

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: AEROGROUP INTERNATIONAL, INC., <i>et al.</i> , Debtors. ¹	Chapter 11 Case No. 17-11962 (KJC) (Jointly Administered) Re: D.I. 248, 325 3 51
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ORDER (A) APPROVING BID PROCEDURES FOR THE SALE OF CERTAIN OF THE DEBTORS' NONRESIDENTIAL REAL PROPERTY LEASES, (B) APPROVING RELATED ASSUMPTION AND ASSIGNMENT PROCEDURES, (C) SCHEDULING A SALE HEARING, AND (D) GRANTING CERTAIN RELATED RELIEF

Upon the Debtors' Motion for (I) an Order (A) Approving Bid Procedures For the Sale of Substantially All of the Debtors' Assets, (B) Approving Procedures For the Assumption and Assignment of Executory Contracts or Unexpired Leases in Connection with the Sale, (C) Scheduling a Sale Hearing and (D) Granting Certain Related Relief, and (II) an Order (A) Approving the Sale of the Debtors' Assets, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Certain Related Relief (the "Sale Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") seeking, among other things, the entry of an order approving the bid procedures attached hereto as **Exhibit 1** (the "Bid Procedures") in connection with the proposed assumption, assignment and sale (the "Sale") of the Debtors' unexpired leases of nonresidential real property (collectively, the "Commercial Leases"); it appearing that the relief requested, as modified

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Aerogroup International, Inc. (6119), AGI Holdco, Inc. (7087), Aerogroup International LLC (4658), Aerogroup International Holdings LLC (4312), Aerogroup Retail Holdings, Inc. (4650), and Aerogroup Gift Card Company, Inc. (7551). The mailing address for the Debtors, solely for purposes of notices and communications, is: 201 Meadow Road, Edison, New Jersey 08817.

² Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Sale Motion, the Bid Procedures, or this Court's final order permitting the Debtors to obtain post-petition financing [D.I. 231], as applicable.

herein, is in the best interests of the Debtors' estates, their creditors and other parties in interest; the Court having jurisdiction to consider the Bid Procedures Relief of the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Bid Procedures Relief being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Sale Motion having been adequate and appropriate under the circumstances; a hearing on the Bid Procedures Relief having been held by this Court; and after due deliberation and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Sale Motion is GRANTED as provided herein.
2. The Bid Procedures attached hereto as Exhibit 1 are fair and reasonable and appropriate under the circumstances and designed to maximize recovery on, and realize value of the Commercial Leases and are therefore approved. The Bid Procedures shall govern the submission, receipt and analysis of all bids relating to the Commercial Leases and any party desiring to submit a bid shall do so strictly in accordance with the terms of the Bid Procedures and this Order.
3. Sale Notice. The form of notice of the Auction and the Sale attached hereto as Exhibit 2 and as modified for any immaterial changes (the "Sale Notice") is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale and is therefore approved. Within one (1) day after the entry of this Order, or as soon thereafter as practicable (the "Mailing Date"), the Debtors (or their agents) shall serve the Sale Notice by e-mail (if known) and first-class mail, postage prepaid, upon (i) the U.S. Trustee; (ii) counsel to the Wells Fargo Bank, NA, as the ABL Agent, Choate, Hall, & Stewart LLP, Two International Place, Boston, Massachusetts 02110 (Attn: Kevin J. Simard), ksimard@choate.com; (iii) counsel to the THL Corporate Finance, Inc., as the Term Loan Agent, Paul Hastings LLP, 71 S. Wacker

Drive, Forty-Fifth Floor, Chicago, Illinois 60606 (Attn: Matthew Murphy), mattmurphy@paulhastings.com; (iv) Palladin Consumer Retail Products, Attn: John Lawrence, John Hancock Tower, 200 Clarendon Street, 26th Floor, Boston, MA 02116; (v) counsel to the Prepetition Senior Noteholders and the Prepetition Subordinated Noteholders, Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Jacqueline Marcus), jacqueline.marcus@weil.com; (vi) the Internal Revenue Service; (vii) the United States Attorney for the District of Delaware; (viii) counsel to the Committee; (ix) the DIP Secured Parties; (x) any party known or reasonably believed to have asserted any lien, claim or encumbrance or other interest in the Debtors' assets; (xi) any party known or reasonably believed to have expressed an interest in acquiring some or substantially all of the Debtors' assets; and (xii) any parties that have requested notice in these cases pursuant to Bankruptcy Rule 2002. Such notice shall be sufficient and proper notice of the Sale with respect to known interested parties and no other or further notice of the Auction or the Sale Hearing (as defined below) to such parties shall be required.

4. Sale Hearing. The hearing to approve the Sale of the Commercial Leases (the "Sale Hearing") will be held on December 28, 2017 at 11:00 a.m. (ET) and may be adjourned for any reason. Any such adjournment shall be effective upon the filing of a notice of adjournment or the making of an announcement at the Sale Hearing. No further notice of any such adjournment or continuance will be required to be provided to any party.

5. Sale Objection Deadline. The deadline for filing an objection to the Sale for any parties other than Landlords, shall be **December 22, 2017 at 11:00 a.m. (ET)** (the "Sale Objection Deadline"). Objections, if any, shall be in writing, filed with the Court and served upon: (i) co-counsel to the Debtors: (a) Ropes & Gray LLP, 1211 Avenue of the Americas, New

