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

In re:)	
)	Chapter 11
THE GYMBOREE CORPORATION, <i>et al.</i> , ¹)	Case No. 17-32986 (GLT)
Debtors.)	(Jointly Administered)
)	

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: The Gymboree Corporation (5258); Giraffe Intermediate B, Inc. (0659); Gym-Card, LLC (5720); Gym-Mark, Inc. (6459); Gymboree Manufacturing, Inc. (6464); Gymboree Retail Stores, Inc. (6461); Gymboree Operations, Inc. (6463); and S.C.C. Wholesale, Inc. (6588). The location of the Debtors' service address is 71 Stevenson Street, Suite 2200, San Francisco, California 94105.

LIMITED OBJECTION OF ARC SWWMGPA001, LLC, ARONOV REALTY MANGEMENT, BRIXMOR PROPERTY GROUP, INC., CENTENNIAL REAL ESTATE CO., CENTERCAL PROPERTIES, LLC, CROSSPOINT REALTY SERVICES, INC., DEUTSCHE ASSET & WEALTH MANAGEMENT, ESPLANADE REALTY, LP, FEDERAL REALTY INVESTMENT TRUST, FOURSQUARE PROPERTIES, INC., G&I VI PROMENADE, LLC, GEM REALTY CAPITAL, INC., GREENBERG GIBBONS COMMERCIAL CORPORATION, GS PACIFIC ER, LLC, KRAVCO COMPANY, KRE COLONIE OWNER, LLC, PGIM REAL ESTATE, RETAIL PROPERTIES OF AMERICA, INC., SOUTHGATE MALL ASSOCIATES, L.P., ST MALL OWNER LLC, STARWOOD RETAIL PARTNERS LLC, THE FORBES COMPANY, THE MACERICH COMPANY, THE RELATED COMPANIES, TRADEMARK PROPERTY COMPANY, TSW 2015, LLC, TYBAB PARTNERS LLC, VALLEY SQUARE OWNER, LLC, AND YTC MALL OWNER, LLC TO THE DISCLOSURE STATEMENT FOR THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF THE GYMBOREE CORPORATION AND ITS DEBTOR AFFILIATES

ARC SWWMGPA001, LLC, Aronov Realty Management, Brixmor Property Group, Inc., Centennial Real Estate Co., CenterCal Properties, LLC, Crosspoint Realty Services, Inc., Deutsche Asset & Wealth Management, Esplanade Realty, LP, Federal Realty Investment Trust, Foursquare Properties, Inc., GEM Realty Capital, Inc., G&I VI Promenade, LLC, Greenberg Gibbons Commercial Corporation, GS Pacific ER, LLC, Kravco Company, KRE Colonie Owner, LLC, PGIM Real Estate, Retail Properties of America, Inc., Southgate Mall Associates, L.P., ST Mall Owner LLC, Starwood Retail Partners LLC, The Forbes Company, The Macerich Company, The Related Companies, Trademark Property Company, TSW 2015, LLC, TYBAB Partners LLC, Valley Square Owner, LLC, and YTC Mall Owner, LLC (the “Landlords”) hereby file this limited objection (the “Objection”), by and through their undersigned counsel, to the *Disclosure Statement for the Debtors’ Joint Chapter 11 Plan of Reorganization of The Gymboree Corporation and its Debtor Affiliates* [Docket nos. 141 and 226] (collectively, the “Disclosure Statement”),² and respectfully represent as follows:

² Terms not otherwise defined here shall have the meanings ascribed to them in the Disclosure Statement and Plan, and accompanying documents.

I. BACKGROUND FACTS

1. The Gymboree Corporation, and its debtor affiliates in the above-captioned chapter 11 cases (the “Debtors”), filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code on June 12, 2017 (the “Petition Date”). Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.³

2. The Debtors lease retail space (the “Premises”) from the Landlords pursuant to unexpired leases of nonresidential real property (individually, a “Lease,” and collectively, the “Leases”) at the shopping center locations (the “Centers”) set forth in detail on the Schedule A to this Limited Objection.

3. The Leases are leases “of real property in a shopping center” as that term is used in Section 365(b)(3). *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

4. The Debtors filed the Disclosure Statement [Docket No. 141] and *Debtors’ Joint Chapter 11 Plan of Reorganization of The Gymboree Corporation and its Debtor Affiliates* (the “Plan”) [Docket No. 140], on June 16, 2017. The Disclosure Statement was subsequently amended on June 29, 2017 [Docket No. 226]. The Landlords do not object to the Debtors efforts to confirm a plan of reorganization, but as drafted, the Disclosure Statement and Plan fail to provide adequate information for Landlords or other creditors to make an informed decision with respect to the Plan, and the Plan itself improperly seeks to modify the Landlords’ rights under their Leases and the Bankruptcy Code.

II. ARGUMENT

A. **The Disclosure Statement fails to provide adequate information upon which creditors can rely to make an informed judgment regarding the Plan.**

5. Section 1125 of the Bankruptcy Code requires that a disclosure statement contain “adequate information.” 11 U.S.C. § 1125(a). Disclosure is the “pivotal” concept in a chapter 11

³ Unless specified otherwise, all statutory references to “Section” are to 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

reorganization. Westland Oil Development Corp. v. MCorp Management, 157 B.R. 100, 102 (Bankr. S.D. Tex., 1993); *citing* 5 Collier on Bankruptcy, ¶ 1125.03 (15th ed. 1992); see also Oneida Motor Freight, Inc. v. United Jersey Bank, 848 F.2d 414, 417 (3d Cir. 1988) (“The importance of full disclosure is underlaid by the reliance upon the disclosure statement by creditors and the court. Given this reliance, we cannot overemphasize the debtor’s obligation to provide sufficient data to satisfy the Code standard of ‘adequate information.’”). The purpose behind the disclosure requirement is to prevent a debtor from seeking acceptance of its reorganization plan until it provides its creditors and other parties-in-interest with a disclosure statement that contains “adequate information” about the details of the debtor’s plan and its prospects of success. 11 U.S.C. § 1125(b).

6. Section 1125(a)(1) defines adequate information as “[i]nformation of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan” 11 U.S.C. § 1125(a)(1). Congress intended that the disclosure statement serve as the primary source of information upon which creditors and shareholders could rely in making an informed judgment about a plan of reorganization. In re Scioto Valley Mortgage Co., 88 B.R. 168 (Bankr. S.D. Ohio 1988).

7. The Disclosure Statement does not satisfy the disclosure standards set forth in section 1125 of the Bankruptcy Code. The Disclosure Statement provides absolutely no information for counterparties to unexpired leases such as the Landlords. The Disclosure Statement and Plan also rely, in part, on a Plan Supplement including schedules of assumed and rejected Leases that need not be filed until August 16, 2017. Moreover, the Plan provides for the rejection of executory contracts and leases beyond the Effective Date of the Plan. This is contrary to the Bankruptcy Code and makes it impossible for creditors to make an informed decision on the Plan. “If, on the face of the plan, the plan could not be confirmed, then the Court [should] not subject the estate to the expense of soliciting votes and seeking confirmation. Not

only would allowing an unconfirmable plan to accompany a disclosure statement, and be summarized therein, constitute inadequate information, it would be misleading and it would be a needless expense to the estate.” In re Pecht, 57 B.R. 137, 139 (Bankr. E.D. Va. 1986); In re Copy Crafters Quickprint, Inc., 92 B.R. 973, 980 (Bankr. N.D.N.Y. 1988) (“approval should be withheld if, . . . it is apparent that the plan will not comply with Code § 1129(a)”); In re Dakota Rail, Inc., 104 B.R. 138, 143 (Bankr. D. Minn. 1989) (allowing a facially nonconfirmable plan to accompany a disclosure statement is both inadequate disclosure and a misrepresentation); see also In re Beyond.com Corp., 289 B.R. 138, 140 (Bankr. N.D. Cal. 2003) (“Because the underlying plan is patently unconfirmable, the disclosure statement may not be approved.”). As a result, the Court should require the Debtors to amend the Disclosure Statement and Plan to provide creditors with adequate information (which cannot be modified post-confirmation) before allowing the Debtors to proceed to plan confirmation.

