

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Edward O. Sassower, P.C.  
Steven N. Serajeddini, P.C. (*pro hac vice* pending)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
-and-  
John R. Luze (*pro hac vice* pending)  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

**COOLEY LLP**  
Cullen D. Speckhart (VSB 79096)  
*Admitted to practice in New York, Virginia, Missouri and Texas; Not admitted to practice in DC, supervised by members of DC bar*  
Olya Antle (VSB 83153)  
*Admitted to practice in Virginia; Not admitted to practice in DC, supervised by members of DC bar*  
1299 Pennsylvania Avenue, NW, Suite 700  
Washington, DC 20004-2400  
Telephone: (202) 842-7800  
Facsimile: (202) 842-7899

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

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In re: )  
 ) Chapter 11  
ASCENA RETAIL GROUP, INC., *et al.*,<sup>1</sup> )  
 ) Case No. 20-33113 (KRH)  
 )  
Debtors. ) (Joint Administration Requested)  
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**DEBTORS’ MOTION FOR ENTRY OF INTERIM AND  
FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO ASSUME  
THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES  
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

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The above-captioned debtors and debtors in possession (collectively, the “Debtors”)<sup>2</sup> respectfully state as follows in support of this motion (this “Motion”):

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://cases.primeclerk.com/ascena>. The location of Debtor Ascena Retail Group, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 933 MacArthur Boulevard, Mahwah, New Jersey 07430.

<sup>2</sup> On July 23, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). A detailed description of the Debtors, their business, and the facts and circumstances supporting these chapter 11 cases is set forth in the *Declaration of Carrie W. Teffner, Interim Executive Chair of Ascena Retail Group, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith.

### **Relief Requested**

1. By this Motion, the Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and the “Final Order,” respectively) (a) authorizing the Debtors to assume that certain Consulting Agreement, dated as of July 22, 2020 (together with the Brand Participation Agreements referred to below, collectively, the “Consulting Agreement”),<sup>3</sup> by and between Ascena Retail Group, Inc., and SB360 Capital Partners, LLC (the “Consultant”), together with those certain Brand Participation Agreements executed by certain affiliates of the Debtors (collectively, together with the Debtors, the “Merchant”) and the Consultant in reference to the Consulting Agreement, copies of which are annexed as **Schedule 1** to **Exhibit A**, attached hereto; (b) authorizing and approving the continuation of store closing or similar themed sales at the Closing Stores (as defined below), which commenced prior to the Petition Date, in accordance with the terms of the sale guidelines (the “Sale Guidelines”) annexed as **Schedule 2** to **Exhibit A** attached hereto or otherwise set forth herein, with such sales to be free and clear of all liens, claims, and encumbrances (the “Sales”); and (c) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately 30 days of the commencement of these chapter 11 cases to consider entry of the Final Order.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of*

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<sup>3</sup> Capitalized terms used but not defined herein have the meanings given to them in the First Day Declaration or the Consulting Agreement, as applicable.

*Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 363, 365, and 554 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, and 6004, and Rule 9013.1-(C) of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

### **Background**

#### **I. The Store Closings.**

5. The Debtors operate approximately 2,800 brick-and-mortar retail locations in the United States, Canada, and Puerto Rico. As described in the First Day Declaration, the effects of the COVID-19 accelerated the need for a long-term strategic solution to the Debtors’ balance sheet and operating model. The Debtors ultimately developed the Strategic Plan (as defined in the First Day Declaration), which contemplates a rationalization of the Debtors’ brand and store fleet portfolio. Based on an evaluation of, among other factors, historical and recent store profitability, historical and recent sales trends, occupancy costs, the geographic market in which each store is located, the mall in which each store is located, the potential to negotiate rent reductions with applicable landlords, and specific operational circumstances related to each store’s performance, the Debtors have determined to exit certain stores.

6. The Debtors’ management team and advisors have determined that it is appropriate to close and wind down approximately 1,100 underperforming brick-and-mortar store locations as

disclosed in **Exhibit C** attached hereto (the “Closing Stores”), and potentially additional stores contingent upon further determination by the Debtors and their advisors. The Debtors are continuing to utilize the services of Malfitano Advisors, LLC (“Malfitano”) to assist in the determination of which of the Debtors’ store locations should be closed and related asset disposition matters, and, together with A&G Realty Partners, to assist with the ongoing lease negotiation.

7. As set forth in more detail in the First Day Declaration, the Debtors have conducted a thorough analysis of existing operations and determined to strategically reduce their retail footprint with the closure of a significant number of stores. The Debtors will continue to operate their Ann Taylor, LOFT, Lane Bryant, Justice, and Lou & Grey brands through a reduced number of retail stores and online, and will conduct a wind-down of the Catherines’ brick and mortar stores. The consolidation of the Debtors’ stores will simplify the organizational structure and help to right-size the Debtors’ physical store footprint.

8. The Debtors have retained the Consultant to conduct certain store closing sales at all closing Catherines and Justice stores and select premium brand closing stores located in Canada, Puerto Rico, and Hawaii (the “SB360 Store Closings”).

9. Additionally, the Debtors will independently, with assistance from Malfitano, close certain premium brand stores in the United States (the “Company Store Closings” and, together with the SB360 Store Closings, the “Store Closings”). To maximize the value of their estates, the Debtors may need to close additional stores (such stores, the “Additional Closing Stores,” and together with the Closing Stores, the “Stores”) to the extent lease negotiations are unsuccessful.

10. After an extensive evaluation of potential candidates, the Debtors, with the assistance of their advisors, selected and engaged the Consultant to conduct the Sales at the SB360

Store Closings, which will include the selling of inventory (the “Merchandise”) as well as certain furniture, fixtures, and equipment (the “FF&E”) at the SB360 Closing Stores (the Merchandise, FF&E, inventory, furniture, fixtures, and equipment in the Company Store Closings, collectively, the “Store Closure Assets.” The process to select a consultant included, among other things, a formal request for proposal, equal access to all information provided by the Debtors, diligence provided through a virtual data room, standard requirements for the submission of recovery assumptions, supervision qualifications, and forecasts and analyses. Based on this extensive evaluation, the Debtors’ management, in consultation with the Debtors’ advisors, determined that the Consultant provided the best and most competitive proposal. The Debtors made this determination after considering numerous factors, including, but not limited to, (i) the Consultant’s prior experience handling the liquidation of similar retailers, including prior experience executing a collapsing sale model, (ii) the number and experience of supervisors designated by the Consultant to handle the project, (iii) flexibility provided for under the Consulting Agreement, and (iv) overall economics.

11. By this Motion, the Debtors seek to assume the Consulting Agreement so that the Consultant may continue the Sales at the SB360 Store Closings on a postpetition basis without interruption. The Debtors have determined, in an exercise of their business judgment, that (a) the services of the Consultant are necessary for a seamless and efficient large-scale execution of the SB360 Closings and Sales, as is contemplated by this Motion, and to maximize the value of the assets being sold, and (b) the Consultant is capable of performing the required tasks on favorable financial terms, as determined by the evaluation process. Since the Debtors’ determination to engage the Consultant, the Consultant has assisted the Debtors over the past several weeks in planning for and implementing the conduct of the Sales. The Debtors also seek authority to

continue the Sales at the Company Store Closings to allow the Debtors to efficiently move through the closing process to minimize expenses and maximize value.

12. Further, the Store Closings are a critical component of the Strategic Plan, and allowing the Store Closing Sales to continue and the assumption of the Consulting Agreement will permit the Debtors to continue to conduct the Store Closings in an efficient, controlled manner while allowing the Debtors focus their primary efforts on the go-forward business. The relief requested in this Motion is integral to maximizing the value of the Debtors’ estates for the Debtors’ estates. By this Motion, the Debtors seek authority to continue the Sales at the Closing Stores and to establish fair and uniform sale guidelines to assist the Debtors and their creditors through the Debtors’ transition to a smaller, more profitable enterprise.

**II. The Consulting Agreement.**

13. The Debtors have executed the Consulting Agreement and various Brand Participation Agreements, as reflected on Schedule 1 to Exhibit A with the Consultant pursuant to which the Consultant will serve as the exclusive consultant to the Debtors in connection with the SB360 Store Closings. Assumption of the Consulting Agreement will allow the Debtors to utilize the logistical capabilities, experience, and resources of the Consultant in performing large-scale liquidations in a format that allows the Debtors to retain control over the sale process. A summary of the salient terms of the Consulting Agreement is set forth below.<sup>4</sup>

TERM	CONSULTING AGREEMENT
<b>Services Provided by Consultant</b>	The Merchant retains Consultant as its independent consultant to conduct the Sale at the Stores during the Sale Term, and in connection therewith, Consultant shall, throughout the Sale Term: (i) recommend appropriate discounting to effectively sell all of Merchant’s goods located at or to be delivered to the Stores in accordance with a “store closing,” “everything must go,” “sale on everything,” or other mutually agreed upon themed sale,

<sup>4</sup> The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Consulting Agreement, the Consulting Agreement shall govern in all respects.

TERM	CONSULTING AGREEMENT
	<p>and recommend appropriate point-of-purchase, point-of-sale, and other internal and external advertising in connection therewith; (ii) provide qualified, experienced supervision to oversee the conduct of the Sale in a professional manner; (iii) maintain focused and constant communication with Store-level employees and managers; (iv) establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant’s goods located at the Stores by category, sales reporting, and expense monitoring; (v) meet with the Merchant and its advisors, on at least a weekly basis, to review sales, sales reporting, and expenses in an effort to minimize expenses and maximize overall net recovery of the Sale; (vi) recommend loss prevention strategies; (vii) coordinate with Merchant so that the operation of the Stores are being properly maintained including ongoing customer service and housekeeping activities; (viii) recommend appropriate staffing levels for the Stores and appropriate bonus and/or incentive programs; (ix) assist Merchant to commence the Sale as a “store closing,” “sale on everything,” “everything must go,” or such other themed sale approved by Merchant; (x) assist Merchant in a program to transition customers to Merchant’s ecommerce platform and methods to protect the Company’s brand during the Sale; (xi) if requested during the Sale Term, assist Merchant’s affiliates who may be closing stores outside of this Agreement (“<u>Non-Merchant Closings</u>”) in the design of sale related signage and customer transition materials (“<u>Non-Merchant Closing Materials</u>”); (xii) assist the Merchant on the re-opening of stores and retention of staff as well as other matters resulting from COVID-19 related shutdowns; and (xiii) assist the Merchant regarding the implementation of protocols for traffic flow, customer and employee safety, and other necessary health related and safety measures in compliance with local and national guidelines.</p>
<b>Term of Sale</b>	<p>The term “Sale Term” with respect to each respective Store shall be the period commencing on the Sale Commencement Date and ending on the Sale Termination Date as set forth in the respective Brand Participation Agreement.</p>
<b>Expenses of Consultant</b>	<p>All expenses incident to the conduct of the Sale and the operation of the Stores during the Sale Term (including without limitation all Consultant Controlled Expenses and all other Store-level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any of the specifically enumerated “Consultant Controlled Expenses” that exceed the aggregate amount budgeted therefor in the expense budget appended to the Consulting Agreement. All Consultant Controlled Expenses shall be billed at cost, without markup, and evidence of incurrence shall be provided, if requested. The parties may from time to time mutually agree in writing to increase or decrease the budget of Consultant Controlled Expenses based upon circumstances of the Sale and the removal of any Stores from the Sale.</p>
<b>Compensation for Consultant</b>	<p>In consideration of its services under the Consulting Agreement, Merchant shall pay Consultant a fee equal to ninety-five hundredths percent (.95%) of Gross Proceeds (the “<u>Consulting Fee</u>”) plus fifteen percent (15%) of the gross sales of Offered FF&amp;E, net only of sales tax.</p>
<b>Merchant’s Insurance Obligations</b>	<p>During the Sale Term the Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant’s ordinary course operations, and shall maintain (at its expense) general liability insurance, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury, and/or property damage. The Merchant shall maintain statutory worker’s compensation, statutory disability and Employer’s Liability coverage of at least \$500,000 covering its own employees.</p>

TERM	CONSULTING AGREEMENT
<b>Consultant’s Insurance Obligations</b>	During the Sale Term the Consultant shall maintain (at its expense) general liability insurance, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. The Consultant shall add Merchant as an additional insured with respect to its insurance policies covering Consultant and its supervisors, and the Consultant shall maintain statutory worker’s compensation, statutory disability, and Employer’s Liability coverage of at least \$500,000 covering its own employees.
<b>Indemnification by Consultant</b>	The Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the “ <u>Merchant Indemnified Parties</u> ”) harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys’ fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Consultant’s material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith; (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any supervisors); (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement; or (iv) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives, provided that Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Indemnified Party’s gross negligence, willful misconduct, or unlawful act.
<b>Indemnification by Merchant</b>	The Merchant shall indemnify and hold Consultant, its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, “ <u>Consultant Indemnified Parties</u> ”) harmless from and against all third-party claims, demands, penalties, losses, liabilities, and damages, including, without limitation, reasonable attorneys’ fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Merchant’s material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith; (ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement; (iii) any consumer warranty or products liability claims relating to any Merchandise; and/or (iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, provided that Merchant shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities, or damages arising primarily from any Consultant Indemnified Party’s gross negligence, willful misconduct, or unlawful act.

**III. The Sale Guidelines.**

14. The Debtors seek approval of streamlined procedures (*i.e.*, the Sale Guidelines) to sell the Store Closure Assets, in each case free and clear of liens, claims and encumbrances. The



Debtors also seek approval of the Sale Guidelines to provide newspapers and other advertising media in which the Sales may be advertised with comfort that the Debtors are conducting the Sales in compliance with applicable law and with the Bankruptcy Court's approval. The Debtors seek interim approval of the Sale Guidelines in light of the need to continue the Sales so that the Debtors can complete the Sales in an efficient, cost-effective manner.

15. The Debtors have determined, in the exercise of their business judgment and in consultation with their advisors, that the Sale Guidelines will provide the best and most efficient means of selling the Store Closure Assets to maximize their value to the estates. The Debtors estimate that the majority of the Sales and Store Closings shall conclude by the first week of August with the balance to conclude by no later than the first week of September.

#### **IV. Liquidation Sale Laws and Dispute Resolution Procedures.**

16. Certain states in which the Debtors operate Stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including, without limitation, state, provincial, and local laws, statutes, rules, regulations, and ordinances (the "Liquidation Sale Laws"). Liquidation Sale Laws may establish licensing, permitting or bonding requirements, waiting periods, time limits, and bulk sale restrictions and augmentation limitations that would otherwise apply to the Store Closings. Such requirements hamper the Debtors' ability to maximize value in selling their inventory. Subject to the Bankruptcy Court's approval, the Debtors intend to conduct the Store Closings in accordance with the Sale Guidelines, and to the extent such guidelines conflict with the Liquidation Sale Laws, the Sale Guidelines shall control.

17. For the purpose of orderly resolution of any disputes between the Debtors and any Governmental Units (as defined in section 101(27) of the Bankruptcy Code) arising due to the Sale Guidelines and the alleged applicability of any Liquidation Sale Laws, the Debtors respectfully

request that the Bankruptcy Court authorize the Debtors to implement the following dispute resolution procedures (the “Dispute Resolution Procedures”), as set forth in the Interim Order and the Final Order:

- i. Provided that the Sales are conducted in accordance with the terms of the Interim Order, or the Final Order, as applicable, and the Sale Guidelines, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors and the Consultant will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of the Interim Order or the Final Order, as applicable, and the Sale Guidelines without the necessity of further showing compliance with any Liquidation Sale Laws.
- ii. Within three business days after entry of the Interim Order, the Debtors will serve by first-class mail, copies of the Interim Order, the proposed Final Order, the Consulting Agreement, and the Sale Guidelines on the following: (a) the Attorney General’s office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; (d) the chief legal counsel for the local jurisdiction; and (e) the landlords for the Stores (collectively, the “Dispute Notice Parties”).
- iii. With respect to any Additional Closing Stores, within three business days after filing any Additional Closing Store List with the Bankruptcy Court, the Debtors will serve by first-class mail, copies of the Interim Order or Final Order, as applicable, the Consulting Agreement, and the Sale Guidelines on the Dispute Notice Parties.
- iv. To the extent that there is a dispute arising from or relating to the Sales, the Interim Order, or the proposed Final Order, as applicable, the Consulting Agreement, or the Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a “Reserved Dispute”), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of the Interim Order, or service of an Additional Store Closing 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) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven N. Serajeddini, P.C. and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: John R. Luze and Jeff Michalik; (b) Cooley LLP, 1299 Pennsylvania Avenue NW, Suite 700, Washington, D.C. 20004, Attn: Cullen D. Speckhart and Olya Antle; (c) counsel to the Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, NY 1001, Attn: Evan R. Fleck, Esq; (d) counsel to the ABL Agent, (i) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (ii) Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd

Street, Richmond, Virginia 23219, Attn: Tyler P. Brown; (e) the Consultant, SB360 Capital Partners, LLC, 1010 Norther Blvd., Great Neck, New York 11021, Attn: Aaron Miller; and (f) counsel to the Consultant, Greenberg Traurig LLP, One International Place, Suite 2000, Boston, Massachusetts 02110, Attn: Jeffrey M. Wolf. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

- v. 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 (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) 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 any Interim Order or Final Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sales pursuant to the Interim Order or the Final Order, absent further order of the Bankruptcy Court. Upon the entry of the Interim Order or the Final Order, as applicable, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, as applicable, the Consulting Agreement, and/or the Sale Guidelines 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.
- vi. If, at any time, a dispute arises between the Debtors and/or the Consultant 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 (iv) and (v) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

## **V. Fast Pay Laws.**

18. Many states in which the Debtors operate have laws and regulations that require the Debtors to pay an employee substantially contemporaneously with his or her termination (the “Fast Pay Laws” and, together, with the Liquidation Sale Laws, the “Applicable State Laws”). These

laws often require payment to occur immediately or within a period of only a few days from the date such employee is terminated.

19. The nature of the Store Closings contemplated by this Motion will result in a substantial number of employees being terminated during the Store Closings. To be clear, the Debtors intend to pay their terminated employees as expeditiously as possible and under normal payment procedures. However, the Debtors' payroll systems will simply be unable to process the payroll information associated with these terminations in a manner that will be compliant with the Fast Pay Laws. Under ordinary circumstances, the Debtors' payroll department is able to coordinate delivery of final checks to coincide with an employee's final day of work where required by state law. This process requires the Debtors' payroll department to calculate individual termination payments, prepare each termination payment check, obtain authorization for each such check and then prepare each such check for mailing. Given the number of employees who will likely be terminated during the Store Closings, this process could easily take several days, making compliance with the Fast Pay Laws burdensome to the Debtors' estates, if not impossible.

#### **VI. Lease Restrictions.**

20. The Debtors also respectfully request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from maximizing value for creditors through the Store Closings and Sales. In certain cases, the contemplated Store Closings and Sales may be inconsistent with certain provisions of leases, subleases, or other documents with respect to the premises in which the Debtors operate, including (without limitation) reciprocal easement agreements, agreements containing covenants, conditions, and restrictions (including, without limitation, "go dark" provisions and landlord recapture rights), or other similar documents or provisions. Such restrictions would also hamper the Debtors' ability to maximize value in selling their inventory.

21. The Debtors also request that no entity, including, without limitation, utilities, landlords, shopping center managers and personnel, creditors, and all persons acting for or on their behalf shall interfere with or otherwise impede the conduct of the Store Closings, the Sales, or institute any action against the Debtors in any court (other than in the Bankruptcy Court) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise impedes the conduct of the Store Closings, the Sales or the advertising and promotion (including through the posting of signs) of the Sales.

### **Basis for Relief**

#### **I. The Court Should Authorize the Assumption of the Consulting Agreement.**

22. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or [unexpired] lease of the debtor.” 11 U.S.C. § 365(a). Courts in the Fourth Circuit have determined that a debtor’s assumption or rejection of a contract should be “accorded the deference mandated by the sound business judgment rule as generally applied by courts to discretionary actions or decisions of corporate directors.” *See, e.g., In re Alpha Nat. Res., Inc.*, 555 B.R. 520, 529 (Bankr. E.D. Va. 2016) (holding that the debtors’ decision to reject an executory contract was based in sound business judgment as the contract was unnecessary to the debtors’ ongoing business efforts); *Lubrizol Enters. Inc. v. Richmond Metal Finishers, Inc.*, 756 F.2d 1043, 1045–46 (4th Cir. 1985) (holding that rejection of a contract is the debtor’s decision and “is to be accorded the deference mandated by the sound business judgment rule as generally applied by courts to discretionary actions or decisions of corporate directors.”).

23. The assumption of the Consulting Agreement represents a reasonable exercise of the Debtors’ business judgment. In consultation with their advisors, the Debtors determined that the SB360 Closing Stores are a burden to their estates and that the Store Closure Assets in such

stores should be liquidated for the benefit of the Debtors' estates and their creditors. Further, after extensive, arm's-length negotiations, the Debtors believe that the Consulting Agreement contain the most favorable terms available under the circumstances.

24. The Consultant has extensive expertise in conducting liquidation sales and can oversee, and assist in the management and implementation of, the Store Closings in an efficient and cost effective manner. Assumption of the Consulting Agreement will enable the Debtors to utilize the skills and resources of the Consultant to effectively and efficiently conduct the Sales for the benefit of all stakeholders. If the Consulting Agreement is not assumed on an interim basis, there could be substantial harm to all stakeholders. For example, the estate would lose the benefit of the momentum and preparation that has already been started by the Consultant in commencing the Sales prepetition. Finally, given the number of Stores and the speed at which the Sales will be concluded, it is not certain the Debtors could retain a different liquidator or handle such closings internally as efficiently and effectively as the Consultant.

25. Courts hearing chapter 11 cases filed by retailers have recently approved the assumption of similar consulting agreements. *See, e.g., In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D. Va. Mar. 17, 2020) (authorizing the assumption of consulting agreement on a final basis); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Feb. 6, 2018) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 11, 2017) (same); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (same); *In re rue21, inc.*, No. 17-22045 (GLT) (Bankr. W.D. Pa. June 12, 2017) (same).<sup>5</sup>

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<sup>5</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

## II. The Court Should Approve the Sale Guidelines.

26. The Court may authorize the Debtors to consummate the Sales pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that, “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, section 105(a) of the Bankruptcy Code provides, in relevant part, that, “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. §105(a).

27. Pursuant to section 363(b) of the Bankruptcy Code, for the purpose of conducting the Sales, the Debtors need only show a legitimate business justification for the proposed action. *See, e.g., In re On-Site Sourcing, Inc.*, 412 B.R. 817, 822 (Bankr. E.D. Va. 2009) (citing *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (holding that the movant must establish “a business justification for the transaction and the bankruptcy court must conclude, from the evidence, that the movant satisfied its fiduciary obligations and established a valid business justification.”); *In re U.S. Airways Grp., Inc.*, 2002 WL 31829093, at \*1 (Bankr. E.D. Va. Dec. 16, 2002) (holding that the debtors’ sound business judgment was a sufficient basis to allow the debtors to terminate applicable mortgages). As to the Closing Stores, all state, provincial, 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 sale.”

28. In addition, the Court may authorize the Sales based on section 105(a) of the Bankruptcy Code. Section 105(a) codifies the Court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” Under section 105(a), courts may authorize any action that is essential to the continued operation

of a debtor's businesses. *See In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (holding that a court may permit pre-plan payments of prepetition obligations when essential to the continued operation of the debtor); *see also In re Fin. New Network Inc.*, 134 B.R. 732, 735–36 (Bankr. S.D.N.Y. 1991) (holding that the “doctrine of necessity” stands for the principle that a bankruptcy court may allow pre-plan payments of prepetition obligations where such payments are critical to the debtor's organization).

29. The relief requested by this Motion represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is justified under sections 105(a) and 363(b) of the Bankruptcy Code. The Debtors and their advisors believe that the Sale Guidelines represent the most efficient and appropriate means of maximizing the value of the Store Closure Asset, while balancing the potentially competing concerns of landlords and other parties in interest.

30. Further, ample business justification exists to conduct the Sales. Prior to the Petition Date, the Debtors, with the assistance of their advisors, engaged in an extensive review of each of their stores to: (a) identify underperforming stores; (b) consider whether the store's performance can be improved by various initiatives, including through the negotiation of lease concessions with landlords; and (c) determine what stores should be closed promptly to eliminate their ongoing negative impact on the Debtors' financial performance and to improve the Debtors' liquidity. This process has resulted in the Debtors' identification of the Closing Stores.

31. Any delay in consummating the Sales would diminish the recovery tied to monetization of the Store Closure Assets for a number of reasons, chief among them that the Closing Stores, after taking into account required ongoing financial support, fail to generate positive cash flow and therefore are a drain on liquidity. Thus, the Debtors will realize an



immediate benefit in terms of financial liquidity upon the sale of the Store Closure Assets and the termination of operations at the Closing Stores. Further, the swift and orderly conclusion of the Sales will allow the Debtors to timely reject the applicable Store leases that have no value and therefore avoid the accrual of unnecessary administrative expenses for rent payment.

32. Courts in this jurisdiction and other districts have recently approved sale guidelines in chapter 11 cases on an interim basis, and numerous courts have granted retail debtors first-day authority to implement such procedures. *See, e.g., In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D. Va. Feb. 18, 2020) (approving procedures for store closings); *In re Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. June 12, 2017) (same); *see also In re Stage Stores, Inc.*, No. 20-32564 (DRJ) (Bankr. S.D. Tex. May 13, 2020) (same); *In re Barney's New York, Inc.*, No. 19-36300 (CGM) (Bankr. S.D.N.Y. Aug. 15, 2019) (same); *In re rue21, inc.*, No. 17-22045 (GLT) (Bankr. W.D. Pa. May 18, 2017) (same).<sup>6</sup> The sale guidelines approved in the foregoing cases are substantially similar to the Sale Guidelines attached hereto.

**III. The Court Should Approve the Sale of the Store Closure Assets Free and Clear of all Liens, Encumbrances, and Other Interests Under Section 363(f) of the Bankruptcy Code.**

33. The Debtors request approval to sell the Store Closure Assets on a final “as is” basis, free and clear of any and all liens, claims, and encumbrances in accordance with section 363(f) of the Bankruptcy Code. A debtor in possession may sell property under sections 363(b) and 363(f) of the Bankruptcy Code “free and clear of any interest in such property of an entity other than the estate” if any one of the following conditions is satisfied: (i) applicable non-bankruptcy law permits sale of such property free and clear of such interest; (ii) such entity

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<sup>6</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

consents; (iii) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (iv) such interest is in *bona fide* dispute; or (v) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f); *see also In re Byrd*, No. 01-25006, 2007 WL 1485441, at \*14 (Bankr. D. Md. May 18, 2007) (noting that since section 363(f) is written in the disjunctive, the court may approve a sale free and clear if any one subsection is met).

34. The Debtors anticipate that, to the extent there are liens on the Store Closure Assets, all holders of such liens will consent to the Sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. Any and all liens on the Store Closure Assets sold under the Sales would attach to the remaining net proceeds of such sales with the same force, effect, and priority as such liens currently have on these assets, subject to the rights and defenses, if any, of the Debtors and of any party-in-interest with respect thereto. Moreover, all identified lienholders will receive notice and will be given sufficient opportunity to object to the relief requested on a final basis.

35. Accordingly, the Debtors submit that the sale of the Store Closure Assets satisfies the statutory requirements of section 365(f) of the Bankruptcy Code and should, therefore, be free and clear of any liens, claims, encumbrances, and other interests.

**IV. The Court Should Waive Compliance with Applicable State Laws and Approve the Dispute Resolution Procedures.**

36. The Debtors' ability to conduct the Sales in accordance with the Sale Guidelines and without complying with Applicable State Laws is critical to the Sales' success. Although the Debtors intend to comply with state and local health and safety laws and consumer protection laws in conducting the Sales, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits, and other procedures for store closing, liquidation, or similar sales.

Additionally, compliance with Fast Pay Laws would require the Debtors to pay terminated employees within a time frame that would be detrimental to the conduct of these chapter 11 cases, if not impossible.

37. To eliminate the time, delay, and expense associated with the administrative procedures necessary to comply with the Applicable State Laws, the Debtors propose the Sale Guidelines as a way to streamline the administrative burdens on their estates while still adequately protecting the broad and varied interests of both landlords and applicable governmental agencies charged with enforcing any Liquidation Sale Laws that may apply to the Store Closings. As such, the Debtors believe the Sale Guidelines mitigate any concerns that their landlords or governmental agencies may raise with respect to the Store Closings, and, therefore, the below requested relief is in compliance with any applicable Liquidation Sale Laws.

38. The Debtors submit that there is strong support for granting them the authority to not comply with the Liquidation Sale Laws. **First**, it is generally accepted that many state statutes and regulations provide that, if a liquidation or bankruptcy sale is court authorized, a company need not comply with the Liquidation Sale Laws. *See, e.g.*, Ark. Code Ann. § 4-74-103 (exempting from the provisions of the chapter sales pursuant to any court order); Fla. Stat. Ann. § 559.25(2) (same); Ga. Code Ann. § 10-1-393(b)(24)(C)(iv) (same); 815 ILCS § 350/3 (same); La. Rev. Stat. Ann. § 51:43(1) (same); N.Y. Gen. Bus. Law § 584(a) (same); Or. Rev. Stat. Ann. § 646A.100(2)(b) (“‘Going out of business sale’ does not include a sale conducted by a bankruptcy trustee.”); Tex. Bus. & Com. Code Ann. § 17.91(3) (exempting from subchapter sales conducted pursuant to court order). **Second**, pursuant to section 105(a) of the Bankruptcy Code, the Court has the authority to permit the Store Closings to proceed notwithstanding contrary Applicable State Laws as it is essential to the continued operation of the Debtors’ business. **Third**, this Court will

be able to supervise the Store Closings because the Debtors and their assets are subject to this Court's exclusive jurisdiction. *See* 28 U.S.C. § 1334. As such, creditors and the public interest are adequately protected by notice of this Motion and the ongoing jurisdiction and supervision of the Bankruptcy Court because the Debtors are only seeking interim relief at the outset of these cases, and parties in interest will be able to raise any further issues at the final hearing.

39. Further, bankruptcy courts have consistently recognized, with limited exception, that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See In re Williams*, No. 06-32921 KRH, 2007 WL 2122131, at \*9 (Bankr. E.D. Va. July 19, 2007) (“When a conflict exists between state law and bankruptcy laws enacted by Congress, the state law is superseded.”); *In re WBQ P'ship*, 189 B.R. 97, 108 (Bankr. E.D. Va. 1995) (holding that the Bankruptcy Code preempted the provisions of Va.Code § 32.1–329 since Virginia law inhibited the sale of assets free and clear in contravention of section 363(f)); *see also In re LandAmerica Fin. Grp., Inc.*, 470 B.R. 759, 780 (Bankr. E.D. Va. 2012) (holding that the “scope of preemption under § 1123(a) of the Bankruptcy Code is broad enough to preempt any state law that would restrict the objectives and operation of a debtor's reorganization plan”); *In re Harrison*, No. ADV. 93-3129S, 1994 WL 16191613, at n.2 (Bankr. E.D. Va. Jan. 14, 1994) (holding that the provisions of the Bankruptcy Code preempt the holdings of the state supreme court as it pertains to treatment of interest on arrearages).

40. Courts in some jurisdictions have found that preemption of state law is not appropriate if the laws deal with public health and safety. *See Baker & Drake, Inc. v. Pub. Serv. Comm'n of Nev. (In re Baker & Drake, Inc.)*, 35 F.3d 1348, 1353–54 (9th Cir. 1994) (holding that Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure). However, preemption is appropriate where, as is the case here, the

only state laws involved concern economic regulation rather than the protection of public health and safety. *See In re Baker & Drake, Inc.*, 35 F.3d at 1353 (finding that “federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety”).

41. Under the circumstances of these chapter 11 cases, enforcing the strict requirements of the Liquidation Sale Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors’ ability to maximize estate assets for the benefit of creditors. Accordingly, authorizing the Sales without the delays and burdens associated with obtaining various state and local licenses, observing state and local waiting periods or time limits, and/or satisfying any additional requirements with respect to advertising and similar items is necessary and appropriate. The Debtors do not seek a general waiver of all state and local law requirements, but only those that apply specifically to retail liquidation sales. Indeed, the requested waiver is narrowly tailored to facilitate the successful consummation of the Sales. Moreover, the Debtors will comply with applicable state and local public health and safety laws, and applicable tax, labor, employment, environmental, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising. Finally, the Dispute Resolution Procedures provide an ordered means for resolving any disputes arising between the Debtors and any Governmental Units with respect to the applicability of any Liquidation Sale Laws, and should therefore be approved.

42. Based on the foregoing, courts in this district and other jurisdictions have granted similar relief in other bankruptcy cases under similar circumstances. *See, e.g., In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Feb. 6, 2018) (authorizing store closing sales and waiving compliance with any lease restrictions, sale laws, and “Fast Pay Laws”); *In re The*

*Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 11, 2017); (same); *see also In re J.C. Penney, Inc.*, No. 20-20182 (DRJ) (Bankr. S.D. Tex. June 11, 2020) (same); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (same); *In re Barney's New York, Inc.*, No. 19-36300 (CGM) (Bankr. S.D.N.Y. Aug. 15, 2019) (same).<sup>7</sup>

**V. The Court Should Waive Compliance with Restrictions in the Debtors' Leases.**

43. Certain of the Debtors' leases governing the premises of the stores subject to the Sales may contain provisions purporting to restrict or prohibit the Debtors from conducting store closing, liquidation, or similar sales. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor's ability to properly administer its reorganization case and maximize the value of its assets under section 363 of the Bankruptcy Code. *See In re Ames Dep't Stores, Inc.*, 136 B.R. 357, 359 (Bankr. S.D.N.Y. 1992) (deciding that enforcement of such lease restrictions would "contravene overriding federal policy requiring debtor to maximize estate assets. . ."); *In re R.H. Macy and Co., Inc.*, 170 B.R. 69, 73-74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term, because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store); *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467-68 (Bankr. N.D. Ga., 1990) (finding that a debtor's efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced); *In re Lisbon Shops, Inc.*, 24 B.R. 693, 695 (Bankr. E.D. Mo. 1982) (holding restrictive lease provision unenforceable in chapter 11 case where debtor sought to conduct a liquidation sale).

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<sup>7</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

44. Store closing sales are a routine part of chapter 11 cases involving retail debtors. Such sales are consistently approved by courts, despite provisions in recorded documents or agreements purporting to forbid such sales. Indeed, courts have repeatedly deemed such restrictive contractual provisions unenforceable as impermissible restraints on a debtor's ability to maximize the value of its assets under section 363 of the Bankruptcy Code. *See, e.g., In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Feb. 6, 2018) (authorizing store closing sales without requiring compliance with lease provisions affecting store closing or liquidation sales); *In re Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 11, 2017) (same); *In re J.C. Penney, Inc.*, No. 20-20182 (DRJ) (Bankr. S.D. Tex. June 11, 2020) (same); *see also In re Stage Stores, Inc.*, No. 20-32564 (DRJ) (Bankr. S.D. Tex. May 13, 2020); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (same).<sup>8</sup>

45. Thus, to the extent that such provisions or restrictions exist in any of the leases of the stores subject to the Sales, the Debtors request that the Court authorize the Debtors and or the Consultant to conduct any liquidation sales without interference by any landlords or other persons affected, directly or indirectly, by the liquidation sales.

#### **VI. The Court Should Approve the Abandonment of Certain Property In Connection with Any Liquidation Sales.**

46. After notice and a hearing, a debtor "may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a); *see also In re Jalajel*, No. 09-11453, 2010 WL 3946420, at \*4 (Bankr. E.D. Va. Oct. 8, 2010) (stating that if trustee "believes the assets are of de minimus value, he will abandon them").

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<sup>8</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

47. The Debtors are seeking to sell all Store Closure Assets in the Closing Stores. However, the Debtors may determine that the costs associated with holding or selling certain Store Closure Assets exceeds the proceeds that will be realized upon their sale, or that such property is not sellable at all. In such event, the property is of inconsequential value and benefit to the estates and/or may be burdensome to retain.

48. To maximize the value of the Debtors' assets and to minimize the costs to the estates, the Debtors respectfully request authority to abandon any of their remaining Store Closure Assets located at any of the Stores without incurring liability to any person or entity. The Debtors further request that the landlord of each Store with any abandoned Store Closure Assets be authorized to dispose of such property without liability to any third parties.

49. Notwithstanding the foregoing, the Debtors will utilize all commercially reasonable efforts to remove or cause to be removed any confidential or 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 name, social security number, date of birth, government-issued identification number, account number, and credit or debit card number) in any of the Debtors' hardware, software, computers or cash registers or similar equipment that are to be sold or abandoned.

**VII. The Bankruptcy Court Should Approve the Procedures Relating to the Additional Closing Stores.**

50. The Debtors request that the Sale Guidelines and the Interim Order or Final Order, as applicable, apply to any Additional Closing Stores. In order to provide landlords and other parties in interest with information regarding the ultimate disposition of the Stores, to the extent that the Debtors seek to conduct the Sales at any Additional Closing Store, the Debtors will (a) first consult with the Required Consenting Creditors (as such term is used in the Restructuring Support



Agreement) and counsel to the ABL Agent, (b) file a list of such Additional Closing Stores with the Bankruptcy Court (the “Additional Closing Store List”), and serve a notice of their intent to conduct the Sales at the Additional Closing Stores on the applicable landlords (the “Additional Closing Store Landlords”) and interested parties, including the U.S. Trustee and any statutory committee of creditors appointed in these chapter 11 cases, by email (to the extent available to the Debtors) or overnight mail. With respect to Additional Closing Store Landlords, the Debtors will mail such notice to the notice address set forth in the lease for such Additional Closing Store (or, if none, at the last known address available to the Debtors).

51. The Debtors propose that the Additional Closing Store Landlords (each of whom will have already been served with this Motion, the Interim Order and possibly the Final Order) and any interested parties have seven days after service of the applicable Additional Closing Store List to object to the application of the Interim Order or the Final Order to their Stores. If no timely objections are filed with respect to the application of the Interim Order or the Final Order to an Additional Closing Store, then the Debtors should be authorized, pursuant to sections 105(a), and 363(b) and (f) of the Bankruptcy Code, to proceed with conducting the Sales at the Additional Closing Store in accordance with the Interim Order or the Final Order, as applicable, the Sale Guidelines, and, if being conducted by the Consultant, with the Consulting Agreement.

52. If any objections are filed with respect to the application of the Interim Order or the Final Order, as applicable, to an Additional Closing Store, and such objections are not resolved, the objections and the application of the Interim Order or the Final Order, as applicable, to the Additional Closing Store will be considered by the Court at the next regularly scheduled omnibus hearing, subject to the rights of any party to seek relief on an emergency basis on shortened notice, to the extent necessary so that the Debtors can move promptly to maximize value and minimize

expenses for the benefit of their creditors and stakeholders. *See, e.g., In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (approving similar procedures for supplemental stores on a final basis); *In re rue21, inc.*, No. 17-22045 (GLT) (Bankr. W.D. Pa. May 18, 2017) (approving similar procedures for supplemental stores on an interim basis); *In re APP Winddown, LLC (f/k/a American Apparel, LLC)*, No. 16-12551 (BLS) (Bankr. D. Del. Dec. 19, 2016) (approving similar procedures for supplemental stores on a final basis); *In re Golfsmith Int'l Holdings, Inc.*, No. 16-12033 (LSS) (Bankr. D. Del. Oct. 13, 2016) (same); *In re Orchard Supply Hardware Stores Corp.*, No. 13-11565 (CSS) (Bankr. D. Del. June 28, 2013) (same).<sup>9</sup>

**VIII. The Court Should Find That Any Sale of the Store Closure Assets Does Not Require the Appointment of a Consumer Privacy Ombudsman.**

53. Section 363(b)(1) of the Bankruptcy Code provides that a debtor may not sell or release personally identifiable information about individuals unless such sale or lease is consistent with its policies or upon appointment of a consumer privacy ombudsman pursuant to section 332 of the Bankruptcy Code. The Debtors will not be selling or releasing personally identifiable information in the course of the Sales. Therefore, appointment of a consumer privacy ombudsman is unnecessary.