York, NY 10036-8704 (Attn: Gregg M. Galardi), gregg.galardi@ropesgray.com; and (b) Bayard, P.A., 600 N. King Street, Suite 400, Wilmington, DE 198013 (Attn: Scott D. Cousins and Erin R. Fay) scousins@bayardlaw.com, efay@bayardlaw.com; (ii) the U.S. Trustee; (iii) counsel to the Wells Fargo Bank, NA, as the ABL Agent, Choate, Hall, & Stewart LLP, Two International Place, Boston, Massachusetts 02110 (Attn: Kevin J. Simard), ksimard@choate.com; (iv) counsel to the THL Corporate Finance, Inc., as the Term Loan Agent, Paul Hastings LLP, 71 S. Wacker Drive, Forty-Fifth Floor, Chicago, Illinois 60606 (Attn: Matthew Murphy), mattmurphy@paulhastings.com; (v) Palladin Consumer Retail Products, Attn: John Lawrence, John Hancock Tower, 200 Clarendon Street, 26th Floor, Boston, MA 02116; (vi) counsel to the Prepetition Senior Noteholders and the Prepetition Subordinated Noteholders, Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Jacqueline Marcus), jacqueline.marcus@weil.com; (vii) counsel to the Committee, Cooley LLP (Attn: Michael Klein and Sarah A. Carnes), mklein@cooley.com and scarnes@cooley.com; and (viii) counsel to the DIP Lender, Arent Fox LLP, 1675 Broadway, New York, New York 10019 (Attn: Robert M. Hirsh, Esq.), Robert.Hirsh@arentfox.com, so that it is actually received on or before the Sale Objection Deadline (collectively, the "Objection Notice Parties").

6. Bid Deadline. The deadline for submitting Bids shall be **December 18, 2017 at 4:00 p.m. (ET)**. A Landlord may, but need not, submit a Bid on its own Commercial Lease prior to the Bid Deadline and may bid (credit and/or cash) on its own Commercial Lease at the Auction.

7. Bidding Results. As soon as practicable after the Bid Deadline, but no later than one (1) day after such deadline, the Debtors shall provide electronic notice on the case docket as to whether more than one Qualified Bid has been received and whether the Debtors will proceed

with the Auction. Such notice shall also contain a brief description of the Commercial Leases included in each Qualified Bid.

8. Auction. In the event that the Debtors receive more than one Qualified Bid or in the event the Debtors receive any Qualified Bid and the Landlord for the Commercial Lease(s) included in the Qualified Bid did not submit the Qualified Bid and wishes to participate in the Auction, the Debtors shall hold the Auction. The Auction may be telephonic or, if necessary, at the offices of Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, and shall commence on **December 27, 2017 at 10:00 a.m. (ET)** or at such later time (after consultation with the Consultation Parties) or other place as the Debtors shall timely notify the Qualified Bidders and any affected Landlords.

9. Auction Results. As soon as practicable after the Auction, but no later than two hours after conclusion of the Auction, the Debtors shall provide electronic notice of the results thereof on the case docket. Such notice will indicate the identity of the Successful Bidder(s) and any Back-up Bidder(s) and may be supplemented by a later notice attaching the proposed form of asset purchase agreement(s) and auction transcript.

10. Assumption and Assignment Procedures. The table attached hereto as **Exhibit 3** (also attached as Exhibit C to the Sale Motion, the "Commercial Lease Cure Table") lists the cure amount (the "Commercial Lease Cure Amount") that the Debtors believe is necessary to assume each such Commercial Lease pursuant to section 365 of the Bankruptcy Code. The notice of the Commercial Lease Cure Amount provided by the Commercial Lease Cure Table, together with the Sale Notice, provides counterparties to the Commercial Leases with proper notice of the intended assumption and assignment of the Commercial Leases, any cure amounts

relating thereto and procedures for objecting to assumption or assignment of the Commercial Leases.

11. Landlord Objection Deadline. Any objections by Landlords to the assumption and assignment of their Commercial Leases, including objections to the Commercial Lease Cure Amount, a lack of adequate assurance of future performance, or otherwise (a "Landlord Objection") need not be in writing and may be raised at the Sale Hearing, *provided, however*, that any objecting Landlord must advise Objection Notice Parties, the U.S. Trustee, and any applicable Bidder, in writing (which may be by electronic mail), of any objection to assumption and assignment of their Commercial Leases by **December 27, 2017 at 12:00 p.m. (ET)** (the "Cure Objection Deadline"). If no such objection is timely received and raised at the Sale hearing, the Cure Amount set forth on the Commercial Lease Cure Table shall be controlling notwithstanding anything to the contrary in any Commercial Lease or other document as of the date of this Order and any affected Landlord shall be deemed to have consented to the assumption and assignment of its Commercial Lease to the Successful Bidder and will be forever barred from objecting to such assumption and assignment on account of the Cure Amount, lack of adequate assurance or any other grounds. Any objection by a Landlord not resolved by the Sale Hearing may be adjourned to a later hearing date as fixed by the Court.

12. Adequate Assurance Information for Landlords. The Debtors will provide Landlords with adequate assurance information for any bidder whose bid includes the Debtors' rights under the affected Landlords' Commercial Lease within 24 hours after receiving such bid. Such information will be provided to Landlords, through their counsel, if any, by email, fax or overnight mail. Landlords shall keep such information confidential; provided, however, that Landlords may confidentially discuss and provide the information to their accountants, lawyers

and other consultants, as needed, to assess the information, and Landlords may disclose the information in an objection to the sale, as needed to preserve or assert their rights. Adequate assurance information for Landlords shall include not less than: (i) the specific name of the proposed assignee, the proposed tenant that will act as the assignee, and the proposed name under which the assignee intends to operate the store; (ii) the potential assignee's intended use for the space; (iii) any and all financial assurance information provided by the potential assignee to the Debtors; (iv) any and all retail information provided by the potential assignee to the Debtors to show ability to perform; (v) a contact person for the proposed assignee that Landlords may directly contact in connection with the adequate assurance of future performance; (vi) confirmation as to whether the proposed assignee is a "newco," and (vii) any other information that the Debtors may determine to include.

13. The hearing with respect to any Landlord Objections may be held (i) at the Sale Hearing, or (ii) on such other date as the Bankruptcy Court may designate. To the extent the Debtors and Landlord to a Commercial Lease are able to consensually resolve a Landlord Objection prior to the Sale Hearing, the Debtors shall promptly provide notice to the Committee, the U.S. Trustee and the Successful Bidder, as applicable, of such resolution.