B. The Plan and Disclosure Statement seek to improperly extend the time to assume or reject leases.

8. The Disclosure Statement provides that the Debtors may reject leases after confirmation by providing for the possibility of motions to assume leases remaining pending after the Effective Date, as well as by the Plan providing that the Debtors can reject leases post-confirmation if an allowed cure claim is determined to be greater than the amount asserted by Debtors. Specifically, the Plan allows the Debtors to add or subtract leases from the schedule of assumed leases for at least forty five (45) days after the Effective Date. *See* Plan Article V.A. This violates Section 365(d)(4), and as a result, the Plan is not confirmable under Section 1129(a)(1).

9. Section 1129(a)(1) provides that “a plan may not be confirmed unless the plan complies with the applicable provisions of Title 11” Mabey v. S.W. Elec. Power Co. (In the Matter of Cajun Elec. Power Cooperative, Inc.), 150 F. 3d 503, 513, n.3 (5th Cir. 1998), citing Mickey’s Enters., Inc. v. Saturday Sales, Inc. (In re Mickey’s Enters., Inc.), 165 B.R. 188, 193 (Bankr. W.D. Tex. 1994) (“In order to confirm a plan the court must find that the plan and its

proponent have complied with the applicable provisions of Title 11.”). Moreover, a plan cannot be confirmed if it violates the provisions of Title 11. See Resorts Int’l, Inc. v. Lowenschuss (In re Lowenschuss), 67 F.3d 1394 (9th Cir. 1995).

10. The Debtors cannot pick and choose which Code provisions to follow and which to ignore. Section 365(d)(4) requires the assumption or rejection of leases no later than the entry of the order confirmation a plan of reorganization, and the Debtors must abide by this provide to confirm their Plan. Section 365(d)(4) provides that “an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected . . . if the trustee does not assume or reject the unexpired lease by the earlier of (i) the date that is 120 days after the date of the order for relief [or within such additional time as set by the Court and authorized by Section 365(d)(4)]; or (ii) the date of the entry of an order confirming a plan.”

11. As noted above, the Disclosure Statement and Plan propose to give the Debtors the ability to reject leases after entry of the confirmation order on various grounds, including if they are dissatisfied with the cure resolution. This potentially disenfranchises Landlords by permitting the Debtors to reject leases after the voting deadline, depriving Landlords with potentially significant rejection claims from voting to accept or reject the Plan. In addition, this may be used as an attempt to force Landlords to reduce their legitimate cure claims, even though there may be no legal basis to do so. This is unsupported by either statutory authority or case law, and the Bankruptcy Code requires that all leases of non-residential real estate will be assumed or rejected no later than the date of entry of the confirmation order. The Debtors must either finalize its list of assumed and rejected leases such that landlords with rejected leases have time to vote on the Plan, or they must provide some mechanism to make sure that these landlords are not improperly disenfranchised by the plan process.

12. Prior to the 1984 amendments to the Bankruptcy Code, the final date when a chapter 11 debtor could assume or reject an unexpired lease was the date of confirmation of its plan of reorganization. Specifically, section 365(d)(2) provided that in chapter 11, the trustee could assume or reject an executory contract or unexpired lease of the debtor at any time before

the confirmation of a plan, but the court, on request of any party to the agreement, could shorten the time to assume or reject. See 11 U.S.C. § 365(d)(2) (1978). Soon after the enactment of the 1978 Bankruptcy Code, Congress realized that major deficiencies existed in section 365. The delay built into section 365(d)(2), without a mechanism for earlier assumption or rejection, worked a hardship on lessors, particularly shopping center lessors. This ultimately culminated in the 1984 enactment of section 365(d)(4), which made the 60-day time limit imposed by section 365(d)(1) in liquidation proceedings applicable to nonresidential leases of real property in reorganization cases.

13. Section 365(d)(4) was created as part of the statutory provisions known as the Shopping Center Amendments of 1984. Initially, it provided that a nonresidential real property lease is deemed rejected if the trustee does not assume or reject it within 60 days after the order for relief, or within such additional time as the court fixes, for cause, within such 60 day period. The legislation's purpose was to compel debtors to make prompt and effective assumptions and rejections of nonresidential real property leases, and it was not to extend this time. That notwithstanding, debtors made various attempts to extend the time to assume or reject leases multiple times during bankruptcy cases, including requests to extend the time to assume or reject leases after confirmation. While these requests were generally denied as contrary to legislative intent, further changes were necessary to clarify the law in this area.

14. In 2005, Congress passed the Bankruptcy Abuse Prevention and Consumer Protection Act, which included explicit language regarding the outside date for assumption or rejection of nonresidential real property leases. This is the current version of section 365(d)(4), and it provides that the deadline to assume or reject leases is the *earlier* of the time set by the statute (as may have been extended by the Court) or the date of entry of the confirmation order. As a result, Congress has specifically stated that debtors cannot extend the time to assume or reject their nonresidential real property leases beyond the date of confirmation. The Disclosure Statement and Plan must be modified to provide that the Debtors will assume or reject all leases no later than the entry of the confirmation order.

C. The Debtors should pay all undisputed cure amounts not later than the Effective Date.

15. Consistent with the above, the Debtors should pay all undisputed cure amounts for assumed Leases on the Effective Date of the Plan along with other administrative claims. Section 365(b)(1)(A) requires that the Debtors promptly cure outstanding balances due under the Leases upon assumption. Unless there is a dispute over the total cure obligation for any Lease, all undisputed cure amounts should be paid immediately. Debtors should escrow disputed amounts, and the Court should set a status conference within thirty (30) days of the assumption or assumption and assignment of the Leases to deal with any disputes that remain unresolved after such period.

D. The Debtors Must Provide Landlords With Adequate Assurance Information and Cure Amounts with Sufficient Time to Object.

16. The Debtors may not assume and assign leases unless they demonstrate adequate assurance of future performance. 11 U.S.C. § 365(b)(1)(C); see also 11 U.S.C. § 365(f)(2). Providing adequate assurance of future performance is an affirmative duty of the Debtors, and the Debtors bear the ultimate burden of persuasion as to issues under Section 365. See In re Rachels Indus., Inc., 109 B.R. 797, 802 (Bankr. W.D. Tenn. 1990); see also Richmond Leasing Co. v. Capital Bank, N.A., 762 F.2d 1303, 1309 (5th Cir. 1985). The obligation to comply with section 365(b) and section 365(f) is unaffected by maneuvering the assumption and assignment process through a Plan. Courts require a specific factual showing through competent evidence to determine whether a debtor demonstrates adequate assurance of future performance. See, e.g., Matter of Haute Cuisine, Inc., 58 B.R. 390 (Bankr. M.D. Fla. 1986) (even though experts presented cash flow projections, the court found that insufficient documentary evidence had been presented). To determine whether a party provides adequate assurance of future performance under section 365(b), courts have looked to sufficient economic backing, economic conditions, certificates, credit reports, escrow deposits or other similar forms of security or guarantee. In re Lafayette Radio Elecs. Corp., 9 B.R. 993 (Bankr. E.D.N.Y. 1981); In re Belize Airways, 5 B.R. 152 (Bankr. S.D. Fla. 1980).