**IX. The Court Should Find that the Landlords are Required to Relinquish the Lockout Stores and Seized Inventory to the Debtors.**

54. As described in greater detail in the First Day Declaration, the COVID-19 pandemic forced the Debtors to temporarily close all of their retail locations and cease rent payments due under existing lease obligations to preserve liquidity. During this period, a handful of landlords locked the Debtors out of certain of their retail store locations (such stores, the “Lockout Stores”)

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<sup>9</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

without relinquishing the existing inventory therein (the “Seized Inventory”). The Debtors request that the Court require the landlords to relinquish any Seized Inventory to the Debtors and their estates, consistent with sections 362, 365, and 541 of the Bankruptcy Code and grant the Debtors access to the Lockout Stores.

55. Pursuant to section 541(a)(1) of the Bankruptcy Code, all legal or equitable interests of the debtor in property as of the commencement of the case become property of the estate. 11 U.S.C. § 541(a)(1). As a general principle, state law determines the nature and extent of a debtor’s property interests and the Bankruptcy Code determines the extent to which those property interests are property of the estate. *See Butner v. United States*, 440 U.S. 48, 55 (1979). Where a lease has not terminated prior to the filing of a chapter 11 petition, the bankruptcy estate retains an interest in the leased property. *See, e.g., In re Alvarez*, 319 B.R. 108, 111 (Bankr. W.D. Pa. 2004). Notwithstanding the Bankruptcy Code’s deference to state law with respect to the nature and extent of a debtor’s interest in property, the Debtors’ interests in many of the Lockout Stores and all of the Seized Inventory are nevertheless property of the estate.

56. Section 362(a)(3) of the Bankruptcy Code imposes a stay of “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362 (a)(3). There is a circuit split as to whether, upon receiving notice of a bankruptcy petition, a creditor *automatically* violates the stay by maintaining possession of property that it lawfully repossessed prepetition or whether the debtor must take further action to regain possession of the property in dispute. The majority view in the Second, Seventh, Eighth, Ninth, and Eleventh Circuits provides that a secured creditor must return property to the debtor upon learning of a debtor’s bankruptcy filing or otherwise violates the automatic stay. *In re Fulton*, 926 F.3d 916 (7th Cir. 2019), *cert. granted*, 205 L. Ed. 2d 449 (U.S. Dec. 18, 2019)

(No. 19-357) (finding section 362(a)(3) becomes effective immediately upon filing the petition and is not dependent on the debtor first bringing a turnover action); *In re Weber*, 719 F.3d 72 (2d Cir. 2013) (holding refusal to turnover property seized prepetition constitutes an exercise of control in violation of the automatic stay); *In re Del Mission Ltd.*, 98 F.3d 1147, 1151 (9th Cir. 1996) (“To effectuate purpose of automatic stay, which is to alleviate financial strains on debtor, onus to return estate property is placed upon possessor . . . .”); *In re Knaus*, 889 F.2d 773, 775 (8th Cir. 1989) (finding creditor’s failure to voluntarily turn over property taken lawfully prepetition constituted violation of automatic stay). However, the Tenth and D.C. Circuits hold a minority view that a secured creditor is not obligated to return property to the debtor until the debtor obtains a Bankruptcy Court order requiring the creditor to do so. *See generally In re Cowen*, 849 F.3d 943, 948 (10th Cir. 2017) (finding the automatic stay did not prohibit secured creditors from passively retaining possession of collateral which they had repossessed prepetition without further order of the bankruptcy court); *U.S. v. Inslaw, Inc.*, 932 F.2d 1467 (D.C. 1991) (finding continued use of debtor’s property did not constitute exercise of control to support finding of willful violation of the automatic stay without further order of the bankruptcy court).

57. Notably, under either view, the Debtors would be entitled to seek the turnover of any property of the estate that is being held by the prepetition landlords. The only split is whether the landlords’ continued postpetition possession alone constitutes a violation of the automatic stay. For the avoidance of doubt, by this Motion the Debtors are not requesting a finding that such landlords are in violation of the automatic stay, but rather a direction from this Court to applicable landlords to relinquish to the Debtors access to any Lockout Stores and possession of any Seized Inventory that constitutes property of the estate.

58. Indeed, to the extent any landlord asserts a statutory lien over the Seized Inventory, such lien likely is subordinated to the prepetition secured liens issued pursuant to the Debtors' existing funded debt. The Debtors are parties to leases in a number of jurisdictions, and each lease is governed by state law. Certain states grant statutory liens on a tenant's inventory or personal assets for the nonpayment of rent. Statutory liens vary from state to state, and enforcement of a landlord lien generally requires judicial action. *See, e.g.*, D.C. Code Ann. § 45-1414(1) (providing that a landlord must obtain a judgment to levy against goods); Va. Code Ann. § 55-230 (same); Tex. Prop. Code § 54.021 (same). Further, states impose various restrictions on the scope of the landlord lien. Tex. Prop. Code § 54.021 (limits a landlord's lien to secure rent solely for the preceding 12-month period from the time of default); Va. Code Ann. § 8.01-130.6. (provides that a landlord's lien may only be asserted against property on the premises at the time of the default or in the previous 30 days, and further, that the lien may only be asserted for six-months' rent.)

59. Practically, secured lenders typically require landlords to enter into waiver and subordination agreements for any landlord lien that may arise upon the event of a default before the borrower-tenant enters into any lease agreements. These subordination agreements are common in commercial transactions and expressly allowed under the U.C.C. U.C.C. § 9-339. Here, many of the Debtors' landlords have agreed to subordinate their respective liens to the Debtors' funded debt, consisting of a senior secured asset based revolver and a senior secured term loan. Accordingly, due to the bargained for position that the landlords agreed to, such liens would be subordinated, and the applicable Seized Inventory should be returned to benefit the Debtors' estate.

**The Requirements of Bankruptcy Rule 6003 Are Satisfied**

60. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm."

For the reasons discussed above, authorizing the Debtors to (a) to conduct the Store Closings as well as granting the other relief requested herein is integral to the Debtors' ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order to preserve the ongoing value of the Debtors' operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

61. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**Waiver of Memorandum of Points and Authorities**

62. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

**Reservation of Rights**

63. Nothing contained herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion;

(e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

**Notice**

64. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) counsel to the Ad Hoc Group; (f) the United States Attorney's Office for the Eastern District of Virginia; (g) the Internal Revenue Service; (h) the office of the attorneys general for the states in which the Debtors operate; (i) the Securities and Exchange Commission; (j) the National Association of Attorneys General; (k) all parties who are known by the Debtors to assert liens against the Store Closure Assets; (l) all state attorneys general in which the Store Closure Assets are located; (m) municipalities in which the Store Closure Assets are located; (n) all of the Debtors' landlords at the locations of the Stores; (o) all applicable state and consumer protection agencies; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

65. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Richmond, Virginia  
Dated: July 23, 2020

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Edward O. Sassower, P.C.  
Steven N. Serajeddini, P.C. (*pro hac vice* pending)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
Email: edward.sassower@kirkland.com  
steven.serajeddini@kirkland.com

-and-

John R. Luze (*pro hac vice* pending)  
300 North LaSalle Street  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200  
Email: john.luze@kirkland.com

*/s/ Cullen D. Speckhart*

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**COOLEY LLP**  
Cullen D. Speckhart (VSB 79096)  
*Admitted to practice in New York, Virginia, Missouri and Texas; Not admitted to practice in DC, supervised by members of DC bar*  
Olya Antle (VSB 83153)  
*Admitted to practice in Virginia; Not admitted to practice in DC, supervised by members of DC bar*  
1299 Pennsylvania Avenue, NW, Suite 700  
Washington, DC 20004-2400  
Telephone: (202) 842-7800  
Facsimile: (202) 842-7899  
Email: cspeckhart@cooley.com  
oantle@cooley.com

*Proposed Co-Counsel to the Debtors and Debtors in Possession*



**Exhibit A**

**Proposed Interim Order**

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Edward O. Sassower, P.C.  
Steven N. Serajeddini, P.C. (*pro hac vice* pending)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
-and-  
John R. Luze (*pro hac vice* pending)  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

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*Admitted to practice in Virginia; Not admitted to practice in DC, supervised by members of DC bar*  
1299 Pennsylvania Avenue, NW, Suite 700  
Washington, DC 20004-2400  
Telephone: (202) 842-7800  
Facsimile: (202) 842-7899

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

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In re: )  
 ) Chapter 11  
ASCENA RETAIL GROUP, INC., *et al.*,<sup>1</sup> )  
 ) Case No. 20-33113 (KRH)  
 )  
Debtors. ) (Joint Administration Requested)  
 )

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**INTERIM ORDER GRANTING THE  
DEBTORS’ MOTION FOR ENTRY OF INTERIM AND  
FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO ASSUME  
THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES  
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”), (a) authorizing the Debtors to assume the Consulting Agreement, (b) authorizing and approving the Sale Guidelines,

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://cases.primeclerk.com/ascena>. The location of Debtor Ascena Retail Group, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 933 MacArthur Boulevard, Mahwah, New Jersey 07430.

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

with such sales to be free and clear of all liens, claims, and encumbrances, and (c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY FOUND AND DETERMINED THAT:<sup>3</sup>

1. The Debtors have advanced sound business reasons for seeking to assume the Consulting Agreement and adopt the Sale Guidelines, on an interim basis subject to the Final Hearing, as set forth in the Motion and at the Hearing, and entering into the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and in the best interests of the Debtors and their estates.

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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. *See* Fed. R. Bankr. P. 7052

2. The conduct of the Sales in accordance with the Sale Guidelines will provide an efficient means for the Debtors to dispose of the Store Closure Assets.

3. The Consulting Agreement was negotiated, proposed and entered into by the Consultant and the Debtors without collusion, in good faith, and from arm's length bargaining positions.

4. The assumption of the Consulting Agreement on an interim basis is a sound exercise of the Debtors' business judgment.

5. 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.

6. The Store Closings and Sales are in the best interest of the Debtors' estates.

7. 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 THAT:**

8. The Motion is granted as provided herein.

9. The final hearing (the "Final Hearing") on the Motion shall be held on \_\_\_\_\_, 2020, at \_\_\_:\_\_\_ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time on \_\_\_\_\_, 2020, and served on the Notice Parties. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

10. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Interim Order.

11. To the extent of any conflict between this Interim Order, the Sale Guidelines, and the Consulting Agreement, the terms of this Interim Order shall control over all other documents and the Sale Guidelines shall control over the Consulting Agreement.

12. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall take effect immediately upon its entry.

**I. Authority to Assume the Consulting Agreement.**

13. The assumption of the Consulting Agreement by the Debtors pursuant to section 365 of the Bankruptcy Code is approved on an interim basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreement, including making all payments required by the Consulting Agreement to the Consultant without the need for any application of the Consultant or a further order of the Court.

14. Subject to the restrictions set forth in this Interim Order and the Sale Guidelines, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the Sales and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement and/or the Store Closings prior to the date of this Interim Order, are hereby approved and ratified.

15. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising out of the Consultant's fraud, willful misconduct, or gross negligence.

**II. Authority to Engage in Store Closings.**

16. The Debtors are authorized on an interim basis pending the Final Hearing, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately continue and conduct

the Sales at the Closing Stores in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreement, if applicable.

17. The Sale Guidelines are approved in their entirety on an interim basis.

18. The Debtors are authorized to discontinue operations at the Closing Stores in accordance with this Interim Order and the Sale Guidelines.

19. All entities that are presently in possession of some or all of the Store Closure Assets in which the Debtors hold an interest that are or may be subject to the Sales or this Interim Order hereby are directed to surrender possession of such Store Closure Assets to the Debtors or the Consultant.

20. Neither the Debtors nor the Consultant 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 under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Store Closings and to take the related actions authorized herein.

### **III. Conduct of the Sales.**

21. All newspapers and other advertising media in which the Sales 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 Sales and the sale of the Store Closure Assets, including, without limitation, to conduct and advertise the sale of the Store Closure Assets in the manner contemplated by and in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreement.

22. The Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Sales without necessity of further order of this Court as provided in the Consulting Agreement or the Sale Guidelines, 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.

23. 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 Store Closure Assets, to the extent that, prior to the Final Hearing, disputes arise during the course of such sale regarding laws regulating the use of sign-walkers, banners, or other advertising and the Debtors and the Consultant 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, or (b) within two business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

24. The sale of the Store Closure Assets shall be conducted by the Debtors and the Consultant 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 or the Sales (including the sale of the Store Closure Assets), the rejection of leases, abandonment of assets, or “going dark” provisions shall not be enforceable in conjunction with the Sales or the Store Closings. Breach of any such provisions in these chapter 11 cases in conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Interim Order and the Sale Guidelines. The Debtors, Consultant, and landlords of the Closing Stores are authorized to enter into agreements (“Side Letters”)

between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, Consultant, and any such landlords; *provided* that nothing in such Side Letters affects the provisions of this Interim Order. In the event of any conflict between the Sale Guidelines, this Order, and any Side Letter, the terms of such Side Letter shall control. In the event of a dispute between the Consultant and a landlord on the terms of a Side Letter, the Consultant and the landlord agree that they may seek an emergency hearing before the Court on no less than five business days' notice, unless the parties agree to a hearing on a shorter notice, in each respect subject to the Court's availability.

25. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service provider, utility, and creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Store Closure Assets 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 in the Bankruptcy Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.



26. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Stores and all related Store services, furniture, fixtures, equipment, and other assets of the Debtors for the purpose of conducting the Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines and this Interim Order.

27. All sales of Store Closure Assets shall be “as is” and final. Returns related to the purchase of Store Closure Assets shall not be accepted at stores that are not participating in the Store Closings.

28. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Sales 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. The Consultant shall collect, remit to the Debtors, and account for sales taxes as and to the extent provided in the Consulting Agreement. 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.

29. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell and all sales of Store Closure Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all of any liens, claims, encumbrances, and other

interests; provided, however, that any such of any liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closure Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

30. Neither the Sale Guidelines, Consulting Agreement, nor this Interim Order authorize the Debtors to transfer or sell 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 ("PII") of any customers unless such sale or transfer is permitted by the Debtors' privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules (collectively, the "Applicable Privacy Laws"). The foregoing shall not limit the Consultant's use of the Debtors' customer lists and mailing lists in accordance with the Consulting Agreement solely for purposes of advertising and promoting the Sales.

31. 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 or abandoned so as to render the PII unreadable or undecipherable. At the conclusion of the Sales, 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.

32. On a confidential basis and for professionals' "eyes only" and upon written request (including email), the Debtors shall provide the U.S. Trustee with copies of periodic reports concerning the Sales that are prepared by the Debtors, their professionals or the Consultant; *provided* 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 Sales.

33. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Stores. The Debtors and the Consultant are authorized to sell the Debtors' FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Consulting Agreement.

34. Within 30 days of conclusion of the Sale, the Debtors shall provide the U.S. Trustee with a summary report of the store closing process that will include (i) a list of the stores closed, (ii) gross revenue from the store closing assets sold, and (iii) detail and information regarding the calculation of the fees paid to the Consultant and expenses reimbursed to the Consultant.

35. Notwithstanding this or any other provision of this Interim Order, nothing shall prevent or be construed to prevent the Consultant (individually, as part of a joint venture, or otherwise) or any of its affiliates from providing additional services to and/or bidding on the Debtors' assets not subject to the Consulting Agreement pursuant to an agency agreement or otherwise ("Additional Assets"). The Consultant (individually, as part of a joint venture, or otherwise) or any of its affiliates are hereby authorized to bid on, guarantee, or otherwise acquire such Additional Assets, or offer to provide additional services, notwithstanding anything to the contrary in the Bankruptcy Code or other applicable law; *provided* that such services guarantee, transaction, or acquisition is approved by separate order of this Court.

36. Not later than ten business days prior to the objection deadline related to entry of an order approving the Motion on a final basis, the Consultant shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these chapter 11 cases.

#### **IV. Procedures Relating to Additional Stores.**

37. To the extent that the Debtors seek to conduct the Sales at any Additional Closing Store, the Sale Guidelines and this Interim Order shall apply to the Additional Closing Stores.

38. Prior to conducting the Sales at any Additional Closing Store, the Debtors will file a list of such Additional Closing Stores with this Court (the “Additional Closing Store List”), and serve a notice of their intent to conduct the Sales at the Additional Closing Stores on the applicable landlords (the “Additional Closing Store Landlords”) and interested parties, including the U.S. Trustee, counsel for the ABL Agent, and any statutory committee of creditors appointed in these chapter 11 cases, by email (to the extent available to the Debtors) or overnight mail. With respect to Additional Closing Store Landlords, the Debtors will mail such notice to the notice address set forth in the lease for such Additional Closing Store (or, if none, at the last known address available to the Debtors).

39. The Additional Closing Store Landlords and any interested parties shall have seven days after service of the applicable Additional Closing Store List to object to the application of this Interim Order or the Final Order. If no timely objections are filed with respect to the application of this Interim Order or the Final Order to an Additional Closing Store, the Debtors should be authorized, pursuant to sections 105(a) and 363(b) and (f) of the Bankruptcy Code, to proceed with conducting the Sales at the Additional Closing Store in accordance with this Interim Order or the Final Order, as applicable, the Sale Guidelines, and the Consulting Agreement. If any objections are filed with respect to the application of this Interim Order or the Final Order, as applicable, to an Additional Closing Store, and such objections are not resolved, the objections

and the application of this Interim Order or the Final Order, as applicable, to the Additional Closing Store will be considered by the Court at the next regularly scheduled omnibus hearing, subject to the rights of any party to seek relief on an emergency basis on shortened notice, to the extent necessary so that the Debtors can move promptly to maximize value and minimize expenses for the benefit of their creditors and stakeholders.

**V. Dispute Resolution Procedures with Governmental Units.**

40. Nothing in this Interim Order, the Consulting Agreement, or the Sale Guidelines, 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, the Consulting Agreement, or the Sale Guidelines 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 and the Sales 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 Agreement, or the Sale Guidelines, 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(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, 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.

41. To the extent that the sale of Store Closure Assets 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 Store Closure Assets, the dispute resolution procedures in this section shall apply.

- i. Provided that the Sales are conducted in accordance with the terms of the Interim Order or the Final Order, as applicable, and the Sale Guidelines, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors and the Consultant will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of the Interim Order or the Final Order, as applicable, and the Sale Guidelines without the necessity of further showing compliance with any Liquidation Sale Laws.
- ii. Within three business days after entry of the Interim Order, the Debtors will serve by first-class mail copies of the Interim Order, the proposed Final Order, the Consulting Agreement, and the Sale Guidelines on the following: (a) the Attorney General’s office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; (d) the chief legal counsel for the local jurisdiction; and (e) the landlords for the Stores (collectively, the “Dispute Notice Parties”).
- iii. With respect to any Additional Closing Stores, within three business days after filing any Additional Closing Store List with the Bankruptcy Court, the Debtors will serve by first-class mail, copies of the Interim Order or Final Order, as

applicable, the Consulting Agreement, and the Sale Guidelines on the Dispute Notice Parties.

- iv. To the extent that there is a dispute arising from or relating to the Sales, the Interim Order, or the proposed Final Order, as applicable, the Consulting Agreement, or the Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a “Reserved Dispute”), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of the Interim Order, or service of an Additional Store Closing 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) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven N. Serajeddini, P.C. and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: John R. Luze and Jeff Michalik; (b) Cooley LLP, 1299 Pennsylvania Avenue, NW, Suite 700, Washington, DC 20004-2400, Attn: Cullen D. Speckhart and Olya Antle; (c) counsel to the Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Evan R. Fleck; (d) counsel to the ABL Agent, (i) Morgan Lewis & Bockius LLP, One Federal Street, Boston Massachusetts 02110, Attn: Matthew F. Furlong, Julia Frost-Davies and Christopher L. Carter, and (ii) Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown; (e) the Consultant, SB360 Capital Partners, LLC, 1010 Norther Blvd., Great Neck, New York 11021, Attn: Aaron Miller; and (f) counsel to the Consultant, Greenberg Traurig LLP, One International Place, Suite 2000, Boston, Massachusetts 02110, Attn: Jeffrey M. Wolf. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).
- v. 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: (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) 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 any Interim Order or Final Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sales pursuant to the Interim Order or the Final Order, absent further order of the Bankruptcy Court. Upon the entry of the Interim Order or the Final Order, as applicable, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, as applicable, the Consulting Agreement, and/or the Sale Guidelines 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.

- vi. If, at any time, a dispute arises between the Debtors and/or the Consultant 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 (iv) and (v) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

42. Subject to paragraphs 40 and 41 above, each and every federal, state, or local agency, departmental or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales 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 or the Consultant be required to post any bond, to conduct the Sales.

43. Provided that the Sales are conducted in accordance with the terms of this Interim Order, the Consulting Agreement, and the Sale Guidelines, and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and the Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Interim Order and the Sale Guidelines without the necessity of further showing compliance with any such Liquidation Sale Laws.

44. Within three business days of this Interim Order, the Debtors shall serve copies of this Interim Order, the Consulting Agreement and the Sale Guidelines via e-mail, facsimile or regular mail, on: (a) the Debtors, Ascena Retail Group, Inc., 933 MacArthur Boulevard, Mahwah, New Jersey 07430, Attn: Michael Veitenheimer; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven N. Serajeddini, P.C., and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: John R. Luze



and Jeff Michalik; (c) proposed co-counsel to the Debtors, Cooley LLP, 1299 Pennsylvania Avenue, NW, Suite 700, Washington, DC 20004-2400, Attn: Cullen D. Speckhart and Olya Antle; (d) the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304, Richmond, Virginia 23219, Attn.: Kathryn Montgomery; (e) counsel to the Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Evan R. Fleck; (f) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; (g) all parties who are known by the Debtors to assert liens against the Store Closure Assets; (h) all state attorneys general in which the Store Closure Assets are located; (i) municipalities in which the Store Closure Assets are located; (j) all of the Debtors' landlords at the locations of the Stores; (k) all applicable state and consumer protection agencies; and (l) any party that has requested 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.

**VI. Other Provisions.**

45. 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 Agreement.

46. To the extent the Debtors are subject to any state "fast pay" laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of: (a) the Debtors' next regularly scheduled payroll; and (b) seven calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

47. Upon request from the Debtors, and only to the extent the Debtors' interest in a Lockout Store or any Seized Inventory constitutes property of the estate, the applicable landlord

in possession of a Lockout Store or any Seized Inventory shall relinquish to the Debtors access to the Lockout Store or possession of the Seized Inventory, as applicable.

48. Notwithstanding anything to the contrary in this Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facility (in either case, the "Cash Collateral Order"); (ii) the documentation in respect of any such use of cash collateral and/or postpetition financing; and (iii) the budget governing any such use of cash collateral and/or postpetition financing, provided, however, that notwithstanding the foregoing, the Consultant's fees and expenses shall be paid from Gross Proceeds in accordance with the terms of the Consulting Agreement and this Order, without regard to the provisions of any Cash Collateral Order or such budget. To the extent there is any inconsistency between the term of the Cash Collateral Order and this Order, the terms of the Cash Collateral Order shall control.

49. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim, (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, priority or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any

entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

50. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

51. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

52. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

53. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

54. Cause exists to shorten the notice period set forth in Bankruptcy Rule 2002, to the extent possible.

55. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

56. This Court shall retain jurisdiction with regard to all issues or disputes relating to this Interim Order or the Consulting Agreement, 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, street sign, 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 and/or the Consultant for protection from interference with the Store Closings or Sales, (c) any other disputes related to the Store Closings or Sales, and (d) protection

of the Debtors and/or the Consultant against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action against the Debtors, the Consultant, the landlords, the Store Closings, or the Sales 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.

57. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: \_\_\_\_\_  
Richmond, Virginia

\_\_\_\_\_  
United States Bankruptcy Judge

WE ASK FOR THIS:

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Edward O. Sassower, P.C.  
Steven N. Serajeddini, P.C. (*pro hac vice* pending)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
-and-  
John R. Luze (*pro hac vice* pending)  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

/s/ Cullen D. Speckhart

**COOLEY LLP**  
Cullen D. Speckhart (VSB 79096)  
*Admitted to practice in New York, Virginia, Missouri and Texas; Not admitted to practice in DC, supervised by members of DC bar*  
Olya Antle (VSB 83153)  
*Admitted to practice in Virginia; Not admitted to practice in DC, supervised by members of DC bar*  
1299 Pennsylvania Avenue, NW, Suite 700  
Washington, DC 20004-2400  
Telephone: (202) 842-7800  
Facsimile: (202) 842-7899

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**CERTIFICATION OF ENDORSEMENT**  
**UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Cullen D. Speckhart

**Schedule 1**

**Consulting Agreement**



July 22, 2020

To: Ascena Retail Group, Inc.  
933 MacArthur Boulevard  
Mahwah, NJ 07430  
Attn: Dan Lamadrid, CFO

From: SB360 CAPITAL PARTNERS, LLC  
1010 Northern Blvd., Suite 340  
Great Neck, NY 11021  
Attn: Aaron Miller  
Email: [Amiller@sb360.com](mailto:Amiller@sb360.com)

Re: Store Closing Program – Consulting Agreement

Ladies and Gentlemen:

This letter shall serve as the master services agreement (the "Agreement") by and between SB360 Capital Partners, LLC ("Consultant") and Ascena Retail Group, Inc. (the "Merchant") (together with Consultant will be referred to as, the "Parties") pursuant to which Consultant shall serve as the consultant to a participating Brand (as defined below) to conduct a "store closing," "everything must go," "sale on everything," or other mutually agreed upon themed sale (the "Sale") at one or more retail stores which the participating Brand (as defined below) determines to close. It is understood that the Sale shall not be advertised as a "going out of business" sale at any of the Stores. With respect to the Stores in Canada, Consultant may assign this Agreement to its Canadian affiliate for purposes of conducting the Sale in Canada.

Attached as Exhibit 1 is the form of "Brand Participation Agreement " that will govern each store (or group of stores) to be closed pursuant to, and subject to the terms and conditions of, this Agreement ("Stores"). Each Brand Participation Agreement shall be incorporated by reference into this Agreement (and this Agreement shall be incorporated by reference into each Brand Participation Agreement); but otherwise each Brand Participation Agreement shall stand-alone and shall not be dependent upon any other Brand Participation Agreement

**Merchant Affiliates.** Merchant and Consultant acknowledge that the Agreement is a master services agreement establishing the general terms and conditions related to the services offered by Consultant that will apply to any subsidiary that elects to use and to procure such services from Consultant, provided the Brand sign a "Brand Participation Agreement" in the form set forth in Exhibit 1 attached hereto. "Brand" shall mean Tween

Brands, Inc., Lane Bryant, Inc., Catherines, Inc., AnnTaylor, Inc. or any other affiliate (including subsidiary) of Merchant. The Parties agree that each Brand Participation Agreement shall incorporate the terms of this Agreement, and shall constitute an agreement directly between Consultant and the applicable Brand. Upon execution of a Brand Participant Agreement, any references to “Merchant” herein shall refer to the applicable Brand that signs a Brand Participant Agreement. The foregoing notwithstanding, no Brand shall be bound by the terms of the Agreement unless and until such Brand enters into a Brand Participation Agreement with Consultant. The Agreement shall not constitute, nor shall it be deemed to constitute, an obligation on any Brand to enter into a Brand Participation Agreement with Consultant. Each Brand Participation Agreement shall be an independent contract between Consultant and the applicable Brand. Each Brand shall be solely responsible for its obligations under a Brand Participation Agreement, and neither Merchant nor any other Brand shall have any obligation or liability for or in connection with a Brand Participation Agreement executed by any Brand. Any breach by a Brand of a term or condition of its Brand Participation Agreement shall not affect the terms of, or the rights or obligations of a party under, this Agreement or any other Brand Participation Agreement. The Brand Participation Agreements and the Agreement shall, whenever possible, be interpreted to be consistent. In the event that there is a conflict between the terms of this Agreement and of a Brand Participation Agreement, the terms of this Agreement shall control; provided, however, that any additional terms and conditions set forth in Brand Participation Agreement which more specifically describe the services to be provided pursuant to such Brand Participation Agreement and which terms are not otherwise set forth in the Agreement shall govern with respect to such services.

On or about July 22, 2020, the Merchant and the Brands intend to file for protection under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 by commencing a chapter 11 case (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Bankruptcy Court”). The Canadian affiliates of the Brands intend to seek protection under the Bankruptcy and Insolvency Act (the “BIA”) in the Ontario Superior Court of Justice (Commercial List) (“Canadian Court”). Pending approval of the Sale by the Bankruptcy Court and Canadian Court, as applicable, the Sale shall only be conducted using a “sale on everything,” or other mutually agreed upon theme at the Stores within the jurisdiction of the respective court.

1. **RETENTION**

(A) Merchant hereby retains Consultant as its independent consultant to conduct the Sale at the Stores during the Sale Term, and in connection therewith, Consultant shall, throughout the Sale Term:

- (i) Recommend appropriate discounting to effectively sell all of Merchant’s goods located at or to be delivered to the Stores in accordance with a “store closing,” “everything must go,” “sale on everything,” or other mutually agreed upon themed sale, and recommend appropriate point-of-purchase, point-of-sale, and other internal and external advertising in connection therewith.



- (ii) Provide qualified, experienced supervision to oversee the conduct of the Sale in a professional manner, which supervisors, once identified to Merchant, shall not be removed by Consultant from the Sale event unless Merchant otherwise agrees or requests removal.
- (iii) Maintain focused and constant communication with Store-level employees and managers to keep them abreast of strategy and timing and to properly effect Store-level communication by Merchant's employees to customers and others about the Sale.
- (iv) Establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant's goods located at the Stores by category, sales reporting and expense monitoring, all of which shall be shared with the Merchant's advisors monitoring the Sale.
- (v) Meet with the Merchant and its advisors, on at least a weekly basis, to review sales, sales reporting and expenses in an effort to minimize expenses and maximize overall net recovery of the Sale.
- (vi) Recommend loss prevention strategies.
- (vii) Coordinate with Merchant so that the operation of the Stores are being properly maintained including ongoing customer service and housekeeping activities.
- (viii) Recommend appropriate staffing levels for the Stores and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store (including regional and district leaders retained for the Sale).
- (ix) Subject to the approval of the Bankruptcy Court and Canadian Court, as applicable, assist Merchant to commence the Sale as a "store closing," "sale on everything," "everything must go," or such other themed sale approved by Merchant.
- (x) Assist Merchant in a program to transition customers to Merchant's ecommerce platform and methods to protect the Company's brand during the Sale.
- (xi) If requested during the Sale Term, assist Merchant's affiliates who may be closing stores outside of this Agreement ("Non-Merchant Closings") in the design of sale related signage and customer transition materials ("Non-Merchant Closing Materials"), provided that, other than an introduction to certain vendors, Consultant shall not be responsible for the procurement of any such materials or be responsible for any of the Non-Merchant Closings.
- (xii) Assist the Merchant on the re-opening of stores and retention of staff as well as other matters resulting from Covid-19 related shutdowns.

- (xiii) Assist the Merchant regarding the implementation of protocols for traffic flow, customer and employee safety and other necessary health related and safety measures in compliance with local and national guidelines.

## 2. **SALE TERM; VACATING STORES**

(A) The term "Sale Term" with respect to each respective Store shall be the period commencing on the Sale Commencement Date and ending on the Sale Termination Date as set forth in the respective Brand Participation Agreement. Attached as Exhibit A to Brand Participation Agreement will be identified the Store(s) to be subject to such Brand Participation Agreement, as well as the Sale Commencement Date and the Sale Termination Date with respect to such Store(s); provided, however, subject to the terms and conditions set forth herein, Merchant may remove any Store from Exhibit A at any time and Merchant may decide, in consultation with its advisors, on an earlier or later "Sale Commencement Date" or "Sale Termination Date" with respect to any one or more Stores (on a Store-by-Store basis).

(B) Upon the conclusion of the Sale Term at each Store, Consultant shall leave such Store in broom clean condition, subject to Consultant's right pursuant to Section 6 below and the Approval Order to abandon unsold items.

## 3. **EXPENSES**

(A) All expenses incident to the conduct of the Sale and the operation of the Stores during the Sale Term (including without limitation all Consultant Controlled Expenses and all other Store-level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any of the specifically enumerated "Consultant Controlled Expenses" that exceed the aggregate budgeted amount (as provided in Section 3(B) below) for such Consultant Controlled Expenses.

(B) Attached as Exhibit B to each Brand Participation Agreement will be an expense budget for the "Consultant Controlled Expenses" with respect to the Stores subject to such Brand Participation Agreement. Upon approval of the assumption of this Agreement by the Bankruptcy Court and approval of this Agreement by the Canadian Court, as applicable, after taking any advance into account, Consultant will advance funds for the Consultant Controlled Expenses, and Merchant shall reimburse Consultant therefor (up to the aggregate budgeted amount) in connection with each weekly reconciliation contemplated by Section 5(B) upon presentation of reasonable documentation for such actually-incurred expenses. All Consultant Controlled Expenses shall be billed at cost, without markup, and evidence of incurrence shall be provided, if requested. The parties may from time to time mutually agree in writing to increase or decrease the budget of Consultant Controlled Expenses based upon circumstances of the Sale and the removal of any Stores from the Sale.

## 4. **CONSULTANT COMPENSATION**

(A) As used herein, the following terms shall have the following meanings:

- (i) "Gross Proceeds" shall mean the sum of gross proceeds of all sales of Merchandise (including, as a result of the redemption of any gift card, gift certificate or merchandise credit as provided for in the Approval Order) during the Sale Term, net of sales, HST/GST taxes.
- (ii) "Merchandise" shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date or delivered thereto after the Sale Commencement Date. "Merchandise" does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) damaged or defective merchandise that cannot be sold for its intended purpose in the ordinary course of business; (3) goods held by Merchant on memo, on consignment, or as bailee; ((1)-(3), collectively, the "Non-Inventory"); (4) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, "FF&E"); or (5) gift cards (third party and Merchant branded).

(B) In consideration of its services hereunder, Merchant shall pay Consultant a fee equal to ninety-five hundredths percent (.95%) of Gross Proceeds (the "Consulting Fee"), payable in accordance with Section 4(E) below.

(C) Subject to the Bankruptcy Court and Canadian Court approval, as applicable, Consultant shall sell Non-Inventory during the Sale at the Stores, and in consideration of such services, Consultant shall earn a fee equal to the Consulting Fee percentage earned on sales of Merchandise as set forth above multiplied by the aggregate gross receipts, net only of sales taxes, from the sale of Non-Inventory at the Stores.

(D) Gross Rings. For purposes of calculating Gross Proceeds and the Consulting Fee, the parties shall use the "Gross Rings" method, wherein Consultant and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable sales taxes, and (ii) cash reports of sales within each Store. Register receipts shall show for each item sold the retail price (as reflected on Merchant's books and records) for such item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(E) Following the Sale Commencement Date, on a weekly basis in connection with each weekly reconciliation contemplated by Section 5(B) below, Merchant shall pay Consultant an amount equal to the sum of (1) ninety-five hundredths percent (.95%) of Gross Proceeds on account of the prior week's sales; and (2) any FF&E Commission earned during the prior week. The parties shall reconcile the final Consulting Fee in connection with the Final Reconciliation. Immediately thereafter (and as part of the Final Reconciliation), Merchant shall pay any additional amount owed on account of such Consulting Fee.

5. **CONDUCT OF SALE; OTHER SALE MATTERS**

(A) Unless otherwise agreed to by Merchant and Consultant, Merchant shall have control over the personnel in the Stores and shall handle the cash, debit and charge card payments for all Merchandise in accordance with Merchant's normal cash management procedures, subject to Consultant's right to audit any such items in the event of a good faith dispute as to the amount thereof. Merchant (and not Consultant) shall be responsible for ensuring that the Sale, and the operation of the Stores (before, during, and after the Sale Term) shall be conducted in compliance with all applicable laws and regulations.

(B) The parties will meet on each Wednesday during the Sale Term to review any Sale matters reasonably requested by either party; and all amounts payable or reimbursable to Consultant for the prior week (or the partial week in the case of the first and last weeks) shall be reconciled and paid immediately thereafter. No later than twenty (20) days following the end of the Sale, the parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the "Final Reconciliation"). From time to time upon request, each party shall prepare and deliver to the other party such other reports as either party may reasonably request. Each party to this Agreement shall, at all times during the Sale Term and during the one (1) year period thereafter, provide the other with access to all information, books and records reasonably relating to the Sale and to this Agreement. All records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(C) Merchant shall be solely responsible for computing, collecting, holding, reporting, and paying all sales taxes associated with the sale of Merchandise during the Sale Term, and Consultant shall have no responsibilities or liabilities therefor.

(D) Although Consultant shall undertake its obligations under this Agreement in a manner designed to achieve the desired results of the Sale and to maximize the recovery to the Merchant, Merchant expressly acknowledges that Consultant is not guaranteeing the results of the Sale.

(E) Merchant acknowledges that (i) the parties are not conducting an inventory of Merchant's goods located at the Stores; (ii) Consultant has made no independent assessment of the beginning levels of such goods; and (iii) Consultant shall not bear any liability for shrink or other loss to Merchant's goods located at the Stores unless such shrink or loss is primarily attributed to the actions of Consultant. Merchant may, at its election, conduct an inventory at some or all of the Stores and Consultant agrees to cooperate with such inventory taking if and when done.

(F) All sales of Merchandise during the Sale shall be made in the name, and on behalf, of Merchant.

(G) All sales of Merchandise during the Sale Term shall be "final sales" and "as is," and all advertisements and sales receipts will reflect the same.

(H) Consultant shall, during the Sale Term, cooperate with Merchant in respect of Merchant's procedures governing returns of goods otherwise sold by Merchant (e.g., not in the Stores during the Sale Term).

(I) Subject to compliance with any applicable laws and, from and after any insolvency proceedings, any order of the Bankruptcy Court or Canadian Court, as applicable, Merchant hereby permits the Sale to be, and shall ensure that the Sale otherwise may be, advertised as a "store closing" or other mutually agreed upon handle throughout the term of the Sale.

6. **FF&E**

(A) Following the Sale Commencement Date, Merchant shall inform Consultant of those items of FF&E located at the Stores which are not to be sold (because Merchant does not have the right to sell such items) (collectively, "Retained FF&E").

(B) With respect to all FF&E located at the Stores as of the Sale Commencement Date which is not Retained FF&E (collectively the "Offered FF&E"), Consultant shall have the right to sell such Offered FF&E during the Sale Term on a commission basis equal to fifteen percent (15%) of the gross sales of Offered FF&E, net only of sales tax ("FF&E Commission").

(C) Merchant shall reimburse Consultant for its reasonable expenses associated with the sale of the Offered FF&E based upon a mutually agreed upon budget that will agreed to as part of a Brand Participation Agreement.

(D) Consultant shall have the right to abandon any unsold Offered FF&E (and all Retained FF&E) at the Stores at the conclusion of the Sale Term without liability to Merchant or any third party.

7. **INSURANCE; RISK OF LOSS**

During the Sale Term: (a) Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant's ordinary course operations, and (b) each of Merchant and Consultant shall maintain (at each party's respective expense) general liability insurance, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. Consultant shall add Merchant as an additional insured with respect to its insurance policies covering Consultant and its supervisors, and (c) each of Merchant and Consultant shall maintain statutory worker's compensation, statutory disability and Employer's Liability coverage of at least \$500,000 covering its own employees. Consultants shall produce evidence of such by the Sale Commencement Date.

Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Consultant shall not be deemed to be in possession or control of the Stores, or the Merchandise or other assets located therein or associated therewith, or of Merchant's employees located at the Stores; and Consultant does not assume any of Merchant's obligations or liabilities with respect thereto.

Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Merchant shall bear all responsibility for product liability relating to the products sold under this Agreement, before, during and after the Sale Term.

## 8. INDEMNIFICATION

(A) Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the "Merchant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
- (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any supervisors);
- (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement; or
- (iv) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives, *provided that* Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

(B) Merchant shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
- (ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement;



- (iii) any consumer warranty or products liability claims relating to any Merchandise; and/or
- (iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, *provided that* Merchant shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

## 9. **MISCELLANEOUS**

(A) Merchant will seek protection under Chapter 11 of the United States Bankruptcy Code and under the Canadian Merchant will seek protection under the BIA. After the commencement of the Chapter 11 Case and the case under the BIA, this Agreement, including engagement of Consultant and conduct of the Sale set forth herein, is subject to the approval of the Bankruptcy Court and Canadian Court, as applicable. Merchant and Canadian Merchant shall promptly seek to have this Agreement, and the transactions contemplated by this Agreement, approved and assumed by the Bankruptcy Court and approved by the Canadian Court pursuant to an order and terms acceptable to both Merchant, Canadian Merchant and Consultant (the "Approval Order"), which Approval Order shall be in form and substance reasonably acceptable to Consultant and shall provide, among other things, for commercially reasonable protections for the payment of Consultant's fees and expenses contemplated by this Agreement without further order of the Bankruptcy Court or the Canadian Court. The Bankruptcy Court and Canadian Court, as applicable, shall have exclusive jurisdiction to resolve any issues arising under this Agreement.

(B) This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto. This Agreement may not be modified except in a written instrument executed by each of the parties hereto. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. The failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Nothing contained in this Agreement shall be deemed to create any relationship between Merchant and Consultant other than that of Consultant as an independent contractor of Merchant, and it is stipulated that the parties are not partners or joint venturers in any way. Unless expressly set forth herein to the contrary, to the extent that either party's consent is required/requested hereunder, such consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; *provided however,*

that this Agreement may not be assigned by either party without the prior written consent of the other. Written notices contemplated by this Agreement shall be sent by email (i) if to Merchant at the address set forth above with a copy to Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, Attention: John Luze, email: [john.luze@kirkland.com](mailto:john.luze@kirkland.com) and Malfitano Advisors, LLC, 3641 Paonia Street, Boulder, CO 80301, Attention: Joseph Malfitano, email: [jm@malfitanopartners.com](mailto:jm@malfitanopartners.com); and (ii) if to Consultant, Aaron Miller, email: [Amiller@sb360.com](mailto:Amiller@sb360.com).



Very truly yours,

**SB360 CAPITAL PARTNERS, LLC**

DocuSigned by:  
By: Aaron Miller  
Print Name and Title: Aaron S. Miller, EVP

Agreed and Accepted:  
**ASCENA RETAIL GROUP, INC.**

DocuSigned by:  
By: Dan Lamadrid  
Print Name and Title:

Dan Lamadrid  
Executive Vice President, Chief Financial Officer and  
Assistant Treasurer

Exhibits:

- 1 Brand Participation Agreement

**Exhibit 1**

Brand Participation Agreement

**Form of Brand Participation Agreement**

THIS BRAND PARTICIPATION AGREEMENT (“Brand Agreement”) dated as of July 22, 2020 (the “Brand Agreement Effective Date”), is made by and between SB360 Capital Partners, LLC (hereinafter “Consultant”), and Catherines, Inc. and its subsidiaries (the “Participating Brand”).

WHEREAS, Consultant and Ascena Retail Group, Inc. (“Ascena”) have executed a Master Services Agreement dated July 22, 2020, and any attachments and amendments thereto, (collectively, “MSA”) that establishes the general terms and conditions related to services that Consultant may provide to Ascena’s Brands (as defined therein) pursuant to Section 1 (Brand Participation Agreements ) thereof;

WHEREAS, Participating Brand is a “Brand” as defined in the preamble of the MSA and this Brand Participation Agreement is a “Brand Participation Agreement” as defined thereunder;

Therefore, in consideration of the mutual premises, covenants and agreements herein contained, and intending to be legally bound, hereby, Consultant and Participating Brand agree as follows:

1. **Incorporation of the MSA.** This Brand Participation Agreement hereby incorporates the MSA as a separate agreement between Consultant and Participating Brand, and services may be provided pursuant to Statement(s) of Work (“SOWs) as agreed to hereunder.
2. **Term.** Attached hereto as Exhibit A is a list of the Participating Brand’s retail stores to be closed pursuant to, and subject to the terms and conditions of the MSA and this Brand Participation Agreement. The "Sale Commencement Date" with respect to each Store subject to this Brand Participation Agreement shall be July 22, 2020 and the “Sale Termination Date” shall be no later than September 13, 2020; provided, however, that (as provided in the MSA) the Participating Brand may remove any Store from Exhibit A at any time and Participating Brand may decide, in consultation with its advisors, on an earlier or later “Sale Commencement Date” or “Sale Termination Date” with respect to any one or more Stores (on a Store-by-Store basis).
3. **Expenses.** Attached as Exhibit B is the expense budget for the "Consultant Controlled Expenses" with respect to the Stores subject to this Brand Participation Agreement. The Participating Brand has previously advanced Consultant the sum of USD\$610,550.00 for Consultant Controlled Expenses that may be incurred from the Sale Commencement Date through the approval of the assumption of this Agreement by the Bankruptcy (the “Advance”). The balance of the Advance not utilized for signage and freight shall be held by Consultant and shall be applied in connection with the Final Reconciliation as provided for under the MSA.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Brand Participation Agreement as of the Brand Agreement Effective Date.

**SB360 Capital Partners, LLC**

DocuSigned by:  
By: *Daron Miller*  
Name: CCE05EE3C02B487...  
Title: EVP

**Catherines, Inc. on behalf of itself and subsidiaries**

DocuSigned by:  
By: *Dan Lamadrid*  
Name: Dan Lamadrid  
Title: Executive Vice President and Assistant Treasurer



**Catherine's  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
C005004	2176 W. 4TH STREET	MANSFIELD	OH	44906
C005007	1322 E. BALLTFFIELD	SPRINGFIELD	MO	65804
C005012	EAST UNIVERSITY DRIVE	GRANGER	IN	46530
C005014	541-45 PERKINS ROAD	MEMPHIS	TN	38117
C005015	7117 KINGSTON PIKE	KNOXVILLE	TN	37919
C005017	240 WESTWOOD SHOPPING CENTER	FAYETTEVILLE	NC	28314
C005019	11211 SE 82ND AVENUE, #W01	PORTLAND	OR	97086
C005022	1791 N. GALLATIN PKWY	MADISON	TN	37115
C005023	132ND & WEST CENTER ROAD	OMAHA	NE	68144
C005029	ROUTE 5A & GENESEE STREET	NEW HARTFORD	NY	13413
C005030	3250 AIRPORT BLVD/SPACE 416	MOBILE	AL	36606
C005035	4525 W. TUSCARAWAS STREET	CANTON	OH	44708
C005038	7620 RIVERS AVE., SUITE 320	NORTH CHARLE	SC	29406
C005040	9622 AIRE LINE HIGHWAY	BATON ROUGE	LA	70815
C005044	1405 W. GLEN AVENUE	PEORIA	IL	61614
C005045	902 W. KIMBERLY ROAD	DAVENPORT	IA	52806
C005046	843 N GREEN RIVER ROAD	EVANSVILLE	IN	47715
C005052	702 D PEMBROKE RD.	GREENSBORO	NC	27408
C005053	4382 BAY ROAD, SPACE #9	SAGINAW	MI	48603
C005055	7805 ABERCORNSTREET	SAVANNAH	GA	31406
C005058	4500 S. BROADWAY	TYLER	TX	75703
C005063	33 RIVERWALK PLAZA	SOUTH CHARLE	WV	25303
C005066	5970 EAST 31ST STREET	TULSA	OK	74135
C005069	4455 Cleveland Ave	FT. MYERS	FL	33901
C005073	2645 LOUISIANA BLVD., N.E.	ALBUQUERQUE	NM	87110
C005076	4107 PORTSMOUTH BLVD.	CHESAPEAKE	VA	23321
C005082	2324 W. MERCURY BLVD.	HAMPTON	VA	23666
C005085	7785 SOUTH U.S. 31	INDIANAPOLIS	IN	46227
C005086	521-525 E. COLISEUM BLVD.	FT. WAYNE	IN	46805
C005087	3560 S. DIXIE BEE HWY.	TERRE HAUTE	IN	47802
C005088	3755 BLOOMFIELD RD.	MACON	GA	31206
C005089	2178 ELIDA ROAD	LIMA	OH	45805
C005090	1311 E. TALLMADGE AVE.	AKRON	OH	44310
C005093	7530 CYPRESS CREEK PARKWAY (SPACE 29)	HOUSTON	TX	77070
C005097	3104 NORTH MAIN STREET	ANDERSON	SC	29621
C005099	5301 BOSQUE BLVD.	WACO	TX	76710
C005100	3104 NORTH MAIN ST/SUITE 240 A	ANTIOCH	TN	37013
C005101	3435 WRIGHTSBORO ROAD	AUGUSTA	GA	30909
C005102	1217 APALACHEE PARKWAY	TALLAHASSEE	FL	32301
C005105	5411 SALEM AVENUE	DAYTON	OH	45426
C005108	N.W. 63RD ST. & MAY AVE.	OKLAHOMA CIT	OK	73116
C005114	2807 MURDOCH AVENUE	PARKERSBURG	WV	26101
C005115	3201 MACON ROAD STORE 119	COLUMBUS	GA	31906
C005118	BUS. RTE 29 (FORT AVE.)	LYNCHBURG	VA	24502
C005119	725 MILITARY AVENUE	GREEN BAY	WI	54304
C005124	MUNDY STREET	WILKES BARRE	PA	18702
C005127	RALEIGH HIGHWAY	THOMASVILLE	NC	27360
C005132	3525 AMBASSADOR CAFFREY PKWY/STE G	LAFAYETTE	LA	70503
C005134	6837 S. MEMORIAL, SUITE B	TULSA	OK	74133
C005135	6050-6054 EAST 82ND STREET	INDIANAPOLIS	IN	46250
C005136	4811 SALEM AVE	TUSCALOOSA	AL	35404
C005141	HWY 25	FLOWOOD	MS	39232
C005147	5020 BAYOU BLVD	PENSACOLA	FL	32503
C005150	9112 RODNEY PARHAM, STE 100	LITTLE ROCK	AR	72205
C005154	4732 E. BROADWAY BLVD.	TUCSON	AZ	85711
C005157	200 N. 66TH STREET	LINCOLN	NE	68505
C005163	SEC S. VIRGINIA ST/EXECUTIVE PARKWAY	RENO	NV	89511
C005168	2039 HWY 70	HICKORY	NC	28602
C005171	4601 SIXTEENTH AVENUE	MOLINE	IL	61265
C005173	4135 LAVISTA RD.	TUCKER	GA	30084
C005175	2908 RYAN STREET	LAKE CHARLES	LA	70601
C005176	2010 MIAMISBURG-CENTERVILLE RD.	DAYTON	OH	45459
C005177	1416 MACARTHUR DRIVE	ALEXANDRIA	VA	71301
C005179	2847 DAVID MCLEOD BOULEVARD	FLORENCE	SC	29501
C005182	2701 SOUTHWEST COLLEGE, SUITE 602	OCALA	FL	34474
C005184	425 ERNEST BARRETT PARKWAY	KENNESAW	GA	30144
C005195	5210 MONROE ST.	TOLEDO	OH	43623
C005197	3414-3416 MERLE HAY RD.	DES MOINES	IA	50310
C005200	6101 NORTH KEYSTONE AVENUE	INDIANAPOLIS	IN	46220
C005202	G-3292 S. LINDEN ROAD	FLINT	MI	48507
C005204	2304 SOUTH REYNOLDS ROAD	TOLEDO	OH	43614
C005205	31 EAST MARKET VIEW	CHAMPAIGN	IL	61820
C005212	2319 NICHOLASVILLE RD	LEXINGTON	KY	40503
C005216	U.S. 1/64 & WALNUT ST. @ I-40	CARY	NC	27518
C005217	9745 E. WASHINGTON ST.	INDIANAPOLIS	IN	46229
C005218	13720 M & N EAST 40 HWY	INDEPENDENCE	MO	64055
C005219	1004 COOPER POINT ROAD	OLYMPIA	WA	98502
C005226	3831-A SW 117TH AVE.	BEAVERTON	OR	97005



Catherine's  
Closing Stores  
Exhibit A

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C005227	2295 LANCASTER DR. N.E.	SALEM	OR	97305
C005230	205 S.W. GREENVILLE BLVD.	GREENVILLE	NC	27834
C005231	5670 W. 88TH AVE.	WESTMINSTER	CO	80031
C005232	3001 W. LOOP 250, STE. G-101	MIDLAND	TX	79705
C005233	6219 SLIDE ROAD	LUBBOCK	TX	79414
C005234	3500 STATE ROUTE 38 EAST	LAFAYETTE	IN	47905
C005239	13960 EAST MISSISSIPPI AVENUE	AURORA	CO	80012
C005240	1308 W GRANDRIDGE BLVD	KENNEWICK	WA	99336
C005241	1165 VALLEY RIVER DRIVE	EUGENE	OR	97401
C005242	1680 CAMPBELL LN., STE 110	BOWLING GREE	KY	42104
C005243	1415 S. REED ROAD	KOKOMO	IN	46902
C005247	1919 B VALLEY VIEW BLVD	ROANOKE	VA	24012
C005248	6749 S WESTNEDGE AVE/SUITE F	PORTAGE	MI	49002
C005254	1160 EAST PRINCETON	MUNCIE	IN	47303
C005255	299 N. MILWAUKEE AVE.	BOISE	ID	83704
C005256	6202 N. DIVISION ST.	SPOKANE	WA	99208
C005258	2130 SW WANAMAKER RD. #170	TOPEKA	KS	66614
C005259	US 2929 JAMES SANDERS BLVD. STE A-2	PADUCAH	KY	42001
C005260	1287 SILAS DEANE HWY	WETHERSFIELD	CT	6109
C005263	220 MAINE MALL ROAD	SOUTH PORTLAND	ME	4106
C005267	2986 NORTH ALMA SCHOOL RD.	CHANDLER	AZ	85224
C005273	1412 SOUTH HARBOR BLVD	FULLERTON	CA	92832
C005275	12625 FREDERICK STREET - SUITE D3	MORENO VALLE	CA	92553
C005279	1775-A ARDEN WAY	SACRAMENTO	CA	95815
C005281	390 ROSEVILLE SQUARE	ROSEVILLE	CA	95678
C005292	13305 HALL ROAD	UTICA	MI	48315
C005300	561 U.S. ROUTE #1	EDISON	NJ	8817
C005303	1500 ALMONESSON ROAD	DEPTFORD	NJ	8096
C005304	1620 NIXON DRIVE	MOORESTOWN	NJ	8057
C005307	1701 MORRIS AVENUE/SUITE 1	UNION	NJ	7083
C005318	WEST SUNRISE HIGHWAY	PATCHOGUE	NY	11772
C005325	9924 N.E. HALSEY STREET	PORTLAND	OR	97220
C005335	10407 SILVERDALE WAY NW, SUITE F	SILVERDALE	WA	98383
C005339	VANCOUVER MALL DRIVE & NE THURSTON	VANCOUVER	WA	98662
C005341	1584 PARK MANOR BLVD.	PITTSBURGH	PA	15205
C005342	ROUTE 248 & HIGHWAY 33	EASTON	PA	18045
C005345	723 SOUTHPARK BLVD., SUITE #2	COLONIAL HEIGHTS	VA	23834
C005348	35 GOODMAN RD. W., SUITE G	SOUTHAVEN	MS	38671
C005349	GERMANTOWN RD & U.S. HWY 64	MEMPHIS	TN	38133
C005351	166 THF BLVD.	CHESTERFIELD	MO	63005
C005353	LEDO ROAD	ALBANY	GA	31707
C005356	CARL D. SILVER PARKWAY	FREDERICKSBURG	VA	22401
C005358	HIGHWAY 101 AND VINEYARD	OXNARD	CA	93036
C005359	BUSH RIVER RD.	COLUMBIA	SC	29210
C005360	ROUTE 301	WALDORF	MD	20603
C005365	WEST COLFAX AVENUE	LAKEWOOD	CO	80215
C005368	32ND AVENUE & INTERSTATE 29	GRAND FORKS	ND	58201
C005369	SECURITY BOULEVARD	BALTIMORE	MD	21244
C005370	THEODORE STREET & LARKIN STREET NW	JOLIET	IL	60435
C005371	GREAT EAST PLAZA S/C	NILES	OH	44446
C005372	1300 E. ARMY POST RD, STE C	DES MOINES	IA	50315
C005377	UNIVERSITY DRIVE (ROUTE 72)	HUNTSVILLE	AL	35806
C005378	1711 N. MEMORIAL DRIVE	LANCASTER	OH	43130
C005380	2314 POPLAR DRIVE	MEDFORD	OR	97504
C005382	ROUTE 434 (VESTAL PARKWAY)	VESTAL	NY	13850
C005384	W. AVE P & 10TH STREET, W	PALMDALE	CA	93551
C005387	101 VERDAE BOULEVARD, SUITE 550	GREENVILLE	SC	29607
C005388	LUMSDEN ROAD	BRANDON	FL	33511
C005392	EVERGREEN WAY & CAMPUS PARKWAY	EVERETT	WA	98203
C005394	3321 BRUNSWICK PIKE	LAWRENCEVILLE	NJ	8648
C005396	3908 VETERANS BLVD.	METAIRIE	LA	70002
C005399	2717 EASTERN BOULEVARD	MONTGOMERY	AL	36117
C005400	I-35	SELMA	TX	78154
C005403	504 E GOLF RD	SCHAUMBURG	IL	60173
C005405	3801 PELANDALE AVENUE	MODESTO	CA	95356
C005406	W SHAW AND N BRAWLEY AVE	FRESNO	CA	93711
C005407	101 & NORTHERN AVENUE	PEORIA	AZ	85305
C005408	5350 WEST BELL ROAD, SUITE 100	GLENDALE	AZ	85308
C005410	3270 28TH STREET SE	KENTWOOD	MI	49512
C005416	8235 EAST KELLOGG ROAD	WICHITA	KS	67207
C005419	SE CORNER OF IH35 AND COUNTY ROAD NO	ROUND ROCK	TX	78664
C005420	MCCAIN BOULEVARD & FAIRWAY AVENUE	NORTH LITTLE ROCK	AR	72116
C005427	2221 HIGHWAY K	O'FALLON	MO	63368
C005428	1010 HANES MALL BOULEVARD	WINSTON SALEM	NC	27103
C005432	TAMARACK VILLAGE S/C	WOODBURY	MN	55125
C005434	POLARIS & GEMINI PARKWAYS	COLUMBUS	OH	43240
C005450	4345 ROUTE 9	FREEHOLD	NJ	7728
C005545	222 COLLIER DR	SEVIERVILLE	TN	37862
C005546	LAWRENCEVILLE SUWANEE RD	LAWRENCEVILLE	GA	30043



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Closing Stores  
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Store #	Address	City	State	Zip
C005547	10709 Blacklick-Eastern Rd NW	PICKERINGTON	OH	43147
C005549	I-35	BURLESON	TX	76028
C005550	10210 CENTRUM PARKWAY, BLDG. 10420-D	PINEVILLE	NC	28134
C005551	1723 RITCHIE STATION COURT	CAPITOL HEIGHTS	MD	20743
C005552	2121 S ONEIDA STREET	DENVER	CO	80922
C005553	US HIGHWAY 19	CLEARWATER	FL	33759
C005555	POWER & RAY ROADS	GILBERT	AZ	85212
C005556	NWC WABASH AVE. & ROUTE 4 VETERANS	SPRINGFIELD	IL	62704
C005557	129 BLEACHERY BLVD- SUITE C	ASHEVILLE	NC	28805
C005558	5312 E. VIRGINIA BEACH BLVD.	NORFOLK	VA	23502
C005559	NORTH OF I-20, POWELL RD & MILLHAVEN R	MONROE	LA	71203
C005560	SOUTHWEST DRIVE & CATCLAW DRIVE	ABILENE	TX	79606
C005561	3510 W. 41ST STREET	SIoux FALLS	SD	57106
C005562	3143 SE MILITARY DRIVE, SUITE 135	SAN ANTONIO	TX	78223
C005564	GRAPE ST @ MACARTHUR ROAD	WHITEHALL	PA	18052
C005566	1101 MELBOURNE STREET	HURST	TX	76053
C005569	5756 PACIFIC AVENUE	STOCKTON	CA	95207
C005570	1928 S COMMON	FEDERAL WAY	WA	98003
C005571	6560 LAKE WORTH BLVD., SUITE 700	LAKE WORTH	TX	76135
C005574	709 E. NORTH CREEK DR	SHERMAN	TX	75092
C005575	4301 WEST WISCONSIN AVE.	APPLETON	WI	54913
C005576	3350 S Soncy Rd	AMARILLO	TX	79124
C005578	3096 N. EASTMAN ROAD	LONGVIEW	TX	75605
C005582	4607 MAINE AVENUE SE & 48TH ST SE	ROCHESTER	MN	55904
C005644	RTE 98 & INTERSTATE 4	LAKELAND	FL	33809
C005646	9688 BRUCEVILLE ROAD, SUITE 107	ELK GROVE	CA	95757
C005647	27470 LUGONIA AVE	REDLANDS	CA	92374
C005702	10850 LINCOLN TRAIL	FAIRVIEW HEIGHTS	IL	62208
C005710	1475 Western Ave	ALBANY	NY	12203
C005712	439 BALTIMORE PIKE	SPRINGFIELD	PA	19064
C005713	13TH AVENUE EAST	WEST FARGO	ND	58078
C005717	139 ENDICOTT STREET	DANVERS	MA	1923
C005718	1 GREAT MEADOW ROAD	BURLINGTON	MA	1803
C005722	126 B SOUTH COUNTY CENTERWAY	ST. LOUIS	MO	63129
C005727	7522 W. BROAD STREET	RICHMOND	VA	23294
C005736	SUITE 9610 FM 1960 BYPASS	HUMBLE	TX	77338
C005741	3950 HARDWICK STREET	LAKEWOOD	CA	90712
C005743	I-75 & SHALLOWFORD ROAD	CHATTANOOGA	TN	37421
C005746	7824 WEST DODGE ROAD	OMAHA	NE	68114
C005748	US HIGHWAY 10 NE	BLAINE	MN	55434
C005749	ROUTE 31	CLAY	NY	13090
C005751	1300 BUTTERFIELD ROAD/SUITE 310	DOWNERS GROVE	IL	60515
C005755	5174 NORTH PLAZA LANE	MONTCLAIR	CA	91763
C005763	26005 GREAT NORTHERN	NORTH OLMSTEAD	OH	44070
C005764	1876 EAST 80TH AVE.	HOBART	IN	46410
C005766	ROUTE 4 WEST	PARAMUS	NJ	7652
C005767	176 GATEWAY DRIVE	BEAUMONT	TX	77701
C005771	111 WILLOW BEND	CRYSTAL	MN	55428
C005772	1715-1 BEAM AVENUE	MAPLEWOOD	MN	55109
C005777	8247 DAY DRIVE	PARMA	OH	44129
C005784	14904 LAGRANGE ROAD	ORLAND PARK	IL	60462
C005785	7739 MALL ROAD	FLORENCE	KY	41042
C005787	1645 N. TOWN EAST BLVD., SUITE 574	MESQUITE	TX	75150
C005790	32137 JOHN R. ROAD @ WHITCOMB	MADISON HEIGHTS	MI	48071
C005792	34764 WARREN ROAD	WESTLAND	MI	48185
C005793	ROUTE 22 (ALLENTOWN BOULEVARD)	HARRISBURG	PA	17112
C005795	9601-03 S. WESTERN AVE.	CHICAGO	IL	60643
C005803	4862 S. 74TH ST.	GREENFIELD	WI	53220
C005806	8000 PLAZA BOULEVARD	MENTOR	OH	44060
C005808	5815 LAKEWOOD T/C BLVD SW	LAKEWOOD	WA	98499
C005809	2701 184TH ST. S.W., SUITE A-103	LYNNWOOD	WA	98037
C005814	4801 MCKNIGHT ROAD	PITTSBURGH	PA	15237
C005816	517 CLAIRTON BLVD.	PITTSBURGH	PA	15236
C005817	3328 SHERIDAN DR.	AMHERST	NY	14226
C005820	13931 ALDRICH AVE.	BURNSVILLE	MN	55337
C005823	3801 UNION ROAD	CHEEKTOWAGA	NY	14225
C005825	31936 GRATIOT AVENUE	ROSEVILLE	MI	48066
C005832	173 PARKWAY PLAZA - SPACE FSU11	EL CAJON	CA	92020
C005838	19002 GULF FREEWAY	HOUSTON	TX	77546
C005839	GOVERNOR RITCHIE HWY RT. 2	GLEN BURNIE	MD	21061
C005840	16700 WEST BLUEMOUND ROAD	BROOKFIELD	WI	53005
C005848	ROGERS AVENUE	FORT SMITH	AR	72903
C005849	7853 MINERAL POINT ROAD	MADISON	WI	53717
C005858	COLLINS ROAD & LINDALE ROAD	MARION	IA	52302
C005859	JEFFERSON ROAD	ROCKY MOUNT	NC	27804
C005861	469 E. KEMPER ROAD	SPRINGDALE	OH	45246
C005863	COUNTY LINE RD. & RIDGEWOOD RD.	JACKSON	MS	39211
C005867	9556 QUIVERA	LENEXA	KS	66215
C005871	24TH ST. W. & KING AVE.	BILLINGS	MT	59102



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Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
C005873	4100 WILLIAM PENN HIGHWAY, ROUTE 22	MONROEVILLE	PA	15146
C005876	SEC E. STATE STREET & MULFORD HIGHWAY	ROCKFORD	IL	61108
C005879	I-64 AND MERRITT CREEK ROAD	BARBOURSVILLE	WV	25504
C005881	2798 JOHN HAWKINS PARKWAY, SUITE 100	HOOVER	AL	35244
C005887	HIGHWAY 105 & INTERSTATE 45	CONROE	TX	77304
C005893	6550 YOUREE DRIVE	SHREVEPORT	LA	71105
C005897	1400 OAKLAWN AVENUE	CRANSTON	RI	2920
C005951	9435 KATY FREEWAY	HOUSTON	TX	77024
C005952	I-35 AND SW 19TH STREET	MOORE	OK	73160
C005955	420 EAST PLEASANT RUN ROAD	CEDAR HILL	TX	75104
C005957	ROUTE 436 & MAPLE STREET	ALTAMONTE SP	FL	32714
C005958	26710 KNOB CREEK ROAD	JOHNSON CITY	TN	37604
C005959	AIRLINE DRIVE AND I-220	BOSSIER CITY	LA	71111
C005960	DOBSON ROAD & 202 FREEWAY	MESA	AZ	85201
C005963	551 EAST PALATINE ROAD	ARLINGTON HEI	IL	60004
C005965	1530 S. TORRENCE AVENUE	CALUMET CITY	IL	60409
C005966	1032 - B VANN DRIVE	JACKSON	TN	38305
C005967	6810 WEST KELLOGG DRIVE	WICHITA	KS	67209
C005968	I-94 & OUTER DRIVE	ALLEN PARK	MI	48101
C005969	CITY STATION DRIVE	JACKSONVILLE	FL	32218
C005970	149 WATSON PLAZA	ST. LOUIS	MO	63126
C005972	1500 UNIVERSITY DRIVE EAST	COLLEGE STATI	TX	77840
C005976	7200 S.E. 29TH STREET	MIDWEST CITY	OK	73110
C005977	COLD HARBOR ROAD & BELL CREEK ROAD	MECHANICSVILL	VA	23111
C005979	278 DECATUR BLVD	LAS VEGAS	NV	89107
C005980	8219 STATE HIGHWAY 151	SAN ANTONIO	TX	78245
C005982	BUILDING D/893 KING'S CROSSING DRIVE	TUPELO	MS	38804
C005984	152 E High St	POTTSTOWN	PA	19464

**Store Count 264**



**Catherine's**

Consultant Expense Budget  
Exhibit B

Supervision Expense	
Title	Total Supervision Expense
Store Supervisors	529,050
Assistant Lead	48,807
Operations Lead	21,200
F&A	53,243
<b>Total</b>	<b>\$652,300</b>

Advertising Expense	
Type of Advertisement	Total Advertising Expense
Interior Signs and Exterior Banners	\$385,030
Digital Media/E-Mail Blasts	\$50,000
Signwalker Program	\$700,000
<b>Total</b>	<b>\$1,135,030</b>

Other Expense	
Type of Expenses	Total Other Expense
Legal	\$25,000
<b>Total</b>	<b>\$1,812,330</b>

Notes:

1. Assumes a standard industry rate of 50%
2. The expense budget contemplates a sale term of July 24, 2020 through September 10, 2020. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.



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THIS BRAND PARTICIPATION AGREEMENT ("Brand Agreement") dated as of July 22, 2020 (the "Brand Agreement Effective Date"), is made by and between SB360 Capital Partners, LLC (hereinafter "Consultant"), and AnnTaylor Retail, Inc. and AnnTaylor of Puerto Rico, Inc. (the "Participating Brand").

WHEREAS, Consultant and Ascena Retail Group, Inc. ("Ascena") have executed a Master Services Agreement dated July 22, 2020, and any attachments and amendments thereto, (collectively, "MSA") that establishes the general terms and conditions related to services that Consultant may provide to Ascena's Brands (as defined therein) pursuant to Section 1 (Brand Participation Agreements ) thereof;

WHEREAS, Participating Brand is a "Brand" as defined in the preamble of the MSA and this Brand Participation Agreement is a "Brand Participation Agreement" as defined thereunder;

Therefore, in consideration of the mutual premises, covenants and agreements herein contained, and intending to be legally bound, hereby, Consultant and Participating Brand agree as follows:

- Incorporation of the MSA.** This Brand Participation Agreement hereby incorporates the MSA as a separate agreement between Consultant and Participating Brand, and services may be provided pursuant to Statement(s) of Work ("SOWs) as agreed to hereunder.
- Term.** Attached hereto as Exhibit A is a list of the Participating Brand's retail stores to be closed pursuant to, and subject to the terms and conditions of the MSA and this Brand Participation Agreement. The "Sale Commencement Date" with respect to each Store subject to this Brand Participation Agreement shall be July 22, 2020 and the "Sale Termination Date" shall be no later than August 30, 2020; provided, however, that (as provided in the MSA) the Participating Brand may remove any Store from Exhibit A at any time and Participating Brand may decide, in consultation with its advisors, on an earlier or later "Sale Commencement Date" or "Sale Termination Date" with respect to any one or more Stores (on a Store-by-Store basis).
- Expenses.** Attached as Exhibit B is the expense budget for the "Consultant Controlled Expenses" with respect to the Stores subject to this Brand Participation Agreement. The Participating Brand has previously advanced Consultant the sum of USD\$22,325.00 for Consultant Controlled Expenses that may be incurred from the Sale Commencement Date through the approval of the assumption of this Agreement by the Bankruptcy (the "Advance"). The balance of the Advance not utilized for signage and freight shall be held by Consultant and shall be applied in connection with the Final Reconciliation as provided for under the MSA.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Brand Participation Agreement as of the Brand Agreement Effective Date.

**SB360 Capital Partners, LLC**

DocuSigned by:  
By: Baron Miller  
Name: Baron Miller  
Title: EVP

**AnnTaylor Retail, Inc. and AnnTaylor of Puerto Rico, Inc.**

DocuSigned by:  
By: Dan Lamadrid  
Name: Dan Lamadrid  
Title: Executive Vice President and Assistant Treasurer



Premium US Closing Stores Exhibit A				
Store #	Address	City	State	Zip
327	1450 Ala Moana Blvd.	AIEA	HI	96701
1091	98-1005 Moanalua Rd.	HONOLULU	HI	96814
1294	1 Prime Outlets Blvd	BARCELONETA	PR	00617
1909	1000 Mall Of San Juan Blvd.	SAN JUAN	PR	00924
2532	525 F. D. Roosevelt Ave.	SAN JUAN	PR	00918
2548	1000 Mall of San Juan	SAN JUAN	PR	00924
2988	1 Premium Outlets Blvd	BARCELONETA	PR	00617
<b>Store Count</b>	<b>7</b>			

**Premium US**

Consultant Expense Budget  
Exhibit B

Supervision Expense	
Title	Total Supervision Expense
Store Supervisors	\$31,843
<b>Total</b>	<b>\$31,843</b>

Advertising Expense	
Type of Advertisement	Total Advertising Expense
Interior Signs and Exterior Banners	\$12,800
Digital Media/Email Blasts	\$10,000
Signwalker Program	\$20,000
<b>Total</b>	<b>\$42,800</b>
<b>Total</b>	<b>\$74,643</b>

Notes:

1. Assumes a standard industry rate of 50%.
2. The expense budget contemplates a sale term of July 24, 2020 through August 30, 2020. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.

**Form of Brand Participation Agreement**

THIS BRAND PARTICIPATION AGREEMENT (“Brand Agreement”) dated as of July 22, 2020 (the “Brand Agreement Effective Date”), is made by and between SB360 Capital Partners, LLC (hereinafter “Consultant”), and Tween Brands, Inc. (the “Participating Brand”).

WHEREAS, Consultant and Ascena Retail Group, Inc. (“Ascena”) have executed a Master Services Agreement dated July 22, 2020, and any attachments and amendments thereto, (collectively, “MSA”) that establishes the general terms and conditions related to services that Consultant may provide to Ascena’s Brands (as defined therein) pursuant to Section 1 (Brand Participation Agreements ) thereof;

WHEREAS, Participating Brand is a “Brand” as defined in the preamble of the MSA and this Brand Participation Agreement is a “Brand Participation Agreement” as defined thereunder;

Therefore, in consideration of the mutual premises, covenants and agreements herein contained, and intending to be legally bound, hereby, Consultant and Participating Brand agree as follows:

1. **Incorporation of the MSA.** This Brand Participation Agreement hereby incorporates the MSA as a separate agreement between Consultant and Participating Brand, and services may be provided pursuant to Statement(s) of Work (“SOWs) as agreed to hereunder.

2. **Term.** Attached hereto as Exhibit A is a list of the Participating Brand’s retail stores to be closed pursuant to, and subject to the terms and conditions of the MSA and this Brand Participation Agreement. The "Sale Commencement Date" with respect to each Store subject to this Brand Participation Agreement shall be July 22, 2020 and the “Sale Termination Date” shall be no later than August 23, 2020; provided, however, that (as provided in the MSA) the Participating Brand may remove any Store from Exhibit A at any time and Participating Brand may decide, in consultation with its advisors, on an earlier or later “Sale Commencement Date” or “Sale Termination Date” with respect to any one or more Stores (on a Store-by-Store basis).

3. **Expenses.** Attached as Exhibit B is the expense budget for the "Consultant Controlled Expenses" with respect to the Stores subject to this Brand Participation Agreement. The Participating Brand has previously advanced Consultant the sum of USD\$1,638,250.00 for Consultant Controlled Expenses that may be incurred from the Sale Commencement Date through the approval of the assumption of this Agreement by the Bankruptcy (the “Advance”). The balance of the Advance not utilized for signage and freight shall be held by Consultant and shall be applied in connection with the Final Reconciliation as provided for under the MSA.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Brand Participation Agreement as of the Brand Agreement Effective Date.