14. The DIP Lender and each of the Prepetition Term Loan Credit Parties and the Prepetition Secured Note Credit Parties shall be considered a Qualified Bidder with respect to their rights to acquire all or any of the assets by credit bid, and any such credit bid submitted by the DIP Lender, the Prepetition Term Loan Credit Parties or the Prepetition Note Credit Parties shall be deemed a Qualified Bid (as defined herein). Further, a Landlord submitting a bid for its own Commercial Lease(s) shall be considered a Qualified Bidder with respect to such bid.

Notwithstanding the foregoing, all of the parties' rights are reserved under Bankruptcy Code section 363(k).

15. The requirements of Local Rule 6004-1(b) with respect to the filing of a copy of the proposed purchase agreement, or a form of such agreement substantially similar to the one the Debtors reasonably believe they will execute in connection with the proposed sale is hereby waived. The Debtors shall file a form of Sale Order as soon as practicable prior to a Sale Hearing.

16. The Debtors are authorized to execute and deliver all instruments and documents, and take such other action as may be necessary or appropriate to implement and effectuate the transactions contemplated by this order.

17. This Order shall be effective and enforceable immediately upon entry.

18. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: December 8, 2017
Wilmington, Delaware

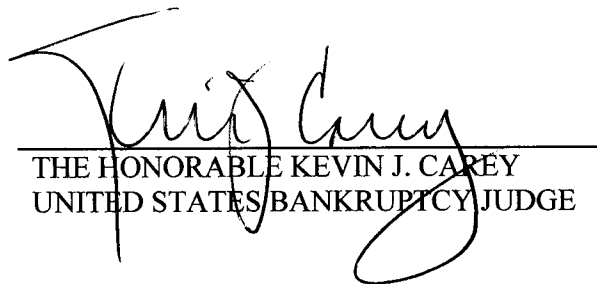

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bid Procedures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

AEROGROUP INTERNATIONAL,
INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 17-11962 (KJC)

(Jointly Administered)

BID PROCEDURES

These Bid Procedures (the "Bid Procedures") have been approved by an order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered on December [--], 2017 (the "Bid Procedures Order") in the above-captioned jointly administered chapter 11 cases of Aerogroup International, Inc. and certain of its affiliates, as debtors and debtors in possession in the above-captioned cases (the "Debtors"). These Bid Procedures set forth the process by which the Debtors are authorized to conduct the auction (the "Auction") for the assumption, assignment and sale of the Debtors' unexpired non-residential real property leases (the "Commercial Leases") pursuant to section 363 and 365 of the Bankruptcy Code (the "Sale").

Copies of the Bid Procedures Order, and other documents related thereto are available free of charge on the website of the Debtors' noticing and claims agent, Prime Clerk LLC ("Prime Clerk") at <https://cases.primeclerk.com/Aerosoles/>, or upon request by contacting Prime Clerk, by telephone at (844) 858-8887.

A. Bidder Requirements.

A party must submit the following documents in order to be a "Qualified Bidder"² and be allowed to participate in the bidding process and receive access to conduct due diligence:

- i. an executed confidentiality agreement on terms reasonably acceptable to the Debtors (a "Confidentiality Agreement");

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Aerogroup International, Inc. (6119), AGI Holdco, Inc. (7087), Aerogroup International LLC (4658), Aerogroup International Holdings LLC (4312), Aerogroup Retail Holdings, Inc. (4650), and Aerogroup Gift Card Company, Inc. (7551). The mailing address for the Debtors, solely for purposes of notices and communications, is: 201 Meadow Road, Edison, New Jersey 08817.

² The DIP Lender (as defined below) and each of the Prepetition Term Loan Credit Parties and the Prepetition Secured Note Credit Parties (as defined in the Bid Procedures Order) shall be considered a Qualified Bidder with respect to their rights to acquire all or any of the assets by credit bid, and any such credit bid submitted by the DIP Lender, the Prepetition Term Loan Credit Parties or the Prepetition Note Credit Parties shall be deemed a Qualified Bid (as defined herein). Notwithstanding the foregoing, all of the parties' rights are reserved under Bankruptcy Code section 363(k).

- ii. proof by the bidder (the "Proposed Bidder") of its financial capacity to close a proposed transaction, including payment of any cure amount with respect to any assigned Commercial Leases, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Proposed Bidder (or, if the Proposed Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach), the adequacy of which the Debtors and its advisors will determine in consultation with (i) Polk 33 Lending, LLC (the "DIP Lender"), (ii) THL Corporate Finance, Inc. (the "Prepetition Term Loan Agent"), and (iii) the official committee of unsecured creditors (the "Committee" and, together with the DIP Lender and the Prepetition Term Loan Agent, the "Consultation Parties");

B. Bid Requirements.

In order to be eligible to participate in the Auction, a Qualified Bidder must, on or before the December 18, 2017 at 4:00 p.m. (ET) (the "Bid Deadline") deliver a written offer which provides, or otherwise complies with, the items noted below (any such offer, a "Qualified Bid" and the corresponding documents submitted therewith, the "Bid Documents");

- i. Identifies the Commercial Lease(s) to be purchased;
- ii. Identifies the proposed form of adequate assurance of future performance with respect to the assumed Commercial Leases; provided, however, that any Landlord submitting a bid solely with respect to its own Commercial Lease(s), need not provide such information;
- iii. Constitutes a binding proposal regarding the Commercial Leases sought to be acquired and the consideration to be paid;
- iv. Remains irrevocable until 48 hours after the Sale Hearing;
- v. Is not subject to any break up fee, transaction fee, termination fee, expense reimbursement or any similar type of payment or reimbursement; and
- vi. Is accompanied by a good faith deposit in the amount of 10% of the proposed purchase price.³

The Bid Documents shall be delivered to the following parties:

- Ropes & Gray LLP
Gregg M. Galardi
Alex McGee
1211 Avenue of the Americas
New York, NY 10036
gregg.galardi@ropesgray.com
alex.mcgee@ropesgray.com

³ The Debtors may waive the deposit requirement for bidders that submit credit bids.