17. The Disclosure Statement and Plan do not provide any information on what Adequate Assurance information the Debtors intend to provide to the Landlords. Moreover, the documents specify no deadline whatsoever by which Adequate Assurance information will be provided. Absent sufficient Adequate Assurance information and a reasonable period of time to review such information, Landlords that have leases that are being assumed by the Plan cannot properly assess the tenant that will take over the those leases post-confirmation.

18. While the Plan does provide that the Debtors will distribute Cure Notices with the amounts of Cure Claims, the deadlines fail to provide sufficient time for meaningful review and an opportunity to object. Article V.C of the Plan provides that Cure Notice will be distributed no later than ten (10) days prior to the Confirmation Hearing. This section also requires that objections to the proposed assumption or related cure claim must be filed so as to be received by no later than seven (7) days prior to the Confirmation Hearing. This proposed schedule gives Landlords a mere three (3) days to review the Cure Notice and prepare and file its objection.

19. The Debtors should be required to provide Landlords with Adequate Assurance information and the Cure Notice no less than ten (10) before any objection is due to be filed. There is more than enough time for the Debtors to provide the Landlords with this meaningful opportunity to review this crucial information and prepare objections.

E. The Plan improperly seeks to modify rights under the Leases.

20. The Plan provides that the assumption of leases shall serve as a full release of any monetary and non-monetary defaults. See Plan, Article V.C. A debtor assumes its leases *cum onere*, or subject to existing burdens. In re Washington Capital Aviation & Leasing, 156 B.R. 167,172 (Bankr. E.D. Va. 1993). While the Debtors must pay all outstanding balances due under the Lease as cure at the time of assumption, the Debtors assume, and must honor, other obligations under the Leases, regardless of when they arise. The Debtors cannot avoid these obligations through releases or waivers in their Plan.

21. In addition to rent and related monthly charges, the Debtors bear responsibility for other charges under the Leases that may not yet be known or which may not yet have been

reconciled and/or adjusted from the pre-assumption periods. For instance, the Debtors occupy retail space at the Centers pursuant to triple-net leases, where they typically pay rent and related lease charges in advance for each month. In addition to a base minimum rent, the Debtors pay a pro-rata share of other charges and expenses, such as real property taxes, insurance, common area maintenance (“CAM”) fees, and percentage rent. Certain charges, such as CAM and property taxes are estimated prospectively, billed to and paid by the tenant during the year based upon such estimate, and then reconciled after year-end. Year-end reconciliations and adjustments for previous years may not yet be complete (i.e. – year-end reconciliations and adjustments that accrued through 2016 have not been billed for many locations, and such charges for 2017 will not be billed until 2018). Moreover, certain charges may be paid in arrears, and cannot be calculated (in some cases) until a year or more after year-end. These accrued but unbilled charges are not yet due under the Leases, and they do not create a current default or payment obligation that is part of the cure payment required to assume the Leases. Nevertheless, Debtors remain responsible for all accrued or accruing charges under the Leases, and must pay such charges when they come due under the Leases. The Debtors cannot assume the Leases pursuant to the Plan, and then try to use the Plan or confirmation order to release their obligation to pay these accrued or accruing, but unbilled, charges that come due under the Leases in the ordinary course.

22. The Leases also contain provisions that require the Debtors to indemnify Landlords with respect to various claims, which claims may not become known until after the assumption of the Leases (i.e. personal injury claims at the Premises and damage to property by the Debtors or their agents). Any assumption of the Leases must be subject to the terms of the Leases, including the continuation of all indemnification obligations, regardless of when they arose.⁴ Nothing in the Plan or confirmation order should act as a waiver or release of any indemnity or other rights that exist under the Leases.

⁴ Any ability to assume the Leases is subject to the protections provided by section 365(b) and (f). Therefore, any assumption must be in accordance with all provisions of the Leases.

G. The Plan improperly seeks to deprive creditors of their setoff and recoupment rights.

23. Through the injunction provisions, the Debtors improperly seek to deprive Landlords of their rights to setoff and recoupment. See Disclosure Statement at page 15. To the extent any claim objections or preference actions are prosecuted against the Landlords following Plan confirmation, the Landlords should not be deprived of their rights to assert setoffs or exercise recoupment, or limited in their ability to enforce these rights. The Debtors fail to provide any authority for seeking to void Landlords' ability to exercise their setoff and recoupment rights, and Debtors should not be permitted to deprive Landlords of these rights. See Carolco Television Inc. v. Nat'l Broadcasting Co. (In re De Laurentiis Entm't Grp. Inc.), 963 F.2d 1269 (9th Cir. 1992), *cert denied* 506 U.S. 918 (1992) (setoff rights survive plan confirmation); see also In re Luongo, 259 F.3d 323, 333 (5th Cir. 2001); Folger Adam Security, Inc. v. DeMatteis/MacGregor, JV, 209 F.3d 252, 257-61 (3d Cir. 2000) (recoupment defense survives free and clear sale of debtor's assets). This is especially true where, as here, the Plan seems to preserve all of the Debtors' rights to such setoff and recoupment.

H. The injunction provisions of the Plan as described in the Disclosure Statement are overbroad and ambiguous.

24. The releases, waivers and injunction provisions referenced in the Disclosure Statement and Plan are overbroad and require revision. See Disclosure Statement at pages 13-15. The language does not adequately address the fact that various claims and rights under the Leases must survive confirmation of the Plan for the continuing obligations that exist under the Leases. The Debtors (or successor) assume the Leases subject to their terms, and must assume all obligations owing under the Leases, including obligations that have accrued but may not yet have been billed under each Lease and indemnity obligations under the Leases.

25. Landlords may have claims for year-end reconciliation payments that have accrued (or are accruing) prior to confirmation, which have not yet been billed under the Leases. These legitimate lease obligations must survive plan confirmation. The Debtors occupy space at shopping centers pursuant to triple-net leases, where they pay rent and related lease charges in

advance for each month. The Debtors may pay fixed minimum rent, along with a pro-rata share of expenses such as real property taxes, insurance, common area maintenance (“CAM”) fees, and the like. Certain charges, such as CAM and property taxes, are estimated prospectively, billed to and paid by the tenant during the year, and then reconciled after year-end. The reconciliation compares the amounts estimated and paid against actual charges incurred by the property. To the extent the estimated payments exceed actual charges, the result is a credit to the tenant. To the extent the estimated payments do not cover actual charges incurred by the Center, the result is an additional amount (or debit) for which the tenant is liable. Year-end reconciliations and adjustments for the Debtors for 2016 may not be completed prior to Plan confirmation for many locations. In other instances, certain charges (such as property taxes) may be paid in arrears or only billed annually.

26. In addition, the Leases require the Debtors to indemnify and hold the Landlords harmless with respect to claims at the Premises. Such claims may not become known until after the effective date of the Plan, examples of which may include such claims as personal injuries at the Premises and damage to the Premises or Centers by the Debtors or their agents. The Plan cannot cut off these indemnification obligations, regardless of when they arose. Nothing in any Plan or confirmation order should preclude the Landlords from pursuing the Debtors or Reorganized Debtors for any indemnification obligation that Landlords have under the Leases, and the Plan and any order should specifically preserve all rights of the parties with respect to assumed Leases.

III. RESERVATION OF RIGHTS

27. Landlords reserve their rights to raise further objections to the Disclosure Statement and Plan and in response to any amended Disclosure Statement or Plan filed by the Debtors.

IV. JOINDER IN OBJECTIONS

28. Landlords also join in any objection of the Official Committee of Unsecured Creditors, as well as the objections of other landlords, to the extent not inconsistent with this Objection.