**SB360 Capital Partners, LLC**

DocuSigned by:  
By: Baron Miller  
Name: CCE05EE3C02B487...  
Title: EVP

**Tween Brands, Inc.**

DocuSigned by:  
By: Dan Lamadrid  
Name: Dan Lamadrid  
Title: Executive Vice President and Assistant Treasurer



**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
3	1200 Morris Turnpike Space B-108	Short Hills	NJ	07078
5	95 N. Moorland Rd., Space #46	Brookfield	WI	53005
8	4545 La Jolla Village Drive, Store #H-13	San Diego	CA	92122
13	2300 Bernadette Drive, Space #426	Columbia	MO	65203
17	100 Columbiana Circle # 1240	Columbia	SC	29212
18	2001 South Rd.	Poughkeepsie	NY	12601
20	50 Fox Run Mall Road, Spaces #H-3 & H-4	Newington	NH	03801
21	3240 NW Federal Highway	Jensen Beach	FL	34957
28	3902 13th Avenue South	Fargo	ND	58106
32	23141 Fashion Drive Suite 107	Estero	FL	33928
33	2011 N. Roan Street, Space D2A	Johnson City	TN	37601
35	1500 Harvey Rd, Space 4010	College Station	TX	77840
37	4323 Legendary Drive	Destin	FL	32541
41	12000 SE 82nd Avenue, Suite 2057	Happy Valley	OR	97086
42	6700 Douglas Boulevard, Space #2040	Douglasville	GA	30135
43	3516 Capital City Mall Drive	Camp Hill	PA	17011
45	4301 W. Wisconsin Ave.	Appleton	WI	54913
46	485 W. Glen Bay Avenue	Milwaukee	WI	53217
48	8201 S. Tamiami Trail	Sarasota	FL	34238
49	300 Monticello Ave # 110	Norfolk	VA	23510
50	1 Garden State Plaza Suite 1038	Paramus	NJ	07652
55	771 Shoppes Blvd. Space J	North Brunswick	NJ	08902
59	4600 South Medford Dr.	Lufkin	TX	75901
60	6020 East 82nd Street	Castleton	IN	46250
61	21100 Dulles Town Circle, Suite 264	Sterling	VA	20166
62	750 Citadel Drive E, Space 22008	Colorado Spring	CO	80909
64	350 North Milwaukee # 2165	Boise	ID	83704
65	630 Old Country Road Space 2053	Garden City	NY	11530
66	100 Citadel Drive Space 115	Commerce	CA	90040
68	6000 W Markham St., # 2200	Little Rock	AR	72205
69	2028 Florence Mall SPC 112	Florence	KY	41042
72	26300 Cedar Rd	Beachwood	OH	44122
75	3720 Palisades Center Drive Space B216	West Nyack	NY	10994
76	19501 Biscayne Blvd, Suite 1313	Miami	FL	33180
77	5043 Tuttle Crossing Blvd. Space 117	Dublin	OH	43016
78	3401 Nicholasville Rd, SUITE 218	Lexington	KY	40503
79	6401 Bluebonnet Blvd, Space 1147	Baton Rouge	LA	70836
81	6501 N. Grape Rd Suite 264	Mishawaka	IN	46545
82	800 N. Green River Rd Sp #94	Evansville	IN	47715
87	1001 Barnes Crossing Road, Space #723	Tupelo	MS	38804
92	7 Backus Ave Space D104	Danbury	CT	06810
93	500 Winchester Ave., Suite 260	Ashland	KY	41101
94	3437 Masonic Drive, Space #1460	Alexandria	LA	71301
98	5870 East Broadway, Space #500	Tucson	AZ	85711
100	700 Haywood Mall Box 105	Greenville	SC	29607
102	268 Grand Central Mall Space 6028	Vienna	WV	26105
103	1788 Tamiami Trail North Sp K7	Naples	FL	34102
104	1000 Turtle Creek Dr Suite 610	Hattiesburg	MS	39402
108	16535 Southwest Freeway Sp 307	Sugar Land	TX	77479
109	2800 W. Big Beaver Rd	Troy	MI	48084
111	6605 Las Vegas Blvd. South Space B-135	Las Vegas	NV	89119
112	240 Parkdale Mall, Space #B240	Beaumont	TX	77706
114	5000 Shelbyville Rd. Space 1185	Louisville	KY	40207
117	7201 NW 86 Terrace	Kansas City	MO	64153
119	3265 W. Market St Sp 450	Akron	OH	44333
120	2701 Ming Ave. SP A-6	Bakersfield	CA	93304
121	11431 W. 95th St.	Overland Park	KS	66214
125	267 Valley River Center	Eugene	OR	97401
130	1 West Flatiron Circle, Space 2200	Broomfield	CO	80021
133	4750 Division Street, Space 2112	Spokane	WA	99207
136	7401 Market St Sp #643	Youngstown	OH	44512
138	21182 Salmon Run Mall Loop W, space C114	Watertown	NY	13601
141	2825 S. Glenstone Space P14	Springfield	MO	65804
146	205 W. Blackstock Rd Space #700	Spartanburg	SC	29301
147	6650 S. Westnedge Sp 244	Portage	MI	49002
153	8074 Citrus Park Town Center Mall	Tampa	FL	33625
158	320 West Kimberly Road, Space #0057	Davenport	IA	52806
159	310 Daniel Webster Highway	Nashua	NH	03060
162	5500 Buckeystown Pike, Space 656	Frederick	MD	21703
164	2625 Scottsville Road	Bowling Green	KY	42104
166	99 Rockingham Park Blvd. Space W237-241	Salem	NH	03079
167	35000 Warren Rd, Space 522	Westland	MI	48185
169	5111 Rogers Avenue, Space #167	Fort Smith	AR	72903
170	238 Legacy Place Building A	Dedham	MA	02026
173	7900 Governor Ritchie Hwy, Apac #C 111	Glen Burnie	MD	21061
175	1600 Miller Trunk Hgwy, Sp J09	Duluth	MN	55811
176	1855 41st Avenue, Space #H-4	Capitola	CA	95010
177	7850 Mentor Avenue, Space #768	Mentor	OH	44060



**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
179	3700 Rivertowne Parkway Space #2144	Grandville	MI	49418
180	5555 Youngstown-Warren Road, Unit 330	Niles	OH	44446
182	1500 S. Willow St, Sp # E115	Manchester	NH	03103
183	3065 Route 50 Suite 114	Saratoga Springs	NY	12866
184	880 Broadway Mall	Hicksville	NY	11801
185	3233 Bel Air Mall, Space G-12	Mobile	AL	36606
186	2801 Wilma Roudolph Blvd.	Clarksville	TN	37040
189	3247 W. Main Street	Norman	OK	73072
190	2370 N. Expressway Space 1282	Brownsville	TX	78526
199	27276 Novi Rd	Novi	MI	48377
200	276 Montgomery Mall	North Wales	PA	19454
203	One Premium Outlets Blvd. Suite 510	Wrentham	MA	02093
204	1825 Annapolis Mall	Annapolis	MD	21401
205	1245 Worcester Rd	Natick	MA	01760
206	6191 S. State St Space #1150	Murray	UT	84107
208	631 E. Boughton Rd. Suite 145	Bolingbrook	IL	60440
209	4500 N. Oracle Rd Space 200	Tucson	AZ	85705
210	4800 Hulen Mall Space 2165	Fort Worth	TX	76132
211	5065 Main Street	Trumbull	CT	06611
213	632 Briarwood Circle, Sp D119	Ann Arbor	MI	48108
219	2003 S. Promenade Blvd. Suite #5140	Rogers	AR	72758
221	470 Lewis Ave. SPACE 38	Meriden	CT	06451
222	2300 E. Lincoln Highway #141	Langhorne	PA	19047
224	2500 Moreland Rd, Space 2020	Willow Grove	PA	19090
226	1 Crossgates Mall Rd.	Albany	NY	12203
228	2727 Fairfield Commons	Beavercreek	OH	45431
229	37540 W. Six Mile Rd, Sp F430	Livonia	MI	48152
233	935 Riverdale Street Suite D-101	W. Springfield	MA	01089
234	5100 N. 9th Ave Space #F609	Pensacola	FL	32504
238	2181 Sunrise Mall	Massapequa	NY	11758
241	4700 Millhaven Rd	Monroe	LA	71203
245	2172 North Point Circle	Alpharetta	GA	30022
246	1595 Highway 36W Space 815	Roseville	MN	55113
247	1277 Broadway, Sp N211	Saugus	MA	01906
248	160 N. Gulph Rd. Suite 2317	King of Prussia	PA	19406
252	2015 Birch Rd. Suite #512	Chula Vista	CA	91915
257	1201 Boston Post Rd	Millford	CT	06460
260	125 Westchester Ave, Sp 3730	White Plains	NY	10601
261	301 South Hills Village	Pittsburgh	PA	15241
262	502 Eastview Mall	Victor	NY	14564
265	14600 Lakeside Circle, Unit 2132	Sterling Heights	MI	48313
268	993 Mount Berry Square NE, Space #212	Rome	GA	30165
273	3473 Amelia Drive	Orchard Park	NY	14127
274	8401 Gateway W.	El Paso	TX	79925
277	2200 W. War Memorial Dr.	Peoria	IL	61613
279	355 The Bridge Street NW Suite 109	Huntsville	AL	35806
281	400 Ernest W. Barrett Pkwy NE Suite 164	Kennesaw	GA	30144
282	6343 W. Newberry Rd.	Gainesville	FL	32605
283	100 Greyrock Place	Stamford	CT	06901
284	180 Rt. 35 South	Eatontown	NJ	07724
285	4419 Lyons Rd. Building C2 Space 104	Coconut Creek	FL	33073
286	1615 E. Empire St., Sp B-5	Bloomington	IL	61701
288	4802 Valley View Blvd. NW.	Roanoke	VA	24012
289	5025 W. 117th Street	Leawood	KS	66211
291	3100 Main Street Space 1340	Maumee	OH	43537
292	300 Indian Lake Boulevard Suite 240	Hendersonville	TN	37075
293	112 Eisenhower Pkwy	Livingston	NJ	07039
294	301 Mount Hope Ave. Suite 2052	Rockaway	NJ	07866
295	5256 Route 30 Space 154	Greensburg	PA	15601
297	4954 Great Northern Mall Space 826	North Olmsted	OH	44070
300	144 Four Seasons Town Center	Greensboro	NC	27407
302	5445 Meadowood Mall Circle	Reno	NV	89502
308	2400 Richmond Road Space 81	Texarkana	TX	75503
310	2960 Center Valley Parkway Unit #736	Center Valley	PA	18034
313	4737 Concord Pike, Sp 500	Wilmington	DE	19803
317	6600 Menaul NE, Space J-6B	Albuquerque	NM	87110
319	400 Bald Hill Rd Suite #204	Warwick	RI	02886
327	17301 Valley Mall Rd, Sp 314	Hagerstown	MD	21740
331	4125 Cleveland Ave Space 1635	Ft. Myers	FL	33901
332	655 Route 318 Suite B075C	Waterloo	NY	13165
333	100 Robinson Dr, Suite 2210	Pittsburgh	PA	15205
338	5300 San Dario, Suite 192-C	Laredo	TX	78041
339	1425 Central Ave Sp 301-A	Albany	NY	12205
342	4130 West Jefferson Blvd, Bldg 1	Fort Wayne	IN	46804
343	10300 Little Patuxent Pkwy Space 2245	Columbia	MD	21044
344	3001 White Bear Ave N Suite 2028	St Paul	MN	55109
346	48 Wyoming Valley Mall	Wilkes Barre	PA	18702
348	6910 Fayetteville Road, Suite 265	Durham	NC	27713
350	10300 W. Forest Hill Blvd, Sp 165	Wellington	FL	33414



**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
352	4146 Summit Plaza Dr	Louisville	KY	40241
354	218 West Bridge St	West Homestead	PA	15120
357	2912 Towne Centre Boulevard	Lansing	MI	48912
360	2858 Town Center Blvd.	Crestview Hills	KY	41017
363	655 Kirkwood	Bismarck	ND	58504
366	4373 Belden Mall Rd.	Canton	OH	44718
367	30500 State Highway 181 Space 720	Spanish Fort	AL	36527
370	101 Range Line Rd N. Sp 216	Joplin	MO	64801
371	2929 Turner Hill Rd, Suite 1660	Lithonia	GA	30038
372	2000 Coastal Grand Circle Suite 290	Myrtle Beach	SC	29577
373	12421 Elm Creek Boulevard	Maple Grove	MN	55369
377	11800 West Broad St. Suite 1520	Henrico	VA	23233
378	6121 W. Park Blvd, Suite D-107	Plano	TX	75093
379	6002 Slide Rd Space F9 PO Box 68423	Lubbock	TX	79414
383	650 LEE BOULEVARD	YORKTOWN HEIGHTS	NY	10598
384	63 Towne Blvd	Madison	WI	53719
385	2500 N Mayfair	Wauwatosa	WI	53226
386	21001 N. Tatum Blvd	Phoenix	AZ	85050
389	1 Sangertown Sq. Ste. 119	New Hartford	NY	13413
391	212 St Clair Square	Fairview Heights	IL	62208
393	61 Gateway Mall	Lincoln	NE	68505
394	2600 Beach Blvd, Suite 8	Biloxi	MS	39531
399	4801 Outer Loop, Space B324	Louisville	KY	40219
400	1551 Valley West Drive Space 155	West Des Moines	IA	50266
401	29300 Hempstead Rd. Suite 874	Cypress	TX	77433
403	354 South County Center Way	St Louis	MO	63129
404	1600 Mid Rivers Mall, Sp #1010	St. Peters	MO	63376
406	206 City Circle	Peachtree City	GA	30269
407	4601 S. Broadway, Space F20	Tyler	TX	75703
408	7701 West I-40, Suite 344	Amarillo	TX	79121
410	5580 Goods Lane, Suite 1132	Altoona	PA	16602
411	742 Alberta Drive	Amherst	NY	14226
412	4200 Conroy Road Suite 113	Orlando	FL	32839
414	2801 Memorial Parkway SW Space 239	Huntsville	AL	35801
417	2415 Sagamore Parkway South, Suite G-05	Lafayette	IN	47905
423	18900 Michigan Avenue	Dearborn	MI	48126
424	4601 Eastgate Blvd., Space A240	Cincinnati	OH	45245
428	3401 S. U.S. Highway 41, Suite E-5	Terre Haute	IN	47802
432	644 Bel Air Road	Bel Air	MD	21014
434	8888 S.W. 136th Street, space 190-200	Miami	FL	33176
435	3300 Chambers Rd. South Suite 5065	Horseheads	NY	14845
437	507 Apache Mall	Rochester	MN	55902
441	3000 184th Street SW Suite 448	Lynnwood	WA	98037
442	361 Hillside Mall	San Mateo	CA	94403
444	136 Dartmouth Mall	Dartmouth	MA	02747
446	3200 Las Vegas Blvd. South, space 2520	Las Vegas	NV	89109
448	1401 Greenbrier Parkway S., suite 1224	Chesapeake	VA	23320
449	345 Bay Park Square	Green Bay	WI	54304
450	5101 Hinkleville Road, Unit 320	Paducah	KY	42001
453	900 Commons Drive Space 907	Dothan	AL	36303
457	7804 Abercorn St. Suite 101A	Savannah	GA	31406
459	12549 North Main Street Suite 3820	Rancho Cucamonga	CA	91730
461	410 Peachtree Parkway Suite 4138	Cumming	GA	30041
464	2175 NW Allie Avenue Suite 560	Hillsboro	OR	97124
469	4670 Merchants Park Circle Suite 634	Collierville	TN	38017
471	3625 Dallas Highway Suite 460	Marietta	GA	30064
472	271 Northgate Mall	Chattanooga	TN	37415
474	8251 Flying Cloud Dr. Suite 2018	Eden Prairie	MN	55344
476	6801 Northlake Mall Dr. Suite 163	Charlotte	NC	28216
477	15900 La Cantera Parkway Suite 8850	San Antonio	TX	78256
478	9140 Hudson Road Suite 504	Woodbury	MN	55125
479	6235 South Main Street Suite 109	Aurora	CO	80016
483	3500 Peachtree Road NE Unit #2050	Atlanta	GA	30326
485	2615 Medical Center Pkwy. Suite 1470	Murfreesboro	TN	37129
486	17819 Chenal Parkway Suite 125	Little Rock	AR	72223
487	4712 River City Drive Suite 103	Jacksonville	FL	32246
490	425 Cedar Sage Dr.	Garland	TX	75040
502	5900 Poyner Anchor Lane Suite 161	Raleigh	NC	27616
504	2823 El Camino Real	Tustin	CA	92782
505	3800 Merle Hay Suite 216	Des Moines	IA	50310
507	9018 N. 121st East Avenue Suite 100	Owasso	OK	74055
512	9620 Village Place Blvd.	Brighton	MI	48116
513	50495 Waterside Drive	Chesterfield	MI	48051
514	275 St. Rt. 10 E Suite 340	Succasunna	NJ	07876
515	314 Flat Rock Place Suite B105	Westbrook	CT	06498
516	3425 Princeton Road Suite A	Hamilton	OH	45011
519	100 Independence Way Space E123	Danvers	MA	01923
520	16451 N Scottsdale Road Suite 107	Scottsdale	AZ	85254
522	11401 NW 12th St. Suite E-306	Miami	FL	33172



**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
527	6720 N. Durango Drive Suite 130	N. Las Vegas	NV	89149
528	5350 West Bell Road Space 102	Glendale	AZ	85308
529	2655 McArthur Road	Whitehall	PA	18052
532	5030 Pinnacle Square Suite 112	Birmingham	AL	35235
535	1232 Galleria Blvd. Suite 150	Roseville	CA	95678
538	2166 E. 80th Avenue	Merrillville	IN	46410
547	7777 Edinger Avenue Suite 144	Huntington Beach	CA	92647
550	7902 Town Center Parkway Suite 117	Papillion	NE	68046
553	1984 S. University Drive	Davie	FL	33324
554	11337 Parkside Drive	Knoxville	TN	37934
561	4464 Cedar Park Drive	Dayton	OH	45440
563	131 East 12300 South	Draper	UT	84020
564	2541 Tuscany St. Suite 101	Corona	CA	92881
565	6464 E. Northwest Highway Suite 160	Dallas	TX	75214
568	11917 Gateway West Space E	El Paso	TX	79936
569	12860 South Freeway	Burleson	TX	76028
601	128 Colony Place	Plymouth	MA	02360
603	8740 W. Charleston Blvd. Suite 4	Las Vegas	NV	89117
607	6076 Marsha Sharp Freeway	Lubbock	TX	79407
608	487-2 Town Center Place	Columbia	SC	29229
609	2501 W. Happy Valley Road	Phoenix	AZ	85085
610	25546 N. Lake Pleasant Parkway	Peoria	AZ	85383
612	1639 E. Monte Vista Avenue	Vacaville	CA	95688
615	281 Main Street Suite G1	Exton	PA	19341
621	3320 US Highway 1 Unit 256	Lawrenceville	NJ	08648
622	128 Woodstock Square Ave. Suite 500	Woodstock	GA	30189
626	1300 West Sunset Road Space 2653	Henderson	NV	89014
628	150 Orland Park Place Space 108	Orland Park	IL	60462
630	1001 West 75th Street. Suite 145	Woodridge	IL	60517
631	210 Hamilton Commons Space 27	Mays Landing	NJ	08330
632	1800 Clements Bridge	Woodbury	NJ	08096
633	420 Marketplace Blvd.	Trenton	NJ	08691
634	1235 Polaris Parkway Space C1	Columbus	OH	43240
635	2795 S. Rochester Road	Rochester Hills	MI	48307
636	966 West Street Road Space 2200	Warminster	PA	18974
642	841 North East Mall Blvd.	Hurst	TX	76053
645	17305 Davenport St. Space Q117	Omaha	NE	68118
646	12 Centerton Road	Mt. Laurel	NJ	08054
650	13311 Hall Road	Utica	MI	48315
651	2009-1 East Greyhound Pass Space D6A	Carmel	IN	46033
654	905 Branson Landing Blvd.	Branson	MO	65616
656	6501 E. Lloyd Espressway Suite 21	Evansville	IN	47715
657	6010 W. 86th Street Suite 104	Indianapolis	IN	46278
658	9855 Waterstone Blvd.	Cincinnati	OH	45249
659	1864 Hilliard-Rome Road	Hilliard	OH	43026
662	1073 E. Baseline Road Suite 101	Gilbert	AZ	85233
663	1373 WP Ball Blvd.	Sanford	FL	32771
665	14669 W. 119th Street Space G	Olathe	KS	66062
666	70 Worcester Providence Turnpike Suite 513	Millbury	MA	01527
668	1800 South Loop 288 Suite 216	Denton	TX	76201
670	10835 Kings Road Suite 260	Myrtle Beach	SC	29572
672	Rt. 6 Scranton-Carbondale Highway Space 77	Scranton	PA	18508
673	2225 Highway K	O'Fallon	MO	63368
674	4100 William Penn Highway Space 36	Monroeville	PA	15146
677	11856 Pines Boulevard	Pembroke Pines	FL	33026
680	3900 Arlington Highlands Blvd. Suite 165	Arlington	TX	76018
681	6584 Towne Center Loop	Southaven	MS	38671
682	2920 E. Southlake Blvd.	Southlake	TX	76092
683	304 Crossroads Blvd.	Cary	NC	27518
687	7364 Carson Blvd.	Long Beach	CA	90808
688	221-223 South Rt. 73	Marlton	NJ	08053
689	400 South State Road	Springfield	PA	19064
690	2281 Town Center Avenue Suite 111	Melbourne	FL	32940
694	18810-D East 39th Suite 694	Independence	MO	64057
696	19075 Interstate South Suite 113A	Shennandoah	TX	77385
697	8274 Agora Parkway 100	Selma	TX	78154
702	800 Steven B. Tanger Blvd. Suite 105A	Commerce	GA	30529
703	8111 Concord Mills Blvd, Sp 531	Concord	NC	28027
705	5900 Sugarloaf Pkwy, Suite 557	Lawrenceville	GA	30043
707	6170 Grand Ave. Space 143	Gurnee	IL	60031
708	14500 W. Colfax Ave., Unit 255	Golden	CO	80401
709	1543 Franklin Mills Circle	Philadelphia	PA	19154
710	2700 Potomac Mills Circle, Suite 235	Woodbridge	VA	22192
712	501 Pittsburgh Mills Circle	Tarentum	PA	15084
714	3693 Stone Creek Boulevard	Cincinnati	OH	45251
715	17414 La Cantera Pkwy Suite 115	San Antonio	TX	78257
716	9945 W. McDowell Road Suite 115	Avondale	AZ	85392
717	1029 West Montauk Highway	West Babylon	NY	11704
719	2440 West Loop 340 Suite 11	Waco	TX	76711





**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
723	2441 N. Maize Road Suite 405	Wichita	KS	67205
724	5564 Dressler Rd, NW Suite 10	North Canton	OH	44720
726	9600 IH-35 South	Austin	TX	78748
727	10742-A Trinity Parkway	Stockton	CA	95219
732	4015 Interstate 35 South #830	San Marcos	TX	78666
734	8580 Factory Shops Blvd	Jeffersonville	OH	43128
736	1414 Fording Island Road Suite C150	Bluffton	SC	29910
740	5001 East US Expressway 83 Suite 310	Mercedes	TX	78570
741	5525 Factory Shops Boulevard	Ellenton	FL	34222
742	11211 120th Avenue D072A	Pleasant Prairie	WI	53158
743	127 Tanger Dr.	Williamsburg	IA	52361
744	1650 Premium Outlets Blvd. Suite 243	Aurora	IL	60504
746	800 Hwy 400 South, Suite 880	Dawsonville	GA	30534
747	1309 Lighthouse Place	Michigan City	IN	46360
748	13000 Folsom Blvd., Suite 307	Folsom	CA	95630
750	4540 Osage Beach Parkway	Osage Beach	MO	65065
751	1110 Stanley K. Tanger Ave. Space 1110	Lancaster	PA	17602
753	2601 S. McKenzie St. Suite #402	Foley	AL	36535
754	6699 North Landmark Drive Suite A150	Park City	UT	84098
755	36454 Seaside Outlet Drive Suite 1705	Rehoboth Beach	DE	19971
756	1863 Gettysburg Village Drive Suite 850	Gettysburg	PA	17325
757	549 South Chillicothe Road Suite 396	Aurora	OH	44202
758	210 Gasser Road Suite 1050	Baraboo	WI	53913
763	784 Woodland Road	Wyomissing	PA	19610
766	1600 N. Riverside Ave. Space 2035	Medford	OR	97501
770	377D Boardman-Poland Road	Youngstown	OH	44512
772	7097 SW Nyberg St.	Tualatin	OR	97062
773	430 New Dorp Lane Space B3	Staten Island	NY	10306
775	5550 Whittlesey Blvd.	Columbus	GA	31909
776	1680 Douglas Road	Oswego	IL	60543
780	3363 S. Linden Rd	Flint	MI	48507
782	6794 Tyrone Square	St. Petersburg	FL	33710
783	11330 Legacy Avenue Suite 110	Palm Beach Garr	FL	33410
787	2269 North Germantown Parkway Suite 101	Cordova	TN	38016
791	8270 E. Northfield Blvd.	Denver	CO	80238
792	122 Westfarms Mall	Farmington	CT	06032
796	1987 Eastwest Parkway	Fleming Island	FL	32003
797	2980 Meadow Creek Drive	Bossier City	LA	71111
798	4050 Baldwin Road	Auburn Hills	MI	48326
800	6520 North Illinois Suite 101	Fairview Heights	IL	62208
801	1829 Village West Parkway	Kansas City	KS	66111
806	2056 Sunrise Highway	Bayshore	NY	11706
809	20960 Westgate Mall	Fairview Park	OH	44126
811	1019 East I-30 Space 101	Rockwall	TX	75087
813	1231 W. Bay Area Blvd.	Webster	TX	77598
814	2819 Concord Road	York	PA	17402
822	3525 CARSON STREET	TORRANCE	CA	90503
828	999 S Washington St.	North Attleboro	MA	02760
831	7200 Harrison Ave, Suite F-80	Rockford	IL	61112
834	1624 Highwoods Blvd. G103	Greensboro	NC	27401
835	2150 Levis Commons Blvd.	Perrysburg	OH	43551
836	4850 E. Southport Road Suite G	Indianapolis	IN	46237
837	226 Smith Haven Mall	Lake Grove	NY	11755
838	2000 North Neil St	Champaign	IL	61820
844	10000 California Street Suite 3210	Omaha	NE	68114
846	1101 Outlet Collection Way Suite 1314	Auburn	WA	98001
848	3500 S. Meridian Street Suite 335	Puyallup	WA	98373
850	3188 Waltham Boulevard	Burlington	NC	27215
851	451 Altamonte Ave., Space 133	Altamonte Sprin	FL	32701
852	4325 Glenwood Ave.	Raleigh	NC	27612
853	2300 N. Salisbury Rd	Salisbury	MD	21801
858	235 Cross Creek Mall	Fayetteville	NC	28303
859	195 Fox Valley Center Dr. Space C-16A	Aurora	IL	60504
862	2061 Burnsville Center	Burnsville	MN	55306
864	808 Hawthorn Center	Vernon Hills	IL	60061
866	4201 Coldwater Rd	Fort Wayne	IN	46805
868	6555 E. Southern Ave. Sp #1526	Mesa	AZ	85206
869	5801 Long Prairie Road Suite 300	Flower Mound	TX	75028
873	2955 Veterans Road West Suite 1B	Staten Island	NY	10309
876	9630 Applecross Rd.	Jacksonville	FL	32222
877	11923L Fair Oaks	Fairfax	VA	22033
878	118 Monroeville Mall Blvd. Suite 5B	Monroeville	PA	15146
880	11500 Midlothian Pike	Richmond	VA	23235
881	22000 Dulles Retail Plaza Suite 132	Sterling	VA	20166
882	9090 Destiny USA Dr. Space F112	Syracuse	NY	13204
883	2934 Commerce Drive	Johnsburg	IL	60051
886	3320 Silas Creek Parkway	Winston-Salem	NC	27103
888	11025 Carolina Place Pkwy	Pineville	NC	28134
892	428 West 14 Mile Rd	Troy	MI	48083



**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
894	27001 US Highway 19 North Suite 1024	Clearwater	FL	33761
895	10300 Southside Blvd	Jacksonville	FL	32256
896	1 N Galleria Dr. Space D-107	Middletown	NY	10941
897	4205 Riverdale Road	Ogden	UT	84405
899	2501 W Memorial Rd. #140-42	Oklahoma City	OK	73134
900	12801 Hill Country Blvd. Suite C1-110	Bee Cave	TX	78738
905	2924 I-45 North Suite 500	Conroe	TX	77303
912	1960 US Highway 70 SE Suite 228	Hickory	NC	28602
919	3135 28th Street, Suite D1177	Grand Rapids	MI	49512
920	One Walden Galleria Space G-203	Buffalo	NY	14225
921	5800 Peach St., Sp 110	Erie	PA	16565
922	2340 S. Service Road	Moore	OK	73160
923	9627 Mentor Avenue	Mentor	OH	44060
925	355 Woodbridge Center Dr. Space 1265	Woodbridge	NJ	07095
930	436 Park City Center	Lancaster	PA	17601
931	8275 Old Troy Pike	Huber Heights	OH	45424
932	194 Buckland Hills Dr.	Manchester	CT	06042
936	611 Cross Keys Road	Sicklerville	NJ	08081
937	2700 Miamisburg Centerville Rd.	Dayton	OH	45459
938	500 Mall Road, Space 560	Barboursville	WV	25504
941	250 Granite St. Suite 3214	Braintree	MA	02184
943	18 West Lightcap Rd. Suite 1131	Pottstown	PA	19464
948	22610 Highway 281 North, Suite 110	San Antonio	TX	78258
949	701 Lynnhaven Pkwy	Virginia Beach	VA	23452
951	100 Reaville Avenue Suite 233	Flemington	NJ	08822
953	5085 Westheimer Rd., B2720-A	Houston	TX	77056
954	2501 Wabash Ave, Sp G-12 & G-13	Springfield	IL	62704
956	80 Via Del Oro	Fresno	CA	93720
957	2505 Sand Creek Rd. Suite 132	Brentwood	CA	94513
961	7051 S. Desert Blvd. Suite G-738	Canutillo	TX	79835
963	1201 Hooper Ave. Sp #1085	Toms River	NJ	08753
967	3853 US Highway 9 Space N2	Old Bridge	NJ	08857
969	1321 N. Columbia Center Blvd. Suite 541	Kennewick	WA	99336
972	5943 Sky Pond Drive Suite #E172	Loveland	CO	80538
973	14697 Delaware St. Suite 400	Westminster	CO	80023
974	20412 Route 19 Suite 315	Cranberry Town	PA	16066
975	6818 Main Street	Wilmington	NC	28405
976	100 West Higgins Suite Q-10	South Barrington	IL	60010
977	23501 Cinco Ranch Blvd. Suite H140	Katy	TX	77494
978	75 Middlesex Turnpike	Burlington	MA	01803
1001	13850 City Center Drive Space 5030	Chino Hills	CA	91709
1004	2021 N. Highland Ave. Space A6	Jackson	TN	38305
1005	1629 Eglin Street	Rapid City	SD	57701
1006	9911 Avon Lake Road Suite 478	Burbank	OH	44214
1008	3111 Midwestern Parkway Space #670	Wichita Falls	TX	76308
1009	300 Lycoming Mall Circle Suite 207	Pennsdale	PA	17756
1010	625 Black Lake Blvd. Space G9	Olympia	WA	98502
1012	4840 Tanger Outlet Blvd. Suite 1072	North Charleston	SC	29418
1013	8700 NE Vancouver Mall Dr. Space 230	Vancouver	WA	98662
1015	2400 Elida Road Space #166	Lima	OH	45805
1016	1850 Apple Blossom Mall	Winchester	VA	22601
1019	3405 Candler Mountain Rd. Space B-60	Lynchburg	VA	24502
1020	2 Common Court Unit D-58	North Conway	NH	03860
1021	2400 10th St. SW	Minot	ND	58701
1026	375 Jacksonville Mall Space #C009	Jacksonville	NC	28546
1027	8126 E. Santa Ana Canyon Rd. Space #2B	Anaheim Hills	CA	92808
1028	2399 Meadowbrook Rd. Unit # 335	Bridgeport	WV	26330
1029	250 North Red Cliffs Dr. #19	St. George	UT	84790
1034	3001 South Washburn Space #D110	Oshkosh	WI	54904
1035	1481 Retherford St. Space D-045	Tulare	CA	93274
1036	6750 W. Frontage Rd. Ste #412	Medford	MN	55049
1037	555 John F. Kennedy Road Space #660	Dubuque	IA	52002
1038	6245 N. Old 27 Space #G030	Fremont	IN	46737
1039	2060 Crossroads Blvd. Space 246	Waterloo	IA	50702
1041	2800 Columbia Rd. #431	Grand Forks	ND	58201
1043	3340 Mall Loop Drive Suite 1430	Joliet	IL	60431
1044	757 E. Lewis and Clark Parkway Suite 532	Clarksville	IN	47129
1046	6200 Grand River Blvd. East Suite 426	Leeds	AL	35094
1047	1635 River Valley Circle South Space 617	Lancaster	OH	43130
1048	140 E. Jericho Turnpike Space 25	Commack	NY	11725
1049	301 Cox Creek Parkway Suite 1034	Florence	AL	35630
1051	2 Crossroads Mall Space F011	Mt. Hope	WV	25880
1053	89 East Towne Mall Space B200	Madison	WI	53704
1054	3267 Quincy Mall Space #3267	Quincy	IL	62301
1055	1744 NW Chipman Rd.	Lee's Summit	MO	64063
1058	1691 94th Drive Space F-140	Vero Beach	FL	32966
1060	4201 North Shiloh Dr. Space #1215	Fayetteville	AR	72703
1061	601-635 HARRY L DRIVE	JOHNSON CITY	NY	13790
1063	10801 Corkscrew Rd. Space #133	Estero	FL	33928



**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
1065	100 Commercial Rd. Suite 12	Leominster	MA	01453
1066	E-300 Tuscola Blvd.	Tuscola	IL	61953
1070	344 Boardwalk Blvd.	Bossier City	LA	71111
1072	1001 Arney Rd. Space 703	Woodburn	OR	97071
1073	5000 Frederica St. Space E-4	Owensboro	KY	42301
1074	155 Dorset. St. Space H9	South Burlington	VT	05403
1075	388 Opry Mills Dr.	Nashville	TN	37214
1077	3501 North Granville Ave. Space M02	Muncie	IN	47303
1078	7800 North Navarro Suite 215	Victoria	TX	77904
1079	325 Adams Dr.	Weatherford	TX	76086
1080	1700 Norman Dr. Space 1126	Valdosta	GA	31601
1081	3500 McCann Rd. Space J04	Longview	TX	75605
1082	334 Westshore Plaza Space A9	Tampa	FL	33609
1085	9609 Mall Rd.	Morgantown	WV	26501
1086	1075 North Bridge St. Suite 140	Chillicothe	OH	45601
1089	69258 Highway 21 Space V	Covington	LA	70433
1090	1410 South Main Chapel Way	Gambriells	MD	21054
1092	3404 West 13th St. Space 160A	Grand Island	NE	68803
1093	1237 East Main St. Space 1024A	Carbondale	IL	62901
1095	1001 Rainbow Dr. Ste. 51 Space 44	Gadsden	AL	35901
1097	100 Central Mall Space 74	Lawton	OK	73501
1099	3849 S. Delsea Dr. Space B0009	Vineland	NJ	08360
1103	8992 N Skyview Avenue	Kansas City	MO	64154
1107	3500 Oleander Drive	Wilmington	NC	28403
1109	204 Bluefish Drive Suite 105	Panama City Bee	FL	32413
1117	4444 First Avenue N.E Suite 66	Cedar Rapids	IA	52402
1119	510 Porter's Vale Blvd. Suite 160	Valparaiso	IN	46383
1121	212-09 26th Avenue	Bayside	NY	11360
1124	8653 SW 124 Avenue	Miami	FL	33183
1128	663 Richland Mall	Mansfield	OH	44906
1132	14700 E. Indiana Avenue Suite 1064	Spokane Valley	WA	99216
1135	2200 S. Tanger Blvd. Suite 127-B	Gonzales	LA	70737
1136	4743 Rt. 9	Howell	NJ	07731
1137	5001 Sergeant Road #275	Sioux City	IA	51106
1138	1500 S.E. E. Devils Lake Rd. Suite 410	Lincoln City	OR	97367
1143	12761 Riverdale Blvd. Suite 103	Coon Rapids	MN	55448
1145	75 RHL Blvd.	South Charleston	WV	25309
1146	3333 Preston Rd. Suite 401	Frisco	TX	75034
1149	9684 Bruceville Rd. Suite 109	Elk Grove	CA	95757
1150	4800 Golf Road Space 422	Eau Claire	WI	54701
1151	22 Clifton Country Rd. Suite 35	Clifton Park	NY	12065
1152	1000 Highland Colony Pkwy Suite 9007	Ridgeland	MS	39157
1155	1800 McFarland Blvd. Suite 102	Tuscaloosa	AL	35405
1164	3676 Franklin Blvd.	Gastonia	NC	28056
1165	7336 S. Olympia Avenue W	Tulsa	OK	74132
1167	4310 Buffalo Gap Rd. Space 1398	Abilene	TX	79606
1173	6779 HWY 6 N	Houston	TX	77084
1178	4101 West Division St. Suite E24	Saint Cloud	MN	56301
1185	3049 William St. Space #226	Cape Girardeau	MO	63703
1186	6024 Glenway Avenue	Cincinnati	OH	45211
1187	1830 W. Fullerton Ave. Suite 36-37	Chicago	IL	60614
1191	2300 East 17th St. Suite #1163	Idaho Falls	ID	83404
1192	7501 West Cermak Road Space #E-11	Riverside	IL	60546
1193	14333 S. Highway 31	Gretna	NE	68028
1194	310 Market St. Space 310	Lynnfield	MA	01940
1195	120 Laconia Rd. Space 300	Tilton	NH	03276
1196	US Highway 460 & Route 25 Space 210	Bluefield	WV	24701
1197	2950 West Interstate 20 Space 255	Grand Prairie	TX	75052
1198	1262 Vocke Road Unit #464	Cumberland	MD	21502
1199	430 N. Main St. Space 14	Doylestown	PA	18901
1202	1201 Mall Run Road	Uniontown	PA	15401
1203	1950 East 20th Street Suite D403	Chico	CA	95928
1204	3575 Maple Ave. Suite #154	Zanesville	OH	43701
1205	4635 Factory Stores Blvd. Space B140	Myrtle Beach	SC	29579
1206	1210 Bonita Lakes Circle Space 640	Meridian	MS	39301
1210	1025 Outlet Center Drive Suite 410	Smithfield	NC	27577
1212	1800 Tiffin Avenue Suite 421	Findlay	OH	45840
1213	3702 Frederick Avenue Space 14	Saint Joseph	MO	64506
1215	5300 South 76 St. Space 230A-7	Greendale	WI	53129
1217	5000 South Arizona Mills Circle Space 594	Tempe	AZ	85282
1218	5885 Gulf Freeway Suite 305	Texas City	TX	77591
1219	3801 National Road East Space 565	Richmond	IN	47374
1220	4500 16th St. Space 645	Moline	IL	61265
1222	355 North Alafaya Trail Space B01	Orlando	FL	32828
1223	100 Highway 332 West Space 1004	Lake Jackson	TX	77566
1224	286B New Britain Avenue	Plainville	CT	06062
1225	2130 State Route 35 Space 50	Holmdel	NJ	07733
1226	1704 N. Dixie Highway Space A-7	Elizabethtown	KY	42701
1228	2875 Taylor Rd. Extension Suite 8	Reynoldsburg	OH	43068



**Justice US  
Closing Stores  
Exhibit A**

Store #	Address	City	State	Zip
1229	1146 Hickory Point Mall Space 1110	Forsyth	IL	62535
1233	1155 Buck Creek Rd. Suite 612	Simpsonville	KY	40067
1235	2424 US Highway 6 & 50 Space 0332	Grand Junction	CO	81505
1236	1850 W. Michigan Ave. Space 774	Jackson	MI	49202
1237	5522 Shaffer Rd. Unit 4	Dubois	PA	15801
1239	771 South 30th St. Space 707	Heath	OH	43056
1241	601 Donald Lynch Blvd. Space S 116A	Marlborough	MA	01752
1242	1408 Willowbrook Mall	Houston	TX	77070
1244	401 Center St. NE Space 1118	Salem	OR	97301
1246	1600 N. St. Rte. 50 Space 418A	Bourbonnais	IL	60914
1247	1365 N. Dupont Highway #1044B	Dover	DE	19901
1249	256 Greece Ridge Center Dr.	Rochester	NY	14626
1250	2115 Lantern Ridge Lane Suite 300	Richmond	KY	40475
1252	1400 Dell Range Blvd. Space 14	Cheyenne	WY	82009
1253	3100 SW College Rd. Space 365A	Ocala	FL	34474
1254	455 Belwood Rd. Space A003	Calhoun	GA	30701
1257	110 B. Pavilion Parkway #7	Fayetteville	GA	30214
1258	1654 Military Rd. Space 17	Niagara Falls	NY	14304
1259	6800 N. 95 Avenue Suite 330	Glendale	AZ	85305
1260	5512 New Fashion Way Suite 1034	Charlotte	NC	28278
1262	1741 Palm Beach Lakes Blvd. Space #E215	West Palm Beach	FL	33401
1263	3905 Eagan Outlets Parkway Suite #225	Eagan	MN	55122
1264	409 Palace Drive	Hammond	LA	70403
1266	538 Beaver Valley Mall	Monaca	PA	15061
1269	1441 Tamiami Trail Space 575C	Port Charlotte	FL	33948
1270	67800 Mall Road Unit #0540	St. Clairsville	OH	43950
1274	200 Tanger Outlet Blvd. Suite 727	Pooler	GA	31322
1276	400 Mill Ave. SE Suite #529	New Philadelphia	OH	44663
1278	2727 Countryside Dr.	Turlock	CA	95380
1280	4150 South Highway 27 Space 21	Somerset	KY	42501
1281	17049 North Outer 40 Rd. Space 190	Chesterfield	MO	63005
1282	3100 Highway 365 Space 65	Port Arthur	TX	77642
1283	30052 Haun Rd.	Menifee	CA	92584
1284	2010 Green Acres Space 2205A	Valley Stream	NY	11581
1285	11110 Mall Circle Space C03	Waldorf	MD	20603
1288	255 N West Promontory	Farmington	UT	84025
1289	301 Tanger Dr. Suite 211C	Terrell	TX	75160
1290	501 N. Main St. Space 56	Muskogee	OK	74401
1298	350 84th St. SW Suite 910	Byron Center	MI	49315
1299	1850 Adams St. Space 314	Mankato	MN	56001
1401	6500 Springfield Mall Suite 6613	Springfield	VA	22150
1402	325 Piedmont Dr. Space #125	Danville	VA	24540
1403	2640 Canyon Springs Parkway Suite A	Riverside	CA	92507
1408	800 Brevard Rd. Suite 612	Asheville	NC	28806
1409	714 Greenville Blvd. Southeast Suite G12	Greenville	NC	27858
1411	120 Justice Way Suite 140	Pikeville	KY	41501
1416	12300 Jefferson Ave. Suite 819	Newport News	VA	23602
1418	532 Pinnacle Parkway Space 549	Bristol	TN	37620
1419	5050 Factory Shops Blvd. Space 645	Castle Rock	CO	80108
1420	8501 West Bowles Ave. Suite 1175	Littleton	CO	80123
1421	901 S. Coast Drive	Costa Mesa	CA	92626
1422	137 Spotsylvania Mall Space 850	Fredericksburg	VA	22407
1423	1500 Apalachee Parkway Space 2070	Tallahassee	FL	32301
1424	907-937A Market Street Space C220	Philadelphia	PA	19107

**Store Count 606**

**Justice USD**

Consultant Expense Budget  
 Exhibit B

Supervision Expense	
Title	Total Supervision Expense
Store Supervisors	868,429
Regional Supervisor	46,286
Operations Lead	31,821
F&A	31,821
<b>Total</b>	<b>\$978,357</b>

Advertising Expense	
Type of Advertisement	Total Advertising Expense
Interior Signs and Exterior Banners	\$1,060,910
Digital Media/E-Mail Blasts/Bag Stuffers	\$165,000
Signwalker Program	\$797,750
<b>Total</b>	<b>\$2,023,660</b>

Other Expense	
Type of Expenses	Total Other Expense
Legal	\$25,000
<b>Total</b>	<b>\$3,027,017</b>

Notes:

1. Assumes a standard industry rate of 50%
2. The estimated expense budget contemplates a sale term of July 24, 2020 through August 17, 2020. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.

