedures without further order of the Court and such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords. In the event of any conflict between the Store Closing Procedures, the Consulting Agreements, this Interim Order and any Side Letter, the terms of such Side Letter shall control. The Expense Budget attached to each of the Consulting Agreements may only be modified according to the procedures provided by the respective Consulting Agreements

and after consultation with counsel to the Ad Hoc Group of Crossover Lenders and counsel to the Ad Hoc FILO Term Lender Group.

16. Except as expressly provided for herein or in the Store Closing Procedures, and except with respect to any Governmental Unit (as to which paragraphs 27 and 28 shall apply) no person or entity, including, but not limited to, any landlord, licensor, service provider, utility, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closings or the sale of the Merchandise, FF&E, or Additional Consultant Goods (with respect to the U.S. Consulting Agreement), or the advertising and promotion (including the posting of signs and exterior banners or the use of signwalkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service provider, utility, and creditor and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than this Court) or administrative body seeking an order or judgment against, among others, the Debtors, or the landlords at the Closing Stores that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closings or other liquidation sales at the Closing Stores.

17. In accordance with and subject to the terms and conditions of the Consulting Agreements, the Consultant shall have the right to use the Closing Stores and all related Closing Store services, furniture, fixtures, equipment, and other assets of the Debtors for the purpose of conducting the Store Closings, free of any interference from any entity or person, subject to compliance with the applicable Store Closing Procedures and this Interim Order.

18. All sales of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) shall be “as is” and final. Returns related to the purchase of Store Assets shall not be accepted at stores that are not participating in the Store Closings. However, as to the Closing Stores, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.”

19. The Consultant shall accept the Debtors’ validly-issued gift certificates and gift cards that were issued by the Debtors before the commencement of the Store Closings in accordance with the Debtors’ gift certificate and gift card policies and procedures as they existed on the Petition Date, and accept returns of merchandise sold by the Debtors before the commencement of the Store Closings for the first thirty (30) days of the Store Closings, provided that such returns are otherwise in compliance with the Debtors’ return policies in effect as of the Petition Date.

20. Nothing in this Interim Order authorizes the Debtors to lease, sell, or otherwise transfer to Consultant, or any other party, the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual’s first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number (the “*PII*”) of any customers unless such sale or transfer or lease is permitted by the Debtors’ privacy policy and state or federal privacy and/or identity theft prevention laws and rules (collectively, the “*Applicable Privacy Laws*”).

21. The Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors' hardware, software, computers or cash registers or similar equipment which are to be sold, donated, transferred, abandoned or otherwise disposed of so as to render the PII unreadable or undecipherable. At the conclusion of the Store Closings, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased, or otherwise modified to render the PII unreadable or undecipherable.

22. The Consultant shall accept return of any goods that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, provided that the consumer must return the merchandise within the time period proscribed by the Debtors' return policy that was in effect when the merchandise was purchased, the consumer must provide a receipt, and the asserted defect must in fact be a "latent" defect, which goods shall be considered returned Merchandise, and to the extent counted as Merchandise shall be re-characterized as excluded defective Merchandise.

23. The Consultant shall not be liable for sales taxes except with respect to the Additional Consultant Goods (with respect to the U.S. Consulting Agreement), and as expressly provided in the Consulting Agreements, and the payment of any and all sales taxes is the responsibility of the Debtors, subject to Consultant's obligation to collect and remit the sales taxes attributable to the sale of Additional Consultant Goods pursuant to the U.S. Consulting Agreement. The Debtors are directed to remit all taxes arising from the Store Closings to the applicable Governmental Units as and when due; *provided* that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance

of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. This Interim Order does not enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

24. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell Store Assets—and all sales of Store Assets whether by the Consultant or the Debtors, shall be—free and clear of any and all of any liens, claims, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights, and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “*Encumbrances*”); as provided for herein because in each case, one or more of the standards set forth in section 363(f)(1)–(5) has been satisfied; *provided, however*, that any such Encumbrances shall attach to the proceeds of the sale of the Merchandise and the FF&E with the same validity, in the amount, with the same priority as, and to the same extent that any

such Encumbrances have with respect to the Merchandise and the FF&E, subject to any claims and defenses that any party may possess with respect thereto and subject to the Consultant's fees and expenses (as provided in the Consulting Agreements).

25. No FF&E sold or abandoned by the Debtors will contain personal and/or confidential information about the Debtors' employees and/or customers.

26. The Debtors are authorized and empowered to transfer Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) among, and into, the Closing Stores.

### **III. DISPUTE RESOLUTION PROCEDURES WITH GOVERNMENTAL UNITS.**

27. Nothing in this Interim Order or the Store Closing Procedures releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order or the Store Closing Procedures shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Store Closings shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, "**General Laws**"). Nothing in this Interim Order, the Consulting Agreements, or the Store Closing Procedures, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(27) of the

Bankruptcy Code) from enforcing General Laws, subject to the Debtors' rights to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Interim Order. Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

28. To the extent that the sale of Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) is subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, or rule, or licensing requirement directed at regulating "going out of business," "store closing," similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non- deceptive, customary advertising such as signs, banners, posting of signage, and use of sign- walkers solely in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement), the Dispute Resolution Procedures in this section shall apply:

- a. Provided that the Store Closings are conducted in accordance with the terms of the Interim Order or the Final Order, as applicable, and the applicable Store Closing Procedures, and in light of the provisions in the laws of many Governmental Units (as defined in the Bankruptcy Code) that exempt court-ordered sales from their provisions, the Debtors will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closings in accordance with the terms of the Interim Order or the Final Order, as applicable, and the applicable Store Closing Procedures without the necessity of further showing compliance with any such Liquidation Sale Laws.
- b. Within three business days after entry of the Interim Order, the Debtors will serve by email, facsimile, or first-class mail, copies of the Interim Order, the proposed Final Order and the Store Closing Procedures on the following: (i) the landlords for

the Closing Stores; (ii) the Attorney General’s office for each state in which the Store Closings are being held; (iii) the county consumer protection agency or similar agency for each county in which the Store Closings are being held; (iv) the division of consumer protection for each state in which the Store Closings are being held; and (v) the chief legal counsel for each local jurisdiction in which the Store Closings are being held (collectively, the “*Dispute Notice Parties*”).

- c. With respect to any additional Closing Stores, within three business days after Court authorization to close additional stores (each, an “*Additional Closing Store List*”), the Debtors will serve by email, facsimile, or first-class mail, copies of the Interim Order or Final Order, as applicable, and the Store Closing Procedures on the Dispute Notice Parties. To the extent that there is a dispute arising from or relating to the Store Closings, the Interim Order, the proposed Final Order, or the Store Closing Procedures, as applicable, which dispute relates to any Liquidation Sale Laws (a “*Reserved Dispute*”), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of the Interim Order or service of any Additional Closing Store List, as applicable, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the “*Dispute Notice*”) explaining the nature of the dispute to: (a) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com) and Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com); (b) the U.S. Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leafy@usdoj.gov); (c) counsel to the DIP Term Agent, Dorsey & Whitney LLP, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Erin E. Trigg and Samuel S. Kohn (trigg.erin@dorsey.com and kohn.samuel@dorsey.com); (d) counsel to the Ad Hoc Group of Crossover Lenders, Milbank LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067, Attn: Mark Shinderman (mshinderman@milbank.com) and Daniel B. Denny (ddenny@milbank.com); (e) counsel to the DIP ABL FILO Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); (f) counsel to the Ad Hoc FILO Term Lender Group, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (g) the indenture trustee for the Debtors’ prepetition convertible notes, The Bank of New York Mellon Trust Company, N.A., 525 William Penn Place, 38th Floor, Pittsburgh, PA 15259, Attn: Corporate Trust Administration and BNY Mellon Corporate Trust, US Corporate Client Service Management, 500 Ross Street, 12th Floor, Pittsburgh, PA 15262, Attn: Mindy M.

Wrzesinski (Melinda.m.wrzesinski@bnymellon.com); (h) lead counsel to the Consultant, Tiger Capital Group, 60 State Street, 11<sup>th</sup> Floor, Boston, MA 02109, Attn: Mark P. Naughton (MNaughton@tigergroup.com); (i) counsel to any statutory committee appointed in these Chapter 11 Cases; and (j) landlords of the property affected by the Reserved Dispute. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the Dispute Notice, the Governmental Unit may file a motion with the Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “*Dispute Resolution Motion*”).

- d. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (i) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (ii) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order or to limit or interfere with the Debtors’ ability to conduct or to continue to conduct the Store Closings pursuant to the Interim Order or the Final Order, absent further order of the Court. Upon the entry of the Interim Order or the Final Order, as applicable, the Court grants authority for the Debtors to conduct the Store Closings pursuant to the terms of the Interim Order or the Final Order, as applicable, the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- e. If, at any time, a dispute arises between the Debtors and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (c) and (d) above by serving a notice to the other party and proceeding thereunder in accordance with those subparagraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

29. Subject to paragraphs 27 and 28 above, each and every federal, state, or local agency, departmental unit, or Governmental Unit with regulatory authority over the Store Closings, and all newspapers and other advertising media in which the Store Closings are advertised shall consider this Interim Order as binding authority that no further approval, license, or permit of any

Governmental Unit shall be required, nor shall the Debtors be required, to post any bond, to conduct the Store Closings.

30. Within three business days of this Interim Order, the Debtors shall serve copies of this Interim Order and the Store Closing Procedures via e-mail, facsimile, or regular mail, on: (a) the United States Trustee for the District of Delaware; (b) counsel for the agent for the Debtors' postpetition financing facility; (c) counsel to the Ad Hoc Group of Crossover Lenders; (d) counsel to the Ad Hoc FILO Term Lender Group; (e) counsel to the agent under the Debtors' secured term and asset-based financing facilities; (f) the indenture trustee for the Debtors' prepetition convertible notes; (g) the parties included on the Debtors' consolidated list of thirty (30) largest unsecured creditors; (h) the United States Attorney's Office for the District of Delaware; (i) the attorneys general for all 50 states and the District of Columbia; (j) the United States Department of Justice; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; (m) the United States Drug Enforcement Agency; (n) the United States Food and Drug Administration; (o) all parties who are known by the Debtors to assert liens against the Merchandise and the FF&E; (p) all state attorneys general in which the Merchandise and the FF&E are located; (q) municipalities in which the Merchandise and the FF&E are located; (r) all of the counterparties to the Debtors' real property leases; (s) all applicable state and consumer protection agencies; and (t) all parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

#### **IV. EFFECTIVENESS OF THE CONSULTING AGREEMENTS.**

31. The Consulting Agreements are operative and effective on an interim basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreements, including, without limitation, reimbursing all expenses to the Consultant as required by the Consulting Agreements without the need for any application of the Consultant or a further

order of the Court. For avoidance of doubt, the Debtors are also authorized to fund the Expense Budgets in accordance with the terms of each of the Consulting Agreements.

32. Subject to the restrictions set forth in this Interim Order and the applicable Store Closing Procedures, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreements and the Store Closings, and each of the transactions contemplated by the Consulting Agreements, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreements and the Store Closings prior to the date hereof, are hereby approved and ratified. The failure to specifically include any particular provision of the Consulting Agreements in this Interim Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreements and all of their provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Interim Order.

33. Notwithstanding anything to the contrary in the Consulting Agreements, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of any act or omission by the Consultant constituting fraud, gross negligence, or willful misconduct.

