

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: <b>Urban Brands, Inc.</b>	Case Number: <b>10-13005-KJC</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>DJM ASSET MANAGEMENT,LLC DJM REALTY SERVICES, LLC</b>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <b>Court Claim Number:</b> _____ <i>(if known)</i> <b>Filed on:</b> _____	
Name and address where notices should be sent: 25641042026688 DJM ASSET MANAGEMENT,LLC DJM REALTY MELVILLE, NY 11747	 <b>YOUR CLAIM IS SCHEDULED AS:</b> <u>SCHEDULE ID: s2206</u> <b>AMOUNT/CLASSIFICATION:</b> <u>\$150,000.00 UNSECURED</u>	
Name and address where payment should be sent (if different from above):  <b>RECEIVED</b>  <b>DEC 16 2010</b>  <b>Telephone No.</b> _____  <b>BMC GROUP</b>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>150,000.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges	<b>5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.	
<b>2. Basis for Claim:</b> <u>UNPAID RETAINER - CONTRACT FOR REAL ESTATE SERVICES</u> (See instruction #2 on reverse side.) <b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commission (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a) _____.	
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate:</b> _____ %	<b>Amount entitled to priority:</b> \$ _____ <i>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>	
<b>Amount of arrearage and other charges as of time case filed included in secured claim,</b> <b>if any:</b> \$ _____ <b>Basis for Perfection:</b> _____ <b>Amount of Secured Claim:</b> \$ _____ <b>Amount Unsecured:</b> \$ _____		
<b>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9):</b> \$ _____ (See instruction #6 on reverse side.)		
<b>7. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>8. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
<b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain:		
Date: <b>11/30/10</b>	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <b>E.P. Zinnow / EDWARD P. ZINNOW</b> <b>S.R. MANAGING DIRECTOR</b>	
		<b>FOR COURT USE ONLY</b> <b>Urban Brands</b>  <b>00340</b>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, District of Delaware), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state the annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

- 5. Amount of Claim Entitled to Priority Under 11 U.S.C. §§ 507(a).**  
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

- 6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9)** State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

**7. Credits:**

An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**8. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. § 506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §§ 507(a)**  
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgement of Filing a Claim**

To receive acknowledgment of your filing, please enclose a stamped self-addressed envelope and a copy of this proof of claim. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.bmcgroup.com/UrbanBrands>

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**PLEASE SEND COMPLETED PROOFS OF CLAIM TO:**

**Via Regular U.S. Mail** **Via Overnight Courier**

BMC Group, Inc. Attn: Urban Brands Claims Processing P.O. Box 3020 Chanhassen, MN 55317	BMC Group, Inc. Attn: Urban Brands Claims Processing 18750 Lake Drive East Chanhassen, MN 55317
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**AGREEMENT**

**For**

**SERVICES**

**Between**

**URBAN BRANDS, INC.**

**And**

**DJM REALTY SERVICES, LLC**

## AGREEMENT FOR SERVICES

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This AGREEMENT FOR SERVICES ("Agreement") is made as of this 31st day of August, 2010 ("Effective Date") by and between DJM REALTY SERVICES, LLC, a Delaware limited liability company ("Consultant") and URBAN BRANDS, INC. a Delaware corporation ("Company").

### RECITALS

- A. Company leases those certain real properties (individually a "Property" and collectively the "Properties") listed on Schedule A attached hereto and incorporated herein. Company desires to (i) negotiate with landlords to obtain forbearance agreements concerning possible landlord actions related to overdue lease payments and any necessary consents or waivers in connection with the Company's planned sale of equity interests (the "Change In Control Transaction") and (ii) to negotiate with landlords of the Properties to obtain rent reductions or deferrals, waivers of past due amounts, lease term extensions and/or other beneficial lease modifications.
- B. Company desires to retain Consultant to provide the above stated and certain other special real estate consulting services concerning the Properties (the "Services") under the terms and conditions contained herein and Consultant is willing to provide such Services.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts set forth in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term of Agreement. This Agreement shall remain in full force and effect for a term of ninety (90) days following the Effective Date and thereafter shall be automatically extended for successive thirty (30) day periods until cancelled by either party upon at least thirty (30) days prior written notice.
2. Services. During the term of engagement Consultant shall provide the Services listed below.

Consultant shall:

- A. negotiate with landlords of the leases as to executing forbearance agreements and consents or waivers required in connection with the Change In Control Transaction and make recommendations to Company as to accepting, rejecting or modifying offers;
  - B. negotiate with landlords of the Properties to obtain rent reductions or deferrals, waivers of past due amounts, lease term extensions and/or other beneficial lease modifications and make recommendations to Company as to accepting, rejecting or modifying offers; and
  - C. assist Company's attorneys and business persons responsible for the execution of forbearance agreements, including assisting in resolving questions from landlords which may arise during the documentation process.
3. Compensation. Compensation for the Services is set forth on Schedule B attached hereto and incorporated herein.

## AGREEMENT FOR SERVICES

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4. Expenses and Disbursements. (a) Consultant shall not be responsible for any transactional costs and/or legal expenses incurred by Company in connection with Consultant's provision of the Services. (b) Company shall reimburse Consultant for its reasonably incurred overnight delivery service expenses. Allowed expenses shall be paid to Consultant within ten (10) business days of Company's receipt of an invoice therefore.
  
5. Company's Representative. Laura Weil shall be Company's representative ("Company's Representative") in dealing with Consultant. Company reserves the right, at any time and from time to time, upon written notice to Consultant, to designate a successor representative. Consultant shall report regularly to the Company's Representative in order to keep her fully advised of Consultant's performance. The designated principal representative for Consultant ("Consultant's Representative") shall be Emilio Amendola.
  
6. Scope of Agreement.
  - A. Company Cooperation/Representation. At or before the Effective Date Company shall: (i) provide to Consultant copies of the leases and lease abstracts for the Properties along with a list of contact information for landlords and a schedule of rents, real estate taxes and other charges payable pursuant to such leases and a list of all such lease amounts that are unpaid as of September 1, 2010 and (ii) assist and cooperate with Consultant whenever reasonably necessary by making Company personnel available to Consultant for consultation, attendance on conference calls with landlords and providing other information and data reasonably necessary for the performance of the Services. Consultant may use the Company's name and logo to identify Company as one of Consultant's clients.
  - B. No Authority to Execute Agreements. Notwithstanding anything in this Agreement to the contrary, Consultant shall have no right or power to enter into any agreement in the name of, or on behalf of Company, or to otherwise obligate Company in any manner, or make any representations regarding the condition of the Properties without the prior written consent and approval of Company, which approval may be withheld in Company's sole discretion.
  - C. Meetings and Written Reports. Consultant shall on a weekly basis deliver written status reports to Company's Representative regarding the status of all activities, negotiations and other transactions. If requested by Company, Consultant shall meet with or participate in telephone conferences, on a regular basis, with Company's Representative regarding such status of activities.
  