- Bayard, P.A.
Scott D. Cousins
Erin R. Fay
600 N. King Street, Suite 400
Wilmington, Delaware 19801
scousins@bayardlaw.com
efay@bayardlaw.com
- Berkeley Research Group, LLC
Mark Weinsten
David Bernstein
75 State Street, 18th Floor
Boston, MA 02109
mweinsten@thinkbrg.com
dbernstein@thingbrg.com
- Piper Jaffray & Co.
Richard Shinder
345 Park Avenue, Suite 1200
New York, NY 10154
Richard.j.shinder@pjc.com

The Debtors shall provide copies of all Qualified Bids to the Consultation Parties as soon as reasonably practicable after such bids have been received by the Debtors. The Debtors will be authorized to approve joint bids in the Debtors' exercise of their reasonable good faith business judgment.

Prior to the Auction, the Debtors shall determine, in consultation with their advisors and the Consultation Parties, and notify each Proposed Bidder whether such Proposed Bidder is deemed a "Qualified Bidder" and has submitted acceptable Bid Documents such that their bid is deemed a "Qualified Bid."

C. Bids by Landlords.

A Landlord may, but need not, submit a bid on its own Commercial Lease(s) prior to the Bid Deadline. Regardless of whether a Landlord submits a bid before the Bid Deadline, Landlords may bid on their own Commercial Lease(s) at the Auction. A Landlord submitting a bid, at or before the Auction, for its own Commercial Lease(s) shall be considered a Qualified Bidder. No deposit will be required as to any non-cash component of a bid submitted by a Landlord with respect to its own Commercial Lease(s). A Landlord may credit bid any portion of its alleged cure amount, which amount must be reasonably acceptable to the Debtors and the Landlord, or as determined by the Court. Unless the Debtors dispute the cure amount, the Landlord will receive a dollar-for-dollar credit in the amount of the credit bid related to a particular Commercial Lease when such Landlord bids for such Commercial Lease. If a Landlord is the Successful Bidder for its Commercial Lease(s), it must execute a lease termination agreement in a form acceptable to the Debtors.

D. Access to Due Diligence.

Only Qualified Bidders shall be eligible to receive due diligence and access to additional non-public information. The Debtors along with their advisors shall coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders; *provided, however*, the Debtors may decline to provide such information to Qualified Bidders who, in the Debtors' reasonable business judgment and following consultation with the Consultation Parties, have not established that such Qualified Bidders intend in good faith to, or have the capacity to, consummate a Qualified Bid.

Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Debtors' assets and liabilities that are the subject of the Auction prior to making any such bids; that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets in making its bid; and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise regarding the Debtors' assets or liabilities, or the completeness of any information provided in connection therewith, except as expressly stated in these Bid Procedures. Neither the Debtors nor any of their employees, officers, directors, affiliates, subsidiaries, representatives, agents, advisors or professionals are responsible for, and shall bear no liability with respect to, any information obtained by Proposed Bidders in connection with the Sale.

E. Auction.

In the event that the Debtors receive more than one Qualified Bid or in the event the Debtors receive one Qualified Bid and the Landlord for the Commercial Lease(s) included in any Qualified Bid did not submit the Qualified Bid and wishes to participate in the Auction, the Debtors shall hold the Auction. The Auction may be telephonic or, if necessary, at the offices of Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, and shall commence on December 27, 2017 at 10:00 a.m. (ET) or at such later time (after consultation with the Consultation Parties) or other place as the Debtors shall timely notify the Qualified Bidders and any affected Landlords. Parties other than Qualified Bidders and the Consultation Parties that wish to attend the Auction must provide the Debtors' counsel with notice of such intent by December 21, 2017.

The Auction will be conducted in accordance with the following procedures (the "Auction Procedures"):

- i. only the Qualified Bidders shall be entitled to bid at the Auction;
- ii. after consulting with the Consultation Parties, the Debtors will announce the starting bid(s) at the commencement of the Auction;
- iii. the Debtors will announce what the bidding increments are at the Auction, after consultation with the Consultation Parties, which may be modified as necessary to the extent the Debtors deem appropriate;
- iv. each Qualified Bidder will be informed of the terms of the previous bids;

- v. the bidding may be transcribed or videotaped to ensure an accurate recording of the bidding at the Auction;
- vi. each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the Sale; and
- vii. absent irregularities in the conduct of the Auction, the Bankruptcy Court will not consider bids made after the Auction is closed; and the Auction shall be governed by such other Auction Procedures as may be announced by the Debtors after consultation with its advisors and the Consultation Parties from time to time on the record at the Auction.

F. Selection of the Successful Bid.

Upon the conclusion of the Auction (if such Auction is conducted), the Debtors, in the exercise of their reasonable, good-faith business judgment, and in consultation with the Consultation Parties, shall identify the highest or otherwise best Qualified Bid(s) that in the exercise of their fiduciary duties the Debtors in good faith believe is in the best interests of the Debtors' estates and stakeholders, which will be determined by considering, among other things:

- i. the total expected consideration to be received by the Debtors;
- ii. the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; and
- iii. the expected net benefit to the estate.

The Qualified Bidder(s) having submitted a Successful Bid(s) will be deemed the "Successful Bidder(s)." The Debtors, in consultation with the Consultation Parties may also designate the Back-Up Bid (as defined below). The Successful Bidders and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments or other documents evidencing and containing the terms upon which such Successful Bids were made.

As soon as reasonably practicable following the Auction and before the Sale Hearing, the Debtors will file a notice of Successful Bidder(s) with the Bankruptcy Court. The Debtors will present the results of the Auction to the Bankruptcy Court at the Sale Hearing, at which certain findings will be sought from the Bankruptcy Court regarding the Auction, including, among other things, that (a) the Auction was conducted, and the Successful Bidder(s) was selected, in accordance with these Bid Procedures, (b) the Auction was fair in substance and procedure, (c) the Successful Bid was a Qualified Bid as defined in these Bid Procedures, and (d) consummation of the Successful Bid will provide the highest or otherwise best value for the Debtors' assets and is in the best interests of the Debtors' estates.

