

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) January 6, 2011 (January 4, 2011)

GAMESTOP CORP.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

1-32637

(Commission File Number)

20-2733559

(IRS Employer Identification No.)

625 Westport Parkway, Grapevine, Texas

(Address of Principal Executive Offices)

76051

(Zip Code)

(817) 424-2000

(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On January 4, 2011, GameStop Corp. (the “Company”) entered into an Amended and Restated Credit Agreement by and among the Company, certain subsidiaries of the Company (the “Borrowers”), Bank of America, N.A. and the other lending institutions listed therein (the “Lenders”), Bank of America, N.A. as Issuing Bank, Bank of America, N.A., as Administrative Agent and Collateral Agent, Wells Fargo Capital Finance, LLC, as Syndication Agent, and U.S. Bank National Association and Regions Bank, as Co-Documentation Agents (the “Agreement”).

The Agreement amends and restates, in its entirety, the Company’s prior Credit Agreement entered into on October 11, 2005, as thereafter amended from time to time, and provides for a five-year, \$400 million asset-based revolver maturing on January 4, 2016. The Company has the ability to increase the facility by \$150 million under certain circumstances.

The Agreement places certain restrictions on the Company and its subsidiaries, including limitations on asset sales, additional liens, investments, loans, guarantees, acquisitions and the incurrence of additional indebtedness. The per annum interest rate under the Agreement is variable and is calculated by applying a margin (1) for prime rate loans of 1.25% to 1.50% above the highest of (a) the prime rate of the administrative agent, (b) the federal funds effective rate plus 0.50% and (c) the LIBO rate for a 30-day interest period as determined on such day plus 1.00%, and (2) for LIBO rate loans of 2.25% to 2.50% above the LIBO rate. The applicable margin is determined quarterly as a function of the Company’s average daily excess availability under the facility and is set at 1.25% for prime rate loans and 2.25% for LIBO rate loans until the first day of the fiscal quarter of the borrowers commencing on May 1, 2011. In addition, the Company is required to pay a commitment fee of 0.375% or 0.50%, depending on facility usage, for any unused portion of the total commitment under the Agreement.

Certain direct and indirect subsidiaries of the Company guaranteed certain obligations of the Company and the Borrowers (the “Guaranty”).

The Agreement is also secured by substantially all of the Company’s and certain of its subsidiaries’ assets, including (i) inventory, (ii) accounts receivable (including credit card receivables), (iii) general intangibles (including trade names, trademarks and other intellectual property), (iv) furniture, fixtures and equipment, (v) bank and investment accounts, (vi) investment property (including a pledge of subsidiary stock), (vii) owned real estate, (viii) claims and causes of action relating to the foregoing accounts receivable, certain intellectual property and the capital stock and other equity interests of certain of the Company’s direct and indirect subsidiaries, pursuant to (a) the Amended and Restated Security Agreement, dated as of January 4, 2011 (the “Security Agreement”), (b) the Amended and Restated Patent and Trademark Security Agreement, dated as of January 4, 2011 (the “Patent Agreement”), (c) the Mortgage, Security Agreement, and Assignment and Deeds of Trust between GameStop of Texas, L.P. and Bank of America, N.A., as Collateral Agent (the “GameStop Mortgage Agreement”) and (d) the Mortgage, Security Agreement, and Assignment and Deeds of Trust between Electronics Boutique of America, Inc. and Bank of America, N.A., as Collateral Agent (the “EB Mortgage Agreement”). In addition, the Company and certain of its subsidiaries have entered into the Amended and Restated Pledge Agreement, dated as of January 4, 2011, pledging certain interests in certain subsidiaries (the “Pledge Agreement”).

The Agreement provides for customary events of default with corresponding grace periods, including failure to pay any principal or interest when due, failure to comply with covenants, any material representation or warranty made by the Company or the Borrowers proving to be false in any material respect, certain bankruptcy, insolvency or receivership events affecting the Company or its subsidiaries, defaults relating to certain other indebtedness, imposition of certain judgments and mergers or the liquidation of the Company or certain of its subsidiaries. In the event of a default by the Company or any of the Borrowers, the Administrative Agent may, and at the request of the requisite number of Lenders shall, take either or both of the following actions, (a) declare all obligations under the Agreement immediately due and payable, and terminate the Lenders' commitments to make loans under the Agreement, and/or (b) enforce any and all rights of the Lenders or Administrative Agent under the Agreement and related documents. For certain events of default related to bankruptcy, insolvency and receivership, the commitments of Lenders will be automatically terminated and all outstanding obligations of the Company will become immediately due and payable.

The foregoing description of each of the Agreement, the Guaranty, the Security Agreement, the Patent Agreement, the GameStop Mortgage Agreement, the EB Mortgage Agreement and the Pledge Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of each agreement, which are filed, respectively, as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4, Exhibit 10.5, Exhibit 10.6 and Exhibit 10.7 hereto, and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

(a) The disclosure provided under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03(a) as if fully set forth herein.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Amended and Restated Credit Agreement, dated as of January 4, 2011, by and among GameStop Corp., certain subsidiaries of GameStop Corp., Bank of America, N.A. and the other lending institutions listed therein, Bank of America, N.A. as Issuing Bank, Bank of America, N.A., as Administrative Agent and Collateral Agent, Wells Fargo Capital Finance, LLC, as Syndication Agent, and U.S. Bank National Association and Regions Bank, as Co-Documentation Agents.
10.2	Guaranty, dated as of October 11, 2005, by GameStop Corp. and certain subsidiaries of GameStop Corp. in favor of the agents and lenders (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 12, 2005).
10.3	Amended and Restated Security Agreement, dated as of January 4, 2011.

- 10.4 Amended and Restated Patent and Trademark Security Agreement, dated as of January 4, 2011.
- 10.5 Mortgage, Security Agreement, and Assignment and Deeds of Trust between GameStop of Texas, L.P. and Bank of America, N.A., as Collateral Agent (incorporated by reference to Exhibit 10.5 of the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on October 12, 2005).
- 10.6 Mortgage, Security Agreement, and Assignment and Deeds of Trust between Electronics Boutique of America, Inc. and Bank of America, N.A., as Collateral Agent (incorporated by reference to Exhibit 10.6 of the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on October 12, 2005).
- 10.7 Amended and Restated Pledge Agreement, dated as of January 4, 2011.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GAMESTOP CORP.

Date: January 6, 2011

By: /s/ Robert A. Lloyd
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

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10.7	Amended and Restated Pledge Agreement, dated as of January 4, 2011.

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of
January 4, 2011

among

GAMESTOP CORP.,
as Lead Borrower for:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
KONGREGATE INC.
GAMESTOP TEXAS LTD.
MARKETING CONTROL SERVICES, INC.
SOCOM LLC

The LENDERS Party Hereto,

BANK OF AMERICA, N.A.
as Issuing Bank,

BANK OF AMERICA, N.A.
as Administrative Agent and Collateral Agent,

WELLS FARGO CAPITAL FINANCE, LLC,
as Syndication Agent

U.S. BANK NATIONAL ASSOCIATION
and
REGIONS BANK,
as Co-Documentation Agents,

and

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
as Sole Lead Arranger and Sole Bookrunner

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This AMENDED AND RESTATED CREDIT AGREEMENT is dated as of January 4, 2011 among GAMESTOP CORP., a corporation organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051, as Lead Borrower; the Subsidiary Borrowers party hereto; the Lenders party hereto; BANK OF AMERICA, N.A., a national banking association having a place of business at 100 Federal Street, Boston, Massachusetts 02110, as Administrative Agent and Collateral Agent for the Credit Parties; WELLS FARGO CAPITAL FINANCE, LLC, as Syndication Agent; and U.S. BANK NATIONAL ASSOCIATION and REGIONS BANK, as Co-Documentation Agents.

W I T N E S S E T H:

WHEREAS, the Lead Borrower and certain of the other Borrowers, among others, have entered into that certain Credit Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the "Existing Credit Agreement") by, among others, the Lead Borrower and such other Borrowers, the "Lenders" as defined therein, Bank of America, N.A. as "Administrative Agent" and "Collateral Agent", Citicorp North America, Inc., as "Syndication Agent", and Merrill Lynch Capital a Division of Merrill Lynch Business Financial Services, Inc., as "Documentation Agent"; and

WHEREAS, in accordance with Section 9.2 of the Existing Credit Agreement, the Borrowers, the Lenders and the Agents desire to amend and restate the Existing Credit Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that the Existing Credit Agreement shall be amended and restated in its entirety to read as follows (it being agreed that this Agreement shall not be deemed to evidence or result in a novation or repayment and reborrowing of the Obligations under the Existing Credit Agreement):

1. DEFINITIONS.

1.1 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ACH" shall mean automated clearing house transfers.

"Accelerated Borrowing Base Delivery Event" means either (i) the occurrence and continuance of any Event of Default, or (ii) the failure of the Borrowers to maintain Excess Availability at least equal to the greater of (x) \$45,000,000 and (y) fifteen percent (15%) of the Loan Cap. For purposes of this Agreement, the occurrence of an Accelerated Borrowing Base Delivery Event shall be deemed continuing at the Administrative Agent's option (i) so long as such Event of Default has not been waived, and/or (ii) if the Accelerated Borrowing Base Delivery Event arises as a result of the Borrowers' failure to achieve Excess Availability as required hereunder, until Excess Availability is at least fifteen percent (15%) of the Loan Cap for forty-five (45) consecutive calendar days, in which case an Accelerated Borrowing Base Delivery Event shall no longer be deemed to be continuing for purposes of this Agreement.

“Accommodation Payment” has the meaning provided in Section 9.14.

“Accounts” shall mean “accounts” as defined in the UCC, and also all accounts, accounts receivable, and rights to payment (whether or not earned by performance) for: (i) property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; (ii) services rendered or to be rendered; (iii) a policy of insurance issued or to be issued; (iv) a secondary obligation incurred or to be incurred; or (v) arising out of the use of a credit or charge card or information contained on or used with that card.

“Additional Commitment Lenders” shall have the meaning given to such term in Section 2.29(c).

“Adjusted LIBO Rate” means, with respect to any LIBO Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate. The Adjusted LIBO Rate will be adjusted automatically as to all LIBO Borrowings then outstanding as of the effective date of any change in the Statutory Reserve Rate.

“Adjustment Date” means the first day of each fiscal quarter of the Borrowers, commencing May 1, 2011.

“Administrative Agent” means Bank of America, in its capacity as administrative agent for the Credit Parties hereunder.

“Affiliate” means, with respect to a specified Person, (i) any director or officer of that Person, (ii) any other Person Controlling, Controlled by or under direct or indirect common Control with that Person (and if that Person is an individual, any member of the immediate family (including parents, siblings, spouse, children, stepchildren, nephews, nieces and grandchildren) of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person who is Controlled by any such member or trust), (iii) any other Person directly or indirectly holding 10% or more of any class of the capital stock or other equity interests (including options, warrants, convertible securities and similar rights) of that Person, (iv) any other Person 10% or more of any class of whose capital stock or other equity interests (including options, warrants, convertible securities and similar rights) is held directly or indirectly by that Person, and (v) any other Person that possesses, directly or indirectly, power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of that Person.

“Agents” shall mean collectively, the Administrative Agent and the Collateral Agent.

“Agreement” means this Amended and Restated Credit Agreement, as modified, amended, supplemented or restated, and in effect from time to time.

“Allocable Amount” has the meaning provided in Section 9.14.

“Applicable Law” means as to any Person: (i) all statutes, rules, regulations, orders, or other requirements having the force of law and (ii) all court orders and injunctions, and/or similar rulings, in each instance ((i) and (ii)) of or by any Governmental Authority, or court, or tribunal which are applicable to such Person, or any property of such Person.

“Applicable Margin” means:

(a) From and after the Effective Date until the first Adjustment Date, the percentages set forth in Level II of the pricing grid below; and

(b) From and after the first Adjustment Date and on each Adjustment Date thereafter, the Applicable Margin shall be determined from the following pricing grid based upon the Average Daily Excess Availability as of the fiscal quarter of the Borrowers ended immediately preceding such Adjustment Date; provided however that notwithstanding anything to the contrary set forth herein, upon the occurrence of an Event of Default, the Administrative Agent may, and at the direction of the Required Lenders shall, immediately increase the Applicable Margin to that set forth in Level I (even if the Average Daily Excess Availability requirements for a different Level have been met) and interest shall accrue at the Default Rate; provided further if any Borrowing Base Certificates are at any time restated or otherwise revised (including as a result of an audit) or if the information set forth in any Borrowing Base Certificates otherwise proves to be false or incorrect such that the Applicable Margin would have been higher than was otherwise in effect during any period, without constituting a waiver of any Default or Event of Default arising as a result thereof, interest due under this Agreement shall be immediately recalculated at such higher rate for any applicable periods and shall be due and payable on demand.

Level	Average Daily Excess Availability	Prime Rate Loans	LIBO Loans
I	Less than 40% of the Total Commitments	1.50%	2.50%

“Appraised Value” means the net appraised liquidation value of the Borrowers’ Inventory as set forth in the Borrowers’ inventory stock ledger (expressed as a percentage of the Cost of such Inventory) as determined from time to time by the Administrative Agent with the assistance of an independent appraiser satisfactory to the Administrative Agent.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender (c) an entity or an Affiliate of an entity that administers or manages a Lender, or (d) the same investment advisor or an advisor under common control with such Lender, Affiliate or advisor, as applicable.

“Arranger” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“Assignment and Acceptance” means an assignment and acceptance entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.5), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

“Availability Reserves” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves as the Administrative Agent from time to time determines in the Administrative Agent’s Permitted Discretion (after consultation with the Lead Borrower (whose consent to any Availability Reserve shall not be required)) as being appropriate (a) to reflect the impediments to the Agents’ ability to realize upon the Collateral, (b) to reflect claims and liabilities that the Administrative Agent determines will need to be satisfied in connection with the realization upon the Collateral, (c) to reflect criteria, events, conditions, contingencies or risks which adversely affect any component of the Borrowing Base, or the assets, business, financial performance or financial condition of any Borrower or Guarantor, or (d) to reflect that a Default or an Event of Default then exists. Without limiting the generality of the foregoing, Availability Reserves may include (but are not limited to) reserves based on (i) rent; (ii) Customer Credit Liabilities; (iii) customs, duties, and other costs to release Inventory which is being imported into the United States; (iv) outstanding taxes and other governmental charges, including, ad valorem, real estate, personal property, and other taxes which might have priority over the interests of the Collateral Agent in the Collateral; (v) the Note Repayment Reserve; (vi) salaries, wages and benefits due to employees of any Borrower; (vii) customer deposits, (viii) reserves for reasonably anticipated changes in the Appraised Value of Eligible Inventory between appraisals; (ix) reserves with respect to any cash management, Hedging Agreement or other banking or financial services provided by any Lender, the Agent, the Arranger or any of their respective Affiliates, and (x) warehousemen’s or bailee’s charges and other Permitted Encumbrances which may have priority over the interests of the Collateral Agent in the Collateral. Availability Reserves shall be established and calculated in a manner and methodology consistent with the Administrative Agent’s practices as of the Effective Date with other similarly situated borrowers.

“Average Daily Excess Availability” shall mean the average daily Excess Availability for the immediately preceding fiscal quarter of the Borrowers.

“Banker’s Acceptance” means a time draft or bill of exchange or other deferred payment obligation relating to a Commercial Letter of Credit which has been accepted by the Issuing Bank.

“Bank of America” shall mean Bank of America, N.A., a national banking association.

“Bank of America Concentration Account” has the meaning provided therefor in Section 2.21(d).

“Bank Products” means any services or facilities provided to any Borrower by the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates, including, without limitation, on account of (a) Hedging Agreements, (b) purchase cards, and (c) leasing, but excluding Cash Management Services.

“Bankruptcy Code” means Title 11, U.S.C., as now or hereafter in effect, or any successor thereto.

“Blocked Account Agreements” shall mean agency agreements with respect to an account established by a Borrower, in form and substance satisfactory to the Collateral Agent, establishing control (as defined in the UCC) of such account by the Collateral Agent and whereby the bank maintaining such account agrees, upon the occurrence and during the continuance of a Cash Dominion Event, to comply only with the instructions originated by the Collateral Agent without the further consent of any Borrower.

“Blocked Account Banks” shall mean each bank with whom deposit accounts are maintained in which any funds of any of the Borrowers from one or more DDAs are concentrated and with whom a Blocked Account Agreement has been, or is required to be, executed in accordance with the terms hereof.

“Blocked Accounts” shall mean each deposit account of the Borrowers which is the subject of a Blocked Account Agreement.

“Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Borrowers” means, individually and collectively, GameStop Corp., the Subsidiary Borrowers, and any other Person who becomes a Borrower hereunder.

“Borrower Affiliated Group” shall mean, collectively, (i) the Borrowers and (ii) each of the Subsidiaries of the Borrowers in existence from time to time, including, without limitation, GameStop Europe Holdings S.a.r.l. and its Subsidiaries.

“Borrowing” shall mean the incurrence of Loans of a single Type, on a single date and having, in the case of LIBO Loans, a single Interest Period, or (b) a Swingline Loan.

“Borrowing Base” means, at any time of calculation, an amount equal to:

- (a) the Cost of Eligible Inventory, net of Inventory Reserves, *multiplied by 90%, multiplied by* the Appraised Value of Eligible Inventory; plus
- (b) ninety (90%) percent *multiplied by* the then Eligible Credit Card Receivables; minus
- (c) the then amount of all Availability Reserves.

“Borrowing Base Certificate” has the meaning assigned to such term in Section 5.1(f).

“Borrowing Request” means a request by the Lead Borrower on behalf of the Borrowers for a Borrowing in accordance with Section 2.3.

“Breakage Costs” shall have the meaning set forth in Section 2.19(b).

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in Charlotte, North Carolina or New York, New York are authorized or required by law to remain closed, provided that, when used in connection with a LIBO Loan, the term “Business Day” shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

“Capital Expenditures” of any Person means, for any period, to the extent capitalized in accordance with GAAP, any expenditure for fixed assets (both tangible and intangible), including assets being constructed (whether or not completed), leasehold improvements, capital leases under GAAP, installment purchases of machinery and equipment, acquisitions of real estate and other similar expenditures including (i) in the case of a purchase, the entire purchase price, whether or not paid during the fiscal period in question, (ii) in the case of any Capitalized Lease Obligation, the capitalized amount thereof (determined in accordance with GAAP) and (iii) without duplication, expenditures in or from any construction-in-progress account of any member of the Borrower Affiliated Group, provided, however, that expenditures for a Permitted Acquisition or Permitted Foreign Acquisition shall not constitute Capital Expenditures.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Cash Collateral Account” shall mean an interest-bearing account established by the Borrowers with the Collateral Agent at Bank of America under the sole and exclusive dominion and control of the Collateral Agent designated as the “GameStop Corp. Cash Collateral Account”.

“Cash Dominion Event” means either (i) the occurrence and continuance of any Event of Default, or (ii) the failure of the Borrowers to maintain Excess Availability at least equal to the greater of (x) \$45,000,000 or (y) fifteen (15%) percent of the Loan Cap. For purposes of this Agreement, the occurrence of a Cash Dominion Event shall be deemed continuing at the Administrative Agent’s option (i) so long as such Event of Default has not been waived, and/or (ii) if the Cash Dominion Event arises as a result of the Borrowers’ failure to achieve Excess Availability as required hereunder, until Excess Availability exceeds the greater of (x) \$45,000,000 or (y) fifteen (15%) percent of the Loan Cap for forty-five (45) consecutive days, in which case a Cash Dominion Event shall no longer be deemed to be continuing for purposes of this Agreement; provided that a Cash Dominion Event shall be deemed continuing (even if Excess Availability exceeds the required amounts for forty-five (45) consecutive days or such Event of Default has been waived) (i) for any twelve month period if a Cash Dominion Event has previously occurred and been discontinued one time during such twelve month period and (ii) at all times if a Cash Dominion Event has previously occurred and been discontinued four times since the Effective Date. The termination of a Cash Dominion Event as provided herein shall in no way limit, waive or delay the occurrence of a subsequent Cash Dominion Event in the event that the conditions set forth in this definition again arise.

“Cash Management Services” means any one or more of the following types or services or facilities provided to any Borrower by the Administrative Agent, the Collateral Agent or any Lender or any of their respective Affiliates: (a) ACH transactions, (b) cash management services, including, without limitation, controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit card processing services, and (e) credit or debit cards.

“Cash Receipts” has the meaning provided therefor in Section 2.21(d).

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.

“Change in Control” means, at any time, (a) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Lead Borrower by Persons who were neither (i) nominated by the board of directors of the Lead Borrower nor (ii) appointed by directors so nominated; or (b) any person (within the meaning of the Securities and Exchange Act of 1934, as amended), is or becomes the beneficial owner (within the meaning of Rule 13d-3 and 13d-5 of the Securities and Exchange Act of 1934, as amended) directly or indirectly of forty percent (40%) or more of the total voting power of the Voting Stock of the Lead Borrower on a fully diluted basis, whether as a result of the issuance of securities of the Lead Borrower, any merger, consolidation, sale, or distribution, or otherwise, or (c) except as otherwise permitted pursuant to this Agreement, the failure of the Lead Borrower to own, directly or indirectly, 100% (or such other percentage as may be owned directly or indirectly but in no event less than that percentage so owned as of the date of acquisition or creation thereof) of the capital stock or ownership interest, as applicable, of all members of the Borrower Affiliated Group.

“Change in Law” means (a) the adoption of any law, rule or regulation after the date of this Agreement (or, in the case of any Person which becomes a Lender or Participant thereafter, the date on which such Person becomes a Lender or Participant), (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Effective Date (or, in the case of any Person which becomes a Lender or Participant thereafter, the date on which such Person becomes a Lender or Participant) or (c) compliance by any Lender or the Issuing Banks (or, for purposes of Section 2.23, by any lending office of such Lender or by such Lender’s or any Issuing Bank’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Effective Date (or, in the case of any Person which becomes a Lender or Participant thereafter, the date on which such Person becomes a Lender or Participant); provided however, for purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, guidelines or directives in connection therewith are deemed to have gone into effect and been adopted after the Effective Date.

“Charges” has the meaning provided therefor in Section 9.13.

“Closing Date” means October 11, 2005.

“Code” means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended from time to time.

“Collateral” means any and all “Collateral” or “Mortgaged Property” as defined in any applicable Security Document.

“Collateral Access Agreement” means an agreement reasonably satisfactory in form and substance to the Agents executed by (a) a bailee or other Person in possession of Collateral, or (b) any landlord of Real Estate leased by any Borrower, pursuant to which such Person (i) acknowledges the Collateral Agent’s Lien on the Collateral, (ii) releases or subordinates such Person’s Liens in the Collateral held by such Person or located on such Real Estate, (iii) provides the Collateral Agent with access to the Collateral held by such bailee or other Person or located in or on such Real Estate, (iv) as to any landlord, provides the Collateral Agent with a reasonable time to sell and dispose of the Collateral from such Real Estate, and (v) makes such other agreements with the Collateral Agent as the Agents may reasonably require.

“Collateral Agent” means Bank of America, in its capacity as collateral agent under the Security Documents.

“Commercial Letter of Credit” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by a Borrower in the ordinary course of business of such Borrower.

“Commitment” shall mean, with respect to each Lender, the commitment of such Lender hereunder in the amount set forth opposite its name on Schedule 1.1 hereto or as may subsequently be set forth in the Register from time to time, as the same may be increased pursuant to Section 2.29 hereof or reduced from time to time pursuant to Section 2.15 hereof.

“Commitment Increase” shall have the meaning provided in Section 2.29(a).

“Commitment Fee” has the meaning provided therefor in Section 2.12.

“Commitment Percentage” shall mean, with respect to each Lender, that percentage of the Commitments of all Lenders hereunder in the amount set forth opposite its name on Schedule 1.1 hereto or as may subsequently be set forth in the Register from time to time, as the same may be increased pursuant to Section 2.29 hereof or reduced from time to time pursuant to Section 2.15 hereof.

“Consolidated” means, when used to modify a financial term, test, statement, or report of a Person, refers to the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“Consolidated EBITDA” of the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers) means, for any twelve month period, the result for such period of (i) Consolidated Net Income, plus (ii) depreciation, amortization and all other non-cash charges that were deducted in the calculation of Consolidated Net Income for such period plus (iii) provisions for income taxes that were deducted in the calculation of Consolidated Net Income for such period, plus (iv) Consolidated Interest Expense, plus (v) extraordinary non-cash losses to the extent such losses have not been and will not become cash losses in a later fiscal period. Each calculation of Consolidated EBITDA under this Agreement shall be made for the twelve month period ending on the date of such calculation.

“Consolidated Interest Expense” means, for any period for the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers), total interest and all amortization of debt discount and expense (including that attributable to Capital Lease Obligations in accordance with GAAP) of the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers) on a Consolidated basis with respect to all outstanding Indebtedness of the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers), including, without limitation, all commitment fees, fees and charges owed with respect to letters of credit, balance deficiency fees and similar expenses, and bankers’ acceptance financing and net costs under Hedging Agreements, but excluding any non-cash or deferred interest financing costs.

“Consolidated Net Income” means, for any period with respect to the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers), the net income (or loss) of the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers) on a Consolidated basis for such period taken as a single accounting period determined in conformity with GAAP, provided that there shall be excluded (i) the income (or loss) of any Person in which any other Person (other than the Lead Borrower or any of its Domestic Subsidiaries) has a joint interest, except to the extent of the amount of dividends or other distributions actually paid to the Lead Borrower or any of its Domestic Subsidiaries by such Person during such period, (ii) the income (or loss) of any Person accrued prior to the date it becomes a Subsidiary of the Lead Borrower or any of its Domestic Subsidiaries or is merged into or consolidated with the Lead Borrower or any of its Domestic Subsidiaries or that Person’s assets are acquired by the Lead Borrower or any of its Domestic Subsidiaries, and (iii) the income (or loss) of any Subsidiaries other than Domestic Subsidiaries Controlled by the Borrower.

“Consolidated Net Worth” means, with respect to the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers), the difference between its Consolidated total assets and its Consolidated total liabilities, all as determined in accordance with GAAP.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms “Controlling” and “Controlled” have meanings correlative thereto.

“Cost” means the cost value of Inventory as reported on the Borrowers’ inventory stock ledger using the average cost method of accounting based on practices which are in effect on the date of this Agreement. “Cost” does not include inventory capitalization costs or other non-purchase price charges (other than in-bound freight) used in the Borrowers’ calculation of cost of goods sold.

“Covenant Compliance Event” means either (a) that an Event of Default has occurred and is continuing, or (b) Excess Availability is less than the greater of (x) \$40,000,000 or (y) 12.5% of the Loan Cap. For purposes hereof, the occurrence of a Covenant Compliance Event shall be deemed continuing at the Administrative Agent’s option (i) so long as such Event of Default has not been waived, and/or (ii) if the Covenant Compliance Event arises as a result of the Borrowers’ failure to achieve Excess Availability as required hereunder, until Excess Availability has exceeded fifteen (15%) percent of the Loan Cap for ninety (90) consecutive days, in which case a Covenant Compliance Event shall no longer be deemed to be continuing for purposes of this Agreement; *provided that* a Covenant Compliance Event shall be deemed continuing (even if an Event of Default is no longer continuing and/or Excess Availability exceeds the required amount for ninety (90) consecutive days) at all times after a Covenant Compliance Event has occurred and been discontinued on five (5) occasion(s) after the Effective Date. The termination of a Covenant Compliance as provided herein shall in no way limit, waive or delay the occurrence of a subsequent Covenant Compliance Event in the event that the conditions set forth in this definition again arise.

“Credit Card Notifications” has the meaning provided therefor in Section 2.21(a).

“Credit Extensions” as of any day, shall be equal to the sum of (a) the principal balance of all Loans then outstanding, and (b) the then amount of the Letter of Credit Outstandings.

“Credit Party” means (a) the Lenders, (b) the Agents and their respective Affiliates, (c) the Issuing Bank, (d) the Arranger, (e) each beneficiary of each indemnification obligation undertaken by any Borrower under any Loan Document, and (f) the successors and permitted assigns of each of the foregoing.

“Customer Credit Liabilities” means, at any time, the aggregate face value at such time of (a) outstanding gift certificates and gift cards of the Borrowers entitling the holder thereof to use all or a portion of the certificate to pay all or a portion of the purchase price for any Inventory, including, without limitation, “GameStop Loyalty Cards” or other discount cards, and (b) outstanding merchandise credits of the Borrowers.

“Customs Broker Agreement” means an agreement in form and substance satisfactory to the Agents among a Borrower or Guarantor, a customs broker, freight forwarder or other carrier, and the Collateral Agent, in which the customs broker, freight forwarder or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

“DDA” means any checking or other demand deposit account maintained by any Borrower.

“DDA List” has the meaning provided therefor in Section 2.21(a).

“DDA Notification” has the meaning provided therefor in Section 2.21(a).

“Debt Service Charges” means for any period, the sum of (a) Consolidated Interest Expense paid or required to be paid for such period, plus (b) principal payments made or required to be made on account of Indebtedness (excluding the Obligations and any obligations under Synthetic Leases but including, without limitation, Capital Lease Obligations) of the Borrower Affiliated Group (excluding any Subsidiaries which are not Domestic Subsidiaries Controlled by the Borrowers) for such period, in each case determined on a Consolidated basis in accordance with GAAP.

“Debtor Relief Laws” means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Default Rate” has the meaning provided therefor in Section 2.10.

“Delinquent Lender” has the meaning given that term in Section 8.12.

“Deteriorating Lender” means any Delinquent Lender or any Lender as to which (a) the Issuing Bank or the Swingline Lender has a reasonable belief that such Lender has defaulted in fulfilling its obligations generally under other syndicated credit facilities, or (b) a Person that Controls such Lender has been deemed insolvent or becomes the subject of a bankruptcy, insolvency or similar proceeding.

“Dollars” or “\$” refers to lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary of any Borrower organized under the laws of any jurisdiction of the United States of America.

“EDGAR” means the Electronic Data Gathering, Analysis and Retrieval system maintained by the Securities and Exchange Commission.

“Effective Date” means the date on which the conditions specified in Section 4.1 are satisfied (or waived by the Agents).

“Eligible Assignee” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250,000,000; (c) an Approved Fund; and (d) any other Person (other than a natural person) approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Borrower or Facility Guarantor or any member of the Borrower Affiliated Group.

“Eligible Credit Card Receivables” means Accounts due to a Borrower on a non-recourse basis from Visa, MasterCard, American Express Company, Discover, and other major credit card and debit card processors, in each case acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business, which have been earned by performance and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, unless the Administrative Agent otherwise agrees, none of the following shall be deemed to be Eligible Credit Card Receivables:

- (a) Accounts that have been outstanding for more than five (5) Business Days from the date of sale;
- (b) Accounts with respect to which a Borrower does not have good and valid title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties);
- (c) Accounts that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);
- (d) Accounts which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);
- (e) Accounts which are acquired in a Permitted Acquisition unless and until the Administrative Agent has completed a commercial finance examination of such Accounts, establishes an advance rate (which is no higher than the advance rates for existing Eligible Accounts unless the Supermajority Lenders otherwise consent) and reserves (if applicable) therefor, and otherwise agrees that such Accounts shall be deemed Eligible Credit Card Receivables; or

- (f) Accounts which the Administrative Agent determines in its Permitted Discretion to be uncertain of collection.

“Eligible In-Transit Inventory” shall mean, as of the date of determination thereof, without duplication of other Eligible Inventory, Inventory (a) which has been shipped from a foreign location for receipt by a Borrower within sixty (60) days of the date of determination, but which has not yet delivered to such Borrower, (b) for which payment has been made by a Borrower and title has passed to such Borrower, (c) for which the document of title is reasonably acceptable to the Collateral Agent and reflects a Borrower as consignee (along with delivery to such Borrower of the documents of title with respect thereto), (d) as to which the Collateral Agent has control over the documents of title which evidence ownership of the subject Inventory (such as, if requested by the Collateral Agent, by the delivery of a Customs Broker Agreement, reasonably satisfactory to the Collateral Agent), and (e) which otherwise would constitute Eligible Inventory.

“Eligible Inventory” shall mean, as of the date of determination thereof, (a) Eligible In-Transit Inventory, (b) Eligible L/C Inventory, and (c) items of Inventory of the Borrowers that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, unless otherwise approved in writing by the Administrative Agent, none of the following shall be deemed to be Eligible Inventory:

(a) Inventory that is not owned solely by a Borrower, or is leased by or is on consignment to a Borrower, or which is consigned by a Borrower, or such Borrower does not have good and valid title thereto;

(b) Inventory (including any portion thereof in transit from vendors, other than Eligible In-Transit Inventory and Eligible L/C Inventory) that is not located at a warehouse facility or store that is owned or leased by Borrower;

(c) Inventory that represents (i) goods damaged, defective or otherwise unmerchantable, or (ii) goods returned to the vendor;

(d) Inventory that is not located in the United States of America (excluding territories and possessions thereof) other than Eligible In-Transit Inventory and Eligible L/C Inventory;

(e) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent for the benefit of the Credit Parties;

(f) Inventory which consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(g) Inventory as to which insurance in compliance with the provisions of Section 5.7 hereof is not in effect;

(h) Inventory which has been sold but not yet delivered; or

(i) Inventory which is acquired in a Permitted Acquisition or which is owned by a Subsidiary created after the Effective Date (except to the extent that such Inventory has been acquired by such Subsidiary from another Borrower and otherwise constitutes Eligible Inventory) unless and until the Collateral Agent has completed an appraisal of such Inventory and a commercial finance examination, establishes an advance rate (which is no higher than the advance rate for existing Eligible Inventory unless the Supermajority Lenders otherwise consent) and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory.

“Eligible L/C Inventory” shall mean, as of the date of determination thereof, without duplication of other Eligible Inventory, Inventory (a) not yet delivered to the Borrowers, (b) the purchase of which is supported by a Commercial Letter of Credit having an expiry within sixty (60) days of such date of determination, (c) which has been consigned to a Borrower as consignee (along with delivery to a Borrower of the documents of title with respect thereto), (d) as to which the Collateral Agent has control over the documents of title which evidence ownership of the subject Inventory (such as, if requested by the Collateral Agent, by the delivery of a Customs Broker Agreement, reasonably satisfactory to the Collateral Agent), and (e) which otherwise would constitute Eligible Inventory.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, or handling, treatment, storage, disposal, Release or threatened Release of any Hazardous Material.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, natural resource damage, costs of environmental remediation, administrative oversight costs, fines, penalties or indemnities), of any Person directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by a Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by a Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by a Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by a Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from a Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

“Event of Default” has the meaning assigned to such term in Section 7.1. An “Event of Default” shall be deemed to have occurred and to be continuing unless and until that Event of Default has been duly waived by the Administrative Agent in writing or cured to the reasonable satisfaction of the Administrative Agent.

“Excess Availability” means, as of any date of determination, the excess, if any, of (a) the Loan Cap, over (b) the outstanding Credit Extensions.

“Excluded Taxes” means, with respect to the Agents, any Lender, the Issuing Banks or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) income or franchise taxes imposed on (or measured by) its gross or net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which any Borrower is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by a Borrower under Section 2.26(b)), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Foreign Lender’s failure to comply with Section 2.24, except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding tax pursuant to Section 2.24 and (d) any United States federal withholding tax that would not have been imposed but for a failure by such recipient (or any financial institution through which any payment is made to such recipient) to comply with the applicable requirements of FATCA.

“Existing Credit Agreement” shall have the meaning set forth in the recitals hereto.

“Extraordinary Receipt” means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including tax refunds, pension plan reversions, indemnity payments and any purchase price adjustments.

“Facility Guaranty” means the Guaranty executed by the Facility Guarantors in favor of the Credit Parties.

“Facility Guarantors” means each direct or indirect Domestic Subsidiary of the Borrowers.

“FATCA” shall mean Sections 1471 through 1474 of the Code and the United States Treasury Regulations or published guidance with respect thereto.

“Federal Funds Effective Rate” means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“Fee Letter” means the letter entitled “Fee Letter” by, among others, GameStop Corp. and the Administrative Agent dated as of October 22, 2010, as such letter may from time to time be amended.

“Financial Officer” means, with respect to any Borrower, the chief financial officer, chief accounting officer, controller, assistant controller, treasurer, or assistant treasurer of such Borrower.

“Fixed Charge Coverage Ratio” means, as of the last day of any month, for the twelve-month period then ended, the ratio of (a) an amount equal to Consolidated EBITDA less Capital Expenditures less Taxes paid in cash, in each case for such period, to (b) Debt Service Charges for such period. Consolidated EBITDA, Capital Expenditures and Taxes shall be calculated without regard to (i) those items attributable to any Person prior to the date it becomes a Domestic Subsidiary of the Lead Borrower or any of its other Domestic Subsidiaries or is merged into or consolidated with the Lead Borrower or any of its Domestic Subsidiaries or that Person’s assets are acquired by the Lead Borrower or any of its Domestic Subsidiaries and (ii) any Subsidiaries other than Domestic Subsidiaries Controlled by the Borrowers.

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than the United States of America or any State thereof or the District of Columbia.

“Foreign Subsidiary” means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America or any State thereof or the District of Columbia.

“Fronting Fee” has the meaning provided therefor in Section 2.13(d).

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means accounting principles which are (a) consistent with those promulgated or adopted by the Financial Accounting Standards Board and its predecessors (or successors) in effect and applicable to that accounting period in respect of which reference to GAAP is being made, and (b) consistently applied with past financial statements of the Borrower Affiliated Group adopting the same principles.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the primary purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation, provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes, mold and other fungi, bacteria, and all other substances or wastes of any nature regulated pursuant to any Environmental Law, including any material listed as a hazardous substance under Section 101(14) of CERCLA.

“Hedging Agreement” means any interest rate protection agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, foreign currency exchange agreement, commodity price protection agreement, or other interest or currency exchange rate or commodity price hedging arrangement designed to hedge against fluctuations in interest rates or foreign exchange rates.

“Increase Effective Date” shall have the meaning provided in Section 2.29(d).

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money (including any obligations which are without recourse to the credit of such Person), (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, (j) to the extent not otherwise included, all net obligations of such Person under Hedging Agreements, and (k) the principal and interest portions of all rental obligations of such Person under any Synthetic Lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Indemnitee” has the meaning provided therefor in Section 9.3(b).

“Intellectual Property” means all present and future: trade secrets, know-how and other proprietary information; trademarks, trademark applications, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; (including copyrights for computer programs) and all tangible and intangible property embodying the copyrights, unpatented inventions (whether or not patentable); patents and patent applications; industrial design applications and registered industrial designs; license agreements related to any of the foregoing; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intellectual Property Security Agreement” shall mean the Amended and Restated Patent and Trademark Security Agreement dated as of the date hereof and executed and delivered by the Borrowers to the Collateral Agent for the ratable benefit of the Credit Parties.

“Interest Payment Date” means (a) with respect to any Prime Rate Loan (including a Swingline Loan), the first day of each month, and (b) with respect to any LIBO Loan, on the last day of the Interest Period applicable to the Borrowing of which such Loan is a part, and, in addition, if such LIBO Loan has an Interest Period of greater than 90 days, on the last day of the third month of such Interest Period.

“Interest Period” means, with respect to any LIBO Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Lead Borrower may elect by notice to the Administrative Agent in accordance with the provisions of this Agreement, provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month during which such Interest Period ends) shall end on the last Business Day of the calendar month of such Interest Period, (c) any Interest Period which would otherwise end after the Termination Date shall end on the Termination Date, and (d) notwithstanding the provisions of clause (c), no Interest Period shall have a duration of less than one month, and if any Interest Period applicable to a LIBO Borrowing would be for a shorter period, such Interest Period shall not be available hereunder. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Inventory” has the meaning assigned to such term in the Security Agreement.

“Inventory Reserves” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s Permitted Discretion (after consultation with the Lead Borrower (whose consent to any Inventory Reserve shall not be required)) with respect to the determination of the saleability, at retail, of the Eligible Inventory or which reflect such other factors as may affect the appraised value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on (i) obsolescence; (ii) seasonality; (iii) Shrink; (iv) imbalance; (v) change in Inventory character; (vi) change in Inventory composition; (vii) change in Inventory mix; (viii) markdowns (both permanent and point of sale); and (ix) retail markons and markups inconsistent with prior period practice and performance; industry standards; current business plans; or advertising calendar and planned advertising events. Inventory Reserves shall be established and calculated in a manner and methodology consistent with the Administrative Agent’s practices as of the Effective Date with other similarly situated borrowers.

“Investment” has the meaning provided therefore in Section 6.4.

“Issuing Bank” means (i) Bank of America, and any successor to Bank of America in such capacity, and (ii) any other Lender consented to by the Administrative Agent and the Lead Borrower (such consent not to be unreasonably withheld). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“L/C Disbursement” means a payment made by the Issuing Bank pursuant to a Letter of Credit.

“Lead Borrower” means GameStop Corp.

“Lenders” shall mean the Persons identified on Schedule 1.1 and each assignee that becomes a party to this Agreement as set forth in Section 9.5(b).

“Letter of Credit” shall mean each Banker’s Acceptance and each letter of credit that is (i) issued pursuant to this Agreement for the account of any Borrower or any Facility Guarantor, (ii) a Standby Letter of Credit or Commercial Letter of Credit, (iii) issued in connection with the purchase of Inventory by any Borrower or any Facility Guarantor or for any other purpose that is reasonably acceptable to the Administrative Agent, and (iv) in form and substance reasonably satisfactory to the Issuing Bank.

“Letter of Credit Fees” shall mean the fees payable in respect of Letters of Credit pursuant to Section 2.13.

“Letter of Credit Outstandings” shall mean, at any time, the sum of (a) with respect to Letters of Credit outstanding at such time, the aggregate maximum amount that then is or at any time thereafter may become available for drawing or payment thereunder plus (b) all amounts theretofore drawn or paid under Letters of Credit for which the Issuing Bank has not then been reimbursed.

“LIBO Borrowing” shall mean a Borrowing comprised of LIBO Loans.

“LIBO Loan” shall mean any Loan bearing interest at a rate determined by reference to the Adjusted LIBO Rate in accordance with the provisions of Section 2.3.

“LIBO Rate” means, with respect to any LIBO Borrowing for any Interest Period, the rate per annum equal to the British Bankers Association LIBOR Rate (“BBA LIBOR”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the “LIBO Rate” for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the LIBO Loan being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America’s London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Line Letter” means that certain uncommitted discretionary line of credit made by Bank of America, N.A. in favor of GameStop Europe Holdings S.a.r.l. and certain of its subsidiaries, pursuant to which Bank of America, N.A. may, in its discretion, make loans and issue commercial and standby letters of credit or bank guarantees in an amount of up to \$20,000,000 in the aggregate.

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies afforded to such Agents under the Loan Documents and Applicable Law as a creditor of the Borrowers with respect to the realization on the Collateral, including (after the occurrence and during the continuation of an Event of Default) the conduct by the Borrowers acting with the consent of the Administrative Agent, of any public, private or “going-out-of-business”, “store closing” or other similar sale or any other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Loan Account” has the meaning assigned to such term in Section 2.20(a).

“Loan Cap” means, at any time of determination, the lesser of (a) the Total Commitments or (b) the Borrowing Base.

“Loan Documents” means this Agreement, the Notes, the Letters of Credit, the Fee Letter, all Borrowing Base Certificates, the Blocked Account Agreements, the DDA Notifications, the Credit Card Notifications, the Security Documents, the Facility Guaranty and any other instrument or agreement now or hereafter executed and delivered in connection herewith or therewith, including (i) any Cash Management Services provided by the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates, and (ii) any Bank Product provided by the Administrative Agent, the Collateral Agent, any Lender or any of their respective Affiliates, each as amended and in effect from time to time.

“Loans” shall mean all loans (including, without limitation, Revolving Loans and Swingline Loans) at any time made to the Borrowers or for account of the Borrowers pursuant to this Agreement.

“Margin Stock” has the meaning assigned to such term in Regulation U.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, property, assets, condition, financial or otherwise, of the Borrower Affiliated Group, taken as a whole, (b) the ability of the Borrower Affiliated Group, taken as a whole, to perform any material obligation or to pay any Obligations under this Agreement or any of the other Loan Documents, or (c) the validity or enforceability of this Agreement or any of the other Loan Documents or any of the material rights or remedies of the Administrative Agent, the Collateral Agent or the Lenders hereunder or thereunder.

“Material Indebtedness” means Indebtedness (other than the Loans and Letters of Credit) of any one or more of the Borrowers in an aggregate principal amount exceeding \$20,000,000. In all events, the Senior Notes shall be deemed Material Indebtedness.

“Material Foreign Subsidiary” means each Foreign Subsidiary which is a direct Subsidiary of a Borrower which, as of the last day of any fiscal quarter, satisfied any one or more of the following tests:

(a) such Foreign Subsidiary’s total tangible assets (after intercompany eliminations), as determined in accordance with GAAP, exceeds 10% of consolidated total tangible assets of the Borrower Affiliated Group); or

(b) such Foreign Subsidiary’s Consolidated Net Income for the previous twelve months ending as of the last day of such fiscal quarter exceeds 10% of the Consolidated Net Income for the previous twelve months ending as of the last day of such fiscal quarter of the Borrower Affiliated Group; or

(c) such Foreign Subsidiary’s Consolidated Net Worth exceeds 10% of the Consolidated Net Worth of the Borrower Affiliated Group.

“Maturity Date” means January 4, 2016.

“Maximum Rate” has the meaning provided therefor in Section 9.13.

“Micromania Acquisition” means the acquisition by the Lead Borrower or a Subsidiary thereof of the issued and outstanding equity interests in SFMI Micromania S.A.S. pursuant to that certain purchase agreement by and among the Lead Borrower and SFMI Micromania S.A.S.

“Minority Lenders” has the meaning provided therefor in Section 9.2(c).

“Moody’s” means Moody’s Investors Service, Inc.

“Mortgages” means the Mortgages, Security Agreements and Assignments and Deeds of Trust between the Borrower owning the Real Estate encumbered thereby and the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Noncompliance Notice” has the meaning provided therefor in Section 2.5(b).

“Notes” shall mean (i) the promissory notes of the Borrowers substantially in the form of Exhibit B-1, each payable to the order of any Lender requesting such Note, evidencing the Revolving Loans, and (ii) if requested by the Swingline Lender, the promissory note of the Borrowers substantially in the form of Exhibit B-2, payable to the Swingline Lender, evidencing the Swingline Loans.

“Note Repayment Reserve” means, during any Note Reserve Period, an amount equal to the then outstanding principal balance of the Senior Notes, which Availability Reserve shall remain in place until the Senior Notes are defeased, repurchased, refinanced to have a maturity date that is later than the Maturity Date, or paid in full as provided herein.

“Note Reserve Period” means the period beginning 90 days prior to the scheduled maturity of the Senior Notes and ending on the date of the defeasement, repurchase, refinancing to have a maturity date that is later than the Maturity Date, or repayment in full of the Senior Notes as provided herein.

“Obligations” means (a) the due and punctual payment by the Borrowers of (i) the principal of, and interest (including all interest that accrues after the commencement of any proceeding under any Debtor Relief Laws naming any such Borrower as the debtor in such proceeding, whether or not allowed in such case or proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrowers under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise, of the Borrowers to the Credit Parties under this Agreement and the other Loan Documents (including all fees, costs, expenses and indemnities that accrues after the commencement of any proceeding under any Debtor Relief Laws naming any such Borrower as the debtor in such proceeding, whether or not allowed in such case or proceeding), (b) the due and punctual payment and performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to this Agreement and the other Loan Documents, and (c) the payment and performance under any transaction with any of the Arranger, Agents or any Lender, or any of their respective Affiliates, which arises out of (i) any Cash Management Services, or (ii) Bank Products.

“Other Taxes” means any and all current or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

“Overadvance” means, at any time of calculation, a circumstance in which the Credit Extensions exceed the Loan Cap.

“Participant” has the meaning provided therefore in Section 9.5(e).

“Payment Conditions” means, at the time of determination, that (a) no Default or Event of Default then exists or would arise as a result of the making such payment, (b) the Borrowers have maintained Excess Availability equal to or greater than twenty (20%) percent of the then Borrowing Base for each day of the thirty (30) days prior to making such payment, (c) after giving effect to such payment, Excess Availability will be equal to or greater than twenty (20%) percent of the then Borrowing Base, (d) Administrative Agent has determined that Excess Availability, as projected on a pro-forma basis for each day of the twelve (12) months following such payment, will be equal to or greater than twenty (20%) percent of the then Borrowing Base, and (e) (i) with respect to any Restricted Payment for which the Payment Conditions are required to be satisfied, either (x) after giving effect to any such Restricted Payment, the Credit Extensions hereunder shall be not greater than 25% of the Total Commitments, or (y) after giving effect to such Restricted Payment, the Fixed Charge Coverage Ratio, as calculated on a pro-forma basis for the twelve months prior to such Restricted Payment, shall be equal to or greater than 1.1:1.0, or (ii) with respect to any prepayment of the Senior Notes for which the Payment Conditions are required to be satisfied, after giving effect to such prepayment, the Fixed Charge Coverage Ratio, as calculated on a pro-forma basis for the twelve months prior to such prepayment, shall be greater than 1.0:1.0.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Perfection Certificate” means a certificate in the form of Annex 1 to the Security Agreement or any other form approved by the Collateral Agent.

“Permitted Acquisition” means an Investment in, a purchase of the capital stock in, or the acquisition of all or a substantial portion of the assets or properties of, any Person, the entering into any exchange of securities with any Person, or the entering into any transaction, merger or consolidation of any Person, or any acquisition of any retail store locations of any Person, in each case that is organized under the laws of the United States (each of the foregoing an “Acquisition”) in each case which satisfies each of the following conditions:

- (i) The Acquisition is of a business permitted to be conducted by the Borrowers pursuant to Section 6.3(b) hereof; and

- (ii) Prior to and after giving effect to the Acquisition, no Default or Event of Default will exist or will arise therefrom; and
- (iii) The Person making the Acquisition must be a Borrower or a Subsidiary which will become a Borrower or Facility Guarantor in accordance with Section 5.14 hereof and the Borrowers (including such Person) shall take such steps as are necessary to grant to the Collateral Agent, for the benefit of the Credit Parties, a legal, valid and enforceable first priority security interest (except as provided in Section 6.2 hereof) in all of the assets and capital stock acquired in connection with such acquisition;
- (iv) If a Borrower shall merge with such other Person, such Borrower shall be the surviving party of such merger; and
- (v) (A) Excess Availability on a pro-forma basis after giving effect to any such Acquisition, and on a projected basis for the twelve (12) months following such Acquisition, shall be greater than 17.5% of the Borrowing Base, and (B) after giving effect to such Acquisition, the Fixed Charge Coverage Ratio, as calculated on a pro-forma basis for the twelve months prior to such Acquisition, shall be greater than 1.0:1.0.

“Permitted Discretion” means the Administrative Agent’s good faith credit judgment based upon any factor or circumstance which it reasonably believes in good faith: (i) will or could reasonably be expected to adversely affect the value of the Collateral, the enforceability or priority of the Collateral Agent’s Liens thereon in favor of the Credit Parties or the amount which the Collateral Agent and the Credit Parties would likely receive (after giving consideration to delays in payment and costs of enforcement) in the liquidation of such Collateral; (ii) suggests that any collateral report or financial information delivered to the Administrative Agent by or on behalf of the Borrower Affiliated Group is incomplete, inaccurate or misleading in any material respect; (iii) could reasonably be expected to materially increase the likelihood of a proceeding under any Debtor Relief Law involving any member of the Borrower Affiliated Group; or (iv) creates or reasonably could be expected to create a Default or Event of Default. In exercising such judgment, the Administrative Agent may consider such factors or circumstances already included in or tested by the definition of Eligible Credit Card Receivables, Eligible in-Transit Inventory, Eligible Inventory, or Eligible L/C Inventory, as well as any of the following: (A) the financial and business climate and prospects of any member of the Borrower Affiliated Group’s industry and general macroeconomic conditions; (B) changes in demand for and pricing of Inventory; (C) changes in any concentration of risk with respect to Inventory; (D) any other factors or circumstances that will or could reasonably be expected to have a Material Adverse Effect; (E) audits of books and records by third parties, history of chargebacks or other credit adjustments; and (F) any other factors that change or could reasonably be expected to change the credit risk of lending to the Borrowers on the security of the Inventory. Notwithstanding the foregoing, it shall not be within Permitted Discretion for the Administrative Agent to establish Reserves which are duplicative of each other whether or not such reserves fall under more than one reserve category.

“Permitted Encumbrances” means:

- (i) Liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 5.5;
- (ii) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or are being contested in compliance with Section 5.5;
- (iii) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance, old-age pension and other social security laws or regulations;
- (iv) deposits to secure the performance of bids, trade contracts, leases, contracts (other than for the repayment of borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;
- (v) judgment liens in respect of judgments that do not constitute an Event of Default under Section 7.1(m);
- (vi) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Borrowers or any other member of the Borrower Affiliated Group;
- (vii) Possessory liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the date hereof and Permitted Investments, provided that such liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing
- (viii) Liens in favor of a financial institution encumbering deposits (including the right of setoff) held by such financial institution in the ordinary course of its business and which are within the general parameters customary in the banking industry; and
- (ix) Landlords’ and lessors’ liens in respect of rent that is not overdue by more than thirty (30) days or which is being contested in compliance with Section 5.5;

provided that, except as provided in any one or more of clauses (i) through (ix) above, the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness.

“Permitted Foreign Acquisition” means any Investment made by a Borrower or Subsidiary of any Borrower in, a purchase of the capital stock or other equity interests of, or the acquisition of all or a substantial portion of the assets or properties of, any Person, the entering into any exchange of securities with any Person, or the entering into any transaction, merger or consolidation of any Person, or any acquisition of any retail store locations of any Person, in each case, that is organized under the laws of a jurisdiction other than the United States of America or any state thereof or the District of Columbia (a “Foreign Acquisition”), in each case which satisfies each of the following conditions:

- (a) The Foreign Acquisition is of a business permitted to be conducted by the Borrowers pursuant to Section 6.3(b) hereof; and
- (b) Prior to and after giving effect to the Foreign Acquisition, no Default or Event of Default will exist or will arise therefrom;
- (c) If a Borrower shall merge with such other Person, such Borrower shall be the surviving party of such merger;
- (d) (A) Excess Availability on a pro-forma basis after giving effect to any such Foreign Acquisition, and on a projected basis for the twelve (12) months following such Foreign Acquisition, shall be greater than 17.5% of the Borrowing Base, and (B) after giving effect to such Foreign Acquisition, the Fixed Charge Coverage Ratio, as calculated on a pro-forma basis for the twelve months prior to such Acquisition, shall be greater than 1.0:1.0; and
- (e) The total consideration paid or payable in connection with the Foreign Acquisition does not exceed (A) \$150,000,000, in each case for any one transaction or a series of related transactions, (B) \$300,000,000 for all such transactions in any twelve month period, or (C) \$500,000,000 in the aggregate for all such acquisitions from and after the Effective Date.

“Permitted Investments” means each of the following:

- (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(ii) Investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, a credit rating of at least A-1 or P-1 from S&P or from Moody's;

(iii) Investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and demand deposit and money market deposit accounts issued or offered by, any domestic office or European Union office of any commercial bank organized under the laws of the United States of America, any state thereof or the European Union that has a combined capital and surplus and undivided profits of not less than \$100,000,000; provided that such Investments shall be limited to commercial banks organized under the laws of the United States of America or any state thereof during the continuance of a Cash Dominion Event;

(iv) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (i) above (without regard to the limitation on maturity contained in such clause) and entered into with a financial institution satisfying the criteria described in clause (iii) above or with any primary dealer and having a market value at the time that such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such counterparty entity with whom such repurchase agreement has been entered into;

(v) money market mutual funds, 90% of the investments of which are in cash or investments contemplated by clauses (i) through (iv) of this definition; and

(vi) Investments by a Borrower consistent with such Borrower's current investment policy, which Investments are approved by the Administrative Agent from time to time;

provided that, notwithstanding the foregoing, after the occurrence and during the continuance of a Cash Dominion Event, (i) no such new Investments shall be permitted by a Borrower unless either (A) no Loans are then outstanding, or (B) the Investment is a temporary Investment pending expiration of an Interest Period for a LIBO Loan, the proceeds of which Investment will be applied to the Obligations after the expiration of such Interest Period, and (ii) all such Investments are pledged by the applicable Borrower to the Administrative Agent as additional collateral for the Obligations pursuant to such agreements as may be reasonably required by the Administrative Agent.

"Permitted Overadvance" means an Overadvance determined by the Administrative Agent, in its reasonable discretion, (a) which is made to maintain, protect or preserve the Collateral and/or the Lenders' rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties, or (b) which is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation, or (c) is made to pay any other amount chargeable to any Borrower hereunder; provided that Permitted Overadvances shall not (i) exceed ten percent of the then Borrowing Base in the aggregate outstanding at any time or (ii) unless a Liquidation is occurring, remain outstanding for more than thirty consecutive Business Days, unless in case of clause (ii) the Required Lenders otherwise agree; and provided further that the foregoing shall not (1) modify or abrogate any of the provisions of Section 2.6(f) regarding the Lenders' obligations with respect to L/C Disbursements or the provisions of Section 2.5 and 2.7 regarding the Lenders' obligations with respect to Swingline Loans, or (2) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for Unintentional Overadvances, and such Unintentional Overadvances shall not reduce the amount of Permitted Overadvances allowed hereunder, and further provided that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions (including any Overadvance or proposed Overadvance) would exceed the Total Commitments.

“Permitted Refinancing” means, with respect to any Person, any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to “Refinance”), the Indebtedness being Refinanced (or previous refinancings thereof constituting a Permitted Refinancing); provided, that (a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premiums thereon and underwriting discounts, defeasance costs, fees, commissions and expenses), (b) the weighted average life to maturity of such Permitted Refinancing is greater than or equal to the weighted average life to maturity of the Indebtedness being Refinanced (c) such Permitted Refinancing shall not require any scheduled principal payments due prior to the Maturity Date in excess of, or prior to, the scheduled principal payments due prior to such Maturity Date for the Indebtedness being Refinanced, (d) if the Indebtedness being Refinanced is subordinated in right of payment to the Obligations under this Agreement, such Permitted Refinancing shall be subordinated in right of payment to such Obligations on terms at least as favorable to the Credit Parties as those contained in the documentation governing the Indebtedness being Refinanced (e) no Permitted Refinancing shall have different direct or indirect obligors, or greater guarantees or security, than the Indebtedness being Refinanced, (f) such Permitted Refinancing shall be otherwise on terms not materially less favorable to the Credit Parties than those contained in the documentation governing the Indebtedness being Refinanced, including, without limitation, with respect to amortization, maturity, financial and other covenants, (g) the interest rate applicable to any such Permitted Refinancing shall not exceed the then applicable market interest rate, and (h) at the time thereof, no Default or Event of Default shall have occurred and be continuing; provided further that the Senior Notes may be Refinanced (x) with the proceeds of Revolving Loans, to the extent otherwise permitted hereunder or (y) with other Indebtedness as to which the provisions of clauses (a), (c), and (f) shall not apply.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which a Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Pledge Agreement” means the Amended and Restated Pledge Agreement dated as of the Effective Date and executed and delivered by one or more of the Borrowers to the Collateral Agent, for the benefit of the Credit Parties, as the same may be amended and in effect from time to time, pursuant to which, without limitation, (i) all of the issued and outstanding capital stock of all Domestic Subsidiaries owned by a Borrower and (ii) sixty-five percent (or such lesser amount owned by such Borrower) of all of the issued and outstanding capital stock of all Foreign Subsidiaries is pledged to the Collateral Agent (in each case, other than Subsidiaries that are not directly or indirectly wholly owned by such Borrower).

“Prepayment Event” means:

- (a) Any disposition (including pursuant to a sale and leaseback transaction) of any property or asset of a Borrower or Guarantor (other than, during the occurrence of a Cash Dominion Event, dispositions of Inventory in the ordinary course of business);
- (b) Any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of (and payments in lieu thereof), any property or asset of a Borrower or Guarantor;
- (c) The incurrence by a Borrower or Guarantor of any Indebtedness for borrowed money other than Permitted Indebtedness; or
- (d) The receipt by any Borrower or Guarantor of any Extraordinary Receipts;

provided that any receipt of proceeds from any of the foregoing clauses (a) through (d) in an amount not to exceed \$20,000,000 in the aggregate prior to the continuance of a Cash Dominion Event shall not be deemed a Prepayment Event.

“Prime Rate” shall mean, for any day, the highest of (a) the annual rate of interest then most recently announced by Bank of America at its head office in Charlotte, North Carolina as its “Prime Rate”, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% (0.50%) per annum, or (c) the LIBO Rate for a 30 day interest period as determined on such day, plus 1.0% per annum. The “prime rate” is a rate set by Bank of America based upon various factors including Bank of America’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in Bank of America’s prime rate, the Federal Funds Effective Rate or the LIBO Rate, respectively, shall take effect at the opening of business on the day specified in the public announcement of such change.

“Prime Rate Loan” shall mean any Loan bearing interest at a rate determined by reference to the Prime Rate in accordance with the provisions of Section 2.3.

“Real Estate” means all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned or leased by any Borrower, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

“Register” has the meaning set forth in Section 9.5(c).

“Regulation U” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Release” has the meaning set forth in Section 101(22) of CERCLA.

“Required Lenders” shall mean, at any time, Lenders having Commitments greater than 50% of the Total Commitments, or if the Commitments have been terminated, Lenders whose percentage of the outstanding Loans and Letters of Credit aggregate greater than 50% of all such Loans and Letters of Credit Outstanding; provided that the Commitment of, and the portion of the Credit Extensions held or deemed held by, any Delinquent Lender or Deteriorating Lender shall be excluded for purposes of making a determination of Required Lenders.

“Reserves” means the Inventory Reserves and Availability Reserves.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any shares of any class of capital stock of Borrower, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such shares of capital stock of any Borrower or any option, warrant or other right to acquire any such shares of capital stock of any Borrower.

“Revolving Loans” means all Loans at any time made by a Lender pursuant to Section 2.

“S&P” means Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies, Inc.

“Security Agreement” means the Amended and Restated Security Agreement dated as of the Effective Date and executed and delivered by the Borrowers to the Collateral Agent for the benefit of the Credit Parties, as amended and in effect from time to time.

“Security Documents” means the Security Agreement, the Intellectual Property Security Agreement, the Pledge Agreement, the Facility Guaranty, the Mortgages and each other security agreement, guaranty or other instrument or document executed and delivered pursuant to Section 5.15 or any other provision hereof or any other Loan Document, to secure any of the Obligations.

“Senior Notes” means the Senior Floating Rate Notes Due 2011 and 8% Senior Notes Due 2012 issued by GSC Holdings Corp. and GameStop, Inc. under an Indenture dated as of September 28, 2005 with Citibank, N.A., as Trustee and any securities issued in lieu or in replacement thereof.

“Senior Note Documents” means the documents, instruments and other agreements now or hereafter executed and delivered in connection with the Senior Notes.

“Settlement Date” has the meaning provided in Section 2.7(b) .

“Shrink” means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

“Solvent” means, with respect to any Person on a particular date, that on such date (a) at fair valuations, all of the properties and assets of such Person are greater than the sum of the debts, including contingent liabilities, of such Person, (b) the present fair saleable value of the properties and assets of such Person is not less than the amount that would be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person is able to realize upon its properties and assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts beyond such Person’s ability to pay as such debts mature, and (e) such Person is not engaged in a business or a transaction, and is not about to engage in a business or transaction, for which such Person’s properties and assets would constitute unreasonably small capital after giving due consideration to the prevailing practices in the industry in which such Person is engaged.

“Standby Letter of Credit” means any Letter of Credit other than a Commercial Letter of Credit.

“Statutory Reserve Rate” means, for any Interest Period, the rate (expressed as a decimal) applicable to the Administrative Agent during such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System for determining the maximum reserve requirement (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBO Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent and/or one or more subsidiaries of the parent.

“Subsidiary Borrowers” means, individually and collectively, GameStop, Inc., Sunrise Publications, Inc., Electronics Boutique Holdings Corp., ELBO Inc., EB International Holdings, Inc., Kongregate Inc., GameStop Texas Ltd., Marketing Control Services, Inc., SOCOM, LLC, and any other Domestic Subsidiary which becomes a Borrower hereunder.

“Supermajority Lenders” shall mean, at any time, Lenders having Commitments greater than 66 2/3% of the Total Commitments, or if the Commitments have been terminated, Lenders whose percentage of the outstanding Loans and Letters of Credit aggregate greater than 66 2/3% of all such Loans and Letters of Credit Outstanding; provided that the Commitment of, and the portion of the Credit Extensions held or deemed held by, any Delinquent Lender or Deteriorating Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

“Swingline Lender” means Bank of America, in its capacity as lender of Swingline Loans hereunder.

“Swingline Loan” shall mean a Loan made by the Swingline Lender to the Borrowers pursuant to Section 2.5 hereof.

“Synthetic Lease” means any lease or other agreement for the use or possession of property creating obligations which does not appear as Indebtedness on the balance sheet of the lessee thereunder but which, upon the insolvency or bankruptcy of such Person, would be characterized as Indebtedness of such lessee without regard to the accounting treatment.

“Taxes” means any and all current or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

“Termination Date” shall mean the earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Loans are accelerated and the Commitments are terminated in accordance with Section 7.1, or (iii) the date of the occurrence of any Event of Default pursuant to Section 7.1(j) or 7.1(k).

“Total Commitments” shall mean, at any time, the sum of the Commitments at such time. As of the Effective Date, the Total Commitments are \$400,000,000.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Prime Rate.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the Uniform Commercial Code differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of a security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “Uniform Commercial Code” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

“UFCA” has the meaning provided in Section 9.14.

“UFTA” has the meaning provided in Section 9.14.

“Unintentional Overadvance” means an Overadvance which, to the Administrative Agent’s knowledge, did not constitute an Overadvance when made but which has become an Overadvance resulting from changed circumstances beyond the control of the Credit Parties, including, without limitation, a reduction in the Appraised Value of property or assets included in the Borrowing Base or misrepresentation by the Borrowers.

“Unused Commitment” shall mean, on any day, (a) the then Total Commitments minus (b) the sum of (i) the principal amount of Loans then outstanding (including the principal amount of Swingline Loans then outstanding), and (ii) the then Letter of Credit Outstandings.

“Voting Stock” means, with respect to any corporation, the outstanding stock of all classes (or equivalent interests) which ordinarily, in the absence of contingencies, entitles holders thereof to vote for the election of directors (or Persons performing similar functions) of such corporation, even though the right so to vote has been suspended by the happening of such contingency.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

1.2 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns or, for natural persons, such Person’s successors, heirs, executors, administrators and other legal representatives, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, (f) all financial statements and other financial information provided by the Borrowers and each other member of the Borrower Affiliated Group to the Administrative Agent or any Lender shall be provided with reference to Dollars, and (g) this Agreement and the other Loan Documents are the result of negotiation among, and have been reviewed by counsel to, among others, the Borrower Affiliated Group and the Administrative Agent and are the product of discussions and negotiations among all parties. Accordingly, this Agreement and the other Loan Documents are not intended to be construed against the Administrative Agent or any of the Lenders merely on account of the Administrative Agent’s or any Lender’s involvement in the preparation of such documents.

1.3 Accounting Terms. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect on the Effective Date, on a basis consistent with the financial statements referred to in Section 3.4 of this Agreement, provided that, if the Borrowers request an amendment to any provision hereof to reflect the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrowers that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such provision shall have been amended in accordance herewith. Notwithstanding the foregoing, any obligations of a Person under a lease (whether existing now or entered into in the future) that is not (or would not be) a Capital Lease Obligation under GAAP as in effect on the Effective Date, shall not be treated as a Capital Lease Obligation solely as a result of the adoption of changes in GAAP outlined by the Financial Accounting Standards Board in its press release dated March 19, 2009.

1.4 Rounding.

Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5 Times of Day.

Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.6 Letter of Credit Amounts.

Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the maximum face amount of such Letter of Credit after giving effect to all increases thereof contemplated by such Letter of Credit, whether or not such maximum face amount is in effect at such time.

2. AMOUNT AND TERMS OF CREDIT

2.1 Commitment of the Lenders.

(a) Each Lender severally and not jointly with any other Lender, agrees, upon the terms and subject to the conditions herein set forth, to extend credit to the Borrowers on a revolving basis, in the form of Revolving Loans and Letters of Credit and in an amount not to exceed the lesser of such Lender's Commitment or such Lender's Commitment Percentage of the Loan Cap, subject to the following limitations:

(i) The aggregate outstanding amount of the Credit Extensions shall not at any time exceed the Loan Cap.

(ii) No Lender shall be obligated to issue any Letter of Credit, and Letters of Credit shall be available from the Issuing Bank, subject to the ratable participation of all Lenders, as set forth in Section 2.6. The aggregate Letter of Credit Outstandings shall not at any time exceed \$50,000,000.

(iii) Subject to all of the other provisions of this Agreement, Revolving Loans that are repaid may be reborrowed prior to the Termination Date. No new Credit Extension, however, shall be made to the Borrowers after the Termination Date.

(b) Each Borrowing of Revolving Loans (other than Swingline Loans) shall be made by the Lenders pro rata in accordance with their respective Commitments. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

2.2 Reserves; Changes to Reserves.

(a) The initial Inventory Reserves and Availability Reserves as of the Effective Date are the following:

(i) Return to Vendor (an Inventory Reserve): An amount equal to the Cost of Inventory for which vendors are to furnish credit to the Borrower Affiliated Group as reflected in the Borrower Affiliated Group's books and records from time to time.

(ii) Shrink (an Inventory Reserve): An amount equal to the one month accrual for Shrink reflected in the Borrower Affiliated Group's books and records from time to time.

(iii) Defective and Refurbishment Parts (an Inventory Reserve): An amount equal to the amount of defective goods and goods at the refurbishment center for repair reflected in the Borrower Affiliated Group's books and records from time to time.

(iv) Internal Warranties (an Inventory Reserve): An amount equal to the amount of internal warranties reflected in the cost of the Borrower Affiliated Group's Inventory from time to time.

(v) Customer Credit Liabilities (an Availability Reserve): An amount equal to 30% of the amount of gift certificates and merchandise credits reflected in the Borrower Affiliated Group's books and records from time to time.

(vi) Customer Deposits (an Availability Reserve): An amount equal to 30% of the outstanding customer deposits held by the Borrowers as reflected in the Borrowers' books and records.

(vii) Rent (an Availability Reserve): An amount equal to one month's rent for each location in the States of Pennsylvania, Virginia, Washington and any other state which provides a lien for landlords which may have priority over the Collateral Agent's Lien (except for those locations for which the Agents have received a Collateral Access Agreement satisfactory in form to the Agents).

(b) The Administrative Agent may hereafter, on three (3) Business Days written notice to the Lead Borrower, establish additional Reserves or change any of the foregoing Reserves, in the exercise of the Permitted Discretion of the Administrative Agent (provided that no such prior notice shall be required if a Cash Dominion Event exists or for (1) changes to any Reserves resulting solely by virtue of mathematical calculations of the amount of the Reserve in accordance with the methodology of calculation previously utilized (such as, but not limited to, Rent and Customer Credit Liabilities), or (2) changes to Reserves or establishment of additional Reserves if a Material Adverse Effect has occurred or it would be reasonably likely that a Material Adverse Effect to the Lenders would occur were such Reserve not changed or established prior to the expiration of such three (3) Business Day period); *provided, however*, that as long as no Event of Default then exists and is continuing, the Administrative Agent shall not modify the methodology in which Reserves described in Section 2.2(a) hereof are determined from time to time.

2.3 Making of Loans.

(a) Except as set forth in Sections 2.16 and 2.24, Loans (other than Swingline Loans) by the Lenders shall be either Prime Rate Loans or LIBO Loans as the Lead Borrower on behalf of the Borrowers may request subject to and in accordance with this Section 2.3, provided that all Swingline Loans shall be only Prime Rate Loans. All Loans made pursuant to the same Borrowing shall, unless otherwise specifically provided herein, be Loans of the same Type. Each Lender may fulfill its Commitment with respect to any Loan by causing any lending office of such Lender to make such Loan; but any such use of a lending office shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of the applicable Note. Each Lender shall, subject to its overall policy considerations, use reasonable efforts (but shall not be obligated) to select a lending office which will not result in the payment of increased costs by the Borrowers pursuant to Section 2.23. Subject to the other provisions of this Section 2.3 and the provisions of Section 2.24, Borrowings of Loans of more than one Type may be incurred at the same time, but no more than seven (7) Borrowings of LIBO Loans may be outstanding at any time.

(b) The Lead Borrower shall give the Administrative Agent three (3) Business Days' prior telephonic notice (thereafter confirmed in writing) of each LIBO Borrowing and one (1) Business Day's prior notice of each Borrowing of Prime Rate Loans. Any such notice, to be effective, must be received by the Administrative Agent not later than 11:00 a.m. on the third Business Day in the case of LIBO Loans prior to, and on the first Business Day in the case of Prime Rate Loans prior to, the date on which such Borrowing is to be made. Such notice shall be irrevocable and shall specify the amount of the proposed Borrowing (which shall be in an integral multiple of \$100,000, but not less than \$1,000,000 in the case of LIBO Loans) and the date thereof (which shall be a Business Day) and shall contain disbursement instructions. Such notice shall specify whether the Borrowing then being requested is to be a Borrowing of Prime Rate Loans or LIBO Loans and, if LIBO Loans, the Interest Period with respect thereto. If no election of Interest Period is specified in any such notice for a Borrowing of LIBO Loans, such notice shall be deemed a request for an Interest Period of one month. If no election is made as to the Type of Loan, such notice shall be deemed a request for a Borrowing of Prime Rate Loans. The Administrative Agent shall promptly notify each Lender of its proportionate share of such Borrowing, the date of such Borrowing, the Type of Borrowing being requested and the Interest Period or Interest Periods applicable thereto, as appropriate. On the borrowing date specified in such notice, each Lender shall make its share of the Borrowing available at the office of the Administrative Agent at 100 Federal Street, Boston, Massachusetts 02110, no later than 12:00 noon, in immediately available funds. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with this Section and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Federal Funds Effective Rate or (ii) in the case of the Borrowers, the interest rate applicable to Prime Rate Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing. Upon receipt of the funds made available by the Lenders to fund any Borrowing hereunder, the Administrative Agent shall disburse such funds in the manner specified in the notice of borrowing delivered by the Lead Borrower and shall use reasonable efforts to make the funds so received from the Lenders available to the Borrowers no later than 3:00 p.m.

(c) The Administrative Agent, without the request of the Lead Borrower, may advance any interest, fee, service charge, or other payment to which any Agent or their Affiliates or any Lender is entitled from any Borrower pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall notify the Lead Borrower of any such advance or charge no later than one Business Day prior to the making thereof. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and each Borrower's obligations under Section 2.4. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.3(c) shall bear interest at the interest rate then and thereafter applicable to Prime Rate Loans.

2.4 Overadvances.

(a) The Agents and the Lenders have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result.

(b) The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders and each Lender shall be bound thereby. Any Permitted Overadvances may constitute Swingline Loans. The making of any Permitted Overadvance is for the benefit of the Borrowers; such Permitted Overadvances constitute Revolving Loans and Obligations. The making of any such Permitted Overadvances on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvances on any other occasion or to permit such Permitted Overadvances to remain outstanding.

(c) The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.6(f) regarding the Lenders' obligations to purchase participations with respect to L/C Disbursements or Section 2.7 regarding any Lender's reimbursement obligations with respect to Swingline Loans

2.5 Swingline Loans.

(a) The Swingline Lender is authorized by the Lenders and shall, subject to the provisions of this Section, make Swingline Loans up to \$25,000,000 in the aggregate outstanding at any time consisting only of Prime Rate Loans, upon a notice of Borrowing received by the Administrative Agent and the Swingline Lender (which notice, at the Swingline Lender's discretion, may be submitted prior to 1:00 p.m. on the Business Day on which such Swingline Loan is requested); provided that the Swingline Lender shall not be obligated to make any Swingline Loan in its reasonable discretion if any Lender at such time is a Deteriorating Lender, unless the Swingline Lender has entered into satisfactory arrangements with the Borrowers or such Lender to eliminate the Swingline Lender's risk of full reimbursement with respect to such Swingline Loan. Swingline Loans shall be subject to periodic settlement with the Lenders under Section 2.7 below.

(b) Swingline Loans may be made only in the following circumstances: (A) for administrative convenience, the Swingline Lender shall, at the Lead Borrower's request, make Swingline Loans in reliance upon the Borrowers' actual or deemed representations under Section 4.2, that the applicable conditions for borrowing are satisfied or (B) for Permitted Overadvances. If the conditions for borrowing under Section 4.2 cannot be fulfilled, the Lead Borrower shall give immediate notice thereof to the Administrative Agent and the Swingline Lender (a "Noncompliance Notice"), and the Administrative Agent shall promptly provide each Lender with a copy of the Noncompliance Notice. If the conditions for borrowing under Section 4.2 cannot be fulfilled, the Required Lenders may direct the Swingline Lender to, and the Swingline Lender thereupon shall, cease making Swingline Loans (other than Permitted Overadvances) until such conditions can be satisfied or are waived in accordance with Section 9.2. Unless the Required Lenders so direct the Swingline Lender, the Swingline Lender may, but is not obligated to, continue to make Swingline Loans beginning one Business Day after the Non-Compliance Notice is furnished to the Lenders. Notwithstanding the foregoing, no Swingline Loans shall be made pursuant to this subsection (b) (other than Permitted Overadvances) if the aggregate outstanding amount of the Credit Extensions would exceed the Loan Cap.

2.6 Letters of Credit.

(a) Upon the terms and subject to the conditions herein set forth, the Lead Borrower on behalf of the Borrowers, may request the Issuing Bank, at any time and from time to time after the date hereof and prior to the Termination Date, to issue, and subject to the terms and conditions contained herein, the Issuing Bank shall issue, for the account of the relevant Borrower, one or more Letters of Credit; provided that no Letter of Credit shall be issued if after giving effect to such issuance (i) the aggregate Letter of Credit Outstandings shall exceed \$50,000,000, or (ii) the aggregate Credit Extensions would exceed the Loan Cap; and provided, further, that no Letter of Credit shall be issued if the Issuing Bank shall have received notice from the Administrative Agent or the Required Lenders that the conditions to such issuance have not been met; and provided further that the Issuing Bank shall not be required to issue any such Letter of Credit in its reasonable discretion if: (A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the Issuing Bank from issuing such Letter of Credit, or any Applicable Law relating to the Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the Issuing Bank shall prohibit, or request that the Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the Issuing Bank in good faith deems material to it, (B) the issuance of such Letter of Credit would violate one or more policies of the Issuing Bank applicable to letters of credit generally, or (C) any Lender is at such time a Deteriorating Lender hereunder, unless the Issuing Bank has entered into satisfactory arrangements with the Borrowers or such Lender to eliminate the Issuing Bank's risk of full reimbursement with respect to such Letter of Credit. Any Issuing Bank (other than Bank of America) shall notify the Administrative Agent in writing on each Business Day of all Letters of Credit issued on the prior Business Day by such Issuing Bank, provided that (A) until the Administrative Agent advises any such Issuing Bank that the provisions of Section 4.02 are not satisfied, or (B) the aggregate amount of the Letters of Credit issued in any such week exceeds such amount as shall be agreed by the Administrative Agent and the Issuing Bank, such Issuing Bank shall be required to so notify the Administrative Agent in writing only once each week of the Letters of Credit issued by such Issuing Bank during the immediately preceding week as well as the daily amounts outstanding for the prior week, such notice to be furnished on such day of the week as the Administrative Agent and such Issuing Bank may agree.

(b) Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five (5) Business Days prior to the Maturity Date, provided that each Letter of Credit may, upon the request of the Lead Borrower, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of twelve (12) months or less (but not beyond the date that is five (5) Business Days prior to the Maturity Date) unless the Issuing Bank which issued such Letter of Credit notifies the beneficiary thereof at least thirty (30) days prior to the then-applicable expiration date that such Letter of Credit will not be renewed.

(c) Drafts drawn under any Letter of Credit shall be reimbursed by the Borrowers in dollars on the same Business Day of any such payment thereof by the Issuing Bank by paying to the Administrative Agent an amount equal to such drawing (together with interest as provided in Section 2.6(e)) not later than 12:00 noon on (i) the date that the Lead Borrower shall have received notice of such drawing, if such notice is received prior to 10:00 a.m., on such date, or (ii) the Business Day immediately following the day that the Lead Borrower receives such notice, if such notice is received after 10:00 a.m. on the day of drawing, provided that the Lead Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.3 or 2.5 that such payment be financed with a Revolving Loan consisting of a Prime Rate Loan, or a Swingline Loan in an equivalent amount and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the resulting Prime Rate Loan or Swingline Loan. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit issued by the Issuing Bank. The Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy) of such demand for payment and whether the Issuing Bank has made or will make payment thereunder (which payment shall not be made until two (2) Business Days after such notice from the Issuing Bank to the Borrower), provided that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse the Issuing Bank and the Lenders with respect to any such payment.

(d) If the Issuing Bank shall make any L/C Disbursement, then, unless the Borrowers shall reimburse the Issuing Bank in full on the date such payment is made, the unpaid amount thereof shall bear interest, for each day from and including the date such payment is made to but excluding the date that the Borrowers reimburse the Issuing Bank therefor, at the rate per annum then applicable to Prime Rate Loans, provided that if the Borrowers fail to reimburse the Issuing Bank when due pursuant to paragraph (c) of this Section, then Section 2.10 shall apply. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (f) of this Section to reimburse the Issuing Bank shall be for the account of such Lender to the extent of such payment.

(e) Immediately upon the issuance of any Letter of Credit by the Issuing Bank (or the amendment of a Letter of Credit increasing the amount thereof), and without any further action on the part of the Issuing Bank, the Issuing Bank shall be deemed to have sold to each Lender, and each such Lender shall be deemed unconditionally and irrevocably to have purchased from the Issuing Bank, without recourse or warranty, an undivided interest and participation, to the extent of such Lender's Commitment Percentage, in such Letter of Credit, each drawing thereunder and the obligations of the Borrowers under this Agreement and the other Loan Documents with respect thereto. Upon any change in the Commitments pursuant to Section 2.15, 2.29 and/or 9.5, it is hereby agreed that with respect to all Letter of Credit Outstandings, there shall be an automatic adjustment to the participations hereby created to reflect the new Commitment Percentages of the assigning and assignee Lenders. Any action taken or omitted by the Issuing Bank under or in connection with a Letter of Credit issued by the Issuing Bank, if taken or omitted in the absence of gross negligence, bad faith or willful misconduct, shall not create for the Issuing Bank any resulting liability to any Lender.

(f) In the event that the Issuing Bank makes any L/C Disbursement and the Borrowers shall not have reimbursed such amount in full to the Issuing Bank pursuant to Section 2.6(c), the Issuing Bank shall promptly notify the Administrative Agent, which shall promptly notify each Lender of such failure, and each Lender shall promptly and unconditionally pay to the Administrative Agent for the account of the Issuing Bank the amount of such Lender's Commitment Percentage of such unreimbursed payment in dollars and in same day funds. If the Issuing Bank so notifies the Administrative Agent, and the Administrative Agent so notifies the Lenders prior to 11:00 a.m., on any Business Day, each such Lender shall make available to the Issuing Bank such Lender's Commitment Percentage of the amount of such payment on such Business Day in same day funds (or if such notice is received by the Lenders after 11:00 a.m. on the day of receipt, payment shall be made on the immediately following Business Day). If and to the extent such Lender shall not have so made its Commitment Percentage of the amount of such payment available to the Issuing Bank, such Lender agrees to pay to the Issuing Bank, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent for the account of the Issuing Bank at the Federal Funds Effective Rate. Each Lender agrees to fund its Commitment Percentage of such unreimbursed payment notwithstanding a failure to satisfy any applicable lending conditions or the provisions of Sections 2.3 or 2.6, or the occurrence of the Termination Date. The failure of any Lender to make available to the Issuing Bank its Commitment Percentage of any payment under any Letter of Credit shall neither relieve any Lender of its obligation hereunder to make available to the Issuing Bank its Commitment Percentage of any payment under any Letter of Credit on the date required, as specified above, nor increase the obligation of such other Lender. Whenever any Lender has made payments to the Issuing Bank in respect of any reimbursement obligation for any Letter of Credit, such Lender shall be entitled to share ratably, based on its Commitment Percentage, in all payments and collections thereafter received on account of such reimbursement obligation.

(g) Whenever any Borrower desires that the Issuing Bank issue a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Lead Borrower shall give to the Issuing Bank and the Administrative Agent at least two (2) Business Days' prior written (including telegraphic, telex, facsimile or cable communication) notice (or such shorter period as may be agreed upon in writing by the Issuing Bank and Borrower) specifying the date on which the proposed Letter of Credit is to be issued, amended, renewed or extended (which shall be a Business Day), the stated amount of the Letter of Credit so requested, the expiration date of such Letter of Credit, the name and address of the beneficiary thereof, and the provisions thereof. If requested by the Issuing Bank, the applicable Borrower shall also submit a letter of credit application on the Issuing Bank's standard form in connection with any request for the issuance, amendment, renewal or extension of a Letter of Credit.

(h) The obligations of the Borrowers to reimburse the Issuing Bank for any L/C Disbursement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including, without limitation: (i) any lack of validity or enforceability of any Letter of Credit; (ii) the existence of any claim, setoff, defense or other right which the Borrowers may have at any time against a beneficiary of any Letter of Credit or against the Issuing Bank or any of the Lenders, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction; (iii) any draft, demand, certificate or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; (iv) payment by the Issuing Bank of any Letter of Credit issued by the Issuing Bank against presentation of a demand, draft or certificate or other document which does not comply with the terms of such Letter of Credit; (v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder; or (vi) the fact that any Event of Default shall have occurred and be continuing. None of the Administrative Agent, the Lenders, the Issuing Bank or any of their Affiliates shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank, provided that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by Applicable Law) suffered by the Borrowers that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence, bad faith or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(i) If any Event of Default shall occur and be continuing, on the Business Day that the Lead Borrower receives notice from the Administrative Agent or the Required Lenders demanding the deposit of cash collateral pursuant to this paragraph, the Borrowers shall deposit in the Cash Collateral Account an amount in cash equal to 105% of the Letter of Credit Outstandings as of such date plus any accrued and unpaid interest thereon. Each such deposit shall be held by the Collateral Agent as collateral for the payment and performance of the Obligations of the Borrowers under this Agreement. The Collateral Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such Cash Collateral Account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Collateral Agent at the request of the Lead Borrower and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such Cash Collateral Account shall be applied by the Collateral Agent to reimburse the Issuing Bank for payments on account of drawings under Letters of Credit for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the Letter of Credit Outstandings at such time or, if the Loans have matured or the maturity of the Loans has been accelerated, be applied to satisfy other Obligations of the Borrowers under this Agreement.

2.7 Settlements Amongst Lenders.

(a) The Swingline Lender may, at any time, and shall, not less frequently than weekly, on behalf of the Borrowers (which hereby authorize the Swingline Lender to act in their behalf in that regard) request the Administrative Agent to cause the Lenders to make a Revolving Loan (which shall be a Prime Rate Loan) in an amount equal to such Lender's Commitment Percentage of the outstanding amount of Swingline Loans made in accordance with Section 2.5, which request may be made regardless of whether the conditions set forth in Section 4 have been satisfied. Upon such request, each Lender shall make available to the Administrative Agent the proceeds of such Revolving Loan for the account of the Swingline Lender. If the Swingline Lender requires a Revolving Loan to be made by the Lenders and the request therefor is received prior to 12:00 Noon, on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if the request therefor is received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent or the Swingline Lender. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent at the Federal Funds Effective Rate.

(b) The amount of each Lender's Commitment Percentage of outstanding Revolving Loans shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Revolving Loans and repayments of Revolving Loans received by the Administrative Agent as of 3:00 p.m. on the first Business Day following the end of the period specified by the Administrative Agent (such date, the "Settlement Date").

(c) The Administrative Agent shall deliver to each of the Lenders promptly after the Settlement Date a summary statement of the amount of outstanding Revolving Loans for the period and the amount of repayments received for the period. As reflected on the summary statement: each Lender shall transfer to the Administrative Agent (as provided below), or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Revolving Loans made by each Lender shall be equal to such Lender's applicable Commitment Percentage of Revolving Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent at the Federal Funds Effective Rate.

2.8 Notes; Repayment of Loans.

(a) Upon the request of a Lender or the Swingline Lender, as applicable, the Loans made by each Lender (and to the Swingline Lender, with respect to Swingline Loans) shall be evidenced by a Note duly executed on behalf of the Borrowers, dated the Effective Date, in substantially the form attached hereto as Exhibit B-1 or Exhibit B-2, as applicable, payable to the order of each such Lender (or the Swingline Lender, as applicable) in an aggregate principal amount equal to such Lender's Commitment (or, in the case of the Note evidencing the Swingline Loans, \$25,000,000).

(b) Each Lender is hereby authorized by the Borrower to endorse on a schedule attached to each Note delivered to such Lender (or on a continuation of such schedule attached to such Note and made a part thereof), or otherwise to record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, each payment of interest on any such Loan and the other information provided for on such schedule; provided, however, that the failure of any Lender to make such a notation or any error therein shall not affect the obligation of the Borrowers to repay the Loans made by such Lender in accordance with the terms of this Agreement and the applicable Notes.

(c) Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and an indemnity in form and substance reasonably satisfactory to the Lead Borrower, and upon cancellation of such Note, the Borrowers will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

2.9 Interest on Loans.

(a) Subject to Section 2.10, each Prime Rate Loan shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable) at a rate per annum that shall be equal to the then Prime Rate, plus the Applicable Margin for Prime Rate Loans.

(b) Subject to Section 2.10, each LIBO Loan shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable) at a rate per annum equal, during each Interest Period applicable thereto, to the Adjusted LIBO Rate for such Interest Period, plus the Applicable Margin for LIBO Loans.

(c) Accrued interest on all Loans shall be payable in arrears on each Interest Payment Date applicable thereto, on the Termination Date, after the Termination Date on demand and (with respect to LIBO Loans) upon any repayment or prepayment thereof (on the amount prepaid).

2.10 Default Interest. Effective upon the occurrence of any Event of Default and at all times thereafter while such Event of Default is continuing, at the option of the Administrative Agent or upon the direction of the Required Lenders, interest shall accrue on all outstanding Loans (including Swingline Loans) (after as well as before judgment, as and to the extent permitted by law), and all fees payable under Sections 2.12 and 2.13 shall accrue, at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable) equal to the rate (including the Applicable Margin) in effect from time to time plus 2.00% per annum (the “Default Rate”), and such interest shall be payable on demand.

2.11 Certain Fees. The Borrowers shall pay to the Arranger, for the account of the Arranger, and to the Administrative Agent, for the account of the Administrative Agent and the Lenders, the fees set forth in the Fee Letter as and when payment of such fees is due as therein set forth.

2.12 Unused Commitment Fee. The Borrowers shall pay to the Administrative Agent for the account of the Lenders, a commitment fee (the “Commitment Fee”) equal to the percentages per annum set forth in the grid below (on the basis of actual days elapsed in a year of 365 or 366 days, as applicable) *multiplied by* the actual daily balance of the Unused Commitment for each day commencing on and including the Effective Date and ending on but excluding the Termination Date:

<u>Actual Daily Balance of Unused Commitment</u>	<u>Commitment Fee</u>
Less than 40% of the Total Commitments	0.375%
Equal to or greater than 40% of the Total Commitments	0.50%

Upon the occurrence of an Event of Default, at the option of the Administrative Agent or at the direction of the Required Lenders, the Commitment Fee shall be determined at the rate set forth in Section 2.10. The Commitment Fee so accrued in any calendar quarter shall be payable on the first day of the next calendar quarter, in arrears, except that all Commitment Fees so accrued as of the Termination Date shall be payable on the Termination Date. The Administrative Agent shall pay the Commitment Fee to the Lenders based upon their Commitment Percentage.

2.13 Letter of Credit Fees. The Borrowers shall pay the Administrative Agent, for the account of the Lenders, on the first day of the next calendar quarter, in arrears, a fee (each, a "Letter of Credit Fee") equal to the following per annum percentages of the face amount of the following categories of Letters of Credit outstanding during the subject quarter:

- (a) Each Standby Letter of Credit: At the then Applicable Margin per annum for LIBO Loans.
- (b) Each Commercial Letter of Credit and Banker's Acceptance: Fifty percent (50%) of the Applicable Margin per annum for LIBO Loans.
- (c) After the occurrence and during the continuance of an Event of Default, at the option of the Administrative Agent or upon the direction of the Required Lenders, the Letter of Credit Fee set forth in clauses (a) and (b) above, shall be increased by an amount equal to two percent (2%) per annum.
- (d) The Borrowers shall pay to the Issuing Bank, in addition to all Letter of Credit Fees otherwise provided for hereunder, a fronting fee (each a "Fronting Fee") in an amount equal to 0.125% of the face amount of each Letter of Credit payable on the issuance of such Letter of Credit.
- (e) The Borrowers shall pay to the Issuing Bank, in addition to the Letter of Credit Fees and Fronting Fees otherwise provided for hereunder, fees and charges in connection with the issuance, negotiation, settlement, amendment and processing of each Letter of Credit issued by the Issuing Bank as are customarily imposed by the Issuing Bank from time to time in connection with letter of credit transactions.

(f) All Letter of Credit Fees shall be calculated on the basis of actual days elapsed in a year of 365 or 366 days, as applicable.

2.14 Nature of Fees. All fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent, for the respective accounts of the Administrative Agent, the Issuing Banks, and the Lenders, as provided herein. All fees shall be fully earned on the date when due and shall not be refundable under any circumstances.

2.15 Termination or Reduction of Commitments.

(a) Upon at least three (3) Business Days' prior written notice to the Administrative Agent, the Lead Borrower may at any time or from time to time in part permanently reduce the Commitments. Each such reduction shall be in the principal amount of \$2,500,000 or any integral multiple of \$1,000,000 in excess thereof. Each such reduction shall (i) be applied ratably to the Commitments of each Lender and (ii) be irrevocable when given. At the effective time of each such reduction, the Borrowers shall pay to the Administrative Agent for application as provided herein (i) all Commitment Fees accrued on the amount of the Commitments so reduced through the date thereof, (ii) any amount by which the Credit Extensions outstanding on such date exceed the amount to which the Commitments are to be reduced effective on such date, in each case pro rata based on the amount prepaid, and (iii) any Breakage Costs, if applicable.

(b) Upon at least three (3) Business Days' prior written notice to the Administrative Agent, the Lead Borrower may at any time terminate the Commitments. At the effective time of each such termination specified in such notice, the Borrowers shall repay to the Administrative Agent for application as provided herein all Obligations.

2.16 Alternate Rate of Interest. If prior to the commencement of any Interest Period for a LIBO Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Lead Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter (but in any event, within two (2) Business Days) and, until the Administrative Agent notifies the Lead Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Borrowing Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a LIBO Borrowing shall be ineffective and (ii) if any Borrowing Request requests a LIBO Borrowing, such Borrowing shall be made as a Borrowing of Prime Rate Loans.

2.17 Conversion and Continuation of Loans. The Lead Borrower on behalf of the Borrowers shall have the right at any time,

(a) on three (3) Business Days' prior irrevocable notice to the Administrative Agent (which notice, to be effective, must be received by the Administrative Agent not later than 11:00 a.m. on the third Business Day preceding the date of any conversion), (x) to convert any outstanding Borrowings of Prime Rate Loans (but in no event Swingline Loans) to Borrowings of LIBO Loans, or (y) to continue an outstanding Borrowing of LIBO Loans for an additional Interest Period,

(b) on one Business Day's irrevocable notice to the Administrative Agent (which notice, to be effective, must be received by the Administrative Agent not later than 11:00 a.m. on the date of any conversion), to convert any outstanding Borrowings of LIBO Loans to a Borrowing of Prime Rate Loans,

subject to the following:

(i) no Borrowing of Loans may be converted into, or continued as, LIBO Loans at any time when an Event of Default has occurred and is continuing;

(ii) if less than a full Borrowing of Loans is converted, such conversion shall be made pro rata among the Lenders, as applicable, in accordance with the respective principal amounts of the Loans comprising such Borrowing held by such Lenders immediately prior to such conversion;

(iii) the aggregate principal amount of Loans being converted into or continued as LIBO Loans shall be in an integral of \$100,000 and at least \$1,000,000;

(iv) each Lender shall effect each conversion by applying the proceeds of its new LIBO Loan or Prime Rate Loan, as the case may be, to its Loan being so converted;

(v) the Interest Period with respect to a Borrowing of LIBO Loans effected by a conversion or in respect to the Borrowing of LIBO Loans being continued as LIBO Loans shall commence on the date of conversion or the expiration of the current Interest Period applicable to such continued Borrowing, as the case may be;

- (vi) a Borrowing of LIBO Loans may be converted only on the last day of an Interest Period applicable thereto;
- (vii) each request for a conversion or continuation of a Borrowing of LIBO Loans which fails to state an applicable Interest Period shall be deemed to be a request for an Interest Period of one month; and
- (viii) no more than seven (7) Borrowings of LIBO Loans may be outstanding at any time.

If the Lead Borrower does not give notice to convert any Borrowing of Prime Rate Loans, or does not give notice to continue, or does not have the right to continue, any Borrowing as LIBO Loans, in each case as provided above, such Borrowing shall automatically be converted to, or continued as, as applicable, a Borrowing of Prime Rate Loans at the expiration of the then current Interest Period. The Administrative Agent shall, after it receives notice from the Borrower, promptly give each Lender notice of any conversion, in whole or part, of any Loan made by such Lender.

2.18 Mandatory Prepayment; Cash Collateral; Commitment Termination. The outstanding Obligations shall be subject to mandatory prepayment as follows:

- (a) If at any time the amount of the Credit Extensions exceeds the Loan Cap, the Borrowers will immediately upon notice from the Administrative Agent (A) prepay the Loans in an amount necessary to eliminate such excess, and (B) if, after giving effect to the prepayment in full of all outstanding Loans such excess has not been eliminated, deposit cash into the Cash Collateral Account in an amount equal to 105% of the Letters of Credit Outstanding.
- (b) To the extent required pursuant to Section 2.21, the Revolving Loans shall be repaid daily in accordance with the provisions of said Section 2.21.
- (c) The Borrowers shall prepay the Revolving Loans, and the Administrative Agent may, in its reasonable discretion, require the Borrowers to cash collateralize the Letter of Credit Outstandings, in an amount equal to the net proceeds received by a Borrower or Facility Guarantor on account of a Prepayment Event, irrespective of whether a Cash Dominion Event then exists and is continuing.
- (d) Subject to the foregoing, outstanding Prime Rate Loans shall be prepaid before outstanding LIBO Loans are prepaid. Each partial prepayment of LIBO Loans shall be in an integral multiple of \$1,000,000. No prepayment of LIBO Loans shall be permitted pursuant to this Section 2.18 other than on the last day of an Interest Period applicable thereto, unless the Borrowers simultaneously reimburse the Lenders for all "Breakage Costs" (as defined below) associated therewith. In order to avoid such Breakage Costs, as long as no Event of Default has occurred and is continuing, at the request of the Lead Borrower, the Administrative Agent shall hold all amounts required to be applied to LIBO Loans in the Cash Collateral Account and will apply such funds to the applicable LIBO Loans at the end of the then pending Interest Period therefor and such LIBO Loans shall continue to bear interest at the rate set forth in Section 2.9 until the amounts in the Cash Collateral Account have been so applied (provided that the foregoing shall in no way limit or restrict the Agents' rights upon the subsequent occurrence of an Event of Default). No partial prepayment of a Borrowing of LIBO Loans shall result in the aggregate principal amount of the LIBO Loans remaining outstanding pursuant to such Borrowing being less than \$1,000,000 (unless all such outstanding LIBO Loans are being prepaid in full). Any prepayment of the Revolving Loans shall not permanently reduce the Commitments.

(e) All amounts required to be applied to all Loans hereunder (other than Swingline Loans) shall be applied ratably in accordance with each Lender's Commitment Percentage.

(f) Upon the Termination Date, the Commitments and the credit facility provided hereunder shall be terminated in full and the Borrowers shall pay, in full and in cash, all outstanding Loans and all other outstanding Obligations.

2.19 Optional Prepayment of Loans; Reimbursement of Lenders.

(a) The Borrowers shall have the right at any time and from time to time to prepay outstanding Loans in whole or in part, (x) with respect to LIBO Loans, upon at least two Business Days' prior written, telex or facsimile notice to the Administrative Agent prior to 11:00 a.m., and (y) with respect to Prime Rate Loans, upon at least one Business Day prior written, telex or facsimile notice to the Administrative Agent prior to 11:00 p.m., subject to the following limitations:

(i) All prepayments under this Section 2.19 shall be paid to the Administrative Agent for application, first, to the prepayment of outstanding Swingline Loans, second, to the prepayment of other outstanding Loans ratably in accordance with each Lender's Commitment Percentage, and third, to the funding of a cash collateral deposit in the Cash Collateral Account in an amount equal to 105% of all Letter of Credit Outstandings.

(ii) Subject to the foregoing, outstanding Prime Rate Loans shall be prepaid before outstanding LIBO Loans are prepaid. Each partial prepayment of LIBO Loans shall be in an integral multiple of \$1,000,000. No prepayment of LIBO Loans shall be permitted pursuant to this Section 2.19 other than on the last day of an Interest Period applicable thereto, unless the Borrowers simultaneously reimburse the Lenders for all "Breakage Costs" (as defined below) associated therewith. No partial prepayment of a Borrowing of LIBO Loans shall result in the aggregate principal amount of the LIBO Loans remaining outstanding pursuant to such Borrowing being less than \$1,000,000 (unless all such outstanding LIBO Loans are being prepaid in full).

(iii) Each notice of prepayment shall specify the prepayment date, the principal amount and Type of the Loans to be prepaid and, in the case of LIBO Loans, the Borrowing or Borrowings pursuant to which such Loans were made. Each notice of prepayment shall be irrevocable and shall commit the Borrowers to prepay such Loan by the amount and on the date stated therein. The Administrative Agent shall, promptly after receiving notice from the Lead Borrower hereunder, notify each Lender of the principal amount and Type of the Loans held by such Lender which are to be prepaid, the prepayment date and the manner of application of the prepayment.

(b) The Borrowers shall reimburse each Lender on demand for any loss incurred or to be incurred by it in the reemployment of the funds released (i) resulting from any prepayment (for any reason whatsoever, including, without limitation, conversion to Prime Rate Loans or acceleration by virtue of, and after, the occurrence of an Event of Default) of any LIBO Loan required or permitted under this Agreement, if such Loan is prepaid other than on the last day of the Interest Period for such Loan or (ii) in the event that after the Lead Borrower delivers a notice of borrowing under Section 2.3 in respect of LIBO Loans, such Loans are not borrowed on the first day of the Interest Period specified in such notice of borrowing for any reason. Such loss shall be the amount as reasonably determined by such Lender as the excess, if any, of (A) the amount of interest which would have accrued to such Lender on the amount so paid or not borrowed at a rate of interest equal to the Adjusted LIBO Rate for such Loan, for the period from the date of such payment or failure to borrow to the last day (x) in the case of a payment or refinancing of a LIBO Loan other than on the last day of the Interest Period for such Loan, of the then current Interest Period for such Loan or (y) in the case of such failure to borrow, of the Interest Period for such LIBO Loan which would have commenced on the date of such failure to borrow, over (B) the amount of interest which would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the London interbank market (collectively, "Breakage Costs"). Any Lender demanding reimbursement for such loss shall deliver to the Lead Borrower from time to time one or more certificates setting forth the amount of such loss as determined by such Lender and setting forth in reasonable detail the manner in which such amount was determined.

(c) In the event the Borrowers fail to prepay any Loan on the date specified in any prepayment notice delivered pursuant to Section 2.19(a), the Borrowers on demand by any Lender shall pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any actual loss incurred by such Lender as a result of such failure to prepay, including, without limitation, any loss, cost or expenses incurred by reason of the acquisition of deposits or other funds by such Lender to fulfill deposit obligations incurred in anticipation of such prepayment. Any Lender demanding such payment shall deliver to the Lead Borrower from time to time one or more certificates setting forth the amount of such loss as determined by such Lender and setting forth in reasonable detail the manner in which such amount was determined.

(d) Whenever any partial prepayment of Loans are to be applied to LIBO Loans, such LIBO Loans shall be prepaid in the chronological order of their Interest Payment Dates.

2.20 Maintenance of Loan Account; Statements of Account.

(a) The Administrative Agent shall maintain an account on its books in the name of the Borrowers (the “Loan Account”) which will reflect (i) all Loans and other advances made by the Lenders to the Borrowers or for the Borrowers’ account, (ii) all L/C Disbursements, fees and interest that have become payable as herein set forth, and (iii) any and all other monetary Obligations that have become payable.

(b) The Loan Account will be credited with all amounts received by the Administrative Agent from the Borrowers or otherwise for the Borrowers’ account, including all amounts received in the Bank of America Concentration Account from the Blocked Account Banks, and the amounts so credited shall be applied as set forth in Sections 2.22(a) and (b) After the end of each month, the Administrative Agent shall send to the Lead Borrower a statement accounting for the charges, loans, advances and other transactions occurring among and between the Administrative Agent, the Lenders and the Borrowers during that month. The monthly statements shall, absent manifest error, be an account stated, which is final, conclusive and binding on the Borrowers.

2.21 Cash Receipts.

(a) At the request of Administrative Agent, at any time after the occurrence and during the continuance of a Cash Dominion Event, the Borrowers shall deliver to the Administrative Agent (i) a list of all present DDAs maintained by the Borrowers, which list includes, with respect to each depository (A) the name and address of that depository; (B) the account number(s) maintained with such depository; and (C) to the extent known, a contact person at such depository (the “DDA List”), (ii) notifications executed on behalf of the Borrowers to each depository institution identified on the DDA List in form and substance reasonably satisfactory to the Administrative Agent, of the Administrative Agent’s interest in such DDA (each, a “DDA Notification”), and (iii) notifications (the “Credit Card Notifications”) executed on behalf of the Borrowers with each of the Borrowers’ major credit card processors in form and substance reasonably satisfactory to the Administrative Agent.

(b) Annexed hereto as Schedule 2.21(b) is a list describing all arrangements to which any Borrower is a party with respect to the payment to any Borrower of the proceeds of all credit card charges for sales by such Borrower.

(c) On or prior to the Effective Date the Borrowers shall have entered into a Blocked Account Agreement with the Blocked Account Banks as set forth on Schedule 2.21(c) hereto in form and substance reasonably satisfactory to the Administrative Agent.

(d) The DDA Notifications and Credit Card Notifications shall require, after the occurrence and during the continuance of a Cash Dominion Event, the sweep on each Business Day of all available cash receipts and other proceeds from the sale or disposition of any Collateral, including, without limitation, the proceeds of all credit card charges (all such cash receipts and proceeds, "Cash Receipts"), to (x) a concentration account maintained by the Borrowers at Bank of America, which shall be a Blocked Account (the "Bank of America Concentration Account"), or (z) another Blocked Account, as the Administrative Agent may direct.

(e) The Blocked Account Agreements (other than the Blocked Account Agreement with respect to the Bank of America Concentration Account) shall require, after the occurrence and during the continuance of a Cash Dominion Event, the sweep on each Business Day of all Cash Receipts to the Bank of America Concentration Account or to such other account as the Administrative Agent may direct.

(f) If at any time after the occurrence and during the continuance of a Cash Dominion Event, any cash or cash equivalents owned by the Borrowers are deposited to any account, or held or invested in any manner, otherwise than in a Blocked Account that is subject to a Blocked Account Agreement as required herein, the Administrative Agent shall require the Borrowers to have all funds held in such account transferred to the Bank of America Concentration Account or such other Blocked Account daily or otherwise as the Administrative Agent may direct.

(g) The Borrowers may close DDAs or Blocked Accounts (other than the Bank of America Concentration Account) and/or open new DDAs or Blocked Accounts, subject to the execution and delivery to the Administrative Agent of appropriate DDA Notifications or Blocked Account Agreements consistent with the provisions of this Section 2.21. Unless consented to in writing by the Administrative Agent, the Borrowers may not enter into any agreements with additional credit card processors unless contemporaneously therewith, a Credit Card Notification is executed and delivered to the Administrative Agent.

(h) The Bank of America Concentration Account is and shall remain, a Blocked Account. Each Borrower acknowledges and agrees that, subject to the provisions of subparagraph (i) below, (i) such Borrower has no right of withdrawal from the Bank of America Concentration Account, (ii) the funds on deposit in the Bank of America Concentration Account shall continue to be collateral security for all of the Obligations and (iii) the funds on deposit in the Bank of America Concentration Account shall be applied as provided in Section 2.22(a).

(i) So long as no Cash Dominion Event has occurred and is continuing, the Borrowers may direct, and shall have sole control over, the manner of disposition of its funds in the DDA Accounts and the Blocked Accounts (other than the Bank of America Concentration Account).

(j) After the occurrence and during the continuation of a Cash Dominion Event, the Borrowers shall cause the ACH or wire transfer to, upon the Administrative Agent's instruction, any Blocked Account, no less frequently than daily (unless the Commitments have been terminated hereunder and the Obligations have been paid in full) of the then contents of each DDA, each such transfer to be net of any minimum balance, not to exceed \$10,000 with respect to any one DDA and \$250,000 in the aggregate for all DDAs, as may be required to be maintained in the subject DDA by the bank at which such DDA is maintained, and, in connection with each such transfer, the Borrowers shall also provide the Administrative Agent with an accounting of the contents of each DDA.

(k) After the occurrence and during the continuation of a Cash Dominion Event, whether or not any Obligations are then outstanding, the Borrowers shall cause the ACH or wire transfer, upon the Administrative Agent's instruction, to the Bank of America Concentration Account of the then entire balance of each Blocked Account (other than the Bank of America Concentration Account) available to the Borrowers, net of such minimum balance, not to exceed \$10,000, as may be required to be maintained in the subject Blocked Account by the bank at which such Blocked Account is maintained.

(l) In the event that, notwithstanding the provisions of this Section 2.21, after the occurrence of a Cash Dominion Event, the Borrowers receive or otherwise have dominion and control of any such proceeds or collections, such proceeds and collections shall be held in trust by the Borrowers for the Administrative Agent and shall not be commingled with any of the Borrowers' other funds or deposited in any account of Borrower other than as instructed by the Administrative Agent.

2.22 Application of Payments.

(a) As long as the time for payment of the Obligations has not been accelerated and no Liquidation has commenced, all amounts received in the Bank of America Concentration Account from any source, including the Blocked Account Banks, and other amounts received by the Administrative Agent, shall be applied, on the day of receipt, in the following order: first, to pay any fees and expense reimbursements and indemnification then due and payable to the Administrative Agent, the Issuing Banks, and the Collateral Agent; second, to pay interest then due and payable on Credit Extensions; third, to repay any outstanding Swingline Loans; fourth, to repay any outstanding Revolving Loans that are Prime Rate Loans and any outstanding reimbursement obligations under Letters of Credit; fifth, to repay any outstanding Revolving Loans that are LIBO Loans and all Breakage Costs due in respect of such repayment pursuant to Section 2.19(b) or, at the Lead Borrower's option, to fund a cash collateral deposit to the Cash Collateral Account sufficient to pay, and with direction to pay, all such outstanding LIBO Loans on the last day of the then-pending Interest Period therefor from such Cash Collateral Account; sixth, if an Event of Default exists, to fund a cash collateral deposit in the Cash Collateral Account in an amount equal to 105% of all Letter of Credit Outstandings; seventh, to pay all other Obligations that are then outstanding and then due and payable. If all amounts set forth in clauses first through and including seventh above are paid, any excess amounts shall be deposited in a separate cash collateral account, and shall be released to the Lead Borrower on the day of receipt. So long as no Event of Default has occurred and is continuing, and, to the extent required by the Administrative Agent, in its reasonable discretion, upon the repayment of any outstanding Revolving Loans that are LIBO Loans, the Administrative Agent shall release the funds held in the Cash Collateral Account pursuant to clause fifth above to the Borrowers upon the Lead Borrower's request.

(b) All credits against the Obligations shall be effective on the day of receipt thereof, and shall be conditioned upon final payment to the Administrative Agent of the items giving rise to such credits. If any item deposited to the Bank of America Concentration Account and credited to the Loan Account is dishonored or returned unpaid for any reason, whether or not such return is rightful or timely, the Administrative Agent shall have the right to reverse such credit and charge the amount of such item to the Loan Account and the Borrowers shall indemnify the Administrative Agent, the Collateral Agent, the Issuing Banks and the Lenders against all claims and losses resulting from such dishonor or return.

2.23 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any holding company of any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank; or

(ii) impose on any Lender or any Issuing Bank or the London interbank market any other condition affecting this Agreement or LIBO Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any LIBO Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or otherwise) other than Taxes, which shall be governed by Section 2.26 hereof, then the Borrowers will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or the Issuing Bank determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or the Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or the Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and setting forth in reasonable detail the manner in which such amount or amounts were determined shall be delivered to the Lead Borrower and shall be conclusive absent manifest error. The Borrowers shall pay such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation pursuant to this Section within ninety (90) days of the effective date of the relevant Change in Law shall constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation.

2.24 Change in Legality.

(a) Notwithstanding anything to the contrary contained elsewhere in this Agreement, if (x) any Change in Law shall make it unlawful for a Lender to make or maintain a LIBO Loan or to give effect to its obligations as contemplated hereby with respect to a LIBO Loan or (y) at any time any Lender determines that the making or continuance of any of its LIBO Loans has become impracticable as a result of a contingency occurring after the date hereof which adversely affects the London interbank market or the position of such Lender in the London interbank market, then, by written notice to the Lead Borrower, such Lender may (i) declare that LIBO Loans will not thereafter be made by such Lender hereunder, whereupon any request by the Borrowers for a LIBO Borrowing shall, as to such Lender only, be deemed a request for a Prime Rate Loan unless such declaration shall be subsequently withdrawn; and (ii) require that all outstanding LIBO Loans made by it be converted to Prime Rate Loans, in which event all such LIBO Loans shall be automatically converted to Prime Rate Loans as of the effective date of such notice as provided in paragraph (b) below. In the event any Lender shall exercise its rights under clause (i) or (ii) of this paragraph (a), all payments and prepayments of principal which would otherwise have been applied to repay the LIBO Loans that would have been made by such Lender or the converted LIBO Loans of such Lender shall instead be applied to repay the Prime Rate Loans made by such Lender in lieu of, or resulting from the conversion of, such LIBO Loans.

(b) For purposes of this Section 2.24, a notice to the Lead Borrower by any Lender pursuant to paragraph (a) above shall be effective, and if any LIBO Loans shall then be outstanding, on the last day of the then-current Interest Period; and otherwise such notice shall be effective on the date of receipt by the Lead Borrower.

2.25 Payments; Sharing of Setoff.

(a) The Borrowers shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, fees or reimbursement of drawings under Letters of Credit, or of amounts payable under Sections 2.19(b), 2.23 or 2.26, or otherwise) prior to 2:00 p.m. on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 100 Federal Street, Boston, Massachusetts, except payments to be made directly to the Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.19(b), 2.23, 2.26 or 9.3 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document (other than payments with respect to LIBO Borrowings) shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, if any payment due with respect to LIBO Borrowings shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, unless that succeeding Business Day is in the next calendar month, in which event, the date of such payment shall be on the last Business Day of subject calendar month, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed drawings under Letters of Credit, interest and fees then due hereunder, such funds shall be applied ratably among the parties entitled thereto in accordance with the provisions of Section 2.22(a) or 7.3 hereof, as applicable.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in drawings under Letters of Credit or Swingline Loans resulting in such Lender's receiving payment of a greater proportion of the aggregate amount of its Loans and participations in drawings under Letters of Credit and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in drawings under Letters of Credit and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in drawings under Letters of Credit and Swingline Loans, provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in drawings under Letters of Credit to any assignee or participant, other than to the Borrowers or any Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Lead Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Bank hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Federal Funds Effective Rate.

2.26 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes, provided that if the Borrowers shall be required to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Agents, any Lender or the Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrowers shall make such deductions, and (iii) the Borrowers shall pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) In addition, the Borrowers shall pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) The Borrowers shall indemnify the Agents, each Lender and the Issuing Bank, within ten (10) Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by such Agent, such Lender or the Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrowers hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by a Lender or the Issuing Bank, or by any Agent on its own behalf or on behalf of a Lender or the Issuing Bank setting forth in reasonable detail the manner in which such amount was determined, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrowers to a Governmental Authority, the Borrowers shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Any Foreign Lender that is entitled to an exemption from or reduction in withholding tax shall deliver to the Lead Borrower and the Administrative Agent two copies of either United States Internal Revenue Service Form W-8BEN or Form W-8ECI, or any subsequent versions thereof or successors thereto, or, in the case of a Foreign Lender's claiming exemption from or reduction in U.S. Federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a Form W-8BEN, or any subsequent versions thereof or successors thereto (and, if such Foreign Lender delivers a Form W-8BEN, a certificate representing that such Foreign Lender is not a bank for purposes of Section 881(c) of the Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrowers and is not a controlled foreign corporation related to the Borrowers (within the meaning of Section 864(d)(4) of the Code)), properly completed and duly executed by such Foreign Lender claiming complete exemption from or reduced rate of, United States federal withholding tax on payments by the Borrowers under this Agreement and the other Loan Documents, or in the case of a Foreign Lender claiming exemption for "portfolio interest" certifying that it is not a foreign corporation, partnership, estate or trust. Such forms shall be delivered by each Foreign Lender on or before the date it becomes a party to this Agreement (or, in the case of a transferee that is a participation holder, on or before the date such participation holder becomes a transferee hereunder) and on or before the date, if any, such Foreign Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, each Foreign Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Foreign Lender. Notwithstanding any other provision of this Section 2.26(e), a Foreign Lender shall not be required to deliver any form pursuant to this 2.26(e) that such Foreign Lender is not legally able to deliver.

(f) The Borrowers shall not be required to indemnify any Foreign Lender or to pay any additional amounts to any Foreign Lender in respect of United States federal withholding tax pursuant to paragraph (a) or (c) above to the extent that the obligation to pay such additional amounts would not have arisen but for a failure by such Foreign Lender to comply with the provisions of paragraph (e) above. Should a Lender become subject to Taxes because of its failure to deliver a form required hereunder, the Borrowers shall, at such Lender's expense, take such steps as such Lender shall reasonably request to assist such Lender to recover such Taxes.

(g) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Lead Borrower and the Administrative Agent, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Lead Borrower or the Administrative Agent, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Lead Borrower or the Administrative Agent as may be necessary for the Lead Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment.

2.27 Security Interests in Collateral. To secure their Obligations under this Agreement and the other Loan Documents, the Borrowers shall grant, and shall cause each Facility Guarantor to grant to the Collateral Agent, for its benefit and the ratable benefit of the other Credit Parties, a first-priority security interest or mortgage Lien in all of the Collateral pursuant hereto and to the Security Documents.

2.28 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.23, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.26, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.23 or 2.26, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment; provided, however, that the Borrowers shall not be liable for such costs and expenses of a Lender requesting compensation if (i) such Lender becomes a party to this Agreement on a date after the Effective Date and (ii) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto.

(b) If any Lender requests compensation under Section 2.23, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.26, or if any Lender is a Deteriorating Lender or a Defaulting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.5), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment or to an Eligible Assignee), provided that (i) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in unreimbursed drawings under Letters of Credit and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts) and (ii) in the case of any such assignment resulting from a claim for compensation under Section 2.23 or payments required to be made pursuant to Section 2.26, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

2.29 Increase in Commitments.

(a) Provided no Default then exists or would arise therefrom, upon notice to the Administrative Agent (which shall promptly notify the Lenders), the Lead Borrower may from time to time request an increase in the Total Commitments (each such increase, a “Commitment Increase”) by an amount (for all such requests) not exceeding \$150,000,000; provided that (i) any such request for an increase shall be in a minimum amount of \$50,000,000, and (ii) the Lead Borrower may make a maximum of three such requests. At the time of sending such notice, the Lead Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Lenders).

(b) Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Commitment Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment.

(c) The Administrative Agent shall notify the Lead Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld), to the extent that the existing Lenders decline to increase their Commitments, or decline to increase their Commitments to the amount requested by the Lead Borrower, the Administrative Agent, in consultation with the Lead Borrower, will use its reasonable efforts to arrange for other Eligible Assignees to become a Lender hereunder and to issue commitments in an amount equal to the amount of the increase in the Total Commitments requested by the Lead Borrower and not accepted by the existing Lenders (and the Lead Borrower may also invite additional Eligible Assignees to become Lenders) (such additional Lenders, "Additional Commitment Lenders"), *provided, however*, that without the consent of the Administrative Agent, at no time shall the Commitment of any Additional Commitment Lender be less than \$10,000,000.

(d) If the Total Commitments are increased in accordance with this Section, the Administrative Agent, in consultation with the Lead Borrower, shall determine the effective date (the "Increase Effective Date") and the final allocation of such Commitment Increase. The Administrative Agent shall promptly notify the Lead Borrower and the Lenders of the final allocation of such Commitment Increase and the Increase Effective Date and on the Increase Effective Date (i) the Total Commitments under, and for all purposes of, this Agreement shall be increased by the aggregate amount of such Commitment Increase, and (ii) Schedule 1.1 shall be deemed modified, without further action, to reflect the revised Commitments and Commitment Percentages of the Lenders.

(e) As a condition precedent to any such Commitment Increase, (i) the Lead Borrower shall deliver to the Administrative Agent a certificate of each Borrower dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a responsible officer of such Borrower (A) certifying and attaching the resolutions adopted by such Borrower approving or consenting to such Commitment Increase, and (B) certifying that, before and after giving effect to such Commitment Increase, (1) the representations and warranties contained in Section 4 and the other Loan Documents are true and correct on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.29, the representations and warranties contained in Section 3.4 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a), (b) and (c), respectively, of Section 5.1; (ii) the Borrowers, the Administrative Agent, and any Additional Commitment Lender shall have executed and delivered a joinder to the Loan Documents in such form as the Administrative Agent shall reasonably require; (iii) the Borrowers shall have paid such fees and other compensation to the Additional Commitment Lenders as the Lead Borrower and such Additional Commitment Lenders shall agree; (iv) the Borrowers shall have paid such arrangement fees to the Administrative Agent as the Lead Borrower and the Administrative Agent may agree; (v) if requested by the Administrative Agent, the Borrowers shall deliver to the Administrative Agent and the Lenders an opinion or opinions, in form and substance reasonably satisfactory to the Administrative Agent, from counsel to the Borrowers reasonably satisfactory to the Administrative Agent and dated such date; (vi) the Borrowers and each Additional Commitment Lender shall have delivered such other instruments, documents and agreements as the Administrative Agent may reasonably have requested; and (vii) no Default exists. The Borrowers shall prepay any Loans outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 2.19(b)) to the extent necessary to keep the outstanding Loans ratable with any revised Commitment Percentages arising from any nonratable increase in the Commitments under this Section 2.29.

(f) This Section shall supersede any provisions in Sections 2.25 or 9.2 to the contrary.

3. REPRESENTATIONS AND WARRANTIES Each Borrower, for itself and on behalf of each other member of the Borrower Affiliated Group, represents and warrants to the Agents and the Lenders that:

3.1 Organization; Powers. Each member of the Borrower Affiliated Group is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and each such Person has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

3.2 Authorization; Enforceability. The transactions contemplated hereby and by the other Loan Documents to be entered into by each Borrower and Facility Guarantor are within such Borrower's and Facility Guarantor's corporate powers and have been duly authorized by all necessary corporate, and, if required, stockholder action. This Agreement has been duly executed and delivered by each Borrower and constitutes, and each other Loan Document to which any Borrower or Facility Guarantor is a party, when executed and delivered by such Borrower or Facility Guarantor will constitute, a legal, valid and binding obligation of such Borrower or Facility Guarantor (as the case may be), enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

3.3 Governmental Approvals; No Conflicts. The transactions to be entered into contemplated by the Loan Documents (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) for such as have been obtained or made and are in full force and effect, (ii) for those which could not be reasonably be expected to have a Material Adverse Effect, and (iii) for filings and recordings necessary to perfect Liens created under the Loan Documents, (b) will not violate any Applicable Law or regulation or the charter, by-laws or other organizational documents of any Borrower or any other member of the Borrower Affiliated Group or any order of any Governmental Authority, except for such violation which could not reasonably be expected to have a Material Adverse Effect, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Borrower or any other member of the Borrower Affiliated Group or their respective assets, except for such violation or default which could not reasonably be expected to have a Material Adverse Effect, or give rise to a right thereunder to require any material payment to be made by any Borrower or any other member of the Borrower Affiliated Group, and (d) will not result in the creation or imposition of any Lien on any material asset of any Borrower or any other member of the Borrower Affiliated Group, except Liens created under the Loan Documents or otherwise permitted hereby or thereby.

3.4 Financial Condition. The Lead Borrower has heretofore furnished to the Lenders the audited consolidated balance sheet, and statements of income, stockholders' equity, and cash flows for Borrower Affiliated Group as of and for the fiscal year ending January 30, 2010 and the unaudited consolidated balance sheet and statements of income, stockholders' equity, and cash flows for Borrower Affiliated Group for the fiscal quarters ending October 30, 2010. Such financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Borrower Affiliated Group, in each case, as of such dates and for such periods in accordance with GAAP.

3.5 Properties.

(a) Each member of the Borrower Affiliated Group has good title to, or valid leasehold interests in, all of such Person's real and personal property material to its business, except for defects which could not reasonably be expected to have a Material Adverse Effect.

(b) Schedule 3.5(b)(i) sets forth the address (including county) of all Real Estate that is owned by each member of the Borrower Affiliated Group as of the Effective Date, together with a list of the holders of any mortgage or other Lien thereon. Schedule 3.5(b)(ii) sets forth the address of all Real Estate that is leased by each member of the Borrower Affiliated Group as of the Effective Date. Each of such leases is in full force and effect and no Borrower or Facility Guarantor is in default of the terms thereof, except for such defaults which would not reasonably be expected to have a Material Adverse Effect.

3.6 Litigation and Environmental Matters.

(a) There are no actions, suits, investigations, or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any member of the Borrower Affiliated Group, threatened against or affecting any such Person (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than those set forth on Schedule 3.6) or (ii) that involve any of the Loan Documents.

(b) Except for the matters set forth on Schedule 3.6, and except as could not reasonably be expected to have a Material Adverse Effect, no member of the Borrower Affiliated Group (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(c) Since the Effective Date, there has been no change in the status of the matters set forth on Schedule 3.6 that, individually or in the aggregate, has resulted in, or could reasonably be expected to result in, a Material Adverse Effect.

3.7 Compliance with Laws and Agreements. Each member of the Borrower Affiliated Group is in compliance with all laws, regulations and orders of any Governmental Authority applicable to such Person or its property and all indentures, material agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

3.8 Investment and Holding Company Status. No member of the Borrower Affiliated Group is (a) an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) a “holding company” as defined in, or subject to regulation under, the Public Utility Holding Company Act of 2005.

3.9 Taxes. Each member of the Borrower Affiliated Group has timely filed or caused to be filed all tax returns and reports required to have been filed and has paid or caused to be paid all taxes required to have been paid by it, except (a) taxes that are being contested in good faith by appropriate proceedings, for which such Person has set aside on its books adequate reserves, and as to which no Lien has arisen, or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

3.10 ERISA. Except as set forth in Schedule 3.10, no member of the Borrower Affiliated Group is party to a Plan. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) does not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) does not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Plans.

3.11 Interdependence of Borrower Affiliated Group.

(a) The business of each member of the Borrower Affiliated Group shall benefit from the successful performance of the business of each other member of the Borrower Affiliated Group, and the Borrower Affiliated Group as a whole.

(b) Each member of the Borrower Affiliated Group has cooperated to the extent necessary and shall continue to cooperate with each other member of the Borrower Affiliated Group to the extent necessary in the development and conduct of each other member of the Borrower Affiliated Group's business, and shall to the extent necessary share and participate in the formulation of methods of operation, distribution, leasing, inventory control, and other similar business matters essential to each member of the Borrower Affiliated Group's business.

(c) The failure of any member of the Borrower Affiliated Group to cooperate with all other members of the Borrower Affiliated Group in the conduct of their respective businesses shall have an adverse impact on the business of each other member of the Borrower Affiliated Group, and the failure of any member of the Borrower Affiliated Group to associate or cooperate with all other members of the Borrower Affiliated Group is reasonably likely to impair the goodwill of such other members of Borrower Affiliated Group and the Borrower Affiliated Group as a whole.

(d) Each Borrower and Facility Guarantor is accepting joint and several liability for the Obligations on the terms and conditions set forth in Section 9.14 hereof and represents and warrants that the financial accommodations being provided hereby are for the mutual benefit, directly and indirectly, of each Borrower and Facility Guarantor.

3.12 Disclosure. The Borrowers have disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which any member of the Borrower Affiliated Group is subject, and all other matters known to any such Person, that, individually or in the aggregate, in each case, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any member of the Borrower Affiliated Group to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3.13 Subsidiaries. On and as of the Effective Date, the authorized capital stock or other equity, and the number of issued and outstanding shares of capital stock or other equity, of the Borrowers and each other member of the Borrower Affiliated Group is as described in Schedule 3.13. All such outstanding shares of capital stock or other equity of the Borrowers and each other member of the Borrower Affiliated Group have been duly and validly issued, in compliance with all legal requirements relating to the authorization and issuance of shares of capital stock or other equity, and are fully paid and non-assessable. There is no other capital stock or ownership interest of any class outstanding. Except as set forth on Schedule 3.13, no member of the Borrower Affiliated Group is party to any joint venture, general or limited partnership, or limited liability company, agreements or any other business ventures or entities.

3.14 Insurance. Schedule 3.14 sets forth a description of all insurance maintained by or on behalf of the Borrower Affiliated Group as of the Effective Date. Each of such policies is in full force and effect. As of the Effective Date, all premiums in respect of such insurance that are due and payable have been paid.

3.15 Labor Matters. There are no strikes, lockouts or slowdowns against any member of the Borrower Affiliated Group pending or, to the knowledge of the Borrowers, threatened. The hours worked by and payments made to employees of the members of the Borrower Affiliated Group have not been in violation of the Fair Labor Standards Act or any other applicable federal, state, local or foreign law dealing with such matters to the extent that any such violation could reasonably be expected to have a Material Adverse Effect. All payments due from any member of the Borrower Affiliated Group, or for which any claim may be made against any such Person, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such member. The consummation of the transactions contemplated by the Loan Documents will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any member of the Borrower Affiliated Group is bound.

3.16 Certain Transactions. Except as set forth on Schedule 3.16, none of the officers, partners, or directors of any member of the Borrower Affiliated Group is presently a party to any transaction, and, to the knowledge of the executive officers of the Borrowers, none of the employees of any member of the Borrower Affiliated Group is presently a party to any material transaction, with any other member of the Borrower Affiliated Group or any Affiliate (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, partner, director or such employee or, to the knowledge of the executive officers of the Borrowers, any corporation, partnership, trust or other entity in which any officer, partner, director, or any such employee or natural person related to such officer, partner, director or employee or other Person in which such officer, partner, director or employee has a direct or indirect beneficial interest, has a substantial direct or indirect beneficial interest or is an officer, director, trustee or partner.

3.17 Restrictions on the Borrower Affiliated Group. No member of the Borrower Affiliated Group is a party to or bound by any contract, agreement or instrument, or subject to any charter or other corporate restriction, that has or could reasonably be expected to have a Material Adverse Effect.

3.18 Security Documents. The Security Documents create in favor of the Collateral Agent, for the ratable benefit of the Credit Parties, a legal, valid and enforceable security interest or mortgage Lien, as applicable, in the Collateral, and the Security Documents constitute, or will upon the filing of financing statements and the obtaining of “control”, in each case with respect to the relevant Collateral as required under the applicable Uniform Commercial Code, the creation of a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Borrowers and each Facility Guarantor thereunder in such Collateral, in each case prior and superior in right to any other Person (other than Permitted Encumbrances having priority under Applicable Law), except as permitted hereunder or under any other Loan Document.

3.19 Federal Reserve Regulations.

(a) No member of the Borrower Affiliated Group is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(b) No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to buy or carry Margin Stock or to extend credit to others for the purpose of buying or carrying Margin Stock or to refund indebtedness originally incurred for such purpose or (ii) for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation U or X.

3.20 Solvency. The Borrower Affiliated Group, taken as a whole, is Solvent. No transfer of property is being made by any Borrower and no obligation is being incurred by any Borrower in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of any Borrower.

3.21 Intellectual Property, Licenses and Permits. Except as otherwise set forth on Schedule 3.21 hereto, each member of the Borrower Affiliated Group owns, or is licensed to use, all Intellectual Property, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business as substantially now conducted without known conflict with any rights of any other Person and, in each case, free of any Lien that is not a Permitted Encumbrance.

4. CONDITIONS.

4.1 Effective Date. The effectiveness of this Agreement is subject to the following conditions precedent:

(a) The Agents (or their counsel) shall have received from each party hereto either (i) a counterpart of this Agreement and all other Loan Documents (including, without limitation, the Security Documents) signed on behalf of such party or (ii) written evidence satisfactory to the Agents (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and all other Loan Documents.

(b) The Agents shall have received a favorable written opinion (addressed to each Agent and the Lenders on the Effective Date and dated the Effective Date) of Bryan Cave LLP, counsel for the Borrowers, substantially in the form of Exhibit C, covering such matters relating to the Borrowers, the Loan Documents or the transactions contemplated thereby as the Required Lenders shall reasonably request. The Borrowers hereby request such counsel to deliver such opinion.

(c) The Agents shall have received such documents and certificates as the Agents or their counsel may reasonably request relating to the organization, existence and good standing of each member of the Borrower Affiliated Group, the authorization of the transactions contemplated by the Loan Documents and any other legal matters relating to the Borrower Affiliated Group, the Loan Documents or the transactions contemplated thereby, all in form and substance reasonably satisfactory to the Agents and their counsel.

(d) The Agents shall have received a Borrowing Base Certificate dated the Effective Date, relating to the month ended on November 27, 2010, and executed by a Financial Officer of the Lead Borrower.