V. CONCLUSION

Based on the foregoing, Landlords request that the Court not approve the Disclosure Statement unless and until the Debtors provide adequate information as required by Section 1125, amend the Disclosure Statement and Plan so that the Disclosure Statement describes a Plan that is confirmable under Section 1129, including the modifications requested herein, and grant such further relief as the Court deems proper.

Respectfully Submitted,

Dated: July 17, 2017

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CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of July, 2017, I caused a copy of the foregoing pleading to be served by regular U.S. mail or email on the Core Parties and the 2002 List Parties as shown on **Exhibit B**, and all parties receiving notices in this case through the Court's ECF system.

/s/ Jennifer M. McLemore
Jennifer M. McLemore

SCHEDULE A

ARC SWWMGPA001, LLC		
Store No. Unknown	The Shoppes At Wyomissing	Wyomissing, PA
Aronov Realty Management		
Store No. 456	University Mall	Tuscaloosa, AL
Brixmor Property Group, Inc.		
Store No. 498	Preston Park Village	Plano, TX
Centennial Real Estate Co.		
Store No. Unknown	Chico Mall (Crazy 8)	Chico, CA
Store No. Unknown	Connecticut Post Mall	Milford, CT
Store No. Unknown	Fox Valley Mall (Crazy 8)	Aurora, IL
Store No. Unknown	Fox Valley Mall	Aurora, IL
Store No. Unknown	Hawthorn Shopping Center	Vernon Hills, IL
Store No. Unknown	Lakeside Mall	Sterling Heights, MI
Store No. Unknown	Lakeside Mall (Crazy 8)	Sterling Heights, MI
Store No. Unknown	MainPlace	Santa Ana, CA
Store No. Unknown	MainPlace (Crazy 8)	Santa Ana, CA
Store No. Unknown	Vancouver Mall	Vancouver, WA
CenterCal Properties, LLC		
Store No. Unknown	Bridgeport Village	Tigard, OR
Store No. Unknown	Meridian Town Center	Meridian, ID
Store No. Unknown	Station Park	Farmington, UT
Store No. Unknown	Station Park (Crazy 8)	Farmington, UT
Store No. Unknown	Valley Mall	Union Gap, WA
Crosspoint Realty Services, Inc.		
Store No. Unknown	Vintage Oaks at Novato	Novato, CA
Deutsche Asset & Wealth Management		
Store No. Unknown	Galleria Mt. Lebanon	Mt. Lebanon, PA
Store No. 5162	Marina Square Shopping Center	San Leandro, CA
Store No. Unknown	Streets of Tanasbourne	Hillsboro, OR
Store No. Unknown	Streets of Tanasbourne (Crazy 8)	Hillsboro, OR
Esplanade Realty, LP		
Store No. Unknown	The Esplanade	Kenner, LA
Federal Realty Investment Trust		
Store No. Unknown	Assembly Row	Somerville, MA
Store No. 1723	Brook 35	Sea Girt, NJ
Store No. Unknown	Escondido Promenade (Crazy 8)	Escondido, CA
Store No. Unknown	The Avenue at White Marsh	White Marsh, MD

	(Crazy 8)	
Store No. Unknown	The Grove at Shrewsbury (Janie & Jack)	Shrewsbury, NJ
Store No. 3703	Tower Shops (Crazy 8)	Davie, FL
Store No. 6336	Westgate Center (Crazy 8)	San Jose, CA
Store No. Unknown	Willow Lawn (Crazy 8)	Richmond, VA
Foursquare Properties, Inc.		
Store No. Unknown	Plaza at Jordan Landing (Crazy 8)	West Jordan, CT
G&I VI Promenade, LLC		
Store No. 606	The Promenade Shops at Centerra	Loveland, CO
GEM Realty Capital, Inc.		
Store No. Unknown	Valdosta Mall (Crazy 8)	Valdosta, GA
Greenberg Gibbons Commercial Corporation		
Store No. Unknown	Hunt Valley Towne Centre	Cockeysville, MD
GS Pacific ER, LLC		
Store No. 6015	Eastridge Mall	San Jose, CA
Kravco Company		
Store No. 359	Hamilton Mall	Mays Landing, NJ
KRE Colonie Owner, LLC		
Store No. Unknown	Colonie Center	Albany, NY
The Macerich Company		
Store No. Unknown	Arden Fair	Sacramento, CA
Store No. Unknown	Arden Fair (Crazy 8)	Sacramento, CA
Store No. Unknown	Arden Fair (Janie & Jack)	Sacramento, CA
Store No. Unknown	The Shops at Atlas Park	Glendale, NY
Store No. Unknown	The Shops at Atlas Park (Crazy 8)	Glendale, NY
Store No. Unknown	Broadway Plaza	Walnut Creek, CA
Store No. Unknown	Broadway Plaza (Janie & Jack)	Walnut Creek, CA
Store No. Unknown	Chandler Fashion Center	Chandler, AZ
Store No. Unknown	Chandler Fashion Center (Crazy 8)	Chandler, AZ
Store No. Unknown	The Village at Corte Madera (Janie & Jack)	Corte Madera, CA
Store No. Unknown	Danbury Fair	Danbury, CT
Store No. Unknown	Danbury Fair (Janie & Jack)	Danbury, CT
Store No. Unknown	Deptford Mall	Deptford, NJ
Store No. Unknown	Eastland Mall	Evansville, IN
Store No. Unknown	Eastland Mall (Crazy 8)	Evansville, IN
Store No. Unknown	Fashion Fair	Fresno, CA
Store No. Unknown	Fashion Outlets of Chicago	Rosemont, IL

Store No. Unknown	Fashion Outlets of Chicago (Janie & Jack)	Rosemont, IL
Store No. Unknown	Fashion Outlets of Niagara Falls	Niagara, NY
Store No. Unknown	Fashion Outlets of Niagara Falls (Janie & Jack)	Niagara, NY
Store No. Unknown	Flatiron Crossing	Broomfield, CO
Store No. Unknown	Freehold Raceway	Freehold, NJ
Store No. Unknown	Inland Center (Crazy 8)	San Bernardino, CA
Store No. Unknown	La Cumbre Plaza (Janie & Jack)	Santa Barbara, CA
Store No. Unknown	La Cumbre Plaza	Santa Barbara, CA
Store No. Unknown	La Encantada	Tucson, AZ
Store No. Unknown	Lakewood Center (Crazy 8)	Lakewood, CA
Store No. Unknown	Los Cerritos Center	Cerritos, CA
Store No. Unknown	NorthPark Mall	Davenport, IA
Store No. Unknown	Pacific View	Ventura, CA
Store No. Unknown	Pacific View (Crazy 8)	Ventura, CA
Store No. Unknown	Paradise Valley Mall	Phoenix, AZ
Store No. Unknown	Queens Center	Elmhurst, NY
Store No. Unknown	San Tan Village	Gilbert, AZ
Store No. Unknown	San Tan Village (Crazy 8)	Gilbert, AZ
Store No. Unknown	Santa Monica Place	Santa Monica, CA
Store No. Unknown	Scottsdale Fashion Square	Scottsdale, AZ
Store No. Unknown	Scottsdale Fashion Square (Crazy 8)	Scottsdale, AZ
Store No. Unknown	Scottsdale Fashion Square (Janie & Jack)	Scottsdale, AZ
Store No. Unknown	Stonewood Center (Crazy 8)	Downey, CA
Store No. Unknown	South Plains Mall	Lubbock, TX
Store No. Unknown	South Plains Mall (Crazy 8)	Lubbock, TX
Store No. Unknown	Superstition Springs (Crazy 8)	Mesa, AZ
Store No. Unknown	The Oaks	Thousand Oaks, CA
Store No. Unknown	The Oaks (Janie & Jack)	Thousand Oaks, CA
Store No. Unknown	Tysons Corner Center	McLean, VA
Store No. Unknown	Tysons Corner Center (Janie & Jack)	McLean, VA
Store No. Unknown	Valley River Center	Eugene, OR
Store No. Unknown	The Mall of Victor Valley (Crazy 8)	Victorville, CA
Store No. Unknown	Vintage Faire Mall	Modesto, CA
Store No. Unknown	Vintage Faire Mall (Crazy 8)	Modesto, CA
Store No. Unknown	Washington Square	Portland, OR