G. Sale Hearing.

A hearing to consider approval of the Successful Bid(s) (the "Sale Hearing") is presently scheduled to take place on December 28, 2017 at 11:00 a.m. (ET), or as soon thereafter as counsel may be heard. The Sale Hearing may be adjourned to a later date by the Debtors for any reason. Any such adjournment shall be effective upon the filing of a notice of adjournment or the making of an announcement at the Sale Hearing. No further notice of any such adjournment or continuance will be required to be provided to any party.

H. Designation of Back-Up Bidder.

If for any reason the Successful Bidder fails to consummate the Successful Bid within the time permitted after the entry of the Sale Order approving the Sale to the Successful Bidder, then the Qualified Bidder with the second highest or otherwise best Bid (the "Back-Up Bidder"), as determined by the Debtors after consultation with their advisors, and in consultation with the Consultation Parties, at the conclusion of the Auction and announced at that time to all the Qualified Bidders participating therein, will automatically be deemed to have submitted the highest or otherwise best bid (the "Back-Up Bid").

If the Debtors intend to proceed with a Back-Up Bid, the Court shall schedule a separate objection deadline and hearing to address any issues concerning the Back-Up Bid. Upon designation of the Back-Up Bidder at the Auction, the Back-Up Bid shall remain open until the closing of the Successful Bid.

I. Return of Good Faith Deposit.

The Good Faith Deposit of the Successful Bidder shall, upon consummation of the Successful Bid, be credited to the purchase price paid for Debtors' Assets. If the Successful Bidder fails to consummate the Successful Bid, then the Good Faith Deposit shall be forfeited to, and retained irrevocably by, the Debtors.

The Good Faith Deposit of any unsuccessful Qualified Bidders will be returned within ten (10) days after consummation of the Sale.

J. Reservation of Rights.

The Debtors reserve their rights to modify these Bid Procedures, in consultation with the Consulting Parties, in any manner that will best promote the goals of the bidding process or impose, at or prior to the Auction, additional customary terms and conditions on the Sale.

Notwithstanding anything herein or in the Bid Procedures Order to the contrary, nothing will in any way impair or enhance, alter or otherwise affect any and all rights that any secured lender or other secured party may have to "credit bid" pursuant to section 363(k) of the Bankruptcy Code or other applicable law.

Exhibit 2

Sale Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

AEROGROUP INTERNATIONAL,
INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 17-11962 (KJC)

(Jointly Administered)

NOTICE OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on November 7, 2017, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for (I) an Order (A) Approving Bid Procedures For the Sale of Substantially All of the Debtors' Assets, (B) Approving Procedures For the Assumption and Assignment of Executory Contracts or Unexpired Leases in Connection with the Sale, (C) Scheduling a Sale Hearing and (D) Granting Certain Related Relief, and (II) an Order (A) Approving the Sale of the Debtors' Assets, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Certain Related Relief* (the "Sale Motion").² Following the filing of the Sale Motion, the Debtors determined to limit the relief requested to relate to bids and procedures for assumption, assignment and sale of their unexpired nonresidential real property leases (the "Commercial Leases") following an auction free and clear of all liens, claims, encumbrances and other interests pursuant to sections 363 and 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on December 7, 2017, the Bankruptcy Court entered an order (the "Bid Procedures Order") approving certain bid procedures related to the Commercial Leases (the "Bid Procedures") and setting key dates and times related to the assumption, assignment and sale of the Commercial Leases. All interested parties should carefully read the Bid Procedures Order and the Bid Procedures. To the extent that there are any inconsistencies between the Bid Procedures Order (including the Bid Procedures) and the summary description of its terms and conditions contained in this Notice of Auction and Sale Hearing, the terms of the Bid Procedures Order shall control.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bid Procedures, in the event that the Debtors receive more than one Qualified Bid or in the event the Debtors receive one Qualified Bid and the Landlord for the Commercial Lease(s) included in any Qualified Bid did not submit the Qualified Bid and wishes to participate in the Auction, the

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Aerogroup International, Inc. (6119), AGI Holdco, Inc. (7087), Aerogroup International LLC (4658), Aerogroup International Holdings LLC (4312), Aerogroup Retail Holdings, Inc. (4650), and Aerogroup Gift Card Company, Inc. (7551). The mailing address for the Debtors, solely for purposes of notices and communications, is: 201 Meadow Road, Edison, New Jersey 08817.

² Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Sale Motion or the Bid Procedures, as applicable.

Debtors shall hold the Auction. The Auction be telephonic or, if necessary, at the offices of Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, and shall commence on **December 27, 2017 at 10:00 a.m. (ET)** or at such later time (after consultation with the Consultation Parties) or other place as the Debtors shall timely notify the Qualified Bidders and any affected Landlords. The Debtors may adjourn or cancel the Auction pursuant to the Bid Procedures.

PLEASE TAKE FURTHER NOTICE that a hearing will be held to approve the sale(s) of the Commercial Leases to the Successful Bidder(s) (the "Sale Hearing") before the Honorable Kevin J. Carey, United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801, 5th Floor, Courtroom #5, on December 28, 2017 at 11:00 a.m. (prevailing Eastern Time), or at such time thereafter as counsel may be heard or at such other time as the Bankruptcy Court may determine. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by filing a notice on the Court's docket for these Chapter 11 cases or the making of an announcement at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that objections to the Sale(s) by any party other than a Landlord, shall be filed and served so as to be received no later than **December 22, 2017 at 11:00 a.m. (ET)** by (i) co-counsel to the Debtors: (a) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036-8704 (Attn: Gregg M. Galardi), gregg.galardi@ropesgray.com; and (b) Bayard, P.A., 600 N. King Street, Suite 400, Wilmington, DE 198013 (Attn: Scott D. Cousins and Erin R. Fay) scousins@bayardlaw.com, efay@bayardlaw.com; (ii) the U.S. Trustee; (iii) counsel to the Wells Fargo Bank, NA, as the ABL Agent, Choate, Hall, & Stewart LLP, Two International Place, Boston, Massachusetts 02110 (Attn: Kevin J. Simard), ksimard@choate.com; (iv) counsel to the THL Corporate Finance, Inc., as the Term Loan Agent, Paul Hastings LLP, 71 S. Wacker Drive, Forty-Fifth Floor, Chicago, Illinois 60606 (Attn: Matthew Murphy), mattmurphy@paulhastings.com; (v) Palladin Consumer Retail Products, Attn: John Lawrence, John Hancock Tower, 200 Clarendon Street, 26th Floor, Boston, MA 02116; (vi) counsel to the Prepetition Senior Noteholders and the Prepetition Subordinated Noteholders, Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Jacqueline Marcus), jacqueline.marcus@weil.com; (vii) counsel to the Committee, Cooley LLP (Attn: Michael Klein and Sarah A. Carnes), mklein@cooley.com and scarnes@cooley.com; and (viii) counsel to the DIP Lender, Arent Fox LLP, 1675 Broadway, New York, New York 10019 (Attn: Robert M. Hirsh, Esq.), Robert.Hirsh@arentfox.com (collectively, the "Objection Notice Parties").