7. Approval of Contracts. All of the terms and conditions of each and every proposed forbearance agreement or modification of a lease of a Property proposed by Consultant shall be subject to approval by Company, which approval may be withheld in Company's sole discretion.
  
8. Independent Contractor. This Agreement does not establish an employer-employee relationship between Company and Consultant. Consultant's personnel are not employees or agents of Company, and Consultant retains the right to exercise full control and supervision over the performance, employment, direction, compensation and discharge of any and all of Consultant's personnel assisting in the performance of Consultant's obligations. Consultant shall be solely responsible for all matters relating to payment of Consultant's personnel, including, but not limited to, compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local laws, rules and regulations governing such matters.

## AGREEMENT FOR SERVICES

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9. **Default.** If either party materially fails to perform its obligations in accordance with the terms hereof, and does not cure or take reasonable steps to commence to cure such failure within ten (10) business days of written notice of such default, the other party shall have the right to terminate this Agreement by notice of termination to the non-performing party, effective ten (10) calendar days after the date such notice is given. In no event shall Consultant's liability for a default or breach of this Agreement exceed the amount of the fees paid to Consultant hereunder.
10. **Assignment.** This Agreement relates to personal services to be performed by Consultant, and Consultant shall not have the right to assign this Agreement without Company's consent, which consent may be withheld in Company's sole discretion.
11. **Notices.** All notices, requests, consents, approvals, payments in connection with this Agreement, or communications which either party desires or is required or permitted to give or make to the other party under this Agreement shall be deemed to have been given, made and delivered, only when made or given in writing and personally served; three (3) business days after deposit in the United States mail, certified or registered mail, postage prepaid; sent by email, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); sent by telecommunication, when transmitted to the applicable fax number and an appropriate answerback is received; or sent by reputable overnight courier (e.g., UPS or Federal Express) and addressed to the parties as follows:

To Company:

Urban Brands, Inc.  
100 Metro Way  
Secaucus, NJ 07094  
Attn: Laura Weil  
Chief Executive Officer  
Tel: 201-319-9093 ext. 2112  
Fax: 201-319-9582  
E-mail: lweil@urbanbrands.com

With a copy to:

Urban Brands, Inc.  
100 Metro Way  
Secaucus, NJ 07094  
Attn: Stephen Feldman  
Tel: 201-319-9093 ext. 2304  
Fax: 201-319-9582  
E-mail: sfeldman@urbanbrands.com

To Consultant:

DJM Realty Services LLC  
445 Broad Hollow Road, Suite 225  
Melville, NY 11747  
Attn: Emilio Amendola  
Co-President  
Tel: 631-927-0023  
Fax: 631-752-1231  
E-mail: [eamendola@djmrealty.com](mailto:eamendola@djmrealty.com)

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## AGREEMENT FOR SERVICES

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12. Compliance With Laws. Consultant agrees to comply with all applicable federal, state and local laws, regulations, and codes in the performance of the Services and this Agreement. Consultant may associate with brokers licensed in the states where the Properties are located.
13. Survival of Fee. In the event Company, or its successors or assigns, enters into any transaction during the term of this Agreement, the result of which would entitle Consultant to a fee pursuant to this Agreement, then Consultant shall be entitled to its fee pursuant to the terms of this Agreement. So long as Consultant has conducted documented negotiations with a landlord or other party prior to the termination of this Agreement and a transaction(s) covered by this Agreement is executed with such party within sixty (60) days after the termination of this Agreement, and such transaction ultimately closes, Consultant shall be entitled to a fee in accordance with the terms of this Agreement. Consultant must provide to Company a written list of such parties from whom it had received written communication and with whom it had conducted negotiations, within ten (10) business days after termination of this Agreement.
14. Waivers and Amendments. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended, or modified by either party, unless it is in writing and signed by both parties.
15. Severability. If any provision, or any portion of any provision, contained in this Agreement is held unenforceable, then it shall, to that extent alone, be deemed omitted and this Agreement shall be construed as if such unenforceable provision had never been contained herein.
16. Survival. The terms, conditions, indemnities and warranties contained in this Agreement that are intended to survive the expiration or termination of this Agreement shall survive.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded by this Agreement.
18. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. The persons signing this Agreement on behalf of Company and Consultant represent that they have the authority to enter into this Agreement and can bind Company and Consultant.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
21. Disclosure. From time to time, Gordon Brothers Group, LLC or its affiliates, including Consultant (jointly and severally, "Gordon Brothers") may have made or performed or may in the future make or perform proposals or services regarding asset disposition, real estate, financing, and appraisal work for or concerning the Company and equity or debt investments in the Company. Nothing herein shall preclude the right of Gordon Brothers to make proposals or enter into transactions to perform such services for or concerning the Company or to make any such equity or debt investments in the Company. An affiliate of Gordon Brothers engages in the business of buying and selling debt and equity securities. Gordon Brothers has instituted ethical walls and other procedures to comply with securities laws, including not sharing confidential information with that affiliate. Consultant is without knowledge as to whether that affiliate has or may have a position in securities or debt of the Company.

## AGREEMENT FOR SERVICES

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22. Confidential Information. From time to time, Company's Representative may direct Consultant to provide certain confidential information concerning the Company to certain third parties as specified by the Company's Representative. In such instances Consultant is authorized to so disclose the applicable confidential information.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

COMPANY:

URBAN BRANDS, INC.