(e) The Agents shall have received a certificate from the chief financial officer of the Lead Borrower, together with such other evidence reasonably requested by the Agents, in each case reasonably satisfactory in form and substance to the Agents, (i) with respect to the solvency of the Borrower Affiliated Group on a consolidated basis, as of the Effective Date, and (ii) certifying that, as of the Effective Date, the representations and warranties made by the Borrowers in the Loan Documents are true and complete in all material respects and that no event has occurred (or failed to occur) which is or which, solely with the giving of notice or passage of time (or both) would be a Default or an Event of Default.

(f) All necessary consents and approvals to the transactions contemplated hereby shall have been obtained and shall be reasonably satisfactory to the Agents, including, without limitation, consents from all requisite material Governmental Authorities and except as would not reasonably be expected to have or result in a Material Adverse Effect.

(g) No event shall have occurred that could reasonably be expected to have a Material Adverse Effect.

(h) The Administrative Agent shall have received and be satisfied with updated projections prepared on an annual basis (including a projected consolidated balance sheet and related statements of projected operations and cash flow) for the period commencing on the Effective Date and ending with the fiscal year in which the Maturity Date occurs.

(i) Except as set forth on Schedule 3.6, there shall not be pending any litigation or other proceeding, the result of which could reasonably be expected to have a Material Adverse Effect on the Borrower Affiliated Group, taken as a whole.

(j) After giving effect to the consummation of the transactions contemplated on the Effective Date, no Default or Event of Default shall then exist.

(k) The Collateral Agent shall have received results of searches from such jurisdictions as may be reasonably required by the Collateral Agent or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the Collateral, including, without limitation, receivables from credit card processors, except for Permitted Encumbrances.

(l) The Collateral Agent shall have received all documents and instruments, including Uniform Commercial Code financing statements, required by law or reasonably requested by the Collateral Agent to be filed, registered or recorded to create or perfect the first priority Liens intended to be created under the Loan Documents and all such documents and instruments shall have been so filed, registered or recorded to the satisfaction of the Collateral Agent.

(m) The Collateral Agent shall have received the Blocked Account Agreements required to be delivered hereunder on or before the Effective Date.

(n) The Agents shall have received the results of a commercial financial examination and inventory appraisal, which results shall be satisfactory to the Agents in their Permitted Discretion.

(o) All fees due at or immediately after the Effective Date and all reasonable costs and expenses incurred by the Agents in connection with this Agreement and the other Loan Documents (including the reasonable fees and expenses of counsel to the Agents) shall have been paid in full.

(p) The consummation of the transactions contemplated hereby shall not (a) violate any Applicable Law, or (b) conflict with, or result in a default or event of default under, any material agreement of Borrowers or any other member of the Borrower Affiliated Group, taken as a whole (and the Agents and the Lenders shall receive a satisfactory opinion of Borrowers' counsel to that effect). No event shall exist which is, or solely with the passage of time, the giving of notice or both, would be a default under any material agreement of any member of the Borrower Affiliated Group.

(q) No material changes in governmental regulations or policies affecting the Borrowers, the Agents, or any Lender involved in this transaction shall have occurred prior to the Effective Date which could, individually or in the aggregate, materially adversely effect the transaction contemplated by this Agreement.

(r) After giving effect to the consummation of the transactions contemplated on the Effective Date, Excess Availability shall be not less than \$175,000,000.

(s) The Collateral Agent shall have received, and be satisfied with, evidence of the Borrowers' insurance, together with such endorsements as are required by the Loan Documents.

(t) Any other information (financial or otherwise) reasonably requested by the Agents shall have been received by, and shall be in form and substance reasonably acceptable to, the Agents, and the Agents shall have completed all due diligence to the satisfaction of the Agents.

(u) There shall have been delivered to the Administrative Agent such additional instruments and documents as the Agents or counsel to the Agents reasonably may require or request.

The Administrative Agent shall notify the Lead Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

4.2 Conditions Precedent to Each Loan and Each Letter of Credit. In addition to those conditions described in Section 4.1, the obligation of the Lenders to make each Loan and of the Issuing Bank to issue, renew or extend each Letter of Credit, is subject to the following conditions precedent:

(a) Notice. The Administrative Agent shall have received a notice with respect to such Borrowing or issuance, as the case may be, as required by Section 2.3.

(b) Representations and Warranties. All representations and warranties contained in this Agreement and the other Loan Documents or otherwise made in writing in connection herewith or therewith shall be true and correct in all material respects on and as of the date of each Borrowing or the issuance of each Letter of Credit hereunder with the same effect as if made on and as of such date, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (ii) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects and (iii) for purposes of this Section 4.2, the representations and warranties contained in Section 3.4 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a), (b) or (c), as applicable, of Section 5.1.

(c) No Default. On the date of each Borrowing hereunder and the issuance of each Letter of Credit, the Borrowers shall be in compliance with all of the terms and provisions set forth herein and in the other Loan Documents to be observed or performed and no Default or Event of Default shall have occurred and be continuing.

(d) Borrowing Base Certificate. The Administrative Agent shall have received the most recently required Borrowing Base Certificate, with each such Borrowing Base Certificate including schedules as required by the Administrative Agent.

The request by the Borrowers for, and the acceptance by the Borrowers of, each extension of credit hereunder shall be deemed to be a representation and warranty by the Borrowers that the conditions specified in this Section 4.2 have been satisfied at that time and that after giving effect to such extension of credit the Borrowers shall continue to be in compliance with the Borrowing Base. The conditions set forth in this Section 4.2 are for the sole benefit of the Administrative Agent and each Lender and may be waived by the Administrative Agent in whole or in part without prejudice to the Administrative Agent or any Lender.

5. AFFIRMATIVE COVENANTS. Until the Commitments have expired or been terminated, all Loans and other Obligations hereunder have been paid or satisfied in full in cash (other than contingent indemnification claims for which a claim has not been asserted), and all Letters of Credit shall have expired or terminated and all L/C Disbursements have been reimbursed, each Borrower covenants and agrees with the Agents and the Lenders that:

5.1 Financial Statements and Other Information. The Borrowers will furnish to the Agents:

(a) within ninety (90) days after the end of each fiscal year of the Borrower Affiliated Group, a consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all audited and reported on by BDO Seidman or another independent public accountant of recognized national standing (without a "going concern" or like qualification or exception and without a qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower Affiliated Group on a consolidated basis in accordance with GAAP consistently applied;

(b) within forty-five (45) days after the end of each fiscal quarter of the Borrower Affiliated Group, a consolidated balance sheet and related statements of operations, stockholders' equity and cash flows, as of the end of and for such fiscal quarter and the elapsed portion of the fiscal year, with comparative results to the same fiscal periods of the prior fiscal year, all certified by a Financial Officer of the Lead Borrower as presenting in all material respects the financial condition and results of operations of the Borrower Affiliated Group on a consolidated basis in accordance with GAAP consistently applied, subject to normal year end audit adjustments and the absence of footnotes;

(c) if at any time (i) Excess Availability is less than forty (40%) percent of the Loan Cap or (ii) an Event of Default has occurred and is continuing, within thirty (30) days after the end of each of the fiscal months of each fiscal year of the Borrower Affiliated Group, a consolidated balance sheet and related statements of operations, stockholders' equity and cash flows, as of the end of and for such fiscal month and the elapsed portion of the fiscal year, with comparative results to the same fiscal periods of the prior fiscal year, all certified by a Financial Officer of the Lead Borrower as presenting in all material respects the financial condition and results of operations of the Borrower Affiliated Group on a consolidated basis in accordance with GAAP consistently applied, subject to normal year end audit adjustments and the absence of footnotes;

(d) concurrently with any delivery of financial statements under clause (a), (b) or (c) above, a certificate of a Financial Officer of the Lead Borrower in the form of Exhibit E hereto (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations with respect to the Fixed Charge Coverage Ratio for such period (whether or not such ratio is required to be tested pursuant to Section 6.11 hereof), and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the Borrowers' audited financial statements referred to in Section 3.4 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(e) within thirty (30) days after the commencement of each fiscal year of the Borrower Affiliated Group, a detailed consolidated budget by quarter (provided that, such budget shall be by month at all times after a Cash Dominion Event has occurred and is continuing or at any time when an Accelerated Borrowing Base Delivery Event is continuing) for such fiscal year (including a projected consolidated balance sheet, related statements of projected operations and cash flow), and an Excess Availability model by month, as of the end of and for such fiscal year);

(f) within ten (10) days after the end of each fiscal month, a certificate in the form of Exhibit D (a "Borrowing Base Certificate") showing the Borrowing Base as of the close of business on the last day of the immediately preceding month, each such Certificate to be certified as complete and correct on behalf of the Borrower Affiliated Group by a Financial Officer of the Lead Borrower, *provided, however*, if and so long as an Accelerated Borrowing Base Delivery Event is continuing, such Borrowing Base Certificate (showing the Borrowing Base as of the close of business on the last day of the immediately preceding week) shall be delivered weekly on Wednesday of each week;

(g) within thirty (30) days after the commencement of each fiscal year, projected sales and inventory levels and cash flow for the Borrowers' stores for each month of the following fiscal year;

(h) the financial and collateral reports described on Schedule 5.1(h) hereto, at the times set forth in such Schedule;

(i) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Lead Borrower or any other member of the Borrower Affiliated Group with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, as the case may be; provided that the Borrowers shall not be required to deliver copies of any of the foregoing items to the extent that the Borrowers have notified the Agents that such items are available to the Agents on EDGAR or the Lead Borrower's website, and such items are so available;

(j) Fifteen (15) days' after the consummation of a Permitted Acquisition, (A) copies of purchase and sale agreements or other acquisition documents to be executed in connection with the Permitted Acquisition, and (B) with respect to any Permitted Acquisition for aggregate consideration of equal to or greater than \$35,000,000, (i) copies of the most recent audited, and if later, unaudited financial statements of the Person which is the subject of the Permitted Acquisition, and (ii) an unaudited pro forma Consolidated balance sheet and income statement of the Borrower Affiliated Group as of the end of the most recently completed fiscal quarter but prepared as though the Permitted Acquisition had occurred on such date and related pro forma calculations of average Excess Availability for the subsequent four fiscal quarters period;

(k) notice of any (i) sale or other disposition of assets of any Borrower permitted under Section 6.5(e) hereof promptly following the date of consummation such sale or disposition or (ii) incurrence of any Indebtedness permitted under Section 6.1(e) promptly following the incurrence of such Indebtedness;

(l) promptly upon receipt thereof, copies of all reports submitted to the Lead Borrower or any other member of the Borrower Affiliated Group by independent certified public accountants in connection with each annual, interim or special audit of the books of the Borrower Affiliated Group made by such accountants, including any management letter commenting on the Borrowers' internal controls submitted by such accountants to management in connection with their annual audit; and

(m) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Lead Borrower or any other member of the Borrower Affiliated Group, or compliance with the terms of any Loan Document, as the Agents or any Lender may reasonably request.

5.2 Notices of Material Events. The Borrowers will, and will cause each other member of the Borrower Affiliated Group to furnish to the Administrative Agent, the Issuing Bank, and the Collateral Agent prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any member of the Borrower Affiliated Group that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

- (c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;
- (d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect;
- (e) any change in any Borrower's chief executive officer or chief financial officer;
- (f) any collective bargaining agreement or other labor contract to which any member of the Borrower Affiliated Group becomes a party, or the application for the certification of a collective bargaining agent;
- (g) the filing of any Lien for unpaid taxes in an aggregate amount in excess of \$2,500,000 against any member of the Borrower Affiliated Group; and
- (h) the discharge by any Borrower of its present independent accountants or any withdrawal or resignation by such independent accountants.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Lead Borrower setting forth the details of the event or development requiring such notice and, if applicable, any action taken or proposed to be taken with respect thereto.

5.3 Information Regarding Collateral. The Lead Borrower will furnish to the Agents thirty (30) days' prior written notice of any change (i) in any member of the Borrower Affiliated Group's corporate or legal name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of any member of the Borrower Affiliated Group's chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in any member of the Borrower Affiliated Group's organizational structure or (iv) in any member of the Borrower Affiliated Group's jurisdiction of incorporation or formation, Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization.

5.4 Existence; Conduct of Business. Each Borrower will, and will cause each other member of the Borrower Affiliated Group to, do or cause to be done all things necessary to comply with its respective charter, certificate of incorporation, articles of organization, and/or other organizational documents, as applicable; and by-laws and/or other instruments which deal with corporate governance, and to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business, provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.3 or any sale, lease, transfer or other disposition permitted by Section 6.5.

5.5 Payment of Obligations. Each Borrower will, and will cause each other member of the Borrower Affiliated Group to, pay its Indebtedness and other obligations, including tax liabilities, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Borrower or such other member of the Borrower Affiliated Group has set aside on its books adequate reserves with respect thereto in accordance with GAAP, (c) such contest effectively suspends collection of the contested obligation, (d) no Lien secures such obligation and (e) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. Nothing contained herein shall be deemed to limit the rights of the Administrative Agent under Section 2.2(b).

5.6 Maintenance of Properties. Each Borrower will, and will cause each other member of the Borrower Affiliated Group to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted and with the exception of asset dispositions permitted hereunder.

5.7 Insurance.

(a) Each Borrower will, and will cause each other member of the Borrower Affiliated Group to, (i) maintain insurance with financially sound and reputable insurers reasonably acceptable to the Administrative Agent (or, to the extent consistent with prudent business practice, a program of self-insurance consistent with current practices) on such of its property and in at least such amounts and against at least such risks as is customary with companies in the same or similar businesses operating in the same or similar locations, including public liability insurance against claims for personal injury or death occurring upon, in or about or in connection with the use of any properties owned, occupied or controlled by it (including the insurance required pursuant to the Security Documents); (ii) maintain such other insurance as may be required by law; and (iii) furnish to the Administrative Agent, upon written request, full information as to the insurance carried. The Administrative Agent shall not, by the fact of approving, disapproving, accepting, obtaining or failing to obtain any such insurance, incur liability for the form or legal sufficiency of insurance contracts, solvency of insurance companies or payment of lawsuits, and each Borrower and each other member of the Borrower Affiliated Group hereby expressly assumes full responsibility therefor and liability, if any, thereunder. The Borrowers shall, and shall cause each other member of the Borrower Affiliated Group to, furnish to the Administrative Agent certificates or other evidence satisfactory to the Administrative Agent of compliance with the foregoing insurance provisions.

(b) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a lenders' loss payable clause, in form and substance reasonably satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Borrowers under the policies directly to the Collateral Agent, (ii) a provision to the effect that none of the Borrowers, the Administrative Agent, the Collateral Agent, or any other party shall be a coinsurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Lenders. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (i) a provision that, from and after the Effective Date, the insurer shall pay all proceeds in excess of \$5,000,000 otherwise payable to the Borrowers under the policies directly to the Administrative Agent or the Collateral Agent, provided, however, that the Agents, at their option, may waive such requirement to delivery any such proceeds prior to the occurrence of a Cash Dominion Event, and the Agents hereby agree that prior to the occurrence of a Cash Dominion Event, the Agents shall remit any such proceeds received by Agents under the policies to Borrowers, provided further that after the occurrence of a Cash Dominion Event, the Agents shall apply any proceeds received in accordance with Section 2.22 or 7.3 hereof, as applicable, (ii) a provision to the effect that none of the Borrowers, the Administrative Agent, the Collateral Agent or any other party shall be a co-insurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Lenders. Each such policy referred to in this paragraph also shall provide that it shall not be canceled, modified or not renewed except upon not less than 30 days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums). The Borrowers shall deliver to the Collateral Agent, prior to the cancellation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

5.8 Casualty and Condemnation. Each Borrower will furnish to the Agents and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or any part thereof or interest therein under power of eminent domain or by condemnation or similar proceeding.

5.9 Books and Records; Inspection and Audit Rights.

(a) Each Borrower will, and will cause each other member of the Borrower Affiliated Group to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. Each Borrower will permit any representatives designated by any Agent, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

(b) Each Borrower will, and will cause each other member of the Borrower Affiliated Group to, from time to time upon the reasonable request and reasonable prior notice of the Collateral Agent or the Required Lenders through the Administrative Agent, permit any Agent or professionals (including consultants, accountants, lawyers and appraisers) retained by the Agents to conduct appraisals, commercial finance examinations and other evaluations, including, without limitation, of (i) the Borrowers' practices in the computation of the Borrowing Base and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves, and pay the reasonable fees and expenses of the Agents or such professionals with respect to such evaluations and appraisals, provided that prior to the occurrence and continuation of an Event of Default, the Borrowers shall only be required to pay the fees and expenses for (i) one commercial finance examination and one appraisal during each twelve month period following the Effective Date so long as the conditions set forth in clauses (ii) or (iii) below do not apply, (ii) two commercial finance examinations and two appraisals during each twelve month period following the Effective Date if Excess Availability is at any time less than fifty percent (50%) of the Loan Cap, and (iii) three commercial finance examinations and three appraisals during each twelve month period following the Effective Date if Excess Availability is at any time less than fifteen percent (15%) of the Loan Cap. Notwithstanding the foregoing limitations on the Borrowers' obligation to pay the expenses for appraisals and commercial finance examinations prior to the occurrence of an Event of Default, the Administrative Agent may, (i) undertake such additional appraisals and commercial finance examinations prior to the occurrence of an Event of Default as it, in its Permitted Discretion, deems necessary, at the expense of the Lenders, and (ii) if an Event of Default shall have occurred and be continuing, undertake such additional appraisals and commercial finance examinations at the Borrowers' expense as it deems appropriate.

(c) The Borrowers shall, at all times, retain BDO Seidman, LLP or other independent certified public accountants who are reasonably satisfactory to the Administrative Agent and instruct such accountants to cooperate with, and be available to, the Administrative Agent or its representatives to discuss the Borrowers' financial performance, financial condition, operating results, controls, and such other matters, within the scope of the retention of such accountants, as may be raised by the Administrative Agent.

5.10 Fiscal Year. Each of the Borrowers and each other member of the Borrower Affiliated Group shall have a fiscal year ending on the Saturday closest to January 31 of each year and shall notify the Administrative Agent of any change in such fiscal year.

5.11 Physical Inventories.

(a) The Collateral Agent, at the expense of the Borrowers, may participate in and/or observe each physical count and/or inventory of so much of the Collateral as consists of Inventory which is undertaken on behalf of the Borrowers so long as such participation does not disrupt the normal inventory schedule or process, provided that such participation shall be limited to once in any twelve month period after the Effective Date (unless a Cash Dominion Event shall have occurred and be continuing).

(b) The Borrowers, at their own expense, shall cause not less than one physical inventory of the Borrowers' inventory to be undertaken in each twelve (12) month period during which this Agreement is in effect, conducted by the Borrowers and using practices consistent with practices in effect on the date hereof.

(c) At the Administrative Agent's request, the Borrowers, within forty-five (45) days following the completion of such inventory, shall provide the Collateral Agent with a reconciliation of the results of each such inventory (as well as of any other physical inventory undertaken by the Borrowers) and shall post such results to the Borrowers' stock ledger and general ledger, as applicable.

(d) If and so long as there are any Loans outstanding, the Collateral Agent, in its discretion, if any Event of Default exists, may cause such additional inventories to be taken as the Collateral Agent determines (each, at the expense of the Borrowers). The Collateral Agent shall use its best efforts to schedule any such inventories so as to not unreasonably disrupt the operation of the Borrowers' business.

5.12 Compliance with Laws. Each Borrower will, and will cause each other member of the Borrower Affiliated Group to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

5.13 Use of Proceeds and Letters of Credit. The proceeds of Loans made hereunder and Letters of Credit issued hereunder will be used only (a) for Restricted Payments permitted hereunder, Permitted Acquisitions and Permitted Foreign Acquisitions, (b) to finance the acquisition of working capital assets of the Borrowers, including the purchase of inventory and equipment, in each case in the ordinary course of business, (c) to finance Capital Expenditures of the Borrowers, and (d) for general corporate purposes, all to the extent permitted herein. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X or to make payments of principal or fees on the Senior Notes, except as provided in Section 6.1(b) hereof.

5.14 Additional Subsidiaries.

(a) If any additional Domestic Subsidiary of any Borrower is formed or acquired after the Closing Date, the Lead Borrower will promptly notify the Agents and the Lenders thereof and (i) if a wholly owned Domestic Subsidiary, the Borrowers will cause each such Domestic Subsidiary, to become a Borrower or Facility Guarantor hereunder, as the Administrative Agent or the Lead Borrower may request, and under each applicable Security Document in the manner provided therein within thirty (30) days after such Domestic Subsidiary is formed or acquired and promptly take such actions to create and perfect Liens on such Domestic Subsidiary's assets to secure the Obligations as any Agent shall reasonably request and (ii) any shares of capital stock owned, and if any Indebtedness of such Domestic Subsidiary (whether or not wholly owned) are owned, by or on behalf of any Borrower, the Borrowers will cause such shares and promissory notes evidencing such Indebtedness to be pledged within thirty (30) Days after such Domestic Subsidiary is formed or acquired.

(b) If any additional Material Foreign Subsidiary of any Borrower is formed or acquired after the Closing Date or if a Foreign Subsidiary becomes a Material Foreign Subsidiary, the Lead Borrower will notify the Agents and the Lenders thereof and the Borrowers shall cause 65% of the outstanding shares of Voting Stock of such Material Foreign Subsidiary (or such lesser percentage as is owned by any such Borrower) to be pledged within sixty (60) days after such Material Foreign Subsidiary is formed or acquired or such Subsidiary becomes a Material Foreign Subsidiary.

5.15 Further Assurances. Each member of the Borrower Affiliated Group will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any Applicable Law, or which any Agent or the Required Lenders may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the expense of the Borrowers. The Borrowers also agree to provide to the Agents, from time to time upon request, evidence reasonably satisfactory to the Agents as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

6. NEGATIVE COVENANTS. Until the Commitments have expired or been terminated, all Loans and other Obligations hereunder have been paid or satisfied in full in cash (other than contingent indemnification claims for which a claim has not been asserted), and all Letters of Credit shall have expired or terminated and all L/C Disbursements have been reimbursed, each Borrower covenants and agrees with the Agents and the Lenders that:

6.1 Indebtedness and Other Obligations. The Borrowers will not, and will not permit any other member of the Borrower Affiliated Group to, create, incur, assume or permit to exist any Indebtedness, except:

- (a) Indebtedness created under the Loan Documents;
- (b) Indebtedness created under the Senior Note Documents, provided that, the principal of the Senior Notes shall not be repaid or prepaid (i) unless the Payment Conditions are satisfied; or (ii) except from the proceeds of a Permitted Refinancing;
- (c) Indebtedness set forth in Schedule 6.1 and any Permitted Refinancing thereof;

(d) Indebtedness of any Borrower or Subsidiary to any other Borrower or Subsidiary, provided, however, that (i) the aggregate amount of Indebtedness due to the Borrowers by Domestic Subsidiaries which are not wholly-owned and which are not Borrowers or Facility Guarantors hereunder, when combined with the amount of Investments set forth in Section 6.4(e)(i), shall not exceed \$25,000,000 for any Subsidiary and \$100,000,000 in the aggregate unless the Payment Conditions are met, and (ii) the aggregate amount of Indebtedness due to any Borrower by Foreign Subsidiaries, when combined with the amount of Investments in Foreign Subsidiaries set forth in Section 6.4(e)(ii), shall not exceed the limits set forth in Section 6.4(e)(ii) unless the Payment Conditions are met, and further provided in each case that (A) no Default or Event of Default has occurred and is continuing or would result from the incurrence of such Indebtedness, and (B) immediately after giving effect to the incurrence of such Indebtedness and on a pro forma and projected basis for a period of ninety (90) days thereafter, Excess Availability shall be not less than \$80,000,000;

(e) Indebtedness of the Borrower Affiliated Group to finance the acquisition of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof or result in an earlier maturity date or decreased weighted average life thereof, provided that the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed \$50,000,000 at any time outstanding;

(f) Indebtedness incurred to finance any Real Estate owned by any Borrower or incurred in connection with any sale-leaseback transaction;

(g) Indebtedness under Hedging Agreements, other than for speculative purposes, entered into in the ordinary course of business;

(h) Contingent liabilities under surety bonds or similar instruments incurred in the ordinary course of business in connection with the construction or improvement of stores;

(i) (x) Indebtedness of any Foreign Subsidiary to any other Foreign Subsidiary and (y) Indebtedness of any Domestic Subsidiary which is not a Borrower or Facility Guarantor to other Domestic Subsidiaries which are not Borrowers or Facility Guarantors;

(j) Guarantees by any member of the Borrower Affiliated Group of Indebtedness of any other member of the Borrower Affiliated Group, provided that such Indebtedness is otherwise permitted by this Section 6.1;

(k) Indebtedness of any Person that becomes a Subsidiary after the Closing Date, provided that (i) such Indebtedness exists at the time such Person becomes a Subsidiary and is not created in contemplation of or in connection with such Person becoming a Subsidiary and (ii) the aggregate outstanding principal amount of Indebtedness permitted by this subsection (k) shall not exceed \$50,000,000 at any time outstanding;

(l) Indebtedness incurred under a letter of credit facility in an amount not to exceed \$25,000,000;

(m) Indebtedness of any Borrower or Subsidiary to any other Borrower or Subsidiary in connection with the Micromania Acquisition; provided that such Indebtedness does not exceed \$650,000,000 in the aggregate;

(n) Indebtedness under the Line Letter; and

(o) other unsecured Indebtedness in an aggregate principal amount not exceeding \$250,000,000 at any time outstanding; provided that in the event that a member of the Borrower Affiliated Group undertakes a Permitted Acquisition or Permitted Foreign Acquisition, the total consideration paid or payable in connection therewith is greater than \$500,000,000, such Person may incur other unsecured Indebtedness in an aggregate amount not exceeding \$500,000,000 for the payment of the purchase price for all such Permitted Acquisitions or Permitted Foreign Acquisitions, as applicable, provided further that no Default or Event of Default has occurred and is continuing or would result from the incurrence of such Indebtedness.

6.2 Liens. The Borrowers will not, and will not permit any other member of the Borrower Affiliated Group to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Liens created under the Loan Documents;

(b) Permitted Encumbrances;

(c) any Lien on any property or asset of any Borrower or other member of the Borrower Affiliated Group set forth in Schedule 6.2, provided that (i) such Lien shall not apply to any other property or asset of such Person and (ii) such Lien shall secure only those obligations that it secures as of the Effective Date, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d) Liens on fixed or capital assets acquired by any Borrower or other member of the Borrower Affiliated Group, provided that (i) such Liens secure Indebtedness permitted by Section 6.1(e), (ii) such Liens and the Indebtedness secured thereby are incurred on or prior to or within 60 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed 100% of the cost of acquiring such fixed or capital assets (iv) such Liens shall not apply to any other property or assets of the Borrowers or other member of the Borrower Affiliated Group, and (v) at the Collateral Agent's option with respect to Liens which arise after the Closing Date, the Collateral Agent shall have entered into an intercreditor agreement with the holder of such Lien on terms reasonably satisfactory to the Collateral Agent;

(e) Liens to secure Indebtedness permitted by Section 6.1(f) provided that such Liens shall not apply to any property or assets of the Borrowers other than the Real Estate so financed or which is the subject of a sale-leaseback transaction;

(f) Liens on cash collateral to secure Indebtedness permitted by Section 6.1(l); and

(g) Security interests existing on any property or assets (other than Inventory, Accounts, and the Proceeds thereof) prior to the acquisition thereof by any member of the Borrower Affiliated Group or existing on any property or assets (other than Inventory, Accounts, and the Proceeds thereof) of any Person that becomes a Subsidiary after the Effective Date prior to the time such Person becomes a Subsidiary, provided that (i) such security interests secure Indebtedness permitted by Section 6.1(k), (ii) such security interests are not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as applicable, (iii) such security interests shall not apply to any other property or assets of the Borrower or any Subsidiary and (iv) such security interests shall secure only the Indebtedness that such security interests secure on the date of such acquisition or the date such Person becomes a Subsidiary, as applicable, and any extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof.

6.3 Fundamental Changes.

(a) The Borrowers shall not, and shall not permit any other member of the Borrower Affiliated Group to, liquidate, merge or consolidate into or with any other Person or enter into or undertake any plan or agreement of liquidation, merger or consolidation with any other Person, provided that (i) a Borrower may merge with another company in connection with a Permitted Acquisition or Permitted Foreign Acquisition if such Borrower is the surviving company, (ii) any wholly-owned Subsidiary of any Borrower may merge or consolidate into or with such Borrower or any other wholly-owned Subsidiary of such Borrower if no Default or Event of Default has occurred and is continuing or would result from such merger and if such Borrower or such Subsidiary is the surviving company, (iii) a Subsidiary of any Borrower may merge into another entity in connection with a Permitted Acquisition or Permitted Foreign Acquisition if, upon consummation of such merger, the surviving entity shall be a direct or indirect wholly-owned Subsidiary of such Borrower and, if the surviving entity is a Domestic Subsidiary, a party to the Security Documents, (iv) any Domestic Subsidiary may merge into any other Domestic Subsidiary, (v) any Foreign Subsidiary may merge into any other Foreign Subsidiary and (vi) any Subsidiary (other than a Borrower) may liquidate or dissolve if the Lead Borrower determines in good faith that such liquidation is in the best interests of the Borrowers and would not have a Material Adverse Effect.

(b) The Borrowers shall not, and shall not permit any other member of the Borrower Affiliated Group to, engage to any material extent in any business other than businesses of the type conducted by the Borrower Affiliated Group on the Effective Date and businesses reasonably related or complementary thereto, except that the Borrowers or any other member of the Borrower Affiliated Group may withdraw from any business activity which such Person's board of directors reasonably deems unprofitable or unsound, provided that promptly after such withdrawal, the Lead Borrower shall provide the Administrative Agent with written notice thereof.

6.4 Investments, Loans, Advances, Guarantees and Acquisitions. The Borrowers shall not, and shall not permit any other member of the Borrower Affiliated Group to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly owned Subsidiary prior to such merger) any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit (each of the foregoing, an "Investment"), except for:

- (a) Permitted Acquisitions and Permitted Foreign Acquisitions;
- (b) Permitted Investments;
- (c) Investments existing on the Effective Date, and set forth on Schedule 6.4, to the extent such investments would not be permitted under any other clause of this Section;
- (d) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(e) Investments by a Borrower in such Borrower's Subsidiaries, provided, however, that (i) the aggregate amount of Investments in Domestic Subsidiaries which are not wholly-owned and which are not Borrowers or Facility Guarantors hereunder, when combined with the amount of Indebtedness set forth in Section 6.1(d)(i), shall not exceed \$25,000,000 for any Subsidiary and \$100,000,000 in the aggregate unless the Payment Conditions are met, and (ii) the aggregate amount of Investments in Foreign Subsidiaries, when combined with the amount of Indebtedness due from Foreign Subsidiaries set forth in Section 6.1(d)(ii), may not at any time exceed (i) \$125,000,000 per annum or (ii) \$500,000,000 in the aggregate from and after the Effective Date unless the Payment Conditions are met, and further provided in each case that (A) no Default or Event of Default has occurred and is continuing or would result from such Investment, and (B) immediately after giving effect to such Investment and on a pro forma basis for a period of ninety (90) days thereafter, Excess Availability shall be not less than \$80,000,000;

(f) Guarantees by a Borrower or Guarantor of Indebtedness and other obligations of another Borrower or Guarantor; and

(g) loans or advances to employees for the purpose of travel, entertainment or relocation in the ordinary course of business and consistent with past practices, not exceeding \$1,000,000 in the aggregate at any time outstanding; provided, that no such advances to any single employee shall exceed \$250,000 in the aggregate.

6.5 Asset Sales. The Borrowers will not, and will not permit any other member of the Borrower Affiliated Group to, sell, transfer, lease or otherwise dispose of any asset, including any capital stock, nor will any Borrower issue any additional shares of its capital stock or other ownership interest in such Borrower, except:

(a) (i) sales of Inventory in the ordinary course of business, or (ii) used or surplus equipment, or (iii) Permitted Investments, in each case in the ordinary course of business;

(b) sales, transfers and dispositions among the Borrower Affiliated Group (excluding, however, any sales, transfers and dispositions of Inventory or proceeds thereof, from any Borrower or any Facility Guarantor except to Borrower or another Facility Guarantor), provided that any such sales, transfers or dispositions involving a Subsidiary that is not a Borrower or a Facility Guarantor shall be made in compliance with Section 6.8;

(c) sales, transfers and dispositions by the Lead Borrower of the capital stock of any member of the Borrower Affiliated Group that does not own Eligible Inventory or the proceeds thereof.

(d) sales or other transfers of assets pursuant to store closures *provided that* in any fiscal year, Borrowers shall not close more than ten percent (10%) of Borrowers' stores open at the beginning of such fiscal year;

(e) sales, transfers, or dispositions of assets, which in the reasonable determination of the Lead Borrower, are duplicative and unnecessary as a result of a Permitted Acquisition or Permitted Foreign Acquisition; *provided that* (x) such assets are no longer necessary for the conduct of the Borrowers' business, and (y) the aggregate consideration for such sales, transfers or dispositions shall not exceed \$75,000,000;

(f) other sales, transfers, or dispositions of assets not in the ordinary course of business and not pursuant to store closures *provided that* (x) no Default or Event of Default then exists or would arise therefrom and (y) the aggregate consideration for such sales, transfers or dispositions shall not exceed \$75,000,000;

(g) sales or issuances by the Lead Borrower of any of its capital stock that does not result in a Change of Control; and

(h) sales or issuances of capital stock to any Borrower;

provided that all sales, transfers, leases and other dispositions of Inventory and the proceeds thereof shall be made for cash consideration, and further provided that that all sales, transfers, leases and other dispositions permitted hereby (other than sales, transfers and other dispositions permitted under clauses (a)(ii), (b) (subject to the proviso therein), (g) and (h)) shall be made at arm's length and for fair value; and further provided that the authority granted hereunder may be terminated in whole or in part by the Agents upon the occurrence and during the continuance of any Event of Default.

6.6 Restrictive Agreements. The Borrowers will not, and will not permit any other member of the Borrower Affiliated Group to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of any member of the Borrower Affiliated Group to create, incur or permit to exist any Lien upon any of its property or assets or (b) the ability of any member of the Borrower Affiliated Group to pay dividends or other distributions with respect to any shares of its capital stock or to make or repay loans or advances to the Borrowers or any other member of the Borrower Affiliated Group or to guarantee Indebtedness of the Borrowers or any other member of the Borrower Affiliated Group, provided that (i) the foregoing shall not apply to restrictions and conditions imposed by Applicable Law or by any Loan Document, (ii) the foregoing restrictions shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iii) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (iv) clause (a) of the foregoing shall not apply to customary provisions in leases restricting the assignment or subleasing thereof.

6.7 Restricted Payments; Certain Payments of Indebtedness.

(a) The Borrowers will not, and will not permit any other member of the Borrower Affiliated Group to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except as long as no Default or Event of Default exists or would arise therefrom, and after giving effect thereto, the Borrowers are Solvent (i) any Borrower may declare and pay dividends with respect to its capital stock payable solely in additional shares of their common stock, (ii) the Subsidiaries of the Lead Borrower may declare and pay cash dividends with respect to their capital stock, and (iii) only if the Payment Conditions are then satisfied, the Lead Borrower may repurchase its capital stock and/or declare and pay cash dividends to its shareholders.

(b) The Borrowers will not at any time, and will not permit any other member of the Borrower Affiliated Group to make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash securities or other property) of or in respect of principal of or interest on any Indebtedness, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness, except:

- (i) only if the Payment Conditions are then satisfied, the Senior Notes in accordance with Section 6.1(b).
- (ii) payment of regularly scheduled interest and principal payments as and when due in respect of any Indebtedness permitted under Section 6.1 (other than in connection with Indebtedness the principal of which is prohibited from payment in accordance with Section 6.1(b)); and
- (iii) Permitted Refinancings of Indebtedness described in clause (ii) above.

6.8 Transactions with Affiliates. The Borrowers will not at any time sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business that are at prices and on terms and conditions not less favorable to the Borrowers than could be obtained on an arm's-length basis from unrelated third parties, and (b) transactions between or among the Borrowers not involving any other Affiliate, which would not otherwise violate the provisions of the Loan Documents.

6.9 Additional Subsidiaries. The Borrowers will not, and will not permit any other member of the Borrower Affiliated Group to, create any additional Subsidiary unless no Default or Event of Default would arise therefrom and the requirements of Section 5.14 are satisfied.

6.10 Amendment of Material Documents. The Borrowers will not, and will not permit any other member of the Borrower Affiliate Group to, amend, modify or waive any of its rights under (a) its certificate of incorporation, by-laws or other organizational documents, or (b) any other instruments, documents or agreements, in each case to the extent that such amendment, modification or waiver would be adverse to the interests of the Lenders.

6.11 Fixed Charge Coverage Ratio. In the event that a Covenant Compliance Event has occurred and is continuing, the Borrowers shall not permit the Fixed Charge Coverage Ratio to be less than 1.1:1.0.

6.12 Environmental Laws. The Borrowers shall not (a) fail to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, or (b) become subject to any Environmental Liability, in each case which is reasonably likely to have a Material Adverse Effect.

6.13 Fiscal Year. The Borrowers shall not change their fiscal year without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld.

7. EVENTS OF DEFAULT.

7.1 Events of Default. If any of the following events (“Events of Default”) shall occur:

(a) the Borrowers shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any L/C Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section) payable under this Agreement or any other Loan Document, within three (3) Business Days when the same shall become due and payable;

(c) any representation or warranty made or deemed made by or on behalf of any Borrower or any other member of the Borrower Affiliated Group in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrowers shall fail to observe or perform any covenant, condition or agreement contained in Sections 2.21, 5.1(f), 5.4, 5.7, 5.13, or in Section 6;

(e) the Borrowers shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.1(a), 5.1(b), 5.1(c), 5.1(d), 5.1(e), 5.2, 5.9, or 5.14 within three (3) Business Days after notice from the Administrative Agent to the Lead Borrower that the Borrowers have failed to observe or perform such covenant, condition or agreement;

(f) any Borrower or any other member of the Borrower Affiliated Group shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clause (a), (b), (c), (d) or (e) of this Section), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Lead Borrower;

(g) any Borrower shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness when and as the same shall become due and payable (after giving effect to the expiration of any grace or cure period set forth therein);

(h) (i) any Borrower or any other member of the Borrower Affiliated Group shall fail to perform any material covenant or condition contained in the Line Letter or any other material contract or agreement to which it is party as and when such performance is required (after giving effect to the expiration of any grace or cure period set forth therein); or (ii) any Borrower or any other member of the Borrower Affiliated Group shall fail to perform any material covenant or condition contained in any contract or other agreement between any member of the Borrower Affiliated Group, which failure has a Material Adverse Effect;

(i) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity;

(j) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Borrower or any other member of the Borrower Affiliated Group or its debts, or of a substantial part of its assets, under any Debtor Relief Law or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any other member of the Borrower Affiliated Group or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for 60 days;

(k) any Borrower or any other member of the Borrower Affiliated Group shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Borrower or any other member of the Borrower Affiliated Group or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(l) any Borrower or any other member of the Borrower Affiliated Group shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(m) one or more uninsured judgments for the payment of money in an aggregate amount in excess of \$25,000,000 shall be rendered against any Borrower or any other member of the Borrower Affiliated Group or any combination thereof and the same shall remain undischarged for a period of 45 consecutive days during which execution shall not be effectively stayed, or any action shall be successfully legally taken by a judgment creditor to attach or levy upon any material assets of any Borrower or any other member of the Borrower Affiliated Group to enforce any such judgment;

(n) any challenge by or on behalf of any Borrower to the validity of any Loan Document or the applicability or enforceability of any Loan Document strictly in accordance with the subject Loan Document's terms or which seeks to void, avoid, limit, or otherwise adversely affect any security interest created by or in any Loan Document or any payment made pursuant thereto;

(o) any challenge by or on behalf of any other Person to the validity of any Loan Document or the applicability or enforceability of any Loan Document strictly in accordance with the subject Loan Document's terms or which seeks to void, avoid, limit, or otherwise adversely affect any security interest created by or in any Loan Document or any payment made pursuant thereto, in each case, as to which an order or judgment has been entered adverse to the Agents and the Lenders.

(p) any Lien purported to be created under any Security Document shall be asserted by any Borrower or any other member of the Borrower Affiliated Group not to be a valid and perfected Lien on any Collateral, with the priority required by the applicable Security Document, except as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents;

(q) a Change in Control shall occur;

(r) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrowers in an aggregate amount exceeding \$25,000,000;

(s) the occurrence of any uninsured loss to any material portion of the Collateral;

(t) the indictment of any Borrower or any other member of the Borrower Affiliated Group, under any federal, state, municipal, and other civil or criminal statute, rule, regulation, order, or other requirement having the force of law where the relief, penalties, or remedies sought or available include the forfeiture of any assets of any Borrower or any other member of the Borrower Affiliated Group having a fair market value in excess of \$25,000,000;

(u) the imposition of any stay or other order against any Borrower or any other member of the Borrower Affiliated Group, the effect of which (i) is to restrain in any material way the conduct by the Borrower Affiliated Group, taken as a whole, of their business in the ordinary course and (ii) would have a Material Adverse Effect; or

(v) except as otherwise permitted hereunder, the determination by any Borrower or any other member of the Borrower Affiliated Group, whether by vote of such Person's board of directors or otherwise to: suspend the operation of such Person's business in the ordinary course, liquidate all or a material portion of such Person's assets or store locations, or employ an agent or other third party to conduct any so-called store closing, store liquidation or "Going-Out-Of-Business" sales.

then, and in every such event (other than an event with respect to each Borrower or any other member of the Borrower Affiliated Group described in clause (j) or (k) of this Section), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Lead Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and (iii) require the Borrowers to furnish cash collateral in an amount equal to 105% of the Letter of Credit Outstandings, and in case of any event with respect to any Borrower or any other member of the Borrower Affiliated Group described in clause (j) or (k) of this Section, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

7.2 Remedies on Default. In case any one or more of the Events of Default shall have occurred and be continuing, and whether or not the maturity of the Loans shall have been accelerated pursuant hereto, the Administrative Agent may proceed to protect and enforce its rights and remedies under this Agreement, the Notes or any of the other Loan Documents by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Agents or the Lenders. No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of law.

7.3 Application of Proceeds. After the occurrence of an Event of Default and acceleration of the Obligations, all proceeds realized from any Borrower or on account of any Collateral shall be applied as follows:

FIRST, to payment of that portion of the Obligations (excluding Obligations set forth in clause (c) of the definition thereof) constituting fees and indemnities due to the Administrative Agent, the Lenders and the Issuing Bank under the Loan Documents, and the payment of all reasonable costs and expenses incurred by the Agents in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Agents hereunder or under any other Loan Document on behalf of any Borrower or Facility Guarantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder, under any other Loan Document;

SECOND, to the payment of accrued and unpaid interest and principal on the Swingline Loans;

THIRD, to the payment of accrued and unpaid interest on the Revolving Loans;

FOURTH, pro rata to the payment of outstanding principal on the Revolving Loans;

FIFTH, to the Cash Collateral Account as collateral for Letter of Credit Outstandings up to 105% thereof;

SIXTH, to the payment of all Obligations of the Borrowers and Facility Guarantors set forth in clause (c)(i) of the definition of Obligations;

SEVENTH, to the payment of all Obligations of the Borrowers and Facility Guarantors set forth in clause (c)(ii) of the definition of Obligations; and

EIGHTH, to the Borrowers, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

8. THE AGENTS.

8.1 Administration by Administrative Agent. Each Lender, the Collateral Agent and the Issuing Bank hereby irrevocably designate Bank of America as Administrative Agent under this Agreement and the other Loan Documents. The general administration of the Loan Documents shall be by the Administrative Agent. The Lenders, the Collateral Agent and the Issuing Bank each hereby irrevocably authorizes the Administrative Agent (i) to enter into the Loan Documents to which it is a party and (ii) at its discretion, to take or refrain from taking such actions as agent on its behalf and to exercise or refrain from exercising such powers under the Loan Documents and the Notes as are delegated by the terms hereof or thereof, as appropriate, together with all powers reasonably incidental thereto. The Administrative Agent shall have no duties or responsibilities except as set forth in this Agreement and the remaining Loan Documents, nor shall it have any fiduciary relationship with any Lender, and no implied covenants, responsibilities, duties, obligations, or liabilities shall be read into the Loan Documents or otherwise exist against the Administrative Agent.

8.2 The Collateral Agent. Each Lender, the Administrative Agent and the Issuing Bank hereby irrevocably (i) designate Bank of America as Collateral Agent under this Agreement and the other Loan Documents, (ii) authorize the Collateral Agent to enter into the Security Documents and the other Loan Documents to which it is a party and to perform its duties and obligations thereunder, together with all powers reasonably incidental thereto, and (iii) agree and consent to all of the provisions of the Security Documents. All Collateral shall be held or administered by the Collateral Agent (or its duly-appointed agent) for its benefit and for the ratable benefit of the other Credit Parties. Any proceeds received by the Collateral Agent from the foreclosure, sale, lease or other disposition of any of the Collateral and any other proceeds received pursuant to the terms of the Security Documents or the other Loan Documents shall be paid over to the Administrative Agent for application as provided in Sections 2.18, 2.22, or 7.3, as applicable. The Collateral Agent shall have no duties or responsibilities except as set forth in this Agreement and the remaining Loan Documents, nor shall it have any fiduciary relationship with any Lender, and no implied covenants, responsibilities, duties, obligations, or liabilities shall be read into the Loan Documents or otherwise exist against the Collateral Agent.

8.3 Agreement of Required Lenders. Upon any occasion requiring or permitting an approval, consent, waiver, election or other action on the part of only the Required Lenders, action shall be taken by the Agents for and on behalf or for the benefit of all Lenders upon the direction of the Required Lenders, and any such action shall be binding on all Lenders. No amendment, modification, consent, or waiver shall be effective except in accordance with the provisions of Section 9.2.

Upon the occurrence of an Event of Default, the Agents shall take such action with respect thereto as may be reasonably directed by the Required Lenders; provided that unless and until the Agents shall have received such directions, the Agents may (but shall not be obligated to) take such action as they shall deem advisable in the best interests of the Lenders. In no event shall the Agents be required to comply with any such directions to the extent that the Agents believe that the Agents' compliance with such directions would be unlawful.

8.4 Liability of Agents.

(a) Each of the Agents, when acting on behalf of the Lenders and the Issuing Banks, may execute any of its respective duties under this Agreement by or through any of its respective officers, agents and employees, and none of the Agents nor their respective directors, officers, agents or employees shall be liable to the Lenders or the Issuing Bank or any of them for any action taken or omitted to be taken in good faith, or be responsible to the Lenders or the Issuing Bank or to any of them for the consequences of any oversight or error of judgment, or for any loss, except to the extent of any liability imposed by law by reason of such Agent's own gross negligence or willful misconduct. The Agents and their respective directors, officers, agents and employees shall in no event be liable to the Lenders or the Issuing Bank or to any of them for any action taken or omitted to be taken by them pursuant to instructions received by them from the Required Lenders or in reliance upon the advice of counsel selected by it. Without limiting the foregoing, none of the Agents, nor any of their respective directors, officers, employees, or agents (A) shall be responsible to any Lender or the Issuing Bank for the due execution, validity, genuineness, effectiveness, sufficiency, or enforceability of, or for any recital, statement, warranty or representation in, this Agreement, any Loan Document or any related agreement, document or order, or (B) shall be required to ascertain or to make any inquiry concerning the performance or observance by any Borrower of any of the terms, conditions, covenants, or agreements of this Agreement or any of the Loan Documents, or (C) shall be responsible to any Lender or the Issuing Bank for the state or condition of any properties of the Borrowers or any other obligor hereunder constituting Collateral for the Obligations of the Borrowers hereunder, or any information contained in the books or records of the Borrowers; or (D) shall be responsible to any Lender or the Issuing Bank for the validity, enforceability, collectibility, effectiveness or genuineness of this Agreement or any other Loan Document or any other certificate, document or instrument furnished in connection therewith; or (E) shall be responsible to any Lender or the Issuing Bank for the validity, priority or perfection of any lien securing or purporting to secure the Obligations or the value or sufficiency of any of the Collateral.

(b) The Agents may execute any of their duties under this Agreement or any other Loan Document by or through their agents or attorneys-in-fact, and shall be entitled to the advice of counsel concerning all matters pertaining to their rights and duties hereunder or under the Loan Documents. The Agents shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by them with reasonable care.

(c) None of the Agents nor any of their respective directors, officers, employees, or agents shall have any responsibility to the Borrowers on account of the failure or delay in performance or breach by any Lender (other than by any Agent in its capacity as a Lender) or the Issuing Bank of any of their respective obligations under this Agreement or the Notes or any of the Loan Documents or in connection herewith or therewith.

(d) The Agents shall be entitled to rely, and shall be fully protected in relying, upon any notice, consent, certificate, affidavit, or other document or writing believed by them to be genuine and correct and to have been signed, sent or made by the proper person or persons, and upon the advice and statements of legal counsel (including, without, limitation, counsel to the Borrowers), independent accountants and other experts selected by the Agents. The Agents shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless they shall first receive such advice or concurrence of the Required Lenders as they deem appropriate or they shall first be indemnified to their satisfaction by the Lenders against any and all liability and expense which may be incurred by them by reason of the taking or failing to take any such action.

8.5 Notice of Default. The Agents shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Agents have actual knowledge of the same or has received notice from a Lender or the Lead Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that the Agents obtain such actual knowledge or receives such a notice, the Agents shall give prompt notice thereof to each of the Lenders. The Agents shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders. Unless and until the Agents shall have received such direction, the Agents may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default or Event of Default as they shall deem advisable in the best interest of the Lenders.

8.6 Lenders’ Credit Decisions. Each Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender, and based on the financial statements prepared by the Borrowers and such other documents and information as it has deemed appropriate, made its own credit analysis and investigation into the business, assets, operations, property, and financial and other condition of the Borrowers and has made its own decision to enter into this Agreement and the other Loan Documents. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in determining whether or not conditions precedent to closing any Loan hereunder have been satisfied and in taking or not taking any action under this Agreement and the other Loan Documents.

8 . 7 Reimbursement and Indemnification. Each Lender agrees (i) to reimburse (x) each Agent for such Lender's Commitment Percentage of any expenses and fees incurred by such Agent for the benefit of the Lenders or the Issuing Bank under this Agreement, the Notes and any of the Loan Documents, including, without limitation, counsel fees and compensation of agents and employees paid for services rendered on behalf of the Lenders or the Issuing Bank, and any other expense incurred in connection with the operations or enforcement thereof not reimbursed by the Borrowers and (y) each Agent for such Lender's Commitment Percentage of any expenses of such Agent incurred for the benefit of the Lenders or the Issuing Bank that the Borrowers have agreed to reimburse pursuant to Section 9.3 and has failed to so reimburse and (ii) to indemnify and hold harmless the Agents and any of their directors, officers, employees, or agents, on demand, in the amount of such Lender's Commitment Percentage, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against it or any of them in any way relating to or arising out of this Agreement, the Notes or any of the Loan Documents or any action taken or omitted by it or any of them under this Agreement, the Notes or any of the Loan Documents to the extent not reimbursed by the Borrowers (except such as shall result from their respective gross negligence or willful misconduct). The provisions of this Section 8.7 shall survive the repayment of the Obligations and the termination of the Commitments.

8.8 Rights of Agents. It is understood and agreed that Bank of America shall have the same rights and powers hereunder (including the right to give such instructions) as the other Lenders and may exercise such rights and powers, as well as its rights and powers under other agreements and instruments to which it is or may be party, and engage in other transactions with the Borrowers, as though it were not the Administrative Agent or the Collateral Agent, respectively, of the Lenders under this Agreement. Without limiting the foregoing, the Agents and their Affiliates may accept deposits from, lend money to, and generally engage in any kind of commercial or investment banking, trust, advisory or other business with the Borrowers and their Subsidiaries and Affiliates as if it were not the Agent hereunder.

8.9 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Loans for all purposes, unless and until, and except to the extent, an Assignment and Acceptance shall have become effective as set forth in Section 9.5(b).

8.10 Successor Agent. Any Agent may resign at any time by giving five (5) Business Days' written notice thereof to the Lenders, the Issuing Bank, the other Agents and the Lead Borrower. Upon any such resignation of any Agent, the Required Lenders shall have the right to appoint a successor Agent, which so long as there is no Default or Event of Default shall be reasonably satisfactory to the Lead Borrower (whose consent shall not be unreasonably withheld or delayed). If no successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment, within 30 days after the retiring Agent's giving of notice of resignation, the retiring Agent may, on behalf of the Lenders, the other Agents and the Issuing Bank, appoint a successor Agent which shall be a Lender or a commercial bank (or affiliate thereof) organized under the laws of the United States of America or of any State thereof and having a combined capital and surplus of a least \$500,000,000 which, so long as there is no Default or Event of Default, shall be reasonably satisfactory to the Lead Borrower (whose consent shall not be unreasonably withheld or delayed). Upon the acceptance of any appointment as Agent by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation hereunder as such Agent, the provisions of this Section 8 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was such Agent under this Agreement.

8.11 Reports and Financial Statements.

(a) Promptly after receipt thereof from the Borrowers, the Administrative Agent shall remit to each Lender and the Collateral Agent copies of all financial statements required to be delivered by the Borrowers hereunder, all commercial finance examinations and appraisals of the Collateral received by the Administrative Agent and all notices received by the Administrative Agent under Section 5.2 hereof, and a copy of any Borrowing Base Certificate so received (collectively, the "Reports").

(b) By signing this Agreement, each Lender:

(i) agrees to furnish the Administrative Agent with a summary of all Bank Products (including, without limitation, all Hedging Agreements) and Cash Management Services due from a Borrower or Facility Guarantor or to become due to such Lender from time to time. In connection with any distributions to be made hereunder, the Administrative Agent shall be entitled to assume that no amounts are due from a Borrower or Facility Guarantor to any Lender on account of any Bank Products or Cash Management Services unless the Administrative Agent has received written notice thereof from such Lender;

(ii) expressly agrees and acknowledges that the Administrative Agent makes no representation or warranty as to the accuracy of the Reports, and shall not be liable for any information contained in any Report;

(iii) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Borrower Affiliated Group and will rely significantly upon the Borrowers' books and records, as well as on representations of the Borrowers' personnel;

(iv) agrees to keep all Reports confidential in accordance with the provisions of Section 9.17 hereof; and

(v) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

8.12 Delinquent Lender.

(a) If for any reason any Lender shall become a Deteriorating Lender or shall fail or refuse to abide by its obligations under this Agreement, including without limitation its obligation to make available to Administrative Agent its Commitment Percentage of any Revolving Loans, expenses or setoff or purchase its pro rata share of a participation interest in the Swingline Loans (a "Delinquent Lender") and such failure is not cured within one (1) Business Day after receipt from the Administrative Agent of written notice thereof, then, in addition to the rights and remedies that may be available to the other Credit Parties, the Borrowers or any other party at law or in equity, and not at limitation thereof, (i) such Deteriorating Lender's or Delinquent Lender's right to participate in the administration of, or decision-making rights related to, the Obligations hereunder, this Agreement or the other Loan Documents shall be suspended during the pendency of such failure or refusal, and (ii) a Deteriorating Lender or Delinquent Lender shall be deemed to have assigned any and all payments due to it from the Borrowers, whether on account of outstanding Loans, interest, fees or otherwise, to the remaining non-Delinquent Lenders for application to, and reduction of, their proportionate shares of all outstanding Obligations hereunder until, as a result of application of such assigned payments the Lenders' respective Commitment Percentages of all outstanding Obligations hereunder shall have returned to those in effect immediately prior to such delinquency and without giving effect to the nonpayment causing such delinquency, and (iii) at the option of the Administrative Agent, any amount payable to such Deteriorating Lender or Delinquent Lender hereunder (whether on account of principal, interest, fees or otherwise) shall, in lieu of being distributed to such Deteriorating Lender or Delinquent Lender, be retained by the Administrative Agent as cash collateral for future funding obligations of the Deteriorating Lender or Delinquent Lender in respect of any Loan or existing or future participating interest in any Swingline Loan or Letter of Credit. The Delinquent Lender's decision-making and participation rights and rights to payments as set forth in clauses (i) and (ii) hereinabove shall be restored only upon the payment by the Delinquent Lender of its Commitment Percentage of any Obligations hereunder, any participation obligation, or expenses as to which it is delinquent, together with interest thereon at Federal Funds Effective Rate from the date when originally due until the date upon which any such amounts are actually paid.

(b) The non-Delinquent Lenders shall also have the right, but not the obligation, in their respective, sole and absolute discretion, to cause the termination and assignment, without any further action by the Deteriorating Lender or Delinquent Lender for no cash consideration (pro rata, based on the respective Commitments of those Lenders electing to exercise such right), of the Deteriorating Lender's or Delinquent Lender's Commitment to fund future Loans. Upon any such purchase of the Commitment Percentage of any Deteriorating Lender or Delinquent Lender, the Deteriorating Lender's or Delinquent Lender's share in future Credit Extensions and its rights under the Loan Documents with respect thereto shall terminate on the date of purchase, and the Deteriorating Lender or Delinquent Lender shall promptly execute all documents reasonably requested to surrender and transfer such interest, including, if so requested, an Assignment and Acceptance.

(c) Each Deteriorating Lender and Delinquent Lender shall indemnify the Administrative Agent and each non-Delinquent Lender from and against any and all loss, damage or expenses, including but not limited to reasonable attorneys' fees and funds advanced by the Administrative Agent or by any non-Delinquent Lender, on account of a Deteriorating Lender's or Delinquent Lender's failure to timely fund its Commitment Percentage of a Loan or to otherwise perform its obligations under the Loan Documents.

8.13 Syndication Agent and Documentation Agent. Neither the Syndication Agent or Documentation Agent, in their capacity as such, shall have any obligation, responsibility or required performance hereunder and shall not become liable in any manner to any party hereto. No party shall have any obligation or liability, or owe any performance, hereunder, to the Syndication Agent or Documentation Agent in their capacity as such.

8.14 Agent for Perfection.

Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other Applicable Law of the United States can be perfected only by possession or control. Should any Lender (other than the Agents) obtain possession or control of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

8.15 Relation Among the Lenders.

The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

8.16 Collateral and Guaranty Matters.

The Credit Parties irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Commitments and (A) payment in full of all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and (B)(x) the expiration or termination of all Letters of Credit, or (y) the deposit of cash collateral with the Administrative Agent in an amount equal to 105% of the Letter of Credit Outstandings, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (iii) if approved, authorized or ratified in writing by the applicable Lenders in accordance with Section 9.2;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.2(d); and

(c) to release any Facility Guarantor from its obligations under the Facility Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder.

Upon request by any Agent at any time, the applicable Lenders will confirm in writing such Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Facility Guarantor from its obligations under the Facility Guaranty pursuant to this Section 8.16. In each case as specified in this Section 8.16, the Agents will, at the Borrowers' expense, execute and deliver to the applicable Borrower or Facility Guarantor such documents as such party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Facility Guarantor from its obligations under the Facility Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 8.16.

9. MISCELLANEOUS.

9.1 Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to any Borrower, to it at GameStop Corp., 625 Westport Parkway, Grapevine, Texas 76051, Attention: Robert Lloyd, Chief Financial Officer (Telecopy No. (817) 424-2820) and at GameStop Corp., 600 Willowbrook Lane, Suite 622, West Chester, Pennsylvania 19382, Attention: Daniel Kaufman, Senior Vice President and General Counsel (Telecopy No. (484) 991-1944), with a copy to Bryan Cave LLP, 1290 Avenue of the Americas, New York, New York 10104, Attention: Jay Dorman, Esquire (Telecopy No. (212) 541-1418);

(b) if to the Administrative Agent or the Collateral Agent, to Bank of America, N.A., 100 Federal Street, Boston, Massachusetts 02110, Attention of Stephen Garvin (Telecopy No. (617) 434-6685), with a copy to Riemer & Braunstein LLP, Three Center Plaza, Boston, Massachusetts 02108, Attention: David S. Berman, Esquire (Telecopy No. (617) 880-3456);

(c) if to any other Lender, to it at its address (or telecopy number) set forth on the signature pages hereto or on any Assignment and Acceptance for such Lender.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

9.2 Waivers; Amendments.

(a) No failure or delay by the Agents, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agents, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Agents, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or, in the case of any other Loan Document (other than any Loan Document under clause (i) or (ii) of the definition thereof), pursuant to an agreement or agreements in writing entered into by the Agents and the Borrowers that are parties thereto, in each case with the consent of the Required Lenders, provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender or the Total Commitments (except as provided in Section 2.29) without the consent of each Lender affected thereby, (ii) reduce the principal amount of any Loan or L/C Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan or L/C Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, without the written consent of each Lender affected thereby, or postpone the scheduled date of expiration of the Commitments or the Maturity Date, without the written consent of all Lenders affected thereby; (iv) change Sections 2.18, 2.21, 2.22 or 7.3, without the written consent of each Lender, (v) change any of the provisions of this Section 9.2 or the definition of the term “Required Lenders”, “Supermajority Lenders” or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (vi) release any Borrower owning Inventory or the proceeds thereof from its obligations under any Loan Document, or limit its liability in respect of such Loan Document, without the written consent of each Lender, (vii) except for sales described in Section 6.5 or as permitted in the Security Documents, release any material portion of the Collateral from the Liens of the Security Documents, without the written consent of each Lender, (viii) increase any advance rate percentage set forth in the definition of “Borrowing Base” without the written consent of each Lender; or otherwise change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrowers would be increased without the written Consent of the Supermajority Lenders, *provided that* the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves in its Permitted Discretion, (ix) change the definition of “Permitted Overadvance”, without the written consent of each Lender, (x) subordinate the Obligations hereunder, or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the prior written consent of each Lender, and provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Agents or the Issuing Bank or Swingline Lender without the prior written consent of the Agents or the Issuing Bank, as the case may be.

(c) Notwithstanding anything to the contrary contained in this Section 9.2, in the event that the Borrowers request that this Agreement or any other Loan Document be modified, amended or waived in a manner which would require the consent of the Lenders pursuant to Section 9.2(b) and such amendment is approved by the Required Lenders, but not by the requisite percentage of the Lenders, the Borrowers, and the Required Lenders shall be permitted to amend this Agreement without the consent of the Lender or Lenders which did not agree to the modification or amendment requested by the Borrowers (such Lender or Lenders, collectively the “Minority Lenders”) to provide for (w) the termination of the Commitment of each of the Minority Lenders, (x) the addition to this Agreement of one or more Eligible Assignees, or an increase in the Commitment of one or more of the Required Lenders, so that the aggregate Commitments after giving effect to such amendment shall be in the same amount as the aggregate Commitments immediately before giving effect to such amendment, (y) if any Loans are outstanding at the time of such amendment, the making of such additional Loans by such new or increasing Lender or Lenders, as the case may be, as may be necessary to repay in full the outstanding Loans (including principal, interest, and fees) of the Minority Lenders immediately before giving effect to such amendment and (z) such other modifications to this Agreement or the Loan Documents as may be appropriate and incidental to the foregoing.

(d) No notice to or demand on any Borrower shall entitle any Borrower to any other or further notice or demand in the same, similar or other circumstances. Each holder of a Note shall be bound by any amendment, modification, waiver or consent authorized as provided herein, whether or not a Note shall have been marked to indicate such amendment, modification, waiver or consent and any consent by a Lender, or any holder of a Note, shall bind any Person subsequently acquiring a Note, whether or not a Note is so marked. No amendment to this Agreement shall be effective against the Borrowers unless signed by the Borrowers.

9.3 Expenses; Indemnity; Damage Waiver.

(a) Except as otherwise limited herein, the Borrowers shall jointly and severally pay (i) all reasonable out-of-pocket expenses incurred by the Agents and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Agents, outside consultants for the Agents, appraisers, and for commercial finance examinations, in connection with the arrangement of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (iii) all reasonable out-of-pocket expenses incurred by the Agents, the Issuing Bank or any Lender, including the reasonable fees, charges and disbursements of any counsel and any outside consultants for the Agents, the Issuing Bank or any Lender, for appraisers, commercial finance examinations, and environmental site assessments, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit; *provided that* the Lenders who are not the Agents or the Issuing Bank shall be entitled to reimbursement for no more than one counsel representing all such Lenders (absent a conflict of interest in which case the Lenders may engage and be reimbursed for additional counsel).

(b) The Borrowers shall jointly and severally indemnify the Agents, the Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any other agreement or instrument contemplated hereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the transactions contemplated by the Loan Documents or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by any Borrower or any other member of the Borrower Affiliated Group, or any Environmental Liability related in any way to Borrower or any other member of the Borrower Affiliated Group, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any Affiliate of such Indemnitee (or of any officer, director, employee, advisor or agent of such Indemnitee or any such Indemnitee’s Affiliates). In connection with any indemnified claim hereunder, the Indemnitee shall be entitled to select its own counsel and the Borrowers shall promptly pay the reasonable fees and expenses of such counsel.

(c) To the extent that any Borrower fails to pay any amount required to be paid by it to the Agents or the Issuing Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Agents or the Issuing Bank, as the case may be, such Lender's Commitment Percentage of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agents or the Issuing Bank.

(d) To the extent permitted by Applicable Law, no party hereto shall assert, and each party hereby waives, any claim against any Borrower or Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated by the Loan Documents, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable promptly after written demand therefor.

9.4 Designation of Lead Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as that Borrower's agent to obtain Loans and Letters of Credit hereunder, the proceeds of which shall be available to each Borrower for those uses as those set forth herein. As the disclosed principal for its agent, each Borrower shall be obligated to the Agents and each Lender on account of Loans so made and Letters of Credit so issued hereunder as if made directly by the Lenders to that Borrower, notwithstanding the manner by which such Loans and Letters of Credit are recorded on the books and records of the Lead Borrower and of any Borrower.

(b) Each Borrower recognizes that credit available to it hereunder is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower hereby assumes, guarantees, and agrees to discharge all Obligations of all other Borrowers as if the Borrower so assuming and guarantying were each other Borrower.

(c) The Lead Borrower shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Lead Borrower has requested a Loan. The Lead Borrower shall cause the transfer of the proceeds of each Loan to the (those) Borrower(s) on whose behalf such Loan was obtained. Neither the Agents nor any Lender shall have any obligation to see to the application of such proceeds.

(d) Each of the Borrowers shall remain jointly and severally liable to the Agents and the Lenders for the payment and performance of all Obligations (which payment and performance shall continue to be secured by all Collateral granted by each of the Borrowers) notwithstanding any determination by the Administrative Agent to cease making Loans or causing Letters of Credit to be issued to or for the benefit of any Borrower.

(e) The authority of the Lead Borrower to request Loans on behalf of, and to bind, the Borrowers, shall continue unless and until the Administrative Agent acts as provided in subparagraph (c), above, or the Administrative Agent actually receives

(i) written notice of: (i) the termination of such authority, and (ii) the subsequent appointment of a successor Lead Borrower, which notice is signed by the respective Presidents of each Borrower (other than the President of the Lead Borrower being replaced) then eligible for borrowing under this Agreement; and

(ii) written notice from such successive Lead Borrower (i) accepting such appointment; (ii) acknowledging that such removal and appointment has been effected by the respective Presidents of such Borrowers eligible for borrowing under this Agreement; and (iii) acknowledging that from and after the date of such appointment, the newly appointed Lead Borrower shall be bound by the terms hereof, and that as used herein, the term "Lead Borrower" shall mean and include the newly appointed Lead Borrower.

9.5 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any such attempted assignment or transfer without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it), provided that (i) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, each of the Lead Borrower (but only if no Event of Default then exists), the Agents and the Issuing Bank must give their prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed), (ii) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$10,000,000 unless the Administrative Agent otherwise consents, (iii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations, (iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with, unless waived by the Administrative Agent, a processing and recordation fee of \$3,500. Subject to acceptance and recording thereof pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Acceptance the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 9.3). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(c) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices in Boston, Massachusetts a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and L/C Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error and the Borrowers, the Administrative Agent, the Issuing Bank and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Lead Borrower, the Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Eligible Assignee, the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender may, without the consent of the Borrowers, the Agents, and the Issuing Bank, sell participations to one or more banks or other entities, other than Borrower or Facility Guarantor or any member of the Borrower Affiliated Group (a “Participant”), in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it), provided that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Agents, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation in the Commitments, the Loans and the Letters of Credit Outstandings shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents, provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.2(b) that affects such Participant. Subject to paragraph (f) of this Section and Section 2.28, the Borrowers agree that each Participant shall be entitled to the benefits (and subject to the obligations) of Sections 2.23, 2.25, and 2.26 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.9 as though it were a Lender, provided such Participant agrees to be subject to Section 2.25(c) as though it were a Lender.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.23 or 2.26 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Lead Borrower’s prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.26 unless (i) the Lead Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.26(e) as though it were a Lender and (ii) such Participant is eligible for exemption from the withholding tax referred to therein, following compliance with Section 2.26(e).

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest, provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Notwithstanding any provision to the contrary, any Lender (an “Assigning Lender”) may assign to one or more special purpose funding vehicles (each, an “SPV”) all or any portion of its funded Loans (without the corresponding Commitment), without the consent of any Person or the payment of a fee, by execution of a written assignment agreement in a form agreed to by such Assigning Lender and such SPV, and may grant any such SPV the option, in such SPV’s sole discretion, to provide the Borrowers all or any part of any Loans that such Assigning Lender would otherwise be obligated to make pursuant to this Agreement. Such SPVs shall have all the rights which a Lender making or holding such Loans would have under this Agreement, but no obligations. The Assigning Lender shall remain liable for all its original obligations under this Agreement, including its Commitment (although the unused portion thereof shall be reduced by the principal amount of any Loans held by an SPV). Notwithstanding such assignment, the Agent and Borrower may deliver notices to the Assigning Lender (as agent for the SPV) and not separately to the SPV unless the Agent and Borrower are requested in writing by the SPV (or its agent) to deliver such notices separately to it. The Borrowers shall, at the request of any Assigning Lender, execute and deliver to such Person as such Assigning Lender may designate, a Note in the amount of such Assigning Lender’s original Note to evidence the Loans of such Assigning Lender and related SPV.

9.6 Survival. All covenants, agreements, representations and warranties made by the Borrowers in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agents, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.23, 2.26, and 9.3 and Section 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. In connection with the termination of this Agreement and the release and termination of the security interests in the Collateral, the Agents may require such indemnities and collateral security as they shall reasonably deem necessary or appropriate under the circumstances to protect the Credit Parties against (x) loss on account of credits previously applied to the Obligations that may subsequently be reversed or revoked, (y) any obligations that may thereafter arise with respect to bank products or cash management services, and (z) any Obligations that may thereafter arise under Section 9.3 hereof.

9.7 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Agents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Agents and the Lenders and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

9.8 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9.9 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent or the Required Lenders, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrowers against any of and all the obligations of the Borrowers now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmaturing and regardless of the adequacy of the Collateral. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender may have.

9.10 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) The Borrowers agree that any suit for the enforcement of this Agreement or any other Loan Document may be brought in any court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Administrative Agent may elect in its sole discretion and consent to the non-exclusive jurisdiction of such courts. The Borrowers hereby waive any objection which they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum. The Borrowers agree that any action commenced by any Borrower asserting any claim or counterclaim arising under or in connection with this Agreement or any other Loan Document shall be brought solely in a court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Administrative Agent may elect in its sole discretion and consent to the exclusive jurisdiction of such courts with respect to any such action.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

9.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.12 Headings. Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

9.13 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under Applicable Law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with Applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

9.14 Additional Waivers.

(a) The Obligations are joint and several obligations of each Borrower. To the fullest extent permitted by Applicable Law, the obligations of Borrower hereunder shall not be affected by (i) the failure of any Agent or any other Credit Party to assert any claim or demand or to enforce or exercise any right or remedy against any other Borrower under the provisions of this Agreement, any other Loan Document or otherwise, (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, this Agreement, any other Loan Document, or any other agreement, with respect to any other Borrower of the Obligations under this Agreement, or (iii) the failure to perfect any security interest in, or the release of, any of the security held by or on behalf of the Collateral Agent or any other Credit Party.

(b) The obligations of each Borrower hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the Obligations), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Borrower hereunder shall not be discharged or impaired or otherwise affected by the failure of any Agent or any other Credit Party to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of any Borrower or that would otherwise operate as a discharge of any Borrower as a matter of law or equity (other than the payment in full in cash of all the Obligations).

(c) To the fullest extent permitted by Applicable Law, each Borrower waives any defense based on or arising out of any defense of any other Borrower or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Borrower, other than the payment in full in cash of all the Obligations. The Collateral Agent and the other Credit Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other Borrower, or exercise any other right or remedy available to them against any other Borrower, without affecting or impairing in any way the liability of any Borrower hereunder except to the extent that all the Obligations have been paid in full in cash. Pursuant to Applicable Law, each Borrower waives any defense arising out of any such election even though such election operates, pursuant to Applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Borrower against any other Borrower, as the case may be, or any security.

(d) Each Borrower is obligated to repay the Obligations as joint and several obligors under this Agreement. Upon payment by any Borrower of any Obligations, all rights of such Borrower against any other Borrower arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior payment in full in cash of all the Obligations and the termination of all Commitments to any Borrower under any Loan Document. In addition, any indebtedness of any Borrower now or hereafter held by any Borrower is hereby subordinated in right of payment to the prior payment in full of the Obligations. Until the Obligations are paid in full, none of the Borrowers will demand, sue for, or otherwise attempt to collect any such indebtedness. If any amount shall erroneously be paid to any Borrower on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of any Borrower, such amount shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Administrative Agent to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement and the other Loan Documents. To the extent that any Borrower shall, under this Agreement as a joint and several obligor, repay any of the Obligations constituting Revolving Loans made to another Borrower hereunder (an "Accommodation Payment"), then the Borrower making such Accommodation Payment shall be entitled to contribution and indemnification from, and be reimbursed by, each of the other Borrowers in an amount equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Borrowers. As of any date of determination, the "Allocable Amount" of each Borrower shall be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Borrower hereunder without (a) rendering such Borrower "insolvent" within the meaning of Section 101 (31) of the Bankruptcy Code, Section 2 of the Uniform Fraudulent Transfer Act ("UFTA") or Section 2 of the Uniform Fraudulent Conveyance Act ("UFCA"), (b) leaving such Borrower with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code, Section 4 of the UFTA, or Section 5 of the UFCA, or (c) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA, or Section 5 of the UFCA.

9.15 Patriot Act. Each Lender hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of each Borrower and other information that will allow such Lender to identify such Borrower in accordance with the Act. Each Borrower is in compliance, in all material respects, with the Patriot Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

9.16 Foreign Asset Control Regulations.

Neither of the advance of the Loans nor the use of the proceeds of any thereof will violate the Trading With the Enemy Act (50 U.S.C. § 1 et seq., as amended) (the "Trading With the Enemy Act") or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or executive order relating thereto (which for the avoidance of doubt shall include, but shall not be limited to (a) Executive Order 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order") and (b) the Act. Furthermore, none of the Borrowers or their Affiliates (a) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (b) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person" or in any manner violative of any such order.

9.17 Confidentiality. Each of the Lenders agrees that it will use its best efforts not to disclose without the prior consent of the Borrowers (other than to its employees, auditors, counsel or other professional advisors, to Affiliates or to another Lender if the Lender or such Lender's holding or parent company in its sole discretion determines that any such party should have access to such information, which party shall be informed of the confidential nature thereof) any information with respect to any Borrower which is furnished pursuant to this Agreement provided that any Lender may disclose any such information (a) as has become generally available to the public, (b) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or federal regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (c) as may be required or appropriate in response to any summons or subpoena or in connection with any litigation, provided that if the Lender is able to do so prior to complying with the summons or subpoena, such Lender shall provide the Borrowers with prompt notice of such requested disclosure so that the Borrowers may seek a protective order or other appropriate remedy (nothing contained herein however shall result in such Lender's non-compliance with Applicable Law), (d) in order to comply with any law, order, regulation or ruling applicable to such Lender, (e) in connection with the enforcement of remedies under this Agreement and the other Loan Documents, and (f) to any prospective transferee in connection with any contemplated transfer of any of the Loans or Notes or any interest therein by such Lender provided that such prospective transferee agrees to be bound by the provisions of this Section. The Borrowers hereby agree that the failure of a Lender to comply with the provisions of this Section 9.17 shall not relieve the Borrowers of any of their obligations to such Lender under this Agreement and the other Loan Documents. Notwithstanding the foregoing, each Borrower consents to the publication by Administrative Agent of advertising material relating to the financing transactions contemplated by this Agreement using any Borrower's or Facility Guarantor's name, product photographs, logo or trademark. The Administrative Agent shall provide a draft reasonably in advance of any advertising material to the Lead Borrower for review and comment prior to the publication thereof. The Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements.

9.18 No Advisory or Fiduciary Responsibility.

In connection with all aspects of each transaction contemplated hereby, the Borrowers each acknowledge and agree that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Borrowers and the Facility Guarantors, on the one hand, and the Credit Parties, on the other hand, and each of the Borrowers and the Facility Guarantors is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each Credit Party is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrowers and the Facility Guarantors or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) none of the Credit Parties has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrowers and the Facility Guarantors with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any of the Credit Parties has advised or is currently advising any Borrower or Facility Guarantor or any of its Affiliates on other matters) and none of the Credit Parties has any obligation to any Borrower or Facility Guarantor or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Credit Parties and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and the Facility Guarantors and their respective Affiliates, and none of the Credit Parties has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Credit Parties have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Borrowers and the Facility Guarantors has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Borrowers hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against each of the Credit Parties with respect to any breach or alleged breach of agency or fiduciary duty.

9.19 Existing Credit Agreement Amended and Restated.

Upon satisfaction of the conditions precedent to the effectiveness of this Agreement, (a) this Agreement shall amend and restate the Existing Credit Agreement in its entirety and (b) the rights and obligations of the parties under the Existing Credit Agreement shall be subsumed within, and be governed by, this Agreement; provided, however, that the Borrowers hereby agree that (i) the Letter of Credit Outstandings under, and as defined in, the Existing Credit Agreement on the Effective Date shall be Letter of Credit Outstandings hereunder, and (ii) all Obligations of the Borrowers and Guarantors under, and as defined in, the Existing Credit Agreement shall remain outstanding, shall constitute continuing Obligations secured by the Collateral, and this Agreement shall not be deemed to evidence or result in a novation or repayment and reborrowing of such obligations and other liabilities.

[balance of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as a sealed instrument as of the day and year first above written.

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS
CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
as Borrowers

By: /s/ Robert A. Lloyd
Name: Robert A. Lloyd
Title: EVP & CFO

KONGREGATE INC., as a Borrower

By: /s/ J. Paul Raines
Name: J. Paul Raines
Title: CEO

MARKETING CONTROL SERVICES,
INC., as a Borrower

By: /s/ Kevin Weimerskirch
Name: Kevin Weimerskirch
Title: President & Sec

SOCOM LLC, as a Borrower

By: /s/ Mark Summey
Name: Mark Summey
Title: President

BANK OF AMERICA, N.A.,
as Administrative Agent, as Collateral
Agent, as Issuing Bank, and as Lender

By: /s/ Stephen Garvin
Name: Stephen Garvin
Title: Managing Director
Address: 100 Federal Street, 9th Floor
Boston, Massachusetts 02110
Attn: Mr. Stephen Garvin
Telephone: (617) 434-9399
Telecopy: (617) 434-6685

FIFTH THIRD BANK, as a Lender

By: /s/ Mike Mendenhall
Name: Mike Mendenhall
Title: Vice President

HSBC BANK USA NA, as a Lender

By: /s/ John N. McDevitt
Name: John N. McDevitt
Title: Vice President

JP MORGAN CHASE BANK, N.A., as a
Lender

By: /s/ Andrew Ray
Name: Andrew Ray
Title: Vice President

REGIONS BANK, as a Lender

By: /s/ George Louis McKinley
Name: George Louis McKinley
Title: Attorney in Fact

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Lynn Gosselin
Name: Lynn Gosselin
Title: Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as a Lender

By: /s/ Robert C. Chakasign
Name: Robert C. Chakasign
Title: Vice President

GENERAL ELECTRIC CAPITAL
CORPORATION, as a Lender

By: /s/ Craig Winslow
Name: Craig Winslow
Title: Authorized Signatory

**SCHEDULES TO
AMENDED AND RESTATED CREDIT AGREEMENT**

LENDERS AND COMMITMENTS

<u>Lender</u>	<u>Commitment Amount</u>
Bank of America, N.A.	\$85,000,000
Wells Fargo Bank, National Association	\$65,000,000
Regions Bank	\$55,000,000
U.S. Bank National Association	\$55,000,000
JPMorgan Chase Bank, N.A.	\$45,000,000
Fifth Third Bank	\$45,000,000
HSBC Business Credit Inc.	\$35,000,000
General Electric Capital Corporation	\$15,000,000
TOTAL:	\$400,000,000

CREDIT CARD ARRANGEMENTS

The Borrowers accept the following credit cards as well as most debit cards: Visa, MasterCard, American Express, Discover, AAFES Star Card, University of Central Florida Card, Florida International University Panther Card, ATM and debit cards pursuant to the following agreements:

- 1) American Express Card Acceptance Agreement dated April 25, 2005 between GameStop, Inc. and American Express Travel Related Services Company, Inc.
- 2) Merchant Services Agreement dated May 1, 2006 between GameStop, Inc. and Discover Financial Services, Inc.
- 3) Bank Card Merchant Agreement dated December 18, 2007 between GameStop, Inc. and Firth Third Processing Solutions.
- 4) Lease Agreements dated circa August 2008 between SOCOM LLC and AAFES.
- 5) Merchant Agreement dated November 17, 2008 between Kongregate, Inc. and Braintree Payment Solutions, Inc.
- 6) Agreement dated September 21, 2010 between GameStop, Inc. and the University of Central Florida
- 7) Agreement dated October 15, 2010 between GameStop, Inc. and Florida International University.

All settlement proceeds are delivered daily by wire, ACH or check to the one of the following operating accounts:

Entity	Bank	Account Number
GameStop, Inc.	Bank of America, NA	004882253194
SOCOM LLC	Bank of America, NA	586004802168
Kongregate, Inc.	Bank of America, NA	269669654

Merchant processors are authorized to debit or credit process and/or bank accounts for fees and chargebacks pursuant to their respective merchant agreements.

SCHEDULE 2.21(c)

BLOCKED ACCOUNT BANKS

Bank of America, N.A.

1. Account Number xxxxxx6523
 2. Account Number xxxxxx2168
-

TITLE TO PROPERTIES; REAL ESTATE OWNED

List and Address of Owned Real Estate plus holder of any mortgage

1) Owner: GameStop Texas Ltd. Corporate Offices and Distribution Center 625 & 633 Westport Pkwy Grapevine, Tarrant County, TX 76051

There is no mortgage holder on these properties

2) Owner: GameStop Texas Ltd. Refurbishment Operations Center 2200 William D. Tate Ave. Grapevine, Tarrant County, TX 76051

There is no mortgage on this property

3) Owner: Electronics Boutique Australia Pty. Ltd. Offices and Distribution Center 59 Bancroft Rd.

Pikenba, Brisbane, Clayfield, QLD 4008 AUSTRALIA

There is no mortgage holder on this property

4) Owner: Electronics Boutique Australia Pty. Ltd. Undeveloped land (future headquarters and distribution center) Backhouse Place Eagle Farm, QLD 4009 AUSTRALIA

5) Owner: Electronics Boutique International Canada Inc. Offices and Distribution Center 8995 Airport Rd.

Brampton, Peel County, ON L6T 5T2 CANADA

There is no mortgage holder on this property

6) Owner: GameStop Deutschland GmbH Offices and Distribution Center Fraunhoferstr. 84 87700 Memmingen Schwabia GERMANY

There is no mortgage holder on this property

7) Owner: GameStop Italy Srl Offices and Distribution Center Via Dei Lavoratori 6 20090 Buccinasco Milano ITALY

There is no mortgage holder on this property

8) Owner: GameStop Sweden AB Offices and Distribution Center Hammarvagen 5 232 37 Arlov, Scania SWEDEN

There is no mortgage holder on this property

9) Owner: Micromania France SAS Undeveloped real estate (marketed for sale) Number 27, Section AB

Biot FRANCE

There is no mortgage holder on this property

Store Number Location Name

318 Dimond Center
1703 Anchorage 5th Avenue Mall
1833 Bentley Mall
3219 Fairbanks Center
6139 Tikahtnu Commons
6140 Cottonwood Creek Place
6803 Elmendorf AFB
5769 Walmart Shopping Center

102 Bel Air Mall
103 Riverchase Galleria
256 University Mall
324 Regency Square Mall
1208 Eastdale Mall
1311 Madison Square Mall
1584 Colonial Promenade
1595 Trussville S/C
1597 Vestavia Hills City Center
2589 Pell City Station S/C -Walmart
2608 Selma Plaza
2668 Premiere Place Shopping Center
2771 Super Wal-mart Boaz
2792 Cherokee Crossing / Cullman SWM
2952 Huntsville Commons
2989 Attalla Plaza
3018 Westside Pavilion
3030 Hartselle Plaza
3032 Merchant's Cove
3051 Airport Blvd
3052 Leed's S/C
3065 Troy Plaza
3101 Schillinger SWM
3150 Eastern Blvd
3177 Wetumpka S/C
3379 Peach Orchard Pavillion fka Jasper SWM
3382 Demopolis SWM
3431 Roebuck-see 7021
3506 Enterprise Plaza
3534 Five Points West Shopping Center
3654 Midtown S/C
3693 Shops @ Eastwood
3847 Oxford Exchange
3858 Dothan Pavillion
3867 South Dothan WMSC
3896 Pelican Place at Craft Farms
3915 WMSC Athens aka French Farms Pavilion
3917 Colonial Promenade Tannehill
3945 Midtown Village
3967 Wildwood Centre
4115 University Village - Colonial
4268 BROOKWOOD VILLAGE

4351 QUINTARD MALL
4403 WIREGRASS COMMONS
4750 Shops of Schillinger

4814 Oliver Creek Crossing
4846 Shoppes at East Chase, The
4850 Jubilee Square

4900 Valley Bend at Jones Farm
5059 River Ridge
5120 Mobile Festival Center
5138 Colonial Promenade at Trussville II
5277 Tiger Town
5331 Coosa Town Center
5359 Decatur Commons
5375 Edgemont Town Center
5512 Florence Center
5601 Colonial Promenade Alabaster

5618 Patton Creek
5722 Wal-Mart Plaza
5723 English Village
5726 Gateway Commons
5745 Redstone Ridge
5767 Saraland Shopping Center
5768 Rangeline Plaza

**SCHEDULE
3.5(b)(ii)**

LEASED PROPERTIES

Location Address1	Location Address2	Location City	State	Country	Zip Code	Lease Area	Current Term Start Date	Current Term End Date	Location Type	
800 East Dimond Boulevard		Anchorage	AK	USA	99515	1485	9/1/2004	8/31/2014	Mall	
320 West 5th Avenue, Suite 172		Anchorage	AK	USA	99501	1215	2/1/2007	1/31/2014	Strip	
32 College Road	Building M Space 12	Fairbanks	AK	USA	99701	1287	10/1/2008	1/31/2016	Mall	
419 Merhar Avenue	Suite A	Fairbanks	AK	USA	99701	1875	1/1/2011	1/31/2011	Strip	
1118 N. Muldoon Road Suite 165		Anchorage	AK	USA	99504	1300	8/12/2008	4/30/2014	Strip	
1867 E George Parks Way	Parks Hwy. & Wasilla Hwy.	Wasilla	AK	USA	99654	1300	2/27/2008	1/31/2014	Strip	
8535 Wewalk Dr.		Elmendorf AFB	AK	USA	99506	1080	10/4/2010	10/3/2012	Strip	
7941 Moffett Rd		Semmes	AL	USA	36575	1508	3/6/2006	3/31/2011	Strip	
3207 Bel Air Mall	Suite C-3	Mobile	AL	USA	36606	1200	1/1/2011	1/31/2011	Mall	
201 Riverchase Galleria		Birmingham	AL	USA	35244	1526	2/1/2010	1/31/2013	Mall	
1701 McFarland Blvd East #126	Space #B-5	Tuscaloosa	AL	USA	35405	1528	8/1/2006	7/31/2011	Mall	
301 Cox Creek Boulevard		Florence	AL	USA	35630	1346	6/1/2011	5/31/2012	Mall	
1068 Eastdale Mall		Montgomery	AL	USA	36117	1368	2/1/2000	1/31/2011	Mall	
5901 University Drive		Huntsville	AL	USA	35806	923	2/1/2010	1/31/2013	Mall	
2798 John Hawkins Prkway, # 120		Hoover	AL	USA	35244	1600	11/1/2010	10/31/2012	Strip	
5964 Chalkville Mountain Road		Birmingham	AL	USA	35235	2800	2/1/2009	1/31/2014	Strip	
790 Montgomery Hwy Ste. 106		Vestavia Hills	AL	USA	35216	1860	2/1/2008	1/31/2011	Strip	
41 Vaughn Lane		Pell City	AL	USA	35128	1400	10/1/2008	9/30/2013	Strip	
2414 Kimble Road	Suite J	Selma	AL	USA	36701	1800	2/1/2009	1/31/2014	Strip	
1961 Cobbs Ford Road		Prattville	AL	USA	36066	2100	2/1/2010	1/31/2012	Strip	
2200 Hwy 431	Ste F	Boaz	AL	USA	35957	1600	4/1/2009	3/31/2014	Strip	
1850 Cherokee Avenue SW	Suite A	Cullman	AL	USA	35055	1581	2/1/2010	1/31/2015	Strip	
North Memorial Pkwy @ Sparkman Drive	@ Sparkman Drive	Huntsville	AL	USA		1600	2/2/2006	1/31/2011	Strip	
977 Gilbert Ferry Rd., SE		Attalla	AL	USA	35954	1600	2/1/2011	1/31/2013	Strip	
6275 University Drive NW	# 28 A	Huntsville	AL	USA	35806	1800	1/1/2010	1/31/2012	Strip	
1199 Hwy 31 NW		Hartselle	AL	USA	35640	1600	2/1/2010	1/31/2013	Strip	
2108 South McKenzie Street	Suite Unit #5	Foley	AL	USA	36536	1365	1/12/2006	1/31/2011	Strip	
3691 Airport Boulevard	Suite 110	Mobile	AL	USA	36608	1960	2/1/2010	1/31/2011	Strip	
8525 Whitefield Avenue NE	Suite 115	Leeds	AL	USA	35094	1750	1/1/2010	12/31/2011	Strip	
1416 Highway 231 South		Troy	AL	USA	36081	1400	2/1/2010	1/31/2013	Strip	
685-A Shillinger Road South	Unit A	Mobile	AL	USA	36608	1200	2/1/2010	1/31/2012	Strip	
3889 East South Blvd.		Montgomery	AL	USA	36116	2500	2/1/2011	1/31/2013	Strip	
4638 Highway 231		Wetumpka	AL	USA	36092	2000	11/9/2006	1/31/2012	Strip	
1705 Highway 78 E	Suite 1100	Jasper	AL	USA	35501	2400	12/1/2010	11/30/2013	Strip	
969 Hwy 80 West Suite A		Demopolis	AL	USA	36732	1400	4/1/2010	3/31/2011	Strip	
9256 Parkway East, Suite C		Birmingham	AL	USA	35206	1500	7/22/2005	1/31/2016	Strip	
600 Boll Weevil Circle		Enterprise	AL	USA	36330	2550	10/21/2005	1/31/2011	Strip	
2239 Bessemer Road	Suite 14	Birmingham	AL	USA	35208	2150	10/14/2005	1/31/2011	Strip	
921 Ann St		Montgomery	AL	USA	36107	1500	10/13/2006	1/31/2012	Strip	
1632 Montclair Blvd	Shop A	-8	Birmingham	AL	USA	35210	2030	12/31/2007	1/31/2013	Strip
254 Oxford Exchange Boulevard		Oxford	AL	USA	36203	1600	1/24/2007	1/31/2013	Strip	
4521 Montgomery Hwy	Suite 2	Dothan	AL	USA		1500	9/20/2007	9/30/2012	Strip	

3255 South Oates Street		Dothan	AL	USA	36301	1200	4/26/2007	4/30/2012	Strip
Hwy 59 & Co. Rd. 4		Gulf Shores	AL	USA		1294	5/29/2007	5/31/2012	Strip
229 French Farm Blvd, Unit M		Athens	AL	USA		1500	7/19/2007	7/31/2012	Strip
4933 Promenade Pkwy Ste 147		McCalla	AL	USA	35022	1600	5/15/2008	7/31/2013	Strip
1800 McFarland Blvd East	Space 222	Tuscaloosa	AL	USA	35405	1816	11/1/2007	10/31/2012	Strip
223 Lakeshore Parkway	Suite 103	Birmingham	AL	USA	35209	1376	3/7/2008	3/31/2013	Strip
1627-28A OPELIKA ROAD Unit 28A		AUBURN	AL	USA	36830	862	8/1/2010	7/31/2012	Mall
765 BROOKWOOD VILLAGE Unit 205A		BIRMINGHAM	AL	USA	35209	1008	11/2/2001	11/30/2011	Mall
700 QUINTARD DRIVE SPACE 41 Unit 41		OXFORD	AL	USA	36203	1284	12/1/2010	1/31/2012	Mall
900 COMMON DRIVE Unit 37		DOTHAN	AL	USA	36303	1011	4/1/2009	1/31/2011	Mall
740 Schillinger Road Unit B-3		Mobile	AL	USA	36695	1200	3/1/2008	2/28/2013	Strip
NWC Atlanta Hwy & McLemore Road Unit									
Store #18		Montgomery	AL	USA	36117	1400	10/1/2007	9/30/2012	Strip
7040 Eastchase Parkway		Montgomery	AL	USA	36117	1515	2/1/2008	1/31/2013	Strip
6880 US Highway 90 Unit #6		Daphne	AL	USA	36526	1400	2/1/2008	1/31/2011	Strip
2750 Carl T. Jones Road SE Unit Suite 815		Huntsville	AL	USA	35802	1600	5/1/2008	4/30/2013	Strip
4616 Highway 280 Unit		Birmingham	AL	USA	35242	1450	11/1/2008	10/31/2013	Strip
Airport Blvd & Montimar Drive Unit 100 G		Mobile	AL	USA	36608	1500	3/1/2009	2/28/2014	Strip
5870 Trussville Crossing Blvd. Unit		Trussville	AL	USA	35173	1600	3/1/2009	2/29/2012	Strip
U.S. Highway 280 & I-85 Unit B-2		Opelika	AL	USA	36830	1500	10/1/2009	9/30/2011	Strip
300 E. Meighan Blvd. Unit		Gadsden	AL	USA	35903	1400	4/1/2010	3/31/2013	Strip
1605 Beltline Road SW Unit Suite D-4		Decatur	AL	USA	35601	1700	2/1/2010	1/31/2012	Strip
437 Greensprings Highway Unit 131		Homewood	AL	USA	35209	1200	2/1/2010	1/31/2013	Strip
366 Cox Creek Parkway Unit D		Florence	AL	USA	35630	1300	2/1/2010	1/31/2015	Strip
300 Colonial Promenade Parkway #3100		Alabaster	AL	USA	35007	1600	9/1/2010	8/31/2013	Strip
4421 Creekside Ave	Suite 113	Hoover	AL	USA	35244	1800	10/1/2010	1/31/2011	Strip
8572 Hwy 20 W, Unit Q		Madison	AL	USA	35758	1200	2/1/2008	1/31/2013	Strip
2812 Spring Ave SW		Decatur	AL	USA	35603	2000	5/1/2008	4/30/2011	Strip
3000 Pepperell Parkway, Suite 4		Opelika	AL	USA	36801	1400	9/1/2008	8/31/2013	Strip
11700 S. Memorial Parkway, SW		Huntsville	AL	USA		1538	3/1/2009	2/29/2012	Strip
1204 Shelton Beach Rd, Suite 4		Saraland	AL	USA	36571	1400	7/1/2010	6/30/2012	Strip
5300 Halls Mill Rd, Suite A		Theodore	AL	USA	36619	1500	10/1/2010	9/30/2013	Strip

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5770 Sylacuga Center	41176 Highway 280		Sylacuga	AL	USA	35150	1400	5/1/2010	4/30/2012	Strip
5851 Southgate Mall	519 Avalon Ave. Suite 39		Muscle Shoals	AL	USA	35661-2812	2700	8/16/2007	8/31/2012	Strip
5859 Hillcrest Center	91 Kelley Blvd 5500 McFarland Blvd. Ste 800		Millbrook	AL	USA	36054	1600	7/26/2007	1/31/2013	Strip
6636 SWM Northport	800		Northport	AL	USA	35476	1192	6/4/2010	6/30/2015	Strip
6687 SWM Gardendale	841 Odum Rd.		Gardendale	AL	USA	35071	1585	10/21/2010	1/31/2016	Strip
6747 SWM Fort Payne	1906 Glenn Blvd. Suite 100 Bldg 9214 Hutto Plaza 5th Ave		Ft. Payne	AL	USA	35968	2000	12/2/2010	1/31/2016	Strip
6824 Fort Rucker			Ft. Rucker Redstone Arsenal	AL	USA	36362	1000	10/4/2010	10/3/2012	Strip
6844 Redstone Arsenal										Strip
6847 Maxwell Gunter AFB	55 South Mitchell Street		Maxwell AFB	AL	USA		1200			Strip
7016 Westside Pavilion	6275 University Drive NW #	28 B	Huntsville	AL	USA	35806	5200	1/1/2010	1/31/2012	Strip
7021 Roebuck Center	9256 Parkway East, Suite C		Birmingham	AL	USA	35206	5039	7/22/2005	1/31/2016	Strip
7022 Airport Blvd	3691 Airport Blvd.	Suite 100	Mobile	AL	USA	36608	5000	2/1/2010	1/31/2011	Strip
7023 Prattville Plaza	1928 Cobbs Ford Road		Prattville	AL	USA	36066	5000	12/7/2004	12/6/2015	Strip
7043 Midtown Village	1800 McFarland Blvd East		Tuscaloosa	AL	USA	35405	3312	11/3/2007	11/30/2012	Strip
1021 Central Mall	5111 Roger Avenue		Ft. Smith	AR	USA	72903	852	8/29/2005	1/31/2011	Mall
1041 McCain Mall	3929 McCain Boulevard		Little Rock	AR	USA	72116	965	5/1/2007	4/30/2012	Mall
2510 Spring Creek Centre	637 E. Joyce Blvd.	Suite 108	Fayetteville	AR	USA	72703	1400	8/1/2008	7/31/2013	Strip
2526 Valley Park Center	3053 East Main St.	Suite B	Russellville	AR	USA	72802	1000	8/1/2008	7/31/2011	Strip
2527 Conway Commons	559 Elsinger Blvd.		Conway	AR	USA	72032	2000	3/1/2009	2/28/2014	Strip
2657 Magnolia Plaza	50 Hwy 79 Bypass N.	Suite K	Magnolia	AR	USA	71753	2477	2/1/2010	1/31/2013	Strip
2724 Clarksville Plaza	1229 Market Street	Suite 9	Clarksville	AR	USA	72830	1800	2/1/2009	1/31/2011	Strip
2879 Arkadelphia Center	112 W.P. Malone Drive	Suite I	Arkadelphia	AR	USA	71923	1500	2/1/2010	1/31/2011	Strip
2940 Mill Creek Plaza	2307 South Zero Street	Suite 104	Ft Smith	AR	USA	72901	1600	2/1/2010	1/31/2015	Strip
2947 Shops at Pine Bluff (The)	5401 S. Olive	Suite 100	Pine Bluff	AR	USA	71601	2520	7/1/2009	9/30/2012	Strip
3056 Rocky Branch S/C	3511 East Race Avenue	Suite 100	Searcy	AR	USA	72143	2500	8/1/2010	7/31/2013	Strip
3059 Texarkana Plaza	131 Arkansas Blvd		Texarkana	AR	USA	71854	1800	2/1/2010	1/31/2013	Strip
3193 Turner Place	1810 E Highland	Suite G	Jonesboro	AR	USA	72401	1750	2/1/2010	1/31/2013	Strip
3222 Centre at McCain East	4530 E. McCain	Suite 1	North Little Rock	AR	USA	72117	2600	9/1/2010	8/31/2013	Strip
3247 Berryville Retail Center	928 West Trimble Avenue	Suite C	Berryville	AR	USA	72616	2000	2/1/2010	1/31/2011	Strip
3324 Siloam Springs SWM	3195A US Hwy 412A		Siloam Springs	AR	USA	72761	1365	5/1/2010	1/31/2011	Strip
3438 Malvern Plaza	2300 Leopard Lane, Suite H		Malvern	AR	USA	72104	1600	9/1/2005	1/31/2011	Strip
3549 Porter Commons	3700 East State Highway 18 3000 E Highland Dr Suite 605	Space G	Blytheville	AR	USA	72315	1800	12/1/2005	1/31/2011	Strip
3937 The Mall @ Turtle Creek			Jonesboro	AR	USA	72401	1598	6/7/2007	6/30/2017	Strip
4409 Hot Springs Mall	Highway 7 South Unit A-11		Hot Springs	AR	USA	71913	1000	9/9/2002	9/30/2012	Mall
4810 Steele Crossing Shopping Center	3557 N. Shiloh Drive Unit 12319 Chenal Parkway Unit Suite B		Fayetteville	AR	USA	72703	1680	10/1/2007	1/31/2011	Strip
4864 Chenal Place			Little Rock	AR	USA	72211	2000	2/1/2008	1/31/2013	Strip
5546 Broadway Crossing	3231 Main Street Unit		Bryant	AR	USA	72022	1400	5/1/2010	4/30/2013	Strip
5878 West Pointe Shopping Center	2900 Kings Hwy.	Suite A050	Paragould	AR	USA	74250	2000	8/16/2007	8/31/2012	Strip
5906 Jacksonville Plaza Shopping Center	2050 John Harden Dr, Suite E		Jacksonville	AR	USA		1500	10/10/2007	1/31/2013	Strip
6532 SWM Meadow Park Plaza	1428 Hwy. 62-65 North Suite D		Harrison	AR	USA	72601	2000	10/14/2010	1/31/2016	Strip
6540 SWM Mabelvale Plaza	10215 Mabelvale Dr., Suite 151		Little Rock	AR	USA	72209	1440	9/30/2009	9/30/2014	Strip
		2203 Promenade Blvd Ste								
6557 Pinnacle Hills Promenade SWM Marketplace at West	2203 S. 45th Street	3120	Rogers West	AR	USA	72758	1640	10/14/2009	1/31/2015	Strip
6606 Memphis	798 W. Service Rd.		Memphis	AR	USA	72301	2000			Strip
6702 Crystal Hill Plaza	13220 Crystal Hill Rd		North Little Rock	AR	USA	72113	2200	11/11/2010	1/31/2016	Strip
6730 SWM Hot Springs M/P	4023 Central Ave		Hot Spring	AR	USA	71913	2525			Strip

6746 Eagle Mountain Center	17 Eagle Mountain Blvd.		Batesville	AR	USA	72501	1900	9/13/2010	9/30/2015	Strip
6793 SWM Mt. Home Plaza	1320 Hwy. 62		Mt. Home	AR	USA	72653	1500			Strip
6848 Little Rock AFB	668 Cannon Drive		Little Rock	AR	USA		1450	10/4/2010	10/3/2012	Strip
6911 Valley Village Plaza	2301 East Main Street		Russellville	AR	USA	72802	2202			Strip
379 Prescott Gateway	3250 Gateway Blvd.	Suite 354	Prescott	AZ	USA	86303	1407	1/1/2009	1/31/2014	Mall
381 Fiesta Mall	2104 Fiesta Mall		Mesa	AZ	USA	85202	1133	1/1/2009	1/31/2013	Mall
387 Chandler Fashion Center	3499 West Chandler Blvd #2328		Chandler	AZ	USA	85226	1122	1/1/2009	1/31/2013	Mall
416 Fry's Plaza	4345 W. Bethany Home Road		Glendale	AZ	USA	85301	1423	5/1/2008	4/30/2013	Strip
868 Tucson Place Community Center	405 East Wetmore Rd. #113		Tucson	AZ	USA	85705- 1700	1531	11/1/2009	10/31/2012	Strip
870 Broadway Center	5620 East Broadway Blvd.		Tucson	AZ	USA	85711	2130	10/1/2007	9/30/2012	Strip
876 Desert Sky Festival	7333 West Thomas Road		Phoenix	AZ	USA	85003	2035	10/1/2009	9/30/2011	Strip
886 Scottsdale Pavillion	8980 East Indian Bend, Suite D2		Scottsdale	AZ	USA	85250	2312	2/1/2011	1/31/2012	Strip
899 Mesa Grande	1639 South Stapley Dr. #102		Mesa	AZ	USA	85204	1832	12/1/2009	11/30/2011	Strip
901 Deer Valley Towne Center	3013 Aqua Fria Freeway, C1-C		Phoenix	AZ	USA	85027	1740	1/1/2010	12/31/2011	Strip
936 Metro Center	9617 North Metro Parkway West, # 1004		Phoenix	AZ	USA	85021	1221	1/1/2009	1/31/2013	Strip
1320 Park Mall	5870 East Broadway		Tucson	AZ	USA	85711	1366	9/1/2008	1/31/2013	Mall
1354 Flagstaff Mall	4650 N Highway 89	Suite C-12	Flagstaff	AZ	USA	86004	1526	1/1/2009	3/31/2014	Mall
1558 Arrowhead Festival	7350 Westville Road # 101		Glendale	AZ	USA	85308	1197	9/1/2007	8/31/2012	Strip
		Paradise Valley - Space No.								
1707 Paradise Valley	4550-164 East Cactus Road B	-58	Phoenix	AZ	USA	85032	801	1/1/2009	1/31/2013	Mall
1778 Campbell Plaza	2910 North Campbell Avenue		Tucson	AZ	USA	85719	1228	7/1/2010	6/30/2011	Strip
1844 Chris-Town	1703 W. Bethany Home Road	Suite 7	Phoenix	AZ	USA	85015	1140	6/7/2001	6/30/2011	Mall
1867 Arrowhead Towne Center	7700 West Arrowhead Towne Center	Suite 2046	Glendale	AZ	USA	85308	1064	1/1/2009	1/31/2013	Mall
2268 Copper Point	4030 West Ray Road, Suite 2		Chandler	AZ	USA	85226	1283	3/1/2008	2/28/2013	Strip
2272 Gateway Pavillions	10030 W. McDowell Road, # 130		Avondale	AZ	USA	85323	1505	4/1/2008	3/31/2013	Strip
2279 Northern Crossing	5707 West Northern Ave. 139 Williams Field Road, Suite 109	Suite 105	Glendale	AZ	USA	85301	1400	7/1/2010	1/31/2011	Strip
2402 Gilbert Fiesta			Gilbert	AZ	USA	85296	1200	6/1/2010	1/31/2011	Strip
2417 Cactus Comer	5016 W. Cactus Street	Suite C	Phoenix	AZ	USA	85304	1500	2/1/2009	1/31/2014	Strip
2472 Falcon Gateway	4545 E. McKellips	Suite 106	Mesa	AZ	USA	85215	1250	5/13/2009	5/12/2014	Strip
2568 Tuscano Town Center	7625 W. Lower Buckeye Road	# 115	Phoenix	AZ	USA	85043	1400	12/1/2009	1/31/2013	Strip
2577 Alma & Queen Creek Yuma Palms fka Yuma	2860 S. Alma School Rd.	Sutie 34	Chandler	AZ	USA	85248	1120	12/1/2008	11/30/2013	Strip
2664 Plains	1309 S. Yuma Palms Prkwy E	- O6	Yuma	AZ	USA	85364	2030	1/1/2010	1/31/2013	Strip

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2681	Legacy Village	2160 E. Baseline Road	Suite 122	Phoenix	AZ	USA	85042	1820	12/1/2009	1/31/2012	Strip
2760	Scottsdale Wal-Mart	15227 N. Northsight Blvd.	Suite 110	Scottsdale	AZ	USA	85260	1599	11/1/2009	10/31/2012	Strip
2796	Union Hills South	8151 West Union Hills Drive	Suite 115	Glendale	AZ	USA	85308	1363	2/3/2005	1/31/2011	Strip
2808	Nogales Plaza	354 Grand Court Plaza Drive		Nogales	AZ	USA	85628	3328	6/1/2009	5/31/2014	Strip
2837	Santan Gateway	1005 S Arizona Avenue	Ste. 8	Chandler	AZ	USA	85249	1400	8/1/2010	7/31/2012	Strip
2856	Casa Grande	1747 E Florence Blvd	Space # 103	Casa Grande	AZ	USA	85222-4763	1538	2/1/2010	1/31/2013	Strip
2860	Village Plaza	12611 N. Tatum Blvd		Phoenix	AZ	USA	85032	1050	1/1/2009	1/31/2011	Strip
2862	Arizona Pavilions	8260 N. Cortaro Road	Suite 182	Marana	AZ	USA	85743	1540	4/16/2004	4/15/2014	Strip
		1656 W, Valencia Rd Suite									
2929	Midvale Park	Valencia Rd & S. Midvale Park Rd.	100	Tucson	AZ	USA	85746	1680	7/25/2008	7/31/2013	Strip
2950	15 Desert Sky Esplanade	7515 W Encanto Blvd	Suite 4	Phoenix	AZ	USA	85035	1891	12/1/2009	11/30/2011	Strip
3081	Village at Boulders	1260 Gayle Gardner		Prescott	AZ	USA	86305	1400	3/30/2006	3/31/2011	Strip
3283	Superstition Gateway	Signal Butte Rd, & US 60		Mesa	AZ	USA		1130	11/6/2006	1/31/2012	Strip
3284	Madera Marketplace	18690 South Nogales Hwy	Space #124	Sahuarita	AZ	USA		1462	9/29/2007	1/31/2018	Strip
3311	Douglas Retail Center	3rd Street & Chirichua Street		Douglas	AZ	USA	85607	2000	9/9/2006	9/30/2011	Strip
3362	The Groves	1320 West Elliott	Ste. 104	Tempe	AZ	USA	85284	1170	6/1/2010	5/31/2013	Strip
3378	Estrella Marketplace	I-10 @ Estrella Parkway		Goodyear	AZ	USA	85338	1500	3/18/2008	1/31/2014	Strip
3482	Bullhead City	2840 Highway 95	Suite 202	Bullhead City	AZ	USA	86442	1500	11/11/2005	1/31/2011	Strip
3578	1766 S Greenfield Road	1766 S. Greenfield Rd		Mesa	AZ	USA	85206	1450	2/23/2006	2/28/2011	Strip
3663	Woodlands Village			Flagstaff	AZ	USA		1485			Strip
3666	Pecan Promenade	NEC 99th Avenue & Lower Buckeye		Phoenix	AZ	USA		1200	10/26/2006	10/31/2011	Strip
3674	Tempe Marketplace	2040 East Rio Salado Parkway	Suite 110	Tempe	AZ	USA	85281	1350	10/18/2007	1/31/2013	Strip
3712	Sundance T/C	946 S Watson Rd, Suite 102		Buckeye	AZ	USA	85326	1482	8/2/2007	1/31/2013	Strip
4032	Superstition Springs Center	6555 E. Southern Ave. Unit L-4		Mesa	AZ	USA	85206	1008	1/1/2009	1/31/2013	Mall
4060	MALL AT SIERRA VISTA	2200 EL MERCADO LOOP Unit 1132		SIERRA VISTA	AZ	USA	85635	983	1/1/2010	1/31/2011	Mall
4095	Scottsdale Fashion Square	7014-2121 E. Camelback Rd. Unit 2121		Scottsdale	AZ	USA	85251	765	1/1/2009	12/31/2016	Mall
4518	ARIZONA MILLS	5000 ARIZONA MILLS CIRCLES Unit 537		TEMPE	AZ	USA	85282	1256	12/1/2007	1/31/2015	Mall
4595	TUCSON MALL	4500 NORTH ORACLE ROAD Unit 167		TUCSON	AZ	USA		1927	11/17/2008	1/31/2016	Mall
4689	DESERT PALMS POWER CENTER	3833 E. THOMAS RD. Unit A-6		PHOENIX	AZ	USA	85018	1205	9/1/2006	8/31/2011	Strip
4710	Crossroads Festival Shopping Center	4811 E. Grant Rd. Unit 105		Tucson	AZ	USA	85712	1210	11/1/2009	10/31/2012	Strip
4714	West Point Crossing	1197 W. Irvington Rd. Unit 101		Tucson	AZ	USA	85714	1421	10/31/2001	10/31/2011	Strip
4739	Arrowhead Palms	16879 N. 75th Ave. Unit 102		Peoria	AZ	USA	85382	1585	9/1/2010	8/31/2011	Strip
4740	Val Vista Towne Center	1385 E. Wamer road Unit Suite 2		Gilbert	AZ	USA	85296	1200	3/1/2008	2/28/2011	Strip
4741	Foothills Park Place	4802 E. Ray Road Unit F-13/ Suite 7		Phoenix	AZ	USA	85044	1388	8/1/2007	7/31/2012	Strip
4742	Paradise Valley Marketplace	10810 N. Tatum Blvd. Unit 116		Phoenix	AZ	USA	85028	1015	12/1/2008	11/30/2011	Strip
4752	Peoria Crossing	NWC 91st & Northern Agua Fria Freeway		Peoria	AZ	USA	85345	1500	3/1/2008	2/28/2013	Strip
4761	Palmilla Center	Loop 101 Unit		Peoria	AZ	USA	85345	1500	3/1/2008	2/28/2013	Strip
4763	Red Mountain Gateway	13070 W. Rancho Santa Fe Blvd. Unit C-5		Avondale	AZ	USA	85323	1500	9/1/2010	8/31/2012	Strip
5014	Foothills Mall, The	2015 N Power Road Unit 104		Mesa	AZ	USA	85215	1373	12/1/2007	11/30/2012	Strip
5107	Old Spanish Trail Crossing	7475 LaCholla Unit Suite K-110		Tucson	AZ	USA	85743	1200	8/1/2009	7/31/2014	Strip
5208	Yuma Palms	22nd & Harrison Blvd. Unit 1418 S. Yuma Palms Parkway Unit H-08		Tucson	AZ	USA	85748	1400	8/1/2010	1/31/2011	Strip
5222	Gilbert Gateway	4980 S. Power Road Unit Suite 101		Gilbert	AZ	USA	85236	1167	4/1/2010	3/31/2013	Strip

5223	Crossroads Town Center	3841 S. Gilbert Road Unit Suite 104		Gilbert	AZ	USA	85296	1167 7/1/2010	6/30/2012	Strip
5236	Happy Valley Towne Center	2501 Happy Valley Road Unit Suite 32-1000		Phoenix	AZ	USA	58027	1350 3/1/2010	2/28/2013	Strip
5423	Metro Power Center	9620 North Metro Parkway Unit 141		Phoenix	AZ	USA	85051	1800 3/1/2010	2/28/2011	Strip
5433	Sierra Vista Outparcel (plaza Vista)	439 N. Hwy 90 Suite E Frye Road and Galleria Way Unit B101		Sierra Vista	AZ	USA	85635	1200 3/1/2010	8/31/2011	Strip
5547	Chandler Village			Chandler	AZ	USA	85226	1470 8/1/2010	7/31/2011	Strip
5572	Safeway Plaza	3930 Stockton Hill Road		Kingman	AZ	USA	86409	1440 6/1/2010	5/31/2013	Strip
5614	San Tan Village	2795 S. Market Street Unit 3070	Ste 109	Gilbert	AZ	USA	85296	1195 2/1/2011	1/31/2013	Strip
5815	Woodlands Village	2700 S Woodlands Village 21391 North Lake Pleasant Parkway	Suite 260	Flagstaff	AZ	USA	86001	1965 9/25/2007	7/31/2012	Strip
5966	Camino A Lago M/P		Suite 1800	Peoria	AZ	USA	85382	1392 10/2/2008	1/31/2014	Strip
5968	Eastpointe Marketplace	6970 East 22nd Street A 118		Tucson	AZ	USA	85710	1204 2/3/2008	2/2/2013	Strip
5993	Bell Towne Center	475 East Bell Rd. Suite 160	Shops K	Phoenix	AZ	USA	85022	1238 12/11/2008	1/31/2015	Strip
5994	SWM at Country Club & Baseline	350 W. Baseline Rd. Suite 101		Mesa	AZ	USA	85210	1280 10/30/2008	1/31/2014	Strip
6128	The Shops at Lake Havasu	5601 North State Route 95 10240 N. 43rd and Peroia Ave. Suite 1	Space #808	Havasu City	AZ	USA	86404	1840 10/2/2008	1/31/2019	Strip
6195	Glendale Town Center			Glendale	AZ	USA	85302	1497 9/18/2008	9/30/2013	Strip
6197	Oro Valley	2060 E. Tangerine Rd Suite 162	Tangerine Road & Oracle Road	Oro Valley	AZ	USA	85737	1480 2/19/2009	1/31/2015	Strip
6282	Desert Ridge Marketplace	21001 N Tatum Blvd Ste 38- 1322	freeway	Phoenix	AZ	USA	85260	1742 12/11/2008	1/31/2014	Strip
6450	Maryvale Plaza	5215 W. Indian School Rd. 480 N. Hwy 90 Bypass Suite A3	Suite 102	Phoenix	AZ	USA	85031	1460 3/26/2009	3/31/2014	Strip
6678	SWM Sierra Vista	4431 S. White Mountain Rd. Suite C-4	Space 102 Bldg A	Sierra Vista	AZ	USA	85635	1440 11/23/2010	1/31/2016	Strip
6769	Park Pineway Plaza			Show Low	AZ	USA	85901	1200 12/1/2010	11/30/2015	Strip
6832	Luke AFB	7282 N. 137th Ave.		Luke	AZ	USA	85309	1000 10/4/2010	10/3/2012	Strip
6833	Davis Montham AFB	3500 S. Craycroft Rd.		Tucson	AZ	USA	85707	1100 10/4/2010	10/3/2012	Strip
6835	Fort Huachuca	52025 Bldg		Sierra Vista	AZ	USA	85613	1200 10/4/2010	10/3/2012	Strip
6855	MCAS Yuma	PO BOX 99132		Yuma	AZ	USA	85369	871		Strip
KONG	Kongregate Headquarters	545 Mission St.		San Francisco	CA	USA	94105	5297 12/20/2010	12/31/2013	Office
167	Sun Valley Mall	117 Sun Valley Mall	Willow Pass Road	Concord	CA	USA	94520	1350 2/1/2010	1/31/2011	Mall
189	Montclair Plaza	5116 Montclair Plaza Lane		Montclair	CA	USA	91763	1337 6/15/2001	1/31/2012	Mall
222	Del Amo Fashion Square	205 Del Amo Fashion Square		Torrance	CA	USA	90503	1500 2/1/2008	1/31/2015	Mall
337	Plaza Bonita	3030 Plaza Bonita Rd.	Store #2024	National City	CA	USA	91950	1800 2/1/2005	1/31/2012	Mall
341	Santa Rosa Plaza	1005 Santa Rosa Plaza 510 Hacienda Drive, Suite 101		Santa Rosa	CA	USA	95401	1465 5/1/2010	4/30/2013	Mall
423	Vista Town Center			Vista	CA	USA	92083	1484 7/22/2010	7/31/2012	Strip
425	Mission Marketplace	467-7 College Blvd		Oceanside	CA	USA	92057	1900 4/8/2007	4/7/2012	Strip

434 El Cerrito Plaza
444 Alhambra Courtyard S/C
446 El Cajon - Target Center
455 Carson Depot S/C
468 Commerce S/C
502 Glendale Galleria
512 Parkway Plaza
514 Plaza Bonita
690 Serra Center
692 Pleasant Hill Shopping Center
693 Westgate Mall
695 Fremont Hub
696 San Antonio Center
698 RENEWAL WINFIELD SC
702 Hilltop Plaza
711 The Promenade
715 Vacaville Commons
717 Brown Ranch Marketplace
738 Sunrise Festival Shopping Center
746 Coddington Mall
748 College Square Shopping Center
754 Merced Mall
758 Laguna Crossroads
793 Towne Square Shopping Center
796 Cerritos Town Center
800 Michael's Plaza
801 Puente Hills Town Center
812 3600 Stevens Creek
818 Terra Vista Town Center
825 The Plant
828 Shopping at the Rose
829 Hastings Village Shopping Center
834 Fullerton Metro Center
835 Brea Plaza
837 Marshall's Montclair Center
852 Eastland Shopping Center
853 Long Beach Towne Center
862 The Quad at Whittier
864 Bridgecourt
866 The Marketplace at Palmdale
869 Escondido Promenade
874 Clairemont Town Square
880 Crossroads at Santa Maria
892 Hacienda Crossings
893 Northridge Grove Shopping Center
905 The Marketplace 3/Irvine
916 Loma Square
917 The Village Center
929 Ming Plaza
934 Sequoia Station
942 Discovery Village Shopping Center
943 Temecula Power Center
991 Butterfield Valley Village
993 Southbay Pavillion

1010 Montebello Town Center
1050 Southland Mall
1055 Arden Fair
1068 Oakridge Mall
1082 Solano Mall
1096 Westfield Culver City f/k/aFoxHills Mall
1119 Vintage Faire Mall
1151 Capitola Mall
1154 Sierra Vista Mall
1167 Palm Desert Town Center
1183 Mall of Victor Valley
1212 Sunrise Mall
1214 Antelope Valley Mall
1216 Bayshore Mall
1228 New Park Mall
1235 Sherwood Mall
1246 South Coast Plaza
1259 Mall at Yuba City (The)
1267 County East Mall/Somersville Town Center
1296 Inland Center
1301 Moreno Valley Mall (GS)
1322 Mt. Shasta Mall
1323 Chico Mall
1346 Visalia Mall

LEASED PROPERTIES

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3050 El Cerrito Plaza		El Cerrito	CA USA	94530 1200	2/1/2009	1/31/2014	Strip
333 E. Main St., Suite A		Alhambra	CA USA	91801 1300	8/30/2007	8/29/2012	Strip
318 Broadway		El Cajon	CA USA	92021 1200	2/1/2011	1/31/2014	Strip
214 East Sepulveda Blvd.		Carson	CA USA	90745 1180	7/1/2007	6/30/2012	Strip
5716 E. Whittier Blvd.		Commerce	CA USA	90022 1000	9/1/2007	8/31/2012	Strip
2148 Glendale Galleria		Glendale	CA USA	91210 1819	2/1/2008	1/31/2013	Mall
399 Parkway Plaza		El Cajon	CA USA	92020 954	2/1/2010	1/31/2011	Mall
3030 Plaza Bonita Road		National City	CA USA	91950 927	5/1/2000	1/31/2011	Mall
4929 Junipero Serra Blvd.		Colma	CA USA	94014 2000	2/1/2011	1/31/2014	Strip
552 Contra Costa Blvd.		Pleasant Hill	CA USA	94523 1943	2/1/2008	1/31/2013	Strip
1546 Saratoga Ave.	# 303	San Jose	CA USA	95129 1235	7/1/2008	6/30/2011	Strip
39012 Fremont Hub	Unit 121	Fremont	CA USA	94538 1506	10/1/2008	9/30/2011	Strip
510 Showers Drive	Space 1 Bldg A	Mountain View	CA USA	94040 1800	2/20/2006	2/19/2011	Strip
966 Blossom Hill Road		San Jose	CA USA	95123 2600	2/1/2006	1/31/2011	Strip
3800 Klose Way		Richmond	CA USA	94804 1220	2/1/2009	1/31/2011	Strip
3501 McHenry Avenue	Su. A4, Unit 34-2	Modesto	CA USA	96356 900	6/1/2006	5/31/2011	Strip
2040-A Harbison Drive		Vacaville	CA USA	95687 1600	7/1/2006	1/31/2012	Strip
3555 Clares Street, Suite GG		Capitola	CA USA	95010 1208	3/1/2010	2/29/2012	Strip
7945 Greenback Lane		Citrus Heights	CA USA	95610 1824	1/1/2010	1/31/2012	Strip
355 Coddington Mall		Santa Rosa	CA USA	95401 960	5/1/2005	4/30/2015	Strip
915 W. March Lane		Stockton	CA USA	95207 1238	12/1/2008	11/30/2013	Strip
670 Merced Mall		Merced	CA USA	95348 1150	9/2/2004	9/30/2012	Strip
7717 Laguna Blvd., Suite 300		Elk Grove	CA USA	95758 1400	3/1/2008	2/28/2013	Strip
3181 West Shaw		Fresno	CA USA	93711 1200	1/1/2011	1/31/2011	Strip
17550 Bloomfield Avenue, Suite F		Cerritos	CA USA	90703 1205	12/1/2007	1/31/2012	Strip
10333 Magnolia Avenue		Riverside	CA USA	92505 1238	12/1/2009	1/31/2013	Strip
17420 E. Colima Road		Rowland Heights	CA USA	91748 1782	12/1/2006	11/30/2011	Strip
3600 Stevens Creek Boulevard		San Jose	CA USA	95117 4000	10/1/2002	2/28/2015	Strip
10730 Foothill Blvd. #140		Rancho Cucamonga	CA USA	91730 1669	10/1/2009	9/30/2011	Strip
8000 Van Nuys Blvd.		Van Nuys	CA USA	91361 1470	1/1/2010	1/31/2012	Strip
2051 N. Rose Avenue, Suite 140		Oxnard	CA USA	93030 1828	1/1/2010	12/31/2014	Strip
3401 East Foothill Blvd.		Pasadena	CA USA	91107 900	1/1/2007	12/31/2011	Strip
126 W. Orangethorpe Ave.		Fullerton	CA USA	92831 1550	12/18/2010	1/31/2013	Strip

477 S. Associated Rd., Suite C		Brea	CA USA	92821 1971	11/1/2009	10/31/2011	Strip
9015-B Central Ave.		Montclair	CA USA	91763 1105	12/1/2008	1/31/2012	Strip
2648 East Workman Avenue	# 3007	West Covina	CA USA	91791 1049	4/1/2010	3/31/2011	Strip
7573 Carson Blvd.		Long Beach	CA USA	90822 1297	9/1/2009	1/31/2011	Strip
13502 Whittier Blvd., Suite A-2		Whittier	CA USA	93455 1400	11/1/2008	1/31/2012	Strip
3980 Hollis Street		Emeryville	CA USA	94608 1550	2/1/2011	1/31/2013	Strip
39450 10th Street West		Palmdale	CA USA	93550 1700	1/1/2008	1/31/2013	Strip
1250 Auto Parkway		Escondido	CA USA	92029 1243	9/1/2010	8/31/2012	Strip
3952 E. Clairemont Mesa Blvd.		San Diego	CA USA	92117 1272	11/1/2010	10/31/2012	Strip
2204 South Bradley Road	Suite D-6	Santa Maria	CA USA	93455 1600	11/1/2010	10/31/2013	Strip
4920 Dublin Blvd.		Dublin	CA USA	94568 1446	3/1/2010	2/29/2012	Strip
9060 Tampa Avenue		Northridge	CA USA	91324 2140	12/1/2009	11/30/2011	Strip
13210 Jamboree Road		Irvine	CA USA	92602 1224	12/1/2010	1/31/2011	Strip
3357 Rosecrans Street, Suite 1-C		San Diego	CA USA	92110 1625	2/1/2011	1/31/2013	Strip
12624 Amargosa Road, Suite B		Victorville	CA USA	92392 1600	2/1/2009	1/31/2014	Strip
3743 Ming Avenue		Bakersfield	CA USA	93309 1326	2/1/2009	1/31/2014	Strip
1063 El Camino Real		Redwood	CA USA	94063 1142	1/21/2009	1/31/2012	Strip
909 Dana Drive,	Suite 2E	Redding	CA USA	96003 1323	9/1/2006	10/31/2011	Strip
40464 Winchester Rd.		Temecula	CA USA	92591 1585	5/1/2010	4/30/2012	Strip
25073 Sunnymead Blvd., Suite D-12		Moreno Valley	CA USA	1200	2/1/2008	1/31/2013	Strip
20810 Avalon Blvd.		Carson	CA USA	90746 1114	3/1/2008	2/28/2013	Strip
1715 Montebello Town Cntr		Montebello	CA USA	90640 1200	12/1/2008	11/30/2011	Mall
One Southland Mall #96		Hayward	CA USA	94545 2574	9/9/2009	8/31/2016	Mall
1689 Arden Way	Suite #2080	Sacramento	CA USA	95815 1065	12/15/2000	1/31/2011	Mall
105 Oakridge Mall	#D15	San Jose	CA USA	95123 1486	2/1/2005	1/31/2013	Mall
1350 Travis Boulevard		Fairfield	CA USA	94533 1565	2/1/2009	1/31/2012	Mall
6000 Sepulveda Blvd. Suite 1521		Culver City	CA USA	90230 1672	9/22/2006	1/31/2014	Mall
3401 Dale Road	Suite 471	Modesto	CA USA	95356 1028	1/1/2009	1/31/2013	Mall
1855 41st Avenue	Unit C13	Capitola	CA USA	95010 1385	1/1/2009	1/31/2014	Mall
1050 Shaw Avenue		Clovis	CA USA	93612 1672	2/1/2008	1/31/2013	Mall
72840 Highway 111, # A-113		Palm Desert	CA USA	92260 1528	2/1/2003	1/31/2013	Mall
14440 Bear Valley Rd.		Victorville	CA USA	92392 1582	1/1/2009	11/30/2017	Mall
6041 Sunrise Mall		Sacramento	CA USA	93610 1310	2/1/2001	1/31/2011	Mall
1233 West Avenue P		Palmdale	CA USA	93551 1290	12/1/2005	1/31/2011	Mall
3300 Broadway		Eureka	CA USA	95501 865	2/1/2001	1/31/2011	Mall
New Park Mall # 2045		Newark	CA USA	94560 882	2/1/2003	1/31/2013	Mall
5308 Pacific Avenue		Stockton	CA USA	95207 1084	2/1/2007	1/31/2012	Mall
3333 Bristol Street	# 2052	Costa Mesa	CA USA	92626 1210	6/30/2006	1/31/2017	Mall
1201-D Colusa Avenue		Yuba City	CA USA	95991 1185	2/1/2007	1/31/2012	Mall
2550 Somersville Road		Antioch	CA USA	94509 956	1/1/2009	12/31/2012	Mall
222 Inland Center Drive	Space #418	San Bernardino	CA USA	92408 933	1/1/2009	1/31/2013	Mall
22500 Town Circle #2153		Moreno Valley	CA USA	92553 1000	6/1/2007	5/31/2017	Mall
900 Dana Drive Suite #C14		Redding	CA USA	96003 1140	11/1/2008	10/31/2011	Mall
1950 E. 20th Street		Chico	CA USA	95928 1349	2/1/2011	1/31/2012	Mall
2155 S. Mooney Blvd		Visalia	CA USA	93277 1302	2/1/2010	1/31/2011	Mall

2362 Taylor Center	2820 Marconi		Sacramento	CA USA	95821 2559	6/1/2008	5/31/2011	Strip
2364 Magnolia Center	221 South Magnolia Avenue		Anaheim	CA USA	92804 1150	4/3/2008	4/2/2013	Strip
2365 Magnolia & Warner	9025 Warner Avenue	Suite C	Fountain Valley	CA USA	92708 1275	6/1/2008	5/31/2011	Strip
2366 Newland Center	19740 Beach Boulevard 11457 South Street, Space		Huntington Beach	CA USA	92648 1216	5/1/2008	4/30/2011	Strip
2367 Cerritos Town Center	A-1 3972 Barranca Parkway, Suite B		Cerritos	CA USA	90703 1579	2/1/2008	1/31/2013	Strip
2368 The Crossroads	8764 Washington Boulevard, Bldg C-7B		Irvine	CA USA	92606 2100	5/19/2009	7/31/2013	Strip
2370 Pico Town Center			Pico Rivera	CA USA	90660 1500	6/1/2008	5/31/2013	Strip
2371 Santee Trolley	9836 Mission Gorge, Suite B		San Diego	CA USA	92071 1471	4/1/2008	3/31/2013	Strip
2375 Anaheim Town Center Sq.	2004 East Lincoln Avenue		Anaheim	CA USA	92806 2910	1/1/2011	1/31/2014	Strip
2376 Berkley Square	984 East Badillo, Suite C		Covina	CA USA	91724 1210	2/1/2009	1/31/2014	Strip
2379 Norwalk Town Center	13925 A Pioneer Boulevard		Norwalk	CA USA	90650 3000	3/1/2008	2/28/2013	Strip
2380 Trussville S/C	1715 E. Katella Avenue	Unit B	Orange	CA USA	92867 1531	2/1/2009	1/31/2012	Strip
2393 Bristol & Segerstom	2860 South Bristol Street	Suite B	Santa Ana	CA USA	92707 1250	2/1/2009	1/31/2014	Strip
2394 Broadway & Oxford	1218 Broadway Avenue	Suite 103	Chula Vista	CA USA	91910 1500	11/1/2008	10/31/2013	Strip
2395 Carmel Mountain Ranch	11865 Carmel Mountain Road, Suite 1107		San Diego	CA USA	92128 1600	4/1/2008	3/31/2013	Strip
2397 Elverta Landing	4141 Elverta Road	Suite 101	Antelope	CA USA	95843 1148	6/1/2008	5/31/2013	Strip
2399 Home Depot Plaza	1485 E. Valley Parkway, Suite A-6		Escondido	CA USA	92027 1020	9/1/2010	8/31/2012	Strip
2400 4th Street & C	20 Third Avenue	Suite 200	Chula Vista	CA USA	91910 1200	2/1/2010	1/31/2012	Strip
2406 Liberty Plaza	8330 Long Beach Blvd		Southgate	CA USA	90280 1722	5/1/2008	4/30/2011	Strip
2432 Power Center/Target	186 North 12th Avenue	Suite 109	Hanford	CA USA	1700	11/1/2009	1/31/2013	Strip
2436 Los Coyotes & Spring	5900 East Spring Street	Ste 1	Long Beach	CA USA	90815 1500	9/1/2008	8/31/2013	Strip
2438 Paramount & Del Amo	4941 Paramount Blvd.		Lakewood	CA USA	90712 1585	12/1/2009	1/31/2011	Strip
2439 Artesia & Prairie	3961 Artesia Boulevard		Torrance	CA USA	90504 1600	2/1/2009	1/31/2012	Strip
2440 Target @ Riverside	2851 Canyon Springs Pkwy 1685 W. Pacific Coast Highway	Suite 1	Riverside	CA USA	92507 1501	2/1/2010	1/31/2013	Strip
2441 Pacific Coast Plaza		Suite B	Harbor City	CA USA	90710 1200	5/1/2009	4/30/2012	Strip
2459 Lakeshore Plaza	1501 Sloat Boulevard	Suite C	San Francisco	CA USA	94132 1192	7/6/2008	7/5/2013	Strip
2469 Calvine Crossing Atlantic Crossing /	8250 Calvine Road	Suite D	Sacramento	CA USA	95823 1786	3/1/2009	2/28/2014	Strip
2470 Lynwood Plaza	10919 Atlantic Avenue		Lynwood	CA USA	90262 1260	8/1/2008	7/31/2011	Strip
2471 El Monte Center	11912 Valley Boulevard	Suite C	El Monte	CA USA	91732 1200	7/1/2008	6/30/2013	Strip
2473 Dublin Place	7196 Amador Plaza Road		Dublin	CA USA	94568 1950	2/1/2009	1/31/2014	Strip