PLEASE TAKE FURTHER NOTICE that any objections by Landlords to the assumption and assignment of their Commercial Leases, including objections to the Commercial Lease Cure Amount, a lack of adequate assurance of future performance, or otherwise (a "Landlord Objection") need not be in writing and may be raised at the Sale Hearing, *provided, however*, that any objecting Landlord must advise the Objection Notice Parties, the U.S. Trustee, and any applicable Bidder, in writing (which may be by electronic mail), of any objection to assumption and assignment of their Commercial Leases by **December 27, 2017 at 12:00 p.m. (ET)** (the "Cure Objection Deadline"). If no such objection is timely received and raised at the Sale hearing, the Cure Amount set forth on the Commercial Lease Cure Table shall be controlling notwithstanding anything to the contrary in any Commercial Lease or other document as of the date of this Order and any affected Landlord shall be deemed to have consented to the assumption and assignment of its Commercial Lease to the Successful Bidder and will be forever barred from objecting to such assumption and assignment on account of the Cure Amount, lack of adequate

assurance or any other grounds. Any objection by a Landlord not resolved by the Sale Hearing may be adjourned to a later hearing date as fixed by the Court.

PLEASE TAKE FURTHER NOTICE that this Notice of Auction and Sale Hearing is subject to the full terms and conditions of the Sale Motion, Bid Procedures Order and Bid Procedures, which shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety. A copy of the Sale Motion, Bid Procedures and/or Bid Procedures Order may be obtained by calling the Debtors' claims and notice agent, Prime Clerk LLC at (844) 858-8887 or by visiting <https://cases.primeclerk.com/Aerosoles/>.

Dated: December [--], 2017
Wilmington, Delaware

BAYARD, P.A.

/s/ _____
Scott D. Cousins (No. 3079)
Erin R. Fay (No. 5268)
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-and-

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*Co-Counsel for the Debtors
and Debtors in Possession*

Exhibit 3

Commercial Lease Cure Table

	Landlord	Landlord Address	Property Address	Cure Amount ¹
1	1700 Walnut Street Associates	1700 Walnut Associates c/o John J. Turchi, Jr. 1700 Walnut St. Philadelphia, PA 19103	Walnut Street 1700 Walnut Street Philadelphia, PA	\$0
2	A.Recknagel	A. Recknagel, Inc. c/o The Goldstein Group 28-23 Steinway St. Long Island City, NY 11103	Steinway St. 30-29 Steinway Street Long Island City, NY	\$4327.64
3	Bentall Capital	City Centre Associates c/o General Manager 1450 Fifth Avenue, Suite 450 Seattle, WA 98101	Downtown Seattle 1420 5th Avenue Seattle, WA	\$1256.5
4	BLDG Mgmt	ALGM Leasehold II LLC c/o Emmes Realty Services, Inc. 420 Lexington Ave. New York, NY Attn: Legal Department	34th Street 36 West 34th Street New York, NY	\$0
5	BLDG Mgmt	BLDG Management Co., Inc. 417 5th Ave., 4th Floor New York, NY 10016	Harlem 200 West 125th Street New York, NY	\$12323.53
6	Codding Enterprise	G. David Codding, Owner Montgomery Village, LP 911 Village Court Santa Rosa, CA 95405	Montgomery Village 723 Village Court Santa Rosa, CA	\$3035.48
7	Cord Meyer Development	Cord Meyer Development, LLC 111-15 Queens Blvd. Forest Hills, NY 11375	Bay Terrace Shopping Center 212-47 26th Avenue Bayside, NY	\$5534.82
8	Cord Meyer Development	Cord Meyer Development, LLC 111-15 Queens Blvd. Forest Hills, NY 11375	Forest Hills 107-22 Continental Avenue Queens, NY	\$0
9	Cord Meyer Development	Vernon Hills Shopping Center, LLC 700 White Plains Road Scarsdale, NY 10583	Vernon Hills 688 White Plains Road Scarsdale, NY	\$4663.75

¹ These amounts do not include stub rent, which the Debtors will pay in compliance with the budget approved in connection with the pursuant to the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing and Grant Security Interests and Superpriority Administrative Expense Status with Respect to the DIP Collateral; (II) Granting Adequate Protection to the Prepetition Secured Credit Parties; (III) Modifying the Automatic Stay; (IV) Authorizing the Debtors to Enter Into Agreements with Polk 33 Lending, LLC; (V) Authorizing Use of Cash Collateral; and (VI) Granting Related Relief* [D.I. 231].