34. To the extent that the Debtors seek to conduct Store Closings at any location not identified as a Closing Store on **Exhibit 2** attached hereto (each an “***Additional Closing Store***”), the Debtors shall (a) first consult with the DIP Term Agent and the DIP ABL FILO Agent, and use commercially reasonable efforts to consult with the Ad Hoc Group of Crossover Lenders and the Ad Hoc FILO Term Lender Group, (b) file an Additional Closing Store List, and (c) serve a notice of their intent to conduct Store Closings at those locations on the Additional Closing Store landlords and their counsel (if known), counsel to the Ad Hoc Group of Crossover Lenders,

counsel to the Ad Hoc FILO Term Lender Group, and applicable governmental units by email (to the extent available to the Debtors) or by overnight mail. The Additional Closing Store landlords shall have seven (7) days after service of the applicable Additional Closing Store List to object to the application of this Interim Order to their store locations. If no timely objections are filed with respect to the application of this Interim Order to any store locations identified on any Additional Closing Store List, then the Debtors shall be authorized, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to conduct Store Closings at such store locations in accordance with this Interim Order, the applicable Store Closing Procedures, the Consultant Agreement, and any Side Letter. If any objections are filed with respect to the application of this Interim Order to any store locations identified on any Additional Closing Store List and such objections are not resolved, the objections and the application of this Interim Order to any affected store locations shall be considered by the Court at the next regularly scheduled omnibus hearing.

35. On a confidential basis and for professionals' "eyes only" and upon the written (including email) request of the U.S. Trustee, the agent for the Debtors' postpetition financing facility, the Ad Hoc Group of Crossover Lenders, the agent under the Debtors' secured term and asset-based financing facilities, the Ad Hoc FILO Term Lender Group, the indenture trustee for the Debtors' prepetition convertible notes, or the committee of unsecured creditors, if any, the Debtors shall provide such requesting party, if any, with copies of periodic reports concerning the Store Closings that are prepared by the Debtors, their professionals or the Consultant, provided, however, that the foregoing shall not require the Debtors, their professionals, or the Consultant to prepare or undertake to prepare any additional or new reporting not otherwise being prepared by the Debtors, their professionals, or the Consultant in connection with the Store Closings.

**V. OTHER PROVISIONS.**

36. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against Consultant, in each case, other than as expressly provided for in the Consulting Agreements.

37. The Debtors shall not be required to comply with any state or local law requiring that the Debtors pay an employee substantially contemporaneously with his or her termination; *provided, however*, that the Debtors shall pay any accrued wages to terminated employees as expeditiously as possible.

38. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code (other than the Consulting Agreements); or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

39. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Interim Order shall be deemed an admission as to the validity of any underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

40. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Interim Order shall be effective and enforceable immediately upon entry hereof.

41. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

42. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

43. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

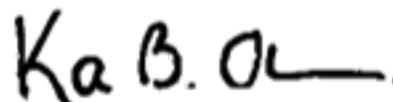
44. A hearing to consider entry of an order granting the Motion on a final basis (the "**Final Hearing**") shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and

(ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52<sup>nd</sup> Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: triggerin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords for protection from interference with the Store Closings, (c) any other disputes related to the Store Closings, and (d) protection of the Debtors against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any

action against the Debtors, the landlords, or the Store Closings until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

**Dated: June 25th, 2020**  
**Wilmington, Delaware**

Handwritten signature of Karen B. Owens in black ink.

**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**EXHIBIT 1**

**Store Closing Procedures**

### **U.S. Store Closing Procedures<sup>1</sup>**

1. These U.S. Store Closing Procedures shall control the Store Closings in the United States.
2. The Store Closings shall be conducted so that the stores in which Store Closings are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
3. The Store Closings shall be conducted in accordance with applicable state and local “Blue Laws,” where applicable, so that no Store Closing shall be conducted on Sunday unless the Debtors had been operating such Closing Stores on a Sunday prior to the commencement of the Store Closings.
4. On “shopping center” property, the Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Consultant may solicit customers in the Closing Stores themselves. On “shopping center” property, the Consultant shall not use any flashing lights or amplified sound to advertise the Store Closings or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
5. At the conclusion of the Store Closings, the Consultant shall, subject to the Consulting Agreements, vacate the Closing Stores in broom clean condition; *provided* that Consultant may abandon any FF&E not sold in the Store Closings at the conclusion of the Store Closings, without cost or liability of any kind to the Consultant. The Debtors will have the option to remove the FF&E at their own cost prior to the termination date. Subject to a separately filed rejection motion, any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned by the Debtors, and the landlord may use or dispose of the same as the landlord chooses without any further notice or liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Debtors. For the avoidance of doubt, as of the Sale Termination Date, the Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.
6. The Consultant and the Debtors may advertise each Store Closing as a “store closing,” “sale on everything,” “everything must go,” or similar themed sale, and to the extent permitted in the Interim Order or Final Order, as applicable, “going out of business”. The Consultant and the Debtors may also have “countdown to closing” signs prominently displayed in a manner consistent with these Store Closing Procedures. All signs, banners, ads and other advertising collateral, promotions, and campaigns will be approved by the Debtors in accordance with these Store Closing Procedures.

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<sup>1</sup> Capitalized terms used but not defined in these U.S. Store Closing Procedures have the meanings given to them in the Interim Order to which these U.S. Store Closing Procedures are attached as **Exhibit 1** or the Motion to which the Interim Order is attached as **Exhibit A**, as applicable.

7. The Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closings; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Debtors and the Consultant shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (i) non-enclosed mall stores and (ii) enclosed mall stores to the extent the entrance to the applicable store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Store Closings are being conducted only at the affected Closing Stores, and shall not be wider than the storefront of the Closing Stores. In addition, the Debtors and the Consultant shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Interim Order or Final Order, as applicable. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

8. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to the effect that “all sales are final.”

9. Except with respect to the hanging of exterior banners, the Consultant shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.

10. The Consultant shall not make any alterations to interior or exterior Closing Stores’ lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Store Closings. The hanging of exterior banners or in-store signage and banners shall not constitute an alteration to a Closing Store.

11. The Consultant shall keep Closing Stores’ premises and surrounding areas clean and orderly consistent with present practices.

12. Subject to the provisions of the Consulting Agreements, the Consultant shall have the right to use and sell all FF&E. The Consultant may advertise the sale of the FF&E in a manner consistent with these guidelines. The purchasers of any FF&E sold during the Store Closings shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided, however* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Stores in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the Consultant may abandon, in place and without further responsibility, any FF&E.

13. At the conclusion of the Store Closings at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores’ premises as set forth in the applicable leases. The Debtors, the Consultant, and their representatives and agents shall continue to have access to the Closing Stores as provided for in the Consulting Agreements.

14. The rights of landlords against the Debtors for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease.

15. If and to the extent that the landlord of any Closing Store affected hereby contends that the Debtors or the Consultant is in breach of or default under these Store Closing Procedures, such landlord shall email or deliver written notice by overnight delivery to the Debtors, the Ad Hoc Group of Crossover Lenders, the Ad Hoc FILO Term Lender Group, and the Consultant as follows:

If to the Debtors:

300 Sixth Avenue,  
Pittsburgh, Pennsylvania 15222  
Attn: Amy Nathan

with copies (which shall not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP  
Rodney Square, 1000 North King Street  
Wilmington, DE 19801  
Attn: Michael R. Nestor & Kara Hammond Coyle

-and-

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attn: Richard A. Levy & Caroline A. Reckler

If to the Ad Hoc Group of Crossover Lenders:

Milbank LLP  
2029 Century Park East, 33rd Floor  
Los Angeles, CA 90067  
Attn: Mark Shinderman & Daniel B. Denny

If to the Ad Hoc FILO Term Lender Group:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attn: Andrew Rosenberg & Jacob Adlerstein

If to the Consultant:

Tiger Capital Group  
60 State Street, 11<sup>th</sup> Floor

Boston, MA 02109  
Attn: Mark P. Naughton

with copies (which shall not constitute notice) to:

Great American Group, LLC  
21255 Burbank Blvd., Suite 400  
Woodland Hills, CA 91367  
Attn: Scott K. Carpenter and Marina Fineman

If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than five (5) days' written notice to the other party, served by email or overnight delivery.

**Canadian Store Closing Procedures<sup>2</sup>**

These Canadian Store Closing Procedures shall control the Store Closings in Canada. Each of the U.S. Store Closing Procedures and the Canadian Sale Guidelines are incorporated by reference herein, as described herein.

The Canadian Store Closing Procedures shall be conducted pursuant to the U.S. Store Closing Procedures and the Canadian Sale Guidelines (attached as Exhibit A hereto), as each may be modified hereby; provided, however, that in the event of a conflict between the terms of the U.S. Store Closing Procedures and the terms of the Canadian Sale Guidelines, the terms of the Canadian Sale Guidelines shall control.

If and to the extent that the landlord of any Closing Store in Canada affected hereby contends that the Debtors or the Consultant is in breach of or default under these Canadian Store Closing Procedures, such landlord shall email or deliver written notice by overnight delivery to the Debtors, the Ad Hoc Group of Crossover Lenders, the Ad Hoc FILO Term Lender Group, and the Consultant as follows:

If to the Debtors:

300 Sixth Avenue,  
Pittsburgh, Pennsylvania 15222  
Attn: Amy Nathan

with copies (which shall not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP  
Rodney Square, 1000 North King Street  
Wilmington, DE 19801  
Attn: Michael R. Nestor & Kara Hammond Coyle

-and-

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attn: Richard A. Levy & Caroline A. Reckler

-and-

Torys LLP  
79 Wellington St. W., 30th Floor  
Box 270, TD South Tower

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<sup>2</sup> Capitalized terms used but not defined in these Canadian Store Closing Procedures have the meanings given to them in the Interim Order to which these Canadian Store Closing Procedures are attached as **Exhibit 1** or the Motion to which the Interim Order is attached as **Exhibit A**, as applicable.

Toronto, ON M5K 1N2  
Attn: Scott A. Bomhof & Adam M. Slavens

If to the Ad Hoc Group of Crossover Lenders:

Milbank LLP  
2029 Century Park East, 33rd Floor  
Los Angeles, CA 90067  
Attn: Mark Shinderman & Daniel B. Denny

-and-

Cassels Brock & Blackwell LLP  
Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON Canada M5H 3C2 Canada  
Attn: R. Shayne Kukulowicz & Ryan C. Jacobs

If to the Ad Hoc FILO Term Lender Group:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attn: Andrew Rosenberg & Jacob Adlerstein

If to the Consultant:

Tiger Capital Group  
60 State Street, 11<sup>th</sup> Floor  
Boston, MA 02109  
Attn: Mark P. Naughton

with copies (which shall not constitute notice) to:

Great American Group, LLC  
21255 Burbank Blvd., Suite 400  
Woodland Hills, CA 91367  
Attn: Scott K. Carpenter and Marina Fineman

If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than five (5) days' written notice to the other party, served by email or overnight delivery.

## Exhibit A

### Canadian Sale Guidelines

The following procedures shall apply to the Sale to be conducted at the Stores of General Nutrition Centres Company (the “**Merchant**”). All terms not herein defined shall have the meaning set forth in the Consulting Agreement by and between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (collectively with their respective U.S. affiliates, the “**Consultant**”) and the Merchant dated as of June 18, 2020 (the “**Consulting Agreement**”).