**LEASED
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2497 Bell Gardens Marketplace	6939 D. Eastern Avenue		Bell Gardens	CA USA	90201	1190	2/1/2009	1/31/2012	Strip
2504 Centre @ La Quinta	79405 Hwy 111	Space S-3	La Quinta	CA USA	92253	1600	1/1/2009	12/31/2013	Strip
2506 Nordahl Marketplace	751 Center Drive	Suite 9B-2	San Marcos	CA USA	92069	1504	1/1/2009	12/31/2013	Strip
2508 Woodman - Van Nuys	9700 Woodman	Suite 20A	Arleta	CA USA	91331	1499	12/1/2008	1/31/2012	Strip
2515 Broadstone Plaza	2779 E. Bidwell	Suite 100	Folsom	CA USA	95630	1411	11/1/2008	10/31/2013	Strip
2534 Downey Center	12138 Lakewood Blvd		Downey Huntington Park	CA USA	90242	1200	1/12/2006	1/31/2011	Strip
2535 Florence & Mountain Veiw Montebello S/C / Beverly & 2539 Garfield	2902 Florence Ave. E. 2900 W. Beverly Blvd.	Unit 100 Suite E	Montebello	CA USA	90255	1500	4/1/2009	3/31/2012	Strip
2593 Gage Village	1401 E Gage Avenue	Ste B	Los Angeles	CA USA	90001	1000	11/1/2008	10/31/2011	Strip
2600 North Valley Plaza	855 East Avenue, Ste. 240		Chico	CA USA	95926	1280	11/1/2008	10/31/2011	Strip
2601 University Mall	825 Russell Blvd., Ste. 23 3472 Ceasar E. Chavez Ave.		Davis	CA USA	95616	1245	12/1/2008	11/30/2011	Strip
2624 Ceasar Chavez			Los Angeles	CA USA	90063	1500	10/1/2008	9/30/2011	Strip
2629 Imperial Valley	3451 S. Dogwood Avenue		El Centro	CA USA	92243	1242	3/9/2005	3/31/2015	Mall
2630 Sunset & St. Andrews	5533 Sunset Blvd.		Hollywood	CA USA	90025	1520	2/1/2010	1/31/2013	Strip
2631 The Marketplace	2633 Foothill Blvd		La Crescenta	CA USA	91214	1050	2/1/2009	1/31/2012	Strip
2641 Packwood Shopping Center	4237 S. Mooney Blvd. 120 W. Baseline Street, # B	# P 2	Visalia	CA USA	93277	1278	10/1/2009	9/30/2013	Strip
2661 Rialto Center			Rialto	CA USA	92376	1420	2/1/2010	1/31/2013	Strip
2662 Citrus Plaza	27512 Lugonia Avenue	Suite B2-F	Redland	CA USA	92374	1500	1/1/2010	12/31/2012	Strip
2675 Metro Center	37 Colma Blvd.		Colma	CA USA	94014	2340	2/1/2009	1/31/2011	Strip
2690 Corona Crossing	2620 Tuscany Street #102		Corona	CA USA	92881	3000	2/1/2010	1/31/2012	Strip
2720 Las Positas / Livermore S/C	2221 Las Positas Rd	Suite G-01	Livermore	CA USA	94551	1400	2/1/2005	1/31/2011	Strip
2721 Tracy Pavillion Edgewood Plaza/Azusa Ave & Gladstone St 1311 2737 Gladstone Street	2531 Naglee Road		Tracy	CA USA	95304	1300	2/1/2010	1/31/2012	Strip
2747 Panda Roseville Center	1450 Lead Hill Boulevard	Suite 100	Roseville	CA USA	95661	1500	2/1/2010	1/31/2012	Strip
2749 Eastlake Terrace	2127 Olympic Parkway	Suite 1004	Chula Vista	CA USA	91914	1500	6/1/2009	5/31/2012	Strip
2758 Northpointe Shopping Center	3801 Pelandale Avenue 920 Pleasant Grove Blvd #2G	Suite E-9	Modesto	CA USA	95356	2380	5/1/2010	4/30/2012	Strip
2781 Wal-Mart at Roseville Plaza Del Lago aka Panda			Roseville	CA USA	95678	2000	5/12/2006	5/31/2011	Strip
2817 Tulare Center	1212 E. Prosperity Avenue	Space A-5	Tulare	CA USA	93274	1600	9/30/2009	9/30/2014	Strip
2838 Pacific Commons	43558 Christy Street		Fremont	CA USA	94538	1618	2/10/2005	3/31/2015	Strip
2925 Dixon Wal-Mart	105 East Dorset Drive	Ste A	Dixon San Luis Obispo	CA USA	95620	1500	12/1/2010	1/31/2011	Strip
2978 SLO Promenade San Juan & Northgate / 2990 Natomas Gardens	487 Madonna Road 3645 Northgate Blvd	# 4 # 2	Sacramento	CA USA	93405	1876	2/1/2010	1/31/2012	Strip
3010 Palmdale / Destination O-8	39904 10th Street West	Suite A	Palmdale	CA USA	93551	1567	3/1/2010	2/29/2012	Strip
3057 Moreno Valley Plaza	12761 Moreno Beach Drive		Moreno Valley	CA USA	92555	1510	4/3/2006	4/29/2013	Strip
3060 Crossroads Plaza	1113 Imperial Avenue West	Suite 102	Calexico	CA USA	92231	1800	7/1/2010	6/30/2012	Strip
3079 Eastridge Mall	2200 Eastridge Loop	Suite 2087	San Jose	CA USA	95122	1125	8/18/2005	1/31/2016	Mall
3117 Southland Plaza	635 Saturn Blvd. Suite A		San Diego	CA USA	92154	1800	8/1/2008	7/31/2013	Strip
3187 Brea Union Plaza	2515 Imperial Hwy Harter Rd & Colusa Highway	Suite B	Brea	CA USA	92821	1200	1/12/2010	1/31/2011	Strip
3200 Yuba City Marketplace			Yuba City	CA USA		1950	5/18/2006	1/31/2012	Strip
3201 Whittwood T/C	15524 Whittier Blvd.	Building 8	Whittier	CA USA	90603	1456	6/9/2005	6/30/2012	Strip
3331 Buena Park	Beach & Orangethorpe		Buena Park	CA USA		1500	4/20/2006	4/30/2011	Strip
3352 Ross Center	19203 Ventura Blvd.		Tarzana	CA USA	91556	2300	5/1/2008	4/30/2013	Strip
3385 Del Mar Highlands	3545 Del Mar Heights Rd.	# C -6	San Diego	CA USA	92130	1065	9/1/2010	8/31/2013	Strip
3411 Stevens Creek Crossroads @ RiverbankTarget Home Depo 2441 Claribel 3419 Road	20735 Stevens Creek Blvd	Ste. D Suite H	Cupertino Riverbank	CA USA	95014	991	9/1/2010	8/31/2012	Strip
3448 Commons @ La Verne	1610 Foothill Blvd		La Verne	CA USA	91750	1300	5/22/2008	5/31/2013	Strip
3478 Red Bluff Wal-Mart	955 South Main Street		Red Bluff	CA USA	96080	1500	6/8/2006	6/30/2011	Strip

3483 San Jose Market Center	SEC W Taylor St & Coleman Ave	Shop # 11, Suite 90	San Jose	CA USA	1709	5/8/2006	1/31/2017	Strip	
3536 Colonies Crossroads	Freeway 210 & Campus Seventeenth St. & Grand Ave.		Upland	CA USA	1100	11/1/2010	10/31/2012	Strip	
3537 Santa Ana Square			Santa Ana	CA USA	2000	6/1/2006	5/31/2011	Strip	
3545 Plaza de San Jose	1110 King Road		San Jose	CA USA	95122	1683	2/1/2006	1/31/2011	Strip
3558 Monte Vista Crossing S/C	Hwy 99 & Monte Vista	Suite D	Turlock	CA USA	1600	12/21/2006	12/31/2011	Strip	
3576 6450 Folsom Boulevard	6450 Folsom Blvd	Suite 103	Sacramento	CA USA	95819	1273	2/1/2011	1/31/2013	Strip
3580 Mall @ Simi Valley T/C	1555 Simi Town Center Way	# 720	Simi Valley	CA USA	93062	1213	10/27/2005	1/31/2016	Strip
3584 Clovis Commons	785 Herndon Avenue	Suite 300	Clovis	CA USA	93612	1485	3/16/2006	3/31/2011	Strip
3611 El Centro T/C	Imperial Ave & Bradsaw Ave		El Centro	CA USA	92243	1400	2/11/2006	2/28/2011	Strip
3620 The Marketplace	810 East Valley Boulevard		Alhambra	CA USA	91801	1455	4/6/2006	4/30/2011	Strip
3629 Union Landing	I-880 & Dyer Street		Union City	CA USA	94587	1200	4/27/2006	1/31/2012	Strip
3675 La Alameda S/C	2104 East Florence Ave		Walnut Park	CA USA	90255	1503	4/21/2008	4/30/2018	Strip
3680 Gateway Plaza	10635 S. Carmenita Road		Sante Fe Springs	CA USA	1470	2/1/2007	1/31/2012	Strip	
3687 Oak Grove Crossing	18285	Unit 1L	Lake Elsinore	CA USA	92530	1770	10/19/2006	1/31/2012	Strip
3729 Jewel Plaza aka Main & McFadden	1030 South Main		Santa Ana	CA USA	92707	1800	12/2/2006	12/1/2011	Strip
3747 Lincoln Crossing	129 Ferrari Ranch Rd	Suite 150	Lincoln	CA USA	95648	1500	8/23/2007	8/31/2012	Strip
3748 Florin T/C	Stockton & Florin	6029 Florin Rd Ste 600	Sacramento	CA USA	95823	1791	6/17/2008	8/31/2013	Strip
3749 Coachella Gateway	49225 Grapefruit Boulevard	# 4	Coachella	CA USA	92236	1273	10/20/2006	10/19/2016	Strip
3763 Jess Ranch Marketplace	19201-H Bear Valley Rd, Suite 102		Apple Valley	CA USA	1457	7/13/2007	7/31/2012	Strip	
3764 Torrance Crossroads	24329 Crenshaw Boulevard	Suite H	Torrance	CA USA	90505	2013	11/21/2006	1/31/2012	Strip
3765 Bellflower Marketplace	14303 Bellflower Rd Suite B		Bellflower	CA USA	90706	1160	7/5/2007	7/31/2012	Strip
3766 San Jacinto Wal-Mart Center	SEC San Jacinto & Commonwealth Avenue	Bldg B, Unit 7	San Jacinto	CA USA	1500	3/1/2008	2/28/2015	Strip	
3798 Westlake S/C	436 Westlake Center		Daly City	CA USA	94015	1432	1/22/2007	3/31/2012	Strip
3807 Orchards @ Saddleback	23632 El Toro Road, Suite C		Lake Forest	CA USA	92630	1846	4/19/2007	4/30/2012	Strip
3808 West Covina Heights	2360 S. Azusa Ave.	Suite E	West Covina	CA USA	91792	1500	7/31/2008	7/31/2013	Strip
3810 Desert Gateway	34580 Monterey Avenue	suite 100	Palm Desert	CA USA	1560	12/8/2007	1/31/2013	Strip	
3812 Carson & Atlantic	4010 Atlantic Ave.	Suite F	Long Beach	CA USA	90807	1488	11/26/2007	5/31/2015	Strip
3815 Topanga Plaza	6600 Topanga Canyon	# 69	Canoga Park	CA USA	91303	1616	10/9/2006	1/31/2016	Strip
3816 Del Monte Center	692 Delmonte Shopping Center #18-B		Monterey	CA USA	93940	1281	10/1/2006	1/31/2017	Strip
3817 Plaza Camino Real	2525 ElCamino Real	Store #136	Carlsbad	CA USA	92008	1077	9/21/2006	1/31/2016	Strip

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3831 Eastvale Gateway	12303 Limonette Ave 10930 Long Beach Blvd., Units 1,2,&3	Mira Loma	CA USA	91752 1413	3/1/2008	2/28/2013	Strip
3843 Norton Plaza		Lynwood	CA USA	90262 1592	2/15/2007	1/31/2012	Strip
3849 Manhattan Beach & Crenshaw	15900 Crenshaw Boulevard	Gardena	CA USA	90249 1230	5/17/2007	1/31/2013	Strip
3877 Woodbury Town Center	6278 Sand Canyon Blvd	Irvine	CA USA	92620 1880	5/1/2007	4/30/2012	Strip
3878 Wilshire & Vermont	3183 Wilshire 28241 Crown Valley Parkway	Los Angeles	CA USA	90010 1476	1/10/2008	1/31/2013	Strip
3879 Center at Rancho Niguel		Suite D Laguna Niguel	CA USA	92677 1429	5/17/2007	5/31/2012	Strip
3897 Cardenas Marketplace	NEQ Foothill & Citrus	Fontana	CA USa	1528	4/1/2007	3/31/2012	Strip
3905 Union Bank Plaza	15915 Bellflower Blvd. 122 E. 17th St (17th & Main)	Bellflower	CA USA	1500	6/26/2008	1/31/2014	Strip
3906 17th Street Plaza		Suite 102 Santa Ana	CA USA	92706 1420	7/9/2007	11/29/2012	Strip
3919 Sanger Shopping Center	775 Bethel Avenue Unit 104	Sanger	CA USA	93657 1475	11/1/2007	10/31/2012	Strip
3920 Stony Point Plaza	750 Stony Point Road, Suite A-165	Santa Rosa	CA USA	95407 2000	11/13/2008	11/30/2013	Shopping Centre
3924 Amador Ridge Shopping Center	12030 Industry Blvd Space 15	Jackson	CA USA	95642 1800	9/13/2007	9/30/2012	Strip
3938 Gateway Plaza	Plaza Drive & Turner Parkway	Vallejo	CA USA	1000	6/2/2007	6/30/2012	Strip
3961 Pacific Arcade Plaza	6330 Pacific Blvd Suite 101	Huntington	CA USA	90255 1200	3/22/2007	3/14/2012	Strip
3971 Centerpointe Shopping Center	1100 Mt. Vernon Space E 32525 Golden Lantern, Suite C	Colton	CA USA	92324 1000	10/16/2008	10/31/2013	Strip
3972 Ocean Ranch		Dana Pointe	CA USA	92629 985	7/1/2007	6/30/2012	Strip
3980 Atwater Marketplace Sonora Crossroads Shopping Center	1613 Bellevue Road 1245 San Quinetti Road	Atwater Sonora	CA USA CA USA	95301 1300 95370 1200	7/13/2007 8/30/2007	7/31/2012 8/31/2012	Strip Strip
3993 Shiloh Center	6540 Hembree Ln	Windsor	CA USA	95492 1900	3/13/2008	3/31/2013	Strip
3996 Anderson Marketplace	5030 Rhonda Rd 2180 W. Cleveland Suite 108	Suite B Anderson Madera	CA USA CA USA	1400	10/19/2007	1/31/2013	Strip
3997 The Commons at Madera				93637 1500	10/9/2008	10/31/2013	Strip
3999 Central Valley Plaza	2225 Plaza Pkwy, Suite K-2	Modesto	CA USA	95350 2800	9/14/2007	9/30/2012	Strip
4011 Horton Plaza	566 Horton Plaza Unit 332 1065 BREA MALL Unit 2022-A	San Diego BREA	CA USA CA USA	92101 779	11/11/2001	6/30/2011	Mall
4014 BREA MALL				92821 750	4/1/2006	4/30/2016	Mall
4016 DOWNTOWN PLAZA	515 L Street Unit 1046	Sacramento	CA USA	95814 1181	2/1/2009	1/31/2011	Mall
4026 NORTHRIDGE MALL	638 NORTHRIDGE MALL Unit	SALINAS	CA USA	93906 1173	1/1/2009	6/30/2013	Mall
4043 BLOCK AT ORANGE PROMENADE IN TEMECULA	20 CITY BOULEVARD WEST Unit H810 40820 WINCHESTER ROAD Unit 1130	ORANGE TEMECULA	CA USA CA USA	92868 1283	12/1/2008	1/31/2012	Mall
4069 VALLEY	1815 HAWTHORNE BOULEVARD Unit	REDONDO BEACH	CA USA	92591 1297	11/1/2009	10/31/2012	Mall
4072 GALLERIA AT SOUTH BAY				90278 980	4/1/2008	3/31/2011	Mall
4075 STONESTOWN GALLERIA	3251 20TH AVE Unit 2035 SANTA ROSA PLAZA Unit 2035	SAN FRANCISCO SANTA ROSA	CA USA CA USA	94132 917	4/1/2009	3/31/2014	Mall
4106 SANTA ROSA PLAZA				95401 1486	8/1/2006	7/31/2011	Mall
4114 IRVINE SPECTRUM CENTER	71 FORTUNE DRIVE Unit 25	SUITE 942 IRVINE	CA USA	92618 1495	8/25/2008	8/31/2015	Strip
4133 PACIFIC VIEW VENTURA	3301-2331 EAST MAIN STREET Unit 2331 2855 STEVENS CREEK BLVD SPACE	VENTURA	CA USA	93003 1002	1/1/2009	1/31/2013	Mall
4177 VALLEY FAIR	A279 Unit A-277 4425 LAJOLLA VILLAGE	SANTA CLARA	CA USA	95050 1122	3/16/2001	1/31/2011	Mall
4193 UNIVERSITY TOWNE CENTER	DR Unit D-9 400 SOUTH BALDWIN AVE Unit A-2	SUITE D12 SAN DIEGO	CA USA	92122 1400	11/1/2000	1/31/2011	Mall
4196 SANTA ANITA FASHION PARK		ARCADIA	CA USA	91007 1698	5/13/2001	1/31/2012	Mall
4244 HILLTOP MALL	1224 HILLTOP MALL RD Unit A105	RICHMOND	CA USA	94806 1000	2/1/2010	1/31/2011	Mall
4257 WEST VALLEY MALL	3200 S. NAGLEE RD. Unit 520	SPACE 520 TRACY	CA USA	95376 1000	2/1/2010	1/31/2011	Mall
4273 ANTELOPE VALLEY MALL	1233 WEST AVENUE P Unit 895	UNIT 895 PALMDALE	CA USA	93551 794	2/26/2001	2/28/2011	Mall
4279 MALL AT NORTHGATE	4400 NORTHGATE MALL Unit	SAN RAFAEL	CA USA	94903 1083	11/13/2009	1/31/2017	Mall
4291 CENTER	177 STONEWOOD STREET Unit #A23	DOWNEY	CA USA	90241 1465	1/1/2009	5/31/2011	Mall

4295 OAKS, THE	312 WEST HILLCREST DRIVE Unit I-L-014		THOUSAND OAKS	CA USA	91360 947	11/1/2010	1/31/2011	Mall
4297 MAIN PLACE CENTURY CITY SHOPPING CENTER	736 MAIN PLACE Unit 10250 SANTA MONICA BLVD. Unit 29	SPACE 736	SANTA ANA	CA USA	92705 954	5/1/2007	6/30/2012	Mall
4309 CENTER	1384 STONERIDGE MALL Unit D-102		LOS ANGELES	CA USA	90067 815	7/28/2001	7/31/2011	Mall
4316 STONERIDGE MALL	1 MILLS CIRCLE Unit 324	SP 324	ONTARIO	CA USA	91764 1468	12/1/2006	1/31/2014	Mall
4322 ONTARIO MILLS	200 E. VIA RANCH PKWY Unit 429	SUITE 429	ESCONDIDO	CA USA	92025 860	2/1/2008	1/31/2013	Mall
4339 NORTH COUNTY FAIR	10800 WEST PICO BLVD Unit 353	SUITE 353	W LOS ANGELES	CA USA	90064 1358	1/1/2009	4/30/2016	Mall
4360 WESTSIDE PAVILION	803 PASEO NUEVO Unit 803		SANTA BARBARA	CA USA	93101 1440	9/1/2009	1/31/2011	Mall
4362 PASEO NUEVO Promenade at Howard Hughes Center, The	6081 Center Drive Unit 212		Los Angeles	CA USA	90045 1589	4/28/2003	3/31/2013	Mall
4370 Center, The	2701 Ming Avenue Unit		Bakersfield	CA USA	93304 800	10/1/2002	1/31/2013	Mall
4372 Valley Plaza	1151 GALLERIA BLVD SUITE 210 Unit 210		ROSEVILLE	CA USA	95678 1012	9/1/2010	8/31/2015	Mall
4377 GALLERIA AT ROSEVILLE	753 PARKWAY PLAZA Unit Y-15		EL CAJON	CA USA	92020 1196	6/30/2001	6/30/2011	Mall
4427 PARKWAY PLAZA	703 E Shaw Ave Spc E-16		Fresno	CA USA	93710 1154	1/1/2009	8/31/2014	Mall
4428 Fresno Fashion Fair	151 Powell Street Unit		San Francisco	CA USA	94102 3000	9/1/2007	8/31/2012	Strip
4437 151 Powell Street	2700 COLORADO BLVD Unit 119		LOS ANGELES	CA USA	90041 735	8/10/2000	1/31/2011	Mall
4450 EAGLE ROCK PLAZA	2525 EL CAMINO REAL Unit 106-A		CARLSBAD	CA USA	92008 1139	2/1/2002	6/30/2012	Mall
4471 PLAZA CAMINO REAL	164 LOS CERRITOS CENTER Unit A-19A	SPACE A-19	LOS CERRITOS	CA USA	90701 900	1/1/2009	1/31/2013	Mall
4475 LOS CERRITOS CENTER	24201 VALLENCIA BLVD. Unit 2089	SUITE 2090	VALENCIA	CA USA	91355 800	4/29/2003	4/30/2013	Mall
4492 VALENCIA TOWN CTR	201 E. Magnolia Blvd. Unit Space No. 319		Burbank	CA USA	91501 719	12/1/2002	1/31/2013	Mall
4502 Media City Center	Lacey Blvd. & 12th Avenue Unit		Hanford	CA USA	93230 1682	11/1/2002	1/31/2013	Mall
4511 Hanford Mall	27000 Crown Valley Pkwy, Unit 180		Mission Viejo	CA USA	92691 1151	2/1/2010	1/31/2013	Mall
4547 MISSION VIEJO	417 HILLSDALE SHOPPING CENTER Unit SP 2131		SAN MATEO	CA USA	94403 1658	10/13/2008	12/31/2018	Mall
4570 HILLSDALE	5614 Bay Street Unit #210		Emeryville	CA USA	94608 1273	2/1/2010	1/31/2011	Mall
4572 Bay Street	13455 MAXELLA AVENUE SUITE 248 Unit		LOS ANGELES	CA USA	90292 1257	1/1/2011	1/31/2011	Strip
4574 MARINA MARKETPLACE	248 Crenshaw & Martin Luther King Jr. Blvds.		Los Angeles	CA USA	90008 1596	1/19/2003	1/31/2013	Strip
4577 Baldwin Hills Crenshaw Plaza	Unit Space No. 274		San Bruno	CA USA	94066 1492	10/7/2005	3/31/2015	Mall
4605 Shops at Tanforan, The	191 Tanforan Park Unit		Buena Park	CA USA	90620 1283	2/1/2009	1/31/2011	Mall
4608 Buena Park Downtown	8320 La Palma Avenue Unit B-4		Universal City	CA USA	91608 2859	5/1/2009	4/30/2014	Street Front
4619 Universal CityWalk	1000 Universal Center Drive Unit 101		Rancho Cucamonga	CA USA	91739 1064	10/28/2004	1/31/2015	Mall
4624 Victoria Gardens	12586 N Main Street Unit 3917							

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**SCHEDULE
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LAKEWOOD CENTER 4644 MALL	129 LAKEWOOD CENTER MALL Unit 129	LAKEWOOD	CA USA	90712	1367	10/26/2009	1/31/2016	Mall Street	
4887 Berkeley Center	2200 Shattuck Avenue Unit 1370 S. Beach Blvd. Unit Suite B	Berkeley	CA USA	94704	1477	2/1/2008	1/31/2013	Front	
4888 La Habra Westridge Plaza	Suite B 3955-B Thousand Oaks Blvd. Unit	La Habra	CA USA	90631	923	5/1/2008	4/30/2013	Strip	
4905 North Ranch Mall Edgewater on Monterey 4918 Bay	Suite 925D Unit Suite 925 D 5885 Jarvis Avenue Unit 5885 Jarvis	Playa Avenue	CA USA		1400	3/1/2008	2/28/2013	Strip	
4922 Newark Marketplace West Valley Shopping 4926 Center	Avenue 5205 Prospect Road Unit Suite 130	Newark	CA USA	94560	791	5/1/2008	4/30/2013	Strip	
4933 Gateway Center	Rosecrans Ave & Hindry Ave Unit	San Jose	CA USA	95129	1140	3/1/2008	2/28/2013	Strip	
4938 Camarillo Town Center	107-351 W. Ventura Blvd. Unit 243A	Hawthorne	CA USA		1625	6/1/2008	5/31/2013	Strip	
4960 Snell & Branham Plaza Center at Slatten Ranch, 4966 The	185 Branham Lane Unit Suite 185-3	Suite 185-3	San Jose	CA USA		1421	8/1/2008	7/31/2013	Strip
4988 Cherry Orchard	5819 Lone Tree Way Unit Suite F 322 El Camino Real Unit Suite B-2	Antioch	CA USA	94531	1500	2/1/2009	1/31/2014	Strip	
4992 Anaheim Hills Festival Pacheco Pass Shopping 4993 Center	8126 East Santa Ana Canyon Road Unit Suite 129	Sunnyvale	CA USA	94087	1482	7/1/2010	6/30/2011	Strip	
4994 Center Chino Spectrum Towne 4997 Center)	890 Rentz Lane Unit 3935 Grand Avenue Unit 1415 E. 14th St. (Safeway 4997 Center)	Anaheim	CA USA	92808	1400	7/1/2009	6/30/2012	Strip	
4998 Mariposa Shopping Center	8126 East Santa Ana Canyon Road Unit	Gilroy	CA USA	95020	1500	11/26/2003	1/31/2014	Strip	
5001 Bayhill Shopping Center	851 Cherry Ave Unit Suite #17	Chino	CA USA		1500	9/1/2008	1/31/2013	Strip	
5015 Washington Square	365 South McDowell Blvd. Unit 7	San Leandro	CA USA	94577	2196	6/10/2003	6/30/2013	Strip	
5016 Cochrane Plaza	250 Cochrane Plaza Unit Suite 140	Santa Clara	CA USA	95053	1500	2/1/2009	1/31/2014	Strip	
5027 City Place	285 E. 5th Street Space B- 130	San Bruno	CA USA	94066	1560	2/1/2009	1/31/2012	Strip	
5039 The Marketplace at Davis	1361 W Covell Blvd, Suite 17B	Petaluna	CA USA	94954	2426	10/1/2008	9/30/2013	Strip	
5047 Pavillion at Redlands	2094 West Redlands Blvd. Unit	Morgan Hill	CA USA	95037	1438	2/1/2009	1/31/2012	Strip	
5050 Apple Village	1780 E. Main Street Unit Suite 1	Long Beach	CA USA	90802	3000	9/13/2010	9/30/2015	Strip	
5061 Gateway Courtyard Eastlake Village 5069 Marketplace	1630 Gateway Blvd. Suite B Unit 970 Eastlake Parkway Unit Suite 160	Davis	CA USA	95616	1453	2/1/2009	1/31/2012	Strip	
5073 Mira Mesa Mall Park Plaza at Aliso Viejo 5082 Town Center	8118 Mira Mesa Blvd. Unit 118-8 26705 Aliso Creek Road Unit Suite A SWC 1-5 and Camino de La Plaza Unit	Redlands	CA USA	92374	1600	10/1/2008	9/30/2013	Strip	
5087 Las Americas	Suite B-447	Woodland	CA USA	95776	2025	2/1/2010	1/31/2012	Strip	
5088 Fairway Target Pads	10451 Fairway Place Unit	Fairfield	CA USA	94533	1470	10/1/2008	9/30/2013	Strip	
5116 Falcon Ridge Town Center	15270 Summit Rd, #E5	Chula Vista	CA USA	91914	1917	2/1/2011	1/31/2014	Strip	
5121 Point Loma Plaza	3619 Midway Drive Unit H	San Diego	CA USA	92126	1200	9/1/2008	8/31/2013	Strip	
5122 Vista Village Mountain Square Shopping 5128 Center	20 Main Street Unit Suite 125 378 S. Mountain Avenue Unit	Aliso Viejo	CA USA	92656	876	7/1/2008	6/30/2013	Strip	
5139 Costco Plaza	Broadway & Oxford Unit	San Diego	CA USA	92173	1200	5/20/2005	5/31/2015	Strip	
5145 2673 Mission Street	2673 Mission Street Unit 3555 Riversize Plaza Unit Suite S110	Roseville	CA USA	95678	1600	10/1/2009	9/30/2013	Strip	
5148 Riverside Plaza	Suite S110	Fontana	CA USA	92335	1260	4/1/2010	3/31/2012	Strip	
		San Diego	CA USA	92110	972	2/1/2009	1/31/2014	Strip	
		Vista	CA USA	92083	1800	2/1/2009	1/31/2014	Strip	
		Upland	CA USA	91786	1625	10/1/2008	9/30/2013	Strip	
		Chula Vista	CA USA	91911	1132	8/1/2010	7/31/2013	Strip	
		San Francisco	CA USA	94110	2075	7/1/2008	6/30/2013	Strip	
		Riverside	CA USA	92506- 2721	1307	2/1/2010	1/31/2013	Strip	

5167 Stevenson Ranch Plaza	24919 The Old Road Unit Southland Drive Unit Building B	Stevenson Ranch	CA USA	91355	2045 8/1/2008	7/31/2013	Strip
5179 Southland Landing	5027 Pacific Coast Highway Unit	Hayward	CA USA	94545	1600 2/1/2010	1/31/2013	Strip
5195 Plaza Mayor Victorville Entertainment 5196 Center	14190 Bear Valley Road Unit	Torrence	CA USA	90505	1600 7/1/2008	1/31/2011	Strip
5197 Spreckels Park	1339 Historic Plaza Drive Unit	Manteca	CA USA	95337	1600 8/1/2010	1/31/2011	Strip
5199 8162 Talbert Avenue	8162 Talbert Avenue Unit Suite 101	Huntington Beach	CA USA	92646	1000 9/26/2003	9/30/2013	Strip
5200 University Village	1201 University Avenue Unit Suite 108	Riverside	CA USA	92507	1415 2/1/2009	1/31/2012	Strip
5226 Northwest Promenade II Park Plaza Shopping 5227 Center	9160 Rosedale Highway Unit Suite 700	Bakersfield	CA USA	93312	2300 3/1/2009	2/28/2014	Strip
5228 Cypress Point	690 Mangrove Avenue Unit 1020 E. Cypress Avenue Unit Suite A	Chico	CA USA	95928	1819 6/1/2009	5/31/2011	Strip
5256 Park Plaza	980 North Western Avenue Unit Suite B2 2475 San Ramon Valley Blvd. Unit Suite	Redding	CA USA	96002	2023 7/1/2010	8/31/2011	Strip
5264 Diablo Plaza	108	San Ramon	CA USA	94583	968 2/1/2009	1/31/2014	Strip
5265 Campus Plaza Center	6083 El Cajon Blvd. 595 Grand Avenue Unit Suite F-104	Unit B -2 San Diego	CA USA	92115	1438 3/1/2009	2/28/2011	Strip
5266 Creekside Marketplace	5110 Broadway Unit Suite A	San Marcos	CA USA	92069	1325 10/1/2009	9/30/2011	Strip
5267 Rockridge Shopping Center		Oakland	CA USA	94611	1380 11/1/2010	1/31/2011	Strip
5268 Grossmont Plaza	5454 Grossmont Center Drive Unit Suite C	La Mesa	CA USA	19142	1869 2/1/2009	1/31/2012	Strip
5279 Lincoln & Pico	1910 Lincoln Boulevard Unit	Santa Monica	CA USA	90405	2230 2/1/2009	1/31/2014	Strip
5280 Olivewood Center	1340 West Olive Avenue Unit 1404 North Azuza Avenue Unit Suite D	Suite 101 Merced	CA USA	95348	1680 4/1/2009	3/31/2012	Strip
5282 Covina Town Square		Covina	CA USA	91722	1504 3/1/2009	2/29/2012	Strip
5291 Woodside Central	2527 El Camino Real Unit 7	Redwood City	CA USA	94577	1511 3/1/2009	2/29/2012	Strip
5298 Costa Mesa Square	1450 Baker Street Unit	Costa Mesa	CA USA	92626	1186 5/7/2009	5/6/2014	Strip
5319 Sunset & Vine	1509 Vine Street Unit 106 2038 South Mooney Boulevard Unit Suite M-	Hollywood	CA USA	90028	1600 8/1/2009	1/31/2011	Strip
5322 Kohl's Shopping Center	7 4181 Tweedy Boulevard Unit Suite 103	Visalia	CA USA	93277	1600 6/1/2009	5/31/2014	Strip
5332 Tweedy Boulevard		South Gate	CA USA	90280	1901 5/22/2004	5/21/2014	Strip
5374 Monroe Street	81-952 Highway 111 Unit	Indio	CA USA	92201	1500 2/19/2005	1/31/2015	Strip
5378 Mission & Ocean	4625 Misson Street Unit 1331 S. Lone Hille Avenue Unit 160	San Francisco	CA USA	94112	1440 10/1/2009	9/30/2011	Strip
5380 Glendora Center	9688 Bruceville Road Unit Suite 100	Glendora	CA USA	91740	2000 9/1/2009	1/31/2011	Strip
5382 Elk Grove Commons		Elk Grove	CA USA	95758	1919 9/1/2009	1/31/2011	Strip
5383 Park Oaks Center	1744 Moorpark Road Suite B	Thousand Oaks	CA USA	91360	1488 7/7/2009	7/6/2011	Strip
5384 Atlantic & Florence Center	7200 Atlantic Boulevard Unit	Cudahy	CA USA	90201	1500 6/3/2005	6/30/2015	Strip
5386 Mountain & Hamilton	904-946 Hamilton Road Unit 4 4160 Highland Avenue Unit Suite H	Duarte	CA USA	91010	1500 7/1/2010	6/30/2012	Strip
5403 Highland Avenue Plaza	16989 Valley Boulevard Unit Suite A	Highland	CA USA	92346	1800 2/1/2010	1/31/2013	Strip
5404 Vineyard Valley Ventura Gateway Shopping 5405 Center	4860 Telephone Road Unit	Fontana	CA USA	92335	1932 7/17/2009	7/16/2012	Strip
		Ventura	CA USA	93003	1566 9/6/2009	9/5/2014	Strip

**LEASED
PROPERTIES**

**SCHEDULE 3.5(b)
(ii)**

5406 The Valley Shopping Center	708 E. Arrow Highway Unit 7100 Santa Monica Boulevard Unit Suite		Pomona	CA USA	91767	1866 7/1/2010	6/30/2011	Strip
5418 West Hollywood Gateway	117		West Hollywood	CA USA	90046	2716 7/1/2010	9/30/2014	Strip
5424 Platt Village	6432 Platt Avenue Unit		West Hills	CA USA	91307	1496 7/1/2009	6/30/2014	Strip
5434 Centerpoint Mall	2655 Stavers Road Unit Suite B		Oxnard	CA USA	93033	1755 2/1/2010	1/31/2011	Strip
5435 Campus Crossroads	5250 University Avenue Unit F		San Bernadino	CA USA	92407	1438 4/1/2010	3/31/2013	Strip
5436 Fashion Faire Place	15100 Hesperian Blvd. Unit 400-B		San Leandro	CA USA	94578	1629 2/1/2010	1/31/2013	Strip
5449 Sunrise & Ramon	425 S. Sunrise Way Unit E-2		Palm Springs	CA USA	92262	1533 2/1/2010	1/31/2012	Strip
5450 Century & Yukon	3550 Century Blvd Unit 101		Inglewood	CA USA		1600 8/1/2010	7/31/2013	Strip
5459 Shaw Marketplace	3737 W. Shaw Avenue Unit 8460 Edgewater Road Unit 1 B		Fresno	CA USA	93711	1620 4/1/2010	3/31/2013	Strip
5460 The Berger			Oakland	CA USA	94621	1688 5/1/2005	4/30/2015	Strip
5466 Compton & Alameda	145 E Compton Blvd Unit		Compton	CA USA	90220	1741 3/11/2010	1/31/2011	Strip
5467 Missouri Flat Village	3957 Missouri Flat Road Unit 2944 Tapo Canyon Rd. Unit Suite K		Placerville	CA USA	95667	1200 4/1/2010	3/31/2011	Strip
5521 El Paseo Simi			Simi Valley	CA USA	93063	1191 4/1/2010	3/31/2012	Strip
5548 Wal-Mart Pittsburg	2137 Loveridge Road Unit		Pittsburg	CA USA	94565	1620 4/1/2010	3/31/2011	Strip
5549 Venice & Overland	3855 Overland Avenue Unit		Culver City	CA USA	90232	1500 12/1/2009	11/30/2013	Strip
5550 Natomas Marketplace	NWC Truxel Road and Interstate 80 Unit		Sacramento	CA USA	95834	1650 5/1/2010	4/30/2012	Strip
5591 Bella Terra	7821 Edinger Ave Unit	Suite B-146	Huntington Beach	CA USA	92647	1534 9/1/2010	8/31/2013	Strip
5592 Paseo Sepulveda	9000 Sepulveda Blvd	Suite 3-E	North Hills	CA USA	91343	1417 9/16/2004	9/30/2015	Strip
5593 Woodland Plaza	Unit		Paso Robles	CA USA		1500 10/1/2010	1/31/2011	Strip
5594 Page Plaza	1119 S. Sanderson Ave Unit Suite C		Hemet	CA USA	92545	1500 10/1/2010	1/31/2011	Strip
5800 47th Street Pavilion	38045 47th Street East	Shops 3, Suite A	Palmdale	CA USA	93552	1449 2/1/2009	1/31/2014	Strip
5805 Ocean View Plaza	638 Camino de los Mares, Suite D2-B		San Clemente	CA USA	92673	1404 6/1/2007	12/31/2012	Strip
5806 Rosecrans Center	1301 E. Rosecrans Ave.		Compton	CA USA	90221	1107 6/1/2007	7/31/2012	Strip
5807 Citrus Crossing	Alosta & Citrus		Azusa	CA USA	91702	1500 6/26/2008	6/30/2013	Strip
5809 Centre Pointe Village	26519 Carl Boyer Dr.		Santa Clarita	CA USA	91350	1500 5/29/2009	5/31/2014	Strip
5824 Clayton Valley Shopping Center	5434 Ygnacio Valley Road 3476 Whittier Blvd., Units 104-105		Concord	CA USA	94521	1440 10/11/2007	10/31/2012	Strip
5830 Whittier & Spence			Los Angeles	CA USA		1179 7/18/2007	7/17/2012	Strip
5833 Greenback Corners	6306 Garfield Ave, Suite 200		Sacramento	CA USA	95841	1813 11/19/2007	11/18/2012	Strip
5844 Burbank Empire Center	1783 North Victory Lane		Burbank	CA USA	91508	1139 10/18/2007	10/31/2012	Strip
5846 The Shops at Anaheim Street Center	425 W. Anaheim Street		Long Beach	CA USA	90813- 2938	1513 9/1/2007	10/31/2012	Strip
5864 Waterman Plaza	9308 Elk Grove Boulevard	Suite 110	Elk Grove	CA USA	95624	1450 8/6/2007	10/5/2012	Strip
5866 Madison & Dewey Market Place	6711 Madison Ave Suite 102		Fair Oaks	CA USA	95628	1100 11/5/2007	1/31/2013	Strip
5868 Beverly Place Shopping Center	7160 Beverly 1214 Airport Park Boulevard, #F		Los Angeles	CA USA	90036	1536 7/5/2007	7/31/2012	Strip
5869 Ukiah Center			Ukiah	CA USA	95482	1455 6/8/2007	6/30/2012	Strip
5875 Camden Park	2065 Camden Ave.		San Jose	CA USA	95124	1164 10/6/2007	8/31/2012	Strip
5890 Fountain Valley Plaza	16123 Harbor Blvd.		Fountain Valley	CA USA	92708	2769 11/1/2007	1/31/2013	Strip
5895 SWM Rosemead	1717 Walnut Grove Ave.	Suite 200	Rosemead	CA USA	91770	1200 5/7/2009	5/31/2014	Strip
5912 Morgan Hill shopping Center	1057 Cochrance Rd	Space E4	Morgan Hill	CA USA	95037	1100 10/1/2007	1/31/2013	Strip
5915 Blossom Valley	2900 Geer Rd.		Turlock	CA USA	95382	1446 1/24/2008	4/30/2013	Strip
5930 Strawberry Creek	8241 Bruceville Rd.	Suite 190	Elk Grove	CA USA		1846 10/1/2007	9/30/2012	Strip
5945 Inglewood Center	4940 W. Century Blvd	Suite #3A	Inglewood	CA USA	90304	1157 10/4/2007	1/31/2013	Strip
5946 Gateway Towne Center	110 Hidden Valley Parkway	Space #D	Norco	CA USA	92860	1240 8/29/2007	8/31/2012	Strip
5963 San Carlos Marketplace	1135 Industrial Road	Suite B	San Carlos	CA USA	94070	1192 5/22/2008	5/31/2013	Strip

5991 Napa Junction	6040 Main St Suite 150		American Canyon	CA USA	94503	1500 1/7/2008	1/31/2013	Strip
5995 Scenic Place	801 Oakdale Suite D-3		Modesto	CA USA	95355	1080 12/3/2007	12/31/2012	Strip
5999 Town Center Plaza	18503 Yorba Linda Blvd., Suite B		Yorba Linda	CA USA	92886	1090 1/10/2008	1/31/2013	Strip
6015 5041 Whittier Blvd.	5041 Whittier Blvd.		Los Angeles	CA USA	90022	1200 12/13/2007	1/31/2013	Strip
6016 Mountain Meadows Plaza	4275 Tierra Rejada Rd.		Moorepark	CA USA	93021	1125 10/16/2008	1/31/2014	Strip
Paramount Town Center 6017 West	16289 Paramount Blvd Suite E		Paramount	CA USA	90723	949 12/10/2007	3/31/2013	Strip
6021 Crenshaw and Sepulveda	2370 Crenshaw Blvd. Suite B		Torrence	CA USA	90503	1617 11/15/2007	11/14/2012	Strip
6026 Richmond Target Project	4200 MacDonald Ave Suite F		Richmond	CA USA	94801	1200 10/6/2008	10/31/2013	Strip
6031 Dinuba SWM	450 West El Monte Way		Dinuba	CA USA	93618	1500 4/29/2008	5/31/2013	Strip
6034 Porterville Marketplace	1276 W. Henderson Ave		Porterville	CA USA	93257	1800 12/9/2010	12/31/2015	Strip
6056 Brookhurst & Alameda	510 N. Brookhurst Spc 102		Anaheim	CA USA	92801	1064 3/20/2008	3/31/2013	Strip
6057 Rosecrans Towne Centre I	13019 Rosecrans Avenue, Suite 101		Norwalk	CA USA	90650	1472 3/1/2008	2/28/2013	Strip
6067 Manhattan Center	1822 N. Sepulveda Blvd.		Manhattan Beach	CA USA	90266	1654 12/1/2007	11/30/2012	Strip
6075 Eastside Town Center	44421 20th Street East	Space G-3	Lancaster	CA USA	93535	1400 2/21/2008	2/28/2013	Strip
6094 Stonecreek Plaza	1363 West Pacheco Blvd. Suite A		Los Banos	CA USA	93635	1404 3/26/2009	3/31/2014	Strip
6120 Pleasant Hill Crossroads	2360 Monument Blvd. Suite 1D		Pleasant Hill	CA USA	94523	1032 2/28/2008	2/28/2013	Strip
6121 Palm Plaza	3410 Palm Ave. Suite 101-102		San Diego	CA USA	92154	1800 11/20/2007	1/31/2013	Strip
6127 East Hills Plaza	2657 Fashion Place		Bakersfield	CA USA	93305	1500 5/8/2008	5/31/2013	Strip
Amerige Heights Town 6135 Center	1943 West Malvern Ave.		Fullerton	CA USA	92835	1430 3/20/2008	3/31/2013	Strip
6136 Park Plaza	4635 E Avenue S	Space C-101	Palmdale	CA USA	93552	2072 4/10/2008	4/30/2013	Strip
6138 Orchard Walk East	3318 Dinuba Blvd., #1-A		Visalia	CA USA	93291	1485 1/8/2009	1/31/2014	Strip
6193 The Village at Orange	1500 East Village Way	Suite #D52 or Ste #2256	Orange	CA USA	92865	1201 7/31/2008	8/31/2018	Mall
6203 Gateway at Donner Pass	11260 Donner Pass Rd. Suite C3		Trucklee	CA USA	96161	1200 2/22/2009	3/31/2014	Strip
6205 Harden Ranch Plaza	1650 N. Main street & Boronda Rd.		Salinas	CA USA	93906	2264 7/3/2008	7/31/2013	Strip
6207 Linda Mar Shopping Center	1221 Linda Mar Blvd. Ste 1237		Pacifica	CA USA	94944	1120 8/18/2008	9/30/2013	Strip
6208 Sky West Commons	Hesperian Blvd. West A Street	1159 West A Street	Hayward	CA USA	94541	1735 2/11/2008	1/31/2014	Strip
6209 The Streets of Brentwood	2505 Sand Creek Road	Suite 128	Brentwood	CA USA	94513	1635 10/27/2008	1/31/2014	Mall
6216 Evergreen Commons	2990 Capitol Expressway	Suite 30	San Jose	CA USA	95148	3000 6/17/2008	6/30/2013	Strip
Lower Sacramento Shopping 6267 Center	7910 Lower Sacramento Rd. Suite D		Stockton	CA USA	95212	1738 8/14/2008	8/31/2013	Strip
6294 Vintner Square	1418 First Street		Livermore	CA USA	94550	907 11/24/2008	1/31/2014	Strip
6301 South Napa Marketplace	261 Soscol Ave	NWC Imola and Soscol	Napa	CA USA	94559	1000 10/13/2008	1/31/2014	Strip
Balboa Mesa Shopping 6323 Center	5665 Balboa Ave. Suite A		San Diego	CA USA		1200 9/26/2008	11/30/2013	Strip
6337 Scotts Valley	245 E Mount Hermon Rd. 235 in lease		Scotts Valley	CA USA	95066	1100 10/23/2008	1/31/2014	Strip

6356 First Shields Shopping Center
6357 Mission Oaks
6358 Granada Hills
6380 Tassajara Crossing
6391 Gateway Towne Center
6446 SWM Stonegate Plaza
6449 Fruitvale Station
6451 The Plaza Shopping Center
6468 Vintage Oaks
6504 North County Square S/C

6512 Park West Place
6529 Plaza Del Amo
6538 Garden Vineyard Plaza
6539 Countryside Marketplace
6550 North Park Plaza
6551 El Camino Real Center
6563 370 University Ave.
6578 Stadium Center
6615 Hamilton Plaza
6616 Fullerton S/C
6641 Rivermark Village
6642 Trabuco Hills S/C
6741 Las Plumas Plaza
6750 The Plant Shopping Center
6782 Overlook S/C
6785 Southhampton Center
6799 SWM Marketplace Beaumont
6806 Ft. Irwin
6823 Camp Pendleton
6853 MCLB Albany
6861 MCAS Mira Mar
6862 Camp Pendleton PX
6863 MCRD San Diego
6864 MCAGCC 29 Palms
6934 Baldwin Park Towne Center
9938 Digital Art Media
9941 Kongregate San Francisco

171 Citadel Mall(The)
246 Foothills Fashion Mall
378 Chapel Hill
447 Aurora Plaza a/k/a Hoffman Heights
453 Superior Marketplace
463 Valley Plaza
467 Aurora Town Center
469 Park Avenue Square
498 Northpark Plaza
813 Colorado Boulevard
1047 Flatiron Crossing
1079 Pueblo Mall
1289 Mesa Mall
1343 Greeley Mall
1606 Westminster
1608 Westland
1672 Lakewood City Commons
1700 Thomcreek Crossing
2320 Town Center North
2329 Center Place of Greeley
2696 Waneka Marketplace
2728 Powers Pointe
2730 Hancock Plaza
2820 Rimrock Marketplace
2859 Durango Crossing
2876 Shops at Centerra
2964 Village at Avon
3007 Falcon Landing
3039 Creekside Shopping Center
3046 La Junta
3251 Regency Square
3617 Southlands

3619 Shops @ Walnut Creek
 3632 Centennial Corners
 3731 Salida Shops ak/a Gateway Park
 3805 Shoppes @ The Meadows
 3870 Loveland SWM
 3940 Glenwood Meadows Shopping Center
 4198 SOUTHWEST PLAZA
 4208 AURORA MALL

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

3235 N. First Street	Suite 103	Fresno	CA	USA	93726	1730	12/18/2008	1/31/2014	Strip
2180 El Camino Real	Hwy 101 & Del Rio Rd.	Atascadero	CA	USA	93422	2041	2/26/2009	2/28/2014	Strip
18100 Chatsworth Street	Suite B	Granada Hills	CA	USA	91344	1495	3/19/2009	3/31/2014	Strip
3402 Camino Tassajara		Danville	CA	USA	94506	1605	12/4/2008	1/31/2014	Strip
200 Towne Center Drive		Compton	CA	USA	90220	1567	2/5/2009	2/28/2014	Strip
3425 Murphy Canyon Rd.	Suite A	San Diego	CA	USA	92123	2200	3/11/2009	4/30/2014	Strip
3040 East 9th Street	Suite C	Oakland	CA	USA	94601	1500	2/19/2010	2/18/2015	Strip
1128 B S. Main Street		Salinas	CA	USA	93901	1904	5/6/2010	5/31/2015	Strip
208 or 132 Vintage Way	Space # F-11	Novato	CA	USA	94945	1302	8/6/2009	8/31/2014	Strip
1841 University Drive, Space #140		Vista	CA	USA	92083	2000	10/15/2009	1/31/2015	Strip
10743 Trinity Parkway and Eight Mile Rd.									
Suite AA		Stockton	CA	USA	95219	1552	4/22/2010	4/30/2015	Strip
21149 Hawthorne Blvd.		Torrance	CA	USA	90503	1800	8/28/2009	1/31/2015	Strip
3352 Floral Ave.		Selma	CA	USA	93622	1750	11/12/2009	11/30/2014	Strip
30098 Haun Road, Suite 310		Menifee	CA	USA	92584	1500	10/27/2009	1/31/2015	Strip
1706 Oakland Rd. Suite 200		San Jose	CA	USA	95131	1885	2/22/2010	2/28/2015	Strip
1200 El Camino Real, Suite A2		Belmont	CA	USA	94002	1419	1/15/2010	1/31/2015	Strip
370 University Ave.		Palo Alto	CA	USA	94301	2850	12/24/2009	1/31/2015	Strip
2166 Daniels Street	Hwy 120 & Airport Hwy	Manteca	CA	USA	95337	1505	6/4/2010	6/30/2015	Strip
1700 S. Bascom Ave		Campbell	CA	USA	95008	2000	8/12/2010	8/31/2015	Strip
2323 E. Chapman Ave.	Suite A	Fullerton	CA	USA	92831	1500	10/28/2010	10/27/2015	Strip
3914 Rivermark Plaza Drive		Santa Clara	CA	USA	95054	4175	5/6/2010	5/31/2020	Strip
27695 Santa Margarita Parkway		Mission Viejo	CA	USA	92691	1600	8/19/2010	8/31/2015	Strip
1124 "J" Oro Dam Blvd.		Oroville	CA	USA	95965	2000	12/3/2010	1/31/2016	Strip
1 Curtner Avenue, Suite 40, Bldg. 25		San Jose	CA	USA	95125	1922	11/18/2010	1/31/2016	Strip
1439 Main Street		Watsonville	CA	USA	95076	1600			Strip
810 Southhampton Rd.		Benicia	CA	USA	94510	1903	11/18/2010	1/31/2016	Strip
1668 E. 2nd Street		Beaumont	CA	USA	92223	1500			Strip
PO Box 105090		Ft. Irwin	CA	USA	92310	1200	10/4/2010	10/3/2012	Strip
Marine Corps Base Camp		Camp Pendleton	CA	USA	92055-5001	1735	10/30/2008	10/29/2013	Strip
814 Radford Blvd.		Albany	CA	USA	31704	871			Strip
2258 Mitscher Way		San Diego	CA	USA	92145	1060	6/1/2009	5/31/2014	Strip
Marine Corp Base		Camp Pendleton	CA	USA	92055	871			Strip
4025 Tripoli Ave		San Diego	CA	USA	92140	871			Strip
PO BOX 788250		Palms	CA	USA	92278	1000	6/1/2009	5/31/2014	Strip
14510 Baldwin Park Town Center Drive		Baldwin Park	CA	USA		2000			Strip
909 N. Sepulveda Blvd. Suite 840		El Segundo	CA	USA	90245	2750	4/16/2010	1/31/2011	Strip
660 Mission Street		San Francisco	CA	USA		1200	1/1/2011	1/31/2011	Strip
750 Citadel Drive East		Colorado Springs	CO	USA	80909	1263	2/1/2009	1/31/2011	Mall
215 East Foothills Parkway	Suite D-3	Fort Collins	CO	USA	80525	1162	2/1/2010	1/31/2011	Mall
1710 Briargate Blvd.		Colorado Springs	CO	USA	80920	1083	2/1/2011	1/31/2012	Mall
757-B Peoria Street		Aurora	CO	USA	80011	1343	4/1/2008	3/31/2011	Strip
502 Center Drive	Building A-2, Suite 2	Superior	CO	USA	80027	1265	7/1/2009	6/30/2011	Strip

17030 E. Quincy Avenue, Unit B		Aurora	CO	USA	80015	1200	2/1/2008	1/31/2011	Strip
14221 E. Cedar Avenue, Unit B		Aurora	CO	USA	80012	1200	7/1/2009	6/30/2014	Strip
757 E. 20th Avenue	Suite 380	Denver	CO	USA	80205	960	7/1/2009	6/30/2011	Strip
10343 Federal Blvd. Unit 1		Westminster	CO	USA	80260	1040	8/1/2009	7/31/2012	Strip
960 Colorado Boulevard		Denver	CO	USA	80222	5090	9/16/1994	1/31/2013	Strip
#1 Flatiron Circle #2176		Broomfield	CO	USA	80021	1240	1/1/2009	1/31/2013	Strip
3291 Dillion Drive		Pueblo	CO	USA	81008	1460	2/1/2010	1/31/2012	Mall
2424 US Highway 6 & 50	Space 0201	Grand Junction	CO	USA	81505	1697	1/1/2009	1/31/2013	Mall
1999 Greeley Mall, Space 11		Greeley	CO	USA	80631	1443	2/1/2009	1/31/2011	Mall
5714 W. 88th Avenue		Westminster	CO	USA	80030	1526	4/1/2008	3/31/2011	Strip
10705 West Colfax Avenue # 6 B		Lakewood	CO	USA	80215	1770	4/1/2009	3/31/2011	Strip
355 S. Wadsworth Boulevard	# 3	Lakewood	CO	USA	80226	1553	12/1/2010	11/30/2012	Strip
901 East 120th Avenue	Suite #8	Northglenn	CO	USA	80233	1310	2/1/2008	1/31/2013	Strip
3732 Bloomington Street		Colorado Springs	CO	USA	80922	1400	8/1/2008	7/31/2013	Strip
4500 Center Place Drive	Unit 400	Greeley	CO	USA	80634	1432	10/1/2008	9/30/2011	Strip
545 W. South Boulder Road	Suite 9	LaFayette	CO	USA	80026	1200	5/1/2009	4/30/2011	Strip
5620 E. Woodman Road		Colorado Springs	CO	USA	80920	1500	4/1/2009	3/31/2014	Strip
2850 South Academy Boulevard	Unit 109	Colorado Springs	CO	USA	80916	1320	3/1/2009	2/28/2014	Strip
2536 Rimrock Avenue	Suite 800	Grand Junction	CO	USA	81505	1700	9/1/2009	8/31/2014	Strip
1135 S. Camino Del Rio		Durango	CO	USA	81302	1800	9/1/2009	8/31/2012	Strip
6055 Sky Pond Drive	#P148	Loveland	CO	USA	80538	1600	11/4/2005	11/30/2015	Strip
1010 Fawcet Road		Avon	CO	USA	81620	1200	9/25/2006	9/30/2011	Strip
7481 N. Academy Blvd.		Colorado Springs	CO	USA	80920	1480	9/1/2010	8/31/2013	Strip
7475 W. Colfax	Suite 101	Lakewood	CO	USA	80214	1726	10/12/2006	10/31/2011	Strip
7 Conley Road	Suite 701	La Junta	CO	USA	81050	2400	6/1/2010	1/31/2011	Strip
1871 S. Pueblo Blvd.	Ste 115	Pueblo	CO	USA	81005	2113	5/1/2010	4/30/2012	Strip
24112 E. Orchard Rd		Aurora	CO	USA	80016	1400	1/29/2006	1/31/2011	Strip
10443 Town Center Drive		Westminster	CO	USA	80003	1501	1/30/2006	1/31/2011	Strip
10909 East Arapahoe Place Suite 105		Centennial	CO	USA	80111	1400	11/21/2007	1/31/2013	Strip
3455 N Salida Street		Aurora	CO	USA	80011	1111	9/20/2006	1/31/2012	Strip
8331-D S. Willow Street		Lone Tree	CO	USA	80124	1297	7/25/2007	10/31/2012	Strip
E. Eisenhower Blvd & N. Denver Ave.		Loveland	CO	USA		1248	5/31/2007	1/31/2013	Strip
25 Market Street, Unit C		Glenwood Springs	CO	USA	81601	1428	5/10/2007	5/31/2012	Strip
8501 W BOWLES AVE Unit	SP 1- A	-92 LITTLETON	CO	USA	80123	1127	4/1/2008	3/31/2012	Mall
14200 E ALAMEDA Unit 1031	SP1031	AURORA	CO	USA	80012	1060	1/1/2003	12/31/2012	Mall

4462 Colorado Mills
4481 TWIN PEAKS MALL
4617 Belmar
4777 Quebec Square
4839 Jefferson Village
4840 Pioneer Hills Marketplace
5041 Canyon Gate Plaza
5101 FlatAcre MarketCenter
5216 Palmer Park Power Center
5229 University Hills
5249 Broadmoor Town Center North
5363 Thomton Town Center

5387 Quincy Place Shops
5425 3235 E. Platte Avenue
5437 Plaza at Metzler Ranch
5458 Country Club

5610 Wal-Mart Pueblo and Northern
6025 Front Range Village
6188 Broomfield Corners

6189 River Point at Sheridan
6495 Highlands Ranch
6658 Gardens on Havana
6664 SWM Ft. Collins

6715 River Landing
6718 SWM Cortez Center
6780 Arvada Shops
6800 Ft. Campbell
6802 Ft. Carson
6842 Peterson AFB

58 Danbury Fair
206 Pavilions @ Buckland Hills
384 Brassmill Mall
588 Tumpike Square
595 Price Club Plaza
607 Grade A/Shoprite Plaza
608 Townline Square
612 Plaza at Buckland Hills
659 Brittany West
683 Danbury Center / Airport Plaza
716 Enfield Square
773 Cross Roads Shopping Center
1275 Meriden Square
1612 Daddy's Plaza
1957 Crystal Mall
2228 Hamden Plaza
2297 Bristol Commons
2404 Price Chopper S/C
2458 Putnam Shopping Parkade
2488 Charter Oak
3035 Berkshire Shopping Center
3480 Newington S/C
3595 Town Line Plaza
3708 Montville Commons
3742 Crossing at Lisbon
3782 Sand Hill Plaza
3784 Branhaven Plaza
3789 Kennedy Road Marketplace
3822 Fieldstone Commons
3826 Prospect Plaza
3876 Copaco Center
3959 Groton Shoppers Mart
3973 Split Rock Corner
3977 New Milford Plaza
4070 CONNECTICUT POST

4166 PAVILION AT BUCKLAND HILLS
 4236 WESTFARMS
 4243 TRUMBULL

4310 CONNECTICUT POST MALL
 4325 CRYSTAL MALL
 4347 TRUMBULL
 4407 BRASS MILL CENTER
 4449 MERIDEN SQUARE

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

14500 W. Colfax Avenue Unit Store No. 428		Lakewood	CO	USA	80401	1128	11/13/2002	11/30/2012	Mall
1250 SOUTH HOVER RD Unit 16		LONGMONT	CO	USA	80501	1048	10/1/2007	1/31/2011	Strip
7281 W. Alaska Drive Unit 2M-3-R- 14		Lakewood	CO	USA	80226	1043	5/14/2004	5/31/2014	Mall
7505 East 35th Avenue Unit 380		Denver	CO	USA	80238	1368	9/1/2007	8/31/2012	Strip
9956 Remington Place Unit		Littleton	CO	USA	80128	1280	2/1/2011	1/31/2013	Strip
5494 South Parker Road Unit		Aurora	CO	USA	80015	1200	10/1/2008	9/30/2013	Strip
2760 Canyon Blvd. Unit		Boulder	CO	USA	80302	1530	8/1/2008	7/31/2013	Strip
11467 S. 20 Mile Road Unit C-1A		Parker Colorado Springs	CO	USA	80134	1415	3/1/2009	2/28/2014	Strip
SWC Palmer Park & Powers Unit SEC Colorado Blvd & Yale Avenue Unit		Denver Colorado Springs	CO	USA	80210	1550	2/1/2009	1/31/2014	Strip
1908 Southgate Road Unit		Colorado Springs	CO	USA	80906	1428	5/1/2009	4/30/2014	Strip
10001 Grant Street Unit A		Thomton	CO	USA	80229	1164	2/1/2010	8/31/2012	Strip
NWC of Buckley Road & Quincy Ave. Unit B	Suite B	Aurora Colorado Springs	CO	USA	80014	1482	1/17/2005	1/31/2015	Strip
3235 East Platte Avenue Unit A		Colorado Springs	CO	USA	80909	1447	12/1/2009	1/31/2011	Strip
312 Metzler Drive Unit Suite B		Castle Rock	CO	USA	80104	1500	3/1/2010	2/29/2012	Strip
4318 9th Street Road Unit SW Comer of Pueblo Blvd and Redwood		Greeley	CO	USA	80634	1200	3/24/2010	3/31/2012	Strip
Road Unit		Pueblo	CO	USA		1200	10/14/2005	1/31/2011	Strip
Harmony Rd. & Zeigler Rd.	2842 Council Tree Ave	Fort Collins	CO	USA	80525	1589	8/14/2008	8/31/2013	Strip
4550 West 121st Avenue, Ste 2		Broomfield	CO	USA	80020	1215	7/16/2009	5/31/2015	Strip
	W. Hampton Ave. & S. Santa								
3702 River Point Drive Ste C Highkands Ranch Pky & Lucent Blvd.	Fe Drive	Sheridian Highlands Ranch	CO	USA	80227	1240	2/1/2009	1/31/2014	Strip
10600 E. Garden Drive		Aurora	CO	USA	80012	1476	8/12/2010	8/31/2015	Strip
1275 E. Magnolia Street		Ft. Collins	CO	USA	80524	2500	12/6/2010	1/31/2016	Strip
	S. Townsend Ave. & Rio								
3451 Rio Grande Suite A-3	Grande Ave.	Montrose	CO	USA	81401	2082	10/28/2010	1/31/2016	Strip
215 Sligo Street #2		Cortez	CO	USA	81321	1600	10/21/2010	1/31/2016	Strip
5095 Kipling Street		Arvada Colorado	CO	USA	80033	1500	12/2/2010	12/31/2015	Strip
5661 Screaming Eagle Blvd.		Springs	CO	USA	42223	1066	10/4/2010	10/3/2012	Strip
6303 Wetzel Ave.		Fort Carson Colorado	CO	USA	80913	1196	10/4/2010	10/3/2012	Strip
135 Dover		Springs	CO	USA	80914	645	10/4/2010	10/3/2012	Strip
7 Backus Avenue	Unit A108	Danbury	CT	USA	6810	1425	1/1/2009	4/30/2013	Mall
194 Buckland Hills Drive	Suite 2184	Manchester	CT	USA	6040	1202	3/1/2010	2/28/2011	Mall
495 Union Street	Suite #2154	Waterbury	CT	USA	6706	755	12/9/2000	1/31/2011	Mall
72 Turnpike Square		Milford	CT	USA	6460	1685	9/1/2010	8/31/2011	Strip
323 Universal Dr. No.		North Haven	CT	USA	6473	1800	10/1/2010	1/31/2011	Strip
360 Connecticut Ave.		Norwalk	CT	USA	6854	1400	2/1/2009	1/31/2014	Strip

533 South Broad Street		Meriden	CT	USA	6450	1764	4/1/2010	3/31/2012	Strip
1500-F Pleasant Valley Rd.	B06	Manchester	CT	USA	6040	2192	11/1/2006	1/31/2012	Strip
601 Hartford Rd.		New Britain	CT	USA	6053	2000	2/1/2009	1/31/2014	Strip
20-30 Backus Ave.		Danbury	CT	USA	6813	1909	3/1/2009	2/28/2011	Strip
90 Elm Street		Enfield	CT	USA	6082	1623	2/1/2009	1/31/2012	Strip
167 Parkway North		Waterford	CT	USA	6385	2880	2/1/2011	1/31/2013	Strip
407 Lewis Avenue		Meriden	CT	USA	6450	1446	2/1/2010	1/31/2011	Mall
517 C Boston Post Road		Orange	CT	USA	6477	1500	7/1/2011	6/30/2014	Strip
850 Hartford Turnpike #G-107		Waterford	CT	USA	6385	1706	2/1/2007	1/31/2012	Mall
2100 Dixwell Avenue # 286		Hamden	CT	USA	6514	1500	4/1/2008	3/31/2013	Strip
123 Farmington Avenue		Bristol	CT	USA	6010	2300	4/1/2008	3/31/2013	Strip
945 Wolcott Rd.		Waterbury	CT	USA	6705	3966	11/1/2008	10/31/2011	Strip
62 J Providence Pike		Putnam	CT	USA	6260	2834	2/1/2009	1/31/2014	Strip
69 Overlook Terrace	Space G	Hartford	CT	USA	6106	1600	12/1/2009	11/30/2014	Strip
67 Newton Road		Danbury	CT	USA	6810	2376	3/17/2010	1/31/2011	Strip
2995 Berlin Turnpike		Newington	CT	USA		2173	10/20/2005	1/31/2011	Strip
80 Town Line Rd		Rocky Hill	CT	USA	6067	2000	9/21/2006	1/31/2012	Strip
SR 32 & Fielding Terrace		Uncasville	CT	USA	6382	2000	3/29/2007	3/31/2012	Strip
157 River Rd, Suite 220		Lisbon	CT	USA	6351	2000	8/15/2009	1/31/2015	Strip
228 South Main Street		Newtoen	CT	USA	6470	1824	12/8/2006	12/31/2011	Strip
1060 W Main Street		Branford	CT	USA	6405	2000	1/8/2007	1/31/2012	Strip
1065 Kennedy Road, Suite C		Windsor	CT	USA	6095	1800	7/12/2007	1/31/2013	Strip
Route 195 and I-84		Tolland	CT	USA	6084	1980	4/26/2007	4/30/2012	Strip
18 Kane Street	Unit A	West Hartford	CT	USA	6101	2000	3/1/2008	2/28/2013	Strip
335 Cottage Grove Rd.		Bloomfield	CT	USA	6002	1601	10/18/2007	11/30/2012	Strip
923 Poquonnock Rd.		Groton	CT	USA	6340	1757	6/5/2008	1/31/2014	Strip
702 Bridgeport Ave	Suite 105	Shelton	CT	USA	6484	1966	7/5/2007	7/31/2012	Strip
166 Danbury Rd Suite B		New Milford	CT	USA	6776	2500	11/12/2007	1/31/2013	Strip
1201 BOSTON POST RD Unit		MILFORD	CT	USA	6460	1394	2/1/2008	1/31/2015	Mall
194 BUCKLAND HILLS Unit 1010	SP 1010	MANCHESTER	CT	USA	6040	1346	3/1/2010	2/28/2011	Mall
184 WESTFARMS MALL Unit		FARMINGTON	CT	USA	6032	1349	2/1/2008	1/31/2014	Mall
5065 MAIN ST Unit 1114	STORE 111	TRUMBULL	CT	USA	6611	1277	2/1/2010	1/31/2013	Mall
1201 BOSTON POST ROAD SPACE 1104									
Unit 1104		MILFORD	CT	USA		2192	9/2/2000	1/31/2011	Mall
850 HARTFORD TURNPIKE Unit	SP H	-110 WATERFORD	CT	USA	6385	900	2/1/2009	1/31/2011	Mall
5065 MAIN ST Unit 1114	STORE 111	TRUMBULL	CT	USA	6611	985	2/1/2007	1/31/2014	Mall
495 UNION STREET Unit 2174		WATERBURY	CT	USA	6706	1081	2/1/2008	1/31/2018	Mall
470 LEWIS AVENUE Unit 62A		MERIDEN	CT	USA	6451	801	2/1/2010	1/31/2015	Mall

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STAMFORD TOWN 4571 CENTER	100 GREYROCK PLACE Unit 132		STAMFORD	CT	USA	6901	1087	2/1/2008	1/31/2014	Mall
4606 Danbury Mall	7 BACKUS AVE Unit 877 POST ROAD EAST Unit	#F210	DANBURY	CT	USA	6810	1188	1/1/2009	9/30/2014	Mall
4641 877 POST ROAD EAST	2391 Summer St. Unit stores 3 & 4		WESTPORT	CT	USA	6880	2500	8/1/2008	7/31/2013	Strip
4704 Ridgeway Shopping Center Black Rock Shopping 4717 Center	2285 Black Rock Tpk. Unit		Stamford	CT	USA	6905	1400	12/14/2001	9/30/2011	Strip
4736 Center	Wolcott Road and Stillson Road Unit --		Fairfield	CT	USA	6432	1514	1/1/2007	12/31/2011	Strip
4775 Center	Old Saybrook Shopping 665 Boston Post Road Unit		Waterbury	CT	USA	6705	1583	5/1/2007	4/30/2012	Strip
4836 Bristol Plaza	US 6 & Hefburn Road Unit		Old Saybrook	CT	USA	6475	1800	8/1/2007	7/31/2012	Strip
4838 Shops at Dale Comer, The	385 W Main Street		Bristol	CT	USA	6010	1280	3/1/2008	2/28/2013	Strip
5129 North Haven	Universal Drive & I-91 Unit		Avon	CT	USA	6001	1512	12/14/2002	1/31/2013	Strip
5551 Eastbrook Mall	95 Storrs Road Unit 411 Bamum Ave. cutoff and Rt.1#8	Route 195 & Route 6	North Haven	CT	USA	6473	1800	11/1/2009	10/31/2011	Strip
5816 Stratford Square			Willmantic	CT	USA	6226	1620	6/1/2010	5/31/2013	Strip
5821 Torrington Target	1906 East Main Street		Stratford	CT	USA	6497	2000	7/27/2007	6/30/2012	Strip
5939 Cross Pointe	799 New Haven Road (Rt. 63)	Space #17	Torrington	CT	USA	6790	1820	12/14/2007	1/31/2013	Strip
6089 Walmart Plaza	656 New Haven ave. 1125 or 1107 Killingly Commons Drive		Naugatuck	CT	USA	6670	3107	11/14/2007	1/31/2013	Strip
6184 Killingly Commons		-395 and Route 101	Derby	CT	USA	6418	1750	5/12/2008	9/30/2013	Strip
6226 Adams Market Plaza	1377 New Haven Ave.		Killingly	CT	USA	6241	1600	3/19/2009	3/31/2014	Strip
6428 Brookside Shopping Center	4571 Main Street		Milford	CT	USA	6460	1600	7/18/2008	7/31/2013	Strip
6438 Farmingdale Plaza	707 Farmington Ave.		Bridgeport	CT	USA	6606	1825	5/17/2009	5/31/2014	Strip
6497 The Village Shops	I-84 & West Street		New Britain	CT	USA	6053	2385	6/3/2009	6/30/2014	Strip
6952 Shop Rite Plaza	2000 West Main Street		Southington	CT	USA	6489	1800			Strip
2412 H Street Connection	817 H Street, NE		Stanford	CT	USA	6902	1461			Strip
5306 Hechinger Mall	1551 Maryland Avenue NE		Washington	DC	USA	20002	1526	10/1/2009	9/30/2012	Strip
6513 Jenkins Row	1350 Potomac Ave		Washington	DC	USA	20002	1700	5/1/2010	4/30/2011	Strip
6903 Adams Morgan	1747 Columbia Rd. NW		Washington	DC	USA	20003	1512	10/15/2009	11/30/2014	Strip
431 Governors Square S/C	1015 Governors Place		Washington	DC	USA	20009	2713			Strip
626 Kirkwood Plaza	4345 Kirwood Hwy.	Suite 100	Bear	DE	USA	19701	1200	9/6/2010	9/5/2013	Strip
657 Concord Gallery	3612 Concord Pike		Wilmington	DE	USA	19808	2250	5/1/2009	4/30/2012	Strip
957 People's Plaza	780 People's Plaza		Wilmington	DE	USA	19806	1000	10/1/2008	9/30/2011	Strip
974 Suburban Plaza	3326 Suburban Drive		Newark	DE	USA	19713	1600	7/18/2007	7/31/2012	Strip
1853 Dover Mall	3054 Dover Mall	Store #1054	Newark	DE	USA	19711	1600	11/1/2007	10/31/2012	Strip
2448 First State Plaza	1614 W. Newport Pike	Space 1614	Dover	DE	USA	19901	1001	5/9/2001	4/30/2011	Mall
2466 F&N Shopping Ctr - 2466	2074 Naamans Rd		Stanton	DE	USA	19804	1600	8/1/2009	7/31/2014	Strip
3401 Sussex Plaza	785 N. Dual Highway, # 20 728 CHRISTIANA MALL Unit 711	SPACE 725	Wilmington	DE	USA	19810	2000	8/1/2008	7/31/2013	Strip
4256 CHRISTIANA MALL	4737 CONCORD PIKE Unit 600		Seaford	DE	USA	19973	1200	11/1/2010	10/31/2013	Strip
4506 CONCORD MALL (DE)	3084 DOVER MALL Unit 3084		NEWARK	DE	USA	19702	2400	10/15/2007	9/30/2017	Mall
4579 DOVER MALL			WILMINGTON	DE	USA	19803	1856	3/1/2002	2/28/2012	Mall
5388 Pelican Square	4575 Highway One Unit		DOVER	DE	USA	19901	1668	10/1/2009	9/30/2016	Mall
5400 Milford Landing	941 N. Dupont Highway Unit 3204 Kirkwood Highway Unit 2	Suite K	Rehoboth Beach	DE	USA	19971	1386	10/1/2009	9/30/2012	Strip
5513 Prices Comer			Milford	DE	USA	19963	2500	9/1/2009	8/31/2012	Strip
5885 Camden Town Center	374 Wal-Mart Drive Unit 8		Wilmington	DE	USA	19808	1000	2/1/2010	1/31/2013	Strip
5898 Market Square	5601 Concord Turnpike Rt. 13 & Thomas Harmon Drive		Camden	DE	USA	19934	1600	10/31/2007	1/31/2013	Strip
7051 Camden Town Center	8001 S. Orange Blossom Trail, Ste. 718		Wilmington	DE	USA	19803	1900	9/20/2007	1/31/2013	Strip
84 Florida Mall			Dover	DE	USA	19901	4100	11/3/2007	1/31/2013	Strip
107 Regency Square Mall	9501 Arlington Expressway	# 530	Orlando	FL	USA	32809	1438	2/1/2010	1/31/2013	Mall
113 Cordova Mall	5100 North 9th Avenue		Jacksonville	FL	USA	32225	1259	2/1/2009	1/31/2012	Mall
			Pensacola	FL	USA	32504	675	6/2/2005	7/31/2015	Mall

156	Port Charlotte Town Ctr	1441 Tamiami Trail	Suite 959	Port Charlotte	FL	USA	33948	1303	5/1/2009	4/30/2016	Mall
176	Edison Mall	4125 Cleveland Avenue	Suite 65	Fort Myers	FL	USA	33901	1800	2/1/2006	1/31/2013	Mall
218	Pembroke Lakes Mall	11401 Pines Boulevard	Space #806	Pembroke Pines	FL	USA	33026	1280	9/1/2002	1/31/2013	Mall
377	Countryside	27001 Hwy 19 North #2048		Clearwater	FL	USA	33761	836	2/1/2010	1/31/2011	Mall
390	Largo Mall	1050 Ulmerton Road, Unit 235		Largo	FL	USA	33771	1705	2/1/2008	1/31/2013	Mall
413	Royal Eagle Plaza	9160-A Wiles Road	A	-09 A Coral Springs	FL	USA	33071	1171	8/1/2008	7/31/2013	Strip
437	Vista Shopping Center	6520 Northwest 186th Street		Miami	FL	USA	33015	1050	2/1/2008	1/31/2013	Strip
441	Pembroke Commons	612 North University Dr.		Pembroke Pines	FL	USA	33024	1800	8/1/2008	7/31/2011	Strip
459	Lake Fredrica S/C	3916 Semoran Blvd.		Orlando	FL	USA	32822	1500	9/1/2010	1/31/2011	Strip
474	Palm Springs Mile	1001 West 49th Street	Bay #	7 Hialeah	FL	USA	33012	3800	4/1/2007	3/31/2012	Strip
484	Keystone Plaza	13631 Biscayne Blvd., Bay # 8		North Miami Beach	FL	USA	33181	1620	3/1/2008	2/28/2013	Strip
485	Lake Mary	4300 W. Lake Mary Blvd , Suite 1004	Unit B	Lake Mary	FL	USA	32746	1400	2/1/2009	1/31/2014	Strip
486	Metro Plaza	2430 S. Kirkman Road		Orlando	FL	USA	32811	1440	2/1/2008	1/31/2011	Strip
487	Seminole Center	3715 S. Orland Drive, Suite 500		Sanford	FL	USA	32773	1300	3/1/2008	2/28/2013	Strip
491	Trail Plaza	1072 Southwest 67th Avenue	Space #1060	Miami	FL	USA	33144	1700	2/1/2008	1/31/2013	Strip
493	Westgate Square	2781 N. Hiawasse Road		Orlando	FL	USA	32818	1200	2/1/2008	1/31/2011	Strip
494	Willa Springs Village	5701 Red Bug Lake Road		Winter Springs	FL	USA	32708	1625	8/1/2007	7/31/2012	Strip
505	Oviedo Marketplace	822 Oviedo Marketplace Blvd.		Oviedo	FL	USA	32765	1536	1/1/2010	12/31/2011	Mall
511	Dolphin Mall	11250 NW 25th #E-416		Miami	FL	USA	33172	1594	3/2/2001	1/31/2011	Mall
1003	Sawgrass Mills	12801 W. Sunrise Blvd.	Unit 641	Sunrise	FL	USA	33323	1653	8/1/2008	7/31/2015	Mall
1109	Treasure Coast Square	3086 NW Federal Highway		Jensen Beach	FL	USA	34957	1657	5/1/2009	4/30/2016	Mall
1148	Cordova Mall	5100 North 9th Avenue	Unit H807	Pensacola	FL	USA	32504	1677	2/1/2010	1/31/2013	Mall
1160	Coastland Center	1714 Tamiami Trail North		Naples	FL	USA	33940	1765	2/1/2008	1/31/2018	Mall
1232	Panama City Mall	2272 Cove Boulevard		Panama City	FL	USA	32405	1068	2/1/2008	1/31/2011	Mall
1250	DeSoto Square Mall	303 U.S. Hwy 301 Blvd. West	#	237 Brandon	FL	USA	34205	1246	5/1/2009	4/30/2016	Mall
1281	Brandon Town Center	2615 West Brandon Boulevard		Brandon	FL	USA	33511	1247	2/1/2008	1/31/2011	Mall
1329	Santa Rosa Mall	300 Mary Esther Boulevard		Mary Esther	FL	USA	32569	1200	2/1/2009	1/31/2014	Mall
1583	Century Plaza	1884 South Semoran Blvd.	Suite 500	Orlando	FL	USA	32822	1450	3/1/2009	2/28/2014	Strip
1589	Northpoint Plaza	15217 N. Dale Mabry Hwy		Tampa	FL	USA	33618	1760	11/1/2007	10/31/2012	Strip
1596	Captains Cove (Tyrone Square)	3942 Tyrone Blvd., Suite B		St. Petersburg	FL	USA	33710	1501.5	2/1/2008	1/31/2013	Strip
1644	Waterford Lakes Town Cnt	495 Alafaya Trail	Room N04	Orlando	FL	USA	32828	2452	11/23/2009	1/31/2015	Strip
1664	Tower Shops	2220 South University Drive	FUNCO, INC. #1664	Davie	FL	USA	33324	2570	10/11/2010	1/31/2016	Strip

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1666 Boynton Commons	389 N. Congress Avenue		Boynton Beach	FL USA	33436	1200	2/1/2010	1/31/2011	Strip
1667 Boulevard Square	10900 Pines Boulevard		Pembroke Pines	FL USA	33026	1200	11/1/2010	1/31/2011	Strip
1679 West Town Corners	200 South SR 434		Altamonte Springs	FL USA	32714	1190	8/1/2007	7/31/2012	Strip
1688 Universal Plaza	5492 N. University		Lauderhill	FL USA		1470	12/1/2010	1/31/2011	Strip
1713 Coral Square Mall	9469 West Atlantic Blvd.	Space #9145	Coral Springs	FL USA	33071	1000	11/12/2010	1/31/2013	Mall
1793 Miller Road S/C	9338 SW 56th Street		Miami	FL USA	33175	1200	5/1/2010	4/30/2012	Strip
1794 Briar Bay	13125 SW 89th Place		Miami	FL USA	33176	1179	1/30/2002	4/30/2012	Strip
1795 Flagler Park Plaza	8321 W. Flagler Street		Miami	FL USA	33144	1700	8/1/2007	7/31/2012	Strip
1796 Sheridan Plaza S/C	4905 Sheridan Street		Hollywood	FL USA	33021	1200	6/13/2007	6/30/2012	Strip
1826 Westshore Plaza	223 Westshore Plaza	Space #C-31	Tampa	FL USA	33609	884	12/1/2010	1/31/2011	Mall
1847 Broward Mall	8000 W. Broward Blvd #115		Plantation	FL USA	33388	1413	8/1/2001	7/31/2011	Mall
2201 Coral Way	8743 SW 24th Street, Suite J		Miami	FL USA	33165	1500	12/1/2009	11/30/2011	Strip
2204 Lake Brandon Shoppes	11025 Causeway Boulevard	Suites 3 & 4	Brandon	FL USA	33511	2900	2/1/2009	1/31/2014	Strip
2259 Colonial Shopping Center	9540 SW 160th Street		Miami	FL USA	33157	1360	1/1/2008	12/31/2012	Strip
2262 Plantation Square	6973 West Broward Blvd.		Plantation	FL USA	33317	1530	1/1/2008	12/31/2012	Strip
2285 Coco Plaza	2451 W. 68th St. Bay 1		Hialeah	FL USA	33016	1212	4/1/2009	3/31/2012	Strip
2312 Clearwater Mall	2723 Gulf To Bay Blvd		Clearwater	FL USA	33759	1388	11/1/2008	10/31/2013	Strip
2313 Jacaranda Plaza	8227 W. Sunrise Blvd.		Plantation	FL USA	33322	1579	6/1/2008	5/31/2013	Strip
2586 Apopka Land	739 S. Orange Blossom Trail		Apopka	FL USA	32703	1140	2/1/2009	1/31/2012	Strip
2599 Millenia Plaza	4600 Millenia Plaza Way		Orlando	FL USA	32839	1620	12/1/2008	11/30/2013	Strip
2672 Colonial Marketplace	2907 East Colonial Drive		Orlando	FL USA	32803	2080	8/1/2009	1/31/2011	Strip
2691 Sheridan Shoppes @ Muvico	15641 Sheridan Street	Unit 400	Davie	FL USA	33331	1400	2/1/2005	1/31/2015	Strip
2713 Marianna Center	4918 Malloy Plaza		Marianna	FL USA	32448	1600	2/1/2009	1/31/2014	Strip
2727 St Lucie	144 Northwest California Blvd.		Port Saint Lucie	FL USA	34986	1300	8/1/2010	7/31/2013	Strip
2811 Beacon Centre	8684 NAW 13 Terrace		Miami	FL USA	33126	1500	12/1/2010	1/31/2011	Strip
2846 Island Palm Shoppes	16055 Emerald Coast Parkway	Unit #	104 Destin	FL USA	32541	1400	2/1/2010	1/31/2013	Strip
2898 Citrus Park	8502 Citrus Park Drive		Tampa	FL USA	33625	2266	6/30/2005	1/31/2016	Strip
2900 St Johns Town Center	4668 Town Crossing Drive	Suite 131	Jacksonville	FL USA	32246	1600	4/1/2010	3/31/2013	Strip
2941 Orange Park Village	8635 Blanding Blvd	Suite 203	Jacksonville	FL USA	32244	1510	11/1/2009	10/31/2014	Strip
2970 Seminole Town Center	1417 W.P. Ball Boulevard		Sanford	FL USA	32771	1600	7/29/2005	1/31/2011	Strip
2995 Mall at 163rd Street	1421 NE 163rd Street		North Beach	FL USA	33162	2150	5/26/2006	5/31/2016	Strip
3009 South Ortega Marketplace	6331 Roosevelt Boulevard	Space # 10	Jacksonville	FL USA	32244	1400	3/1/2010	2/28/2013	Strip
3024 The Avenue Viera	2250 Town Center Avenue	Suite 101	Melbourne	FL USA	32940	1498	2/18/2005	1/31/2011	Strip
Park Shoppes @ Andrea 3048 Lane	14261 South Tamiami Trail	Unit 5	Ft Meyers	FL USA	33912	2000	4/1/2005	1/31/2011	Strip
3097 Parkside Mall	3720 Park Blvd.		Pinellas	FL USA	33781	3100	8/23/2009	8/31/2014	Strip Plaza
3120 Gateway Station	1395 East Osceola Parkway		Kissimmee	FL USA	34744	1600	12/8/2005	1/31/2011	Strip
3198 Shoppes@Ives Dairy	19807 NW 2nd Ave.		Miami Gardens	FL USA	33169	2100	8/4/2007	1/31/2013	Strip
3373 Market Place Retail Plaza	4221 SE Federal Hwy		Stuart	FL USA	34997	2000	12/14/2007	1/31/2013	Strip
3376 LeJune & 9th Street	961 East 8th Avenue		Hialeah	FL USA	33010	1750	3/15/2006	3/31/2011	Strip
3389 Village Portico	255 SW 8th Street		Miami	FL USA	33130	1865	8/1/2010	7/31/2013	Strip
3390 Atlantic Business Center	2223 S. W. 2nd Street	Space 2248	Pompano Beach	FL USA	33069	1944	2/17/2006	2/28/2011	Strip
3459 Coconut Point	8076 Mediterranean Drive	Suite 109	Estero	FL USA	33928	2300	10/22/2006	1/31/2012	Strip Plaza
3503 River City Marketplace	Interstate 95 & Duval Road		Jacksonville	FL USA	32218	1954	10/27/2006	10/31/2011	Strip
3538 Apopka SWM	1712 S Orange Blossom Trail		Apopka	FL USA	32703	1587	3/17/2006	3/31/2011	Strip
3571 Boynton Town Center	870 North Congress Ave.		Boynton Beach	FL USA	33426	1123	10/25/2007	1/31/2013	Strip

3588 Lakeside Town Shops	5810 S University Drive	Bay No. 118-119	Davie	FL USA	33024	1688	8/1/2006	7/31/2011	Strip
3608 Village Square	2929 West Highway 90		Lake City	FL USA	32055	1500	2/1/2006	1/31/2011	Strip
Pablo Creek East Plaza aka 3613 Target Center	SEC of Hodges & Beach Blvd		Jacksonville	FL USA	32224	1540	1/29/2007	3/31/2012	Strip
3615 Winter Haven	Avenue G & US 17		Winter Haven	FL USA	33880	1600	2/6/2006	2/28/2011	Strip
3622 Wal-Mart Orange City	1169 Saxton Blvd		Orange City	FL USA	32763	1600	4/20/2006	4/30/2011	Strip
3626 Sawgrass Landing	Sunrise Boulevard @ NW 136 Avenue		Sunrise	FL USA	33323	1511	4/6/2007	6/30/2012	Strip
3635 Pinellas Crossroads	2685 Roosevelt Blvd		Clearwater	FL USA	33760	1260	3/23/2006	3/31/2011	Strip
3636 Ross Center	8610 Hillsborough Avenue		Tampa	FL USA	33614	1200	3/16/2006	3/31/2011	Strip
3640 Grand Oaks Square	State Road 60		Vero Beach	FL USA	32960	1540	9/14/2006	9/30/2011	Strip
3647 Wal-Mart OutParcel	11275 SE 178th Place		Summerfield	FL USA	34491	1152	1/1/2011	1/31/2014	Strip
3665 Kissimmee Commons	4370 West Vine Street	Unit 104	Orlando	FL USA		1530	7/24/2007	7/31/2012	Strip
3671 Wal-Mart Florida City	33521 S Dixie Hwy., Suite 6		Florida City	FL USA	33034	1587.5	11/17/2006	1/31/2012	Strip
3695 University Mall	2200 East Fowler Ave.	Suite 261 12305 SW 137th Ave Suite	Tampa	FL USA		1963	7/24/2006	7/31/2013	Strip
3698 London Square	Township 55 South Range 39 East 10991 San Jose Boulevard	308	Miami	FL USA	33186	1500	8/21/2008	1/31/2014	Strip
3699 Mandarin Corners S/C			Jacksonville	FL USA	32223	1873	11/22/2006	11/30/2011	Strip
3700 Miller Square	13744 SW 56th Street		Miami	FL USA	33175	1400	4/17/2007	6/30/2013	Strip
Turtle Crossing fka Hawks 3701 Crossing	4364 North State Rd. # 7 4125 Cleveland Ave #1495	Space # 3-12	Coral Springs	FL USA	33073	1837	5/7/2009	5/31/2014	Strip
3710 Edison Mall	11081 Souhtem Boulevard		Fort Myers Royal Palm Beach	FL USA	33901	1470	11/13/2006	1/31/2014	Mall
3717 Southern Palm Crossing				FL USA	33411	1440	3/1/2007	1/31/2013	Strip
3721 Corsica Square	TBD Pines Blvd & Westfork Way		Miami Pembroke Pines	FL USA		1400	3/8/2007	3/31/2012	Strip
3722 Paraiso Park				FL USA		1500	2/20/2007	2/29/2012	Strip
3734 Galleria of Callaway	738 N Tyndall Road		Callaway	FL USA	32404	1789	8/23/2007	8/31/2012	Strip
3746 Poinciana T/C	1090 Cypress Parkway		Kissimmee	FL USA	34759	1375	2/22/2008	2/28/2013	Strip
3829 Orlando Fashion Square	3201 East Colonial Drive	Suite D 26	Orlando	FL USA	32803	1350	9/29/2007	9/30/2017	Mall
3835 Hollywood Hills Plaza	3251 Hollywood Blvd #270		Hollywood Hialeah Gardens	FL USA	33021	1800	6/7/2007	6/30/2012	Strip
3836 Hialeah Gardens Boulevard	7725 W 33rd Ave			FL USA	33018	1500	4/22/2008	4/30/2018	Strip
3844 Gulf Coast Town Center	9902 Gulf Coast Main St. 5516 South State Rd. 7 #130		Fort Myers	FL USA	33913	1877	4/5/2007	4/30/2012	Strip
3856 Shops at Mission Lakes			Lantana	FL USA	33467	1300	6/28/2007	6/30/2012	Strip
3901 Crossroads Marketplace	3045 Columbia Blvd	Suite A103	Titusville	FL USA	32780	1600	12/10/2007	1/23/2013	Strip
3903 The Landings at Traditions	10664 SW Village Parkway	Space C5-B	Port St. Lucie	FL USA	34987	1400	10/8/2007	1/31/2013	Strip
3926 Marketplace @ Tiger Point	3707 Gulf Breeze Parkway	Suite 3713	Gulf Breeze	FL USA	32563	1550	7/28/2007	7/31/2012	Strip
3929 Phillips Landing	8972 Turkey Lake Road	Bldg A Suite 500	Orlando	FL USA	32806	1500	8/16/2007	8/31/2012	Strip

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3946 Speedway Village	2292 W. International Speedway Blvd		Daytona Beach	FL USA	32114 2125	7/17/2008	7/31/2013	Strip
3969 Shoppes of Spring Hill	1875 Commercial Way Ste E	US 19 & Springhill	Spring Hill	FL USA	34606 1550	12/12/2008	1/31/2014	Strip
4022 PADDOCK MALL	3100 COLLEGE ROAD Unit 158		OCALA	FL USA	34474 1177	2/1/2010	1/31/2013	Mall
4036 AVENTURA MALL	19575 BISCAYNE BOULEVARD Unit 1641		AVENTURA	FL USA	33180 1225	9/1/2009	1/31/2011	Mall
4038 GULF VIEW SQUARE	9409 U.S. Highway 19 Unit 219		PORT RICHEY	FL USA	34668 1213	6/23/2003	6/30/2013	Mall
4047 PEMBROKE LAKES MALL	11401 PINES BLVD Unit 442		PEMBROKE PINES	FL USA	1352	11/15/2000	1/31/2011	Mall
4145 GARDENS, THE	3101 PGA BLVD Unit P-205	SP Q235	PALM BEACH GARD	FL USA	33418 924	7/1/2008	6/30/2013	Mall
4169 Mall at Millenia	4200 Conroy Road Unit M 217		Orlando	FL USA	32839 1046	10/18/2002	1/31/2013	Mall
SEMINOLE TOWNE 4190 CENTER	276 TOWN CENTER CIRCLE Unit H-2	SPACE H-2	SANFORD	FL USA	32771 1192	2/1/2006	1/31/2011	Mall
4199 EAGLE RIDGE MALL	757 EAGLE RIDGE DRIVE Unit 322	SPACE 322	LAKE WALES	FL USA	33853 1224	2/1/2007	1/31/2012	Mall
4202 DADELAND MALL	7359 DADELAND MALL Unit 1710		MIAMI	FL USA	33156 765	2/1/2006	1/31/2013	Mall
4211 DOLPHIN MALL	11401 NW 12TH STREET SPACE 122 Unit		MIAMI	FL USA	33172 1576	3/1/2001	2/28/2011	Mall
4231 BRANDON TOWN CENTER	122		MIAMI	FL USA	33172 1576	3/1/2001	2/28/2011	Mall
4231 BRANDON TOWN CENTER	671 BRANDON TOWN CENTER Unit 671		BRANDON	FL USA	33511 1490	8/1/2010	1/31/2011	Mall
4245 FLORIDA MALL	8001 ORANGE BLOSSOM TRAIL	SPACE 128	ORLANDO	FL USA	32809 1046	2/1/2009	1/31/2016	Mall
4255 MELBOURNE SQUARE S/C	1700 W NEW HAVEN AVE Unit	ROOM 557	MELBOURNE	FL USA	32904 1277	1/1/2008	1/31/2015	Mall
4271 AVENTURA MALL	19501 BISCAYNE BLVD Unit 1273	1273 AVENTURA MALL	MIAMI ALTAMONTE	FL USA	33180 1364	7/1/2009	1/31/2011	Mall
4289 ALTAMONTE MALL	451 ALTAMONTE AVE Unit 12801 W SUNRISE BLVD Unit 259	SPACE 857	SPRINGS	FL USA	32701 1488	7/1/2010	6/30/2013	Mall
4303 SAWGRASS MILLS MALL AT WELLINGTON	10300 Forest Hill Blvd Unit 132	SP 259	SUNRISE	FL USA	33323 1490	6/1/2010	1/31/2011	Mall
4327 GREEN, THE	10300 SOUTHSIDE BLVD Unit Room	Suite 132	WELLINGTON	FL USA	33414 1151	2/1/2009	1/31/2014	Mall
4335 AVENUES, THE	Number 1330	SP 133	JACKSONVILLE	FL USA	32256 871	8/1/2001	12/31/2011	Mall
4336 Bayside Marketplace	401 Biscayne Blvd. Unit S- 139		Miami	FL USA	33132 909	2/1/2010	1/31/2015	Mall
4340 MIAMI INTERNATIONAL TOWN CENTER BOCA	1455 NW 107 AVE. Unit 366	SPACE 366	MIAMI	FL USA	33172 887	1/1/2008	1/31/2015	Mall
4348 RATON	105 Town Center Unit 1117		Boca Raton	FL USA	33431 1000	2/1/2011	1/31/2013	Mall
4349 INDIAN RIVER	6200 20TH ST. (S.R.60) Unit 630	ROOM 636	VERO BEACH	FL USA	32966 1183	2/1/2011	1/31/2014	Mall
4357 TALLAHASSEE MALL	2415 N. MONROE ST. Unit 322		TALLAHASSEE	FL USA	32303 675	2/1/2010	1/31/2011	Mall
4390 Oaks Mall, The	6419 Newberry Road Unit 6419 Newberry							
4392 VOLUSIA MALL	Rd.	Space D12B	Gainesville	FL USA	32605 1005	11/16/2002	12/31/2012	Mall
4394 CITRUS PARK TOWN CENTER	1700 VOLUSIA AVE Unit 314		DATONA BEACH	FL USA	32114 1497	8/1/2001	12/31/2011	Mall
4408 TYRONE SQUARE FALLS SHOPPING CENTER,	8131 CITRUS PARK TOWN CENTER Unit							
4424 THE	8131		TAMPA	FL USA	33625 1081	3/29/2009	3/31/2012	Mall
4424 THE	2366 TYRONE WAY Unit 732	SPACE 732	SAINT PETERSBURG	FL USA	33710 1680	6/11/2001	6/30/2011	Mall
4452 BOYNTON BEACH	8888 Howard Dr	SW 136th St., Unit 435	MIAMI	FL USA	33176 1255	1/1/2008	1/31/2015	Mall
4455 ORANGE PARK	801 NORTH CONGRESS AVENUE Unit		BOYNTON BEACH	FL USA	33426 887	10/1/2007	9/30/2012	Mall
4455 ORANGE PARK	737		ORANGE PARK	FL USA	32073 1200	2/1/2010	1/31/2011	Mall

4459 REGENCY SQUARE II	9501 ARLINGTON EXPRESSWAY Unit 777 E. MERRITT ISLAND CAUSEWAY Unit	SP355	JACKSONVILLE FL USA	32225 721	1/1/2002	12/31/2011	Strip
4472 MERRITT SQUARE MALL	J-7 1500 Apalachee Parkway Unit		MERRITT ISLAND FL USA	32952 917	5/1/2009	4/30/2012	Mall
4483 Governor's Square	8201 SOUTH TAMIAMI TRAIL SPACE #32		Tallahassee FL USA	32301 1168	2/1/2009	1/31/2012	Mall
4499 SARASOTA SQUARE MALL	Unit 32 1801NW HIGHWAY 19 SPACE#591A Unit		SARASOTA FL USA	1392	1/1/2011	1/31/2014	Mall
4507 CRYSTAL RIVER MALL	591A 3800 US HIGHWAY 98 NORTH Unit 630		CRYSTAL RIVER FL USA	34428 1242	10/1/2010	9/30/2013	Mall
4523 LAKELAND SQUARE			LAKELAND FL USA	33805 750	1/1/2010	12/31/2011	Mall
4539 COUNTRYSIDE MALL	27001 US 19 N SUITE 1050 20505 South Dixie Highway Unit 1785		CLEARWATER FL USA	33761 894	2/1/2010	1/31/2011	Mall
4541 Cutler Ridge Mall	901 US 27 NORTH SUITE 27 Unit 27		Miami FL USA	33189 1600	5/1/2008	4/30/2013	Mall
4569 LAKESHORE MALL	7795 West Flagler Street Unit Suite 52		SEBRING FL USA	1330	12/1/2010	1/31/2011	Mall
4591 Mall of the Americas (FL)			Miami FL USA	33144 1358	2/1/2010	1/31/2011	Mall
4600 WESTLAND MALL Hunter Creek Shopping Center	1675 W 49TH ST Unit 1348 SP 1348 2101 Town Center Blvd. 6570 S. Tamiami Trail Unit 6570 S. Tamiami		HIALEAH FL USA	33012 1275	7/1/2003	6/30/2013	Mall
4783 Center			Orlando FL USA	32837 3512	10/22/2008	6/30/2014	Strip
4830 Sarasota Pavilion	Trail 33342 US Highway 19, North Unit		Sarasota FL USA	34231 2000	2/1/2008	1/31/2013	Strip
4832 For Eyes Plaza			Palm Harbor FL USA	1600	2/1/2008	1/31/2013	Strip
4842 Shoppes at Coral Ridge	6067 Coral Ridge Road Unit 800 Ocala Road Unit Space #390		Coral Springs FL USA	33071 1724	2/1/2008	1/31/2013	Strip
4845 Ocala Corners	1253 Bruce B. Downs Boulevard Unit		Tallahassee FL USA	32304 1400	2/1/2008	1/31/2013	Strip
4853 Northwoods Center			Tampa FL USA	33543 2000	6/1/2008	5/31/2013	Strip
4859 Kendale Lakes Plaza	13925 S.W. 88th Street Unit 480 N. Orlando Avenue Unit Suite C133		Miami FL USA	33186 1125	7/1/2008	6/30/2013	Strip
4862 Winter Park Village			Winter Park FL USA	32789 1580	5/1/2008	4/30/2011	Strip
4867 Northridge SC Plaza at Brandon Town Center	824 E. Commercial Blvd. Unit 217 Brandon Town Center Drive Unit		Oakland Park FL USA	33334 1510	4/1/2008	3/31/2013	Strip
4873 Center			Brandon FL USA	33511 1200	6/1/2008	5/31/2013	Strip
4874 Coral Ridge Mall S/C	3200 N. Federal Highway Unit Suite 210		Ft. Lauderdale FL USA	33306 2000	4/1/2008	3/31/2013	Strip
4875 Deerfield Mall	Room #1430 Unit	3928 W. Hillsboro Boulevard	Deerfield Beach FL USA	33442 2000	4/1/2008	3/31/2013	Strip
4898 Piers Shopping Center, The	6339 Tacoma Drive Unit 401 Mary Esther Boulevard Unit 401 A		Port Richey FL USA	34668 2150	6/1/2008	5/31/2013	Strip
4902 401 Mary Esther Boulevard			Mary Esther FL USA	32569 1496	2/1/2008	1/31/2013	Strip
4903 Homestead Towne Square	927 N. Homestead Boulevard Unit		Homestead FL USA	33030 2000	5/1/2008	4/30/2013	Strip
4909 Babies 'R Us Plaza	Commercial Blvd & University Dr Unit 67		Lauderhill FL USA	33319 1500	4/1/2008	3/31/2013	Strip
4917 Patriot Village	1264 W. Brandon Blvd. Unit 9065 South Dixie Highway Unit		Brandon FL USA	33511 1716	5/1/2008	4/30/2013	Strip
4947 Shops of Pinecrest, The			Village of Pinecrest FL USA	33156 1254	6/1/2008	5/31/2013	Strip
4952 Lakewood S/C	5497 W. Atlantic Blvd. Unit Space #3 2491 East Okeechobee Blvd. Unit		Margate West Palm Beach FL USA	33063 1200	9/1/2008	8/31/2013	Strip
4953 Westward Shopping Center		ST E		33409 1350	2/1/2009	1/31/2014	Strip
4962 Cobblestone Village	200 CBL Drive Unit Suite 107		St. Augustine FL USA	32086 1400	6/1/2008	5/31/2013	Strip

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4969 535 Pine Island Road Viera Plaza aka Shoppes at 4970 Lake Andrew	545 Pine Island Road Unit 20533 Biscayne Blvd. Unit E-6	North Ft. Myers	FL USA	33903	1800	5/1/2009	4/30/2014	Strip
4971 Promenade Shops, The Bayou Boulevard fka Cordova 4973 Mall	5020 Bayou Blvd. Unit 5020 Bayou Blvd.	Aventura	FL USA	33180	1280	6/1/2008	5/31/2013	Strip Street Front
4989 Normandy	7077 Normandy Blvd. Unit 1158 North University Drive Unit	Jacksonville	FL USA	32205	1500	9/1/2008	8/31/2013	Strip
4990 Maplewood Plaza		Coral Springs Altomonte Springs	FL USA	33071	1068	1/1/2009	12/31/2013	Strip Street Front
5038 Jamestown Place	931 NSR 434 Unit #1105 10576 W. Colonial Drive Unit	Ocoee	FL USA	34761	1675	7/1/2008	6/30/2013	Strip
5051 Ocoee Commons	512 N. State Road 7 Unit Suite 512	Royal Palm Beach	FL USA	33411	1800	1/1/2009	12/31/2013	Strip
5091 Coral Sky Plaza	7031 North State Road 7 Unit Suite 3-B	Parkland	FL USA	33073	1600	8/1/2008	7/31/2013	Strip
5097 Shoppes of Parkland	6390-52 W. Indiantown Road Unit	Jupiter	FL USA	33458	1274	2/1/2009	1/31/2014	Strip
5098 Chasewood Plaza		New Port Richey	FL USA	34655	1200	2/1/2009	1/31/2014	Strip
5099 Mitchell Ranch Plaza	3030 Little Road Unit 16383 Miramar Parkway Unit	Miramar	FL USA	33027	1400	7/1/2009	6/30/2014	Strip
5114 Shoppes at Silver Isles								
5123 Silver Springs Commons	4920 N.E. Silver Springs Boulevard Unit 105	Ocala	FL USA	34470	1700	7/1/2009	6/30/2014	Strip
5124 Seminole Centre Ormond	1345 W. Granada Blvd. Unit 6	Ormond Beach	FL USA	32174	1470	10/1/2008	9/30/2013	Strip
5131 Pines Plaza	#7	Port Orange	FL USA	32127	1500	2/1/2009	1/31/2014	Strip
5132 Shops at Hancock Center Shoppes of Deerwood Lake, 5149 The	2670 E. Highway 50 Unit #7 4352 Southside Blvd. Unit	Clermont	FL USA	34711	1400	2/6/2009	2/5/2014	Strip
5150 Ross Plaza	2275 Pine Ridge Road Unit 18486 NW 67th Avenue Unit	Jacksonville	FL USA	32216	1550	2/1/2009	1/31/2012	Strip
5151 Country Club Plaza		Naples	FL USA	34109	1302	2/1/2009	1/31/2014	Strip
5158 Shoppes on the Green	Weston & Blatt Road Unit	Hialeah	FL USA	33015	1660	2/1/2009	1/31/2014	Strip
5159 Airpark Plaza	5709 N.W. 7th Street Unit	Weston	FL USA	33326	1439	12/9/2005	1/31/2011	Strip
5160 Somerset Shoppes	8903 Glades Road Unit Weston Road and Emerald Park Circle	Miami	FL USA	33126	1200	10/1/2009	9/30/2011	Strip
5173 Weston Commons	Road Unit 7332 W. Colonial Drive Unit Suite B	-4 Boca Raton	FL USA	33434	1450	2/1/2009	1/31/2014	Strip
5174 Dorscher Plaza		Weston	FL USA	33331	1238	7/1/2010	6/30/2013	Strip
5201 66-74 Blanding Boulevard	66 Blanding Boulevard Unit Suite A	Orlando	FL USA	32818	2000	2/1/2009	1/31/2012	Strip
5204 Plant City Retail	2407 James Redmon Parkway Unit 1	Orange Park	FL USA	32073	2700	2/1/2009	1/31/2014	Strip
5217 Home Depot Center	I 295 Lem Turner Road Unit	Plant City	FL USA	33566	1350	5/1/2010	1/31/2013	Strip
5218 Market at Southside Sweet Bay f/m/a Kash n Karry 5219 S/C	334 E. Michigan Street Unit 2543 N. Dale Mabry Highway Unit 203	Jacksonville	FL USA	32218	1600	6/1/2010	5/31/2013	Strip
5220 Casselberry Exchange	145 State Road 436 Unit 1434 West Lantana Road Unit C-116	Orlando	FL USA	32806	1630	1/1/2011	1/31/2011	Strip
5237 Lantana Shopping Center		Casselberry	FL USA	32707	1289	2/1/2009	1/31/2014	Strip
5238 Cortez Plaza S/C Snapper Creek Shopping 5239 Center	909 Cortez Road Unit Suite 205 7086 SW 117th Avenue Unit	Lantana	FL USA	33462	1800	5/1/2009	4/30/2014	Strip
5250 Rinehart Plaza	4587 St. Johns Parkway Unit	Bradenton	FL USA	34207	2411	9/1/2009	1/31/2011	Strip
5274 St. Johns Town Crossing	4611 River City Dr. Unit C07	Miami	FL USA	33183	1440	2/1/2009	1/31/2014	Strip
5283 Terrace Center	5004 E. Fowler Avenue Unit 585 -B West 49th Street Unit Suite B	Sanford	FL USA	34771	1500	6/1/2010	1/31/2011	Strip
5307 Palm Springs Mile	4650 Alafaya Trail Unit Suite A-4	Jacksonville	FL USA	32246	1600	4/1/2010	3/31/2013	Strip
5323 Weeks Plaza		Tampa	FL USA	33617	1543	9/1/2009	8/31/2014	Strip
		Hialeah	FL USA	33102	2312	9/1/2009	8/31/2012	Strip
		Orlando	FL USA	32826	1445	5/7/2009	5/6/2014	Strip

5345 BayWalk Shopping Center	191 2nd Avenue North Unit B106		St Petersburg	FL USA	33701	1342	4/9/2004	4/30/2014	Strip
5355 Plaza at Delray	1532 S. Federal Highway Unit F-106		Delray Beach	FL USA	33483	960	7/1/2010	6/30/2012	Strip
5364 St. Cloud Commons	NWC of 192 & Commerce Center Drive Unit		St. Cloud	FL USA	34769	1540	6/1/2010	1/31/2011	Strip
5365 Shoppes of Lakeland	4153 U.S. Highway 96 N. Unit A-106		Lakeland	FL USA	33809	2000	7/1/2009	6/30/2014	Strip
5401 Cortez & Mariner (Sam's Outparcel)	13376 Cortez Blvd. Unit 14140 SW 8th Terrace Unit 2		Brooksville	FL USA	34613	1720	2/18/2010	2/17/2015	Strip
5407 Shoppes at Tamiami			Miami	FL USA	33184	1340	10/1/2010	9/30/2012	Strip
5408 Wal-Mart Red Road	NW 57th Ave Unit		Hialeah	FL USA		1400	7/9/2005	7/31/2015	Strip
5419 Causeway Plaza	12121 Biscayne Boulevard Unit		North Miami	FL USA	33181	1600	6/11/2009	12/31/2011	Strip
5442 Wickham Commons	1080 N. Wickham Rd. Unit B		Melbourne	FL USA	32935	1885	2/1/2010	1/31/2013	Strip
5451 SWM Lakeland, FL (Wal-Mart)	6751 N. Church Avenue Unit Suite 1		Lakeland	FL USA	33860	1600	2/1/2010	1/31/2013	Strip
5504 Harbor Shops	Cordova Road. near SE 17th Street Unit		Ft. Lauderdale	FL USA	33316	1200	8/1/2010	1/31/2011	Strip
5552 Market Square	Southeast Corner of Daniels and Hwy 1 Unit		Fort Myers	FL USA	33912	1679	8/1/2010	7/31/2012	Strip
5586 Paradise Shoppes of Cocoa	Clear Lake Road Unit	SR 524	Cocoa	FL USA	32926	1525	9/1/2010	8/31/2012	Strip
5589 Paradise Shoppes of Largo	NEC Seminole Blvd & Ulmerton Road Unit		Largo	FL USA	33771	1200	10/1/2010	1/31/2011	Strip
5596 South Kendall Square	Bay 10 Unit	12538 SW 120 Street	Miami	FL USA	33186	1400	11/13/2005	1/31/2011	Strip
5604 RK Town Center	16850 Collins Ave Unit	Suite 113E	Sunny Isles Beach	FL USA	33160	1650	9/23/2010	9/30/2011	Strip
5609 Pompano Citi Center	US 1 & Copans Road		Pompano Beach	FL USA	33062	1550	1/4/2006	1/31/2011	Strip
5611 Lowe's Outparcel	7259 Park Blvd Unit		Pinellas Park	FL USA	33781	1610	10/15/2005	1/31/2011	Strip
5612 Target Center @ Kissimmee	4797 W. Irlo Bronson Mem. Hwy Unit F		Kissimmee	FL USA	34746	1400	10/19/2005	1/31/2011	Strip
5613 Biscayne Plaza	581 NE 79th Street Unit		Miami	FL USA	33138	1687	10/1/2010	1/31/2011	Strip
5615 University Square	7414 University Boulevard Unit Suite 106		Winterpark	FL USA	32792	1500	7/1/2010	6/30/2012	Strip
5701 Lake Square Mall	10401 Hwy 441, Suite 418		Leesburg	FL USA	34788	859	2/1/2007	1/31/2012	Mall
5702 Marion Shopping Center	2019 E. Silver Springs Blvd., Suite 106		Ocala	FL USA	34470	2250	7/1/2006	6/30/2011	Strip
5703 Butler Plaza II/East	3544 SW Archer Rd		Gainesville	FL USA	32608	2800	12/16/2008	1/31/2014	Strip
5704 Orange Park Mall	1910 Wells Road, Suite C-7		Orange Park	FL USA	32073	716	2/1/2009	1/31/2013	Mall
5705 Shoppes@ the Park	4375 Southside Blvd, Suite 6		Jacksonville	FL USA	32216	1400	4/1/2008	3/31/2011	Strip
5711 Boyd Market Center	2800 SW 24th Ave #408		Ocala	FL USA	34474	1600	1/1/2009	12/31/2013	Strip
5712 Jacksonville Family Center	6733 103rd St, Suite 106		Jacksonville	FL USA	32210	1800	4/1/2007	3/31/2012	Strip
5713 Eagle Harbor Square	1489 County Road 220		Orange Park	FL USA	32003	1000	8/1/2007	7/31/2012	Strip
5719 Highland Square	1038 Dunn Ave, Suite A-2		Jacksonville	FL USA	32218	1400	7/21/2003	7/31/2013	Strip
5720 Palatka Center	850 S. Moody Rd, Suite 201		Palatka	FL USA	32177	1400	11/1/2008	10/31/2013	Strip
5724 Neptune Village	255 Third St.		Neptune Beach	FL USA	32266	1300	5/1/2008	4/30/2013	Strip
5734 Plaza at Metro East	11241 E. Colonial Dr., Suite 215		Orlando	FL USA	32817	1377	9/1/2009	8/31/2011	Strip

5741	Citrus Court	6110 Gunn Hwy
5742	Kernan Village	11900 Atlantic Blvd
5743	Berkeley Square	2122 W. Highway 92, Suite 2
5744	Gleason Square Shopping Center	2367 US Hwy 90 West, Unit 129
5746	SWM St. Lucie Square	10927 South US Highway 1
5749	Palafox Square	8948 Pensacola Blvd, Unit F
5760	Wal-Mart Plaza	2631 NW 13th St
5764	SWM North Town Center	7817 Gall Blvd
5803	Pembroke Lakes Square	11069 Pine Blvd
5811	Gibbs Plaza	1697 D N Woodland Blvd
5813	Shops at Surfside	2384 Surfside Blvd.
5831	8th Street Shopping Center	2968 SW 8th St
5852	Suncoast Crossing	16210 State Rd 54 Space # E200
5857	Gateway at Sawgrass	105 NW 136th Ave
5896	Festival Plaza	8446 SW 8th Street
5897	Hialeah Speedway	West 18th Ave & west 37th Street
5899	Amelia Plaza	1782 South 8th Street
5919	Lakeside Village	1543 Town Center Drive
5925	West Bird Shopping Center	11443 Southwest 40th Street
5949	Dale Mabry & Waters Retail Center	8314 N. Dale Mabry Hwy
5951	Santa Rosa Commons	US Hwy. 90 Bellane
5952	Goldenrod Marketplace	SEQ Goldenrod Road and Narcoossee Rd.
5954	Palm Coast Landing	NEC of SR 100 and Belle Terre Parkway
5961	The Exchange at Bonita	
5984	Bayou & 9th Center	NEC of Bayou Blvd. & 9th Center
5986	Panda Center	17258 US Hwy. 441
6001	Edison Marketplace	607 NW 62nd Street
6002	Calypso Commons	3260 Vineland Rd.
6003	Kendall Plaza 162	Kendall Drive and SW 162nd Ave.
6004	Loop West	John Young Parkway & Osceola
6037	Market Center	9960 Business Circle Space 10
6038	Oakleaf Town Center	9620-102 Applecross Road
6066	Plantation Crossing	1545 Branan Field Rd
6079	Posner Commons	Interstate 4 & US Hwy 27
6155	Cypress Woods	9390 Six Mile Cypress Parkway Unit 4
6156	Southbeach Parkway	556 Marsh Landing Pkwy Sp 556
6157	Stadium Corners	19662 NW 27th Avenue
6159	Clemont Landing	2405 S. Hwy 27
6175	Pier Park	820 Pier Park Dr, Suite 105
6201	Coco Plum Village	6541 Salford Blvd.
6240	South Dade Shopping Center	18479 S. Dixie Hwy.
6243	Greenwood Shopping Center	1750 South Congress Ave.
6285	Lantana Plaza	5780 Jog Rd.
6288	Panda Orange Park	901 Blanding Blvd. #2
6292	Creighton Commons	2620 Creighton Road
6345	The Plaza at Lake Park	1238 Northlake Blvd
6346	SWM Shoppes of East Deltona	121 Howland Blvd. Ste 105
6507	SWM Coral Point S/C	1631 Del Prado Blvd. S
6531	UCF Bookstore	4000 Central Florida Blvd, Bldg 26
6591	SWM Sand Lake Corners	8100 South John Young Pkwy.
6594	SWM Mobile Hwy.	4610 Mobile Hwy. #A
6613	SWM Capital West	4300 West Tennessee Street
6635	Sorrento Plaza	10427 Sorrento Rd. Suite 303
6643	Shoppes of Boot Ranch	300-900 East Lake Rd.
6646	Winter Garden Village	3119 Daniels Rd #104
6677	FIU Graham Center B.N	11000 SW 8th Street
6710	SWM Crestview	3381 Ferdon Blvd.
6744	SWM Ft. Pierce Plaza	5214-C Okeechobee Rd.
6751	SWM Port Richey	8605-8629 US 19 North
6798	The Shoppes at University Center	8085 Cooper Creek Blvd.
6807	Eglin AFB	502 W. Van Matre Ave. Bldg. 205 Suite 1
6849	MacDill AFB	2306 Florida Keys Ave.
6912	Hammock Landing	Palm Bay Rd. & I-95
6954	Gandy Shoppes	3625 W. Gandy Blvd.
7001	Waterford Lakes Town Center	Alafaya Trail & East West Expressway
7004	Citrus Park	Citrus Park Drive

7006	St Johns Town Center	4720 Town Crossing Drive
7008	Largo Mall	10500 Ulmerton Rd
7009	Orange Park Village	8635 Blanding Blvd
7010	Causeway Shoppes	10955 Causeway Blvd.
7013	Seminole Town Center	1566 W.P. Bell (Ste TBD)
7014	Mall at 163rd Street	1421 NE 163rd Street

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

	Tampa	FL USA	33625	1200	7/1/2009	6/30/2014	Strip
	Jacksonville	FL USA	32225	1500	2/1/2009	1/31/2014	Strip
	Auburndale	FL USA	33823	1600	1/1/2010	12/31/2012	Strip
	Lake City	FL USA	32055	1400	2/1/2009	1/31/2014	Strip
	Port St. Lucie	FL USA	34952	1600	10/1/2010	1/31/2011	Strip
	Pensacola	FL USA	32534	1300	9/1/2009	8/31/2014	Strip
	Gainesville	FL USA	32609	1680	4/1/2010	3/31/2011	Strip
	Zephyrhills	FL USA	33541	2000	4/1/2010	3/31/2013	Strip
	Pembroke Pines	FL USA	33026	1530	3/11/2008	3/31/2018	Strip
Suite 110	Deland	FL USA	32720	1500	11/29/2007	1/31/2013	Strip
Suite 109	Cape Coral	FL USA	33991	1420	10/25/2007	1/31/2013	Strip
	Miami	FL USA	33135	1320	11/26/2007	1/31/2013	Strip
	Odessa	FL USA	33556	1500	12/6/2007	1/31/2013	Strip
	Ft. Lauderdale	FL USA	33325	1533	3/5/2008	5/31/2018	Strip
	Miami	FL USA	33144	1550	10/25/2007	10/31/2012	Strip
	Hialeah	FL USA	33012	1500	8/21/2008	8/31/2013	Strip
	Fernandina Beach	FL USA	32034	1767	8/30/2007	8/31/2012	Strip
Space G-114	Lakeland	FL USA	33803	1220	12/13/2007	1/31/2013	Strip
	Miami	FL USA	33165	2000	2/11/2008	4/30/2013	Strip
	Tampa	FL USA	33614	1650	1/7/2008	1/31/2013	Strip
	Pace	FL USA	32571	1800	6/26/2008	6/30/2013	Strip
	Orlando	FL USA	32822	1285	7/5/2008	7/31/2013	Strip
5200 E State Rte 100 Suite							
105	Palm Coast	FL USA	32164	1600	8/7/2008	8/31/2013	Strip
	Bonita Springs	FL USA		1600			Strip
	Pensacola	FL USA		1400			Strip
Suite 102	Mt. Dora	FL USA	32757	1400	9/18/2008	9/30/2013	Strip
	Miami	FL USA	33150	1750	3/6/2008	3/31/2013	Strip
	Kissimmee	FL USA	34746	1500	11/29/2007	1/31/2013	Strip
16375 SW 88th Street Space							
3	Miami	FL USA	33196	1250	9/25/2008	9/30/2013	Strip
	Kissimme	FL USA		996	6/26/2008	6/30/2018	Strip
	Naples	FL USA	34117	1497	9/18/2008	9/30/2013	Strip
	Jacksonville	FL USA	32222	1800	3/5/2008	3/31/2013	Strip
NEC of Blanding Blvd and							
Brannan Field Rd.	Middleburg	FL USA	32068	1600	8/15/2008	1/31/2014	Strip
	Four Corners	FL USA	33897	1427			Strip
	Ft. Myers	FL USA	33966	1654	4/15/2008	4/30/2013	Strip
	Jacksonville Beach	FL USA	32250	1736	2/6/2008	5/31/2013	Strip
	Miami Gardens	FL USA	33056	1460	8/29/2008	8/31/2013	Strip
Suite 430	Clemont	FL USA	34711	1600	6/4/2009	6/30/2014	Strip
	Panama City Beach	FL USA	32413	1103	5/8/2008	5/31/2013	Strip
	Northport	FL USA	34286	1400			Strip
	Miami	FL USA	33157	2410	10/9/2008	10/31/2013	Strip
	West Palm Springs	FL USA	33409	2200	9/18/2008	9/30/2013	Strip
	Lake Worth	FL USA	33467	1309	10/23/2008	1/31/2014	Strip

	Orange Park	FL USA	32065	1457	11/11/2010	1/31/2016	Strip
Suite 101	Pensacola	FL USA	32504	2440	10/30/2008	1/31/2014	Strip
Old Dixie Hwy. and Northlake Blvd.							
	Lake Park	FL USA	33403	2000	2/26/2009	2/28/2014	Strip
	Deltona	FL USA	32738	1975	12/18/2009	1/31/2015	Strip
Suite 402	Cape Coral	FL USA	33990	2004	10/11/2009	1/31/2015	Strip
	Orlando	FL USA	32816	1402	7/24/2010	7/23/2015	Strip
	Orlando	FL USA	32819	4854	2/25/2010	2/28/2015	Strip
	Pensacola	FL USA	32506	4040	8/1/2010	7/31/2015	Strip
	Tallahassee	FL USA	32304	2400	9/16/2010	9/30/2015	Strip
	Pensacola	FL USA	32507	1400	6/10/2010	6/30/2015	Strip
	Palm Harbor	FL USA	34685	2870			Strip
State Rd. 429 & County Rd.							
535	Winter Garden	FL USA	34787	2081	10/22/2010	10/31/2015	Strip
	Miami	FL USA	33174	1500	8/12/2010	8/11/2011	Strip
	Crestview	FL USA	32536	2300	10/16/2010	1/31/2016	Strip
	Ft. Pierce	FL USA	34947	1950	12/9/2010	1/31/2016	Strip
	Port Richey	FL USA	34668	1885			Strip
	University Park	FL USA		1870			Strip
	Eglin AFB	FL USA	32542	999	10/4/2010	10/3/2012	Strip
	Tampa	FL USA		1470	10/4/2010	10/3/2012	Strip
	West Melbourne	FL USA	32907	2535			Strip
	Tampa	FL USA	33607	2023			Strip
Room H01	Orlando	FL USA	32801	4200	4/10/2008	4/30/2013	Strip
	Tampa	FL USA	33625	5700	7/1/2005	1/31/2016	Strip
Suite 137	Jacksonville	FL USA	32246	4802	4/1/2010	3/31/2011	Strip
Unit 294 & 298	Largo	FL USA	33771	5190	9/1/2009	8/31/2011	Strip
	Jacksonville	FL USA	32202	5000	11/4/2009	11/3/2012	Strip
	Brandon	FL USA	33511	5400	9/17/2005	1/31/2011	Strip
	Sanford	FL USA	32771	3600	8/1/2005	1/31/2011	Strip
Store B2	North Miami Beach	FL USA	33162	3609	10/1/2006	10/31/2016	Strip

7020 Palm Springs Mile
7025 Shoppes @ Park Place fka Parkside Mall
7026 Gateway Shopping Center
7030 Metro Plaza
7039 Pembroke Lakes Square
7040 Terrace at Florida Mall
7049 Beal Commons
7052 Gateway at Sawgrass
7101 Port Richey Plaza
7102 SWM Crestview

124 Southlake Mall
154 Peachtree Mall
169 Augusta Mall
339 Albany Mall
851 Southlake Pavilion
857 Town Center Prado
860 East-West Commons Shopping Center
863 Mall of Georgia Crossing
931 Douglasville Pavilion
946 Fayette Pavilion
953 Columbus Park
1179 Cumberland Mall
1309 Valdosta Mall
1388 Oglethorpe Mall
1628 Centre Stage Shopping Center
1959 Lenox Square
2206 Woodstock Square
2258 Beaver Run Village
2260 Conyers Plaza
2261 Eisenhower Crossing
2264 Willow Lake Crossing
2265 Augusta Exchange
2373 Camp Creek
2452 Windward Crossing (aka Centre Stage)
2453 Centre Stage @ Winder
2484 McDonough Square
2486 Wal Mart S/C
2516 Presidential Commons
2663 Target Shopping Center
2680 Highland @ East Ellijay
2682 Loganville Shopping Center
2776 Shops at Riverdale
2852 South Central
2882 Hartwell Station
2897 Gwinnett S/C
3080 Lawrenceville Commons
3098 Union City Commons
3119 Bainbridge Shopping Center
3295 Jesup Plaza
3408 Kennesaw Shopping Center
3553 Gallery @ South DeKalb
3702 Stone Mountain Festival
3735 Hudson Bridge Crossing
3745 Shoppers World Carrollton
3771 District @ Howell Mill
3779 Marietta Trade Center
3802 Savannah Mall
3803 LaGrange Mall
3837 River Pointe
3918 Oakwood Station
3948 Rincon South Shopping Center
3990 Shops at River Crossing
4068 GWINNETT PLACE MALL
4090 GEORGIA SQUARE
4173 ARBOR PLACE
4179 OGLETHORPE MALL
4296 NORTHLAKE MALL
4305 Galleria at Centerville
4378 TOWNE CENTER AT COBB

4380 MACON - COLONIAL MALL
 4417 STONECREST MALL
 4453 NORTH POINT MALL
 4484 WALNUT SQUARE MALL

4530 Perimeter
 4566 Glynn Place - Colonial Mall

SCHEDULE 3.5(b)
(ii)

LEASED PROPERTIES

1001 W 49th Street	Bay 8	Hialeah	FL	USA	33012	5828	3/1/2010	8/31/2012	Strip
		Pinellas	FL	USA		3515	9/5/2006	1/31/2012	Strip Plaza
		Kissimmee	FL	USA		5040	12/9/2005	1/31/2011	Strip
2438 Kirkman Road		Orlando	FL	USA	32811	4800	4/23/2005	1/31/2016	Strip
		Pembroke Pines	FL	USA		3630	4/4/2008	4/30/2018	Strip
730 Sand Lake Rd	# 40	Orlando	FL	USA	32809	3339	8/11/2007	8/31/2012	Strip
575 Beal Parkway, Suite 103		Ft. Walton	FL	USA	32548	3584	9/8/2007	9/30/2017	Strip
113 NW 136th Ave.		Sunrise	FL	USA	33325	3375	3/5/2008	3/31/2018	Strip
8605 US Hwy. 19 North		Port Richey	FL	USA	34668	6500	12/11/2010	1/31/2011	Strip
3381 S. Ferdon Blvd.		Crestview	FL	USA	32536	4084	5/5/2010	5/4/2011	Strip
2445 Southlake Mall		Morrow	GA	USA	30260	862	2/1/2010	1/31/2012	Mall
3131 Manchester	Suite 34B	Columbus	GA	USA	31909	1500	2/1/2010	1/31/2015	Mall
3450 Wrightsboro Road # 2209		Augusta	GA	USA	30909	1400	2/1/2004	1/31/2012	Mall
2601 Dawson Road		Albany	GA	USA	31707	1741	3/1/2010	2/28/2011	Mall
1845 Mt. Zion Road		Morrow	GA	USA	30260	2400	11/1/2008	10/31/2011	Strip
50 Barrett Pkwy, Suite 1210		Marietta	GA	USA	30066	1320	10/1/2008	9/30/2011	Strip
1757 East-West Connector, Suite 475		Austell	GA	USA	30106	1456	11/1/2009	10/31/2012	Strip
3385 Woodward Crossing Parkway #300	F15	Buford	GA	USA	30519	2436	2/1/2009	1/31/2013	Strip
2860 Chapel Hill Rd.		Douglasville	GA	USA	30135	1800	3/1/2009	2/28/2011	Strip
141 Fayette Pavilion		Fayetteville	GA	USA	30214	1200	7/1/2009	6/30/2011	Strip
5555 Whittlesey Blvd., Suite 2510		Columbus	GA	USA	31909	1600	9/1/2007	8/31/2012	Strip
1350 Cumberland Mall		Atlanta	GA	USA	30339	995	1/1/2003	1/31/2013	Mall
1700 Norman Drive		Valdosta	GA	USA	31601	2559	2/1/2010	1/31/2012	Mall
7804 Abercom Street		Savannah	GA	USA	31406	1467	2/1/2010	1/31/2011	Mall
6050 Peachtree Pkwy #200		Norcross	GA	USA	30092	2050	2/1/2010	1/31/2011	Strip
3393 Peachtree Rd NE	Room 2027	Atlanta	GA	USA	30326	1633	2/1/2011	1/31/2013	Mall
180 Woodstock Square Ave., Suite 940		Woodstock	GA	USA	30189	1400	9/1/2007	8/31/2012	Strip
4155 Lawrenceville Hwy. Ste. 7		Lilburn	GA	USA	30047	1500	12/1/2007	11/30/2012	Strip
1360 Dogwood Drive, Suite 107		Conyers	GA	USA	30094	1184	2/1/2008	1/31/2013	Strip
4659 Presidential Parkway Ste. B		Macon	GA	USA	31206	1000	3/1/2009	2/29/2012	Strip
2929 Watson Blvd. # 7		Warner Robbin	GA	USA	31093	1584	11/1/2007	10/31/2012	Strip
234 Robert C. Daniel Pkwy. # 36		Augusta	GA	USA	30909	2000	1/1/2008	12/31/2012	Strip
3662 Marketplace Blvd.		East Point	GA	USA	30344	1953	8/1/2008	7/31/2013	Strip
5230 Windward Parkway	Suite 108	Alpharetta	GA	USA	30004	1600	2/1/2009	1/31/2014	Strip
444 Atlanta Hwy NW	Suite 800	Winder	GA	USA	30680	1400	7/1/2007	6/30/2012	Strip
1132 Hwy 2081 West		McDonough	GA	USA	30253	1200	2/1/2009	1/31/2014	Strip
697 Davis Road	Suite 1600	Stockbridge	GA	USA	30281	1500	5/1/2009	4/30/2014	Strip
1708 Scenic Hwy		Snellville	GA	USA	30078	1330	9/1/2008	8/31/2013	Strip
3061 Atlanta Hwy	Tenant C	Athens	GA	USA	30606	1600	3/1/2009	2/28/2014	Strip
29 Highland Drive	Suite 101	Elijay	GA	USA	30540	1600	2/1/2010	1/31/2013	Strip
4211 Atlanta Highway	Suite 200	Loganville	GA	USA	30052	1440	6/1/2009	5/31/2014	Strip
7024 Highway 85		Riverdale	GA	USA	30274	1960	4/1/2009	3/31/2014	Strip
621 Veterans Parkway SE		Moultrie	GA	USA	31768	1600	5/1/2009	4/30/2014	Strip