	Landlord	Landlord Address	Property Address	Cure Amount ¹
10	Denville Union Hill LLC	Denville Union Hill, LLC c/o RPAI US Management, LLC 2021 Spring Road, Suite 200 Oak Brook, IL 60523 Attn: President, Eastern Division	The Shoppes At Union Hill 3056 State Route 10 West Denville, NJ	\$2281.69
11	Deutsche Asset & Wealth Management	RREEF America REIT II Corp. HH c/o RREEF 200 Crescent Court, Suite 560 Dallas, TX 75201	City Place At The Promenade 68 the Promenade Edgewater, NJ	\$2090.43
12	Equity One LLC	Southbury 84 Associates Limited Partnership c/o Miller & Favazzo Properties, Inc 27 Congress St. Salem, MA 01970	Southbury Green Shopping Center 775 Main Street South Southbury, CT	\$2154.33
13	Federal Realty Investment Trust	Brook 35, LLC 225 108th Ave. N.E., Suite 520 Bellevue, WA 98004 425/990-1200	Brook 35 Plaza 2150 Highway 35 Sea Girt, NJ	\$2146.67
14	Federal Realty Investment Trust	Route 35 Shrewsbury, LP c/o The Grove at Schrewsbury 10500 N.E. 8th Street, Suite 850 Bellvue, WA 98004	The Grove At Shrewsbury 603 Route 35 Shrewsbury, NJ	\$3661.71
15	GGP Limited Partnership	Christiana Mall, LLC c/o Christiana Mall 110 North Wacker Drive Chicago, IL 60606 Attn: Law/Leasing Dept	Christiana Mall 132 Christiana Mall Newark, DE	\$2333.21
16	GGP Limited Partnership	Fashion Show Mall, LLC c/o Fashion Show 110 N. Wacker Dr. Chicago, IL. 60606 Attn: Law/Lease Department	Fashion Show Mall 3200 Las Vegas Blvd South Las Vegas, NV	\$5783.55
17	GGP Limited Partnership	GGP SI Mall, LLC c/o Staten Island Mall - Phase 1 110 North Wacker Drive Chicago, IL 60606 Attn: Law/Leasing Dept	Staten Island Mall 2655 Richmond Avenue Staten Island, NY	\$4277.78
18	GGP Limited Partnership	Southpoint Mall, LLC 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department	Streets At Southpoint 6910 Fayetteville Road Durham, NC	\$1629.47
19	GGP Limited Partnership	Towson Town Center c/o Towson TC, LLC 110 North Wacker Drive Chicago, IL 60606 Attn: Law/Leasing Dept	Towson Town Center 825 Dulaney Valley Road Towson, MD	\$2290.85

	Landlord	Landlord Address	Property Address	Cure Amount ¹
20	The Trustees of Columbia University in the City of New York	Columbia University, Deputy Vice President, Institutional Real Estate 400 West 119th St. New York, NY 10027	Broadway + 113th 2913A Broadway New York, NY	\$4901.46
21	Howard Hughes	The Howard Hughes Corp One Galleria Tower, 22nd Floor 13355 Noel Road Dallas, TX 75240	Riverwalk Marketplace 500 Port of New Orleans Place New Orleans, LA	\$2106.6
22	Irvine Co. LLC	Attn: General Counsel, Retail Properties The Irvine Company, LLC 100 Innovation Irvine, CA 92617	Fashion Island 1075 Newport Center Drive Newport Beach, CA	\$7019.03
23	Lillian Walsdorf Trust	GWS 206 Main St. 770 New York Ave. Huntington, NY 11743	Huntington 086 260 Main Street Huntington, NY	\$2947.26
24	Macerich Company	Fashion Outlets of Chicago, LLC 5220 Fashion Outlets Way, Suite 230 Rosemont, IL 60018	Fashion Outlets Rosemont 5220 Fashion Outlet Way Rosemont, IL	\$3771.97
25	Macerich Company	Brooklyn Queens Plaza, LLC Management Office 5100 Kings Plaza Brooklyn, NY 11234 Attn: Property Manager	Kings Plaza Mall 5394 Kings Plaza Brooklyn, NY	\$4375.37
26	Macerich Company	Queens Center SPE, LLC 90-15 Queens Blvd Elmhurst NY 11373 Attn: Management Office	Queens Center 90-15 Queens Blvd Elmhurst, NY	\$10376.8
27	Madison Marquette	Bay St. Partners, LLC 7 West 7th St., 16th Floor Cincinnati, OH 45202	Bay Street 5643 Bay Street Emeryville, CA	\$3584.39
28	Miromar Development Phase III, LLC	Miromar Development Corp. 10801 Cork Screw Road, Suite 305 Estero, FL 33928	Miromar Outlets 10801 Corkscrew Road Estero, FL	\$4053.62
29	MTA/Greystone Mgmt	Metropolitan Transportation Authority 2 Broadway, 4th Floor New York, NY 10004 Attn: Director, Real Estate	2 Broadway 2 Broadway New York, NY	\$5983.6

	Landlord	Landlord Address	Property Address	Cure Amount ¹
30	New England Development	Palm Beach Mall Holdings, LLC c/o New England Development 75 Park Plaza Boston, MA 02116 Attn: Diane MacMillan	Palm Beach Outlets 1781 Palm Beach Lakes Blvd West Palm Beach, FL	\$3111.11
31	Peterson Companies	Fairfax Corner Retail, LLC c/o The Peterson Companies 12500 Fair Lakes Circle, Suite 400 Fairfax, VA 22033 Attn: General Counsel, Retail	Fairfax Corner 11945 Grand Commons Avenue Fairfax, VA	\$1400
32	RCPI Landmark Properties	RCPI Landmark Properties, LLC c/o Tishman Speyer Properties, LP 30 Rockefeller Plaza New York, NY 10111 Attn: Property Manager - 30 Rockefeller Plaza	Rockefeller Center 1250 Ave. of the Americas New York, NY	\$0
33	Relide Realty Co.	Relide Realty Co. 15 Maiden Lane New York, NY 10038	John Street 18 John Street New York, NY	\$5099.39
34	Simon Property Group, Inc.	Arundel Mills c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Arundel Mills 7000 Arundel Mills Circle Hanover, MD	\$2658.11
35	Simon Property Group, Inc.	Carolina Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Carolina Premium Outlets 1247 Outlet Center Drive Smithfield, NC	\$1391.06
36	Simon Property Group, Inc.	Chicago Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Chicago Premium Outlets 1650 Premium Outlets Blvd Aurora, IL	\$6520.43
37	Simon Property Group, Inc.	Citadel Outlet c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Citadel Outlet 100 Citadel Drive Los Angeles, CA	\$4780.31
38	Simon Property Group, Inc.	Concord Mills c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Concord Mills 8111 Concord Mills Blvd Concord Place, NC	\$1512.91
39	Simon Property Group, Inc.	Florida Mall Associates, LTD. c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Florida Mall 8001 S. Orange Blossom Trail Orlando, FL	\$6611.73