**Schedule 2**

**Sale Guidelines**

### Sale Guidelines<sup>1</sup>

1. The Sales shall be conducted so that the Stores in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective leases for the Stores.
2. The Sales shall be conducted in accordance with applicable state and local “Blue Laws,” where applicable, so that no Sales shall be conducted on Sunday unless the Merchant had been operating such Store on a Sunday.
3. On “shopping center” property, Merchant and Consultant shall not distribute handbills, leaflets, or other written materials to customers outside of any Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Store is located; *provided* that Merchant and Consultant may solicit customers in the Stores themselves. On “shopping center” property, Merchant and Consultant shall not use any flashing lights or amplified sound to advertise the Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
4. At the conclusion of the Sales, Merchant and Consultant shall vacate the Stores in broom clean condition; *provided* that Merchant and Consultant may abandon any Store Closure Assets not sold in the Sales at the conclusion of the Sales, without cost or liability of any kind to Merchant and Consultant, *provided* that, nothing herein shall be deemed a waiver of any damage claims against the Merchant. Any abandoned Store Closure Assets left in a Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant.
5. Merchant and Consultant may advertise the Sales as a “store closing,” “sale on everything,” “everything must go,” “everything on sale,” or a similar-themed sale.
6. Merchant and Consultant shall be permitted to utilize display, hanging signs, real estate signs, and interior banners in connection with the Sales; *provided* that such display, hanging signs, real estate signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Consultant shall not use neon or day-glo on its display, hanging signs, or banners. Furthermore, with respect to enclosed mall locations, no exterior banners or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and 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* that such banners shall be located or hung so as to make clear that the Sales are being conducted only at the affected Store, shall not be wider than the storefront of the Store, and shall not be larger than 4 feet x 40 feet. In addition, the Merchant and Consultant shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Approval Order. Nothing

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<sup>1</sup> Capitalized terms used but not defined in these Sale Guidelines have the meanings given to them in the Motion.

contained in these Sale Guidelines shall be construed to create or impose upon Consultant or Merchant any additional restrictions not contained in the applicable lease agreement.

7. Conspicuous signs shall be posted in the cash register areas of each of the affected Stores to effect that "all sales are final."
8. Except with respect to the hanging of exterior banners, Merchant and Consultant shall not make any alterations to the storefront or exterior walls of any Stores.
9. Merchant and Consultant shall not make any alterations to interior or exterior Store lighting. No property of the landlord of a Store shall be removed or sold during the Sales. The hanging of exterior banners or in-Store signage and banners shall not constitute an alteration to a Store.
10. Merchant and Consultant shall keep Store premises and surrounding areas clear and orderly consistent with present practices.
11. Merchant and Consultant, subject to the provisions of the Consulting Agreement, shall have the right to sell all FF&E, approved by the Merchant. Merchant and 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 sale shall be permitted to remove the FF&E either through the back shipping areas at any time, or through other areas after applicable business hours. For the avoidance of doubt, as of the Sale Termination Date, Merchant and Consultant may abandon, in place, any FF&E.
12. At the conclusion of the Sales at each Store, pending assumption or rejection of applicable leases, the landlords of the Stores shall have reasonable access to the Stores' premises as set forth in the applicable leases. The Merchant, Consultant, and their agents and representatives shall continue to have access to the Stores as provided for in the Agreement.
13. Absent relief by the Court, post-petition rents shall be paid by the Merchant, as required by the Bankruptcy Code, until the rejection or assumption and assignment of each lease. Consultant shall have no responsibility to the landlords therefor.
14. The rights of landlords against Merchant for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.
15. If and to the extent that the landlord of any Store affected hereby contends that Consultant or Merchant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on the Merchant and Consultant as follows:

If to Consultant:

SB360 Capital Partners, LLC  
1010 Northern Blvd., Suite 340  
Great Neck, NY 11021



Attn: Aaron Miller  
Facsimile: (516) 945-3434  
Email: Amiller@sb360.com

with copies (which shall not constitute notice) to:

Greenberg Traurig LLP  
One International Place, Suite 2000  
Boston, MA 02110  
Attention: Jeffrey M. Wolf, Esq.  
Email address: wolfje@gtlaw.com

If to Merchant:

Ascena Retail Group, Inc.  
933 MacArthur Boulevard  
Mahwah, New Jersey 07430  
Attention: Legal Department

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attention: Steven N. Serajeddini, P.C.  
Email address: steven.serajeddini@kirkland.com

- and -

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attention: John R. Luze and Jeff Michalik  
E-mail address: john.luze@kirkland.com  
jeff.michalik@kirkland.com

**Exhibit B**

**Proposed Final Order**

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
 Edward O. Sassower, P.C.  
 Steven N. Serajeddini, P.C. (*pro hac vice* pending)  
 601 Lexington Avenue  
 New York, New York 10022  
 Telephone: (212) 446-4800  
 Facsimile: (212) 446-4900  
 -and-  
 John R. Luze (*pro hac vice* pending)  
 300 North LaSalle  
 Chicago, Illinois 60654  
 Telephone: (312) 862-2000  
 Facsimile: (312) 862-2200

**COOLEY LLP**  
 Cullen D. Speckhart (VSB 79096)  
*Admitted to practice in New York, Virginia, Missouri and Texas; Not admitted to practice in DC, supervised by members of DC bar*  
 Olya Antle (VSB 83153)  
*Admitted to practice in Virginia; Not admitted to practice in DC, supervised by members of DC bar*  
 1299 Pennsylvania Avenue, NW, Suite 700  
 Washington, DC 20004-2400  
 Telephone: (202) 842-7800  
 Facsimile: (202) 842-7899

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF VIRGINIA  
 RICHMOND DIVISION**

In re:	)	
	)	Chapter 11
ASCENA RETAIL GROUP, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 20-33113 (KRH)
	)	
Debtors.	)	(Joint Administration Requested)
	)	

**FINAL ORDER GRANTING  
 DEBTORS’ MOTION FOR ENTRY OF INTERIM AND  
 FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO ASSUME  
 THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES  
 FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) authorizing the Debtors to assume the Consulting Agreement, (b) authorizing and approving the Sale Guidelines, with such

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://cases.primeclerk.com/ascena>. The location of Debtor Ascena Retail Group, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 933 MacArthur Boulevard, Mahwah, New Jersey 07430.

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

sales to be free and clear of all liens, claims, and encumbrances, and (c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY FOUND AND DETERMINED THAT:<sup>3</sup>

1. The Debtors have advanced sound business reasons for seeking to assume the Consulting Agreement and adopt the Sale Guidelines, as set forth in the Motion and at the Hearing, and entering into the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and in the best interests of the Debtors and their estates.

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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. *See* Fed. R. Bankr. P. 7052.

2. The conduct of the Sales in accordance with the Sale Guidelines will provide an efficient means for the Debtors to dispose of the Store Closure Assets.

3. The Consulting Agreement was negotiated, proposed, and entered into by the Consultant and the Debtors without collusion, in good faith, and from arm's length bargaining positions.

4. The assumption of the Consulting Agreement is a sound exercise of the Debtors' business judgment.

5. 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.

6. The Sales are in the best interest of the Debtors' estates.

7. The entry of this 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 THAT:**

8. The Motion is granted on a final basis as provided herein.

9. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Final Order.

10. To the extent of any conflict between this Order, the Sale Guidelines, and the Consulting Agreement, the terms of this Order shall control over all other documents and the Sale Guidelines shall control over the Consulting Agreement.

11. Notwithstanding Bankruptcy Rule 6004(h), this Order shall take effect immediately upon its entry.

**I. Authority to Assume the Consulting Agreement.**

12. The assumption of the Consulting Agreement by the Debtors pursuant to section 365 of the Bankruptcy Code is approved on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreement, including making all payments required by the Consulting Agreement to the Consultant, without the need for any application of the Consultant or a further order of the Court.

13. Subject to the restrictions set forth in this Order and the Sale Guidelines, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the Sales and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement and/or the Sales prior to the date of this Order, hereby are approved and ratified.

14. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant's fraud, willful misconduct, or gross negligence.

**II. Authority to Engage in Store Closings.**

15. The Debtors are authorized pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code to immediately continue and conduct the Sales at the Closing Stores in accordance with this Order, the Sale Guidelines, and the Consulting Agreement, as applicable.

16. The Sale Guidelines are approved in their entirety on a final basis.

17. The Debtors are authorized to discontinue operations at the applicable Closing Stores in accordance with this Order and the Sale Guidelines.

18. All entities that are presently in possession of some or all of the Store Closure Assets in which the Debtors hold an interest that are or may be subject to the Sales or this Order

hereby are directed to surrender possession of such Store Closure Assets to the Debtors or the Consultant.

19. Neither the Debtors nor the Consultant 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 under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Store Closings and to take the related actions authorized herein.

### **III. Conduct of the Sales.**

20. All newspapers and other advertising media in which the Store Closings may be advertised and all landlords are directed to accept this Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Store Closure Assets in the manner contemplated by and in accordance with this Order, the Sale Guidelines, and the Consulting Agreement.

21. The Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Sales without necessity of further order of this Court as provided in the Consulting Agreement or the Sale Guidelines, 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.

22. 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 Store Closure Assets, to the extent that, prior to the Final Hearing, disputes arise during the course of such sale regarding

laws regulating the use of sign-walkers, banners, or other advertising and the Debtors and the Consultant 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 or (b) within two business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

23. The sale of the Store Closure Assets shall be conducted by the Debtors and the Consultant 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 or the Sales (including the sale of the Store Closure Assets), the rejection of leases, abandonment of assets, or “going dark” provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Order and the Sale Guidelines. The Debtors, Consultant, and landlords of the Closing Stores are authorized to enter into agreements (“Side Letters”) between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords, *provided* that nothing in such Side Letters affects the provisions of this Order. In the event of any conflict between the Sale Guidelines and any Side Letter, the terms of such Side Letter shall control. In the event of a dispute between the Consultant and a landlord on the terms of a Side Letter, the Consultant and the landlord agree that they may seek an emergency hearing before the Court on



no less than five business days' notice, unless the parties agree to a hearing on a shorter notice, in each respect subject to the Court's availability.

24. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, and creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) 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 provider, 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 in the Bankruptcy Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

25. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Stores and all related Store services, furniture, fixtures, equipment, and other assets of the Debtors for the purpose of conducting the Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines and this Order.

26. All sales of Store Closure Assets shall be “as is” and final. Returns related to the purchase of Store Closure Assets shall not be accepted at stores that are not participating in the Store Closings.

27. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Sales 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. The Consultant shall collect, remit to the Debtors and account for sales taxes as and to the extent provided in the Consulting Agreement. This 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.

28. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closure Assets, and all such sales, whether by the Consultant or the Debtors, shall be free and clear of any and all of any liens, claims, encumbrances, and other interests; *provided* that any such of any liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closure Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses

that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

29. To the extent that the Debtors propose to sell or abandon FF&E which may contain personal and/or confidential information about the Debtors' employees and/or customers (the "Confidential Information"), the Debtors shall remove the Confidential Information from such items of FF&E before such sale or abandonment.

30. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Stores. The Debtors and Consultant are authorized to sell the Debtors' FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Consulting Agreement.

31. Notwithstanding this or any other provision of this Order, nothing shall prevent or be construed to prevent the Consultant (individually, as part of a joint venture, or otherwise) or any of its affiliates from providing additional services to and/or bidding on the Debtors' assets not subject to the Consulting Agreement pursuant to an agency agreement or otherwise ("Additional Assets"). The Consultant (individually, as part of a joint venture, or otherwise) or any of its affiliates are hereby authorized to bid on, guarantee, or otherwise acquire such Additional Assets, or offer to provide additional services, notwithstanding anything to the contrary in the Bankruptcy Code or other applicable law, *provided* that such services guarantee, transaction, or acquisition is approved by separate order of this Court.

#### **IV. Procedures Relating to Additional Closing Stores.**

32. To the extent that the Debtors seek to conduct the Sales at any Additional Closing Store, the Sale Guidelines and this Order shall apply to the Additional Closing Stores.

33. Prior to conducting the Sales at any Additional Closing Store, the Debtors will (a) consult with the Required Consenting Creditors (as such term is used in the Restructuring

Support Agreement) and counsel to the ABL Agent and, after obtaining their consent, (b) file a list of such Additional Closing Stores with this Court (the “Additional Closing Store List”), and serve a notice of their intent to conduct the Sales at the Additional Closing Stores on the applicable landlords (the “Additional Closing Store Landlords”) and interested parties, including the U.S. Trustee, any statutory committee of creditors appointed in the Merchant’s bankruptcy case, and the prepetition secured parties that comprise the Merchant’s capital structure, by email (to the extent available to the Debtors) or overnight mail. With respect to Additional Closing Store Landlords, the Debtors will mail such notice to the notice address set forth in the lease for such Additional Closing Store (or, if none, at the last known address available to the Debtors).

34. The Additional Closing Store Landlords and any interested parties shall have seven days after service of the applicable Additional Closing Store List to object to the application of this Order. If no timely objections are filed with respect to the application of this Order to an Additional Closing Store, the Debtors should be authorized, pursuant to sections 105(a), and 363(b) and (f) of the Bankruptcy Code, to proceed with conducting the Sales at the Additional Closing Store in accordance with this Order, as applicable, the Sale Guidelines, and the Consulting Agreement. If any objections are filed with respect to the application of this Order to an Additional Closing Store, and such objections are not resolved, the objections and the application of this Order to the Additional Closing Store will be considered by the Court at the next regularly scheduled omnibus hearing, subject to the rights of any party to seek relief on an emergency basis on shortened notice, to the extent necessary so that the Debtors can move promptly to maximize value and minimize expenses for the benefit of their creditors and stakeholders.

**V. Dispute Resolution Procedures with Governmental Units.**

35. Nothing in this Order, the Consulting Agreement, or the Sale Guidelines, 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 Order. Nothing contained in this Order, the Consulting Agreement, or the Sale Guidelines 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 and the Sales 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 Order, the Consulting Agreement, or the Sale Guidelines, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, 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 Order. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

36. To the extent that the sale of Store Closure Assets 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 Store Closure Assets, the dispute resolution procedures in this section shall apply.

- i. Provided that the Sales are conducted in accordance with the terms of this Order, as applicable, and the Sale Guidelines, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors and the Consultant will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Order, as applicable, and the Sale Guidelines without the necessity of further showing compliance with any Liquidation Sale Laws.
- ii. Within three business days after entry of this Order, the Debtors will serve by first-class mail, copies of this Order, the Consulting Agreement, and the Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; (d) the chief legal counsel for the local jurisdiction; and (e) the landlords for the Stores (collectively, the "Dispute Notice Parties").
- iii. With respect to any Additional Closing Stores, within three business days after filing any Additional Closing Store List with the Bankruptcy Court, the Debtors will serve by first-class mail, copies of this Order, as applicable, the Consulting Agreement, and the Sale Guidelines on the Dispute Notice Parties.
- iv. To the extent that there is a dispute arising from or relating to the Sales, this Order, as applicable, the Consulting Agreement, or the Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of this Order, or service of an Additional Store Closing 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) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven N. Serajeddini, P.C., and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: John R. Luze and Jeff Michalik; and (b) Cooley LLP, 1299 Pennsylvania Avenue, NW, Suite 700, Washington, D.C. 20004-2400, Attn: Cullen D. Speckhart and Olya Antle; and (c) counsel to the Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001, Attn: Evan R. Fleck; (d) counsel to the ABL Agent, (i) Morgan Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn: Matthew F. Furlong,

Julia Frost-Davies and Christopher L. Carter, and (ii) Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown; (e) the Consultant, SB360 Capital Partners, LLC, 1010 Norther Blvd., Great Neck, New York 11021, Attn: Aaron Miller; and (f) counsel to the Consultant, Greenberg Traurig LLP, One International Place, Suite 2000, Boston, Massachusetts 02110, Attn: Jeffrey M. Wolf. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

- v. In the event that a Dispute Resolution Motion is filed, nothing in this Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (a) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (b) that neither the terms of this Order nor the conduct of the Debtors pursuant to this Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sales pursuant to this Order, absent further order of the Bankruptcy Court. Upon the entry of this Order, as applicable, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Order, as applicable, the Consulting Agreement, and/or the Sale Guidelines 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 this Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- vi. If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iv) and (v) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

37. Subject to paragraphs 35 and 36 above, each and every federal, state, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct the Sales.

38. Provided that the Sales are conducted in accordance with the terms of this Order, the Consulting Agreement, and the Sale Guidelines, and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Order and the Sale Guidelines without the necessity of further showing compliance with any such Liquidation Sale Laws.

**VI. Other Provisions.**

39. 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 Agreement.

40. To the extent the Debtors are subject to any state “fast pay” laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of: (a) the Debtors’ next regularly scheduled payroll; and (b) seven calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

41. Upon request from the Debtors, and only to the extent the Debtors’ interest in a Lockout Store or any Seized Inventory constitutes property of the estate, the applicable landlord in possession of a Lockout Store or any Seized Inventory shall relinquish to the Debtors access to the Lockout Store or possession of the Seized Inventory, as applicable.

42. Notwithstanding anything to the contrary in this Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors’ use of cash collateral and/or any postpetition financing facility (in either case, the “Cash Collateral Order”);



(ii) the documentation in respect of any such use of cash collateral and/or postpetition financing; and (iii) the budget governing any such use of cash collateral and/or postpetition financing, provided, however, that notwithstanding the foregoing, the Consultant's fees and expenses shall be paid from Gross Proceeds in accordance with the terms of the Consulting Agreement and this Order, without regard to the provisions of any Cash Collateral Order or any such budget. To the extent there is any inconsistency between the term of the Cash Collateral Order and this Order, the terms of the Cash Collateral Order shall control.

43. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim, (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, priority or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

44. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

45. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

46. Notwithstanding Bankruptcy Rule and 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

47. Cause exists to shorten the notice period set forth in Bankruptcy Rule 2002, to the extent possible.

48. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

49. This Court shall retain jurisdiction with regard to all issues or disputes relating to this Order or the Consulting Agreement, 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, street sign, 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 and/or the Consultant for protection from interference with the Store Closings or Sales, (c) any other disputes related to the Store Closings or Sales, and (d) protection of the Debtors and/or the Consultant against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action against the Debtors, the Consultant, the landlords, the Store Closings, or the Sales 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.

50. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: \_\_\_\_\_  
Richmond, Virginia

\_\_\_\_\_  
United States Bankruptcy Judge

WE ASK FOR THIS:

**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
Edward O. Sassower, P.C.  
Steven N. Serajeddini, P.C. (*pro hac vice* pending)  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
-and-  
John R. Luze (*pro hac vice* pending)  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

/s/ Cullen D. Speckhart

**COOLEY LLP**  
Cullen D. Speckhart (VSB 79096)  
*Admitted to practice in New York, Virginia, Missouri and Texas; Not admitted to practice in DC, supervised by members of DC bar*  
Olya Antle (VSB 83153)  
*Admitted to practice in Virginia; Not admitted to practice in DC, supervised by members of DC bar*  
1299 Pennsylvania Avenue, NW, Suite 700  
Washington, DC 20004-2400  
Telephone: (202) 842-7800  
Facsimile: (202) 842-7899

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**CERTIFICATION OF ENDORSEMENT**  
**UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Cullen D. Speckhart

**Exhibit C**

**Closing Stores**

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Justice	3	THE MALL AT SHORT HILLS	1200 Morris Turnpike Space B-108	Short Hills	NJ	07078
Justice	5	BROOKFIELD SQUARE	95 N. Moorland Rd., Space #46	Brookfield	WI	53005
Justice	8	UNIVERSITY TOWN CENTER	4545 La Jolla Village Drive, Store #H-13	San Diego	CA	92122
Justice	13	COLUMBIA MALL	2300 Bernadette Drive, Space #426	Columbia	MO	65203
Justice	17	COLUMBIANA CENTRE	100 Columbian Circle # 1240	Columbia	SC	29212
Justice	18	POUGHKEEPSIE GALLERIA	2001 South Rd.	Poughkeepsie	NY	12601
Justice	20	FOX RUN MALL	50 Fox Run Mall Road, Spaces #H-3 & H-4	Newington	NH	03801
Justice	21	TREASURE COAST SQUARE	3240 NW Federal Highway	Jensen Beach	FL	34957
Justice	24	BRASS MILL CENTER	495 Union St., #2061	Waterbury	CT	06704
Justice	28	WEST ACRES SHOPPING CENTER	3902 13th Avenue South	Fargo	ND	58106
Justice	32	COCONUT POINT TOWN CENTER	23141 Fashion Drive Suite 107	Estero	FL	33928
Justice	33	MALL AT JOHNSON CITY	2011 N. Roan Street, Space D2A	Johnson City	TN	37601
Justice	35	POST OAK MALL	1500 Harvey Rd, Space 4010	College Station	TX	77840
Justice	37	DESTIN COMMONS	4323 Legendary Drive	Destin	FL	32541
Justice	41	CLACKAMAS TOWN CENTER	12000 SE 82nd Avenue, Suite 2057	Happy Valley	OR	97086
Justice	42	ARBOR PLACE MALL	6700 Douglas Boulevard, Space #2040	Douglasville	GA	30135
Justice	43	CAPITAL CITY MALL	3516 Capital City Mall Drive	Camp Hill	PA	17011
Justice	45	FOX RIVER MALL	4301 W. Wisconsin Ave.	Appleton	WI	54913
Justice	46	BAYSHORE TOWN CENTER	485 W. Glen Bay Avenue	Milwaukee	WI	53217
Justice	48	SARASOTA SQUARE MALL	8201 S. Tamiami Trail	Sarasota	FL	34238
Justice	49	MACARTHUR CENTER	300 Monticello Ave # 110	Norfolk	VA	23510
Justice	50	GARDEN STATE PLAZA	1 Garden State Plaza Suite 1038	Paramus	NJ	07652
Justice	53	CHARLESTON TOWN CENTER MALL	3000 Charleston Town Center, Sp. 2025	Charleston	WV	25389
Justice	55	SHOPPES AT NORTH BRUNSWICK	771 Shoppes Blvd. Space J	North Brunswick	NJ	08902
Justice	59	LUFKIN MALL	4600 South Medford Dr.	Lufkin	TX	75901
Justice	60	CASTLETON SQUARE	6020 East 82nd Street	Castleton	IN	46250
Justice	61	DULLES TOWN CENTER	21100 Dulles Town Circle, Suite 264	Sterling	VA	20166
Justice	62	CITADEL MALL	750 Citadel Drive E, Space 22008	Colorado Springs	CO	80909
Justice	64	BOISE TOWNE SQUARE MALL	350 North Milwaukee # 2165	Boise	ID	83704
Justice	65	ROOSEVELT FIELD MALL	630 Old Country Road Space 2053	Garden City	NY	11530
Justice	66	CITADEL OUTLETS	100 Citadel Drive Space 115	Commerce	CA	90040
Justice	68	PARK PLAZA MALL	6000 W Markham St., # 2200	Little Rock	AR	72205
Justice	69	FLORENCE MALL	2028 Florence Mall SPC 112	Florence	KY	41042
Justice	72	BEACHWOOD PLACE	26300 Cedar Rd	Beachwood	OH	44122
Justice	75	PALISADES CENTER	3720 Palisades Center Drive Space B216	West Nyack	NY	10994
Justice	76	AVENTURA MALL VENTURE	19501 Biscayne Blvd, Suite 1313	Miami	FL	33180
Justice	77	MALL AT TUTTLE CROSSING	5043 Tuttle Crossing Blvd. Space 117	Dublin	OH	43016
Justice	78	FAYETTE MALL	3401 Nicholasville Rd, SUITE 218	Lexington	KY	40503
Justice	79	MALL OF LOUISIANA	6401 Bluebonnet Blvd, Space 1147	Baton Rouge	LA	70836
Justice	81	UNIVERSITY PARK MALL	6501 N. Grape Rd Suite 264	Mishawaka	IN	46545
Justice	82	EASTLAND MALL	800 N. Green River Rd Sp #94	Evansville	IN	47715
Justice	87	MALL AT BARNES CROSSING	1001 Barnes Crossing Road, Space #723	Tupelo	MS	38804
Justice	92	DANBURY FAIR	7 Backus Ave Space D104	Danbury	CT	06810

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Justice	93	ASHLAND TOWN CENTER	500 Winchester Ave., Suite 260	Ashland	KY	41101
Justice	94	ALEXANDRIA MALL	3437 Masonic Drive, Space #1460	Alexandria	LA	71301
Justice	98	PARK PLACE MALL (AZ)	5870 East Broadway, Space #500	Tucson	AZ	85711
Justice	100	HAYWOOD MALL	700 Haywood Mall Box 105	Greenville	SC	29607
Justice	102	GRAND CENTRAL MALL	268 Grand Central Mall Space 6028	Vienna	WV	26105
Justice	103	COASTLAND CENTER	1788 Tamiami Trail North Sp K7	Naples	FL	34102
Justice	104	TURTLE CREEK MALL	1000 Turtle Creek Dr Suite 610	Hattiesburg	MS	39402
Justice	108	FIRST COLONY	16535 Southwest Freeway Sp 307	Sugar Land	TX	77479
Justice	109	SOMERSET COLLECTION	2800 W. Big Beaver Rd	Troy	MI	48084
Justice	111	TOWN SQUARE	6605 Las Vegas Blvd. South Space B-135	Las Vegas	NV	89119
Justice	112	PARKDALE MALL	240 Parkdale Mall, Space #B240	Beaumont	TX	77706
Justice	114	MALL ST. MATTHEWS	5000 Shelbyville Rd. Space 1185	Louisville	KY	40207
Justice	117	ZONA ROSA	7201 NW 86 Terrace	Kansas City	MO	64153
Justice	119	SUMMIT MALL	3265 W. Market St Sp 450	Akron	OH	44333
Justice	120	VALLEY PLAZA MALL	2701 Ming Ave. SP A-6	Bakersfield	CA	93304
Justice	121	OAK PARK MALL	11431 W. 95th St.	Overland Park	KS	66214
Justice	125	VALLEY RIVER CENTER	267 Valley River Center	Eugene	OR	97401
Justice	130	FLATIRON CROSSING	1 West Flatiron Circle, Space 2200	Broomfield	CO	80021
Justice	133	NORTH TOWN MALL	4750 Division Street, Space 2112	Spokane	WA	99207
Justice	136	SOUTHERN PARK MALL	7401 Market St Sp #643	Youngstown	OH	44512
Justice	138	SALMON RUN MALL	21182 Salmon Run Mall Loop W, space C114	Watertown	NY	13601
Justice	141	BATTLEFIELD MALL	2825 S. Glenstone Space P14	Springfield	MO	65804
Justice	146	WESTGATE MALL (SC)	205 W. BlackstockRd Space #700	Spartanburg	SC	29301
Justice	147	THE CROSSROADS	6650 S. Westnedge Sp 244	Portage	MI	49002
Justice	153	CITRUS PARK	8074 Citrus Park Town Center Mall	Tampa	FL	33625
Justice	158	NORTH PARK MALL (IA)	320 West Kimberly Road, Space #0057	Davenport	IA	52806
Justice	159	PHEASANT LANE MALL	310 Daniel Webster Highway	Nashua	NH	03060
Justice	162	FRANCIS SCOTT KEY MALL	5500 Buckeystown Pike, Space 656	Frederick	MD	21703
Justice	164	GREENWOOD MALL	2625 Scottsville Road	Bowling Green	KY	42104
Justice	166	MALL AT ROCKINGHAM PARK	99 Rockingham Park Blvd. Space W237-241	Salem	NH	03079
Justice	167	WESTLAND SHOPPING CENTER	35000 Warren Rd, Space 522	Westland	MI	48185
Justice	169	CENTRAL MALL	5111 Rogers Avenue, Space #167	Fort Smith	AR	72903
Justice	170	LEGACY PLACE	238 Legacy Place Building A	Dedham	MA	02026
Justice	173	MARLEY STATION MALL	7900 Governor Ritchie Hwy, Apace #C 111	Glen Burnie	MD	21061
Justice	175	MILLER HILL MALL	1600 Miller Trunk Hgwy, Sp J09	Duluth	MN	55811
Justice	176	CAPITOLA MALL	1855 41st Avenue, Space #H-4	Capitola	CA	95010
Justice	177	GREAT LAKES MALL	7850 Mentor Avenue, Space #768	Mentor	OH	44060
Justice	179	RIVERTOWN CROSSINGS	3700 Rivertowne Parkway Space #2144	Grandville	MI	49418
Justice	180	EASTWOOD MALL	5555 Youngstown-Warren Road, Unit 330	Niles	OH	44446
Justice	182	MALL OF NEW HAMPSHIRE	1500 S. Willow St, Sp # E115	Manchester	NH	03103
Justice	183	WILTON MALL	3065 Route 50 Suite 114	Saratoga Springs	NY	12866
Justice	184	BROADWAY MALL	880 Broadway Mall	Hicksville	NY	11801
Justice	185	SHOPPES OF BEL AIR	3233 Bel Air Mall, Space G-12	Mobile	AL	36606

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Justice	186	GOVERNOR'S SQUARE MALL	2801 Wilma Roudolph Blvd.	Clarksville	TN	37040
Justice	189	SOONER MALL	3247 W. Main Street	Norman	OK	73072
Justice	190	SUNRISE MALL - (BROWNSVILLE)	2370 N. Expressway Space 1282	Brownsville	TX	78526
Justice	199	TWELVE OAKS MALL	27276 Novi Rd	Novi	MI	48377
Justice	200	MONTGOMERY MALL	276 Montgomery Mall	North Wales	PA	19454
Justice	203	WRENTHAM VILLAGE PREMIUM OUTLETS	One Premium Outlets Blvd. Suite 510	Wrentham	MA	02093
Justice	204	ANNAPOLIS	1825 Annapolis Mall	Annapolis	MD	21401
Justice	205	NATICK MALL	1245 Worcester Rd	Natick	MA	01760
Justice	206	FASHION PLACE	6191 S. State St Space #1150	Murray	UT	84107
Justice	208	PROMENADE BOLINGBROOK	631 E. Boughton Rd. Suite 145	Bolingbrook	IL	60440
Justice	209	TUSCON MALL	4500 N. Oracle Rd Space 200	Tucson	AZ	85705
Justice	210	HULEN MALL	4800 Hulen Mall Space 2165	Fort Worth	TX	76132
Justice	211	TRUMBULL MALL	5065 Main Street	Trumbull	CT	06611
Justice	213	BRIARWOOD MALL	632 Briarwood Circle, Sp D119	Ann Arbor	MI	48108
Justice	219	PINNACLE HILLS PROMENADE	2003 S. Promenade Blvd. Suite #5140	Rogers	AR	72758
Justice	221	MERIDEN MALL	470 Lewis Ave. SPACE 38	Meriden	CT	06451
Justice	222	OXFORD VALLEY MALL	2300 E. Lincoln Highway #141	Langhorne	PA	19047
Justice	224	WILLOW GROVE PARK	2500 Moreland Rd, Space 2020	Willow Grove	PA	19090
Justice	226	CROSSGATES MALL	1 Crossgates Mall Rd.	Albany	NY	12203
Justice	228	MALL AT FAIRFIELD COMMONS	2727 Fairfield Commons	Beavercreek	OH	45431
Justice	229	LAUREL PARK	37540 W. Six Mile Rd, Sp F430	Livonia	MI	48152
Justice	231	OAK VIEW MALL	3001 South 144th St.	Omaha	NE	68144
Justice	233	RIVERDALE SHOPS	935 Riverdale Street Suite D-101	W. Springfield	MA	01089
Justice	234	CORDOVA MALL	5100 N. 9th Ave Space #F609	Pensacola	FL	32504
Justice	238	SUNRISE MALL (NY)	2181 Sunrise Mall	Massapequa	NY	11758
Justice	241	PECANLAND MALL	4700 Millhaven Rd	Monroe	LA	71203
Justice	245	NORTH POINT MALL	2172 North Point Circle	Alpharetta	GA	30022
Justice	246	ROSEDALE CENTER	1595 Highway 36W Space 815	Roseville	MN	55113
Justice	247	SQUARE ONE MALL	1277 Broadway, Sp N211	Saugus	MA	01906
Justice	248	KING OF PRUSSIA PLAZA	160 N. Gulph Rd. Suite 2317	King of Prussia	PA	19406
Justice	252	OTAY RANCH TOWN CENTER	2015 Birch Rd. Suite #512	Chula Vista	CA	91915
Justice	257	CONNECTICUT POST MALL	1201 Boston Post Rd	Milford	CT	06460
Justice	260	WESTCHESTER	125 Westchester Ave, Sp 3730	White Plains	NY	10601
Justice	261	SOUTH HILLS VILLAGE	301 South Hills Village	Pittsburgh	PA	15241
Justice	262	EASTVIEW MALL	502 Eastview Mall	Victor	NY	14564
Justice	265	LAKESIDE MALL	14600 Lakeside Circle, Unit 2132	Sterling Heights	MI	48313
Justice	268	MOUNT BERRY SQUARE	993 Mount Berry Square NE, Space #212	Rome	GA	30165
Justice	273	QUAKER CROSSING	3473 Amelia Drive	Orchard Park	NY	14127
Justice	274	CIELO VISTA MALL	8401 Gateway W.	El Paso	TX	79925
Justice	277	NORTHWOODS MALL	2200 W. War Memorial Dr.	Peoria	IL	61613
Justice	279	BRIDGE STREET TOWN CENTRE	355 The Bridge Street NW Suite 109	Huntsville	AL	35806
Justice	281	TOWN CENTER AT COBB	400 Ernest W. Barrett Pkwy NE Suite 164	Kennesaw	GA	30144
Justice	282	THE OAKS MALL	6343 W. Newberry Rd.	Gainesville	FL	32605



BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Justice	283	STAMFORD TOWN CENTER	100 Greyrock Place	Stamford	CT	06901
Justice	284	MONMOUTH MALL	180 Rt. 35 South	Eatontown	NJ	07724
Justice	285	PROMENADE AT COCONUT CREEK	4419 Lyons Rd. Building C2 Space 104	Coconut Creek	FL	33073
Justice	286	EASTLAND MALL	1615 E. Empire St., Sp B-5	Bloomington	IL	61701
Justice	288	VALLEY VIEW MALL	4802 Valley View Blvd. NW.	Roanoke	VA	24012
Justice	289	TOWN CENTER PLAZA (KS)	5025 W. 117th Street	Leawood	KS	66211
Justice	291	SHOPS AT FALLEN TIMBERS	3100 Main Street Space 1340	Maumee	OH	43537
Justice	292	STREETS OF INDIAN LAKE	300 Indian Lake Boulevard Suite 240	Hendersonville	TN	37075
Justice	293	LIVINGSTON MALL	112 Eisenhower Pkwy	Livingston	NJ	07039
Justice	294	ROCKAWAY TOWNSQUARE	301 Mount Hope Ave. Suite 2052	Rockaway	NJ	07866
Justice	295	WESTMORELAND MALL	5256 Route 30 Space 154	Greensburg	PA	15601
Justice	297	GREAT NORTHERN MALL	4954 Great Northern Mall Space 826	North Olmsted	OH	44070
Justice	300	FOUR SEASONS TOWN CENTRE	144 Four Seasons Town Center	Greensboro	NC	27407
Justice	302	MEADOWOOD MALL	5445 Meadowood Mall Circle	Reno	NV	89502
Justice	308	CENTRAL MALL	2400 Richmond Road Space 81	Texarkana	TX	75503
Justice	310	PROMENADE SHOPS AT SAUCON VALLEY	2960 Center Valley Parkway Unit #736	Center Valley	PA	18034
Justice	313	CONCORD MALL	4737 Concord Pike, Sp 500	Wilmington	DE	19803
Justice	317	CORONADO CENTER	6600 Menaul NE, Space J-6B	Albuquerque	NM	87110
Justice	319	WARWICK MALL	400 Bald Hill Rd Suite #204	Warwick	RI	02886
Justice	327	VALLEY MALL (MD)	17301 Valley Mall Rd, Sp 314	Hagerstown	MD	21740
Justice	331	EDISON MALL	4125 Cleveland Ave Space 1635	Ft. Myers	FL	33901
Justice	332	WATERLOO PREMIUM OUTLETS	655 Route 318 Suite B075C	Waterloo	NY	13165
Justice	333	THE MALL AT ROBINSON	100 Robinson Dr, Suite 2210	Pittsburgh	PA	15205
Justice	338	MALL DEL NORTE	5300 San Dario, Suite 192-C	Laredo	TX	78041
Justice	339	COLONIE CENTER	1425 Central Ave Sp 301-A	Albany	NY	12205
Justice	342	JEFFERSON POINTE	4130 West Jefferson Blvd, Bldg 1	Fort Wayne	IN	46804
Justice	343	THE MALL IN COLUMBIA	10300 Little Patuxent Pkwy Space 2245	Columbia	MD	21044
Justice	344	MAPLEWOOD MALL	3001 White Bear Ave N Suite 2028	St Paul	MN	55109
Justice	346	WYOMING VALLEY MALL	48 Wyoming Valley Mall	Wilkes Barre	PA	18702
Justice	348	STREETS AT SOUTHPOINT	6910 Fayetteville Road, Suite 265	Durham	NC	27713
Justice	350	MALL AT WELLINGTON GREEN	10300 W. Forest Hill Blvd, Sp 165	Wellington	FL	33414
Justice	352	PADDOCK SHOPS	4146 Summit Plaza Dr	Louisville	KY	40241
Justice	354	WATERFRONT TOWN CENTER	218 West Bridge St	West Homestead	PA	15120
Justice	357	EASTWOOD TOWNE CENTER	2912 Towne Centre Boulevard	Lansing	MI	48912
Justice	360	CRESTVIEW HILLS TOWN CENTER	2858 Town Center Blvd.	Crestview Hills	KY	41017
Justice	363	KIRKWOOD MALL	655 Kirkwood	Bismarck	ND	58504
Justice	366	BELDEN VILLAGE MALL	4373 Belden Mall Rd.	Canton	OH	44718
Justice	367	EASTERN SHORE CENTRE	30500 State Highway 181 Space 720	Spanish Fort	AL	36527
Justice	370	NORTHPARK MALL (MO)	101 Range Line Rd N. Sp 216	Joplin	MO	64801
Justice	371	MALL AT STONECREST	2929 Turner Hill Rd, Suite 1660	Lithonia	GA	30038
Justice	372	COASTAL GRAND MALL	2000 Coastal Grand Circle Suite 290	Myrtle Beach	SC	29577
Justice	373	SHOPPES AT ARBOR LAKES	12421 Elm Creek Boulevard	Maple Grove	MN	55369
Justice	377	SHORT PUMP TOWN CENTER	11800 West Broad St. Suite 1520	Henrico	VA	23233