115 Wal Mart Drive		Hartwell	GA	USA	30643	1800	6/1/2009	5/31/2014	Strip
2615 Pleasant Hill Road #200		Duluth	GA	USA	30096	1824	4/14/2005	1/31/2011	Strip
65 Lawrenceville-Suwanee Road	Ste 114	Lawrenceville	GA	USA	30044	2000	9/1/2010	1/31/2011	Strip
4731 Jonesboro Road	Suite 180	Union City	GA	USA	30291	3000	8/1/2010	7/31/2012	Strip
Highway 84 & Tallahassee Hwy #B		Bainbridge	GA	USA	31717	1600	7/27/2006	1/31/2012	Strip
1058 N. Macon Street		Jesup	GA	USA	31545	1600	4/15/2005	1/31/2011	Strip
769 Chastaine Meadows Pkwy	Suite 10	Marietta	GA	USA	30066	2000	9/1/2010	8/31/2012	Strip
2801 Candler Road	Space 22B	Atlanta	GA	USA	30304	1783	7/14/2006	7/13/2011	Strip
1825 Rockbridge Road	Suite 3	Stone Mountain	GA	USA	30087	1704	10/6/2006	10/31/2011	Strip
1542 Hudson Bridge Rd		Stockbridge	GA	USA	30281	1600	11/16/2006	1/31/2012	Strip
1745 Highway 21 South		Carrollton	GA	USA	30117	1645	11/30/2006	1/31/2012	Strip
1801 Howell Rd., Suite 550		Atlanta	GA	USA	30318	1420	12/1/2006	1/31/2012	Strip
180 Cobb Parkway South	C -1 A	Marietta	GA	USA	30060	1478	12/1/2006	11/30/2011	Strip
14045 Abercom Street	Suite 1202	Savannah	GA	USA	31419	1191	12/14/2006	1/31/2017	Strip
1501 LaFayette Mall		LaGrange	GA	USA	30240	1107	12/7/2006	1/31/2014	Strip
1550 Riverstone Parkway		Canton	GA	USA	30114	1400	6/7/2007	1/31/2013	Strip
3885 Mundy Mill Road		Oakwood	GA	USA	30566	1798	11/6/2008	1/31/2014	Strip
410 S. Columbia Ave		Rincon	GA	USA	31326	1800	11/1/2007	1/31/2013	Strip
5080 Riverside Dr, Suite 300		Macon	GA	USA	31201	1775	4/3/2008	3/31/2018	Strip
2100 PLEASANT HILL ROAD Unit 0802		DULUTH	GA	USA	30136	1591	4/1/2008	3/31/2011	Mall
3700 ATLANTA HIGHWAY Unit 44	SUITE 212	ATHENS	GA	USA	30610	1375	6/1/2008	5/31/2011	Mall
2530 ARBOR PLACE MALL Unit 2530		DOUGLASVILLE	GA	USA	30135	1200	11/1/2009	10/31/2012	Mall
7804 ABERCORN EXTENSION Unit 46		SAVANNAH	GA	USA	31406	1000	6/10/2002	11/30/2011	Mall
1014 Northlake Mall Unit 1014		ATLANTA	GA	USA	30345	964	2/1/2011	1/31/2013	Mall
2922 Watson BLVD., Space 210		Centerville	GA	USA	31028	1664	6/1/2010	1/31/2011	Mall
400 ERNEST BARRET HWY Unit G03B		KENNESAW	GA	USA	30144	1329	1/14/2008	1/31/2013	Mall
3661 EISENHOWER PARKWAY Unit 104	SPACE 104	MACON	GA	USA	31212	1204	6/1/2006	5/31/2011	Mall
8000 MALL PARKWAY Unit 2420		LITHONIA	GA	USA	30038	1199	10/22/2001	10/31/2011	Mall
1198 NORTH POINT CIRCLE Unit 1198		ALPHARETTA	GA	USA	30022	1223	7/28/2001	6/30/2011	Mall
2150 E. WALNUT AVE. Unit 27A		DALTON	GA	USA	30721	992	2/1/2010	1/31/2013	Mall
4400 Ashford Dunwoody Road Unit SP									
1425		Atlanta	GA	USA	30346	1803	6/28/2010	7/31/2017	Mall
100 Mall Blvd. Unit C18		Brunswick	GA	USA	31525	1850	11/2/2001	11/30/2011	Mall

LEASED PROPERTIES

	150 PEARL NIXPARKWAY SPACE E-2 Unit												
LAKESHORE - COLONIAL													
4581 MALL	E2	GAINESVILLE	GA USA	1595	11/1/2010	1/31/2011	Mall						
4585 DISCOVER MILLS	5900 SUGARLOAF PKWY. Unit 167	LAWRENCEVILLE	GA USA	30043	1051	11/2/2001	11/30/2011	Mall					
MALL OF GEORGIA AT MILL	333 BUFORD DRIVE Unit												
4601 CREEK	1015	BUFORD	GA USA	30519	981	9/1/2009	8/31/2016	Mall					
NORTH GEORGIA PREMIUM	800 HIGHWAY 400 SOUTH												
4650 OUTLET	Unit 943	DAWSONVILLE	GA USA	30534	1200	5/1/2010	4/30/2013	Strip					
4787 Henry Town Center	1806 Jonesboro Blvd. Unit 645	McDonough	GA USA	30253	1600	10/1/2007	9/30/2012	Strip					
4791 Columbus Park Crossing	JR Allen Pkwy and Veteran's Pkwy Unit	Columbus	GA USA	31901	1627	10/1/2007	9/30/2012	Strip					
4793 Panola Centre	3054 Panola Road Unit	Lithonia	GA USA	30038	1438	4/1/2008	3/31/2013	Strip					
Forum on Peachtree	5165 Peachtree Parkway												
4797 Parkway, The	Unit Suite 207	Norcross	GA USA	30092	1400	2/1/2008	1/31/2013	Strip					
4808 Hiram Pavillion	5218 Jimmy Lee Smith Parkway Unit #109	Hiram	GA USA	30141	1800	2/1/2008	1/31/2013	Strip					
4815 Newnan Pavilion	Unit Suite 103	Newnan	GA USA		1799	2/1/2008	1/31/2013	Strip					
4852 Avenue Peachtree City, The	205 City Avenue Unit 220	Peachtree City	GA USA	30269	1176	3/1/2008	2/28/2013	Strip					
4863 Mt. Zion Promenade	Mt. Zion Rd @ Hwy 54 Unit #108	Morrow	GA USA		1400	2/1/2008	1/31/2013	Strip					
Lawrenceville Crossings	722 Collins Hill Road Unit												
4885 Shopping Center	Suite G	Lawrenceville	GA USA	30045	2000	3/1/2008	2/28/2013	Strip					
4936 Chastain Square	4285 Roswell Road Unit Unit 4	Atlanta	GA USA	30328	1875	7/1/2008	6/30/2011	Strip	Unit 4				
4963 Avenue at West Cobb, The	Highway 120 and Due West Road Unit												
5000 Kennesaw Warehouse	Suite 750	Marietta	GA USA	30064	1170	2/1/2009	1/31/2014	Strip					
5004 Cofer Crossing	1300 Cobb International Drive Suite C	Kennesaw	GA USA	30152	17260	5/1/2009	4/30/2014	Warehouse					
5046 Shops at Main Street	4271 Lawrenceville Highway Unit	Tucker	GA USA	30084	1400	11/1/2008	10/31/2013	Strip	Suite E				
5078 Fayette Pavillion South	East Main Street and Highway 41 Unit	Cartersville	GA USA	30120	2100	2/18/2009	2/18/2014	Strip					
5083 LLC	1360-C GA Hwy 85 N Unit	Fayetteville	GA USA	30214	1800	2/1/2009	1/31/2014	Strip					
5092 Johns Creek Village	3630 Market Blvd. Unit Suite 810	East Point	GA USA	30344	1310	8/1/2008	7/31/2013	Strip					
5105 Battlefield Parkway	11720 Medlock Bridge Street Unit Suite 166	Duluth	GA USA	30097	1200	2/1/2009	1/31/2014	Strip					
5140 Providence Square	82 Battlefield Station Drive Unit	Fort Oglethorpe	GA USA	30742	2400	12/1/2008	11/30/2013	Strip					
Pharr's Village Shopping	4101 Roswell Road Unit Suite 901	Marietta	GA USA	30062	1500	2/1/2009	1/31/2014	Strip					
5161 Center	1830 Scenic Highway North Unit Suite 130	Snellville	GA USA	30078	1200	4/1/2009	3/31/2014	Strip					
5240 Riverbend Center	1424 Turner McCall Blvd, S.W. Unit	Rome	GA USA	30161	1600	6/1/2009	5/31/2014	Strip					
5285 Edgewood Retail District	Moreland Ave & Caroline St. Unit C-100	Atlanta	GA USA	30307	1400	9/1/2010	8/31/2012	Strip					
5299 Shoppes at Evans	4431 Washington Road Unit Suite 2	Evans	GA USA	30809	1300	3/18/2009	3/17/2014	Strip					
5333 Statesboro Mall	Highway 80 East A-4B	Statesboro	GA USA	30458	1752	10/15/2007	10/31/2012	Mall					
5426 McAlpin Square	1900 E. Victory Drive Unit D-16	Savannah	GA USA	31404	2400	2/1/2010	1/31/2015	Strip					
5452 Albany Square	2707 Dawson Road Unit Suite 1	Albany	GA USA	31707	1500	10/1/2009	9/30/2014	Strip					
5461 Shoppes on Shugart	795 Shugart Road Unit 5	Dalton	GA USA	30720	1800	2/1/2010	1/31/2011	Strip					
5523 Centre at Lovejoy	11367 Tara Blvd.	Lovejoy	GA USA	30250	1600	9/1/2010	8/31/2011	Strip					
5553 Walnut Creek Plaza	1473 Gray Highway Unit Unit 7	Macon	GA USA	31211	1600	4/1/2010	9/30/2012	Strip	Suite 7				
5597 Dublin Mall	2005 Veterans Blvd Unit	Dublin	GA USA	31021	1221	9/1/2010	8/31/2012	Strip					
5706 Warner Robins Place	2724-K Wason Blvd	Warner Robins	GA USA	31093	2400	11/2/2009	1/31/2015	Strip					
5707 Griffin Crossroads	1589 N. Expressway, Building A	Griffin	GA USA	30223	1400	5/1/2008	4/30/2013	Strip					
5708 SWM Hinesville Central	755 W. Oglethorpe Hwy #109	Hinesville	GA USA	31313	3000	2/2/2010	2/28/2015	Strip					

5709 Cumming Marketplace	1060 Market Place Blvd		Cumming	GA USA	30041	1200	4/1/2009	3/31/2012	Strip
5710 Mariner's Point	6586 Hwy 40 East		St. Mary's	GA USA	31558	1600	3/1/2006	2/28/2011	Strip
5714 Albany Crossroads Market Central Shopping	2835-B Ledo Rd		Albany	GA USA	31707	1600	10/1/2007	9/30/2012	Strip
5716 Center	2535 E. Walnut Ave #L-12		Dalton	GA USA	30721	1600	11/1/2007	10/31/2012	Strip
5718 Bartow Market Place	231 Market Place Blvd		Cartersville	GA USA	30121	1400	1/1/2008	12/31/2012	Strip
Perimeter Oaks Shopping	3268 Inner Perimeter Rd,								
5725 Center	Suite D-1		Valdosta	GA USA	31602	2467	6/1/2006	5/31/2011	Strip
5728 Shoppes at Trickum	12186 Highway 92, Suite 105		Woodstock	GA USA	30188	1600	8/1/2009	7/31/2014	Strip
5733 Shops Tract @ SWM	2600 N. Columbia St, Suite B-2		Milledgeville	GA USA	31061	1600	4/1/2009	3/31/2014	Strip
5740 Southpointe Plaza	3209 Deans Bridge Rd, Space #80		Augusta	GA USA	30906	1700	11/1/2008	10/31/2013	Strip
5748 Mill Creek Crossing	1950-C Buford Mill Dr		Buford	GA USA	30519	2000	8/1/2009	7/31/2011	Strip
5751 Village Center	1909 Highway 82 W, Suite 2		Tifton	GA USA	31793	1600	9/1/2009	8/31/2012	Strip
5753 Perry Crossroads	1015 St. Patrick's Dr, Suite A		Perry	GA USA	31069	4400	11/1/2010	10/31/2011	Strip
5756 Vidallia Shopping Center	3169 E. 1st St		Vidalia	GA USA	30474	2000	12/7/2009	1/31/2015	Strip
5763 Waycross Corners	2461 Memorial Hwy		Waycross	GA USA	31503	1397	5/1/2010	4/30/2013	Strip
5772 Suwanee Crossroads	3255 Lawrenceville Suwanee Rd		Suwanee	GA USA	30024	1800	6/1/2009	5/31/2011	Strip
5856 Chamblee Village	1841 Chamblee Tucker Rd. Unit 1-34A		Chamblee	GA USA	30341	2700	8/31/2007	8/31/2012	Strip
5990 The Avenues Forsyth	410 Peachtree Parkway	Ste 256	Cumming	GA USA	30041	1477	5/14/2008	5/31/2013	Strip
		Fort Benning sub of							
6134 Fort Benning	BLD 9220 Mame Rd Ste 108	Columbus	Fort Benning	GA USA	31995	1200	10/3/2010	10/3/2012	Strip
6221 Dublin Commons	2421 Highway 80 West	Suite 108 or 103	Dublin	GA USA	31021	1600	12/4/2008	1/31/2014	Strip
6222 Canton Marketplace	1810 Cumming Hwy	Shops H, Suite 1320	Canton	GA USA	30114	1985	3/5/2009	3/31/2014	Strip
6242 Acworth Station	3345 Cobb Parkway NW	Space #3	Acworth	GA USA	30101	1600	6/30/2008	8/31/2013	Strip
6270 Ashley Park	344 Newnan Crossing Bypass	Suite A	Newnan	GA USA	30265	2495	11/13/2008	1/31/2014	Strip
6316 Stonebridge Village SWM The Village at Glynn	5857 Spout Springs Rd. Ste 303		Flowery Branch	GA USA	30542	1205	8/3/2008	8/31/2013	Strip
6353 Place Phase III	299 Village at Glynn Place	Altama Ave.	Brunswick	GA USA	31525	1100	2/1/2009	1/31/2014	Strip
6432 Buckhead Crossing SWM Athens East	2625 Piedmont Rd	Suite 52A	Atlanta	GA USA	30324	1512	4/2/2009	4/30/2014	Strip
6433 Marketplace	4375 Lexington Rd.		Athens	GA USA	30605	2400	2/19/2009	2/28/2014	Strip
6503 Ogeechee S/C	5990 Ogeechee Rd. South, B-C		Savannah	GA USA	31419	2971	8/13/2009	8/31/2014	Strip
6553 SWM Hinesville Central	755 W. Oglethorpe Hwy. Street A-3		Hinesville	GA USA	31313	3200			Strip
6611 SWM Mansell Shops SWM Covington Shopping	976 Mansell Rd., Ste #B		Roswell	GA USA	30076	2074	4/15/2010	4/30/2015	Strip
6639 Center	10333-B Industrial Blvd. NE		Covington	GA USA	30014	1680	5/13/2010	5/31/2015	Strip
6675 SWM Shoppes of N. Augusta	1229 Knox Ave. Unit 80		North Augusta	GA USA	29841	3300	11/18/2010	11/30/2015	Strip
6676 The Prado	5620 Roswell Rd.		Sandy Springs	GA USA	30342	2000	8/12/2010	8/31/2015	Strip
6705 Island Town Center	4717 US Hwy 80E		Savannah	GA USA	31410	1600	7/15/2010	1/14/2016	Strip
6755 SWM Toccoa S/C	700 Big A Rd. S		Toccoa	GA USA	30577	1840			Strip
6789 Lakeshore Station	350 Shallowford Rd Ste A	821-891 Dawsonville Hwy	Gainesville	GA USA	30504	2800	12/9/2010	12/31/2015	Strip

**LEASED
PROPERTIES**

**SCHEDULE
3.5(b)(ii)**

6816 Fort Stewart	55 Pony Solider Ave.		Fort Stewart	GA	USA	31314 798	10/4/2010	10/3/2012	Strip
6818 Fort Gordon	307 Chamberlain Ave.		Fort Gordon	GA	USA	30905 884	10/4/2010	10/3/2012	Strip
7002 Gwinett S/C	2615 Pleasant Hill Road	Suite 100	Duluth	GA	USA	30096 5016	6/1/2009	5/31/2012	Strip
7003 Eisenhower Crossing Town Center aka Home	4640-A Presidential Parkway		Macon	GA	USA	31206 6116	8/20/2004	8/31/2014	Strip
7012 Center Village S/C	2505 Chastain Meadows Parkway	Suite A	Marietta	GA	USA	30066 8019	10/1/2009	9/30/2014	Strip
7015 Mall of Georgia Crossing	3235 Woodward Crossing Blvd.		Buford	GA	USA	30519 6300	11/1/2009	10/31/2011	Strip
7035 Augusta			Augusta	GA	USA	3500	11/23/2005	1/31/2011	Strip
7037 Columbus Park			Columbus	GA	USA	4000	12/1/2010	11/30/2013	Strip
7054 Abercorn Common	8101 Abercorn Street GA 400 at Peachtree		Savannah	GA	USA	31405 4200	10/5/2007	10/31/2012	Strip
7067 The Avenues South Forsyth	Parkway		Cumming	GA	USA	3648	5/13/2008	5/31/2018	Strip
7103 Camp Creek Parkway	3730 CarMia Drive #110- 130		Atlanta	GA	USA	30331 5600	7/23/2010	7/31/2011	Strip
6230 Waiakea Center	315 Makaala Street Suite 103		Hilo	HI	USA	96720 1440	11/25/2009	11/30/2014	Strip
1002 Kahala Mall	4211 Waiialae Ave.	Space G-05	Honolulu	HI	USA	96816 2301	6/15/2009	6/30/2016	Mall
1033 Lanihau Center	75-5595 Palani Road, Ste B-4		Kailua-Kona	HI	USA	96740 1136	1/31/2005	1/31/2013	Strip
1312 PearlrIDGE Center	98-1005 Moanalua Road	# 229	Aiea	HI	USA	96701 2276	2/1/2004	1/31/2014	Mall
1333 Windward Mall	46-056 Kamehameha Highway		Kaneohe, Oahu	HI	USA	96744 1289	2/1/2004	1/31/2014	Mall
1334 Kaahumanu Center	275 Kaahumanu Avenue		Kahului, Maui	HI	USA	96732 2245	2/1/2005	1/31/2015	Mall
1366 Ala Moana Shopping Center	1450 Ala Moana Blvd	Suite #1235	Honolulu	HI	USA	96814 2503	2/1/2005	1/31/2014	Mall
1472 Kukui Grove Center	3-2600 Kaunaulii Highway		Lihue	HI	USA	96766 1642	2/1/2010	1/31/2011	Mall
1699 Prince Kuhio Plaza	111 E. Puainako Street		Hilo	HI	USA	96720 2099	2/1/2007	1/31/2014	Strip
1708 PearlrIDGE Center	98-1005 Moanalua Rd. Suite 525	Space #21-11	Aiea	HI	USA	96701 1143	10/1/2001	1/31/2011	Mall
2229 Kailua Shopping Center	600 Kailua Road # 123		Kailua	HI	USA	96734 826	9/1/2010	8/31/2013	Strip
2231 Pearl Highlands Center	1000 Kamehameha Hwy, Suite 205 B		Pearl City	HI	USA	96782 897	4/1/2008	3/31/2013	Strip
2549 Mililani S/C	85-221 Kipapa Drive	Suite C-12A	Mililani	HI	USA	96789 1313	2/1/2009	1/31/2014	Strip
2839 Waialeale Center	94-805 Lumiaina Street		Waipahu	HI	USA	96797 2169	11/15/2009	1/31/2011	Strip
2945 Kunia Shopping Center	94-673 Kupuohi Street	# 101-102	Waipahu	HI	USA	96797 2000	10/1/2010	10/31/2013	Strip
3518 Kapolei S/C	91-590 Farington Highway	Suite 210	Kapolei	HI	USA	96707 1829	12/24/2005	12/23/2015	Strip
3544 Hawaii Kai T/C	6600 Kalaniana'ole Highway	Suite 2E	Honolulu	HI	USA	96825 1240	4/1/2006	3/31/2016	Strip
3563 Moanalua S/C	Kamehameha Highway		Honolulu	HI	USA	96818 2125	5/7/2006	5/31/2011	Strip
3573 Panda Hawaii	55 Paukula Suite 103		Kahului	HI	USA	96732 1988	11/30/2007	11/30/2013	Strip
3592 Lahaina Cannery Mall	1221 Honapilani Hwy		Maui	HI	USA	96761 1081	10/1/2006	9/30/2011	Strip
3797 Hale Kau'ai O Kapahulu	888 Kapahulu Ave	Shops "D" ~ Space # 1 + 2	Honolulu	HI	USA	96816 1278	8/5/2008	9/30/2013	Strip
6819 Schofield Exchange	DCA Army Community Service	350 Eastman Rd.	Schofield Barracks	HI	USA	96857 813	10/4/2010	10/3/2012	Strip
6821 Hickam AFB	655 Vickers Ave.		Hickam AFB	HI	USA	96853 830	10/4/2010	10/3/2012	Strip
6854 MCBH Kaneohe Bay	HWY 3E Kaneohe Bay		Oahu	HI	USA	96863 1644	6/1/2009	5/31/2014	Strip
111 Valley West Mall	1551 Valley West Mall	# 111	West Des Moines	IA	USA	50266 1415	2/1/2008	1/31/2011	Mall
Home Depot Shopping 885 Center	5126 SE 14th Street		Des Moines	IA	USA	50320 2520	11/1/2009	10/31/2012	Strip
1027 Southern Hills	4400 Seargent Rd #417		Sioux City	IA	USA	51101 1572	1/1/2009	1/31/2013	Mall
1029 Kennedy Mall	555 JFK Road		Dubuque	IA	USA	52001 1286	6/1/2008	5/31/2013	Mall
1107 Lindale Mall	4444 First Avenue Northeast	Suite 75	Cedar Rapids	IA	USA	52402 1627	1/1/2009	1/31/2013	Mall
1243 College Square Mall	6301 University Avenue		Cedar Falls	IA	USA	50613 971	2/1/2008	1/31/2011	Mall
1355 North Grand Mall	24th & Grand Avenue		Ames	IA	USA	50010 1820	2/1/2008	1/31/2011	Mall
1379 Westdale Mall	2600 Edgewater Rd SW	Suite 206	Cedar Rapids	IA	USA	52404 1504	2/1/2010	1/31/2012	Mall
1443 Merle Hay Mall	3800 Merle Hay Road #304	Space 304	Des Moines	IA	USA	50310 1604	2/1/2010	1/31/2015	Mall
2396 Elmore Avenue Shoppes	4810 Elmore Avenue, Suite A		Davenport	IA	USA	52807 1750	6/1/2008	5/31/2013	Strip

2522 Wal Mart Super Center	3301 West Kimberly	Suite A	Davenport	IA	USA	52806 1750	11/1/2008	10/31/2013	Strip
2556 Pine Tree Plaza	550 36th Ave S.W.	Unit M	Altoona	IA	USA	50009 2500	2/1/2009	1/31/2014	Strip
Fort Dodge / 1st Ave. South 2653 S/C	3043 1st Avenue South		Ft. Dodge West Burlington	IA	USA	50501 2400	8/1/2009	7/31/2014	Strip
2722 Walmart Plaza	116 W. Agency Rd.	Suite 5	Burlington	IA	USA	52655 1600	2/1/2010	1/31/2015	Strip
Cedar Falls Plaza/Super 2731 Walmart	618 Brandilynn Boulevard	Suite A (#101)	Cedar Falls	IA	USA	50613 1840	7/1/2010	6/30/2013	Strip
2753 Urbandale Marketplace	11125 Plum Drive	Suite D	Urbandale	IA	USA	50322 1372	3/1/2009	2/28/2014	Strip
2791 Marshalltown Commons	50 Lafrentz Lane	Suite A	Marshalltown	IA	USA	50158 2400	12/1/2009	11/30/2011	Strip
2824 Newton S/C	309 E. 31st Street South		Newton	IA	USA	50208 1600	11/1/2009	1/31/2011	Strip
2825 Oskaloosa S/C	209 Comerstone Drive		Oskaloosa	IA	USA	52577 1600	10/1/2009	1/31/2011	Strip
3034 Ottumwa WM Plaza	1883 Ventura Drive		Ottumwa	IA	USA	52501 2000	2/1/2010	1/31/2013	Strip
3076 Keokuk Shopping Center	3360 Main Street	Suite 5	Keokuk	IA	USA	52632 2000	9/1/2010	1/31/2011	Strip
Supercenter Pointe/Singing 3261 Hills SWM	3166 Singing Hills Blvd		Sioux City	IA	USA	51102 2000	7/13/2006	1/31/2012	Strip
3300 Storm Lake Plaza	111 Sale Barn Road	Ste 1	Storm Lake	IA	USA	50588 1875	5/1/2010	4/30/2012	Strip
	12360 Jordan Creek Town Center		West Des Moines	IA	USA	1684	5/10/2007	4/30/2017	Strip
3888 Jordan Creek Town Center	320 W. KIMBERLY ROAD								
4003 NORTH PARK MALL (IA)	Unit 87		DAVENPORT	IA	USA	52806 1410	2/1/2009	1/31/2013	Mall
4200 CORAL RIDGE MALL	1451 CORAL RIDGE AVE. Unit 418		CORALVILLE	IA	USA	52241 1044	2/1/2008	1/31/2013	Mall
4509 MALL OF THE BLUFFS	1751 MADISON AVE Unit 127		COUNCIL BLUFFS	IA	USA	51503 1590	7/1/2008	1/31/2012	Mall
4985 Davenport Commons	5717 Elmore Avenue Unit Suite G		Davenport	IA	USA	52807 1900	7/1/2008	6/30/2011	Strip
5055 Asbury Plaza	2561 NW Aterial Unit Suite A14		Dubuque	IA	USA	52002 2000	2/1/2010	1/31/2011	Strip
5269 Delaware Centre 2	2010 S. Delaware Avenue Unit Suite 244		Ankeny	IA	USA	50021 1989	6/1/2009	5/31/2014	Strip
6247 Crossroads Mini	Flammang Drive and Crossroads Blvd.	1515 Flammang Dr	Waterloo	IA	USA	50701 1664	8/14/2008	8/31/2013	Strip
6475 Metro Crossing P.A.T.H.	3701 Metro Drive	Suite 500	Council Bluffs	IA	USA	51501 2000	8/24/2009	1/31/2015	Strip
6612 SWM Indianhead Sqaure S/C	497 Indianhead Drive, Ste 11		Mason City	IA	USA	50402 2380	6/4/2010	6/30/2015	Strip
6680 Westwood Plaza	3005 Wiley Rd.		Cedar Rapids	IA	USA	52404 2000	10/14/2010	1/31/2016	Strip
6905 SWM Muscatine	2811 N. Hwy. 61		Muscatine	IA	USA	52761 2625			Strip
6935 Grand Junction	637 Lincoln Way		Ames	IA	USA	50010 2000			Strip
1156 Boise Town Center	350 North Milwaukee 1485 Pole Line Road East		Boise	ID	USA	83704 1142	2/1/2009	1/31/2012	Mall
1359 Magic Valley Mall			Twin Falls	ID	USA	83303 1168	2/1/2008	1/31/2011	Mall
2873 Plaza @ Post Falls	710 Cecil Road	Suite 108	Post Falls	ID	USA	83854 2400	2/1/2010	1/31/2012	Strip
3577 Breneman Square	4335 Yellowstone Avenue	Suite C	Chubbuck	ID	USA	83202 1600	11/1/2010	10/31/2013	Strip
3939 Cottonwood Plaza	6907 N. Strawberry Glen 350 NORTH MILWAUKEE SPACE 2093	Suite 1-100	Boise	ID	USA	83713 1600	3/17/2008	4/30/2013	Strip
4186 BOISE TOWN SQUARE	Unit 2093		BOISE	ID	USA	83788 1000	3/31/2001	12/31/2011	Mall

LEASED PROPERTIES

4497	SILVER LAKE MALL	200 WEST HANLEY AVE Unit 1308		COEUR D'ALENE
4536	GRAND TETON	2300 EAST 17TH STREET Unit 1220		IDAHO FALLS
5346	Meridian Crossroads	3355 E. Fairview Avenue Unit 103		Meridian
5965	Boise SWM	5651 E. Franklin Rd., Suite 105		Nampa
6020	Idaho Falls Shopping Center	161 Houston Circle		Idaho Falls
6537	Ironwood Square	224 W Ironwood Dr Ste B1		Coeur d'Alene
6565	SWM Ponderay	675 Kootenai Cutoff Rd.		Ponderay
6634	SWM Caldwell Retail Center	5205 Cleveland Drive Ste 106		Caldwell
6762	SWM Shops at Mountain Home	2680 American Legion Blvd., Sp#102		Mountain Home
6945	Palouse Mall	1850 West Pullman Rd.		Moscow
6946	SWM 12th Avenue Retail	2025 12th Avenue		Nampa
4772	Riverfront Plaza	2603 N. Elston Avenue Unit Suite A		Chicago
4774	Landings of Bolingbrook, The	143 N. Weber Road Unit		Bolingbrook
16	Fox Valley S/C	2462 Fox Valley Center		Aurora
22	Hawthorn S/C	819 Hawthorn Center		Vernon Hills
23	Orland Square S/C	568 Orland Square		Orland Park
47	Golf Mill Center	Golf Mill Shopping Center	Suite A-277	Niles
52	St. Clair Square	174 St. Clair Square		Fairview Heights
92	Cherryvale Mall	7200 Harrison Avenue	Suite G-126	Rockford
138	Louis Joliet Mall	1024 Louis Joliet Mall		Joliet
194	N Riverside Park Mall	7501 West Cermak Road	Suite F6-A	North Riverside
229	Northwoods Mall	4501 W. War Memorial Drive	Suite AL-8	Peoria
230	White Oaks Mall	2501 West Wabash Avenue	Suite D-152	Springfield
242	University Mall	1215 E. Main Street	Suite 1074	Carbondale
283	Chicago Ridge Mall	151 Chicago Ridge Mall	Store #F11	Chicago Ridge
350	Gurnee Mills	5170 W. Grand Avenue		Gurnee
402	Addison Mall	2929 Addison		Chicago
403	Golf Plaza S/C	1026 B S. Elmhurst Road		Mount Prospect
404	Cermak & Western Plaza	2336 West Cermak		Chicago
408	North Campbell	2506 W. North Avenue		Chicago
443	Stonebrook Plaza	3271 West 115th Street		Merrionette Park
452	Lind North Plaza	75 West North Avenue	Suite 200	Northlake
471	Brentwood Commons	1141 S. York Road		Bensville
472	Civic Center	898 Civic Center Drive		Niles
475	Ravenswood Manor	2754 W. Montrose Avenue		Chicago
476	South Loop Marketplace	1252 South Canal Street		Chicago
539	Bloomington Court	318 West Army Trail Rd. #130	C04	Bloomington
545	Rivercrest Centre	13142 South Cicero Ave.		Crestwood
547	Harwood Commons	4715 N. Harlem Ave.		Harwood Heights
548	Lakeview Plaza	15864 S. LaGrange Rd.	D01 E	Orland Park
549	Matteson Plaza	4147 Lincoln Highway	B05	Matteson
550	West Ridge Ct. Shopping Center	256 South Route 59	Store #7	Naperville
552	Scharrington Square	2517 W. Schaumburg Rd.		Schaumburg
553	Park Plaza Shopping Center	9834 S. Western Ave.	Space T-3	Evergreen Park
554	River Oaks West Shopping Ctr	587 River Oaks West, Suite D-18		Calumet City
555	Hawthorn Hills Fashion Center	700 North Milwaukee Ave. F-3		Vernon Hills
556	Villa Oaks Shopping Center	152 West Roosevelt Rd.		Villa Park
560	Riverpoint Center	1730 W. Fullerton		Chicago
561	Deerbrook Shopping Center	76 South Waukegan Rd.	Space #2B	Deerfield
562	Village Crossing Mall	5695 Touhy Ave.		Niles
570	North Riverside Park	7325 25th		N. Riverside Park
571	Northridge Plaza	1470 N. Larkin Ave.	A03	Joliet
572	Crystal Court	5579 Northwest Highway	B05	Crystal Lake

60521	1558	6/1/2010	5/31/2013	Mall
60714	1253	2/1/2010	1/31/2012	Mall
62208	1300	2/1/2010	1/31/2013	Mall
61112	1473	2/1/2009	1/31/2012	Mall
60435	1332	2/1/2010	1/31/2012	Mall
60546	1397	2/1/2002	1/31/2012	Mall
61613	1746	2/1/2003	1/31/2013	Mall
62704	1327	6/1/2001	1/31/2012	Mall
62901	1595	2/1/2008	1/31/2013	Mall
60415	1228	2/1/2007	1/31/2012	Mall
60031	1930	1/1/2007	1/31/2012	Mall
60618	1408	7/1/2008	6/30/2011	Strip
60056	1720	8/1/2008	7/31/2011	Strip
60608	1364	4/1/2008	3/31/2011	Strip
60647	1100	6/1/2008	5/31/2011	Strip
60655	2100	5/1/2007	4/30/2012	Strip
60164	1972	9/1/2007	8/31/2012	Strip
60106	1200	7/1/2010	1/31/2011	Strip
60714	1225	10/1/2010	1/31/2011	Strip
60618	1284	6/1/2008	5/31/2011	Strip
60607	1191	2/1/2008	1/31/2013	Strip
60108	1540	2/1/2007	1/31/2012	Strip
60445	1925	1/1/2008	1/31/2011	Strip
60656	1650	2/1/2008	1/31/2013	Strip
60462	2000	3/1/2008	2/28/2013	Strip
60443	2000	3/1/2008	2/28/2013	Strip
60540	2000	11/1/2010	1/31/2011	Strip
60194	1200	2/1/2008	1/31/2011	Strip
60642	1500	2/1/2008	1/31/2011	Strip
60409	1265	6/1/2006	5/31/2011	Strip
60061	1000	6/1/2010	5/31/2012	Strip
60181	1660	10/1/2008	9/30/2011	Strip
60614	1430	5/3/2007	2/29/2012	Strip
60015	1750	10/1/2008	1/31/2011	Strip
60648	1202	1/1/2008	2/28/2011	Strip
60546	1600	2/1/2010	1/31/2012	Strip
60435	2000	3/1/2008	2/28/2013	Strip
60014	1798	4/1/2009	3/31/2013	Strip
60652	1250	4/1/2011	3/31/2013	Strip
606323	1950	3/1/2009	2/28/2012	Strip
60118	2000	2/1/2009	1/31/2012	Strip
61008	2500	3/1/2008	2/28/2013	Strip
60173	1500	8/1/2010	1/31/2011	Strip
60187	1467	4/1/2008	3/31/2011	Strip
60031	1650	3/1/2009	2/29/2012	Strip
60516	1200	10/1/2008	9/30/2011	Strip
60134	1200	2/1/2010	1/31/2011	Strip
60118	1434	2/1/2010	1/31/2013	Mall
62526	1200	2/1/2009	1/31/2012	Mall
60626	1197	12/1/2007	11/30/2012	Strip
60609	800	9/1/2010	1/31/2011	Strip
60649	1200	11/1/2010	1/31/2011	Strip
	1000	7/1/2009	6/30/2012	Strip
60651	1200	5/1/2010	4/30/2013	Strip
60629	1000	9/1/2008	8/31/2011	Strip
60108	2038	10/1/2007	9/30/2014	Mall
60085	3000	2/1/2008	1/31/2013	Strip
60402	2000	2/1/2008	1/31/2013	Strip
60707	1667.5	2/1/2008	1/31/2013	Strip
60616	1200	2/1/2008	1/31/2013	Strip
60115	1400	7/1/2008	6/30/2013	Strip
60453	1200	5/1/2008	4/30/2011	Strip

LEASED PROPERTIES

2482	Kensington Center	12748 S. Illinois, Rte. 59	Suite 320		Plainfield
2543	East Gate Commons	3839 E. Main Street			St. Charles
2579	Mallard Creek	716 East Rollins Road	Space A-9		Round Lake Beach
2617	Stoney Island Plaza	1725 East 95th Street			Chicago
2649	Woods creek Shopping Center	774 South Randall Road			Algonquin
2674	Lake Park Plaza	1400 East 47th Street	Unit B		Chicago
2732	Effingham Plaza	1330 Thelma Keller Avenue	Suite L		Effingham
2743	Mundelein Crossing	3080 W. Route 60	Suite 103		Mundelein
2748	White Oaks Plaza	2845 Veterans Parkway	Suite B04A		Springfield
2750	O'Fallon Shopping Center	1407 West Hwy 50	Suite 103		O'Fallon
2766	Rock River Plaza	3919 41st Ave. Drive			Moline
2833	Northwest S/C	579 E. Dundee Road			Palatine
2857	Lenox Retail Center	2344 E. Lincoln Hwy			New Lenox
2865	The Brickyard	6451 W. Diversey Avenue	# G	-9	Chicago
2928	Kewanee Plaza	150 E. South Street	Suite J		Kewanee
2954	Macomb Center	1710 E. Jackson	Suite A		Macomb
2955	Pekin Center	3432 Veterans Drive			Pekin
2984	Decatur Marketplace	4655 East Maryland Street	Suite 6		Decatur
3005	Olympia Corners	2520 W. Lincoln Highway			Olympia Fields
3053	Pine Tree Plaza	4311 East Lincoln Way	Suite A		Sterling
3112	Shops at Vandalia	303 Mattes Avenue			Vandalia
3234	Clark S/C	2725 North Clark Street			Chicago
3237	Chatham Ridge S/C	112 W. 87th Street	Bldg N, Ste M-6		Chicago
3255	Joliet Commons	1530 Illinois Route 59			Joliet
3330	Wood River SWM	662 Wesley Drive			Wood River
3375	Six Corners Plaza	3951 S. Cicero Avenue			Chicago
3454	Washington SWM	1968 Freedom Parkway			Washington
3456	Country Club Plaza	167th & Crawford			Country Club Hills
3528	Rockford SWM	3818 W. Riverside Blvd	Suite 112		Rockford
3529	Danville SWM	411 N Vermillion Suite 1			Danville
3530	Little Rock Crossing SWM	6554 W Route 34			Plano
3531	Quincy SWM	5307 Oak Street			Quincy
3593	Koman Collinsville aka Collinsville Cros	1120 Collinsville Crossing			Collinsville
3673	Southgate Market aka Roosevelt Canal Ctr	NEC of Roosevelt & Canal			Chicago
3684	Savannah Crossing	2948 Kirk Rd. Unit 102	Bldg 5, next to Starbucks		Aurora
3714	Crystal Lake SWM	1125 South Route 31 Suite E			Crystal Lake
3741	Presidential Parkway	218 Keul Rd			Dixon
3781	Greenmont Commons	2525 Green Mount Commons Dr	Suite 120		Belleville
3804	Promenade @ Bolingbrook	I 55 & 1 355			Bolingbrook
3819	North Point S/C	358 e Rand Road			Arlington Heights
3850	Burbank Crossing	79th & Harlem			Burbank
3875	Mattoon Marketplace	122 Detro Dr			Mattoon
3890	Jerseyville SWM	1404 Windy Lane Suite M			Jerseyville
3921	Main Street Marketplace	Geneva & Main			Wheaton
3943	Bradley Commons	2024 N State Route 50	Suite A5		Bradley
4008	SOUTHPARK MALL (IL)	4500 16TH ST Unit 650			MOLINE
4051	FORD CITY	7601 S. CICERO Unit 1316			CHICAGO
4078	Peru Mall	3940 Route 251 Unit B-10			Peru
4171	EASTLAND MALL (IL)	1615 EMPIRE STREET Unit	SP A	-1	BLOOMINGTON
4213	LINCOLNWOOD TOWN CENTER	3333 W TOUHY AVE Unit H14			LINCOLNWOOD
4237	NORTHFIELD SQUARE	1600 N STATE RT 50 Unit	SPACE 308		BOURBONNAIS
4312	GURNEE MILLS	6170 W. GRAND AVE. Unit 343			GURNEE

62704	2057	6/1/2009	5/31/2012	Strip
62269	1300	2/1/2009	1/31/2014	Strip
61265	1275	4/1/2009	3/31/2011	Strip
60074	1200	2/1/2010	1/31/2013	Strip
60451	1623	1/26/2006	1/31/2011	Strip
60707	3000	2/1/2010	1/31/2015	Strip
61443	1890	2/1/2010	1/31/2012	Strip
61456	1610	2/1/2010	1/31/2013	Strip
61554	2607	2/1/2010	1/31/2015	Strip
62521	1200	10/1/2009	1/31/2013	Strip
60461	1000	11/1/2009	10/31/2012	Strip
61081	1600	2/1/2010	1/31/2012	Strip
62471	1600	4/1/2010	3/31/2012	Strip
60614	2250	2/1/2011	1/31/2012	Strip
60602	3344	9/1/2010	1/31/2011	Strip
60435	1600	4/21/2005	1/31/2011	Strip
62095	1600	4/13/2006	4/30/2011	Strip
60641	2538	10/22/2007	3/31/2013	Strip
61571	1750	2/1/2011	1/31/2014	Strip
60478	1540	4/6/2007	4/30/2012	Strip
61101	2000	11/2/2006	1/31/2012	Strip
61832	1200	12/8/2005	1/31/2011	Strip
60545	1435	12/18/2006	12/31/2011	Strip
62301	2000	2/1/2011	1/31/2014	Strip
62234	1750	4/12/2007	4/30/2012	Strip
60607	1176	11/29/2006	11/30/2011	Strip
60504	1400	6/19/2008	1/31/2014	Strip
60014	1456	11/9/2007	11/30/2012	Strip
61021	1625	5/3/2007	1/31/2013	Strip
	2000	7/7/2007	7/31/2012	Strip
	1134	4/26/2007	4/30/2017	Strip
60004	1170	11/6/2006	1/31/2012	Strip
60459	1650	4/19/2007	4/30/2012	Strip
61938	1464	2/27/2008	5/31/2013	Strip
62052	1500	7/5/2007	1/31/2013	Strip
	1498	6/21/2007	6/30/2012	Strip
60915	1600	3/13/2008	3/12/2013	Strip
61265	1115	2/1/2009	1/31/2013	Mall
60652	900	11/1/2003	1/31/2014	Mall
61354	1133	11/21/2001	11/30/2011	Mall
61701	1120	1/1/2011	1/31/2011	Mall
60645	1000	4/1/2008	3/31/2011	Mall
60914	1042	2/1/2007	1/31/2012	Mall
60031	1284	9/1/2008	8/31/2011	Mall
60173	1100	2/1/2010	1/31/2011	Mall
62959	1073	10/1/2010	1/31/2011	Mall
61820	1248	4/27/2009	4/30/2016	Mall
60409	1489	2/1/2009	1/31/2011	Mall
62002	1690	9/29/2000	1/31/2011	Mall
	1845	10/1/2010	9/30/2012	Strip
60540	1410	10/1/2010	9/30/2013	Strip
60534	2015	2/1/2008	1/31/2013	Strip
60008	1282	2/1/2008	1/31/2011	Strip
60443	1100	4/1/2009	3/31/2012	Strip
60137	1280	2/1/2008	1/31/2011	Strip
60073	2080	2/1/2008	1/31/2013	Strip
60155	1680	2/1/2008	1/31/2013	Strip
61820	1460	5/1/2008	4/30/2011	Street Front
62704	1611	3/1/2010	2/28/2013	Strip
60102	1220	3/1/2009	2/28/2011	Strip
60659	1200	2/1/2009	1/31/2014	Strip
	1734	5/1/2008	4/30/2011	Strip
60134	1392	2/1/2009	1/31/2012	Strip
61615	1200	10/1/2008	9/30/2011	Mall
60115	1483	8/1/2008	7/31/2013	Strip
60018	1200	9/1/2009	8/31/2012	Strip

6165 Joliet SWM	2410 West Jefferson Street 2705 IL State Fairgrounds Rte 26 South Ste	Suite 102	Joliet	IL	USA	60435	1631	11/6/2008	1/31/2014	Strip
6166 Southgate Plaza	A	SR 26 & Fairgrounds	Freeport	IL	USA	61032	1500	12/5/2008	1/31/2014	Strip
6280 Mt. Vernon SWM	101 Davidson Ave Suite C	Rt. 15 & Davidson	Mt. Vernon	IL	USA	62864	1500	5/28/2009	2/28/2015	Strip
6281 116th and Halstead	11617 S. Halstead Street		Chicago	IL	USA	60628	1326	10/10/2008	1/31/2014	Strip
6283 SWM Prospect Commons SWM Willow Pond	2517 North Prospect	Prospect and Interstate Dr.	Champaign	IL	USA	61822	1726	2/12/2009	2/28/2014	Strip
6296 Marketplace	1056 S. Sutton Road	Rt. 59 & Gulf Keys Drive	Streamwood	IL	USA	60107	1450	2/19/2009	2/28/2014	Strip
6410 Harlem Irving Mall	4188 N. Harlem Ave.		Norridge	IL	USA	60706	1200	3/26/2009	3/31/2014	Strip
6411 Center Townline Plaza Shopping	9031 N. Allen Rd.	Suite 5	Peoria	IL	USA	61615	1600	3/19/2009	3/31/2014	Strip
6436 Antioch M/P	489 East Route 173		Antioch	IL	USA	60002	1397	8/20/2009	8/31/2014	Strip
6437 Chicago & Kedzie Plaza	800 N. Kedzie Ave.	Unit 113	Chicago	IL	USA	60651	2500	5/1/2009	4/30/2014	Strip
6473 Irving Park Broadway	Irving and Broadway		Chicago	IL	USA		1206	7/23/2009	7/31/2014	Strip
6494 Melrose Park	1501 West North Avenue		Melrose Park	IL	USA	60160	3303	8/13/2009	8/31/2014	Strip
6552 Route 66 S/C	1403 W. Ferdon St., #19		Litchfield	IL	USA	62056	2000	2/11/2010	2/28/2015	Strip
6727 SWM Ottawa S/C	333 West Stevenson Rd.		Ottawa	IL	USA	61350	2000	10/21/2010	10/31/2015	Strip
6778 SWM Harrisburg	718 Rollie Moore Dr.		Harrisburg	IL	USA	62946	2488	11/4/2010	1/31/2016	Strip
6841 Scott AFB	404 W. Martin Dr. 2902 West 86th Street		Scott AFB	IL	USA	62225	1200	10/4/2010	10/3/2012	Strip
4929 Willow Lake West	Unit Suite 120		Indianapolis	IN	USA	46268	1600	6/1/2008	5/31/2013	Strip
87 Washington Square	10202 East Washington 3401 South US 41 # J - 21	Suite 328	Indianapolis	IN	USA	46229	1519	2/1/2010	1/31/2011	Mall
243 Honey Creek Mall			Terre Haute	IN	USA	47802	1600	5/1/2007	12/31/2012	Mall
253 Tippecanoe Mall	2415 Sagamore Parkway		Lafayette	IN	USA	47905	1511	2/1/2009	1/31/2016	Mall
329 Southlake Mall	1992 Southlake Mall	Store #152	Merrillville	IN	USA	46410	1567	2/1/2005	1/31/2012	Mall
340 Green Tree Mall	717 E. State Rd. 131		Clarksville	IN	USA	47130	1500	1/1/2009	6/30/2014	Mall
597 Merrillville Plaza	1621 East 80th Ave.		Merrillville	IN	USA	46410	1058	9/1/2007	8/31/2012	Strip
706 Center Highland Grove Shopping	10345 Indianapolis Blvd.		Highland	IN	USA	46322	1741	4/1/2009	3/31/2014	Strip
721 Wilshire Plaza	5656 Grape Road, Unit 10 5662-B Crawfordsville Road		Mishawaka	IN	USA	46545	2325	7/1/2007	6/30/2012	Strip
725 Speedway SuperCenter			Speedway	IN	USA	46224	2410	2/1/2009	1/31/2012	Strip
732 Greenwood Shoppes	916 North U.S. 31		Greenwood	IN	USA	46142	1200	8/1/2010	7/31/2011	Strip
739 Keystone Shoppes	3329 E. 86th Street	Room 3319	Indianapolis	IN	USA	46240	1440	2/1/2010	1/31/2013	Strip
763 Clarksville Commons	1176 E. Highway 131		Clarksville	IN	USA	47129	2000	3/1/2008	2/28/2011	Strip
1117 College Mall	3038 1/2 E. 3rd St.	Suite I-7A	Bloomington	IN	USA	47401	1025	2/1/2008	1/31/2012	Mall
1662 Linwood Square	4401 Linwood Avenue		Indianapolis	IN	USA		1200	11/1/2009	10/31/2012	Strip
1663 Center Target 31 Shopping	3510 Southeast Street		Indianapolis	IN	USA		1200	2/1/2011	1/31/2013	Strip
1864 Muncie Mall	3501 Granville Avenue	Space #L-7C	Muncie	IN	USA	47303	1975	11/23/2001	1/31/2012	Mall
2434 Dyer Town Center	819 Joliet Road		Dyer	IN	USA	46311	1350	3/1/2009	2/28/2014	Strip

**LEASED
PROPERTIES**

**SCHEDULE
3.5(b)(ii)**

2651 College Park	3269 W. 86th Street	Suite J	Indianapolis	IN USA	46268	1500	2/1/2009	1/31/2014	Strip
2694 Northwood Plaza	6047 1/2 Stellhorn Road	Unit C02B	Fort Wayne	IN USA	46815	1500	8/1/2009	7/31/2012	Strip
2872 Wal-Mart Plaza	3187 State Road 3 South		New Castle	IN USA	47362	1600	2/1/2010	1/31/2012	Strip
2932 Franklin Shoppes	2179 N. Morton	Suite 3	Franklin	IN USA	46131	1420	2/1/2010	1/31/2013	Strip
2962 Wal-Mart Plaza	138 Lee Boulevard		Shelbyville	IN USA	46176	2250	11/1/2010	1/31/2011	Strip
2985 LaFayette Marketplace	4315 Commerce Drive	Suite 480	LaFayette	IN USA	47905	1715	10/1/2009	9/30/2011	Strip
3001 Plymouth Center	2291 North Oak Road		Plymouth	IN USA	46563	2600	9/30/2009	9/30/2014	Strip
3111 Southport Pavilion	5335 Southport Road	Suite 400	Indianapolis	IN USA	46237	2040	4/7/2005	4/30/2011	Strip
3229 Elkhart SWM	105 County Rd., 6 West	Ste. B	Elkhart	IN USA	46514	1540	4/7/2005	1/31/2011	Strip
3260 Tell City Shopping Center	645 Highway 66	Suite 101	Tell City	IN USA	47586	1600	6/15/2009	10/31/2012	Strip
3294 Kendalville SWM	2515 E. North Street		Kendallville	IN USA	46755	1314	8/11/2005	1/31/2011	Strip
Smith Valley Shopping 3326 Center	704 S. State Road I-35	Suite C	Greenwood	IN USA	46143	1955	1/1/2011	1/31/2011	Strip
3579 Avon Commons	10415 E US Highway 36		Avon	IN USA	46123	1680	11/1/2005	1/31/2011	Strip
3625 River Pointe Mall	411 East Clifty Drive		Madison	IN USA	47250	1700	3/2/2006	3/31/2011	Strip
3830 Greenfield Crossing Shops	1937 Melody Lane		Greenfield	IN USA	46160	1500	3/29/2007	1/31/2013	Strip
3922 Sycamore Terrace	2167 South State Road 46	Space A-17	Terre Haute	IN USA	47803	1600	6/1/2007	5/31/2012	Strip
4017 RICHMOND SQUARE	3801 National Road East Unit 719		RICHMOND	IN USA	47374	1470	11/1/2010	10/31/2013	Mall
4020 GLENBROOK SQUARE	4201 COLDWATER ROAD Unit M-11		FORT WAYNE	IN USA	46805	1500	5/1/2008	4/30/2018	Mall
CASTLETON SQUARE 4021 MALL	6020 E 82ND ST Unit 800 N. GREEN RIVER ROAD Unit ROOM		INDIANAPOLIS	IN USA	46250	1467	2/1/2010	1/31/2013	Mall
4053 EASTLAND MALL (IN)	57		EVANSVILLE	IN USA	47715	1053	2/1/2010	1/31/2013	Mall
4073 SOUTHLAKE MALL	2214 SOUTHLAKE MALL Unit BU656		MERRILLVILLE	IN USA	46410	2000	2/1/2010	1/31/2011	Mall
North Park Mall f.k.a. Five 4144 Points	1129 North Baldwin Avenue Unit Unit 74		Marion	IN USA	46952	1953	6/28/2002	6/30/2012	Mall
4181 CONCORD MALL (IN)	3701 SOUTH MAIN Unit 480	SUITE 480	ELKHART	IN USA	46517	900	2/1/2010	12/31/2010	Mall
4209 UNIVERSITY MALL (IN)	6501 GRAPE ROAD Unit 310		MISHAWAKA	IN USA	46545	1085	2/1/2009	1/31/2013	Mall
4247 GREENWOOD PARK	1251 US 31N Unit C-54		GREENWOOD	IN USA	46142	906	2/1/2010	1/31/2013	Mall
Jefferson Pointe Shopping 4272 Center	4110 West Jefferson Blvd. Unit Space D-11		Ft. Wayne	IN USA	46802	2100	6/1/2008	5/31/2013	Strip
4277 LAFAYETTE SQUARE	3919 LAFAYETTE ROAD Unit 362		INDIANAPOLIS	IN USA	46254	784	2/1/2008	1/31/2011	Mall
4423 CIRCLE CENTRE	49 West Maryland St, Unit E08		INDIANAPOLIS	IN USA	46204	1424	2/1/2011	1/31/2012	Mall
4465 MARKLAND MALL	1162 S. 17th Street Unit B10		KOKOMO	IN USA	46902	880	8/1/2010	7/31/2013	Mall
4473 College Mall	2872 E. 3rd Street Unit 0C02	Space C-02	Bloomington	IN USA	47401	2816	9/1/2010	8/31/2013	Mall
North by Northeast 4986 Shoppers II	8250 E. 96th Street Unit 7255 N. Keystone Avenue Unit		Fishers	IN USA	46038	1440	6/1/2008	5/31/2013	Strip
5002 Norgate Plaza	6905 S. Emerson Avenue Unit		Indianapolis	IN USA	46240	1600	7/1/2008	6/30/2013	Strip
5018 Emerson Commons II	La Porte Avenue & Silhavy Unit		Indianapolis	IN USA	46237	1600	2/1/2009	1/31/2014	Strip
5052 Valparaiso Marketplace			Valparaiso	IN USA	46383	2030	9/1/2008	8/31/2013	Strip
5133 Plainfield Commons	2669 East Main Street Unit 10745 E. Washington Street Unit		Plainfield	IN USA	46168	2404	9/25/2008	9/24/2013	Strip
5153 Centre East Shops			Indianapolis	IN USA	46229	1350	2/1/2009	1/31/2014	Strip
5185 Indian Creek Common	10635 Pendleton Pike Unit Suite C-1		Indianapolis	IN USA	46236	1500	2/1/2009	1/31/2014	Strip
5186 Evansville Pavilion	6401 E. Lloyd Expressway Unit Suite 12		Evansville	IN USA	47715	1200	10/16/2008	10/15/2013	Strip
5187 Grant Line Center	2924 Grant Line Road Unit Suite 103		New Albany	IN USA	47150	1600	3/1/2009	2/28/2014	Strip
5214 Wabash Landing	332 East State Sreet Unit		West Lafayette	IN USA	47906	2227	5/1/2009	4/30/2014	Strip
5270 Southport Centre	7319 U.S. 31 South Unit County Road 6 @ Emerson Drive Unit		Indianapolis	IN USA	46227	2400	3/1/2009	2/28/2014	Strip
5330 Northfield Plaza S/C			Elkhart	IN USA		1200	7/16/2009	7/15/2014	Strip
5348 Lima Road Shoppes	6423 Lima Road Unit		Ft. Wayne	IN USA	46818	1400	7/1/2009	6/30/2012	Strip

5356 Calumet Center	7971 Calumet Avenue Unit			Munster	IN USA	46321	2098	2/1/2010	1/31/2013	Strip
5453 Michigan City Town Center	5330 Franklin Street Unit			Michigan City	IN USA	46360	1520	2/1/2010	1/31/2012	Strip
5500 Wal-Mart Plaza Clarksville	Veterans & I-65 Unit			Clarksville	IN USA	47130	1680	4/16/2010	4/15/2015	Strip
5514 Chapel Ridge	10446 Marysville Road Unit			Fort Wayne	IN USA	46835	1556	9/1/2009	8/31/2012	Strip
5544 Erskine Village	1112 Scottsdale Mall Unit			South Bend	IN USA	46614	1598	10/7/2005	1/31/2011	Strip
5554 Scatterfield Shoppes	4219 South Scatterfield Rd. Unit			Anderson	IN USA	46013	1500	4/1/2010	3/31/2013	Strip
5555 Red Bank Commons	South Red Bank Road & SR 62 Unit			Evansville	IN USA	47712	1556	4/1/2010	3/31/2012	Strip
5834 Cleveland Corners	52991 State Road, Suite D			South Bend	IN USA	46637	1400	7/5/2007	7/31/2012	Strip
5837 Williams Crossing	3120 John Williams Blvd	Unit #	113	Bedford	IN USA	47421	1600	7/12/2007	7/31/2013	Strip
5860 Old Capital Centre	2363 Highway 135 Northwest			Corydon	IN USA	47112	1628	7/19/2007	7/31/2012	Strip
5861 Kimmel Road Shoppes	632 Kimmel Road @ US 41			Vincennes	IN USA	47591	1200	7/6/2007	7/31/2012	Strip
North Ridge Shopping Center	3940 North Newton Street			Jasper	IN USA	47546	1600	7/27/2007	1/31/2013	Strip
5905 Crossroads at US 41 & 30	1519 US Hwy 41, B6			Schererville	IN USA	46375	1699	10/11/2007	10/31/2012	Strip
6047 Town and Country	16763 Clover Rd			Noblesville	IN USA	46060	1600	11/29/2007	1/31/2013	Strip
6048 Warsaw Outlot SWM	2556 Walton Blvd.			Warsaw	IN USA	46582	1360	1/10/2008	1/31/2013	Strip
6141 Northfield Commons	351 W. Northfield Dr.			Brownsburg	IN USA	46112	1600	10/9/2008	1/31/2014	Strip
6185 Hamilton Town Center	13904 Town Center Blvd.		Suite 300	Noblesville	IN USA	46060	1618	8/14/2008	8/31/2013	Strip
6340 St. John Square	9939 Wicker Ave Space E		101st & Wicker Ave	St. John	IN USA	46373	1600	11/24/2008	11/30/2013	Strip
				& SR						
6397 SWM Columbus Crossing	2105 Jonathan Moore Pike	I	-65 46	Columbus	IN USA	47201	1485	2/1/2009	1/31/2014	Strip
6423 Centre West Shops	4525 LaFayette Rd.		Space #B	Indianapolis	IN USA	46254	1500	5/7/2009	5/31/2014	Strip
6493 Clay Terrace	14405 Clay Terrace Blvd., Ste 135			Carmel	IN USA	46032	1943	8/13/2009	8/31/2014	Strip
6505 Elkhart Market Centre	4024 Elkhart Rd. Space 20B			Goshen	IN USA	46526	3218	9/11/2009	9/30/2014	Strip
6556 River Creek Village	904 Green Blvd.			Aurora	IN USA	47001	2550	3/17/2010	3/31/2015	Strip
SWM Marketplace at										
6618 Crawfordsville	1887 US Hwy. 231 South			Crawfordsville	IN USA	47933	2160	7/9/2010	7/31/2015	Strip
SWM The Crossing of										
6622 Hobart	2623 E. 80th Ave.			Merrillville	IN USA	46410	2800	6/24/2010	6/30/2015	Strip
6627 SWM LaPorte Plaza	1424 E. Lincolnway			LaPorte	IN USA	46350	1683	4/30/2010	4/30/2015	Strip
6654 SWM 165th Street	1818 165th Street			Hammond	IN USA	46320	3150	7/22/2010	7/31/2015	Strip
		Unit #								
6674 SWM Valley View S/C	3318 S. Western Avenue		117601	Marion	IN USA	46953	2400	8/19/2010	8/31/2015	Strip
6726 Lowes Outlot	1310 National Road, #C			Columbus	IN USA	47201	2050	10/8/2010	1/31/2016	Strip
SWM Marketplace at										
6734 Newburgh	8680 High Pointe Dr #D		Hwy. 66 & Bell Rd	Newburgh	IN USA	47630	2450	10/28/2010	1/31/2016	Strip
6737 SWM Kokomo	1912 E. Markland Ave.			Kokomo	IN USA	46901	2840	11/5/2010	1/31/2016	Strip
6739 Jackson Park	1266 East Tipton St, #4			Seymour	IN USA	47274	1803	11/1/2010	1/31/2016	Strip
6756 Heartland Village Shops	8411 Windfall Lane, Suites A&B			Camby	IN USA	46113	3277	10/14/2010	1/31/2016	Strip

**LEASED
PROPERTIES**

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6787 H.H. Gregg S/C	4323 W. Clara Lane, Unit 5 4454 Greensburg Commons Center		Muncie	IN	USA	47304	1540	12/9/2010	2/8/2016	Strip
6788 SWM Greensburg Commons			Greensburg	IN	USA	47240	1596			Strip
6933 SWM Cass Commons	130 Mall Road		Logansport	IN	USA	46947	1500			Strip
6957 Honey Creek Commons	5757 US Hwy 41 South		Terre Haute	IN	USA	47802	2000			Strip
6958 SWM Former Hollywood	6129 US Hwy. 6		Portage	IN	USA		2066			Strip
55 Oak Park Mall	11775 West 95th Street		Overland Park	KS	USA	66214	700	2/1/2009	1/31/2011	Mall
672 Roeland Park Shopping Center	5016 Roe Blvd.		Roeland Park	KS	USA	66205	1288	6/1/2007	5/31/2012	Strip
674 Orchard Corners Shopping Center	9672 Quivera Rd. 11949 S. Strangline Road, Suite 10		Lenexa	KS	USA	66215	1644	2/1/2009	1/31/2011	Strip
854 Olathe Station II	16310 W. 65th St. , Space D		Olathe	KS	USA	66062	1200	10/1/2008	9/30/2013	Strip
1592 Shawnee Station			Shawnee	KS	USA	66204	1540	4/1/2008	3/31/2013	Strip
2625 Central Mall	2259 S. 9th Street		Salina	KS	USA	67401	1522	2/1/2009	1/31/2014	Mall
2733 One Kellogg Place I	11661 E. Kellogg	Suite 105	Wichita	KS	USA	67207	1588	2/1/2011	1/31/2014	Strip
2734 Wanamaker	1725 SW Wanamaker		Topeka	KS	USA	66604	1983	2/1/2009	1/31/2014	Strip
2754 Plaza	208 E. Parkway Blvd.		Liberal	KS	USA	67901	1680	2/1/2010	1/31/2013	Strip
2755 29th & Rock Road	3000 N. Rock Road	Suite 300	Wichita	KS	USA	67226	1827	2/1/2010	1/31/2014	Strip
2813 Kellogg & West	583 S West Street	Suite 200	Wichita	KS	USA	67213	1600	2/1/2010	1/31/2012	Strip
2848 Mall at Hays	2918 Vine Street	Space 90	Hays	KS	USA	67601	1400	2/1/2010	1/31/2011	Strip
2854 Windward Plaza	413 Windward Drive		Newton	KS	USA	67114	1444	2/1/2010	1/31/2012	Strip
2998 Great Bend Plaza	3511 10th Street		Great Bend	KS	USA	67530	2180	3/24/2005	1/31/2011	Strip
3203 Pawnee & Broadway	2570 S. Broadway	Suite 112	Wichita	KS	USA	67216	2040	2/1/2011	1/31/2014	Strip
3204 Emporia	2326 Industrial Road		Emporia	KS	USA	66801	2000	5/17/2007	1/31/2013	Strip
3236 Manhattan Retail Center	100 East Bluemont	Suite F	Manhattan	KS	USA	66502	1540	10/28/2010	10/31/2015	Strip
3248 El Dorado Retail Center	2733 West Central Avenue	Suite A	El Dorado	KS	USA	67042	2200	6/16/2005	1/31/2011	Strip
3301 McPherson Shopping Center	216 S. Centennial Drive	Suite 101	McPherson	KS	USA	67460	1995	5/12/2005	1/31/2011	Strip
3586 Legends @ Village West	1843 Village West Parkway #C 2932 North Broadway Suite C	-105	Kansas City	KS	USA	66111	1283	11/24/2005	1/31/2011	Strip
3603 Broadway Plaza			Pittsburg	KS	USA	66762	1995	1/11/2006	1/31/2011	Strip
3780 Hutchinson Retail Shops	17th & Lorraine 1801 SW WANNAMAKER RD Unit G-26	SUITE G-26	Hutchinson	KS	USA		1521	12/14/2006	1/31/2012	Strip
4137 WEST RIDGE MALL			TOPEKA	KS	USA	66604	1257	1/1/2008	1/31/2012	Mall
4443 TOWN EAST SQUARE	7700 E KELLOGG, Unit		WICHITA	KS	USA	67207	1024	2/1/2003	1/31/2013	Mall
4447 TOWN WEST SQUARE	400 W. KELLOGG Unit S05		WICHITA	KS	USA	67209	1000	2/1/2003	1/31/2013	Mall
4493 GREAT PLAINS	20128 WEST 151ST STREET Unit 128		OLATHE	KS	USA	66061	1260	8/14/2010	1/31/2011	Mall
4841 Town Center Plaza	5211 W. 117th Street Unit Unit #2240		Leawood	KS	USA	66211	1200	4/1/2008	3/31/2013	Strip
4868 Pine Ridge Plaza	3140 Iowa Street Unit Suite 109	ST 107	Lawrence	KS	USA	66046	2190	4/1/2008	3/31/2013	Strip
4877 NewMarket Square	2413 North Maize Road Unit 2413 North Maize Road	Suite 103	Wichita	KS	USA	67205	1940	4/1/2008	3/31/2013	Strip
5058 Seth Child Commons	810 Commons Place Unit 2204 E. Kansas Avenue Unit 2-20		Manhattan	KS	USA	66503	2000	9/1/2008	8/31/2013	Strip
5162 Garden City Plaza	2111 N. Rock Road Unit Suite 100		Garden City	KS	USA	67846	2000	4/1/2009	3/31/2012	Strip
5188 Tallgrass Center			Wichita	KS	USA	67206	1800	2/1/2009	1/31/2014	Strip
6206 West Village Shopping Center	295 N K7 Hwy		Olathe	KS	USA	66061	1511	11/12/2009	1/31/2015	Strip
6474 Derby Marketplace	1918 N. Rock Rd., Ste 500		Derby	KS	USA	67037	1560	7/2/2009	7/31/2014	Strip
6574 SWM Leavenworth Center	Eisenhower rd. & 10th Ave.		Leavenworth	KS	USA		1845	10/14/2010	1/31/2016	Strip
6666 Merriam Town Center	5730 Antioch Rd.		Merriam	KS	USA	66202	1600	7/9/2010	7/31/2015	Strip
6812 Fort Riley	7264 Normandy Dr.		Ft. Riley	KS	USA	66442	845	10/4/2010	10/3/2012	Strip
6828 Ft. Leavenworth	615 McClellan		Leavenworth	KS	USA	66027	1200	10/4/2010	10/3/2012	Strip
6936 SWM Hays Retail Center	4325 Vine 4801-A268 Outer Loop Road		Hays	KS	USA	67601	1792			Strip
109 Jefferson Mall			Louisville	KY	USA	40219	1259	2/1/2010	1/31/2013	Mall

244	Kentucky Oaks Mall	5101 Hinkville Road	Suite 570	Paducah	KY	USA	42002	1193	6/1/2008	5/31/2013	Mall
295	Towne Square Mall	5000 Frederica Street #62		Owensboro	KY	USA	42301	1825	10/1/2008	9/30/2011	Mall
729	Springhurst Towne Center	10524 Fischer Park Drive	# 21	Louisville	KY	USA	40241	1200	10/1/2006	9/30/2011	Strip
737	Tymberwood Plaza	4243 Outer Loop Road		Louisville	KY	USA	40219	2160	11/1/2009	10/31/2012	Strip
839	Hamburg Pavilion	2160 Sir Barton Way		Lexington	KY	USA	40509	1600	7/1/2008	6/30/2013	Strip
845	Dixie Manor Shopping Center	6801 Dixie Highway		Louisville	KY	USA	40258	1250	2/1/2010	1/31/2012	Strip
848	Crossroads Plaza	125 East Reynolds Road, Suite 140		Lexington	KY	USA	40517	2200	3/1/2009	2/29/2012	Strip
1001	Towne Mall	U.S. 31 West		Elizabethtowne	KY	USA	42701	1161	1/1/2009	1/31/2013	Mall
1336	Greenwood Mall	2625 Scottsville Road		Bowling Green	KY	USA	42593	1079	2/1/2009	1/31/2012	Mall
1623	Florence Square	7753 Mall Road #D		Florence	KY	USA	41042	1200	3/1/2008	2/28/2011	Strip
2523	Southland Terrace	3925 7th Street		Louisville	KY	USA	40216	2400	2/1/2009	1/31/2014	Strip
2524	Bashford Manor S/C	3634 Mall Road	Space # 7	Louisville	KY	USA	40218	1800	11/1/2010	1/31/2011	Strip
2546	Newport S/C	1697 Monmouth Street		Newport	KY	USA	41071	2100	2/1/2009	1/31/2014	Strip
2547	Fort Wright S/C	3455 Valley Plaza Parkway		Fort Wright	KY	USA	41017	1500	2/1/2009	1/31/2014	Strip
2572	Super Wal-Mart Center	219 Wal Mart Way		Maysville	KY	USA	41056	1800	2/1/2010	1/31/2013	Strip
2858	Dollar Tree Plaza	114 Childers Drive		London	KY	USA	40741	2000	2/1/2010	1/31/2015	Strip
2991	Northpark Marketplace	524 New Circle Road, Suite 13		Lexington	KY	USA	40505	1400	8/2/2007	8/31/2012	Strip
3049	Burks Center	107 Jeanie Drive		Shelbyville	KY	USA	40065	2125	7/14/2005	1/31/2011	Strip
3184	Somerset Marketplace	300 Sam Walton Drive	Suite 500	Somerset	KY	USA	42501	2500	8/4/2009	8/31/2014	Strip
3192	Daniel Boone Plaza	82 Daniel Boone Plaza		Hazard	KY	USA	41701	1200	2/1/2010	1/31/2015	Strip
3269	Radcliff Shopping Center	Hwy 31 & Wilson Rd. 1971 S. Hurstbourne Parkway	Ste. B	-2 Radcliff	KY	USA	40160	2000	12/1/2010	1/31/2011	Strip
3310	Town Fair Center	1109 Winchester Avenue		Louisville	KY	USA	40220	1600	5/27/2010	5/26/2013	Strip
3333	Ashland Freestanding	726 Campbellsville Bypass		Ashland	KY	USA	41101	2700	11/21/2005	11/30/2015	Strip
3387	Dollar Tree Center	726 Campbellsville Bypass	Suite 9	Campbellsville	KY	USA	42718	2400	6/16/2005	1/31/2011	Strip
3492	Paducha SWM	5134 Hinckleville Road		Paducha	KY	USA	42001	1195	9/15/2005	1/31/2011	Strip
	Forum Shops @ Cherry										
3493	Blosson Centre	108 Osborn Way, #2B		Georgetown	KY	USA	40324	1660	7/28/2005	1/31/2011	Strip
3516	Ft Campbell Blvd SWM	4156 Fort Campbell Blvd.		Hopkinsville	KY	USA	42240	1880	8/25/2005	1/31/2011	Strip
3719	Florence Mall	2028 Florence Mall	Space # 924	Florence	KY	USA	41042	1600	9/1/2006	6/30/2016	Strip
3772	Greenbelt Market Center	7001 Raggard Rd	#A1	Louisville	KY	USA	40216	1600	3/13/2008	1/31/2014	Strip
3881	Riverview Plaza	244 Cassidy Blvd #200		Pikeville	KY	USA	41501	2400	5/24/2007	1/31/2013	Strip
3883	Nicholasville WMSC	1020 N. Main St., Suite 1		Nicholasville	KY	USA	40356	1200	4/26/2007	1/31/2013	Strip
3899	Brentwood Plaza	104 Brentwood Place		Corbin	KY	USA	40701	1470	6/29/2007	1/31/2013	Strip

3925 Bardstown SWM
 4162 ASHLAND TOWN CENTER
 4204 KENTUCKY OAKS MALL
 4240 FAYETTE MALL
 4588 MALL IN ST. MATTHEWS

 4621 Bradford Square Mall
 4809 Alexandria Village Green S/C
 4890 Springhurst Town Center
 4945 Park Place
 4954 Hamburg Pavillion
 5023 Turfway Retail Shopping Center
 5049 Cherry Springs Shopping Center
 5154 Southtown Plaza
 5202 Campbell Station
 5210 West Ridge Plaza
 5390 Cherry Blossom Shopping Center
 5468 Central Station
 5556 4400 Shelbyville
 5752 Shops Tract Shopping Center
 5761 Glasgow Shopping Center
 5854 Cedar Springs Retail Center
 5858 Woodland Plaza
 5894 Oak Grove SWM
 5909 Danville Manor
 5948 Mist Lake Plaza
 6158 Village Square S/C f/k/a Kroger/Big Lots
 6220 Audubon Center
 6290 Shoppes Etown
 6377 Southside Mall
 6469 Prestonburg Village Center
 6621 SWM Mt. Sterling

 6659 SWM Colby Station S/C
 6684 SWM Paradise Plaza
 6736 Shoppes of Murray
 6771 Carriage Gate
 6805 Ft. Knox
 6910 The Kroger Center
 6921 Parkway Plaza
 8701 ELECTRONICS BOUTIQUE

 129 Cortana Mall
 158 Lakeside Shopping Ctr
 215 Acadiana Mall
 262 Pierre Bossier Mall
 301 Alexandria Mall
 302 Pecanland Mall
 355 Southland Mall
 921 Derek Plaza
 2302 Siegen Plaza
 2503 Alexandria S/C
 2509 Wal Mart Shadow / River Commons
 2650 Wal-mart Plaza
 2822 Minden Shopping Center
 2851 New Iberia
 2870 Elmwood SWM
 2875 Kings Crossing
 2916 LaPlace/aka Belle Terre Plaza S/C
 2917 Barataria
 2948 Lumpkin Plaza
 3012 Shreveport Plaza
 3013 Lafayette Plaza
 3021 Northshore SWM
 3063 Hammond Plaza
 3064 Baker Plaza
 3071 Leesville SWM Plaza
 3102 Plaza on Harvey
 3144 Sulphur Plaza
 3188 O'Neal Lane
 3276 Chateau Commons

3365 Donaldsonville Shopping Center
 3467 Bayou Vista Plaza
 3468 Broadmore Plaza
 3606 Acadia S/C

3799 SWM Ascension Plaza
 3840 Stirling
 3880 Veteran's Starbuck's

LEASED PROPERTIES

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205 Culpepper St.		Bardstown	KY	USA	40004 1260	5/3/2007	5/31/2012	Strip
7TH & WINCHESTER AVE Unit 570	SP 570	ASHLAND	KY	USA	41105 942	11/1/2009	10/31/2014	Mall
5101HINKLEVILLE ROAD Unit 555		PADUCAH	KY	USA	42001 1153.4	6/1/2008	5/31/2013	Mall
3419 NICHOLASVILLE ROAD Unit D409	BOX 61	LEXINGTON	KY	USA	40503 1540	2/1/2010	1/31/2011	Mall
5000 SHELBYVILLE ROAD Unit 1035		LOUISVILLE	KY	USA	40207 1512	9/1/2006	6/30/2016	Mall
4000 Fort Campbell Boulevard Unit Suite F-								
9		Hopkinsville	KY	USA	42240 2200	8/1/2009	7/31/2011	Mall
Alexandria Pike & US 27 Unit		Alexandria	KY	USA	41001 1510	10/1/2007	9/30/2012	Strip
10511 Fischer Park Dr		Louisville	KY	USA	40241 1500	2/1/2008	1/31/2013	Strip
8800 Dixie Highway Unit		Louisville	KY	USA	40208 2400	5/1/2008	4/30/2013	Strip
2308 Sir Barton Way Unit Suite 170		Lexington	KY	USA	40509 1200	10/1/2008	9/30/2013	Strip
4957 Houston Road Unit		Florence	KY	USA	41042 2100	9/1/2008	8/31/2013	Strip
2001 South Hurstbome Parkway Unit		Louisville	KY	USA	40220 1720	9/1/2008	8/31/2013	Strip
636 Southtown Blvd Unit		Owensboro	KY	USA	42301 2100	10/1/2008	9/30/2013	Strip
1625 Campbell Lane Unit Suite 3	Suite 3	Bowling Green	KY	USA	42104 1160	2/1/2009	1/31/2014	Strip
101 West Ridge Drive Unit Suite B		Frankfort	KY	USA	40218 2000	7/15/2009	7/14/2014	Strip
111 Osbourne Way Unit Suite 101		Georgetown	KY	USA	40324 1342	7/1/2009	6/30/2012	Strip
3111 S. 2nd Street Unit		Louisville	KY	USA	40208 1751	2/1/2010	7/31/2012	Strip
4400 Shelbyville Road Unit		Louisville	KY	USA	40207 1477	7/29/2010	7/31/2013	Strip
161 Outer Loop Rd, Suite 128		Louisville	KY	USA	40214 1600	7/1/2010	1/31/2011	Strip
2377 Happy Valley Rd		Glasgow	KY	USA	42141 1600	11/1/2010	10/31/2013	Strip
9314 Cedar Center Way		Louisville	KY	USA	40291 1600	8/16/2007	8/31/2012	Strip
2370 US Hwy 421		Harlan	KY	USA	40831 2400	6/18/2007	1/31/2013	Strip
200 Segler Dr.	Space B-1	Oak Grove	KY	USA	42262 1600	10/11/2007	1/31/2013	Strip
1560 Hustonville Rd.	space 13	Danville	KY	USA	40422 2634	11/20/2007	1/31/2013	Strip
3176 Richmond Rd.		Lexington	KY	USA	40509 1800	11/1/2007	1/31/2013	Strip
429 N. 12 Street US 25 E		Middlesboro	KY	USA	40965 1800	7/3/2008	7/31/2013	Strip
3013 Poplar Level Rd.		Louisville	KY	USA	40217 1450	7/17/2008	7/31/2013	Strip
1611 North Dixie Ave.	Suite 100	Elizabethtown	KY	USA	42701 1660	6/25/2009	6/30/2014	Strip
275 Southside Mall Rd. #Q2		South Williamson	KY	USA	41503 1990	3/5/2009	3/31/2014	Strip
550 US Hwy. 23 South, Space #11		Prestonsburg	KY	USA	41653 2400	7/29/2010	7/31/2015	Strip
499 Indian Mound Dr.		Mt. Sterling	KY	USA	40353 2000	11/11/2010	1/31/2016	Strip
	1958 Bypass Rd. & Colby							
1920 Bypass Rd, Spc 1920	Station Rd.	Winchester	KY	USA	40391 1520	5/17/2010	7/31/2015	Strip
3245 Mt. Moriah Ave.		Owensboro	KY	USA	42303 2000	7/29/2010	7/31/2015	Strip
660 N. 12th Street		Murray	KY	USA	42071 4000	10/15/2010	1/31/2016	Strip
833-847 Eastern Bypass		Richmond	KY	USA	40475 2060			Strip
77 Binter Street		Fort Knox	KY	USA	40121 837	10/4/2010	10/3/2012	Strip
Interstate 64 & Flemingburg Rd.		Morehead	KY	USA	40351 2000			Strip
401 Madison Square Drive #33		Madisonville	KY	USA	42431 1811	11/21/2010	11/20/2011	Strip
11400 Interchange Way		LOUISVILLE	KY	USA	40229 260000	9/1/2009	4/30/2016	Warehouse
8981 Cortana Place		Baton Rouge	LA	USA	70815 2105	9/1/2009	1/31/2013	Mall

3301 Veterans Blvd		Metairie	LA	USA	70002 1528	2/1/2010	1/31/2013	Mall
5725 Johnston Street	Space C-147	Lafayette	LA	USA	70503 1045	4/2/2001	1/31/2012	Mall
2950 East Texas Street		Bossier City	LA	USA	71111 1200	1/1/2008	4/30/2013	Mall
3437 Masonic Drive		Alexandria	LA	USA	71301 1932	2/1/2010	1/31/2011	Mall
4700 Milhaven Road	Suite 1422	Monroe	LA	USA	71203 1726	1/1/2009	12/31/2011	Mall
3038 West Park Avenue	Store #3011	Houma	LA	USA	70364 1300	8/22/2006	8/31/2011	Mall
2657 Derek Drive		Lake Charles	LA	USA	70607 1400	7/1/2010	6/30/2012	Strip
6725 Siegen Lane, Unit 26		Baton Rouge	LA	USA	70809 1600	2/15/2010	2/28/2015	Strip
2071 North Mall Drive	Suite 201	Alexandria	LA	USA	71301 1600	8/1/2008	7/31/2013	Strip
4020 Behrman Hwy	Suite B	New Orleans	LA	USA	70114 1500	3/1/2009	2/28/2014	Strip
725 Odd Fellows Road		Crowley	LA	USA	70526 1402.5	2/1/2009	1/31/2014	Strip
155 Minden Shopping Center Dr.		Minden	LA	USA	71055 1600	5/1/2009	4/30/2014	Strip
1002 Jefferson Terrace Blvd	Unit H	New Iberia	LA	USA	70560 1600	5/1/2009	4/30/2014	Strip
5250 Jefferson Highway	# 1	Harahan	LA	USA	70123 2680	11/1/2009	10/31/2014	Strip
7141 Youree Drive	Suite 300	Shreveport	LA	USA	71105 1500	6/1/2010	5/31/2015	Strip
150 Belle Terre Blvd	Suite G	LaPlace	LA	USA	70068 2500	8/1/2009	7/31/2012	Strip
1677 Barataria Blvd		Marrero	LA	USA	70072 1920	12/22/2005	1/31/2016	Strip
3443 Nelson Rd		Lake Charles	LA	USA	70605 1525	2/1/2010	1/31/2011	Strip
6205 Westport Avenue	Suite 200	Shreveport	LA	USA	71101 2150	12/1/2009	11/30/2012	Strip
3148 Ambassador Caffery		Lafayette	LA	USA	70508 1418	11/1/2009	1/31/2013	Strip
179 Northshore Boulevard	# 5	Slidell	LA	USA	70459 1400	3/1/2009	1/31/2011	Strip
2751 West Thomas St.	Suite H	Hammond	LA	USA	70403 2250	2/1/2011	1/31/2014	Strip
Groom Rd & Plank Rd		Baker	LA	USA	70714 2075	2/1/2011	1/31/2014	Strip
2414 South 5th Street	Suite D	Leesville	LA	USA	71446 1600	3/1/2010	2/28/2013	Strip
1523 Manhattan Blvd.	Suite B 2	Harvey	LA	USA	70058 1200	2/1/2010	1/31/2011	Strip
541 N. Cities Services Hwy		Sulphur	LA	USA	70663 2000	2/3/2005	1/31/2011	Strip
2060 O'Neal Lane	Ste. D	Baton Rouge	LA	USA	70816 2000	5/13/2005	1/31/2011	Strip
819 West Esplanade, Suite H		Kenner	LA	USA	70065 1850	5/1/2010	1/31/2011	Strip
37200 Hwy 3089		Donaldsonville	LA	USA	70346 1600	2/1/2010	1/31/2011	Strip
1079 Hwy 90 East, Suite 2		Morgan City	LA	USA	70381 1980	2/1/2011	1/31/2014	Strip
3001 Veterans Memorial Highway	Suite A1	Abbeville	LA	USA	70510 1900	2/1/2011	1/31/2014	Strip
612 North Canal Blvd.		Thibodeaux	LA	USA	70301 1600	9/22/2006	1/31/2012	Strip
220 N Airline Highway	or 114 S. Airline Hwy Suite B	Gonzales	LA	USA	70737 1600	2/18/2009	2/28/2014	Strip
3211 Louisiana Dr Suite 118		Lafayette	LA	USA	70501 1600	11/25/2008	1/31/2019	Strip
2705-B Veterans Memorial Blvd		Kenner	LA	USA	70062 1666	5/15/2008	1/31/2014	Strip

3984 Pinhook & Verot School WMSC
3985 7770 Bluebonnet
3992 Cypress Shopping Center
4128 Riverwalk Marketplace
4132 PRIEN LAKE MALL

4405 ESPLANADE, THE

4544 Mall of Louisiana

4910 River Marketplace
4914 Manhattan Place
4943 Blue Harbor Center / Lavigne Plaza
4949 Sicily's Plaza
5009 Pecanland Commons
5031 Stirling Slidell Shopping Center
5189 Shreveport Plaza
5231 Stirling Covington SC
5334 Wal-Mart Keyser Avenue
5335 The Pointe Shopping Center
5469 College Drive
5489 West Side Plaza (Plaza Dev of Houma)
5577 Denham Point
5582 2303 S. MacArthur Blvd.
5736 Central Plaza Shopping Center
5737 Walker Plaza
5750 Shops at Belle Promenade
5765 Luling Shopping Center
5853 Shops @ Galliano
5918 Eagle Plaza
5920 Main Street Center
6044 Oakwood Center
6064 Louisville at Lamy
6174 Arlington Creek Center
6379 Pineville Crossing
6501 River Garden Retail Center 2
6673 SWM DeRidder
6686 SWM Sugarcrest Centre
6690 Canal Street S/C
6768 SWM Creswell Plaza
6801 Travis AFB
6840 Barksdale AFB
6852 Fort Polk

145 Emerald Square
233 Eastfield Mall
315 Natick Mall
435 Allendale S/C
639 Pearl Plaza
640 T.J. Maxx Plaza
641 Franklin Village
642 Dartmouth Towne Center
647 Sherwood Plaza
649 Hillside Plaza
664 Peabody Place
678 Burlington Square
680 Fields Comer Shopping Center
682 Westgate Mall
730 Fashion Crossing
747 Meadow Glen Mall
778 Haymarket Square
789 Riverdale Shops
933 Broadbrook Limited Partnership
1030 South Shore Mall
1065 Greendale Mall
1317 Prudential Center

1352 Hanover Mall
 1485 Mall @ Whitney Field aks Searstown Mall
 2225 Crescent Plaza
 2255 Westboro S/C
 2280 Seekonk Square
 2414 Shaw's Plaza
 2447 North Beverly Plaza
 3132 Chicopee Marketplace
 3210 Highlands Plaza
 3285 Wal-Mart Shopping Center
 3315 Metro North Retail Center
 3316 Dedham Mall
 3348 Jamaica Plain Shopping Center

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

210 Production Dr. (W. Pinhook Rd)		Lafayette	LA	USA	70508	2000	6/14/2007	6/30/2012	Strip
7770 Bluebonnet Blvd Suite E		Baton Rouge	LA	USA	70810	1880	6/27/2007	6/30/2012	Strip
2300 Airline Dr, Suite 100		Bossier City	LA	USA	71111	1525	7/19/2007	7/31/2012	Strip
1 Poydras St. Unit 134		New Orleans	LA	USA	70130	779	4/1/2010	3/31/2011	Mall
532 W. PRIEN LAKE ROAD Unit F-6		LAKE CHARLES	LA	USA	70601	1005	2/1/2009	1/31/2013	Mall
1401 W. ESPLANADE AVE Unit 613 &									
PORTION 614	BOX 613	KENNER	LA	USA	70065	1016	8/1/2009	7/31/2013	Mall
6401 BLUEBONNET BOULEVARD Unit									
2030		BATON ROUGE	LA	USA	70806	1210	1/1/2008	12/31/2012	Mall
4409 Ambassador Caffery Parkway Unit									
Suite 600		Lafayette	LA	USA		1600	8/1/2008	7/31/2013	Strip
1801 Manhattan Blvd. Unit Suite F		Harvey	LA	USA	70058	1560	4/1/2008	3/31/2013	Strip
2659 Highway 190 Unit		Mandeville	LA	USA	70471	1700	10/1/2008	9/30/2013	Strip
7677 Andrea Drive Unit Suite A-8		Baton Rouge	LA	USA	70809	1800	1/1/2009	12/31/2013	Strip
1-20, Powell & Millhaven Unit		Monroe	LA	USA	71202	1600	2/1/2009	1/31/2014	Strip
61103 Airport Road Unit Suite 4		Slidell	LA	USA	70460	1750	12/1/2008	1/31/2011	Strip
7460 Youree Drive Unit Suite 1		Shreveport	LA	USA	71105	1600	5/1/2009	4/30/2012	Strip
69240 Hwy. 21 Suite 300		Covington	LA	USA	70433	1750	2/1/2010	1/31/2012	Strip
925 Keyser Avenue Unit Suite J		Natchitoches	LA	USA	71457	1200	3/1/2009	2/28/2014	Strip
2806 W. Thomas Street Unit		Hammond	LA	USA	70401	1566	2/1/2009	1/31/2012	Strip
3145 College Drive Unit		Baton Rouge	LA	USA	70808	2000	8/16/2009	8/15/2014	Strip
1750 Martin Luther King Jr. Boulevard	Suite 103	Houma	LA	USA	70360	1601	9/24/2009	9/30/2014	Strip
1113 South Range Ave Unit 135		Denham Springs	LA	USA	70726	1299	6/1/2010	5/31/2012	Strip
2303 S. MacArthur Drive Unit		Alexandria	LA	USA	71301	2000	9/1/2010	8/31/2013	Strip
14455 Wax Rd, Suite X		Barton Rouge	LA	USA	70818	1500	7/29/2009	7/31/2012	Strip
28050 Walker Rd. South, Suite M		Walker	LA	USA	70785	1600	7/24/2009	7/31/2012	Strip
1700 Promenade Blvd, Unit 1101		Marrero	LA	USA	70072	1800	2/1/2010	1/31/2012	Strip
12807 Highway 90, Unit 101		Luling	LA	USA	70070	2000	6/1/2010	5/31/2012	Strip
327 Highway 3162		Galliano	LA	USA	70354	2030	11/19/2007	11/30/2012	Strip
1407 Eagle Dr		Ruston	LA	USA	71270	1600	4/24/2008	4/30/2013	Strip
796 E. I-10 Service Road, Suite 130		Slidell	LA	USA	70461	1810	9/29/2007	1/31/2018	Strip
197 Westbank Expressway Suite 110		Gretna	LA	USA	70053	1371	9/1/2010	1/31/2011	Strip
2770 Louisville Avenue		Monroe	LA	USA	71201	1400	8/14/2008	8/31/2013	Strip
Burbank Drive & Lee Drive		Baton Rouge	LA	USA	70820	1200			Strip
3740 Monroe Hwy.	Space #400	Pineville	LA	USA	71360	1820	5/7/2009	5/31/2014	Strip
520 St. Andrew Street		New Orleans	LA	USA	70130	1500	4/30/2010	4/30/2015	Strip
1132 N. Pine Street	Suite G	DeRidder	LA	USA	70634	2000	10/31/2010	1/31/2016	Strip
219 Saint Nazaire Street		Broussard	LA	USA	70518	1859	11/4/2010	1/31/2016	Strip
718 Canal Street	space #718	New Orleans	LA	USA	70130	2000	11/19/2010	1/31/2016	Strip

1723 Creswell Lane Extension Bldg. C	Suite C1 Creswell Plaza	Opelousas	LA	USA	70570	6300	8/13/2010	11/30/2015	Strip
54 travis Ave.		Travis AFB	LA	USA	94535	768	10/4/2010	10/3/2012	Strip
413 Curtiss Rd.		Bossier City	LA	USA	71110	1000	10/4/2010	10/3/2012	Strip
7742 Colorado Ave., Bldg 850		Fort Polk	LA	USA	71459	1550	10/4/2010	10/3/2012	Strip
999 Emerald Square	W257	North Attleboro	MA	USA	2760	1202	2/1/2009	1/31/2013	Mall
1655 Boston Road	157	Springfield	MA	USA	1129	1398	9/1/2010	8/31/2013	Mall
1245 Worcester St.		Natick	MA	USA	1760	1447	1/1/2005	12/31/2011	Mall
13 Cheshire Road		Pittsfield	MA	USA	1201	2950	7/1/2007	6/30/2012	Strip
117 Pearl St.		Braintree	MA	USA	2184	2000	6/1/2006	5/31/2011	Strip
440 Middlesex Rd.		Tyngsboro	MA	USA	1879	2000	10/16/2009	10/15/2012	Strip
15 Franklin Village Drive		Franklin	MA	USA	2038	2550	2/9/2009	3/31/2014	Strip
400 State Road	Suite 770	North Dartmouth	MA	USA	2747	1680	3/1/2009	9/30/2012	Strip
1298 A Worchester Rd.		Natick	MA	USA	1760	1649	9/1/2008	8/31/2013	Strip
741 Broadway		Saugus	MA	USA	1960	2120	8/1/2006	7/31/2011	Strip
300 Andover Street		Peabody	MA	USA	1960	2086	5/1/2007	4/30/2012	Strip
101 Middlesex Tumpike		Burlington	MA	USA	1803	1245	5/1/2010	1/31/2011	Strip
518 Geneva Ave.		Dorchester	MA	USA	2122	1880	2/1/2007	1/31/2012	Strip
200 Westgate Dr. S-1219		Brockton, North	MA	USA	2301	1500	9/13/2002	1/31/2012	Strip
1250 S. Washington Street		Attleborough	MA	USA	2760	2027	2/1/2007	1/31/2012	Strip
3850 Mystic Valley Parkway		Medford	MA	USA	2155	1838	6/16/2008	1/31/2015	Strip
1702 Boston Rd.		Springfield	MA	USA	1129	1200	6/1/2008	5/31/2013	Strip
935 Riverdale Street		West Springfield	MA	USA	1089	1520	1/1/2008	1/31/2013	Strip
1340 Washington Street		Hanover	MA	USA	2339	1500	1/1/2010	1/31/2011	Strip
250 Granite Street Unit 2069A		Braintree	MA	USA	2184	621	2/1/2010	1/31/2013	Mall
7 Neponset Street		Worcester	MA	USA	1600	1988	2/1/2008	1/31/2015	Mall
800 Boylston Avenue		Boston	MA	USA	2199	1075	2/1/2009	1/31/2011	Mall
1775 Washington Street		Hanover	MA	USA	2339	1500	7/1/2009	6/30/2012	Mall
100 Commerical Rd		Leominster	MA	USA	1453	1466	4/10/2007	2/28/2017	Mall
715 Crescent Street	Suite # 6	Brockton	MA	USA	2302	1518	5/1/2008	4/30/2013	Strip
18 Lyman Street		Westboro	MA	USA	1581	1448	2/1/2008	1/31/2013	Strip
47 Commerce Way		Seekonk	MA	USA	2771	2500	8/1/2010	7/31/2015	Strip
300 Route 44		Raynham	MA	USA	2767	1537	2/1/2009	1/31/2014	Strip
43 Dodge Street	Suite A-240	Beverly	MA	USA	1915	1400	2/1/2008	1/31/2013	Strip
655 Memorial Drive		Chicopee	MA	USA	1020	1600	10/1/2010	9/30/2013	Strip
25 Rovert Drive		Easton	MA	USA	2356	1600	2/16/2006	2/28/2011	Strip
440 Highland Avenue		Salem	MA	USA	1970	2100	2/1/2009	1/31/2014	Strip
103 Commerce Way		Woburn	MA	USA	1801	1958	2/1/2011	1/31/2014	Strip
336 Providence Hwy Route 1		Dedham	MA	USA	2026	2982	7/9/2005	1/31/2011	Strip
315 Centre Street		Jamaica Plain	MA	USA	2130	2035	4/23/2008	4/30/2013	Strip

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3485 Roslindale S/C	640-672 American legion highway		Roslindale	MA USA	2131	2031	4/2/2006	4/30/2011	Strip
3509 Lincoln Plaza Wal-Mart Center Boston 3583 Road	525-555 Lincoln Street (Rte 70)		Worcester	MA USA		1800	6/14/2006	1/31/2012	Strip
3594 Orchard Hill Park	1063 Boston Road		Springfield	MA USA	1119	2000	2/1/2011	1/31/2016	Strip
3596 Merrimac Plaza	26 Orchard Hill Park Drive		Leominster	MA USA	1453	1825	10/6/2006	1/31/2012	Strip
3672 Mansfield Crossing	Route 110 Haverhill Street		Methuen	MA USA	1844	2667	5/1/2011	4/30/2014	Strip
3725 Timpany Plaza	280 School Street	Suite J-5	Mansfield	MA USA	2048	1760	10/5/2007	10/31/2012	Strip
3725 Timpany Plaza	358 Timpany Boulevard		Gardner	MA USA	1440	2200	1/26/2007	10/31/2011	Strip
3758 Gibbs Crossing	352 Palmer Road	Space #107	Ware	MA USA	1082	1800	10/23/2008	10/31/2013	Strip
3776 Campus Plaza	233 Broad Street		Bridgewater	MA USA	2324	1477	11/7/2006	1/31/2012	Strip
3777 SWM Lunenburg Crossing	301 Massachusetts Avenue		Lunenburg	MA USA	1462	2000	1/18/2007	1/31/2012	Strip
3814 Wareham Crossing	2421 Cranberry Hwy Suite 412		Wareham	MA USA	2571	1800	12/8/2007	12/31/2012	Strip
3823 Station Landing	63 Station Landing	Space #D	Medford	MA USA	2155	1866	7/21/2007	1/31/2013	Strip
3854 Chelsea Commons	1100 Revere Beack Pkwy		Chelsea	MA USA	2150	2555	2/5/2007	2/29/2012	Strip
4012 SOUTH SHORE II	250 GRANITE STREET Unit 1035B		BRAINTREE	MA USA	2184	1340	6/28/2006	1/31/2017	Mall
4013 SWANSEA MALL	SWANSEA MALL DRIVE Unit 1358		SWANSEA	MA USA	2777	1863	10/1/2003	9/30/2013	Mall
4019 ARSENAL MALL	485 ARSENAL STREET Unit H5		WATERTOWN	MA USA	2472	989	1/1/2005	1/31/2015	Mall
4066 EMERALD SQUARE	121 EMERALD SQUARE Unit D113	Rt. 1 & I295	NORTH ATTLEBORO	MA USA	2760	1098	2/1/2002	1/31/2012	Mall
4071 (MA)	INDEPENDENCE MALL WAY Unit D123	SPACE D123	KINGSTON	MA USA	2364	1245	9/1/2009	8/31/2012	Mall
4089 SQUARE ONE MALL	1277 BROADWAY STREET Unit S-103		SAUGUS	MA USA	1906	818	2/1/2003	1/31/2013	Mall
4112 HAMPSHIRE MALL	367 Russell Street		HADLEY	MA USA	1035	1685	7/1/2008	6/30/2013	Mall
4148 BERKSHIRE MALL (MA)	655 CHESHIRE ROAD Unit D-118	SPACE D 118	LANEBOROUGH	MA USA	1237	1209	6/1/2009	5/31/2012	Mall
4170 BURLINGTON MALL (MA)	75 MIDDLESEX TURNPIKE Unit 2067	Unit 2067	BURLINGTON	MA USA	1803	1225	10/1/2008	9/30/2015	Mall
4217 LIBERTY TREE MALL	100 INDEPENDENCE WAY Unit E-139	Endicott St & Rt. 128	DANVERS	MA USA	1923	1267	2/1/2002	1/31/2012	Mall
4225 CAPE COD MALL	RT 132 Unit	SP B	-16 B HYANNIS	MA USA	2601	900	2/1/2008	1/31/2015	Mall
4253 SOLOMON POND MALL	601 DONALD LYNCH BLVD. Unit N-261		MARLBOROUGH	MA USA	1752	764	10/29/2007	1/31/2015	Mall
4306 MALL	112 NORTH DARTMOUTH MALL SPACE		NORTH DARTMOUTH	MA USA	2747	999	7/1/2010	1/31/2011	Mall
4383 Cambridgeside Galleria	1208 Unit 1208		CAMBRIDGE	MA USA	2141	800	2/1/2006	1/31/2013	Mall
4391 HOLYOKE	100 CAMBRIDGESIDE PLACE Unit		HOLYOKE	MA USA	1040	1335	2/11/2008	8/31/2014	Mall
4434 SILVER CITY GALLERIA	50 HOLYOKE ST Unit G306		TAUNTON	MA USA	2780	1127	9/1/2001	8/31/2011	Mall
4498 AUBURN MALL (MA)	2 GALLERIA MALL DRIVE Unit A204		AUBURN	MA USA	1501	1755	10/15/2007	1/31/2015	Mall
4835 Village Shoppes	385 SOUTH BAINBRIDGE STREET Unit		Canton	MA USA	2021	1608	6/1/2008	5/31/2013	Strip
4891 Swampscott Mall	320		Swampscott	MA USA	1907	4063	2/1/2009	1/31/2014	Strip
4928 Burlington Crossroads	95 Washington Street Unit Suite 510		Burlington	MA USA	1803	1650	8/1/2008	7/31/2013	Strip
4951 Sudbury Plaza	450 Paradise Road Unit		Sudbury	MA USA	1776	1200	9/1/2008	8/31/2013	Strip
5064 Derby Street Shoppes	34 Cambridge Street Unit Space #60		Hingham	MA USA	2043	1250	2/1/2010	1/31/2012	Strip
5065 Center at Hobbs Brook, The Shoppes at Blackstone	521 Boston Road Unit		Sturbridge	MA USA	1566	1720	2/1/2011	1/31/2014	Strip
5067 Valley, The	Derby Street and Route 3 Unit		Millbury	MA USA	1527	1788	2/1/2010	1/31/2015	Strip
5084 R. K. Hudson Town Center	Route 146 Unit		Hudson	MA USA	1749	1500	7/5/2008	7/4/2013	Strip
5106 Framingham Mall	213 Washington Street Unit		Framingham	MA USA	1701	1456	10/1/2008	9/30/2013	Strip
5308 Redstone Marketplace	400 Cochituate Road Unit		Stoneham	MA USA	2180	1105	2/1/2010	1/31/2013	Strip

5309 Scarlett Brook Marketplace	115 West Boylston Street Unit Suite A-170	West Boylston	MA USA	1583	1813	2/1/2010	1/31/2011	Strip
5443 RK Plaza	1334 Park Sstreet Unit	Stoughton	MA USA	2072	1625	8/14/2009	8/13/2014	Strip
5470 Waltham Plaza	1092 Lexington Street Unit	Waltham	MA USA	2452	1760	10/1/2009	9/30/2014	Strip
5471 Coolidge Comer	1309 Beacon Street Unit	Brookline	MA USA	2446	1385	8/28/2004	2/14/2011	Strip
5525 Heritage Park Plaza	416 North Main Street Unit 80	East Longmeadow	MA USA	1028	1440	2/1/2010	1/31/2015	Strip
5557 The Shops at 5	54 Shops at 5 Way Unit	Plymouth	MA USA	2360	2592	4/1/2010	3/31/2012	Strip
5817 Westfield Shops	431 E. Main St., Space B-1	Westfield	MA USA	1085	1925	6/20/2007	8/31/2012	Strip
6006 Lynn Marketplace	41 State Street	Lynn	MA USA	1901	2300	10/10/2007	1/31/2013	Strip
6182 SWM @ Worcester Crossing	Route 146	Worcester	MA USA		1800			Strip
6227 Fairhaven Commons	12 Fairhaven Commons Way #12	Fairhaven	MA USA	2719	1823	7/9/2009	7/31/2014	Strip
6263 Broadway Plaza	44 Broadway Ave Ste A110	38060 Broadway (Rt 99) Malden	MA USA	2148	2352	12/4/2008	12/31/2013	Strip
6278 Hannaford Plaza	637 Lowell Street	Suite 8B Rt. 9 Russell Street at S. Peabody	MA USA	1960	2200	11/21/2008	11/30/2013	Strip
6279 Mountain Farms	325 Russell Street Suite C	Maple Street Hadley	MA USA	1035	2791	10/31/2008	10/31/2013	Strip
6306 Downtown Crossing	40 Winter Street	Boston	MA USA	2108	3132	11/1/2008	1/31/2014	Strip
6389 South Cape Village	48 South Street Space 101	Rt. 28 & Donna's Rd. Mashpee	MA USA	2649	2408	10/15/2008	1/31/2014	Strip
6409 North Shore Mall	210 Andover St Space E108	RT. 128 & Rt. 114 RT 16 at Gateway Park Peabody	MA USA	1960	632	12/11/2008	1/31/2016	Strip
6412 Gateway Center	23 Mystic View Rd	Everett	MA USA	2149	3000	11/25/2008	3/31/2014	Strip
6429 Patriot Place	218 Patriot Place Space B- 17	One Patriot Place Foxborough	MA USA	2035	3184	2/12/2009	2/28/2019	Strip
6463 Walpole Mall	108 Providence Hwy. Space Pad 4B	Walpole	MA USA	2032	1600	11/18/2009	1/31/2015	Strip
6465 Stallbrook Marketplace	258 Hartford Ave.	Bellingham	MA USA	2019	2285	6/19/2009	6/30/2014	Strip
6466 Drum Hill Plaza	90 Drum Hill Rd.	Chelmsford	MA USA	1824	3164	7/9/2009	7/31/2014	Strip
6544 The Loop	72 Pleasant Valley St #240	St. Methuen	MA USA	1844	1349	5/6/2010	5/31/2015	Strip
6580 Gloucester Commons S/C	221 Gloucester Common Rd.	701 Gloucester Crossing #G- 1 Gloucester	MA USA	1930	2400	5/3/2010	5/31/2015	Strip
6584 Colony Place	166 Colony Place, Suite 165	Plymouth	MA USA	2360	2500	11/19/2009	1/31/2015	Strip
6660 Braintree Staples	500 Grossman Drive	Braintree	MA USA	2184	2480			Strip
6661 Wilmington Plaza	240 Main Street	Wilmington	MA USA	1887	1790	8/20/2010	8/31/2015	Strip
6667 Westford Marketplace	160 Littleton Rd., Space 10	Westford	MA USA	1886	1650	6/7/2010	3/31/2016	Strip
6735 Fall River S/C	153 Mariano Bishop Blvd.	Fall River	MA USA	2721	2000	11/10/2010	1/31/2016	Strip
6775 Hanover Commons	1167 Washington Street	Hanover	MA USA	2339	2000			Strip
6927 Big Y S/C	259 Mohawk Trail	Greenfield	MA USA	1301	1188			Strip
7044 Dedham Mall	Route 1 (VFW Parkway)	Dedham	MA USA	2026	4241	8/2/2007	8/31/2012	Strip
7045 Orchard Hill Park	82 Orchard Hill Park Dr.	Leominster	MA USA	1453	3546	8/31/2007	1/31/2013	Strip

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7046 Fashion Crossing	1250 Washington St		North Attleboro	MA	USA	2760	4000	8/11/2007	8/31/2012	Strip
7061 Seekonk Square	41 Commerce Way		Seekonk	MA	USA		3500	4/4/2008	4/30/2013	Strip
45 Columbia Mall	10300 Little Patuxent Parkway	Suite 2315	Columbia	MD	USA	21044	1274	4/1/2010	3/31/2013	Mall
164 St. Charles Towne Ctr	5000 Rte 301 S, Suite L05		Waldorf	MD	USA	20601	1157	2/1/2011	1/31/2013	Mall
184 Montgomery Mall	7101 Democracy Boulevard	Ste. 1294	Bethesda	MD	USA	20817	1223	2/1/2002	6/30/2012	Mall
223 TownMall	400 North Center Street	Space #215	Westminster	MD	USA	21157	1348	7/1/2008	6/30/2015	Mall
231 Francis Scott Key Mall	5500 Buckeystown Pike	Space #670	Frederick	MD	USA	21703	1181	7/23/2002	7/22/2012	Mall
305 Valley Mall	17301 Valley Mall Road		Hagerstown	MD	USA	21740	1632	2/1/2010	1/31/2011	Mall
623 Federal Plaza	12266 Rockville Ave.		Rockville	MD	USA	20852	1500	3/1/2010	1/31/2011	Strip
624 Governor Plaza	6619 Ritchie Hwy.	Suite 15	Glen Burnie	MD	USA	21061	2050	3/1/2009	2/29/2012	Strip
658 Annapolis Plaza	150 B Jennifer Rd.		Annapolis	MD	USA	21401	1600	2/1/2007	1/31/2012	Strip
679 Mondawmin Mall	2301 Liberty Heights Ave.	# 3237	Baltimore	MD	USA	21215	1076	8/26/2008	6/30/2015	Strip
685 Beltway Plaza Shopping Center	6100 Greenbelt Rd.	# 190	Greenbelt	MD	USA	20770	1600	1/1/2006	12/31/2015	Strip
686 York Road Plaza	6370 York Road		Baltimore	MD	USA	21212	1155	9/1/2006	8/31/2011	Strip
735 Pen Mar Station	2950 B & C Donnell Drive		Forestville	MD	USA	20747	2080	7/1/2008	6/30/2013	Strip
743 St. Charles Towne Center	11110 Mall Circle, Space N3A		Waldorf	MD	USA	20603	1300	2/1/2009	1/31/2011	Strip
755 Eastover Shopping Center	4917 Indian Head Highway		Oxon Hill	MD	USA	20745	1600	9/1/2008	1/31/2012	Strip
872 Westside Shopping Center	2477 Frederick Avenue		Baltimore	MD	USA	21223	1600	4/1/2006	1/31/2011	Strip
882 Frederick Crossing	7264 Guilford Drive		Frederick	MD	USA	21704	2000	2/1/2009	1/31/2012	Strip
966 Festival @ Bel Air	5 Bel Air South Parkway, Ste # A 113		Bel Air	MD	USA	21015	1600	12/1/2007	11/30/2012	Strip
969 Milford Mill S/C	8067 Liberty Road		Baltimore	MD	USA	21244	1486	11/1/2009	10/31/2011	Strip
971 Parkville S/C	7631 Hartford Road		Baltimore	MD	USA	21234	1480	11/1/2010	10/31/2011	Strip
972 Perring Plaza	1991 E. Joppa Road, Space # 16		Baltimore	MD	USA	21234	1449	10/1/2007	9/30/2012	Strip
973 Pleasant Plains S/C	1004 Taylor Avenue	Ste 1004	Towson	MD	USA	212286	2000	9/1/2008	8/31/2011	Strip
1233 Wheaton Plaza	11160 Veirs Mill Road	Space #B204	Wheaton	MD	USA	20902	1282	3/1/2005	6/30/2015	Mall
1239 Centre at Salisbury	2300 N. Salisbury Center Drive		Salisbury	MD	USA	21801	1363	1/1/2009	3/31/2013	Mall
1307 Country Club Mall	Rt 53 & Vocke Roads		LaVale	MD	USA	21502	1800	6/1/2010	5/31/2012	Mall
1555 Golden Ring (Center at)	8640 Pulaski Hwy, Suite 129		Rosedale	MD	USA	21237	1460	6/1/2008	5/31/2013	Strip
1564 Queens Chillum S/C	3112 Queens Chapel Road		Hyattsville	MD	USA	20782	1564	3/1/2009	1/31/2012	Strip
1673 St. Charles Town Plaza	500 Rte 301 S, Suite B01		Waldorf	MD	USA	20603	1452	8/1/2010	7/31/2013	Strip
1823 Arundel Mills	7600 Clark Road		Hanover	MD	USA	21076	920	12/1/2010	1/31/2011	Mall
1858 Marley Station	7900 Ritchie Highway	C113	Glen Burnie	MD	USA	21061	857	2/1/2011	1/31/2012	Mall
1939 Gallery at Harborplace (The)	200 East Pratt Street		Baltimore	MD	USA	21202	1554	2/1/2001	1/31/2011	Mall
2227 Gaithersburg Square	522 North Frederick Ave., # 20-B		Gaithersburg	MD	USA	20877	1367	8/1/2009	1/31/2011	Strip
2385 Belair Road	7909 Belair Road		Perry Hall	MD	USA	21236	1580	2/1/2009	1/31/2012	Strip
2475 Westview Mall S/C	5768 Baltimore Nat'l Pike	Space B - 9	Catonsville	MD	USA	21228	1660	4/1/2008	3/31/2013	Strip
2555 Parkside S/C	5114 Sinclair Lane		Baltimore	MD	USA	21206	1200	2/1/2009	1/31/2012	Strip
2596 Charles Village	2436 B Charles Street		Baltimore	MD	USA		1325	2/1/2009	1/31/2011	Strip
2597 Columbia Palace	8801 Center Park Drive	Suite 1	Columbia	MD	USA	21045	1500	11/1/2008	10/31/2013	Strip
2638 Laurel Pond	14203 Baltimore Avenue	Route 1	Laurel	MD	USA		1386	2/1/2009	1/31/2012	Strip
2655 White Flint	5263 - E. Nicholson Lane		Kensington	MD	USA	20895	1683	4/1/2010	1/31/2011	Strip
2787 Addison Plaza	6222 Central Avenue		Seat Pleasant	MD	USA	20743	2090	4/1/2009	3/31/2014	Strip
2788 St Johns Plaza	9150 Baltimore National Pike	Suite 16	Ellicott City	MD	USA	21042	2400	2/1/2010	1/31/2012	Strip
2922 Oakland Plaza	Fourth St & Garrett Hwy		Oakland	MD	USA	21550	1680	12/1/2005	1/31/2011	Strip
2976 Southtowne Commons	411 North Fruitland Blvd	Suite 5	Salisbury	MD	USA	21801	1500	2/1/2010	1/31/2013	Strip
3016 Fox Run S/C	835 Solomon's Island Rd	Space 12	Prince Frederick	MD	USA	20678	1400	7/1/2010	6/30/2012	Strip
3069 York Road Marketplace	10015 York Rd	Suite A7	Cockeysville	MD	USA	21030	1386	2/1/2010	1/31/2013	Strip
3133 North Carroll Plaza	2320 Hanover Road		Hampstead	MD	USA	21074	2000	4/28/2005	1/31/2011	Strip

3395 North East Plaza	103 North East Plaza		North East	MD	USA	21901	2000 4/7/2006	1/31/2012	Strip
3400 East Town Plaza	2132 Old Snow Hill Road		Pocomke	MD	USA	21851	1500 11/1/2010	10/31/2012	Strip
3637 South Plaza	45245 Worth Ave., Bldg A		California	MD	USA	20619	1500 3/2/2006	1/31/2011	Strip
3956 Oxon Hill Plaza	6241 Livingston		Oxon Hill	MD	USA	20745	1400 6/28/2007	6/30/2012	Strip
MONTGOMERY MALL 4004 (MD)	7101 DEMOCRACY BLVD Unit 2022		BETHESDA	MD	USA	20817	663 2/1/2003	6/30/2013	Mall
PRINCE GEORGES 4015 PLAZA	3500 EAST WEST HIGHWAY Unit 1240		HYATTSVILLE	MD	USA	20782	1455 11/1/2009	1/31/2011	Mall
4065 Valley Mall	17301 Valley Mall Rd. Unit 478		Hagerstown	MD	USA	21740	1706 11/10/2001	11/9/2011	Mall
4084 LAKE FOREST	701 RUSSELL AVE Unit H- 123		GAITHERSBERG	MD	USA	20877	1450 2/1/2010	1/31/2013	Mall
4197 WHITE MARSH MALL	8200 PERRY HALL BLVD Unit 2480		BALTIMORE	MD	USA		1460 4/1/2001	3/31/2011	Mall
4233 HARFORD MALL	692 BEL AIR ROAD Unit 16A		Bel Air	MD	USA	21014	1561 2/1/2010	1/31/2013	Mall
4368 MARLEY STATION	7900 GOVERNOR RITCHIE HWY	Unit A117	GLEN BURNIE	MD	USA	21061	924 2/1/2008	1/31/2012	Mall
4446 White Flint Mall	11301 Rockville Pike	Unit Store # 1- 5.5	North Bethesda	MD	USA	20895	1495 10/20/2002	10/19/2012	Mall
4466 COLUMBIA MALL (MD)	10300 LITTLE PATUXENT PKWY Unit		COLUMBIA	MD	USA	21044	1000 2/1/2011	1/31/2013	Mall
4467 TOWSON TOWN CENTER	825 DULANEY VALLEY RD Unit 212	SUITE 212	TOWSON	MD	USA	21204	1200 6/9/2008	6/30/2015	Mall
4470 EASTPOINT MALL	7828 EASTPOINT MALL Unit 8200 PERRY HALL BLVD.		BALTIMORE	MD	USA	21224	1170 2/1/2002	1/31/2012	Mall
4521 WHITE MARSH	Unit	SP 1262	BALTIMORE	MD	USA	21236	1100 2/1/2010	1/31/2011	Mall
4594 ANNAPOLIS MALL	1017 ANNAPOLIS MALL Unit 179		ANNAPOLIS	MD	USA	21401	1277 2/1/2009	6/30/2016	Mall
4647 ARUNDEL MILLS	7600 CLARK ROAD Unit 205		HANOVER	MD	USA		1249 12/1/2010	1/31/2011	Mall
4656 Putty Hill Plaza	7972 Bel Air Rd. Unit T		Nottingham	MD	USA	21236	1600 12/1/2009	11/30/2012	Strip
4673 Bowie Town Center	15411 Emerald Way Unit D-1 10367 REISTERSTOWN RD.		Bowie	MD	USA	20715	1245 10/19/2001	1/31/2012	Strip
4678 Garrison Forest Plaza S/C	Unit 3		OWINGS MILLS	MD	USA	21117	1534 8/1/2009	7/31/2012	Strip
SHOPPES AT DOBBIN 4693 WAY	6490 DOBBIN CENTER WAY Unit		COLUMBIA	MD	USA	21045	1421 9/27/2001	9/30/2011	Strip
4699 Sevens Park Marketplace	543 Governor Ritchie Hwy. Unit --		Sevens Park	MD	USA	21146	2004 11/8/2001	11/30/2011	Strip
Middlesex Shopping 4709 Center	1228 Eastern Blvd. Unit suite G		Essex	MD	USA	21221	1280 11/1/2006	10/31/2011	Strip
4733 Village at Waugh Chapel	2626 Chapel Lake Dr. Unit -- Empire Towers Annex Unit		Gambrills	MD	USA	21054	2000 5/1/2007	4/30/2012	Strip
4768 7300 Ritchie Highway	Suite 102	7300 Ritchie Highway	Glen Burnie	MD	USA	21061	1785 7/1/2010	1/31/2011	Strip
4818 Annapolis Harbour Center	2514 Solomons Island Road Orchard Center Retail		Annapolis	MD	USA	21401	938 10/4/2002	10/3/2012	Strip
5024 Park	12058 Cherry Hill Road Unit Arena Drive/Capital Beltway I		Calverton	MD	USA	20904	1200 2/6/2004	2/28/2014	Strip
5030 Capital Centre	95 Unit		Landover	MD	USA	20785	1200 12/1/2008	11/30/2013	Strip
5117 Waldorf Marketplace	Barry Drive @ Plaza Drive Unit		Waldorf	MD	USA	20603	1750 2/1/2010	1/31/2015	Strip

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5168 Commons, The	2727 N. Salisbury Blvd. Unit 16		Salisbury	MD	USA	21801	1710	2/1/2009	1/31/2014	Strip
5292 Falls Grove Village Center	14929 Shady Grove Road Unit C	Unit D	Rockville	MD	USA	20850	1500	7/2/2004	1/31/2012	Strip
5310 40 West Shopping Center	818 North Rolling Road Unit		Baltimore	MD	USA	21228	2000	5/1/2009	4/30/2012	Strip
5324 Hunt Valley Towne Centre	110 Shawan Road Unit Suite 4		Hunt Valley	MD	USA	21030	1651	3/1/2010	2/28/2013	Strip
5336 Grand York	1819 York Road Unit		Timonium	MD	USA	21093	1570	5/1/2009	4/30/2014	Strip
5337 Centre Court	3755 Old Court Road Unit Suite D		Baltimore	MD	USA	21208	1383	5/1/2009	4/30/2011	Strip
5338 Germantown Commons Liberty Court Shopping	13042 Middlebrook Road Unit Suite 230		Germantown	MD	USA	20874	1140	7/1/2009	6/30/2014	Strip
5349 Center	8648 Liberty Road Unit		Randallstown	MD	USA	21133	1140	2/1/2010	1/31/2012	Strip
5362 Danville Square	1519 Merritt Boulevard Unit		Dundalk	MD	USA		2750	6/18/2009	6/17/2014	Strip
5373 Security Square	6901 Security Boulevard Unit Suite 15		Windsor Mill	MD	USA	21244	1682	10/1/2009	9/30/2012	Strip
5463 Londontowne Square	1311 Londontowne Boulevard Unit Suite		Eldersburg	MD	USA	21784	1300	2/1/2010	1/31/2012	Strip
5505 Maryland City Plaza	205 3475 Ft. Meade Road Unit		Laurel	MD	USA	20707	2450	6/1/2010	5/31/2013	Strip
5574 Aspen Hill Shopping Center	Aspen Hill Road Unit 3611 Washington Blvd Space 102		Silver Springs	MD	USA		1200	5/17/2005	3/31/2012	Strip
5886 Landsdowne Station			Halethorpe	MD	USA	21227	1674	11/15/2007	11/30/2012	Strip
5981 The Shoppes at Easton	8223 Elliot Rd Suite 33		Easton	MD	USA	21601	3000	10/1/2007	11/30/2012	Strip
6084 Bowley's Quarters	Rt. 105 & 107		Middle River	MD	USA	21220	2088	1/14/2008	1/31/2013	Strip
		12641 Ocean Gateway, Ste								
6233 White Marlin Mall	Rt. 50 and Golf Course Rd.	210	Ocean City	MD	USA	21842	1966	8/21/2008	8/31/2013	Strip
6326 Montgomery Village	18328 Contour Rd.		Gaithersburg	MD	USA	20879	1280	12/8/2008	2/28/2014	Strip
		S. Crain Hwy. Rt. 301 &								
6444 Brandywine Crossing	15912C Crain Hwy SE, Space C	Clymer Rd	Brandywine District	MD	USA	20613	1600	9/14/2009	10/31/2014	Strip
6461 Penn Station	5562 Silver Hill Rd.	Space #44	Heights	MD	USA	20747	1865	4/17/2009	6/30/2014	Strip
6482 Four Corners	10100 Colesville Rd.		Silver Springs	MD	USA	20901	2300	10/1/2009	9/30/2014	Strip
6516 Aberdeen M/P	1022-A Beards Hill Rd.		Aberdeen	MD	USA	21001	1287	7/9/2010	7/31/2015	Strip
6521 Dunkirk Gateway	2969 Plaza Drive	10855 Town center Blvd.	Dunkirk	MD	USA	20754	2413	8/22/2009	1/31/2015	Strip
6526 College Park S/C Neelsville Village Fka	7300 Baltimore Avenue, Suite A		College Park	MD	USA	20740	3359	12/26/2009	2/28/2015	Strip
6546 Milestone Center	Ridge Rd., Route 355		Germantown	MD	USA		3485			Strip
		Goucher Blvd. and Putty Hill								
6590 Towson Marketplace	1238 Putty Hill Ave Suite 80	Ave	Towson	MD	USA	21286	2150	4/19/2010	6/30/2015	Strip
6597 Rosewick Crossing	232 Rosewick Road		LaPlata	MD	USA	20646	2000	3/1/2010	3/31/2015	Strip
		Crain Hwy (Hwy.301) &								
SWM Collington Plaza 6619 (College Plaza)	3524 N. Crain Hwy Ste 10	Excalibur Rd.	Bowie	MD	USA	20716	2000	4/22/2010	6/30/2015	Strip
6638 SWM Mt. Airy S/C	337 East Ridgeville Blvd.		Mt. Airy	MD	USA	21771	1652	7/5/2010	8/31/2015	Strip
6688 SWM Woodyard Crossing	8871 Branch Ave.	Suite C.	Clinton	MD	USA	20735	1966	7/29/2010	7/31/2015	Strip
6689 Clemson Comer	Liberty Rd. & Wormans Mill Rd.		Frederick	MD	USA	21701	1880			Strip
6763 The Can Company	2400 Boston Street		Baltimore	MD	USA	21224	2337			Strip
6836 Andrews AFB	1191 Menother Drive 89		Andrews	MD	USA	20762	1343	10/4/2010	10/3/2012	Strip
6866 Fort Meade	4217 Roberts Ave		Fort Meade	MD	USA	20755	870	10/4/2010	10/3/2012	Strip
6901 Greenway S/C	7595 Greenbelt Rd.		Greenbelt	MD	USA	20770	1640			Strip
6902 SWM Hagerstown S/C	17850 Garland Groh Blvd. Washington Blvd. & Commerce Dr.		Hagerstown	MD	USA	21740	3500			Strip
7057 Landsdowne Station			Halethorpe	MD	USA	21227	3948	12/7/2007	12/31/2013	Strip

7069 Towson Marketplace	1238 Putty Hill Ave, Ste. 80		Towson	MD	USA	21286	3850	4/19/2010	6/30/2015	Strip
6234 Scarborough Gallery	200 Gallery Blvd., Sp. C		Scarborough	ME	USA	4074	1800	9/24/2009	9/30/2014	Strip
1365 Maine Mall	378 Maine Mall Road		South Portland	ME	USA	4106	1590	2/1/2005	1/31/2015	Mall
2323 Maine Crossing	200 Running Hill Road, Unit 12		South Portland	ME	USA	4106	1421	2/1/2008	1/31/2013	Strip
Shaw's S/C aka Auburn										
2706 Shopping Center	600 Center Street		Auburn	ME	USA	4210	2400	6/14/2009	6/13/2014	Strip
2904 Bangor Parkade	446 Stillwater Ave.	Bldg. D	Bangor	ME	USA	4401	1968	10/20/2005	1/31/2011	Strip
3432 Shops @ Waterville Commons	12 Waterville Commons Drive		Waterville	ME	USA	4901	1600	2/1/2011	1/31/2014	Strip
3788 Topsham Crossing	127 Topsham Fair Mall Rd, Suite 1		Topsham	ME	USA		1746	6/21/2007	1/31/2013	Strip
4192 AUBURN MALL (ME)	550 CENTER STREET Unit 1024	P.O. BOX 9008	AUBURN	ME	USA	4210	985	12/1/2009	1/31/2011	Mall
4261 Bangor Mall	663 STILLWATER AVE. Unit G-12	BLDG D #8	BANGOR	ME	USA	4401	1216	4/1/2006	3/31/2013	Mall
5066 Marketplace of Augusta, The	12 Steven King Dr Unit		Augusta	ME	USA	4330	1760	2/1/2009	1/31/2014	Strip
6150 Bath Shopping Center	1 Chandler Dr	Suite C	Bath	ME	USA	4530	2000	5/1/2008	4/30/2013	Strip
6264 Merrymeeting Plaza	147 Old Bath Rd. Suite 180		Brunswick	ME	USA	4011	1800	4/16/2009	4/30/2014	Strip
6483 Harbor Plaza	235 Camden Street	Unit #	2 Rockland	ME	USA	4841	2040	6/11/2009	6/30/2014	Strip
4538 Southland Mall	23000 Eureka Road Unit 1075		Taylor	MI	USA	48180	1154	10/25/2002	1/31/2011	Mall
33 Fairlane Town Center	18900 Michigan Avenue		Dearborn	MI	USA	48126	970	2/1/2010	1/31/2015	Mall
66 Oakland Mall	420 West 14 Mile Road		Troy	MI	USA	48083	1000	7/1/2010	6/30/2012	Mall
143 Lakeview Square	5775 Beckley Road	Suite 639	Battle Creek	MI	USA	49015	1130	2/1/2009	1/31/2012	Mall
157 Crossroads (The)	6650 South Westnedge		Portage	MI	USA	49024	1141	2/1/2010	1/31/2011	Mall
280 Westwood Mall	1850 West Michigan Avenue		Jackson	MI	USA	49202	1346	2/1/2009	1/31/2011	Mall
294 Macomb Mall	32429 Gratiot Avenue	Space #570	Roseville	MI	USA	48066	1568	2/1/2007	1/31/2012	Mall
297 Lansing Mall	5742 West Saginaw Highway		Lansing	MI	USA	48917	1315	6/1/2009	1/31/2011	Mall
574 Oakland Plaza	326 John R		Troy	MI	USA	48083	1838	6/1/2008	5/31/2013	Strip
575 Hoover Eleven	26601 Hoover Road	Space E-108	Warren	MI	USA	48089	1512	4/1/2009	3/31/2014	Strip
576 Burlington Square	22305 Eureka Rd.		Taylor	MI	USA	48180	2200	1/1/2010	1/31/2011	Strip
577 Clinton Valley	44811 Schoenherr Road, A-114		Sterling Heights	MI	USA	48313	2017	8/1/2010	1/31/2011	Strip
578 West Oaks II	43430 West Oaks Drive, D-116	D -116	Novi	MI	USA	48377	1625	8/1/2007	7/31/2012	Strip
579 Summit Crossing	257 Summit West, A106		Waterford	MI	USA	48328	2000	9/1/2009	8/31/2011	Strip
580 Shops at Fairlane Meadows	16201 Ford Road #101		Dearborn	MI	USA	48126	1836	9/1/2008	8/31/2013	Strip
583 Hampton Village Centre	2781 S. Rochester Rd.		Rochester Hills	MI	USA	48307	1500	9/1/2008	8/31/2011	Strip
584 Cranbrook Village	878 West Eisenhower Pkwy		Ann Arbor	MI	USA	48103	1600	6/15/2010	6/30/2012	Strip
585 West River Center	30042 Grand River		Farmington Hills	MI	USA	48336	2730	9/1/2008	1/31/2012	Strip
587 Clinton Pointe	33822 Gratiot Ave.		Clinton Township	MI	USA	48043	2125	2/1/2010	1/31/2012	Strip
591 Southfield Plaza	29740 Southfield Rd., A-108		Southfield	MI	USA	48076	2675	2/1/2009	1/31/2011	Strip
605 Westland Retail Center	7044 Wayne Road		Westland	MI	USA	48185	2775	5/1/2010	4/30/2012	Strip
617 Lincoln Park Shopping Center	1720 Dix		Lincoln Park	MI	USA	48146	1840	12/1/2003	1/31/2011	Strip

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643	Eastridge Commons	3739 Lapeer Road, C-102 438 E. Edgewood Blvd., B112	Suite D-107	Flint	MI USA	48503	2084	12/1/2009	11/30/2012	Strip
651	Edgewood Towne Center Lansing Towne Center f/k/a			Lansing	MI USA	48911	1600	1/1/2009	1/31/2013	Strip
655	Delta Plaza	5451 K West Saginaw Hwy.	Suite 21	Lansing	MI USA	48917	1506	10/1/2008	9/30/2011	Strip
656	K Mart Shopping Center	4139 24th Ave. G-3192 South Linden Road, B-112		Fort Gratiot	MI USA	48059	2400	2/2/2009	1/31/2012	Strip
676	Oak Brook Square			Flint	MI USA	48507	1946	6/1/2010	1/31/2011	Strip
677	Saginaw Square	5206A Bay Road		Saginaw	MI USA	48604	1680	5/1/2007	4/30/2012	Strip
710	Portage Crossings Shopping Center	6749 South Westnedge Avenue	Ste. D1	Portage	MI USA	49002	2048	6/1/2009	5/31/2012	Strip
940	Green Ridge Square	3150-L Alpine Avenue		Walker	MI USA	49504	2586	5/1/2008	4/30/2011	Strip
979	Grand Land Strip Center	18501 Grand River Ave.		Detroit Commerce Township	MI USA	48223	1133	2/1/2010	1/31/2011	Strip
982	Newberry Square S/C	39720 14 Mile Road		Pontiac	MI USA	48341	2534	2/1/2008	1/31/2013	Strip
984	Oakland Pointe	370 North Telegraph Road		Wyandotte	MI USA	48192	1325	2/1/2008	1/31/2013	Strip
986	Riverview Plaza	17124 Fort Street		Utica	MI USA	48315	1100	2/1/2008	1/31/2013	Strip
988	Shelby Corners	13283 Hall Road 19913 W. 12 Mile Road # 25		Southfield	MI USA	48076	1405	4/1/2008	3/31/2013	Strip
999	Evergreen Plaza			Grandville	MI USA	49418	1167	2/1/2010	1/31/2012	Mall
1026	River Town Mall	2068 Rivercrossing		Saginaw	MI USA	48604	722.67	2/1/2010	1/31/2011	Mall
1031	Fashion Square Mall	4879 Fashion Square Mall		Westland	MI USA	48185	1000	2/1/2010	1/31/2011	Mall
1043	Westland Center	35000 West Warren		Taylor	MI USA	48180	1495	2/1/2009	1/31/2011	Mall
1194	Southland Mall	23000 Eureka Road		Traverse City	MI USA	49684	1931	6/1/2006	4/30/2013	Mall
1282	Grand Traverse Mall	528 Grand Traverse Mall		Okemos Sterling Heights	MI USA	48864	1602	5/1/2003	4/30/2013	Mall
1292	Meridian Mall	1982 Grand River Avenue		Eastpointe	MI USA	48021	1633	7/1/2010	6/30/2013	Strip
1647	Shelby Towne Center	M-59 Hall Road #3		Traverse City	MI USA	49686	2216	2/1/2010	1/31/2011	Strip
1648	Eastbrook Commons	22641 Gratiot #B-4		Ann Arbor	MI USA	48104	1916	2/1/2009	1/31/2014	Strip
1680	Cherryland Center	1150 S. Airport Road W		Novi	MI USA	48377	1096	2/1/2009	1/31/2014	Mall
1771	Huron Village	3155 Washtenaw Avenue		Roseville	MI USA	48066	1500	4/1/2008	3/31/2013	Strip
1859	Twelve Oaks	27500 Novi Road	A#	Hamtramck	MI USA	48212	2120	2/1/2008	1/31/2011	Strip
2202	Gratiot Center	31956 Gratiot Avenue		Melvindale	MI USA	48122	1290	3/1/2009	1/31/2011	Strip
2236	Campau & Holbrook	9542 Joseph Campau		Ypsilanti	MI USA	48197	2000	3/1/2009	2/29/2012	Strip
2247	Oakwood Plaza	18320 Allen Road 2423 Ellsworth Road Ste. 11		Westland	MI USA	48185	1300	11/1/2008	10/31/2013	Strip
2248	Roundtree Place			Taylor	MI USA	48180	1457	2/1/2010	1/31/2012	Strip
2250	Wild Wood Plaza	34790 Ford Rd.		Brighton	MI USA	48116	2240	3/16/2009	3/31/2014	Strip
2557	Telegraph & Ecorse	7735 Telegraph Road		Shelby Township	MI USA	48316	1600	2/1/2009	1/31/2014	Strip
2558	Brighton Town Center	8260 Movie Drive		Monroe	MI USA	48162	1480	2/1/2010	1/31/2013	Strip
2560	Briarwood S/C	1917 Twelve Mile Road		Woodhaven	MI USA		1600	11/16/2006	1/31/2012	Strip
2920	Frenchtown Plaza	2233 Telegraph Road								
2937	Woodhaven Village	Allen Road & West Road 4110 East Blue Grass Road	Unit 24	Mt Pleasant	MI USA	48858	1500	11/1/2009	12/31/2011	Strip
2986	Indian Hills Plaza			Gaylord	MI USA	49735	1333	10/1/2009	9/30/2012	Strip
3000	Edelweiss Village	750 Edelweiss Parkway		Caledonia	MI USA	49316	1600	7/1/2010	6/30/2012	Strip
3011	Gaines Marketplace	1825 Marketplace Drive	Ste A -100	Commerce Township	MI USA	48382	1300	10/1/2010	9/30/2013	Strip
3116	Commerce Marketplace	1721 Haggerty Hwy		Houghton Lake	MI USA	48629	2166	10/20/2005	1/31/2011	Strip
3227	Houghton Lake	2135 Houghton Lake Drive	# 5	Plainwell	MI USA	49080	940	7/14/2005	1/31/2011	Strip
3230	Plainwell SWM	412 Oaks Crossing		Grand Blanc	MI USA	48439	1561	10/6/2006	1/31/2014	Strip
3304	Grand Blanc Town Center	6309 Dort Highway		St. Johns	MI USA	48879	2400	8/11/2006	8/31/2011	Strip
3312	St. Johns Retail Center	Old US 27	Suite A-6	Adrian	MI USA	49221	1600	2/1/2011	1/31/2014	Strip
3465	Shops @ Adrian	1693 E. US 223		Allen Park Clinton Township	MI USA	48101	1665	3/2/2006	3/31/2011	Strip
3630	Independence Marketplace aka Veteran's M NEC of Outer Drive & Southfield Freeway	17420 Hall Road Space 149								
3762	Mall @ Partridge Creek				MI USA	48038	1200	10/18/2007	1/31/2014	Mall