By: Michael A. Abate  
Name: Michael A. Abate  
Title: VP FINANCE / TREASURER

CONSULTANT:

DJM REALTY SERVICES, LLC

By: E. P. Zimmer  
Name: Edward P. Zimmer Emilio Amadorca  
Title: Sr. Managing Director Co-President

### Schedules

Schedule A Properties  
Schedule B Compensation

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SCHEDULE A

PROPERTIES

Store #	NAME	State	TYPE	GROSS	SOFT	REGIONAL
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**URBAN BRANDS, INC.**  
**ASHLEY STEWART - STORE TABLE**

Upcoming Options  
Docs pending  
No Options

#	NAME	ADDRESS	CITY	STATE	TYPE	GROSS SQ.FT.	SALES	EBIDTA	EXPIRATION	OPTION TO RENEW
										NOTICE DATE
102	Green Acres Mall	1086 Green Acres Mall	Valley Stream	NY	Mall	5,420	\$ 638,276	\$ 41,642	8/31/2011	
107	Kings Plaza Mall	5330 Kings Plaza; Space C4	Brooklyn	NY	Mall	7,459	\$ 1,032,380	\$ 72,410	7/31/2017	
109	Langley Park	7972 New Hampshire Avenue	Langley Park	MD	Strip	4,500	\$ 344,807	\$ 51,092	1/31/2011	
111	Union	1721 E. Morris Ave Rt 22	Union	NJ	Strip	3,891	\$ 72,759	\$ 250,370	1/31/2014	
112	Bay Plaza Center	2130 Bartow Avenue	Bronx	NY	Strip	3,798	\$ 76,676	\$ 174,745	1/31/2014	
113	Military Circle	890 N. Military Highway #112	Norfolk	VA	Mall	4,000	\$ 267,708	\$ 61,935	1/31/2011	
116	Evergreen Plaza	9560 S. Western Avenue J-6	Evergreen Park	IL	Mall	5,761	\$ 60,542	\$ 119,091	1/31/2016	
117	River Oaks Mall	96 River Oaks Center, A-17	Calumet City	IL	Mall	5,259	\$ 64,666	\$ 171,590	12/31/2011	
119	Ford City Mall	7601 South Ciero-Space #1422	Chicago	IL	Mall	7,238	\$ 364,068	\$ (32,337)	1/31/2011	
120	Southfield Rd.	27821 Southfield Road	Lathrup Village	MI	Strip	7,700	\$ 642,883	\$ 186,237	4/30/2016	
121	Jamaica Ave	165-21 Jamaica Avenue	Jamaica	NY	Down	8,000	\$ 760,081	\$ 144,200	1/31/2012	
122	Grand Concourse	2450-2458 Grand Concourse	Bronx	NY	Down	6,200	\$ 836,682	\$ 219,835	2/28/2013	
124	Bedford Stuyvesant	1222 Fulton Street	Brooklyn	NY	Down	5,774	\$ 652,025	\$ 165,179	12/31/2016	
125	Eastland Ctr	Eastland Mall Space #636	Harper Woods	MI	Mall	6,082	\$ 447,676	\$ 88,348	1/31/2016	
126	Northland Mall	21500 North Western Space 458	Southfield	MI	Mall	6,381	\$ 511,591	\$ 79,922	1/31/2016	
127	Cheltenham Sq	2365 Cheltenham Avenue #150	Philadelphia	PA	Mall	6,000	\$ 585,501	\$ 95,134	1/31/2022	
130	Prince Georges Plaza	3560 East/West Highway	Hyattsville	MD	Mall	4,954	\$ 751,782	\$ 142,569	1/31/2017	
132	Eastover Square	62-16 Indian Head Highway	Oxon Hill	MD	Strip	5,306	\$ 519,326	\$ 154,150	1/31/2016	
133	Livingston Mall	1112 Elisenhower Pkwy, Store #2043	Livingston	NJ	Mall	4,826	\$ 302,311	\$ 47,895	1/31/2011	
135	Kearny	200 Passaic Avenue	Keamy	NJ	Strip	4,000	\$ 280,813	\$ 43,346	1/31/2012	11/30/2011
136	Bergen Ave	912 Bergen Avenue	Jersey City	NJ	Down	5,200	\$ 122,818	\$ (42,981)	1/31/2012	
137	Lincoln	208 Lincoln Mall, Space #249	Matteson	IL	Mall	4,772	\$ 296,795	\$ 65,666	1/31/2011	
139	Mondawmin Mall	1260 Mondawmin Concourse	Baltimore	MD	Mall	6,371	\$ 571,738	\$ 119,391	1/31/2017	
140	Redford Oaks S/C	25481 Grand River Avenue	Redford Oaks	MI	Strip	8,950	\$ 423,978	\$ 107,760	1/31/2013	7/31/2012
141	Market Street	145-148 Market Street	Newark	NJ	Down	4,174	\$ 583,880	\$ 114,689	1/31/2012	7/31/2011
147	Westview Mall	5760 Baltimore National Pike	Baltimore	MD	Mall	4,840	\$ 726,950	\$ 216,447	1/31/2013	
151	Gallery At Market East	9th and Market Street	Philadelphia	PA	Mall	3,169	\$ 408,411	\$ 94,656	1/31/2013	
153	Iverson Mall	3821 Branch Avenue	Hillcrest Heights	MD	Mall	4,830	\$ 246,743	\$ 19,897	1/31/2013	1/31/2012
154	Good Hope Marketplace	2847 Alabama Avenue, S.E.	Washington	DC	Strip	3,320	\$ 363,084	\$ 63,541	1/31/2013	
155	Southland Mall	1221 Southland Mall	Memphis	TN	Mall	6,852	\$ 290,238	\$ 50,398	1/31/2013	
156	Hudson Mall	Rte 440, Space #46	Jersey City	NJ	Mall	4,709	\$ 397,717	\$ 130,306	1/31/2012	
157	Rhode Island S/C	638-640 Rhode Island Ave. NE	Washington	DC	Strip	4,000	\$ 302,214	\$ 64,689	1/31/2014	
158	Lafayette Sq.	3919 Lafayette Road, Space #716	Indianapolis	IN	Mall	4,375	\$ 312,671	\$ 83,933	1/31/2013	
159	Forest Village Park	3346 Domnal Drive, Space #D8	Foresville	MD	Mall	3,963	\$ 634,852	\$ 169,626	1/31/2013	
165	Northlake Mall	2045 Northlake Mall	Atlanta	GA	Mall	4,300	\$ 279,530	\$ 57,226	1/31/2011	
166	Hechlinger Mall	1571-1575 Maryland Ave.N.E.	Washington	DC	Strip	4,004	\$ 426,334	\$ 69,630	1/31/2013	
168	Southlake Mall	1225 Southlake Mall	Morristown	GA	Mall	3,837	\$ 436,413	\$ 85,002	1/31/2013	
169	Cumberland Mall	1228 Cumberland Mall	Atlanta	GA	Mall	3,955	\$ 389,278	\$ 71,235	1/31/2008	
170	Oliny Plaza	101 East Oinely Avenue	Philadelphia	PA	Strip	4,050	\$ 402,216	\$ 116,209	1/31/2013	
171	Macon Mall	3661 Elisenhower Pkwy, Space #66	Macon	GA	Mall	4,164	\$ 293,751	\$ 48,948	1/31/2013	
176	Severance Ctr	3630 Mayfield Rd. Sp J-10	Cleveland Heights	OH	Mall	3,998	\$ 366,333	\$ 89,347	1/31/2013	
177	West End Mall	805 Ralph D. Abernathy Blvd. S.W.	Atlanta	GA	Mall	5,282	\$ 365,977	\$ 96,529	1/31/2012	
180	Lincoln Road	261-50 Greenfield Road	Oak Park	MI	Strip	7,800	\$ 382,504	\$ 104,876	1/31/2014	10/31/2013
181	Model T Plaza	14114 Woodward Ave, Space D-1	Highland Park	MI	Strip	4,000	\$ 426,916	\$ 108,283	1/31/2013	