1. Except as otherwise expressly set out herein, and subject to: (i) the orders granted or issued in the Merchant’s bankruptcy case (the “**Bankruptcy Case**”) in the United States of America under Chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) and the Merchant’s ancillary proceedings (the “**CCAA Proceedings**”) in Canada under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (individually, an “**Order**”, and, collectively, the “**Orders**”); or (ii) any subsequent written agreement between the Merchant and the applicable landlord(s) (individually, a “**Landlord**” and, collectively, the “**Landlords**”) and approved by each of the Consultant and Information Officer in writing, or (iii) as otherwise set forth herein, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements to which the affected Landlords are privy for each of the affected Stores (individually, a “**Lease**” and, collectively, the “**Leases**”). However, nothing contained herein shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Stores remains open during its normal hours of operation provided for in its respective Lease until the respective Sale Termination Date for such Store. The Sale at the Stores shall end by no later than the Sale Termination Date. Rent payable under the respective Leases shall be paid in accordance with the terms of the Orders, as applicable.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as an “everything on sale”, an “everything must go”, a “store closing” or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a “bankruptcy”, a “going out of business” or a “liquidation” sale it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon written request from a Landlord, the Landlord’s counsel, the Merchant or the Information Officer, the Consultant shall provide the proposed signage packages along with the proposed dimensions and number of signs (as approved by the

Merchant pursuant to the Consulting Agreement) by e-mail to such Landlord(s) or to their counsel of record and the Information Officer. Where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow or handwritten signage (unless otherwise contained in the sign package, including “you pay” or “topper” signs). In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Stores with a separate entrance from the exterior of the enclosed mall, provided, however, that where such banners are not explicitly permitted by the applicable Lease and the Landlord requests in writing that the banners are not to be used, no banners shall be used absent further Order of the Court. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the façade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant. If a Landlord is concerned with “store closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Consultant and the Landlord will discuss the Landlord’s concerns and work to resolve the dispute.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Store.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final”.
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord, and no advertising trucks shall be used on a Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or agreed to by the Landlord.
9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are materially in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E which for clarity is owned by the Merchant) may be removed without the applicable Landlord's written consent unless

otherwise provided by the applicable Lease. Any fixtures or personal property left in a Store after the Sale Termination Date in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.

10. Subject to the terms of paragraph 9 above, the Consultant may sell Offered FF&E which is located in the Stores during the Sale. The Merchant and the Consultant may advertise the sale of Offered FF&E consistent with these guidelines on the understanding that any applicable Landlord may require that such signs be placed in discreet locations acceptable to the applicable Landlord, acting reasonably. Additionally, the purchasers of any Offered FF&E sold during the Sale shall only be permitted to remove the Offered FF&E either through the back shipping areas designated by the applicable Landlord, or through other areas after regular store business hours, or through the front door of the Store during store business hours if the Offered FF&E can fit in a shopping bag, with applicable Landlord's supervision as required by the applicable Landlord. The Consultant shall repair any damage to the Stores resulting from the removal of any Offered FF&E by Consultant or by third party purchasers of Offered FF&E from Consultant.
11. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove Offered FF&E from the Stores. The Merchant will arrange a walk through with each Landlord that requests a walk through with the Consultant to identify the Offered FF&E subject to the sale. The relevant Landlord shall be entitled to have a representative present in the Store to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or pursuant to the dispute resolution section of the Canadian Store Closing Procedures. If the Merchant has rejected the Lease governing such Store in accordance with the Bankruptcy Code, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for under the Bankruptcy Code), and the rejection of the Lease shall be without prejudice to the Merchant's or Consultant's claim to the FF&E in dispute.
12. If a rejection notice is delivered to a Landlord pursuant to the Bankruptcy Code while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of such rejection, the applicable Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant and the Consultant 24 hours' prior written notice; and (b) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.
13. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the applicable

Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

14. The Merchant and the Consultant shall not conduct any auctions of Merchandise or Offered FF&E at any of the Stores.
15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for the Consultant shall be Daniel Richer who may be reached by phone at 416-865-4445 or email at driche@fasken.com. Contact persons for the Merchant and the Information Officer are set out in the Canadian Store Closing Procedures. If the parties are unable to resolve the dispute between themselves, the notice and dispute sections of the Canadian Store Closing Procedures shall be followed by the parties. For the duration of any such dispute, the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending the determination of the matter by the Court; provided, for greater certainty, that if a banner has been hung in accordance with these Canadian Sale Guidelines and is thereafter the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of the dispute.
16. Nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
17. These Canadian Sale Guidelines may be amended by written agreement between the Merchant, the Consultant and any applicable Landlord (provided that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court).

**EXHIBIT 2**

**Closing Stores**

Loc Number	Location Name	Location Address	Location City	Location State / Province
4297	Hillside Shopping Centre	1644 Hillside Avenue	Victoria	BC
4232	Robson Streetfront	1126 Robson Street	Vancouver	BC
4193	Guildford Town Center	10355 152 St	Surrey	BC
4243	Kelowna Mall	2271 Harvey Ave	Kelowna	BC
4038	Smart Centres Central @ G	1825-4720 McClelland Road	Richmond	BC
4016	Scotia Plaza	40 King St West Box 108	Toronto	ON
4043	Sunridge Mall	2525-36Th Street Ne	Calgary	AB
4065	Market Mall	3625 Shaganappi Trail	Calgary	AB
4239	Deerfoot Mall	#107 951 64 Av Ne	Calgary	AB
4188	Harvest Pointe Sc	5233 Ellerslie Rd Sw	Edmonton	AB
4048	Halifax Shopping Center	7001 Mumford Road	Halifax	NS
4124	Carrefour Angrignon	7077 Newman Boulevard	Lasalle	PQ
4022	St. Laurent S.C.	1200 St Laurent Blvd	Ottawa	ON
4028	Cornwall Square	1 Water Street East	Cornwall	ON
4059	Northgate Square	489 Albert Street North	Regina	SK
4184	Oshawa Centre	419 King Street West	Oshawa	ON
4050	Markville Town Centre	5000 Hwy 7 East	Markham	ON
4127	Stone Road Mall	435 Stone Road West	Guelph	ON
4117	Vaughan Mills	1 Bass Pro Mills Dr	Vaughan	ON
4201	Shoppes On Queen West	601 Queen Street West	Toronto	ON
4090	Argyle Mall	332 Clarke Road	London	ON
4174	Walker Place	4140 Walker Rd	Windsor	ON
4072	Driftwood Mall	2751 Cliffe Ave	Courtenay	BC
4235	Coquitlam Centre	2929 Barnet Highway	Coquitlam	BC
4278	Village Green Centre	4900 27Th Street	Vernon	BC
4504	Woodgrove Centre	6631 Island Highway N	Nanaimo	BC
4061	Londonderry Mall	137Th Ave & 66Th St	Edmonton	AB
4170	Erin Ridge Power Centre	935 St.Albert Trail	St Albert	AB
4180	Manning Town Centre	15733 37 Street	Edmonton	AB
4183	The Quarry	20 Quarry Street East	Cochrane	AB
4191	York Station	275 Broadway St E	Yorkton	SK
4286	Southlands Crossing	1991 Strachan Rd	Medicine Hat	AB
4503	Deerfoot Meadows	840-8180 11Th Street Se	Calgary	AB
4177	Avalon Mall	48 Kenmount Rd	St. Johns	NL
4131	Yarmouth Mall	76 Starrs Road	Yarmouth	NS
4052	Place D'Orleans	110 Place D'Orleans Dr	Ottawa	ON
4008	Southhill Shopping Centre	9325 Yonge Street	Richmond Hill	ON
4086	Bridgeport Plaza	13/14-94 Bridgeport Rd Ea	Waterloo	ON
4162	Gladstone Queen West Reta	4 Gladstone Ave	Toronto	ON
4171	Smartcentres Vaughan	3604 Major Mackenzie Dr	Vaughan	ON
4181	Shops At Don Mills	1090 Don Mills Rd	Toronto	ON
4186	North Park Sc	1405 Lawrence Ave W	Toronto	ON
4196	Shoppers World Danforth	3003 Danforth Ave	Toronto	ON
4204	Smartcentres St. Catharin	420 Vansickle Road	St. Catharines	ON
4248	Crossroads	2625B Weston Road	North York	ON
4256	Rio Centre Oakville	478 Dundas Street West	Oakville	ON
4506	Smart Centres Bradford	547 Holland St West	Bradford	ON
4150	Sudbury S Shopping Center	2408 Long Lake Rd	Sudbury	ON
4198	Collingwood Centre	99 Balsam Street	Collingwood	ON
4206	Smartcentres St. Thomas	1063 Talbot Street	St. Thomas	ON
4032	Lougheed Mall	9855 Austin Ave	Burnaby	BC
4084	Haney Place Mall	149-11900 Haney Pl	Maple Ridge	BC
4234	Tamarack Centre	1500 Cranbrook St N.#115	Cranbrook	BC
4280	Capilano Mall	935 Marine Dr	N. Vancouver	BC
4199	Tsawwassen Mills	5000 Canoe Pass Way	Tsawwassen	BC
4267	Bankers Hall	315 8Th Avenue Sw Ste 345	Calgary	AB
4039	St. Vital Center	130-1225 St Mary'S Rd	Winnipeg	MB
4054	Kildonan Place	1555 Regent Ave West	Winnipeg	MB
4066	Cornwall Mall	2102-11Th Ave	Regina	SK
4283	Southcentre Mall	100 Anderson Rd. S.E.	Calgary	AB
4207	Outlet Collection Winnipe	555 Sterling Lyon Parkway	Winnipeg	MB
4208	Premium Outlet Collection	#1 Outlet Collection Way	Edmonton Airport	AB

