

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11  
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 FREDERICK’S OF HOLLYWOOD, INC., *et al.*,<sup>1</sup> : Case No. 15-\_\_\_\_\_ (\_\_\_)  
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 Debtors. : (Joint Administration Requested)  
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**DEBTORS’ FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS (I) TO REJECT CERTAIN UNEXPIRED NON-RESIDENTIAL REAL PROPERTY LEASES PURSUANT TO 11 U.S.C. § 365, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE, AND (II) ABANDON ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES**

**THIS MOTION SEEKS TO REJECT CERTAIN UNEXPIRED LEASES. PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND THEIR LEASES ON EXHIBIT 1 TO THE PROPOSED ORDER ATTACHED HERETO. PLEASE REVIEW THIS MOTION IN ITS ENTIRETY, INCLUDING EXHIBIT 1 TO THE PROPOSED ORDER ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.**

Frederick’s of Hollywood, Inc. and its affiliated debtors and debtors in possession (each, a “Debtor” and, collectively, the “Debtors”) hereby file this motion (the “Motion”) seeking entry of an order (the “Order”), pursuant to sections 365(a) and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), and rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), substantially in the form attached hereto as Exhibit A, (i) authorizing the rejection of certain unexpired leases of non-residential real property for certain of the premises leased by the Debtors

<sup>1</sup> The debtors in these chapter 11 cases and the last four digits of each debtor’s taxpayer identification number are as follows: (i) FOHG Holdings, LLC (7902); (ii) Frederick’s of Hollywood Group Inc. (3042); (iii) FOH Holdings, Inc. (5442); (iv) Frederick’s of Hollywood, Inc. (6265); (v) Frederick’s of Hollywood Stores, Inc. (8882); and (vi) Hollywood Mail Order, LLC (5205). The debtors’ principal offices are located at 6464 W. Sunset Blvd., Suite 1150, Los Angeles, CA 90028.



(collectively, the “Leased Premises”), each as set forth on **Exhibit 1** to the Order, effective *nunc pro tunc* to the Petition Date (defined below), and (ii) authorizing the Debtors to abandon any remaining personal property located at the Leased Premises. In support of this Motion, the Debtors respectfully represent as follows:

**Jurisdiction**

1. This court (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution.
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**Background**

3. On April 19, 2015 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner and no committee has been appointed or designated in these chapter 11 cases. The Debtors’ request for joint administration of these chapter 11 cases for procedural purposes only is currently pending.
4. Tracing their origins to 1946, the Debtors sell high quality women’s apparel and related products under their proprietary Frederick’s of Hollywood® brand. Since their inception, the Debtors have remained a market leader and innovator in the female fashion and lingerie industry. The Debtors’ major merchandise categories are foundations (including various types of undergarments), lingerie (including daywear and sleepwear), ready-to-wear (dresses and sportswear, including denim), and fragrance and accessories (including shoes, handbags, jewelry, personal care products, and novelties). At their height, the Debtors operated over 200 retail

stores across the United States, as well as maintained a robust mail catalog and an e-commerce business through their website at [www.fredericks.com](http://www.fredericks.com).

5. The Debtors were compelled to commence these chapter 11 cases amidst a sustained decline in operating revenue attributable to increased competition from other apparel retailers and brands, decreased foot traffic in shopping malls, and weak discretionary spending by target consumers due to the recent economic downturn. This confluence of factors, together with the rising cost of wholesale inventory and onerous real property lease terms, ultimately resulted in the cessation of the Debtors' retail store operations prior to the Petition Date.

6. Through these chapter 11 cases, the Debtors seek to effectuate a sale of their e-commerce business – including their intellectual property and remaining inventory – pursuant to a competitive bidding process that will maximize value for their stakeholders and inure to the benefit of all parties in interest.

7. Additional information regarding the Debtors' businesses, assets, capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the Declaration of William Soncini in Support of Chapter 11 Petitions and First Day Pleadings of Frederick's of Hollywood, Inc. and its Affiliated Debtors and Debtors in Possession (the "First Day Declaration"), which is being filed contemporaneously herewith and is incorporated by reference herein.