#	NAME	ADDRESS	CITY	STATE	TYPE	GROSS SQ.FT	SALES	EBITDA	EXPIRATION	OPTION TO RENEW NOTICE DATE
182	South Dekalb Mall	2801 Candler Road	Decatur	GA	Mall	4,000	\$ 419,221	\$ 108,492	1/31/2014	
183	Concourse Plaza	216 E. 161st Street, Suite #4B	Bronx	NY	Strip	3,920	\$ 389,130	\$ 61,563	1/31/2010	
184	N. Riverside	7501 W. Cerimak Road, Space K-5	North Riverside	IL	Mall	3,973	\$ 374,848	\$ 95,975	4/30/2017	
185	University Square	6940 Olive Street	University City	MO	Strip	4,200	\$ 258,824	\$ 58,440	1/31/2012	
187	Fairlane Meadows	16201 Ford Road	Dearborn	MI	Strip	3,720	\$ 380,213	\$ 98,302	1/31/2013	
188	69th Street	30 South 69th Street	Upper Darby	PA	Down	4,200	\$ 408,736	\$ 126,897	1/31/2014	
190	Lindell Market Place	4167 Lindell Boulevard	St. Louis	MO	Strip	3,850	\$ 307,608	\$ 72,258	3/31/2011	9/30/2010
192	City Plaza	3451 Union Blvd	St. Louis	MO	Strip	3,011	\$ 273,343	\$ 66,702	1/31/2012	
193	The Crossing At Halls Ferry	10835-B Old Halls Ferry Road	St. Louis	MO	Strip	4,000	\$ 389,730	\$ 116,888	1/31/2014	
195	Compton Plaza	127-131 East Compton Blvd	Compton	CA	Strip	3,200	\$ 358,065	\$ 81,838	1/31/2014	7/31/2013
196	Hawthorne Plaza	12730 Hawthorne Blvd	Hawthorne	CA	Strip	3,005	\$ 384,625	\$ 111,665	1/31/2015	7/31/2014
197	Brick Church Plaza	14 South Harrison Street	East Orange	NJ	Strip	3,600	\$ 57,136	\$ 215,013	1/31/2014	
198	Stony Island Plaza	1633 East 95th Street	Chicago	IL	Strip	3,640	\$ 447,166	\$ 136,872	1/31/2013	
199	Milk Jr Centr	1601-7 East 103rd Street-107	Los Angeles	CA	Strip	3,610	\$ 281,713	\$ 52,568	1/31/2015	
201	One Market Center	300 Lexington Street	Baltimore	MD	Down	5,164	\$ 368,233	\$ 122,610	1/31/2012	
202	N. Philadelphia State	2906-08 North Broad Street	Philadelphia	PA	Strip	3,600	\$ 408,057	\$ 126,480	1/31/2015	
205	Belmont S/C	2028 East 8 Mile Road	Detroit	MI	Strip	5,400	\$ 392,246	\$ 111,660	1/31/2013	
206	Baldwin Hills S/C	3650 M.L. King Blvd. Ste. 175	Los Angeles	CA	Mall	3,551	\$ 403,416	\$ 72,036	6/30/2011	
209	Fairlane Mall	18900 Michigan Avenue	Dearborn	MI	Mall	4,986	\$ 338,143	\$ 33,016	1/31/2015	7/31/2014
211	Fairbush Avenue	1000-1002 Flatbush Avenue	Brooklyn	NY	Down	4,000	\$ 631,528	\$ 147,006	1/31/2011	
214	Number One Marketplace	10986 N.W. 7th Avenue	Miami	FL	Strip	4,260	\$ 424,834	\$ 120,280	1/31/2014	
217	Waverly Towers	2849 Greenmount Avenue	Baltimore	MD	Strip	3,821	\$ 425,772	\$ 125,487	1/31/2013	
218	1873 Pitkin Avenue	1573 Pitkin Avenue	Brooklyn	NY	Down	3,880	\$ 675,151	\$ 265,453	1/31/2014	10/31/2013
222	Hammond Ave Plaza	9620 Airline Highway #E 182	Baton Rouge	LA	Strip	6,449	\$ 653,512	\$ 185,382	1/31/2013	
226	Shoppes At 3 Corners	8190 Kirby Drive	Houston	TX	Strip	5,759	\$ 733,286	\$ 253,380	1/31/2014	
230	Northpark Shopping Ctr	5838 Eastex Freeway	Beaumont	TX	Strip	4,000	\$ 303,701	\$ 84,066	1/31/2010	
232	Wynnewood Village	727 Wynnewood Village	Dallas	TX	Strip	4,173	\$ 335,749	\$ 103,515	1/31/2011	
233	Fondren Southwest	1105 Fondren Road, Unit W-01	Houston	TX	Strip	3,376	\$ 265,054	\$ 68,538	1/31/2013	
234	Lauderhill Mall	1331 Northwest 40th Avenue	Lauderhill	FL	Mall	3,600	\$ 307,378	\$ 97,824	1/31/2013	7/31/2012
235	Dolphin Plaza	17239 Northwest 27th Avenue	Miami	FL	Strip	3,352	\$ 627,934	\$ 231,096	1/31/2010	
238	Fairoaks Plaza	643 North Fair Oaks	Pasadena	CA	Strip	4,637	\$ 229,332	\$ 19,813	1/31/2012	7/31/2011
241	Capital Plaza	1548 B North Olden Avenue	Ewing	NJ	Strip	5,240	\$ 355,970	\$ 101,097	2/28/2013	
243	Eastpoint	7744 Eastpoint Mall	Baltimore	MD	Mall	2,700	\$ 365,086	\$ 99,393	1/31/2013	
244	26th & State Street	East St. Louis	IL	Strip	4,000	\$ 232,656	\$ 49,414	1/31/2011	10/31/2010	
247	Renaissance Plaza	39 W. 116th Street	New York	NY	Down	3,270	\$ 312,840	\$ 44,070	1/31/2012	1/31/2011
248	W. 125th Street	216-220 W. 125th Street	New York	NY	Down	7,804	\$ 355,355	\$ 147,991	6/30/2014	
250	Security Square Mall	Space #229, 6901 Security Blvd	Baltimore	MD	Mall	3,206	\$ 348,472	\$ 93,111	1/31/2015	
251	Grand Blvd East	6401 South Wentworth Ave, Suite 8	Chicago	IL	Strip	2,500	\$ 263,349	\$ 64,699	1/31/2011	10/31/2010
253	Toledo Town Center	517 Dorr Street	Toledo	OH	Strip	3,600	\$ 274,518	\$ 61,984	1/31/2011	10/31/2010
255	Chicago 8 Kedzie Place	800 North Kedzie	Chicago	IL	Strip	4,000	\$ 310,137	\$ 71,803	1/31/2014	
256	Rockaway Parkway	1449 Rockaway Parkway	Brooklyn	NY	Down	3,478	\$ 657,440	\$ 173,283	1/31/2016	4/30/2015
264	Sunny Isle S/C	Queen Mary Highway-Rte. 70	St. Croix	VI	Strip	4,078	\$ 436,900	\$ 107,987	1/31/2011	
268	Lake Meadows S/C	3455 South King Drive	Chicago	IL	Strip	4,483	\$ 312,520	\$ 78,834	5/31/2012	
269	Gentilly Shopping Center	3116 Gentilly Blvd	New Orleans	LA	Strip	5,261	\$ 800,638	\$ 241,882	12/31/2013	6/30/2013
270	Southgate S/C	2168a Libby Road	Maple Heights	OH	Strip	4,345	\$ 387,507	\$ 136,053	1/31/2011	
272	Airity Plaza	160 Amity Road	New Haven	CT	Strip	3,300	\$ 310,835	\$ 77,116	1/31/2016	
273	Gateway Shopping Center	5184 Norwood Avenue	Jacksonville	FL	Strip	4,493	\$ 317,204	\$ 100,241	1/31/2011	