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Justice	378	SHOPS AT WILLOW BEND	6121 W. Park Blvd, Suite D-107	Plano	TX	75093
Justice	379	SOUTH PLAINS MALL	6002 Slide Rd Space F9 PO Box 68423	Lubbock	TX	79414
Justice	383	JEFFERSON VALLEY MALL	650 LEE BOULEVARD	Yorktown Heights	NY	10598
Justice	384	WEST TOWNE MALL	63 Towne Blvd	Madison	WI	53719
Justice	385	MAYFAIR	2500 N Mayfair	Wauwatosa	WI	53226
Justice	386	DESERT RIDGE MARKETPLACE	21001 N. Tatum Blvd	Phoenix	AZ	85050
Justice	389	SANGERTOWN SQUARE MALL	1 Sangertown Sq. Ste. 119	New Hartford	NY	13413
Justice	391	ST. CLAIR SQUARE	212 St Clair Square	Fairview Heights	IL	62208
Justice	393	GATEWAY MALL	61 Gateway Mall	Lincoln	NE	68505
Justice	394	EDGEWATER MALL	2600 Beach Blvd, Suite 8	Biloxi	MS	39531
Justice	399	JEFFERSON MALL	4801 Outer Loop, Space B324	Louisville	KY	40219
Justice	400	VALLEY WEST MALL	1551 Valley West Drive Space 155	West Des Moines	IA	50266
Justice	401	HOUSTON PREMIUM OUTLETS	29300 Hempstead Rd. Suite 874	Cypress	TX	77433
Justice	403	SOUTH COUNTY	354 South County Center Way	St Louis	MO	63129
Justice	404	MID RIVERS MALL	1600 Mid Rivers Mall, Sp #1010	St. Peters	MO	63376
Justice	406	THE AVENUE PEACHTREE CITY	206 City Circle	Peachtree City	GA	30269
Justice	407	BROADWAY SQUARE MALL	4601 S. Broadway, Space F20	Tyler	TX	75703
Justice	408	WESTGATE MALL (TX)	7701 West I-40, Suite 344	Amarillo	TX	79121
Justice	410	LOGAN VALLEY MALL	5580 Goods Lane, Suite 1132	Altoona	PA	16602
Justice	411	BOULEVARD MALL	742 Alberta Drive	Amherst	NY	14226
Justice	412	THE MALL AT MILLENIA	4200 Conroy Road Suite 113	Orlando	FL	32839
Justice	414	PARKWAY PLACE	2801 Memorial Parkway SW Space 239	Huntsville	AL	35801
Justice	417	TIPPECANOE MALL	2415 Sagamore Parkway South, Suite G-05	Lafayette	IN	47905
Justice	423	FAIRLANE TOWN CENTER	18900 Michigan Avenue	Dearborn	MI	48126
Justice	424	EASTGATE MALL	4601 Eastgate Blvd., Space A240	Cincinnati	OH	45245
Justice	428	HONEY CREEK MALL	3401 S. U.S. Highway 41, Suite E-5	Terre Haute	IN	47802
Justice	432	HARFORD MALL	644 Bel Air Road	Bel Air	MD	21014
Justice	434	THE FALLS	8888 S.W. 136th Street, space 190-200	Miami	FL	33176
Justice	435	ARNOT MALL	3300 Chambers Rd. South Suite 5065	Horseheads	NY	14845
Justice	437	APACHE MALL	507 Apache Mall	Rochester	MN	55902
Justice	441	ALDERWOOD MALL	3000 184th Street SW Suite 448	Lynnwood	WA	98037
Justice	442	HILLSDALE SHOPPING CENTER	361 Hillsdale Mall	San Mateo	CA	94403
Justice	444	DARTMOUTH MALL	136 Dartmouth Mall	Dartmouth	MA	02747
Justice	446	FASHION SHOW MALL	3200 Las Vegas Blvd. South, space 2520	Las Vegas	NV	89109
Justice	448	GREENBRIER MALL	1401 Greenbrier Parkway S., suite 1224	Chesapeake	VA	23320
Justice	449	BAY PARK SQUARE	345 Bay Park Square	Green Bay	WI	54304
Justice	450	KENTUCKY OAKS MALL	5101 Hinkleville Road, Unit 320	Paducah	KY	42001
Justice	453	WIREGRASS COMMONS MALL	900 Commons Drive Space 907	Dothan	AL	36303
Justice	457	OGLETHORPE MALL	7804 Abercorn St. Suite 101A	Savannah	GA	31406
Justice	459	VICTORIA GARDENS	12549 North Main Street Suite 3820	Rancho Cucamonga	CA	91730
Justice	461	COLLECTION AT FORSYTH	410 Peachtree Parkway Suite 4138	Cumming	GA	30041
Justice	464	STREETS OF TANASBOURNE	2175 NW Allie Avenue Suite 560	Hillsboro	OR	97124
Justice	469	CARRIAGE CROSSING	4670 Merchants Park Circle Suite 634	Collierville	TN	38017

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Justice	471	THE AVENUE WEST COBB	3625 Dallas Highway Suite 460	Marietta	GA	30064
Justice	472	NORTHGATE MALL	271 Northgate Mall	Chattanooga	TN	37415
Justice	474	EDEN PRAIRIE CENTER	8251 Flying Cloud Dr. Suite 2018	Eden Prairie	MN	55344
Justice	476	NORTHLAKE MALL	6801 Northlake Mall Dr. Suite 163	Charlotte	NC	28216
Justice	477	SHOPS AT LA CANTERA	15900 La Cantera Parkway Suite 8850	San Antonio	TX	78256
Justice	478	WOODBURY LAKES	9140 Hudson Road Suite 504	Woodbury	MN	55125
Justice	479	SOUTHLANDS MALL	6235 South Main Street Suite 109	Aurora	CO	80016
Justice	483	PHIPPS PLAZA	3500 Peachtree Road NE Unit #2050	Atlanta	GA	30326
Justice	485	AVENUE AT MURFREESBORO	2615 Medical Center Pkwy. Suite 1470	Murfreesboro	TN	37129
Justice	486	PROMENADE AT CHENAL	17819 Chenal Parkway Suite 125	Little Rock	AR	72223
Justice	487	ST. JOHNS TOWN CENTER	4712 River City Drive Suite 103	Jacksonville	FL	32246
Justice	490	FIREWHEEL TOWN CENTER	425 Cedar Sage Dr.	Garland	TX	75040
Justice	502	POYNER PLACE SHOPPING CENTER	5900 Poyner Anchor Lane Suite 161	Raleigh	NC	27616
Justice	504	MARKET PLACE	2823 El Camino Real	Tustin	CA	92782
Justice	505	MERLE HAY MALL	3800 Merle Hay Suite 216	Des Moines	IA	50310
Justice	507	SMITH FARM MARKETPLACE	9018 N. 121st East Avenue Suite 100	Owasso	OK	74055
Justice	512	GREEN OAK VILLAGE PLACE	9620 Village Place Blvd.	Brighton	MI	48116
Justice	513	WATERSIDE MARKETPLACE	50495 Waterside Drive	Chesterfield	MI	48051
Justice	514	ROXBURY MALL	275 St. Rt. 10 E Suite 340	Succasunna	NJ	07876
Justice	515	WESTBROOK OUTLETS	314 Flat Rock Place Suite B105	Westbrook	CT	06498
Justice	516	BRIDGEWATER FALLS SHOPPING CENTER	3425 Princeton Road Suite A	Hamilton	OH	45011
Justice	519	LIBERTY TREE	100 Independence Way Space E123	Danvers	MA	01923
Justice	520	SCOTTSDALE PROMENADE	16451 N Scottsdale Road Suite 107	Scottsdale	AZ	85254
Justice	522	DOLPHIN MALL	11401 NW 12th St. Suite E-306	Miami	FL	33172
Justice	527	MONTECITO CROSSING	6720 N. Durango Drive Suite 130	N. Las Vegas	NV	89149
Justice	528	DESERT GLEN SHOPPING CENTER	5350 West Bell Road Space 102	Glendale	AZ	85308
Justice	529	MACARTHUR COMMONS	2655 McArthur Road	Whitehall	PA	18052
Justice	532	PINNACLE TUTWILER FARM	5030 Pinnacle Square Suite 112	Birmingham	AL	35235
Justice	535	CREEKSIDE TOWN CENTER	1232 Galleria Blvd. Suite 150	Roseville	CA	95678
Justice	538	CROSSINGS AT HOBART	2166 E. 80th Avenue	Merrillville	IN	46410
Justice	547	BELLA TERRA	7777 Edinger Avenue Suite 144	Huntington Beach	CA	92647
Justice	550	SHADOW LAKE TOWNE CENTER	7902 Town Center Parkway Suite 117	Papillion	NE	68046
Justice	553	TOWER SHOPS	1984 S. University Drive	Davie	FL	33324
Justice	554	PINNACLE AT TURKEY CREEK	11337 Parkside Drive	Knoxville	TN	37934
Justice	561	GREENE TOWN CENTER	4464 Cedar Park Drive	Dayton	OH	45440
Justice	563	DRAPER PEAKS SHOPPING CENTER	131 East 12300 South	Draper	UT	84020
Justice	564	CROSSINGS AT CORONA	2541 Tuscany St. Suite 101	Corona	CA	92881
Justice	565	MEDALLION SHOPPING CENTER	6464 E. Northwest Highway Suite 160	Dallas	TX	75214
Justice	568	LAS PALMAS MARKETPLACE	11917 Gateway West Space E	El Paso	TX	79936
Justice	569	GATEWAY STATION II	12860 South Freeway	Burleson	TX	76028
Justice	601	COLONY PLACE AT PLYMOUTH	128 Colony Place	Plymouth	MA	02360
Justice	603	BOCA PARK MARKETPLACE	8740 W. Charleston Blvd. Suite 4	Las Vegas	NV	89117
Justice	607	CANYON WEST SHOPPING CENTER	6076 Marsha Sharp Freeway	Lubbock	TX	79407

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Justice	608	VILLAGE AT SANDHILL	487-2 Town Center Place	Columbia	SC	29229
Justice	609	HAPPY VALLEY TOWNE CENTER	2501 W. Happy Valley Road	Phoenix	AZ	85085
Justice	610	LAKE PLEASANT TOWN CENTER	25546 N. Lake Pleasant Parkway	Peoria	AZ	85383
Justice	612	NUT TREE VILLAGE	1639 E. Monte Vista Avenue	Vacaville	CA	95688
Justice	615	MAIN STREET AT EXTON	281 Main Street Suite G1	Exton	PA	19341
Justice	621	QUAKER BRIDGE MALL	3320 US Highway 1 Unit 256	Lawrenceville	NJ	08648
Justice	622	WOODSTOCK SQUARE	128 Woodstock Square Ave. Suite 500	Woodstock	GA	30189
Justice	626	GALLERIA AT SUNSET	1300 West Sunset Road Space 2653	Henderson	NV	89014
Justice	628	ORLAND PARK	150 Orland Park Place Space 108	Orland Park	IL	60462
Justice	630	WOODGROVE FESTIVAL SHOPPING CENTER	1001 West 75th Street. Suite 145	Woodridge	IL	60517
Justice	631	HAMILTON COMMONS	210 Hamilton Commons Space 27	Mays Landing	NJ	08330
Justice	632	DEPTFORD CROSSING	1800 Clements Bridge	Woodbury	NJ	08096
Justice	633	HAMILTON MARKETPLACE	420 Marketplace Blvd.	Trenton	NJ	08691
Justice	634	POLARIS TOWNE CENTER	1235 Polaris Parkway Space C1	Columbus	OH	43240
Justice	635	HAMPTON VILLAGE CENTRE	2795 S. Rochester Road	Rochester Hills	MI	48307
Justice	636	WARMINSTER TOWN CENTER	966 West Street Road Space 2200	Warminster	PA	18974
Justice	642	SHOPS AT NORTH EAST MALL	841 North East Mall Blvd.	Hurst	TX	76053
Justice	645	VILLAGE POINTE SHOPPING CENTER	17305 Davenport St. Space Q117	Omaha	NE	68118
Justice	646	CENTERTON SQUARE	12 Centerton Road	Mt. Laurel	NJ	08054
Justice	650	SHELBY CORNERS	13311 Hall Road	Utica	MI	48315
Justice	651	VILLAGE PARK PLAZA	2009-1 East Greyhound Pass Space D6A	Carmel	IN	46033
Justice	654	BRANSON LANDING	905 Branson Landing Blvd.	Branson	MO	65616
Justice	656	EVANSVILLE PAVILION	6501 E. Lloyd Espressway Suite 21	Evansville	IN	47715
Justice	657	TRADERS POINT	6010 W. 86th Street Suite 104	Indianapolis	IN	46278
Justice	658	WATERSTONE SHOPPING CENTER	9855 Waterstone Blvd.	Cincinnati	OH	45249
Justice	659	MARKET AT HILLIARD	1864 Hilliard-Rome Road	Hilliard	OH	43026
Justice	662	SHOPPES AT GILBERT COMMONS	1073 E. Baseline Road Suite 101	Gilbert	AZ	85233
Justice	663	MARKETPLACE AT SEMINOLE	1373 WP Ball Blvd.	Sanford	FL	32771
Justice	665	OLATHE POINTE	14669 W. 119th Street Space G	Olathe	KS	66062
Justice	666	SHOPPES AT BLACKSTONE VALLEY	70 Worcester Providence Turnpike Suite 513	Millbury	MA	01527
Justice	668	DENTON CROSSING	1800 South Loop 288 Suite 216	Denton	TX	76201
Justice	670	TANGER OUTLET MYRTLE BEACH 17	10835 Kings Road Suite 260	Myrtle Beach	SC	29572
Justice	672	VIEWMONT MALL	Rt. 6 Scranton-Carbondale Highway Space 773	Scranton	PA	18508
Justice	673	O'FALLON WALK SHOPPING CENTER	2225 Highway K	O'Fallon	MO	63368
Justice	674	MIRACLE MILE SHOPPING CENTER	4100 William Penn Highway Space 36	Monroeville	PA	15146
Justice	677	PEMBROKE CROSSING	11856 Pines Boulevard	Pembroke Pines	FL	33026
Justice	680	ARLINGTON HIGHLANDS	3900 Arlington Highlands Blvd. Suite 165	Arlington	TX	76018
Justice	681	SOUTHAVEN TOWNE CENTER	6584 Towne Center Loop	Southaven	MS	38671
Justice	682	GATEWAY PLAZA SHOPPING CENTER	2920 E. Southlake Blvd.	Southlake	TX	76092
Justice	683	CROSSROADS PLAZA SHOPPING CENTER	304 Crossroads Blvd.	Cary	NC	27518
Justice	687	LONG BEACH TOWNE CENTER	7364 Carson Blvd.	Long Beach	CA	90808
Justice	688	MARLTON CROSSING	221-223 South Rt. 73	Marlton	NJ	08053
Justice	689	MARPLE CROSSROADS SHOPPING CENTER	400 South State Road	Springfield	PA	19064

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Justice	690	AVENUE VIERA	2281 Town Center Avenue Suite 111	Melbourne	FL	32940
Justice	694	INDEPENDENCE COMMONS	18810-D East 39th Suite 694	Independence	MO	64057
Justice	696	PORTOFINO SHOPPING CENTER	19075 Interstate South Suite 113A	Shennandoah	TX	77385
Justice	697	FORUM AT OLYMPIA PARKWAY	8274 Agora Parkway 100	Selma	TX	78154
Justice	702	TANGER OUTLET COMMERCE	800 Steven B. Tanger Blvd. Suite 105A	Commerce	GA	30529
Justice	703	CONCORD MILLS	8111 Concord Mills Blvd, Sp 531	Concord	NC	28027
Justice	705	SUGARLOAF MILLS	5900 Sugarloaf Pkwy, Suite 557	Lawrenceville	GA	30043
Justice	707	GURNEE MILLS	6170 Grand Ave. Space 143	Gurnee	IL	60031
Justice	708	COLORADO MILLS	14500 W. Colfax Ave., Unit 255	Golden	CO	80401
Justice	709	PHILADELPHIA MILLS	1543 Franklin Mills Circle	Philadelphia	PA	19154
Justice	710	POTOMAC MILLS MALL	2700 Potomac Mills Circle, Suite 235	Woodbridge	VA	22192
Justice	712	GALLERIA AT PITTSBURGH MILLS	501 Pittsburgh Mills Circle	Tarentum	PA	15084
Justice	714	STONE CREEK TOWNE CENTER	3693 Stone Creek Boulevard	Cincinnati	OH	45251
Justice	715	RIM SHOPPING CENTER	17414 La Cantera Pkwy Suite 115	San Antonio	TX	78257
Justice	716	GATEWAY CROSSING	9945 W. McDowell Road Suite 115	Avondale	AZ	85392
Justice	717	GREAT SOUTH BAY SHOPPING CENTER	1029 West Montauk Highway	West Babylon	NY	11704
Justice	719	CENTRAL TEXAS MARKETPLACE	2440 West Loop 340 Suite 11	Waco	TX	76711
Justice	723	NEW MARKET SQUARE	2441 N. Maize Road Suite 405	Wichita	KS	67205
Justice	724	BELDEN PARK CROSSING	5564 Dressler Rd, NW Suite 10	North Canton	OH	44720
Justice	726	SOUTHPARK MEADOWS SHOPPING CENTER	9600 IH-35 South	Austin	TX	78748
Justice	727	PARK WEST PLACE PAVILION	10742-A Trinity Parkway	Stockton	CA	95219
Justice	732	TANGER OUTLET SAN MARCOS	4015 Interstate 35 South #830	San Marcos	TX	78666
Justice	734	TANGER OUTLET JEFFERSONVILLE	8580 Factory Shops Blvd	Jeffersonville	OH	43128
Justice	736	TANGER OUTLET HILTON HEAD	1414 Fording Island Road Suite C150	Bluffton	SC	29910
Justice	740	RIO GRANDE VALLEY PREMIUM OUTLETS	5001 East US Expressway 83 Suite 310	Mercedes	TX	78570
Justice	741	ELLENTON PREMIUM OUTLETS	5525 Factory Shops Boulevard	Ellenton	FL	34222
Justice	742	PLEASANT PRAIRIE PREMIUM OUTLETS	11211 120th Avenue D072A	Pleasant Prairie	WI	53158
Justice	743	OUTLETS WILLIAMSBURG	127 Tanger Dr.	Williamsburg	IA	52361
Justice	744	CHICAGO PREMIUM OUTLETS	1650 Premium Outlets Blvd. Suite 243	Aurora	IL	60504
Justice	746	NORTH GEORGIA PREMIUM OUTLETS	800 Hwy 400 South, Suite 880	Dawsonville	GA	30534
Justice	747	LIGHTHOUSE PLACE PREMIUM OUTLETS	1309 Lighthouse Place	Michigan City	IN	46360
Justice	748	FOLSOM PREMIUM OUTLETS	13000 Folsom Blvd., Suite 307	Folsom	CA	95630
Justice	750	OSAGE BEACH PREMIUM OUTLETS	4540 Osage Beach Parkway	Osage Beach	MO	65065
Justice	751	TANGER OUTLET LANCASTER	1110 Stanley K. Tanger Ave. Space 1110	Lancaster	PA	17602
Justice	752	TANGER OUTLET KENSINGTON VALLEY	1475 Burkhart Road Space F120	Howell	MI	48855
Justice	753	TANGER OUTLET FOLEY	2601 S. McKenzie St. Suite #402	Foley	AL	36535
Justice	754	OUTLETS PARK CITY	6699 North Landmark Drive Suite A150	Park City	UT	84098
Justice	755	TANGER OUTLET REHOBOTH	36454 Seaside Outlet Drive Suite 1705	Rehoboth Beach	DE	19971
Justice	756	OUTLET SHOPPES AT GETTYSBURG	1863 Gettysburg Village Drive Suite 850	Gettysburg	PA	17325
Justice	757	AURORA FARMS PREMIUM OUTLETS	549 South Chillicothe Road Suite 396	Aurora	OH	44202
Justice	758	OUTLETS AT THE DELLS	210 Gasser Road Suite 1050	Baraboo	WI	53913
Justice	763	SHOPPES AT WYOMISSING	784 Woodland Road	Wyomissing	PA	19610
Justice	766	ROGUE VALLEY MALL	1600 N. Riverside Ave. Space 2035	Medford	OR	97501

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Justice	770	SHOPS AT BOARDMAN PARK	377D Boardman-Poland Road	Youngstown	OH	44512
Justice	772	NYBERG WOODS SHOPPING CENTER	7097 SW Nyberg St.	Tualatin	OR	97062
Justice	773	HYLAN PLAZA	430 New Dorp Lane Space B3	Staten Island	NY	10306
Justice	775	COLUMBUS PARK CROSSING	5550 Whittlesey Blvd.	Columbus	GA	31909
Justice	776	GERRY CENTENNIAL PLAZA	1680 Douglas Road	Oswego	IL	60543
Justice	780	GENESEE VALLEY CENTER	3363 S. Linden Rd	Flint	MI	48507
Justice	782	TYRONE SQUARE	6794 Tyrone Square	St. Petersburg	FL	33710
Justice	783	LEGACY PLACE	11330 Legacy Avenue Suite 110	Palm Beach Gardens	FL	33410
Justice	786	PROVIDENCE MARKETPLACE SHOPPING CENTER	401 S. Mount Juliet Road Suite 460	Mt. Juliet	TN	37122
Justice	787	COUNTRYWOOD CROSSING	2269 North Germantown Parkway Suite 101	Cordova	TN	38016
Justice	791	SHOPS AT NORTHFIELD STAPLETON	8270 E. Northfield Blvd.	Denver	CO	80238
Justice	792	WESTFARMS MALL	122 Westfarms Mall	Farmington	CT	06032
Justice	796	ISLAND WALK SHOPPING CENTER	1987 Eastwest Parkway	Fleming Island	FL	32003
Justice	797	STIRLING BOSSIER SHOPPING CENTER	2980 Meadow Creek Drive	Bossier City	LA	71111
Justice	798	GREAT LAKES CROSSING OUTLETS	4050 Baldwin Road	Auburn Hills	MI	48326
Justice	800	SHOPPES AT ST. CLAIR SQUARE	6520 North Illinois Suite 101	Fairview Heights	IL	62208
Justice	801	LEGENDS OUTLETS AT KANSAS CITY	1829 Village West Parkway	Kansas City	KS	66111
Justice	806	KOHL'S SHOPPING CENTER	2056 Sunrise Highway	Bayshore	NY	11706
Justice	809	WESTGATE SHOPPING CENTER	20960 Westgate Mall	Fairview Park	OH	44126
Justice	811	PLAZA AT ROCKWALL	1019 East I-30 Space 101	Rockwall	TX	75087
Justice	813	BAYBROOK SQUARE	1231 W. Bay Area Blvd.	Webster	TX	77598
Justice	814	YORK TOWN CENTER	2819 Concord Road	York	PA	17402
Justice	822	DEL AMO FASHION CENTER	3525 CARSON STREET	Torrance	CA	90503
Justice	828	EMERALD SQUARE MALL	999 S Washington St.	North Attleboro	MA	02760
Justice	831	CHERRYVALE MALL	7200 Harrison Ave, Suite F-80	Rockford	IL	61112
Justice	834	JEFFERSON VILLAGE	1624 Highwoods Blvd. G103	Greensboro	NC	27401
Justice	835	LEVIS COMMONS	2150 Levis Commons Blvd.	Perrysburg	OH	43551
Justice	836	SOUTHPORT COMMONS	4850 E. Southport Road Suite G	Indianapolis	IN	46237
Justice	837	SMITH HAVEN MALL	226 Smith Haven Mall	Lake Grove	NY	11755
Justice	838	MARKETPLACE SHOPPING CENTER	2000 North Neil St	Champaign	IL	61820
Justice	840	HUNTERS SQUARE	31025 Orchard Lake Road Space C-140	Farmington Hill	MI	48334
Justice	844	WESTROADS MALL	10000 California Street Suite 3210	Omaha	NE	68114
Justice	846	OUTLET COLLECTIONS - SEATTLE	1101 Outlet Collection Way Suite 1314	Auburn	WA	98001
Justice	848	SOUTH HILL MALL	3500 S. Meridian Street Suite 335	Puyallup	WA	98373
Justice	850	ALAMANCE CROSSING	3188 Waltham Boulevard	Burlington	NC	27215
Justice	851	ALTAMONTE MALL	451 Altamonte Ave., Space 133	Altamonte Springs	FL	32701
Justice	852	CRABTREE VALLEY MALL	4325 Glenwood Ave.	Raleigh	NC	27612
Justice	853	CENTRE AT SALISBURY	2300 N. Salisbury Rd	Salisbury	MD	21801
Justice	858	CROSS CREEK MALL	235 Cross Creek Mall	Fayetteville	NC	28303
Justice	859	FOX VALLEY MALL	195 Fox Valley Center Dr. Space C-16A	Aurora	IL	60504
Justice	862	BURNSVILLE CENTER	2061 Burnsville Center	Burnsville	MN	55306
Justice	864	HAWTHORN MALL	808 Hawthorn Center	Vernon Hills	IL	60061
Justice	866	GLENBROOK SQUARE	4201 Coldwater Rd	Fort Wayne	IN	46805

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Justice	868	SUPERSTITION SPRINGS CENTER	6555 E. Southern Ave. Sp #1526	Mesa	AZ	85206
Justice	869	ROBERTSON'S CREEK SHOPPING CENTER	5801 Long Prairie Road Suite 300	Flower Mound	TX	75028
Justice	873	SOUTH SHORE COMMONS	2955 Veterans Road West Suite 1B	Staten Island	NY	10309
Justice	876	OAKLEAF TOWN CENTER	9630 Applecross Rd.	Jacksonville	FL	32222
Justice	877	FAIR OAKS MALL	11923L Fair Oaks	Fairfax	VA	22033
Justice	878	MONROEVILLE MALL	118 Monroeville Mall Blvd. Suite 5B	Monroeville	PA	15146
Justice	880	CHESTERFIELD TOWNE CENTER	11500 Midlothian Pike	Richmond	VA	23235
Justice	881	DULLES 28	22000 Dulles Retail Plaza Suite 132	Sterling	VA	20166
Justice	882	DESTINY USA	9090 Destiny USA Dr. Space F112	Syracuse	NY	13204
Justice	883	SHOPS AT FOX RIVER	2934 Commerce Drive	Johnsburg	IL	60051
Justice	886	HANES MALL	3320 Silas Creek Parkway	Winston-Salem	NC	27103
Justice	888	CAROLINA PLACE	11025 Carolina Place Pkwy	Pineville	NC	28134
Justice	892	OAKLAND MALL	428 West 14 Mile Rd	Troy	MI	48083
Justice	894	COUNTRYSIDE	27001 US Highway 19 North Suite 1024	Clearwater	FL	33761
Justice	895	THE AVENUES	10300 Southside Blvd	Jacksonville	FL	32256
Justice	896	GALLERIA AT CRYSTAL RUN	1 N Galleria Dr. Space D-107	Middletown	NY	10941
Justice	897	RIVERDALE CENTER	4205 Riverdale Road	Ogden	UT	84405
Justice	899	QUAIL SPRINGS MALL	2501 W Memorial Rd. #140-42	Oklahoma City	OK	73134
Justice	900	HILL COUNTRY GALLERIA	12801 Hill Country Blvd. Suite C1-110	Bee Cave	TX	78738
Justice	905	CONROE MARKETPLACE	2924 I-45 North Suite 500	Conroe	TX	77303
Justice	912	VALLEY HILLS MALL	1960 US Highway 70 SE Suite 228	Hickory	NC	28602
Justice	919	WOODLAND MALL	3135 28th Street, Suite D1177	Grand Rapids	MI	49512
Justice	920	WALDEN GALLERIA	One Walden Galleria Space G-203	Buffalo	NY	14225
Justice	921	MILLCREEK MALL	5800 Peach St., Sp 110	Erie	PA	16565
Justice	922	SHOPS AT MOORE	2340 S. Service Road	Moore	OK	73160
Justice	923	SHOPPES OF MENTOR	9627 Mentor Avenue	Mentor	OH	44060
Justice	925	WOODBRIIDGE CENTER	355 Woodbridge Center Dr. Space 1265	Woodbridge	NJ	07095
Justice	930	PARK CITY CENTER	436 Park City Center	Lancaster	PA	17601
Justice	931	NORTHPARK CENTER	8275 Old Troy Pike	Huber Heights	OH	45424
Justice	932	SHOPPES AT BUCKLAND HILLS	194 Buckland Hills Dr.	Manchester	CT	06042
Justice	933	GREEN RIDGE SQUARE	3410 Alpine Avenue NW Space 2A	Walker	MI	49544
Justice	936	SHOPPES AT CROSS KEYS	611 Cross Keys Road	Sicklerville	NJ	08081
Justice	937	DAYTON MALL	2700 Miamisburg Centerville Rd.	Dayton	OH	45459
Justice	938	HUNTINGTON MALL	500 Mall Road, Space 560	Barboursville	WV	25504
Justice	941	SOUTH SHORE PLAZA	250 Granite St. Suite 3214	Braintree	MA	02184
Justice	943	PHILADELPHIA PREMIUM OUTLETS	18 West Lightcap Rd. Suite 1131	Pottstown	PA	19464
Justice	948	VILLAGE AT STONE OAK	22610 Highway 281 North, Suite 110	San Antonio	TX	78258
Justice	949	LYNNHAVEN MALL	701 Lynnhaven Pkwy	Virginia Beach	VA	23452
Justice	951	SHOPPES AT FLEMINGTON	100 Reaville Avenue Suite 233	Flemington	NJ	08822
Justice	953	HOUSTON GALLERIA	5085 Westheimer Rd., B2720-A	Houston	TX	77056
Justice	954	WHITE OAKS MALL	2501 Wabash Ave, Sp G-12 & G-13	Springfield	IL	62704
Justice	956	SHOPS AT RIVER PARK	80 Via Del Oro	Fresno	CA	93720
Justice	957	STREETS OF BRENTWOOD	2505 Sand Creek Rd. Suite 132	Brentwood	CA	94513

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Justice	960	CRYSTAL MALL	850 Hartford Turnpike Space P-218A	Waterford	CT	06385
Justice	961	OUTLET SHOPPES AT EL PASO	7051 S. Desert Blvd. Suite G-738	Canutillo	TX	79835
Justice	963	OCEAN COUNTY MALL	1201 Hooper Ave. Sp #1085	Toms River	NJ	08753
Justice	964	GAFFNEY PREMIUM OUTLETS	130 Factory Shops Blvd.	Gaffney	SC	29341
Justice	967	SHOPPES AT OLD BRIDGE	3853 US Highway 9 Space N2	Old Bridge	NJ	08857
Justice	969	COLUMBIA CENTER	1321 N. Columbia Center Blvd. Suite 541	Kennewick	WA	99336
Justice	972	PROMENADE SHOPS AT CENTERRA	5943 Sky Pond Drive Suite #E172	Loveland	CO	80538
Justice	973	ORCHARD TOWN CENTER	14697 Delaware St. Suite 400	Westminster	CO	80023
Justice	974	STREETS OF CRANBERRY	20412 Route 19 Suite 315	Cranberry Township	PA	16066
Justice	975	MAYFAIRE TOWN CENTER	6818 Main Street	Wilmington	NC	28405
Justice	976	ARBORETUM OF SOUTH BARRINGTON	100 West Higgins Suite Q-10	South Barrington	IL	60010
Justice	977	LACENTERRA AT CINCO RANCH	23501 Cinco Ranch Blvd. Suite H140	Katy	TX	77494
Justice	978	BURLINGTON MALL	75 Middlesex Turnpike	Burlington	MA	01803
Justice	1001	SHOPPES AT CHINO HILLS	13850 City Center Drive Space 5030	Chino Hills	CA	91709
Justice	1004	OLD HICKORY MALL	2021 N. Highland Ave. Space A6	Jackson	TN	38305
Justice	1005	RUSHMORE CROSSING	1629 Eglin Street	Rapid City	SD	57701
Justice	1006	OHIO STATION OUTLETS	9911 Avon Lake Road Suite 478	Burbank	OH	44214
Justice	1008	SIKES SENTER	3111 Midwestern Parkway Space #670	Wichita Falls	TX	76308
Justice	1009	LYCOMING MALL	300 Lycoming Mall Circle Suite 207	Pennsdale	PA	17756
Justice	1010	CAPITAL MALL	625 Black Lake Blvd. Space G9	Olympia	WA	98502
Justice	1012	TANGER OUTLET CHARLESTON	4840 Tanger Outlet Blvd. Suite 1072	North Charleston	SC	29418
Justice	1013	VANCOUVER MALL	8700 NE Vancouver Mall Dr. Space 230	Vancouver	WA	98662
Justice	1015	LIMA MALL	2400 Elida Road Space #166	Lima	OH	45805
Justice	1016	APPLE BLOSSOM MALL	1850 Apple Blossom Mall	Winchester	VA	22601
Justice	1019	RIVER RIDGE	3405 Clanders Mountain Rd. Space B-60	Lynchburg	VA	24502
Justice	1020	SETTLERS GREEN O/V	2 Common Court Unit D-58	North Conway	NH	03860
Justice	1021	DAKOTA SQUARE MALL	2400 10th St. SW	Minot	ND	58701
Justice	1026	JACKSONVILLE MALL	375 Jacksonville Mall Space #C009	Jacksonville	NC	28546
Justice	1027	ANAHEIM HILLS FESTIVAL	8126 E. Santa Ana Canyon Rd. Space #2B	Anaheim Hills	CA	92808
Justice	1028	MEADOWBROOK MALL (WV)	2399 Meadowbrook Rd. Unit # 335	Bridgeport	WV	26330
Justice	1029	OUTLETS AT ZION	250 North Red Cliffs Dr. #19	St. George	UT	84790
Justice	1034	OUTLET SHOPPES AT OSHKOSH	3001 South Washburn Space #D110	Oshkosh	WI	54904
Justice	1035	TULARE OUTLET CENTER	1481 Retherford St. Space D-045	Tulare	CA	93274
Justice	1036	MEDFORD OUTLET CENTER	6750 W. Frontage Rd. Ste #412	Medford	MN	55049
Justice	1037	KENNEDY MALL	555 John F. Kennedy Road Space #660	Dubuque	IA	52002
Justice	1038	OUTLET SHOPPES AT FREMONT	6245 N. Old 27 Space #G030	Fremont	IN	46737
Justice	1039	CROSSROADS CENTER	2060 Crossroads Blvd. Space 246	Waterloo	IA	50702
Justice	1041	COLUMBIA MALL	2800 Columbia Rd. #431	Grand Forks	ND	58201
Justice	1043	LOUIS JOLIET MALL	3340 Mall Loop Drive Suite 1430	Joliet	IL	60431
Justice	1044	GREEN TREE MALL	757 E. Lewis and Clark Parkway Suite 532	Clarksville	IN	47129
Justice	1046	OUTLET SHOPS OF GRAND RIVER	6200 Grand River Blvd. East Suite 426	Leeds	AL	35094
Justice	1047	RIVER VALLEY MALL	1635 River Valley Circle South Space 617	Lancaster	OH	43130
Justice	1048	MAYFAIR SHOPPING CENTER	140 E. Jericho Turnpike Space 25	Commack	NY	11725



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Justice	1049	FLORENCE MALL	301 Cox Creek Parkway Suite 1034	Florence	AL	35630
Justice	1051	CROSSROADS MALL	2 Crossroads Mall Space F011	Mt. Hope	WV	25880
Justice	1053	EAST TOWNE MALL	89 East Towne Mall Space B200	Madison	WI	53704
Justice	1054	QUINCY MALL	3267 Quincy Mall Space #3267	Quincy	IL	62301
Justice	1055	SUMMIT WOODS CROSSING	1744 NW Chipman Rd.	Lee's Summit	MO	64063
Justice	1058	VERO BEACH OUTLETS	1691 94th Drive Space F-140	Vero Beach	FL	32966
Justice	1060	NORTHWEST ARKANSAS MALL	4201 North Shiloh Dr. Space #1215	Fayetteville	AR	72703
Justice	1061	OAKDALE MALL	601-635 HARRY L DRIVE	Johnson City	NY	13790
Justice	1063	MIROMAR OUTLETS	10801 Corkscrew Rd. Space #133	Estero	FL	33928
Justice	1065	MALL AT WHITNEY FIELD	100 Commercial Rd. Suite 12	Leominster	MA	01453
Justice	1066	OUTLETS AT TUSCOLA	E-300 Tuscola Blvd.	Tuscola	IL	61953
Justice	1070	LOUISIANA BOARDWALK	344 Boardwalk Blvd.	Bossier City	LA	71111
Justice	1072	WOODBURN PREMIUM OUTLETS	1001 Arney Rd. Space 703	Woodburn	OR	97071
Justice	1073	TOWNE SQUARE MALL	5000 Frederica St. Space E-4	Owensboro	KY	42301
Justice	1074	UNIVERSITY MALL	155 Dorset. St. Space H9	South Burlington	VT	05403
Justice	1075	OPRY MILLS	388 Opry Mills Dr.	Nashville	TN	37214
Justice	1077	MUNCIE MALL	3501 North Granville Ave. Space M02	Muncie	IN	47303
Justice	1078	VICTORIA MALL	7800 North Navarro Suite 215	Victoria	TX	77904
Justice	1079	WEATHERFORD RIDGE	325 Adams Dr.	Weatherford	TX	76086
Justice	1080	VALDOSTA MALL	1700 Norman Dr. Space 1126	Valdosta	GA	31601
Justice	1081	LONGVIEW MALL	3500 McCann Rd. Space J04	Longview	TX	75605
Justice	1082	WESTSHORE PLAZA	334 Westshore Plaza Space A9	Tampa	FL	33609
Justice	1085	MORGANTOWN MALL	9609 Mall Rd.	Morgantown	WV	26501
Justice	1086	CHILlicothe MALL	1075 North Bridge St. Suite 140	Chillicothe	OH	45601
Justice	1089	RIVER CHASE SHOPPING CENTER	69258 Highway 21 Space V	Covington	LA	70433
Justice	1090	WAUGH CHAPEL TOWNE CENTRE	1410 South Main Chapel Way	Gambrills	MD	21054
Justice	1092	CONESTOGA MALL	3404 West 13th St. Space 160A	Grand Island	NE	68803
Justice	1093	UNIVERSITY MALL	1237 East Main St. Space 1024A	Carbondale	IL	62901
Justice	1095	GADSDEN MALL	1001 Rainbow Dr. Ste. 51 Space 44	Gadsden	AL	35901
Justice	1097	CENTRAL MALL	100 Central Mall Space 74	Lawton	OK	73501
Justice	1099	CUMBERLAND MALL	3849 S. Delsea Dr. Space B0009	Vineland	NJ	08360
Justice	1103	TIFFANY SPRINGS MARKETCENTER	8992 N Skyview Avenue	Kansas City	MO	64154
Justice	1107	INDEPENDENCE MALL	3500 Oleander Drive	Wilmington	NC	28403
Justice	1109	PIER PARK	204 Bluefish Drive Suite 105	Panama City Beach	FL	32413
Justice	1117	LINDALE MALL	4444 First Avenue N.E Suite 66	Cedar Rapids	IA	52402
Justice	1119	PORTER'S VALE SHOPPING CENTER	510 Porter's Vale Blvd. Suite 160	Valparaiso	IN	46383
Justice	1121	BAY TERRACE	212-09 26th Avenue	Bayside	NY	11360
Justice	1124	KENDALL VILLAGE	8653 SW 124 Avenue	Miami	FL	33183
Justice	1128	RICHLAND MALL	663 Richland Mall	Mansfield	OH	44906
Justice	1132	SPOKANE VALLEY MALL	14700 E. Indiana Avenue Suite 1064	Spokane Valley	WA	99216
Justice	1135	TANGER OUTLET GONZALES	2200 S. Tanger Blvd. Suite 127-B	Gonzales	LA	70737
Justice	1136	HOWELL COMMONS	4743 Rt. 9	Howell	NJ	07731
Justice	1137	LAKEPORT COMMONS	5001 Sergeant Road #275	Sioux City	IA	51106