### **Real Property Leases**

8. Prior to the Petition Date, the Debtors were tenants under numerous unexpired non-residential real property leases across several states. The Debtors used the bulk of these properties as locations for their various retail stores. In conjunction with the sale of their assets, as set forth in the First Day Declaration, the Debtors closed their retail stores and physically vacated the corresponding 74 Leased Premises and surrendered the keys to the applicable

landlords (the “Counterparties”) prior to the commencement of these cases. As such, the Debtors have determined that the real property leases associated with these 74 Leased Premises (the “Dark Store Leases”) represent an unnecessary expense and contribute little to no value to their estates.

### **Relief Requested**

9. The Debtors seek entry of an order, pursuant to sections 365(a) and 554(a) of the Bankruptcy Code, and rules 6006 and 6007 of the Bankruptcy Rules, substantially in the form attached hereto as **Exhibit A**, (i) authorizing and approving the rejection of the Dark Store Leases, effective *nunc pro tunc* to the Petition Date, (ii) authorizing the Debtors to abandon any remaining personal property located at the Leased Premises, and (iii) granting certain related relief.

10. To the extent notice of the Debtors’ intention to reject the Dark Store Leases has not been previously provided or to the extent not previously terminated by the Debtors prepetition, the filing and service of this Motion shall serve as notice to the Counterparties of the Debtors’ intention to reject the Dark Store Leases listed on **Exhibit 1** of the Order. The Debtors file this Motion as a precautionary measure to the extent any of the landlord Counterparties may allege that there is a continuing lease. The Debtors have terminated each of the Dark Store Leases prepetition.

### **Basis for Relief**

#### **I. Court Should Approve the Rejection of the Dark Store Leases**

11. Section 365(a) of the Bankruptcy Code provides that a debtor, “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). The bankruptcy court should approve a debtor’s rejection of an executory contract or unexpired lease if such rejection is an exercise of the debtor’s sound business

judgment, benefits its estate, and is not made in bad faith. See In re Bildisco, 682 F.2d 72, 79 (3d Cir. 1982), aff'd, 465 U.S. 513 (1984) (“[t]he usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp., 872 F.2d 36, 39-40 (3d Cir. 1989) (affirming rejection of a service agreement as sound exercise of debtor’s business judgment where bankruptcy court found rejection would benefit estate); In re HQ Global Holdings, Inc., 290 B.R. 507, 511 (Bankr. D. Del. 2003) (holding the business judgment standard applicable, absent bad faith, whim, or caprice). In applying the business judgment standard, bankruptcy courts afford great deference to a debtor’s decision to assume or reject leases. See In re Summit Land Co., 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”).

12. Rejecting the Dark Store Leases (to the extent they remained executory on the Petition Date) constitutes a reasonable exercise of the Debtors’ sound business judgment. Because the Debtors no longer maintain operational stores at the Leased Premises, continued compliance with the terms of the Dark Store Leases would be burdensome and would provide no corresponding benefit to the Debtors, their estates, or the stakeholders in these chapter 11 cases. Therefore, immediate rejection of the Dark Store Leases will prevent the estates from incurring unnecessary administrative expenses associated with the Debtors’ obligations thereunder.

13. The Debtors have also reviewed the market value of the Dark Store Leases and determined that marketing the Dark Store Leases for assignment or sublease to a third party would not generate any significant value for the estates, particularly when factoring in

marketing costs and the obligations to pay, among other things, postpetition rent, real estate taxes, utilities, insurance, and other related charges during the marketing process. Accordingly, it is in the best interests of the Debtors and their estates to reject the Dark Store Leases immediately.

14. The Debtors have therefore determined that the Dark Store Leases constitute an unnecessary drain on their resources, do not provide any benefit to their estates, and are not necessary to their remaining operations. The Debtors submit that their decision to reject the Dark Store Leases (to the extent they remained executory on the Petition Date) is an exercise of their sound business judgment and should be approved by the Court.