#	NAME	ADDRESS	CITY	STATE	TYPE	GROSS SQ FT	SALES	EBIDTA	EXPIRATION	OPTION TO RENEW NOTICE DATE
277	Metrocenter Mall	1234 Metro Center Mall, Space 105	Jackson	MS	Mall	3,040	\$ 215,678	\$ 47,811	1/13/2011	1/13/2011
278	Stratford Plaza	318-320 Boston Avenue	Stratford	CT	Strip	3,000	\$ 272,610	\$ 58,140	1/13/2011	
280	Westside South S/C	64 G Westbank Expressway	Gretna	LA	Mall	6,800	\$ 402,216	\$ 97,961	3/13/2016	
281	Southtown S/C	304/7 South Freeway	Fort Worth	TX	Strip	3,600	\$ 316,288	\$ 100,710	1/13/2011	10/31/2015
282	Lee Harvard S/C	4071 Lee Road, Suite #240	Cleveland	OH	Strip	4,046	\$ 306,694	\$ 96,915	1/13/2013	7/31/2012
286	Westwood Village	7630 Crestwood Blvd, Suite 148	Birmingham	AL	Strip	4,000	\$ 466,828	\$ 146,953	3/13/2013	9/30/2012
287	Regency Square Mall	9501 Arlington Expwy., Sp #338	Jacksonville	FL	Mall	3,432	\$ 219,222	\$ 4,987	6/13/2016	
289	Belway Plaza SIC	6108 Greenbelt Road	Greenbelt	MD	Mall	3,600	\$ 305,167	\$ 68,469	1/13/2011	
295	Eddystone Crossing S/C	1554 Chester Pike-Unit E2	Eddystone	PA	Strip	4,000	\$ 385,237	\$ 101,658	1/13/2012	4/30/2011
302	Owings Mills	10300 Mill Run Circle, Space 1080	Baltimore	MD	Mall	3,241	\$ 279,569	\$ 74,084	1/13/2011	
303	Cherry Hill Mall	2000 Rt 38 West-Space 2179	Cherry Hill	NJ	Mall	3,000	\$ 371,038	\$ 74,795	1/13/2011	
306	Glenwood Crossing SIC	10393 Springfield Pike-Suite A9	Woodlawn	OH	Strip	3,658	\$ 305,679	\$ 76,500	1/13/2016	7/31/2015
315	Pathmark Shopping Center	135-02 Springfield Blvd	Queens	NY	Strip	3,987	\$ 433,815	\$ 163,231	1/13/2012	7/31/2011
316	The Hub Shopping Center	156 Fulton Avenue	Hempstead	NY	Strip	2,750	\$ 372,914	\$ 103,830	1/13/2013	4/30/2012
318	North Dekalb Mall	2050 Lawrenceville Hwy, Suite 400	Decatur	GA	Mall	4,818	\$ 190,440	\$ 42,720	1/13/2013	
320	Crenshaw Plaza	3218 Staton Avenue, Unit 6	Los Angeles	CA	Strip	2,800	\$ 246,382	\$ 22,840	1/13/2013	
321	Chatham Square	8636 S. Cottage Grove Ave,Space #2	Chicago	IL	Strip	6,829	\$ 513,648	\$ 86,607	1/13/2013	7/31/2012
322	Ashland Avenue Plaza	1250 S.-Ashland Avenue, Space #C3	Chicago	IL	Strip	3,100	\$ 323,083	\$ 76,105	1/13/2013	7/31/2012
324	Governors Square	2839 E. South Blvd	Montgomery	AL	Strip	4,100	\$ 397,087	\$ 135,289	2/28/2012	
326	Augusta Exchange	220 Robert C. Daniel Pkwy	Augusta	GA	Strip	3,600	\$ 429,524	\$ 168,030	2/28/2016	
327	Mallow Heights SIC	4009 Branch Avenue	Marietta Heights	MD	Strip	4,600	\$ 710,317	\$ 266,146	12/31/2013	6/30/2013
328	Silas Creek Crossing	3202 Silas Creek Parkway	Winston Salem	NC	Strip	4,000	\$ 220,120	\$ 35,632	7/31/2010	
329	Dutch Square Center	421 Bush River Road	Columbia	SC	Mall	2,800	\$ 312,453	\$ 91,269	3/13/2011	
330	Crosspoints Plaza	836 Wood Crossing Road	Greenville	SC	Strip	2,800	\$ 275,749	\$ 65,120	3/13/2012	
331	Eastgate Shopping Center	5132 Park Avenue	Memphis	TN	Strip	4,780	\$ 397,781	\$ 110,262	10/31/2011	
332	Red Bird Shopping Center	3269 Camp Wisdom Road	Dallas	TX	Strip	3,200	\$ 503,443	\$ 197,763	9/30/2012	
334	Military Circle Mall	700 N. Military Highway, Suite C	Norfolk	VA	Strip	6,477	\$ 524,143	\$ 177,286	3/14/2011	
335	Greenbriar Mall	2841 Greenbriar Parkway	Atlanta	GA	Mall	3,125	\$ 332,749	\$ 76,216	1/13/2013	
336	Marketplace - Hollywood	3501 W. Century Blvd, Suite B	Inglewood	CA	Strip	4,000	\$ 58,308	\$ 176,494	1/13/2013	7/31/2012
338	Cross Creek Mall	419 Cross Creek Mall, Space TC-12	Fayetteville	NC	Mall	3,776	\$ 446,173	\$ 110,737	1/13/2013	
341	Fayetteville Pavillion	127 B Pavilion Parkway	Fayetteville	GA	Strip	3,500	\$ 276,174	\$ 72,839	1/13/2014	7/31/2013
342	Beaufont Mall	7152 Midlothian Turnpike	Richmond	VA	Strip	3,840	\$ 524,143	\$ 65,125	9/1/2010	
345	Addison Plaza	6220 Central Avenue	Seat Pleasant	MD	Strip	3,450	\$ 243,416	\$ 45,374	1/13/2012	
346	Shops At-Jefferson Village	11230 East Jefferson Avenue	Detroit	MI	Strip	4,000	\$ 322,919	\$ 70,985	1/31/2012	
347	King Shopping Center	7001 Martin Luther King Highway	Landover	MD	Strip	6,300	\$ 485,102	\$ 144,640	1/31/2013	10/31/2012
350	Victory Crossing	4012 Victory Boulevard Unit A	Portsmouth	VA	Strip	4,031	\$ 403,903	\$ 147,254	10/31/2015	4/30/2015
352	Forest Park Plaza	7800 W. Roosevelt Road	Forest Park Plaza	IL	Strip	3,827	\$ 438,606	\$ 131,950	7/31/2015	
353	Boulevard At Capital	820 Capital Centre Blvd, Space 101B	Largo	MD	Life	4,140	\$ 504,992	\$ 146,539	3/13/2012	3/31/2011
356	Woodbridge Mall	108 Woodbridge Center Drive	Woodbridge	NJ	Mall	3,223	\$ 390,433	\$ (6,495)	10/31/2016	
357	Northridge Mall	8165-8271 W. Brown Deer Rd, Space	Milwaukee	WI	Strip	6,054	\$ 305,568	\$ 100,353	1/31/2013	7/31/2012
360	Camp Creek Market	3755 Carmia Drive, Suites # 650	Atlanta	GA	Strip	4,000	\$ 538,568	\$ 186,162	1/31/2017	7/31/2016
361	Mall At Stonecrest S/C	2929 Turner Hill Road	Lithonia	GA	Mall	3,954	\$ 639,500	\$ 170,271	1/31/2016	
362	Midtown Center	4101 56th St, Space 19A	Milwaukee	WI	Strip	3,800	\$ 638,533	\$ 189,484	11/30/2014	11/30/2013
363	Jeffrey Plaza	2101 E. 71st Street; Unit D	Chicago	IL	Strip	3,554	\$ 294,524	\$ 33,694	12/31/2010	
364	The Village S/C	3802 Village Court, Suite 174	Gary	IN	Strip	4,300	\$ 318,661	\$ 92,173	9/30/2013	
365	Raceway Mall	13065 South Ashland Avenue	Calumet Park	IL	Strip	4,035	\$ 375,865	\$ 105,388	1/31/2016	4/30/2015
366	Old National Town Center	6175 Old National Highway Site # 160	Atlanta	GA	Strip	3,991	\$ 293,554	\$ 65,744	7/31/2012	7/31/2011