Store No. Unknown	Washington Square (Crazy 8)	Portland, OR
Store No. Unknown	Westside Pavilion	Los Angeles, CA
Store No. Unknown	Westside Pavilion (Gymboree Play & Music)	Los Angeles, CA
Store No. Unknown	Wilton Mall	Sarasota Springs, NY
Store No. Unknown	Wilton Mall (Crazy 8)	Sarasota Springs, NY
PGIM Real Estate		
Store No. Unknown	Avalon Shopping Center	Alpharetta, GA
Store No. Unknown	Avalon Shopping Center (Janie & Jack)	Alpharetta, GA
Store No. Unknown	Southern Hills Mall	Sioux City, IA
Store No. Unknown	The Avenue East Cobb	Marietta, GA
Store No. Unknown	The Avenue Peachtree City	Peachtree City, GA
Store No. Unknown	The Avenue West Cobb	Marietta, GA
Store No. Unknown	The Promenade Shops at Saucon Valley (Crazy 8)	Center Valley, PA
Store No. Unknown	The Shoppes at Arbor Lakes	Maple Grove, MN
Store No. Unknown	Uptown Village at Cedar Hill	Cedar Hill, TX
The Related Companies		
Store No. 575	CityPlace	West Palm Beach, FL
Retail Properties of America, Inc.		
Store No. 3702	Central Texas Marketplace (Kids Under 10)	Waco, TX
Store No. 1779	Eastwood Towne Center	Lansing, MI
Store No. 458	Huebner Oaks	San Antonio, TX
Store No. 544	Southlake Town Square	Southlake, TX
Store No. 6062	Southlake Town Square (Crazy 8)	Southlake, TX
Store No. 0972	Southlake Town Square (Janie & Jack)	Southlake, TX
Store No. 997	The Shoppes at Union Hill (Janie & Jack)	Denville, NJ
ST Mall Owner LLC		
Store No. Unknown	South Towne Center	Sandy, UT
Store No. Unknown	South Towne Center (Crazy 8)	Sandy, UT
Starwood Retail Partners LLC		
Store No. Unknown	Arboretum of South Barrington (Crazy 8)	South Barrington, IL
Store No. Unknown	Belden Village Mall	Canton, OH
Store No. Unknown	Blue Back Square (Janie & Jack)	Hartford, CT

Store No. Unknown	Capital Mall	Olympia, WA
Store No. Unknown	Chicago Ridge (Crazy 8)	Chicago Ridge, IL
Store No. Unknown	Fairlane Town Center	Dearborn, MI
Store No. Unknown	Collection at Forsyth	Cumming, GA
Store No. 6428	Franklin Park	Toledo, OH
Store No. Unknown	Franklin Park (Crazy 8)	Toledo, OH
Store No. Unknown	Gateway Mall (Crazy 8)	Lincoln, NE
Store No. 6054	Great Northern Mall (Crazy 8)	Cleveland, OH
Store No. Unknown	Great Northern Mall	Cleveland, OH
Store No. Unknown	Hamburg Pavilion	Lexington, KY
Store No. Unknown	Kitsap Mall (Crazy 8)	Silverdale, WA
Store No. Unknown	MacArthur Center	Norfolk, VA
Store No. Unknown	Northlake Mall	Charlotte, NC
Store No. Unknown	Northridge Mall (Crazy 8)	Northridge, CA
Store No. Unknown	Parkway Plaza (Crazy 8)	El Cajon, CA
Store No. Unknown	Parkway Plaza	El Cajon, CA
Store No. Unknown	The Mall at Partridge Creek (Janie & Jack)	Clinton, MI
Store No. Unknown	Plaza West Covina (Crazy 8)	West Covina, CA
Store No. Unknown	Plaza West Covina	West Covina, CA
Store No. 674	The Promenade Bolingbrook	Bolingbrook, IL
Store No. Unknown	Rimrock Mall (Crazy 8)	Billings, MT
Store No. Unknown	Rimrock Mall	Billings, MT
Store No. Unknown	Solano Town Center	Fairfield, CA
Store No. Unknown	Southlake Mall	Merrillville, IN
Store No. Unknown	SouthPark Mall (Crazy 8)	Strongsville, OH
Store No. Unknown	SouthPark Mall	Strongsville, OH
Store No. Unknown	Stony Point Fashion Park	Richmond, VA
Store No. Unknown	The Mall At Wellington Green	Wellington, FL
Store No. 6099	Westland Mall (Crazy 8)	Hialeah, FL
Store No. Unknown	The Shops at Willow Bend	Plano, TX
Store No. Unknown	The Shops at Willow Bend (Janie & Jack)	Plano, TX

Southgate Mall Associates, LLP		
Store No. Unknown	Southgate Mall	Missoula, MT
Store No. Unknown	Southgate Mall (Crazy 8)	Missoula, MT
The Forbes Company		
Store No. Unknown	Somerset Collection North	Troy, MI
Store No. Unknown	Somerset Collection North (Janie & Jack)	Troy, MI
Store No. Unknown	The Mall at Millenia	Orlando, FL
Store No. Unknown	The Mall At Millenia (Janie & Jack)	Orlando, FL
Store No. Unknown	The Gardens	Palm Beach Gardens, FL
Store No. Unknown	The Gardens (Janie & Jack)	Palm Beach Gardens, FL
TSW 2015 LLC		
Store No. Unknown	Town Square @ Wheaton	Wheaton, IL
Trademark Property Company		
Store No. Unknown	Watters Creek at Montgomery Farm	Allen, TX
TYBAB Partners LLC		
Store No. Unknown	Burlingame (Janie & Jack)	Burlingame, CA
Valley Square Owner, LLC		
Store No. Unknown	The Shoppes at Valley Square	Warrington, PA
YTC Mall Owner, LLC		
Store No. Unknown	Yorktown Center	Lombard, IL
Store No. Unknown	Yorktown Center (Crazy 8)	Lombard, IL