3793 Wonderland Mall	29595 Plymouth Road		Livonia	MI USA	48150	1420	11/21/2007	1/31/2013	Strip
3796 Waterfall Shoppes	28th Street & I-96		Grand Rapids	MI USA		1855.3	2/4/2007	2/28/2013	Strip
Gateway Shoppes @ Lyon 3834 Towne Center	30804 Lyon Towne Centre Drive		New Hudson	MI USA	48381	1580	4/20/2007	1/31/2012	Strip
3944 Beacon Square	Beacon Blvd&Jackson St		Grand Haven	MI USA		1244	6/13/2007	6/30/2012	Strip
Adams Marketplace akaSWM 3962 Adams Rd Bldg A	Rochester Hill 2532 South		Rochester Canton Township	MI USA	48309	1690	10/11/2007	1/31/2015	Strip
3963 Crossroads Village	47160 Michigan Ave			MI USa	48188	1637	5/22/2008	1/31/2016	Strip
3998 State Street Crossing	6889 State Road Suite F 4101 Wilder Rd. Unit F606/F607		Saline	MI USA	48176	1400	9/11/2009	9/30/2014	Strip
4057 Bay City Mall	4350 24TH AVENUE Unit 622		Bay City	MI USA	48706	1481	11/1/2001	1/31/2012	Mall
4082 BIRCHWOOD MALL			PORT HURON	MI USA	48059	831	2/1/2010	1/31/2011	Mall
FRENCHTOWN SQUARE aka 4135 MONROE STREET Unit 210	The Mall of M2121		MONROE	MI USA		1558	6/1/2008	5/31/2013	Mall
4252 Eastland Center	18000 Vernier Road Unit E544		Harper Woods	MI USA	48225	894	2/1/2009	1/31/2011	Mall
4286 SOMERSET COLLECTION	2800 W. BIG BEAVER RD. Unit W-326	SPACE W-326	TROY	MI USA	48084	1035	2/1/2008	1/31/2011	Mall
4311 WOODLAND MALL	3169 28TH ST. S.E. Unit		GRAND RAPIDS	MI USA	49512	2022	2/1/2010	1/31/2011	Mall
4374 MIDLAND MALL	6800 EASTMAN AVE Unit 1982 Grand River Ave. Unit 373		MIDLAND	MI USA	48640	966	2/1/2002	1/31/2012	Mall
4418 Meridian Mall	5600 E. HARVEY ST. Unit 2002		Okemos	MI USA	48864	850	9/8/2002	9/30/2012	Mall
4445 LAKES MALL			MUSKEGON	MI USA	49444	1281	8/15/2001	8/31/2011	Mall
4486 Village of Rochester Hills	A-74 Unit		Rochester Hills	MI USA		1208	2/1/2010	1/31/2012	Strip
4565 BRIARWOOD MALL	606 Briarwood Circle, D104 3341 South Linden Road Unit Space No.		ANN ARBOR	MI USA	48104- 7393	1199	2/1/2011	1/31/2013	Mall
4586 Genesee Valley Center	1010		Flint	MI USA	48507	1233	11/29/2002	3/31/2013	Mall
4637 GREAT LAKES CROSSINGS	4594 BALDWIN ROAD Unit 813		AUBURN HILLS	MI USA	48326	1227	2/1/2008	1/31/2014	Mall
4800 Eastwood Towne Center	2958 Town Center Blvd. Unit		Lansing	MI USA	48912	1148	10/1/2010	9/30/2012	Strip
4829 Center Crossing S/C	1295 S. Center Road Unit #104 34830 Twenty-Three Mile Road Unit 34830		Burton	MI USA	48509	1980	2/1/2008	1/31/2011	Strip
4834 Chesterfield Commons	Twenty-Three Mile Ro		Chesterfield Twp.	MI USA	48047	1440	2/1/2011	1/31/2013	Strip
4844 23485 Eureka Road	23485 Eureka Road Unit		Taylor	MI USA		1600	2/1/2008	1/31/2011	Strip
4861 Celebration Village	2107 East Beltline NE Unit	Suite B	Grand Rapids	MI USA	49525	1695	2/1/2008	1/31/2011	Strip
Marketplace at Delta 4879 Township	I-96 & Saginaw Hwy Unit 15405 Gratiot Avenue Unit Suite 200		Lansing	MI USA	48917	1400	1/1/2011	12/31/2013	Strip
4889 Gateway Village Center			Detroit	MI USA	48205	1360	4/1/2008	3/31/2011	Strip
		Haggarty Road & Six Mile							
4961 Northville Village Center	Northville Retail Center Phase II Unit	Road	Northville	MI USA		1596	2/1/2009	1/31/2014	Strip
5005 Main Place of Royal Oak	450 South Main Street Unit		Royal Oak	MI USA	48067	1894	4/16/2004	4/30/2014	Strip

**LEASED
PROPERTIES**

**SCHEDULE
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	West Shore Drive NEC of Riley Road and												
5080 Riley Center	US31 Unit		Holland	MI	USA	49424	1500	8/1/2008	7/31/2011	Strip			
Grand Pointe Condominium 5119 Development	Wilson Ave S. of Rivertown Parkway Unit		Grandville	MI	USA	49418	1495	4/1/2009	3/31/2012	Strip			
5273 Fairplain Plaza	2061 Hwy M-139 Unit Suite D	Suite D	Benton Harbor	MI	USA	49022	1569	4/1/2010	3/31/2012	Strip Plaza			
5311 Independence Square	5890 Sashabaw Road Unit 101		Clarkson	MI	USA	48346	1463	8/1/2009	7/31/2012	Strip			
5312 Shelby Creek	23 Mile Road & M-53 Unit		Shelby	MI	USA	49455	1500	3/1/2010	2/28/2013	Strip			
The Shoppes at Roseville 5361 Village	31925 Graftiot Avenue Unit 29152 Van Dyke Avenue Unit 6		Roseville	MI	USA	48066	1300	2/1/2010	1/31/2013	Strip			
5391 Tech Plaza	22189 Michigan Avenue Unit		Warren	MI	USA	48093	1880	7/1/2010	6/30/2011	Strip			
5506 West Village	15270 Silver Lake Parkway Unit		Dearborn	MI	USA	48124	USA 1348	3/1/2009	1/31/2013	Strip			
5507 Pier 1 Shopping Center	12745 S. Saginaw Street Unit Suite 803		Fenton	MI	USA	48430	1500	2/1/2010	1/31/2013	Strip			
5508 Grand Mall	17708 W. 13 Mile Rd.		Grand Blanc	MI	USA	48439	1280	2/1/2010	3/31/2012	Strip			
5558 The Corners	M-43 (Main St.) & Drake Rd. Unit		Beverly Hills	MI	USA	48025	1200	8/1/2010	7/31/2012	Strip			
5598 Maple Hill Mall	3113 US Hwy 41		Kalamazoo	MI	USA	49009	1882	10/1/2010	1/31/2011	Strip			
5829 Starbucks Center	300 S. Greenville West Dr., Suite 7		Marquette	MI	USA	49855	1971	8/2/2007	8/1/2012	Strip			
5839 Greenville West	42645 Ford Rd	Ford Rd. and Sheldon rd.	Greenville	MI	USA	48838	1436	2/28/2008	2/28/2013	Strip			
5900 Canton Corners	33321 Van Dyke, Suite 5		Canton	MI	USA	48187	1513	11/13/2008	1/31/2014	Strip			
5901 SWM Sterling Heights	15190 Isabella Drive	Suite A	Sterling Heights	MI	USA	48312	2368	3/18/2010	3/31/2015	Strip			
5903 Big Rapids SWM	31015 Orchard Lake Road	Space C-130	Big Rapids Farmington Hills	MI	USA	49307	1600	2/13/2008	2/28/2013	Strip			
5904 Hunter Square	1565 E. Main Street		Owosso	MI	USA	48867	1200	10/26/2007	1/31/2013	Strip			
5974 Riverwood Crossing	3555 Henry Street	Unit B-100	Muskegon	MI	USA	49541	1860	11/2/2007	1/31/2013	Strip			
5975 Roosevelt Park Towne Center	4845 24th Ave. (M-25)	Unit 100	Port Huron	MI	USA	48059	1800	5/30/2008	5/31/2013	Strip			
6045 SWM at Fort Gratiot	1233 DeMille Road		Lapeer	MI	USA	48446	1385	3/20/2008	3/31/2013	Strip			
6131 LaPeer Center	2180 Anderson Rd., Suite 110		Petosky	MI	USA	49770	1471	8/5/2010	8/31/2015	Strip			
6555 SWM Bear Creek Crossings	9060 Highland Rd.		White Lake	MI	USA	48386	2200	9/16/2010	9/30/2015	Strip			
6596 SWM White Lake M/P	69823 S. Centerville Rd	State Hwy 66	Sturgis	MI	USA	49091	2400	10/28/2010	1/31/2016	Strip			
6683 SWM Sturgis	Grand River & Latson		Howell	MI	USA	48843	2795			Strip			
6685 F&N Plaza	13334 E. Jefferson Ave 7 Mile Rd. and Middlebelt Rd		Detroit	MI	USA	48215	2000	9/24/2010	9/30/2015	Strip			
6707 Riverbend Plaza	6233 B. Drive North	Space C	Livonia	MI	USA	48152	1800			Strip			
6708 Livonia Marketplace	708 E. Chicago Street US 12		Battle Creek	MI	USA	49014	1843	12/2/2010	1/31/2016	Strip			
6709 Harper Crossing SWM South Willowbrook 6729 Center	4912 W. US-10		Coldwater	MI	USA	49036	2890	10/31/2010	1/31/2016	Strip			
6731 SWM Ludington	4516 I-75 Business		Ludington	MI	USA	49431	1643	10/7/2010	1/31/2016	Strip			
6733 SWM Cascade Crossing	Harvey & Sternberg Drive		Sault St. Marie	MI	USA	49783	2000			Strip			
6738 Fruitport Crossings S/C SWM Iron Mountain Keelridge 6932 Plaza	Old US Hwy 141		Muskegon Iron Mountain	MI	USA	49444	2000			Strip			
17 Game Informer Space	724 North First Street		Minneapolis	MN	USA		14640	2/15/2012	2/14/2015	Warehouse			
530 Lariat Shopping Center	8256 Commonwealth Drive		Eden Prairie	MN	USA	55344	1400	2/1/2009	1/31/2011	Strip			
531 Maplewood Commons S. C.	1900 C.R. "D" Suite 150 14017 Grand Avenue South	Suite 1407	Maplewood	MN	USA	55109	1138	10/1/2010	9/30/2011	Strip			
532 McAndrews Center	2008 South Robert Street		Burnsville West St. Paul	MN	USA	55337	1640	8/1/2006	7/31/2011	Strip			
533 South Robert Plaza Ridge Square South Shopping Ctr	12921 Ridgedale Drive		Minnetonka	MN	USA	55118	1823	10/1/2009	9/30/2011	Strip			
534 Shingle Creek Shopping Center	6068 Shingle Creek Parkway		Brooklyn Center	MN	USA	55305	2000	10/1/2008	2/28/2013	Strip			
535 Northwest Plaza	3454 55th St. N.W.		Brooklyn Center	MN	USA	55429	1613	1/1/2011	12/31/2011	Strip			
537 Northwest Plaza			Rochester	MN	USA	55901	1500	10/1/2007	9/30/2012	Strip			

544	Rockford Road Plaza	4190 Vinewood Lane N. #112		Plymouth	MN	USA	55442	1200	9/1/2010	1/31/2011	Strip
600	Woodbury Village	1505 Queens Dr.		Woodbury	MN	USA	55125	1800	6/1/2008	1/31/2011	Strip
606	Rosedale Commons	2480 Fairview Ave. No.		Roseville	MN	USA	55113	2000	3/1/2009	2/29/2012	Strip
633	Hub Shopping Center	34 West 66th Street		Richfield	MN	USA	55432	1698	3/1/2007	2/29/2012	Strip
681	Division Place Fashion Center	2954 Division St. 5115 Burning Tree Rd. #315		St. Cloud	MN	USA	56301	1200	4/1/2010	3/31/2012	Strip
757	Burning Tree Plaza	5115 Burning Tree Rd. #315		Duluth	MN	USA	55811	1782	2/1/2008	1/31/2011	Strip
915	Raintree Mall	500 Raintree Road, #40		Mankato	MN	USA	56001	2008	1/1/2010	1/31/2012	Strip
930	Arbor Lakes Shopping Center	7775 Main Street North 1484 1/2 University Avenue W.		Maple Grove	MN	USA	55369	1460	3/1/2010	2/29/2012	Strip
968	Midway S/C	1484 1/2 University Avenue W.		St. Paul	MN	USA	55104	2520	11/1/2007	10/31/2012	Strip
1005	River Hills Mall	1850 Adams St #116		Markato	MN	USA	56061	1200	2/1/2009	1/31/2012	Mall
1120	Miller Hill Mall	1600 Miller Trunk Hwy 309 Apache Mall-Hwy 14 & 52	Suite 427	Duluth	MN	USA	55811	1275	2/1/2007	1/31/2012	Mall
1448	Apache Mall	309 Apache Mall-Hwy 14 & 52		Rochester	MN	USA	55902	1187	2/1/2010	1/31/2012	Mall
1969	Burnsville Center	Highway 42 and I-35W #2046		Burnsville	MN	USA	55337	1154	6/1/2009	1/31/2011	Mall
2222	Central Plaza	921 45th Ave. NE		Hilltop	MN	USA	55421	1600	2/1/2008	1/31/2013	Strip
2352	Riverdale Village	12613 Riverdale Boulevard		Coon Rapids	MN	USA	55448	1200	4/1/2008	3/31/2013	Strip
2353	Savage Retail Center	7737 Egan Drive		Savage	MN	USA	55378	1241	11/1/2008	10/31/2013	Strip
2429	Eagan Promenade	3344 Promenade Avenue, Suite 104		Eagan	MN	USA	55121	1507	5/1/2008	4/30/2013	Strip
2465	Anthony's Shopping Center	5101 36th Avenue North		Crystal	MN	USA	55422	1254	8/1/2008	7/31/2013	Strip
2621	Southbridge Crossing	8442 Old Carriage Ct. North		Shakopee	MN	USA	55379	1400	11/1/2008	10/31/2013	Strip
2907	Bemidji Commons SWM	2219 Paul Bunyan Dr. NW 21897 South Diamond Lake Rd	Suite 3	Bemidji	MN	USA	56601	1301	8/1/2009	7/31/2014	Strip
2997	Rogers Retail Centre	1100 W. Frontage Rd., Ste 130	Suite 300	Rogers	MN	USA	55374	1486	10/1/2009	1/31/2012	Strip
3153	Owatonna Commons	1100 W. Frontage Rd., Ste 130		Owatonna	MN	USA	55060	1440	2/1/2011	1/31/2013	Strip
3159	Lino Lakes	749 Apollo Druive	Suite 102	Lino Lakes	MN	USA	55014	1241	2/1/2011	1/31/2013	Strip
3361	Jolly Lane	7655 Jolly Lane North		Brooklyn	MN	USA	55428	3120	11/1/2008	10/31/2011	Strip
3369	Elk River	17000 Zane Street NW		Elk River	MN	USA	55330	2240	9/29/2005	1/31/2011	Strip
3403	Mall of America	124 E. Broadway, #N-378		Bloomington	MN	USA	55425	2007	6/27/2005	6/30/2015	Mall
3541	Woodbury Commons	I-94 & Woodbury Drive		Woodbury	MN	USA		2598	3/9/2006	1/31/2012	Strip
3575	Northtown Mall Outlet	599 Northtown Drive NE Silver Lake Road & County Road D	Suite 200	Blaine	MN	USA	55434	1440	11/4/2005	11/30/2015	Strip
3627	Silver Lake Village	Silver Lake Road & County Road D		St Anthony	MN	USA	55421	1197	4/1/2006	3/31/2011	Strip
3643	Northwoods Plaza	4905 Highway 29 60 E Broadway, Rm #oe284		Alexandria	MN	USA		1650	3/2/2006	3/31/2011	Strip
3737	Mall of America	60 E Broadway, Rm #oe284		Minneapolis	MN	USA	55425	921	11/3/2006	1/31/2017	Strip
3801	Southtown S/C	80th & Penn Avenue		Bloomington	MN	USA		1600	3/15/2007	3/31/2012	Strip
3860	Supercenter Square	1702 Westridge Rd Suite 4		New Ulm	MN	USA		1600	10/18/2007	1/31/2013	Strip
3861	Supercenter Place	1906 8th Street NW Suite H		Austin	MN	USA	55912	1600	7/3/2008	7/31/2013	Strip

2646 Zona Rosa	7106 NW 86th Terrace		Kansas City	MO USA	64153	2120	5/19/2004	1/31/2015	Strip
2684 River Bend Plaza	3650 Stardust Drive		Hannibal	MO USA	63401	1500	12/1/2008	11/30/2013	Strip
2686 St. Joseph Plaza	3302 South Beltway Hwy		St Joseph	MO USA	64503	1600	2/1/2009	1/31/2014	Strip
2869 Truman Lake Center	1716 East Ohio	Suite A	Clinton	MO USA	64735	1600	4/1/2010	3/31/2011	Strip
2908 Warren County S/C Supercenter	522 Warren County Center	Space # 4	Warrenton	MO USA	63383	2000	5/1/2010	4/30/2011	Strip
2953 Square/Harrisonville Crossin	1810 N.Hwy 291		Harrisonville	MO USA	64701	1700	2/1/2010	7/31/2013	Strip
3044 Maplewood Commons	1821 Maplewood Commons Drive		Maplewood	MO USA	63143	2855	4/1/2010	3/31/2012	Strip
3110 Super Center Square	2725 N Kansas Expressway	Suite 108	Springfield	MO USA	65803	2520	8/4/2005	1/31/2011	Strip
3118 O'Fallon Walk	2275 Highway K		St Louis	MO USA	63366	1600	4/21/2005	1/31/2011	Strip
3197 Wentzville Commons	1919 Wentzville Parkway		Wentzville	MO USA	63385	2000	7/1/2010	6/30/2013	Strip
3231 Joplin S/C	323 S. Rangeline Road	Suite 300	Joplin	MO USA	64801	1500	7/8/2005	1/31/2016	Strip
3322 Big Springs Plaza	3201 Lusk Drive	Suite A	Neosho	MO USA	64850	1400	4/14/2005	1/31/2011	Strip
3329 Shoppes @ Hawk Ridge South Pointe Shopping 3550 Center	Rt. 40-61 & Rt. N. Lake St		Lake St. Louis	MO USA		1400	5/27/2006	5/31/2011	Strip
3806 Grindstone Plaza	1213 S. Main Street Providence Road & Grindstone Parkway		Sikeston	MO USA	63801	2000	12/1/2005	1/31/2011	Strip
3832 Office Depot Retail Shops	115 N. Westwood Blvd.		Columbia	MO USA		2000	4/19/2007	4/30/2012	Strip
3885 Bishop Commons	201 S. Bishop Ave	Suite K	Poplar Bluff	MO USA	63901	1586	12/5/2006	2/29/2012	Strip
3886 Goody's Cntr	1407 Mitchell Street		Rolla	MO USA	65401	1600	10/30/2008	1/31/2014	Strip
3995 Belton Marketplace	1107 E. North Avenue		White Plains	MO USA		1600	6/21/2007	6/30/2012	Strip
4027 COLUMBIA MALL (MO)	2300 BERNADETTE DRIVE Unit 211		Belton	MO USA	64012	2000	9/25/2007	1/31/2013	Strip
EAST HILLS SHOPPING 4151 CENTER	FREDERICK BLDV & BELT HWY Unit		COLUMBIA	MO USA	65205	1512	6/1/2008	3/31/2015	Mall
4382 West County	44 West County Center Unit #2251		ST. JOSEPH	MO USA	64506	983	4/1/2010	1/31/2011	Mall
4537 South County Mall	349 S. Centerway Unit 347		Des Peres	MO USA	63131	1590	9/20/2002	6/30/2012	Mall
4603 St. Louis Mills	5555 Saint Louis Mills Blvd. Unit Suite 452		St. Louis	MO USA	63129	1050	11/18/2001	6/30/2012	Mall
4604 Mid Rivers Mall	1240 Mid Rivers Mall Unit 1240		Hazelwood	MO USA	63042	1224	11/13/2003	11/30/2013	Mall
Town & Country Shopping 4876 Center	2645 N. Kansas Expressway Unit		St. Peters	MO USA	63376	1017	11/15/2001	6/30/2012	Mall
Shops at Eastland Center, 4896 The	18931 Valley View Parkway Unit Suite E		Springfield	MO USA	65804	2280	4/1/2008	3/31/2013	Strip
4939 Country Club Plaza	500 Nichols Road Unit		Independence	MO USA	64055	1700	7/1/2008	6/30/2011	Strip
4982 Winding Woods	Highway K & Mexico Unit 484 Mexico Road Unit Suite B		Kansas City	MO USA	64112	1603	8/8/2003	1/31/2014	Strip
5020 Starbuck's Center	8602 N. Boardwalk Ave. Unit Suite 32		O'Fallon	MO USA	63366	2000	4/1/2009	3/31/2011	Strip
5028 Shops at Boardwalk, The	1839 E. Incependence Street Unit Suite D		St. Peter's	MO USA	63376	1400	10/1/2008	9/30/2011	Strip
5190 James River Towne Center			Kansas City	MO USA	64154	2195	8/1/2008	7/31/2013	Strip
			Springfield	MO USA	65804	1600	2/1/2009	1/31/2012	Strip

5203 Southtowne
5286 MLK Plaza S/C

5293 St. John Crossings
5300 94 Crossing
5350 Coppergate Square

5559 The Shops at North Village
6022 SWM Farnington
6074 Springfield SWM Center
6211 Moberly Shopping Center
6284 SWM Adams Dairy Landing
6297 SWM Shoppes at Water Tower
6421 St. Robert Retail Centre
6492 Stoneridge Village
6527 Sedalia Square
6560 SWM Shops at Branson Hills
6588 Phoenix Center II
6644 SWM Siemens Dr.
6645 Manchester Center II
6724 Broadway Shops
6804 Ft. Leonard Wood

245 Mall at Barnes Crossing
380 Edgewater Mall
1353 Northpark Mall
2461 South Creek Shopping Center
2575 Wal Mart Super Center
2576 Lakeview Village
2704 Madison Walmart
2805 Tupelo Marketplace
2810 South Rivers Marketplace
2877 Starkville
2881 Grenada Plaza
2889 Petal S/C - Wal Mart
2930 New Albany Super Wal-Mart
2967 Meridian Town Center
2979 Oxford Marketplace
3090 Brookhaven Plaza
3253 Vicksburg Plaza
3275 Market @ Philadelphia
3371 Rankin Center
3744 Gulfport Plaza
3813 Ocean Springs
3845 Shoppes at Poppe's Ferry
3857 Hammett Crossing
3898 Waveland WMSC
4098 TURTLE CREEK MALL
4488 BONITA LAKES MALL
4573 EDGEWOOD MALL
4784 Dogwood Festival Market
4857 Big Oaks Crossing
4911 South Lake Centre
5135 Centre Park
5438 Corinth Commons
5575 Cleveland Commons
5754 Pearl River Plaza
5801 Columbia Commons
5910 Richland Town Center
5916 River Birch Center
5921 Shipyard Plaza

6041 Gulf Coast Promenade
6078 The Shops at Lee's Summit
6218 Natchez Mall
6559 Shoppes at Windchase
6792 SWM Tri Lakes S/C
6850 Keesler AFB
6909 SWM Greenwood
1095 Rimrock Mall
1288 Holiday Village
1470 Southgate Mall
1502 Gallatin Valley Mall

2710 Gallatin Center
 2960 Wal-Mart Plaza
 3158 Mountainview Plaza
 5962 Great Falls Shopping Center
 6133 Butte Shopping Center

50 Northgate Shopping Mall

LEASED PROPERTIES

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3822 S. Kings Highway Unit D-4		St. Louis	MO	USA	63129	1600	7/1/2009	6/30/2012	Strip
3627 Page		St. Louis	MO	USA	63113	1620	4/1/2010	3/31/2011	Strip
9012 St. Charles Rock Road Unit Suite 10	Ste 10	St. Louis	MO	USA	63114	1400	4/1/2009	3/31/2014	Strip
6213 Mid Rivers Mall Drive Unit 5445 Telegraph Road Unit 135 & 137		St. Charles	MO	USA	63304	1600	9/1/2009	8/31/2012	Strip
		St. Louis	MO	USA	63129	1759	9/1/2009	8/31/2014	Strip
N. Belt Highway/Cook Rd. Unit Space 103		St. Joseph	MO	USA	64507	1360	7/1/2010	6/30/2013	Strip
732 Karsch Blvd	701 Walton Dr.	Farmington	MO	USA	63640	1600	2/5/2009	2/28/2014	Strip
3530 W. Sunshine Street	Suite 2B	Springfield	MO	USA	65802	1716	4/3/2008	4/30/2013	Strip
2200 East Outer Rd Ste C		Moberly	MO	USA	65270	1500	5/15/2008	5/31/2013	Strip
1036 NE Coronado Drive		Blue Springs	MO	USA	64014	2153	11/23/2009	1/31/2015	Strip
2168 Michigan Ave	I -55 & Hw 141	Arnold	MO	USA	63010	1500	2/12/2009	2/28/2014	Strip
215 St. Robert Blvd. Suite 3		St. Robert	MO	USA	65584	1580	4/1/2009	5/31/2014	Strip
707 Stoneridge Pky, Ste 102		Jefferson City	MO	USA	65109	1926	11/19/2009	1/31/2015	Strip
3400 W. Broadway Suite F		Sedalia	MO	USA	65301	2647	11/5/2009	1/31/2015	Strip
1101 Branson Hills Parkway		Branson	MO	USA	65616	1400	1/28/2010	6/30/2015	Strip
3081 Phoenix Center Drive		Washington	MO	USA	63090	2001	4/22/2010	4/30/2015	Strip
127 Siemers Drive #101		Cape Girardeau	MO	USA	63701	1789	10/21/2010	1/31/2016	Strip
14248 Manchester Rd.		Manchester	MO	USA	63021	2948	7/9/2010	7/31/2015	Strip
2703 E. Broadway		Columbia	MO	USA	65201	1440			Strip
Replacement Ave.		Ft. Leonard Wood	MO	USA	65473	1125	10/4/2010	10/3/2012	Strip
1001 Barnes Crossing Road	Space 716, Box 162	Tupelo	MS	USA	38801	1400	3/1/2002	2/29/2012	Mall
2600 Beach Boulevard	Suite #85	Biloxi	MS	USA	39531	2125	11/17/2000	1/31/2011	Mall
1200 East County Line Road	Suite #216	Ridgeland	MS	USA	39157	987	10/1/2002	1/31/2013	Mall
200 Goodman Road	Suite 104	Southhaven	MS	USA	38671	1500	8/1/2008	7/31/2013	Strip
5891 U.S. Hwy 49	Suite 70	Hattiesburg	MS	USA	39402	2400	11/1/2008	10/31/2013	Strip
3680 Sangani Blvd.		D'lberville	MS	USA	39540	2000	11/1/2008	10/31/2013	Strip
123 Grandview Blvd., Suite A		Madison	MS	USA	39110	1600	8/1/2010	7/31/2013	Strip
2230 Rabbit Drive	Suite 1100	Tupelo	MS	USA	38801	1800	2/1/2010	1/31/2013	Strip
1831 S Dr Martin Luther K. Blvd	Suite 101	Greenville	MS	USA	38701	1775	1/1/2010	12/31/2012	Strip
911 Main St. Hwy 12 W.	Suite 207-B	Starkville	MS	USA	39759	1750	2/1/2010	1/31/2015	Strip
1550 Jameson Drive	Suite E	Grenada	MS	USA	38902	1200	2/1/2011	1/31/2013	Strip
793 U.S. Highway 42	Suite 1301	Petal	MS	USA	39465	1600	5/1/2009	4/30/2014	Strip
340 Park Plaza Drive		New Albany	MS	USA	38652	1500	4/1/2009	1/31/2011	Strip
1217 South Frontage Road	Suite C	Meridian	MS	USA	39301	1584	2/1/2010	1/31/2012	Strip
2580 West Jackson Ave	Suite 32	Oxford	MS	USA	38655	1640	11/1/2009	1/31/2013	Strip
958 Broadway Boulevard	Suite 1 - 2	Brookhaven	MS	USA	39601	1600	11/1/2009	10/31/2014	Strip
Iowa Blvd. & Airline Drive		Vicksburg	MS	USA		1520	4/12/2007	1/31/2013	Strip
211 Lewis Avenue	Suite 80	Philadelphia	MS	USA	39350	2100	8/1/2010	1/31/2011	Strip
132 Lakeland Heights Blvd	Suite E	Flowood	MS	USA	39232	2100	2/1/2011	1/31/2013	Strip
9350 Highway 49	Suite G	Gulfport	MS	USA	39503	3166	11/5/2009	1/31/2015	Strip
3907-3 Bienville Boulevard		Ocean Springs	MS	USA	39564	1394	11/16/2006	1/31/2012	Strip
2404 B-Pass Road		Biloxi	MS	USA	39531	1764	10/18/2007	1/31/2013	Strip
1001 Hampstead Blvd.		Clinton	MS	USA	39056	2500	3/15/2007	1/31/2012	Strip

454 Highway 90		Waveland	MS	USA		2000	3/29/2007	1/31/2013	Strip
1000 TURTLE CREEK DRIVE Unit 220		HATTIESBURG	MS	USA	39402	1004	11/1/2010	1/31/2011	Mall
1240 BONITA LAKE CIRCLE Unit 240		MERIDIAN	MS	USA	39301	1054	11/1/2010	1/31/2011	Mall
1722 SMITHDALE ROAD Unit B-3		MCCOMB	MS	USA	39648	905	1/1/2010	12/31/2012	Mall
213 Dogwood Boulevard Unit		Jackson	MS	USA	39232	1832	10/1/2007	9/30/2012	Strip
3895 N Gloster Street		Tupelo	MS	USA	38804	1600	2/1/2008	1/31/2013	Strip
Goodman Road & I55 Unit		Southaven	MS	USA	38672	2300	5/1/2008	4/30/2013	Strip
1060 East County Line Road Unit		Ridgeland	MS	USA	39157	1572	9/1/2008	8/31/2013	Strip
Us. Highway 72 & S. Harper Road Unit		Corinth	MS	USA	38834	1200	3/1/2010	2/28/2013	Strip
Highway 61 & 3rd Street Unit		Cleveland	MS	USA	38732	1520	6/1/2010	5/31/2012	Strip
230 Frontage Rd		Picayune	MS	USA	39466	1370	1/14/2007	1/30/2016	Mall
U.S.Hwy 98 and Southpark Ave	1005 Hwy 98 BYP Ste 7	Columbia	MS	USA	39429	1610	8/21/2008	8/31/2013	Strip
1040 Hwy. 49 South	Suite B	Richland	MS	USA	39218	1200	9/20/2007	9/30/2012	Strip
2400 Hwy 19 North		Meridian	MS	USA	39307	1750	10/18/2007	1/31/2013	Strip
4227 Denny Ave.		Pascagoula	MS	USA	39581	1600	1/4/2008	1/31/2013	Strip
	Northwest Comer I-10 and I-								
3869 Promenade Pkwy Ste B	110	D'Iberville	MS	USA	39540	2000	12/9/2010	12/31/2015	Strip
2670 McIngvale Road	Suite B	Hernando	MS	USA	38632	1642	3/6/2008	3/31/2013	Strip
352 John R Junkin Rd.	Suite 100	Natchez	MS	USA	39120	1600	6/4/2009	6/30/2014	Strip
1725 US Hwy.45 North	Suite 1	Columbus	MS	USA	39701	1948	10/22/2009	1/31/2015	Strip
105 John R. Lovelace Dr. #16		Batesville	MS	USA	38606	1440	12/2/2010	1/31/2016	Strip
500 Fisher Street		Keesler AFB	MS	USA	39534	1412	10/4/2010	10/3/2012	Strip
Hwy. 82 & Medallion Street		Greenwood	MS	USA	38920	1960			Strip
300 S 24th Street West	#D07	Billings	MT	USA	59102	1068	1/1/2009	1/31/2012	Mall
1200 10th Avenue South	# 26	Great Falls	MT	USA	59405	1300	9/1/2009	1/31/2011	Mall
Highway 93 & Garfield		Missoula	MT	USA	59801	1220	10/1/2008	9/30/2013	Mall
2280 Grant Rd. Suite A		Billings	MT	USA	59102	2250	2/1/2008	1/31/2011	Mall
2855 North 19th Avenue	Suite D	Bozeman	MT	USA	59718	1710	2/1/2009	1/31/2012	Strip
1749 Main Street	Suite C	Billings	MT	USA	59101	2472	2/1/2010	1/31/2013	Strip
2415-1 Hwy 93 North		Kalispell	MT	USA	59901	2100	2/1/2011	1/31/2014	Strip
1601 Marketplace Dr Suite 7		Great Falls	MT	USA	59404	2000	2/3/2008	2/28/2013	Strip
3207 Harrison Ave.		Butte	MT	USA	59701	1500	1/12/2009	2/28/2014	Strip
1058 West Club Blvd	Suite 480	Durham	NC	USA	27705	1266	2/1/2000	1/31/2011	Mall

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185	Carolina Place	11025 Carolina Place Pkwy	Suite D-6	Pineville	NC USA	28134	2139	3/29/2009	5/31/2016	Mall
190	Cross Creek Mall	123 Cross Creek Mall Road		Fayetteville	NC USA	28303	1164	1/1/2011	1/31/2011	Mall
259	Asheville Mall	3 South Tunnel Road		Asheville	NC USA	28805	1473	2/1/2003	1/31/2013	Mall
282	Valley Hills Mall	1960 Highway 70, S.E. #154		Hickory	NC USA	28602	975	2/1/2009	1/31/2011	Mall
368	Jacksonville Mall	305 Jacksonville Mall	Space #J-5	Jacksonville	NC USA	28546	1560	2/1/2010	1/31/2011	Mall
847	The Arboretum	8016 Providence Rd. 2365 Highway 70 South East	Suite 800	Charlotte	NC USA	28277	1551	3/1/2009	2/29/2012	Strip
865	Gateway Plaza			Hickory	NC USA	28602	1400	12/1/2008	1/31/2014	Strip
875	Wendover Place Shopping Center	1218-P Bridford Parkway		Greensboro	NC USA	27407	1200	9/1/2008	8/31/2011	Strip
883	Commerce Center (One North)	5260 Capital Blvd., Suite 103		Raleigh	NC USA	27604	1200	6/22/2009	1/31/2011	Strip
889	Fayetteville Pavilion	20565-2.5 Skibo Road		Fayetteville	NC USA	28314	1850	2/1/2009	1/31/2012	Strip
906	University Centre	334 South College Avenue		Wilmington	NC USA	28402	1600	12/1/2010	1/31/2011	Strip
913	Franklin Square	2980 E. Franklin Blvd., Suite 42		Gastonia	NC USA	28056	2700	1/1/2010	1/31/2011	Strip
941	Hanes Point	1036 Hanes Mall Blvd.		Winston Salem	NC USA	27103-1310	1920	5/1/2009	4/30/2014	Strip
1210	Hanes Mall	8836 Hanes Mall		Winston-Salem	NC USA	27103	1202.77	2/1/2001	1/31/2011	Mall
1548	Boone Mall	1180 Rolling Rock Rd. Ste B-4		Boone	NC USA	28607	1575	3/1/2009	2/29/2012	Mall
1834	University Mall	201 S Estes Drive #C-9		Chapel Hill	NC USA	27514	1600	10/16/2000	1/31/2011	Mall
2407	North Lite	2233 Spider Drive NE		Kannapolis	NC USA	28083	1558	11/1/2008	10/31/2013	Strip
2499	Main Street Station	1045 E Broad Street	Suite A-1	Fa Quay Varina	NC USA	27526	2000	11/1/2008	10/31/2013	Strip
2595	Crescent Commons	2066 Kildair Farm Road		Cary	NC USA	27511	1750	2/1/2009	1/31/2012	Strip
2626	Western Plaza	2075 N. Marine Blvd.	Suite N	Jacksonville	NC USA	28540	2800	12/1/2008	11/30/2013	Strip
2645	Promenade Shopping Center	5349 Ballantyne Commons Pkwy.	Suite 500	Charlotte	NC USA	28277	1225	2/1/2009	1/31/2014	Strip
2729	Premier Landing/Roanoke Rapids Plaza	281 Premier Blvd	Shop #	Roanoke 5 Rapids	NC USA	27870	1600	2/1/2010	1/31/2013	Strip
2751	The Galleria	1824 Galleria Blvd		Charlotte	NC USA	28270	2260	2/1/2010	1/31/2013	Strip
2752	Birkdale Village	8830 Lindholm Dr	Suite 110	Huntersville	NC USA	28078	1532	2/1/2010	1/31/2013	Strip
2765	Deep River Crossing	995 High Point Road	Space B-4	Randleman	NC USA	27317	1000	2/1/2010	1/31/2013	Strip
2767	Centerpoint Plaza	1220 E. Dixie Drive	Suite B	Asheboro	NC USA	27203	1200	2/1/2010	1/31/2013	Strip
2772	Concord Commons	160 Concord Commons Pl. SW	Suite D-2	Concord	NC USA	28027	2300	1/1/2010	12/31/2011	Strip
2780	Village at White Hall	8951 South Tryon Street		Charlotte	NC USA	28273	1500	2/1/2010	1/31/2011	Strip
2855	Monkey Junction	5120 South College Road		Wilmington	NC USA	28412	2800	8/1/2009	7/31/2014	Strip
2983	Hampton Pointe	535 Hampton Pointe Blvd.	Suite D	Hillsborough	NC USA	27278	2053	12/1/2009	11/30/2011	Strip
3066	Hillside Plaza	147 Hillside Plaza	Unit 14	Forest City	NC USA	28043	2400	2/1/2010	1/31/2013	Strip
3077	Shops at Mt Airy	1448 Edgewood Drive	Suite 600	Mt Airy	NC USA	27030	1440	2/1/2010	1/31/2013	Strip
3122	Pinewood Square	910 North Spencer Avenue	Suite B	Goldsboro	NC USA	27534	1822	1/1/2010	1/31/2013	Strip
3173	Rivertowne Square	3027 Dr. MLK Jr. Blvd.	Suite 24	New Bern	NC USA	28562	1030	3/1/2010	2/29/2012	Strip
3196	Crossroads Center	1094 Crossroads Drive		Statesville	NC USA	28625	1500	5/1/2010	1/31/2011	Strip
3217	Sigmon Commons	5225 Sigmon Road	Suite 130	Wilmington	NC USA	28403	2000	11/1/2010	1/31/2014	Strip
3298	Consumer Square	168-DD Norman Station		Mooreville	NC USA	28117	1500	6/1/2010	5/31/2012	Strip
3309	University Commons	1449A University Blvde #M-1		Burlington	NC USA	27215	1656	12/1/2010	12/31/2015	Strip
3423	Albemarle SWM	Hwy 24/27		Albemarle	NC USA		2000	5/25/2006	1/31/2012	Strip
3424	Mocksville Town Commons S/C	191 Cooper Creek Drive	Suite 112	Mocksville	NC USA	27028	2400	2/1/2006	1/31/2011	Strip
3425	Oak Summit	402 E. Hanes Mill Rd.		Winston-Salem	NC USA	27105	2000	2/1/2011	1/31/2014	Strip
3435	Smithfield Plaza	1299 Bright Leaf Blvd		Smithfield	NC USA	27577	3000	11/1/2010	10/31/2011	Strip
3568	Southside Square	1060 A/B S. Main St.		Kemersville	NC USA	27284	2400	7/27/2006	1/31/2012	Strip
3612	Poplin Place	2825 W. Hwy 74		Monroe	NC USA	28110	1600	3/2/2006	3/31/2011	Strip
3650	Garrett Crossing S/C	Mebane Oaks Road & Finley	# 270	Mebane	NC USA		1500	4/20/2006	4/30/2011	Strip
3653	Wilkinson Crossing	3332 Wilkinson Boulevard	A -2	Charlotte	NC USA	28208	1400	6/30/2006	6/29/2011	Strip

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4534 CRABTREE VALLEY MALL	4325 GLENWOOD AVE. Unit 134	RALEIGH	NC USA	27612	1330	5/1/2010	4/30/2013	Mall
4543 INDEPENDENCE MALL (NC)	3500 OLEANDER DRIVE SPACE 1047 Unit	WILMINGTON	NC USA	28403	1176	3/21/2001	1/31/2011	Mall
4648 CONCORD MILLS	8111 CONCORD MILLS DRIVE Unit 215	CONCORD	NC USA	28027	1123	10/1/2009	9/30/2016	Mall
4681 CENTER	NORTH CROSS SHOPPING 9815 D SAM FURR ROAD Unit 9815	HUNTERSVILLE	NC USA	28078	2340	11/1/2008	10/31/2013	Strip
4684 ARLINGTON PLAZA	600 A SOUTH SE GREENVILLE BLVD Unit	GREENVILLE	NC USA	27585	2100	10/1/2008	9/30/2013	Strip
4685 GATEWAY PLAZA	A 1335F WESTERN BLVD EXTENSION Unit	GREENVILLE	NC USA	27585	2100	10/1/2008	9/30/2013	Strip
4686 CROSSROADS	C 2472 WALNUT STREET Unit	JACKSONVILLE	NC USA	28546	2100	11/1/2009	10/31/2012	Strip
4696 CENTER	CENTRUM AT NORTH POINTE SHOPPING 1804-F NORTH POINTE DR. Unit	CARY	NC USA		1400	8/1/2009	7/31/2011	Strip
4700 Shopping Center	Sycamore Commons 2211 Matthews Township Pkwy. Unit H	DURHAM	NC USA	27705	2247	10/1/2008	9/30/2011	Strip
4705 South Woodlawn	4704 South Blvd. Unit B	Charlotte	NC USA	28217	2280	1/1/2007	12/31/2011	Strip
4716 Shoppes at University Place	8925-5 J.M. Keynes Dr. Unit 8925-5	Charlotte	NC USA	28262	1392	4/1/2010	3/31/2013	Strip
4723 Capital Boulevard Shoppes	3023-107 Capital Boulevard Unit --	Raleigh	NC USA	27602	1658	5/16/2010	5/31/2013	Strip
4730 Friendly Shopping Center	3118-A Northline Avenue 1932 Catawba Valley Boulevard Unit Unit	Greensboro	NC USA	27408	1280	7/1/2007	6/30/2012	Strip
4757 Center	Hickory Ridge Shopping 15	Hickory	NC USA	28602	1600	7/1/2007	6/30/2012	Strip
4782 Innes Street Market	215 Faith Road Unit	Salisbury	NC USA	28146	2000	10/1/2007	9/30/2012	Strip
4789 Dollar Tree Plaza	180 Summit Square Blvd. Unit B	Winston-Salem	NC USA	27105	1400	2/1/2008	1/31/2013	Strip
4794 Rosewood Shopping Center	2800 Rosewood Drive Unit 210	Columbia	NC USA	29205	1200	2/1/2008	1/31/2011	Strip
4802 Cobb Corners	1581 Benvenue Road	Rocky Mount	NC USA	27804	1600	2/1/2008	1/31/2013	Strip
4825 New Hope Commons	5408 New Hope Commons Drive Unit 123B	Durham	NC USA	27707	1543	1/1/2008	12/31/2012	Strip
4849 Brier Creek Commons	8301 Brier Creek Parkway Unit Suite 105	Raleigh	NC USA	27617	1283	7/1/2008	6/30/2013	Strip
4907 Winslow Bay Commons	590-L River Highway Unit US 401/Morganton Road Unit	Mooreville	NC USA	28117	1600	7/1/2008	6/30/2013	Strip
4975 Cross Pointe Center	1111 Metropolitan Ave Suite 700	Fayetteville	NC USA	28314	1200	9/1/2008	8/31/2013	Strip
5022 White Oak Crossing	Shoppes at Wendover 4203 W. Wendover Avenue 5070 Village, The Unit	Greensboro	NC USA	27407	1280	2/1/2009	1/31/2014	Strip
5108 Mayfaire Town Center	US 74 & Military Cutoff Unit	Wilmington	NC USA	18042	1693	5/1/2009	4/30/2014	Strip
5163 Westridge Square	3375 Battleground Avenue	Greensboro	NC USA	27410	1600	8/1/2008	7/31/2013	Strip
5232 Shopping Center	New Bern Commons 4531 New Bern Avenue Unit Suite 120	Raleigh	NC USA	27610	1600	2/1/2010	1/31/2013	Strip
5243 Beaver Creek Commons	U.S. Rt 64 & NC Rd 55 Unit	Apex	NC USA	27502	1620	12/1/2009	11/30/2012	Strip
5258 The	Shoppes at Broad Street, East Broad Street Unit 4154 Main @ North Hills Street Unit Suite	Statesville	NC USA	28625	1500	8/1/2009	7/31/2011	Strip
5313 North Hills	112	Raleigh	NC USA	27609	1430	2/1/2010	1/31/2012	Strip
5420 Wake Point	11216 Capital Boulevard Unit Suite 110	Wake Forest	NC USA	27587	1600	1/1/2010	1/31/2013	Strip
5472 Watauga Village	275 Watauga Village Drive Unit Suite E	Boone	NC USA	28607	1600	5/15/2009	5/14/2014	Strip
5473 Falling Creek Plaza	Highway 74 & Sandhurst Drive Unit #4	Wake Forest	NC USA	27587	1600	9/1/2010	8/31/2015	Strip
5509 Centre Point Plaza	1257 North Brightleaf Boulevard Unit 14	Smithfield	NC USA	27577	1600	2/1/2010	1/31/2015	Strip
5526 Pamlico Plaza	570 Pamlico Way Unit	Washington	NC USA	27889	1462	4/1/2010	3/31/2011	Strip
5529 Henderson Square	200 North Cooper Road Unit A-1	Henderson	NC USA	27536	1820	2/1/2010	1/31/2015	Strip

5541 Westwood Shops	2324 Forest Hills Road W Unit Ste 3		Wilson	NC USA	27893	1750	2/1/2010	1/31/2013	Strip
5560 Aberdeen Commons	11088 N US Hwy 15 501 Unit510		Aderdeen	NC USA	28315	1600	2/1/2010	1/31/2013	Strip
5715 Westside Village	7711 S. Raeford Rd #103		Fayetteville	NC USA	28304	1600	10/1/2007	9/30/2012	Strip
5729 Spring Lake Plaza	630 Lillington Highway, suite 132		Spring Lake	NC USA	28390	1600	5/1/2009	4/30/2014	Strip
5732 River Bend Market Place	129 Bleachery Blvd., Suite H		Asheville	NC USA	28805	1600	5/1/2010	4/30/2013	Strip
5755 Liberty Square	1587 Liberty Dr., Suite 5		Thomasville	NC USA	27360	2000	3/1/2010	2/29/2012	Strip
5812 Zebulon WMSC	Hwy 264 & E. Gannon Ave 1800 Four Seasons	Unit A-4	Zebulon	NC USA		1400	5/1/2008	4/30/2013	Strip
5855 Blue Ridge Mall	Boulevard		Hendersonville	NC USA	28792	1400	10/13/2007	1/31/2015	Mall
5873 Shoppes at Gamer	4454 Fayetteville Rd. 1533 Glenn School Road,		Raleigh	NC USA	27603	1600	8/28/2008	8/31/2013	Strip
5874 Glen View Station	Sp. A-10		Durham	NC USA	27704	1500	6/25/2009	6/30/2014	Strip
		Rt. 23/74 at Hyatt Creek Rd.							
5911 SWM Waynesville Commons	2152 S. Main Street 7220 GB Alford Hwy Space 17	& S. Main St.	Waynesville	NC USA	28786	1500	10/14/2008	1/31/2014	Strip
5917 Shoppes at Holly Springs			Holly Springs	NC USA	27540	1600	11/1/2007	1/31/2013	Strip
5923 Jefferson Village	1604 B Highwoods Blvd	Space C-103 Hwy. 321 at Greenhaven	Greensboro	NC USA	27410	1504	12/13/2007	1/31/2013	Strip
5957 North Hill Crossing	1009 Blowing Rock Blvd #120	Drive	Lenoir	NC USA	28645	1500	2/1/2009	1/31/2014	Strip
5959 SWM Conover	210 Zevkova Ct. NW #224 Peters Creek Parkway & W. Clemmonsville		Conover	NC USA	28613	1625			Strip
6172 Parkway Village	Rd.		Winston Salem	NC USA	27107	1850	7/17/2008	7/31/2013	Strip
6173 2640 S. Main Street	2640 S. Main Street		High Point	NC USA	27263	1600	7/9/2008	7/31/2013	Strip
		US Hwy. 258/NC Hwy. 24							
6244 Freedom Village	521 Yopp Road, Suite 208	Space C5 and C6	Jacksonville	NC USA	28540	2400	6/26/2009	6/30/2014	Strip
6317 Murphy Wal-mart	2320 US 19		Murphy	NC USA	28906	2140	2/26/2009	2/28/2014	Strip
		WT Harris & Northlake							
6319 Northcrest	9749 Northlake Center Pkwy Suite C	Centre Pky.	Charlotte	NC USA	28216	1912	11/14/2008	1/31/2014	Strip
6320 Sound of Freedom Shoppes	537 US Hwy. 70 West 117 North Myrtle School Rd., Suite 140	Space #101	Havelock	NC USA	28532	1800	5/29/2009	5/31/2014	Strip
6341 Samarth Plaza			Gastonia	NC USA	28052	1600	3/19/2009	3/31/2014	Strip
6348 SWM Creekside Plaza	715 East Dixon Rd. Ste 14	lease says 705 300 Airport Rd. & Bradley	Shelby	NC USA	28150	1400	1/9/2009	1/31/2014	Strip
6400 Rutledge Commons	300 Airport Rd Suite 80	Branch Rd.	Arden	NC USA	28704	1625	12/11/2008	1/31/2014	Strip
6402 Northridge Commons	7 Northridge Commons Pkwy #104	I-26 US Hwy 19- 23	Weaverville	NC USA	28787	2036	4/5/2010	4/30/2015	Strip
6404 Hwy 42 Walmart	5121 NC 42 Hwy W. Ste. 110		Gamer	NC USA	27529	1840	9/11/2009	9/30/2014	Strip
6458 UNC Franklin Street	100 E. Franklin Street	Suite A	Chapel Hill	NC USA	27514	1523	4/9/2009	4/30/2014	Strip
6670 Park West Village	NC Hwy. 54 (Chapel Hill Rd.) & Cary Rd.	Space E, Bldg R21	Morrisville	NC USA	27560	2000			Strip
6714 SWM Rivers Edge Centre	554 E. Jackson Blvd.		Erwin	NC USA	28339	6000	11/11/2010	1/31/2016	Strip
6770 SWM Skibo S/C	1590 Skibo Rd.		Bonnie Doone	NC USA	28303	6290	9/20/2010	1/31/2016	Strip

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6786 South Square	3415 Westgate Drive HQS XVIII abn Corps. and Fort Bragg,		Durham	NC	USA	27707	2100	10/28/2010	1/31/2016	Strip
6814 Fort Bragg	AFZA-CAS, CA		Fort Braggs Camp	NC	USA	28310	1200	10/4/2010	10/3/2012	Strip
6827 Camp Lejeune	14 McHugh Blvd. South Post Mall Exchange		Lejeune	NC	USA	28547	940	5/29/2009	5/28/2014	Strip
6846 Fort Bragg North			Ft. Bragg	NC	USA	28310	671	10/4/2010	10/3/2012	Strip
6857 MCAS Cherry Point	PSC Box 8009		Cherry Point	NC	USA	28533	871			Strip
6858 MCAS New River	PO BOX 21001		Jacksonville	NC	USA	28545	871			Strip
6908 Wilkes Plaza	1821 US Hwy 421		Wilkesboro	NC	USA	28697	2160			Strip
6956 2910 Hillsborough Street	2910 Hillsborough Street		Raleigh	NC	USA		2100			Strip
7031 Sigmon Commons	5225 sigmon Road	Ste (TBD)	Wilmington	NC	USA	28403	4004	11/1/2010	1/31/2011	Strip
7042 Crosscreek Mall			Fayetteville	NC	USA		3500	9/30/2007	9/30/2017	Strip
1024 West Acres Mall	3902 13th Ave S		Fargo	ND	USA	58103	1021	2/1/2009	1/31/2011	Mall
1486 Kirkwood Mall	653 Kirkwood Mall 3551 32nd Avenue South	Suite 600	Bismarck	ND	USA	58504	2494	2/1/2010	1/31/2013	Mall
2416 Grand Forks Marketplace	1801 45th Street SW Marketplace	# B -3	Grand Forks	ND	USA	58201	1751	7/1/2008	6/30/2013	Strip
2924 Central Marketplace	2475 32nd Avenue S., #8		Fargo	ND	USA	58103	1219	8/14/2009	8/13/2014	Strip Strip Plaza
3070 Grand Forks SWM			Grand Forks	ND	USA	58201	2400	11/1/2010	1/31/2011	Strip
3499 Minot SWM	401 40th Avenue 2400 10TH STREET S.W. Unit 504	Suite 110	Minot	ND	USA	58701	2000	1/25/2007	1/31/2012	Strip
4440 DAKOTA SQUARE MALL			MINOT	ND	USA	58701	1497	3/22/2002	1/31/2012	Mall
6830 Minot AFB	22 Peacekeeper Place		Minot	ND	USA	58705	1124	10/4/2010	10/3/2012	Strip
6920 SWM Williston Retail	4001 2nd Ave. West		Williston	ND	USA	58801	1800			Strip
179 Oakview Mall	3001 South 144th Street	A07	Omaha	NE	USA	68144	1064	9/1/2008	1/31/2015	Mall
1217 Westroads Mall	10000 California Street		Omaha	NE	USA	68114	1015	7/1/2009	6/30/2011	Mall
Westfield Shoppingtown 1345 Gateway	6100 "O" Street		Lincoln	NE	USA	68505	2071	2/1/2009	1/31/2011	Mall
2669 Prairie Lake	8600 Andermatt Drive	Suite E	Lincoln	NE	USA	68526	2400	4/21/2005	1/31/2016	Strip
2673 Village Pointe	17304 Davenport Street	Suite B-104	Omaha	NE	USA	68118	1504	5/28/2004	12/31/2013	Strip
72 nd & Dodge / Omaha 2692 Crossing	207 S. 72nd Street		Omaha	NE	USA		1482	10/1/2009	9/30/2012	Strip
2725 North Platte Plaza	201 E. Leota Street	Suite 105	North Platte	NE	USA	69101	2001	2/1/2010	1/31/2013	Strip
2841 Elm Street Plaza	2906 S 180th Street		Omaha	NE	USA	68130	2490	7/8/2005	1/31/2011	Strip
2844 Wolf Creek	10531 S. 15th Street	Suite 102	Bellevue	NE	USA	68123	1300	2/1/2010	1/31/2013	Strip
3167 Supercenter Exchange	601 South 26th Street		Norfolk	NE	USA	68701	1600	2/1/2011	1/31/2014	Strip
3202 Columbus Plaza	1012 E. 23rd Street		Columbus	NE	USA	68601	2000	3/31/2006	1/31/2012	Strip
3216 Buffalo Plaza	22 West 56th Street	Suite 106	Kearney	NE	USA	68845	1500	2/1/2011	1/31/2014	Strip
Market Pointe Shopping 3259 Center	72nd & Giles Road 1901 Comhusker Dr., Suite 200		Omaha South Sioux City	NE	USA		1474	10/26/2006	1/31/2012	Strip
3532 South Sioux City SWM	3838 North 168th Street & West Maple		City	NE	USA	68776	1600	12/14/2006	1/31/2012	Strip
The Shoppes at Thomsen 3564 Mile	Street	Suite 1	Omaha	NE	USA	68116	2400	5/5/2011	5/31/2014	Strip
4246 CONESTOGA MALL	3404 WEST 13TH STREET Unit D-39		GRAND ISLAND	NE	USA	68803	617	2/1/2009	1/31/2011	Mall
SouthPointe Pavilions 5314 Shopping Center	2950 Pine Lake Road Unit Suite M		Lincoln	NE	USA	68516	1274	6/1/2009	5/31/2014	Strip
5491 Twin Creek	4005 Twin Creek Drive Unit	Building 5	Bellevue	NE	USA	68123	1500	11/15/2009	1/31/2012	Strip
5492 Starwood Shopping Center	9959 Redick Circle Suite 11		Omaha	NE	USA	68183	2000	4/1/2010	3/31/2012	Strip
6187 Osborne Drive West	4103 Osborne Dr. West		Hastings	NE	USA	68901	2010.57	7/3/2008	7/31/2013	Strip
6723 SWM Grand Island Plaza	2390 Diers Avenue #500	Hwy 281 & W. Capital Ave	Grand Island	NE	USA	68803	1750	9/10/2010	9/30/2015	Strip
6843 Offutt AFB	906 Sac Blvd # 1 99 Rockingham Boulevard	Space E-153	Offutt Afb	NE	USA	68113	1000	10/4/2010	10/3/2012	Strip
188 Mall @ Rockingham Park	310 Daniel Webster Highway		Salem	NH	USA	3079	1296	1/1/2009	1/31/2012	Mall
196 Pheasant Lane Mall		Suite 206	Nashua	NH	USA	3060	1142	2/1/2002	1/31/2012	Mall

774	TJ Maxx Plaza	114 March Avenue			Manchester NH USA	3103	1913	5/1/2007	4/30/2012	Strip
1142	Mall of New Hampshire (The)	1500 South Willow Street	Room S	-147	Manchester NH USA	3103	2000	1/1/2008	1/31/2015	Mall
2226	Durgin Square	1618 Woodbury Avenue			Portsmouth NH USA	3801	1440	2/1/2008	1/31/2013	Strip
2616	Upper Valley Shopping Center	250 Plainfield Rd.			West Lebanon NH USA	3784	2000	2/1/2009	1/31/2014	Strip
2639	Monadnock Marketplace	30 Ashe Brooke Road	Suite D		Keene NH USA	3431	1900	2/1/2009	1/31/2014	Strip
2863	Seacoast Shopping Center	270 Lafayette Road	#	12	Seabrook NH USA	3874	2000	7/1/2009	6/30/2014	Strip
3131	Lowe's Plaza	Route 101-A			Amherst NH USA	3031	1965	12/22/2006	12/31/2011	Strip
3151	Hinsdale SWM / Shoppes @ Georges Field	11 George's Field	Suite A3		Hinsdale NH USA	3451	2626	2/1/2010	1/31/2013	Strip
3286	Walmart Plaza	1458 Lakeshore Rd.			Gilford NH USA	3246	2455	2/1/2009	1/31/2014	Strip
3678	Tri City Plaza	High Street			Somersworth NH USA		2000	7/27/2006	1/31/2012	Strip
4280	STEEPLEGATE MALL	270 LOUDON RD Unit		1008 STEEPLEGATE MALL	CONCORD NH USA	3301	1066	3/1/2001	1/31/2011	Mall
4317	ROCKINGHAM PARK	99 ROCKINGHAM PARK BLVD Unit E233	SP E	-233	SALEM NH USA	3079	763	2/1/2009	1/31/2016	Mall
4353	FOX RUN MALL	SP 314 FOX RUN ROAD Unit G12			NEWINGTON NH USA	3801	1300	1/1/2007	1/31/2012	Mall
4597	PHEASANT LANE	310 DANIEL WEBSTER WHY Unit G-107		E173	NASHUA NH USA	3060	833	2/1/2006	1/31/2013	Mall
4927	Colony Mill Marketplace	222 West Street Unit Suite 40			Keene NH USA	3431	1934	5/1/2008	4/30/2013	Strip
5040	Bedford Grove	7 Colby Court Unit			Bedford NH USA	3110	1600	8/1/2008	7/31/2013	Strip
5142	Hooksett Commons Crossing	204 Quality Drive Unit			Hooksett NH USA	3106	1500	12/1/2008	11/30/2013	Strip
5429	Derry Meadows	35 Manchester Road Unit			Derry NH USA	3038	2000	6/25/2009	6/24/2014	Strip
6177	Meadowbrook Crossing	24 State Rte 101-A	Suite 1240		Amherst NH USA	3031	3247	5/2/2008	5/31/2013	Strip
6232	Littleton Commons	554 Meadow Street			Littleton NH USA	3561	1600	8/14/2008	8/31/2013	Strip
6235	Rochester Crossing	160 Washington St, Ste 610	SR 16 & US R	202	Rochester NH USA	3839	1840	10/2/2008	1/31/2014	Strip
6257	Rockingham Mall S.C	92 Cluff Crossing			Salem NH USA	3079	2107	12/15/2008	1/31/2014	Strip
6277	Lafayette Crossing	1330 Boylston Street	45 Lafayette Ste 12		North Hampton NH USA	3862	1986	9/25/2008	9/30/2013	Strip
6484	Stateline Plaza	4 Plaistow Rd.			Plaistow NH USA	3865	1906	10/29/2009	1/31/2015	Strip
6542	Epping Crossing	25 Fresh River Road Unit 4			Epping NH USA	3042	2576	11/12/2009	11/30/2014	Strip
6545	Fort Eddy Plaza	33 Fort Eddy Rd.			Concord NH USA	3301	2700	11/19/2009	1/31/2015	Strip
6214	Tonelle Avenue	88th Street and Tonelle Ave	2100 88th Street Suite F4		North Bergen NJ USA	7047	2000	7/24/2009	9/30/2014	Strip
4529	Moorestown Mall	400 Route 38 Unit #1760			Moorestown NJ USA	8057	1557	10/1/2002	1/31/2011	Mall
42	Voorhees Town Center	1169 Echelon Mall			Voorhees NJ USA	8043	1360	3/1/2009	1/31/2011	Mall
63	Monmouth Mall	Routes 35 & 36			Eatontown NJ USA	7724	1831	5/1/2004	1/31/2015	Mall
141	Cherry Hill	2000 Cherry Hill Mall	Suite 1036		Cherry Hill NJ USA	8002	1650	1/1/2002	12/31/2011	Mall

**LEASED
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168	Phillipsburg Mall	1200 Highway 22	Space 714	Phillipsburg	NJ USA	8865	1269	2/1/2009	1/31/2011	Mall
172	Freehold Raceway	3710 Route 9	Suite B-128 POB 1213	Freehold	NJ USA	7728	1399	1/1/2009	1/31/2013	Mall
268	Rockaway Town Square	310 Mount Hope Ave, #1005		Rockaway	NJ USA	7866	1196	2/1/2009	1/31/2016	Mall
273	Ocean County Mall	1201 Hooper Avenue		Toms River	NJ USA	8753	1157	5/1/2007	4/30/2014	Mall
426	Eversham Plaza	746 Route 70 East		Marlton	NJ USA	8053	2200	8/1/2010	1/31/2011	Strip
466	Olden Plaza	1638 N. Olden Avenue		Ewing	NJ USA	8638	2000	6/19/2010	6/30/2012	Strip
515	Freehold Raceway Mall	3710 Route 9	POB 1213 Suite 216	Freehold	NJ USA	7728	1563	10/1/2010	1/31/2011	Mall
590	Super 17	501-C Route 17		Paramus	NJ USA	7652	1400	2/1/2010	1/31/2011	Strip
594	Middletown Commons	Route 35 at Twinbrooks Ave.		Middletown	NJ USA	7748	1988	9/1/2008	8/31/2013	Strip
598	Union Shopping Center	2317D US Hwy. 22		Union	NJ USA	7083	2135	10/1/2008	9/30/2013	Strip
603	Midstate Shopping Center	300 Route 18		East Brunswick	NJ USA	8816	2240	3/1/2011	2/29/2016	Strip
609	Brick Plaza	Chambers Bridge Road #12		Brick	NJ USA	8723	1206	1/1/2008	12/31/2012	Strip
613	Blue Star Shopping Center	1701 U.S. Hwy. 22		Watchung	NJ USA	7060	1825	12/1/2007	1/31/2013	Strip
625	St. Georges Crossing	877 St. Georges Ave.		Woodbridge Township	NJ USA	7095	1500	4/1/2009	3/31/2011	Strip
627	Locust Grove Shopping Center	1692 Clements Bridge Rd.	Suite L	Deptford	NJ USA	8096	1520	8/1/2006	7/31/2011	Strip
629	East Gate Plaza	1020 Nixon Drive	Suite 24	Mt. Laurel	NJ USA	8054	1700	8/1/2009	7/31/2011	Strip
726	Wrangleboro Consumer Square	340 Consumer Square		Mays Landing	NJ USA	8330	1300	4/1/2009	3/31/2014	Strip
742	Edgewater Commons	525 River Road		Edgewater	NJ USA	7020	1062	1/1/2008	12/31/2012	Strip
776	Monmouth Consumer Square	310 State Highway 36, Suite 707		W. Long Branch	NJ USA	7764	1050	2/1/2007	1/31/2012	Strip
908	Cumberland Crossing	2208 North Second Street, Suite B-1B		Millville	NJ USA	8332	1840	2/1/2009	1/31/2012	Strip
911	Berlin Circle Plaza	200 Route 73 North, Suite 7E		North Berlin	NJ USA	8091	1600	2/1/2006	1/31/2011	Strip
912	Cross Keys Shopping Center	3501 Route 42, Suite 4F		Tumersville	NJ USA	8012	1600	2/1/2011	1/31/2014	Strip
945	Roxbury Mall	275-260 Rt. 10 East		Succasunna	NJ USA	7876	1500	6/1/2009	5/31/2012	Strip
1016	Hoboken	408 Washington Street		Hoboken	NJ USA	7030	1000	3/1/2009	2/29/2012	Strip
1032	Jersey Garden	Exit 13A off NJ Turnpike		Elizabeth	NJ USA	7201	1093	2/1/2009	1/31/2014	Mall
1054	Quaker Bridge Mall	150 Quakerbridge Mall #b-10 400 Commons Way #403, Ste 327		Lawrenceville	NJ USA	8648	960	11/2/2000	5/31/2011	Mall
1067	Bridgewater Commons			Bridgewater	NJ USA	8807	1580	12/1/2007	1/31/2015	Mall
1204	Moorestown Mall	Route 38 & Lenola Road		Moorestown	NJ USA	8057	1134	2/1/2009	1/31/2011	Mall
1271	Deptford Mall	271 Deptford Mall		Deptford	NJ USA	8096	1303	1/1/2009	1/31/2013	Mall
1279	NJ Highway 22	240 Route 22 and Hillside Avenue		Springfield	NJ USA	7081	2380	1/18/1993	3/30/2013	Strip
1338	Cumberland Mall	3849 S. Delsea Rd		Vineland	NJ USA	8360	1570	2/1/2006	1/31/2012	Mall
1397	Menlo Park Mall	100 Menlo Park		Edison	NJ USA	8817	1642	2/1/2005	1/31/2015	Mall
1461	Woodbridge Mall	107 Woodbridge Drive		Woodbridge	NJ USA	7095	1608	2/1/2001	1/31/2011	Mall
1553	Chester Springs S/C	157 Route 206 South		Chester	NJ USA	7930	1184	2/1/2008	1/31/2013	Strip
1563	Palisades Towne Square	17 West Palisades Avenue		Englewood	NJ USA	7631	1440	2/1/2010	1/31/2012	Strip
1614	Summit Plaza	380 W. Pleasantview Ave.		Hackensack	NJ USA	7602	1450	2/1/2010	1/31/2012	Strip
1698	Westmount Plaza	804-D Route 46 West		Parsippany	NJ USA		1300	10/19/2001	10/18/2011	Strip
1731	ITC Crossing	30 International Dr. South	Space E-2	Flanders	NJ USA	7836	1200	2/1/2008	1/31/2011	Strip
1744	Echelon Village	1100 White Horse Road #136		Vorhees	NJ USA	8043	1300	2/1/2010	1/31/2013	Strip
1746	Crispin Square	Church Road and Maple Avenue		Evesham	NJ USA		1440	12/1/2008	1/31/2012	Strip
1776	Laurel Hill	2001 College Drive		Clementon	NJ USA	8021	2288	2/1/2010	1/31/2012	Strip
1792	Hartford Plaza S/C	601 Evesham Road		Runnemede	NJ USA	8078	1600	11/1/2010	10/31/2012	Strip
1810	Bergen Mall	2701 Bergen Mall	Room 420	Paramus	NJ USA	7652	1165	3/6/2009	6/30/2016	Mall
2223	Clifton Plaza	1006 Route 46 West		Clifton	NJ USA	7015	1629	11/1/2007	10/31/2012	Strip
2232	South Cove Commons	205 LeFante Way		Bayonne	NJ USA	7002	1600	1/1/2008	12/31/2012	Strip
2295	Randolph Shopping Center	138 Center Grove Road		Randolph	NJ USA	7869	1330	4/1/2008	3/31/2013	Strip

2361 Route 17 S/C	91 Rt. 17 South		East Rutherford	NJ USA	7073	1760	5/1/2009	4/30/2014	Strip
2378 Linwood Plaza	150 Linwood Plaza		Fort Lee	NJ USA	7024	1186	2/1/2008	1/31/2013	Strip
2386 Midland Park S/C	85 Godwin Avenue, Unit # 9		Midland Park	NJ USA	7432	2000	2/1/2008	1/31/2013	Strip
2492 Manalapan Epicenter	55 Route 9 South		Manalapan	NJ USA	7726	1500	10/1/2008	9/30/2013	Strip
2512 Centerton Square	26 Centerton Road		Mt. Laurel	NJ USA	8054	2975	12/1/2009	11/30/2012	Strip
2517 Ryders Crossing	376 Ryders Lane		Milltown	NJ USA	8850	2000	2/1/2010	1/31/2011	Strip
2688 Wicks Plaza	561 Route 1 South	Space # E8	Edison	NJ USA	8817	1815	3/1/2009	2/28/2014	Strip
2700 Hadley Shopping Center	4959 Stelton Road @ I -287 Mt. Pleasant Avenue & West		S. Plainfield	NJ USA	7080	2000	2/1/2009	1/31/2014	Strip
2707 Marketplace @ Rockaway Dr.			Rockaway	NJ USA	17866	1994	8/17/2005	1/31/2011	Strip
2903 Lyons Plaza	467 Lyons Ave		Irvington	NJ USA	7112	2000	2/1/2010	1/31/2013	Strip
2973 Boonton Square	308 Woolton St.	Suite 3	Boonton	NJ USA	7005	1440	4/1/2010	3/31/2013	Strip
2977 Riverfront Center	402 Route 3 West	Space B5	Clifton	NJ USA	7666	2000	11/27/2006	1/31/2012	Strip
3031 Bergenline	6001 Bergenline Avenue		West New York	NJ USA	7093	2500	11/1/2007	10/31/2014	Strip
3084 Lanes Mill Marketplace	4803 US Hwy Rt. 9		Howell	NJ USA	7731	2200	4/1/2010	3/31/2015	Strip
3126 Waynechester	1612 Route 23 N.		Wayne	NJ USA	7093	1800	5/1/2010	5/31/2015	Strip
3218 Garden State Racetrack	Rte 70 & Haddonfield Rd		Cherry Hill	NJ USA	8002	1627	12/8/2006	1/31/2012	Strip
3318 121 E. Broad Street	121 E Broad Street		Westfield	NJ USA	7090	2000	6/1/2005	1/31/2011	Strip
3340 Broad Street	128 Broad Street		Elizabeth	NJ USA	7201	3125	10/1/2010	1/31/2011	Strip
3504 Columbia Park	3131 Kennedy Boulevard		North Bergen	NJ USA	7047	3000	4/6/2006	4/30/2011	Strip
3624 Cedar Hill S/C	156 Rt. 73		Voorhees	NJ USA	8043	1426	3/9/2006	3/31/2011	Strip
3655 Center	300 Route 130 417 Valleybrooke Ave, Suite 6		Delran	NJ USA	8075	1600	9/15/2006	9/30/2011	Strip
3755 Lyndhurst T/C			Lyndhurst	NJ USA	7071	1880	10/26/2006	2/1/2012	Strip
3756 Daibes Square	273 Livingston Ave		Northvale	NJ USA	7647	1420	8/4/2007	8/31/2012	Strip
3952 Village at Livingston	277 Eisenhower Parkway		Livingston	NJ USA		1600	9/21/2007	9/30/2012	Strip
3979 Colonial Shopping Center	1121 Regent Plaza RT 34 RTS 35 & 36 Unit Store # 2127	Unit 1112E	Aberdeen	NJ USA	7747	1500	8/3/2007	8/2/2012	Strip
4009 MONMOUTH MALL	1201 HOOPER AVE Unit 1067		EATONTOWN	NJ USA	7724	1033	7/2/2003	7/31/2013	Mall
4045 OCEAN COUNTY MALL			TOMS RIVER	NJ USA	8753	1201	8/1/2007	7/31/2017	Mall
		SPACE 121 HAMILTON							
4046 HAMILTON MALL	100 BLACKHORSE PIKE Unit 121	MALL	MAYS LANDING	NJ USA	8330	863	2/1/2009	1/31/2011	Mall
4087 PARAMUS PARK	1370 Paramus Park 514 PHILLIPSBURG MALL		PARAMUS	NJ USA	7652	1000	2/1/2010	1/31/2012	Mall
4088 PHILLIPSBURG MALL	Unit 514	1200 HW22	PHILLIPSBURG	NJ USA	8865	1016	9/24/2009	1/31/2011	Mall

4168	LIVINGSTON MALL	112 EISENHOWER PKWY #2047A
4187	WOODBIDGE CENTER	355 WOODBIDGE CENTER DRIVE Unit
4189	DEPTFORD MALL	1750 DEPTFORD CENTER RD. Unit 1B-6
4228	ROCKAWAY TOWNSQUARE MALL	301 MT. HOPE AVE, #2073
4235	GARDEN STATE PLAZA	ROUTES 4 & 17 Unit T5
4260	NEWPORT CENTRE	30-146A MALL DRIVE Unit A-46A
4288	HAMILTON MALL	100 BLACKHORSE PIKE Unit
4330	BRUNSWICK SQUARE	755 RT 18 Unit 764
4397	ROCKAWAY TOWNSQUARE MALL	301 MT. HOPE AVE, #2073
4442	WILLOWBROOK MALL	1336 WILLOWBROOK MALL Unit
4474	LIVINGSTON MALL	112 Eisenhower Pkwy #1037
4489	GARDEN STATE PLAZA	RTS. 4 & 17 Unit 1029
4526	BURLINGTON CENTER MALL (NJ)	2501 BURLINGTON/MT. HOLLY RD Unit
4627	Hudson Mall	701 Route 440 Unit 14
4628	Shore Mall Shopping Center	6725 Black Horse Pike Unit 45
4638	JERSEY GARDENS MALL	651 KAPKOWSKI ROAD Unit 2456
4658	RAINTREE TOWNE CENTER	9 VILLAGE CENTER DRIVE Unit E02
4659	CHERRYWOOD PLAZA	1468 BLACKWOOD-CLEMENTON ROAD Unit
4660	Westmont Plaza	676 W. Cuthbert Blvd. Unit 614, plot 11
4663	Crossroads Plaza	New Jersey State Highway Route 38 Unit
4675	Nassau Park Shopping Center	651 Nassau Park Blvd. Unit 16
4676	Ellisburg Shopping Center	1604 KINGS HIGHWAY Unit 17
4687	HOLMDEL PLAZA	2143 UNION AVE. Unit 2
4694	Bridgewater Towne Center	726 Route 202 Unit
4697	Preakness Shopping Center	1210 Hamburg Tpk. Unit 25A
4712	Aviation Plaza	695 W Edgar Road Unit
4718	Rio Grande Plaza	1500 Route 47 South Unit C-7
4720	Old Bridge Shopping Center	1114 Route 9 South Unit store #2
4738	Centennial Plaza	Centennial Avenue Unit
4749	East Windsor Village	72 Princeton-Heightstown Road Unit
4751	Hamilton Marketplace S/C	146 Marketplace Blvd
4756	Hillsborough Promenade	Route 206 & Falcoln Road Unit
4759	Interstate Plaza Shopping Center	25 Interstate Shopping Center Unit Unit 11
4765	Bernardsville Centre	80 Morristown Road Unit Unit 6
4771	Watchung Square	Route 22 and Grey Street Unit
4780	Flemington Circle S/C	276 US Highway 201/31 Unit Suite 5
4785	Seaview Square	Route 66 (Asbury Avenue) Unit
4948	Garwood Mall	300 South Avenue Unit
4956	Union/Wal-Mart	Union 22 Plaza Unit
4959	Renaissance Plaza	40 North New York Ave. Unit #5
4980	Lowe's Home Improvement Center	67 US Highway 9 S Unit
4987	Collegietown Shopping Center	721 Delsea Drive Unit Store #7
5094	Howell Consumer Square	4709 Route 9 North Unit
5113	Wal-Mart Plaza - NJ	Rt 513 Unit
5136	Cherry Hill Shopping Center	500 Route 38 Unit 2
5475	Ocean Heights Plaza	15 Bethel Road Unit 8
5580	Mansfield Commons	1885 State Rte 57, Unit 345
5606	Audubon Crossing	130 Black Horse Pike Unit C-5
5617	5611 Bergenline Avenue	5611 Bergenline Avenue
5841	Newark CBD	786 Broad St.
5848	Morris Hills Shopping Center	3185 US Route 46
6005	Newport Centre	30 Mall Drive W
6007	Acme Commons	266 Rising Sun Rd
6010	Deptford Landing	Clements Bridge Rd. & Rt. 42
6014	Mall @ Mill Creek	200 Mill Creek Drive
6049	Washington Center	415 Egg Harbor Rd Ste 29A
6051	Town Square Plaza	711 E. Evesham Ave. #10
6085	Hillside Shopping Center	1114 Liberty Ave
6154	Colonial Shopping Center	299 Rt. 22 East
6176	Paterson CBD	217 Main Street
6180	The Shoppes at North Brunswick	Rts 1 & 130
6181	Neptune Shopping Center	Intersection of Rt. 35 & 3rd Ave.
6202	Plaza 46	1680 or 1750 US Route 46
6265	Ocean Township Town Center	501 Route 9 Suite 340
6268	Lodi Shop Rite Shopping Center	147 Main Street
6271	Plaza 35	1825 Route 35, #24
6272	Bayonne CBD	487 Broadway

6273	Franklin Lakes Shopping Center	860 Franklin Ave.
6325	Millburn Shopping Center	730 Morris Turnpike
6327	West Caldwell Plaza	749 Bloomfield Ave
6328	Brick Church Plaza	523 Main Street
6384	Shop Rite Shopping Center	771 Roosevelt Ave.

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

	LIVINGSTON	NJ USA	7039	1305	2/1/2011	1/31/2013	Mall
	WOODBIDGE	NJ USA	7095	2000	8/25/2001	3/31/2011	Mall
	2 B19 DEPTFORD	NJ USA	8096	1214	1/1/2009	12/31/2013	Mall
	ROCKAWAY	NJ USA	7866	1706	12/1/2010	1/31/2011	Mall
	PARAMUS	NJ USA	7652	1941	10/1/2010	9/30/2015	Mall
	JERSEY CITY	NJ USA	7310	1535	2/1/2008	1/31/2015	Mall
STORE 220	MAYS LANDING	NJ USA	8330	1455	4/21/2008	4/30/2015	Mall
	EAST BRUNSWICK	NJ USA	8816	1413	7/1/2010	6/30/2013	Mall
	ROCKAWAY	NJ USA	7866	1000	2/1/2011	1/31/2014	Mall
	WAYNE	NJ USA	7470	1335	12/1/2008	1/31/2012	Mall
	LIVINGSTON	NJ USA	7039	710	8/1/2000	1/31/2011	Mall
GARDEN STATE PLAZA	PARAMUS	NJ USA	7652	1258	1/1/2011	1/31/2011	Mall
	BURLINGTON	NJ USA	8016	900	2/1/2008	1/31/2011	Mall
Space 14	Jersey City	NJ USA	7034	1939	10/1/2007	1/31/2011	Mall
	Egg Harbor Township	NJ USA	8234	2230	9/1/2010	8/31/2013	Mall
	ELIZABETH	NJ USA	7201	1137	2/1/2009	1/31/2014	Mall
	FREEHOLD	NJ USA	7728	1762	12/1/2008	11/30/2011	Mall
	GLOUCESTER	NJ USA	8021	1500	5/1/2009	4/30/2011	Mall
	Westmont	NJ USA	8108	2000	12/1/2008	1/31/2012	Strip
	Hainesport	NJ USA		1500	4/9/2003	4/9/2013	Strip
	West Windsor	NJ USA	8550	1240	3/1/2007	2/29/2012	Strip
	Cherry Hill	NJ USA	8034	2065	7/1/2009	6/30/2011	Strip
	HOLMDEL	NJ USA	7723	2000	9/1/2006	8/31/2011	Strip
	Bridgewater	NJ USA	8807	1400	4/1/2009	3/31/2012	Strip
	Wayne	NJ USA	7470	1826	3/7/2009	1/31/2015	Strip
	Linden	NJ USA	7036	1600	8/1/2010	7/31/2013	Strip
	Rio Grande	NJ USA	8242	2400	11/23/2001	11/30/2011	Strip
	Old Bridge	NJ USA	8857	1675	2/1/2010	1/31/2013	Strip
	Piscataway	NJ USA		1405	7/1/2010	6/30/2013	Strip
	East Windsor	NJ USA	8520	1760	7/1/2007	6/30/2012	Strip
	Hamilton	NJ USA	8691	1200	1/1/2009	12/31/2013	Strip
	Hillsborough	NJ USA	8876	2000	1/1/2008	12/31/2012	Strip
1205 Highway 17 South	Ramsey	NJ USA	7446	2225	6/1/2007	5/31/2012	Strip
Unit 6	Bernardsville	NJ USA	7924	1675	8/1/2010	7/31/2012	Strip
	Watchung	NJ USA	8536	1650	11/1/2007	10/31/2012	Strip
	Flemington	NJ USA	8822	1800	9/1/2008	8/31/2013	Strip
	Ocean Township	NJ USA		1725	3/1/2008	2/28/2013	Strip
	Ganwood	NJ USA	7027	1000	8/1/2008	7/31/2013	Strip
950 Springfield Road	Union	NJ USA	7083	1563	6/12/2008	6/11/2013	Strip
	Atlantic City	NJ USA	8401	1227	6/1/2008	5/31/2013	Strip
	Morganville	NJ USA	7751	1857	7/1/2008	6/30/2013	Strip
	Glassboro	NJ USA	8028	1080	5/1/2008	4/30/2013	Strip
	Howell	NJ USA	7731	1300	6/1/2009	5/31/2014	Strip

	Clinton	NJ USA	8809	2000	3/1/2009	2/28/2012	Strip
	Cherry Hill	NJ USA	8002	1640	2/1/2009	1/31/2014	Strip
	Somers Point	NJ USA	8244	1600	1/1/2010	1/31/2013	Strip
	Hackettstown	NJ USA	7840	1200	8/1/2010	7/31/2012	Strip
Ste 314	Audubon	NJ USA	8106	1800	2/1/2011	1/31/2014	Strip
	West New York	NJ USA		1800	9/23/2005	9/30/2015	Strip
	Newark	NJ USA		1971	11/1/2007	10/31/2017	Strip
	Parsippany	NJ USA	7054	2200	10/1/2007	1/31/2013	Strip
Space #B 06	Newport	NJ USA		807	5/5/2008	5/31/2015	Mall
	Bordentown	NJ USA	8505	1340	11/29/2007	11/30/2012	Strip
	Woodbury	NJ USA	8096	1750	12/11/2008	1/31/2014	Strip
Unit D	Secaucus	NJ USA		1564	11/21/2007	11/30/2012	Strip
	Sewell	NJ USA	8080	1200	3/20/2008	3/31/2013	Strip
Evesham Ave. at White Horse Pike	Somerdale	NJ USA	8083	2000	12/6/2010	1/31/2016	Strip
	Hillside	NJ USA	7205	1608	12/19/2007	12/18/2012	Strip
Suite B5	Green Brook	NJ USA	8812	2000	3/20/2008	3/31/2013	Strip
	Patterson	NJ USA		2000	4/30/2008	5/31/2013	Strip
	North Brunswick	NJ USA		1487	6/12/2008	6/30/2013	Strip
116 Third Ave	Neptune City	NJ USA	7753	2250	6/16/2008	6/15/2013	Strip
	West Paterson	NJ USA	7424	5439	8/23/2008	8/31/2018	Strip
Rt. 9 between Volunteer Way & Memorial Drive	Waretown	NJ USA	8758	1800	11/25/2008	11/30/2013	Strip
	Lodi	NJ USA	7644	2034	2/1/2009	2/28/2014	Strip
	Wall Township	NJ USA	7719	2500	10/23/2008	1/31/2014	Strip
	Bayonne	NJ USA	7002	1600	10/15/2008	1/31/2019	Strip
	Franklin Lakes	NJ USA	7417	2000	7/9/2010	7/31/2015	Strip
	Short Hills	NJ USA	7078	2000	10/6/2008	10/31/2013	Strip
	West Caldwell	NJ USA	7006	1914	4/15/2009	6/30/2014	Strip
	East Orange	NJ USA	7018	1480	5/7/2009	1/31/2014	Strip
	Carteret	NJ USA	7008	1800	11/5/2009	1/31/2015	Strip

**LEASED
PROPERTIES**

**SCHEDULE 3.5(b)
(ii)**

6424 Hazlet (Kmart) S/C	3024-A Rt.35 South		Hazlet	NJ	USA	7730	2500	12/29/2008	3/31/2014	Strip
6454 3707 Bergenline Ave.	3707 Bergenline Ave		Union City	NJ	USA	7087	1600	1/1/2009	1/31/2014	Strip
6489 Essex Green	495 Prospect Ave., Ste 506		West Orange	NJ	USA	7052	1772	8/6/2009	8/31/2014	Strip
		Schalks Crossing Rd. & Scudders Mill Rd.								
6549 Plainsboro Plaza	10 Schalks Crossing Rd Ste 301 A		Plainsboro	NJ	USA	8536	1655	5/13/2010	5/31/2015	Strip
6581 Tice's Corner Commons at Manahawkin	435 Chestnut Ridge Road		Woodcliff Lakes	NJ	USA	7677	1978	9/30/2009	1/31/2015	Strip
6605 Village	733 Rt. 72 West	715 Rt. 72 West Manahawkin		NJ	USA	8050	1800	5/1/2010	6/30/2015	Strip
6625 Mall at Short Hills	1200 Morris Turnpike, #C100		Short Hills	NJ	USA	7078	1157	3/29/2010	1/31/2015	Mall
6669 Sussex County Mall	15 Hampton House Rd.		Newton	NJ	USA	7860	1840	9/23/2010	9/30/2015	Strip
6765 The Promenade	325 Promenade Blvd.		Bridgewater	NJ	USA	8807	2152			Strip
6766 Journal Square	2825 John F. Kennedy Blvd		Jersey City	NJ	USA	7360	1620			Strip
The Shoppes at 6776 Cinnaminson	195 Route 30		Cinnaminson	NJ	USA	8077	1600			Strip
6777 Byram Plaza	90 Route 206		Stanhope	NJ	USA	7874	2000			Strip
6796 Morris Plains	1177 Route 10E Unit 10		Morris Plains	NJ	USA	7950	1600			Strip
6826 McGuire AFB	Bldg. 3452 Broidy Rd.		McGuire AFB	NJ	USA	8641	1225	10/4/2010	10/3/2012	Strip
6948 Convery Plaza	365 Convery Blvd.		Perth Amboy	NJ	USA	8861	1440			Strip
6951 Rutgers Plaza	940 Eastem Ave.		Somerset	NJ	USA	8873	1988			Strip
7055 Cross Keys Plaza	3501 Rt. 42		Turnerville	NJ	USA	8012	3690	2/23/2008	1/31/2014	Strip
	Southwest Corner of NJ route 1 and									
7056 Mercer Mall	Quakerbridge rd.		Lawrenceville	NJ	USA	8648	4000	11/20/2007	1/31/2018	Strip
Sante Fe Place fka Villa 1293 Linda Mall	4250 Cerillos Road		Santa Fe	NM	USA	87505	1259	2/1/2010	1/31/2011	Mall
1611 Paseo Del Norte	9311 Coors Blvd #01-3		Albuquerque	NM	USA	87114	2127	10/1/2010	9/30/2013	Strip
1638 Towne Park	330 Eubank NE		Albuquerque	NM	USA	87123	1750	6/1/2010	5/31/2012	Strip
2270 Coors & Central	111 Coors Blvd. Ste. C5 & C6		Albuquerque	NM	USA	87121	2340	11/1/2007	10/31/2012	Strip
Montgomery Plaza / Sheffield 2294 SQ	4411 San Mateo NE. Space E-8		Albuquerque	NM	USA	87109	1988	2/1/2008	1/31/2013	Strip
2343 Sycamore Plaza	8030 Academy Road, N.E. Suite D		Albuquerque	NM	USA	87111	2315	3/1/2008	2/28/2013	Strip
2633 Las Cruces Walmart	1455 Hickory Drive	Suite 4	Las Cruces	NM	USA		1500	2/1/2010	1/31/2013	Strip
Los Lunas Walmart / Sun 2683 Ranch	2270 Main Street NW	Suite B	Los Lunas	NM	USA	87031	1200	7/1/2009	6/30/2014	Strip
2685 Roswell Plaza	4504 N. Main	Suite B	Roswell	NM	USA	88201	1200	10/1/2009	9/30/2012	Strip
2695 Foothills Shopping Center	11231 Menaul NE		Albuquerque	NM	USA	87112	1500	3/1/2009	2/28/2014	Strip
2759 Clovis Wal-Mart	3900 N. Prince Street	Space A	Clovis	NM	USA	88101	1440	6/1/2009	5/31/2014	Strip
Las Cruces Wal-Mart/Walton 2782 Street S/C	550 Walton Boulevard	Suite 100	Las Cruces	NM	USA	88001	2000	11/1/2009	10/31/2012	Strip
Alamogordo Shopping 2806 Center	US Hwy 54 & 1st St.		Alamogordo	NM	USA		1400	8/17/2006	8/31/2011	Strip
2819 College Plaza	2010 Cerillos Road	Unit 8	Santa Fe	NM	USA	87505	2000	8/1/2009	7/31/2011	Strip
Zuni San Mateo Shopping 2965 Center	5555 Zuni Road SE	Suite 6	Albuquerque	NM	USA	87108	1200	2/1/2010	1/31/2013	Strip
3214 Albuquerque S/C	6501 Menaul NE		Albuquerque	NM	USA	87110	3920	2/1/2011	1/31/2014	Strip
3694 Gallup Shopping Center	N/A		Gallup	NM	USA	87305	2000	11/16/2006	1/31/2012	Strip
	700 S TELSHOR BLVD SPACE 1492 Unit									
4215 MESILLA VALLEY	1492		LAS CRUCES	NM	USA	88011	1550	9/1/2010	1/31/2011	Mall
4290 COTTONWOOD MALL (NM)	10000 CORES BYPASS Unit G-211	SPACE G-211	ALBUQUERQUE	NM	USA	87114	1517	2/1/2007	1/31/2014	Mall
4333 ANIMAS VALLEY MALL	4601 MAIN STREET Unit 700	SPACE #700	FARMINGTON	NM	USA		863	1/1/2011	1/31/2011	Mall
	2809 NORTH PRINCE STREET SPACE									
4395 NORTH PLAINS MALL	1115 Unit 1115		CLOVIS	NM	USA		1470	1/1/2011	1/31/2011	Mall

LEASED PROPERTIES

4254 MEADOWOOD MALL	5116 MEADOWOOD MALL CIRCLE	Unit B112	RENO	NV USA	89502	1252	2/1/2008	1/31/2012	Mall
4267 MEADOWS, THE	4300 MEADOW LANE Unit 110	SUITE 1214	LAS VEGAS	NV USA	89107	1351	8/1/2007	7/31/2017	Mall
4285 FASHION SHOW	3200 LAS VEGAS BLVD Unit	S, SPA -31	LAS VEGAS	NV USA	89109	1139	11/1/2010	1/31/2013	Mall
4402 GALLERIA AT SUNSET	1300 W. SUNSET RD. Unit 2429	SUITE 2429	HENDERSON	NV USA	89014	1507	4/1/2007	3/31/2014	Mall
5294 Southforke Pointe	9975 S. Eastern Avenue Unit Suite 125		Henderson	NV USA	89112	1023	9/1/2009	8/31/2012	Strip
5326 Eastgate Power Center	560 S. Marks Street Unit Suite F		Henderson	NV USA	80914	1567	4/20/2009	4/19/2012	Strip
5477 Food 4 Less	2585 Nellis Boulevard Unit Suite 4		Las Vegas	NV USA	89121	1110	9/1/2009	8/31/2012	Strip
5515 Horizon Town Center	1221 S. Boulder Highway Unit 1002		Henderson	NV USA	89015	1437	12/1/2009	1/31/2013	Strip
5538 Centennial Center	7950 West Tropical Parkway Unit 130		Las Vegas	NV USA	89149	1704	6/14/2010	6/30/2012	Strip
5867 Arroyo Commons	7290 Arroyo Crossing Pkwy	Ste 130	Las Vegas	NV USA	89113	1300	5/15/2008	5/31/2013	Strip
6036 Fallon Plaza	2397 Casey Rd	Suite 102	Fallon	NV USA	89406	1200	2/22/2008	2/21/2013	Strip
6068 Legends at Sparks Marina	1565 E Lincoln Way 2370 E Serene Ave Suite 240 S	Ste 113	Sparks	NV USA	89434	1600	6/18/2009	6/30/2014	Strip
6239 Eastern Beltway			Las Vegas	NV USA	89123	2480	7/30/2008	10/31/2013	Strip
6427 SWM North Mesa Plaza	1735 W. Craig Rd.	Unit 3	North Las Vegas	NV USA	89032	1632	5/29/2009	5/31/2014	Strip
6742 SWM Rainbow Springs S/C	7017 Spring Mountain Rd. Suite 120A		Las Vegas	NV USA	89147	1300			Strip
6815 Nellis AFB	4311 N. Washington Blvd.		Nellis AFB	NV USA	89191	895	10/4/2010	10/3/2012	Strip
4781 6690 Niagara Falls Blvd.	6690 Niagra Falls Blvd. Unit		Niagara Falls	NY USA	14304	1200	10/3/2002	10/31/2012	Strip
36 Jefferson Valley Mall	650 Lee Boulevard	Unit G -10	Yorktown	NY USA	10598	1200	2/1/2008	1/31/2015	Mall
219 Boulevard Mall	750 Alberta Drive	Suite #447	Buffalo	NY USA	14226	1700	5/1/2002	4/30/2012	Mall
224 Smith Haven Mall	260 Smith Haven Mall	Space #L18	Lake Grove	NY USA	11755	1577	6/24/2002	1/31/2013	Mall
266 Staten Island Mall	2655 Richmond Avenue , # T - 109		Staten Island	NY USA	10314	1404	10/1/2003	9/30/2011	Mall
278 Wilton Mall at Saratoga	365 Route 50 #A-11 Route 50		Saratoga Springs	NY USA	12066	1560	1/1/2009	3/31/2012	Mall
319 Sunrise Mall	Carmans Road and Sunrise Highway		Massapequa	NY USA	11758	1403	3/1/2001	2/28/2011	Mall
374 Eastern Hills	4545 Transit Road	Room 716	Williamsville	NY USA	14221	1060	4/1/2010	1/31/2011	Mall
383 Broadway - Hicksville	211 Broadway Mall		Hicksville	NY USA	11801	1077	11/20/2000	1/31/2011	Mall
385 Greeceridge Mall	271 Greeceridge Center		Greece	NY USA		1517	8/1/2010	7/31/2015	Mall
386 Eastview Mall	7979 Victor-Pittsford Road		Victor	NY USA	14564	1170	8/1/2010	7/31/2014	Mall
388 Market Place Mall	1 Miracle Mile Dr.		Rochester	NY USA	14623	1266	3/1/2011	2/28/2016	Mall
586 Caldor Shopping Center	3578 Long Beach Road		Oceanside	NY USA	11572	1420	6/1/2009	5/31/2012	Strip
589 Parkway Plaza	207-B Glen Cove Rd.		Carle Place	NY USA	11514	1950	10/1/2010	9/30/2013	Strip
596 Sunrise Bend Center	6150 Sunrise Hwy.		Massapequa	NY USA	11758	2200	11/1/2008	1/31/2014	Strip
601 Yonkers S.C.	2347 Central Park Ave.		Yonkers	NY USA	10710	2045	9/16/2003	3/14/2011	Strip
602 Bayshore Plaza	1675 Sunrise Hwy. 1724 Veterans Memorial Hwy.		Bayshore	NY USA	11706	1290	2/1/2006	1/31/2011	Strip
604 Islandia Shopping Center			Islandia	NY USA	11722	1600	3/1/2009	2/28/2014	Strip
611 West Hempstead S/C-aka- Hampstead	466 Hempstead Turnpike		West Hempstead	NY USA	11552	1370	6/1/2011	5/31/2014	Strip
618 Queens Center	91-31 Queens Blvd.		Elmhurst	NY USA	11373	1700	1/1/2006	1/31/2011	Strip
630 Fordham Road	2485 Grand Concourse		Bronx	NY USA	10468	1200	2/1/2011	1/31/2014	Strip
665 Myrtle Ave.-Ridgewood	57-20 Myrtle Ave.		Ridgewood	NY USA	11385	1540	11/1/2008	10/31/2013	Strip
667 Westchester Ave.-Bronx Smith Grove Shopping Center	418 Westchester Ave. 117 Alexander Avenue		Bronx	NY USA	10455	1825	9/1/2008	8/31/2013	Strip
709			Lake Grove	NY USA	11755	1500	8/1/2003	7/31/2011	Strip
804 Shops at Richmond Ave.	2505 Richmond Ave.		Staten Island	NY USA	10314	1200	12/1/2007	4/30/2013	Strip
858 Caldor Shopping Center	230 East Route 59		Nanuet	NY USA	10954	1750	10/1/2009	9/30/2014	Strip
1012 2764 Broadway	2764 Broadway		New York	NY USA	10172	1500	10/1/2008	9/30/2018	Strip
1015 Forest/Continental	107-27 71st Avenue		New York	NY USA	11375	1700	1/1/2009	12/31/2013	Mall
1025 153 7th Street	153 7th Avenue		Brooklyn	NY USA	11215	1200	4/1/2009	3/31/2014	Strip

1036 Fresh Meadows	61-38 190th Street	Fresh Meadows	NY USA	11365	1854	5/1/2010	1/31/2011	Strip
1038 Steinway Street	31-58 Steinway Street	Astoria	NY USA	11102	2250	1/1/2010	1/31/2015	Strip
1044 2330 Broadway	2322 Broadway	New York	NY USA	10024	1500	6/15/2009	6/14/2019	Strip
1045 Harlem	243 West 125th Street	New York	NY USA		1100	2/1/2010	1/31/2011	Strip
1046 86th Street/Bayridge	443-86th Street	Brooklyn	NY USA	11209	1950	6/1/2010	5/31/2012	Strip
1049 Roosevelt	136-51 Roosevelt Ave	Flushing	NY USA	11354	1500	2/1/2010	1/31/2013	Mall
1052 Court Street	116 - 116A Harry L. Drive & Reynolds Rd.	Brooklyn	NY USA	11201	1055	4/15/2011	4/14/2014	Strip
1143 Oakdale Mall		Johnson City	NY USA	13790	1360	2/1/2001	1/31/2011	Mall
1242 Kings Plaza	5130 Kings Plaza # 105	Brooklyn	NY USA	11234	1265	6/9/2003	1/31/2014	Strip
1287 Green Acres Mall	1120 Green Acres Mall	Valley Stream	NY USA	11581	1211	2/1/2004	1/31/2014	Mall
1324 124 E. 86th Street	124 E. 86th Street	New York	NY USA	10028	2500	5/1/1993	9/29/2012	Strip
1331 Newburgh Mall	1067 Union Avenue	Newburgh	NY USA	12550	1662	2/1/2008	1/31/2015	Mall
1363 1282 Broadway	1282 Broadway	New York	NY USA	10001	2000	7/1/2005	6/30/2015	Strip
1432 South Shore Mall	1701 Sunrise Highway	Bay Shore	NY USA	11706	1180	5/1/2000	1/31/2011	Mall
1556 Southport S/C	999-07 Mantauk Highway	Shirley	NY USA	11967	1275	1/1/2008	12/31/2012	Strip
1594 The Hub	166 Fulton Avenue	Hemstead	NY USA	11550	1800	6/1/2008	5/31/2013	Strip
1625 Delco Plaza	285-10 Broadway 93 West Campbell Road #F132	Hicksville	NY USA	11801	1880	2/1/2010	1/31/2013	Strip
1821 Rotterdam Square		Schenectady	NY USA	12306	1540	11/1/2010	1/31/2011	Mall
1956 Galleria @ White Plains	100 Main Street #201	White Plains	NY USA	10601	1437	10/1/2008	9/30/2015	Mall
1980 Cross County Center	3 Xavier Drive 2730 Delaware Ave. Ste. 700	Yonkers	NY USA	10704	1597	10/1/2006	1/31/2014	Mall
2237 Delaware & Kenmore		Buffalo	NY USA	14216	1884	2/1/2008	1/31/2013	Strip
2239 Latham Farms	579 Troy-Schenectady Road, Suite 110	Latham	NY USA	12110	3000	10/13/2009	1/31/2015	Strip
2241 New Paltz Plaza	13 New Paltz Plaza	New Paltz	NY USA	12561	1200	2/1/2008	1/31/2013	Strip
2242 South Road Square	804 A South Road (Rt. 9)	Poughkeepsie	NY USA	12601	1800	2/1/2008	1/31/2013	Strip
2244 Thruway Plaza	740A Thruway Plaza Drive 3195-3201 Southwestern Blvd.	Cheektowaga	NY USA	14225	1884	2/1/2009	1/31/2014	Strip
2269 Crossroads Centre		Orchard Park	NY USA	14127	1800	2/1/2009	1/31/2014	Strip
2276 Mayfair S/C	1710 Jericho Turnpike , Space 11	Commack	NY USA	11725	2000	8/1/2008	7/31/2013	Strip
2278 Merrick Commons	1666 Merrick Road #009	Merrick	NY USA	11566	1143	2/1/2008	1/31/2013	Strip
2324 Parkchester CBD	1449 Metropolitan Avenue Suite C-5	Bronx	NY USA	10462	1624	10/1/2008	9/30/2013	Strip
2325 Suffolk Plaza	4048 Nesconset Hwy	East Setauket	NY USA	11733	1720	5/1/2008	4/30/2013	Strip
2326 Tops Plaza	702 S. Meadow Street	Ithica	NY USA	14850	1600	2/1/2009	1/31/2011	Strip
2327 Wegman's Plaza	1575 Military Road	Niagra Falls	NY USA	14304	1350	2/1/2009	1/31/2014	Strip
2328 Woodbury Center	17 Centre Drive	Central Valley	NY USA	10917	1473	2/1/2009	1/31/2012	Strip

**LEASED
PROPERTIES**

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2338 Greenlawn Plaza	741 Pulaski Road		Greenlawn	NY USA	11740	1632	4/1/2008	3/31/2013	Strip
2347 King Kullen	215 W. Merrick Road		Valley Stream	NY USA	11580	1440	2/1/2009	1/31/2014	Strip
2348 Panorama Plaza	1601 Penfield Road		Penfield	NY USA	14526	2000	2/1/2008	1/31/2013	Strip
2359 Hylan Plaza S/C	2260 Hylan Boulevard, Hylan Plaza		Staten Island	NY USA	10306	2449	6/1/2008	5/31/2013	Strip
2360 Jerome Avenue	3455 Jerome Avenue		Bronx	NY USA	10467	2232	3/1/2008	2/28/2013	Strip
2387 Spring Valley Market Place	24 Spring Valley Marketplace		Spring Valley	NY USA	10977	1728	9/1/2008	8/31/2011	Strip
2388 Thomwood Town Center	992 Broadway		Thomwood	NY USA	10594	1320	2/1/2009	1/31/2014	Strip
2490 Eastridge Plaza	705 Ridge Road East, Ste. 3		Irondequoit	NY USA	14621	2088	2/1/2009	1/31/2014	Strip
2491 Park Clocktower Plaza aka Ozone	9110 Atlantic Avenue		Jamaica	NY USA	11416	2481	8/1/2008	7/31/2013	Strip
2513 New Horizons S/C	6 Horizon Plaza		Bronx	NY USA	10460	1813	2/1/2010	1/31/2013	Strip
2531 Baytowne Plaza	1900 Empire Blvd.		Webster	NY USA	14580	1260	2/1/2009	1/31/2014	Strip
2532 44 Plaza S/C	47 Burnett Blvd.	Suite 10	Poughkeepsie	NY USA	12603	1500	11/1/2008	10/31/2013	Strip
2533 Stop & Shop S/C	385 Route 25 - A	Suite 12	Miller Place	NY USA	11764	1875	2/6/2009	1/31/2012	Strip
2605 Plaza Nassau Mall/aka Crescent	3513 Hempstead Turnpike		Levittown	NY USA	11756	2250	9/1/2008	8/31/2013	Mall
2636 Centereach Mall	201 Middle Country Rd.		Centereach	NY USA	11720	1400	2/1/2009	1/31/2014	Strip
2659 Center Lake Success Shopping	1542 Union Turnpike		New Hyde Park	NY USA	11040	2600	2/1/2009	1/31/2014	Strip
2687 Tower Square	51 - 06 B Northern Blvd		Woodside	NY USA	11377	2500	10/1/2008	9/30/2013	Strip
2709 University Plaza	3500 Main Street	Suite 500	Amherst	NY USA	14226	2070	2/1/2010	1/31/2012	Strip
2790 Cortlandt Town Center	3159 East Main Street	Suite A-4	Mohegan Lake	NY USA	10547	2000	8/1/2009	7/31/2012	Strip
2850 Atlantic Terminal	139 Flatbush Ave		Brooklyn	NY USA	11217	1200	7/27/2004	7/31/2014	Strip
2861 Bay Plaza Center	2220 Bartow Ave	Space 220	Bronx	NY USA	10475	2276	4/7/2009	4/30/2016	Strip
2939 Kings Highway	1210 Kings Highway		Brooklyn	NY USA	11229	2250	8/1/2009	1/31/2012	Strip
2943 Peter Cooper Village	324 First Avenue		New York	NY USA	10009	1796	6/1/2010	5/31/2015	Strip
2980 Hauppauge Shopping Center	393 Nesconset Hwy	Space #3	Hauppauge	NY USA	11788	1936	7/1/2010	1/31/2011	Strip
3085 Cor Center Super Walmart @ Erwin aka	3159 Silverback Lane	Ste 103	Painted Post	NY USA	14870	1800	4/7/2005	1/31/2011	Strip
3191 Cicero Marketplace	8072 Brewerton Road	Suite 100	Cicero	NY USA	13039	2000	12/1/2010	11/30/2012	Strip
3207 Westchester Westchester & Southern aka	1030 Westchester Avenue		Bronx	NY USA	10459	1800	3/1/2010	2/28/2013	Strip
3209 Rotterdam / Hannaford Plaza	1456 Altamont Avenue		Schenectady	NY USA	12303	1840	7/1/2010	6/30/2013	Strip
3334 Brighton Plaza (Tops)	1900 South Clinton Avenue	#	3 B Rochester	NY USA	14623	1500	1/1/2010	1/31/2011	Strip
3351 Cross Bay Plaza	160-10 Crossbay Blvd.		Howard Beach	NY USA	11414	2000	6/1/2008	5/31/2011	Strip
3393 Consumer Square	25 Consumer Square	Space 17B	Plattsburgh	NY USA	12901	1656	5/27/2006	5/31/2011	Strip
3396 Farmingdale Shopping Center	915 Route 110		Farmingdale	NY USA	11735	2200	5/16/2007	7/31/2017	Strip
3399 White Pointe Shopping Center	132-23 14th Avenue 1579 Clark Street Rd., # C-17		College Point	NY USA	11356	900	5/1/2010	1/31/2011	Strip
3406 Finger Lakes Mall			Auburn	NY USA	13021	1537	3/16/2006	11/30/2015	Strip
3436 Widewater Commons	NYS Tts 5/20 @ Rt. 10		Hopewell	NY USA	14424	1600	3/1/2011	2/28/2014	Strip
3466 Sunset Park	5302 5th Avenue		Brooklyn	NY USA	11220	2500	1/1/2011	1/31/2014	Strip
3559 Sunshine Square	700 Patchogue Yaphank Rd		Medford	NY USA	11763	2139	6/9/2006	6/30/2011	Strip
3591 Pelham Manor S/C	812 Pelham Parkway		Bronx	NY USA	10803	2000	1/26/2010	1/31/2016	Strip
3598 Borough Park CBD	6713 18th Ave		Brooklyn	NY USA	11204	1600	2/9/2011	1/31/2014	Strip
3638 Village Center	231 South Cascade Road		Springville	NY USA	14141	2000	1/19/2006	1/31/2011	Strip
3658 White Plains Road	2163-A White Plains Road		Bronx	NY USA	10462	2037	2/16/2006	2/14/2011	Strip
3681 Georgetown S/C	2155 Ralph Ave, #B		Brooklyn	NY USA	11234	2511	2/23/2006	1/31/2012	Strip Street
3738 545 Fulton Street	543 Fulton Street		Brooklyn	NY USA	11201	2000	5/7/2007	7/31/2017	Front
3759 1242 Fulton Street	1242 Fulton Street		Brooklyn	NY USA		1500	10/1/2006	9/30/2013	Strip
3768 T/C of Watertown	Route 3 Arsenal Street Road		Watertown	NY USA	13601	2086	12/8/2006	1/31/2012	Strip
3769 Rockville Centre S/C	309-313 Merrick Road		Rockville Centre	NY USA	11570	1870	9/14/2006	1/31/2013	Strip
3824 Super Walmart at Rome	5819 Rome Taberg Rd	Unit 2	Rome	NY USA	13440	1600	2/13/2008	2/28/2013	Strip

3827 34 Graham Avenue	34 Graham Avenue		Brooklyn	NY USA	11206	1800	5/4/2007	5/31/2012	Strip
3855 Dewitt Commons	3401 Erie Blvd E		Dewitt	NY USA	13214	1549	3/22/2007	3/31/2012	Strip
3891 Hamilton Heights	3540 Broadway @ 145th St.		New York	NY USA		1500	2/22/2007	1/31/2012	Strip
3909 Wal Mart Plaza	1869 Plaza Dr Suite 3		Olean	NY USA	14760	1980	11/9/2007	1/31/2013	Strip
3932 Kohl's Plaza	346 Rt. 25A, Suite 70		Rocky Point	NY USA	11778	3500	11/1/2007	1/31/2013	Strip
3953 Baldwin Harbor S/C	911 Atlantic Ave		Baldwin	NY USA	11510	1855	10/1/2007	12/31/2012	Strip
West Babylon Shopping Center	82 Route 109		West Babylon	NY USA	11704	1600	4/1/2007	3/31/2012	Strip
3978 Super Walmart at Batavia	SR 63 & Veterans Memorial Dr		Atavia	NY USA	14020	1600			Strip
4006 ROOSEVELT FIELD	630 Old Country Road Unit 1072		GARDEN CITY	NY USA	11530	1100	7/1/2008	6/30/2015	Mall
4029 WALDEN GALLERIA	SPACE A201 Unit A-201		BUFFALO	NY USA	14225	1769	5/10/2010	5/9/2015	Mall
4050 AVIATION MALL	AVIATION ROAD Unit 25		QUEENSBURY	NY USA	12804	881	5/1/2009	4/30/2014	Mall
4056 30 ROCKEFELLER PLAZA	CONCOURSE LEVEL Unit		NEW YORK	NY USA	10112	1142	4/6/2001	1/31/2011	Strip
4062 CHAUTAUQUA MALL	318 E FAIRMOUNT AVE	Unit 328	LAKEWOOD	NY USA	14750	1124	2/1/2009	1/31/2016	Mall
4083 PYRAMID MALL	40 CATHERWOOD RD Unit		ITHACA	NY USA	14850	1058	2/1/2009	1/31/2011	Mall
4092 McKinley Mall	108 MCKINLEY MALL Unit #209		BLASDELL	NY USA	14219	1186	6/4/2006	1/31/2013	Mall
4108 SALMON RUN	2001 Salmon Run Mall Loop West		WATERTOWN NEW HARTFORD	NY USA	13601	1032	7/10/2008	7/9/2013	Mall
4109 SANGERTOWN SQUARE	ROUTES 5 & 5A Unit		MASSAPEQUA	NY USA	13413	1041	8/1/2009	1/31/2011	Mall
4113 SUNRISE MALL (NY)	245 SUNRISE MALL Unit		MASSAPEQUA	NY USA	11758	1700	1/1/2011	1/31/2011	Mall
4125 HUDSON VALLEY	1300 ULSTER AVE Space H-07		KINGSTON	NY USA	12401	1562	6/1/2009	5/31/2016	Mall
4129 CHAMPLAIN CENTRE	60 SMITHFIELD BLVD Unit A-109		PLATTSBURG	NY USA	12901	1251	6/15/2008	6/14/2013	Mall
4150 BROADWAY MALL	653 BROADWAY MALL Unit		HICKSVILLE	NY USA	11801	1606	2/1/2009	1/31/2014	Mall
4154 GREAT NORTHERN MALL	4081 ROUTE 31 BOX 2066 Unit		CLAY	NY USA	13041	1105	1/1/2009	10/31/2013	Mall
4157 ROTTERDAM SQUARE	93 WEST CAMPBELL RD Unit F120	P O BOX 6043	SCHENECTADY	NY USA	12306	1250	1/1/2009	8/31/2013	Mall
4164 SHOPPINGTOWN MALL	ERIE BOULEVARD EAST Unit 11		DEWITT	NY USA	13214	1061	1/1/2009	7/31/2013	Mall
4205 KINGS PLAZA	5252 KINGS PLAZA MALL Unit B1C	SPACE B1C	BROOKLYN	NY USA	11234	1382	12/1/2010	1/31/2011	Mall
4207 SOUTH SHORE MALL	1701 SUNRISE HIGHWAY Unit F-8A		BAYSHORE	NY USA	11706	972	2/1/2010	1/31/2011	Mall
4212 ROOSEVELT FIELD	ROOSEVELT FIELD MALL Unit 1050A		GARDEN CITY	NY USA	11530	1502	2/1/2011	1/31/2013	Mall
4219 SOURCE, THE	1504 OLD COUNTRY ROAD Unit F-02		WESTBURY	NY USA	11590	1404	2/23/2001	2/28/2011	Mall
4221 MARKETPLACE MALL (NY)	411 MIRACLE MILE DRIVE Unit		ROCHESTER	NY USA	14623	1375	12/1/2008	2/28/2011	Mall
4239 OLEAN CENTER MALL	400 NORTH UNION STREET Unit E-3		OLEAN	NY USA	14760	2720	12/1/2010	1/31/2011	Mall

4729 Ridgmont Plaza	2833 Ridge Road West Unit --		Rochester	NY USA	14626	1930	3/26/2008	3/25/2011	Strip
4737 Orange Plaza	470 Route 211 E Unit Suite 15	Suite 15	Middletown	NY USA	10940	1700	7/18/2002	7/31/2012	Strip
4744 3528 West Genesee Street	3568 West Genesee Street Unit		Camillus	NY USA	13219	1509	6/14/2002	6/30/2012	Strip
4754 Wilton Square	3039 Route 50 Unit		Saratoga Springs	NY USA	12866	1400	7/1/2008	6/30/2011	Strip
4773 Crossing, The	54 Crossing Boulevard Unit Suite N	Suite N	Clifton Park	NY USA	12065	1200	8/1/2008	7/31/2011	Strip
4816 Northway Mall	1440 Central Avenue Ste E-2		Colonie	NY USA	12205	2172	2/1/2008	1/31/2013	Strip
4871 Oceanside Plaza	3163 Long Beach Road Unit		Oceanside	NY USA	11572	1650	3/21/2008	3/20/2013	Strip
4897 Bridgehampton Commons	2044 Montauk Highway Unit Building 4		Bridgehampton	NY USA	11932	1000	5/1/2008	4/30/2013	Strip
One Union Square East 4923 Condo	Store #74 107 E 14th Street Unit		New York	NY USA	10165	1184	2/7/2003	1/31/2013	Strip Street Front
4957 Newburgh Towne Center	1433 Route 300 Unit		Newburgh	NY USA	12550	1500	8/1/2008	7/31/2013	Strip
4983 Pittsford Plaza	3349 Monroe Street Unit		Rochester	NY USA	14618	1505	2/1/2010	1/31/2011	Strip
4996 COR Center	Rt. 31 (nearby Rt 57) Unit		Clay	NY USA		1603	7/17/2008	7/16/2013	Strip
5033 Mohawk Commons	146 A Balltown Road Unit 800 Montauk Highway Unit Space #2		Schenectady	NY USA	12304	1115	2/1/2009	1/31/2014	Strip
5043 Majestic Corners	3836 Rt. 281 Unit		Shirley	NY USA	11967	1800	9/1/2008	8/31/2013	Strip
5137 Tops Plaza	250 Route 59 Unit Unit B		Cortland	NY USA	13045	1500	2/1/2009	1/31/2014	Strip
5164 Wal-Mart S/C - NY	80 Independence Way SE Unit		Suffern	NY USA	10901	1500	10/1/2008	9/30/2013	Strip
5207 Highlands S/C, The	950 Ridge Road Unit		Southeast	NY USA	10509	2000	2/1/2009	1/31/2014	Strip
5287 Webster Square	217 Grant Avenue Unit 3 & 4		Rochester	NY USA	14580	2000	4/1/2009	3/31/2014	Strip
Auburn Plaza Shopping 5478 Center	104 Towne Drive Unit 1 385 Knickerbocker Avenue Unit		Auburn	NY USA	13021	2170	10/1/2009	9/30/2014	Strip
5490 Town Center at Fayetteville	11237 2200		Fayetteville	NY USA	13066	1685	2/1/2010	1/31/2013	Strip
5493 385 Knickerbocker Avenue	324 West 125th Street Unit		Brooklyn	NY USA	11237	2200	10/14/2004	7/31/2014	Strip
5494 324 West 125th Street	1882 3rd Avenue		New York	NY USA	10027	1500	12/3/2004	1/31/2015	Strip
5495 1882 Third Avenue	159-25 Jamaica Avenue Unit		New York	NY USA	10029	2000	11/8/2004	6/30/2014	Strip
5496 15927 Jamaica Avenue	99 Wicks Road		Jamaica	NY USA	11432	2200	12/3/2004	7/31/2014	Strip
5545 Marketplace at Brentwood	5960 Jericho Turnpike Unit		Brentwood	NY USA	11717	2100	6/1/2010	5/31/2012	Strip
5561 Pathmark Shopping Center	1855 East Main Street Unit		Commak	NY USA	11725	1225	3/1/2010	2/29/2012	Strip
5562 Beach Shopping Center	211-41 26th Ave		Peekskill	NY USA	10566	1290	6/1/2010	1/31/2011	Strip
Bay Terrace Shopping 5832 Center	43 Westchester Square		Bayside	NY USA	11360	1575	6/1/2007	5/31/2017	Strip Street Front
5835 43 Westchester Square	90 West 225th St		Bronx	NY USA	10461	2100	12/31/2007	1/31/2015	Strip
River Plaza Shopping 5927 Center	1170 Deer Park Drive	1204 Deer Park Ave	Bronx	NY USA	10463	1945	10/5/2007	1/31/2013	Strip
5929 Sunset Plaza	945 White Plains Road		North Babylon	NY USA	11703	3375	10/15/2008	1/31/2014	Strip
5942 Bruckner Plaza	2141 86th Street		Bronx	NY USA	10473	2400	2/1/2008	10/31/2016	Strip
5943 Bensonhurst CBD	1556 Flatbush Ave.		Bensonhurst Brooklyn	NY USA	11214	2250	5/11/2008	5/10/2018	Strip Street Front
5969 Flatbush CBD	144 Dyckman Street		Brooklyn	NY USA	11210	1550	11/4/2007	11/4/2017	Strip Street Front
5970 Dyckman Street CBD			New York	NY USA	10040	2000	8/1/2007	7/31/2017	Strip Street Front

**LEASED
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5971 Bronx River CBD	1605 Westchester Ave.		Bronx	NY	USA	10472	1750	3/3/2008	3/31/2015	Strip
5972 King Kullen Shopping Center	267 Jericho Turnpike		Syosset	NY	USA	11791	2513	4/17/2008	4/30/2013	Strip
5977 SWM at Evans Mill	26445 Johnson Road		Evans Mill	NY	USA	13637	1600	11/1/2007	1/31/2013	Strip
		Rt. 31A Brockport and Spencer Rd. & Main Street	Brockport	NY	USA	14420	1600	10/16/2008	1/31/2014	Strip
6013 Sweden Shopping Center	1561 Nathaniel Poole Dr Ste G		Staten Island	NY	USA	10303	1500	11/2/2007	1/31/2013	Strip
6027 Forest Promenade	1756 Forest Ave.		Brooklyn	NY	USA	11230	1800	5/15/2008	5/31/2013	Strip Street Front
6029 Avenue J	1317 Ave. J		Bronx	NY	USA	10451	1518	8/20/2009	8/31/2014	Strip
6146 Bronx Terminal Market	660 Gateway Center Blvd.		Port Washington	NY	USA	11050	1556	2/13/2009	4/30/2014	Strip
6147 Soundview Marketplace S/C	6 Soundview Marketplace	Shore Road	New Hartford	NY	USA	13413	1800	11/23/2009	11/30/2014	Strip
6148 Consumer Square	4791 Commercial Drive		Bronx	NY	USA	10458	2037	5/5/2008	5/4/2018	Strip
6178 Fordham Road	378 Fordham Rd.		Merrick	NY	USA	11560	3000	8/9/2008	8/31/2018	Strip
6179 2200 Merrick Road	2200 Sunrise Hwy.									
		1623 County Road 64 Suite								
6213 Southern Tier Crossing	County Road 64 and Big Flats Rd.	G103	Horseheads	NY	USA	14845	1600	9/24/2008	9/30/2013	Strip
6224 Triangle Center	Maple Hill Street and Saw Mill River Rd.		Yorktown Heights	NY	USA	10598	1599	7/10/2008	7/31/2013	Strip
6238 South Shore Commons	West Shore Parkway & Veterans Rd. West		Staten Island	NY	USA	10309	1967	6/12/2008	6/30/2013	Strip
6255 RT. 110, Huntington	153 RT. 110 at Sprucetree Lane	169 Walt Whitman Rd	Huntington	NY	USA	11746	1440	6/19/2008	8/31/2013	Strip
6259 Westbury Plaza	1081 Old Country Rd.		Westbury	NY	USA	11590	2400	3/1/2009	2/28/2014	Strip
6261 Dalewood III Shopping Center	421 North Central Ave. 517 East 117th Street Suite 302		Hartsdale	NY	USA	10530- 1805	1928	3/26/2009	3/31/2014	Strip
6266 East River Plaza	3263 Richmond Ave		New York	NY	USA	10035	3329	2/10/2010	6/30/2020	Strip
6276 Greenridge Plaza	270 Greenwich Street		Staten Island	NY	USA	10312	2000	4/1/2010	5/31/2015	Strip
6291 270 Greenwich Street	5041 Transit		New York	NY	USA	10007	1550	7/30/2008	1/31/2019	Strip
6307 Eastgate Plaza	527 5th Ave	Maple and Transit	Clarence	NY	USA	14221	2000	9/18/2008	1/31/2014	Strip
6310 Prospect Park North	1622 Pitkin Avenue		Brooklyn	NY	USA	11215	3500	7/15/2008	11/30/2013	Strip
6311 Pitkin Avenue	96-33 Queens Blvd.		Brooklyn	NY	USA	11212	2000	11/29/2008	11/30/2013	Strip
6312 Rego Park	349 Ave. of the Americas		Queens	NY	USA	11374	1500	7/21/2008	7/31/2013	Strip
6314 Greenwich Village	22 Clifton Country Road Space 33		New York	NY	USA		1960	8/21/2008	8/31/2015	Strip
6324 Clifton Park Center Mall	2450 Vestal Pky. East		Clifton Park	NY	USA	12065	1575	11/24/2008	1/31/2014	Strip
6365 Vestal Plaza	1012 State Road 36		Vestal	NY	USA	13850	2250	11/12/2009	1/31/2015	Strip
6366 Homell Plaza	1453 or 1459 Roackaway Parkway		Homell	NY	USA	14843	2200	6/18/2009	6/30/2014	Strip
6367 Rockaway Parkway	Nys rt. 9 & Roslen Blvd.		Brooklyn	NY	USA	11236	1200	3/8/2009	1/31/2014	Strip
6381 Greenport Commons	PO BOX 21025 A		Hudson	NY	USA	12534	2000			Strip
6399 Manhattan Mall	4232 Veterans Memorial Dr. Suite E-2		New York	NY	USA	10286	1004	11/26/2008	11/25/2016	Strip
6413 Town Center at Batavia	222 North Camrie Ave		Batavia	NY	USA	14020	2029	7/16/2009	7/31/2014	Strip
6415 Johnstown Mall	682 6th Ave.		Johnstown	NY	USA	12095	2000	11/20/2008	1/31/2014	Strip
6425 682 6th Ave.	954 Flatbush Ave.		New York	NY	USA	10010	1500	9/3/2009	9/30/2019	Strip
6426 954 Flatbush Ave.	47-21 Queens Blvd.		Brooklyn	NY	USA	11226	1814	10/28/2008	1/31/2014	Strip
6443 Sunnyside CBD	792 Upper Glen Street		Sunnyside	NY	USA	11104	1700	3/19/2009	3/31/2014	Strip
6486 Upper Glen Street	4930 Route 30		Queensbury	NY	USA	12804	1904	5/28/2009	5/31/2014	Strip
6490 Amsterdam Commons	4731 Route 31 East	Space #9	Amsterdam	NY	USA	12010	1600	12/1/2010	11/30/2015	Strip
6499 Arcadia S/C	903 Montauk Hwy.		New York	NY	USA	14513	2500	6/4/2009	6/30/2014	Strip
6518 Copiague CBD	119-07 Liberty Ave.		Copiague	NY	USA		2000			Strip
6522 Liberty Avenue	700 Jefferson Rd.		Queens	NY	USA	11419	1400	7/1/2009	6/30/2014	Strip
6543 Market Square	137 State Rt. 104		Henrietta	NY	USA	14623	2384	3/4/2010	3/31/2015	Strip
6547 Price Chopper Plaza	32nd E 14th Street		Oswego	NY	USA	13126	1600	9/24/2009	9/30/2014	Strip
6562 32 E. 14th Street			New York	NY	USA	10003	2500	9/1/2009	11/30/2019	Strip

6569 Ditmars CBD	28-48 31st Street	22-48	Queens	NY	USA	11105	1450	8/1/2009	7/31/2014	Strip
6607 Southgate Plaza	1024 Union Rd., Suite A		West Seneca	NY	USA	14224	2500	4/1/2010	3/31/2015	Strip
6609 Transit Madeira S/C	4900 Transit Rd. 9090 Carousel Center Dr.		Cheektowaga	NY	USA	14043	2074	4/30/2010	4/30/2015	Strip
6623 Carousel Center	#A105		Syracuse	NY	USA	13202	1720	5/6/2010	5/5/2015	Strip
The Shoppes at Greenbush			East							
6649 Commons	307 Troy Rd		Greenbush	NY	USA	12144	1800	9/20/2010	12/31/2015	Strip
6650 Roanoke Plaza	1080 Old County rd.		Riverhead	NY	USA	11901	2100	9/23/2010	9/30/2015	Strip
6651 Mattituck Plaza	10095 Main Street		Mattituck	NY	USA	11952	1685	6/24/2010	6/30/2015	Strip
6652 Gateway Center	499 Sunrise Hwy.		Patchogue	NY	USA	11772	4000	11/23/2010	1/31/2016	Strip
6662 Walmart Plaza	740 Hoosick Rd. 25455 Horace Harding		Troy	NY	USA	12180	2800	11/4/2010	1/31/2016	Strip
6668 Little Neck Plaza	Expressway		Little Neck	NY	USA	11362	1500			Strip
			Center							
6695 Center Moriches Square	512 Main Rd.		Moriches	NY	USA	11934	2000			Strip
6773 Home Depot Plaza	Sunrise Hwy. Bayview Ave.		Copiague	NY	USA	11701	2700			Strip
6774 Selden Plaza	323 Middle Country Rd		Selden	NY	USA	11784	1440			Strip
6808 Fort Drum	10000 10th Mountain		Fort Drum	NY	USA	13602	1725	10/4/2010	10/3/2012	Strip
	Division Dr.									
6904 Glenn Square	5-13 Saratoga Rd.		Glenville	NY	USA	12302	2000			Strip
6928 Thompson Square Mall	4058 Rt. 42 North		Monticello	NY	USA	12701	2178			Strip
SWM South Meadows										
6949 Square	324 Elmira Rd.		Ithaca	NY	USA	14850	1427			Strip
6950 Falcaro's Plaza	274-296 Burnside Ave		Lawrence	NY	USA	11559	2177			Strip
174 Great Lakes Mall	7850 Mentor Avenue	Suite 150	Mentor	OH	USA	44060	1844	1/1/2008	1/31/2012	Mall
205 Belden Village Mall	4121 Belden Village Mall	Suite B-42	Canton	OH	USA	44718	1886	2/1/2009	1/31/2011	Mall
240 Sandusky Mall	4314 Milan Road	Suite 440	Sandusky	OH	USA	44870	1550	6/1/2008	5/31/2013	Mall
			North							
247 Great Northern Mall	434 Great Northern Mall		Olmstead	OH	USA	44070	735	6/29/2001	6/30/2011	Mall
248 Ohio Valley Mall	I-70 and Mall Road	Space #620	St. Clairsville	OH	USA	43950	1223	6/1/2008	5/31/2013	Mall
255 Franklin Park Mall (Westfield)	938 Franklin Park Mall	# 1140	Toledo	OH	USA	43623	1420	2/1/2008	1/31/2015	Mall
264 Colony Square	3575 North Maple Avenue		Zanesville	OH	USA	43701	1005	4/13/2001	1/31/2012	Mall
269 Ashtabula Mall	3315 North Ridge East		Ashtabula	OH	USA	44004	1200	4/1/2008	3/31/2013	Mall
328 Richland Mall	684 Richland Mall		Mansfield	OH	USA	44906	1861.5	2/1/2010	1/31/2011	Mall
371 Richmond Towne Square	691 Richmond Rd. #0A23		Cleveland	OH	USA	44143	930	2/1/2010	1/31/2012	Mall
372 Southland Mall	1509 Marion-Waldo Rd.	Unit #	432 Marion	OH	USA	43302	1750	2/1/2010	1/31/2011	Mall
Monroe Street Market										
700 Square	5333 Monroe Street		Toledo	OH	USA	43623	1440	2/1/2010	1/31/2011	Strip
722 HQ Plaza	3858 Morse Road		Columbus	OH	USA	43215	2000	2/1/2008	1/31/2013	Strip