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367	Greece Ridge Ctr.	271 Greece Ridge Center Drive 2740 B Eastland Mall, Space C-11	Rochester Columbus	NY OH	Mall Mall	5,026 \$ 23,985 \$	328,202 \$ 23,985 \$	66,514 38,443	1/31/2016 1/31/2017	
368	Eastland Mall	1416 Hilltop Mall Road	San Pablo Orlando	CA FL	Mall Strip	4,319 \$ 4,063 \$	427,156 \$ 340,343 \$	103,267 88,528	1/31/2016 8/31/2016	
370	Hilltop Mall	7461 West Colonial Drive	Columbia	SC	Mall	5,308 \$	301,734 \$	79,740	1/31/2016	
371	Highland Lakes	7201 Two Notch Road	Jennings	MO	Strip	4,000 \$	343,037 \$	86,737	1/31/2012	7/31/2011
372	Columbia Place Mall	8026 W. Florissant Avenue, Suite A	Merrillville	IN	Mall	4,143 \$	291,920 \$	54,109	1/31/2011	10/31/2010
373	Plaza on the Blvd	2109 W. Southlake Mall Space 124	Glen Allen	VA	Mall	4,009 \$	213,866 \$	(6,081)	1/31/2016	
374	Southlake Mall	10101 Brook Road, Suite 124	Tampa	FL	Mall	3,832 \$	277,133 \$	28,423	1/31/2016	
375	Virginia Ctr. Commons	2200 E. Fowler Avenue, Space 341	Kansas City	MO	Strip	4,006 \$	389,688 \$	118,661	9/30/2016	11/30/2014
376	University Mall	3105 Prospect Avenue	Markham	IL	Strip	4,456 \$	458,133 \$	132,572	10/31/2015	13/1/2015
377	Linwood Shopping Ctr.	2935 W. 158th Street	North Charleston	SC	Mall	4,272 \$	328,310 \$	83,566	1/31/2011	1/1/2010
378	Gallery @ Canterbury	2150 Northwoods Blvd	Columbus	OH	Strip	4,000 \$	329,408 \$	97,708	1/31/2016	7/31/2015
379	Northwoods Mall	3872-3874 East Broad Street	Richmond Heights	OH	Mall	3,652 \$	261,511 \$	34,011	1/31/2016	
380	Town & Country	691 Richmond Road	Bossier City	LA	Mall	3,430 \$	293,988 \$	54,397	1/31/2016	
381	Richmond Town Sq.	2950 East Texas Street; Suite 212	Wheaton	MD	Mall	4,000 \$	273,611 \$	50,187	6/30/2015	
382	Pierre Bossier Mall	11160 Veirs Mill Road	Antioch	TN	Mall	4,416 \$	255,215 \$	22,236	1/31/2016	
383	Westfield - Wheaton	5252 Hickory Hollow Parkway, Sp 208	Louisville	KY	Strip	3,684 \$	303,485 \$	90,862	1/30/2016	5/31/2015
384	Hickory Hollow Mall	3943 7th St. Road	Culver City	CA	Mall	3,432 \$	351,914 \$	64,786	1/31/2016	
385	Southland Terrace	6000 Sepulveda Blvd. Ste 256	Colonial Heights	VA	Mall	3,546 \$	261,248 \$	39,924	1/31/2016	
386	Westfield - Fox Hills	230 South Park Circle, Suite B30	Elizabeth	NJ	Mall	4,079 \$	460,079 \$	67,512	1/31/2015	
387	Southpark Mall	651 Karpkowski Rd Ste. 2430	Memphis	TN	Strip	3,918 \$	331,067 \$	107,990	7/31/2017	5/2/2011
388	Jersey Gardens	2838 Lamar Avenue, Space 11	Indianapolis	IN	Strip	4,500 \$	313,957 \$	76,945	10/31/2016	1/3/2016
389	Lamar Crossing	2252 E. 53rd Street	Colonial Heights	VA	Strip	4,708 \$	287,243 \$	77,340	4/30/2016	10/31/2015
390	Keystones Plaza	2582 Frayser Blvd.	Tallahassee	FL	Mall	3,705 \$	265,632 \$	26,086	5/31/2016	
391	Frayser Village S/C	1500 Apalachee Pkwy, #1053	Plantation	FL	Mall	3,700 \$	454,942 \$	169,016	1/31/2012	9/30/2015
392	Governor's Sq.	12300 N. Freeway, Suite 215	Houston	TX	Strip	4,000 \$	409,998 \$	117,388	1/31/2016	
395	Wilkinson Crossing	2770 Ashley Road Space E1	Charlotte	NC	Strip	4,500 \$	210,084 \$	35,400	6/30/2016	10/31/2015
397	South Lake Centre	35 Goodman Road, Suite J	Southhaven	MS	Mall	3,770 \$	281,149 \$	49,014	6/30/2016	
398	Valley View Mall	13331 Preston Road, # 398	Dallas	TX	Mall	4,602 \$	287,243 \$	74,579	7/31/2016	
399	Broward Mall	8000 W. Broward Blvd, Suite 218	Cincinnati	OH	Mall	5,161 \$	233,669 \$	16,664	6/30/2016	
400	Greenspoint Mall	12320 N. Freeway, Suite 215	Houston	TX	Strip	6,020 \$	365,009 \$	79,498	1/31/2017	4/30/2016
402	The Boulevard	3328 South Maryland Parkway	Las Vegas	NV	Mall	4,543 \$	493,028 \$	140,619	6/31/2016	
403	North Oaks S/C	4681 FM 1960 WEST, Sp # 12	Houston	TX	Strip	6,968 \$	265,382 \$	(26,395)	8/31/2016	
405	Northgate Mall	9696-9697 Colerain Avenue	Cincinnati	OH	Mall	5,161 \$	233,669 \$	84,574	8/31/2012	
406	Manhattan Place	1723 Manhattan Blvd, Space R	Harvey	LA	Strip	6,020 \$	365,009 \$	55,008	6/30/2016	
407	Ogeltorpe Mall	7804 Abercorn Street	Savannah	GA	Mall	4,543 \$	289,527 \$	73,007	1/31/2017	
408	Espionade Mall	1401 W. Esplanade Mall	Kenner	LA	Mall	4,273 \$	264,667 \$	14,735	5/31/2016	
409	Albany Mall	2715 Dawson Blvd.	Albany	GA	Mall	3,943 \$	301,263 \$	69,443	1/31/2017	
410	Gateway Centre	1751 C. West Howard Space 117	Chicago	IL	Strip	3,382 \$	355,217 \$	80,347	7/31/2016	7/31/2015
411	Northgate Mall	1058 West Club Blvd, Sp#133	Durham	NC	Mall	4,162 \$	313,582 \$	73,007	1/31/2017	1/1/2016
412	Central Plaza	3295 Central Avenue	St. Petersburg	FL	Strip	4,790 \$	228,614 \$	23,044	1/31/2018	7/31/2017
413	Southway Shopping Center	8080 South Gessner	Houston	TX	Strip	4,913 \$	469,446 \$	162,148	5/31/2017	12/2/2016
414	River City Marketplace	13221 City Station Drive Suite 145	Jacksonville	FL	Strip	4,245 \$	313,952 \$	67,760	2/28/2017	5/30/2016
416	Burlington Mall	2601 Burlington Mt. Holly Road	Burlington	NJ	Mall	5,194 \$	180,178 \$	(13,117)	1/1/2017	
417	Sherman Plaza	West 87th Street #205 East	Chicago	IL	Strip	4,054 \$	401,283 \$	94,899	3/31/2017	9/30/2016
418	Edgewood Towne Center	17635 Braddock Ave.	Pittsburgh	PA	Strip	5,627 \$	305,676 \$	74,160	1/31/2017	7/31/2011
419	Century II Mall	3075 Clairton Road Space # 818	West Mifflin	PA	Mall	5,007 \$	176,744 \$	(9,471)	1/31/2018	
420	Southland Mall	1 Southland Mall Drive Space # 330	Hayward	CA	Mall	4,663 \$	449,121 \$	74,989	5/31/2017	