15. The Debtors may have claims against the Counterparties arising under, or independently of, the Dark Store Leases. The Debtors do not waive such claims by the filing of this Motion or by the rejection of the Dark Store Leases.

16. Generally, when a real property lease is rejected any relevant subleases are also deemed rejected by operation of law. See Chatlos Sys., Inc. v. Kaplan (In re Chatlos Sys., Inc.), 147 B.R. 96, 99-100 (D. Del. 1992) (“When a lease is deemed rejected . . . any subleases under that primary lease must also be deemed rejected since the sublessee’s rights in the property extinguish with those of the sublessor.”); Doral Commerce Park, Ltd., v. Teleglobe Commc’ns Corp. (In re Teleglobe Commc’ns Corp.), 304 B.R. 79, 84 (Bankr. D. Del. 2004) (holding subtenant’s interest in property extinguished by debtor’s rejection of primary lease). Notwithstanding the above, the Debtors request, out of an abundance of caution, that the order approving the Motion authorize and confirm the rejection of any subleases or other agreements that are related to the Dark Store Leases.

17. The Debtors further request that, consistent with the limitations imposed by section 362 of the Bankruptcy Code and any other applicable law, if any of the Debtors have deposited amounts with any of the Counterparties as a security deposit or pursuant to another similar arrangement, or if any of the Counterparties owe any of the Debtors any amount pursuant to the Dark Store Leases or other agreements between the same parties, the Counterparties shall not be permitted to set-off or otherwise use the amounts from such deposit or other similar arrangement, or other amount owed to the Debtors, without the prior order of the Court. See In re Sweet N Sour 7th Ave. Corp., 431 B.R. 63, 70-72 (Bankr. S.D.N.Y. 2010) (automatic stay prohibits landlord from exercising right to set off on debtor's security deposit); In re Communicall Cent., Inc., 106 B.R. 540, 545 (Bankr. N.D. Ill. 1989) (landlords are required to move for relief from the automatic stay to exercise right of set off); In re Inslaw, Inc., 81 B.R. 169, 169-70 (Bankr. D.D.C. 1987) (landlord's right to set off may be utilized only after relief from stay is granted).

**II. The Court Should Approve Rejection of the Dark Store Leases *Nunc Pro Tunc* to the Petition Date**

18. The Debtors seek to reject the Dark Store Leases *nunc pro tunc* to the Petition Date in order to avoid the risk of sustaining any additional expenses and costs related to the Dark Store Leases. See NLRB v. Bildisco & Bildisco, 465 U.S. 513, 530 (1984) (“The Bankruptcy Code specifies that the rejection of an executory contract which had not been assumed constitutes a breach of the contract which relates back to the date immediately preceding the filing of a petition in bankruptcy.”). Furthermore, a court may permit retroactive rejection to avoid improperly exposing a debtor's estate to unnecessary postpetition administrative or other expenses. See In re Chi-Chi's, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (acknowledging that a bankruptcy court may approve a rejection retroactive to the date

the motion is filed after balancing the equities in a particular case); In re Amber's Stores, Inc., 193 B.R. 819, 827 (N.D. Tex. 1996); Thinking Machs v. Mellon Fin. Servs. Corp. (In re Thinking Machs Corp.), 67 F.3d 1021, 1028 (1st Cir. 1995) (“bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”); Constant Ltd. P’ship v. Jamesway Corp., 179 B.R. 33, 37-38 (S.D.N.Y. 1995) (affirming bankruptcy court’s retroactive approval of lease rejection); Stonebriar Mall Ltd. P’ship v. CCI Wireless, LLC (In re CCI Wireless, LLC), 297 B.R. 133, 140 (D. Col. 2003) (holding that a bankruptcy court “has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”).

19. Here, the Debtors vacated and surrendered control of the Leased Premises to the applicable landlords prior to the Petition Date. To postpone the effective date of rejection would force the Debtors to incur unnecessary administrative expenses. Further, postponement of the effective date of rejection would inequitably force the Debtors to compensate the Counterparties for a delay which the Debtors sought to avoid in surrendering the Leased Premises and providing them the opportunity to re-lease the properties.