Loc Number	Location Name	Location Address	Location City	Location State / Province
4067	Mayflower Mall	800 Grand Lake Road	Sydney	NS
4229	Regent Mall	1381 Regent Street	Fredericton	NB
4200	Colby Village	920 Cole Harbour Road	Dartmouth	NS
4159	Quartier Dix 30	8900 Blvd Leduc	Brossard	PQ
4192	Smartcentres Mascouche	117 Montee Masson	Mascouche	PQ
4179	Les Promenades Gatineau	1000 Blvd Maloney Quest	Gatineau	PQ
4185	Kemptville Colonnade Reta	304 Colonnade Dr	Kemptville	ON
4000	The Promenade Mall	1 Promenade Circle	Thorn Hill	ON
4017	Upper Canada Mall	17600 Yonge St	Newmarket	ON
4026	Burlington Mall	777 Guelph Line	Burlington	ON
4037	Eglinton Square S.C.	1431-1437 Victoria Park A	Toronto	ON
4075	Cloverdale Mall	250 The East Mall	Toronto	ON
4144	Georgetown Market Place	280 Guelph Street	Georgetown	ON
4189	Centerpoint Mall	6464 Younge St	Toronto	ON
4203	Yonge Sheppard Centre	4841 Yonge Street	Toronto	ON
4157	Riocan Marketplace	2181 Steele Ave West	Toronto	ON
4194	410 At Steeles	35 Resolution Dr	Brampton	ON
4287	Rio-Can Milton	1155 Maple Avenue	Milton	ON
4091	Heritage Place	1350 16Th Street East	Owen Sound	ON
4225	Lambton Mall	1380 London Road Unit33	Sarnia	ON
4263	White Oaks Mall	1105 Wellington Rd	London	ON
4270	Northgate Square	1500 Fisher St	North Bay	ON
4510	Station Mall	293 Bay Street	Sault Ste Marie	ON
4020	Intercity S/C	1000 Fort William Rd	Thunder Bay	ON
7467	330 5TH AVE	330 5Th Ave	New York	NY
1208	31 65 STEINWAY ST	31 65 Steinway St	Astoria	NY
3800	125 PARK AVENUE	125 Park Ave	New York	NY
9118	684 THIRD AVENUE	684 Third Avenue	New York	NY
1569	220 O'FARRELL ST	220 O'Farrell St	San Francisco	CA
2564	1034-1036 THIRD AVE	1034-1036 Third Ave	New York	NY
2479	HOLLYWOOD & HIGHLAND	6801 Hollywood Blvd	Los Angeles	CA
7621	159 COLUMBUS AVE	159 Columbus Ave	New York	NY
7123	BRATTLE SQUARE	One Brattle Square	Cambridge	MA
8841	349 NEWBURY STREET	349 Newbury St	Boston	MA
1324	70 S 69TH ST	70 S 69Th St	Upper Darby	PA
2384	812 DAVIS ST	812 Davis St	Evanston	IL
6247	QUEENS CENTER	90-15 Queens Boulevard	Elmhurst	NY
8523	FASHION SHOW MALL	3200 Las Vegas Blvd	Las Vegas	NV
5047	ROOSEVELT FIELD MALL	630 Old Country Road	Garden City	NY
1443	PHEASANT LANE MALL	310 Daniel Webster Highway	Nashua	NH
560	WESTFIELD BRANDON	356 Brandon Town Ctr Mall	Brandon	FL
360	DEPTFORD MALL	1750 Deptford Center Rd	Deptford	NJ
3079	STAMFORD TOWN CENTER	100 Greyrock Place	Stamford	CT
1220	WESTWOOD MALL	1754 West Michigan Ave	Jackson	MI
817	WESTFIELD ANNAPOLIS	1032 Annapolis Mall	Annapolis	MD
846	WHITE MARSH MALL	8200 Perry Hall Blvd.	Baltimore	MD
6273	PROVIDENCE PLACE MALL	54 Providence Place	Providence	RI
358	WESTLAND MALL	35000 W. Warren Road	Westland	MI
2956	BAYSHORE TOWNE CENTER	440 W Northshore Drive	Glendale	WI
5130	GURNEE MILLS	6170 W Grand Avenue	Gurnee	IL
3531	GLOUCESTER PREMIUM OUTLET	1125 S. Blackhorse Pike	Blackwood	NJ
1584	POTOMAC MILLS	2700 Potomac Mills Circle	Woodbridge	VA
366	CINCINNATI PREMIUM OUTLET	400 Premium Outlets Drive	Monroe	OH
88	TWIN CITIES PREMIUM OUTLE	3965 Eagan Outlets Pkwy	Eagan	MN
130	TANGER OUTLETS	400 South Wilson Road	Sunbury	OH
590	TANGER OUTLET - HWY 501	4635 Factory Stores Blvd	Myrtle Beach	SC
5333	TANGER OUTLETS SOUTHAVEN	5205 Airways Blvd	Southaven	MS
5920	PASEO COLORADO	300 E. Colorado Blvd	Pasadena	CA
2376	RIVERMARK VILLAGE	3935 Rivermark Plaza	Santa Clara	CA
7038	UNIVERSITY TC	140 University Tc	Sarasota	FL
5053	PHILIPS PLAZA	675 Sunrise Highway	Lynbrook	NY
8180	MARKETPLACE CENTER	1361 Covell Blvd	Davis	CA

Loc Number	Location Name	Location Address	Location City	Location State / Province
9283	CROSS KEYS COMMONS	3501 Rt 42	Turnersville	NJ
349	SHOPS AT NANUET	5107 Fashion Dr	Nanuet	NY
3474	CRANBERRY PLAZA	2991-J Cranberry Highway	East Wareham	MA
2644	EAST HANOVER SC	240 State Route 10	East Hanover	NJ
7121	SHOPS AT FALLEN TIMBERS	6832 Russell Road	Maumee	OH
5273	HERSHEY SQUARE S. C.	1138 Mae Street	Hummelstown	PA
7230	NORTH HILLS CENTRE	1144 Lonnie Abbott Blvd	Ada	OK
5574	HAMPTON VILLAGE CENTER	2771 South Rochester Rd	Rochester Hills	MI
6101	PARKSIDE SC	7800 John Davis Drive	Frankfort	KY
7781	875 SIXTH AVE	875 Avenue Of Americas	New York	NY
2927	1569 FLATBUSH AVENUE	1569 Flatbush Ave	Brooklyn	NY
4358	EIELSON AFB	Building 405 Broadway	Eielson	AK
9860	TYSENS PARK S/C	2722 Hylan Blvd	Staten Island	NY
5296	BRADLEE CENTER	3690 North King Street	Alexandria	VA
255	THE YARDS BOILERMAKER SHO	300 Tingey St Se	Washington	DC
5431	EL CERRITO PLAZA	230 El Cerrito Plaza	El Cerrito	CA
8759	CULVER CENTER	3810 Midway Avenue	Culver City	CA
1267	EAST HILLS VILLAGE	2671 Oswell Street	Bakersfield	CA
3389	SIMSBURY COMMONS	530 Bushy Hill Road	Simsbury	CT
9584	THE SHOWCASE AT INDIO	42425 C Jackson Street	Indio	CA
5150	PLAZA CAYEY	Pr 1 Km 55.2	Cayey	PR
6165	MONTVILLE COMMONS	2020 Norwich-New London T	Montville	CT
5219	SAN FELIPE PLAZA	1735 South Voss	Houston	TX
9028	VALLEY CENTRAL SC	44418 Valley Central Way	Lancaster	CA
8234	COLLEGE SQUARE	210 College Square	Newark	DE
311	WALMART PLAZA	656 New Haven Ave	Derby	CT
5085	WESTCLIFF PLAZA	1036 Irvine Ave	Newport Beach	CA
7354	KMART SHOPPING CENTER	3036 Route 35 South	Hazlet	NJ
2272	FOUNTAINS OF MIRAMAR	2933 Sw 160Th Ave	Miramar	FL
7421	JANTZEN BEACH HAYDEN ISLA	12152 N Pavilion Ave	Portland	OR
5463	BURBANK CROSSING	7929 S Harlem Avenue	Burbank	IL
5720	CORNERSTONE @ LAKE HEART	10524 Moss Park Rd	Orlando	FL
8866	CHERRY HILL SHOPPING CENT	462 Hempstead Turnpike	West Hempstead	NY
2416	EDGEWOOD TOWN CENTER	438-D E Edgewood Blvd	Lansing	MI
104	ORCHARD SC	208 S 72Nd Ave	Yakima	WA
5547	KENTLANDS SQUARE	251 Kentlands Boulevard	Gaithersburg	MD
9001	JACKSONVILLE PLAZA	2050 John Harden Drive	Jacksonville	AR
2025	OLD TOWN SQUARE	1237 North Clybourn Ave	Chicago	IL
5257	FIESTA TRAILS PLAZA	5238 Dezavala Road	San Antonio	TX
9673	ELMHURST CROSSING SHOPPIN	177 South Route 83	Elmhurst	IL
3504	BRENTWOOD PLAZA	8485 Winton Road	Cincinnati	OH
5190	HILLSBORO SHOPPING CENTER	649 Route 206 Door 8	Hillsborough	NJ
7000	BAYSHORE GARDENS	6028 14Th Street West	Bradenton	FL
2271	ROCHESTER CROSSING	160-162 Washington Street	Rochester	NH
7655	ORO VALLEY MARKETPLACE	2060 E Tangerine Road	Oro Valley	AZ
9801	SOUTHBRIDGE CROSSING	8082 Oak Carriage Court N	Shakopee	MN
2078	MASSILLON MARKET	38 Massillon Marketplace	Massillon	OH
2092	MERCHANTS PARK SHOPPING C	953 N Shepherd Dr	Houston	TX
5157	PLAZA SQUARE	667 Hamburg Turnpike	Wayne	NJ
2091	THE MARKET AT OAKLAND	3006 S Morgan's Pt Rd	Mt Pleasant	SC
977	VIERA MARKETCENTER	6729 Colonnade Ave	Viera	FL
5289	COMMONS AT ISSAQUAH	755 West Gilman Blvd.	Issaquah	WA
1292	PINEHURST SQUARE	1001 W Interstate Ave	Bismarck	ND
9513	TRENTON CROSSING	7600 N. 10Th St	Mcallen	TX
8557	PIERPOINT CENTRE	716 Venture Drive	Morgantown	WV
7207	GOLDEN GATE SHOPPING CTR	1513 Golden Gate Rd	Mayfield Heights	OH
833	SUSSEX PLAZA	22881 Sussex Highway	Seaford	DE
617	HEARTLAND VILLAGE SHOPPES	8411 Windfall Lane	Camby	IN
5585	BATTLEGROUND PLAZA	3724-H Battleground Ave	Greensboro	NC
7810	SHOPPES @ PARADISE KEY	4433 Commons Drive East	Destin	FL
1268	AMSTERDAM COMMONS	330 Amsterdam Commons	Amsterdam	NY
7959	BLUE RIDGE CROSSING	4173 Sterling Ave	Kansas City	MO