	Landlord	Landlord Address	Property Address	Cure Amount¹
40	Simon Property Group, Inc.	Jackson Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Jackson Premium Outlets 537 Monmouth Road Jackson, NJ	\$4241.4
41	Simon Property Group, Inc.	JG Elizabeth II, LLC c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Jersey Gardens 651 Kapkowski Road Elizabeth, NJ	\$3594.97
42	Simon Property Group, Inc.	Las Americas Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Las Americas Premium Outlets 4155 Camino Del La Plaza San Ysidro, CA	\$1779.17
43	Simon Property Group, Inc.	Leesburg Corner Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Leesburg Corner Premium Outlets 241 Fort Evans Road NE Leesburg, VA	\$4012.02
44	Simon Property Group, Inc.	Mall of Georgia, LLC c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Mall of Georgia 3333 Buford Drive Buford, GA	\$2132.49
45	Simon Property Group, Inc.	Shopping Center Associates c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Menlo Park Mall 100 Menlo Park Drive Edison, NJ	\$0
46	Simon Property Group, Inc.	Merrimack Outlet NH c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Merrimack Outlet NH 80 Premium Outlets Blvd Merrimack, NH	\$2901.58
47	Simon Property Group, Inc.	North Georgia Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	North Georgia Premium Outlets 800 Highway 400 South Dawsonville, GA	\$2632.56
48	Simon Property Group, Inc.	Orlando Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Orlando Premium Outlets 8200 Vineland Avenue Orlando, FL	\$10383.55
49	Simon Property Group, Inc.	Philadelphia Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Philadelphia Premium Outlets 18 West Lightcap Road Pottstown, PA	\$3962.89
50	Simon Property Group, Inc.	South Vegas Outlet c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	South Vegas Outlets 7400 S. Las Vegas Blvd Las Vegas, NV	\$4994.73

	Landlord	Landlord Address	Property Address	Cure Amount ¹
51	Simon Property Group, Inc.	Southpark Mall Limited Partnership c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Southpark Mall 4400 Sharon Road Charlotte, NC	\$3238.97
52	Simon Property Group, Inc.	St Augustine Outlet Center c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	St. Augustine Outlet Center 2700 State Road 16 St. Augustine, FL	\$2539.29
53	Simon Property Group, Inc.	The Crossings Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	The Crossings Premium Outlets 1000 Premium Outlets Drive Tannersville, PA	\$4622.14
54	Simon Property Group, Inc.	Wrentham Village Premium Outlets c/o M.S. Management Associates Inc. 225 W. Washington St. Indianapolis, IN 46204-3438	Wrentham Village Premium Outlets Premium Outlet Blvd Wrentham, MA	\$4585.49
55	Starwood Retail Partners LLC	Starwood Retail Property Management, LLC 1 East Wacker Drive, Suite 3700 Chicago, IL 60601 Attn: Lease Coordinator	MacArthur Center 300 Monticello Avenue Norfolk, VA	\$0
56	Tanger Properties	Tanger Properties, LP 3200 Northline Ave., Suite 305 Greensboro, NC 27408 Attn: Legal Dept	Deer Park Outlets 152 The Arches Circle Deer Park, NY	\$2194.27
57	Tanger Properties	Tanger National Harbor, LLC Tanger Properties, LP 3200 Northline Ave., Suite 305 Greensboro, NC 27408 Attn: Legal Dept	National Harbor Outlets 6800 Oxon Hill Road National Harbor, MD	\$3217.08
58	Tanger Properties	Tanger Properties, LP 3200 Northline Ave., Suite 305 Greensboro, NC 27408 Attn: Legal Dept	Riverhead 1770 West Main Street Riverhead, NY	\$5507.64
59	Tanger Properties	Outlet Mall of Savannah, LLC c/o Tanger Outlet Center Tanger Properties, LP 3200 Northline Ave., Suite 305 Greensboro, NC 27408 Attn: Legal Dept	Savannah 200 Tanger Outlet Pooler, GA	\$2230.29
60	Tanger Properties	Tanger Properties, LP 3200 Northline Ave., Suite 305 Greensboro, NC 27408 Attn: Legal Dept	Tanger Factory Outlet Center 10835 Kings Road Myrtle Beach, SC	\$2684.83

	Landlord	Landlord Address	Property Address	Cure Amount¹
61	The Forbes Company	Forbes Taubman Orlando, LLC 100 Galleria Officentre, Suite 427 Southfield, MI 48034	The Mall at Millenia 4200 Conroy Road Orlando, FL	\$6805.55
62	The Taubman Company	Taubman 200 East Long Lake Road, Suite 300 Bloomfield, MI 48304-2324 Attn: Lease/Law Administration	Dolphin Mall 11401 NW 12th Street Miami, FL	\$4474.72
63	Thor Equities	Thor Palmer House Retail, LLC c/o Thor Equities 25 W. 39th Street, 16th Floor New York, NY 10018	Palmer House Hilton 109 South State Street Chicago, IL	\$8149.17
64	TS 405 Lexington Owner LLC	TS 405 Lexington Owner, LLC c/o Tishman Properties, LP 45 Rockefeller Plaza, 7th Floor New York, NY 10111 Attn: General Counsel	Chrysler Building 137 East 42nd Street New York, NY	\$0
65	Upper Pontalba Building Restoration Corp.	Upper Pontalba Building Restoration Corporation 1008 N. Peters St. New Orleans, LA 70116	French Quarter 510 St. Peter Street New Orleans, LA	\$1613.73
66	YTC Mall Owner, LLC	Yorktown Holdings, LLC c/o Long-Pehrson Associates, LLC 203 Yorktown Lombard, IL 60148	Yorktown Mall 203 Yorktown Road Lombard, IL	\$1841.78