20. Therefore, the Debtors request that the Court order the rejection of the Leases effective *nunc pro tunc* to the Petition Date to avoid additional and unnecessary administrative costs to their estates that would otherwise arise under the Dark Store Leases prior to the hearing on this Motion. Further, equity favors retroactive rejection because the Debtors provided the Counterparties with notice of their intention to reject prior to the filing of this Motion.

### **III. Court Should Approve the Debtors’ Abandonment of Remaining Personal Property**

21. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee 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).



22. Here, although the Debtors have vacated the Leased Premises, and believe that they have removed all of their significant owned personal property assets (the “Remaining Personal Property”) currently located at the Leased Premises, a minimal amount of the Debtors’ personal property may remain (the “Abandoned Property”). To the extent that any Abandoned Property remains at the Leased Premises, the Debtors submit that such property is inconsequential to their estates and/or removal or storage of such property exceeds its value and is burdensome to their estates. Therefore, to the extent that any Abandoned Property remains at the Leased Premises, the Debtors seek authority to abandon such assets as of the Petition Date.

23. For the foregoing reasons, the abandonment of the Abandoned Property should be approved by the Court.

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

24. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h) and any other applicable Bankruptcy Rule.

**Notice**

25. The Debtors will provide notice of this Motion to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the holders of the 30 largest unsecured claims on a consolidated basis; (iii) counsel to Salus Capital Partners, LLC, in its capacity as the administrative and collateral agent under the Debtors’ prepetition credit facility and in its capacity as the administrative and collateral agent under the Debtors’ proposed debtor-in-possession financing facility; (iv) any banking or financial institution that holds the Debtors’ accounts; (v) any known Dark Store Lease Counterparty; and (viii) all parties entitled to notice

pursuant to Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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WHEREFORE, the Debtors respectfully request entry of an order substantially in the form attached hereto as **Exhibit A**, (i) authorizing and approving the rejection of the Dark Store Leases, effective *nunc pro tunc* to the Petition Date, and (ii) authorizing the Debtors to abandon any remaining personal property located at the Leased Premises.

Dated: April 20, 2015  
Wilmington, Delaware

Respectfully submitted,

**RICHARDS, LAYTON & FINGER, P.A.**

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*Proposed Counsel to Debtors and Debtors in Possession*

**Exhibit A**

**Proposed Form of Order**

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

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In re:	: Chapter 11
	:
FREDERICK’S OF HOLLYWOOD, INC., <i>et al.</i> , <sup>1</sup>	: Case No. 15-_____ (___)
	:
	:
Debtors.	: (Joint Administration Requested)
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**ORDER AUTHORIZING REJECTION OF CERTAIN UNEXPIRED  
LEASES OF NONRESIDENTIAL REAL PROPERTY AND  
ABANDONMENT OF CERTAIN PERSONAL PROPERTY  
NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) seeking entry of an order (this “Order”), pursuant to sections 365(a) and 554(a) of the Bankruptcy Code, and rules 6006 and 6007 of the Bankruptcy Rules, (i) authorizing and approving the rejection of the Leases *nunc pro tunc* to the Petition Date, and (ii) authorizing the abandonment of certain real property *nunc pro tunc* to the Petition Date; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best

<sup>1</sup> The debtors in these chapter 11 cases and the last four digits of each debtor’s taxpayer identification number are as follows: (i) FOHG Holdings, LLC (7902); (ii) Frederick’s of Hollywood Group Inc. (3042); (iii) FOH Holdings, Inc. (5442); (iv) Frederick’s of Hollywood, Inc. (6265); (v) Frederick’s of Hollywood Stores, Inc. (8882); and (vi) Hollywood Mail Order, LLC (5205). The debtors’ principal offices are located at 6464 W. Sunset Blvd., Suite 1150, Los Angeles, CA 90028.