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Exhibit B

In re: The Gymboree Corporation, et al.
 Core/2002 Service List
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DESCRIPTION	NAME	NOTICE NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE	COUNTRY	PHONE	FAX	EMAIL
Counsel to the ad hoc group of senior unsecured noteholders	Akin Gump Strauss Hauer & Feld LLP	Attn: Daniel H. Golden and Jason P. Rubin	One Bryant Park	Bank of America Tower	New York	NY	10036-6745		212-872-8010	212-872-1002	dgolden@akingump.com jrubin@akingump.com
Counsel to the ad hoc group of senior unsecured noteholders	Akin Gump Strauss Hauer & Feld LLP	Attn: James Savin	Robert S. Strauss Building	1333 New Hampshire Avenue, N.W.	Washington	DC	20036-1564		202-887-4417	202-887-4288	jsavin@akingump.com
Counsel to Landlord Creditors The Macerich Company, Starwood Retail Partners LLC, ABC SWWMPA001, LLC CenterCal Properties LLC, Centennial Real Estate Company, Deutsche Asset & Wealth Management, Foursquare Properties, Inc., GEM Realty, PGIM Real Estate, Southgate Mall Associates LLP, The Forbes Company, and YTC Mall Owner, LLC	Ballard Spahr LLP	Attn: Dustin P. Branch	2029 Century Park East, Suite 800	61 Hoi Yuen Road, Kwun Tong	Los Angeles	CA	90067-2909	Hong Kong	424-204-4400	424-204-4350	branchd@ballardspahr.com CARMENCHAU@FSOURCING.COM ksimarc@choate.com jfenn@choate.com jmarshall@choate.com NARAYANIVENKATESH-DIXIT@COGNIZANT.COM
Top 50 Creditor Counsel to Pathlight Capital, LLC, the administrative agent under the Debtors' ABL Revolver	Choate, Hall & Stewart LLP	Attn: Carmen Chau Attn: Kevin J. Simard, Jonathan D. Marshall & Jennifer C. Fenn	Two International Place		Boston	MA	02110		617-248-5000	617-248-4000	
Top 50 Creditor	Cognizant Technology Solutions	Attn: Narayani Venkatesh-Dixit	211 Quality Circle		College Station	TX	77845		925-523-8292	979-691-7750	
Top 50 Creditor	Concept Knitting Limited Counsel to the Texas Comptroller of Public Accounts and Texas Workforce Commission	Attn: Carmen Chau	Tiargati, Sataish Bazar	Tongi	Gaipur	Bangladesh			852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Counsel to the Texas Comptroller of Public Accounts and Texas Workforce Commission	Deutsche Bank Trust Company Americas Trust and Securities Services	Attn: John Mark Stern, Assistant Attorney General	Bankruptcy & Collections Division NC 008	PO Box 12548	Austin	TX	78711-2548		512-475-4868	512-936-1409	john.stern@oag.texas.gov
Top 50 Creditor	Deutsche Bank Trust Company Americas Trust and Securities Services	Attn: Corporates Team / Giraffe Acquisition Corporation	60 Wall Street, 27th Floor	MS: NYC60-2710	New York	NY	10005		866-243-9656	732-578-4635	DB@AMSTOCK.COM
Indenture Trustee for the Debtors' Senior Unsecured Notes	Deutsche Bank Trust Company Americas Exports Global Clothing (P) Ltd	Attn: Rodney Gaughan	100 Plaza One, 6th Floor	MS: JY03-0699	Jersey City	NJ	07311		852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Top 50 Creditor	Environmental Protection Agency	Attn: Carmen Chau Region 3 (DC, DE, MD, PA, VA, WV)	5/591, Sri Lakshmi Nagar	Pitchampalayam Pudur	Tirupur	Tamilnadu		India	215-814-5000	215-814-5103	rgold@epa.gov rgold@fbllaw.com awebb@fbllaw.com
Environmental Protection Agency	Frost Brown Todd LLC	Attn: Ronald E. Gold, Esq. & A.J. Webb, Esq.	1650 Arch Street	301 East Fourth Street	Philadelphia	PA	19103-2029		513-651-6800	513-651-6981	
Counsel to Washington Prime Group Inc.	Fuji Enterprise Co. Ltd. General Lion Footwear (International) Ltd	Attn: Carmen Chau Attn: Carmen Chau	3300 Great American Tower, Ind Bldg	Yuanji Rd, Shetou Shiang, 650-652 Castle Peak Rd, Lai Chi Kok	Chenghua County Kowloon	Taiwan		Taiwan	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM CARMENCHAU@FSOURCING.COM
Top 50 Creditor	GGP Limited Partnership, as Direct and Indirect Owner and/or Managing Agent as Landlord	Attn: Kristen N. Pate Attn: Carmen Chau	110 N. Wacker Drive 4F, 222, Sec.2	Jin-Shan S. Road	Chicago Taipei	IL	60606		312-960-2940	312-442-6374	kgpk@ggp.com CARMENCHAU@FSOURCING.COM
Top 50 Creditor	Glory Industries Ltd	Attn: Carmen Chau	7/A, Sholsahar Light Industrial Area (Yeouido-Dong, 5F), 29, Eunhaeng-Ro	Bairid Bostami Road Yeongsungpo-Gu 268 Songpa-Daero, Songpa-Gu	Chittagong Seoul Seoul	Bangladesh Korea Korea	852-2806-7980		852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM CARMENCHAU@FSOURCING.COM
Top 50 Creditor	Hansae Co., Ltd.	Attn: Carmen Chau	Hansoll Textile Bldg.	Songpa-Gu	Richmond	VA	23219		804-788-8200	804-788-8218	tpbrown@hunton.com jpaget@hunton.com
Top 50 Creditor Counsel to Bank of America, NA, the administrative agent under the Debtors' ABL Term Loan	Hunton & Williams LLP	Attn: Tyler P. Brown & Justin F. Paget	Riverfront Plaza, East Tower 951 Byrd Street		Richmond	VA	23219		800-973-0424	855-235-6787	
IRS Insolvency Section Internal Revenue Service	Internal Revenue Service Internal Revenue Service	Attn: Centralized Insolvency Operation Attn: Suzanne Walker	P.O. Box 7346 400 N. 8th Street	Box 76	Philadelphia Richmond	PA VA	19101-7346 23219		804-916-8065	855-652-9056	Suzanne.Walker@irs.gov