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Justice	1138	LINCOLN CITY OUTLETS	1500 S.E. E. Devils Lake Rd. Suite 410	Lincoln City	OR	97367
Justice	1143	RIVERDALE VILLAGE	12761 Riverdale Blvd. Suite 103	Coon Rapids	MN	55448
Justice	1145	SHOPPES AT TRACE FORKS	75 RHL Blvd.	South Charleston	WV	25309
Justice	1146	CENTRE AT PRESTON RIDGE	3333 Preston Rd. Suite 401	Frisco	TX	75034
Justice	1149	ELK GROVE COMMONS	9684 Bruceville Rd. Suite 109	Elk Grove	CA	95757
Justice	1150	OAKWOOD MALL	4800 Golf Road Space 422	Eau Claire	WI	54701
Justice	1151	CLIFTON PARK CENTER	22 Clifton Country Rd. Suite 35	Clifton Park	NY	12065
Justice	1152	RENAISSANCE AT COLONY PARK	1000 Highland Colony Pkwy Suite 9007	Ridgeland	MS	39157
Justice	1155	MIDTOWN VILLAGE SHOPPING CENTER	1800 McFarland Blvd. Suite 102	Tuscaloosa	AL	35405
Justice	1164	FRANKLIN SQUARE	3676 Franklin Blvd.	Gastonia	NC	28056
Justice	1165	TULSA HILLS SHOPPING CENTER	7336 S. Olympia Avenue W	Tulsa	OK	74132
Justice	1166	FLORENCE SQUARE SHOPPING CENTER	7713 Mall Road Space #12	Florence	KY	41042
Justice	1167	MALL OF ABILENE	4310 Buffalo Gap Rd. Space 1398	Abilene	TX	79606
Justice	1172	JANESVILLE MALL	2500 Milton Avenue Space 122	Janesville	WI	53545
Justice	1173	COPPERWOOD VILLAGE SHOPPING CENTER	6779 HWY 6 N	Houston	TX	77084
Justice	1178	CROSSROADS CENTER	4101 West Division St. Suite E24	Saint Cloud	MN	56301
Justice	1185	WEST PARK MALL	3049 William St. Space #226	Cape Girardeau	MO	63703
Justice	1186	WESTERN HILLS PLAZA	6024 Glenway Avenue	Cincinnati	OH	45211
Justice	1187	RIVERPOINT SHOPPING CENTER	1830 W. Fullerton Ave. Suite 36-37	Chicago	IL	60614
Justice	1191	GRAND TETON MALL	2300 East 17th St. Suite #1163	Idaho Falls	ID	83404
Justice	1192	NORTH RIVERSIDE PARK MALL	7501 West Cermak Road Space #E-11	Riverside	IL	60546
Justice	1193	NEBRASKA CROSSING OUTLETS	14333 S. Highway 31	Gretna	NE	68028
Justice	1194	MARKET STREET AT LYNNFIELD	310 Market St. Space 310	Lynnfield	MA	01940
Justice	1195	TANGER OUTLET TILTON	120 Laconia Rd. Space 300	Tilton	NH	03276
Justice	1196	MERCER MALL	US Highway 460 & Route 25 Space 210	Bluefield	WV	24701
Justice	1197	GRAND PRAIRIE PREMIUM OUTLETS	2950 West Interstate 20 Space 255	Grand Prairie	TX	75052
Justice	1198	COUNTRY CLUB MALL	1262 Vocke Road Unit #464	Cumberland	MD	21502
Justice	1199	DOYLESTOWN SHOPPING CENTER	430 N. Main St. Space 14	Doylestown	PA	18901
Justice	1202	UNIONTOWN MALL	1201 Mall Run Road	Uniontown	PA	15401
Justice	1203	CHICO MALL	1950 East 20th Street Suite D403	Chico	CA	95928
Justice	1204	COLONY SQUARE MALL	3575 Maple Ave. Suite #154	Zanesville	OH	43701
Justice	1205	TANGER OUTLET MYRTLE BEACH 501	4635 Factory Stores Blvd. Space B140	Myrtle Beach	SC	29579
Justice	1206	BONITA LAKES MALL	1210 Bonita Lakes Circle Space 640	Meridian	MS	39301
Justice	1210	CAROLINA PREMIUM OUTLETS	1025 Outlet Center Drive Suite 410	Smithfield	NC	27577
Justice	1212	FINDLAY VILLAGE MALL	1800 Tiffin Avenue Suite 421	Findlay	OH	45840
Justice	1213	EAST HILLS MALL	3702 Frederick Avenue Space 14	Saint Joseph	MO	64506
Justice	1215	SOUTHRIDGE MALL	5300 South 76 St. Space 230A-7	Greendale	WI	53129
Justice	1217	ARIZONA MILLS	5000 South Arizona Mills Circle Space 594	Tempe	AZ	85282
Justice	1218	TANGER OUTLET HOUSTON	5885 Gulf Freeway Suite 305	Texas City	TX	77591
Justice	1219	RICHMOND SQUARE MALL	3801 National Road East Space 565	Richmond	IN	47374
Justice	1220	SOUTHPARK MALL	4500 16th St. Space 645	Moline	IL	61265
Justice	1222	WATERFORD LAKES TOWN CENTER	355 North Alafaya Trail Space B01	Orlando	FL	32828
Justice	1223	BRAZOS MALL	100 Highway 332 West Space 1004	Lake Jackson	TX	77566

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Justice	1224	CONNECTICUT COMMONS	286B New Britain Avenue	Plainville	CT	06062
Justice	1225	COMMONS AT HOLMDEL	2130 State Route 35 Space 50	Holmdel	NJ	07733
Justice	1226	TOWNE MALL	1704 N. Dixie Highway Space A-7	Elizabethtown	KY	42701
Justice	1228	TAYLOR SQUARE	2875 Taylor Rd. Extension Suite 8	Reynoldsburg	OH	43068
Justice	1229	HICKORY POINT MALL	1146 Hickory Point Mall Space 1110	Forsyth	IL	62535
Justice	1233	OUTLET SHOPPES OF BLUEGRASS	1155 Buck Creek Rd. Suite 612	Simpsonville	KY	40067
Justice	1235	MESA MALL	2424 US Highway 6 & 50 Space 0332	Grand Junction	CO	81505
Justice	1236	WESTWOOD MALL	1850 W. Michigan Ave. Space 774	Jackson	MI	49202
Justice	1237	DUBOIS MALL	5522 Shaffer Rd. Unit 4	Dubois	PA	15801
Justice	1239	INDIAN MOUND MALL	771 South 30th St. Space 707	Heath	OH	43056
Justice	1241	SOLOMON POND MALL	601 Donald Lynch Blvd. Space S 116A	Marlborough	MA	01752
Justice	1242	WILLOWBROOK MALL (TX)	1408 Willowbrook Mall	Houston	TX	77070
Justice	1244	SALEM CENTER	401 Center St. NE Space 1118	Salem	OR	97301
Justice	1246	NORTHFIELD SQUARE MALL	1600 N. St. Rte. 50 Space 418A	Bourbonnais	IL	60914
Justice	1247	DOVER MALL	1365 N. Dupont Highway #1044B	Dover	DE	19901
Justice	1249	MALL AT GREECE RIDGE	256 Greece Ridge Center Dr.	Rochester	NY	14626
Justice	1250	RICHMOND CENTRE	2115 Lantern Ridge Lane Suite 300	Richmond	KY	40475
Justice	1252	FRONTIER MALL	1400 Dell Range Blvd. Space 14	Cheyenne	WY	82009
Justice	1253	PADDOCK MALL	3100 SW College Rd. Space 365A	Ocala	FL	34474
Justice	1254	CALHOUN PREMIUM OUTLETS	455 Belwood Rd. Space A003	Calhoun	GA	30701
Justice	1257	FAYETTE PAVILION	110 B. Pavilion Parkway #7	Fayetteville	GA	30214
Justice	1258	FASHION OUTLETS OF NIAGARA FALLS	1654 Military Rd. Space 17	Niagara Falls	NY	14304
Justice	1259	TANGER OUTLET WESTGATE	6800 N. 95 Avenue Suite 330	Glendale	AZ	85305
Justice	1260	CHARLOTTE PREMIUM OUTLETS	5512 New Fashion Way Suite 1034	Charlotte	NC	28278
Justice	1262	PALM BEACH OUTLETS	1741 Palm Beach Lakes Blvd. Space #E215	West Palm Beach	FL	33401
Justice	1263	TWIN CITIES PREMIUM OUTLETS	3905 Eagan Outlets Parkway Suite #225	Eagan	MN	55122
Justice	1264	HAMMOND SQUARE	409 Palace Drive	Hammond	LA	70403
Justice	1265	VALLEY MALL	1925 E. Market St. Space 0508	Harrisonburg	VA	22801
Justice	1266	BEAVER VALLEY	538 Beaver Valley Mall	Monaca	PA	15061
Justice	1269	PORT CHARLOTTE T/C	1441 Tamiami Trail Space 575C	Port Charlotte	FL	33948
Justice	1270	OHIO VALLEY MALL	67800 Mall Road Unit #0540	St. Clairsville	OH	43950
Justice	1274	TANGER OUTLET SAVANNAH	200 Tanger Outlet Blvd. Suite 727	Pooler	GA	31322
Justice	1276	NEW TOWNE MALL	400 Mill Ave. SE Suite #529	New Philadelphia	OH	44663
Justice	1278	MONTE VISTA CROSSING	2727 Countryside Dr.	Turlock	CA	95380
Justice	1280	SOMERSET MALL	4150 South Highway 27 Space 21	Somerset	KY	42501
Justice	1281	PRESTIGE OUTLETS CHESTERFIELD	17049 North Outer 40 Rd. Space 190	Chesterfield	MO	63005
Justice	1282	CENTRAL MALL	3100 Highway 365 Space 65	Port Arthur	TX	77642
Justice	1283	COUNTRYSIDE MARKETPLACE	30052 Haun Rd.	Menifee	CA	92584
Justice	1284	GREEN ACRES MALL	2010 Green Acres Space 2205A	Valley Stream	NY	11581
Justice	1285	ST. CHARLES TOWN CENTER	11110 Mall Circle Space C03	Waldorf	MD	20603
Justice	1288	STATION PARK SHOPPING CENTER	255 N West Promontory	Farmington	UT	84025
Justice	1289	TANGER OUTLET TERRELL	301 Tanger Dr. Suite 211C	Terrell	TX	75160
Justice	1290	ARROWHEAD MALL	501 N. Main St. Space 56	Muskogee	OK	74401

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Justice	1298	TANGER OUTLET GRAND RAPIDS	350 84th St. SW Suite 910	Byron Center	MI	49315
Justice	1299	RIVER HILLS MALL	1850 Adams St. Space 314	Mankato	MN	56001
Justice	1401	SPRINGFIELD TOWN CENTER	6500 Springfield Mall Suite 6613	Springfield	VA	22150
Justice	1402	DANVILLE MALL	325 Piedmont Dr. Space #125	Danville	VA	24540
Justice	1403	CANYON SPRINGS MARKETPLACE	2640 Canyon Springs Parkway Suite A	Riverside	CA	92507
Justice	1408	ASHEVILLE OUTLETS	800 Brevard Rd. Suite 612	Asheville	NC	28806
Justice	1409	GREENVILLE MALL	714 Greenville Blvd. Southeast Suite G12	Greenville	NC	27858
Justice	1411	PIKEVILLE COMMONS	120 Justice Way Suite 140	Pikeville	KY	41501
Justice	1416	PATRICK HENRY MALL	12300 Jefferson Ave. Suite 819	Newport News	VA	23602
Justice	1418	PINNACLE	532 Pinnacle Parkway Space 549	Bristol	TN	37620
Justice	1419	OUTLETS AT CASTLE ROCK	5050 Factory Shops Blvd. Space 645	Castle Rock	CO	80108
Justice	1420	SOUTHWEST PLAZA MALL	8501 West Bowles Ave. Suite 1175	Littleton	CO	80123
Justice	1421	METRO POINTE AT SOUTH COAST	901 S. Coast Drive	Costa Mesa	CA	92626
Justice	1422	SPOTSYLVANIA T/C	137 Spotsylvania Mall Space 850	Fredericksburg	VA	22407
Justice	1423	GOVERNOR'S SQUARE	1500 Apalachee Parkway Space 2070	Tallahassee	FL	32301
Justice	1424	FASHION DISTRICT PHILADELPHIA	907-937A Market Street Space C220	Philadelphia	PA	19107
LANE BRYANT OUTLET	4101	WATERLOO PREMIUM OUTLETS	655 ROUTE 318 SUITE 60	WATERLOO	NY	13165
LANE BRYANT OUTLET	4108	RIO GRANDE VALLEY PREMIUM OUTLETS	5001 E EXPRESSWAY 83 SUITE 220	MERCEDES	TX	78570
LANE BRYANT OUTLET	4109	LOUISIANA BOARDWALK	525 BOARDWALK BLVD SPACE J525	BOSSIER CITY	LA	71111
LANE BRYANT OUTLET	4110	TANGER OUTLET JEFFERSONVILLE	8430 FACTORY SHOPS BLVD	JEFFERSONVILLE	OH	43128
LANE BRYANT OUTLET	4112	OUTLET SHOPPES AT EL PASO	7051 S. DESERT BLVD #E575	EL PASO	TX	79835
LANE BRYANT OUTLET	4116	ROUND ROCK PREMIUM OUTLETS	4401 N INTERSTATE 35 SUITE 705	ROUND ROCK	TX	78664
LANE BRYANT OUTLET	4119	OSAGE BEACH PREMIUM OUTLETS	4540 OSAGE BEACH PKWY	OSAGE BEACH	MO	65065
LANE BRYANT OUTLET	4123	GRAPEVINE MILLS	3000 GRAPEVINE MILLS PKWY	GRAPEVINE	TX	76051
LANE BRYANT OUTLET	4124	LEGENDS OUTLETS AT KANSAS CITY	1803 VILLAGE WEST PKY	KANSAS CITY	KS	66111
LANE BRYANT OUTLET	4125	OUTLETS AT CASTLE ROCK	5050 FACTORY SHOPS BLVD, SUITE 625	CASTLE ROCK	CO	80108
LANE BRYANT OUTLET	4128	TANGER OUTLET TILTON	120 LACONIA ROAD	TILTON	NH	3276
LANE BRYANT OUTLET	4129	LINCOLN CITY OUTLETS	1500 SE EAST DEVILS LKE RD SP 107	LINCOLN CITY	OR	97367
LANE BRYANT OUTLET	4132	LEBANON PREMIUM OUTLETS	510 OUTLET VILLAGE BLVD SPC 510	LEBANON	TN	37090
LANE BRYANT OUTLET	4138	OUTLETS WILLIAMSBURG	1991 O'DONNELL ROAD	WILLIAMSBURG	IA	52361
LANE BRYANT OUTLET	4148	GULFPORT PREMIUM OUTLETS	10640 FACTORY SHOP BLVDD	GULFPORT	MS	39503
LANE BRYANT OUTLET	4151	OUTLET SHOPS OF GRAND RIVER	6200 GRAND RIVER BLVD E	LEEDS	AL	35094
LANE BRYANT OUTLET	4158	TANGER OUTLET CENTER AT THE ARCHES	1482 THE ARCHES CIR	DEER PARK	NY	11729
LANE BRYANT OUTLET	4159	ESSEX TOWN CENTER	21 ESSEX WAY - SUITE 113	ESSEX	VT	5452
LANE BRYANT OUTLET	4171	OUTLETS AT TUSCOLA	E500 TUSCOLA BLVD	TUSCOLA	IL	61953
LANE BRYANT OUTLET	4175	TANGER OUTLET HILTON HEAD	1254 FORDING ISLAND ROAD	BLUFFTON	SC	29910
LANE BRYANT OUTLET	4182	JACKSON PREMIUM OUTLETS	537 MONMOUTH ROAD	JACKSON	NJ	8527
LANE BRYANT OUTLET	4183	MERRIMACK PREMIUM OUTLETS	80 PREMIUM OUTLETS BLVD	MERRIMACK	NH	3054
LANE BRYANT OUTLET	4186	TANGER OUTLET HOUSTON	5885 GULF FWY, SUITE 410	GALVESTON	TX	77591
LANE BRYANT OUTLET	4187	ST. LOUIS PREMIUM OUTLETS	18505 OUTLET BLVD	CHESTERFIELD	MO	63005
LANE BRYANT OUTLET	4198	OUTLETS AT TEJON RANCH	5701 OUTLETS AT TEJON PKWY	ARVIN	CA	93203
LANE BRYANT OUTLET	4201	TANGER OUTLET TERRELL	301 TANGER DRIVE STE 210	TERRELL	TX	75160
LANE BRYANT OUTLET	4209	TUCSON PREMIUM OUTLETS	6401 WEST MARANA CENTER BLVD	MARANA	AZ	85742

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
LANE BRYANT OUTLET	4215	GOVERNOR'S SQUARE	1500 APALACHEE PARKWAY	TALLAHASSEE	FL	32301
LANE BRYANT OUTLET	4235	SAN MARCOS PREMIUM OUTLETS	3939 S INTERSTATE 35	SAN MARCOS	TX	78666
LANE BRYANT OUTLET	4239	TANGER OUTLET RIVERHEAD	1770 W. MAIN ST. #401	RIVERHEAD	NY	11901
LANE BRYANT OUTLET	4241	HAGERSTOWN PREMIUM OUTLETS	430 PREMIUM OUTLETS BLVD	HAGERSTOWN	MD	21740
LANE BRYANT OUTLET	4242	ALBERTVILLE PREMIUM OUTLETS	6415 LABEAUX AVE NE #B260	ALBERTVILLE	MN	55301
LANE BRYANT OUTLET	4249	TANGER OUTLET KENSINGTON VALLEY	1475 N BURKHART ROAD	HOWELL	MI	48855
LANE BRYANT OUTLET	4251	KATY MILLS	5000 KATY MILLS CIRCLE 156	KATY	TX	77494
LANE BRYANT OUTLET	4267	THE MILLS AT JERSEY GARDENS	651 KAPKOWSKI ROAD	ELIZABETH	NJ	7201
LANE BRYANT OUTLET	4276	ARUNDEL MILLS	7000 ARUNDEL MILLS CIRCLE	HANOVER	MD	21076
LANE BRYANT OUTLET	4295	PHILADELPHIA MILLS	1900 FRANKLIN MILLS CIRCLE	PHILADELPHIA	PA	19154
LANE BRYANT OUTLET	4307	WOODBURN PREMIUM OUTLETS	1001 N ARNEY ROAD	WOODBURN	OR	97071
LANE BRYANT OUTLET	4314	LAUGHLIN OUTLET CENTER	1955 S CASINO DRIVE-#250	LAUGHLIN	NV	89029
LANE BRYANT OUTLET	4318	NORTH BEND PREMIUM OUTLETS	521 S FORK AVE SW - G H I	NORTH BEND	WA	98045
LANE BRYANT OUTLET	4319	PETALUMA VILLAGE PREMIUM OUTLET	2200 PETALUMA BLVD N	PETALUMA	CA	94952
LANE BRYANT OUTLET	4322	TANGER OUTLET MEBANE	4000 ARROWHEAD BLVD #120	MEBANE	NC	27302
LANE BRYANT OUTLET	4323	CHICAGO PREMIUM OUTLETS	1650 PREMIUM OUTLET BLVD SPACE1	AURORA	IL	60502
LANE BRYANT OUTLET	4333	TULARE OUTLET CENTER	1725 RETHERFORD STREET	TULARE	CA	93274
LANE BRYANT OUTLET	4340	TANGER OUTLET CHARLESTON	4840 BENTONVILLE PKY #1066	CHARLESTON	SC	29418
LANE BRYANT OUTLET	4341	OUTLETS AT THE DELLS	210 GASSER ROAD - STE 451	BARABOO	WI	53913
LANE BRYANT OUTLET	4342	NEBRASKA CROSSING OUTLETS	21351 NEBRASKA CROSSING DR STE A121	GRETNA	NE	68028
LANE BRYANT OUTLET	4344	MEDFORD OUTLET CENTER	6750 WEST FRONTAGE RD #442	MEDFORD	MN	55049
LANE BRYANT OUTLET	4401	LIVINGSTON MALL	112 EISENHOWER PKWY	LIVINGSTON	NJ	7039
LANE BRYANT OUTLET	4404	MILLCREEK MALL	670 MILLCREEK MALL	ERIE	PA	16565
LANE BRYANT OUTLET	4406	SUMMIT WOODS CROSSING	1752 NW CHIPMAN RD	LEE'S SUMMIT	MO	64081
LANE BRYANT OUTLET	4407	GENESEE VALLEY CENTER	3417 S LINDEN RD SPC 110	FLINT	MI	48507
LANE BRYANT	4503	SOMERSET SHOPPING CENTER	369 US HWY 202/206	BRIDGEWATER	NJ	8807
LANE BRYANT	4504	WICHITA FALLS MARKETPLACE	3911 LAWRENCE RD	WICHITA FALLS	TX	76308
LANE BRYANT	4535	WATERFORD LAKES TOWN CENTER	657 N. ALAFAYA TRAIL	ORLANDO	FL	32828
LANE BRYANT	4536	ASH TREE SQUARE SHOPPING CENTER	1037 E SHAW AVE	FRESNO	CA	937107806
LANE BRYANT	4563	TUCSON SPECTRUM	5351 S. CALLE SANTA CRUZ	TUCSON	AZ	85706
LANE BRYANT	4566	CASCADE VILLAGE	63455 NORTH US HWY 97	BEND	OR	97703
LANE BRYANT	4568	TOWNE CENTER AT CEDAR LODGE	7425 CORPORATE BLVD	BATON ROUGE	LA	70809
LANE BRYANT	4571	PINEHURST SQUARE	917 W INTERSTATE AVE	BISMARCK	ND	58503
LANE BRYANT	4574	PROVIDENCE MARKETPLACE SHOPPING CENTER	401 S MT JULIET RD BLD 300	MT. JULIET	TN	37122
LANE BRYANT	4577	JESS RANCH MARKETPLACE	19157 BEAR VALLEY RD STE B	APPLE VALLEY	CA	92308
LANE BRYANT	4579	CANYON VIEW MARKETPLACE	632 MARKET ST UNIT B	GRAND JUNCTION	CO	81505
LANE BRYANT	4595	STIRLING BOSSIER SHOPPING CENTER	2920 MEADOWCREEK DR	BOSSIER CITY	LA	71111
LANE BRYANT	4641	FRONT RANGE VILLAGE	4321 CORBETT DR	FT. COLLINS	CO	80525
LANE BRYANT	4645	HAMILTON COMMONS	4215 BLACK HORSE PK	MAYS LANDING	NJ	8330
LANE BRYANT	4647	BELMAR PLAZA	340 S. TELLER STREET	LAKESWOOD	CO	80226
LANE BRYANT	4664	RED CLIFFS MALL	446 N 1680 EAST UNIT 310	ST. GEORGE	UT	84790
LANE BRYANT	4692	SHOPPES AT RIO GRANDE VALLEY	427 EAST TRENTON RD	EDINBURG	TX	78539
LANE BRYANT	4737	WALPOLE MALL	60 PROVIDENCE HIGHWAY	WALPOLE	MA	2032

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LANE BRYANT	4745	SHOPPES AT GILBERT COMMONS	BASELINE ROAD & N. COOPER ROAD	GILBERT	AZ	85233
LANE BRYANT	4767	LAWTON MARKETPLACE	1832 NW 82ND ST	LAWTON	OK	73505
LANE BRYANT	4775	WETHERSFIELD SHOPPING CENTER	1067 SILAS DEANE HWY	WETHERSFIELD	CT	6109
LANE BRYANT	4793	29TH PLACE	800 TWENTYNINETH PLACE CT	CHARLOTTESVILLE	VA	22901
LANE BRYANT	4799	FREMAUX TOWN CENTER	210 TOWNE CENTER PARKWAY	SLIDELL	LA	70458
LANE BRYANT	4800	FALLBROOK CENTER	6735 1/2 FALLBROOK AVE 801	WEST HILLS	CA	91307
LANE BRYANT	4811	NOD BROOK MALL	315 WEST MAIN STREET UNIT 5	AVON	CT	6001
LANE BRYANT	4836	WILLOW RIDGE PLAZA	748A ROUTE 73 SOUTH	MARLTON	NJ	8053
LANE BRYANT	4840	UNIVERSITY MALL	1237 E MAIN ST	CARBONDALE	IL	62901
LANE BRYANT	4845	HADLEY SHOPPING CENTER	4989 STELTON RD	SOUTH PLAINFIELD	NJ	7080
LANE BRYANT	4853	MARKETPLACE AT DELTA TOWNSHIP	333C NORTH MARKETPLACE BLV	LANSING	MI	48917
LANE BRYANT	4869	CROSSROADS SHOPPING CENTER	437 TARRYTOWN RD	WHITE PLAINS	NY	10607
LANE BRYANT	4886	HIGHLAND COMMONS	20 HIGHLAND COMMONS EAST	BERLIN	MA	1749
LANE BRYANT	4888	MALL OF NEW HAMPSHIRE	1500 S WILLOW ST	MANCHESTER	NH	3103
LANE BRYANT	4890	SOUTH HILLS VILLAGE	301 S HILLS VILLAGE	PITTSBURGH	PA	15241
LANE BRYANT	4899	PALM BEACH POWER CENTER	1855 PALM BEACH LAKES BLVD	WEST PALM BEACH	FL	33401
LANE BRYANT	4901	FOUNTAINS AT FARAH	8889 GATEWAY WEST BLVD	EL PASO	TX	79925
LANE BRYANT	4903	STATION PARK SHOPPING CENTER	235 N. WEST PROMONTORY	FARMINGTON	UT	84025
LANE BRYANT	4905	ROGUE VALLEY MALL	1600 N. RIVERSIDE DR. #1077	MEDFORD	OR	97501
LANE BRYANT	4912	QUAKER BRIDGE MALL	3320 US HIGHWAY 1 UNIT 199	LAWRENCEVILLE	NJ	8648
LANE BRYANT	4913	SOUTH SHORE	1701 SUNRISE HWY	BAY SHORE	NY	11706
LANE BRYANT	4915	PLAZA 183	11215 183RD ST.,#A-180	CERRITOS	CA	90703
LANE BRYANT	4920	EASTWOOD MALL	5555 YOUNGSTOWN WARREN ROAD	NILES	OH	44446
LANE BRYANT	4921	COASTLAND CENTER	1750 TAMiami TRAIL N.	NAPLES	FL	34102
LANE BRYANT	4924	HUNT VALLEY TOWNE CENTRE	118 SHAWAN RD, SUITE I	HUNT VALLEY	MD	21030
LANE BRYANT	4928	COLUMBIANA CENTRE	100 COLUMBIANA CIRCLE, SUITE 1218	COLUMBIA	SC	29212
LANE BRYANT	4930	SOUTHGATE MALL	2901 BROOKS STREET, #A-6	MISSOULA	MT	59801
LANE BRYANT	4932	WAYNE TOWNE CENTER	173 STATE ROUTE 23	WAYNE	NJ	7470
LANE BRYANT	4934	SHOPPES AT BELMONT	1575 FRUITVILLE PIKE SUITE A-2	LANCASTER	PA	17601
LANE BRYANT	4938	STONEBRIDGE AT POTOMAC TOWN CENTER	15001 POTOMAC TOWN PLACE SPACE 130	WOODBRIIDGE	VA	22191
LANE BRYANT	6027	HUNTINGTON MALL	500 MALL ROAD SP780	BARBOURSVILLE	WV	25504
LANE BRYANT	6078	COCONUT POINT TOWN CENTER	8024 MEDITERRANEAN DR C25	ESTERO	FL	33928
LANE BRYANT	6110	DAYTON MALL	2700 MIAMISBURGH/CENTERVIL	DAYTON	OH	45459
LANE BRYANT	6117	MILLER HILL MALL	1600 MILLER TRUNK HWY	DULUTH	MN	55811
LANE BRYANT	6118	ALBANY MALL SHOPPING CENTER	2601 DAWSON ROAD	ALBANY	GA	31707
LANE BRYANT	6120	GRAND FORKS MARKETPLACE	3721 32ND AVE SOUTH	GRAND FORKS	ND	58201
LANE BRYANT	6123	NORTHGATE S/C	401 NORTHEAST NORTHGATE WAY	SEATTLE	WA	98125
LANE BRYANT	6147	EASTVIEW MALL	7979 VICTOR-PITTSFORD ROAD	VICTOR	NY	14564
LANE BRYANT	6157	CROSSROADS TOWN CENTER	3855 SOUTH GILBERT RD #104	GILBERT	AZ	85297
LANE BRYANT	6181	ELM PLAZA	95 ELM STREET UNIT 8	ENFIELD	CT	6082
LANE BRYANT	6183	FOX VALLEY MALL	2300 FOX VALLEY CENTER	AURORA	IL	60504
LANE BRYANT	6213	MALL AT PRICE GEORGES	3500 EAST-WEST HWY	HYATTSVILLE	MD	20782
LANE BRYANT	6278	COMMONS AT FEDERAL WAY	2116 S COMMONS	FEDERAL WAY	WA	98003

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
LANE BRYANT	6282	WILLOW GROVE PARK	2500 W MORELAND RD	WILLOW GROVE	PA	19090
LANE BRYANT	6290	QUAIL SPRINGS MALL	2501 W MEMORIAL RD	OKLAHOMA CITY	OK	73134
LANE BRYANT	6294	BOYNTON BEACH MALL	801 N CONGRESS AVE #151	BOYNTON BEACH	FL	33426
LANE BRYANT	6298	SHOPPES OF BEL AIR	3222 BEL AIR MALL UNIT A8	MOBILE	AL	36606
LANE BRYANT	6342	TRIANGLE CENTER	620 TRIANGLE SHOPPING CTR	LONGVIEW	WA	986324674
LANE BRYANT	6374	MARKETPLACE AT AUGUSTA	14 STEPHEN KING DR STE 1	AUGUSTA	ME	4330
LANE BRYANT	6375	VALLEY WEST MALL	1551 VALLEY W.DR.	WEST DES MOINES	IA	50266
LANE BRYANT	6388	KITSAP MALL	10315 SILVERDALE WAY NW	SILVERDALE	WA	98383
LANE BRYANT	6392	COLUMBIA CENTER	1321 N COLUMBIA CENTER, SUITE 533	KENNEWICK	WA	99336
LANE BRYANT	6403	BANGOR MALL	663 STILLWATER AVE #1135	BANGOR	ME	4401
LANE BRYANT	6417	FRANCIS SCOTT KEY MALL	5500 BUCKEYSTOWN PIKE #870	FREDERICK	MD	21703
LANE BRYANT	6422	VALLEY HILLS MALL	1960 US HIGHWAY 70 SE	HICKORY	NC	28602
LANE BRYANT	6446	VALDOSTA MALL	1700 NORMAN DR SP 102	VALDOSTA	GA	31601
LANE BRYANT	6485	NORTHLAKE MALL	6801 NORTHLAKE MALL DR-146	CHARLOTTE	NC	28216
LANE BRYANT	6530	GREAT SOUTH BAY SHOPPING CENTER	835 WEST MONTAUK HWY	WEST BABYLON	NY	11704
LANE BRYANT	6540	SHOPS AT ABILENE	3517 CATCLAW DR	ABILENE	TX	79606
LANE BRYANT	6563	NEW HARTFORD CONSUMER SQUARE	4775 COMMERCIAL DRIVE	NEW HARTFORD	NY	13413
LANE BRYANT	6566	ANDERSON MALL	3131 N MAIN ST	ANDERSON	SC	29621
LANE BRYANT	6570	SOUTH PARK MALL	2310 SW MILITARY DR #511	SAN ANTONIO	TX	78224
LANE BRYANT	6579	PENINSULA TOWN CENTER	1420 MERCHANT LANE	HAMPTON	VA	23666
LANE BRYANT	6587	PINNACLE HILLS PROMENADE	2203 PROMENADE BLVD	ROGERS	AR	72758
LANE BRYANT	6602	SOUTH HILL MALL	3500 S MERIDIAN UNIT 530	PUYALLUP	WA	98373
LANE BRYANT	6607	SLATTEN RANCH SHOPPING CENTER	5759 LONE TREE WAY - STE B	ANTIOCH	CA	94531
LANE BRYANT	6618	SHOPPES AT NORTH VILLAGE	5301 N BELT HIGHWAY-STE107	ST. JOSEPH	MO	64506
LANE BRYANT	6623	SUPERSTITION SPRINGS CENTER	6555 E SOUTHERN AVE#1216	MESA	AZ	85206
LANE BRYANT	6680	GATEWAY MALL	6100 O STREET	LINCOLN	NE	68505
LANE BRYANT	6682	SHOPPES AT LAKE PARK	2981 S 5600TH W	WEST VALLEY CITY	UT	84120
LANE BRYANT	6708	LEGACY PLACE	11280 LEGACY AVE	PALM BEACH GARDENS	FL	33410
LANE BRYANT	6764	BELLIS FAIR MALL	ONE BELLIS FAIR PKWY #362	BELLINGHAM	WA	98226
LANE BRYANT	6828	GALLERIA AT CRYSTAL RUN	1 N GALLERIA DRIVE - STE D212	MIDDLETOWN	NY	10941
LANE BRYANT	6847	COPPERWOOD VILLAGE SHOPPING CENTER	6525 HIGHWAY 6 N	HOUSTON	TX	77084
LANE BRYANT	6864	PEMBROKE LAKES MALL	11401 PINES BLVD SP 422	PEMBROKE PINES	FL	33026
LANE BRYANT	6874	CONCORD MALL	4737 CONCORD PIKE SP 370	WILMINGTON	DE	19803
LANE BRYANT	6875	MERIDEN MALL	470 LEWIS AVE SP #2024	MERIDEN	CT	6451
LANE BRYANT	6891	KING OF PRUSSIA PLAZA	160 NORTH GULPH RD	KING OF PRUSSIA	PA	19406
LANE BRYANT	6948	MALL AT TUTTLE CROSSING	5043 TUTTLE CROSSING BLVD	DUBLIN	OH	43016
LANE BRYANT	6963	PALISADES CENTER	2780 PALISADES CENTER DR	WEST NYACK	NY	10994
LANE BRYANT	6964	NORTHWOODS MALL	2200 W WAR MEMORIAL DRIVE	PEORIA	IL	61613
LANE BRYANT	6970	MUNCIE MALL	3501 NORTH GRANVILLE AVE	MUNCIE	IN	47303
LANE BRYANT	7101	WANDO CROSSING	1485 N HIGHWAY 17 UNIT A	MT. PLEASANT	SC	29464
LANE BRYANT	7103	CITRUS PARK	7917 CITRUS PARK TOWN CENTER MALL	TAMPA	FL	33625
LANE BRYANT	7106	ALEXANDRIA MALL	3437 MASONIC DRIVE SUITE 1286	ALEXANDRIA	LA	71301
LANE BRYANT	7109	OAKWOOD MALL	4800 GOLF ROAD SPACE #338	EAU CLAIRE	WI	54701

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
LANE BRYANT	7113	HILLVIEW SHOPPING CENTER	2135 RTE 38	CHERRY HILL	NJ	8002
Catherines	5004	TOWN & COUNTRY SHOPPING CENTER	2176 W. 4TH STREET	MANSFIELD	OH	44906
Catherines	5007	FREEMONT CENTER	1322 E. BALLTEFIELD	SPRINGFIELD	MO	65804
Catherines	5012	UNIVERSITY CROSSINGS	EAST UNIVERSITY DRIVE	GRANGER	IN	46530
Catherines	5014	PERKINS OAKS PLAZA	541-45 PERKINS ROAD	MEMPHIS	TN	38117
Catherines	5015	7117 KINGSTON PIKE	7117 KINGSTON PIKE	KNOXVILLE	TN	37919
Catherines	5017	WESTWOOD SHOPPING CENTER	240 WESTWOOD SHOPPING CENTER	FAYETTEVILLE	NC	28314
Catherines	5019	ROSS CENTER	11211 SE 82ND AVENUE, #W01	PORTLAND	OR	97086
Catherines	5022	MCHENRY CENTER	1791 N. GALLATIN PKWY	MADISON	TN	37115
Catherines	5023	BAKER SQUARE	132ND & WEST CENTER ROAD	OMAHA	NE	68144
Catherines	5029	NEW HARTFORD CONSUMER SQUARE	ROUTE 5A & GENESEE STREET	NEW HARTFORD	NY	13413
Catherines	5030	SPRINGDALE MALL	3250 AIRPORT BLVD/SPACE 416	MOBILE	AL	36606
Catherines	5035	CANTON CENTRE	4525 W. TUSCARAWAS STREET	CANTON	OH	44708
Catherines	5038	NORTHWOODS MARKETPLACE	7620 RIVERS AVE., SUITE 320	NORTH CHARLESTON	SC	29406
Catherines	5040	HAMMOND AIRE PLAZA	9622 AIRE LINE HIGHWAY	BATON ROUGE	LA	70815
Catherines	5044	UNIVERSITY SQUARE SHOPPING CENTER	1405 W. GLEN AVENUE	PEORIA	IL	61614
Catherines	5045	VILLAGE SHOPPING CENTER	902 W. KIMBERLY ROAD	DAVENPORT	IA	52806
Catherines	5046	SHOE CARNIVAL TOWNE CENTRE	843 N GREEN RIVER ROAD	EVANSVILLE	IN	47715
Catherines	5052	FRIENDLY SHOPPING CENTER	702 D PEMBROKE RD.	GREENSBORO	NC	27408
Catherines	5053	FASHION CORNERS	4382 BAY ROAD, SPACE #9	SAGINAW	MI	48603
Catherines	5055	CHATHAM PLAZA SHOPPING CENTER	7805 ABERCORNSTREET	SAVANNAH	GA	31406
Catherines	5058	FRENCH QUARTER SHOPPING CENTER	4500 S. BROADWAY	TYLER	TX	75703
Catherines	5063	RIVERWALK PLAZA	33 RIVERWALK PLAZA	SOUTH CHARLESTON	WV	25303
Catherines	5066	SHERIDAN PLAZA SHOPPING CENTER	5970 EAST 31ST STREET	TULSA	OK	74135
Catherines	5069	COLONIAL PLAZA	4455 Cleveland Ave	FT. MYERS	FL	33901
Catherines	5073	ENCANTADA SQUARE CENTER	2645 LOUISIANA BLVD., N.E.	ALBUQUERQUE	NM	87110
Catherines	5076	CROSSROADS AT CHESAPEAKE SQUARE	4107 PORTSMOUTH BLVD.	CHESAPEAKE	VA	23321
Catherines	5082	TODD CENTER	2324 W. MERCURY BLVD.	HAMPTON	VA	23666
Catherines	5085	GREENWOOD PLACE	7785 SOUTH U.S. 31	INDIANAPOLIS	IN	46227
Catherines	5086	COLISEUM SHOPPES	521-525 E. COLISEUM BLVD.	FT. WAYNE	IN	46805
Catherines	5087	RIVERSIDE PLAZA	3560 S. DIXIE BEE HWY.	TERRE HAUTE	IN	47802
Catherines	5088	SUMMIT CENTER	3755 BLOOMFIELD RD.	MACON	GA	31206
Catherines	5089	LIMA PLAZA SHOPPING CENTER	2178 ELIDA ROAD	LIMA	OH	45805
Catherines	5090	MIDWAY PLAZA	1311 E. TALLMADGE AVE.	AKRON	OH	44310
Catherines	5093	COMMONS AT WILLOWBROOK	7530 CYPRESS CREEK PARKWAY (SPACE 29)	HOUSTON	TX	77070
Catherines	5097	BELVEDERE PLAZA	3104 NORTH MAIN STREET	ANDERSON	SC	29621
Catherines	5099	LAKE AIR MALL	5301 BOSQUE BLVD.	WACO	TX	76710
Catherines	5100	BELL FORGE SQUARE	3104 NORTH MAIN ST/SUITE 240 A	ANTIOCH	TN	37013
Catherines	5101	RICHMOND PLAZA	3435 WRIGHTSBORO ROAD	AUGUSTA	GA	30909
Catherines	5102	PARKWAY PLAZA SHOPPING CENTER	1217 APALACHEE PARKWAY	TALLAHASSEE	FL	32301
Catherines	5105	SALEM CONSUMER SQUARE	5411 SALEM AVENUE	DAYTON	OH	45426
Catherines	5108	FRENCH MARKET SHOPPING CENTER	N.W. 63RD ST. & MAY AVE.	OKLAHOMA CITY	OK	73116
Catherines	5114	2807 MURDOCH AVENUE	2807 MURDOCH AVENUE	PARKERSBURG	WV	26101



BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Catherines	5115	CROSS COUNTRY PLAZA SHOPPING CENTER	3201 MACON ROAD STORE 119	COLUMBUS	GA	31906
Catherines	5118	LYNCHBURG BURLINGTON COAT PLAZA	BUS. RTE 29 (FORT AVE.)	LYNCHBURG	VA	24502
Catherines	5119	GREEN BAY PLAZA	725 MILITARY AVENUE	GREEN BAY	WI	54304
Catherines	5124	WILKES-BARRE COMMONS	MUNDY STREET	WILKES BARRE	PA	18702
Catherines	5127	LIBERTY SQUARE SHOPPING CENTER	RALEIGH HIGHWAY	THOMASVILLE	NC	27360
Catherines	5132	AMBASSADOR ROW SHOPPING CENTER	3525 AMBASSADOR CAFFREY PKWY/STE G	LAFAYETTE	LA	70503
Catherines	5134	WOODLAND ANNEX SHOPPING CENTER	6837 S. MEMORIAL, SUITE B	TULSA	OK	74133
Catherines	5135	CASTLETON SHOPPES	6050-6054 EAST 82ND STREET	INDIANAPOLIS	IN	46250
Catherines	5136	UNIVERSITY MALL SHOPPING CENTER	4811 SALEM AVE	TUSCALOOSA	AL	35404
Catherines	5141	DOGWOOD PROMENADE	HWY 25	FLOWOOD	MS	39232
Catherines	5147	CORDOVA CROSSINGS	5020 BAYOU BLVD	PENSACOLA	FL	32503
Catherines	5150	ASHLEY SQUARE SHOPPING CENTER	9112 RODNEY PARHAM, STE 100	LITTLE ROCK	AR	72205
Catherines	5154	SWANWAY PLAZA SHOPPING CENTER	4732 E. BROADWAY BLVD.	TUCSON	AZ	85711
Catherines	5157	EAST PARK PLAZA	200 N. 66TH STREET	LINCOLN	NE	68505
Catherines	5163	SIERRA TOWN CENTER	SEC S. VIRGINIA ST/EXECUTIVE PARKWAY	RENO	NV	89511
Catherines	5168	STARTOWN PLAZA	2039 HWY 70	HICKORY	NC	28602
Catherines	5171	PLAZA SOUTH SHOPPING CENTER	4601 SIXTEENTH AVENUE	MOLINE	IL	61265
Catherines	5173	NORTHLAKE SQUARE SHOPPING CENTER	4135 LAVISTA RD.	TUCKER	GA	30084
Catherines	5175	SOUTHGATE SHOPPING CENTER	2908 RYAN STREET	LAKE CHARLES	LA	70601
Catherines	5176	SOUTH TOWNE CENTRE	2010 MIAMISBURG-CENTERVILLE RD.	DAYTON	OH	45459
Catherines	5177	MACARTHUR VILLAGE SHOPPING CENTER	1416 MACARTHUR DRIVE	ALEXANDRIA	VA	71301
Catherines	5179	COMMONS AT MAGNOLIA	2847 DAVID MCLEOD BOULEVARD	FLORENCE	SC	29501
Catherines	5182	GAITWAY PLAZA	2701 SOUTHWEST COLLEGE, SUITE 602	OCALA	FL	34474
Catherines	5184	TOWN CENTER PLAZA SHOPPING CENTER	425 ERNEST BARRETT PARKWAY	KENNESAW	GA	30144
Catherines	5195	MONROE STREET PLAZA	5210 MONROE ST.	TOLEDO	OH	43623
Catherines	5197	MERLE HAY PLAZA	3414-3416 MERLE HAY RD.	DES MOINES	IA	50310
Catherines	5200	GLENDALE TOWN CENTER	6101 NORTH KEYSTONE AVENUE	INDIANAPOLIS	IN	46220
Catherines	5202	LINDEN ROAD PLAZA	G-3292 S. LINDEN ROAD	FLINT	MI	48507
Catherines	5204	SOUTHWYK MEADOWS SHOPPING CENTER	2304 SOUTH REYNOLDS ROAD	TOLEDO	OH	43614
Catherines	5205	MARKET VIEW SHOPPING CENTER	31 EAST MARKET VIEW	CHAMPAIGN	IL	61820
Catherines	5212	REGENCY CENTRE	2319 NICHOLASVILLE RD	LEXINGTON	KY	40503
Catherines	5216	CROSSROADS PLAZA SHOPPING CENTER	U.S. 1/64 & WALNUT ST. @ I-40	CARY	NC	27518
Catherines	5217	CHERRY TREE PLAZA	9745 E. WASHINGTON ST.	INDIANAPOLIS	IN	46229
Catherines	5218	NOLAND FASHION SQUARE	13720 M & N EAST 40 HWY	INDEPENDENCE	MO	64055
Catherines	5219	WEST OLYMPIA PLACE	1004 COOPER POINT ROAD	OLYMPIA	WA	98502
Catherines	5226	CANYON PLACE SHOPPING CENTER	3831-A SW 117TH AVE.	BEAVERTON	OR	97005
Catherines	5227	VILLAGE EAST CENTER	2295 LANCASTER DR. N.E.	SALEM	OR	97305
Catherines	5230	BOULEVARD SHOPPES	205 S.W. GREENVILLE BLVD.	GREENVILLE	NC	27834
Catherines	5231	WESTMINSTER VILLAGE SHOPPING CENTER	5670 W. 88TH AVE.	WESTMINSTER	CO	80031
Catherines	5232	MIDLAND PLAZA	3001 W. LOOP 250, STE. G-101	MIDLAND	TX	79705
Catherines	5233	CENTRAL PLAZA	6219 SLIDE ROAD	LUBBOCK	TX	79414
Catherines	5234	LAFAYETTE MARKETPLACE	3500 STATE ROUTE 38 EAST	LAFAYETTE	IN	47905
Catherines	5239	ABILENE MARKET	13960 EAST MISSISSIPPI AVENUE	AURORA	CO	80012

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Catherines	5240	COLONNADE SHOPPING CENTER	1308 W GRANDRIDGE BLVD	KENNEWICK	WA	99336
Catherines	5241	VALLEY RIVER CENTER	1165 VALLEY RIVER DRIVE	EUGENE	OR	97401
Catherines	5242	BOWLING GREEN SPECIALTY CENTER	1680 CAMPBELL LN., STE 110	BOWLING GREEN	KY	42104
Catherines	5243	MARKLAND MALL	1415 S. REED ROAD	KOKOMO	IN	46902
Catherines	5247	VALLEY VIEW MALL	1919 B VALLEY VIEW BLVD	ROANOKE	VA	24012
Catherines	5248	PORTAGE CROSSING SHOPPING CENTER	6749 S WESTNEDGE AVE/SUITE F	PORTAGE	MI	49002
Catherines	5254	MUNCIE MALL	1160 EAST PRINCETON	MUNCIE	IN	47303
Catherines	5255	WESTPARK TOWNE PLAZA	299 N. MILWAUKEE AVE.	BOISE	ID	83704
Catherines	5256	TOMBARI CENTER	6202 N. DIVISION ST.	SPOKANE	WA	99208
Catherines	5258	WEST RIDGE PLAZA	2130 SW WANAMAKER RD. #170	TOPEKA	KS	66614
Catherines	5259	PADUCAH TOWN CENTER	US 2929 JAMES SANDERS BLVD. STE A-2	PADUCAH	KY	42001
Catherines	5260	GOFFBROOK SHOPPES	1287 SILAS DEANE HWY	WETHERSFIELD	CT	6109
Catherines	5263	MALL PLAZA SHOPPING CENTER	220 MAINE MALL ROAD	SOUTH PORTLAND	ME	4106
Catherines	5267	MERVYN'S PLAZA	2986 NORTH ALMA SCHOOL RD.	CHANDLER	AZ	85224
Catherines	5273	ORANGFAIR MARKETPLACE SHOPPING CENTER	1412 SOUTH HARBOR BLVD	FULLERTON	CA	92832
Catherines	5275	TOWNGATE SHOPPING CENTER	12625 FREDERICK STREET - SUITE D3	MORENO VALLEY	CA	92553
Catherines	5279	MARKET SQUARE AT ARDEN FAIR	1775-A ARDEN WAY	SACRAMENTO	CA	95815
Catherines	5281	ROSEVILLE SQUARE SHOPPING CENTER	390 ROSEVILLE SQUARE	ROSEVILLE	CA	95678
Catherines	5292	SHELBY CORNERS	13305 HALL ROAD	UTICA	MI	48315
Catherines	5300	WICK PLAZA SHOPPING CENTER	561 U.S. ROUTE #1	EDISON	NJ	8817
Catherines	5303	COURT AT DEPTFORD	1500 ALMONESSON ROAD	DEPTFORD	NJ	8096
Catherines	5304	EAST GATE SQUARE SHOPPING CENTER	1620 NIXON DRIVE	MOORESTOWN	NJ	8057
Catherines	5307	WEST BRANCH COMMONS	1701 MORRIS AVENUE/SUITE 1	UNION	NJ	7083
Catherines	5318	GATEWAY PLAZA SHOPPING CENTER	WEST SUNRISE HIGHWAY	PATCHOGUE	NY	11772
Catherines	5325	GATEWAY SHOPPING CENTER	9924 N.E. HALSEY STREET	PORTLAND	OR	97220
Catherines	5335	SILVERDALE SHOPPING CENTER	10407 SILVERDALE WAY NW, SUITE F	SILVERDALE	WA	98383
Catherines	5339	VANCOUVER VILLAGE	VANCOUVER MALL DRIVE & NE THURSTON WAY	VANCOUVER	WA	98662
Catherines	5341	ROBINSON TOWN CENTRE	1584 PARK MANOR BLVD.	PITTSBURGH	PA	15205
Catherines	5342	NORTHAMPTON CROSSING	ROUTE 248 & HIGHWAY 33	EASTON	PA	18045
Catherines	5345	DIMMOCK SQUARE SHOPPING CENTER	723 SOUTHPARK BLVD., SUITE #2	COLONIAL HEIGHTS	VA	23834
Catherines	5348	SOUTH LAKE CENTRE	35 GOODMAN RD. W., SUITE G	SOUTHAVEN	MS	38671
Catherines	5349	MARKET OF WOLFCREEK	GERMANTOWN RD & U.S. HWY 64	MEMPHIS	TN	38133
Catherines	5351	CHESTERFIELD COMMONS	166 THF BLVD.	CHESTERFIELD	MO	63005
Catherines	5353	WAL-MART SUPERCENTER	LEDO ROAD	ALBANY	GA	31707
Catherines	5356	CENTRAL PARK	CARL D. SILVER PARKWAY	FREDERICKSBURG	VA	22401
Catherines	5358	ESPLANADE SHOPPING CENTER	HIGHWAY 101 AND VINEYARD	OXNARD	CA	93036
Catherines	5359	DUTCH SQUARE MALL	BUSH RIVER RD.	COLUMBIA	SC	29210
Catherines	5360	ST. CHARLES TOWNE PLAZA	ROUTE 301	WALDORF	MD	20603
Catherines	5365	WESTLAND TOWN CENTER	WEST COLFAX AVENUE	LAKWOOD	CO	80215
Catherines	5368	GRAND FORKS MARKETPLACE	32ND AVENUE & INTERSTATE 29	GRAND FORKS	ND	58201
Catherines	5369	SECURITY SQUARE SHOPPING CENTER	SECURITY BOULEVARD	BALTIMORE	MD	21244
Catherines	5370	NORTH RIDGE PLAZA	THEODORE STREET & LARKIN STREET NW	JOLIET	IL	60435
Catherines	5371	GREAT EAST PLAZA SHOPPING CENTER	GREAT EAST PLAZA S/C	NILES	OH	44446

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Catherines	5372	SOUTHRIDGE SQUARE	1300 E. ARMY POST RD, STE C	DES MOINES	IA	50315
Catherines	5377	WESTSIDE CENTRE	UNIVERSITY DRIVE (ROUTE 72)	HUNTSVILLE	AL	35806
Catherines	5378	HOCKING VALLEY MALL	1711 N. MEMORIAL DRIVE	LANCASTER	OH	43130
Catherines	5380	POPLAR SQUARE	2314 POPLAR DRIVE	MEDFORD	OR	97504
Catherines	5382	SHOPPES AT VESTAL	ROUTE 434 (VESTAL PARKWAY)	VESTAL	NY	13850
Catherines	5384	MARKETPLACE AT PALMDALE	W. AVE P & 10TH STREET, W	PALMDALE	CA	93551
Catherines	5387	VERDAE VILLAGE	101 VERDAE BOULEVARD, SUITE 550	GREENVILLE	SC	29607
Catherines	5388	LAKE BRANDON PLAZA	LUMSDEN ROAD	BRANDON	FL	33511
Catherines	5392	CASCADE PLAZA	EVERGREEN WAY & CAMPUS PARKWAY	EVERETT	WA	98203
Catherines	5394	3321 BRUNSWICK PIKE	3321 BRUNSWICK PIKE	LAWRENCEVILLE	NJ	8648
Catherines	5396	3908 VETERANS BLVD.	3908 VETERANS BLVD.	METAIRIE	LA	70002
Catherines	5399	TWIN OAKS VILLAGE SHOPPING CENTER	2717 EASTERN BOULEVARD	MONTGOMERY	AL	36117
Catherines	5400	FORUM AT OLYMPIA PARKWAY	I-35	SELMA	TX	78154
Catherines	5403	WOODFIELD PLAZA	504 E GOLF RD	SCHAUMBURG	IL	60173
Catherines	5405	NORTHPOINTE SHOPPING CENTER	3801 PELANDALE AVENUE	MODESTO	CA	95356
Catherines	5406	SHAW MARKETPLACE	W SHAW AND N BRAWLEY AVE	FRESNO	CA	93711
Catherines	5407	PEORIA CROSSINGS	101 & NORTHERN AVENUE	PEORIA	AZ	85305
Catherines	5408	DESERT GLEN SHOPPING CENTER	5350 WEST BELL ROAD, SUITE 100	GLENDALE	AZ	85308
Catherines	5410	SHOPPES AT HAMILTON	3270 28TH STREET SE	KENTWOOD	MI	49512
Catherines	5416	EASTGATE SHOPPING CENTER	8235 EAST KELLOGG ROAD	WICHITA	KS	67207
Catherines	5419	ROUND ROCK CROSSING SHOPPING CENTER	SE CORNER OF IH35 AND COUNTY ROAD NO 170	ROUND ROCK	TX	78664
Catherines	5420	LAKEWOOD VILLAGE SHOPPING CENTER	MCCAIN BOULEVARD & FAIRWAY AVENUE	NORTH LITTLE ROCK	AR	72116
Catherines	5427	O'FALLON WALK SHOPPING CENTER	2221 HIGHWAY K	O'FALLON	MO	63368
Catherines	5428	HANES POINT SHOPPING CENTER	1010 HANES MALL BOULEVARD	WINSTON SALEM	NC	27103
Catherines	5432	TAMARACK VILLAGE SHOPPING CENTER	TAMARACK VILLAGE S/C	WOODBURY	MN	55125
Catherines	5434	MARKET AT POLARIS	POLARIS & GEMINI PARKWAYS	COLUMBUS	OH	43240
Catherines	5450	POND ROAD PLAZA NORTH	4345 ROUTE 9	FREEHOLD	NJ	7728
Catherines	5545	GOVERNOR'S CROSSING SHOPPING CENTER	222 COLLIER DR	SEVIERVILLE	TN	37862
Catherines	5546	LAWRENCEVILLE MARKET	LAWRENCEVILLE SUWANEE RD	LAWRENCEVILLE	GA	30043
Catherines	5547	WALKER'S CORNER	10709 Blacklick-Eastern Rd NW	PICKERINGTON	OH	43147
Catherines	5549	GATEWAY STATION II	I-35	BURLESON	TX	76028
Catherines	5550	CENTRUM SHOPPING CENTER	10210 CENTRUM PARKWAY, BLDG. 10420-D	PINEVILLE	NC	28134
Catherines	5551	RITCHIE STATION MARKETPLACE	1723 RITCHIE STATION COURT	CAPITOL HEIGHTS	MD	20743
Catherines	5552	SAFEWAY MARKETPLACE	2121 S ONEIDA STREET	DENVER	CO	80922
Catherines	5553	CLEARWATER MALL	US HIGHWAY 19	CLEARWATER	FL	33759
Catherines	5555	GILBERT GATEWAY TOWNE CENTER	POWER & RAY ROADS	GILBERT	AZ	85212
Catherines	5556	WHITE OAKS PLAZA	NWC WABASH AVE. & ROUTE 4 VETERANS	SPRINGFIELD	IL	62704
Catherines	5557	RIVERBEND MARKETPLACE	129 BLEACHERY BLVD- SUITE C	ASHEVILLE	NC	28805
Catherines	5558	SHOPS AT JANAF	5312 E. VIRGINIA BEACH BLVD.	NORFOLK	VA	23502
Catherines	5559	PECANLAND COMMONS SHOPPING CENTER	NORTH OF I-20, POWELL RD & MILLHAVEN RD	MONROE	LA	71203
Catherines	5560	SHOPS AT ABILENE	SOUTHWEST DRIVE & CATCLAW DRIVE	ABILENE	TX	79606
Catherines	5561	GREENWAY MALL	3510 W. 41ST STREET	SIoux FALLS	SD	57106
Catherines	5562	BROOKS CORNER SHOPPING CENTER PHASE II	3143 SE MILITARY DRIVE, SUITE 135	SAN ANTONIO	TX	78223

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Catherines	5564	WHITEHALL MALL	GRAPE ST @ MACARTHUR ROAD	WHITEHALL	PA	18052
Catherines	5566	SHOPS AT NORTH EAST MALL	1101 MELBOURNE STREET	HURST	TX	76053
Catherines	5569	ROBINHOOD PLAZA	5756 PACIFIC AVENUE	STOCKTON	CA	95207
Catherines	5570	COMMONS AT FEDERAL WAY	1928 S COMMON	FEDERAL WAY	WA	98003
Catherines	5571	LAKE WORTH TOWNE CROSSING	6560 LAKE WORTH BLVD., SUITE 700	LAKE WORTH	TX	76135
Catherines	5574	SHERMAN TOWN CENTER	709 E. NORTH CREEK DR	SHERMAN	TX	75092
Catherines	5575	FOX RIVER MALL	4301 WEST WISCONSIN AVE.	APPLETON	WI	54913
Catherines	5576	THE FORUM AT SONCY	3350 S Sonly Rd	AMARILLO	TX	79124
Catherines	5578	LONGVIEW TOWNE CROSSING	3096 N. EASTMAN ROAD	LONGVIEW	TX	75605
Catherines	5582	SHOPPES ON MAINE	4607 MAINE AVENUE SE & 48TH ST SE	ROCHESTER	MN	55904
Catherines	5644	SHOPPES OF LAKELAND	RTE 98 & INTERSTATE 4	LAKELAND	FL	33809
Catherines	5646	ELK GROVE COMMONS	9688 BRUCEVILLE ROAD, SUITE 107	ELK GROVE	CA	95757
Catherines	5647	CITRUS PLAZA SHOPPING CENTER	27470 LUGONIA AVE	REDLANDS	CA	92374
Catherines	5702	CROSSROADS CENTRE	10850 LINCOLN TRAIL	FAIRVIEW HEIGHTS	IL	62208
Catherines	5710	STUYVESANT PLAZA SHOPPING CENTER	1475 Western Ave	ALBANY	NY	12203
Catherines	5712	STONEY CREEK CENTER	439 BALTIMORE PIKE	SPRINGFIELD	PA	19064
Catherines	5713	WESTGATE COMMONS SHOPPING CENTER	13TH AVENUE EAST	WEST FARGO	ND	58078
Catherines	5717	ENDICOTT PLAZA	139 ENDICOTT STREET	DANVERS	MA	1923
Catherines	5718	VINEBROOK PLAZA	1 GREAT MEADOW ROAD	BURLINGTON	MA	1803
Catherines	5722	TENHOLDER PLAZA	126 B SOUTH COUNTY CENTERWAY	ST. LOUIS	MO	63129
Catherines	5727	MERCHANTS WALK SHOPPING CENTER	7522 W. BROAD STREET	RICHMOND	VA	23294
Catherines	5736	COMMONS AT DEERBROOK SHOPPING CENTER	SUITE 9610 FM 1960 BYPASS	HUMBLE	TX	77338
Catherines	5741	LAKWOOD SQUARE	3950 HARDWICK STREET	LAKWOOD	CA	90712
Catherines	5743	SHOPPES AT HAMILTON PLACE	I-75 & SHALLOWFORD ROAD	CHATTANOOGA	TN	37421
Catherines	5746	BEVERLY HILLS PLAZA	7824 WEST DODGE ROAD	OMAHA	NE	68114
Catherines	5748	NORTHCOURT COMMONS	US HIGHWAY 10 NE	BLAINE	MN	55434
Catherines	5749	COR CENTER	ROUTE 31	CLAY	NY	13090
Catherines	5751	BUTTERFIELD PLAZA	1300 BUTTERFIELD ROAD/SUITE 310	DOWNERS GROVE	IL	60515
Catherines	5755	MONTCLAIR PLACE	5174 NORTH PLAZA LANE	MONTCLAIR	CA	91763
Catherines	5763	GREAT NORTHERN PLAZA	26005 GREAT NORTHERN	NORTH OLMSTED	OH	44070
Catherines	5764	MERRILLVILLE PLAZA	1876 EAST 80TH AVE.	HOBART	IN	46410
Catherines	5766	35 PLAZA SHOPPING CENTER	ROUTE 4 WEST	PARAMUS	NJ	7652
Catherines	5767	GATEWAY SHOPPING CENTER	176 GATEWAY DRIVE	BEAUMONT	TX	77701
Catherines	5771	CRYSTAL SHOPPING CENTER	111 WILLOW BEND	CRYSTAL	MN	55428
Catherines	5772	BIRCH RUN STATION SHOPPING CENTER	1715-1 BEAM AVENUE	MAPLEWOOD	MN	55109
Catherines	5777	DAY DRIVE PLAZA	8247 DAY DRIVE	PARMA	OH	44129
Catherines	5784	PARK POINTE PLAZA	14904 LAGRANGE ROAD	ORLAND PARK	IL	60462
Catherines	5785	FLORENCE SQUARE SHOPPING CENTER	7739 MALL ROAD	FLORENCE	KY	41042
Catherines	5787	MARKET EAST SHOPPING CENTER	1645 N. TOWN EAST BLVD., SUITE 574	MESQUITE	TX	75150
Catherines	5790	MADISON PLACE	32137 JOHN R. ROAD @ WHITCOMB	MADISON HEIGHTS	MI	48071
Catherines	5792	WESTLAND CROSSING SHOPPING CENTER	34764 WARREN ROAD	WESTLAND	MI	48185
Catherines	5793	PAXTON TOWN CENTER	ROUTE 22 (ALLENTOWN BOULEVARD)	HARRISBURG	PA	17112
Catherines	5795	BEVERLY PLAZA	9601-03 S. WESTERN AVE.	CHICAGO	IL	60643

BRAND	Store Number	CENTER NAME	Street Address	CITY	ST	Zip
Catherines	5803	GREENFIELD FASHION CENTER	4862 S. 74TH ST.	GREENFIELD	WI	53220
Catherines	5806	ERIE COMMONS SHOPPING CENTER	8000 PLAZA BOULEVARD	MENTOR	OH	44060
Catherines	5808	LAKEWOOD TOWNE CENTER	5815 LAKEWOOD T/C BLVD SW	LAKEWOOD	WA	98499
Catherines	5809	ALDERWOOD CROSSING	2701 184TH ST. S.W., SUITE A-103	LYNNWOOD	WA	98037
Catherines	5814	NORTH HILLS VILLAGE MALL	4801 MCKNIGHT ROAD	PITTSBURGH	PA	15237
Catherines	5816	SOUTHLAND/FOUR SEASONS CENTER	517 CLAIRTON BLVD.	PITTSBURGH	PA	15236
Catherines	5817	SHERIDAN CENTRE	3328 SHERIDAN DR.	AMHERST	NY	14226
Catherines	5820	BURNSVILLE MARKETPLACE	13931 ALDRICH AVE.	BURNSVILLE	MN	55337
Catherines	5823	UNION CONSUMER SQUARE	3801 UNION ROAD	CHEEKTOWAGA	NY	14225
Catherines	5825	GRATIOT CENTRE	31936 GRATIOT AVENUE	ROSEVILLE	MI	48066
Catherines	5832	PARKWAY PLAZA	173 PARKWAY PLAZA - SPACE FSU11	EL CAJON	CA	92020
Catherines	5838	BAYBROOK TERRACE SHOPPING CENTER	19002 GULF FREEWAY	HOUSTON	TX	77546
Catherines	5839	GOVERNOR PLAZA	GOVERNOR RITCHIE HWY RT. 2	GLEN BURNIE	MD	21061
Catherines	5840	BROOKFIELD FASHION CENTER	16700 WEST BLUEMOUND ROAD	BROOKFIELD	WI	53005
Catherines	5848	MASSARD FARMS SHOPPING CENTER	ROGERS AVENUE	FORT SMITH	AR	72903
Catherines	5849	WEST TOWNE PLAZA	7853 MINERAL POINT ROAD	MADISON	WI	53717
Catherines	5858	THE SHOP AT COLLINS SQUARE	COLLINS ROAD & LINDALE ROAD	MARION	IA	52302
Catherines	5859	COBB CORNERS SHOPPING CENTER	JEFFERSON ROAD	ROCKY MOUNT	NC	27804
Catherines	5861	SPRINGDALE PLAZA	469 E. KEMPER ROAD	SPRINGDALE	OH	45246
Catherines	5863	RIDGEWOOD COURT	COUNTY LINE RD. & RIDGEWOOD RD.	JACKSON	MS	39211
Catherines	5867	ORCHARD CORNERS	9556 QUIVERA	LENEXA	KS	66215
Catherines	5871	MARKET PLACE WEST SHOPPING CENTER	24TH ST. W. & KING AVE.	BILLINGS	MT	59102
Catherines	5873	MIRACLE MILE SHOPPING CENTER	4100 WILLIAM PENN HIGHWAY, ROUTE 22	MONROEVILLE	PA	15146
Catherines	5876	FOREST PLAZA	SEC E. STATE STREET & MULFORD HIGHWAY	ROCKFORD	IL	61108
Catherines	5879	MERRITT CREEK FARM SHOPPING CENTER	I-64 AND MERRITT CREEK ROAD	BARBOURSVILLE	WV	25504
Catherines	5881	COLONIAL PROMENADE HOOVER	2798 JOHN HAWKINS PARKWAY, SUITE 100	HOOVER	AL	35244
Catherines	5887	TOWNE CENTER	HIGHWAY 105 & INTERSTATE 45	CONROE	TX	77304
Catherines	5893	BAYOU PLAZA SHOPPING CENTER	6550 YOUREE DRIVE	SHREVEPORT	LA	71105
Catherines	5897	MARSHALL'S PLAZA	1400 OAKLAWN AVENUE	CRANSTON	RI	2920
Catherines	5951	HEDWIG VILLAGE SHOPPING CENTER	9435 KATY FREEWAY	HOUSTON	TX	77024
Catherines	5952	RIVERWALK CENTRE	I-35 AND SW 19TH STREET	MOORE	OK	73160
Catherines	5955	PLEASANT RUN	420 EAST PLEASANT RUN ROAD	CEDAR HILL	TX	75104
Catherines	5957	WEKIVA SQUARE	ROUTE 436 & MAPLE STREET	ALTAMONTE SPRINGS	FL	32714
Catherines	5958	JOHNSON CITY MARKETPLACE	26710 KNOB CREEK ROAD	JOHNSON CITY	TN	37604
Catherines	5959	STIRLING BOSSIER SHOPPING CENTER	AIRLINE DRIVE AND I-220	BOSSIER CITY	LA	71111
Catherines	5960	MESA RIVERVIEW	DOBSON ROAD & 202 FREEWAY	MESA	AZ	85201
Catherines	5963	TOWN & COUNTRY CENTER	551 EAST PALATINE ROAD	ARLINGTON HEIGHTS	IL	60004
Catherines	5965	SPORTS AUTHORITY PLAZA	1530 S. TORRENCE AVENUE	CALUMET CITY	IL	60409
Catherines	5966	THE COLUMBS	1032 - B VANN DRIVE	JACKSON	TN	38305
Catherines	5967	SHOPS AT WESTGATE	6810 WEST KELLOGG DRIVE	WICHITA	KS	67209
Catherines	5968	FAIRLANE GREEN PHASE II	I-94 & OUTER DRIVE	ALLEN PARK	MI	48101
Catherines	5969	RIVER CITY MARKETPLACE	CITY STATION DRIVE	JACKSONVILLE	FL	32218
Catherines	5970	WATSON PLAZA	149 WATSON PLAZA	ST. LOUIS	MO	63126

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Catherines	5972	GATEWAY STATION	1500 UNIVERSITY DRIVE EAST	COLLEGE STATION	TX	77840
Catherines	5976	MIDWEST CITY TOWN CENTER PLAZA	7200 S.E. 29TH STREET	MIDWEST CITY	OK	73110
Catherines	5977	HANOVER SQUARE	COLD HARBOR ROAD & BELL CREEK ROAD	MECHANICSVILLE	VA	23111
Catherines	5979	DECATUR CROSSING SHOPPING CENTER	278 DECATUR BLVD	LAS VEGAS	NV	89107
Catherines	5980	WESTOVER MARKETPLACE	8219 STATE HIGHWAY 151	SAN ANTONIO	TX	78245
Catherines	5982	KING'S CROSSING SHOPPING CENTER	BUILDING D/893 KING'S CROSSING DRIVE	TUPELO	MS	38804
Catherines	5984	PHILADELPHIA PREMIUM OUTLETS	152 E High St	POTTSTOWN	PA	19464
ATS	1	DISTRICT - CHAPEL STREET	968 Chapel St.	New Haven	CT	06510
ATS	0052	DISTRICT - WALNUT & 16TH STREET	1713 Walnut Street	PHILADELPHIA	PA	19103
ATS	327	PEARLRIDGE CENTER	1450 Ala Moana Blvd.	AIEA	HI	96701
ATS	0499	PENN SQUARE MALL	1901 Northwest Expressway, Room 1036	OKLAHOMA CITY	OK	73118
ATS	1091	ALA MOANA CENTER	98-1005 Moanalua Rd.	HONOLULU	HI	96814
ATS	1195	THE GARDENS MALL	3101 PGA Blvd., Space #b107	PALM BEACH GARDENS	FL	33410
ATF	1200	COLORADO MILLS	14500 West Colfax Ave.	Lakewood	CO	80401
ATF	1201	SILVER SANDS FACTORY STORES	10406 Emerald Coast Pkwy.	Destin	FL	32550
ATF	1205	VACAVILLE PREMIUM OUTLETS	321 Nut Tree Rd.	Vacaville	CA	95687
ATF	1213	WATERLOO PREMIUM OUTLETS	655 Route 318	Waterloo	NY	13165
ATF	1228	GAFFNEY PREMIUM OUTLETS	400 Factory Shops Blvd.	Gaffney	SC	29341
ATF	1232	LEBANON PREMIUM OUTLETS	One Outlet Village Blvd.	Lebanon	TN	37090
ATF	1237	OUTLETS PARK CITY	6699 N. Landmark Dr.	Park City	UT	84098
ATF	1258	GULFPORT PREMIUM OUTLETS	10830 Factory Shops Blvd.	Gulfport	MS	39503
ATF	1262	OUTLETS AT LOVELAND	5817 McWhinney Blvd.	Loveland	CO	80538
ATF	1270	OUTLETS AT SILVERTHORNE	125-A Stephens Way	Silverthorne	CO	80498
ATF	1272	MANCHESTER DESIGNER OUTLETS	16 Wyman Ln.	Manchester Center	VT	05255
ATF	1277	ALBERTVILLE PREMIUM OUTLETS	6500 Labeaux Avenue NE	Albertville	MN	55301
ATF	1285	JACKSON PREMIUM OUTLETS	537 Monmouth Rd.	Jackson	NJ	08527
ATF	1290	CALHOUN PREMIUM OUTLETS	455 Belwood Rd.	Calhoun	GA	30701
ATF	1292	CONCORD MILLS	8111 Concord Mills Blvd.	Concord	NC	28027
ATS	1294	PUERTO RICO PREMIUM OUTLETS	1 Prime Outlets Blvd	BARCELONETA	PR	00617
ATF	2206	PETALUMA VILLAGE PREMIUM OUTLET	2200 Petaluma Blvd. N.	Petaluma	CA	94952
ATF	2210	OSAGE BEACH PREMIUM OUTLETS	4540 Osage Beach Pkwy	Osage Beach	MO	65065
ATF	2211	NAPLES OUTLET CENTER	6060 Collier Blvd.	Naples	FL	34114
ATF	2213	OUTLETS AT WEST BRANCH	2990 Cook Rd.	West Branch	MI	48661
ATFS	2215	PHILADELPHIA MILLS	1556 Franklin Mills Circle, Rm. 641	PHILADELPHIA	PA	19154
ATF	2223	NAPA PREMIUM OUTLETS	681 Factory Store Dr.	Napa	CA	94558
ATF	2228	TANGER OUTLET FOXWOODS	455 Trolley Line Blvd.	Mashantucket	CT	06338
ATF	2229	TANGER OUTLET COMMERCE	800 Steven B Tanger Boulevard	Commerce	GA	30529
ATF	2245	OUTLETS WILLIAMSBURG	150 Tanger Dr.	Williamsburg	IA	52361
ATF	2247	TANGER OUTLET WESTGATE	6800 N. 95th Avenue	Glendale	AZ	85305
ATF	2250	CINCINNATI PREMIUM OUTLETS	885 Premium Outlets Dr.	Monroe	OH	45050
ATFS	2262	DENVER PREMIUM OUTLETS	13801 Grant Street, Space #450	THORNTON	CO	80023
ATS	2509	SOUTHDALE CENTER	10 Southdale Center, Room 1155	EDINA	MN	55435
ATS	2528	RIDGEDALE CENTER	12719 Wayzata Boulevard	Minnetonka	MN	55305

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ATS	2532	PLAZA LAS AMERICAS	525 F. D. Roosevelt Ave.	SAN JUAN	PR	00918
ATS	2548	THE MALL OF SAN JUAN	1000 Mall of San Juan	SAN JUAN	PR	00924
LOFT	773	MERIDEN MALL	470 Lewis Ave.	Meriden	CT	06451
LOFT	0827	CAPE COD MALL	769 Iyannough Road, Room S165	HYANNIS	MA	02601
LOFT	0860	COLONIAL BROOKWOOD VILLAGE	603 Brookwood Village, Space 105	BIRMINGHAM	AL	35209
LOFT	957	MALL AT BARNES CROSSING	1001 Barnes Crossing Rd.	Tupelo	MS	38801
LOFT	1470	MALL AT WELLINGTON GREEN	10300 West Forest Hill Blvd.	Wellington	FL	33414
LOFT	1707	SOLOMON POND MALL	601 Donald Lynch Blvd. Space N243	MARLBOROUGH	MA	01752
LOFT	1785	DISTRICT - DIVERSEY & CLARK	662-64 W. Diversey	CHICAGO	IL	60614
LOFT	1886	DISTRICT - BOUGHTON STREET	15 W Broughton St.	Savannah	GA	31401
LOFT	1909	THE MALL OF SAN JUAN	1000 Mall Of San Juan Blvd.	SAN JUAN	PR	00924
LOS	2953	ALBERTVILLE PREMIUM OUTLETS	6500 Labeaux Ave. NE	Albertville	MN	55301
LOS	2959	TULARE OUTLET CENTER	1477 Retherford Street	Tulare	CA	93274
LOFT	2988	PUERTO RICO PREMIUM OUTLETS	1 Premium Outlets Blvd	BARCELONETA	PR	00617
LOS	2994	GAFFNEY PREMIUM OUTLETS	1 Factory Shops Blvd.	Gaffney	SC	29341
LOS	2995	LEBANON PREMIUM OUTLETS	One Outlet Village Blvd.	Lebanon	TN	37090
LOS	2996	MANCHESTER DESIGNER OUTLETS	301 Depot St.	Manchester Center	VT	05255
LOS	3004	COLORADO MILLS	14500 W. Colfax Ave., Room 171	LAKESWOOD	CO	80401
LOS	3005	PHILADELPHIA MILLS	1677 Franklin Mills Circle, Room 209A and SS Area	PHILADELPHIA	PA	19154
LOS	3007	POTOMAC MILLS MALL	2700 Potomac Mills Circle	Prince William	VA	22192
LOS	3028	LAS VEGAS PREMIUM OUTLETS-NORTH	775 Grand Central Parkway	Las Vegas	NV	89106
LOS	3031	NORTH BEND PREMIUM OUTLETS	521 South Fork Avenue SW	North Bend	WA	98045
LOS	3063	FASHION OUTLETS OF SANTA FE	8380 Cerrillos Road	Sante Fe	NM	87507
LOS	3083	OUTLETS WILLIAMSBURG	150 Tanger Dr.	Williamsburg	IA	52361
LOS	3087	ELMORE MARKETPLACE	4255 Elmore Avenue	Davenport	IA	52807
LOS	3097	THE OUTLET SHOPPES AT LAREDO	Zaragoza St. & Davis Ave.	Laredo	TX	78040
LOS	3101	GURNEE MILLS	6170 W. Grand Avenue	Altoona	IL	60031
LOS	3108	SAWGRASS MILLS MALL	12801 West Sunrise Boulevard, 637A	SUNRISE	FL	33323
LOS	3123	SUMMIT FAIR SHOPPING CENTER	860 T NW Blue Parkway	Lee's Summit	MO	64086
LOS	3124	SOUTH BAY	South Bay Center, 7 Allstate Rd,	Dorchester	MA	02125
LOS	3130	TANGER OUTLETS - WESTGATE	6800 North 95th Avenue	Glendale	CO	85035
LOS	3134	FOOTHILLS MALL	215 E Foothills Pkwy	Fort Collins	CO	80525
L&G	4500	NORTHPARK CENTER	8687 North Central Expressway, Spc. E2-734	DALLAS	TX	75225
L&G	4502	AVALON	6150 Avalon Blvd	Alpharetta	GA	30009
L&G	4503	NATICK MALL	1245 Worcester St.	Natick	MA	01760
L&G	4504	NORTH HILLS	4151 The Circle @ North Hills Street	Raleigh	NC	27609
L&G	4506	DISTRICT - SOUTHPORT	3442-3446 N. Southport Avenue	Chicago	IL	60657
L&G	4507	DISTRICT - OLD TOWN	110 West Colorado Blvd	PASADENA	CA	91105
L&G	4512	TYSONS CORNER CENTER	1961 Chain Bridge Rd., Spc. #H003AU	MCLEAN	VA	22102
L&G	4514	138 FIFTH AVE.	138 Fifth Avenue	NEW YORK	NY	10011