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

interests of the Debtors' estates, 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 ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The rejection of the Dark Store Leases, as described on Exhibit 1 attached to this Order, is authorized and approved.
3. The Dark Store Leases, including, without limitation, any agreements, subleases, amendments, change orders, supplements, waivers, and side letters related thereto, shall be deemed rejected as of April 19, 2015.
4. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, the Counterparties are prohibited from setting-off or otherwise utilizing any amounts deposited by the Debtors with any of the Counterparties as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the Counterparties under the Dark Store Leases or other agreements between the same parties, without further order of this Court.
5. The Debtors shall not be liable for any additional administrative expenses with respect to the Dark Store Leases.

6. The Debtors are authorized to abandon the Abandoned Property, and all property left at the Leased Premises as of the Petition Date shall be deemed Abandoned Property and Landlords may dispose of Abandoned Property on and after the Petition Date in their sole and absolute discretion without liability to the Debtors or any third party.

7. Adequate notice of, and an opportunity for a Hearing on, the Motion has been provided. Such notice satisfies the requirements of Bankruptcy Rule 6004(a).

8. Notwithstanding any applicability Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

9. This Order shall be deemed to constitute a separate order with respect to each Dark Store Lease governed hereby.

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

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

Dated: \_\_\_\_\_, 2015  
Wilmington, Delaware

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United States Bankruptcy Judge

**Exhibit 1**

**Dark Store Leases**



### Dark Store Leases

	<u>Store #</u>	<u>Landlord Name / Address</u>	<u>Lease ID/ Date</u>	<u>Address of Subject Property</u>
1	10	Denley Investment 1710 North McCadden Place, Los Angeles, CA 90028	Lease Agreement – March 2, 2005  Amendment 1	6751 Hollywood Blvd Hollywood, CA, 90028
2	24	Macerich Lakewood LLC 401 Wilshire Blvd, Suite 700, Santa Monica, CA 90407	Lease Agreement – June 29, 2007	Lakewood Center 12 Lakewood Center Mall Lakewood, CA, 90712
3	58	Southridge Limited Partnership 225 West Washington Street Indianapolis, IN, 46204	Lease Agreement – August 21, 2013	Southridge Mall 5300 S. 76 <sup>th</sup> St., SP 1120 Greendale WI, 53129
4	69	Simon 225 West Washington Street Indianapolis, IN, 46204	Lease Agreement – October 17, 1997  Amendment 5	Woodfield Mall, SP. E-11A Schaumburg, IL 60173
5	75	Steadfast Sunrise V, LLC 18100 Von Karman #500 Irvine, CA 92612	Lease Agreement – January 1, 1989  Amendment 3	5957 Sunrise Mall Citrus Heights, CA 95610
6	77	Town East Mall LP 110 North Wacker Drive, Chicago, IL 60606	Lease Agreement – August 8, 2006  Amendment 3	2154 Town East Mall Mesquite, TX 75150
7	105	Simon 225 West Washington Street Indianapolis, IN, 46204	Lease Agreement – April 7 , 2010	1081 Westminster Mall Westminster, CA 92683
8	109	Starwood 1 East Wacker Drive, Suite 3700 Chicago, IL 60601	Lease Agreement – June 9 2005  Amendment 2	2233 Southlake Mall Merrillville, IN 46410
9	113	CBL & Associates Management Inc. 2030 Hamilton Place Blvd #500 Chattanooga, TN 37421	Lease Agreement – January 19, 2012	240 St. Clair Square Fairview Heights, IL 62208
10	132	Woodlands Hills Mall LCC 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – October 24, 2012	1081 Westminster Mall Westminster, CA 92683
11	139	Vancouver Mall 11601 Wilshire Blvd, 11 <sup>th</sup> Floor Los Angeles, CA 90025	Lease Agreement – October 28, 1994  Amendment 6	8700 NE Vancouver Mall Dr. Suite 231 Vancouver, WA 98662
12	140	VCG Southlake Mall LLC 11611 San Vicente Blvd, 10 FL Los Angeles CA, 90049	Lease Agreement – September 26, 2011	1227 Southlake Mall, Morrow, GA 30260
13	160	Glimcher 180 East Broad Street Columbus, OH 43215	Lease Agreement – August 1, 1989  Amendment 4	98-1005 Moanalua Rd, Sp. 109 Aiea, HI 96701
14	163	Meadow Mall c/o GGP Meadows Mall LLC 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – January 4, 2007  Amendment 2	4300 Meadows Ln., Suite 2080 Las Vegas, NV 89107
15	169	Pyramid Company of Holyoke 4 Clinton Square Syracuse, NY 13202	Lease Agreement – July 18, 1991  Lease Modification 3	50 Holyoke St, Space B31 Holyoke, MA 01040