In re: The Gymporee Corporation, et al.
 Core/2002 Service List
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DESCRIPTION	NAME	NOTICE NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE	COUNTRY	PHONE	FAX	EMAIL
Top 50 Creditor	J.K. Knit Composite Ltd	Attn: Carmen Chau	Holding No. 10/1	Shop No. South Dorapur,	Savar	Dhaka		Bangladesh	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Top 50 Creditor	Jubileeex	Attn: Carmen Chau	4/316, Kumarasamy Nagar No 9 Hajling Road, Xibin	Pitchampalayam	Tamil Nadu			India	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Top 50 Creditor	Kany Footwear Corp.	Attn: Carmen Chau	2F Jung Woo B/D, 39-8 Saum Sung-Dong	Gang Nam-Gu	Seoul		362200	China	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Top 50 Creditor	KG Fashion Co., Ltd.	Attn: Carmen Chau Anup Sathy, & Steven N. Serejeddini	300 North LaSalle		Chicago	IL	60654	Korea	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Counsel to Debtor	Kirkland & Ellis LLP	Attn: Joshua A. Sussberg & Matthew C. Fagen	601 Lexington Avenue		New York	NY	10022		312-862-2000	312-862-2200	anup.sathy@kirkland.com joshua.sussberg@kirkland.com
Counsel to Debtor	Kirkland & Ellis LLP	Attn: Robert T. Schmidt, Andrew M. Dove	1177 Avenue of the Americas		New York	NY	10036		212-446-4800	212-446-4900	matthew.fagen@kirkland.com rschmidt@kramerlevin.com
Counsel to LF Centennial Pte Ltd.					New York	NY	10036		212-715-9100	212-715-8000	adove@kramerlevin.com
Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC, PR Springfield/Deico Limited Partnership, PR Plymouth Meeting Limited Partnership, PR Exton Square Property, LP, PR Springfield Town Center, PR Valley View, PR Patrick Henry PR Capital Ctr, Susquehanna Valley Mail Associates, PR Logan Valley Limited Partnership, PR Wyoming Valley Limited Partnership, PR Magnolia LLC and Morrestown Mall, LLC	Kurtzman Steady, LLC	Attn: Jeffrey Kurtzman, Esquire	401 S. 2nd Street, Suite 200		Philadelphia	PA	19147		215-839-1222		kurtzman@kurtzmansteady.com Michael.Condyles@KutakRock.com Peter.Barrett@KutakRock.com Jeremy.Williams@KutakRock.com
Co-Counsel to Debtor	Kutak Rock LLP	Attn: Michael A. Condyles, Peter J. Barrett, & Jeremy S. Williams	901 East Byrd Street	Suite 1000	Richmond	VA	23219-4071		804-644-1700	804-783-6192	
Counsel to Westfield, LLC and Certain of its Affiliates	LeClairRyan, A Professional Corporation	Attn: Christopher L. Perkins	919 East Main Street, 24th Floor		Richmond	VA	23219		804-783-7550	804-783-7686	christopher.perkins@leclairryan.com
Counsel to Westfield, LLC and Certain of its Affiliates	LeClairRyan, A Professional Corporation	Attn: Nicolas A. Ferland, Esq., Ilan Markus, Esq.	7/F HK Spinners Industrial Building, Phases I & II	800 Cheung Sha Wan Road	New Haven	CT	06511		203-672-3211	203-672-3232	nicolas.ferland@leclairryan.com ilan.markus@leclairryan.com
Top 50 Creditor	Li & Fung	Attn: Carmen Chau	844/60 Soi Watchanna, New Road	Bangkok	Kowloon			Hong Kong	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Top 50 Creditor	Lim Line Apparel Co. Ltd.	Attn: Carmen Chau	Bangkok		Bangkok			Thailand	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Counsel to Kaufman County, Tarrant County, City of Frisco, Smith County, Dallas County, Allen ISD & Lewisville ISD	Linebarger Goggan Blair & Sampson, LLP	Attn: Elizabeth Weiler	2777 N. Stemmons Freeway, Suite 1000		Dallas	TX	75207		214-880-0089	469-221-5003	dallas.bankruptcy@publicans.com
Counsel to Cypress-Fairbanks ISD, Fort Bend County, Galveston County, Harris County, and Montgomery County	Linebarger Goggan Blair & Sampson, LLP	Attn: John P. Dillman	PO Box 3064		Houston	TX	77253-3064		713-844-3400	713-844-3503	houston_bankruptcy@publicans.com
Top 50 Creditor	Mawna Fashions Ltd	Attn: Carmen Chau	Tepirbari, Sreepur		Gazipur			Bangladesh	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Counsel to Credit Suisse AG, Cayman Islands Branch, the administrative agent under the Debtors' Senior Secured Term Loan	McGuireWoods LLP	Attn: Dion W. Hayes, Esq., Sarah B. Boehm, Esq., & K. Elizabeth Sieg, Esq.	Gateway Plaza	800 E. Canal Street	Richmond	VA	23219		804-775-1000	804-698-2255	dhayes@mcguirewoods.com sboehm@mcguirewoods.com bsieg@mcguirewoods.com
Counsel to Credit Suisse AG, Cayman Islands Branch, the administrative agent under the Debtors' Senior Secured Term Loan	McGuireWoods LLP	Attn: Dennis F. Dunne, Esq., Evan R. Fleck, Esq., & Michael W. Price, Esq.	28 Liberty Street		New York	NY	10005-1413		212-530-5000	212-822-5557	ddunne@milbank.com mprice@milbank.com
Counsel to Bank of America, NA, the administrative agent under the Debtors' ABL Term Loan	Morgan, Lewis & Bockius LLP	Attn: Julia Frost-Davis, Robert A.J. Barry, & Amelia C. Joiner	One Federal St Unit No.1501,15/F,Prosperity Center Rm# 2601, Korea World Trade Center		Boston	MA	02110		617-951-8000	617-341-7701	julia.frost-davis@morganlewis.com robert.barry@morganlewis.com amelia.joiner@morganlewis.com
Top 50 Creditor	Nam Po Footwear Ltd.	Attn: Carmen Chau			Kowloon			Hong Kong	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM
Top 50 Creditor	Namyang International Co., Ltd	Attn: Carmen Chau			Seoul			Korea	852-2806-7980	852-3929-1329	CARMENCHAU@FSOURCING.COM

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DESCRIPTION	NAME	NOTICE NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE	COUNTRY	PHONE	FAX	EMAIL
Attorney General Top 50 Creditor	National Association of Attorneys General Next Collections Ltd Office of the Attorney General of Virginia	Attn: Karen Cordry Attn: Carmen Chau	2030 M St., N.W. 1323-1325 Beron	8th Floor. Ashulia, Saver	Washington Dhaka	DC	20036	Bangladesh	202-326-6025 852-2806-7980	202-331-1427 852-3929-1329	kordy@naag.org CARMENCHAU@LFSOURCING.COM
Office of the Attorney General of Virginia	Office of the United States Attorney for the Eastern District of Virginia United States Trustee Eastern District of Virginia	Attn: Kenneth T. Cuccinelli II	900 E. Main St		Richmond	VA	23219		804-786-2071	804-786-1991	usavae.usatry@usdoj.gov
Office of the United States Trustee Eastern District of Virginia	Trustee Office of the United States Trustee	Attn: Hugh M. Bernstein Attn: Robert Van Arsdale & Judy A. Robbins	101 West Lombard Street 701 E. Broad St., Ste. 4304	Suite 1800 Suite 2625	Richmond Baltimore	MD	21201		410-962-7771		Hugh.M.Bernstein@usdoj.gov Robert.B.Van.Arsdale@usdoj.gov Judy.Robbins@usdoj.gov
Top 50 Creditor	Oracle America, Inc.	Attn: Phyllis Savage	Attn: Lease Administration	1001 Sunset Blvd	Rocklin	CA	95765		916-315-5945	650-506-7114	PHYLLIS.SAVAGE@ORACLE.COM CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Pan Pacific Co Ltd.	Attn: Carmen Chau	12, Digital-Ro 31-Gil Cs 576, Banarcharla (Bagher Bazar)	Guro-Gu Babanipur, Gazipur	Seoul			Korea	852-2806-7980	852-3929-1329	OKGUY@PANPACIFIC.CO.KR
Top 50 Creditor	Panwin Designs Limited	Attn: Carmen Chau	No.3, Lane 616, Sec. 2nd Unit 801-3, 8/F, 3 Wing	Chung Shang Rd., Sadar Chung Ho Dist.	Gazipur New Taipei City			Bangladesh	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Pao Yuan Garments Corp.	Attn: Carmen Chau	Kong Street	Cheung Sha Wan	Kowloon			Hong Kong	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Pearl Global (HK) Limited Pension Benefit Guaranty Corporation	Office of the Chief Counsel Attn: Elizabeth Banda Calvo, Dustin L. Banks	1200 K Street, NW 1919 S. Shiloh Rd.	Suite 310	Washington Garland	DC	20005-4026 75042		202-326-4113 972-278-8382		dbanks@pbfc.com ecobb@pbfc.com
Counsel to City of Garland, Garland ISD Counsel to Arlington ISD, Crowley ISD, City of Grapevine, Grapevine-Colleyville ISD, City of Highland Village	Pro-Hot Enterprise Co., Ltd., PT Uni Kyung Seung International	Attn: Carmen Chau Attn: Carmen Chau	4 F., No.12, Lane 181, Sec. 2 District Ji. Sumatra Blok D 17 Bi (KBN) Cakung	Jui Zong Road, Nei Hu Kei, Sukapura, Kec Cilingjing	Taipei City Jakarta			Taiwan	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	PT. Bina Busana Internusa	Attn: Carmen Chau	Kecamatan Grogol, Kalurahan Banaran,	Jakarta Utara	DKI Jakarta			Indonesia	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Pt. Dan Liris PT. Mondrian, Ji Kh Hasyim Ashari	Attn: Carmen Chau Attn: Carmen Chau	No 171 By Pass Klanten Flat C9, Blk C3/F., Hong Kong Ind.Ctr.	Klaten 489-491 Castle Peak Road	Central Java Kowloonhong			Indonesia	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Radar Top Ltd, Royal Classic Mills (P) Ltd.	Attn: Carmen Chau Attn: Carmen Chau	31, Puliyemara Thottam 1500 Pennsylvania Ave, N.W.	Mangalam Road	Tirupur	Tamilnadu		Hong Kong	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
US Secretary of Treasury Securities and Exchange Commission Headquarters Securities and Exchange Commission Philadelphia Division	Secretary of Treasury Commission Securities and Exchange Commission	Attn: General Counsel Attn: Sharon Binger Regional Director	100 F St., N.E. One Penn Center 2F Seyang B/D, 424-6 Dogok- Dong	1617 JFK Blvd., Ste. 520	Washington Washington	DC	20549		202-622-2000 202-551-6061	202-622-6464 202-772-9180	secbankruptcy@sec.gov philadelphia@sec.gov
Top 50 Creditor	Seyang Corporation	Attn: Carmen Chau	10F Block A	Gaigang-Gu	Seoul			Korea	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Shartex International Trading Shinwon Corporation	Attn: Carmen Chau Attn: Carmen Chau	Shinwon Bldg 225 West Washington Street	Mapo-Gu Mado-Gu	Seoul			China	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Counsel to Simon Property Group, Inc. Top 50 Creditor	Simon Property Group, Inc. Sonia And Sweets Ltd.	Attn: Ronald M. Tucker, Esq. Attn: Carmen Chau	604, Kondolbagh, Taibpur 33 Soi Phetkasame 33/1	Ashulia Road Saver Bang-Wnuu,	Indianapolis Dhaka	IN	46204		317-263-2346 852-2806-7980	317-263-7901 852-3929-1329	rtucker@simon.com CARMENCHAU@LFSOURCING.COM
Top 50 Creditor State of WV Department of Environmental Protection	Springfield Garment Co. Ltd. State of WV Department of Environmental Protection	Attn: Carmen Chau Attn: Melinda S. Cambell, Chief	Phetkasame Road 601 57th Street, S.E.	Phayachareon	Bangkok Charleston		25304	Thailand	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM