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8507	SUNSHINE SQUARE	546 East Woolbright Rd	Boynton Beach	FL
5160	WEST VOLUSIA REGIONAL S/C	2707 South Woodland	Deland	FL
1864	SHELBYVILLE SC	114 Lee Blvd	Shelbyville	IN
7323	HAVENDALE SQUARE	382 Havendale Square	Auburndale	FL
138	SHOPPES AT PRAIRIE RIDGE	9901 77Th Street	Pleasant Prairie	WI
24	BROOKDALE CORNER	5605 Xerxes Ave	Brooklyn Center	MN
9540	FRANCIS POINTE	106 Francis Lane	Beaver Dam	WI
1812	TRAMONTO MARKETPLACE S/C	3134 W. Carefree Hgwy	Phoenix	AZ
7388	MIDDLEBURG CROSSINGS	2640 Blanding Blvd	Middleburg	FL
5461	RIVER RUN SHOPPING CENTER	9929 Miramar Parkway	Miramar	FL
294	GRAVOIS BLUFFS	#35 Gravois Bluffs Plaza	Fenton	MO
3923	HICKORY FLAT VILLAGE	6175 Hickory Flat Highway	Canton	GA
7158	FRANKLIN CENTRE	915 B Hwy 321	Lenoir	TN
2023	OAK HOLLOW SQUARE	1589 Skeet Club Rd	High Point	NC
2861	CULVER RIDGE PLAZA	2255 East Ridge Rd	Rochester	NY
3618	EPHRATA MARKETPLACE	852 East Main Street	Ephrata	PA
2249	TUDOR SHOPS	975 Ne Rice Road	Lee'S Summit	MO
6812	OSWEGO PLAZA	140 State Rt 104	Oswego	NY
9124	BEAR VALLEY SHOPPING CENT	3100 South Sheridan Blvd	Denver	CO
8684	TRI STATE MALL	10 E Route 23 N	Montague	NJ
3989	MOANALUA SHOPPING CTR	930 Valkenburgh St	Honolulu	HI
1733	SOUTHERN CROSSING	10922 South Memorial Dr	Tulsa	OK
1722	VALLEY STATION	1268 South Us189	Heber	UT
9786	PINE TREE PLAZA	550 36Th Ave South West	Altoona	IA
6059	POPLAR CREEK PLAZA	305 Leonardwood Dr	Frankfort	KY
3678	THE PROMENADE	16255 N Scottsdale Rd	Scottsdale	AZ
8909	METRO JUNCTION	4894 Highway 18 West	Jackson	MS
7407	MCDONOUGH MARKETPLACE	117 Willow Lane	Mcdonough	GA
5608	TOWER PLAZA	1386 S Centerville Rd	Sturgis	MI
8637	BROOKDALE SQUARE	22351 Pontiac Trail	South Lyon	MI
1364	WHITNALL SQUARE	4698 S Whitnall Avenue	Milwaukee	WI
8771	MARKS SQUARE	4600 Mobile Highway #11	Pensacola	FL
8770	MIDTOWN SQUARE SHOPPING C	1573 Gause Boulevard	Slidell	LA
1999	UNIVERSITY COMMONS	1930 1St Capitol Drive	St Charles	MO
702	GAINES MARKETPLACE	1827 Marketplace Dr Se	Caledonia	MI
2827	MARKETPLACE S.C.	I-79 & Route 33	Weston	WV
1300	FOREST PLAZA WEST BLD 1	3207-B Forest Brook Rd	Lynchburg	VA
6138	TWIN OAKS CENTER	2001 5Th Street	Silvis	IL
1441	1882 3RD AVENUE	1882 3Rd Avenue	New York	NY
9656	3453 JEROME AVE	3453 Jerome Ave	Bronx	NY
1393	1609 WESTCHESTER AVE	1609 Westchester Ave	Bronx	NY
3841	5530 WALNUT STREET	5530 Walnut Street	Pittsburgh	PA
4340	CAMP PENDLETON (MINI)	15100 Camp Pendleton	Camp Pendleton	CA
4360	FORT BRAGG (82ND)	82Nd Abn Troop Store	Fort Bragg	NC
4335	SAN DIEGO NB (DOCKSIDE)	Naval Station	San Diego	CA
4430	LEMOORE NAS	Building #795	Lemore Nas	CA
4484	FORT BLISS (COMM CENTER)	Bldg 20752 Gulf Victory W	El Paso	TX
4354	MOUNTAIN HOME AFB	625 Gunfighter Ave	Mountain Home Afb	ID
4322	BARKSDALE AFB	455 Curtis Road	Barksdale Afb	LA
4323	FAIRCHILD AFB	Building 2465	Fairchild Afb	WA
4356	VANDENBERG AFB	Building 10400	Vandenberg Afb	CA
4363	FORT LEE (PXTRA)	Building 9025	Fort Lee	VA
4414	PATUXENT RIVER NAS	22099 Cuddihy Road	Patuxent River	MD
4456	LOS ANGELES AFB	483 N. Aviation Blvd	El Segundo	CA
4339	EDWARDS AFB	Abx Exchange	Edwards Afb	CA
4404	SEYMOUR JOHNSON AFB	1350 Edwards Street	Goldsboro	NC
4398	BELLE CHASE NAS JRB	400 Russell Ave	Belle Chasse	LA
4478	FORT BLISS (MINI)	13471 Sergeant Major Blvd	El Paso	TX
4418	HUNTER ARMY AIRFIELD	130 Haley Ave	Savannah	GA
4462	BEAUFORT MCAS	Building 1283 Giegor Ave	Beaufort	SC
4352	F.E. WARREN AFB	617 Missile Drive	Cheyenne	WY
4304	DOVER AFB	266 Galaxy Way	Dover Afb	DE

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4370	GULFPORT NCBC	Bldg. 470	Gulfport	MS
4435	PORTSMOUTH NAVAL HOSPITAL	Store 39/30 Bldg 3	Portsmouth	VA
4498	DYESS AFB	260 Commissary Road	Abilene	TX
4371	TYNDALL AFB	220 Mall Ln Ste 2	Tyndall Afb	FL
4497	PARRIS ISLAND MCRD	Building 406	Parris Island	SC
4361	EGLIN AFB (MINI)	4310 77Th Special Forces	Eglin Afb	FL
2328	CHULA VISTA CENTER	555 Broadway	Chula Vista	CA
2540	PEAR TREE SHOPPING CENTER	532 East Perkins Street	Ukiah	CA
1131	LOS ALTOS CENTER	5555 Stearns St	Long Beach	CA
5820	CLAYTON STATION	5435H Clayton Road	Clayton	CA
7155	66-69 FRESH POND RD	66-69 Fresh Pond Rd	Ridgewood	NY
7657	TIMBERHILLS S.C.	1067 Mono Way	Sonora	CA
6782	SHOPPES @ FOXCHASE	4651 Duke St	Alexandria	VA
1856	NAPA JUNCTION	6040 Main Street	American Canyon	CA
7690	MILL POND VILLAGE	380-Cs Egg Harbor Road	Sewell	NJ
7120	SOUTHPORT TOWN CENTER	2050 Town Center Plaza	West Sacramento	CA
3303	TRI CITY PLAZA	160 Tri City Road	Somersworth	NH
2707	THE PROMENADE AT BOLINGBR	639 E Boughton Rd	Bolingbrook	IL
5511	BEARDS HILL PLAZA	971 Beards Hill Road	Aberdeen	MD
6216	MEADOWVIEW SQUARE	2500 State Rte 59 Ste # 8	Kent	OH
1387	PLAZA PRADOS DEL SUR LOCA	Intersection Of State Rds	Santa Isabel	PR
51	THE SHOPPES AT CINNAMINSON	127 Route 130 South	Cinnaminson	NJ
652	CROSSING AT LISBON	193 River Road	Lisbon	CT
7895	LONDON GROVE VILLAGE	905 Gap Newport Pike	Avondale	PA
3031	PINE CREEK S.C.	716-A Freeman Lane	Grass Valley	CA
3945	FOOD FOR THOUGHT	45 Northern Boulevard	Greenvale	NY
1245	PENNISULA CROSSING	26670 Centerview Drive	Millsboro	DE
2893	TANTALLON CENTER	10729 Indian Highway	Fort Washington	MD
2797	MISSION PLAZA	1412 N. H Street Suite C	Lompoc	CA
3433	NORTH PROVIDENCE MARKET	11 Smithfield Road	North Providence	RI
3719	TWINSBURG TOWN CENTER	8934 Darrow Road	Twinsburg	OH
5051	NISQUALLY PLAZA	1010 Yelm Ave E	Yelm	WA
9360	ALDEN BRIDGE SHOPPING CEN	8000 Research Forest Driv	The Woodlands	TX
8984	PLAZA DEL OESTE	Ave Casto Perez #313	San German	PR
2327	BERLIN CIRCLE PLAZA	116 Walker Ave	West Berlin	NJ
3028	SHILOH CENTER	6400 Hembree Lane	Windsor	CA
1479	GREENPORT COMMONS	424 Fairview Ave	Hudson	NY
2254	NORTH HAVEN PAVILION	200 Universal Drive North	North Haven	CT
7802	ROMEOWILLE TOWNE CENTER	427 North Weber Road	Romeoville	IL
8360	SUFFOLK SHOPPING CENTER	4046 Nesconset Hghwy #1B	East Setauket	NY
7624	GIBBSTOWN S.C.	401 Harmony Road	Gibbstown	NJ
2474	MEADOW BROOK CROSSING	124 State Road 101A	Amherst	NH
6173	LEXINGTON STATION	3833 Lexington Avenue	Arden Hills	MN
6512	VILLAGE COMMONS AT WESLEY	5922 Weddington Monroe Rd	Wesley Chapel	NC
5387	DUNLAWTON SQUARE	3859 South Nova Road	Port Orange	FL
8531	NEWPORT NORTH SC	1280 Bison Avenue	Newport Beach	CA
5351	NEW HOPE CITY CENTER	4237 Winnetka Ave	New Hope	MN
2765	REYNOLDA MANOR	2828 Reynolda Rd Nw	Winston Salem	NC
6292	GEORGESVILLE SQUARE	1617 Georgesville Square	Columbus	OH
8710	SANTA FE SHOPPING CENTER	13505 South Mur-Len	Olathe	KS
5727	WINTER SPRINGS TC	1188 Cliff Rose Dr	Winter Springs	FL
7322	BATTLE GROUND MARKET CTR	2210W Main Streetsuite113	Battle Ground	WA
9859	SHERWOOD MARKET CENTER	16008 Sw Tualatin-Sherwoo	Sherwood	OR
6237	THE VILLAGE IN BLAINE	4335 Pheasant Ridge Dr	Blaine	MN
1368	MONROE PLAZA	19817 State Route 2	Monroe	WA
7445	DANIEL'S CROSSING S/C	6900 Daniels Parkway	Fort Myers	FL
5482	CORALWOOD MALL	2301 Del Prado Blvd H-6	Cape Coral	FL
5573	COLLEGE PARK SHOPPING CTR	3455 West 86Th Street	Indianapolis	IN
6524	NORTH MOUNTAIN VILLAGE	3431 W Thunderbird Rd	Phoenix	AZ
5855	YAKIMA 40TH AVE S.C	1300 N. 40Th Ave.	Yakima	WA
5567	SHOPS AT MALTA	15 Kendall Way	Malta	NY
9341	SAWGRASS PROMENADE	1335 South Military Trai	Deerfield Beach	FL