	<u>Store #</u>	<u>Landlord Name / Address</u>	<u>Lease ID/ Date</u>	<u>Address of Subject Property</u>
16	170	Lynnhaven Mall c/o Lynnhaven Mall LLC 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – May 5, 2005  Amendment 3	701 Lynnhaven Pkwy, Suite 1061 Space E17A Virginia Beach, VA 23452
17	171	Simon Property Group (Texas) LP 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – April 7, 2010  Amendment 2	Barton Creek Square 2901 S. Capitol of Texas Hwy, Sp A13 Austin TX, 78746
18	178	KRE Broadway Owner LLC 222 North Sepulveda Blvd Suite 1925 El Segundo, CA 90245	Lease Agreement – July 2 1990  Lease Modification 8	602 Broadway Mall Hicksville, NY 11801
19	197	Pyramid Crossgates Company 4 Clinton Square Syracuse, NY 13202	Lease Agreement – May 27, 1992  Lease Modification 5	1 Cross Gates Mall, Space L205 Albany, NY 12203
20	198	Arden Fair Associates L.P. 401 Wilshire Blvd, Suite 700 Santa Monica CA 90407	Lease Agreement – November 1, 2002  Amendment 2	1689 Arden Way, Sp. 2192 Sacramento, CA 95815
21	200	Montclair Plaza c/o Montclair Plaza LLC 5060 Montclair Plaza Lane Montclair, CA 91763	Lease Agreement – February 13, 2008  Amendment 2	5060 S. Montclair Plaza Ln. Sp. #2142 Montclair, CA 91763
22	203	CBL & Associates Management Inc. 2030 Hamilton Place Blvd #500 Chattanooga, TN 37421	Lease Agreement – April 18, 1986  Lease Modification – January 19, 2013	6155 Eastex Freeway Suite H-800 Beaumont, TX 7706
23	212	Governor's Square Mall 2445 Belmont Ave Youngstown , OH 44504	Lease Agreement – February 15, 1988  Amendment 7	2801 Wilma Rudolph Blvd Sp 430 Clarksville, TN 37040
24	213	Eastridge Shopping Ctr 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – June 15, 2004  Amendment 2	2200 Eastridge Loop Space 1016 San Jose, CA 95122
25	214	Mission Valley Shoppingtown LLC 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – October 10, 2014	1640 Camino Del Rio North, #221 San Diego, CA 92108
26	216	Plaza Camino Real 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – July 27, 2007  Amendment 1	2525 El Camino Real, Sp. 246 Carlsbad, CA 92008
27	225	Coddington Mall LLC 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – May 1, 2013	278 Coddington Center Sp. E-1 Santa Rosa, CA 95401
28	227	Northridge Fashion Center 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – May 1, 2001  Amendment 5	9301 Tampa Ave, Sp 194 Northridge, CA 91324
29	231	Pyramid Walden 4 Clinton Square Syracuse, NY 13202	Lease Agreement – May 13, 2008	G209 Walden Galleria Cheektowaga, NY 14225