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421	Maple Park Market Place	116th Street	Chicago	IL	Strip	4,133	\$ 225,464	\$ (17,405)	12/31/2012	6/30/2012
422	Northpark Mall	1200 East County Line Road 402	Ridgeland	MS	Mall	4,095	\$ 303,662	\$ 29,904	4/30/2017	
423	Westgate Mall	206 W. Blackstock Road	Spartanburg	SC	Mall	3,470	\$ 174,644	\$ 1,003	1/31/2012	9/30/2011
424	Park Plaza	3007 State Highway 14	Lake Charles	LA	Strip	4,958	\$ 211,834	\$ 18,632	1/31/2017	4/30/2016
426	Dudley Square	2 Warren Street	Roxbury	MA	CBD	4,376	\$ 351,221	\$ 57,768	1/31/2017	4/30/2016
428	Westown SC	4291 West Third Street	Dayton	OH	Strip	4,765	\$ 247,242	\$ 48,143	1/31/2012	7/31/2011
430	Quartemaster Plaza	2300 West Oregon Avenue Space # P2	Philadelphia	PA	Strip	5,044	\$ 363,272	\$ 70,587	1/31/2013	1/31/2012
431	Seigen Plaza	6725 Seigen Lane Space # R16 & T16	Baton Rouge	LA	Strip	3,200	\$ 302,050	\$ 60,766	1/31/2018	7/31/2017
432	East 38th Street	144 East 98th Street		NY	CBD	4,707	\$ 373,012	\$ 42,735	1/31/2014	7/31/2013
433	The Hub	2898 3rd Avenue	Bronx	NY	CBD	2,801	\$ 530,303	\$ 67,340	1/31/2017	7/31/2016
434	Pyramids Village	Cone Boulevard and Highway 29	Greensboro	NC	Strip	4,000	\$ 305,389	\$ 72,282	6/30/2012	6/30/2011
435	Chicago Building	7 West Madison Street	Chicago	IL	CBD	3,780	\$ 343,356	\$ 66,773	3/31/2017	
436	Golden East Crossing	1100 North Wesleyan Blvd Space 5036	Rocky Mount	NC	Mall	3,833	\$ 287,897	\$ 60,328	1/31/2018	4/30/2017
437	St. Charles Towne Center	11110 Mail Circle Space # L04	Waldorf	MD	Mall	4,245	\$ 491,432	\$ 107,994	1/31/2018	
440	Wal-Mart Supercenter	1250 Lake June Road #104	Balch Springs	TX	Strip	3,600	\$ 247,195	\$ 47,397	7/31/2017	
442	Mattapan	1621-1623 Blue Hill Avenue	Mattapan	MA	CBD	3,574	\$ 381,491	\$ 114,821	4/30/2012	6/30/2011
444	The Walk	1031 Atlantic Ave. Space #440	Atlantic City	NJ	Strip	4,116	\$ 391,350	\$ 74,967	1/31/2013	4/30/2012
445	Florin Towne Center	6075 Florin Rd. L-2	Sacramento	CA	Strip	4,334	\$ 299,791	\$ 74,430	1/31/2019	
447	Englewood Plaza	6940 S. Ashland Ave. Space E	Chicago	IL	Strip	3,646	\$ 263,270	\$ 26,525	12/31/2017	9/30/2017
448	Bowie Town Center	1606 EMERALD WAY	Bowie	MD	Strip	3,706	\$ 449,219	\$ 85,141	1/31/2019	
449	White Oaks Village	4600 S. Laburnum Ave.	Richmond	VA	Strip	6,036	\$ 392,125	\$ 71,149	1/31/2019	1/1/2011
450	Alameda Crossing	10013 Almeda Genoa Rd.	Houston	TX	Strip	6,000	\$ 271,624	\$ 35,523	1/31/2017	10/31/2016
452	Orlando Square	1700 W. Sand Lake Rd. Space D114	Orlando	FL	Mall	6,600	\$ 201,556	\$ (9,687)	8/31/2016	2/28/2016
465	Parkwest Town Center	1575 North 52nd St. #101	Philadelphia	PA	Strip	4,600	\$ 400,387	\$ 94,883	1/31/2019	4/30/2018
808	Fulton Street	4388 Fulton Street	Brooklyn	NY	Down	12,553	\$ 1,162,181	\$ 236,400	12/31/2010	
6420	Home Office	Secaucus	NJ	Off/WH		165,993			12/31/2015	
						929,999	\$ 81,764,442	\$ 19,103,179		