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745	Cherry Grove Plaza	454 Ohio Pike Suite #68		Cincinnati	OH USA	45255 1600	9/5/2007	9/30/2012	Strip
749	Western Hills Plaza	6180-D Glenway Avenue		Cincinnati	OH USA	45211 2180	5/3/2010	5/31/2015	Strip
752	Colerain Towne Center	10228 Colerain Avenue		Cincinnati	OH USA	45251 1600	6/11/2007	6/30/2013	Strip
767	Consumer Square West	3639 Soldano Boulevard		Columbus	OH USA	43228 1829	8/1/2009	1/31/2011	Strip
780	Great Northern Plaza South	5102 Great Northern Plaza South		North Olmstead	OH USA	44070 2162	9/1/2008	8/31/2011	Strip
782	Great Lakes Plaza	7900 Plaza Blvd.		Mentor	OH USA	44060 3100	9/1/2008	8/31/2012	Strip
788	Plaza at Chapel Hill	396 Howe Avenue		Cuyahoga Falls	OH USA	44221 1563	10/1/2008	9/30/2011	Strip
790	Beldon Parke Crossings	5520 Dressler Road NW		North Canton	OH USA	44718 1475	11/1/2006	10/31/2011	Strip
819	Willoughby Commons S.C.	36181 Euclid Ave.		Willoughby	OH USA	44094 1291	12/1/2008	11/30/2013	Strip
821	River Street Square	249-B Midway Blvd.		Elyria	OH USA	44035 1400	2/28/2008	2/28/2013	Strip
827	Parmatown Plaza	6652 Ridge Road		Parma	OH USA	44129 1226	2/1/2009	1/31/2012	Strip
832	Eastwood Mall	5555 Youngstown-Warren Road		Niles	OH USA	44446 2097	12/1/2006	5/31/2013	Strip
841	Ledgewood Plaza	17100 Royalton Road	Suite 5	Strongsville	OH USA	44136 1800	3/1/2010	2/28/2011	Strip
939	Severance Convenience Center	3582 Mayfield Road, J-9B		Cleveland Heights	OH USA	44118 1420	2/1/2010	1/31/2013	Strip
1035	Lima Mall	2400 Elide Avenue #352A		Lima	OH USA	45805 1539	5/24/2010	1/31/2014	Mall
1116	Southern Park Mall	7401 Market Street, Ste. 551		Youngstown	OH USA	44512 2017	2/1/2009	1/31/2013	Mall
1342	Chapel Hill Mall	2000 Brittain Road		Akron	OH USA	44310 1662	2/1/2008	1/31/2013	Mall
1479	Tower City Center	230 West Huron - Space 72		Cleveland	OH USA	44113 1042	2/1/2010	1/31/2011	Mall
1541	Findlay Village Mall	1800 Tiffin Ave.		Findlay	OH USA	45840 1500	2/1/2008	1/31/2013	Mall
1624	Northgate Square	9582 Colerain Ave.		Cincinnati	OH USA	45239 2000	12/1/2007	11/30/2012	Strip
1632	Tri County Commons	620 Kemper Commons Cir. #16		Springdale	OH USA	45246 2422	4/1/2005	1/31/2011	Strip
1656	Morse Road Plaza	1704 Morse Road		Columbus	OH USA	43229 3048	12/1/2008	1/31/2012	Strip
1657	South Hamilton S.C.	2694 S. Hamilton Road		Columbus	OH USA	43232 1710	1/1/2009	1/31/2014	Strip
1669	Rookwood Commons	2729 Edmondson		Cincinnati	OH USA	45209 1280	9/1/2010	8/31/2013	Strip
1759	Ridge Plaza	3246 Highland Ave		Cincinnati	OH USA	45213 1371	12/1/2009	11/30/2012	Strip
1996	Dayton Mall	2700 Miamisburg-Centerville Road		Dayton	OH USA	45459 1554	12/1/2009	11/30/2014	Mall
2316	Northgate Plaza	9205 Mentor Avenue		Mentor	OH USA	44060 1500	2/1/2008	1/31/2011	Strip
2317	North Randall	4880 Northfield Road		North Randall	OH USA	44128 1800	2/1/2009	1/31/2011	Strip
2382	Greens of Strongsville Marketplace @ Four	18082 Royalton Rd		Strongsville	OH USA	44136 1840	10/29/2003	10/31/2013	Strip
2421	Comers	7213 Kent Road		Aurora	OH USA	44202 1200	2/1/2008	1/31/2013	Strip
2422	Stow-Kent S/C	4301 Kent Road	Unit # 33	Stow	OH USA	44224 1320	2/1/2009	1/31/2014	Strip
2423	Meadowbrook Market Square	22761 & 22750 Rockside Road, Suite 8 & 9		Bedford	OH USA	44146 2400	10/1/2008	9/30/2011	Strip
2424	Kamms Plaza	3754 Rocky River Drive	Unit # 27	Fairview Park	OH USA	44126 2020	8/1/2008	7/31/2013	Strip
2425	Massillon Market Place	42 Massillon Marketplace Drive		Massillon	OH USA	44646 1600	6/1/2009	5/31/2014	Strip
2426	Lakewood Marketplace	14869 Detroit Avenue, Unit # 7		Lakewood	OH USA	44107 960	3/1/2008	2/28/2011	Strip
2428	West State Street	2218 West State Street		Alliance	OH USA	44601 2400	2/1/2009	1/31/2014	Strip
2493	North Bechtel Square	2059 N. Bechtel Ave.	Unit 115	Springfield	OH USA	45504 2000	9/1/2008	8/31/2013	Strip
2495	Medina S/C	955 North Court Street	Unit # 22	Medina	OH USA	44256 2400	10/1/2010	9/30/2011	Strip
2528	Brunswick Town Center	1418 Town Center Blvd.	Suite A 10	Brunswick	OH USA	44212 1184	5/1/2009	4/30/2014	Strip
2529	Northern Lights S/C	3455 Cleveland Avenue		Columbus	OH USA	43224 1900	2/1/2010	1/31/2012	Strip
2554	High Park Center	8703 Owenfield Drive		Powell	OH USA	43065 1600	4/1/2009	3/31/2014	Strip
2583	Shops @ Kenwood	7700 Montgomery Road		Cincinnati	OH USA	1650	1/1/2009	12/31/2013	Strip
2609	Salem Marketplace	2955 State Street East	Suite 11	Salem	OH USA	44460 1589	2/1/2009	1/31/2014	Strip
2615	Brentwood Plaza	8537 Winston Rd & Hempstead	Suite 20	Cincinnati	OH USA	45231 2700	1/1/2009	12/31/2011	Strip
2658	Northridge Crossing	730 N. State Street	# B -18	Westerville	OH USA	43082 1984	2/1/2010	1/31/2015	Strip
2785	Del Fair Shopping Center	5201 Delhi Road	Suite 2	Delhi	OH USA	45238 1485	9/1/2009	8/31/2011	Strip

2786 Shoppes of Middletowne	2930 Towne Blvd		Middletown	OH USA	45044 1635	2/1/2010	1/31/2013	Strip
2814 Eastown Shopping Center	3878 E. Linden Avenue		Dayton	OH USA	45432 3234	9/1/2009	8/31/2012	Strip
2815 Eastgate Square	4394 Eastgate Square Drive	Suite 1000	Cincinnati	OH USA	45245 2000	2/1/2010	1/31/2012	Strip
2816 Western Commons	6562 Harrison Avenue		Cincinnati	OH USA	45247 1200	2/1/2010	1/31/2012	Strip
2905 Graceland	5057 N. High Street	Suite F	Columbus	OH USA	43214 1437	6/29/2005	1/31/2011	Strip
2933 Anderson Town Center	7466 Beechmont Avenue	Suite 403	Cincinnati	OH USA	45255 2100	4/1/2010	1/31/2011	Strip
2972 Tuttle Outparcel Kenton Ridge Shopping Center	6083 Park Center Circle		Dublin	OH USA	43017 1613	2/1/2010	1/31/2013	Strip
3104 Center	1229 East Columbus Street		Kenton	OH USA	43326 1200	9/1/2010	8/31/2012	Strip
3105 Urbana SWM	US 36 & Dugan		Urbana	OH USA	1600	4/1/2007	3/31/2012	Strip
3106 Harbor Square	1970 Havermann Rd.		Celina	OH USA	45822 1200	9/1/2010	8/31/2012	Strip
3130 Waterstone Plaza	9873 Waterstone Blvd.		Cincinnati	OH USA	45249 2000	4/1/2010	3/31/2012	Strip
3137 French Creek Square	3650 Detroit Rd	Space Q	Avon	OH USA	44011 1709	2/1/2010	1/31/2012	Strip
3252 Heritage Town Center	1855 Scott Street	Space #6	Napolean	OH USA	43545 1200	5/26/2005	1/31/2011	Strip
3278 Gallipolis Marketplace	2145 Eastern Avenue		Gallipolis Deerfield Township	OH USA	45631 1800	5/1/2010	4/30/2012	Strip
3287 Shoppes @ Deerfield	5133 Bowen Drive		Deerfield Township	OH USA	45040 1425	2/18/2006	1/31/2012	Strip
3526 Cambridge SWM	61627 Southgate Parkway		Cambridge	OH USA	43725 1600	12/1/2010	1/31/2011	Strip
3616 Meadows Plaza	2000 Lincoln Way		Massillon	OH USA	44646 1610	4/7/2006	4/30/2011	Strip
3618 Shops @ Vista Way	Transportation Blvd & I-480		Garfield Heights	OH USA	44125 1569	4/20/2006	4/30/2011	Strip
3646 Van Wert T/C	US Route 30 and SR 224/227		Van Wert	OH USA	1600	2/16/2006	2/28/2011	Strip
3691 Tri State Crossing	120 S	Unit # 10	Southpoint	OH USA	45680 1400	10/19/2006	1/31/2012	Strip
3715 Spring Meadow Place	1331 McCord Rd.	Suite D	Holland	OH USA	43528 1650	8/9/2006	1/31/2012	Strip
3754 Shoppes on Main Street	1125 S Main Street		Bowling Green	OH USA	43402 2000	12/7/2006	1/31/2012	Strip
3767 Steelyard Commons	I-71 & SR 176		Cleveland	OH USA	44109 1980	5/14/2007	6/30/2012	Strip
3774 Fayette Square	1355 Leesburg Avenue		Washington Court Hou	OH USA	43160 1600	8/15/2007	8/31/2012	Strip
3775 Bridgewater Falls	3417 Princeton Road	113	Hamilton	OH USA	45011 1764	12/18/2006	1/31/2012	Strip
3828 SWM at Lebanon	1525 Genntown Dr	Suite C-6	Lebanon	OH USA	45036 1900	8/31/2007	1/31/2013	Strip
3872 Independence Square	1161 Trenton Ave		Findlay	OH USA	45840 2400	5/24/2007	5/31/2012	Strip
3894 Waterloo Crossing	6603 Winchester Blvd		Canal Winchester	OH USA	43110 2000	12/13/2007	1/31/2013	Strip
3910 Arlington Ridge Target	790 Arlington Ridge	Suite 213	Akron	OH USA	44312 1800	2/21/2008	2/28/2013	Strip
3950 SWM at Wadsworth	222 Smokerise Dr.	Suite D	Wadsworth	OH USA	44218 2000	7/19/2007	7/31/2012	Strip

4883 Clock Tower Plaza	927 Cable Road Unit Suite H-1	Suite H-1	Lima	OH USA	45805	1600	2/1/2008	1/31/2013	Strip
4921 6379 Mayfield Road	Mayfield Road at Goldengate Blvd. Unit 2025 Tiffin Avenue, Unit#5 Unit 2025 Tiffin		Mayfield Heights	OH USA	44124	1750	3/1/2003	3/31/2013	Strip
4950 Findlay Marketplace	Avenue, Unit #5		Findlay	OH USA	45840	1540	5/1/2008	4/30/2011	Strip
4958 Voice of America Centre	7680 Voice of America Centre Drive Unit 3015 Glendale Avenue		West Chester	OH USA	45069	2204.5	3/20/2009	3/19/2014	Strip
5006 Toledo Commons	Unit Suite 100		Toledo	OH USA	43614	1986	3/1/2009	2/28/2014	Strip
5007 University Square	2195 Warrenville Center Road Unit		University Heights	OH USA	44118	1200	2/1/2009	1/31/2014	Strip
5013 Deerfield Towne Center	5635 Deerfield Boulevard Unit Suite 3130		Mason	OH USA	45040	1508	6/1/2009	5/31/2011	Strip
Town Center at Levis	SW Corner SR 25 & I-475								
5125 Commons	Unit		Perrysburg	OH USA	43602	1638	2/1/2010	1/31/2013	Strip
Liberty Tree Plaza / North									
5172 Court Shoppes	1104-C N. Court Street Unit		Medina	OH USA	44256	2183	2/1/2009	1/31/2012	Strip
5191 Graham Square Center	3490 Hudson Drive Unit 5		Stow	OH USA	44224	1800	10/1/2009	9/30/2011	Strip
5192 Strip, The	6795 Strip Avenue NW		N. Canton	OH USA	44720	1590	6/1/2010	5/31/2012	Strip
5244 Delaware Community Plaza	1800 Columbus Pike Unit Space 120		Delaware	OH USA	43015	2000	3/1/2009	2/28/2014	Strip
5260 3733 East Broad Street	3733 East Broad Street Unit		Columbus	OH USA	43213	1900	9/1/2009	8/31/2014	Strip
5271 S&S Plaza	2150 Walker Lake Road Unit		Mansfield	OH USA	44906	1875	3/1/2009	2/28/2014	Strip
5295 Champions Crossing	756 NW Washington Blvd. Unit		Hamilton	OH USA	45013	2000	7/1/2009	6/30/2014	Strip
Atlantic Plaza f/k/a Carousel									
5315 Plaza	3016 Atlantic Boulevard NE Unit 3		Canton	OH USA	44705	2200	6/1/2008	5/31/2013	Strip
5372 Troy Towne Center	1847 W. Main Street Unit B-110		Troy	OH USA	45373	1720	5/1/2009	4/30/2014	Strip
5394 Kingsdale Shopping Center	3102 Kingsdale Center		Columbus	OH USA	43221	1640	2/1/2010	1/31/2011	Strip
5445 SWM Parkway Center	1705 Stringtown Road Unit 1580 Marion Mt. Gilead Road Unit		Grove City	OH USA	43123	2040	11/19/2004	1/31/2015	Strip
5456 Eastland Town Center			Marion	OH USA	43302	2000	7/1/2009	6/30/2014	Strip
5457 Sulphur Grove	7746 Brandt Pike Unit		Huber Heights	OH USA	45424	2400	2/1/2010	1/31/2015	Strip
5543 1654 N. Bechtle Ave.	1654 N. Bechtle Ave. Unit Suite 100		Springfield	OH USA	45504	2500	5/1/2010	1/31/2011	Strip
5599 Hoke Plaza	Hoke Road & I-70 Unit		Englewood	OH USA	45322	1600	10/1/2010	9/30/2013	Strip
5602 Weston Center	5515 Mahoning Ave Unit		Austintown	OH USA	44515	2000	10/1/2010	9/30/2013	Strip
5608 South Campus Garteway	1611 N High Street		Columbus	OH USA	43201	2295	9/22/2005	9/21/2015	Strip
Meadowview Square									
5818 Shopping Center	2500 State Rt, 59	Units 22 and 24	Kent	OH USA	44266	2080	10/25/2007	1/31/2013	Strip
5819 Northpointe Center	3934 Taryn Trace	Unit M4	Zanesville	OH USA	43701	1832	7/26/2007	7/31/2012	Strip
5845 Calhoun Street Marketplace	224 Calhoun Street	Suite 1225	Cincinnati	OH USA	45219	1440	11/15/2007	11/14/2012	Strip
5850 Streetsboro Commons	9750 State Route 14, Space B-1		Streetsboro	OH USA	44241	1710	9/25/2008	9/30/2013	Strip
5879 Canton Centre Mall	4000 Tuscarawas Street West	Space B-3	Canton	OH USA	44708	1500	3/20/2008	3/31/2013	Strip
5883 The Cascades of Brimfield	4050 Cascades Blvd.		Kent	OH USA	44240	1800	10/4/2007	10/31/2012	Strip
Amberwood Plaza Shopping									
5934 Center	25 Amberwood Parkway	Suite N	Ashland	OH USA	44805	1500	10/12/2007	1/31/2013	Strip
		7761 W. Ridgewood Dr Unit							
5944 Pamatown Mall	7895 W. Ridgewood Drive	116	Parma	OH USA	44129	1780	6/30/2008	6/30/2015	Strip
5978 Fallen Timbers	3110 Main Street Suite 1125		Maumee	OH USA	43537	1884	11/9/2007	7/31/2014	Strip
6028 Circleville Plaza	1446 Circleville Plaza Drive		Circleville	OH USA	43113	2030	5/1/2008	4/30/2013	Strip

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6030 Southland Crossing	South Ave. & Rt. 224		Boardman	OH	USA	44512	1480	11/8/2007	1/31/2013	Strip
6043 Westgate Shopping Center	3101 Westgate		Fairview Park	OH	USA	44126	2004	5/15/2008	5/31/2013	Strip
6059 The Shops at Ety Village	1370 Ety Road Space 115		Lancaster	OH	USA	43130	1645	4/10/2008	4/30/2013	Strip
6061 Wilmington Square	2855A State Route 73 South	Suite 200	Wilmington	OH	USA	45177	1800	2/14/2008	2/28/2013	Strip
The Marketplace at Nobles 6260 Pond	7214 Fulton Drive, NW Suite 200 Bldg. B		North Canton	OH	USA	44718	1727	8/28/2008	8/31/2013	Strip
6274 SWM at New Boston	4601 Gallia Street #15 342 Chestnut Commons Drive		New Boston	OH	USA	45662	1574	10/23/2008	10/31/2013	Strip
6303 Chestnut Commons			Elyria	OH	USA	44035	1935	11/20/2008	1/31/2014	Strip
6315 SWM Shops at Millennium	2170 Millennium Blvd, Suite i 16601 or 16657 Chargin Blvd. #25		Cortland	OH	USA	44410	1875	1/15/2009	1/31/2014	Strip
6321 Shaker Town Center			Shaker Heights	OH	USA	44120	2904	11/15/2008	11/30/2013	Strip
		Intersection of S. Dixie & W.								
6336 Southern Hills SWM	1605 W. Dorothy Lance	Dorothy Lane	Kettering	OH	USA	45439	1500	12/4/2008	1/31/2014	Strip
		Delaware Ave. & US Hwy. 33								
6342 Coleman's Crossing SWM The Shoppes at	653 Colemans Crossing		Marysville	OH	USA	43040	2150	11/24/2008	1/31/2014	Strip
6361 Collingwood	3606 or 3598 E. Main Street		Whitehall	OH	USA	43213	2152	2/12/2009	2/28/2014	Strip
6393 Walter Green Commons	6067 North Ridge Rd. 255 Meadowlands Dr. Ste		Madison	OH	USA	44057	1801	9/17/2009	9/30/2014	Strip
6419 Meadowlands Town Center	160		Chardon	OH	USA	44024	1680	5/21/2009	5/31/2014	Strip
6420 Crocker Park	229 Crocker Park Blvd.		Westlake	OH	USA	44145	1520	11/21/2009	11/30/2019	Strip
6422 Summit Square	16280 Dresden Ave. Suite L		Calcutta	OH	USA	43920	1800	4/1/2009	3/31/2014	Strip
6448 Miami Valley Crossing	1272 East Ash Street	Suite 100	Piqua	OH	USA	45356	1600	4/8/2010	4/30/2015	Strip
6506 SWM Blue Bell Drive	400 Blue Bell Drive, NW		New Philadelphia	OH	USA	44663	4000	10/29/2009	1/31/2015	Strip
6523 SWM Greenville Shops	1520 Wagner Ave.		Greenville	OH	USA	45331	1445	10/29/2009	1/31/2015	Strip
6525 Newark Commons	1381 North 21st Street		Newark	OH	USA	43055	2003	10/15/2009	1/31/2015	Strip
6530 SWM Kroger State Street	917 East State Street		Athens	OH	USA	45701	3500	11/5/2009	1/31/2015	Strip
6558 SWM Rivers Edge	227 Captain D. Seeley MIA Dr. Route 7		Marietta	OH	USA	45750	1480	11/18/2009	1/31/2015	Strip
6567 SWM West Towne Square	2260 Michigan Ave.		Sidney	OH	USA	45365	2023	3/4/2010	3/31/2015	Strip
6570 SWM Ohio Valley Plaza	50635 Valley Plaza Dr.		St. Clairsville	OH	USA	43950	2500			Strip
6592 SWM Sugarcreek Plaza II	6226 Wilmington Pike		Dayton	OH	USA	45459	2125	3/4/2010	3/31/2015	Strip
6691 North Olmsted T/C	25102 Brookpark Rd. #D-140		North Olmsted	OH	USA	44070	1600	10/1/2010	9/30/2015	Strip
6699 SWM Bellefontaine Square	2228 S. Main Street		Bellefontaine	OH	USA	43311	2000	10/21/2010	1/31/2016	Strip
6703 Meijer Outlot Development	1064 State Rte. 28, Space F		Miami Township	OH	USA	45150	1600	8/12/2010	8/31/2015	Strip
		Glendale-Milford Rd. &								
6711 SWM Evandale Commons	2552 Cunningham Dr Suite C	Reading Rd	Cincinnati	OH	USA	45241	1440	11/18/2010	1/31/2016	Strip
6713 SWM Sauner Square	718 Harry Sauner Rd.		Hillsboro	OH	USA	45133	3185	11/18/2010	1/31/2016	Strip
		2329 State Route 725 A7								
6728 Shoppes at 725 SWM Maysville Market 6760 Center	2329 MiamisburgCenterville Rd	and A8	Dayton	OH	USA	45459	1945	11/18/2010	1/31/2016	Strip
	2850 Maysville Pike Space B2		Zanesville	OH	USA	43701	2800	11/22/2010	1/31/2016	Strip
6761 SWM Logan Commons	12910 State Rt. 664, South	Space B-16	Logan	OH	USA	43138	2400	11/22/2010	1/31/2016	Strip
6907 SWM Norwalk	101 Plank Rd.		Norwalk	OH	USA	44857	3000			Strip
6922 North Bridge Street	950 North Bridge Street 3555-3611 Navarre Ave. (SR2) Unit L		Chillicothe	OH	USA	45601	2000			Strip
6940 Navarre Center			Oregon	OH	USA	43616	1795			Strip
4520 Tulsa Promenade	4107 S. Yale Avenue #227		Tulsa	OK	USA	74135	1128	10/19/2002	1/31/2013	Mall
71 Crossroads Mall	1120 Crossroads Mall		Oklahoma City	OK	USA	73149	1465	2/1/2009	1/31/2011	Mall
331 Central Mall	200 "C "Ave.		Lawton	OK	USA	73501	2118	7/1/2009	6/30/2014	Mall
925 Quail Springs Marketplace	2324 W. Memorial Place		Oklahoma City	OK	USA	73134	2116	1/1/2010	1/31/2012	Strip
1315 Sooner Mall	3411 W. Main Street		Norman	OK	USA	73072	1150	2/1/2010	1/31/2015	Mall
1326 Woodland Hills Mall	7021 South Memorial Drive	Room 0281	Tulsa	OK	USA	74133	1626	2/1/2009	1/31/2016	Mall

1868 Arrowhead Mall	501 N. Main Street, Suite 116		Musgokee	OK	USA	74401	1644	2/1/2008	1/31/2011	Mall
2501 Riverside Market	9067 Riverside Drive	Unit B	Tulsa	OK	USA	74137	1200	7/1/2008	6/30/2013	Strip
2652 Silver Springs Pointe S/C	7640 N W Expressway		Oklahoma City	OK	USA	73132	1515	11/1/2008	10/31/2013	Strip
2703 Edmond Plaza	2000 W. Danforth Avenue	Suite # T-2	Edmond	OK	USA	73003	1800	2/1/2010	1/31/2012	Strip
2723 Belle Isle Station	1841 Belle Isle Blvd.	Suite M2822	Oklahoma City	OK	USA	73118	1800	2/1/2009	1/31/2014	Strip
2784 Mustang Commons	216 N. Mustang Mall Terrace	# 230	Mustang	OK	USA	73064	3853	8/1/2009	7/31/2012	Strip
2804 Cimarron Plaza	430 W. Wekiwa Road		Sand Springs	OK	USA	74063	1980	2/1/2010	8/31/2012	Strip
2821 Shawnee S/C	4903 N. Union Street	Suite 109	Shawnee	OK	USA	74801	1600	8/1/2009	7/31/2014	Strip
2845 New Castle Plaza	661 NW 32nd Street	Suite G	Newcastle	OK	USA	73065	1600	2/1/2010	1/31/2012	Strip
2871 Wal-Mart Plaza	627 12th Avenue N.E.	Suite 110	Norman	OK	USA	73071	1600	2/1/2010	1/31/2013	Strip
2910 Sallisaw West Plaza	1109 West Ruth Street		Sallisaw	OK	USA	74955	1400	2/1/2010	1/31/2013	Strip
2981 Durant S/C, W/M	519 University Place	Suite E	Durant	OK	USA	74701	2400	9/1/2009	8/31/2012	Strip
3002 Westgate Marketplace	6300 SW 3rd Street		Oklahoma City	OK	USA	73128	3000	2/1/2010	1/31/2015	Strip
3073 Owasso Market	12401 E. 96th St. N.		Owasso	OK	USA	74055	2000	12/1/2009	11/30/2012	Strip
3092 Enid Shopping Center	5503 Owen K. Garriot Road	Suite #1	Enid	OK	USA	73703	3000	2/9/2005	1/31/2011	Strip
3103 Duncan SWM	1829 North Highway 81	Suite 4	Duncan	OK	USA	73533	1575	2/1/2010	1/31/2012	Strip
3109 River City Plaza	NEC 11th St & Hwy 62		Muskogee	OK	USA		1800	6/29/2006	6/30/2011	Strip
3205 Pryor Plaza	149 Steve Barry Blvd.		Pryor	OK	USA	74361	1600	2/1/2011	1/31/2013	Strip
3228 Okmulgee Retail Center	1821 S. Wood Drive		Okmulgee	OK	USA	74447	2130	5/1/2010	4/30/2012	Strip
3258 Sooner Center	1640 Sooner Road	Suite A	Midwest City	OK	USA	73110	2275	3/16/2006	2/28/2011	Strip
3430 Southern Crossing	10914 South Memorial Drive		Tulsa	OK	USA	74133	2146	6/23/2005	1/31/2011	Strip
3440 Woodward Plaza	3305 First Street, Space F		Woodward	OK	USA	73801	1748	10/1/2010	1/31/2011	Strip
3599 McAlister SWM	522 South George Night Expressway	Space 480	McAlister	OK	USA	74501	2500	8/17/2006	1/31/2012	Strip
3604 Ponca City SWM	901 E Prospect Avenue	Space #C1.4	Ponca City	OK	USA	74601	2000	4/27/2006	4/30/2011	Strip
3884 Yukon SWM	I-40 & Garth Brooks		Yukon	OK	USA		2400	5/10/2007	1/31/2012	Strip
3887 Redbud Corners	2423 W. Kenosha		Broken Arrow	OK	USA		1723	6/21/2007	6/30/2012	Strip
4338 Oakwood Mall	4125 West Owen K Garriot Unit F-01A 4901 N KICKAPOO STREET SPACE 1554	Suite F1-B	Enid	OK	USA	73703	1306	2/1/2009	1/31/2011	Mall
4533 SHAWNEE MALL	Unit 1554		SHAWNEE	OK	USA	74804	878	10/1/2010	1/31/2011	Mall
WASHINGTON PARK 4551 MALL	2350 S.E. WASHINGTON BLVD. Unit 406		BARTLESVILLE	OK	USA	74006	696	1/1/2010	1/31/2012	Mall
4576 Quail Springs Mall	2501 W. Memorial Rd. Unit 234		Oklahoma City	OK	USA	73134	999	9/29/2001	1/31/2012	Mall

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4580	PENN SQUARE MALL	1901 NW EXPRESSWAY Unit 2046		OKLAHOMA	OK	USA	73118	1533	8/1/2009	7/31/2016	Mall
5175	Lawton Plaza	2413 NW 67th Street Unit Suite F		Lawton	OK	USA	73505	1615	2/1/2009	1/31/2014	Strip
5272	University Plaza	1142 East 2nd Street Unit 8531 N. Rockwell Avenue Unit		Edmond	OK	USA	73034	2040	8/1/2009	7/31/2014	Strip
5288	Rockwell Plaza			Oklahoma City	OK	USA	73132	1870	4/1/2009	3/31/2011	Strip
5395	Pioneer Square Shopping Center	533 N. Perkins Road Unit		Stillwater	OK	USA	74075	2000	7/1/2009	6/30/2014	Strip
5431	Woodland Crossing	7105 S. Memorial Drive Unit		Tulsa	OK	USA	74133	1633	10/1/2010	9/30/2013	Strip
5439	Wal-Mart - Tahlequah	409 Daisy Drive Unit Suite C 2712 South Telephone Road Unit		Tahlequah	OK	USA	74464	1280	8/1/2009	7/31/2014	Strip
5534	Riverwalk Center			Moore	OK	USA	73160	1600	2/1/2010	1/31/2015	Strip
			7386 S Olympia Ave W Ste								
6024	Tulsa Hills Shopping Center	SWC of 71st Street & Hwy. 75	B9	Tulsa	OK	USA	74132	1600	9/25/2008	9/30/2013	Strip
6665	SWM Southwest Crossroads	12154 S. Waco Ave. 2401 12th Ave. NW, Suite 104F		Sapulpa	OK	USA	74066	1426	11/4/2010	1/31/2016	Strip
6719	Ardmore Commons			Ardmore	OK	USA	73401	1600	10/16/2010	1/31/2016	Strip
6811	Ft. Sill	6322 NW Currie Rd.		Ft. Sill	OK	USA	73503	864	10/4/2010	10/3/2012	Strip
6829	Tinker AFB	3420 D. Ave. Rm. 105B		Tinker	OK	USA	73145	1076	10/4/2010	10/3/2012	Strip
KONG	Kongregate Server Room	618 NW Glisan 9414 S.W. Washington Square Rd.	Suite 406-305	Portland	OR	USA	97209	2956	10/1/2007	10/1/2011	Office
332	Washington Square	2351 S.E. Tualatin Valley Hwy	Space #K09	Tigard	OR	USA	97223	1456	1/1/2009	1/31/2014	Mall
995	Sunset Esplanade			Hillsboro	OR	USA	97123	1400	9/1/2007	8/31/2012	Strip
1270	Rogue Valley Mall	1600 North Riverside Avenue		Medford	OR	USA	97501	1200	10/1/2009	1/31/2012	Mall
1440	Lloyd Center	956 Lloyd Center		Portland	OR	USA	97232	1154	6/18/2001	6/30/2012	Mall
1942	Valley River Center	Delta Freeway #26 12000 SE 82nd Avenue #2020		Eugene	OR	USA	97401	1200	1/1/2009	1/31/2013	Mall
1962	Clackamas Town Center	1307 N.E. 102nd Ave. Ste. L-2		Portland	OR	USA	97266	2230	2/1/2008	1/31/2013	Mall
2213	Gateway S/C	4328 S. E. 82nd Ave., Suite 3000		Portland	OR	USA	97220	1284	10/1/2010	9/30/2013	Strip
2251	Eastport Plaza			Portland	OR	USA	97266	1422	4/17/2008	4/16/2013	Strip
2442	Clackamas Promenade	8954 SE Sunnyside Road 25725 E Southwest Gwen Drive		Clakamas	OR	USA	97015	1665	6/1/2008	5/31/2013	Strip
2541	Argyle Comers			Wilsonville	OR	USA	97070	1385	3/1/2009	2/29/2012	Strip
2744	Tanasbourne Town Center	18033 W. Evergreen Prkwy	Suite K	Hillsboro	OR	USA	97006	2684	5/1/2009	4/30/2014	Strip
2793	Ontario Marketplace	215 E. Lane St.	# 3	Ontario	OR	USA	97914	2100	11/1/2010	1/31/2016	Strip
2886	Pendleton Retail Center	110 Southwest 20th St	Space C	Pendleton	OR	USA	97801	2584	2/1/2010	1/31/2013	Strip
2894	McMinnville Center	2275 NE 27th Street	Suite B	McMinnville	OR	USA	97218	1400	11/11/2009	1/31/2013	Strip
3212	Devonshire Shops	3815 Devonshire Avenue NE	Ste. #	115 Salem	OR	USA	97305	2600	4/29/2005	4/30/2015	Strip
3677	Klamath Village	3480 Washburn Way 1895 14th Ave SE, Space A123	Suite E	Klamath Falls	OR	USA	97603	2400	7/12/2007	7/31/2017	Strip
3760	Heritage Mall			Albany	OR	USA	97322	1856	11/30/2006	1/31/2014	Strip
4185	Rogue Valley Mall	1600 North Riverside Unit 2135		Medford	OR	USA	97501	1035	4/8/2003	4/30/2013	Mall
4191	PIONEER PLACE	700 SOUTHWEST 5TH AVE. Unit 4050		PORTLAND	OR	USA	97204	1691	12/1/2008	1/31/2012	Mall
4416	SALEM CENTER	401 CENTER STREET NE Unit B103		SALEM	OR	USA	97301	1357	2/1/2011	1/31/2012	Mall
4522	LLOYD CENTER	955 LLOYD CENTER Unit H- 126		PORTLAND	OR	USA	97232	1430	2/1/2010	1/31/2012	Mall
4545	GATEWAY MALL	3000 GATEWAY ST. Unit 610		SPRINGFIELD	OR	USA	97477	969	9/29/2001	1/31/2012	Mall
4568	WASHINGTON SQUARE	9540 SW WASHINGTON SQUARE ROAD		TIGARD	OR	USA	97223	1240	1/1/2009	1/31/2013	Mall
4622	Lancaster Mall	Unit H-15 831 Lancaster Drive Unit Suite 27		Salem	OR	USA	97301	1536	7/9/2004	7/31/2014	Mall
5369	Broadway and Jackson Shops at the Old Mill District (The)	617 SW Jackson Street Unit 450 Powerhouse Drive Unit Suite 403		Portland	OR	USA	97201	1672	3/1/2005	2/28/2015	Strip
5411		2705 NE 238th Street Unit Suite D		Bend	OR	USA	97702	1272	7/16/2004	7/31/2014	Strip
5481	Wood Village Shops			Wood Village	OR	USA	9060	1500	2/15/2005	2/28/2015	Strip

5510	Langer Farms	2115 SW Baylor Way Unit Suite 105		Sherwood	OR	USA	97140	1500	4/1/2010	3/31/2012	Strip
5542	Clackamas Retail Shops Keizer Station Village Center	9960 SE 82nd Street Unit 6385 Ulai Drive	Space 102	Portland	OR	USA	97266	1431	6/1/2010	5/31/2013	Strip
6215		1580 NW 9th Street Suite 104	9th Street & Garfield Ave	Keizer	OR	USA	97303	1493	4/30/2009	4/30/2014	Strip
6406	Corvallis Market Center			Corvallis	OR	USA	97330	1654	12/11/2008	1/31/2014	Strip
6500	Peterkort Town Square	11198 SW Barnes Rd. 780 NW Garden Valley Boulevard		Portland	OR	USA	97225	1500	10/22/2009	1/31/2015	Strip
6585	Garden Valley		Suite 50-B2	Roseburg	OR	USA	97470	1956	4/1/2010	3/31/2015	Strip
6657	SWM Pony Village Mall	1611 Virginia Ave.		North Bend	OR	USA	97459	1960	7/9/2010	7/31/2015	Strip
6749	SWM Delta Center	1750 Delta Waters Rd. #103		Medford	OR	USA	97504	2000	12/2/2010	1/31/2016	Strip
6772	SWM La Grande	11627 Island Ave Suite 11 618 Building NW Glisan Street		Island City	OR	USA	97850	1461	11/23/2010	1/31/2016	Strip
9942	Kongregate Portland			Portland	OR	USA		2956	10/1/2010	9/30/2013	Strip
3659	Hermitage Crossing	1031 North Hermitage Rd.		Hermitage	PA	USA	16148	2000	10/6/2006	1/31/2012	Strip
29	Willow Grove Park GameStop West Chester Office	2500 Moreland Road 600 Willowbrook Lane		Willow Grove West Chester	PA	USA	19090	1046	6/1/2008	1/31/2011	Mall
34					PA	USA	19382	6114	7/1/2011	6/30/2012	OFFICE
122	Century III Mall	3075 Clairton Road, # 192		West Mifflin	PA	USA	15123	972	7/29/2002	7/31/2012	Mall
182	Monroeville Mall	Route 22 & Mall Drive	Suite 257A	Monroeville	PA	USA	15146	1859	3/1/2005	2/28/2015	Mall
286	Colonial Park Mall	Route 22 and Colonial Road		Harrisburg	PA	USA	17109	1785	8/1/2008	7/31/2011	Mall
289	Exton Square Mall	227 Exton Square US Route 1/Baltimore Pike/Route 352		Exton	PA	USA	19341	1259	1/1/2007	12/31/2013	Mall
326	Granite Run Mall			Media	PA	USA	19063	1400	3/1/2008	2/28/2013	Mall
344	Chambersburg Mall	910 Chambersburg Mall		Chambersburg	PA	USA	17201	901	2/1/2010	1/31/2011	Mall
375	Park City Mall	127 Park City Center		Lancaster	PA	USA	17601	1332	3/24/2008	10/31/2014	Mall
400	Belair Plaza	9861 Bustleton Avenue		Philadelphia	PA	USA	19115	1248	9/1/2010	8/31/2012	Strip
407	Academy Plaza S/C	3229 Red Lion Road 4229-35 North Broad Street (Route 611)		Philadelphia	PA	USA	19114	1500	4/1/2010	3/31/2013	Strip
433	Broad & Hunting Plaza		Spaces # 5 & # 8	Philadelphia	PA	USA		1700	2/1/2010	1/31/2011	Strip
508	Shenango Valley Mall	3285 East State Street		Hermitage	PA	USA	16148	1837	2/1/2010	1/31/2011	Mall
620	Whitman Plaza	330 Oregon Ave.		Philadelphia	PA	USA	19148	1600	6/1/2006	5/31/2011	Strip
621	One and Olney Square Marple Crossroads Shopping Center	101 E. Olney Ave. 400 So. State Road		Philadelphia Springfield	PA	USA	19120	1500	7/1/2008	6/30/2013	Strip
631					PA	USA	19064	1200	2/1/2008	1/31/2013	Strip
632	Upper Darby--69th Street	69th Street	51 South 69th St.	Upper Darby	PA	USA	19125	2400	6/1/2006	5/31/2011	Strip
636	Port Richmond Village	2499 Aramingo Ave.	Suite A	Philadelphia	PA	USA	19125	2242	5/1/2010	4/30/2013	Strip
637	Whiteland Town Center Fairless Hills Shopping Center	129 West Lincoln Hwy. 491 Oxford Valley Rd.		Exton Fairless Hills	PA	USA	19341	1200	10/1/2008	9/30/2011	Strip
661					PA	USA	19030	2000	2/1/2010	1/31/2011	Strip
666	Great Northeast Plaza	2201 Cottman Ave.	Suite 245	Philadelphia	PA	USA	19152	1951	12/1/2008	1/31/2014	Strip
668	Andorra Shopping Center Berkshire Square Shopping Center	8500 Henry Ave. 1141 Berkshire Blvd.		Philadelphia Wyomissing	PA	USA	19128	1450	7/1/2007	6/30/2012	Strip
718					PA	USA	19610	2000	8/1/2006	7/31/2011	Strip
764	York Marketplace	2529 East Market Street	fka 2501	York	PA	USA	17402	1800	1/1/2010	12/31/2011	Strip

765 Golden Triangle Shopping Center
766 Gateway Square
785 Robinson Town Centre
795 Southland Four Seasons Centre
810 North Hills Village Mall
898 Union Square
904 Siniawa Plaza II
918 Airport Square
938 Edgewood Town Center
955 Manoa S/C
958 West Cheltenham Ave.
967 Huntingdon Valley S/C
976 Cranberry Commons
1193 Gallery II at Market East
1253 Springfield Mall
1256 Montgomery Mall
1264 Mall at Steamtown (The)
1305 Millcreek Mall
1347 Oxford Valley Mall
1381 Clearview Mall
1551 Waterworks
1554 Crossroads Plaza
1735 Aramingo Super Center
1739 South Philly S/C
1740 Mayfair Shopping Center
1741 Audubon Square
1743 North Penn Marketplace
1748 Collegeville S/C
1758 Southampton S/C
1760 City Line / City Avenue Shopping Center
1762 Hope Plaza
1784 Doylestown Point
1791 Paxton Town Center
1838 West Manchester Mall
1845 Capital City Mall
2266 Abington Town Square
2299 Commerce Plaza
2306 Creekside Plaza
2339 William Penn Plaza
2418 Wilkes-Barre Commons
2449 Bristol Commerce Park
2457 Northtowne Plaza S/C
2520 Devon Square S/C
2606 Chippewa Town Center
2632 Center Point Place
2634 Greengate Center
2654 Southtowne Plaza
2701 Trainers Corner Shopping Center
2718 Plank Road Shopping Center
2738 West Valley Marketplace
2739 Coventry Square
2742 Buckhorn Plaza
2849 West Sadsbury Commons
2885 Summit Ridge S/C
2919 Union Square
3017 The Court at Upper Providence aka Upper
3172 Hazel Marketplace
3190 Bethel Park S/C
3263 Carlisle Crossing
3273 Willow Grove Pointe
3280 Mt. Nebo Pointe
3321 Chartiers Valley Shopping Center
3343 Shamokin SWM
3452 Richland Town Center
3484 Monaca SWM
3522 Warren Commons
3696 Miracle Mile S/C
3705 Fayette Crossing
3706 High Pointe Commons
3739 Oxford Commons

3785 Wildcat Commons
 3852 Highlands Mall

 3853 Park West Town Center
 3895 Covered Bridge Marketplace
 3912 Grandview Crossing
 3934 Shops of Upper Hanover
 3955 Shrewsbury Commons

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1320 Lititz Pike, Space 8		Lancaster	PA USA	17601	1800	2/1/2010	1/31/2012	Strip	
125 Gateway Drive, Suite 101		Mechanicsburg	PA USA	17055	1200	5/1/2007	4/30/2012	Strip	
1940 Park Manor Blvd.		Pittsburgh	PA USA	15205	1877	10/1/2007	9/30/2012	Strip	
649 Clairton Blvd.		Pleasant Hills	PA USA	15236	3000	1/1/2010	1/31/2013	Strip	
4801 McKnight Road	Rm #	107	Pittsburgh	PA USA	15237	1769	7/1/2010	6/30/2012	Strip
3874 Union Deposit Road		Harrisburg	PA USA	17109	1520	12/1/2008	11/30/2011	Strip	
739 Scranton Carbondale Highway		Scranton	PA USA	18508-1121	1490	12/1/2003	1/31/2011	Strip	
801 Bethlehem Pike		Montgomeryville	PA USA	19454	2000	5/1/2010	4/30/2012	Strip	
1611 Edgewood Town Center		Edgewood	PA USA	15218	1500	1/1/2010	1/31/2011	Strip	
1305 Westchester Pike # 20		Havertown	PA USA	19083	2027	11/1/2010	10/31/2013	Strip	
45 West Cheltenham Avenue		Philadelphia	PA USA	19144	1466	2/1/2008	1/31/2011	Strip	
775 Huntingdon Pike		Huntingdon Valley	PA USA	19006	1200	12/1/2009	1/31/2011	Strip	
1713 Route 228, Suite B-2		Cranberry Township	PA USA	16066	1569	1/1/2008	12/31/2012	Strip	
Ninth & Market Streets		Philadelphia	PA USA	19107	1620	2/1/2009	1/31/2011	Mall	
1250 Baltimore Pike		Springfield	PA USA	19064	1200	10/1/2007	9/30/2012	Mall	
286 Montgomery Mall		North Wales	PA USA	19454	1225	2/1/2003	1/31/2013	Mall	
Mall at Steamtown #209		Scranton	PA USA	18503	1167	2/1/2007	1/31/2014	Mall	
Interchange Road & Peach Street		Unit 505	Erie	PA USA	16565	1230.49	2/1/2006	5/31/2013	Mall
2300 East Lincoln Highway	# P	-5	Langhorne	PA USA	19407	1764	2/1/2004	1/31/2014	Mall
101 Clearview Circle	Mall Rm #725		Butler	PA USA	16001	1559	2/1/2010	1/31/2012	Mall
957 Freepoint Road		Pittsburgh	PA USA	15238	1600	5/1/2008	4/30/2013	Strip	
800 Bustleton Pike		Richboro	PA USA	18954	1511	9/1/2007	8/31/2012	Strip	
2539 E. Castor Avenue		Store #1	Philadelphia	PA USA	19134	2000	2/1/2010	1/31/2015	Strip
24th Street & Oregon Avenue			Philadelphia	PA USA	19145	1350	11/6/2001	11/30/2011	Strip
6406 Sackett Street			Philadelphia	PA USA	19149	1620	12/1/2009	1/31/2013	Strip
S 617 Trooper Road			Audubon	PA USA	19403	1600	11/1/2009	1/31/2011	Strip
1551 Valley Forge Road		Store #G	Lansdale	PA USA	19446	2000	12/1/2009	1/31/2011	Strip
222 West Main Street			Collegeville	PA USA	19426	1280	12/1/2006	11/30/2011	Strip
499 Second Street Pike			Southampton	PA USA	18966	2000	8/1/2008	1/31/2011	Strip
7630 City Line Avenue, Unit 14			Philadelphia	PA USA	19151	900	12/1/2009	1/31/2012	Strip
2109-99 W, Lehigh Avenue			Philadelphia	PA USA	19132	2400	2/1/2010	1/31/2011	Strip
1661 Easton Road			Doylestown	PA USA	18901	1408	1/1/2010	1/31/2013	Strip
Rt 22, Paxton Township			Harrisburg	PA USA		1600	7/1/2010	1/31/2011	Strip
6226 West Manchester Mall			York	PA USA		1458	12/15/2007	1/31/2013	Mall
3506 Capital City Mall Dr #642			Camp Hill	PA USA	17011	1023	5/25/2001	5/24/2011	Mall
1495 Old York Rd (Rt 611) Unit B			Abington	PA USA	19001	1406	5/1/2008	4/30/2013	Strip
2201 North Broad Street		Suite B	Philadelphia	PA USA	19148	1320	5/25/2009	5/24/2012	Strip
1207 MacDade Blvd.		Ste 170	Collingdale	PA USA	19023	2400	3/1/2010	2/28/2015	Strip
3087 William Penn Hwy. # C			Easton	PA USA	18045	1050	7/1/2008	6/30/2011	Strip
3530 Wilkes Barre Township Commons			Wilkes-Barre	PA USA	18702	2000	8/1/2009	7/31/2014	Strip
230 Commerce Circle			Bristol Borough	PA USA	19007	2000	8/1/2008	7/31/2013	Strip
44 East German Town Pike			East Norristown	PA USA	19401	1920	6/1/2008	5/31/2013	Strip
650 West Lancaster			Wayne	PA USA	19087	1575	11/1/2008	10/31/2013	Strip

200 N. Constitution Blvd.		Beaver Falls	PA USA	15010	1840	11/1/2008	10/31/2013	Strip
892 West Street Road Rt. 30 & Greengate Center Drive		Warminster	PA USA	18974	1550	11/1/2008	10/31/2013	Strip
3100 Oakland Avenue		Hempfield	PA USA	15601	1500	5/1/2010	4/30/2015	Strip
210 N. West End Blvd.	Suite 256	Indiana	PA USA	15701	2577	11/1/2008	10/31/2013	Strip
2740 Old Rt. 220 Rd.	Suite A21	Quakertown	PA USA	18951	1920	2/1/2010	1/31/2012	Strip
1091 Mill Creek road		Altoona	PA USA	16601	1200	2/1/2010	1/31/2013	Strip
501 West Schuylkill Road		Allentown	PA USA	18106	1400	9/1/2010	8/31/2012	Strip
76 Lunger Dr	Suite 450	Pottstown	PA USA	19465	1674	1/1/2010	12/31/2014	Strip
412 Commons Drive		Bloomsburg	PA USA	17815	1500	3/24/2005	1/31/2011	Strip
735 Summit Ridge Plaza		Parquesburg	PA USA	19365	1800	2/1/2010	1/31/2013	Strip
2519 W. State Road		Mt Pleasant	PA USA	15666	2500	7/1/2009	6/30/2014	Strip
1863 Ridge Pike Suite 108		New Castle	PA USA	16101	1600	7/1/2009	6/30/2014	Strip
18201 Airport Road		Royersford	PA USA	19468	1600	8/23/2007	1/31/2013	Strip
5055 Library Road		Hazleton	PA USA	18202	1500	2/1/2010	1/31/2013	Strip
256 W Minster Drive		Bethel Park	PA USA	15102	2449	7/1/2010	6/30/2013	Strip
3900 Welsh Road		Carlisle	PA USA	17013	2335	3/23/2006	3/22/2011	Strip
Mt Nebl & Camp Home Rd		Willow Grove	PA USA	19090	2000	9/11/2009	9/30/2014	Strip
1025 Washington Pike		Pittsburgh	PA USA		1513	2/16/2006	2/28/2011	Strip
Hwy 225 & St. Rt. 61	Unit#	Bridgeville	PA USA	15017	2244	10/27/2005	1/31/2011	Strip
113 Rown Centre Drive		Shamokin	PA USA		1600	12/7/2006	1/31/2012	Strip
3942 Brodhead Road		Johnstown	PA USA	15904	2000	2/1/2011	2/28/2014	Strip
2775 Market St. Suite 620		Monaca	PA USA	15061	2500	2/9/2006	2/28/2011	Strip
#5 Miracle Mile Drive		Warren	PA USA	16365	1600	12/8/2006	1/31/2012	Strip
221 WalMart Dr		Monroeville	PA USA	15146	1500	12/8/2006	1/31/2012	Strip
4640 High Pointe Blvd.		Uniontown	PA USA	15401	1600	10/11/2007	1/31/2013	Strip
Rt 10 & Rt 1		Harrisburg	PA USA	17111	1600	11/2/2006	11/30/2011	Strip
305 Colony Lane		Lower Oxford	PA USA	19363	1820			Strip
64 Highlands Mall		Latrobe	PA USA	5650	1400	1/11/2007	1/31/2012	Strip
		Natrona Heights	PA USA	15065	1600	2/14/2008	2/28/2013	Strip
	1575 North 52nd Street Ste							
52nd & Jefferson Streets		Philadelphia	PA USA	19131	2012	6/2/2008	7/31/2013	Strip
2405 Covered Bridge Dr, Suite 120		Lancaster	PA USA	17602	1600	8/1/2007	1/31/2013	Strip
500 Grandview Crossing dr Blommer Dr. at Gravel Pike (SR 29)		Gibsonia	PA USA	15044	1623	10/10/2007	1/31/2013	Strip
808 Shrewsbury Commons Ave		Greenville	PA USA	18041	2250	3/7/2007	6/30/2012	Strip
		Shrewsbury	PA USA	17361	1300	6/27/2007	6/30/2012	Strip

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3958 Village of East Side	6401 Penn Avenue	Suite 245	Pittsburgh	PA USA	15206	1500 7/4/2007	7/31/2012	Strip
4061 CAPITAL CITY MALL	3579A CAPITAL MALL DR	Store #218	CAMP HILL	PA USA	17011	1041 10/13/2005	1/31/2011	Mall
4063 INDIANA MALL	2334 OAKLAND AVE Unit 260		INDIANA	PA USA	15701	1050 9/1/2003	8/31/2013	Mall
4077 MILLCREEK MALL	310 MILLCREEK MALL Unit		ERIE	PA USA	16565	1061 6/1/2008	5/31/2013	Mall
4080 Lehigh Valley Mall	242 Lehigh Valley Mall Unit 2066		Whitehall	PA USA	18052	1147 4/1/2004	3/31/2014	Mall
4085 NESHAMINY MALL	102 NESHAMINY MALL Unit 102		BENSALEM	PA USA		1557 3/12/2001	3/31/2011	Mall
4091 LAUREL MALL	170 LAUREL MALL Unit 7		HAZELTON	PA USA	18201	1326 8/1/2009	1/31/2011	Mall
4121 UNIONTOWN MALL	1115 MALL RUN ROAD Unit 155		UNIONTOWN	PA USA	15401	1133 2/1/2010	1/31/2011	Mall
4126 NORTH HANOVER MALL	1155 CARLISLE STREET Unit 506		HANOVER	PA USA	17331	1090 5/1/2006	4/30/2011	Mall
4130 YORK GALLERIA	2899 WHITEFORD RD Unit RT 61 INTERSTATE 81	SP 272	YORK	PA USA	17402	895 12/1/2009	11/30/2012	Mall
4131 SCHUYLKILL MALL	Unit 901	ROOM 901	FRACKVILLE	PA USA	17931	902 5/1/2006	1/31/2011	Mall
4167 VIEWMONT MALL	RM 852 DICKSON CITY Unit 852		SCRANTON	PA USA	18508	918 5/1/2010	1/31/2011	Mall
4172 PALMER PARK MALL	156 PALMER PARK MALL Unit C12 & 13	SP C	-12-13 EASTON	PA USA	18045	1300 5/1/2010	1/31/2011	Mall
4174 DUBOIS MALL	690 SHAFFER ROAD Unit 62		DUBOIS	PA USA	15801	876 11/1/2009	1/31/2012	Mall
4175 COVENTRY MALL	ROUTE 724 & 100 BYPASS Unit E-1	SPACE B-5	POTTSTOWN	PA USA	19464	1198 4/1/2010	1/31/2011	Mall
4182 WASHINGTON CROWN CENTER	1500 WEST CHESTNUT STREET Unit 267		WASHINGTON	PA USA	15301	1049 12/2/2009	1/31/2011	Mall
4203 CRANBERRY MALL	P O BOX 551 RTES 322 & 257 Unit 260		CRANBERRY	PA USA	16319	1035 8/1/2009	7/31/2012	Mall
4206 LYCOMING MALL	300 LYCOMING MALL CIRCLE Unit		MUNCY	PA USA	17756	1080 2/18/2002	2/17/2012	Mall
4229 WESTMORELAND MALL	RT 30 EAST Unit	SP 247	GREENSBURG	PA USA	15601	1646 4/1/2008	4/30/2015	Mall
4251 WYOMING VALLEY	6 WYOMING VALLEY MALL Unit 724		WILKES BARRE	PA USA	18702	990 9/15/2007	9/14/2014	Mall
4275 WILLOW GROVE PARK	2500 MOORELAND RD Unit	SP 3089	WILLOW GROVE	PA USA	19090	1091 7/1/2010	1/31/2011	Mall
4276 NITTANY MALL	962 NITTANY MALL Unit 982	E COLLEGE AVE	STATE COLLEGE	PA USA	16801	1008 3/8/2001	3/7/2011	Mall
4298 HARRISBURG MALL	I-83 & PAXTON ST Unit	SP B -6	HARRISBURG	PA USA	17111	1088 6/1/2001	5/31/2011	Mall
4308 SUSQUEHANNA VALLEY	ROUTES 11 & 15 Unit C-3	SPACE C-3	SELINGSGROVE	PA USA	17870	1033 9/1/2006	1/31/2012	Mall
4319 ROBINSON TOWN CENTRE	100 ROBINSON CENTER DR. Unit 2570		PITTSBURGH	PA USA	15205	968 10/26/2001	10/31/2011	Mall
4334 BERKSHIRE MALL (PA)	1665 STATE HILL RD. Unit 760	SPACE 760	WYOMISSING	PA USA	19610	1250 1/1/2009	12/31/2013	Mall
4350 LEBANON VALLEY MALL	2255 LEBANON VALLEY MALL Unit B-10	ROUTE 422W	LEBANON	PA USA	17042	1500 9/1/2009	8/31/2012	Mall
4356 STROUD MALL	ROUTE 611 Unit 3300 LEHIGH STREET, SPACE #711 Unit		STROUDSBURG	PA USA	18360	1297 2/1/2002	1/31/2012	Mall
4381 SOUTH MALL	711		ALLENTOWN	PA USA		1199 5/2/2001	5/31/2011	Mall
4386 EXTON SQUARE	ROUTE 100 & 30 Unit 2675	SP 107	EXTON	PA USA	19341	712 4/1/2008	1/31/2011	Mall
4389 SOUTH HILLS VILLAGE	301 SOUTH HILLS VILLAGE	Unit 1112A	PITTSBURGH	PA USA	15241	1500 7/1/2008	6/30/2015	Mall
4396 KING OF PRUSSIA PLAZA	160 N. GULPH RD. Unit W3 & W4		KING OF PRUSSIA	PA USA	19406	1237 11/1/2003	12/31/2013	Mall
4399 York Galleria	2899 Whiteford Road Unit	Rt 30 & Mt. Zion Road	York	PA USA	17402	1200 9/13/2002	9/30/2012	Mall
4401 FRANKLIN MILLS II	1108 FRANKLIN MILLS CIRCLE Unit 453		PHILADELPHIA	PA USA	19154	1107 12/1/2008	1/31/2016	Mall
4411 PLYMOUTH MEETING MALL	500 WEST GERMANTOWN PIKE Unit 2355		PLYMOUTH MEETING	PA USA	19462	1350 12/1/2010	1/31/2011	Mall
4433 CHELTENHAM SQUARE	2385 CHELTENHAM AVE SPACE 334 Unit		PHILADELPHIA	PA USA	19150	1351 8/1/2000	1/31/2011	Mall
4448 LOGAN VALLEY	ROUTE 220 AND GOOD LANE Unit 124		ALTOONA	PA USA	16602	1103 8/1/2007	1/31/2011	Mall

4485 PLAZA AT KING OF PRUSSIA	160 N. GULPH RD. Unit 2014		KING OF PRUSSIA	PA USA	19406	1080	9/13/2001	12/31/2011	Mall
4491 PARK CITY	203 PARK CITY CENTER Unit		LANCASTER	PA USA	17601	764	5/1/2002	12/31/2012	Mall
4504 ROOSEVELT MALL	2371 COTTMAN AVE Unit	SP 44	PHILADELPHIA	PA USA	19149	1200	10/1/2009	1/31/2011	Mall
4512 CENTURY III MALL	3075 CLAIRTON RD. Unit 500 GALLERIA DRIVE	RM 640	West Mifflin	PA USA	15123	1367	1/1/2002	12/31/2011	Mall
4535 GALLERIA AT JOHNSTOWN	Unit	UNIT 142	JOHNSTOWN	PA USA	15902	1200	11/1/2002	10/31/2012	Mall
4540 BEAVER VALLEY	320 BEAVER VALLEY MALL Unit		MONACA	PA USA	15061	1128	11/1/2002	10/31/2012	Mall
4557 GRANITE RUN MALL	1067 W. BALTIMORE PIKE Unit 0283		MEDIA	PA USA	19063	1060	2/1/2010	1/31/2013	Mall
4590 ROSS PARK	1000 ROSS PARK MALL DRIVE Unit F12B		PITTSBURGH	PA USA	15237	1392	5/1/2010	4/30/2011	Mall
4615 Gallery at Market East, The	901 Market Street Unit 3230	Suite 3230 - 2nd level	Philadelphia	PA USA	19107	1064	4/1/2004	3/31/2014	Mall
4631 Galleria at Pittsburgh Mills	Galleria at Pittsburgh Mills Unit		Tarentum	PA USA		989	7/14/2005	7/31/2015	Strip
4640 WYNNEWOOD SHOPPING CENTER	50 EAST WYNNEWOOD ROAD Unit 20		WYNNEWOOD EAST	PA USA	19096	1562	11/1/2008	1/31/2011	Strip
4672 NORRITON SQUARE LAWRENCE PARK	67 E. GERMANTOWN PIKE Unit		NORRITON	PA USA	19401	2000	12/1/2008	1/31/2011	Strip
4674 SHOPPING CENTER	1991 SPROUL RD. Unit 6		BROOMALL	PA USA	19008	1199	9/1/2006	8/31/2011	Strip
4691 Flourtown	1838 BETHLEHEM PIKE Unit 7		FLOURTOWN	PA USA	19031	2027	9/1/2009	1/31/2012	Strip
4695 Northampton Crossings	3782 Easton Nazareth Hwy. Unit		Easton	PA USA	18045	1785	11/10/2001	2/29/2012	Strip
4702 Colonial Commons	5110 Jonestown Rd. Unit 1750		Harrisburg	PA USA	17112	1515	11/1/2006	10/31/2011	Strip
4731 St. David's Square	550 E. Lancaster Ave. Unit C4		Radnor	PA USA	19087	2467	1/1/2008	12/31/2012	Strip
4732 Brandywine Square Shopping Center	1026 E. Lancaster Avenue Unit		Downingtown	PA USA	19335	2265	9/1/2007	8/31/2012	Mall
4743 Ralph's Corner Shopping Center	2333 Welsh Rd.		Lansdale	PA USA	19446	1800	5/1/2010	4/30/2013	Strip
4746 Broadcasting Square Shopping Center	2733 Papermill Road Unit	Suite X-10	Reading	PA USA	19610	1600	9/1/2007	8/31/2012	Strip
4769 Village of Southampton	170 East Street Road Unit		Feasterville	PA USA	19053	1702	10/1/2010	1/31/2011	Strip
4778 Barclay Square Shopping Center	1500 Garrett Road Unit		Upper Darby	PA USA	19082	1670	9/1/2007	8/31/2012	Strip
4799 Butler Commons	255 Butler Commons Unit		Butler	PA USA	16001	1406	10/1/2007	9/30/2012	Strip
4821 Lafayette Plaza S/C	216 Summit Park Drive		Pittsburgh	PA USA	15275	1887	2/1/2008	1/31/2013	Strip
4822 Donaldson's Crossroads Shopping Center	3957 Washington Road		McMurray	PA USA	15317	1922	11/1/2007	10/31/2012	Strip
4881 Shops on Forbes, The	5889 Forbes Avenue Unit 40 Noble Road Unit Suite 140		Pittsburgh	PA USA	15217-166	2000	3/1/2008	2/28/2013	Strip
4906 Carlisle Commons	1114 Commerce Boulevard Unit		Carlisle	PA USA	17103	1206	4/1/2008	3/31/2013	Strip
4913 Dickson City Commerce	253 MacDade Boulevard Unit		Dickson City	PA USA	18519	2000	4/1/2008	3/31/2013	Strip
4916 241 MacDade Boulevard	1745 S. Easton Road Unit H-3		Folsom	PA USA	19035	1500	5/1/2008	4/30/2013	Strip
5019 Bam Plaza	1752 Lincoln Highway Unit 2		Doylestown	PA USA	18901	1899	10/1/2008	9/30/2013	Strip
5056 Hillside East Plaza	837 E. Baltimore Pike Unit Shop "F"		Chambersburg	PA USA	17201	1470	2/1/2010	1/31/2013	Strip
5143 Shoppes at Longwood Village, The	Medical Arts / Iroquois Building		Kennett Square	PA USA	19348	1600	9/1/2008	8/31/2013	Strip
5169 Building	3608 Forbes Ave Unit Rt 23; Heritage Drive & I-76 Unit		Pittsburgh	PA USA	15213	1500	11/3/2003	1/31/2014	Street Front
5171 Morgantown Crossings	8930 Frankford Avenue Unit		Morgantown	PA USA	19520	1500	2/1/2010	1/31/2013	Strip
5176 Shelly Plaza	204 Schuylkill Road Unit 1-A		Philadelphia	PA USA	19136	1562	2/1/2009	1/31/2014	Strip
5211 The			Phoenixville	PA USA	19460	1900	1/1/2009	12/31/2013	Strip

5212 Hawthorne Centre
5233 Peach Tree Square
5245 Quakertown Plaza
5246 Cranberry Mall
5247 Shoppes at Brinton Lake, The

5278 Crest Plaza
5289 North Atherton Place
5297 Brentwood Towne Square
5347 Quartermaster Plaza
5432 Staples Plaza
5487 505 South Street

5564 Gettysburg Village
5576 Punxsutawney Shopping Center
5590 Northeast Tower

5605 Shippen Town Center
5820 Shops at Montage
5849 SWM @ Coal Creek Commerce Center
5931 Shops at LaSalle
5932 North Reading Plaza
5933 Montour Church Plaza
5979 Logan Town Centre
6008 London Grove Village
6082 The Shoppes at Rostraver
6088 Hillcrest Shopping Center

6100 Levittown Center

6101 Lycoming Crossing
6103 The Shops at Foster Brook

6183 SWM at Lewistown
6262 Bartonsville Plaza
6453 Larkins Comer S/C
6460 The Boulevard
6464 Station Center
6491 Exeter Commons
6496 Tilden Ridge S/C
6498 Airport Center
6509 SWM Hilltown Crossings
6514 SWM Silver Spring Commons
6535 MacArthur Center
6571 SWM Hilltop Plaza
6604 Providence Town Center
6610 SWM Trinity Point Center

6647 Plymouth Square
6653 SWM Delmont Retail
6663 Douglas Town Center
6692 West Goshen Town Center
6696 Willow Grove S/C
6752 SWM Hanover Crossing
6753 Staples Plaza
6923 Pocono Plaza
7053 Great Northeast Plaza
7062 Shops at Aramingo

694 Cowesett Comers Shopping Center
2321 Apple Valley Mall
2322 Hunt River Common
2349 Cranston Parkade
2551 Walnut Hill
3290 Salt Pond
3707 Centre of New England
3842 RK Newport Towne Center
4007 PROVIDENCE PLACE
4609 Warwick Mall
4848 Crossing at Smithfield, The
5581 RK Plaza
6145 Chapel View

6258 Westerly Crossing
6582 Johnston Plaza

133 Citadel Mall
146 Haywood Mall
153 Northwoods Mall
891 Tillmans Plaza
903 Northwoods Marketplace

2040 Fruitville Pike Unit 1909 Rotunda Drive Unit 895 West End Boulevard Unit 20111 Rt. 19 Unit Room 204 100 Evergreen Drive Unit Suite 125

1500 N. Cedar Crest Plaza Unit Space 1-3 1649 North Atherton Unit 4110 Brownsville Road Unit 2200 W. Oregon Avenue Unit 16234 Conneaut Lake Road Unit 505 South Street Unit
Gettysburg Village Factory Stores; Rt 15 & 97 Unit G-920 Wal-Mart Center Unit Adams Ave & Roosevelt Blvd. Unit Walnut Bottom Road & Airport Road Unit 210 2021 Shoppes Blvd
400 Terry Rich Boulevard 5301 Chew Avenue, Ste. B-2 5370 Allentown Pike 312 McHolme Dr.

190 Falon Lane #190 917 Gap Newport Pike 108 Pricedale Rd

163 Hillcrest Shopping Center #163

165 D. Levittown Pkwy #32

I-80 & Lycoming Mall Rd.

34 Foster Brook Blvd., space 34

Hwy 522 S

RR 14 Box 14
653 Conchester Road

11000 Roosevelt Blvd., Suite 153 2900 N. Broad & Glenwoods Street 4611 Perkiomen Avenue State Rt. 61 and Lowland Rd.

919 Airport Center Dr. 1515 Bethlehem Pike 6520 Carlisle Pike 2653 MacArthur Road 6 Hilltop Plaza Rte 422 & Rte 29 48 Trinity Point Dr, #4

200 West Ridge Pike, Suite 125A 6750 Hollywood Rd #300 173 Holly Road, Ste 40 1115 West Chester Pike 132 Park Ave.

415 Eisenhower Dr.

58 Staples Plaza, Suite 130 300 Lincoln Ave.

Cottonman Ave and Bustleton Ave. 3801 Aramingo Ave.

300 Quaker Lane 445 Putnam Pike 52 French Town Road. 7 Garfield Avenue 1500 Diamond Hill Road 91 Point Judith Rd., #22

672 Centre of New England Drive 199 Connell Highway 45 PROVIDENCE PLACE Unit A305 400 Bald Hill Road Unit B-115 371 Putnam Pike Unit 288 East Main Road Unit 1000
Chapel View Blvd., Suite 112 143 Franklin St. Suite 8 11 Commerce Way 2070 San Rittenberg Blvd 700 Haywood Road 2150 Northwoods Boulevard 7362-A Two Notch Road 7620
Rivers Avenue, Suite 350

LEASED PROPERTIES

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Lancaster	PA	USA	17601	1607	2/1/2009	1/31/2014	Strip	
Erie	PA	USA	16509-7715	1524	4/1/2009	3/31/2014	Strip	
Quakertown	PA	USA	18951	1600	4/29/2004	4/30/2014	Strip	
Cranberry Township	PA	USA	16066	2250	4/1/2009	3/31/2011	Strip	
Glen Mills	PA	USA	19342	1400	12/8/2003	1/31/2014	Strip	
Allentown	PA	USA	18104	1753	7/1/2009	6/30/2014	Strip	
State College	PA	USA	16803	2000	9/1/2009	8/31/2014	Strip	
Pittsburgh	PA	USA	15227	1581	7/1/2009	6/30/2014	Strip	
Philadelphia	PA	USA	19145	1797	2/1/2010	1/31/2011	Strip	
Meadville	PA	USA	16355	1600	7/30/2009	7/29/2014	Strip	
Philadelphia	PA	USA		1200	4/1/2009	3/31/2011	Street Front	
1863 Gettysburg Village Drive	Gettysburg	PA	USA	17325	1250	6/1/2010	5/31/2013	Strip
21880 State Route 119	Punxsutawney	PA	USA	15767	1920	6/1/2010	1/31/2011	Strip
	Philadelphia	PA	USA	19019	1500	10/1/2010	1/31/2011	Strip
	Shippensburg	PA	USA	17257	1600	9/1/2010	1/31/2011	Strip
	Moosic	PA	USA	18507	2000	8/1/2007	8/31/2012	Strip

		St. Clair	PA	USA	17970	1982.5	8/7/2008	8/31/2013	Strip
		Philadelphia	PA	USA	19138	1600	7/7/2009	8/31/2014	Strip
	Unit H8	Temple	PA	USA	19560	3270	10/25/2007	1/31/2013	Strip
		Pittsburgh	PA	USA	15275	1800	10/25/2007	1/31/2013	Strip
		Altoona	PA	USA	16602	1390	9/15/2008	10/31/2013	Strip
		Avondale	PA	USA	19311	1600	12/6/2007	12/31/2012	Strip
	Suite 600	Belle Vernon	PA	USA	15012	1500	11/8/2007	2/28/2013	Strip
		Lower Burrell	PA	USA	15068	1400	7/3/2008	7/31/2013	Strip
	RT. 13 & Levittown Parkway 340 S Lycoming Mall Rd Ste	Levittown	PA	USA	19055	1600	4/2/2010	4/30/2015	Strip
	E	Williamsport	PA	USA	17756	1600	9/18/2008	9/30/2013	Strip
		Bradford	PA	USA	16701	2343	4/24/2008	4/30/2013	Strip
	46 Supercenter Plaza Dr Ste								
	106 F	Lewistown	PA	USA	17044	1600	6/26/2008	6/30/2013	Strip
	Space #2	Bartonsville	PA	USA	18321	2000	4/2/2009	4/30/2014	Strip
		Boothwyn	PA	USA	19061	1950	3/16/2009	10/31/2014	Strip
		Philadelphia	PA	USA	19106	1650	6/12/2009	6/30/2014	Strip
Unit #	2	Philadelphia	PA	USA	19132	2400	5/3/2009	5/31/2014	Strip
	Space # S-5A	Reading	PA	USA	19606	2000	7/6/2009	1/31/2015	Strip
		Hamburg	PA	USA		2000			Strip
		Allentown	PA	USA	18109	1600	10/29/2009	10/31/2014	Strip
		Hatfield	PA	USA	19440	2250			Strip
		Mechanicsburg	PA	USA	17050	3000	10/8/2009	1/31/2015	Strip
		Whitehall	PA	USA	18052	2065	4/15/2010	6/30/2015	Strip
		Kittanning	PA	USA	16201	1750	11/12/2009	1/31/2015	Strip
		Collegeville	PA	USA	19426	2419			Strip
		Washington	PA	USA	15301	3560	4/1/2010	3/31/2015	Strip
	125 Plymouth Square Shopping Center	Conshohocken	PA	USA	19428	2855	10/14/2010	1/31/2016	Strip
		Delmont	PA	USA	15626	1200	7/9/2010	7/31/2015	Strip
		Boyertown	PA	USA	19525	1950	5/10/2010	5/10/2015	Strip
	Store #A-10	West Chester	PA	USA	19382	1600	11/22/2010	11/30/2015	Strip
		Willow Grove	PA	USA	19090	1926			Strip
		Hanover	PA	USA	17331	2100	10/14/2010	10/31/2015	Strip
		Clarion	PA	USA	16214	1961	11/1/2010	10/31/2015	Strip
		East Stroudsburg	PA	USA	18301	3250			Strip
		Philadelphia	PA	USA	19152	3532	12/17/2007	12/31/2012	Strip
		Philadelphia	PA	USA	19137	4800	11/10/2007	11/30/2012	Strip
	Suite C-17	Warwick	RI	USA	2886	2000	2/1/2008	1/31/2013	Strip
	Space #6	Greenville	RI	USA	2917	2244	2/1/2008	1/31/2013	Mall
		North Kingston	RI	USA	2852	2400	2/1/2008	1/31/2013	Strip
		Cranston	RI	USA	2920	3080	2/1/2009	1/31/2014	Strip
#	8	Woonsocket	RI	USA	2895	2426	11/1/2008	10/31/2013	Strip
		Narragansett	RI	USA	2882	1600	8/1/2010	7/31/2015	Strip
		Coventry	RI	USA	2816	1375	9/14/2006	1/31/2012	Strip
		Newport	RI	USA	2840	1800	5/31/2007	1/31/2013	Strip
		PROVIDENCE	RI	USA	2903	3039	8/2/2010	1/31/2018	Mall
		Warwick	RI	USA	2886	1129	11/28/2003	1/31/2014	Mall
	Suite 190	Smithfield	RI	USA	2917	1666	2/1/2008	1/31/2013	Strip
		Middletown	RI	USA		2500	9/1/2010	8/31/2015	Strip
		Cranston	RI	USA	2920	2167	6/3/2008	6/30/2013	Strip

Franklin Street & Airport Rd	Westerly	RI	USA	2891	2000	3/18/2010	3/31/2015	Strip
	Johnston	RI	USA	2919	2750	3/18/2010	3/31/2015	Strip
Suite E-808	Charleston	SC	USA	29407	1085	2/1/2009	1/31/2011	Mall
Suite 1D18	Greenville	SC	USA	29607	817	8/1/2010	7/31/2013	Mall
Suite B22	Charleston	SC	USA	29418	1457.08	2/1/2010	1/31/2013	Mall
	Columbia	SC	USA	29223	1764	4/1/2010	3/31/2012	Strip
	Charleston	SC	USA	29406	1400	2/1/2011	1/31/2013	Strip

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909 Verdae Marketfair	101 Verdae Blvd., Suite 110		Greenville	SC USA	29607	1200	1/1/2009	1/31/2014	Strip
924 Columbiana Station	240 Harbison Blvd., Suite B		Columbia	SC USA	29210	1400	2/1/2010	1/31/2011	Strip
1276 Anderson Mall	3131 North Main Street	Room M07	Anderson	SC USA	29621	876	2/1/2010	1/31/2011	Mall
Jessamine Mall / Sumter 1503 Mall	1057 Broad Street		Sumter	SC USA	29150	1812	5/1/2008	4/30/2013	Mall
Columbiana Centre- 1807 GameStop	1000 Columbiana		Columbia	SC USA	29212	834	2/1/2009	1/31/2011	Mall
2427 East Forest Plaza	5496 Forest Drive	Suite D	Columbia	SC USA	29206	2140	6/1/2010	5/31/2011	Strip
2483 Fairview Commons S/C	404 Harrison Bridge Road	Suite F	Simpsonville	SC USA	29680	1400	4/1/2007	3/31/2012	Strip
2610 Goosecreek S/C	607 St. James Avenue	Suite G	Goose Creek	SC USA	29445	1360	2/1/2009	1/31/2014	Strip
2614 North Rivers Town Center	7250 Rivers Avenue	Bldg. E, Suite # 3	Charleston	SC USA	29406	1750	12/1/2008	11/30/2013	Strip
2999 Northtowne Center	3810 Liberty Hwy	Space 2	Anderson	SC USA	29621	3000	2/1/2008	1/31/2011	Strip
3025 Southside Commons	2108 S. Irby Street	Suite 8	Florence	SC USA	29505	2000	2/1/2010	1/31/2013	Strip
3067 Hillview Plaza	14039 E. Wade Hampton Blvd	# 10	Greer	SC USA	29650	3000	2/1/2010	1/31/2013	Strip
3115 Gateway Plaza	2814 Main Street		Newberry	SC USA	29108	2160	2/1/2010	1/31/2012	Strip
3291 Rock Hill Galleria	2391 Dave Lyle Blvd	Ste 102	Rock Hill	SC USA	29730	1908	6/24/2009	6/30/2014	Strip
3363 Dutch Square	1725 Broad River Rd.		Columbia	SC USA	29210	3060	6/1/1998	5/31/2013	Strip
3469 North Pointe Commons	10050 Two Notch Road	Suite 3	Columbia	SC USA	29223	2500	8/18/2005	1/31/2011	Strip
3470 White Horse Commons	6134 White Horse Road	B -3	Greenville	SC USA	29611	2000	2/1/2011	1/31/2014	Strip
3488 Plantation Plaza	US Hwy 701		Georgetown	SC USA	29440	3000	11/1/2010	1/31/2011	Strip
3489 Surfside Commons	US Hwy 17 Bypass		Surfside Beach	SC USA	29587	2000	11/1/2010	10/31/2013	Strip
Shops @ Wescott 3490 Plantation	Dorchester Road @ Parlor Drive		North Charleston	SC USA		2250	3/23/2006	1/31/2012	Strip
3587 Wal-Mart OutParcel	Rainbow Lake Rd & US Hwy 9	Suite E	Boiling Springs	SC USA	29316	1320	3/16/2006	3/31/2011	Strip
3602 Cross Creek Plaza	330 Robert Smalls Pkwy., Space 290		Beaufort	SC USA	29906	1710	11/24/2005	1/31/2011	Strip
3668 Shoppes at Centre Pointe	Montague Ave & International Ave	Space #135	North Charleston	SC USA	29418	1500	12/14/2006	1/31/2012	Strip
3743 North Road Plaza	2843 North Road	Unit #	8 Orangeburg	SC USA	29118	2000	10/19/2006	1/31/2012	Strip
Tail Race Crossing S/C aka 3791 Moncks Corner	505 Highway 52	Suite E	Moncks Corner	SC USA	29461	1400	11/3/2006	1/31/2012	Strip
3838 Shoppes at Richland	3555 Richland Ave., West	Suite 168	Aiken	SC USA	29801	1600	10/19/2007	1/31/2013	Strip
3839 Shoppes at White Knoll	1792 Southlake Drive	Suite 70	Lexington	SC USA	29073	1600	10/25/2007	1/31/2013	Strip
3916 Stonecrest Village	1135 Stonecrest		Fort Mill	SC USA	29708	1612	6/5/2008	6/30/2013	Strip
4010 ROCK HILL GALLERIA	2301 DAVE LYLE BLVD. Unit 114		ROCK HILL	SC USA	29730	827	12/1/2010	12/31/2010	Strip
4042 Magnolia Mall	1108 David McLeod Blvd. Unit #1108		Florence	SC USA	29501	1139	10/1/2003	9/30/2013	Mall
4299 WESTGATE MALL (SC)	205 WEST BLACKSTOCK RD. Unit 720	SUITE 720	SPARTANBURG	SC USA	29301	1144	11/1/2010	1/31/2011	Mall
4561 Coastal Grand	2000 Coastal Grand Circle Unit		Myrtle Beach	SC USA	29577	1218	3/17/2004	3/31/2014	Mall
MT PLEASANT TOWNE 4679 CENTER	1312 THEATER DRIVE Unit E3		MT PLEASANT	SC USA	29464	1995	11/1/2009	10/31/2011	Strip
4680 BELVEDERE PLAZA	3116 NORTH MAIN STREET Unit 110		ANDERSON	SC USA	29621	2200	12/1/2008	11/30/2011	Strip
MARKET PLACE 4683 SHOPPING CENTER	2447A LAURENS ROAD Unit 2447A		GREENVILLE	SC USA	29607	2000	2/1/2010	1/31/2011	Strip
4760 Florence Mall	1945 West Palmetto Street Unit		Florence	SC USA	29501	1488	8/1/2007	7/31/2012	Mall
4762 Manchester Village	526 John Ross Parkway Unit 105		Rock Hill	SC USA	29730	1200	9/1/2007	8/31/2012	Strip
4796 Columbiana Place	7201 Two Notch Road Unit		Columbia	SC USA	29223-758	1200	2/1/2010	1/31/2011	Strip
4908 Greenwood Commons	515 C-1 Bypass 72 NW Unit		Greenwood	SC USA	29649	1600	3/22/2008	3/21/2013	Strip
4978 Dollar Tree Plaza	6919 Calhoun Memorial Hwy Unit		Easley	SC USA	29640	1200	3/1/2009	2/28/2014	Strip
5074 Lexington Place	5454 SUNSET BLVD Unit	STE D	Lexington	SC USA	29072	1600	9/5/2008	9/30/2011	Strip
5115 Arcadian Shores Mall	Kings Road Unit		Myrtle Beach	SC USA	29577	1400	7/1/2010	1/31/2011	Strip

Azalea Square Shopping 5155 Center	436 Azalea Square Boulevard Unit		Summerville	SC USA	29483	1600	11/1/2008	10/31/2013	Strip
5177 Aiken Exchange	2551 Whiskey Road Unit		Aiken	SC USA	29803	1800	2/10/2009	2/9/2012	Strip
5234 Village at Sandhill	Clemson & Two Notch Road Unit		Columbia	SC USA	29223	1500	11/1/2010	10/31/2013	Strip
5376 Harrell Square	200 Sam Rittenburg Blvd. Unit		Charleston	SC USA	29407	1100	7/1/2010	6/30/2012	Strip
Hobby Lobby Shopping 5413 Center	1511 Woodruff Road Unit F		Greenville	SC USA	29607	1600	8/18/2009	8/17/2012	Strip
5421 Gamers Ferry Crossing	7546 Gamers Ferry Rd.		Columbia	SC USA	29209	1400	2/1/2010	1/31/2013	Strip
5464 Clemson Station	1067 Tiger Boulevard Unit 60		Clemson	SC USA	29631	1300	2/1/2010	1/31/2012	Strip
5502 Spartanburg Comers	200 Dawn Redwood Drive Unit Suite 300		Spartanburg	SC USA	29307	1571.56	2/1/2010	1/31/2011	Strip
5727 West Side Plaza	2333 Augusta Rd		West Columbia	SC USA	29169	1600	7/1/2006	6/30/2011	Strip
5738 Taylors Square	3023R Wade Hampton Blvd		Taylors	SC USA	29687	1807	1/1/2009	12/31/2013	Strip
5739 East Towne Centre	5570 Sunset Blvd, Suite B		Lexington	SC USA	29072	1500	7/1/2008	6/30/2013	Strip
5814 Market at Oakland	US Hwy 17@Porcher's Bluff		Mt. Pleasant	SC USA	29466	1538			Strip
5872 Gaffney Plaza	1431 Floyd Baker Boulevard		Gaffney	SC USA	29341	1600	4/6/2008	4/30/2013	Strip
	Calhoun Memorial Hwy./SC Hwy 123 at								
5958 Easley Town Center	Prince Perry Rd		Easley	SC USA	29640	2400			Strip
6063 Killian Rd. Super Center	Killian Rd. @ I-77	321 Killian Road	Blythewood	SC USA	29016	1760	4/7/2010	4/30/2015	Strip
6065 Plaza at Pelham	3935 Pelham Rd.		Greenville	SC USA	29615	1603	7/24/2008	1/31/2014	Strip
6217 Sumter Crossing	1271 Broad Street		Sumter	SC usa	29150	2000	9/23/2010	9/30/2015	Strip
		Church Street and Hwy. 165							
6286 Gateway Plaza	2701 Church St. Ste B		Conway	SC USA	29526	2500	10/30/2008	1/31/2014	Strip
6289 Shops of Walterboro	2058 Bells Hwy.		Walterboro	SC USA	29488	1600	8/14/2008	8/31/2013	Strip
6403 Dollar Tree Plaza	1 Benton Rd., Ste C		Travlers Rest	SC USA	29690	1798	7/22/2010	7/31/2015	Strip
6472 Dorman Center	131 Dorman Center Drive Suite C		Spartanburg	SC USA	29301	3500	4/2/2009	4/30/2014	Strip
6502 University Shops	933 Hwy. 9 Bypass		Lancaster	SC USA	29720	1600	10/22/2009	1/31/2015	Strip
6520 SWM 1211 Retail Row	1211 Retail Row		Hartsville	SC USA	29550	1200	9/11/2009	9/30/2014	Strip
6566 Woodruff Rd.	1118 Woodruff Road (Pad B)		Greenville	SC USA	29607	2000	10/1/2010	1/31/2016	Strip
6629 SWM Bush River S/C	1320 Bush River Rd. SpC C1		Columbia	SC USA	29210	1600	7/9/2010	7/31/2015	Strip
		E. Main Street & Glossen							
6672 SWM Shops at Laurens	922 E. Main St Suite C	Hollow	Laurens	SC USA	29360	1596	7/15/2010	7/31/2015	Strip
6697 SWM Plaza at Gator Hole	564 Hwy. 17 North		N. Myrtle Beach	SC USA	29582	2000	9/23/2010	9/30/2015	Strip
6725 Shoppes at Woodhill	6110 Gamers Ferry Rd.		Columbia	SC USA	29209	1875	10/23/2010	10/31/2015	Strip
6822 Fort Jackson	3392 Magruder AR		Fort Jackson	SC USA	29207	1100	10/4/2010	10/3/2012	Strip
6856 MCAS Beaufort	PO BOX 55023		Beaufort	SC USA	29904	871			Strip
6953 SWM Springdale Plaza	US Hwy 1 & Springdale Drive		Camden	SC USA	29020	5016			Strip
1150 Empire (The)	4001 West 41st Street		Sioux Falls	SD USA	57116	800	1/1/2009	1/31/2014	Mall
1257 Rushmore Mall	2200 North Maple		Rapid City	SD USA	57701	1149	1/1/2009	12/31/2013	Mall

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2435 Meadow Square	3801 West 34th Street	Suite 123	Sioux Falls	SD	USA	57103	1508	5/1/2008	4/30/2011	Strip
6477 Rushmore Crossing	1612 Elgin St. Suite 600	-90 and Hwy. 16T	Rapid City	SD	USA	57703	2418	8/18/2010	8/31/2015	Strip
6681 SWM Mitchell S/C	1005 Spruce Street		Mitchell	SD	USA	57301	1500	10/28/2010	1/31/2016	Strip
6682 SWM Watertown S/C	900 29th Street SE		Watertown	SD	USA	57201	2100			Strip
6918 SWM Aberdeen	3828-7th Avenue SE		Aberdeen	SD	USA	57401	1400			Strip
6926 Calla Center	6th Street		Brookings	SD	USA	57006	1750			Strip
6937 SWM Yankton	3013 Broadway		Yankton	SD	USA	57078	1617			Strip
321 Governor's Square	2801 Wilma Rudolf Blvd. 7600 Kingston Pike, unit 1448		Clarksville	TN	USA	37040	1353.4	6/1/2008	5/31/2013	Mall
333 West Town Mall			Knoxville	TN	USA	37919	1248	8/1/2009	7/31/2013	Mall
352 Knoxville Center	3021 A Mall Rd North	#B06 B	Knoxville	TN	USA	37924	1656	3/1/2009	2/28/2013	Mall
791 Village at Rivergate	2086 N. Gallatin Rd.		Nashville	TN	USA	37115	1727	9/1/2008	8/31/2013	Strip
803 Southland Mall	1262 Southland Mall		Southland	TN	USA	38116	1003	2/1/2010	1/31/2011	Strip
809 Hickory Ridge Commons	6223 Winchester Road		Memphis	TN	USA	38115	1192	2/1/2009	1/31/2011	Strip
824 American Way Plaza	4673 American Way		Memphis	TN	USA	38118	2035	2/1/2008	1/31/2011	Strip
833 The Market at Wolfcreek Cool Springs Pointe Shopping Center	2878 Wolfcreek Parkway 1630 Service Merchandise Dr. #200		Memphis	TN	USA	38133	1600	1/1/2009	1/31/2011	Strip
871			Brentwood	TN	USA	37027	1884	1/1/2010	12/31/2011	Strip
1081 Kingsport Town Center	2101 Fort Henry Drive		Kingsport	TN	USA	37664	1204	4/1/2008	3/31/2013	Mall
1145 Oak Court Mall	4465 Poplar Avenue		Memphis	TN	USA	38117	1500	6/2/2007	6/30/2017	Mall
1225 Coolsprings Galleria	1800 Galleria Boulevard		Franklin	TN	USA	37067	1052	2/1/2008	1/31/2013	Mall
1314 Mall at Johnson City (The)	2011 North Roan Street		Johnson City	TN	USA	37601	1989	10/1/2007	10/31/2017	Mall
1633 Rivergate Plaza	768 Two Mile Pkwy		Goodlettsville	TN	USA	37072	1875	11/1/2008	10/31/2011	Strip
2460 Park Cosmorama Gemantown Target aka The 2462 Pointe	5043 Park Avenue 465 N. Gemantown Pkwy	Suite 110	Memphis	TN	USA	38018	1600	3/19/2004	1/31/2012	Strip
2623 Hickory Plaza	5763 Nolensville Pike	Space 60	Nashville	TN	USA	37211	1300	12/1/2008	11/30/2013	Strip
2678 Cunningham Place Earth Fare Shops at Turkey 2679 Creek	1614 Fort Campbell Blvd. 10905 Parkside Drive		Clarksville	TN	USA	37042	1600	3/1/2009	2/28/2011	Strip
2828 Glenbrook Centre	1024 Glenbrook Way		Knoxville	TN	USA	37922	1500	2/1/2010	1/31/2012	Strip
2829 Riverboat Plaza	1024 Glenbrook Way		Hendersonville	TN	USA	37075	1600	2/1/2010	1/31/2012	Strip
2829 Riverboat Plaza	1800 Wayne Road	Suite D	Savannah	TN	USA	38372	1400	2/1/2010	1/31/2011	Strip
2831 Wal Mart Shelbyville	1854 North Main Street		Shelbyville	TN	USA	37160	1600	2/1/2009	1/31/2012	Strip
2832 Lexington S/C	541-H West Church Street		Lexington	TN	USA	38351	1940	2/1/2010	1/31/2011	Strip
3008 Dayco Crossing	3035 Rhea County Hwy		Dayton	TN	USA	37321	2400	2/1/2010	1/31/2013	Strip
3074 Super Walmart Plaza	2532 Hillboro Boulevard 355 Kimball Crossing Drive		Manchester	TN	USA	37355	1800	2/1/2010	1/31/2013	Strip
3078 Kimball Crossing			Kimball	TN	USA	37347	1200	12/1/2009	1/31/2011	Strip
3099 H.G. Hill Center Crosby Center aka Newport 3306 Town Center	4469 Lebanon Road Hwy 321 & Crosby Hwy.	Suite A42	Hermitage	TN	USA	37076	2104	4/15/2010	4/14/2012	Strip
3554 The Shoppes on West Market	3101 West Market Street	Suite 106	Johnson City	TN	USA	37604	1600	7/20/2007	1/31/2013	Strip
3565 Northwest Crossing	6731 Clinton Highway 541 Signal Mountain Blvd.	Suite #A104	Knoxville	TN	USA	37912	2075	6/2/2006	6/30/2011	Strip
3567 Signal Mountain		Suite 142	Chattanooga	TN	USA	37405	1320	10/6/2006	1/31/2012	Strip
3645 Towne Center North	5591 Hwy 153	Suite 100	Hamilton	TN	USA	37343	1600	4/13/2006	4/30/2011	Strip
3773 WMSC South Jackson	Highway 45 South		Jackson	TN	USA		1840	2/20/2007	1/31/2013	Strip
3800 Covington Strip Center	1603 Hwy 51 South		Covington	TN	USA	38019	1600	3/15/2007	1/31/2013	Strip
3868 The Shops at Gallatin	1025 Nashville Pike (US Hwy 31 E) 5910 Reagan Lane Suite 100	Suite 120	Gallatin	TN	USA	37066	1600	12/6/2007	1/31/2013	Strip
3904 Ooltewah WMSC			Collegedale	TN	USA	37363	1600	11/15/2007	1/31/2013	Strip
3965 Belvedere Collection	1680 Union Ave	Suite 110	Memphis	TN	USA	38104	1577	8/15/2007	8/31/2012	Strip
3988 West Elk Retail Center	1014 Over Mountain Drive 3047B MALL ROAD NORTH Unit P-01 2550E MORRIS BLVD Unit 7	Suite 103	Elizabethton	TN	USA	37643	2000	8/4/2007	1/31/2013	Strip
4058 KNOXVILLE CENTER			KNOXVILLE	TN	USA	37924	852	2/1/2009	1/31/2013	Mall
4094 COLLEGE SQUARE MALL			MORRISTOWN	TN	USA		1305	12/1/2010	1/31/2011	Mall

4102 FOOTHILLS MALL	148 FOOTHILLS MALL DRIVE Unit 20		MARYVILLE	TN	USA	37801	887	11/1/2010	1/31/2011	Mall
4105 WEST TOWN MALL	7600 KINGSTON PIKE Unit 1150		KNOXVILLE	TN	USA	37919	1050	5/1/2007	4/30/2012	Mall
4156 BRADLEY SQUARE MALL	200 PAUL HUFF PARKWAY NW Unit 520		CLEVELAND	TN	USA	37312	1394	8/1/2001	7/31/2011	Mall
4158 STONES RIVER MALL	1720 OLD FORT PARKWAY Unit 146/C-									
4158 STONES RIVER MALL	140		MURFREESBORO	TN	USA	37129	2014	10/27/2007	10/31/2012	Mall
4238 Northgate Mall (TN)	305 NORTHGATE MALL 2021 N. HIGHLAND AVE	Space F70	CHATTANOOGA	TN	USA	37415	1000	3/1/2009	2/28/2011	Mall
4265 OLD HICKORY MALL	Unit E8	SPACE E-8	JACKSON	TN	USA	38305	942	2/1/2010	1/31/2011	Mall
4302 HAMILTON PLACE	2100 HAMILTON PL BLVD Unit	SP 111	CHATTANOOGA	TN	USA	37421	1500	9/1/2007	8/31/2017	Mall
4375 WOLFCHASE GALLERIA	2760 N. GERMANTOWN PIKE Unit 2255	SUITE 222	MEMPHIS	TN	USA	38133	1521	3/1/2007	2/28/2014	Mall
4592 Governor's Square Mall (TN)	2801 Wilma Rudolph Blvd. Unit 525		Clarksville	TN	USA	37040	2128	6/1/2008	5/31/2013	Mall
4826 Springs	545 Cool Springs Blvd Unit 185		Franklin	TN	USA		2000	2/1/2008	1/31/2013	Strip
4858 (Phase II)	Pavilion at Turkey Creek, The 10900 Parkside Drive Unit		Knoxville	TN	USA		1500	4/1/2008	3/31/2013	Strip
4892 Johnson City Crossing	3211 Peoples Street Unit Suite 64		Johnson City	TN	USA	37604	1620	8/1/2008	7/31/2013	Strip
4935 Jackson Downs	3171 Lebanon Pike (US Highway 70) Unit		Donelson	TN	USA	37214	1600	11/1/2008	1/31/2012	Strip
4972 SWM 7539 Winchester Road	7539 Winchester Road Unit Suite A		Memphis	TN	USA	38125	1500	8/1/2008	7/31/2013	Strip
5144 Poplar Station	6300 Poplar Avenue Unit 2026 Glen Echo Road		Memphis	TN	USA	38119	1600	2/1/2010	1/31/2011	Strip
5165 Glendale Shopping Center	Unit		Nashville	TN	USA	37215	2031	9/1/2008	8/31/2013	Strip
5290 Center	Collierville Crossing Shopping 305 New Byhalia Road Unit Suite 104		Collierville	TN	USA	38107 37027-	1260	2/1/2010	1/31/2012	Strip
5316 Shoppes at Brentwood	782 Old Hickory Blvd 3975 Nolensville Road	Suite 111	Brentwood	TN	USA	4562	1600	8/1/2010	7/31/2012	Strip
5371 Elysian Fields	Unit		Nashville	TN	USA	37211	1200	6/1/2009	5/31/2012	Strip
5530 Marketplace Comer	1970 Old Fort Parkway Unit		Murfreesboro	TN	USA	37129	1680	6/1/2010	5/31/2013	Strip
5539 Shady Brook Mall	800 South James Campbell Blvd. Unit		Columbia	TN	USA	38401	1560	5/1/2010	4/30/2012	Strip
5567 American Center	8507 Highway 51 North Unit Suite 105		Millington	TN	USA		1600	2/1/2010	1/31/2013	Strip
5568 Jackson Plaza	377 West Jackson Street Unit G2		Cookeville	TN	USA	38501	1500	8/1/2010	7/31/2013	Strip
5717 Riverpoint Shopping Center	2351 Madison St. 2866 S. Rutherford Rd, Unit A-6		Clarksville	TN	USA	37043	1600	10/1/2010	1/31/2011	Strip
5721 College Central	Unit A-6		Murfreesboro	TN	USA	37130	1600	5/1/2008	4/30/2011	Strip
5730 Wal-Mart Shopping Center	2318 Treasury Dr. SE, Unit A-5		Cleveland	TN	USA	37323	1600	1/1/2009	12/31/2013	Strip
5731 Brainerd Market Center	480 Greenway View Drive, Suite 115		Chattanooga	TN	USA	37411	1600	4/1/2009	3/31/2014	Strip Plaza
5747 Carson Pointe	7438 Chapman Highway		Knoxville	TN	USA	37920	1600	7/1/2009	6/30/2014	Strip

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Lawrenceburg Shopping 5757 Center	2136 N. Locust Ave.		Lawrenceburg TN USA	38464	1350	2/1/2010	1/31/2011	Strip
5758 Hayes Market Place	621 E. Broadway		Jefferson City TN USA	37760	2500	2/1/2010	1/31/2011	Strip
5759 Soddy Daisy Crossing	9332 Dayton Pike		Soddy Daisy TN USA	37379	1600	10/1/2010	9/30/2012	Strip
5766 River Edge Plaza	6555 Parkway Rd 3793 E. Andrew Johnson Hwy		Sevierville TN USA	37862	1516	4/1/2010	3/31/2012	Strip
5771 Shops in Greenville			Greenville TN USA	37745	1840	11/1/2010	1/31/2011	Strip
5802 Former Cat's Music Shops at Hamilton 5810 Crossing	361 A S. Illinois Ave. 851 Hamilton Crossing Drive		Oak Ridge TN USA	37830	2464	5/1/2009	4/30/2012	Strip
5947 Nissan Corners	806 Nissan Blvd		Smyrna TN USA	37167	1502	10/17/2007	10/31/2012	Strip
5953 The Marketplace	10307 East Shelby Dr NWC of interstate 75 & Paul Huff Pkwy.	Space 102	Collierville TN USA	38017	2000	3/12/2008	3/31/2013	Strip
5956 Cleveland Town Center			Cleveland TN USA		1800	7/10/2008	7/31/2013	Strip
5988 Hallcrest Plaza	411 Highway 46 South 2626 East Stone Drive, Suite 100		Dickson TN USA	37055	1400	11/7/2007	1/31/2013	Strip
6040 Kingsport Pavillion			Kingsport TN USA	37660	1640	4/15/2008	4/30/2013	Strip
6087 Bartlett Town Center	Stage Rd. & Bartlett Blvd.	6005 Stage Rd	Bartlett TN USA	38134	1600	7/4/2008	7/31/2013	Strip
6090 Colonial Town Park	801 Industrial Blvd	Suite 120 Mt. Juliet Rd. & Pleasant	Smyrna TN USA	37167	1743	1/10/2008	3/31/2013	Strip
6160 The Paddocks at Mt. Juliet	300 Pleasant Grove Rd. #465	Grove Rd.	Mt. Juliet TN USA	37122	1400	3/18/2010	3/31/2015	Strip
6199 Shoppes at Brookmeade The Crossings of Spring 6223 Hill	2200 Brookmeade Drive Suite 100 Hwy. 31 & Saturn Parkway 6816 Charlotte Pike Suite 101		Columbia TN USA	38401	1600	11/20/2009	1/31/2015	Strip
6293 Nashville West			Spring Hill TN USA	37174	1600	6/2/2008	6/30/2013	Strip
6349 Cumberland Station	768 S. Jefferson Ave. 1074 Hunters Crossing Drive	Suite I	Cookeville TN USA	38501	1200	11/20/2008	1/31/2014	Strip
6351 Hunters Crossing			Alcoa TN USA	37701	1464	10/23/2008	1/31/2014	Strip
6352 Jacksboro Wal-Mart	2840 Appalachian Hwy	Street	Jacksboro TN USA	37757	1600	10/16/2008	1/31/2014	Strip
6431 Franklin Centre	875 Hwy. 321 N.		Lenoir City TN USA	37771	2080	7/29/2010	7/31/2015	Strip
6434 Wal-Mart Shopping Center	1124 N. Gateway Ave.	BRIAN 1136 N. Gateway Ave Rockwood	TN USA	37854	1600	2/26/2009	2/28/2014	Strip
6471 Shoppes at the Columns	1141 Vann Drive, #N6 617 South Cumberland Street		Jackson TN USA	38305	2000	5/27/2010	5/31/2015	Strip
6519 SWM Cedars Square			Lebanon TN USA	37087	2100	9/17/2009	9/30/2014	Strip
6630 SWM Whitehouse	301 Richard Wilks	Suite 300	White House TN USA	37188	2480	10/14/2010	1/31/2016	Strip
6655 SWM Jennings Farm	2400 West Stone Drive		Kingsport TN USA	37660	2100	8/12/2010	8/31/2015	Strip
6745 Congress Crossing	1802 Decatur Pike		Athens TN USA	37303	2400	11/4/2010	1/31/2016	Strip
6758 SWM Cades S/C	1401 West Reelfoot Ave.		Union City TN USA	38261	1500			Strip
6759 SWM Covington Springs West End Ave.&23 Rd. 6791 Ave.	3854 Austin Peay Hwy. 2304-2312 West End Ave.	Suite 2304	Memphis TN USA	38128	1960			Strip
6929 Memorial Plaza	1150 Mineral Wells Ave. 1510 Broadway Unit Suite D		Nashville TN USA	1708	3002	11/22/2010	1/31/2016	Strip
4930 Pearland Shopping Center			Paris TN USA	38242	1600			Strip
20 FBO - Hangar Office Space Alliance - 0001A	Alliance Airport		Pearland TX USA	77581	1333	6/1/2010	5/31/2012	Strip
20 Valley View Center	Alliance Airport	Suite 530	Ft. Worth TX USA		1	10/1/2007	9/30/2012	Warehouse
4 Hulen Mall	13331 Preston Road	Space 1154	Dallas TX USA	75240	1397	1/1/2009	1/31/2011	Mall
6 GameStop Corporate Office Westport Parkway	4800 Hulen Street Overflow Parkin 625		Fort Worth TX USA	76132	1700	5/1/2009	4/30/2014	Mall
12 North Star Mall	7400 San Pedro		Grapevine TX USA	76051	227942	3/2/2009	6/30/2016	PARKING
43 Houston Galleria	5085 Westheimer	Suite #3555	San Antonio TX USA	78216	1504	4/1/2007	1/31/2014	Mall
97 Highland Mall	6001 Airport Blvd	Suite 2090	Houston TX USA	77056	1438	10/1/2009	9/30/2016	Mall
225 Valle Vista Mall	2020 East Expressway 83	Space #C-3	Austin TX USA	78752	1633	8/1/2006	7/31/2011	Mall
			Harlingen TX USA	78552	1381	2/1/2008	2/29/2012	Mall

226	LaPlaza Mall	2200 South 10th Street	Suite F-19	McAllen	TX	USA	78503	1500	2/1/2008	1/31/2015	Mall
227	Post Oak Mall	1500 Harvey Road	Suite 6010	College Station	TX	USA	77840	1404	7/1/2002	6/30/2012	Mall
270	Central Mall	117 Central Mall		Texarkana	TX	USA	75503	1836	5/1/2009	4/30/2011	Mall
300	Killeen Mall	2100 South W.S, Young Avenue		Killeen	TX	USA	76543	1924	1/1/2009	1/31/2014	Mall
336	Mall of Abilene	4310 Buffalo Gap Rd	# 1096	Abilene	TX	USA	79606	1119	4/1/2005	3/31/2015	Mall
376	First Colony Mall	16535 SW Frwy #400		Sugar Land	TX	USA	77479	1088	4/1/2009	3/31/2016	Mall
410	University & West Berry	2821 West Berry Street		Ft. Worth	TX	USA	76109	1680	4/1/2009	3/31/2012	Strip
414	Trinity Valley Shopping Center	2626 N. Josey Lane		Carrollton	TX	USA	75007	1650	5/1/2007	4/30/2012	Strip
417	Kroger Plaza	503 N Galloway	C2	Mesquite	TX	USA	75149	2400	5/1/2008	4/30/2013	Strip
419	Plaza Del Sol	909 E. Irving Blvd		Irving	TX	USA	75060	1125	10/1/2009	9/30/2011	Strip
442	Silverlake S/C	10504 Broadway, Suite D		Pearland	TX	USA	77584	1760	9/12/2007	9/11/2012	Strip
448	Twin Creeks Village	816 W. MacDermott Drive	Suite 328	Allen	TX	USA	75013	1280	6/1/2007	5/31/2012	Strip
449	Albertson's	3020 Legacy	Suite 120	Plano	TX	USA	75023	1750	6/1/2007	1/31/2011	Strip
451	Parks @ Arlington	3815 South Cooper St.	# 2402	Arlington	TX	USA	76015	3500	5/1/2010	4/30/2017	Mall
456	Market Town Center	171 N. Denton Tap Road	Suite 400	Coppell	TX	USA	75019	1152	5/1/2009	4/30/2011	Strip
460	North Creek Plaza	7309 San Dario Avenue	Space #160	Laredo	TX	USA	78045	1750	5/1/2007	4/30/2012	Strip
461	Northcross S/C	5305 N Navarro Street		Victoria	TX	USA	77904	1200	6/1/2008	5/31/2011	Strip
462	Steger Crossing	2791 Ridge Road		Rockwall	TX	USA	75032	2000	6/1/2007	5/31/2012	Strip
464	Lennox Center	2160 North Coit Road	Suite 150	Richardson	TX	USA	75080	1570	6/1/2007	5/31/2012	Strip
465	Hebron Parkway Plaza	1001 E. Hebron Parkway	Suite 112	Carrollton	TX	USA	75010	1460	10/1/2008	9/30/2011	Strip
538	Arbrook Oaks Shopping Center	3810 South Cooper Street #110		Arlington	TX	USA	76015	1447	5/1/2010	4/30/2012	Strip
540	Oakridge Plaza	3112 North Jupiter Suite 308		Garland	TX	USA	75044	1365	10/1/2010	9/30/2012	Strip
543	Towne Crossing Shopping Center	3600 Gus Thomasson, #126		Mesquite	TX	USA	75150	1500	10/1/2010	9/30/2011	Strip
546	Remington Park S.C.	5427-B South Hulen		Fort Worth	TX	USA	76132	1420	10/1/2010	9/30/2011	Strip
551	White Rock Marketplace	11255 Garland Road		Dallas	TX	USA	75218	1500	3/1/2010	5/31/2012	Strip
557	Redbird Oaks Shopping Center	#1340		Dallas	TX	USA	75237	1982	4/30/2004	1/31/2011	Strip
564	Austin Arboretum	4333 Gannon Lane #115		Dallas	TX	USA	75237	1982	4/30/2004	1/31/2011	Strip
566	Vanderbilt Square	10000 Research Blvd		Austin	TX	USA	78759	4387	3/1/2008	1/31/2011	Strip
566	Vanderbilt Square	3003 W. Holcombe Blvd		Houston	TX	USA	77025	4035	2/1/2010	1/31/2011	Strip
648	Baytown Central Shopping Center	Baytown Central Shopping Center	Suite E	Baytown	TX	USA	75251	1440	2/1/2009	1/31/2012	Strip
654	Shops at 3 Corners	4508 Garth Road		Houston	TX	USA	77054	1224	1/1/2010	12/31/2011	Strip
660	Commons at Willowbrook	8138 Kirby Drive		Houston	TX	USA	77070	2442	9/1/2009	8/31/2011	Strip
660	Commons at Willowbrook	7654 FM1960 West		Houston	TX	USA	77070	2442	9/1/2009	8/31/2011	Strip
688	Vista Ridge Village	2325 South Stemmons Freeway		Lewisville	TX	USA	75067	1600	12/1/2008	1/31/2012	Strip
708	The Market at Town Center	2571 Town Center Blvd.		Sugar Land	TX	USA	77479	998	7/1/2010	6/30/2011	Strip

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777	Northwest Crossing Shopping Center	5770 Hollister, Suite C 11066 Pecan Park Blvd, #413	D05	Houston	TX USA	77040	1400	9/1/2009	8/31/2011	Strip
792	Lakeline Plaza	125 NW Loop 410, Suite 300		Cedar Park	TX USA	78613	1800	6/1/2009	5/31/2013	Strip
798	La Plaza Del Norte	5366 Walzem Road		San Antonio	TX USA	78216	2006	1/1/2009	12/31/2011	Strip
808	Walzem Plaza Shopping Center	5601 Brodie Lane, Suite 990		San Antonio	TX USA	78218	1440	9/1/2010	1/31/2011	Strip
811	Sunset Valley Village	2201 Preston Road, Suite E		Austin	TX USA	78745	1244	12/1/2010	1/31/2011	Strip
816	Preston Park	1025 N. Central Expressway #220		Plano	TX USA	75093	4988	7/1/2009	1/31/2011	Strip
842	Collin Creek Crossing	17700 US 281 North	Suite 316	San Antonio	TX USA	78232	1458	2/1/2010	1/31/2012	Strip
846	Irving Town Center	3401 W. Airport Freeway		Irving	TX USA	75062	1170	3/1/2008	2/28/2011	Strip
855	Village at West Oaks	2358 South Highway 6		Houston	TX USA	77077	1563	10/1/2008	1/31/2011	Strip
879	Westheimer & Dunvale	8592 Westheimer		Houston	TX USA	77063	1264.22	5/1/2008	5/1/2013	Strip
888	Northpark Plaza	5890 Eastex Freeway		Beaumont	TX USA	77708	1250	3/1/2007	2/28/2012	Strip
914	North East Plaza	1420 Pipeline Road	D09	Hurst	TX USA	76053	1617	3/1/2009	2/28/2013	Strip
923	Ingram Festival Shopping Center	6075 Northwest Loop 410, Suite 105		San Antonio	TX USA	78217	1304	7/1/2008	6/30/2011	Strip
951	Caruth Haven Place	6109 Greenville Ave. 1332 S. Plano Road, Suite 360		Dallas	TX USA	75206	1173	8/1/2007	7/31/2012	Strip
964	Buckingham Place S/C	2160 Deerbrook Mall		Richardson	TX USA	75081	1579	10/1/2007	9/30/2012	Strip
1006	Deerbrook Mall	7701 West Interstate 40		Humble	TX USA	77338	1418	8/1/2006	7/31/2016	Mall
1008	Westgate Mall	6002 Slide Road		Amarillo	TX USA	79160	968	2/1/2009	1/31/2012	Mall
1022	South Plains Mall	4601 S. Broadway		Lubbock	TX USA	79414	642	1/1/2009	1/31/2014	Mall
1162	Broadway Square	1150 Willowbrook Mall		Tyler	TX USA	75703	1650	2/1/2009	1/31/2013	Mall
1195	Willowbrook Mall	2048 South Stemmons Freeway		Houston	TX USA	77070	834	1/2/2009	12/31/2015	Mall
1222	Vista Ridge Mall	3111 Midwestern Parkway		Lewisville	TX USA	75067	1024	2/1/2002	1/31/2012	Mall
1291	Sikes Center	Parkdale Mall #128		Wichita Falls	TX USA	76308	1250	5/1/2010	4/30/2013	Mall
1348	Parkdale Mall	811 N. Central Expressway		Beaumont	TX USA	77706	1905	2/1/2009	1/31/2012	Mall
1356	Collin Creek Mall	3500 McCann Road	Space M04	Plano	TX USA	75075	1958	8/1/2006	7/31/2013	Mall
1358	Longview Mall	2201 I-35E South		Longview	TX USA	75601	1825	2/1/2009	1/31/2013	Mall
1455	Golden Triangle Mall	3634 Long Prairie		Denton	TX USA	76205	1100	2/1/2009	1/31/2011	Mall
1561	Cross Timbers	101 S. Coit Road		Flower Mound	TX USA	75022	1350	8/1/2008	7/31/2011	Strip
1601	Dal-Rich Village S/C	5601 Bandera Suite #103		Richardson	TX USA	75080	1023	7/1/2010	1/31/2011	Strip
1602	HEB Market Place	1081 W. Main Street #111		San Antonio	TX USA	78238	1200	1/1/2011	1/31/2011	Strip
1604	Lewisville GameStop	2664 N. Beltline		Lewisville	TX USA	75067	1136	3/1/2009	2/29/2012	Strip
1605	Grande Center - Irving	6245 Rufe Snow	# 200	Irving	TX USA	75062	1827	4/1/2010	3/31/2012	Strip
1607	Brooks Crossing	719 SW Military Drive		Watauga	TX USA	76148	1266	10/1/2010	9/30/2012	Strip
1613	Military Plaza	1739 SW Loop 410		San Antonio	TX USA	78221	2484	3/1/2009	2/28/2011	Strip
1619	Marketplace	3800 S New Braunfels		San Antonio	TX USA	78227	1600	12/1/2009	1/31/2012	Strip
1620	McCreless - S. New Braunfels	1073 Wynnewood Village 11411 Bandera Road #105		San Antonio	TX USA	78223	1500	6/1/2010	5/31/2012	Strip
1643	Wynnewood	5425 S. Padre Island Dr. #143		Dallas	TX USA	75224	1600	7/1/2009	6/30/2012	Strip
1645	Bandera Point	8004 Denton Highway #124		San Antonio	TX USA	78250	1500	2/1/2011	1/31/2014	Strip
1655	Moore Center	4846 Beechnut		Corpus Christi	TX USA	78411	2155	4/27/2009	4/30/2014	Strip
1681	Watauga Town Crossing	5313 Rigsby Ave. 3504 Alta Mesa Boulevard	Suite #104	Watauga	TX USA	76148	1600	2/1/2009	1/31/2014	Strip
1683	Meyerland Court	4261 West Green Oaks Blvd	Suite #502	Houston	TX USA	77096	1365	9/1/2010	8/31/2012	Strip
1689	Loop 410 & Rigsby	4613 N. 10th		San Antonio	TX USA	78222	1500	8/5/2002	7/31/2012	Strip
1694	Alta Mesa and McArt			Ft. Worth	TX USA	76133	1530	8/1/2006	7/31/2011	Strip
1695	Stanton Plaza			Arlington	TX USA	76016	1500	5/1/2008	4/30/2011	Strip
1714	Greenswood Plaza			McAllen	TX USA	78501	2500	10/1/2009	9/30/2011	Strip

Westgate Marketplace 1717 Shopping Center	1440 Fry Road	Space #1440	Houston	TX USA	77084	1890	10/1/2006	9/30/2011	Strip
1719 Baybrook Terrace	19070 Gulf Freeway		Houston	TX USA	77546	1520	11/1/2006	10/31/2011	Strip
1720 Southlake Marketplace	2055 West Southlake Blvd		Southlake	TX USA	76092	1456	8/1/2010	7/31/2011	Strip
1722 Wayside S/C	900 S. Wayside Drive #500		Houston	TX USA	77023	1400	12/1/2009	11/30/2011	Strip
1723 Oxford Plaza	10407 North Freeway	Suite A	Houston	TX USA	77037	1500	6/1/2009	1/31/2013	Strip
1724 Bellaire Gessner	8880 Bellaire Blvd	Suite G	Houston	TX USA	77036	2500	12/1/2009	11/30/2011	Strip
1725 Towne Center	1317 W. Davis		Conroe	TX USA		1254	2/1/2007	1/31/2012	Strip
1726 Albertson's 1960 & Eldridge	12416 FM 1960 West		Houston	TX USA	77065	1612	11/1/2006	10/31/2011	Strip
1728 Gulfgate Center	770 Gulfgate Center		Houston	TX USA	77087	1497	10/1/2007	9/30/2012	Strip
1729 Skillman Towne Crossing	6751 Abrams Road, Space 124		Dallas	TX USA	75231	1200	8/1/2007	8/31/2012	Strip
1736 Las Palmas Marketplace	1325 George Dieter Drive, Suite C		El Paso	TX USA	79936	1598	4/1/2009	3/31/2011	Strip
Northtown Plaza Shopping 1751 Center	5598 A-2, I-45 North		Houston	TX USA	77076	2000	4/1/2007	3/31/2012	Strip
1763 Ridgewood Village	2930 S. First Street, Suite 800		Garland	TX USA	75041	1497	5/1/2009	4/30/2011	Strip
1766 The Vineyard	1205 N. Loop 1604 West, Suite 217		San Antonio	TX USA	78258	1610	11/1/2010	10/31/2013	Strip
1767 Northbrook Center	5240 W. 34 Street	Suite A	Houston	TX USA	77076	1400	3/1/2008	2/28/2011	Strip
1769 Fairway Plaza	5761 Fairmont Pkwy		Pasadena	TX USA	77505	1400	10/1/2007	9/30/2012	Strip
1770 Royal Oaks	11807 Westheimer, Suite 540		Houston	TX USA	77077	1631	7/1/2007	6/30/2012	Strip
1782 Heritage Town Crossing	1301 West Glade Road	Suite 164	Euless	TX USA	76039	1400	4/1/2010	3/31/2013	Strip
1783 Haltom Plaza S/C	3187 Denton Highway -		Haltom City	TX USA	76117	1650	5/1/2010	4/30/2012	Strip
1788 Fondren & Bellfort	11266 Fondren		Houston	TX USA	77096	1117	4/1/2010	3/31/2012	Strip
1789 Wesleyan Plaza	5312 Wesleyan Street		Houston	TX USA	77005	1200	4/1/2007	3/31/2012	Strip
Missouri City S/C - Target 1798 Home Depot Ce	5950 Hwy 6	Suite D	Missouri City	TX USA	77459	2158	6/1/2007	5/31/2012	Strip
1801 Irving Mall	3880 Irving Mall/Beltline & 183	Room H -3	Irving	TX USA	75062	894	2/1/2009	1/31/2013	Mall
1808 Towne East Mall	2050 Towne East Blvd	Space #2050	Mesquite	TX USA	75150	1380	11/25/2008	1/31/2016	Mall
1832 Central Mall	3100 Hwy 365 #146		Port Arthur	TX USA	77642	1195	8/11/2000	1/31/2011	Mall
1856 Northeast Mall	1101 Melbourne Road #VC12A		Hurst	TX USA	76053	1100	7/20/2001	1/31/2012	Mall
1860 The Shops at Willowbend	6121 W. Park Boulevard	#C107	Plano	TX USA	75093	1071	9/25/2006	1/31/2014	Mall
2203 Humblewood Center	19759 Hwy 59, Unit K-05		Houston	TX USA	77338	1080	10/1/2010	9/30/2013	Strip
2205 Southmore Village	108 East Southmore		Pasadena	TX USA	77502	2460	6/1/2010	5/31/2012	Strip
2238 Galvez S/C	6228 Broadway	Suite J	Galveston	TX USA	77550	1600	5/1/2009	4/30/2012	Strip
Super Target / Cypresswood 2243 Court	271 Cypresswood Drive		Spring	TX USA	77388	1800	3/1/2008	2/28/2013	Strip
2274 Lake Air Court	1428 Wooded Acres Ste. 204		Waco	TX USA	76710	1786	11/1/2007	10/31/2012	Strip
2287 Centre @ Preston Ridge	8300 Gaylord Parkway		Frisco	TX USA		1104	12/1/2007	11/30/2012	Strip

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2291 Menger Crossing	1375 S. Main Street, Suite 221		Boerne	TX USA	78006	1236	1/1/2008	1/31/2014	Strip
2305 Dellview S/C	1803 Vance Jackson	Suite 403	San Antonio	TX USA	78216	1800	1/1/2009	12/31/2013	Strip
2307 Hebron Target	729 Hebron Parkway, Ste. 210		Lewisville	TX USA	75057	1261	1/1/2010	1/31/2012	Strip
2309 Atasca Oaks	6302 FM 1960 E		Humble	TX USA	77346	1600	2/1/2009	1/31/2014	Strip
2315 Market @ Uvalde	13706 E. Freeway, Suite 200		Houston	TX USA	77015	1500	2/1/2009	1/31/2014	Strip
2335 Austin Highway S/C	1432 Austin Hwy	Suite 109	San Antonio	TX USA	78209	1500	6/1/2009	5/31/2012	Strip
2344 Bryan Freedom Center	3203 Freedom Boulevard, Suite 600		Bryan	TX USA	77803	1231	3/1/2008	2/28/2013	Strip
2350 Park Central Crossing	8555 Memorial Boulevard, Suite 500		Port Arthur	TX USA	77642	1560	3/1/2008	2/28/2013	Strip
2363 Terrell Comer	1888 W. Moore Avenue		Terrell	TX USA	75160	1775	5/1/2008	4/30/2013	Strip
2374 Grand Parkway	19916 SW Freeway		Sugarland	TX USA	77479	1600	2/1/2009	1/31/2014	Strip
2391 Lincoln Corners	2205 W. Lincoln		Harlingen	TX USA	78550	1590	8/1/2008	7/31/2013	Strip
2403 New Braunfels	651 South Walnut, Suite F		New Braunfels	TX USA	78130	1800	6/1/2008	5/31/2013	Strip
2419 Fiesta Plaza	9415 Mesa Road, Suite B		Houston	TX USA	77028	1800	5/1/2010	4/30/2011	Strip
2420 Memorial Collection S/C	14426 B Memorial Drive		Houston	TX USA	77079	1220	7/1/2008	6/30/2013	Strip
2430 Lake Worth Center-2430	6306-A Lake Worth Boulevard		Lake Worth	TX USA	76135	1880	4/1/2008	3/31/2013	Strip
2431 Seguin Corners	490 South State Hwy 123 By-Pass		Seguin	TX USA	78155	1500	11/1/2008	10/31/2013	Strip
High Park aka Arkansas & 2454 360	2540 E. Arkansas Lane	Suite 106	Arlington	TX USA	76014	2256	2/1/2009	1/31/2012	Strip
2464 Shady Hollow S/C	9911 Brodie Lane	Suite 200	Austin	TX USA	78748	1350	6/1/2008	5/31/2013	Strip
2474 Parker Crossing	1120 East Parker Road	Suite 205	Plano	TX USA		1745	7/1/2008	6/30/2011	Strip
2479 Buckner Marketplace	2943 S. Buckner	Suite 600	Dallas	TX USA	75227	1489	7/1/2008	6/30/2013	Strip
Webbs Chapel 2494 Marketplace	3450 Web Chapel Extension		Dallas	TX USA		1196	2/1/2010	1/31/2011	Strip
2496 Windsor Gardens	1618 D Spencer Hwy	Space D	Houston	TX USA	77587	1400	2/1/2009	1/31/2012	Strip
2500 Oak Forest Plaza II	409 W. Loop 281	Suite 4	Longview	TX USA	75605	1684	8/1/2008	7/31/2013	Strip
2502 Wal Mart S/C	6739 S. Broadway	Suite I	Tyler	TX USA	75703	1600	7/1/2009	6/30/2014	Strip
2507 Shops @ Tech Ridge	12901 I-35 Service Rd. NB	Suite 1820	Austin	TX USA	78753	1500	11/1/2008	10/31/2013	Strip
2519 Frankford Crossing	18352 Dallas Parkway	Suite 144	Dallas	TX USA	75287	1193	10/15/2003	10/31/2013	Strip
2525 New Forest S/C	5805 E. Sam Houston Parkway North	Suite I	Houston	TX USA	77049	1610	2/1/2009	1/31/2014	Strip
2537 Edinburg S/C	1626 West University Drive		Edinburg	TX USA	78539	1190	8/1/2009	7/31/2012	Strip
2542 Weatherford Commons	1936 S. Main Street		Weatherford	TX USA	76086	1498.7	1/1/2009	12/31/2013	Strip
2545 Trevino S/C	2000 Lee Trevino	Suite 9	El Paso	TX USA	79936	1200	10/1/2008	9/30/2011	Strip
2550 Marketplace S/C	6900 N. Mesa Street	Suite C & D	El Paso	TX USA	79912	2250	8/1/2008	7/31/2013	Strip
2563 Stone Gate Plaza	910 S. Crowley Road	Suite 27	Crowley	TX USA	76036	1400	2/1/2008	1/31/2011	Strip
2569 Killeen HEB S/C	2511 Trimmier Rd	Suite 120	Killeen	TX USA	76542	1419	10/1/2008	9/30/2013	Strip
2574 North Oaks	4543 FM 1960 West	Unit G02	Houston	TX USA		800	12/1/2010	1/31/2011	Strip
2582 Sherman Super Target	4018 Hwy 75 North	Suite D	Sherman	TX USA	75090	1400	10/1/2009	9/30/2012	Strip
2588 Judson Market	8455 Crestway Drive, Suite 105		San Antonio	TX USA	78244	1500	8/1/2009	7/31/2012	Strip
2594 Brooks Comer	3207 SE Military Rd.	Suite 102	San Antonio	TX USA	78223	1600	4/1/2009	3/31/2014	Strip
HEB Beltway 8 / 2598 Beechnut	10100 Beechnut		Houston	TX USA	77072	1340	10/1/2008	9/30/2013	Strip
2602 McAllen Gateway	2019B S. 10th Street		McAllen	TX USA	78503	4325	11/28/2003	10/31/2013	Strip
2607 Amarillo Plaza	7401 SW 45th, Space 1		Amarillo	TX USA	79121	2000	2/1/2009	1/31/2014	Strip
2611 Corsicana Marketplace	3811 W. Hwy 31	Suite 102	Corsicana	TX USA	75110	1540	2/1/2010	1/31/2012	Strip
2622 Nacogdoches Village S/C	13909 Nacogdoches Rd.	Suite 114	San Antonio	TX USA	78217	1225	11/1/2008	10/31/2013	Strip
2635 Bassett Center	6101 Gateway West	Suite M 330	El Paso	TX USA	79925	1867	11/1/2008	10/31/2015	Mall
2643 Vinson Place	403 East Hwy 377		Granbury	TX USA	76048	1600	11/1/2008	10/31/2013	Strip
2647 Ennis Walmart	1012 E. Ennis Avenue		Ennis	TX USA	75119	1400	2/1/2009	1/31/2014	Strip
2656 Lubbock Plaza	417 Frankford, Suite 400	Space Number T-4	Lubbock	TX USA	79416	1600	2/1/2009	1/31/2014	Strip
2666 Walmart / Spring Cypress	22545 State Hwy 249		Tomball	TX USA	77070	3153	9/2/2010	10/31/2015	Strip

2667 Trenton Crossing	7600 N. 10th Street	Building 800-C	McAllen	TX USA	78504	1500	5/1/2009	4/30/2014	Strip
2671 Lake Forest Crossing	4100 South Lake Forest Drive # T	-12	McKinney	TX USA	75070	1600	2/1/2010	7/31/2012	Strip
2689 Winwood Town Center	3891 E. 42nd Street		Odessa	TX USA	79762	2000	3/1/2009	2/28/2014	Strip
2699 Pinnacle Park	1515 Cockrell Hill Road	Suite 101	Dallas	TX USA	75211	3500	11/20/2004	11/30/2011	Strip
2708 Walmart SuperCenter	9001 Spencer Hwy	Suite 128	Deer Park	TX USA	77636	1600	2/1/2010	1/31/2012	Strip
2711 Walmart Super Center	21212 Kuykendahl Road	Suite # F	Spring	TX USA	77379	1500	9/1/2009	8/31/2012	Strip
2712 Super Walmart	2025 S. Dumas Suite 200		Dumas	TX USA		1500	1/1/2010	1/31/2011	Strip
2756 Roanoke Crossing	1224 N. US Hwy 377	Suite 107	Roanoke	TX USA	76262	1960	2/1/2010	1/31/2013	Strip
2769 Wheatland Plaza	3215 Kimwood	Suite 103	Duncanville	TX USA	75237	1700	2/1/2010	1/31/2012	Strip
2778 Mrkplc	7979 N. MacArthur Blvd	Suite 110	Irving	TX USA	75063	1567	2/1/2010	1/31/2013	Strip
2779 Hickory Creek	1021 Hickory Creek Blvd.		Hickory Creek	TX USA	76210	1500	2/1/2010	1/31/2013	Strip
2798 Collins	1081 N Collins St		Arlington	TX USA	76011	1800	4/1/2009	3/31/2014	Strip
2807 Wal Mart Outlot	3842 W. Hwy 64		Tyler	TX USA	75701	1600	2/1/2010	1/31/2012	Strip
2818 Mansfield Crossing	1301 E. Debbie Lane	Suite 101	Mansfield	TX USA	76063	2125	7/1/2009	6/30/2014	Strip
2842 Shary Plaza	808 S. Shary Road	Suite 1	Mission	TX USA	78572	1450	12/1/2009	1/31/2013	Strip
2880 KB Plaza	5722 SW Amarillo Blvd.		Amarillo	TX USA	79124	1600	2/1/2011	1/31/2014	Strip
2883 Plainview S/C - Wal Mart	1601 Kermit Street	Suite 100	Plainview	TX USA	79072	3200	6/1/2010	1/31/2011	Strip
2896 Oaks / Windswept Plaza	2307 Hwy 35 North		Rockport	TX USA	78382	1500	3/3/2010	3/2/2011	Strip
2912 Wolf Ranch	1013 W. University #G41		Georgetown	TX USA	78627	1600	10/1/2010	9/30/2013	Strip
2913 The Shoppes of Cleburne	1608 W Henderson Street		Cleburne	TX USA	76033	1600	1/1/2010	12/31/2012	Strip
2914 North Beach & Tarrant	8533 North Beach Street		Keller	TX USA	76248	1400	1/1/2011	12/31/2013	Strip
2942 Shops at Pinecroft	1440 Lake Woodlands Drive	#D	Woodlands	TX USA	77380	1592	7/1/2009	6/30/2014	Strip
2958 San Marcos SWM	1023 Hwy 80	Suite 105	San Marcos	TX USA	78666	1600	2/1/2010	1/31/2015	Strip
2959 Amarillo SWM	3630 I-40 East	Suite 400	Amarillo	TX USA	79103	1500	3/1/2010	2/28/2013	Strip
2966 Palestine SWM	2213 South Loop 256	Suite 114	Palestine	TX USA	75801	2000	8/19/2009	8/18/2014	Strip
2982 15 Alameda Town Center	9411 Alameda	Suite A	El Paso	TX USA	79907	3103	10/9/2009	10/8/2014	Strip
3004 Beach Street Commons	3869 Maurice Avenue 6408 I-45 South Gulf Freeway	Ste 109	Ft. Worth	TX USA	76111	1500	6/1/2010	5/31/2012	Strip
3027 La Marque		Suite A	LaMarque	TX USA	77568	1600	2/1/2010	1/31/2013	Strip
3028 Wichita Falls	2600 Central Freeway	Suite 170	Wichita Falls	TX USA	76306	1800	11/1/2010	1/31/2011	Strip
3043 Greenlawn Crossing	603 Louis Henna Boulevard	Suite B195	Round Rock	TX USA	78664	1881	4/1/2010	3/31/2015	Strip
3047 Alice Shopping Center	2000 Dr. NW Atkinson Street	Suite 1401	Alice	TX USA	78332	2400	5/1/2010	1/31/2011	Strip