	<u>Store #</u>	<u>Landlord Name / Address</u>	<u>Lease ID/ Date</u>	<u>Address of Subject Property</u>
30	232	Chico Mall Investors LLC 900 N Michigan Ave #1450 Chicago, IL 60611	Lease Agreement – July 29, 2010 Amendment - April 12, 2012	1950 E. 20th St, Sp 711 Chico, CA 95928
31	237	Star West Solano LLC 1 East Wacker Drive, Suite 3700 Chicago, IL 60601	Lease Agreement – December 7, 2007 Amendment 1	1350 Travis Blvd., Suite 1540A Fairfield, CA 94533
32	238	Lakeland Square Mall 114 Ave of the Americas #2800 New York, NY 10036	Lease Agreement – May 1, 2001 Amendment 2	3800 N. Highway 98, Rm 182 Lakeland, FL 33809
33	246	Simon 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – March 25, 2013	5100 N. 9th Ave Sp. H805 Pensacola, FL 32504
34	248	Town Center at Cobb LLC 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – March 12, 2012	400 Ernest W.Barrett Pkwy NW, Suite 211 Kennesaw, GA 30144
35	251	Macerich 401 Wilshire Blvd, Suite 700 Santa Monica, CA 90407	Lease Agreement – July 27, 2005	261 Stonewood St, Sp B3 Downey, CA 90241
36	257	Star-West Parkway Mall, LP 1 East Wacker Drive, Suite 3700 Chicago, IL 60601	Lease Agreement – February 27, 2006	815 Parkway Plaza El Cajon, CA 92020
37	263	Antelope Valley Mall LLC a 50 Public Square Suite 700 Cleveland, OH 44113	Lease Agreement – February 27, 2008	1233 Rancho Vista Blvd, Sp.323 Palmdale, CA 93551
38	266	Parks at Arlington LLC 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – July 20, 2001 Amendment 3	3811 S.Cooper, Sp.1010 Box #150145 Arlington, TX 76015
39	273	North Charleston Joint Venture II LLC 2030 Hamilton Place Blvd#500 Chattanooga, TN 37421	Lease Agreement – November 21, 1990 Lease Modification – November 28, 2012	2150 Northwoods Blvd, Suite G544 N. Charleston, SC 29406
40	275	CBL And Association 2031 Hamilton Place Blvd#500 Chattanooga, TN 37422	Lease Agreement – January 13, 2012	2320 Mid Rivers Mall St. Peters, MO 63376
41	284	Capref Lloyed Center LLD 8343 Douglas Avenue, Suite 200 Dallas, TX 75225	Lease Agreement – August 21, 2012	1024 Lloyd Center, Sp. C214 Portland, OR 97232
42	288	Tyler Mall Limited Partnership 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – December 20, 2006 Amendment 3	1220 Galleria @ Tyler, Sp.G2 Riverside, CA 92503
43	298	Clackamas Town Center 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – March 24, 1992 Amendment 6	12000 SE 82nd Ave, Sp 2201 Happy Valley, OR 97086
44	300	GGP 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – May 10, 2005	2655 Richmond Ave, Sp.1140 Staten Island, NY 10314

	<u>Store #</u>	<u>Landlord Name / Address</u>	<u>Lease ID/ Date</u>	<u>Address of Subject Property</u>
45	301	PR Orlando Fashion Square LLC 1045 Tulloss Road Franklin, TN 37067	Lease Agreement – August 1, 2006	3201 E.Colonial Dr, Sp.M4 Orlando, FL 32803
46	303	GGP 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – May 16, 2008	2701 Ming Ave, Sp. 151 Bakersfield, CA 93304
47	308	Simon 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – September 14, 2006	30 Mall Dr. W. Jersey City, NJ 07310
48	312	Simon Property Grp LP 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – June 20, 2007	1910 Wells Rd, Sp. H16 Orange Park, FL 32073
49	320	TM Fairlane Center L.P. 1 East Wacker Drive, Suite 3700 Chicago, IL 60601	Lease Agreement – December 7, 1993  Amendment 6	18900 Michigan Ave, Sp.M306 Dearborn, MI 48126
50	321	MFC Beavercreek LLC 180 East Broad Street Columbus, OH 43215	Lease Agreement – August 4, 2006	2727 Fairfield Commons Blvd., Sp E233 Beaver Creek, OH 45431
51	323	GGP 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – December 12, 2007	4800 S. Hulen St, Sp. 242 Fort Worth, TX 76132
52	326	T. Northgate Mall LLC 9501 Colerain Ave Cincinnati, OH 45251	Lease Agreement – October 11, 1994  Amendment 2	9647 Colerain Ave, Sp.48 Cincinnati, OH 45251
53	335	Westfield America Limited Partnership 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – August 20, 2007  Amendment 2	1155 Sunrise Mall Space 1025 Massapequa, NY 11758
54	342	Orange City Mills LTD 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – January 29, 1998  Amendment 1	20 City Blvd. West Bldg. G4, Ste 610 Orange, CA 92868
55	350	Sun Valley Associates 200 East Long Lake Road Suite 300 Bloomfield Hills, MI 48304	Lease Agreement – March 2, 1999  Amendment 4	264 Sun Valley Mall, Space D128 Concord, CA 94520
56	351	Simon 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – April 7, 2010  Amendment 2	5000 Arizona Mills Circle Space 224 Tempe, AZ 85282
57	357	Sugarloaf Mills Limited Partnership 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – December 10, 2012	5900 Sugarloaf Pkwy Sp. 458 Lawrenceville, GA 30043
58	358	Simon 225 West Washington Street, Indianapolis, IN 46204	Lease Agreement – December 10, 2012  Amendment 1	One Mills Circle Space #523 Ontario, CA 91764
59	362	Simon 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – December 10, 2012  Amendment 1	5000 Katy Mills Circle, Space 161 Katy, TX 77494