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6316	WATERBURY PLAZA	152 Chase Ave	Waterbury	CT
2647	WARETOWN TOWN CENTER	501 Route 9 Suite 300	Waretown	NJ
5307	PENN HILLS CENTER	28 Federal Drive	Penn Hills	PA
2670	SAM HOUSTON TC	12709 Interstate Hwy 45 N	Willis	TX
2094	PARADISE SHOPPES OF SUMME	1585 Central Ave	Summerville	SC
322	BROOKDALE SHOPPING CENTER	9651-100 Brookdale Drive	Charlotte	NC
7428	SETH CHILD COMMONS	830 Commons Place	Manhattan	KS
184	PALOMAR PLAZA	961 Palomar Airport Rd	Carlsbad	CA
1865	ANTIOCH CROSSING S/C	417 E II Rte 173	Antioch	IL
5460	KMART PLAZA EAST	4445 Buffalo Road	Erie	PA
3583	GIG HARBOR NORTH	11430 51st Ave Nw	Gig Harbor	WA
8831	SIGNAL MT VILLAGE SC	541 Signal Mountain Rd -	Chattanooga	TN
2336	OTTER CREEK S.C.	248 S. Randall Road	Elgin	IL
1376	SHOPRITE SHOPPING CENTER	360 Connecticut Ave	Norwalk	CT
6064	SUWANNEE PLAZA	6824 Suwannee Plaza Ln	Live Oak	FL
8364	WHEATLAND MARKET PLACE	3108 S. Route 59	Naperville	IL
1575	TORRINGTON COMMONS	225 High Street	Torrington	CT
7619	SPRINGS VILLAGE S.C.	3953 S. State Hwy 97	Sand Springs	OK
8401	KNOX VILLAGE SQUARE	1504-B Coshacton Ave	Mt. Vernon	OH
7348	DESERT MOUNTAIN PLAZA	4650 Woodrow Bean	El Paso	TX
5171	NORTHWEST PROMENADE	6737 Manatee Ave W	Bradenton	FL
7282	PARKWAY PLAZA	285 Cumberland Pkwy	Mechanicsburg	PA
3779	WAHIAWA TOWN CENTER	935 California Avenue	Wahiawa	HI
6882	OZARK TOWN CENTER 1	1721 S 20Th St	Ozark	MO
2406	SURPRISE LAKE SQUARE	900 East Meridian #22	Milton	WA
5885	POKEGAMA ROAD	2046 S Pokegama Ave	Grand Rapids	MN
9190	WAYNE AVENUE PLAZA	949 Wayne Avenue	Chambersburg	PA
2166	NEWPORT COAST PLAZA	21151 Newport Coast Dr	Newport Beach	CA
7636	COBB PARKWAY SC	2774 N Cobb Parkway	Kennesaw	GA
1873	OVERLAND PLAZA	9126 Page Avenue	Overland	MO
3926	NORWALK KORNNERS S.C.	201 Milan Avenue	Norwalk	OH
5537	NORTHWOOD PLAZA	1966 Northwood Plaza	Franklin	IN
5430	TRAIL PLAZA	1056 S.W. 67Th Ave	Miami	FL
1045	SHOREGATE S.C.	30010 Lakeshore Avenue	Willowick	OH
2236	BROOKGATE SHOPPING CENTER	5773 Smith Road	Brook Park	OH
7672	FOUNTAIN OAKS SC	4920 Roswell Rd	Atlanta	GA
9097	BLOOMFIELD AVENUE SHOPPES	6089 Haggerty Road	West Bloomfield	MI
8051	EDGEWOOD TOWN CENTER	1725 South Braddock Ave	Pittsburgh	PA
8611	WEST SHORE PLAZA	1831 Sherman Blvd	Muskegon	MI
1690	PRESIDENTIAL PARKWAY PLAZ	168 Keul Rd	Dixon	IL
626	PHOENIX CENTER II	3016 Phoenix Center Drive	Washington	MO
8846	THE WALNUT GROVE	4010 University Ave	Madison	WI
6587	PLAZA SHOPPING CENTER	1027 South Muskogee	Talequah	OK
27	LUMBERTON PLAZA	1636 Rt 38 & Earyestown	Lumberton	NJ
8193	COLONY SQUARE	726 East Main Street	Lebanon	OH
1571	JORDAN LANE	1416 Berlin Turnpike	Wethersfield	CT
2104	NAMEOKI VILLAGE	3455 Nameoki Road	Granite City	IL
7406	POST COMMONS	4100 North Wickham Rd	Melbourne	FL
6363	MERRY MEETING PLACE	147 Bath Road	Brunswick	ME
6845	APPLETREE MALL	Orchard View Drive &	Londonderry	NH
8905	SHOPS AT EAGLE PROMENADE	3116 E State St	Eagle	ID
75	MANHATTAN PLACE	1801 Manhattan Blvd	Harvey	LA
3953	GEIST CROSSING	9805 Fall Creek Road	Indianapolis	IN
65	ONE YANKTON PLACE	3013 Broadway Ave Suite 4	Yankton	SD
5578	MIRASOL WALK	6231 Pga Blvd	Palm Beach Gardens	FL
6683	SUGAR CREEK CENTER	36 Sugar Creek Center	Bella Vista	AR
5921	SOUTHLAND CROSSINGS	1220 Doral Rd	Youngstown	OH
6696	TOWN & COUNTRY S.C.	494 C.W. Plaza Drive	Columbia City	IN
1883	MOUNTAIN VIEW VILLAGE	4608 W Partridgehill Lane	Riverton	UT
5734	PUBLIX @ FISHHAWK RANCH	5662 Fishhawk Crossing Bl	Lithia	FL
6536	INDIAN TRAIL SQUARE	5739 Preston Hwy	Louisville	KY
835	BROOKS EDGE PLAZA	81A South Main Street	Marlboro	NJ

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1145	CIRCLEVILLE PLAZA	1442 Circleville Plaza Dr	Circleville	OH
6661	CASTLE ROCK SQUARE	1163 East Main Street	Price	UT
5919	LAKEWOOD RANCH TC	8338 Market Street	Bradenton	FL
3692	GLENNWOOD COMMONS	820 Sunbury Rd	Delaware	OH
8695	LAKESHORE PLAZA	4137 Mountain Road	Pasadena	MD
6354	COCOA COMMONS	2301 State Hgwy #524	Cocoa	FL
5246	NORTH STATION S.C.	1486 Garner'S Station Blv	Raleigh	NC
1266	SENTRY PLAZA	10244 W. National Ave	West Allis	WI
5421	FESTIVAL @ OLD BRIDGE	12359 Dillingham Square	Lake Ridge	VA
2722	FLEMING PLACE	4023 Sw 10Th Street	Topeka	KS
5603	KROGER CENTER	2028 S. Highway 53	Lagrange	KY
528	MAPLE PARK PLAZA	283 North Weber Road	Boilingbrook	IL
6761	ELIZABETHTOWN S.C.	1575 South Market Street	Elizabethtown	PA
6037	WHISPERING WOODS PLAZA	20773 Gibraltar	Brownstone	MI
2026	WESTRIDGE SQUARE	1059 West Patrick St	Frederick	MD
637	RANDALL'S CRYSTAL FALLS T	3501 N Lakeline Blvd	Leander	TX
7794	SHOPS OF MARCO	167 S. Barfield Dr	Marco Island	FL
8612	SOUTH VILLAGE S/C	1850-C 172Nd Ave	Grand Haven	MI
5374	SOUTHLAND SC	6855 Southland Dr	Middleburg Heights	OH
3580	MINER PLAZA	2625 N. Mesa	El Paso	TX
2744	KEYSTONE PLAZA	3574 Highway 31 South	Pelham	AL
7461	SHAW'S PLAZA	770 Roosevelt Trail Road	Windham	ME
5797	WALTERBORO PLAZA	321 Bells Highway	Walterboro	SC
1630	CLIFF LAKE S.C.	1960 Cliff Lake Road	Eagan	MN
3933	HOPEWELL CROSSING SC	800 Denow Road	Hopewell Twp	NJ
5447	TRADEWINDS SHOPPING CTR	101457 Us 1	Key Largo	FL
6783	MERCHANTS WALK S.C.	215 Merchant'S Walk S.C.	Summersville	WV
2037	IMLAY PLAZA	1801 S. Cedar St	Imlay	MI
355	PINE RIDGE SQUARE	1417 West Main St	Gaylord	MI
490	DOTHAN PAVILION	4521 Montgomery Highway	Dothan	AL
8560	ROEBUCK MARKETPLACE	9172 Parkway East # 15	Birmingham	AL
2096	FOX LAKE RETAIL CENTER	1390 Us Route 12	Fox Lake	IL
7460	BELLAIR PLAZA	2661 North Atlantic Ave	Daytona Beach	FL
847	HILLCREST SHOPPING CENTER	233 Hillcrest Shopping Ct	Lower Burrell	PA
2863	WATSON CROSSING SHOPPING	33939 La Highway 16	Denham Springs	LA
2757	MCCARTY CROSSING	1026 Main Street	Jackson	OH
6773	TARGET CENTER	955 Rockland Rd	Lake Bluff	IL
7325	BOGEY HILLS PLAZA	2039 Zumbelhl Road	Saint Charles	MO
40	SHOPS AT VICTORIA	4109 Houston Highway	Victoria	TX
8807	GATEWAY COMMONS	3000 Pepperell Pkwy	Opelika	AL
6240	HARWOOD CENTRAL VILLAGE	2101 Harwood Road	Bedford	TX
8934	OLYMPIAD CENTER	23052 Alicia Parkway	Mission Viejo	CA
8501	SHENANDOAH SQUARE	13704 State Road 84	Davie	FL
1456	PARKWAY COMMONS	3046 Columbia Ave	Franklin	TN
1320	NEWBERRY POINTE	144 Newberry Parkway	Etters	PA
2763	EMBASSY LAKES SHOPPING CE	2631 N. Hiatus Road	Cooper City	FL
3091	VILLAGE SHOP CENTER	1421 Losey Blvd.	La Crosse	WI
9063	WILLOW OAKS CROSSING	5011 Weddington Road	Concord	NC
8828	KENHORST PLAZA	1895 New Holland Rd	Kenhorst	PA
7465	HERITAGE MARKETPLACE	1800 Unser Blvd. Nw	Albuquerque	NM
9610	NEWTON CROSSROADS	5340 Ga Hwy 20	Covington	GA
293	ALOMA SC	2275 Aloma Ave	Winter Park	FL
5933	MABELVALE SHOPPING CENTER	10101 Mabelvale Plaza Dr	Little Rock	AR
1289	HASTINGS MARKETPLACE	1793 Market Blvd	Hastings	MN
3836	RAPIDS PLAZA	4551 8Th Street South	Wisconsin Rapids	WI
6318	MOCKSVILLE TOWN COMMONS	223 Cooper Creek Dr	Mocksville	NC
8879	PINECREST PLAZA	324 Pinecrest Plaza	Morehead	KY
5652	POTRANCO OAKS VILLAGE	9230 Potranco Road	San Antonio	TX
8942	GREAT SOUTH BAY SHP CTR	709 W Montauk Highway	West Babylon	NY
6125	LA MARQUE CROSSING	6608 Gulf Freeway	La Marque	TX
3640	SEMINOLE CENTER	3631 Orlando Drive	Sanford	FL
8936	SHOPPES AT TRINITY LAKES	12472 Sr 54	Odessa	FL

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3512	PLAZA PALMA REAL	Carr Pr-3, Km 77.8, Int	Humacao	PR
7162	SAN ANGELO PLAZA	614 W 29Th St #114	San Angelo	TX
3429	EAST VIKING PLAZA	421 Viking Plaza Dr #500	Cedar Falls	IA
8957	1890 RANCH SHOPPING CTR	1335 E. Whitestone Blvd	Cedar Park	TX
8964	CORTLANDT TOWNE CENTER	3141 East Main Street	Mohegan Lake	NY
1736	LOWE'S OUTLOT	2007 Us Highway 27	Somerset	KY
1371	NAVY BLVD	503 N Navy Blvd	Pensacola	FL
6657	STAFFORD SQUARE S/C	297 Route 72 W	Manahawkin	NJ
8858	NORTH POINT VILLAGE	1456 North Point Village	Reston	VA
318	PORT CHARLOTTE MARKETPLAC	19400 Cochran Blvd	Port Charlotte	FL
8878	DURANT SHOPPING CENTER	519 University Place	Durant	OK
8568	PLAZA @ LANDMARK	6244-F Little River TrnPk	Alexandria	VA
3925	NORTHEAST PARK SHOPPING C	210 37Th Avenue N	St. Petersburg	FL
8961	MIRA MESA MALL	8250 Mira Mesa Blvd	San Diego	CA
9378	5TH AVENUE SHOPS	1954 Ne 5Th Avenue	Boca Raton	FL
9495	WILLIAMSBURG DOWNS	5338 Central Florida Pkwy	Orlando	FL
8405	218 FIRST AVE	218 1St Ave	New York	NY
2943	470 THIRD AVENUE/32ND STR	470 Third Avenue	New York	NY
2907	124 8TH AVENUE	124 8Th Avenue	New York	NY
2930	299 BROADWAY	1St Floor	New York	NY
3301	897 8TH AVE	897 8Th Ave	New York	NY
2884	302 CANAL ST	302 Canal St	New York	NY
2098	163 WEST 72ND STREET	163 West 72Nd Street	New York	NY
7466	305 6TH AVE	305 6Th Ave	New York	NY
1824	107 SUMMER STREET	107 Summer St 1St Fl	Boston	MA
9468	2049 86TH ST	2049 86Th St	Brooklyn	NY
547	145 EAST 116TH STREET	145 East 116Th Street	New York	NY
7243	STEINWAY STREET	30-62 Steinway Street	Astoria	NY
7473	ALAMEDA LANDING	2610 5Th St	Alameda	CA
2915	75-28 37TH AVE	75-28 37Th Ave	Queens	NY
5058	1212 KINGS HIGHWAY	1212 Kings Highway	Brooklyn	NY
2119	313A HARVARD STREET	313A Harvard St	Brookline	MA
3052	REGO PARK	96-16 Queens Blvd.	Rego Park	NY
2162	CITY CENTER	2675 Geary Blvd	San Francisco	CA
2850	1336 WISCONSIN AVE	1336 Wisconsin Ave	Washington	DC
5258	7017 18TH AVENUE	7017 18Th Avenue	Brooklyn	NY
6868	1003 BISHOP ST	1003 Bishop St	Honolulu	HI
9967	116-06 QUEENS BLVD	116-06 Queens Blvd	Forest Hills	NY
3958	1940 BEACON STREET	1940 Beacon Street	Brighton	MA
6659	247 3RD AVENUE	247 3Rd Avenue	New York	NY
575	14 W. 8TH STREET	14 W. 8Th Street	Holland	MI
9664	AMTRAK STATION	2955 Market St	Philadelphia	PA
3596	GALLERIA MALL	1210 S. University	Ann Arbor	MI
2841	17 WEST	1220 17Th Street	Miami Beach	FL
4453	ELLSWORTH AFB	2725 Lemay Blvd Bldg 4020	Ellsworth Afb	SD
4374	SAN DIEGO MCRD	3800 Chosin Ave	San Diego	CA
4364	FORT HAMILTON	123 General Lee Ave	Brooklyn	NY
4349	HANSCOM AFB	100 Egin Street	Bedford	MA
4405	COLUMBUS AFB	Bldg #160	Columbus Afb	MS
4443	HOMESTEAD ARS	29242 Coral Sea Blvd	Homestead Afb	FL
3744	INTERNATIONAL MARKET PLAC	2330 Kalakaua Avenue	Honolulu	HI
33	WILLOW BROOK MALL	1524 Willow Brook Mall	Wayne	NJ
737	WOODFIELD MALL	5 Woodfield Mall	Schaumburg	IL
327	PARK PLACE	5870 East Broadway	Tucson	AZ
816	STONERIDGE MALL	1304 Stoneridge Mall Road	Pleasanton	CA
7125	PALISADES CENTER	3490 Palisades Center Dr	West Nyack	NY
3695	WESTFIELD OAKRIDGE	925 Blossom Hill	San Jose	CA
3547	BAYSHORE MALL	3300 Broadway	Eureka	CA
2015	KING OF PRUSSIA PLAZA	160 North Gulph Road	King Of Prussia	PA
5076	APACHE MALL	646 Apache Mall	Rochester	MN
439	EASTRIDGE MALL	2200 Eastridge Loops	San Jose	CA
436	SUN VALLEY MALL	112A Sun Valley Mall	Concord	CA