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3055 Shoppes at Levelland	409 E. Highway 114	Ste 400	Levelland	TX USA	79336	1500	5/1/2010	4/30/2012	Strip
3062 Super Wal-Mart S/C	404 Walton Drive	Suite 100	Texarkana	TX USA	75501	2100	3/10/2005	1/31/2011	Strip
3108 Belton Shopping Center	209 Sparta Road		Belton	TX USA	76513	1800	8/1/2010	1/31/2011	Strip
3114 Wal-Mart Center	4720 State 121 Highway		Plano	TX USA	75024	2450	8/1/2010	7/31/2012	Strip
3124 Brownsville SWM	7470 Padre Island Blvd.	Suite 160	Brownsville	TX USA	78521	2000	10/20/2005	10/31/2015	Strip
3143 Tri County S/C	6018 FM 3009	Suite 106	Schertz	TX USA	78154	1500	2/1/2011	1/31/2014	Strip
3147 Silsbee Plaza	1023 Hwy 96 Bypass		Silsbee	TX USA	77656	1600	6/9/2005	1/31/2011	Strip
3148 Taylor	Jones Plaza/Super Wal Mart - 3705 N. Main Street		Taylor	TX USA	76574	2000	9/15/2005	1/31/2011	Strip
3180 Waxahachie Retail Center	1035 N. US-77, Suite T9		Waxahachie	TX USA	75165	2500	2/1/2011	1/31/2014	Strip
3241 Nacogdoches Mrktplc	4604 North Street	Ste. 140	Nacogdoches	TX USA	75965	1400	6/1/2010	5/31/2013	Strip
3242 Fredericksburg Retail S/C	1425 E. Main Street	Suite 500	Fredericksburg	TX USA	78624	1500	11/1/2010	10/31/2011	Strip
3243 Palmhurst Shopping Center	4416 North Conway Suite 100		Mission	TX USA	78574	2500	1/1/2011	1/31/2013	Strip
3244 Alison's Corner	2716 SW Military Drive	Ste. 105	San Antonio	TX USA	78224	2000	6/1/2009	5/31/2012	Strip
3245 Portland Plaza	2030 US Highway 181	Suite H-8	Portland	TX USA	78374	1500	12/1/2010	11/30/2013	Strip
3256 Crosby Center	14405 FM 2100	Ste. M	Crosby	TX USA	77532	1500	9/9/2005	1/31/2011	Strip
3274 Shafer Plaza	1001 SW Wilshire Blvd.	Suite H	Burleson	TX USA	76028	986	5/1/2010	4/30/2012	Strip
3292 Firewheel Town Center	355 Coneflower Drive		Garland	TX USA	75040	1305	10/7/2005	10/31/2015	Strip
3307 Super Wal-Mart	2650 Demory Lane	Ste C	Aransas Pass	TX USA	78336	1600	6/3/2010	6/30/2012	Strip
3308 Gilmer Square	2414 Gilmer Road		Longview	TX USA	75604	1650	2/23/2006	1/31/2012	Strip
3327 (Payload S/C)	Ben White Shopping Center 500 E. Ben White, Bldg.D, Suite 1000		Austin	TX USA	78704	2100	7/13/2007	1/31/2013	Strip
3345 Lake Jackson	121 West Highway 332	Ste. D	Lake Jackson	TX USA	77566	2500	2/1/2011	1/31/2014	Strip
3377 Houston - 3377	Copperfield Corners SWM - 15951 FM 529		Houston	TX USA	77095	1300	6/1/2010	5/31/2013	Strip
3402 Sugarland Crossing	403 Hwy 6	Ste G	Sugarland	TX USA	77487	1200	6/16/2005	1/31/2011	Strip
3410 Lancaster Corners	404 North Beckley Avenue 500 Highway 183 (Alta Mere Drive)	Suite 134	Lancaster	TX USA	75134	1850	10/12/2006	10/31/2011	Strip
3476 Hawk's Creek			Ft. Worth	TX USA	76108	1600	10/7/2006	10/31/2011	Strip
3496 Paris Corner	3850 Lamar Avenue		Paris	TX USA	75460	1500	2/1/2011	1/31/2014	Strip
3507 Midland Gateway Center	2410 Rankin Highway		Midland	TX USA	79701	1400	11/5/2010	1/31/2013	Strip
3520 Abilene SWM	I-20E & St. Highway 351		Abilene	TX USA	79601	2500	7/27/2006	7/31/2011	Strip
3552 NorthPark Center	Northwest Highway	Space #2E2- 2296	Dallas	TX USA		1438	4/30/2006	1/31/2012	Mall
3610 Cross Pointe	1453 N. Saginaw Blvd		Saginaw	TX USA	76179	1400	2/1/2011	1/31/2014	Strip
3651 North Rim	Loop 1604 US 87		San Antonio	TX USA	78249	1500	2/8/2007	2/29/2012	Strip
3686 Midlothian SWM	151 Walton Way		Midlothian	TX USA	76065	1500	1/7/2008	1/31/2013	Strip
3688 San Antonio SWM	7635 NW Loop 410	Suite 400	San Antonio	TX USA	78245	1750	11/2/2006	1/31/2012	Strip
3716 Precinct Line	1714 Precinct Line Road	Suite 400	Hurst	TX USA	76054	1500	6/15/2006	1/31/2012	Strip
3750 League City Marketplace	Highway 45 & FM 646		League City	TX USA		1500	12/14/2006	1/31/2012	Strip
3751 Center	Lubbock SW Shopping 6301 82nd St, Suite 1201		Lubbock	TX USA		1600	8/1/2007	8/31/2012	Strip
3752 Lubbock SWM 7th Street	Avenue R		Lubbock	TX USA		1455	11/16/2006	1/31/2012	Strip
3851 Independence Plaza	2019 NE Bob Bullock Loop	C -350	Laredo	TX USA	78045	1400	8/29/2007	8/31/2012	Strip
3862 Center	Alamo Corners Shopping 1449 W Durante Suite 10		Alamo	TX USA		1540	9/27/2007	9/30/2012	Strip
3863 Laredo Shopping Center	4311 Clark Boulevard	Suite D	Laredo	TX USA	78043	1800	6/21/2007	6/30/2012	Strip
3864 Center	Laredo Crossing Shopping 4415 US Hwy 83 Suite 600		Laredo	TX USA	78046	1750	12/5/2007	12/31/2012	Strip
3869 Center	SWM Quail Creek Shopping 3201 Lawrence Road	Suite 550	Wichita Falls	TX USA	76308	1788	10/4/2007	1/31/2013	Strip
3873 Center	Ross/Henderson Shopping 5334-A Ross Avenue		Dallas	TX USA		1400	6/7/2007	6/30/2012	Strip
3874 Pflugger Crossing	1552 FM 685		Pflugerville	TX USA	78660	2017	4/4/2007	1/31/2013	Strip
3889 Village @ Stone Oak	23002 US 281 North	Suite 103	San Antonio	TX USA	78258	2000	11/1/2007	1/31/2013	Strip
3935 Briarwood Village	4416 Briarwood Ave #107		Midland	TX USA	79707	1600	8/23/2007	1/31/2013	Strip
3941 Buda Crossing	1567 Main Street	Suite 100	Buda	TX USA	78610	1200	5/24/2007	5/31/2012	Strip
3949 Boca Chica S/C	2821 Boca Chica Blvd		Brownsville	TX USA	78521	1500	8/13/2008	8/31/2013	Strip

3982 Brazos Town Center	24004 Southwest Parkway 4101 E 42 STREET Unit B-10	Suite 302	Rosenberg	TX USA	1750	12/6/2007	12/31/2012	Strip
4024 MUSIC CITY MALL	8401 GATEWAY WEST Unit J-2B		ODESSA	TX USA	79762	2230	11/1/2008	10/31/2011 Mall
4033 Cielo Vista Mall			EL PASO	TX USA	79925	1155	2/1/2007	1/31/2014 Mall
4074 BAYBROOK MALL	1186 BayBrook Mall		FRIENDSWOOD	TX USA	77546	847	6/26/2006	5/31/2016 Mall
4086 Sunset Mall	4001 Southwest Blvd. Unit 1206		San Angelo	TX USA	76904	1036	11/23/2001	11/30/2011 Mall
4111 South Park Mall	2310 S.W. Military Dr. Unit 414		San Antonio	TX USA	78224	988	11/21/2001	11/30/2011 Mall
4136 Mall DeI Norte	570 Mall DeI Norte Unit 570		Laredo	TX USA	78041	1588	2/7/2007	3/31/2012 Mall
4149 SUNLAND PARK MALL	750 SUNLAND PARK DR, Unit B10		EL PASO	TX USA	79912	1358	1/1/2011	1/31/2014 Mall
4183 RIDGMAR MALL	2076 GREEN OAKS ROAD Unit M8A		FORT WORTH	TX USA	76116	900	1/1/2009	10/31/2012 Mall
4210 LAKELINE MALL	11200 LAKELINE MALL DR. Unit K-6	SPACE K-06	CEDAR PARK	TX USA	78613	1332	2/1/2006	1/31/2011 Mall
4216 Rivercenter Mall	849 Commerce Street Unit 251		San Antonio	TX USA	78205	953	7/1/2003	6/30/2013 Mall
	2100 SWS YOUNG DRIVE Unit Space							
4223 KILLEEN MALL	1204		KILLEEN	TX USA	76543	1590	11/1/2010	1/31/2011 Mall
4269 STONEBRIAR CENTRE	2601 PRESTON ROAD Unit 1028	SPACE # 1028	FRISCO	TX USA		1356	2/1/2011	1/31/2014 Mall
4345 GALLERIA, THE	5015 WESTHEIMER Unit 1470	SUITE 1470	HOUSTON	TX USA	77056	1326	5/5/2001	5/31/2011 Mall
	2370 N EXPRESSWAY SPACE 1300 Unit							
4404 SUNRISE MALL (TX)	1300		BROWNSVILLE	TX USA	78526	1000	1/1/2011	1/31/2011 Mall
	5488 SOUTH PADRE STAPLES DRIVE							
La Palmera f/k/a PADRE			CORPUS CHRISTI	TX USA	78411	1629	1/1/2009	1/31/2012 Mall
4412 STAPLES MALL	Unit 2040 2200 S 10TH STREET SPACE A-08 Unit A-							
4413 LAPLAZA MALL	08		MCALLEN	TX USA	78503	923	2/24/2001	1/31/2012 Mall
4436 MIDLAND PARK MALL	4511 N. MIDKIFF DRIVE	Unit F	-8 MIDLAND	TX USA	79705	1492	2/1/2009	1/31/2016 Mall
	6301 N.W. LOOP 410 Unit Q-4B		SAN ANTONIO	TX USA	78238	1149	2/1/2008	1/31/2015 Mall
4456 INGRAM PARK MALL	3387 SOUTH 31ST STREET Unit 3387		TEMPLE	TX USA	76502	800	2/1/2009	1/31/2011 Mall
TEMPLE MALL- COLONIAL								
4477 MALL	3000 GRAPEVINE MILLS PARKWAY Unit							
4514 GRAPEVINE MILLS	522		GRAPEVINE	TX USA	76051	1488	11/1/2007	1/31/2013 Mall
4527 BARTON CREEK SQUARE	2901 CAPITOL OF TX HWY	Unit F	-2 AUSTIN	TX USA	78746	1501	2/1/2003	1/31/2013 Mall
4558 WOODLANDS, THE	1201 LAKE WOODLANDS DR. Unit		WOODLANDS	TX USA	77380	1272	2/1/2008	1/31/2011 Mall
4614 Memorial City	675 Memorial City Way Unit Suite B		Houston	TX USA	77024	1053	12/1/2003	10/31/2013 Mall
4649 KATY MILLS	5000 KATY MILLS CIRCLE Unit 205		KATY	TX USA	77494	1370	11/1/2009	1/31/2017 Mall

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FORUM AT OLYMPIA 4671 PARKWAY	833 ANGORA PKWY. Unit 717	SELMA	TX USA	78154	1600	9/1/2006	8/31/2011	Strip
4677 Huebner Oaks Center	11745 I-10 WEST Unit 120	SAN ANTONIO	TX USA	78230	1160	8/13/2006	8/12/2011	Strip
4701 Alamo Quarry Market	255 E. Basse Rd. Unit 154 1742 N. Loop 1604 East	San Antonio	TX USA	78209	1680	12/1/2006	11/30/2011	Strip
4708 Northwoods Phase III	Unit 119	San Antonio	TX USA	78232	1373	12/1/2008	11/30/2011	Strip
4727 La Frontera Shopping Center	220 Sundance Pkwy. Unit 500, Building #6	Round Rock	TX USA	78681	1260	5/1/2010	4/30/2012	Strip
4837 Westgate Shopping Center	4477 Lamar Unit Suite 780	Austin	TX USA	78745	1200	2/1/2008	1/31/2013	Strip
4894 Gateway Station	1169 N. Burlleson Blvd #101	MCAIister Rd & Ashbury Blvd. Burlleson	TX USA	76028	1400	4/1/2008	3/31/2013	Strip
4920 Market at Lake Houston, The	7405 FM 1960 Rd E Unit Suite 204	Humble	TX USA	77346	1753	4/1/2008	3/31/2013	Strip
4931 2612 S. Shepherd	2612 South Shepherd Unit Suite C	Houston	TX USA	77098	1735	7/1/2008	6/30/2013	Strip
4937 Mac Arthur Park	7601 N. MacArthur Blvd. Unit Suite 170	Irving	TX USA	75063	1052	2/1/2009	1/31/2011	Strip
4944 McLendon Plaza	10255 North Freeway Unit Suite B	Houston	TX USA	77037	1600	6/2/2008	5/31/2011	Strip
Westwood Vista Shopping 4976 Center	6511 West FM 1604 North Unit	San Antonio	TX USA	78251	1400	2/1/2010	1/31/2013	Strip
4995 Highlands of Flower Mound	6161 Long Prarie Road Unit Suite 200	Flower Mound	TX USA	75028	1619	7/1/2008	6/30/2013	Strip
5010 Crossroads Plaza	13141 FM 1960 W. Unit Auite 600	Houston	TX USA	77065	1326	8/1/2008	7/31/2011	Strip
5025 Buckner Commons	I-30 & Buckner Unit	Dallas	TX USA	75228	1600	10/1/2008	9/30/2013	Strip
529/6 Copperfield Shopping 5029 Center	7013 Highway 6N Unit	Houston	TX USA	77095	1550	9/1/2008	8/31/2013	Strip
Broadway Comers Shopping 5035 Center	5949 Broadway Boulevard Unit Suite 130	Garland	TX USA	75043	1500	2/1/2009	1/31/2014	Strip
5036 Davis Towne Crossing	8525 Davis Blvd. Unit Suite 150	North Richland Hills	TX USA	76180	1500	10/1/2008	9/30/2011	Strip
5042 5931 Greenville Avenue	5931 Greenville Avenue Unit	Dallas	TX USA	75206	1000	9/1/2008	8/31/2013	Strip
5048 Grand Prairie Plaza	2205 Winterstate 20 Unit Suite E	Grand Prairie	TX USA	75052	1594	9/1/2008	8/31/2013	Strip
5072 Woodforest Center at Uvalde	SWC Woodforest at Uvalde Unit	Houston	TX USA	77015	1540	10/1/2008	9/30/2011	Strip
5079 Fairway Center	5859 Fairmont Parkway Unit	Pasadena	TX USA	77505	1200	9/1/2008	8/31/2011	Strip
5086 Town Center Lakeside	1955 Lakeside Drive Unit 10201 Broadway Street	Sugar Land	TX USA	77479	1400	10/1/2008	9/30/2011	Strip
5093 Silverlake Shopping Center	Unit Suite 113	Pearland	TX USA	77584	1360	2/1/2009	1/31/2012	Strip
5096 Watauga Pavilion	7606 Denton Highway Unit	Watauga	TX USA	76148	1500	3/1/2009	2/29/2012	Strip
5110 Clear Lake Shores	243 FM 2094 Road Unit J Bay Area Blvd @ Texas	Kemah	TX USA	77565	1500	9/1/2009	8/31/2011	Strip
5111 Webster Plaza	Ave. Unit	Webster	TX USA	77598	1500	8/21/2009	7/31/2011	Strip
5112 University Heights	12822 IH 10 West, Bldg 2, Unit Suite 208	San Antonio	TX USA	78249	1400	7/1/2010	6/30/2013	Strip
5126 Baytown Retail Center	6560 Garth Road Unit Suite 200	Baytown	TX USA	77521	1600	2/1/2009	1/31/2014	Strip
5156 Mansfield Towne Crossing	181 U.S. Highway 287 North Unit Suite 104	Mansfield	TX USA	76063	1500	10/1/2008	9/30/2013	Strip
5193 Shops at Whitestone, The Victoria Comers Shopping 5194 Center	20 Walton Way Unit Suite 172	Cedar Park	TX USA	78613	1540	8/1/2009	7/31/2014	Strip
5205 Del Rio Plaza	NW Corner Highway 77 & Glasgow Unit	Victoria	TX USA	77904	1500	7/1/2009	6/30/2012	Strip
5206 Brinker Plaza	2415 Veterans Boulevard Unit 1601 Brinker Road Unit #107	Del Rio	TX USA	78840	1700	6/5/2009	6/30/2012	Strip
5213 Central Texas Marketplace	NWC I-35 & Loop 340 (St Hwy 6) Unit A-29	Waco	TX USA	76706	1400	7/1/2009	6/30/2014	Strip
5235 San Benito Plaza	1126 W. Business 77 Unit 9300 S IH 35 Unit Suite C-	San Benito	TX USA	78586	1600	7/1/2009	6/30/2012	Strip
5252 Wal-Mart Slaughter Lane	700	Austin	TX USA	78747	1200	6/1/2010	5/31/2012	Strip

	1806 South Padre Island Drive Unit Suite												
5253 Wal-Mart Padre Island Drive	200		Corpus Christi	TX USA	78416	1383.85	2/1/2009	1/31/2012	Strip				
5261 Resler Marketplace	965 N. Resler Unit Suite 102		El Paso	TX USA	79912	1200	7/1/2009	6/30/2011	Strip				
5262 Zaragosa Market Place	1830 Zaragosa Unit		El Paso	TX USA	79912	1200	4/1/2009	3/31/2014	Strip				
5263 Gateway Plaza	10750 Gateway Boulevard W Suite 102		El Paso	TX USA	79935	1600	10/1/2009	9/30/2012	Strip				
5276 Lufkin Center	4206 S. Medford Drive Unit F		Lufkin	TX USA	75901	1460	5/1/2009	4/30/2014	Strip				
5327 Saratoga Town Center	6418 S. Staples Street Unit 3939 Dowlen Road Unit	Suite 110	Corpus Christi	TX USA	78414	1400	10/1/2009	9/30/2011	Strip				
5328 Westfield Shopping Center	Suite 4		Beaumont	TX USA	77706	2100	5/1/2009	4/30/2014	Strip				
5340 Richmond Ranch	236 Richmond Ranch Road Unit		Texarkana	TX USA	75503	1600	10/1/2009	9/30/2011	Strip				
5341 Five Oaks South	Parmer Lane & H034 Unit		Austin	TX USA	78753	1400	11/1/2009	1/31/2013	Strip				
Rowlett Corners Shopping Center													
5342 Center	5401 Kenwood Drive Unit		Rowlett	TX USA	75099	1500	10/1/2009	9/30/2012	Strip				
2600 Trimmier Street	2600 Trimmier Street Unit Suite 600		Killeen	TX USA	76542	1500	12/1/2009	1/31/2013	Strip				
5343 (Starbucks Plaza)													
5397 Kerrville Junction	1304 Junction Highway Unit Suite 600		Kerrville	TX USA	77042	1800	9/1/2009	8/31/2012	Strip				
	NWC of Bandera Road and Mainland Drive												
5414 Bandera Place	Unit		San Antonio	TX USA	78250	1500	5/1/2010	1/31/2011	Strip				
8215 University Ave	8215 University Avenue Unit 135		Lubbock	TX USA	79423	1500	10/1/2009	9/30/2012	Strip				
5441 (University & 82nd)													
5447 Wal-Mart Court Odessa	200 Wal-Mart Court Unit F		Odessa	TX USA	79763	1200	10/1/2009	9/30/2014	Strip				
5448 Parkwood Square	3010 Highway 30 W Unit	Suite C	Huntsville	TX USA	77340	1849	10/1/2009	9/30/2014	Strip				
5482 Shops at Abilene	SEC Southwest Blvd & Catclaw Drive Unit		Abilene	TX USA	79606	1425	4/1/2010	3/31/2013	Strip				
Ringgold Corners Shopping Center													
5483 Center	4570 E. US Highway 83 Unit		Rio Grande	TX USA	78582	1500	2/1/2010	1/31/2013	Strip				
5484 Wal-Mart Gainesville	1501 N. Grande Avenue Unit Suite E		Gainesville	TX USA	76240	1500	2/1/2010	1/31/2012	Strip				
5518 Conroe Center	1234 N. Loop 336 West Unit		Conroe	TX USA	77301	1488	3/1/2010	1/31/2011	Strip				
5535 Paseo Plaza	1700 South 10th Street Unit	Suite 130	McAllen	TX USA	78503	1064	5/1/2010	1/31/2011	Strip				
5569 Kingwood Commons	708 Kingwood Drive		Kingwood	TX USA	77339	1200	5/1/2010	4/30/2013	Strip				
5570 Northwest Crossing	13605 F.M. Road Unit	No. 624 Unit	Corpus Christi	TX USA		1500	5/1/2010	4/30/2013	Strip				
5573 Craig Crossing	3190 S Central Expy	# 505	McKinney	TX USA	75070	1540	7/1/2010	6/30/2012	Strip				
PEPPER SQUARE	14902 PRESTON ROAD Unit 410		DALLAS	TX USA	75254	3895	5/1/2009	1/31/2011	Strip				
5584 SHOPPING CENTER													
5762 College Station	2001 Texas Ave. South, Suite 200		College Station	TX USA	77840	1370	1/14/2007	1/30/2016	Mall				
5828 Kingsville Junction	1310 General Cavazos Boulevard	Suite E	Kingsville	TX USA		1600	8/2/2007	8/31/2012	Strip				
5836 HEB Plus Retail	651 N. US Highway 183, Suite 235		Leander	TX USA	78641	1200	8/1/2007	8/31/2012	Strip				
Pineborough Shopping Center													
5863 Center	1501 West Church Street	Suite 400	Livingston	TX USA	77351	1648	7/14/2007	7/13/2012	Strip				
5877 West Orange Marketplace	3121 Edgar Brown Drive		West Orange	TX USA	77630	1747	7/26/2007	1/31/2013	Strip				
5892 Hillcrest (SMU) Plaza	6417 Hillcrest		Highland Park	TX USA		2460	9/1/2007	8/31/2012	Strip				
5908 CY-Fair Town Center	25680 Northwest Freeway		Houston	TX USA	77429	1500	2/3/2008	2/28/2013	Strip				
5940 Rolling Oaks Mall	6909 N. Loop 1604 E.	Suite 1127	San Antonio	TX USA	78247	1036	10/24/2007	1/31/2013	Mall				

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		432 South Bibb Ave Suite								
5967 Eagle Pass Crossing	South Bibb Street	200	Eagle Pass	TX	USA	78852	1600	7/24/2008	7/31/2013	Strip
5992 Shops at Grayhawk	1224 FM 423 Suite 200 111 E. Marcy Drive Suite 100		Frisco	TX	USA	75034	1400	2/2/2008	2/28/2013	Strip
6018 Big Springs Marketplace			Big Springs	TX	USA	79720	1900	12/20/2007	1/31/2013	Strip
6023 Clifford Retail	301 Clifford Center Drive		White Settlement	TX	USA	76108	1750	11/23/2009	11/30/2014	Strip
6069 Shafer Plaza	351 FM 548 Suite 104		Fomey	TX	USA	75126	1300	3/6/2008	3/31/2013	Strip
6070 Park Lakes Landing	4830 Wilson Rd Suite 400		Humble	TX	USA	77396	1117	5/1/2008	4/30/2013	Strip
6071 Kari Beth Crossing	3130 IH 30 W US 380 West University Dr and North	Suite C	Greenville	TX	USA	75402	1930	2/7/2008	2/28/2013	Strip
6072 Rayzor Ranch Marketplace	Bonnie Brae Street		Denton	TX	USA		1600	10/14/2010	1/31/2016	Strip
6118 Mimosa Lane	211 NE 28th Street	Suite 211	Fort Worth	TX	USA	76106	1133	2/3/2008	2/28/2013	Strip
6123 Shopping Center	Sulphur Springs Corners 1707 S Broadway Street Suite 1		Sulphur Springs	TX	USA	75482	1400	1/22/2008	1/31/2013	Strip
6126 Brenham Crossroads	103 Hwy. 290 West		Brenham	TX	USA	77833	1800	4/8/2008	4/30/2013	Strip
6129 Palms Crossing	3300 Expressway 83 11200 Broadway Suite 1300	Suite G03	McAllen	TX	USA	78505	1894	2/3/2008	2/28/2013	Strip
6130 Pearland Town Center	22720 Belaire Blvd, Suite 100	Grand Parkway & Bellaire	Pearland	TX	USA	77584	1792	7/30/2008	7/31/2013	Strip
6142 Shops at Bella Terra	1806 East End Blvd. N. Space C-1		Houston	TX	USA	77469	1604	2/25/2009	2/28/2014	Strip
6143 Marshall Plaza			Marshall	TX	USA	75670	2000	4/4/2008	4/30/2013	Strip
6149 Tertiary Walmart	Wolfe Nursey Rd. & US 377		Stephenville	TX	USA	76401	1400	4/11/2008	9/30/2013	Strip
6186 La Gran Plaza	4200 S. Freeway		Ft. Worth	TX	USA	76137	1188	6/18/2008	6/30/2018	Strip
6198 Uptown Village	Hwy 67 & Pleasant Run Rd		Cedar Hill	TX	USA		1625	7/2/2008	7/31/2015	Strip
		10241 South Padre Island Dr								
6210 Flour Bluff Shopping Center	SPI Dr and Waldron Rd. Potranco rd. & W Loop 1604	Suite 145 11219 Potranco Rd Ste 101	Corpus Christi	TX	USA	78418	1625	8/13/2008	8/31/2013	Strip
6249 Madison Market	1030 Norwood Park Bldg 4 Ste 402		San Antonio	TX	USA	78253	1354	8/6/2008	8/31/2013	Strip
6251 Norwood Plaza	3250 Hulen Street Suite 120		Austin	TX	USA	78753	1260	8/29/2008	8/31/2013	Strip
6252 Heights Corner	Bldg. 50004, Clear Creek Road		Ft. Worth	TX	USA	76109	1218	7/9/2008	7/31/2013	Strip
6253 Fort Hood			Fort Hood	TX	USA	76544	1959	10/3/2010	10/3/2012	Strip
6333 Little School Road Shops	1245 N. Little School Road		Kennedale	TX	USA	76017	1681	12/3/2008	1/31/2014	Strip
6334 The Village at Allen	190 E Stacy Rd Bldg 2322		Allen	TX	USA	75002	1519	2/12/2009	2/29/2016	Strip
6418 Preston Forest S/C	6031 Forest Ln.		Dallas	TX	USA	75230	2200	4/2/2009	4/30/2014	Strip
6479 SWM Northcross	2525 W. Anderson Lane 1251 E. Southlake Blvd., #351		Austin	TX	USA	78757	1525	11/11/2010	1/31/2016	Strip
6528 Shops of Southlake			Southlake	TX	USA	76092	2589	8/20/2009	8/31/2019	Strip
6568 Sunset Plaza	4213 Sunset Drive		San Angelo	TX	USA	76904	1563	11/5/2009	1/31/2015	Strip
6617 SWM Bastrop	460 West State Highway 71, Ste A		Bastrop	TX	USA	78602	2150	7/9/2010	7/31/2015	Strip
6640 The Domain II	3220 Feather Grass Court, #124		Austin	TX	USA	78757	2193	6/4/2010	6/30/2015	Strip
6700 Camp Wisdom S/C	3040 W. Camp Wisdom Rd., #180		Grand Prairie	TX	USA	75052	1860	6/28/2010	8/31/2015	Strip
6720 Center	601 East Hwy. 83, Suite 200		Weslaco	TX	USA	78596	1465	11/11/2010	1/31/2016	Strip
6722 Porterwood S/C	23741 US Hwy 59 Suite 4		Porter	TX	USA	77365	1600	10/28/2010	1/31/2016	Strip
6740 Carrollton Parkway S/C	1906 E. Bellline		Carrollton	TX	USA	75007	1200	10/28/2010	10/31/2015	Strip
6779 SWM Jasper Crossing	820 West Gibson St.		Jasper	TX	USA	75951	1600	11/4/2010	1/31/2016	Strip
6783 Kyle Crossing	5401 S.FM 1626 Suite 125		Kyle	TX	USA	78640	1500			Strip
6797 Sierra Vista S/C	3434 W. Illinois Ave.		Dallas	TX	USA	75211	2005	11/18/2010	11/30/2015	Strip
6809 Ft. Sam Houston	2503 Funston Rd.		San Antonio	TX	USA	78234	1500	10/4/2010	10/3/2012	Strip
6810 Lackland AFB	6511 W Military Dr		San Antonio	TX	USA	78227	858	10/4/2010	10/3/2012	Strip
6838 Sheppard AFB	718 I Ave.		Sheppard	TX	USA	76311	1000	10/4/2010	10/3/2012	Strip
6865 Freedom Crossing	1614 Pleasonton Suite D- 109		Fort Bliss	TX	USA	79906	2605	8/25/2010	10/31/2020	Strip

6867 Randolph Air Force Base	630 3rd St. W, Bldg 1068		San Antonio TX USA	78150	1450	10/4/2010	10/3/2012	Strip
6900 Market Place	3022 S. 31st Street	Suite 3022	Temple TX USA	76502	1693	12/9/2010	1/31/2016	Strip
6925 SWM Desert Mountain Plaza	4650 Woodrow Beam Drive		El Paso TX USA	79924	2450			Strip
6943 Cameron Crossing	SWC US Hwy. 75 & US Hwy 380		McKinney TX USA	75070	1728			Strip
6944 SWM Hickory Center	Hiclory Street & Preston Rd.		Frisco TX USA		1800			Strip
9913 Corporate Point Building	5615 High Point Drive		Irving TX USA		24260	6/9/2010	10/31/2015	Strip
201 University Mall	1229 South State Street	Suite B-38	Orem UT USA	84058	1488	2/1/2009	1/31/2014	Mall
338 Layton Hills Mall	2038 Layton Hills Mall		Layton UT USA	84041	1294	10/1/2009	9/30/2011	Mall
959 Crescent Corners	11400 S. State Street		Sandy UT USA	84070	1530	2/1/2008	1/31/2011	Strip
960 Smith Shops	4645 South 4000 West, Suite D		West Valley City UT USA	84120	1200	11/1/2007	10/31/2012	Strip
961 Legacy Plaza	5610 W. 4100 S., #A		West Valley City UT USA	84119	1200	9/1/2007	8/31/2012	Strip
962 Sugarhouse Center	2265 S. Highland Drive # B		Salt Lake City UT USA	84106	1200	12/1/2007	11/30/2012	Strip
963 Valley Fair	3630 West 3500 South		West Valley City UT USA	84120	1470	11/1/2007	10/31/2012	Strip
985 River Pointe Plaza	9089 South Redwood Road		West Jordan UT USA	84088	1340	2/1/2008	1/31/2013	Strip
1086 Fashion Place	6277 Fashion Place		Murray UT USA	84107	1050	7/15/2001	7/31/2011	Mall
1550 Rimrock Marketplace	335 S. River Road, Suite C		St. George UT USA	84790	1245	10/1/2007	9/30/2012	Strip
1706 Newgate Mall	1185 Newgate Mall		Ogden UT USA	84404	800	8/4/2001	1/31/2012	Mall
2408 Alpine Valley Center	632 West Main Street	Suite 104	American Fork UT USA	84003	1450	11/1/2008	10/31/2013	Strip
2409 Centerville Target Center	621 West Market Place Drive		Centerville UT USA	84014	1500	2/1/2009	1/31/2014	Strip
2736 Park Center	1300 East 7000 South		Salt Lake City UT USA	84121	1756	4/1/2009	3/31/2014	Strip
2768 Layton Crossing	748 W. Antelope Drive	Space #4	Layton UT USA	84041	1500	2/1/2010	1/31/2012	Strip
2770 Clinton Super Wal-Mart	2000 West & 1800 North		Clinton UT USA	84015	1519	3/10/2010	3/9/2012	Strip
2853 Tooele Landing	1189 North Main Street		Tooele UT USA	84074	1500	2/1/2010	1/31/2011	Strip
3087 Brigham City SWM	855 West 1100 South	Suite C	Brigham UT USA	84302	1250	2/1/2010	1/31/2013	Strip
3138 Providence Center	1410 S. Providence Center Drive	Suite A	Cedar City UT USA	84720	1950	7/21/2005	1/31/2011	Strip
3139 Springville S/C	1795 West & 500 South	#B4	Springville UT USA	84663	1588	2/1/2011	1/31/2013	Strip
3168 Vernal Marketplace	1820 West Highway 40	Suite E	Vernal UT USA	84078	1600	11/1/2010	10/31/2013	Strip
3931 Jordan Landing	7612 S. Campus View Drive Suite 120		West Jordan UT USA	84083	1250	4/9/2009	4/30/2014	Strip
4314 PROVO TOWNE CENTRE	1200 TOWNE CENTRE BOULEVARD Unit 1088		PROVO UT USA	84601	1458	1/1/2009	12/31/2013	Mall
4337 GATEWAY, THE	152 S. RIO GRANDE ST. Unit 1111		SALT LAKE CITY UT USA	84101	958	11/1/2001	1/31/2012	Mall
4613 Cache Valley Mall	1300 N. Main Unit Suite 1310		Logan UT USA	84341	1178	4/29/2004	1/31/2015	Mall
5583 Shops on Redwood	5500 South Redwood Road Unit 4		Taylorville UT USA	84123	1335	8/1/2010	7/31/2011	Strip

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6732 SWM Quarry Bend	9183 South Quarry Bend Drive		Sandy	UT USA	84094 1977			Strip
6834 Hill AFB	5837 D. Ave.		Ogden	UT USA	84056 1100	10/4/2010	10/3/2012	Strip
4941 Doc Stone Commons	356 Garrisonville Road Unit	Suite 109	Stafford	VA USA	22554 1180	7/1/2008	6/30/2013	Strip
181 Spotsylvania Mall	680 Spotsylvania Mall		Fredericksburg	VA USA	22407 1410	6/1/2008	5/31/2013	Mall
191 Regency Square	1404 Parham Road		Richmond	VA USA	23229 1358	2/1/2010	1/31/2011	Mall
192 River Ridge Mall	3405 Candler's Mountain Road	Suite B-100	Lynchburg	VA USA	24502 1560	1/1/2002	12/31/2011	Mall
195 Lynnhaven Mall	701 Lynnhaven Parkway	Suite 1118	Virginia Beach	VA USA	23452 1006	4/1/2000	1/31/2011	Mall
239 Charlottesville Fashion Square	1600 East Rio Road	Suite C17	Charlottesville	VA USA	22906 1094	2/1/2003	1/31/2013	Mall
304 Greenbrier Mall	1401 Greenbriar Parkway		Chesapeake	VA USA	23320 1410	1/1/2009	1/31/2011	Mall
373 Tanglewood Mall	4314 Electric Rd. #3		Roanoke	VA USA	24014 1200	2/1/2010	1/31/2011	Mall
662 Smoketown Station	13277 Worth Ave.		Woodbridge	VA USA	22192 1600	1/1/2010	12/31/2012	Strip
684 Best Buy Metro Center	6575-M Frontier Drive		Springfield	VA USA	1237	5/1/2006	4/30/2012	Strip
779 Apple Blossom Corners	2022 S. Pleasant Valley Rd. #12		Winchester	VA USA	22601 1200	12/1/2009	11/30/2012	Strip
781 Coliseum Specialty Shops	2400 Cunningham Dr., Suite 300		Hampton	VA USA	23666 1400	10/1/2007	9/30/2012	Strip
786 Crossways Center at Greenbrier	1412 Greenbrier Parkway #119		Chesapeake	VA USA	23320 2000	1/1/2011	1/31/2011	Strip
787 Central Park Shopping Center	1240 Carl D. Silver Pkwy		Fredericksburg	VA USA	22407 1800	12/1/2008	11/30/2013	Strip
802 Leesburg Pike Plaza	3519 South Jefferson Street		Bailey's Crossroads	VA USA	22041 2600	2/1/2009	1/31/2012	Strip
806 Military Circle	700 N. Military Highway		Norfolk	VA USA	23502 1675	2/1/2009	1/31/2012	Strip
826 Dimmock Square	707 Southpark Blvd.		Colonial Heights	VA USA	23834 1750	1/1/2008	1/31/2013	Strip
831 Towne Crossing	11633 Midlothian Tumpike		Midlothian	VA USA	23113 1700	4/1/2008	3/31/2013	Strip
850 Crossroads at Chesapeake Square	4107 Portsmouth Blvd, Suite 112		Chesapeake	VA USA	23321 2400	7/1/2008	6/30/2013	Strip
902 Valley View Crossing	4757 Valley View Blvd., Suite B		Roanoke	VA USA	24012 3958	12/1/2009	2/28/2015	Strip
989 Spradlin Farm S/C	120 Conston Avenue		Christianburg	VA USA	24073 1600	8/1/2008	7/31/2011	Strip
1122 Chesterfield Towne Center	11500 Midlothian Tumpike Unit 676		Richmond	VA USA	23235 1479	1/1/2009	1/31/2012	Mall
1140 Apple Blossom Mall	1850 Apple Blossom Drive	Room S101	Winchester	VA USA	22601 2091	2/1/2009	1/31/2013	Mall
1316 Valley Mall	1925 E. Market Street	Unit 0322	Harrisonburg	VA USA	22801 1078	1/26/2009	1/31/2016	Mall
1501 New River Valley Mall	782 New River Road		Christiansburg	VA USA	24073 1828	2/2/2006	2/1/2013	Mall
1535 Bristol Mall	510 Gate City Highway		Bristol	VA USA	24201 1438	3/1/2010	2/28/2013	Mall
1577 Barracks Road	1114 Emmet St. N.		Charlottesville	VA USA	22903 1770	10/1/2011	9/30/2013	Strip
1578 Burke Center	5749 Burke Centre Parkway, Suite B		Burke	VA USA	22015 1068	5/1/2008	4/30/2013	Strip
2224 Commonwealth Centre	4656 Commonwealth Centre Parkway		Midlothian	VA USA	23112 1600	2/1/2008	1/31/2013	Strip
2234 Victory Crossing	3931 Victory Boulevard, Ste. B		Portsmouth	VA USA	23701 1600	2/1/2008	1/31/2013	Strip
2273 Hilltop North S/C	768 Hilltop North Center		Virginia Beach	VA USA	23451 2160	1/1/2009	12/31/2011	Strip
2383 Alexandria Commons	3111 Duke Street		Alexandria	VA USA	22314 2232	6/1/2008	5/31/2013	Strip
2384 Hanover Square	7384 Bell Creek Road		Mechanicsville	VA USA	23111 2000	8/1/2008	7/31/2013	Strip
2410 Broad & Bowe Center	1502 W. Broad Street		Richmond	VA USA	23220 2000	2/1/2010	1/31/2013	Strip
2415 Parkway Marketplace	5020 Ferrell Parkway		Virginia Beach	VA USA	23452 1600	6/1/2008	5/31/2013	Strip
2444 Shops @ Stratford Hills	7101-G Forest Hill Avenue		Richmond	VA USA	23225 1600	8/18/2005	1/31/2011	Strip
2445 Center Shops	742 - C W. 21st Street		Norfolk	VA USA	23517 1820	8/1/2008	7/31/2013	Strip
2489 Franklin Farms	13340-D Franklin Farms Rd		Hemdon	VA USA	1600	12/1/2008	11/30/2013	Strip
2511 Newmarket Plaza	605-6 Newmark Drive		Newport News	VA USA	23605 1560	9/1/2008	8/31/2013	Strip
2553 Southern Shopping Center	7525 Tidewater Drive	# 2 B	Norfolk	VA USA	23505 2080	11/1/2008	10/31/2013	Strip
2693 Bristol Commons	3181 Linden Drive	Suite 4	Bristol	VA USA	24202 2500	2/1/2009	1/31/2014	Strip
2797 Stafford Marketplace	1495 Stafford Marketplace	Suite 109	Stafford	VA USA	22556 1480	5/20/2009	5/19/2014	Strip
2899 Jefferson Crossroads	12551 Jefferson Avenue	Suite 113	Newport News	VA USA	23602 2000	10/1/2010	9/30/2012	Strip
2927 South Crater Square	3330 South Crater Square		Petersburg	VA USA	23805 1600	2/1/2010	1/31/2012	Strip
2975 Mt Pleasant Marketplace	Centerville Tumpike & Mt Pleasant Rd		Chesapeake	VA USA	23322 1400	8/3/2006	8/31/2011	Strip

3036 Wal-Mart Way Crossing	1437 Sam's Drive	Suite #80	Chesapeake	VA USA	23320 1600	9/1/2010	8/31/2013	Strip
3037 Riverbend Shopping Center	315 W. Thacker Road	Space # 15	Covington	VA USA	24426 2000	1/1/2011	1/31/2011	Strip
3086 Mt Crossroads Plaza	364 Lowes Drive	Suite # T	Danville	VA USA	24540 2800	2/1/2010	1/31/2015	Strip
3129 Hollymead T/C	129 Community Drive		Charlottesville	VA USA	22911 1600	9/1/2010	1/31/2011	Strip
3134 Downtown Short Pump	11530 W. Broad Street	# 24	Richmond	VA USA	23233 2012	10/18/2010	1/31/2016	Strip
3135 Parkway Suite 14	Cahoon Commons aka Dominion Commons 644 Grassfield		Chesapeake	VA USA	23322 2505	10/1/2007	1/31/2013	Strip
3136 Harborview East	6255 College Dr Suite H		Suffolk	VA USA	23435 1600	11/6/2008	1/31/2014	Strip
3182 Burgess Center	108 Burgess Road		Harrisonburg	VA USA	22801 1763	10/14/2005	1/31/2011	Strip
3208 Parkway Plaza	869 Lynnhaven Parkway #115		Virginia Beach	VA USA	23452 1560	3/23/2006	1/31/2012	Strip
3233 Woodstock	465 W. Reservoir Road		Woodstock	VA USA	22664 1500	4/6/2005	1/31/2011	Strip
3235 Montview Commons	3911-C Wards Road		Lynchburg	VA USA	24502 1600	8/4/2005	1/31/2011	Strip
3238 Waynesboro S/C	1725 Rosser Avenue		Waynesboro	VA USA	22980 2065	5/26/2005	1/31/2011	Strip
3582 Leesburg Plaza	Route 7 & Plaza Street NE 2029 S Lynnhaven Parkway		Leesburg	VA USA	20176 1700	2/1/2011	1/31/2014	Strip
3600 Salem Crossing			Virginia Beach	VA USA	23456 1700	7/13/2006	1/31/2012	Strip
3634 Fox Mall Centre	6824 Walton Lane 12300 Jefferson Avenue #204		Gloucester	VA USA	23061 1240	3/1/2006	2/28/2011	Strip
3682 Patrick Henry Mall	1021 Independence Boulevard		Newport News	VA USA	23602 1514	7/1/2006	6/30/2016	Strip
3703 Haygood S/C			Virginia Beach	VA USA	23462 1974	10/18/2006	1/31/2012	Strip
3723 Landstown Commons	3300 Princess Anne Rd 976 Commonwealth Boulevard	Suite #735	Virginia Beach	VA USA	23456 2000	11/5/2007	1/31/2013	Strip
3783 Mountainview Plaza			Martinsville	VA USA	24112 2000	2/8/2007	1/31/2013	Strip
3908 Greenbrier Marketcenter	1320 Greenbrier Parkway	Suite 310	Chesapeake	VA USA	23320 1958	6/8/2007	6/30/2012	Strip
3911 The Shoppes at Riverforest	11946 Ironbridge Rd #17 4001 Virginia Beach Blvd, Unit 116		Chester	VA USA	23831 1480	7/12/2007	7/31/2013	Strip
3951 Collins Square			Virginia Beach	VA USA	23452 1500	6/10/2007	6/30/2012	Strip
3960 Staples Mill Square	9085 Staple Mill Road 11959 FAIR OAKS Unit G-203	Space #3	Richmond	VA USA	23228 2050	10/18/2007	1/31/2013	Strip
4005 FAIR OAKS			FAIRFAX	VA USA	22033 1233	2/1/2009	1/31/2014	Mall
4025 POTOMAC MILLS	2700 POTOMAC MILLS CIRCLE Unit 906		DALE CITY	VA USA	22192 895	9/30/2003	9/30/2013	Mall
4052 PATRICK HENRY MALL	12300 JEFFERSON AVE. Unit 224		NEWPORT NEWS	VA USA	23602 1200	10/27/2008	10/31/2015	Mall
4067 Piedmont Mall	325 Piedmont Drive Unit LD-6B		Danville	VA USA	24540 1897	3/1/2009	2/29/2012	Mall
4097 SOUTHPARK MALL (VA)	36 SOUTHPARK CIRCLE Unit C-10		COLONIAL HEIGHTS	VA USA	23834 1627	1/1/2010	12/31/2011	Mall
FASHION CENTRE @ 4101 PENTAGON CITY	1100 S HAYES ST, BOX M154 UnitC5		ARLINGTON	VA USA	22202 1134	2/1/2010	1/31/2013	Mall
4127 Spotsylvania Mall	137 Spotsylvania Mall Unit 340		Fredericksburg	VA USA	22407 1136	6/1/2008	5/31/2013	Mall
4134 CHESAPEAKE SQUARE	4200 Portsmouth Blvd, Rm 138	RM 138	CHESAPEAKE	VA USA	23321 1313	7/1/2010	6/30/2013	Mall

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4232 TYSONS CORNER CENTER	1961 CHAINBRIDGE ROAD Unit F006L	MCLEAN	VA USA	22103 1243	1/1/2009	1/31/2014	Mall
4274 MANASSAS MALL	8300 SUDLEY ROAD Unit UNIT I-9	MANASSAS	VA USA	20109 2000	5/25/2001	5/31/2011	Mall
4366 VIRGINIA CENTER	10101 BROOK ROAD Unit	GLEN ALLEN	VA USA	23060 1189	11/1/2001	1/31/2012	Mall
4385 MacArthur Center	300 Monticello Ave Space #196a	Norfolk	VA USA	23510 1125	7/15/2006	1/31/2013	Mall
4479 PEMBROKE MALL	4554 VIRGINIA BEACH BLVD. Unit Suite 870	VIRGINIA BEACH	VA USA	23462 1000	1/1/2007	1/31/2014	Mall
4494 APPLE BLOSSOM MALL	1850 APPLE BLOSSOM DR. Unit ROOM N-149	WINCHESTER	VA USA	22601 1422	2/1/2010	1/31/2013	Mall
4503 Lynnhaven Mall	701 Lynnhaven Parkway Unit ROOM C-21	Virginia Beach	VA USA	23452 1599	1/1/2004	1/31/2014	Mall
DULLES TOWN CENTER 4515 (DTC)	21100 DULLES TOWN CIRCLE Unit 209	DULLES	VA USA	20166 1200	8/1/2009	7/31/2012	Mall
4554 SPRINGFIELD MALL	6733 SPRINGFIELD MALL Unit G-05	SPRINGFIELD	VA USA	22150 1302	6/1/2001	12/31/2011	Mall
4562 VALLEY VIEW MALL	4802 VALLEY VIEW BOULEVARD Unit LD-						
Mall at Short Pump Town 4584 Center, The	170 11800 W. Broad Street Unit Suite 2510	ROANOKE	VA USA	24012 1210	1/1/2010	12/31/2012	Mall
4611 Stony Point Fashion Park	9200 Stony Point Parkway Unit Suite 160	Richmond	VA USA	23233 924	9/4/2003	9/30/2013	Mall
4625 Ballston Common Mall	4238 Wilson Boulevard Unit Suite 1204	Richmond	VA USA	23235 861	9/25/2007	1/31/2013	Strip
4688 SMOKETOWN STATION	14070 SHOPPERS BEST WAY Unit SPACE 26	Arlington	VA USA	22203 1452	8/10/2004	8/31/2014	Mall
KINGSTOWNE TOWNE 4690 CENTER	5965 KINGSTOWNE TOWNE CENTER Unit 120	WOODBRIDGE	VA USA	22192 3347	9/1/2007	8/31/2012	Strip
4734 Marketplace at Hilltop	737 First Colonial Road Unit 1169 Nimmo Parkway Unit Suite 208	ALEXANDRIA	VA USA	22315 1526	11/1/2006	10/31/2011	Strip
4735 Red Mill Commons	Chippenham Forest Square Shopping Cente 2549 Sheila 4747 Lane Unit	Virginia Beach	VA USA	23451 1600	6/1/2007	5/31/2012	Mall
4748 Victory Crossing	Victory Boulevard @ I-264 Unit	Virginia Beach	VA USA	23456 1600	6/1/2007	5/31/2012	Strip
4758 Short Pump Village	11436 W Broad Village Unit 1667 Carl D Silver Parkway Unit	Richmond	VA USA	23225 1500	9/1/2007	8/31/2012	Strip
4764 Central Park	7264 Mechanicsville Unit Suite A	Portsmouth	VA USA	23701 1800	10/1/2010	1/31/2011	Strip
4790 Wal-Mart Super Center	9446 Main Street Unit #7	Glen Allen	VA USA	23060 1500	7/1/2007	6/30/2012	Strip
4792 Pickett S.C.	3 Town Center Way	Fredericksburg	VA USA	22401 1443	8/1/2007	7/31/2012	Strip
4798 Hampton Towne Center	4026 E. Wards Road Unit 9853 Brook Road Unit Suite 105	Mechanicsville	VA USA	23111 1200	2/1/2008	1/31/2013	Strip
4828 Ward's Crossing	5802 East Virginia Beach Blvd. Unit Suite	Fairfax	VA USA	22031 2000	2/1/2008	1/31/2013	Strip
US Route 1/Technology 4934 Parkway	125	Hampton	VA USA	23666 2000	10/1/2007	9/30/2012	Strip
4965 Janaf Shopping Center	243 Burgess Road Unit Space C-4	Lynchburg	VA USA	24502 1640	2/1/2008	1/31/2013	Strip
5003 Harrisonburg Crossing	47100 Community Plaza Unit #150	Glen Allen	VA USA	23059 1850	7/1/2008	6/30/2013	Strip
5060 Sugarland Crossing	1646 Seminole Trail Unit 14402 Chantilly Crossings Lane Unit	Norfolk	VA USA	23503 1500	2/1/2009	1/31/2014	Strip
5063 Seminole Trail	100 Park Street SE Unit	Harrisonburg	VA USA	22801 1600	8/1/2008	7/31/2013	Strip
5089 Chantilly Crossings	937 W. Broad Street Unit 1468 North Point Village Center Unit	Sterling	VA USA	20164 1450	2/1/2009	1/31/2014	Strip
5100 Vienna Marketplace	9534 Liberia Avenue Unit	Charlottesville	VA USA	22901 1500	3/1/2009	2/28/2014	Strip
5248 Shoppes at RAMZ Hall (The)	4615 Monticello Avenue Unit	Chantilly	VA USA	20151 1600	7/1/2004	6/30/2014	Strip
5317 North Point Village Center	7336 Atlas Walk Way	Vienna	VA USA	22182 1316	2/1/2009	1/31/2014	Strip
5344 Signal Hill	3459 Old Halifax Road Unit J	Richmond	VA USA	23220 1500	9/1/2010	1/31/2011	Strip
5352 Marketplace Shoppes	8365 Leesburg Pike Unit	Reston	VA USA	20194 900	7/16/2004	1/31/2012	Strip
5381 Virginia Gateway	1028 Richmond Avenue Unit	Manassas	VA USA	20110 1200	9/1/2009	8/31/2012	Strip
5410 Tri-Rivers Shopping Center		Williamsburg	VA USA	23185 1200	6/1/2009	5/31/2014	Strip
5465 Pike 7 Plaza		Gainesville	VA USA	20155 1602	7/1/2010	6/30/2013	Strip
5498 Staunton Shops		South Boston	VA USA	24592 1600	2/1/2010	1/31/2013	Strip
		Vienna	VA USA	22182 1500	11/6/2004	1/31/2013	Strip
		Staunton	VA USA	22401 1690	10/1/2009	9/30/2014	Strip

5519 Shops at Chesterfield	12417 Tennessee Plaza Unit		Midlothian	VA USA	23112 1280	2/1/2010	1/31/2012	Strip
5976 Crooked Run Center	135 Crooked Run Plaza	Suite 80	Front Royal	VA USA	22630 1640	10/12/2007	10/31/2012	Strip
5980 Culpeper Marketplace	775 Nalles Mill Road		Culpeper	VA USA	22701 1602	3/6/2008	3/31/2013	Strip
6054 West Chester Commons	15519 WC Commons Way		Richmond	VA USA	23114 1880	4/2/2009	4/30/2014	Strip
6060 Northpark Shopping Center	8131 Brooke Rd., Suite B		Richmond	VA USA	23220 1777	12/31/2007	1/31/2013	Strip
6062 Cosners Comer	9831 Jefferson Davis Hwy.		Fredericksburg	VA USA	22408 1800	10/2/2008	1/31/2014	Strip
		Coliseum Dr. & W. Mercury						
6091 Peninsula Town Center	2376 McMenamin Street	Drive	Hampton	VA USA	23666 1715	3/11/2010	3/31/2017	Strip
6104 Wytheville Commons	192 Commonwealth Drive		Wytheville	VA USA	24382 1506	6/12/2008	6/30/2013	Strip
		BRIAN 11664 Sudley Manor						
6152 Bull Run Plaza	10864 Sudley Manor Dr.	Dr Spc 50 C	Manassas	VA USA	20109 1848	1/15/2009	2/28/2014	Strip
		I-64 and Labumam Rd. at						
6204 White Oak Village	4504 S Labumum Rd Space 545	Jan Rd. Space 170	Richmond	VA USA	23231 1506	10/13/2008	10/31/2018	Strip
6212 Willow Lawn	1602 Willow Lawn Drive Spc #311		Richmond	VA USA	23230 2098	9/8/2008	1/31/2014	Strip
		Rt 28 & Hombaker Rd.						
6229 Center at Innovation	9942 Sowder Village Square		Manassas	VA USA	20109 1600	10/2/2008	1/31/2014	Strip
6237 Kroger Shops	4701 Shore Drive	Space #115	Virginia Beach	VA USA	23455 1400	9/25/2008	9/30/2013	Strip
Great Bridge Shopping								
6275 Center	237 South Battlefield Blvd.	Unit 14F	Chesapeake	VA USA	23322 2000	12/3/2008	1/31/2014	Strip
6302 Harrison Crossing	5711 Plank Raod		Fredericksburg	VA USA	22407 1950	2/1/2009	1/31/2014	Strip
6309 Rutherford Crossing	251 Market Street Space 3B-4		Winchester	VA USA	22603 1500	7/30/2009	7/31/2014	Strip
	1710 East Little Creek Rd. #107		Norfolk	VA USA	23518 1600	9/30/2009	9/30/2014	Strip
6363 Little Creek Square	6224 Little River Turnpike, #G		Alexandria	VA usa	22312 2000	11/25/2008	1/31/2014	Strip
6382 Plaza at Landmark								
6383 Shoppes at Farmville	1814 Peery Dr.	Suite 1814	Farmville	VA USA	23901 1600	11/13/2008	1/31/2014	Strip
	131 Hill Carter Parkway Suite 131		Ashland	VA USA	23005 2000	12/3/2008	1/31/2014	Strip
6386 Ashland Plaza	2643 George Washington Memorial							
6405 Shoppes at Overyork	Highway	Units D & E	Yorktown	VA USA	23693 2400	11/19/2008	11/30/2018	Strip
6467 Cedar Valley S/C	810 E Rochambeau Dr.		Williamsburg	VA USA	23188 1489	7/30/2009	7/31/2014	Strip
6488 Ridge Shopping Center	1531 N. Parham Rd.		Richmond	VA USA	23229 1600	6/30/2009	6/30/2014	Strip
	Rte. 28 & Waxpool Rd Space E3		Sterling	VA USA	20166 2454			Strip
6508 Dulles 28 Centre								
6510 Gables Shopping Center	1206 South Main Street		Blacksburg	VA USA	24060 2202	6/1/2010	5/31/2015	Strip
6554 SWM Ridgeview Plaza	4001 College Ave		Bluefield	VA USA	24605 1977	11/16/2009	1/31/2015	Strip
Claypool Hill S/C aka Tractor	12962 Governor GC Perry Hwy Ste A		Pounding Mill	VA USA	24637 2000	2/12/2010	2/28/2015	Strip
6575 Supply Ctr								
6600 SWM Cherry Hill Plaza	1128 E. Stuart Drive		Galax	VA USA	24333 2000			Strip
6602 Salem on West Main	1419 W. Main Street		Salem	VA USA	24153 2150	6/10/2010	6/30/2015	Strip

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6693 SWM Hancock Village	7329 Hancock Village	Hull Street & Winterpock Rd. Midlothian	VA	USA	23832	1658	12/6/2010	1/31/2016	Strip
6706 SWM Fair Lakes Promenade	12193 Fair Lakes Promenade	Fairfax	VA	USA	22033	1800			Strip
6794 Centerwood Plaza	14125 St. Germaine Drive	Centerville	VA	USA	20121	1950			Strip
6795 South Riding Market Square	25050 Riding Plaza	Chantilly	VA	USA	20152	1499			Strip
6813 Ft. Lee	500 Lee Ave.	Fort Lee	VA	USA	23801	987	10/4/2010	10/3/2012	Strip
6817 Fort Belvoir	6050 Gorgas Rd.	Fort Belvoir	VA	USA	22060	1532	10/4/2010	10/3/2012	Strip
6845 Fort Eustis	705 Read St	Williamsburg	VA	USA	1600	836	10/4/2010	10/3/2012	Strip
6859 Camp Allen		Norfolk	VA	USA		817			Strip
6860 Quantico	3250 Catlin Ave.	Quantico	VA	USA	22134	817			Strip
6868 Langley AFB	45 Nealy Ave	Langley AFB	VA	USA		2000			Strip
6915 Towers Shopping Center	2013 Colonial Avenue SW	Roanoke	VA	USA	24333	1640			Strip
6930 SWM Retail Center	3227 Old Forrest Rd.	Lynchburg	VA	USA	24501	2000			Strip
6955 Ridgeview Centre	129 Ridge Circle SW	Wise	VA	USA	24293	3150			Strip
7005 Jefferson Commons	Interstate 64 & Bland Blvd 6121 Harbourside Centre Loop	Store B-100 Newport News	VA	USA		5000	10/1/2010	9/30/2012	Strip
7007 Harbourside Centre		Midlothian	VA	USA	23112	5363	2/1/2010	1/31/2011	Strip
7038 Greenbriar Marketcenter	1320 Greenbriar Parkway	Suite 308 Chesapeake	VA	USA	23320	3948	6/15/2007	6/30/2012	Strip
7047 Shops at Town Center	11440 Midlotian Turnpike	Suite C Richmond	VA	USA	23235	4097	11/15/2007	1/31/2018	Strip
7058 Cosners Comer	9833 Jefferson Davis Hwy.	Frederickburg	VA	USA	22407	3532	10/24/2008	1/31/2019	Strip
298 University Mall	155 Dorset Street	South Burlington VT	USA	5403	2198	1/26/2009	3/31/2019	Mall	
BURLINGTON TOWN 4031 CENTER	49 CHURCH STREET Unit 1070	BURLINGTON VT	USA	5401	812	4/7/2001	4/30/2011	Mall	
4180 DIAMOND RUN MALL	#240 RT 7 Unit 240	RUTLAND VT	USA	5701	1097	9/1/2010	12/31/2010	Mall	
4915 Rutland Plaza	15 Greens Hill Ln	Rutland VT	USA	5701	1605	5/1/2008	4/30/2013	Strip	
5071 Maple Tree Place	31 Hawthorne Street Unit 282 Berlin Mall Road Unit 900 H	Williston VT	USA	5495	1601	5/1/2009	4/30/2014	Strip	
5485 Berlin Mall		Berlin VT	USA	5602	1750	11/1/2009	10/31/2014	Strip	
345 Northtown Mall	141 NorthTown Mall	#E117 Spokane	WA	USA	99207	1800	5/1/2010	1/31/2011	Mall
445 Canyon Ridge Plaza	26137 104th Ave. SE 16020 S.E. Mill Plain Blvd, Suite 101	Kent Vancouver	WA	USA	98031	2066	6/1/2007	5/31/2012	Strip
496 Mill Plain Town Center		Vancouver WA	USA	98683	1263	8/1/2007	7/31/2012	Strip	
712 West Olympia Place	1001 Cooper Point Road S.W.	Unit 135 Olympia, WA	WA	USA	98502	1620	9/2/2009	9/1/2012	Strip
Alderwood Plaza Shopping Center	18700 33rd Avenue West	Su. B Lynnwood	WA	USA	98036	1540	10/1/2009	9/30/2011	Strip
714 Sunset Square Shopping Center	1225 E. Sunset Drive #100 1802 12th Avenue N.W., Suite B	Bellingham Issaquah	WA	USA	98226	1522	8/1/2006	7/31/2011	Strip
720 Pickering Square Crossroads Shopping Center		Bellevue WA	USA	98008	1050	9/1/2008	8/31/2013	Strip	
728 Center	15600 N.E. 8th	Tacoma WA	USA	98405	1196	11/1/2006	10/31/2011	Strip	
733 Tacoma Central	3208 S. 23rd Street, Suite E-2 31840 Pacific Highway South, Suite B	Federal Way WA	USA	98003	1791	3/21/2010	3/31/2012	Strip	
762 Federal Way Plaza		Tukwila WA	USA	98138	4095	10/1/2004	1/31/2011	Mall	
817 Southcenter	300 Andover Park West #100	Silverdale WA	USA	98383	2485	2/1/2011	1/31/2014	Strip	
840 Target Center	3299 NW Randall Way 305 SE Everett Mall Way, Suite 25	Everett WA	USA	98208	1500	2/1/2011	1/31/2013	Strip	
877 Greentree Plaza		Bonney Lake WA	USA	98390	1347	2/1/2008	1/31/2011	Strip	
965 Cedarview Plaza	20944 Hwy 410 E.	Burien WA	USA	98166	1260	11/1/2007	10/31/2012	Strip	
990 Burien Plaza	126 SW 148th St., Suite 120	Space #19 Silverdale	WA	USA	98383	1347	1/1/2009	1/31/2013	Mall
1013 Kitsap Mall	10315 Silverdale Way NW	Kennewick WA	USA	99336	1582	2/1/2009	1/31/2013	Mall	
1152 Columbia Shopping Center	479 Columbia Center	Space #2105 Tukwila	WA	USA	98188	1450	7/1/2008	1/31/2019	Mall
1190 Southcenter Mall	2616 Southcenter Mall	#580 Lynnwood	WA	USA	98037	831	3/1/2004	1/31/2014	Mall
1191 Alderwood Mall	3000 184th Street SW	Burlington WA	USA	98233	964	1/1/2009	1/31/2012	Mall	
1215 Cascade Mall	201 Cascade Mall Drive	Suite J214 Spokane	WA	USA	99207	1106	2/1/2010	1/31/2013	Mall
1230 Northtown Mall	N. 4750 Division	Puyallup WA	USA	98373	1585	6/1/2008	1/31/2014	Mall	
1295 South Hills Mall	3500 S. Meridian								

Westfield Vancouver Mall - 1319 1319	8700 N. E. Vancouver mall Drive	261	Vancouver	WA	USA	98662	1557 2/1/2010	1/31/2012	Mall
Tacoma Mall Shopping 1415 Center	698 Tacoma Mall	Room 452	Tacoma	WA	USA	98409	1469 9/1/2009	8/31/2016	Mall
1574 Olympic Village S/C	5500 Olympic Dr. N.W., Suite E-108		Gig Harbor	WA	USA	98335	1476 2/1/2011	1/31/2013	Strip
1755 Green Firs Shopping Center	3814 Bridgeport Way	Space Q	University Plaza	WA	USA	98466	1954 1/1/2010	1/31/2012	Strip
1979 Bellevue Square	248 Bellevue Square		Bellevue	WA	USA	98004	3031 2/22/2010	2/28/2017	Mall
2210 Cedar Plaza	22803 44th Avenue W	E -1	Mountlake	WA	USA	98043	1419 2/1/2008	1/31/2011	Strip
2217 Meridian Town Center	13414 Meridian, Suite 101		Puyallup	WA	USA	98373	1176 8/1/2008	7/31/2013	Strip
2218 Mill Plain Plaza	221-G NE 104th Ave., Ste. # 101		Vancouver	WA	USA	98664	1250 1/1/2011	1/31/2011	Strip
2331 Park Pointe Plaza	12809 Beverly Park Road	Suite A - 25	Lynwood	WA	USA	98037	1436 2/1/2008	1/31/2011	Strip
2332 Valley Plaza	1624 E. Washington Avenue		Union Gap	WA	USA	98903	1500 2/1/2008	1/31/2011	Strip
2334 Westgate South	2315 N. Pearl Street	Suite 18	Tacoma	WA	USA	98406	1400 5/1/2008	4/30/2011	Strip
2480 164th Street Crossing	1402 164th Street S.W.	Suite 305	Lynnwood	WA	USA	98037	1140 8/1/2008	7/31/2013	Strip
2642 Wenatchee Center	500 B Valley Mall Parkway		East Wenatchee	WA	USA	98802	1380 2/1/2009	1/31/2014	Strip
2697 Lakewood Pavillion	5700 100 th Street SW	Suite 300	Lakewood	WA	USA	98499	2000 3/1/2009	2/28/2014	Mall
2719 72 nd & Portland	1625 E. 72nd Street	Suite 600	Tacoma	WA	USA	98404	1250 2/1/2010	1/31/2012	Strip
2763 College Marketplace	St. Rt. 3 & St. Rt. 305 Interchange		Poulsbo	WA	USA	98370	1500 3/30/2006	3/31/2016	Strip
2866 Salmon Creek Crossing	910 NE Tenney Road	Suite 121	Vancouver	WA	USA	98685	1263 9/1/2009	8/31/2011	Strip
2949 Holland & Hoemer	E. 410 Holland Road		Spokane	WA	USA	99218	1400 11/18/2004	11/17/2014	Strip
3029 Penn Plaza	SEC Stratford & State Hwy 17		Moses Lake	WA	USA		1500 3/23/2006	1/31/2017	Strip
3038 Bear Creek Village	17128 Redmond Way	Space 7128	Redmond	WA	USA	98052	1100 1/1/2010	12/31/2012	Strip
3224 Burlington Crossing	1894 Marketplace Drive		Burlington	WA	USA	98223	1808 3/31/2005	3/31/2015	Strip
3585 Kent Station	418 Ramsey Way	Suite 104	Kent	WA	USA	98032	1350 11/4/2005	1/31/2011	Strip
3589 Sequim Wal Mart	1400 W. Washington Street	Suite 107	Sequim	WA	USA	98382	1600 12/15/2005	1/31/2016	Strip
3614 Tuscany Place	5210 N. Road 68, Suite J		Kennewick	WA	USA	99301	1485 2/2/2006	2/28/2011	Strip
3994 Twin City Town Center	1650 N.W. Louisiana Ave 3500 SOUTH MERIDIAN SPACE 924 Unit		Chehalis	WA	USA	98532	2000 9/18/2007	9/17/2012	Strip
4159 SOUTH HILL MALL	924		PUYALLUP	WA	USA	98373	1500 6/1/2008	5/31/2013	Mall
4195 SUPERMALL, THE	1101 SUPERMALL WAY Unit 351	SUITE 1053	AUBURN	WA	USA	98001	1169 12/31/2009	1/31/2011	Mall
4222 PACIFIC PLACE	600 PINE STREET Unit C-15	SUITE 228	SEATTLE	WA	USA	98101	1050 8/24/2009	1/31/2016	Mall
4331 BELLIS FAIR	ONE BELLIS FAIR PKWY Unit 318	SPACE 318	BELLINGHAM	WA	USA	98226	839 2/1/2010	1/31/2011	Mall
4376 WESTLAKE CENTER	400 PINE STREET Unit 16		SEATTLE	WA	USA	98101	1221 2/1/2010	1/31/2011	Mall

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4398 SPOKANE VALLEY Commons at Federal Way,	14700 E. INDIANA AVE. Unit 2116		SPOKANE	WA	USA	99216	1631	5/1/2009	1/31/2011	Mall
4441 The	1933 S. Commons Unit E-22		FEDERAL WAY	WA	USA	98003	1500	7/22/2010	7/31/2011	Strip
4444 REDMOND TOWN CENTER	16475 NE 74TH STREET Unit E-225		REDMOND	WA	USA	98052	1456	1/1/2009	1/31/2015	Mall
4482 EVERETT MALL	1402 S.E. EVERETT MALL WAY Unit 163		EVERETT	WA	USA		1620	4/1/2009	3/31/2012	Mall
4500 THREE RIVERS MALL	351 THREE RIVERS DRIVE Unit 1267		KELSO	WA	USA	98626	1136	2/1/2002	1/31/2012	Mall
4531 NORTHGATE CENTER	516 NORTHGATE MALL	Unit 405	SEATTLE	WA	USA	98125	1101	12/1/2007	1/31/2018	Mall
4564 ALDERWOOD MALL	3000 184TH STREET SW Unit Room 286		LYNNWOOD	WA	USA	98037	1318	11/1/2002	10/31/2012	Mall
4589 VANCOUVER MALL	8700 NE VANCOUVER MALL DRIVE									
4596 CAPITAL MALL (WA)	SPACE 150 Unit 150		VANCOUVER	WA	USA		1303	11/3/2000	1/31/2011	Mall
4616 River Park Square	625 BLACK LAKE BLVD Unit 118		OLYMPIA	WA	USA		2160	11/15/2000	1/31/2011	Mall
5255 Saffron Center	808 W. Main Avenue Unit Suite 321		Spokane	WA	USA	99201	1493	11/25/2003	1/31/2014	Strip
5353 Auburn Supermall	22820 NE 8th Street Unit 1118 Supermall Way Unit Suite 104		Sammamish	WA	USA	98074	2450	6/1/2010	5/31/2012	Strip
5354 Renton Safeway Center	203 S. 2nd Street Unit Suite C		Auburn	WA	USA	98001	1550	10/22/2004	1/31/2015	Strip
5357 Roxbury Retail Center	1518 Roxbury Road Unit Suite A		Renton	WA	USA	98055	1553	8/1/2009	7/31/2012	Strip
5358 Covington Center	Northeast Corner of 169th Place SE & SE		Seattle	WA	USA	98106	1200	3/21/2010	3/31/2011	Strip
5399 Triangle Mall	272nd Street Unit		Covington	WA	USA	98048	1400	5/1/2010	4/30/2012	Strip
5416 Lakewood Towne Center	Highway 4 & 15th Ave. Unit 5605 Lakewood Towne Center Blvd, SW		Longview	WA	USA	98632	1400	7/1/2010	1/31/2011	Strip
5531 Target Center, Kennewick	Unit Suite F		Lakewood	WA	USA	98499	1400	9/1/2009	8/31/2014	Strip
5600 Canyon Lakes Center	1102 North Columbia Center Boulevard Unit									
5889 OMAK CENTER	C		Kennewick	WA	USA	98250	1833	2/1/2010	1/31/2012	Strip
6124 Federal Way Marketplace SWM The Landing at	4008 West 27th Ave Unit #105		Kennewick	WA	USA	99337	1500	10/1/2005	9/30/2015	Strip
6125 Hawk's Prairie	903 Engh Road		Omak	WA	USA	98841	1200	5/1/2008	4/30/2013	Strip
6254 Fort Lewis	34512 16th Ave. South, Suite D		Federal Way	WA	USA	98003	1294	12/3/2009	1/31/2015	Strip
6298 SWM Spanaway Center	1380 NE Galaxy Drive Suite A		Lacey	WA	USA	98516	1250	1/8/2009	1/31/2014	Strip
6299 Meadowbrook Plaza	Bldg. 2202	Light Avenue	Fort Lewis	WA	USA	98433	1500	5/1/2008	10/3/2012	Strip
6390 Southcenter Mall	20204 Mantain Hwy. E		Spanaway	WA	USA	98387	1204	1/19/2009	2/19/2014	Strip
6586 Banner Center	1705 SE Meadowbrook Blvd	Suite A	College Place	WA	USA	99324	1773	10/21/2009	11/30/2014	Strip
6721 SWM Shadle S/C		BRIAN 1091 Southcenter								
6767 Vinter Square	2616 Southcenter Mall Spc 400	Mall Rd.	Tukwila	WA	USA	98188	828	2/1/2010	1/31/2011	Strip
6831 McChord AFB	509 N. Sullivan	Suite F	Spokane Valley	WA	USA	99037	1437	2/25/2010	2/28/2015	Strip
6917 Westwood Village	2223 W. Wellesley		Spokane	WA	USA	99205	2368	12/9/2010	12/8/2015	Strip
6919 Crosspointe Plaza		NWC of Queensgate Blvd. &								
6960 The Broadway Building	2727 Queensgate Dr.	Duportail Street	Richland	WA	USA	99352	1825	10/20/2010	1/31/2016	Strip
54 Southridge Mall	31595 SR 20 Suite A-7		Oak Harbor	WA	USA	98277	2409	10/1/2010	11/3/2015	Strip
	552 Barnes Blvd.		McChord	WA	USA	98438	1545	10/4/2010	10/3/2012	Strip
	2500 SW Barton Street		Seattle	WA	USA	98136	2100			Strip
	1221 South Hayford Road		Spokane	WA	USA	99224	1620			Strip
	1620 Broadway Ave.		Seattle	WA	USA	98102	1780			Strip
	5300 South 76th Street	# 1680	Greendale	WI	USA	53129	1586	2/1/2011	1/31/2013	Mall

139	Brookfield Square	95 North Moorland Road	Suite A-92	Brookfield	WI	USA	53005	1070	2/19/2002	6/30/2012	Mall
563	Northwest Fashion Square	8655 W. Brown Deer Rd.	Space #09	Milwaukee	WI	USA	53223	2000	7/1/2010	6/30/2011	Strip
565	Brookfield Fashion Center	1700 C West Blue Mound Rd		Brookfield	WI	USA	53005	1600	3/1/2009	2/29/2012	Strip
567	Greenfield Place	7420 W. Holmes Ave.		Greenfield	WI	USA	53220	2400	4/1/2010	3/31/2012	Strip
569	West Allis Town Center	6838 West Greenfield Ave., A-106		West Allis	WI	USA	53214	1852	2/1/2010	1/31/2012	Strip
669	Regency Point Shopping Center	2310 D So. Green Bay Rd.		Racine	WI	USA	53406	1540	10/1/2010	9/30/2012	Strip
731	Grandview Center	1001 MUTUAL WAY		Grand Chute	WI	USA	54913	2975	6/2/2010	6/30/2015	Strip
740	Prairie Towne Center	8118 Mineral Point Road		Madison	WI	USA	53719	2200	11/1/2007	9/30/2012	Strip
1020	Oakwood Mall	4800 Golf Road		Eau Claire	WI	USA	54701	1138	2/1/2010	1/31/2013	Mall
1040	Bay Park Square	303 Bay Park Square	Space #613	Green Bay	WI	USA	54304	1690	2/1/2011	1/31/2013	Mall
1076	West Towne Mall	Grammon & Mineral Pt Rd		Madison	WI	USA	53719	1563	2/1/2009	1/31/2011	Mall
1077	Fox River Mall	Hwy 76 & Wisconsin Ave		Appleton	WI	USA	54911	833	2/1/2009	1/31/2012	Mall
1171	Regency Mall	5528 Durand Ave.		Racine	WI	USA	53406	1835	5/15/2007	5/31/2014	Mall
1373	Wausau Center	D-428 Wausau Center		Wausau	WI	USA	54403	1176	2/1/2010	1/31/2012	Mall
1507	Janesville Mall	2500 Milton Ave.		Janesville	WI	USA	53545	1800	2/1/2005	1/31/2015	Mall
1839	Valley View Mall	3800 State Road 16		Lacross	WI	USA	54601-1898	750	1/15/2001	1/31/2011	Mall
1949	Mayfair Mall	2500 North Mayfair Road		Wauwatosa	WI	USA	53226	1193	6/1/2002	2/29/2012	Mall
2401	Midtown Center	4115 N. 56th	Space # 11	Milwaukee	WI	USA	53216	2112	7/9/2004	7/31/2014	Mall
3165	DePere Crossing	1601 Lawrence Drive	Suite 114 (or Suite P)	DePere	WI	USA	54115	2400	6/23/2005	1/31/2011	Strip
3166	Milwaukee Road	2787 Milwaukee Road	Suite I	Beloit	WI	USA	53511	1704	3/17/2005	1/31/2011	Strip
3174	Deer Trace Commons	4133 State Hwy 28		Sheboygan Falls	WI	USA	53085	2530	4/1/2005	1/31/2011	Strip
3226	Harbor Town Center	4140 Harbor Town Lane	Suite 700	Manitowoc	WI	USA	54220	2537	5/1/2010	4/30/2012	Strip
3249	Beaver Dam	106 Frances Lane	Suite I	Beaver Dam	WI	USA	53916-1165	2569	7/1/2010	6/30/2013	Strip
3254	Triton Center	930 Kuhn Avenue		Wisconsin Rapids	WI	USA	54495	2500	7/1/2010	6/30/2011	Strip
3264	Witzel Retail Center	2087 Witzel Avenue		Oshkosh	WI	USA	54904	2569	5/1/2010	4/30/2012	Strip
3349	Prangeway S/C	2640 West College Avenue		Appleton	WI	USA	54914	4500	7/1/2010	6/30/2011	Strip
3357	Paradise Pavilion	1420 South Main Street		West Bend	WI	USA		2483	2/1/2009	1/31/2011	Strip
3368	Delevan Crossing	1807 E. Geneva Street, Unit G		Delavan	WI	USA	53115	1680	6/9/2005	1/31/2011	Strip
3370	Bames & Noble Plaza	4967 S. 76th St.		Greenfield	WI	USA	53220	1510	5/18/2005	1/31/2011	Strip
3685	Shops @ Crossroad Commons	142 Crossroads Drive		Plover/Stevens Point	WI	USA	54467	1800	2/15/2007	3/31/2017	Strip
4457	EAST TOWNE MALL	54 EAST TOWNE MALL Unit C 338		MADISON	WI	USA	53704	1793	2/1/2009	1/31/2012	Mall
4495	Southridge Mall	S 76th St Unit Space 460		Greendale	WI	USA	43129	1342	11/8/2002	10/31/2012	Mall
4510	MEMORIAL MALL	3347 KOHLER MEMORIAL DR. Unit B-03B		SHEBOYGAN	WI	USA	53081	1500	9/15/2001	1/31/2012	Mall
4552	Forest Mall	Unit H-13		Fond Du Lac	WI	USA		718	11/1/2002	3/31/2013	Mall

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4626	The Shops of Grand Avenue	275 Wisconsin Ave Unit 10400 W. Silver Spring Drive Unit Suite C /		Milwaukee	WI	USA	53202	1516	5/1/2010	1/31/2011	Mall
4895	Timmerman Plaza	Suite 300 3254-3270 South 27th Street Unit		Milwaukee	WI	USA	53225	1356	8/28/2008	8/27/2013	Strip
4899	Ohio Plaza	8799 N. Port Washington Rd. Unit		Milwaukee	WI	USA	53215	2400	4/1/2008	3/31/2013	Strip
4925	River Point Village Hillside Terrace Shoppng Center	2740 Hillside Drive Unit		Delafield	WI	USA	60015	1730	2/1/2009	1/31/2014	Strip
5127	Crossroads Shopping Center	N95 W18473 County Line Road Unit		Menomonee Falls	WI	USA	53051	2900	10/1/2008	9/30/2013	Strip
5178	Riverworks Commons	3907 N. Richards Street Unit		Milwaukee	WI	USA	53212	1447	2/1/2010	1/31/2011	Strip
5221	640 State Street	640 State Street Unit		Madison	WI	USA	53703	1766	9/1/2003	8/31/2013	Strip
5422	2416 West Mason Street	2416 Mason Street Unit 105		Green Bay	WI	USA	54303	2030	7/1/2009	6/30/2014	Strip
5520	Horizon Plaza	3825 E. Calumet Unit Suite 500		Appleton	WI	USA	54915	2395	10/1/2009	9/30/2012	Strip
5823	Gateway Market	1905 Market Way Suite K 2701 Southwest Ave Suite D		Watertown	WI	USA	53098	1750	10/8/2007	10/31/2012	Strip
5964	Klein Retail Center	8171 S. Howell Ave Suite	Howell Ave. & Forest Hill	Rice Lake	WI	USA	54868	1760	11/29/2007	1/31/2013	Strip
6246	Buffalo Wild Wings Center	300	Sunset Drive and Oakdale	Oak creek	WI	USA	53154	1698	2/27/2009	2/28/2014	Strip
6355	The Shoppes at Fox River	1210 W. Sunset Drive, Suite 110	Rd.	Waukesha	WI	USA	53189	2510	10/29/2009	10/31/2014	Strip
6375	Village Shops at Lake Hallie	3038 Commercial Blvd		Lake Hallie	WI	USA	54729	2064	11/6/2008	1/31/2014	Strip
6376	Rib Mountain Drive SWM Baraboo	4117 Rib Mountain Drive		Wausau	WI	USA	54401	1969	3/19/2009	3/31/2014	Strip
6408	Walmart	912 US Hwy 12		Baraboo	WI	USA	53913	2526	2/12/2009	2/28/2014	Strip
6456	Miller Parkway Marketplace	1633 Miller Park Way		West Milwaukee	WI	USA	53214	1565	4/30/2009	4/30/2014	Strip
6614	SWM West Bend	1321 W. Paradise Dr.		West Bend	WI	USA	53095	2500	4/30/2010	4/30/2015	Strip
6628	Bayshore Town Center	5660 N. Port Washington Rd Ste H-145	N. Port Washington Rd & W. Northshore Drive	Glendale	WI	USA	53217	1800	9/10/2010	9/30/2020	Strip
6631	Starbucks Center	187 N. Pioneer Rd., Ste 104		Fond Du Lac	WI	USA	54935	1930	5/13/2010	5/31/2015	Strip
6704	Grafton Target	1258 N. Port Washington Rd		Grafton	WI	USA	53024	1596	10/17/2010	10/31/2015	Strip
6743	SWM Red Cedar Plaza	2421 Highway 25 N.		Menomonie	WI	USA	54751	1277	10/7/2010	1/31/2016	Strip
6913	Northridge Plaza	2830 New Pinery Rd. 1819-1919 N. Central Avenue		Portage	WI	USA	53901	2300			Strip
6924	Marshfield Centre			Marshfield	WI	USA	54449	2000			Strip
6931	SWM Rhinelander	1903 Lincoln Street		Rhinelander	WI	USA	54501	2500			Strip
6941	SWM Somers Market Center	NW corner of Hwy. 31 and Hwy. S		Somers	WI	USA		1900			Strip
6959	SWM Tomah	224 W. McCoy Blvd.		Tomah	WI	USA	54660	2000			Strip
198	Huntington Mall	I-64 & Mall Road	POB 4032	Barboursville	WV	USA	25504	1386	6/1/2008	5/31/2013	Mall
202	Charleston Town Ctr	1113 Charleston Town Center		Charleston	WV	USA	25389	1297	9/1/2001	1/31/2012	Mall
303	Meadowbrook Mall	2399 Meadowbrook Road		Bridgeport	WV	USA	26330	1700	6/1/2008	5/31/2013	Mall
1007	Martinsburg Mall	800 Foxcroft Ave.		Martinsburg	WV	USA	25401	2271	1/1/2006	1/31/2011	Mall
1330	Charleston Town Center	Charleston Town Center	Unit 2041	Charleston	WV	USA	25389	1194	2/1/2010	1/31/2012	Mall
1383	Mercer Mall	Rt 25 & US 460		Bluefield	WV	USA	24701	1238	2/1/2008	1/31/2013	Mall
1545	Crossroads Mall	US Route 19		Beckley	WV	USA	25818	1575	2/1/2008	1/31/2011	Mall
2293	Shoppes @ Merritt Creek	3010 Champion Drive		Barboursville	WV	USA	25504	1433	11/15/2008	11/14/2011	Strip
2505	University Town Center	4201 University Town Center		Granville	WV	USA	26534	2000	6/1/2010	5/31/2013	Strip
2670	Shoppes at Trace Forks	44 RHL Blvd.		South Charleston	WV	USA	25309	2000	3/1/2009	2/28/2014	Strip

2735	Newpointe Plaza / Phase Two	486 Emily Drive		Clarksburg	WV USA	26301	2000	10/15/2008	3/31/2014	Strip
3487	Shops @ Keyser	Route 4, Box 81C		Keyser	WV USA	26726	1237	8/11/2005	1/31/2011	Strip
3542	Fountain Place S/C	131 Prosperity Lane	Suite # 1-2	Logan	WV USA	25601	1800	11/3/2005	1/31/2011	Strip
3724	Fayette T/C	Route 19 & Fayette T/C Road		Fayette	WV USA	25840	1400	9/15/2006	1/31/2012	Strip
3893	Shoppers World	US Rt. 119 & I-68		Morgantown	WV USA	26508	1400	8/21/2008	8/31/2013	Strip
3957	Potomac Marketplace	33-2 West Virginia Way		Ranson	WV USA	25438	1200	6/30/2007	7/31/2012	Strip
3976	Shops at MacArthur MEADOWBROOK MALL	117 Dayton St 2430 MEADOWBROOK MALL Unit 430		MacArthur	WV USA	25873	1750	11/16/2007	1/31/2013	Strip
4354	GRAND CENTRAL MALL	250 GRAND CENTRAL MALL Unit 250		BRIDGEPORT	WV USA	26330	2061.41	6/1/2008	5/31/2013	Mall
4384	MORGANTOWN MALL	9707 MALL ROAD Unit 707		PARKERSBURG	WV USA	26101	1452	2/1/2007	1/31/2014	Mall
4425	HUNTINGTON MALL	PO BOX 4059 Unit 605	UNIT 605	BARBOURSVILLE	WV USA	25504	1251.18	1/1/2008	5/31/2013	Mall
5302	Cranberry Creek Center	1230 N. Eisenhower Drive Unit 8		Beckley	WV USA	25801	2000	6/15/2010	6/30/2013	Strip
5303	Mary Walter Plaza	2838 Pike Street Unit 4		Parkersburg	WV USA	26101	1882	3/21/2009	3/20/2012	Strip
5304	Pullman Square	Pullman Square Street & 9th Street Unit 508		Huntington	WV USA	25701	1609	4/1/2010	3/31/2013	Strip
5616	Gateway Commons Spring Mills Towne Center	213 Gateway Blvd Unit 5724 Hammonds Mill Rd		Lewisburg	WV USA	24901	1800	11/5/2005	1/31/2011	Strip
5847	Hurricane Marketplace	270 Progress Way		Falling Waters	WV USA	25404	1664	4/3/2008	4/30/2013	Strip
5983	The Highlands	Cabela Drive		Hurricane	WV USA	25526	1400	4/1/2008	3/31/2013	Strip
6231	SWM at Kingwood	248 Walmart Drive Space 3	SR 7 at Dinkenberger	Wheeling	WV USA	26059	1800			Strip
6304	East River Plaza	201 Greasy Ridge Rd.		Kingwood	WV USA	26537	1400	2/11/2009	2/28/2014	Strip
6347	SWM Nitro M/P	132 Nitro Marketplace		Princeton	WV USA	24740	2000	12/4/2008	12/31/2013	Strip
6478	SWM Valley Pointe S/C	767 Beverly Pike Unit #7		Cross Lanes	WV USA	25313	3640	5/21/2009	5/31/2014	Strip
6541	The Commons	80 Retail Commons Parkway	Suite #6	Elkins	WV USA	26241	2200	9/22/2010	9/30/2015	Strip
6576	Rock Springs Retail Center	101 Gateway Boulevard		Martinsburg	WV USA	25403	2000	12/4/2009	1/31/2015	Strip
2946	Eastridge Mall	601 SE Wyoming Blvd	Parcel J	Rock Springs	WY USA	82901	1825	2/1/2010	1/31/2012	Strip
3157	Sheridan Shopping Center	2254 Coffeen Ave. 1400 DELL RANGE BLVD.		Casper	WY USA	82609	1450	11/9/2006	1/31/2017	Strip
3936	FRONTIER MALL	Unit 66		Sheridan	WY USA	82801	2234	9/6/2007	9/5/2012	Strip
4294	Mountain Plaza	4007 CY Avenue		CHEYENNE	WY USA	82009	1723	11/1/2010	1/31/2011	Mall
5822	Laramie Retail Center	1730 E. Grand Ave	South Endcap on Grand Ave.	Casper	WY USA	82604	1817	10/4/2007	1/31/2013	Strip
5907	North Federal Shopping Center	1010 N. Federal Blvd.	Suite A	Laramie	WY USA	82070	1800	11/20/2008	1/31/2014	Strip
6019	Birmingham Bull Ring	Unit L7	Birmingham	Riverton	WY USA	82501	1501	12/13/2007	1/31/2013	Strip
8101	Warren Street, Stockport	Unit 2	Birmingham	Birmingham	UK	B5 4 BS				
8102	Lokwerk Winterthur		Cheshire	Cheshire	UK	SK1 1 UD				
CHE0969	Shopping Arena		Zuercherstrasse 51	Winterthur	ZH Switzerland CH	-8070	100	5/28/2009	5/31/2014	Mall Retail
CHE0972	EKZ Glatt		Züricherstrasse 464	St.Gallen	Switzerland CH	-9015	108	9/1/2010	2/28/2013	Mall
CHE0951			Neue Winterthurerstr. 99	Wallisellen	Switzerland CH	-8301	124	1/1/2009	12/31/2013	Retail Mall

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CHE0953	Letzipark	Baslerstr. 50	Zürich	Switzerland CH -8048	88	10/1/2010	9/30/2015	Retail Mall		
CHE0954	Oerlikon	Hofwiesenstr. 350	Zürich	Switzerland CH -8050	98	10/1/2001	9/30/2011	Retail Mall		
CHE0955	EKZ Volki-Land	Industriestr. 1	Volketswil	Switzerland CH -8604	126	10/1/2001	9/30/2011	Retail Mall		
CHE0956	SBB- Bahnhof	Bahnhofstr. 29	Schaffhausen	Switzerland CH -8200	120	9/27/2002	1/31/2011	Retail Mall		
CHE0959	Thun	Aarefeldstr. 19	Thun	Switzerland CH -3600	123	3/1/2009	2/28/2011	Retail Mall		
CHE0960	SihlCity	Salzburger Str. 223	Zürich	Switzerland CH -8045	94	3/22/2007	1/31/2018	Retail Mall		
CHE0961	Shoppi Tivoli	Hochhaus 7+9	Spreitenbach	Switzerland CH -8957	77	10/1/2007	9/30/2017	Retail Mall		
CHE0962	Biel Centre Boujean	Zürichstr.24	Biel	Switzerland CH -2520	103	8/1/2008	12/31/2011	Retail Mall Street - High		
CHE0963	Basel, Gerbergasse	Gerbergasse 71	Basel	Switzerland CH -4071	209	9/1/2008	8/31/2018	Commercial		
CHE0964	Metalli	Baarerstr.16	Zug	Switzerland	6304	100.45	9/1/2008	9/30/2016	Retail Mall	
CHE0965	Westside	Gilberte De Courgenay Platz 4	Bern	Switzerland	3027	119.28	10/8/2008	12/31/2013	Retail Mall	
CHE0966	A1 Oftringen	Spitalweidstr.1	Oftringen	Switzerland	4665	142	9/1/2008	12/31/2011	Retail Mall Street - High	
CHE0968	Marktgassee Shoppyländ	Marktgassee 15	Bern	Switzerland CH -3011	360	4/1/2009	3/31/2024	Commercial		
CHE0971	Schönbühl	Industriestrasse 20	Schönbühl	Switzerland CH -3321	118.1	1/14/2010	12/31/2015	Retail Mall		
CHE0970	Basel Stücki-Areal	Hochbergerstrasse 68-70	Basel	Switzerland CH -4057	94.92	9/1/2009	9/30/2014	Retail Mall		
SWE0601	Femmanhuset	Femmanhuset	Göteborg	Sweden	06	447	10/1/2010	12/31/2013	Retail Mall Street	
SWE0610	Uppsala	Bredgränd 4	Uppsala	Sweden	20	115	10/1/2010	9/30/2013	Front	
SWE0611	Kungsbacka (Kungsmässan)	Kungsmässan	Kungsbacka	Sweden	38	80	10/31/2010	10/30/2013	Retail Mall	
SWE0613	Luleå	Shopping, Storgatan 51	Luleå	Sweden	31	100	12/1/2010	11/30/2013	Retail Mall	
SWE0614	Sundsvall	Glädjen 4	Storgatan	Sundsvall	Sweden	85	10/1/2007	9/30/2012	Retail Mall	
SWE0615	Uddevalla	Torp 1	Uddevalla	Sweden	76	99	10/1/2009	9/30/2012	Retail Mall	
SWE0616	Lund	Nova Lund, företagsv. 10	Lund	Sweden	61	137	4/1/2010	3/31/2013	Retail Mall	
SWE0619	Skärholmen	Storholmsg. 6	Skärholmen	Sweden	48	122	11/1/2002	9/30/2011	Retail Mall	
SWE0620	Jakobsbergs Centrum	Tomérlplatsen 30	Järfälla	Sweden	30	78	11/1/2010	10/31/2013	Retail Mall	
SWE0621	Mobilia	Per Albin Hanssons v 40	Malmö	Sweden	32	57	12/1/2008	12/1/2015	Retail Mall	
SWE0622	Väla	Marknadsvägen 9	Ödåkra	Sweden	36	199	12/1/2002	12/31/2010	Retail Mall	
SWE0624	Bergvik, Karlstad	Frykmansvagen 1	Karlstad	Sweden	46	118	4/1/2003	3/31/2011	Retail Mall	
SWE0625	Kupolen, Borlänge	Kupolen, Butik 25	Borlänge	Sweden	70	92	7/1/2008	6/30/2011	Retail Mall	
SWE0626	Fältöversten	Karlaplan 13	Stockholm	Sweden	20	91	10/1/2008	9/30/2013	Retail Mall	
SWE0627	Kompassen, Gbg	Kungsgatan 58-60	Göteborg	Sweden	08	92	1/1/2009	12/31/2011	Retail Mall	
SWE0628	Kringlan	Storgatan 4	Södertälje	Sweden	71	128	11/1/2003	9/30/2011	Retail Mall	
SWE0629	Triangeln	Triangeln, S. Förstadsg 41	Malmö	Sweden	43	84	11/1/2008	10/31/2011	Retail Mall	
SWE0631	Gallerian	Gallerian, Hamngatan 37	Stockholm	Sweden	53	154	10/1/2010	9/30/2013	Retail Mall	
SWE0632	Täby	Stortorget 150	Täby	Sweden	34	163	11/22/2003	4/30/2012	Retail Mall	
SWE0633	Överbý	Etage, Ladugårdsv 13	Trollhättan	Sweden	461	70	125	3/1/2009	2/29/2012	Retail Mall
SWE0634	Knallerian, Borås	Knallerian, Skaraborgsvägen	Borås	Sweden	506	30	105	4/16/2004	6/30/2010	Retail Mall Street
SWE0635	Linköping 2	Tanneforsgatan 2	Linköping	Sweden	582	28	163	10/1/2009	9/30/2012	Front
SWE0636	Nordby	Nordby Shopping Centre	Strömstad	Sweden	452	92	120	6/1/2004	5/31/2011	Retail Mall
		A6 Köpcentrum Södra								

SWE0637 A6, Jönköping		lastintaget	Jönköping	Sweden	553 05 121	104	6/25/2009	6/24/2012	Retail Mall
SWE0638 Globen		Arenavägen 55-63 Affärshuset Holmen Östra	Johanneshov	Sweden	77	50	7/1/2009	6/30/2012	Retail Mall
SWE0641 Falun		Hamngatan 8	Falun	Sweden	791 71 164	106	8/15/2004	9/30/2011	Retail Mall
SWE0642 Kista		Kista Gallerian	Kista	Sweden	91 611	105	11/1/2004	12/31/2012	Retail Mall
SWE0643 Nyköping		Västra Storgatan 12 Nian - Drottninggatan	Nyköping	Sweden	31 803	98	11/1/2004	12/31/2010	Retail Mall
SWE0645 Gävle		9	Gävle	Sweden	20 444	55	11/15/2004	12/31/2012	Retail Mall
SWE0647 Stenungsund	Stenungsund torg		Stenungsund	Sweden	30 632	96	1/1/2010	12/31/2014	Retail Mall
		Tuna Park Nr 49 Gunborg							
SWE0648 Tuna Park		Nymansväg 2	Eskilstuna	Sweden	22 291	121	3/1/2010	2/28/2013	Retail Mall Street
SWE0650 Kristianstad		Östra Storgatan 38	Kristianstad	Sweden	31 941	137	10/1/2010	9/30/2013	Front Street
SWE0651 Piteå		Storgatan 56	Piteå	Sweden	32 595	92	6/1/2010	5/31/2013	Front
SWE0652 Mjölby	Affärshuset Kvamen	Jerikodalgatan 1-3	Mjölby	Sweden	30 891	63	10/1/2008	9/30/2011	Retail Mall
SWE0653 Ömsköldsvik	Oskars Gallerian	Lassaretsgatan 20	Ömsköldsvik	Sweden	33 670	67	10/1/2010	9/30/2013	Retail Mall
SWE0654 Center	Töcksfors Shopping	Älverudsv. 1	Töcksfors	Sweden	10 433	100	10/2/2009	10/1/2012	Retail Mall
SWE0655 Partille Allum	Allum 255	Nils Henrikssons v 3	Partille	Sweden	35 260	115	3/15/2006	3/31/2011	Retail Mall
SWE0656 Hyllinge Familia	Dragaregatan 7	Butik 303	Hyllinge	Sweden	61	100	9/1/2006	11/30/2011	Retail Mall
SWE0657 Charlottenberg			Charlottenberg	Sweden		120	3/1/2007	1/31/2012	Retail Mall
SWE0658 Tyresö			Stockholm	Sweden		63	6/1/2010	5/31/2013	Retail Mall
SWE0659 Giraffen			Kalmar	Sweden		80	12/1/2007	11/30/2012	Retail Mall
SWE0660 Hässleholm	fastigheten Ryttdaren 13	Första Avenyn 5	Hässleholm	Sweden	281 31	58	10/15/2010	10/14/2013	Retail Mall
SWE0661 Trelleborg			Trelleborg	Sweden		100	1/1/2011	12/31/2013	Retail Mall
SWE0662 Alingsås	Kungsgatan 25-29		Alingsås	Sweden	441 30 111	65	1/15/2008	9/30/2013	Retail Mall
SWE0663 Sickla	Simbagatan		Nacka	Sweden	34 811	52	4/1/2008	3/31/2011	Retail Mall
SWE0664 Sandviken	Köpmansgatan 9		Sandviken	Sweden	39 907	51	5/26/2008	9/30/2013	Retail Mall
SWE0665 Strömpilen	Strömpilsplatsen 9		Umeå	Sweden	43 372	55	9/1/2008	8/31/2012	Retail Mall
SWE0666 Ronneby	Östra Torggatan 8		Ronneby	Sweden	30	64	9/1/2008	9/30/2013	Retail Mall Street - High
SWE0667 Lund City	Lilla Fiskaregatan 10		Lund	Sweden	222 22 541	90	9/1/2008	12/31/2011	Commercial
SWE0668 Skövde	Kungspassagen	Köpmannagatan 3	Skövde	Sweden	45 134	63	10/1/2008	9/30/2012	Retail Mall
SWE0669 Värmdö	Fenix Väg 4-14		Gustavsberg	Sweden	44 191	62	10/1/2008	10/31/2011	Retail Mall
SWE0670 Stinsen	Glimmervägen 10		Sollentuna	Sweden	31	63	10/1/2008	9/30/2011	Retail Mall
SWE0671 Norrköping	Repslagargatan 12		Norrköping	Sweden	60232 212	88	10/15/2008	10/31/2013	Retail Mall
SWE0672 Malmö Entre	Fredsgatan 12		Malmö	Sweden	12 592	105	3/1/2009	2/28/2019	Retail Mall
SWE0673 Motala	Kungsgatan 61		Motala	Sweden	30 602	54	10/1/2008	9/30/2011	Retail Mall
SWE0674 Maxi Huset	Jamgatan 6		Norrköping	Sweden	23	85	10/1/2008	9/30/2011	Retail Mall

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SWE0675 Lijeholmen	Lijeholmstorget 5		Stockholm	Sweden	117 63	70	9/1/2009	8/31/2014	Retail Mall
SWE0676 Marieberg	Säljarevägen 1		Örebro	Sweden	702 36	141	3/1/2010	1/31/2014	Retail Mall
SWE0677 Väsby	Dragonvägen 86		Upplands Väsby	Sweden	194 33	155	7/12/2010	7/11/2015	Retail Mall
SWE0678 Nacka	Forumvägen 12		Nacka	Sweden	131 53	99	7/19/2010	7/18/2013	Retail Mall
SWE0679 Haninge	Runstensvägen 1		Haninge	Sweden	136 46	117	9/1/2010	8/30/2015	Retail Mall
SWE0680 Bålstad	Centrumstråket 1		Bålstad	Sweden	746 32	108	9/1/2010	8/31/2011	Retail Mall
SWE0681 Halmstad Eurostop	Laholmsmotet		Halmstad	Sweden		60	10/1/2010	9/30/2013	Retail Mall
GameStop Iberia Offices	Pol. Industrial Valencia 2000	Ctra. Nacional III, km 334	Quart de Poblet	Valencia Spain	46930	15000	8/4/2004	8/3/2019	Offices
GameStop Iberia Distribution	Pol. Industrial Valencia 2000	Ctra. Nacional III, km 334	Quart de Poblet	Valencia Spain	46930	22000	3/1/2004	2/28/2014	Distribution Street
ESP3009 AL2 - Almeria 2		Av. Pablo Iglesias n° 2 C/ Antonio Martinez de	Almeria	Spain	4003	146	7/1/2000	6/30/2025	Front
ESP3010 ALD - Almendralejo		Pinillos, 7-B Sevilla (Plza. Neda) 15	Almendralejo	Spain	6200	105	5/16/2004	5/15/2014	Street Front
ESP3011 ALG - Algeciras		15	Algeciras	Spain	11201	86.68	4/15/2007	4/14/2012	Street Front
ESP3012 ALY - ALCOY ASJ - Alcazar de San ESP3015 Juan		AV. LA ALAMEDA,4 C/ Emilio Castelar 51 Jose Maria Alcaraz y Alenda	ALCOY Alcazar de San Juan	Spain	3803	174.92	10/1/2006	9/30/2016	Street Front
ESP3021 BA2 - Badajoz 2		31	Badajoz	Spain	6011	187	2/12/1999	3/1/2011	Street Front
ESP3024 C2 - La Coruna 2		Plza. de Lugo 13	La Coruña	Spain	15004	160.53	3/2/2009	8/31/2014	Street Front
ESP3025 CA - Cadiz		Av Andalucía, 92	Cádiz	Spain	11008	54.44	11/1/1995	11/1/2011	Street Front
ESP3026 CA3 - Cadiz 3		C/Ancha, 11 bj izq Gabino Muriel	Cádiz	Spain	11001	100	9/5/2003	9/5/2015	Street Front
ESP3027 CC - Caceres		Espadero 3	Cáceres	Spain	10001	129.6	10/15/1999	10/14/2014	Street Front
ESP3028 CH - Chiclana		Alameda del Rio 2 Avda de los	Cadiz	Spain	11011	120	4/15/1998	4/15/2015	Street Front
ESP3029 CH2 - Chiclana 2	Centro Empresarial Las Redes	Descubrimientos,124	Cádiz	Spain	11011	170	9/15/2003	9/1/2018	Street Front
ESP3033 CR2 - Ciudad Real 2		Calatrava 38	Ciudad Real	Spain	13003	67.82	2/1/2008	2/1/2013	Street Front
ESP3035 CTG - Cartagena		Pso Alfonso XIII, 17 AV República Argentina, 8	Cartagena	Spain	30201	70	4/1/2006	3/31/2016	Street Front
ESP3036 Cu - Cuenca		Avda. Constitución, 25	Don Benito Dos	Spain	16002	78.22	6/1/2003	5/31/2011	Street Front
ESP3037 DB - Don Benito		25	Don Benito Dos	Spain	6400	75	4/1/2002	3/31/2012	Street Front
ESP3038 DOS - Dos Hermanas		Canónigo 82	Hermanas	Spain	41700	105	6/1/1999	5/31/2011	Street Front
ESP3041 ELX - Elche		Ci Cristóbal Sanz, 73	Elche	Spain	3201	196	10/16/2005	10/15/2011	Street Front
ESP3043 GET - Getafe		Ci Madrid, 50 Ci Virgen de la Soledad, 26	Getafe	Spain	28901	134.61	7/10/2000	7/9/2015	Street Front
ESP3046 GU - Guadalajara		Alcalde Federico Molina, 48	Guadalajara	Spain	19003	106.37	11/10/2000	11/9/2011	Street Front
ESP3049 HU2 - Huelva 2		48	Huelva	Spain	21006	120	4/1/1996	3/31/2016	Street Front
ESP3050 J- Jaen		Millán de Priego, 19	Jaen	Spain	23003	70	1/1/2009	12/31/2011	Street Front
ESP3052 J3 - Jaen 3		Av de Andalucía, 65	Jaen	Spain	23003	75	4/2/2004	4/2/2014	Street Front
ESP3056 LEG - Leganes		Madrid 16	Leganés	Spain	28912	65.22	9/1/1998	9/1/2011	Street Front
ESP3057 LEP - Lepe		C/Real, 24 Plza de las Misiones, 7	Lepe	Spain	21440	75	3/1/2004	3/1/2014	Street Front
ESP3059 LLE - Lerida		7	Lérida	Spain	25003	263	8/1/1997	7/31/2017	Street Front
ESP3061 LU - Lugo		AV de la Coruña, 53	Lugo	Spain	27003	150	6/1/2005	2/28/2015	Street Front
ESP3062 LUC - Lucena		C/Jaime, 16	Lucena	Spain	14900	105	4/1/2004	4/1/2014	Street Front

ESP3063 M - Madrid		Ci General Yague, 52	Madrid	Spain	28020	95	8/16/2005	8/15/2015	Street Front
ESP3067 ME - Merida		Rambla de Santa Eulalia, 9	Mérida	Spain	6800	71.72	12/1/2009	11/30/2019	Street Front
ESP3068 MO - Motril		Nueva 37	Motril	Spain	18006	71	6/1/1998	5/31/2015	Street Front
ESP3072 OR - Orense		Ci Progreso, 47	Orense	Spain	32003	150	12/1/2008	11/30/2012	Street Front
ESP3074 PA - Palencia		Ci Mayor, 57	Palencia	Spain	34001	174	6/1/2006	5/31/2013	Street Front
ESP3076 PLA - Plasencia		Avda. Alfonso VIII	Plasencia	Spain	10600	81.29	2/15/2009	3/31/2014	Street Front
ESP3077 PL2 - Puertollano 2		C/ Vélez, 3	Puertollano	Spain	13500	180	9/15/2002	9/14/2012	Street Front
ESP3078 PM - Palma Mallorca		Ci 31 de Diciembre, 24	Palma	Spain	7004	217	11/1/2007	10/31/2017	Street Front
ESP3080 PON - Ponferrada		Plza. República Argentina, 4	Ponferrada	Spain	24400	130	6/1/1996	6/1/2011	Street Front
ESP3082 PTV - Pontevedra		Ci Cruz Gallastegui, 5/7	Pontevedra	Spain	36001	111.48	6/1/2007	5/31/2012	Street Front
ESP3083 RE - Reus		Ci Mare Molas, 16	Reus	Spain	43202	102	4/1/2007	3/31/2012	Street Front
ESP3087 SAB - Sabadell		Ronda Zamenhof 81	Sabadell	Spain	8201	113.15	4/1/2009	11/6/2016	Street Front
ESP3088 SC - Santiago de Compostela		San Pedro de Mezonzo, 19	Santiago de Compostela	Spain	15071	115	6/15/2005	6/14/2015	Street Front
ESP3089 SE - Sevilla 1		Ci Virgen de Luján, 5	Sevilla	Spain	41011	76	4/1/2006	3/31/2011	Street Front
ESP3092 SG2 - Segovia 2		Plza. De Somorrostro 13	Segovia	Spain	40005	104.51	3/1/2000	2/28/2015	Street Front
ESP3096 TE - Teruel		CL Joaquin Costa, 21	Teruel	Spain	44001	69.58	10/2/2000	10/2/2015	Street Front
ESP3097 TER - Terrasa		Rambla de Egara, 102-136	Tarrasa	Spain	8221	135	5/15/2001	5/14/2011	Street Front
		Gran Via Fernando El							
ESP3103 V18 - Valencia 18		Catolico, 33 bajo 3	Valencia	Spain	46008	98	8/1/2002	7/31/2012	Street Front
ESP3105 V20 - Valencia 20		Maestro Valls, 48	Valencia	Spain	46022	110.46	9/1/2002	8/31/2012	Street Front
ESP3106 V22 - Valencia 22		Carteros, 73	Valencia	Spain	46017	195	9/24/2002	9/23/2012	Street Front
ESP3110 V4 - Valencia 4		Ci Ramón Llull, 27	Valencia	Spain	46021	223	2/19/2007	2/18/2017	Street Front
ESP3111 V6 - Valencia 6		Reino de Valencia, 6	Valencia	Spain	46005	137	9/1/1998	9/1/2013	Street Front
ESP3112 V8 - Valencia 8		Avda Cardenal Benlloch, 49	Valencia	Spain	46021	75	7/1/2002	6/30/2022	Street Front
ESP3115 VA3 - Valladolid 3		Paseo de la Habana, 6	Valladolid	Spain	47014	99	4/1/2001	3/31/2016	Street Front
ESP3116 VAL - Valdepenas		C/Guargia, 2	Valdepeñas	Spain	13300	85	1/1/2004	12/31/2012	Street Front
ESP3118 VIL - Villareal		Francisco Tárrega 57	Villareal	Spain	12540	190	6/1/1999	5/31/2013	Street Front
ESP3119 VIT - Vitoria		Jesús Guridi 4	Vitoria	Spain	1004	91.69	11/2/1999	11/1/2014	Street Front
ESP3120 VLL - Villena		Avda Constitución, 77	Villena	Spain	3400	220	2/2/2009	2/2/2014	Street Front
ESP3122 XAT - Xativa		Reina 21	Xativa	Spain	46800	110	12/1/1998	11/30/2018	Street Front
ESP3124 Z3 - Zaragoza 3		Plza. Miguel Salamero 3	Zaragoza	Spain	50004	252	5/1/2009	12/30/2012	Street Front
ESP3125 ZAM - Zamora		Av Príncipe de Asturias, 13	Zamora	Spain	49015	82.77	6/1/2009	5/31/2010	Street Front
		CC COMERCIAL GRAN VIA	HOSPITALET DE						
ESP3131 GV2 - HOSPITALET	LOCAL 073	2	LLOBRE	Spain	8905	84	8/3/2006	8/2/2011	Mall
		CC CARREFOUR CR							
ESP3132 GR3 - GRANADA	LOCAL 11	ARMILLA S/N	GRANADA	Spain	18006	84	10/15/2006	10/14/2011	Mall

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		POLIGONO IND CABEZO								
CTG - ESPACIO ESP3133 MEDITERRANEO	LOCAL 2.38	DE AZA	CARTAGENA	Spain	30395	97	2/14/2007	2/13/2013	Mall	
ESP3134 LA CALZADA-GIJON	LOCAL Nº 14-A	CC LA CALZADA	GIJON	Spain	33213	67.6	4/1/2007	3/31/2015	Mall	
ESP3135 EL TELER-ONTINYENT	LOCAL 212	CC EL TELER	ONTINYENT	Spain	46870	62.97	6/1/2007	5/31/2015	Mall	
ESP3136 SUECA PARK	LOCAL A-3-4-17	CC SUECA PARK	SUECA- VALENCIA	Spain	46410	83.95	3/28/2007	3/28/2015	Mall	
ESP3137 SAN JUAN-ALICANTE	LOCAL B01a	CC CARREFOUR SAN JUAN ALICANTE	Spain	3550	85.64	5/15/2007	5/14/2012	Mall		
ALG-PLAZA ESP3138 ANDALUCIA	LOCAL 2G1	CC PLAZA DE ANDALUCIA	ALGECIRAS- CADIZ	Spain	11201	60	7/1/2007	6/30/2011	Mall	
		S SEBAS DE LOS								
PLAZA NORTE 2- ESP3139 MADRID	LOCAL Nº A081	C COM PLAZA NORTE 2	REYES	Spain	28700	76.59	5/1/2007	4/30/2015	Mall	
		C COM CARREFOUR								
CARREFOUR ESP3140 CAMPANAR	LOCAL Nº 30	CAMPANAR	VALENCIA	Spain	46015	75	6/1/2007	5/31/2012	Mall	
ESP3142 LA ALBUFERA	LOCAL Nº 214	C COM ALBUFERA	MADRID	Spain	28038	63	9/1/2007	8/31/2015	Mall	
ESP3143 MN4-ALFAFAR	LOCAL Nº P-19	C COM MN4	ALFAFAR- VALENCIA	Spain	46910	103.7	8/6/2007	8/5/2015	Mall	
ESP3144 L' ALTET	LOCAL Nº 9-A	C COM EL ALTET	COCENTAINA	Spain	3820	102.62	8/7/2007	2/1/2011	Mall	
EL ROSAL- ESP3145 PONFERRADA	LOCAL 153	C COM EL ROSAL	PONFERRADA	Spain	24400	80.11	10/23/2007	10/22/2012	Mall	
ESP3146 AVL-PARQUE ASTUR	LOCAL Nº 80-81	C COM PARQUE ASTUR	AVILES	Spain	33468	88.4	10/1/2007	9/30/2015	Mall	
		C COM VIALIA ESTACION								
CVS-VIALIA ESP3147 SALAMANCA	LOCAL Nº C-29	DE SALAMANCA	SALAMANCA	Spain	37004	71.95	1/25/2008	1/24/2016	Mall	
ESP3148 VI-PLAZA ELIPTICA	LOCAL Nº 4	C COM PLAZA ELIPTICA	VIGO	Spain	36203	132.66	9/1/2007	8/31/2017	Mall	
ESP3149 M-TRES AGUAS	LOCAL Nº 236	C COM TRES AGUAS	ALCORCON- MADRID	Spain	28920	126	11/12/2007	6/30/2012	Mall	
		C COM RINCON DE LA								
MALAGA-RINCON DE ESP3150 LA VICTORIA	LOCAL Nº 19	VICTORIA	MALAGA	Spain	29720	69.86	10/31/2007	10/30/2015	Mall	
ESP3151 GR-NEPTUNO	LOCAL Nº 9	C COM ARABIAL NEPTUNO GRANADA	Spain	18004	124	11/10/2007	11/9/2015	Mall		
ESP3152 V-NUEVO CENTRO	LOCAL Nº 106-B	C COM NUEVO CENTRO	VALENCIA	Spain	46009	100.47	12/1/2007	11/30/2015	Mall	
ESP3154 BI-BIDARTE	LOCAL Nº L-24/25	C COM BIDARTE	BILBAO	Spain	48014	74	10/31/2007	10/30/2015	Mall	
ESP3155 C.C MODOO (3155)	1.08 B	C.C MODOO	OVIEDO	Spain	33006	111	3/4/2008	3/3/2013	Retail Mall	
ESP3157 LAS SALESAS	LOCAL Nº 10	C COM LAS SALESAS	OVIEDO	Spain	33002	114.45	4/1/2008	3/31/2016	Mall	
ESP3158 DVCORUÑA	LOCAL B-65	DOLCE VITA CORUÑA	LA CORUÑA	Spain	15001	85.14	10/16/2008	10/16/2016	Mall	
ESP3160 LA NORIA	LOCAL Nº 34	C COM LA NORIA	MURCIA	Spain	30830	88.24	6/1/2008	5/30/2011	Mall	
ESP3161 ESPLEON	LOCAL 1.14	C.C. ESPACIO LEON	LEON	Spain	24010	102	10/24/2008	11/24/2011	Mall	
ESP3162 BADALONA	LOCAL Nº 112		BADALONA	Spain	8911	36	8/15/2008	8/14/2028	Street Front	
ESP3163 EL COPO	Local 10-11	C C EL COPO	ALMERIA	Spain	4700	102.47	12/26/2007	12/25/2015	Mall	
ESP3164 UTRILLAS PLAZA	Local S-10	C COM UTRILLAS PLAZA	ZARAGOZA	Spain	50013	68	1/15/2008	1/14/2016	Mall	
ESP3165 CG3-GETAFE 3	LOCAL 13	C COMERCIAL GETAFE 3	GETAFE	Spain	28905	110	4/1/2008	3/31/2018	Mall	
ESP3166 LA VAGUADA	LOCAL Nº B-101	C COM LA VAGUADA	MADRID	Spain	28029	108.3	2/16/2008	2/15/2013	Mall	
ESP3167 LA VAILET		LOCAL Nº 50	BARCELONA	Spain	8620	116.16	2/4/2008	2/3/2016	Mall	
ESP3169 EGIRONES	1.62	C.C. ESPAI GIRONES	SALT GIRONA	Spain	17190	102	9/1/2008	9/12/2011	Mall	
ESP3170 BONAIRE	LOCAL Nº B-448	C COM BONAIRE	ALDAYA	Spain	46960	98	4/30/2008	4/29/2014	Mall	
GRAN TURIA- ESP3171 XIRIVELLA	LOCAL 253	C COM GRAN TURIA	XIRIVELLA- VALENCIA	Spain	46950	59.1	7/5/2008	7/4/2011	Mall	
ESP3172 BULEVAR	LOCAL 03	C.C. BULEVAR	VITORIA	Spain	1013	158	10/24/2008	10/24/2011	Mall	
ESP3173 PLAZA IMPERIAL	LOCAL Nº P119	C COM PLAZA IMPERIAL	ZARAGOZA	Spain	50197	86.34	9/3/2008	9/2/2013	Mall	

ESP3174 OUTLETUI		LOCAL Nº 24	C COM OUTLETUI C COM LOS ROSALES	TUI- PONTEVEDRA A CORUÑA HOSPITALET DEL	Spain	36711	82.72	9/4/2008	9/3/2012	Mall
ESP3177 LOS ROSALES		LOCAL Nº 10B			Spain	15011	55.16	7/21/2008	7/20/2016	Mall
ESP3178 LA FARGA		B08	C.C. LA FARGA	LLOBR	Spain	8901	92.29	8/1/2008	8/1/2014	Mall
			CENTRO COMERCIAL							
ESP3179 PLENILUN		40	PLENILUNIO PARK	MADRID	Spain	28022	88	8/1/2008	8/1/2011	Mall
ESP3180 MAGIC		A20	C.C. MAGIC BADALONA	BADALONA	Spain	817	73	10/15/2008	8/15/2011	Mall
ESP3181 VAL SUR		29	C.C. VAL SUR	VALLADOLID	Spain	47008	88	7/15/2008	7/15/2013	Mall
ESP3182 CAUDALIA		B 51	CC CAUDALIA MIERES	MIERES	Spain	33600	91.97	12/29/2008	9/26/2014	Mall
			C.C. PLAZA MAYOR							
ESP3183 PMAYOR		LOCAL 62	SHOPPING	MALAGA	Spain	29700	104.64	10/31/2008	10/31/2014	Mall
			C.C. ESPACIO							
ESP3184 TORRELO		LOCAL 2.36	TORRELODONES	TORRELODONES	Spain	28250	67	11/8/2008	11/8/2013	Mall
ESP3185 BARNASUD		LOCAL B- 042/043/044	C.C. BARNASUD	GAVÀ	Spain	8850	73.79	11/8/2008	11/8/2014	Mall
ESP3186 INGENIO		B43	C.C.EL INGENIO	VELEZ MALAGA	Spain	29700	76	11/13/2008	11/13/2016	Mall
ESP3187 CARRETAS		LOCAL33	MADRID 4 C.C. Y DE OCIO LUZ DEL	MADRID	Spain	28012	59.58	11/22/2008	11/25/2018	Mall
ESP3188 LUZTAJO		LOCAL 11B	TAJO	TOLEDO	Spain	45007	76.92	11/29/2008	11/29/2014	Mall
ESP3189 SANTANDER		16	SANTANDER	SANTANDER	Spain	29700	78.4	12/1/2008	11/30/2023	Mall
ESP3190 ARCANGEL	A39+	40 +41	C.C. EL ARCANGEL	CORDOBA	Spain	14010	125.46	11/29/2008	11/25/2016	Mall
ESP3191 BALLENA		A029	C.C. LA BALLENA	PALMAS DE GC	Spain	35013	70.55	12/20/2008	12/20/2016	Mall
ESP3192 THADER		B64	C.C. THADER	MURCIA	Spain	30110	65.45	12/20/2008	12/20/2013	Mall
ESP3193 C.C TORMES		LOCAL 47-48	C.COMERCIAL	SALAMANCA	Spain	37900	130	6/18/2009	5/26/2011	Retail Mall
ESP3194 NERVION		A003	C.C. NERVION PLAZA SEVILLA		Spain	41005	200	3/6/2009	1/31/2014	Mall
ESP3195 PARQUE SUR		LOCAL 13-14-15	C.C PARQUE SUR	LEGANES	Spain	28916	57	8/28/2009	8/14/2014	Retail Mall
			C.C. PLAZA NUEVA							
ESP3196 NUEVALEG		22	LEGANES	LEGANES	Spain	28918	94	4/3/2009	3/4/2014	Mall
ESP3197 MAQUINISTA		Local B-49	CC LA MAQUINISTA	Barcelona	Spain	8030	89.51	9/1/2009	7/31/2015	Retail Mall
ESP3198 LARIOS	A	-702	C.C LARIOS	MALAGA	Spain	29002	99.04	11/20/2009	11/2/2012	Retail Mall
ESP3200 GRAN CASA		Local 1.28	GRAN CASA	Zaragoza	Spain	50018	63	12/17/2009	1/15/2012	Retail Mall
ESP3201 PLAZA MAR	B	-55	C.C PLAZA MAR	ALICANTE	Spain	3016	84	3/12/2010	2/25/2013	Retail Mall
ESP3202 BALLONTI	B	-48	C.C BALLONTI	PORTUGALETE	Spain	20017	96.65	4/1/2010	4/1/2012	Retail Mall
ESP3203 C.C SALER		PL1 LOCAL 25	C.C SALER	VALENCIA	Spain	46013	75	5/13/2010	3/15/2012	Retail Mall
ESP3204 3204 GARBERA		Local 27-28	C.C GARBERA	SAN SEBASTIAN	Spain	20017	65	5/20/2010	4/30/2016	Retail Mall

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ESP3205	3205- C.C SESTAO	LOCAL 17	C.C SESTAO	SESTAO	Spain	48910 66	8/30/2010	7/31/2013	Retail Mall
				PALMA DE					
ESP3206	C.C PORTO PI	Local 1301A + 1301B	C.C PORTO PI	MALLORCA	Spain	7015 83.53	9/24/2010	8/31/2013	Retail Mall
ESP3207	3207 H2 OCIO K	KIOSCO PLANTA 1º	CC H2 OCIO	Rivas	Spain	28521 21	9/17/2010	9/14/2011	Retail Mall
ESP3208	C.C DOS MARES KIOSCO (3208)	PLANTA BAJA	(KIOSKO)	Vaciamadrid	Spain	30730 16	11/4/2010	1/31/2011	Retail Mall
			C.C DOS MARES	SAN JAVIER					
			C.C CARREFOUR						
ESP3209	3209- CARREFOUR ALFONSO MOLINA	LOCAL 28 Y 29	ALFONSO MOLINA	A CORUÑA	Spain	15008 82	11/19/2010	10/24/2013	Retail Mall
ESP3210	C.C ARENA	LOCAL 030	C.C ARENA	VALENCIA	Spain	46019 61	11/26/2010	11/16/2012	Retail Mall
251	Plaza Las Americas	525 FD Roosevelt Avenue	Space #198 2nd Level	San Juan	PR Puerto Rico	917 2887	7/1/2008	6/30/2015	Mall
357	Plaza Carolina	Ave 65th Infantry & Fragosa	Room 2623	Carolina	PR Puerto Rico	985 2100	2/1/2007	1/31/2012	Mall
369	Puerto Rico Outlet Mall	PR 140 KM 24.4		Barceloneta	PR Puerto Rico	617 1640	2/1/2006	1/31/2011	Strip
382	Plaza Centro II	MSC 601	200 Rafael Cordero #1570	Caguas	PR Puerto Rico	725 2438	9/30/2009	11/30/2014	Mall
1818	Aguadilla	Carretra#2 KM 126.5 Space 44		Aguadilla	PR Puerto Rico	603 2026	2/1/2010	1/31/2015	Mall
1819	Plaza Rio Hondo	EXP De Diego Avenue	Comer Comerio Avenue	Bayamon	PR Puerto Rico	961 1736	4/15/2004	4/30/2014	Mall
1820	Ponce Town Center	2463 Ponce Bypass	Suite E5	Ponce	PR Puerto Rico	782 2000	12/19/2000	1/31/2011	Mall
1840	Western Plaza	Avenida Hosttros State Road 2 #240		Mayaguez	PR Puerto Rico	680 870	2/1/2006	1/31/2011	Strip
1851	Rexville Town Center	Rexville Town Ctr	3007 Carr 167 Suite 230	Bayamon	PR Puerto Rico	956 1500	7/1/2007	6/30/2012	Strip
1861	Eastern Plaza	Locale #7		Fajardo	PR Puerto Rico	1264	11/1/2006	10/31/2011	Strip
1866	El Senorial Plaza	Senioral Plaza #18	Winston Churchill Avenue	San Juan	PR Puerto Rico	926 1100	4/12/2002	4/30/2012	Mall
2757	Plaza Del Atlantico	Space 20-A Road	#2 Km.80.3 Hato	Arecibo	PR Puerto Rico	612 1988	7/1/2004	6/30/2014	Strip
2892	Plaza Isabela	3535 Military Avenue	Suite 156	Isabela	PR Puerto Rico	662 1175	8/11/2004	8/31/2014	Strip
2968	Plaza Encantada	Int. Avenida Encatada & St. Rd PR-181	Barrio Dos Bocas	Trujillo Alto	PR Puerto Rico	976 1800	10/1/2009	9/30/2014	Strip
2994	El Monte Plaza	State Rd 2 & Pampanos Avenue	Space # 8	Ponce	PR Puerto Rico	717 2000	6/30/2006	6/30/2016	Strip
3094	Bayamon Oesta	P.R. No. 2 Hato Tejas		Bayamon	PR Puerto Rico	961 1400	12/16/2009	12/15/2014	Strip
3163	Plaza Vega Baja	PR #2 at Int. PR #155 Carr # 3 KM 6.1 San Anton Ward	Space 106	Vega Baja	PR Puerto Rico	693 1320	1/20/2005	1/31/2015	Strip
3213	Plaza Escorial		Ste. A 102	Carolina	PR Puerto Rico	987 3834	3/11/2005	3/31/2015	Strip
3335	Plaza Wal Mart	State Rd. # 3 KM 134.5		Guayama	PR Puerto Rico	784 1816	5/2/2005	5/31/2015	Strip
3336	Santa Rosa Mall	1455 Carr # 2	Ste 258	Bayamon	PR Puerto Rico	959 1850	4/1/2005	5/31/2011	Strip
3337	Las Catalinas Mall	400 Call Betances		Caguas	PR Puerto Rico	725 2109	6/1/2008	5/31/2015	Strip
3786	Caguas Community Center	Gauthier Benitez & Georgitti	Suite 3	Caguas	PR Puerto Rico	1950	12/22/2006	1/31/2012	Strip
4064	CENTRO GRAN CARIBE	NUMBER 2 STREET KM 29.7 Unit 25		VEGA ALTA	PR Puerto Rico	692 1576	12/1/2010	1/31/2011	Mall
4139	SAN PATRICIO PLAZA	Roosevelt, Esquina, San Patric Unit D-9	SP -D9	GUAYNABO	PR Puerto Rico	968 916	7/1/2005	1/31/2011	Mall
4163	MONTEHIEDRA TOWN CENTER	9410 LOS ROMEROS AVE Unit	SUITE 151	SAN JUAN	PR Puerto Rico	926 1461	4/9/2008	4/30/2015	Mall
4214	PLAZA DEL SOL (PR)	725 WEST MAIN Unit		BAYAMON	PR Puerto Rico	961 1040	12/1/2007	11/30/2014	Mall
4234	PLAZA PALMA REAL	CARR # 3 KM 78.2 , RIOABAJO Unit		HUMACAO	PR Puerto Rico	791 1248	5/1/2010	1/31/2011	Mall
4282	BELZ FACTORY OUTLET WORLD	CARR PR-3 INTER PR- 188 Unit 150	BLDG 5, SPACE 150	CANOVANAS	PR Puerto Rico	729 1551	8/18/2001	8/31/2011	Mall
4301	PLAZA LAS AMERICAS	525 FD ROOSEVELT AVE Unit 415		SAN JUAN	PR Puerto Rico	918 1543	7/1/2008	6/30/2015	Mall
4435	PLAZA DEL CARIBE	2050 PONCE BYPASS Unit 266		PONCE	PR Puerto Rico	731 1767	7/1/2009	6/30/2014	Mall
4439	PLAZA LAS AMERICAS	AVE. F.D. ROOSEVELT 525	Unit 126	HATO REY	PR Puerto Rico	918 1463	7/1/2005	6/30/2012	Mall
4468	PLAZA CAYEY CENTRO	8000 JESUS T. PINERO AVE. Unit 118		CAYEY	PR Puerto Rico	736 1300	10/15/2001	10/31/2011	Mall
4487	PLAZA FAJARDO	150 CARR 940 Unit	SUITE 200	FAJARDO	PR Puerto Rico	738 1490	9/1/2007	8/31/2012	Mall
4508	PLAZA CAROLINA	AVE FRAGOSO Unit	SP 207	CAROLINA	PR Puerto Rico	988 1179	1/1/2005	12/31/2014	Mall
4513	MAYAGUEZ MALL	975 AVE HOSTOS Unit	SUITE 490	MAYAGUEZ	PR Puerto Rico	680 1706.67	11/1/2009	10/31/2014	Mall

		INTERSECTION									
4575	LAS CATALINAS	CARRETERA PR-52 Unit 590	CARRETERA PR-52	CAGUAS	PR Puerto Rico	725	1391	1/1/2008	12/31/2014	Mall	
4583	PLAZA DEL NORTE	506 TRUNCADO ST Unit B-106		HATILLO	PR Puerto Rico	659	1327	4/1/2003	3/31/2013	Mall	
5370	Yauco Plaza	Road 128 Intersection Road 2 Unit	Location 29	Yauco	PR Puerto Rico	698	900	2/1/2010	1/31/2015	Strip	
5412	Dorado Del Mar Shopping Center	State Road 693 Unit 6 Carr 159 Int Carr 165 Unit 19		Dorado	PR Puerto Rico	646	1500	2/1/2010	1/31/2015	Strip	
5516	Plaza Aquarium Mall	PR-2 KM 50.5 Unit Space 30		Toa Alta	PR Puerto Rico	953	994	12/18/2004	1/31/2015	Strip	
5517	Plaza Atenas Shopping Center	Local 2-A Corr 31 KM 24.1 Unit 2A	Bo Cieba Norte	Manati	PR Puerto Rico	674	1076	12/20/2004	1/31/2015	Strip	
5532	Juncos Plaza	Carr #3, Km 14.1 Unit State Road 122 and State Road 2 Unit	Bo Canovanillas	Juncos	PR Puerto Rico	771	2050	2/1/2010	1/31/2011	Strip	
5565	Los Colobos II	1019 B-Buchanan Heights Garcia Street		Carolina	PR Puerto Rico	983	1458	3/1/2010	1/31/2011	Strip	
5566	Plaza del Oeste	130 Calle Marginal Esmeralda		San German	PR Puerto Rico		1000	5/1/2010	1/31/2011	Strip	
6837	Fort Buchanan	WM SC Plaza Canovanas 5802		Ft. Buchanan	PR Puerto Rico	934	1075	10/4/2010	10/3/2012	Strip	
6939	Plaza Guaynabo	Hwy. 153 & Hwy 542		Guaynabo	PR Puerto Rico	969	1972			Strip	
6942	SWM Plaza Canovanas			Canovanas	PR Puerto Rico	729	1928			Strip	
6947	Plaza Prados del Sur			Santa Isabel	PR Puerto Rico		1600			Strip	
PRT3801	CC DOLCEVITA-OVAR	LOCAL 047	CC DOLCEVITA OVAR C COM CARREFOUR	OVAR	PORTUGAL		95.47	4/22/2007	4/21/2017	Mall	
PRT3802	TELHEIRAS	LOJA 07	TELHEIRAS	LISBOA	PORTUGAL	528	84.1	4/1/2007	3/31/2013	Mall	
PRT3803	BRAGA	LOJA 51	C COM MINHO CENTER	BRAGA	PORTUGAL	249	73	4/1/2007	3/31/2013	Mall	
PRT3804	CARREFOUR GAIA	LOJA 14	C COMERCIAL CARREFOUR GAIA	VILA NOVA DE GAIA	PORTUGAL	504	65.1	4/1/2007	3/31/2013	Mall	
PRT3805	CARREFOUR LOURES	LOJA 29	C COMERCIAL CARREFOUR LOURES	LOURES	PORTUGAL	339	92	4/1/2007	3/31/2013	Mall	
PRT3806	ODIVELAS PARQUE	LOJA 1077/1078	CC ODIVELAS PARQUE C COMERCIAL DOLCE	ODIVELAS	PORTUGAL	626	87	6/1/2007	5/31/2013	Mall	
PRT3807	DOLCE VITA DOURO	LOJA 109	VITA DOURO C COM DOLCE VITA	DOURO	PORTUGAL		60.13	5/15/2007	5/14/2017	Mall	
PRT3809	DOCE VITA PORTO	LOJA Nº 111C	PORTO	OPORTO	PORTUGAL	149	106	6/1/2007	5/31/2017	Mall	
PRT3810	TORRES VEDRAS	LOJA 2003	C COM ARENA SHOPPING	TORRES VEDRAS	PORTUGAL	294	78	10/16/2007	10/15/2013	Mall	
PRT3811	IKPORTO	LOCAL 9	IKEA PORTO CASCAIS VILLA- SHOPPING	MATOSINHOS	PORTUGAL	745	65.62	10/15/2008	10/15/2014	Mall	
PRT3812	CASCAIS VILLA	LOCAL 1.31	CENTRE	CASCAIS	PORTUGAL	786	80	10/31/2008	11/8/2013	Mall	
PRT3813	SPACIO	2.22	C.C ESPACIO LISBOA	LISBOA	PORTUGAL	079	80.3	12/1/2008	11/30/2014	Mall	
PRT3814	TEJO	68	C.C. DOLCE VITA TEJO	AMADORA	PORTUGAL	435	126.72	5/7/2009	5/7/2019	Mall	
NOR0451.2	Ski	Unit	Jembaneveien 6	Ski	Norway	1400	98	12/1/2007	11/30/2012	Retail Mall	