	<u>Store #</u>	<u>Landlord Name / Address</u>	<u>Lease ID/ Date</u>	<u>Address of Subject Property</u>
60	364	Oakridge Mall LLC 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – October 13, 2003 Amendment 3	925 Blossom Hill Rd. Sp. 1553 San Jose, CA 95123
61	365	Westfield 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – June 6, 2004 Short Term Lease – August 5, 2014	400 South Baldwin Ave., Suite K-9 Arcadia, CA 91007
62	367	GGP 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – April 18, 2005	15900 La Cantera Parkway Bldg 11, Ste 11095 San Antonio, TX 78256
63	370	Westfield 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – April 14, 2005	355 Brandon Town Center Mall Brandon, FL 33511
64	371	Tanforan Park Shopping Center LLD 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – July 15, 2005	1150 El Camino Real Suite 101 San Bruno, CA 94066
65	372	Westfield 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – July 27, 2005 Amendment 1	27001 US Highway 19 North, Suite 1063 Clearwater, FL 33761
66	377	GGP 110 North Wacker Drive Chicago, IL 60606	Lease Agreement – December 5, 2006	1924 Tamiami Trail N., Space J-9 Naples, FL 34102
67	379	Boulevard Investment LLC 3663 Las Vegas Blvd South, Suite 900 Las Vegas, NV 89109	Lease Agreement – March 29, 2007	3663 Las Vegas Blvd. South, Suite 25 Las Vegas, NV 89109
68	380	Westfield 11601 Wilshire Blvd, 11th Floor Los Angeles, CA 90025	Lease Agreement – April 5, 2007 Amendment 2	6000 Sepulveda Blvd. Suite #1430 Culver City, CA 90230
69	381	Coral-CS/Ltd Associates 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – April 20, 2007	9133 West. Atlantic Blvd Coral Springs, FL 33071
70	382	Mandalay Place 3930 Las Vegas Blvd South Las Vegas, NV 89119	Lease Agreement – May 30, 2007 Amendment 3	3930 Las Vegas Blvd South, Space #104 Las Vegas, N 89119
71	383	Simon 225 West Washington Street, Indianapolis, IN 46204	Lease Agreement – July 24, 2007	4125 Cleveland Ave., Space 1700 Fort Myers, FL 33901
72	384	Simon 225 West Washington Street Indianapolis, IN 46204	Lease Agreement – July 24, 2007	166 Towne Center Circle, Space B-3 Sanford, FL 32771
73	387	Macerich Fresno Limited Partnership 401 Wilshire Blvd, Suite 700 Santa Monica, CA 90407	Lease Agreement – August 1, 2008 Amendment 1	601 East Shaw Ave. Fresno, CA 93710
74	390	Moac Mall Holdings LLC 60 East Broadway Bloomington, MN 55425	Lease Agreement – August 14, 2008	275 North Garden Bloomington, MN 55425