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90	NORTHPARK MALL	101 North Rangeline	Joplin	MO
444	MONTCLAIR PLAZA	5090 Montclair Plaza Lane	Montclair	CA
1255	STONESTOWN GALLERIA	3251 20Th Avenue	San Francisco	CA
232	WESTFIELD SOUTH SHORE	1701 Sunrise Highway	Bay Shore	NY
1436	FLORIDA MALL	8001 S Orange Blossom Tra	Orlando	FL
342	CROSS CREEK MALL	419 Cross Creek Mall	Fayetteville	NC
9836	PANORAMA CITY MALL	8401 Van Nuys Blvd	Panorama City	CA
60	SMITH HAVEN MALL	110 Smith Haven Mall	Lake Grove	NY
5213	PARK MEADOWS TOWN CENTER	8505 Park Meadows Center	Lone Tree	CO
505	WHITE OAKS MALL	2501 W. Wabash Ave.	Springfield	IL
5581	WESTFIELD FASHION SQUARE	14006 Riverside Drive	Sherman Oaks	CA
3659	MALL OF LOUISIANA	6401 Bluebonnet Blvd	Baton Rouge	LA
85	CAPE COD MALL	769 Iyanough Road	Hyannis	MA
862	DESERT SKY MALL	7611 West Thomas Road	Phoenix	AZ
2471	THE WESTCHESTER	125 Westchester Ave	White Plains	NY
843	CONNECTICUT POST	1201 Boston Post Road	Milford	CT
5203	SQUARE ONE MALL	1201 Broadway Drive	Saugus	MA
1452	ROGUE VALLEY MALL	1600 North Riverside	Medford	OR
492	SOUTH HILL MALL	3500 S. Meridian	Puyallup	WA
50	WESTLAND MALL	1675 West 49Th Street	Hialeah	FL
784	CROSSROADS MALL	6650 South Westnedge	Portage	MI
1032	TUCSON MALL	4500 North Oracle Road	Tucson	AZ
388	OCEAN COUNTY MALL	1201 Hooper Avenue	Toms River	NJ
35	PARK CITY CENTER	581 Park City Center	Lancaster	PA
468	WOODLAND HILLS MALL	7021 South Memorial	Tulsa	OK
1444	MARLEY STATION	7900 Governor Ritchie Hwy	Glen Burnie	MD
73	KINGS PLAZA SHOPPING CTR	5283 Kings Plaza	Brooklyn	NY
5591	VISALIA MALL	2157 South Mooney Blvd	Visalia	CA
1219	SCOTTSDALE FASHION SQ	7014 E Camelback Rd	Scottsdale	AZ
718	ACADIANA MALL	5725 Johnston	Lafayette	LA
1098	WINDWARD MALL	46056 Kam Highway	Kaneohe	HI
285	SOUTHLAKE MALL	2014 Southlake Mall	Merrillville	IN
1506	LANSING MALL	5234 West Saginaw Hwy	Lansing	MI
7792	STONEWOOD CENTER	173 Stonewood	Downey	CA
1602	APPLE BLOSSOM MALL	1850 Apple Blossom Drive	Winchester	VA
1062	ARDEN FAIR MALL	1689 Arden Way	Sacramento	CA
2654	HUDSON MALL	Rt 440	Jersey City	NJ
245	SOUTHPARK MALL	4600 16 Street	Moline	IL
380	NORTH RIVERSIDE PARK	7501 West Cermak Road	North Riverside	IL
1502	PENN SQUARE MALL	2078 Penn Square	Oklahoma City	OK
386	HANES MALL	3320 Silas Creek Parkway	Winston-Salem	NC
1251	WESTFIELD PALM DESERT	72840 Highway iii	Palm Desert	CA
377	QUAKER BRIDGE MALL	150 Quaker Bridge Mall	Lawrenceville	NJ
326	SANTA ROSA MALL	300 Mary Esther Cutoff	Mary Esther	FL
1583	CHICO MALL	1950 E. 20Th Street	Chico	CA
412	INLAND CENTER	154 Inland Center Dr	San Bernardino	CA
9548	NORTHLAKE MALL	6801 Northlake Mall Dr	Charlotte	NC
406	CHERRYVALE MALL	7200 Harrison Ave	Rockford	IL
1036	WILLOWBROOK MALL	1658 Willowbrook Mall	Houston	TX
7693	FLAT IRON CROSSING MALL	1 Flat Iron Circle	Broomfield	CO
693	HICKORY POINT MALL	1395 Hickory Point Mall	Forsyth	IL
3879	FRANCIS SCOTT KEY	5500 Buckeystown Pike	Frederick	MD
314	COUNTRYSIDE MALL	27001 Us Highway 19 North	Clearwater	FL
5186	MONMOUTH S.C.	180 Route 35 South	Eatontown	NJ
1420	MCKINLEY MALL	3601 Mckinley Parkway	Buffalo	NY
178	LIVINGSTON MALL	112 Eisenhower Parkway	Livingston	NJ
163	SUNRISE MALL	6073 Sunrise Mall	Citrus Heights	CA
7685	POLARIS FASHION PLACE	1500 Polaris Parkway	Columbus	OH
923	EASTWOOD MALL	5555 Youngstown-Warren Rd	Niles	OH
8682	NORTHTOWN MALL	N 4750 Division Street	Spokane	WA
1627	ROSEDALE CENTER	10 Rosedale Center	Roseville	MN
269	MILLCREEK MALL	Space #160	Erie	PA

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392	OAK PARK MALL	11161 West 95Th Street	Overland Park	KS
3055	RIDGEDALE CENTER	12505 Wayzata Blvd.	Minnetonka	MN
369	OAKDALE MALL	3111 E. Main Street	Johnson City	NY
1434	TOWN CENTER AT COBB	400 Earnest Barrett Pkwy	Kennesaw	GA
340	ORANGE PARK MALL	1910 Wells Rd	Orange Park	FL
773	OAKLAND MALL	422 W 14 Mile Rd	Troy	MI
1395	WIREGRASS COMMONS MALL	900 Common Ave	Dothan	AL
1039	GREAT NORTHERN MALL	232 Great Northern Mall	North Olmsted	OH
147	CITY CREEK CENTER	51 South Main St	Salt Lake City	UT
1440	EDEN PRAIRIE CENTER	8251 Flying Cloud Drive	Eden Prairie	MN
1169	YORKTOWN SHOPPING CENTER	203 Yorktown S/C	Lombard	IL
6294	MACARTHUR CENTER	300 Monticello Avenue	Norfolk	VA
9395	THE SHOPS AT WILLOW RD	6121 W Park Blvd	Plano	TX
55	SOUTHERN PARK MALL	7401 Market St	Youngstown	OH
3703	CAPITAL MALL	625 Black Lake Blvd Sw	Olympia	WA
5378	CASCADE MALL	414 Cascade Mall	Burlington	WA
571	SOUTHLAND MALL	20505 South Dixie Highway	Miami	FL
2752	SANTA MARIA TOWN CTR	222 Town Center East	Santa Maria	CA
9564	GALLERIA AT SOUTH BAY	1815 Hawthorne Blvd	Redondo Beach	CA
226	FASHION SQUARE MALL	4724 Fashion Square Mall	Saginaw	MI
7295	PACIFIC VIEW	3301 E. Main Street	Ventura	CA
1427	NORTHTOWNE MALL	1500 N Clinton St	Defiance	OH
204	NORTHTOWN SHOPPING CENTER	275 Northtown Dr	Blaine	MN
110	SOUTHRIDGE MALL	5300 S 76Th Street	Greendale	WI
2803	LAKELINE MALL	11200 Lakeline Mall Blvd	Cedar Park	TX
1546	SUPERSTITION SPRINGS	6555 East Southern Ave.	Mesa	AZ
874	LYNNHAVEN MALL	701 Lynnhaven Pkwy	Virginia Beach	VA
510	WESTLAND MALL	550 South Gear Ave	West Burlington	IA
37	KENNEDY MALL	555 John F Kennedy Road	Dubuque	IA
166	BELTWAY PLAZA	6080 Green Belt Road	Greenbelt	MD
310	CUMBERLAND MALL	Delsea Drive & Route 47	Vineland	NJ
190	CONCORD MALL	4737 Concord Pike	Wilmington	DE
8420	CENTER AT SALISBURY	2300 N. Salisbury Blvd.	Salisbury	MD
7898	WESTFIELD BROWARD	8000 W. Broward Blvd	Plantation	FL
500	THE COMMONS AT FEDERAL WA	1823 South Commons	Federal Way	WA
2641	HUTCHINSON MALL	1060 Highway 15 South	Hutchinson	MN
1449	PEMBROKE MALL	4554 Virginia Beach Blvd	Virginia Beach	VA
641	MEADOWS	4300 Meadows Lane	Las Vegas	NV
3390	SOLOMON POND MALL	601 Donald Lynn Blvd	Marlborough	MA
481	THE SHOPS AT ITHACA MALL	40 Catherwood Road	Ithaca	NY
3438	SOUTHSIDE MALL	Rd 2 Southside	Oneonta	NY
820	FAIR OAKS MALL	11850 U Fair Oaks Road	Fairfax	VA
2848	BUFFALO MALL	2400-8Th Ave Sw	Jamestown	ND
1421	COLUMBIA MALL	2300 Bernadette Dr.	Columbia	MO
7090	WAKEFIELD MALL	Tower Hill Road &	Wakefield	RI
159	WESTFIELD NORTH COUNTY	200 East Via Rancho Parkw	Escondido	CA
799	OLD HICKORY MALL	2021 North Highland Ave	Jackson	TN
503	MONTGOMERY MALL	712 Montgomery Mall	North Wales	PA
1265	JEFFERSON VALLEY MALL	650 Lee Boulevard	Yorktown Hgts	NY
636	CARY TOWNE CENTER	1105 Walnut Street	Cary	NC
1469	MID RIVER MALL	1080 Mid Rivers Mall Driv	Saint Peters	MO
1578	WESTFIELD MERIDEN	470 Lewis Avenue	Meriden	CT
38	MARION CENTRE S/C	1475 Marion Waldo Rd	Marion	OH
5883	BAY CITY TOWN CENTER	4101 Wilder Road	Bay City	MI
809	THE GALLERY AT SOUTH DEKA	24 South Dekalb Mall	Decatur	GA
1425	VILLAGE MALL	2917 Vermillion St	Danville	IL
836	QUAIL SPRINGS MALL	2501 West Memorial Road	Oklahoma City	OK
5498	MERIDAN MALL	1982 West Grand River	Okemos	MI
3105	WILTON MALL	3065 Rte 50 Space B-12	Saratoga Springs	NY
5138	THE LAKES MALL	5600 Harvey Road	Muskegon	MI
224	NORTHWOODS MALL	2200 War Memorial Drive	Peoria	IL
1472	HAMILTON MALL	4403 Black Horse Pike	Mays Landing	NJ