In re: The Gympore Corporation, et al.
 Core/2002 Service List
 Case No. 17-32986 (KLP)

DESCRIPTION	NAME	NOTICE NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE	COUNTRY	PHONE	FAX	EMAIL
Top 50 Creditor	Suntec Garments Limited	Attn: Carmen Chau	45/F, Huali International Building	No.67, Zhujiang Road	Nanjing Jiangsu			China	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	TA Trading Co., Ltd	Attn: Carmen Chau	194, Dongli-Ro	Gwangjin-Gu	Seoul			Korea	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Counsel to The Marton Plaza, Inc. dba Eastwood Mall, Governor's Square Company dba Governor's Square, Huntington Mall Company dba Huntington Mall, Kentucky Oaks Mall Company dba Kentucky Oaks Mall, Meadowbrook Mall Company dba Meadowbrook Mall, Cafaro-Peachcreek Joint Venture Partnership dba Peachcreek Mall, Sandusky Mall Company dba Sandusky Mall, The Cafaro Northwest Partnership dba South Hill Mall, Spotsylvania Mall Company dba Spotsylvania Towne Centre	The Cafaro Company	Attn: Richard T. Davis	5577 Youngstown-Warren Rd.		Niles	OH	44446		330-747-2661	330-743-2902	rdavis@cafaro.com
Top 50 Creditor	Tip Top Fashions Ltd	Attn: Carmen Chau	Ind. Plot No#1, Avenue-1, Block-E	Section-11, Mirpur	Dhaka			Bangladesh	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Tongxiang Colax Industrial	Attn: Carmen Chau	No.3033, East Huan Cheng Road	Wu Tong Industrial Zone	Tong Xiang	Zhe Jiang		China	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Tooku Trading Corp. Ltd. (Gmi)	Attn: Carmen Chau	Unit 1305, 13/F, Prosperity Place 6 Shing Yip Street	Kwun Tong	Kowloon			Hong Kong	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Top Rise Garment Factory (O/B Top Rise Industrial Co., Ltd.)	Attn: Carmen Chau	Flat A & B, 8/F., Lucky Factory Building	63-65 Hung To Road, Kwun Tong	Kowloon			Hong Kong	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Troutman Sanders LLP	Attn: Brett Goodman	875 Third Avenue		New York	NY	10022		212-704-6170	212-704-5966	brett.goodman@troutmansanders.com
Counsel to KIR Pasadena II, LP and Copperwood Village, LP	Troutman Sanders LLP	Attn: Jonathan L. Hauser	222 Central Park Ave., Suite 2000		Virginia Beach	VA	23462		757-687-7768	757-687-1505	jonathan.hauser@troutmansanders.com
Top 50 Creditor	Vijay Garments Limited	Attn: Carmen Chau	Plot No D-3(2), Meppz-Seq	Tambaram, Chennai	Tamil Nadu			India	852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Virginia Department of Taxation	Virginia Department of Taxation	Attn: Office of Customer Services	P.O. Box 1115		Richmond	VA	23218-1115				matt.barr@well.com
Counsel to Bain Capital Private Equity LP	Well, Gotschal & Manges LLP	Attn: Matthew S. Barr and Robert Lemons	767 Fifth Avenue		New York	NY	10152-0019		212-310-8010	212-310-8007	robert.lemons@well.com
Counsel to Pathlight Capital, LLC, the administrative agent under the Debtors' ABL Revolver	Whiteford Taylor Preston, LLP	Attn: Christopher A. Jones	3190 Fairview Park Drive, Suite 800	1-15 Kwai Fung Crescent, Industrial Building	Falls Church	VA	22042-4510		703-280-9263	703-280-8942	cajones@wtplaw.com
Top 50 Creditor	Wings Garment Factory	Attn: Carmen Chau	Unit 23-28A 11/F., Profit Industrial Building		New Territories	Hong Kong			852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Counsel to Bain Capital Private Equity LP	Wolcott Rivers Gates	Attn: Cullen D. Speckhart	200 Bendix Road	Ste. 300	Virginia Beach	VA	23452		757-497-6633	757-470-5566	especkhart@wolriv.com
Counsel to Bain Capital Private Equity LP	Wolcott Rivers Gates	Attn: Cullen D. Speckhart	919 Main Street	912-914 Cheung Sha Wan Road	Richmond	VA	23219		757-497-6633	757-470-5566	especkhart@wolriv.com
Top 50 Creditor	Worldmax Garment Limited	Attn: Carmen Chau	7/F., Trust Center	No.90 Hubin South Road, Xiamen	Kowloon	Hong Kong			852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Xiamen Wellcast Co., Ltd	Attn: Carmen Chau	29F Lixin Plaza		Fujian	China			852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Yumark Enterprises Corp.	Attn: Carmen Chau	14 Fl. 67, Sec 2	Tun Hwa S Rd.	Taipei	tw			852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM
Top 50 Creditor	Zhangliagang Dongdu Textile	Attn: Carmen Chau	No. 638 Jingang Dadao		Zhangliagang	Jiangsu,			852-2806-7980	852-3929-1329	CARMENCHAU@LFSOURCING.COM

Addendum to Exhibit A

Proposed Counsel for The Official Committee of Unsecured Creditors	Mark T. Power	Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022	mpower@hahnhausen.com
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Proposed Counsel for The Official Committee of Unsecured Creditors	David N. Tabakin	Tavenner & Beran, PLC, 20 North Eighth Street, Second Floor, Richmond, Virginia 23219	dtabakin@tb-lawfirm.com