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**SCHEDULE B****COMPENSATION**

- 1. Consulting Fee.** As a consulting fee for performing the Services Company shall pay Consultant the sum of \$250,000, \$50,000 of which is payable upon the Effective Date and the remainder due in four equal payments of \$50,000 payable each week after the Effective Date.
- 2. Lease Forbearance Performance Fee.** Consultant shall earn and be paid a "Lease Forbearance Performance Fee" in the amount of \$250,000 if, and only if, by October 1, 2010 ,(i) landlords have executed forbearance agreements in a form acceptable to the Company or the Company is otherwise current with regard to its rental obligations for Properties representing at least 95% of the Company's EBITDA as shown on Exhibit A, (ii) landlords have not instituted or succeeded in legal proceedings concerning lease defaults for more than 20 Properties, or for Properties having a total sales volume of more than \$12.0 million, (any Properties where leases have been terminated following the Effective Date as a result of the Company being forced to negotiate lease terminations due to the institution of legal proceedings by landlords shall be including in calculating both the forgoing totals), (iii) for each lease of a Property with a term expiring, with no options, on or before January 31, 2011, the applicable landlord has executed a lease extension of at least one year, which extensions have been approved by the Company and (iv) the Company has closed on the Change In Control Transaction, with all necessary landlord consents for such transaction obtained or waived.
- 3. Lease Renegotiations and Waivers of Lease Payments.** Additionally, Consultant shall earn and be paid compensation in the form of a "Monetary Renegotiation Fee" when (i) a past due lease obligation is waived, reduced or deferred ("Past Due Savings") and (ii) when a lease is renegotiated which results in savings in Occupancy Cost, as defined below, from October 1, 2010 forward ("Occupancy Cost Savings")in the dollar amount equal to a percentage of Total Past Due Savings and Total Occupancy Cost Savings, as defined below, as set forth in the following table:

Total Past Due Savings and Total Occupancy Cost Savings	Fee as a % of Total Past Due and Total Occupancy Cost Savings
Up to \$2.5 mil.	10%
> \$2.5 mil.	15%

The fee is calculated as the sum of the Total Past Due Savings and Total Occupancy Cost Savings in each category. By way of example only: if Total Past Due Savings and Total Occupancy Cost Savings is \$3,000,000, then the Consultant's Monetary Renegotiation Fee would be \$325,000 (\$2.5 mil at 10% plus 0.5 mil. at 15%).

Each fully executed and effective (unconditional) modification of lease agreement, including but not limited to rent reductions, reductions in term of a lease or waiver , reduction or deferral of any unpaid lease amount, is a "Renegotiation Transaction". Upon recommending the execution of any such transaction Consultant shall submit in writing an estimate of the fee to be earned upon the unconditional closing of the transaction. "Occupancy Cost" means the total of rent, percentage rent (using sales figures for the last full 12 months ended prior to the transaction), common area maintenance charges, insurance premiums, real estate taxes and any other monetary amounts due from the tenant pursuant to the lease. "Occupancy Cost Savings" will, in each case be measured from the date of the Renegotiation

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Transaction to the end of the then current term of the applicable lease, including any option term exercised as part of the Renegotiation Transaction. "**Total Past Due Savings**" means the sum of Past Due Savings for all Renegotiation Transactions. "**Total Occupancy Cost Savings**" means the sum of Occupancy Cost Savings for all Renegotiation Transactions.

**4. Payment of Fees.** The Consulting Fee set forth in Section 1 above is earned and payable as set forth in Section 1. If earned, the Lease Forbearance Performance Fee set forth in Section 2 above is payable within 10 days after Company's receipt of an invoice therefore. Notwithstanding any of the foregoing to the contrary, Monetary Renegotiation Fees are payable upon and subject to the closing of the Change In Control Transaction and within 10 days after Company's receipt of an invoice therefore.