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277	VOLUSIA MALL	1700 W Internatl Sdwy Blv	Daytona Beach	FL
1352	TOWSON TOWN CENTER	825 Dulaney Valley Road	Towson	MD
5411	THE GALLERY AT THE HARBOR	200 East Pratt St	Baltimore	MD
1666	SALEM CENTER	480 Center Street Ne	Salem	OR
8882	FASHION PLACE MALL	6191 State St	Murray	UT
2662	VILLAGE SQUARE MALL	83 Village Square Mall	Effingham	IL
1592	ENFIELD SQUARE MALL	90 Elm Street	Enfield	CT
41	COURTLAND CENTER	4190 East Court St	Burton	MI
9443	WINONA MALL	1213 Gilmore Ave	Winona	MN
9788	MERLE HAY MALL	3800 Merle May Mall	Des Moines	IA
1076	CRYSTAL RIVER MALL	1801 Nw Hwy 19	Crystal River	FL
353	FOX VALLEY MALL	2356 Fox Valley Center	Aurora	IL
1448	GOLF MILL SHOPPING CENTER	247 Golf Mill Center	Niles	IL
2432	SANTA ROSA MALL	Pr 2	Bayamon	PR
414	FAIRLANE TOWN CENTER	18900 Michigan Avenue	Dearborn	MI
9956	EDGEWATER PLAZA	2600 Beach Blvd	Biloxi	MS
3904	THUNDERBIRD MALL	1421 B 12Th Ave S	Virginia	MN
1111	EAST HILLS MALL	3700 Frederick Ave	St. Joseph	MO
1471	THE MALL OF MONROE	2121 N Monroe St	Monroe	MI
291	INDEPENDENCE CENTER	18813 East 39Th St South	Independence	MO
9014	OAKWOOD SHOPPING CENTER	197 West Bank Expressway	Terrytown	LA
701	SEMINOLE TOWNE CENTER	200 Towne Center Circle	Sanford	FL
25	ALMEDA MALL	12200 Gulf Freeway	Houston	TX
501	RIDGMAR MALL	2178 Green Oaks Road	Fort Worth	TX
208	LINDALE MALL	4444 First Ave N E	Cedar Rapids	IA
3591	HOLIDAY VILLAGE MALL	1753 Highway 2 W	Havre	MT
5584	PARAMUS PARK MALL	2040 Paramus Park Mall	Paramus	NJ
5642	MARSHFIELD MALL	503 East Ives Street	Marshfield	WI
3169	OLD ORCHARD MALL	4999 Old Orchard Center	Skokie	IL
514	MALL ST. VINCENT	1133 St. Vincent #110	Shreveport	LA
5264	WESTFIELD SARASOTA SQUARE	8201 S Tamiami Trail	Sarasota	FL
695	PARADISE VALLEY MALL	4550 East Cactus Rd.	Phoenix	AZ
3082	STEEPLEGATE	270 Loudon Road	Concord	NH
5028	LEE PREMIUM OUTLETS	50 Water Street	Lee	MA
5139	TANGER OUTLET CENTER DAYT	1100 Cornerstone Blvd	Daytona Beach	FL
8903	TANGER OUTLETS @ THE ARCH	1387 The Arches Circle	Deer Park	NY
2776	OUTLETS OF DES MOINES	545 Bass Pro Drive Nw	Altoona	IA
3776	THE OUTLET SHOPPES AT LAR	1600 Water Street	Laredo	TX
5026	TANGER OUTLET CENTER JEFF	8000 Factory Shops Blvd	Jeffersonville	OH
3613	NEBRASKA CROSSING OUTLET	21355 Nebraska Crossing D	Gretna	NE
3745	LOUISIANA BOARDWALK OUTLE	490 Boardwalk Blvd	Bossier City	LA
3600	EMPIRE OUTLETS	35B Richmond Terrace	Staten Island	NY
8804	OUTLETS AT CORPUS CHRISTI	500 North Ih 69	Robstown	TX
1124	LAGUNA 99 PLAZA	8451 Elk Grove Blvd	Elk Grove	CA
3220	VINTAGE OAKS	120 Vintage Way	Novato	CA
7995	HERTITAGE PARK PLAZA	448 North Main Street	East Longmeadow	MA
14	CENTURY CENTER	353 Memorial Blvd	West Springfield	MA
8672	VILLAGE SHOPS	95 Washington Street	Canton	MA
8527	UNIVERSITY CENTER	4237 Campus Drive	Irvine	CA
9959	ESPLANADE SHOPPING CENTER	365 West Esplanade Drive	Oxnard	CA
9637	BLUE STAR SHOPPING CENTER	1701 Rt 22 West	Watchung	NJ
5587	SULLY PLAZA	13936 Lee Jackson Hwy	Chantilly	VA
2355	SHOPS @ DUNES ON MONTEREY	130 General Stilwell Dr	Marina	CA
8558	ARLINGTON SHOPPING CENTER	804 Us Highway 46	Parsippany	NJ
7338	WAREHAM CROSSING	2421 Cranberry Hwy	Wareham	MA
8974	LANTANA SQUARE	206 Lantana Drive	Hokessin	DE
5916	GREAT LAKES MALL	7850 Mentor Avenue	Mentor	OH
47	THE SHOPS AT LA CANTERA	15900 La Cantera Pkwy	San Antonio	TX
6604	PARROT PLAZA	1401 W. North Avenue	Melrose Park	IL
8232	WESTFORD PLAZA	175 Littleton Rd	Westford	MA
2726	CATHEDRAL VILLAGE	69185 Ramon Road	Cathedral City	CA
5125	ARLINGTON SQUARE	4725 Reed Road	Columbus	OH

Loc Number	Location Name	Location Address	Location City	Location State / Province
971	PAVILIONS PLACE	16420 Beach Blvd	Westminster	CA
8314	MORGAN HILL SHOPPING CENT	1057 Cochrane Rd	Morgan Hill	CA
7432	HIGHLAND COMMONS	56 Highland Commons East	Hudson	MA
7884	CROSS POINT CENTRE	101 E. Alex Bell Rd	Centerville	OH
9737	COPPER TREE PLAZA	350 Ramapo Valley Rd	Oakland	NJ
1135	NORTHBOROUGH CROSSING	9113 Shops Way	Northborough	MA
8731	SILVERNAIL SHOPPING CENTER	2116 Silvernail Rd	Pewaukee	WI
8357	TRIANGLE SHOPPING CENTER	20 Triangle Center	Yorktown Heights	NY
585	WOODBURN PLAZA SHOPPING C	3040 Sprague Lane	Woodburn	OR
8566	ROCKFORD PLAZA	4190 Vinewood Lane	Plymouth	MN
9230	THE ORCHARD TOWN CENTER	14583 Orchard Parkway	Westminster	CO
5221	COMMERCE TOWN CENTER	3050 Union Lake Rd	Commerce	MI
7876	THE SHOPPES AT HAWK RIDGE	6115 Ronald Reagan Drive	Lake St. Louis	MO
8733	RIVERVIEW WEST MARKETPLAC	3770 W. Mcfadden Ave	Santa Ana	CA
2724	GIBBS CROSSING	350 Palmer Rd	Ware	MA
9963	SHARP'S PLAZA	175 Route 70 East	Medford	NJ
9107	COTTONWOOD SHOPPING CENTE	1100 S. Hwy 260 #17A	Cottonwood	AZ
9353	PORT PLAZA	45 Storey Ave	Newbury Port	MA
1379	CURRY HOLLOW CENTER	314 1/2 Curry Hollow Dr	Pleasant Hills	PA
3515	EDMOND CROSSING S.C.	72 S.E. 33Rd Street	Edmond	OK
9184	TRAVER VILLAGE	2627 Plymouth Road	Ann Arbor	MI
1048	CRYSTAL CITY SHOPS @1750	1670 Crystal Sq Arcade	Arlington	VA
3619	WAYLAND TOWN CENTER	77 Andrew Ave	Wayland	MA
559	MUNDELEIN CROSSINGS	3022 Route 60	Mundelein	IL
1558	SHOPPES @ PGH MILLS	2015 Pgh Mills Blvd	Tarentum	PA
5167	WALMART LAFAYETTE	1217 Diamond Circle	Lafayette	CO
1618	MIDDLESEX S.C.	1342 Eastern Blvd.	Baltimore	MD
1348	SUNRISE VILLAGE SHOPPING	4776 East Sunrise Drive	Tucson	AZ
5823	WEST MARKET SC	109 S Parket Street - 109	Olathe	KS
7371	SPRING CREEK JUNCTION	681 South Green Bay Road	Neenah	WI
8069	WINDSOR COMMONS	3143 Cape Horn Road	Red Lion	PA
6997	SOUTHGATE PLAZA	3501 S Tamiami Trail	Sarasota	FL
1691	PADUCAH TOWNE CENTER	3216 Irvin Cobb Drive	Paducah	KY
7493	RIVER HILL VILLAGE CENTER	6030 Daybreak Circle	Clarksville	MD
8941	FALLS GROVE VILLAGE CTR	14933 F Shady Grove Rd	Rocville	MD
3270	SOUNDVIEW MARKETPLACE	20 Soundview Marketplace	Port Washington	NY
8954	GREENTREE ROAD S/C	1969 Greentree Rd	Pittsburgh	PA
9258	MALL @ SIERRA VISTA	2200 El Marcado Loop	Sierra Vista	AZ
9256	WHITTWOOD TOWN CENTER	15702 Whittwood Lane	Whittier	CA
9178	TROPICANA BELTWAY CENTER	5130 S. Ft Apache Rd	Las Vegas	NV
6775	THE SHOPPES AT OLD BRIDGE	3849 Us Highway 9	Old Bridge	NJ
3894	NIAGARA CONSUMER SQUARE	7314 Niagara Falls Blvd	Niagara Falls	NY
9338	SHEEPSHEAD BAY	1710 Sheepshead Bay Rd	Brooklyn	NY