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NOR0452.2	Byporten			Norway		98.7	4/1/2009	3/31/2014	Retail Mall	
NOR0453	Strømmen	Støperiveien 5	Strømmen	Norway	2010	119.5	1/1/2004	1/31/2011	Retail Mall	
NOR0455	Porsgrunn	Storgt. 70	Porsgrunn	Norway	3902	133	6/1/2004	12/31/2010	Retail Mall	
NOR0457	Ålesund	Grimmergata 1	Ålesund	Norway	6001	162	11/1/2004	8/1/2009	Retail Mall	
NOR0458	Aker Brygge	Stranden 3	Oslo	Norway	2500	127	2/16/2010	2/15/2015	Retail Mall	
NOR0459	Drammen	Nedr. Storgt. 6	Drammen	Norway	3015	81.4	7/1/2005	8/31/2010	Retail Mall	
NOR0460	Stovner	Stovner Senter 3	Oslo	Norway	985	110	8/1/2005	8/31/2010	Retail Mall	
NOR0461	Moss	Dronnings Gate 5	Moss	Norway	1350	120	6/1/2006	12/31/2012	Retail Mall	
		Jernbanegaten 1								
NOR0462	Tønsberg	D/Farmansstredet	Tønsberg	Norway	3110	100	10/1/2006	8/31/2012	Retail Mall	
NOR0463	Lagunen	Krohnåsveien 12	Bergen	Norway	5239	122.4	2/1/2007	1/31/2012	Retail Mall	
NOR0465	Kongsberg	Stortorvet Kjøpesenter	Gnr 7840, bnr 7	Kongsberg	Norway	96.4	10/4/2007	10/31/2012	Retail Mall	
NOR0466	Herkules		Skien	Norway		131	11/15/2007	12/31/2012	Retail Mall	
NOR0467	Kilden	Kilden Kjøpsenter	Gartnerveien 16	Stavanger	Norway	4016	78	2/1/2008	1/31/2013	Retail Mall
NOR0468	Storbyen	Roald Amundsensgate 28		Sarpsborg	Norway	1723	95	4/1/2008	3/31/2012	Retail Mall
NOR0469	Kolbotn Torg	Strandliveien 4		Kolbotn	Norway	1410	75	8/21/2008	12/31/2013	Retail Mall
NOR0470	Narvik	Bolagsgata 1	gnr 40 bnr 1191	Narvik	Norway	8514	87	10/15/2008	8/31/2013	Retail Mall
NOR1450	Bergen	Åsane Senter 39		Ulset	Norway	5116	120	4/6/2008	8/31/2013	Retail Mall
NOR1452	Bodø City Nord	Stormyra		Bodø	Norway	8013	116.8	4/6/2008	3/31/2014	Retail Mall
NOR1453	Bodø Glasshuset	Storgata 5		Bodø	Norway	8006	103.4	7/1/2006	9/30/2016	Retail Mall
NOR1454	Bryne M44	Jupiterveien 2	Bryne	Norway	4340	103			Retail Mall	
NOR1458.2	Drammen Liertoppen	Drammensvn 201		Lierskogen	Norway	3421	108.1	6/14/2009	6/14/2014	Retail Mall
NOR1459	Frederikstad Torvbyen	Brochsgate 7-11		Frederikstad	Norway	1607	133.4	4/6/2008	12/31/2009	Retail Mall
NOR1459-2	Frederikstad Torvbyen	Brochsgate 7-11		Frederikstad	Norway	1607	133	1/1/2010	8/31/2014	Retail Mall
NOR1460	Hamar	Torggata 83		Hamar	Norway	2317	93	4/6/2008	12/31/2012	Retail Mall
NOR1461	Harstad - Bysentret	Richard Kaarboesplass 1		Harstad	Norway	9405	68.7	4/6/2008	12/31/2012	Retail Mall
NOR1462	Haugesund	Skåregata 92		Haugesund	Norway	5528	115	4/6/2008	8/31/2012	Retail Mall
NOR1463	Haugesund - Amanda	Longhammarv. 27		Haugesund	Norway	5536	97.7	4/6/2008	12/31/2011	Retail Mall
NOR1464	Horten	Teatergaten 6		Horten	Norway	3187	89	4/6/2008	7/6/2011	Retail Mall
NOR1465	Kristiansand	Markensdata 22		Kristiansand	Norway	4611	270	4/1/2008	3/31/2013	Retail Mall
NOR1466	Kristiansand - Sørlandssentret 1	Sørlandsparken		Kristiansand	Norway	4659	178	4/6/2008	6/30/2010	Retail Mall
NOR1468	Levanger	Magneten		Levanger	Norway	7600	76	4/6/2008	7/1/2012	Retail Mall
NOR1469	Lillehammer	Storgaten 84A		Lillehammer	Norway	2609	245	2/15/2010	2/14/2012	Retail Mall
NOR1470	Mo i Rana	Meyesentret		Mo i Rana	Norway	8607	80.4	4/6/2008	6/30/2011	Retail Mall
NOR1471	Oslo Mortensrud Senter Syd	Sentersyd Mortensrud		Oslo	Norway	1281	91	4/6/2008	12/31/2012	Retail Mall
NOR1472	Oslo Gunerius	Storgata 32		Oslo	Norway	184	139.4	4/6/2008	9/30/2012	Retail Mall
NOR1473	Oslo Jessheim HK Senteret	Jessheim Storsenter		Jessheim	Norway	2050	119	11/1/2008	12/31/2013	Retail Mall
NOR1474	Oslo Karl Johan	Karl Johan Gate 6 B		Oslo	Norway	154	525.2	4/6/2008	12/31/2012	Retail Mall
NOR1475	Oslo Linderud	Erich Mogensønsvei 38		Oslo	Norway	594	88	4/6/2008	3/31/2012	Retail Mall
NOR1476	Oslo Lörenskog Triaden	Gamleveien 88		Rasta	Norway	1476	119	5/1/2008	9/30/2014	Retail Mall
NOR1478	Oslo Storo	Vitaminveien 7-9		Oslo	Norway	485	101.9	4/6/2008	12/31/2013	Retail Mall
NOR1480	Oslo Strømmen	Støperiveien 5		Oslo	Norway	2010	184.2	4/6/2008	7/31/2012	Retail Mall
NOR1481	Oslo Vinterbro	Sjøgskogsveien 7		Vinterbro	Norway	1407	119.4	4/6/2008	8/31/2013	Retail Mall
NOR1482.2	Oslo Østbanehallen	Østbanehallen		Oslo	Norway	154	69.8	4/6/2008	1/31/2009	Retail Mall
NOR1483	Oslo Tveita	Tveitenveien 150		Oslo	Norway	671	104	4/6/2008	7/14/2011	Retail Mall
NOR1484	Sandefjord	Jernbanealleen 24		Sandefjord	Norway	3210	190	4/6/2008	11/15/2011	Retail Mall
NOR1485	Sandnes Kvadrat	Gamle Stokkevei 1		Sandnes	Norway	4313	181	4/6/2008	12/31/2011	Retail Mall
NOR1486	Skien Arkaden	Broene 1		Skien	Norway	3724	85	4/6/2008	6/30/2012	Retail Mall
NOR1487	Stavanger	Kirkegata 14		Stavanger	Norway	4006	130	4/6/2008	5/1/2010	Retail Mall
NOR1489	Stjørdal	Stokmoveien 2		Stjørdal	Norway	7500	88	4/6/2008	12/31/2012	Retail Mall

NOR1492	Trondheim City Syd	Öster Rostengata 28		Trondheim	Norway	7475	123	4/6/2008	12/31/2011	Retail Mall
NOR1494	Trondheim Torg	Kongensgaten 11		Trondheim	Norway	7013	100	1/1/2003	12/31/2007	Retail Mall
NOR1498	Ålesund	Lanlandsveien 2		Ålesund	Norway	6010	105.02	4/6/2008	8/31/2012	Retail Mall
8081	GS Belfast	9 Arthur Square		Belfast	Ireland	BT1 4 FD				
8082	Flagship Shopping Centre	21-23 Main Street	Bangor	Bangor	Northern Ireland	BT20	6 AU			
8083	Foyleside Shopping Centre	Unit 5 Level 4	Derry	Derry	Northern Ireland	BT48	6 XY			
8084	Quays Shopping Centre	Unit 32	Newry	Down	Northern Ireland	BT3	58 QS			
8085	Victoria Square New Zealand Offices and Distribution	Unit UG 33	Center	Belfast	Northern Ireland	BT1 4 QG				
	Center	4/117 Montgomerie Road	Airport Oaks	Auckland Intl Airport	New Zealand		12766	3/1/2006	5/31/2014	Offices and Distribution
NZL0335	Bayfair			Tauranga	New Zealand		100	7/15/2008	6/28/2012	Retail Mall
NZL0314	New Plymouth	Shop 3 Centre City Shopping Centre	Gill Street	New Plymouth	New Zealand		122.11	10/13/2008	3/31/2014	Retail Mall
NZL0330	Queen Street	256 Queen Street		Auckland	New Zealand		178	8/1/2010	7/31/2016	Street Front
NZL0332	Coastlands	Shop 35 Coastlands Shoppingtown	State Highway 1	Paraparaumu	New Zealand		84.1	4/17/2008	1/31/2014	Retail Mall
NZL0333	Shore City	Shop SG23 Westfield Shore City	Takapuna	Auckland	New Zealand		75	7/28/2008	1/31/2014	Retail Mall
NZL0334	Sylvia Park	Shop 12 Sylvia Park	286 Mt Wellington Highway	Mt Wellington	New Zealand		100	7/15/2008	6/7/2012	Retail Mall
NZL0336	The Palms	Shop 49 Palms NZ Shopping Centre	Marshland Road	Christchurch	New Zealand		100	7/15/2008	11/12/2012	Retail Mall
NZL0337	Lower Hutt	77 Queens Drive	Lower Hutt	Wellington	New Zealand		243	10/1/2008	1/31/2014	Street Front
NZL0339	Cuba Street	30 Cuba Street		Wellington	New Zealand		100	7/15/2008	8/30/2011	Street Front
NZL0340	New Lynn	Shop 6 3115 Great North Road	New Lynn	Auckland	New Zealand		100	7/15/2008	1/10/2012	Street Front
NZL0341	Palmerston North #2	Shop 3	The Square Church Street	Palmerston North	New Zealand		100	7/15/2008	1/31/2011	Street Front
NZL0342	Wanganui	Shop 2A Trafalgar Square Shopping Centre	100 Taupo Quay	Wanganui	New Zealand		87	4/21/2010	4/20/2016	Retail Mall
NZL0343	Gisbourne	136 Gladstone Road Westfield Shopping Town, Shop S903 Level		Gisbourne	New Zealand		149.5	4/1/2010	1/31/2016	Street Front
NZL0301	St. Lukes	2	80 St. Lukes Street	Auckland	New Zealand		160	8/23/2010	1/31/2011	Retail Mall

NZL0302 Downtown
NZL0303 Queensgate

NZL0304 Westcity

NZL0305 Manakau

NZL0306 Chartwell
NZL0307 Johnsonville

NZL0308 Glenfield
NZL0310 Botany Downs
NZL0312 Palmerston North
NZL0313 Christchurch
NZL0315 Wellington CBD
NZL0316 Dunedin
NZL0317 Northlands
NZL0318 Rotorua

NZL0319 Pakuranga
NZL0320 Riccarton

NZL0321 Richmond
NZL0322 Hastings
NZL0323 LynnMall
NZL0324 Eastgate
NZL0325 Tauranga
NZL0326 Homby

NZL0327 Hamilton
NZL0328 Invercargill
NZL0329 Whangarei
NZL0331 Timaru

ITA2578 Centro Comm. Le Vigne
ITA2507 C.C. La Cittadella
ITA2561 Centro Comm. Belforte
ITA2585 Stazione Ferroviaria
ITA2626 Centro Commerciale Panorama
ITA0542 Centro Comm. SERRAVALLE CENTER
ITA1525 C.C. Novi Ligure
ITA2522 Monferrato Shopping Center
ITA0523 Centro Comm. II MAESTRALE
ITA2541 IL Gentile
ITA2684 Saint Christophe
ITA2582 Centro Comm. Porto Grande
ITA2605 Centro Comm IL Girasole
ITA2614 Al Battente

ITA0529 Centro Comm. Città Delle Stelle
ITA1541 C.C. L'Aquilone

ITA2550 I Marsi
ITA2590 Corso Italia, 137
ITA2608 I Bricchi
ITA2525 La Fornace
ITA2540 Il Borgo
ITA2596 Centro Commerciale Mongolfiera
ITA1549 C.C. Mongolfiera S. Caterina
ITA1558 C.C. Bari Blu

ITA1579 C.C. Mongolfiera
ITA2544 C.C. Mongolfiera
ITA2567 Centro Commerciale Alle Valli
ITA2612 Antegnate Shopping Center
ITA0515 Centro Comm. ORIO CENTER
ITA0548 Centro Comm. CURNO
ITA0555 Centro Comm. LE ACCIAIERIE
ITA1591 IL Borgo

ITA2566 Viale Papa Giovannit XXIII n. 43
ITA2598 Corso Italia 40/A

ITA1552 C.C. Vigliano
 ITA1582 C.C. Buonvento
 ITA2640 Shopville Gran Reno
 ITA2667 Parco Commerciale Meraville
 ITA0550 Centro Comm. CENTRONOVA
 ITA0554 Centro Comm. Centro Lame

**SCHEDULE
 3.5(b)(ii)**

LEASED PROPERTIES

Westfield Shopping Town, Shop 18, Level 2	11-19 Custom St. West	Auckland	New Zealand	99	4/26/2006	1/31/2011	Retail Mall
Shop S203, Westfield Queensgate	45 Knights Road	Lower Hutt	New Zealand	94.8	10/13/2005	1/31/2012	Retail Mall
Westfield Shopping Town, Shop 207, Upper Level	Katherine Street Cnr. Great South Road & Wiri	Henderson	New Zealand	148.65	8/11/2008	1/31/2015	Retail Mall
Westfield Shopping Town, Shop 44A	Station Road Cnr. Hukanui and Comries	Manakau	New Zealand	93.14	2/1/2008	1/31/2013	Retail Mall
Westfield Shopping Town, Shop 134	Rds.	Hamilton	New Zealand	112.11	2/1/2007	1/31/2013	Retail Mall
Johnsonville Shopping Centre, Shop 24	Moorfield Rd. Cnr. Glenfield Rd. & Downing	Johnsonville	New Zealand	96	2/1/2009	1/31/2012	Retail Mall
Westfield Shopping Town, Shop 318	St.	Glenfield	New Zealand	104	2/1/2007	6/30/2012	Retail Mall
Botany Town Centre, Shop 32	Town Centre Drive	Botany Downs	New Zealand	116	2/1/2007	1/31/2012	Retail Mall
Shop 12D The Plaza	Church Street	Palmerston North	New Zealand	119.92	3/5/2009	3/4/2015	Retail Mall
Shades Arcade, Shop 36	Cashel Mall	Christchurch	New Zealand	120	9/1/2002	8/31/2011	Retail Mall
Cuba Mall	72 Cuba Street	Wellington	New Zealand	120	8/6/2003	8/4/2011	Retail Mall
Golden Centre Mall, Shop 18	251 George Street	Dunedin	New Zealand	90	10/7/2003	1/31/2014	Retail Mall
Northlands Shopping Centre Shop 96	55 Main North Rd	Christchurch	New Zealand 8053	109.8	2/1/2010	1/31/2016	Retail Mall
Rotorua Central, Shop 14A	Amohua Street Cnr. Ti-Rakau Drive &	Rotorua	New Zealand	85.38	5/29/2010	5/28/2016	Retail Mall
Westfield Shopping Centre, Shop 125	Pakuranga Rd.	Auckland	New Zealand	88.45	2/1/2010	1/31/2013	Retail Mall
Shop 138A, Westfield Riccarton	129 Riccarton Road	Riccarton, Christchur	New Zealand	110	12/11/2008	2/8/2017	Retail Mall
Shop 41-42, Richmond Mall	Cnr. Croucher & Talbot Sts. 243 Heretaunga Street	Richmond Nelson Hastings	New Zealand New Zealand	99.1 154	11/20/2004 5/1/2005	2/28/2011 4/30/2013	Retail Mall Retail Mall
Shop 1306, LynnMall Shopping Centre	3058 Great North Road	New Lynn Auckland	New Zealand	116.92	10/22/2005	1/31/2011	Retail Mall
Shop 308, Eastgate Shopping Centre	G19, Goddards G18& Centre	Eastgate, Christchur Tauranga	New Zealand New Zealand	102.68 127.2	12/1/2005 12/1/2005	1/31/2012 1/31/2012	Retail Mall Retail Mall
Shop EG 7, Hornby Mall	Cnr. Ward Street & Worley	Christchurch	New Zealand	88	1/29/2006	1/28/2012	Retail Mall
Shop 20, Downtown Plaza	Place	Hamilton	New Zealand	107.83	2/22/2006	1/31/2012	Retail Mall
10 Cameron Street	36 Esk Street	Invercargill	New Zealand	105	9/1/2006	8/31/2012	Retail Mall
284 Stafford Street		Whangarei	New Zealand	165.4	11/1/2006	1/31/2013	Street Front
Unit. 66- Contrada Cometi	Strada Provinciale, 15	Castrofilippo	AG Italy	92020 82	11/6/2008	11/5/2013	Retail Mall
Via Dello Sport, Unit 31		Casale Monferrato	AI Italy	15033 92	5/10/2007	5/9/2012	Mall - Hyper Market
Unit 8	Via Molino, 1	Belforte Monferrato	AL Italy	15070 68	11/25/2008	3/31/2016	Retail Mall
Unit. 12	Via Curiel, 8	Alessandria	AL Italy	15100 132	12/17/2008	12/16/2014	Retail Mall
N. 31 - Alessandria	Corso Giuseppe Romita	Alessandria	AL Italy	15100 95.85	7/30/2009	7/29/2014	Retail Mall

Unit 16	Via Novi, 31	Serravalle Scrivia	AL	Italy	15069	104	10/7/2003	10/6/2015	Mall - Hyper Market
	Via delle Vetriere, 1	Novi Ligure	AL	Italy	15067	101	5/4/2006	6/30/2013	Mall - Hyper Market
Unit 7	S.S. 31,7	Villanova Monferrato	AL	Italy	15030	57	10/1/2007	12/31/2012	Mall - Hyper Market
Unit 36/A	S.S. Adriatica-Cesano	Senigallia	AN	Italy	60019	93	11/1/2007	10/31/2015	Mall - Hyper Market
Unit 11	Via Beniamino Gigli, 27	Fabriano	AN	Italy	60044	90	12/20/2007	12/19/2013	Retail Mall
Store in Store Aosta	Grand Chemin, 114	Saint Christophe	AO	Italy	11020	47.44	11/21/2010	11/20/2011	Store in Store
Unit 38	via Pasubio 144	S. Benedetto del T.	AP	Italy	63039	138	11/13/2008	10/31/2013	Retail Mall
Unit. 17 - Località Campiglione	Via G. Proserpi, 42	Fermo	AP	Italy	63023	57	1/27/2009	1/26/2014	Retail Mall
N.17 Ascoli Piceno	Via del Commercio, 52	Ascoli Piceno	AP	Italy		112	4/11/2009	4/10/2014	Retail Mall
Unit 31	Zona Industriale Campolungo	Ascoli Piceno	AP	Italy	63100	81	12/1/2007	11/30/2012	Mall - Hyper Market
Unit 24	Via Campo di Pile	Aquila	AQ	Italy	67100	103	11/19/2006	11/18/2011	Mall - Hyper Market
	Via Tiburtina Valeria Km. 112-								
	215	Avezzano	AQ	Italy	67051	83.62	4/24/2008	4/23/2013	Mall - Hyper Market
	via Corso Italia, 137	Arezzo	AR	Italy	52100	149.7	9/1/2008	7/13/2014	Retail Mall
N. 12 Isola D'Asti	Via prato Boschiero	Isola D'Asti	AT	Italy	14057	106.45	12/3/2009	12/2/2017	Retail Mall
		Nizza Monferrato	AT	Italy	14049	82	11/5/2007	11/4/2012	Mall - Hyper Market
Unit B20	Corso Casale, 319	Asti	AT	Italy	14100	81	11/27/2007	11/27/2012	Retail Mall
Unit 18 quartiere Japigia	via Loiacono,20	Bari	BA	Italy	70126	108	7/18/2008	7/17/2013	Retail Mall
Unit 14 PT	Via Santa Caterina 19	Bari	BA	Italy	70124	74	1/11/2007	1/10/2012	Mall - Hyper Market
Località Cutizza, Unit 2-47	Strada Provinciale, 60	Triggiano	BA	Italy	70019	94	2/12/2007	2/11/2012	Mall - Hyper Market
	Strada Statale 170	Andria -							
	Andria -								
Unit 36	Barletta	Andria	BA	Italy	70031	112	11/15/2006	11/14/2011	Mall - Hyper Market
Via Olivetti sn, Unit 22	Zona Industriale Maglia C	Molfetta	BA	Italy	70056	88	12/14/2007	2/28/2013	Mall - Hyper Market
unit 36	via Brusaporto, 41	Seriate	BG	Italy	24068	86	10/15/2008	10/14/2013	Retail Mall
N. 102 Antignate	Strada Statale 11 snc	Antegnate	BG	Italy		75.6	2/17/2009	2/16/2014	Retail Mall
Unit 72	Via Portico, 71	Orio Al Serio	BG	Italy	24050	79	10/5/2010	10/4/2016	Mall - Hyper Market
Unit 50a	Via Fermi 1	Curno	BG	Italy	24035	64	2/10/2009	2/9/2014	Mall - Hyper Market
Località S.Maria Del Sasso, Unit 92	Via Trieste, 15	Cortenuova Romano di Lombardia	BG	Italy	24050	83.2	3/16/2010	3/15/2015	Mall - Hyper Market
S.S. Soncinese 498	Viale Papa Giovanni XXIII n.		BG	Italy	24058	74	1/28/2008	12/31/2014	Mall - Hyper Market
	43	Bergamo	BG	Italy	24121	94	4/15/2008	4/14/2014	Street Front
	Corso Italia, 40/A	Biella	BI	Italy	13900	80	12/1/2008	10/31/2014	Retail Mall
Unit 23	Via Della Tollegna sn	Vigliano Biellese	BI	Italy	13856	131	10/4/2006	12/31/2013	Mall - Hyper Market
Contrada San Vito, Unit 28	s.s. Appia Km. 144	Benevento	BN	Italy	82100	93	12/7/2006	12/6/2011	Mall - Hyper Market
N. 19 Casalecchio di Reno	Via Marylin Monroe, 2	Casalecchio di Reno	BO	Italy	40033	68.87	10/30/2009	10/29/2014	Retail Mall
N. 1/A Bologna	Via Tito Camacini, snc	Bologna	BO	Italy	40127	108	10/3/2010	10/2/2016	Retail Mall
Unit 37	Via Villanova 27/29	VillanovaDiCastenaso	BO	Italy	40055	86	4/1/2009	3/31/2014	Mall - Hyper Market
	Via Marco Polo, 3	Bologna	BO	Italy	40131	76	12/9/2005	12/8/2010	Mall - Hyper Market

ITA1511 Centro Comm. VIA LARGA MALL
ITA1512 Centro Comm. IL BORGO
ITA1548 C.C. Leonardo
ITA1594 C.C. Le Colonne
ITA2553 Auchan
ITA2556 Centro Commerciale Le Rondinelle
ITA2559 Centro Commerciale il Triangolo
ITA2603 Centro Comm. Le Torbiere di Corte Franca

ITA1557 C.C. Le Robinie
ITA1560 C.C. Shopping Freccia Rossa
ITA1565 C.C. Le Piazze
ITA2503 C.C. IL Leone Shopping Center
ITA2554 Porta Del Garda
ITA2560 Corso Zanardelli, 28
DEU2706 Landshut Park
ITA0511 Centro Comm. LE VELE
ITA0512 Centro Comm. EMMEZETA

ITA1509 C.C. La Corte del Sole
ITA2513 C.C. Auchan Maconi
ITA2530 Galleria Auchan

ITA1577 C.C. San Nicola
ITA2511 Centro Comm. Centro del Molise

ITA2572 Centro Commerciale Costaverde

ITA2620 C. C. Sidicinum

ITA2633 C.C. Jambo 1

ITA2529 C.C. Campania
ITA2591 Centro Comm. Lanciano

ITA0587 Centro Comm. MEGALO'
ITA1537 Centauro Carrefour
ITA1544 C.C. Ortona Center
ITA2504 C.C. Centro D'Abruzzo
ITA2653 Centro Commerciale il Casale
ITA2597 Centro Commerciale BIG STORE
ITA0553 Centro Comm. LA GRAND'A'
ITA0567 Centro Comm. AUCHAN Cuneo
ITA1553 C.C. Alba Center
ITA2528 Shopping Center Mondovicino
ITA2625 C.C. Il Parco
ITA0534 Centro Comm. Lario Center
ITA0546 Centro Comm. LA PORTA D'EUROPA
ITA1555 C.C. Cantù 2000
ITA2552 Mirabello

ITA0552 Centro Comm. CREMONA DUE
ITA0594 Centro Comm. GRAN RONDO'
ITA1540 C.C. Cremona Po
ITA2628 C.C. Metropolis
ITA2524 I Portali
ITA2570 C.C. Katanè
ITA2651 Parco Commerciale Catania
ITA1568 C.C. Etnapolis

ITA2502 C.C. Il Ciclope
ITA2538 Le Ginestre
ITA2613 Le Fontane
ITA2543 Due Mari
ITA0557 Centro Comm. I PORTICI di FORLÌ
ITA1508 Centro Comm. LE FORNACI

ITA1556 C.C. Montefiore
ITA2584 Centro Comm. Le Mura
ITA0537 Centro Comm. Bennet
ITA0545 Centro Comm. GUERCINO

ITA0585 Centro Comm. DARSENA CITY
 ITA1501 Centro Comm. IL CASTELLO
 ITA0591 Centro Comm. IL PARCO
 ITA1526 C.C. I Gigli
 ITA1578 C.C. Sesto
 ITA2646 Panorama
 ITA0582 Centro Comm. LE SORGENTI

Via Leopolda Lucchi, Unit 1 Unit 52

Unita 19/20
 unit 42
 Unit 70 - Timeline

Unit 4
 Unit 1-R-07
 Unit 3
 Unit 2

Unit 43
 Unit 16

Factory Outlet "La Corte Del Sole" Unit 1 PT

Unit 14

Località Pantano Lato Sinistro, Unit 22 Via Colle delle Api, 44

Località Padula, unità 35

N. 30 Teano
 N. 50 bis - Trentola Ducenta

Unit TA 61

Unit 14a - Località Gaeta

Unit 12 Unit 5

Via Po snc, Unit 14 N. 35 San Cataldo unit 9

Zona Motorizzazione, Unit 132 Località Tetto Garetto Unit 18 Unit 42 Anzano del Parco

Unit 46/47

s.s. 10 - fr.s.marino, Unit 11/B Unit 10/B PT

Unit 6 N.71 - Rende

Contrada Salice Agglomerato, Unit 52

N. 23 Gravina di Catania
 N. 131 Catania

Unit BA12

Strada Provinciale Vecchia, Unit A07 Unit 4 N. 36 Catanzaro Località Comuni Condomini Area Ex Orsi Magelli, Unit 24 Unit 1

Unit 16
 Unit 43

Unit 30
 Unit 9

Unit 10

N. 3 Alatri

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

Via Larga, 18	Bologna	BO	Italy 40138	62.14	11/11/2005	11/10/2010	Mall - Hyper Market
Via Emilio Lepido, 184	Bologna	BO	Italy 40100	80	11/27/2005	11/26/2010	Mall - Hyper Market
V.le Amendola, 129	Imola	BO	Italy 40026	82	11/16/2006	11/15/2011	Mall - Hyper Market
S.S. 7 Appia KM. 711 + 250	Brindisi	BR	Italy 72100	85.8	3/29/2007	3/28/2012	Mall - Hyper Market
Strada Statale 7 KM- 10	Mesagne	BR	Italy 72023	89	5/1/2008	4/30/2015	Mall - Hyper Market
Via E. Mattei, 37/39	Roncadelle	BS	Italy 25030	61	5/21/2008	5/20/2014	Retail Mall
via A. De Gasperi, 6	Mazzano	BS	Italy 25080	55	7/1/2008	6/30/2015	Retail Mall
Via Roma, 78	Corte Franca	BS	Italy 25040	84.78	12/15/2008	12/14/2014	Retail Mall
Via Delle Robinie snc Loc.							

Cadignano	Verolanuova	BS	Italy 25028	84.86	11/20/2006	11/19/2012	Mall - Hyper Market
	Brescia	BS	Italy 25126	88.94	2/11/2008	4/21/2013	Mall - Hyper Market
Via Adua, 36	Orzinuovi	BS	Italy 25034	107	11/30/2006	11/29/2011	Mall - Hyper Market
Via Mantova, 36	Lonato	BS	Italy 25017	81	5/16/2007	5/15/2012	Mall - Hyper Market
Via Conter 2	Gavardo	BS	Italy 25085	97	5/15/2008	6/30/2015	Mall - Hyper Market
Corso Zanardelli, 28	Brescia	BS	Italy 25121	69	5/1/2008	4/30/2014	Not set
Ludwig-Erhard-Str. 9	Landshut	BY	Italy 84034	101.03	3/18/2010	3/31/2020	Retail Mall
Via Delle Serre	Quartucciu	CA	Italy 9044	82	7/20/2010	7/20/2016	Mall - Hyper Market
S.S. 16 Km 15,600	San Sperate	CA	Italy 9026	70	6/8/2005	6/7/2011	Retail Mall
S.S. 131 - Loc More Corrax	Sestu	CA	Italy 9028	130	4/6/2006	4/5/2014	Retail Mall
Via Dolianova, 35	Cagliari Piri	CA	Italy 9134	49	6/29/2007	6/30/2014	Mall - Hyper Market
Via San Simone, 60	Santa Gilla	CA	Italy 9122	90	8/16/2007	8/15/2014	Mall - Hyper Market
S.S. 87 Sannitica KM. 216 + 256	Teroli	CB	Italy 86039	100	12/10/2006	12/9/2011	Mall - Hyper Market
	Campobasso	CB	Italy 86100	90	11/24/2008	11/23/2013	Mall - Hyper Market
	Montenero Bisaccia	CB	Italy 86036	85	6/5/2008	6/4/2013	Commercial
Via Appia, 7 Km. 181 Loc. Maiorisi	Teano	CE	Italy 81057	86	12/3/2009	12/2/2016	Retail Mall
Via Provinciale Trentola Parete	Trentola Ducenta	CE	Italy 81038	80.62	9/5/2009	9/4/2014	Retail Mall
Località Aumo Strada Statale 87	Marcianise	CE	Italy 81025	92.95	9/27/2007	9/26/2012	Mall - Hyper Market
SS 84, ang. Via Tinari	Lanciano	CH	Italy 66034	59.09	11/13/2008	11/12/2013	Retail Mall
Via Tirino Loc. Santa Filomena	Chieti	CH	Italy 66100	125	9/15/2010	9/14/2014	Mall - Hyper Market
Via Filippo Masci	Chieti	CH	Italy 66100	114	11/15/2007	11/14/2013	Mall - Hyper Market
C. Da Santa Liberata	Ortona	CH	Italy 66026	78	7/22/2006	7/21/2011	Mall - Hyper Market
	San Giovanni Teatino	CH	Italy 66020	84	5/3/2007	5/2/2012	Mall - Hyper Market
Contrada Bigini	San Cataldo	CL	Italy 93017	99	3/29/2010	3/28/2017	Retail Mall
Via Don Orione 45	Bra	CN	Italy 12042	112	9/30/2008	9/29/2020	Retail Mall
Via Guido Martino snc	Cuneo	CN	Italy 12100	91	1/1/2010	12/31/2019	Mall - Hyper Market
Via Savona snc	Cuneo	CN	Italy 12100	84	12/15/2007	12/14/2010	Mall - Hyper Market
Corso Asti, 24	Alba	CN	Italy 12051	78	5/10/2006	5/9/2011	Mall - Hyper Market
Piazza Cerea, 15	Mondovi	CN	Italy 12084	85.13	11/7/2007	11/6/2012	Mall - Hyper Market
Via per Cavolto S.S. 342	Anzano del Parco	CO	Italy 22100	100	6/4/2009	9/30/2016	Retail Mall
Via Asiago, 2	Tavemola	CO	Italy 22100	104	7/1/2010	9/30/2017	Mall - Hyper Market
Via Enzo Ratti, 2	Montano Lucino	CO	Italy 22070	86	2/26/2004	12/31/2010	Mall - Hyper Market
C.so Europa 23	Cantù	CO	Italy 22063	70	7/8/2006	6/30/2013	Mall - Hyper Market
Viale Lombardia 68	Cantù	CO	Italy 20063	75	4/1/2008	3/31/2014	Mall - Hyper Market
	Gadesco						
Via Berlinguer snc	PieveDelmona	CR	Italy 26030	77	3/16/2005	4/19/2016	Mall - Hyper Market
Via La Pira, 18	Crema	CR	Italy 26013	93	9/2/2005	9/1/2011	Mall - Hyper Market
Via Castelleone sn	Cremona	CR	Italy 26100	83	10/31/2006	10/15/2011	Mall - Hyper Market
Via Kennedy	Rende	CS	Italy 87036	71	6/1/2009	5/31/2016	Retail Mall
Industriale di Schiavonea	Corigliano Calabro	CS	Italy 87064	63.5	11/30/2007	11/29/2012	Mall - Hyper Market
Via Quasimodo snc	Gravina di Catania	CT	Italy 95030	96.74	5/5/2009	5/4/2016	Retail Mall
Via Gelso Bianco, snc	Catania	CT	Italy 95121	105	3/16/2010	3/15/2017	Retail Mall
Contrada Valcorrente 23	Belpasso	CT	Italy 95032	135	1/21/2007	12/31/2012	Mall - Hyper Market
Frazione Santa Maria delle Grazie	Acireale	CT	Italy 95024	90	7/11/2007	7/10/2012	Not set
Via Marconi sn	Tremestieri Etneo	CT	Italy 95030	77.55	11/29/2007	11/28/2012	Mall - Hyper Market
S.S. 106 incrocio S.P. 116	Catanzaro	CZ	Italy	70.5	4/7/2009	4/6/2017	Retail Mall
	Maida	CZ	Italy 88025	91	4/24/2008	4/23/2015	Mall - Hyper Market
Via C. Colombo	Forli	FC	Italy 47100	90	11/18/2009	11/17/2014	Mall - Hyper Market
Via XXV Ottobre snc	Forlipopoli	FC	Italy 47034	96	11/24/2005	12/31/2012	Mall - Hyper Market
Via Leopoldo Lucchi, 335 int. 16	Cesena	FC	Italy 47023	86	10/19/2006	10/18/2011	Mall - Hyper Market
Via Copparo 132	Ferrara	FE	Italy 44100	63.13	11/30/2008	11/29/2013	Retail Mall
S.S. Romea 309	Comacchio	FE	Italy 44029	103	7/1/2010	9/30/2017	Mall - Hyper Market
Via Loves Matteo, 2	Cento	FE	Italy 44042	118	12/6/2003	12/31/2010	Mall - Hyper Market
Via Darsena, 73	Ferrara	FE	Italy 44100	93.2	6/18/2005	6/17/2010	Entertainment Center
Via Giusti, 4	Ferrara	FE	Italy 44100	108	9/16/2005	9/15/2010	Mall - Hyper Market
Via Di Prato, 135	Calenzano	FI	Italy 50041	101	10/1/2010	9/30/2018	Mall - Hyper Market
Via San Quirico, 165	Campi Bisenzio	FI	Italy 50013	64.4	11/6/2006	11/5/2011	Mall - Hyper Market
Via Petrosa, 19	Sesto Fiorentino	FI	Italy 50019	76	12/19/2006	12/18/2011	Mall - Hyper Market
S.S. Casillina, Km 81.6	Alatri	FR	Italy 3011	99	12/5/2009	12/4/2014	Retail Mall
Viale Le Lame, 10	Frosinone	FR	Italy 3100	65	7/1/2010	6/30/2015	Mall - Hyper Market



**LEASED
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SCHEDULE 3.5(b)(ii)

		Piedmonte							
ITA1524	C.C. Le Grange	IperConad Via Casilina incrocio	Via Marellò snc	SanGermano	FR Italy	82	11/26/2009	11/25/2014	Mall - Hyper Market
ITA2533	Panorama	Unit 10	Via Casilina Sud Km. 141,376	Cassino	FR Italy	3043 96	11/29/2007	11/28/2012	Mall - Hyper Market
ITA2599	Centro Comm. I Leudi	Unit 4	via Mulinetti, 5	Carasco	GE Italy	16042 65	11/10/2008	11/9/2013	Retail Mall
ITA2606	Centro Bisagno	N° 4 Genova	L.go Bisagno Dalmazia, 75	Genova	GE Italy	16141 79	2/15/2009	2/14/2014	Retail Mall
ITA2648	Le Lampare	N. 15 Arenzano	Via di Francia, 15	Arenzano	GE Italy	16011 116	2/1/2010	1/31/2015	Retail Mall
ITA0526	Centro Comm. FIUMARA	Unit 65	Via Operai Snc	Genova	GE Italy	16149 115	3/10/2007	3/9/2012	Entertainment Center
ITA0572	L'AQUILONE		Via Romairone, 10	Genova	GE Italy	16163 80	1/1/2010	12/31/2014	Mall - Hyper Market
ITA2500	Centro Integrato	di Via Artificiale IL MIRTO, Unit 7	Corso De Stefanis Via G. Pocar, 1 Quartiere	Genova	GE Italy	16139 65	5/1/2007	4/30/2012	Retail Mall
ITA0530	Centro Comm. EMISFERO		Loc. San Polo	Monfalcone	GO Italy	34074 128	1/1/2008	12/31/2012	Mall - Hyper Market
ITA2679	C.C. Aurelia Antica Centro Commerciale	N. 18 Grosseto	Via Aurelia Antica, 42/46	Grosseto	GR Italy	58100 88.85	11/25/2010	11/24/2017	Retail Mall
ITA2595	BENNET		Via Nazionale snc	Pontedassio	IM Italy	18027 48	6/23/2008	6/30/2015	Retail Mall
ITA1502	Centro Comm. LA RIVIERA SHOPVILL	Unit 52/24 PT	Via Pivata Roggeri, 52	Arma di Taggia	IM Italy	18011 90.59	10/24/2005	10/9/2010	Mall - Hyper Market
ITA2671	C.C. In Piazza di Isemia	N. 15 Isemia	S.S. 17 Uscita Isemia Nord Località Nunziatella S.S. 106 Località Passo	Isemia	IS Italy	86170 116	10/23/2010	10/22/2018	Retail Mall
ITA2534	C.C. Le Spighe	Unit 8	Vecchio Km. 249	Crotone	KR Italy	88900 88	12/29/2007	12/28/2012	Mall - Hyper Market
ITA0590	Centro Comm. Meridiana		Via Amendola, 73	Lecco	LC Italy	23900 151	7/16/2005	6/30/2012	Mall - Hyper Market
ITA2505	C.C. Auchan Merate	Via Bergamo 19, Unit 31 PP		Merate	LC Italy	23807 98	5/16/2007	5/15/2014	Mall - Hyper Market
ITA2642	C.C. Mongolfiera	N. 2bis Surbo	S.S. Lecce - Brindisi Km. 1.9	Surbo	LE Italy	73010 86	10/28/2009	10/27/2016	Retail Mall
ITA0538	CENTRO COMMERCIALE FONTI DEL CORVIA Graziani			Livorno	LI Italy	57121 76	6/19/2008	6/18/2013	Retail Mall
ITA2565	Via Grande, 93- Livorno		Via Grande, 93	Livorno	LI Italy	57123 95	10/1/2008	9/18/2014	Retail Mall
ITA2634	Cecina		Corso Matteotti, 163/165	Cecina	LI Italy	57023 94.69	9/30/2009	9/29/2015	Street Front
ITA0535	Centro Comm. Pieve		S.S. 235	Pieve Fissiraga	LO Italy	26854 108	7/1/2010	9/30/2017	Mall - Hyper Market
ITA0568	Centro Comm. AUCHAN		Via Emilia 100	San Rocco Al Porto	LO Italy	26865 68	12/1/2007	11/30/2010	Mall - Hyper Market
ITA1516	Centro Comm. ITACA		Loc. Santa Croce	Fornia	LT Italy	4023 77.5	12/1/2005	11/30/2010	Mall - Hyper Market
ITA1575	C.C. Aprilia 2	Località Vallelata, Unit 58	S.S. Pontina KW 148	Aprilia	LT Italy	4011 111	12/29/2006	12/28/2011	Mall - Hyper Market
ITA0570	Centro Comm. CARREFOUR	Unit 14-15	Via Santissima Annunziata 278	Lucca	LU Italy	55017 135	12/1/2004	11/30/2014	Mall - Hyper Market
ITA2673	C.C. Lentate	N. 14 Lentate sul Seveso	S.S. dei Giovi, 249	Lentate sul Seveso	MB Italy	20030 60	10/17/2010	9/30/2017	Retail Mall
ITA1598	C.C. Civita Center	Zona Mostre, Unit 5	Via G. Gronchi	Marche	MC Italy	62012 85	6/10/2007	6/9/2013	Mall - Hyper Market
ITA2545	Parco Corolla	Unit 6	Via Firenze sn	Milazzo	ME Italy	98057 61	3/11/2008	3/10/2014	Street Front
ITA2610	C.C. Il Destriero Shopping Center	N.3 - Vittuone	Via S.P. 227, n. 2 - DIR (Vittuone/Cislano) Via Palazzi Ang. Corso	Vittuone	MI Italy	20010 79	4/2/2009	4/1/2014	Retail Mall
ITA2624	Buenos Aires	Milano	Via Palazzi Ang. Corso Buenos Aires	Milano	MI Italy	20124 75	10/1/2010	9/30/2016	Street Front
ITA2630	Via Marghera	Milano	Via Marghera, 37	Milano	MI Italy	20100 18	6/15/2009	6/14/2017	Street - Commercial
ITA2662	Il Parco Shopping Center	n. 16 Vanzaghello	Corso Italia, 27	Vanzaghello	MI Italy	20020 80	6/16/2010	9/30/2017	Retail Mall
ITA0531	Centro Comm. Auchan	Unit 64	via Togliatti, 4	Rescaldina	MI Italy	20027 93	11/5/2008	11/4/2015	Retail Mall
ITA0513	Centro Comm. METROPOLI	Unit 93	Via Amoretti, 1	Novate Milanese	MI Italy	20026 85	3/17/2005	3/16/2011	Mall - Hyper Market
ITA0514	Centro Comm. LA FONTANA	Unit 38	Via De Amicis, 2	Cinisello Balsamo	MI Italy	20092 54	7/23/2009	7/22/2017	Mall - Hyper Market
ITA0517	Negoziò		Via Lorenteggio, 22	Milano	MI Italy	20100 65	11/1/2007	10/31/2013	Street - Neighborhood
ITA0520	Centro Comm. BONOLA		Via Quarenghi, 23	Milano	MI Italy	20100 75	11/30/2007	11/29/2013	Mall - Hyper Market

ITA0522	Centro Comm. Bennet		Viale Lombardia, 264	Brugherio Settimo Milanese	MI Italy	20047	120	1/1/2010	3/31/2017	Mall - Hyper Market
ITA0539	Centro Comm. SETTIMO Centro Comm.	Unit 9	Via Reiss Romoli, 16	Milano	MI Italy	20019	82	11/1/2003	10/31/2015	Mall - Hyper Market
ITA0559	CARREFOUR/ASSAGO	Unit 5	Via Milanofiori s.n.c.	Assago SanGiuliano Milanese	MI Italy	20090	110	8/3/2004	8/2/2011	Mall - Hyper Market
ITA0561	Centro Comm. LE CUPOLE	Unit 42	Via Della Pace	Comate D'Adda	MI Italy	20098	136	11/10/2009	11/9/2014	Retail Mall
ITA0562	Centro Comm. IL GLOBO	Unit 48	Via Berlinguer 48 Via Amolfo di Cambio, 2	Milano	MI Italy	20040	125	10/1/2004	9/30/2011	Mall - Hyper Market
ITA0569	Negozio Centro Comm. BICOCCA									
ITA0573	VILLAGE	ang. viale Sarca Via Marco Ulpio Traiano, 79	Via Chiese, 60	Milano	MI Italy	20126	80	5/2/2005	5/1/2011	Entertainment Center
ITA0574	C.C. PORTELLO		ang. Via Grosotto Via Benedetto Croce, 7	Milano Cesano Boscone	MI Italy	20149	78	3/16/2005	3/15/2011	Mall - Hyper Market
ITA0580	Centro Comm. AUCHAN				MI Italy	20090	77	5/15/2008	5/14/2011	Mall - Hyper Market
ITA0586	Cento Comm. CAROSELLO		Strada Provinciale, 208 Km 2 Castano Primo S.S. 34 ang.	Carugate	MI Italy	20061	69	9/22/2009	9/21/2015	Mall - Hyper Market
ITA1503	Centro Comm. Il Gigante	Unit 12	Adua	Castano Primo	MI Italy	20022	94	11/7/2005	11/6/2014	Mall - Hyper Market
ITA1515	Centro Comm. ACQUARIO CENTER		Via G. Galilei s.p. Cassanese	Vignate	MI Italy	20060	84	11/1/2005	10/31/2011	Mall - Hyper Market
ITA1517	Centro Comm. OPERA CENTRO		Via Diaz Via Tiziano Vecellio snc	Opera Villasanta	MI Italy	20090	68	11/1/2005	10/31/2011	Mall - Hyper Market
ITA1523	C.C. Villasanta		Via Garibaldi snc	Limbiato	MI Italy	20058	91	12/12/2006	11/26/2011	Mall - Hyper Market
ITA1528	C.C. Carrefour Limbiato	ex S.S. 527 angolo	Via Garibaldi snc	Limbiato	MI Italy	20051	93	5/4/2006	5/3/2011	Mall - Hyper Market
ITA1533	C.C. Carrefour Giussano	Unit A12	Via Prealpi, 41	Giussano	MI Italy	20034	91	2/28/2006	2/27/2011	Mall - Hyper Market
ITA1545	Negozio		Via Padova 195	Milano Cinisello	MI Italy	20131	65	1/1/2007	12/31/2012	Street - Neighborhood
ITA1546	C.C. Auchan	Unit 71	Via Bettola snc	Balsamo	MI Italy	20092	92	9/1/2007	8/31/2014	Retail Mall
ITA1561	C.C. PIAZZA LODI	Unit 8	Viale Umbria 4 Corso San Gottardo, 34	Milano	MI Italy	20135	89	9/30/2006	9/29/2012	Mall - Hyper Market
ITA1562	Negozio		S.S. 35 Dei Diovi. Località	Paderno Dugnano	MI Italy	20136	58	10/16/2006	10/15/2012	Street - Commercial
ITA1563	C.C. Brianza	Unit 72B	Serviane	Paderno Dugnano	MI Italy	20037	78	11/21/2006	11/20/2011	Mall - Hyper Market
ITA1583	C.so XXII Marzo	Unit angolo Via Mancini	C.so XXII Marzo, 11	Milano	MI Italy	20129	180	11/1/2007	10/31/2013	Street Front
ITA1599	Negozio		Via Piave, 37	Milano	MI Italy	20129	54	5/2/2007	5/1/2013	Street - Neighborhood
ITA2532	Sarca	Unit 247	Via Milanese sn Via Denti 1 angolo Viale	Sesto San Giovanni	MI Italy	20099	83	12/18/2007	12/17/2012	Mall - Hyper Market
ITA2536	Via Denti 1		Romagna	Milano	MI Italy	20133	51	11/1/2007	10/31/2013	Street Front
ITA2537	Centro Comm. La Torre	Unit. 4D, Baggio	via Gozzoli, 130	Milano	MI Italy	20152	58	12/1/2008	11/17/2013	Street - Commercial
ITA2551	Rho Center		Corso Europa 126	Rho	MI Italy	20017	91.3	4/24/2008	4/23/2013	Retail Mall

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SCHEDULE 3.5(b)(ii)

Centro Comm. LA ITA0536 FAVORITA - Mantova	- 5 Jan via C. Beccaria	Mantova	MN Italy	46100	91.8	6/1/2008	5/31/2013	Retail Mall
Centro Comm. ITA0563 QUATTROVENTI	Unit 19 Via Lauger snc	Curtatone Montanara	MN Italy	46010	154	3/10/2005	2/21/2014	Mall - Hyper Market
ITA2641 Grandemilia	N. 23A Modena Via Emilia Ovest, 1480	Modena	MO Italy	41100	70.05	10/30/2009	10/29/2014	Retail Mall
Centro Comm. LA ITA0558 ROTONDA	Unit 50/2 Strada Morane 500/2	Modena	MO Italy	41100	113	11/23/2009	11/22/2014	Mall - Hyper Market
ITA0599 Centro Comm. I PORTALI	Unit 50/B Viale Dello Sport, 50	Modena	MO Italy	41100	92.59	9/12/2005	9/11/2010	Mall - Hyper Market
ITA2601 Centro Comm. Auchan	Unit. 22 Via Pietro Nenni, 54	Mugnano	NA Italy	80018	63	9/11/2008	9/10/2015	Retail Mall
ITA2650 C.C. Auchan	N. 3 Napoli Via Argine, 380	Napoli	NA Italy	80147	113	3/3/2010	3/1/2017	Retail Mall
ITA2665 Corso Italia	Sorrento Corso Italia, 251	Sorrento	NA Italy	80067	53	8/1/2010	7/31/2016	Street - Commercial
ITA2670 C.C. Le Ginestre	N. 43 Volla Viale Michelangelo	Volla	NA Italy	80040	83	11/22/2010	11/21/2015	Retail Mall
ITA2517 Quarto Nuovo	Unit 74 Via Masullo, 76	Quarto	NA Italy	80010	102.79	12/6/2007	12/5/2012	Mall - Hyper Market
ITA2547 Carrefour	Loc. S. Salvatore Via Circumvallazione Esterna Casoria corso Vercelli, 118/a-b	Novara	NO Italy	28100	55	9/25/2008	12/31/2012	Retail Mall
ITA2569 TRONY Centro Comm. SAN	Unit 27 Via Ugo Porzio Gioviana 7	Novara	NO Italy	28100	99	11/21/2007	11/20/2012	Mall - Hyper Market
ITA0556 Centro Comm. AIRONE	Unit 6 Via Libertà 231	Bellinzago Novarese	NO Italy	28043	113	10/23/2004	12/31/2011	Mall - Hyper Market
ITA1570 C.C. Sesia Center	Via Brigata Alpina Taurinense 1	Romagnano Sesia	NO Italy	28078	72	9/21/2006	12/31/2013	Mall - Hyper Market
ITA2531 PratoSardo	Unit 30 Zona Industriale Pratosardo	Pratosardo	NU Italy	8100	82	12/1/2007	11/30/2012	Retail Mall
ITA2637 Forum Palermo Centro Commerciale	N. 18 Roccella Via Torre Ingastone	Palermo	PA Italy	90128	86	11/25/2009	11/24/2014	Retail Mall
ITA2652 Poseidon	N. 49 Carini Via Torre Ingastone	Carini	PA Italy	90044	115	5/18/2010	5/17/2017	Retail Mall
ITA2677 C.C. La Torre	NV 13 Palermo Viale Europa snc Loc. La	Palermo	PA Italy	90145	108	11/23/2010	11/22/2017	Retail Mall
Centro Comm. GALASSIA ITA1520 CENTER	Unit 12A Madonnina via Gorgni 20	Piacenza	PC Italy	29100	115	12/2/2005	12/31/2011	Mall - Hyper Market
ITA1580 C.C. Verbena	Unit 3 loc. Fomace	Castelvetropiacentin	PC Italy	29010	123	9/30/2006	12/31/2013	Mall - Hyper Market
ITA1597 C.C. Gotico Centro Commerciale	Via Emilia Parmense 153/O, Unit 13	Piacenza	PC Italy	29100	70	5/17/2007	5/16/2013	Mall - Hyper Market
ITA2617 Lando	N.27 Conselve Viale dell'Industria, 2	Conselve	PD Italy		82.67	5/28/2009	5/27/2014	Retail Mall
ITA2635 Stazione Ferroviaria Centro Comm. LE	Padova Piazzale della Stazione	Padova	PD Italy	35100	90	9/15/2009	9/14/2015	Street - Commercial
ITA0544 BRENTELLE	Unit 18 Via Della Provvidenza 1	Sameola di Rubano	PD Italy	35030	93	12/4/2009	5/30/2016	Mall - Hyper Market
ITA1581 C.C. Ipercity	Unit 3 Via Verga, 1	Albignasego	PD Italy	35020	65.67	10/24/2006	5/31/2012	Mall - Hyper Market
ITA2501 C.C. Megliadino	Via Vallesella, 5/13, Unit 21	MegliadinoSanFidenzi	PD Italy	35040	81	6/14/2007	6/1/2012	Mall - Hyper Market
ITA2611 Store Pescara	177 C.so Vittorio Emanuele II,	Pescara	PE Italy	65100	90	3/5/2009	1/31/2018	Street - Commercial
ITA2675 C.C. Pescara Nord C. Comm. Aereoporto	N. 56/A Città S. Angelo Via L. Petruzzi, 140/142/144	Città S. Angelo	PE Italy	65013	117	10/6/2010	12/5/2016	Retail Mall
ITA2515 Pescara	Unit 20 Via Tiburtina Valeria, 386	Pescara	PE Italy	65128	54	7/16/2007	7/15/2014	Mall - Hyper Market
ITA2568 Emisfero Perugia Centro Intrattenimento	Unit 22 Località Settevalli via Via Fiesole,1	Perugia	PG Italy	6129	55	11/3/2008	12/31/2013	Retail Mall
ITA1569 Gherlinda	Unit 25/A Via Nervi 6	Ellera di Corciano	PG Italy	6074	92	8/1/2006	7/31/2012	Entertainment Center
ITA2523 Piazza Umbra	Via Bastia 2/4/6 (Via Flaminia KM 147)	Trevi	PG Italy	6039	72	11/25/2007	11/24/2012	Mall - Hyper Market
ITA2564 Corso Matteotti, 27/29	Corso Matteotti, 27/29	Pontedera	PI Italy	56025	76.13	12/1/2008	3/31/2014	Retail Mall
ITA2643 Centro * Pontedera	N. 21 Pontedera Via Umberto Terracini, 1-3	Pontedera	PI Italy	56025	119.7	11/22/2009	1/15/2015	Retail Mall

ITA0581	Centro Comm. CENTRO DEI BORGHI	Frazione Navacchio Via Mestri del lavoro(Via Pian di Pan)	Via Del Fosso Vecchio, 459	Cascina	PI Italy	56021	70.68	3/24/2005	3/23/2011	Mall - Hyper Market	
ITA1589	Emisfero			Fiume Veneto	PN Italy	33080	82	5/14/2008	5/13/2013	Mall - Hyper Market	
ITA0589	Centro Comm. BARILLA CENTER		Galleria Pietro Micheli, 7/a	Parma	PR Italy	43100	120.3	11/17/2006	6/15/2015	Entertainment Center	
ITA0593	C.C. CENTRO TORRI		Via S. Leonardo, 69/a	Parma	PR Italy	43100	71	2/1/2006	1/31/2012	Mall - Hyper Market	
ITA1530	Panorama Mall	Via Sestini, Unit 34		Arcole	Pistoia	PT Italy	51100	88.78	11/30/2006	11/29/2011	Mall - Hyper Market
ITA2604	Corso Cavour, 57			Corso Cavour, 57	Pistoia	PT Italy	51100	51	1/15/2009	12/31/2015	Retail Mall
ITA1543	C.C. Miralfiore piano terra	Unit 58 PT	Fonditori, 14	Pesaro	PU Italy	61100	91	10/15/2006	10/14/2011	Mall - Hyper Market	
ITA2576	Centro Comm. Rossini Center	Unit 7/a- Località Torraccia	Via Yuri Gagarin, snc	Pesaro	PU Italy	61100	73	10/24/2008	9/29/2014	Retail Mall	
ITA0528	Centro Comm. BENNET		Via Case Sparse S.P.x	Vigevano	Parona	PV Italy	27020	110	1/1/2010	3/31/2017	Mall - Hyper Market
ITA0547	Centro Comm. San Martino		Strada Prov.x Mortara, 3	SanMartinoSiccomario	PV Italy	27020	98	3/20/2004	6/30/2011	Mall - Hyper Market	
ITA0575	Centro Comm. IL DUCALE		Viale Industria, 225	Vigevano	PV Italy	27029	108	3/16/2010	3/15/2017	Mall - Hyper Market	
ITA1500	Centro Comm. Montebello	Unit 13	Via ing. Mazza, 50	Montabello/Battaglia	PV Italy	27054	96	7/21/2005	7/13/2011	Mall - Hyper Market	
ITA2539	Carrefour	Unit 24	Via Vigentina (Angolo Via Cassani)	Pavia	PV Italy	27100	87	12/6/2007	12/5/2012	Mall - Hyper Market	
ITA0598	Centro Comm. IL GLOBO	Unit 11	Via Foro Boario, 30	Lugo di Romagna	RA Italy	48022	85.31	10/24/2005	10/23/2010	Retail Mall	
ITA2619	C.C. Le Maioliche	N. 9 (Faenza)	Via Bisaura, 1/3	Faenza	RA Italy	48018	86.1	6/4/2009	6/3/2017	Retail Mall	
ITA2658	C.C. Centro ESP	N. 34 - Ravenna	Via Marco Bussato, 46	Ravenna	RA Italy	48124	61.2	5/27/2010	5/26/2015	Retail Mall	
ITA1572	C.C. La Gru	Unit 14	Strada Statale. 106 KM. 106	Siderno	RC Italy	89048	79.2	12/16/2006	12/15/2011	Mall - Hyper Market	
ITA2579	Porto Bolaro	n. 5 Reggio Calabria	Via Nazionale San Leo	Pellaro	RC Italy	89134	86	2/19/2009	2/18/2016	Retail Mall	
ITA2602	C.C. Porto degli Ulivi	N. 55-56 - Rizziconi	Strada Provinciale, 1 Loc.	Sandalli	Rizziconi	RC Italy	89016	82.56	6/27/2009	6/26/2014	Retail Mall
ITA0592	C.C. Meridiana	Unit 15	Via J.F.Kennedy, 27	Reggio Emilia	RE Italy	42100	96.87	7/1/2005	6/30/2011	Mall - Hyper Market	
ITA1593	C.C. I Petali Di Reggio	Unit 33	Piazzale Azzurri d'Italia, 1	Reggio Emilia	RE Italy	42100	115	5/18/2007	5/17/2012	Entertainment Center	
ITA1551	C.C. Le Masserie	Unit 56	Via Achille Grandi Contrada Varino Croce SP	Ragusa	RG Italy	97100	83.33	10/26/2006	10/25/2011	Retail Mall	
ITA1596	C.C. Ibleo	Via Delle Americhe sn, Unit 36	52 km 1+400	Ragusa	RG Italy	97100	67.9	5/11/2007	5/10/2012	Mall - Hyper Market	
ITA1585	Via Roma 99/101	Via Roma 99/101		Rieti	RI Italy	2100	85	1/1/2008	9/30/2019	Street - Commercial	
ITA2661	C.C. Perseo	N. 8 Rieti	Via Mercanti - Loc. Giardino	Rieti	RI Italy	2100	65	6/17/2010	6/16/2015	Retail Mall	
ITA0551	Centro Comm. Auchan	Unit 14	Via Pollio Alberto 50	Casal Bertone	RM Italy	159	74	5/1/2007	5/31/2010	Mall - Hyper Market	
ITA0560	Centro Comm. PRIMAVERA SHOPPING	Unit 2	Viale Della Primavera, 194	Roma	RM Italy	172	108.51	5/1/2010	4/30/2013	Mall - Hyper Market	
ITA0565	Centro Comm. CARREFOUR TOR VERGATA	Unit 2	Via Schiavonetti snc	Tor Vergata	RM Italy	100	107	12/1/2004	11/30/2011	Mall - Hyper Market	
ITA0583	Centro Comm. LEONARDO		Via Bramante snc	Fiumicino Roma	RM Italy	54	115.1	11/19/2005	11/9/2010	Mall - Hyper Market	

ITA0584 Centro Comm. CASSETTA MATTEI
ITA1507 C.C. Ponte Milvio
ITA1518 C.C. Bufalotta
ITA1519 Centro Comm. SEDICI PINI
ITA1527 C.C. Roma Est
ITA1538 C.C. La Scaglia
ITA1564 C.C. Torresina
ITA1566 C.C. Casilino
ITA1586 C.C. Porta Di Roma
ITA1588 C.C. Euroma 2
ITA1590 Colleferro
ITA1595 C.C. Gulliver
ITA2519 Viale Ippocrate, 11
ITA2546 Guidonia
ITA2557 Via Appia Nuova,143
ITA2562 Via Conca D'Oro, 379/381
ITA2571 Via Dei Colli Portuensi, 438
ITA2573 Centro Commerciale Cinecittà Due
ITA2574 Via delle Baleniere,9

ITA2575 via dell'Acqua Bullicante, 243B/C-245

ITA2577 Centro Comm. Roma Domus
ITA2618 Roma Tuscolana
ITA2655 C.C. Zodiaco
ITA2656 C.C. LA ROMANINA
ITA2666 C.C. Bracciano

ITA2668 C.C. The Village Parco dei Medici
ITA2676 C.C. Roma Est
ITA2683 Via dei Settebagni
ITA1504 Centro Comm. LE BEFANE RIMINI SUD
ITA1506 Centro Comm. I MALATESTA

ITA1514 Centro Comm. IL FARO
ITA2600 Centro Comm. Il Porto

ITA1567 C.C. Maxi Mall
ITA2588 Centro Comm. Le Ginestre
ITA2631 C.C. Pegaso

ITA1584 Edificio Lineare Porta Siena
ITA2583 Centro Comm. I GELSI
ITA2609 VIAREGGIO
ITA1534 C.C. Fuentes

ITA2509 C.C. La Fabbrica
ITA2594 Centro Comm. IL GIARDINO
ITA2664 Parco Commerciale Belvedere
ITA1522 Centro Comm. Olbia
ITA1531 Negozio Sassari
ITA2510 Via Porto Torres
ITA1539 C.C. IL Gabbiano
ITA1571 Negozio
ITA2649 C.C. Le Serre
ITA2657 C.C. Tramontana
ITA1576 C.C. Val Vibrata
ITA2527 C.C. Gran Sasso
ITA1513 Centro Comm. MILLENIUM
ITA2506 C.C. Top Center
ITA2548 Shop Center Valsugana
ITA2555 Via Oss Mazzurana
ITA0519 Centro Comm. LE FORNACI
ITA0533 Centro Comm. AUCHAN
ITA0540 Centro Commerciale Carrefour
ITA0564 Centro Comm. PANORAMA
ITA0596 Centro Comm. LA PIAZZETTA
ITA1505 Centro Comm. CASELLE CENTER
ITA1535 C.C. Parco Dora
ITA1536 C.C. Intrattenimento
ITA1547 C.C. Shopville Le Gru
ITA1587 Corso Francia, 3

ITA1592 Corso De Gasperi, 57
 ITA2512 [8] Gallery
 ITA2520 Via Garibaldi, 40
 ITA2526 Mille City Center
 ITA2581 Centro Comm Le Due Valli
 ITA2587 Via PO

Unit 27 Unit 5 PT Unit 26 Località Lunghezza Unit 26 Unit 28 Unit 6

Località Bufalotta, Unit 59 PT Unit T.111-112 Unit 16 Unit 21 Viale Ippocrate, 11 Località Martellona

Unit 13+18 1° livello

Unit 22
 Roma

N. 2 - Anzio
 N. 129C - Roma
 N. 37 Bracciano
 N. 2/A N.2/B Roma
 N. 217 Roma

Roma
 Unit 126
 Unit 20

Unit 46

Unit 82

Località Oliveto - unit 19 N. A2 (Pagani)

Unit 201B
 Unit. 4
 VIAREGGIO
 Unit 51

Via Cesare Arzelà sn, Unit 23 Unit 22 N. 32 Melilli Unit 41 PP

Località Predda Niedda, Unit 20 PT

Unit 2

N. 23 Albenga
 N. 2B Vado Ligure

Unit 92

Via Brennero, 320

Unit 33
 Unit 38/B
 Unit 16
 Unit 4
 Unit 1
 Unit 12

45° Nord, Unit 28
 Unit 271

Unit 230G
 Via Garibaldi, 40
 Unit 7
 unit 2

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

Via Dei Sampieri, 92	Roma	RM	Italy 148	126.63	5/23/2005	5/22/2013	Mall - Hyper Market
	Roma	RM	Italy	83.54	5/7/2008	4/21/2016	Retail Mall
Via Niccodemi, 103	Roma	RM	Italy 137	108	6/20/2006	6/20/2011	Mall - Hyper Market
Via del Mare KM 16.800	Pomezia	RM	Italy 143	118.15	12/23/2005	12/1/2010	Mall - Hyper Market
Via Collatina km. 12,800	Roma	RM	Italy 132	131.49	3/31/2007	3/30/2012	Mall - Hyper Market
Via Aurelia Km 76	Civitavecchia	RM	Italy 53	83	3/26/2007	12/31/2012	Mall - Hyper Market
Via Andrea Barbato 31	Roma	RM	Italy 168	68.67	12/1/2006	11/30/2012	Mall - Hyper Market
Via Casilina, 1011	Roma Casilino	RM	Italy 169	106	11/1/2006	10/30/2011	Mall - Hyper Market
Via delle Vigne Nuove	Roma	RM	Italy 139	71	7/15/2007	7/14/2014	Mall - Hyper Market

	Roma	RM	Italy 144	99.2	6/23/2008	6/22/2013	Mall - Hyper Market
Via Casilina KM. 49	Colleferro	RM	Italy 34	59.3	2/29/2008	2/28/2013	Mall - Hyper Market
Via Della Lucchina, 96	Roma	RM	Italy 135	82.5	4/30/2007	4/29/2015	Retail Mall
	Roma	RM	Italy 161	75	10/31/2007	10/30/2013	Street - Neighborhood
S.S. 5 Via Tiburtina Valeria	Guidonia Montecelio	RM	Italy 12	110.4	4/2/2009	4/1/2014	Mall - Hyper Market
Via Appia Nuova, 143	Roma	RM	Italy 183	48	7/1/2008	6/30/2014	Retail Mall
via Conca D'Oro, 379/381	Roma	RM	Italy 141	88.34	9/1/2008	8/10/2014	Retail Mall
Via Dei Colli Portuensi, 438	Roma	RM	Italy 151	65.95	11/16/2008	5/14/2012	Retail Mall
	Roma	RM	Italy 187	60	11/15/2008	11/14/2013	Retail Mall
Via delle Baleniere,9	Ostia Lido	RM	Italy 121	54.14	7/1/2008	6/30/2014	Retail Mall
via dell'Acqua Bullicante, 243B/C-245	Roma	RM	Italy 177	71.12	8/1/2008	7/31/2014	Retail Mall
Via Bernardino Alimena, 111/11	Roma	RM	Italy 173	89.23	10/28/2008	10/27/2015	Retail Mall
Via Tuscolana, 905/B - 907	Roma	RM	Italy 100	103.5	5/1/2009	4/30/2015	Retail Mall
Via della Fonderia, 1	Anzio	RM	Italy 42	70	5/1/2010	4/30/2015	Retail Mall
Via Enrico Ferri, 8	Roma	RM	Italy 173	69	4/29/2010	4/28/2017	Retail Mall
Via Le Palme, snc	Bracciano	RM	Italy 62	55	9/1/2010	8/31/2017	Retail Mall
Viale Salvatore Rebecchini, 3	Roma	RM	Italy	100	10/18/2010	10/18/2016	Retail Mall
Via Collatina Km 12.800	Roma	RM	Italy 132	50.53	10/14/2010	10/13/2017	Retail Mall
Via dei Settebagni, 745	Roma	RM	Italy 138	34.5	11/18/2010	11/17/2011	Store in Store
Via Caduti di Nassirija, 20	Rimini Sud	RN	Italy 47900	86	11/20/2005	11/19/2010	Mall - Hyper Market
Via Emilia, 150	Rimini Nord	RN	Italy 47900	118.72	12/3/2005	12/2/2010	Mall - Hyper Market
Via Orlando Scavazza, 1769	Giacciano/Baruchella	RO	Italy 45020	109.9	12/17/2005	12/16/2012	Mall - Hyper Market
P.le Rovigno, 1	Adria	RO	Italy 45011	40	12/1/2008	11/30/2013	Retail Mall
Via Pacinotti snc Loc. Scontrafata	Pontecagnano Faiano	SA	Italy 84098	99	11/30/2006	11/29/2011	Mall - Hyper Market
via SS 18	Villamare di Vibonati	SA	Italy 84079	90	12/11/2008	11/30/2013	Retail Mall
A. de Gasperi, 340	Pagani	SA	Italy 84016	62	7/11/2009	7/10/2014	Retail Mall
Piazzale Carlo Rosselli, 22 int. 4	Siena	SI	Italy 53100	92	1/26/2008	1/25/2016	Retail Mall
Via P.P. Pasolini, 1/R	Sinalunga	SI	Italy 53048	63	12/1/2008	11/30/2015	Retail Mall
VIA CESARE BATTISTI, 70	VIAREGGIO	SI	Italy 55049	100	3/1/2009	5/31/2016	Street - Commercial
Via La Rosa	Piantedo	SO	Italy 23010	93.85	12/1/2006	11/30/2011	Mall - Hyper Market
	SantoStefanoValDiMag SP		Italy 19030	87	10/25/2007	10/24/2012	Mall - Hyper Market
Contrada Riscione	Avola	SR	Italy 96012	75	11/27/2008	11/26/2015	Retail Mall
Viale E. Garrone	Meillili	SR	Italy 96010	106	6/28/2010	6/27/2017	Retail Mall
Loc. Sa Marinedda	Olbia	SS	Italy 7026	73	1/1/2006	12/31/2012	Mall - Hyper Market
Via Dei Mille, 17	Sassari	SS	Italy 7100	50	3/1/2006	2/28/2012	Street - Commercial
Via Porto Torres	Sassari	SS	Italy 7100	63	5/16/2007	5/15/2014	Mall - Hyper Market
Corso Ricci 203	Savona	SV	Italy 17100	109	7/1/2006	6/30/2011	Mall - Hyper Market
Via Vittorio Veneto 44	Allassio	SV	Italy 17021	65	12/10/2006	12/31/2014	Street - Commercial
Regione Bagnoli, 37	Albenga	SV	Italy 17031	105	4/8/2010	4/7/2015	Retail Mall
Via Montegrappa, 1	Vado Ligure	SV	Italy 17047	103	9/2/2010	9/1/2015	Retail Mall
Contrada Riomoro	Colonnella Teramo	TE	Italy 64010	71	12/31/2006	12/30/2011	Mall - Hyper Market
Località Piano d'accio	Teramo	TE	Italy 64100	81	11/22/2007	11/21/2012	Mall - Hyper Market
Via del Garda, 167	Rovereto	TN	Italy 38068	120	11/22/2005	11/21/2012	Retail Mall
	Trento	TN	Italy 38100	100	6/11/2007	6/10/2013	Retail Mall
Via Tamarisi, 2	Pergine Valsugana	TN	Italy 38057	50	7/1/2008	6/30/2014	Mall - Hyper Market
via Oss Mazzurana, 33	Trento	TN	Italy 38100	38	5/10/2008	8/31/2017	Not set
Strada Torino, 30/32	Beinasco	TO	Italy 10092	72	2/15/2007	2/14/2012	Mall - Hyper Market
Corso Romania, 460	Torino	TO	Italy 10100	70	3/16/2009	3/15/2016	Mall - Hyper Market
via Spagne,12	Collegno	TO	Italy 10093	86	11/26/2008	11/25/2013	Retail Mall
Strada Settimo, 371	San Mauro Torinese	TO	Italy 10099	81	11/19/2009	11/18/2014	Mall - Hyper Market
Via Nizza, 5	Rivoli	TO	Italy 10098	74.17	8/1/2005	7/31/2011	Retail Mall
Strada Torino, 23	Caselle Torinese	TO	Italy 10072	98	10/6/2005	12/31/2011	Mall - Hyper Market
Via Livorno, 51	Torino	TO	Italy 10144	120	8/1/2006	7/31/2011	Mall - Hyper Market
Via Postiglione Zona Vadò	Moncalieri	TO	Italy 10024	87	2/15/2007	2/14/2013	Entertainment Center
Via Crea, 10	Grugliasco	TO	Italy 10095	55.6	7/1/2006	6/30/2011	Mall - Hyper Market
Corso Francia, 3	Torino	TO	Italy 10138	179	1/21/2008	10/1/2015	Street Front
Corso De Gasperi, 57	Torino	TO	Italy 10129	55	1/15/2008	1/14/2014	Street Front
Via Nizza, 262	Torino	TO	Italy 10126	87	11/7/2007	11/6/2012	Retail Mall
	Torino	TO	Italy 10122	33.95	12/1/2007	11/30/2013	Street - Commercial
Via Giordano Bruno, 142	Torino	TO	Italy 10134	64	11/7/2007	12/31/2014	Mall - Hyper Market
via Poirino snc	Pinerolo	TO	Italy 10064	80.4	11/24/2008	11/23/2013	Retail Mall
Via Po, 26	Torino	TO	Italy 10124	36.86	12/10/2008	12/9/2014	Retail Mall



ITA2593 Centro Comm. Rivarolo Urban Center
ITA2627 Snos Gallery Centre
ITA2645 C.C. Auchan Rivoli
ITA2639 Centro Commerciale Cospea
ITA0532 Centro Comm. Le Torri d'Europa
ITA0571 Centro Comm. UPIM
ITA1554 C.C. Giulia
ITA2607 Centro Commerciale Montedoro Free Time
ITA0549 Centro Comm. I GIARDINI DEL SOLE
ITA0566 Centro Comm. TIZIANO
ITA2592 Centro Comm. Famila
ITA2680 C.C. Conè
ITA0525 Centro Comm. Città Fiera
ITA0543 Centro Comm. ALPE ADRIA
ITA2516 C.C. Pradamano
ITA2542 Fruili
ITA0510 Centro Comm. DAVERIO
ITA0516 Centro Comm. MALPENSA
ITA0595 Centro Comm. LE CORTI
ITA1559 C.C. Belforte
ITA1574 C.C. Le Betulle
ITA2647 Campo dei Fiori
ITA1529 C.C. Le Isole

ITA2508 C.C. Valdossia Shopping Center

ITA2589 Centro Comm Le Grange
ITA2659 C.C. CARREFOUR
ITA0588 Centro Comm. ADRIATICO
ITA2535 Panorama
ITA2549 Centro Le Barche
ITA2621 C.C. Centro Piave

ITA0521 Centro Comm. Palladio
ITA1542 C.C. Carrefour
ITA2629 C.C. Le Piramidi
ITA2636 Il Grifone Shopping Center
ITA0541 Centro Comm. LA GRANDEMELA
ITA0597 Centro Comm. LE CORTI VENETE
ITA1510 Centro Comm. GRAND'AFFI
ITA1573 Verona Uno
ITA2563 Centro Commerciale Galassia
ITA2644 C.C. San Bonifacio

ITA2660 C.C. AUCHAN
ITA2632 C.C. SANT'IGNAZIO
ITA2514 C. C. Tuscia
ITA2518 Corso Italia 41
ITA2521 C.C. Vibo Center
ITA2580 Centro Comm. GLI ORSI
ITA2586 Centro Comm. Carrefour di Siracusa

ITA2615 Corso della Repubblica, 163
ITA2616 Centro Luna
ITA2623 La Fornace

Jolt Offices

Estuary House

8001 12 Lower Liffey Street
8004 Unit 12
8005 Unit 6
8006 10 Mitchell Street
8007 12 Lower Liffey St
8008 16 Henry Street
8009 Unit 1 Block D
8010 Unit 41-43 Omni Park SC
8011 18 O'Connell St
8012 Unit 11X
8013 Unit 33
8014 Unit 22
8015 Unit 7A Donaghmede S.C.
8016 Unit 25

8017 Unit 14 Clarehall S.C.
 8018 23 Golden Island S.C.
 8019 7 Upper Georges Street
 8021 14 South Main Street
 8022 7 Russell Street
 8023 Unit 2 Ground Floor

Unit 16

N. 115 - Torino
 N. 1 Rivoli
 N. 21 Terni

Unit 214

Triesta Upim - Corso Italia, 18

N. 37 Muggia Unit 49

Fraz. Olmi, Unit 46/47 Unit 20 N. 17 Conegliano Unit 18 Unit 59

Unit 20/21
 Unit 35
 Unit 47

Unit 4

N. D18 Gavirate

Ipercoop - (EX Centrolaghi), Unit 42

Unit 6

unit 3
 N. 28/29 Vercelli

Unit 18

Piazza XXVII Ottobre, 1 N. 36 - San Donà di Piave

Unit 33

N. II/19 - Torri di Quartesolo
 N. 5 Bassano del Grappa

Unit 11 (ex 10)
 Unit 20
 Unit 21
 unit 9

N. 29-30 San Bonifacio
 n. 11 Bussolengo
 N. 5 Villacidro

Località Riello, Unit 35

s.s. 18 Zona Aeroporto, Unit 36 unit 17 Unit 26

Latina N 8 Sarzana Jesi

6-7 St. Stephen's Green

Swords Business Park Liffey Street Market Cross Shopping Centre Corbettscourt Shopping Centre Clonmel Douglas Court Shopping Centre 16 Henry Street Ground Floor, Courtyard S.C., Newbridge Swords Rd, Santry Ennis Crescent Shopping Centre - Dooradoyle Parkway Shopping Centre Fairgreen Shopping Centre Grange Rd.

Blackpool Shopping Centre Malahide Road Athlone Dun Laoghaire Main Street Tralee Lyster Square

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

Corso Indipendenza, 74	Rivarolo Canavese	TO	Italy	10086	73.4	12/4/2008	12/3/2013	Retail Mall
Corso Mortara, 2	Torino	TO	Italy	10100	84	6/24/2009	6/23/2017	Retail Mall
Corso Susa	Rivoli	TO	Italy	10098	50	12/1/2009	11/30/2016	Retail Mall
Via Montefiorino, 12	Terni	TR	Italy	5100	52.97	11/1/2009	10/31/2014	Retail Mall
Via Italo Svevo, 14	Trieste	TS	Italy	34144	116	2/20/2003	2/19/2011	Mall - Hyper Market
ang. via San Iazзарo	Trieste	TS	Italy	34122	60	2/11/2010	2/10/2015	Store in Store
Via Giulia, 75/3	Trieste	TS	Italy	34126	78.22	8/5/2006	8/4/2011	Mall - Hyper Market
Via Flavia di Stramare	Muggia	TS	Italy	34015	83.04	3/11/2009	3/10/2014	Retail Mall

Galleria Europa, 22	Castelfranco Veneto	TV	Italy	31033	78	5/10/2004	5/9/2011	Mall - Hyper Market
Via Postumia Ovest, 76	San BiagioDiCallalta	TV	Italy	31050	105	12/1/2004	3/31/2014	Mall - Hyper Market
Via Campi, 1	Mareno di Piave	TV	Italy	31010	84	11/17/2008	11/16/2014	Retail Mall
Via San Giuseppe	Conegliano	TV	Italy	31015	92.96	11/25/2010	11/24/2017	Retail Mall
Via Cotonificio, 22	Torreano Martignacco	UD	Italy	33035	77	10/1/2007	9/30/2012	Mall - Hyper Market
S.S. 13 Pontebbana, 53	Cassacco	UD	Italy	33010	113	11/3/2009	5/30/2016	Mall - Hyper Market
Via Nazionale, 108	Pradamano	UD	Italy	33040	100	8/28/2007	6/30/2014	Mall - Hyper Market
Via Nazionale, 127	Tavagnacco	UD	Italy	33010	74	1/31/2008	1/30/2013	Mall - Hyper Market
Via Le Industria, 1	Daverio	VA	Italy	21020	49	10/7/2010	10/6/2016	Mall - Hyper Market
Via Lario, 37	Gallarate	VA	Italy	21013	105	12/5/2007	12/4/2013	Mall - Hyper Market
Piazza Repubblica, 25	Varese	VA	Italy	21100	109	8/15/2005	8/14/2010	Retail Mall
Viale Belforte, 315	Varese	VA	Italy	21100	76	11/29/2006	11/28/2011	Mall - Hyper Market
Via per Busto Arsizio 11	Solbiate Olona	VA	Italy	21058	111	2/10/2007	2/9/2012	Mall - Hyper Market
Viale Ticino, 82	Gavirate	VA	Italy	21026	80	12/15/2009	12/14/2014	Retail Mall
Corso Marconi snc	Gravellona Toce	VB	Italy	28883	85	6/6/2006	6/30/2013	Mall - Hyper Market
S.S. 33 del Sempione Angolo								
Via Garibaldi	Crevoladossola	VB	Italy	28865	82.08	6/14/2007	6/13/2012	Mall - Hyper Market
Strada Vicinale Cantarana, 1	Vercelli	VC	Italy	13100	60	11/15/2008	3/31/2016	Retail Mall
Tangenziale Sud	Vercelli	VC	Italy	13100	83	6/30/2010	6/29/2016	Retail Mall
Via Prati Guori, 29	Portogruaro	VE	Italy	30026	71	5/23/2010	5/22/2011	Mall - Hyper Market
Via Sertorio Orsato 13/15	Marghera	VE	Italy	30175	90.36	12/30/2007	12/29/2012	Mall - Hyper Market
(2° Livello Interno Coin)	Mestre	VE	Italy	30172	32.83	3/6/2008	3/5/2013	Retail Mall
Galleria Piave, 1	San Donà di Piave	VE	Italy	30027	126.28	5/19/2009	5/18/2014	Retail Mall
S.S. Padana 11 verso								
Padova, 60	Vicenza	VI	Italy	36100	136	9/23/2007	12/31/2012	Mall - Hyper Market
Via Del Terziario, 2/4/6	Thiene	VI	Italy	36016	86	9/7/2006	9/8/2012	Mall - Hyper Market
Via Pola, 20	Torri di Quartesolo	VI	Italy	36040	69.25	6/1/2009	5/31/2016	Retail Mall
Via Capitalvecchio, 88	Bassano del Grappa	VI	Italy	36061	88	11/24/2009	11/23/2014	Retail Mall
Via Trentino 1	Lugagnano di Sona	VR	Italy	37060	100	10/13/2004	10/12/2011	Retail Mall
Via Del Commercio	S.MartinoBuonAlbergo	VR	Italy	37036	94	9/14/2010	9/13/2015	Mall - Hyper Market
Località Canove snc	Affi (Vr)	VR	Italy	37010	73	11/19/2005	11/18/2011	Mall - Hyper Market
Via Monte Cristallo snc	SanGiovanni Lupatoto	VR	Italy	37057	114	12/21/2007	12/20/2013	Not set
via Mantova snc	Legnago	VR	Italy	37045	93	9/24/2008	9/23/2014	Retail Mall
Via Sorte, snc	San Bonifacio	VR	Italy	37047	98	11/12/2009	11/11/2015	Retail Mall
Strada Statale 11 - Loc.								
Ferlina	Bussolengo	VR	Italy	37012	55	7/1/2010	6/30/2017	Retail Mall
Zona Industriale Strada C1	Villacidro	VS	Italy	9039	83	7/15/2009	7/14/2014	Retail Mall
Via Tangenziale Ovest	Viterbo	VT	Italy	1100	66.62	7/20/2007	7/19/2012	Mall - Hyper Market
Corso Italia, 41	Viterbo	VT	Italy	1100	80	6/15/2007	6/14/2012	Street - Commercial
	Vibo Valentia	VV	Italy	89900	82	10/31/2007	10/30/2012	Mall - Hyper Market
via Domenico Modugno, 3a	Biella		Italy	13900	106	9/11/2008	9/10/2013	Retail Mall
Via Necropoli del Fusco	Siracusa		Italy	96100	66	10/27/2008	10/26/2015	Retail Mall
Corso della Repubblica, 163	Latina		Italy		84	5/1/2009	4/30/2015	Street Front
Via Variante Cisa, 40	Sarzana		Italy		61.88	3/23/2009	3/22/2014	Retail Mall
Piazza Caduti sul Lavoro	Jesi		Italy		65.5	4/1/2009	3/31/2015	Retail Mall
	Dublin			2				Offices
	Swords		Ireland		15000			Offices and Distribution
Dublin	Dublin		Ireland	00001				
Kilkenny	Kilkenny		Ireland					
Galway	Galway		Ireland					
Clonmel	Tipperary		Ireland					
Douglas	Cork		Ireland					
Dublin	Dublin		Ireland	00001				
Newbridge	Kildare		Ireland					
Dublin	Dublin		Ireland	00009				
Ennis	Clare		Ireland					
Dooradoyle	Limerick		Ireland					
Limerick	Limerick		Ireland					
Barrack St	Carlow		Ireland					
Dublin	Dublin		Ireland	00013				

Cork	Cork	Ireland	
Dublin	Dublin	Ireland	00013
Athlone	Athlone	Ireland	
Dublin	Dublin	Ireland	
Wexford	Wexford	Ireland	
Tralee	Tralee	Ireland	
Portlaoise	Portlaoise	Ireland	

Berlin Steglitz, Das Schloss		Schloßstr 34	Berlin	BN	Germany 12163	110	2/13/2006	3/31/2016	Retail Mall
DEU0791 Rathaus Center Pankow		Breite Strasse 20	Berlin-Pankow	BN	Germany 13187	110	10/6/2006	12/31/2016	Retail Mall
DEU0797 Berlin Ring Center I	Frankfurter Allee 111		Berlin	BN	Germany 10247	89.89	12/1/2006	12/31/2016	Retail Mall
DEU1702 Schloß-Strassen Center		Bundesallee 96 - 103	Berlin	BN	Germany 12161	95	2/2/2007	1/31/2012	Retail Mall
DEU1713 Wilmersdorf Arcaden		Wilmersdorferstr. 46	Berlin	BN	Germany 10627	96	9/12/2007	9/30/2017	Retail Mall
DEU1721 Berlin Maerkische Zeile		Senftenberger Ring 17	Berlin	BN	Germany 13439	63.8	10/1/2007	12/31/2017	Shopping Centre
DEU0709 Haven Hööv't		Zum Alten Speicher 1	Bremen-Vegesack	BR	Germany 28759	86.3	3/13/2003	3/31/2013	Retail Mall
DEU0738 Bremen, Rolandcenter		Alter Dorfweg 30 - 50	Bremen	BR	Germany 28259	87.36	1/1/2010	12/31/2014	Retail Mall
DEU0758 Berliner Freiheit		Berliner Freiheit 11	Bremen	BR	Germany 28327	96.19	8/1/2010	7/31/2015	Retail Mall Street - High
DEU1728 Potsdam		Brandenburgerstr. 17	Potsdam	BR	Germany 14467	100	10/15/2007	10/14/2017	Commercial Street - High
DEU1757 Obemstr.56 Bremen	Obemstr.56		Bremen	BR	Germany 28195	136	8/1/2008	6/30/2016	Commercial
DEU0711 Kempten, Forum		August-Fischer-Platz 1	Kempten	BV	Germany 87435	133.64	8/27/2003	9/30/2013	Retail Mall
DEU0716 Nürnberg, Mercado		Außere Bayreuther Str. 80	Nürnberg	BV	Germany 90491	116.4	10/10/2003	12/31/2013	Retail Mall
DEU0726 Nürnberg, Citypoint		Breite Gasse 5	Nürnberg	BV	Germany 90402	79.9	9/2/2004	9/30/2014	Retail Mall
DEU0731 Citygalerie		Goldbacher Str. 2	Aschaffenburg	BV	Germany 63739	107.14	9/24/2004	9/23/2014	Retail Mall
DEU0736 Regensburg Arcaden		Friedenstr. 23	Regensburg	BV	Germany 93053	88	11/5/2004	12/31/2014	Retail Mall
DEU0761 Fürth Schwabacherstr.		Schwabacher Str. 38	Fürth	BV	Germany 90762	116	8/1/2005	7/31/2015	Street Front
DEU0764 Deggendorf, Degg's		Hans-Krämer-Str. 31	Deggendorf	BV	Germany 94469	129	8/25/2005	9/30/2015	Retail Mall
DEU0771 Abensberg		Straubinger Str. 49	Abensberg	BV	Germany 93326	110	9/15/2010	9/14/2015	Retail Mall
DEU0774 Center		Glogauer Str. 30-38	Nürnberg	BV	Germany 90473	133.73	10/21/2005	12/31/2015	Retail Mall
DEU0787 EKZ		Weichser Weg 5	Regensburg	BV	Germany 93059	120	3/16/2006	2/28/2016	Retail Mall
DEU0795 Hallstadt Market Center	Michelinstr. 142		Hallstadt (Bamberg)	BV	Germany 96103	108.98	3/15/2010	12/31/2016	Retail Mall
DEU0796 Riem Arcaden	Willy-Brandt-Platz 5		München	BV	Germany 81829	79	12/1/2006	12/31/2016	Retail Mall
DEU1712 Erlangen Arcaden		Nürnbergerstr. 7	Erlangen	BV	Germany 91052	91	8/21/2007	9/30/2017	Retail Mall
DEU1718 Fritz EKZ		Fritz-Hemschuch-Str. 9	Kulmbach	BV	Germany 95326	105.53	10/1/2007	9/30/2017	Retail Mall
DEU1756 Hauptbahnhof München	Am Hauptbahnhof Platz 2		München	BV	Germany 803354	64.2	9/1/2008	8/31/2013	Retail Mall
DEU1778 Center		Hohenzollnering 58	Bayreuth	BV	Germany 95444	117.56	10/15/2008	12/31/2018	Retail Mall
DEU1786 Schweinfurt Stadtgalerie		Schrammstr. 5	Schweinfurt	BV	Germany 97421	118	2/12/2009	3/31/2019	Retail Mall
DEU1787 Memmingen Illerpark		Fraunhoferstr.8	Memmingen	BV	Germany 87700	101.59	3/1/2009	3/31/2015	Retail Mall
DEU0720 Konstanz, Lago		Bodanstr. 1 - 3	Konstanz	BW	Germany 78462	111	3/19/2004	3/31/2014	Retail Mall
DEU0730 Schlossarcaden		Karlstr. 12	Heidenheim/Brenz	BW	Germany 89518	98.75	8/25/2004	10/31/2014	Retail Mall

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DEU0740 Leonberg, Leocenter		Leonberger Str. 98-108 Leonberg Westliche Karl- Friedrich-Str.	BW	Germany	71229 83	1/17/2005	3/31/2015	Retail Mall
Pforzheim, Schlössle- DEU0745 Galerie		78-86	Pforzheim	BW	Germany	75172 117	2/23/2005	3/31/2015 Retail Mall
DEU0746 Stuttgart-Vaihingen		Schwabenplatz 1	Stuttgart	BW	Germany	70563 141.01	4/4/2005	4/3/2015 Retail Mall
DEU0762 Karlsruhe, Ettlinger Tor		Ettlinger-Tor-Platz 1	Karlsruhe	BW	Germany	76133 76.31	8/24/2005	9/30/2015 Retail Mall
DEU0772 Ulm, Blautal Center		Blaubeurer Str. 95	Ulm	BW	Germany	89077 101.09	10/5/2005	3/31/2011 Retail Mall
DEU0781 Bad Cannstatt		Wildunger Str 2-4	Stuttgart	BW	Germany	70372 80	1/13/2006	1/12/2016 Retail Mall
DEU1726 Stuttgart, Schulstrasse		Schulstr. 1	Stuttgart	BW	Germany	70173 360	10/1/2007	9/30/2017 Commercial Street - High
DEU1748 MIRA Center	Schleißheimer Str.506		München	BW	Germany	80339 86	3/13/2008	3/13/2018 Shopping Centre
DEU1753 Schwarzwald Baar Center		Neuer Markt 1	Villingen- Schwenni.	BW	Germany	78052 165	8/1/2008	7/31/2013 Retail Mall
DEU1759 Trier Galerie	Fleischstr.62- 65/Metzelstr		Trier	BW	Germany	54290 128.06	8/20/2008	8/19/2018 Retail Mall
DEU1765 Freiburg Bertoldstr.	Bertoldstr. 6		Freiburg	BW	Germany	79098 90	9/1/2008	10/29/2013 Commercial Street - High
DEU1768 Neustadt a. d. Weinstr.	Hauptstr.31		Neustadt a. d. Wein	BW	Germany	67433 100	10/1/2008	9/30/2013 Commercial Street - High
DEU1770 Karlsruhe Kaiserstr.	Kaiserstr.203		Karlsruhe	BW	Germany	76137 217.24	10/1/2008	9/30/2018 Commercial Street - High
Heidelberg, Hauptstr. 10- DEU1793 14 (DEU1793)	Hauptstr. 10 - 14		Heidelberg	BW	Germany	69117 190	6/1/2009	9/30/2014 Commercial
DEU2704 Breuninger Land		Tilsiter Straße 15	Sindelfingen	BW	Germany	71060 100	1/11/2010	3/31/2020 Retail Mall
Perlacher Einkaufs DEU0780 Paradies		Ollenhauer Str. 6	München	BY	Germany	81737 104.71	1/23/2006	3/31/2016 Retail Mall
München DEU1751 Leopoldstr.DEU1751	Leopoldstr.76		München	BY	Germany	80802 170	5/15/2008	5/31/2013 Commercial Street - High
München Karlsplatz DEU1752 DEU1752	Karlsplatz 8		München	BY	Germany	80335 165	6/2/2008	12/31/2021 Commercial
DEU1760 Stadtgalerie Passau	Ludwigsplatz 1		Passau	BY	Germany	94032 101.21	8/27/2008	9/30/2018 Retail Mall Mall - Hyper Market
DEU1764 München Suma	Margot Kalinke Str. 4		München	BY	Germany	80939 120	9/1/2008	7/31/2012 Retail Mall
DEU1780 Chamonix Passage	Chamonixstr.3-9		Garmisch Partenk.	BY	Germany	82467 155.23	12/1/2008	11/30/2013 Retail Mall
Bamberg Hauptwachstr. 5 DEU1799 (DEU1799)		Hauptwachstr. 5	Bamberg	BY	Germany	96074 173.7	11/15/2009	11/14/2016 Commercial Street - High
Nuernberg Breite Gasse DEU2701 24	Breite Gasse 24		Nuernberg	BY	Germany	90402 220	12/1/2009	11/30/2019 Commercial Street - High
Ingolstadt SchmalzingerGasse DEU2702 (DEU2702)		SchmalzingerGasse 1	Ingolstadt	BY	Germany	85049 140	1/1/2010	6/30/2014 Commercial
DEU2708 EKZ Hamburger Meile		Hamburgerstrasse 27	Hamburg	HB	Germany	22083 93	4/28/2010	6/30/2020 Retail Mall
Hamburg, Harburg DEU0708 Arcaden		Lüneburger Str. 39	Hamburg	HB	Germany	21073 121	9/9/2002	9/30/2012 Retail Mall
DEU0728 Hamburg Phoenix Center		Hannoversche Str. 86	Hamburg	HB	Germany	21079 84.74	9/15/2004	9/30/2014 Retail Mall
DEU0749 Hamburg Billstedt		Möllner Landstr. 3	Hamburg	HB	Germany	22111 104.61	4/4/2005	6/30/2015 Retail Mall
DEU0788 Alstertal EKZ		HegbarG 33	Hamburg	HB	Germany	22391 96.12	9/13/2006	9/30/2016 Retail Mall
DEU0789 Europa Passage		Ballindamm 40	Hamburg	HB	Germany	20095 126	10/1/2006	9/30/2016 Retail Mall
KOMM Offenbach DEU1796 (DEU1796)		Aliceplatz 11	Offenbach a.M.	HE	Germany	63065 86.8	8/5/2009	9/23/2019 Retail Mall
Frankfurt Zeil 72 DEU2700 (DEU2700)		Zeil 72	Frankfurt am Main	HE	Germany	60313 373	12/1/2009	1/31/2017 Commercial
DEU0707 Darmstadt, Luisencenter		Luisenplatz 5	Darmstadt	HE	Germany	64283 85.32	8/28/2002	8/27/2012 Retail Mall

DEU0722 Frankfurt, Hessen Center		Borsigallee 26	Frankfurt	HE	Germany 60388	100.7	5/24/2004	6/30/2014	Retail Mall
DEU0741 Wetzlar, Forum Wetzlar Neu Isenburg, Isenburg		Willy -Brandt-Platz 7	Wetzlar	HE	Germany 35576	91	2/2/2005	3/31/2015	Retail Mall
DEU0742 Centrum Frankfurt Nord West		Hermesstr. 4	Neu-Isenburg	HE	Germany 63263	91.39	2/4/2005	6/30/2015	Retail Mall
DEU0798 Zentrum		Nidacorso 2	Frankfurt	HE	Germany 60439	125	12/1/2006	11/30/2016	Retail Mall
DEU1700 Zeil Galerie		Zeil 112-114	Frankfurt	HE	Germany 60313	141.14	3/1/2007	2/29/2012	Retail Mall
DEU1701 Lilien Carré		Bahnhofplatz 3	Wiesbaden	HE	Germany 65189	112.62	2/26/2007	3/31/2017	Retail Mall
DEU1705 Main Taunus Zentrum			Sulzbach	HE	Germany 65843	145.3	7/2/2007	4/30/2011	Retail Mall
DEU1706 Rhein-Neckar-Zentrum		Robert-Schuhmann-Str.8	Viemheim	HE	Germany 68519	87.5	7/6/2007	9/30/2017	Retail Mall
									Street - High
DEU1789 Marburg Wettergasse 12	Wettergasse 12		Marburg	HE	Germany 35037	171.12	4/1/2009	9/30/2019	Commercial
									Street - High
DEU1790 Fulda Marktstrasse		Marktstrasse 22	Fulda	HE	Germany 36037	105	4/1/2009	8/31/2012	Commercial
									Street - High
DEU1792 Gießen, Seltersweg 45	Seltersweg 45		Gießen	HE	Germany 35390	160	5/15/2009	5/31/2014	Commercial
DEU0714 Wolfsburg, City-Galerie		Porschestr. 45	Wolfsburg	LS	Germany 38440	98.5	10/21/2003	12/31/2013	Retail Mall
DEU0786 Laatzen, Leine Center		Marktplatz 11	Laatzen	LS	Germany 30880	78	3/15/2006	3/31/2016	Retail Mall
DEU1703 Schloss-Arkaden		Ritterbrunnen 1	Braunschweig	LS	Germany 38100	122.25	3/15/2007	3/31/2017	Retail Mall
DEU1722 Hameln , Multimarkt		Werkstrasse 17	Hameln	LS	Germany 31789	95	10/8/2007	10/30/2010	Retail Mall
									Street - High
DEU1761 Oldenbur,Achternstr. Schlossparkcenter	Achternstr.22		Oldenburg	LS	Germany 26122	200	9/1/2008	12/31/2017	Commercial
DEU1775 Schwerin		Am Marienplatz/Reiferbahn	Schwerin	MV	Germany 19053	99.12	10/17/2008	12/31/2018	Retail Mall
									Street - High
DEU1791 Göttingen Weenderstr. 42		Weenderstr. 42	Göttingen	NS	Germany 37073	148	6/1/2009	12/31/2020	Commercial
DEU1762 Forum Duisburg	Königstr.48		Duisburg	NW	Germany 47051	123	8/18/2008	9/30/2018	Retail Mall
									Street - High
DEU1783 Heford Gehrenberg		Gehrenberg 4	Herford	NW	Germany 32052	102	1/1/2009	12/31/2018	Commercial
									Street - High
DEU1784 Neuwied, Mittelstrasse		Mittelstrasse 44	Neuwied	NW	Germany 56564	120	1/1/2009	12/31/2013	Commercial
DEU0704 Oberhausen, Centro		Centroallee 237	Oberhausen	NW	Germany 46047	102	6/1/2002	5/31/2012	Retail Mall
DEU0705 Essen, Rathaus Galerie		Porscheplatz 83	Essen	NW	Germany 45127	116	6/16/2002	12/31/2012	Retail Mall
DEU0710 Hagen, Volme Galerie		Friedrich Ebert Platz 3	Hagen	NW	Germany 58095	107	4/16/2003	6/30/2013	Retail Mall
DEU0712 Siegen, City Galerie		Am Bahnhof 40	Siegen	NW	Germany 57072	105.68	8/25/2003	9/30/2013	Retail Mall
DEU0717 Münster, Salzstr.		Salzstrasse 14	Münster	NW	Germany 48143	114.48	10/1/2006	9/30/2016	Street Front

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Wuppertal, City- DEU0721 Arcaden	Alte Freiheit 9	Wuppertal	NW	Germany	42103	102.07	5/10/2004	6/30/2014	Retail Mall	
DEU0724 Köln Chorweiler	Mailänder Passage 1	Köln	NW	Germany	50765	99.62	8/16/2004	9/30/2014	Retail Mall	
DEU0739 Essen, Alleecenter Köln, Köln Kalk	Altenessener Str. 411 Geschwister-Katz-Str.	Essen	NW	Germany	45329	115	11/15/2004	12/31/2014	Retail Mall	
DEU0743 Arcaden	1	Köln	NW	Germany	51103	123	1/13/2005	3/31/2015	Retail Mall	
DEU0747 Werre-Einkaufspark	Mindener Str. 22	Bad Oeynhausen	NW	Germany	32547	124	4/15/2005	6/30/2015	Retail Mall	
DEU0748 Allee-Center Hamm Mülheim Rhein Ruhr	Richard-Matthaei-Platz 1	Hamm	NW	Germany	59065	88	4/1/2005	6/30/2015	Retail Mall	
DEU0752 Zentrum	Humboldtring 13	Mülheim a. d. Ruhr	NW	Germany	45472	112	5/1/2005	4/30/2015	Retail Mall	
DEU0753 Mülheim Forum City	Hans -Böckler Platz 10	Mülheim a. d. Ruhr	NW	Germany	45468	132	4/25/2005	4/30/2015	Retail Mall	
DEU0754 Krefeld	Hochstr. 108	Krefeld	NW	Germany	47798	140	5/4/2005	5/3/2015	Street Front	
DEU0755 Marler Stern Remscheid Allee- DEU0756 Center	Marler Stern 21 Theodor-Heuss-Platz 7	Marl Remscheid	NW	Germany	45768	108	5/1/2010	4/30/2015	Retail Mall	
DEU0760 Bero Center	Concordiastr. 32	Oberhausen	NW	Germany	46049	100.16	8/1/2010	7/31/2015	Retail Mall	
DEU0763 Düren, Stadt Center Solingen, Clemens DEU0765 Galerie	Kuhgasse 8	Düren	NW	Germany	52349	132	7/26/2005	9/30/2015	Retail Mall	
DEU0766 Wuppertal, Barmen	Mühlenplatz 1	Solingen	NW	Germany	42651	107	8/1/2010	7/31/2015	Retail Mall	
DEU0769 Iserlohn	Werth 13	Wuppertal	NW	Germany	42275	130	8/1/2005	7/31/2015	Street Front	
DEU0773 Bochum, Drehscheibe	Wermingser Str. 44	Iserlohn	NW	Germany	58636	150	8/1/2005	7/31/2015	Street Front	
DEU0775 Duisburg	Kortumstr. 100	Bochum	NW	Germany	44787	120	10/1/2005	12/31/2015	Retail Mall Street - High	
DEU0776 Mönchengladbach	Münzstr. 24	Duisburg	NW	Germany	47051	157	10/1/2005	9/30/2015	Commercial Street - High	
DEU0777 Minden	Hindenburgstr. 39	Mönchengladbach	NW	Germany	41061	90	11/14/2005	11/15/2015	Commercial Street - High	
DEU0778 Neuss, Niederstr. 5-7	Bäckerstr. 44-46	Minden	NW	Germany	32423	200	11/1/2005	1/31/2012	Commercial Street - High	
DEU0785 Dinslaken	Niederstr. 5-7	Neuss	NW	Germany	41460	100	12/1/2005	11/30/2015	Commercial Street - High	
DEU0794 Düsseldorf	Neustr. 22	Dinslaken	NW	Germany	46535	95	3/15/2006	3/14/2011	Commercial Street - High	
DEU0799 Köln, Ehrenstr. 28	Neustr. 53-55	Düsseldorf	NW	Germany	40213	124	11/15/2006	11/14/2011	Commercial Street - High	
DEU1704 Wesel, Viehtor 12	Ehrenstr. 28	Köln	NW	Germany	50672	200	2/1/2007	12/31/2011	Commercial	
DEU1707 Soest, Brüderstr. 36	Viehtor 12	Wesel	NW	Germany	46483	195	6/1/2007	5/31/2012	Street Front Street - High	
DEU1708 Heme, Bahnhofstr. 68	Brüderstr. 36a	Soest	NW	Germany	59494	90	8/1/2007	5/31/2011	Commercial	
DEU1709 Giesler Galerie	Bahnhofstr. 68	Heme	NW	Germany	44623	70	8/1/2007	7/31/2012	Street Front	
DEU1710 Neuss	Uhlstr. 100	Brühl	NW	Germany	50321	85	8/15/2007	9/30/2017	Retail Mall	
DEU1716 EEC Rheine	Niederstr. 66-74 Lingener Str./Humboldtplatz	Neuss	NW	Germany	41460	149.04	9/8/2007	7/31/2012	Retail Mall	
DEU1717 Hürth Park	4	Rheine	NW	Germany	48429	87	8/1/2007	7/31/2012	Retail Mall	
DEU1719 Recklinghausen Dortmund	Hürth -Park L118	Hürth	NW	Germany	50354	102.21	10/5/2007	10/31/2017	Retail Mall	
DEU1720 Westenhellweg	Breite Strasse 11a	Recklinghausen	NW	Germany	45657	130	10/1/2007	4/30/2015	Street Front	
DEU1724 Bonn Stemstr	ECKE Hansash. 44	Westenhellweg 11-13	Dortmund	NW	Germany	44137	77	10/1/2007	9/30/2017	Street Front Street - High
	Stemstr. 4	Bonn	NW	Germany	53111	100	10/1/2007	9/30/2012	Commercial Street - High	

DEU1727 Düsseldorf, T-Punkt		Shadowplatz 13	Düsseldorf	NW	Germany 40212	127.29	11/12/2007	6/15/2011	Commercial Mall - Hyper Market
DEU1741 Huma Einkaufspark		Rathausallee 16	Sankt Augustin	NW	Germany 53477	99	2/1/2008	12/31/2011	Market
DEU1742 Viersen		Hauptstr.64	Viersen	NW	Germany 41747	180	2/1/2008	12/31/2017	Street Front Mall - Hyper Market
DEU1743 Alsdorf Kaufland		Bahnhofstr.37	Alsdorf	NW	Germany 52477	77	2/1/2008	12/31/2012	Market
DEU1745 Stadt Galerie Heilbronn	Deutschhofstr. 19		Heilbronn	NW	Germany 74072	109.3	2/11/2008	3/31/2018	Retail Mall
DEU1746 Stadt Galerie Hameln	Am Markt 1		Hameln	NW	Germany 31785	97	2/5/2008	3/10/2018	Retail Mall Street - High
DEU1747 Köln Hohestr.	Hohestr.145		Köln	NW	Germany 50667	180	4/1/2008	1/31/2015	Commercial Shopping Centre
DEU1749 Essen Limbecker Platz	Limbecker Platz 1		Essen	NW	Germany 45127	105.04	5/13/2008	4/12/2018	Street - High
DEU1755 DEU1755	Kleve Große Str.61 Große Str.61		Kleve	NW	Germany 47533	77.73	6/2/2008	5/31/2013	Commercial
DEU1763 Düsseldorf Arcaden	Friedrichstr.129-133		Düsseldorf	NW	Germany 40217	119	9/23/2008	9/30/2018	Retail Mall
DEU1766 Ernst August Galerie	Ernst August Platz 2		Hannover	NW	Germany 30159	119	8/25/2008	9/30/2018	Retail Mall
DEU1767 Aachen Arkaden	Triererstr.1		Aachen	NW	Germany 52078	82	9/15/2008	10/18/2018	Retail Mall Street - High
DEU1769 Aachen Holzgraben	Holzgraben 1-3		Aachen	NW	Germany 52062	175	10/1/2008	9/30/2018	Commercial
DEU1772 Center	Köln Weiden Rhein	Aachener Str. 1253	Köln	NW	Germany 50858	106.5	10/20/2008	12/31/2018	Retail Mall
DEU1776 Marktcarree Langenfeld		Friedhofstr. 8	Langenfeld	NW	Germany 40764	139.22	10/9/2008	10/31/2018	Retail Mall
DEU1777 Kaufland Bergheim	Hauptstr. 23		Bergheim	NW	Germany 50126	134.27	10/22/2008	10/21/2013	Retail Mall Street - High
DEU1779 Wuppertal Poststrasse		Poststrasse 1-3	Wuppertal	NW	Germany 42103	119	11/1/2008	10/31/2018	Commercial Street - High
DEU1781 Gelsenkirchen Buer	Hochstr.30		Gelsenkirchen Buer	NW	Germany 45984	290	11/15/2008	11/14/2018	Commercial
DEU1795 (DEU1795)	StadtGalerie Witten	Hammerstrasse 9-11	Witten	NW	Germany 58452	121	9/7/2009	9/30/2019	Retail Mall
DEU2705 Galerie	Leverkusen Rathaus- Friedrich-Ebert-Platz 2		Leverkusen	NW	Germany 51373	95.55	2/10/2010	3/31/2020	Retail Mall
DEU0718 Koblenz, Löhrcenter		Hohenfelderstr. 22	Koblenz	RP	Germany 56068	111.45	10/31/2003	12/31/2013	Retail Mall
DEU0729 Rathauscenter	Ludwigshafen, Rathauscenter	Rathausplatz 20	Ludwigshafen	RP	Germany 67059	130.02	9/1/2004	9/30/2014	Retail Mall
DEU0759 Kaiserslautern		Fackelstr. 23	Kaiserslautern	RP	Germany 67655	115	7/15/2010	7/14/2015	Street Front
DEU1736 Kaiserpassage		Kornigasse 2	Worms	RP	Germany 67547	73.66	2/1/2008	10/31/2018	Retail Mall Street - High
DEU2709 Hauptstrasse	Pirmasens	Hauptstrasse 11	Pirmasens	RP	Germany 66953	96	4/26/2010	4/14/2020	Commercial
DEU2712 Rhein Galerie		Rheinuferstrasse / Zollstrasse Ludwigshafen		RP	Germany 67061	109.1	9/15/2010	9/30/2020	Retail Mall

DEU0770	Leipzig, Nova Eventis	Am Einkaufszentrum
DEU0784	Magdeburg, Allee Center	
DEU1711	Rathaus Center	
DEU1714	Neustadt Center	
DEU1715	Roter Turm	
DEU1737	Dresden Kaufpark	Dohnaer str.246
DEU2707	Elbe Park	
DEU0723	Kiel, Sophienhof	
DEU0750	Herold Center	
DEU0792	Flensburg Galerie	1.33
DEU1725	Lübeck, Mönkhofkarree	
DEU0727	Neunkirchen, Saarpark	
DEU1785	Saarbrücken Bahnhofstr.	
DEUF2013	Europa-Galerie	
DEU0706	Leipzig, HBf	
DEU0725	Plauen, Stadtgalerie	
DEU0757	Leipzig, Allee-Center	
DEU0767	Bautzen	
DEU0783	Chemnitz, Sachsen Allee	
DEU1788	Altmarkt Galerie	
DEU1794	Centrum Galerie Dresden (DEU1794)	
DEU0733	Jena Goethe Galerie	
DEU0737	Gera Arcaden	
DEU0790	Thüringen Park	
DEU1723	Weimar, Goethekaufhaus	
DEU1729	Hockenheim EKZ	
DEU1730	Rhein-Main Center	
DEU1731	Unna	
DEU1732	City Center	
DEU1734	Mannheim, O2	
DEU1735	Anger 1	
DEU1738	Huma Park Limburg	
DEU1739	Gelsenkirchen Bahnhofstr. 13	
DEU1740	Forum Köpenick	
DEU1744	Kaufbeuren Salzmarkt 13	
DEU1750	Stemcenter Lüdenscheid	Wilhelmstr.33
DEU1754	City Carree Salzgitter DEU1754	Albert Schweizer Str.1
DEU1758	Luisenforum Wiesbaden	Kirchgasse 6
DEU1771	Theresien Center	Regensburgerstr.4
DEU1773	Lübeck Header Center DEU1773	Sandstr.18
DEU1774	Mönchengladbach	Hindenburgstr.138
DEU1782	Kassel Untere Königstr.	Untere Königstr.71
DEU1797	Hamburg Wandsbek Quarree (DEU1797)	
DEU1798	Bremen Weserpark (DEU1798)	
DEU2710	Münster Arkaden	Ludgeristrasse 100
DEU2711	Würzburg Kaiserstrasse	
DEU2714	real Braunschweig	
DEUF2014	Rheinpark-Center	
	Micromania Headquarters	955 route des Lucioles - BP55
	Micromania Distribution Center	2 and 4 avenue des Marguerites
	Micromania Offices	52 rue Montmartre
		Galerie des Champs 84 Avenue des
6001	CHAMPS ELYSEES	Champs Elysées

6002	FORUM	210 Porte Lescot
6003	LA DEFENSE	Centre commercial LES 4 TEMPS Niveau 2 - Rotondes des Miroirs
6004	VELIZY 2	Centre commercial VELIZY 2
6005	ROSNY2	Centre commercial ROSNY 2
6006	NICE ETOILE	Centre commercial NICE ETOILE Niveau -1
6007	LYON PART DIEU	Centre commercial LA PART DIEU Niveau 1
6008	LILLE	Centre commercial VILLENEUVE D'ASCQ
6009	MONTPARNASSE rue de Rennes	126 Rue de Rennes
6010	LES ULIS	Centre commercial LES ULIS Saint Jean de Beauregard
6011	EURALILLE	51 Centre commercial EURALILLE Rez de Chausée
6012	CENTRE SEGA	5 Bld des Italiens Passage des Princes
6013	EVRY 2	Centre commercial EVRY 2 2 Bld de l'Europe - Local 150
6014	PARINOR	Centre commercial PARINOR Niveau 1

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SCHEDULE 3.5(b)(ii)

	OT Guentersdorf	Leuna	SA	Germany	6237	84	9/21/2005	9/30/2015	Retail Mall
Ernst	-Reuter-Allee 11	Magdeburg	SA	Germany	39104	85.25	3/16/2006	3/31/2016	Retail Mall
	Kavalierstr. 49	Dessau	SA	Germany	6844	85.56	8/13/2007	9/30/2017	Retail Mall
	Neustaedter Passage 17 d	Halle (Saale)	SA	Germany	6122	94	9/1/2007	9/30/2013	Retail Mall
	Neumarkt 2	Chemnitz	SA	Germany	9111	100	10/4/2007	7/31/2010	Retail Mall
		Dresden	SA	Germany	1239	161	2/7/2008	3/31/2018	Shopping Centre
	Peschelstrasse 33	Dresden	SA	Germany	1139	89.38	3/17/2010	12/31/2020	Retail Mall
	Sophienblatt 20	Kiel	SH	Germany	24103	99	6/15/2004	6/30/2014	Retail Mall
	Berliner Allee 38-44	Norderstedt	SH	Germany	22850	94.79	4/16/2005	6/30/2015	Retail Mall
	Holm 59 - 61	Flensburg	SH	Germany	24937	112	10/6/2006	12/31/2016	Retail Mall
	Alexander-Fleming-Str. 1	Lübeck	SH	Germany	23562	88	10/15/2007	10/31/2017	Retail Mall
	Stummplatz 1	Neunkirchen	SL	Germany	66538	115	9/20/2004	9/30/2014	Retail Mall
									Street - High
	Bahnhofstr.78	Saarbrücken	SL	Germany	66111	96	1/1/2009	12/31/2018	Commercial
	St.Johannerstr./Triererstr.	Saarbrücken	SL	Germany	66111	89.1	10/22/2010	12/31/2020	Retail Mall
Willy	-Brandt-Platz 7	Leipzig	SX	Germany	4109	72.44	8/23/2002	9/30/2012	Retail Mall
	Postplatz 1	Plauen	SX	Germany	8523	83.89	9/6/2004	9/30/2014	Retail Mall
	Ludwigsburger Str. 9	Leipzig	SX	Germany	4209	85	7/1/2005	6/30/2015	Retail Mall
	Kommark 7	Bautzen	SX	Germany	2625	103.57	9/1/2005	9/30/2015	Retail Mall
	Thomas-Mann-Platz 1b	Chemnitz	SX	Germany	9130	82.49	3/8/2006	3/31/2016	Retail Mall
	Weberstrasse 1	Dresden	SX	Germany	1067	83	4/1/2009	3/31/2019	Retail Mall
	Prager Straße 15	Dresden	SX	Germany	1069	92	8/25/2009	9/30/2019	Retail Mall
	Goethestr. 3b	Jena	TH	Germany	7743	116	11/15/2004	12/31/2014	Retail Mall
	Heinrichstr. 30	Gera	TH	Germany	7545	103	11/30/2004	12/31/2014	Retail Mall
	Nordhäuserstr. 73 T	Erfurt	TH	Germany	99091	79.82	10/15/2006	12/31/2016	Retail Mall
	Theaterplatz 2a	Weimar	TH	Germany	99423	78	10/1/2007	9/30/2011	Retail Mall
	Speyerer Str. 1	Hockenheim		Germany	68766	99.24	10/25/2007	12/31/2015	Retail Mall
	Außerhalb 14a	Rüsselsheim		Germany	65428	83	11/19/2007	12/31/2015	Retail Mall
	Bahnhofstr. 20	Unna		Germany	59423	170	11/8/2007	1/31/2018	Street Front
Willy	-Brandt-Platz 1	Augsburg		Germany	86153	85.51	11/1/2007	10/31/2017	Retail Mall
	O2 / Planken	Mannheim		Germany	68161	102	11/26/2007	7/31/2013	Street Front
	Anger 1-3	Erfurt		Germany	99084	62.78	11/19/2007	12/31/2017	Retail Mall
	Mundipharmastr. 1	Limburg		Germany	65549	91.5	11/30/2007	12/31/2015	Not set
	Bahnhofstr. 13	Gelsenkirchen		Germany	45879	145	10/1/2010	9/30/2015	Street Front

Bahnhofstr. 33-38	Berlin	Germany	12555	81.19	1/1/2008	12/31/2018	Retail Mall
Salzmarkt 13	Kaufbeuren	Germany	87600	88	1/14/2008	1/13/2018	Street Front
	Lüdenscheid	Germany	58511	117.32	4/28/2008	4/29/2018	Retail Mall
	Salzgitter	Germany	38226	133.14	6/12/2008	5/31/2013	Mall - Hyper Market
	Wiesbaden	Germany	65185	111	8/11/2008	9/30/2019	Retail Mall
	Straubing	Germany	94315	120.27	10/13/2008	12/31/2018	Retail Mall
	Lübeck	Germany	23552	73	10/6/2008	12/31/2018	Retail Mall
							Street - High
	Mönchengladbach	Germany	41061	131	10/1/2008	10/31/2013	Commercial
							Street - High
	Kassel	Germany	34117	168	1/1/2009	12/31/2018	Commercial
Quarree 8 - 10	Hamburg	Germany	22041	77	10/1/2009	10/31/2019	Retail Mall
Hans -Bredow-Strasse 19	Bremen	Germany	28307	112.43	11/1/2009	2/28/2016	Retail Mall
	Münster	Germany	48143	133.57	5/28/2010	5/27/2020	Retail Mall
							Street - High
Kaiserstrasse 10	Würzburg	Germany	97070	190	7/1/2010	3/31/2014	Commercial
Otto -von-Guericke Str 2	Braunschweig	Germany	38122	92.5	11/22/2010	9/30/2012	Mall - Hyper Market
Breslauer Straße 8	Neuss	Germany	41460	120	1/1/2011	12/31/2020	Retail Mall
	Sopiha Antipolis Cedex	France	06901	16303	11/1/2008	1/31/2017	Offices
	Bonneuil sur Mame	France	94380	54110			DC
	Paris	France	75002	1200			Offices
	PARIS	France	75008				
	PARIS	France	75001				
	PUTEAUX	France	92800				
	VELIZY	France	78140				
	ROSNY SOUS BOIS						
	CEDEX	France	93117				
	NICE	France	06000				
	LYON	France	69003				
	VILLENEUVE D'ASCQ	France	59650				
	PARIS	France	75006				
	LES ULIS	France	91940				
	LILLE	France	59777				
	PARIS	France	75002				
	EVRY	France	91022				
	AULNAY S/BOIS	France	93606				

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

6015 CAP 3000	Centre commercial CAP 3000 Rez de Chausée	SAINT LAURENT DU VAR	France 06700
6016 STRASBOURG	C.C La Place des Halles 24, Place des Halles	STRASBOURG	France 67000
6017 MONTPELLIER	Centre commercial POLYGONE 1 Rue des	MONTPELLIER	France 34000
6018 TOULON Grand Var	Perthuisanes Local 305		
6019 BELLE EPINE	Centre commercial GRAND VAR Local 22 Centre commercial BELLE EPINE Local 23 -	LA VALETTE	France 83160
6020 CRETEIL	Belle Epine 440 Centre commercial CRETEIL SOLEIL CCR	THIAIS Cédex	France 94561
6021 CERGY 3 FONTAINES	428 C.commercial LES TROIS FONTAINES Local 2113 - Niveau 48	CRETEIL CERGY	France 94016 France 95000
6022 SAINT QUENTIN	Centre commercial SAINT QUENTIN Local	MONTIGNY LE	
6023 RW INNOCENTS	59 2 Rue Pierre Lescot	BRETONNEUX PARIS	France 78180 France 75001
6024 ARCADES	Centre commercial LES ARCADES Local 117	NOISY LE GRAND	France 93160
6025 RW ANTONY	27 Avenue de la Division Leclerc	ANTONY	France 92160
6026 VILLIERS	Centre commercial CARREFOUR RN7 - Local 77 - BP 23 Centre commercial Auchan Pontet Espace	DAMMARIE LES LYS	France 77190
6027 AVIGNON	Soleil Avignon Nord N°119 Centre commercial CARREFOUR Bld de	LE PONTET PORTET SUR	France 84130
6028 PORTET / GARONNE	l'Europe - Local 85 Centre commercial LA PART DIEU Niveau 1	GARONNE	France 31127
DOCK GAMES LYON PART			
6029 DIEU	- Local 1830	LYON	France 69003
6030 SAINT PRIEST	Centre commercial Auchan Zac du Pont Centre commercial CARREFOUR RN4 -	SAINT PRIEST PONTAULT	France 69800
6031 PONTAULT C.	Local 43	COMBAULT	France 77340
6032 REIMS	C.C CORA CORMONTREUIL Local 34 Centre commercial ITALIE 2 30 Avenue	CORMONTREUIL	France 51350
6033 ITALIE2	D'Italie Local 303 D Centre commercial IVRY GRAND CIEL	Paris	France 75013
6034 IVRY GD CIEL	Local N°53	IVRY SUR SEINE	France 94200
6035 ROUEN	Centre commercial Saint-Sever Local 124	ROUEN CEDEX	France 76046
6036 NOYELLES G.	Centre commercial Auchan Local 239	Noyelles Godault	France 62950
6037 CLAYE SOUILLY	Centre commercial CARREFOUR	CLAYE SOUILLY	France 77410
6039 RW NICE TRINITE	Centre commercial Auchan	LA TRINITE	France 06340
6040 AUBAGNE	Centre commercial Auchan Les Paluds	AUBAGNE	France 13400
6041 ECULLY	Centre commercial Carrefour du Perollier	ECULLY	France 69132
6042 NANTES	Centre commercial de BEAULIEU Centre commercial GRAND EPAGNY 2AC	NANTES Cedex 2	France 44272
6043 ANNECY	de la Mandalaz - Local 54 Centre commercial Place d'Arc Place de	EPAGNY	France 74330
6044 ORLEANS	l'Arc Centre commercial GERIC Rue du Maillet -	ORLEANS	France 45000

6045 THIONVILLE	LOCAL E22	THIONVILLE	France 57101
6046 TOULON MAYOL	Centre commercial MAYOL Rue des Muriers Centre comm GRAND VITROLLES Quartier	TOULON	France 83000
6047 VITROLLES	du Griffon - RN 113 Centre commercial PARLY 2 Local postal	VITROLLES	France 13127
6048 RW PARLY 2	327 Centre comm. BEAU SEVRAN Rte des	LE CHESNAY cedex	France 78158
6049 RW BEAU SEVRAN	Petits Ponts Centre comm LES PORTES DE TAVERNY	SEVRAN	France 93270
6051 RW TAVERNY	Lot 28	TAVERNY	France 95158
6052 CALAIS	Centre comm CITE EUROPE Local 211 Centre commercial Auchan Local 60 - 1	COQUELLES	France 62231
6053 LEERS	avenue de l'Europe	LEERS	France 59115
6054 MULHOUSE	Centre comm ILE NAPOLEON	ILLZACH	France 68110
6055 METZ	Voie romaine Local 26 Centre comm CARREFOUR Echirolles Voie	SEMECOURT	France 57280
6056 RW ECHIROLLES	24 Villeneuve - Local 2	ECHIROLLES	France 38130
6057 ST GENIS	Centre comm SAINT GENIS 2 Local 2 Centre comm. LA TOISON D'OR Grand Mail	SAINT GENIS	France 69230
6058 DIJON	- Local 67 Centre comm. Auchan 6 route de	DIJON	France 21000
6059 ILLKIRCH	Strasbourg -Local 45	ILLKIRCH GRAFFENSTADEN	France 67400
6060 NANCY	Centre comm SAINT SEBASTIEN Local 40 Centre comm. GRAND PLAISIR Ch.	NANCY	France 54000
6061 PLAISIR	départemental 161 - Local 20 Centre commercial BERCY2 Place de	PLAISIR LES CLAYES CHARENTON LE	France 78370
6062 BERCY 2	l'Europe - Local 227	PONT	France 94220

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	Gare Paris Montparnasse Hall Vasarely - 17		
6063 GARE MONTPARNASSE	rue de Vaugirard	PARIS	France 75015
	Centre comm Auchan Local 208 - Bd Halluin		
6064 RONCQ	Centre comm BEL'EST 26 av du Général de	RONCQ	France 59223
	Gaulle		
6065 BEL EST		BAGNOLET	France 93170
	Centre comm GEANT La Valentine Route de la Sablière		
6066 MARSEILLE VALENTINE		MARSEILLE	France 13011
	Centre commercial CARREFOUR 280 av Gabriel Péri		
6067 MONTESSON		MONTESSON	France 78360
	Centre comm Auchan LES 3 FONTAINES	ST JEAN DE LA	
6068 ST JEAN DE LA RUELLE	Avenue Pierre Mendès France	RUELLE	France 45146
	Centre comm CARREFOUR "Le Merlan"		
6069 MARSEILLE LE MERLAN	Avenue Raimu	MARSEILLE	France 13014
	Centre commercial VAL DE FONTENAY	FONTENAY SOUS	
6070 VAL DE FONTENAY	Coque 13	BOIS	France 94120
	Centre comm. CARREFOUR Chemin de Saint-Claude		
6071 ANTIBES		ANTIBES	France 06600
		LA CHAPELLE SAINT-	
6072 LA CHAPELLE ST AUBIN	Centre comm. Auchan Avenue du Mans	AUBIN	France 72650
	Centre commercial MONDEVILLE 2 Local 50		
6073 CAEN MONDEVILLE		MONDEVILLE	France 14120
6074 VALENCIENNES	CC Auchan PETITE FORET	PETITE FORET	France 59410
6075 AVIGNON MISTRAL 7	Centre comm Auchan Mistral 7	AVIGNON SUD	France 84000
	Centre commercial Auchan Rue Pierre Mendes France - Local 45		
6076 SAINT SEBASTIEN		SAINT SEBASTIEN	France 44230
	Centre comm CARREFOUR 295 avenue Georges Durand		
6077 LE MANS		LE MANS	France 72000
	Centre commercial GEANT Espace Anjou - ANGERS ESPACE		
6078 ANJOU	75 av. Montaigne	ANGERS	France 49000
	Centre commercial Auchan Chateauroux	CHATEAUROUX	
6079 CHATEAUROUX	Route de Montluçon	Cedex	France 36330
6080 SCHWEIGHOUSE	Centre commercial Auchan ZI RN 62	SCHWEIGHOUSE	France 67590
6081 BORDEAUX LE LAC	Centre commercial BORDEAUX LAC	BORDEAUX	France 33300
	Centre com. Auchan Porte d'Espagne		
6082 PERPIGNAN	Route du Perthus	PERPIGNAN	France 66000
	Centre commercial LABEGE 2 Zac la Grande Borde		
6083 TOULOUSE LABEGE		LABEGE Cedex	France 31670
	Centre commercial Auchan BOULOGNE	SAINT MARTIN	
6084 BOULOGNE SUR MER	RN42- Local 43	BOULOGNE	France 62200
	Centre commercial LES 4 TEMPS 2 Parvis	PARIS LA DEFENSE	
6085 LA DEFENSE 2	de la Défense Niveau 0	Cedex	France 92999
6086 DIEPPE	Centre commercial Le Belvedere	DIEPPE	France 76200
	Centre commercial CARREFOUR Mesnil Roux		
6087 BARENTIN		BARENTIN	France 76360
	CC Régional Parly2 Local postal 322 - Boutique 135		
6088 PARLY2		LE CHESNAY Cedex	France 78158
	Centre commercial AUCHAN GRAND		
6089 MONTVILLIERS	HAVRE Local 39	MONTVILLIERS	France 76290

6090 OSNY	Centre commercial Osny Nord Chemin du Poirier Charles Guerin - Local 13	OSNY	France 95520
6091 POITIERS	Centre commercial Auchan CP 86 - Boutique 14	Chasseneuil du Poitou	France 86360
6092 ROUEN CENTRE	50 rue du Grand Pont	ROUEN	France 76000
6093 TOURVILLE	Centre commercial TOURVILLE LA RIVIERE ZAC des Clos des Antes - TOURVILLE LA RIVIERE	CLEON	France 76410
6094 GONFREVILLE	Centre commercial Océane Boutique 150 - ZAC de Campdolent Cantipou	GONFREVILLE L'ORCHER	France 76700
6095 SAINT ETIENNE	Centre commercial Centre Deux 1-7 rue des Docteurs Charcots	SAINT-ETIENNE	France 42100
6096 HAUTEPIERRE	Centre commercial Auchan Maille Irène Place André Maurois HAUTEPIERRE	STRASBOURG	France 67200
6097 VAL D'EUROPE	Centre commercial Val d'Europe Espace 644 - ZAC du centre urbain val d'Europe	SERRIS MARNE LA VALLEE	France 77710
6098 BOISSENARD	Centre commercial Melun Boissenart Local 3 - RN6	CESSON	France 77247
6099 VANNES	Centre commercial Carrefour Lieu dit "Le Fourchêne"	VANNES	France 56000
6100 CHERBOURG	Centre commercial Cotentin	LA GLACERIE	France 50470
6101 GRAND MAINE	Centre commercial GRAND MAINE rue Grand Launay	ANGERS	France 49000
6102 LORIENT	Centre commercial KZ LORIENT Local n°7	LORIENT SAINT PIERRE DES	France 56100
6103 TOURS SAINT PIERRE	Centre commercial Les Atlantes	CORPS	France 37700

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SCHEDULE 3.5(b)(ii)

6104 QUIMPER	Centre commercial GEANT Lot n°33 - Route de Benodet Centre commercial ESPACE OCEAN Local	QUIMPER	France 29000
6105 SAINT HERBLAIN	27 - 8 av. Thébaudières	SAINT HERBLAIN	France 44800
6106 TORCY	Centre commercial Bay2 63 Mail Ouest Collégien	MARNE LA VALLEE CEDEX 3	France 77616
6107 PUGET SUR ARGENS	Centre commercial CARREFOUR Lot 39	PUGET SUR ARGENS	France 83480
6108 CHAMBOURCY	Centre commercial Carrefour Route des Mantes	CHAMBOURCY	France 78240
6110 CARRE SENART	Centre commercial Carré Senart Local 109	LE POINCONNET	France 77127
6111 PAU	Centre commercial Auchan Local 18 -9 av du Général Leclerc	PAU	France 64000
6112 LA VILLE DU BOIS	Centre comm CARREFOUR Local 62 - Croix Saint Jacques	LA VILLE DU BOIS MONTIGNY LES	France 91620
6113 CORMEILLES	MONTIGNY LES Centre commercial du Pavé Centre commercial CARREFOUR 606 route	CORMEILLES	France 95370
6114 NICE LINGOSTIERE	de Grenoble	NICE	France 06200
6115 TOULOUSE FENOUILLET	Centre commercial GEANT RN 20 SAINT JORY	FENOUILLET	France 31150
6116 AVANT CAP	Centre commercial AVANT CAP Local 51	CABRIES	France 13480
6117 ST OMER	Centre commercial Longuenesse Cellule 23	LONGUENESSE	France 62219
6118 GARE DU NORD	Gare du Nord Local 9 - Espace Niveau 2 Banlieue - 18 rue de Dunkerque	PARIS	France 75010
6119 BREST	Centre commercial Coat Ar Gueven Lot 32- 33	BREST	France 29200
6120 BONNEVEINE	Centre commercial BONNEVEINE 112 Av de Hambourg	MARSEILLE	France 13008
6121 VALENCE	Centre commercial Auchan 1449 avenue de la République	GUILHERAND GRANGES	France 07500
6122 VALDOLY	Centre commercial Auchan 8 Rue Longueraie	VIGNEUX SUR SEINE	France 91270
6123 AIX LES MILLES	Centre commercial CARREFOUR LES MILLES 1175 rue Guillaume Du Vair Centre commercial Auchan Porte du Forez	AIX LES MILLES	France 13290
6124 VILLARS	Chemin de Montravel Centre commercial Les Flaneries Route de	VILLARS	France 42390
6125 LA ROCHE SUR YON	Nantes	LA ROCHE SUR YON	France 85000
6126 DEFENSE RER	Hall RER La grande Arche Lot 103506	PUTEAUX	France 92800
6127 NIMES	Centre commercial CAP COSTIERES Lot 19 400 av du Dr Baillet BP 17243	NIMES CEDEX2	France 30918
6128 LE FAYET	Centre commercial LE FAYET Route Nationale 44	FAYET	France 02100
6129 ATHIS MONS	Centre commercial CARREFOUR 180 RN7 Centre commercial CARREFOUR 5 rue R	ATHIS MONS	France 91200

6130 FLINS SUR SEINE	Renault Centre commercial EVRY 2 Boulevard de	FLINS	France 78410
6131 EVRY3	l'Europe Niveau 84 Centre commercial CARREFOUR Rue	EVRY Cedex	France 91022
6132 LAON	Romanette Centre commercial CARREFOUR 6 avenue	LAON	France 02000
6133 VENETTE	Europe Centre commercial LES ARCADES Local	VENETTE	France 60280
6134 RW ARCADE	218 Centre commercial GEANT Zac de	NOISY LE GRAND	France 93160
6135 BEZIERS	Montimaran Centre commercial CARREFOUR Croix	BEZIERS CHALONS EN	France 34500
6136 CHALON en champagne	Dampierre Av. du Président Roosevelt Centre commercial AUCHAN LA	CHAMPAGNE	France 51000
6137 LAXOU Nancy	SAPINIERE Rue de la Sapinière Centre commercial Nice TNL Rue de	LAXOU	France 54520
6138 NICE TNL	Roquebilière	NICE CLERMONT	France 06300
6139 JAUDE Clermont	Centre commercial JAUDE 18 rue Allagnat	FERRAND	France 63000
6140 COLMAR HOUSSEN	Centre commercial CORA Centre commercial Carrefour CLAIRA Route	HOUSSEN	France 68125
6141 CLAIRA Perpignan	de barcares	CLAIRA	France 66560
MARTIGUES CANTO 6142 PERDRIX	Centre commercial AUCHAN Av Paul Eluard Centre commercial AUBIERE PLEIN SUD	MARTIGUES	France 13503
6143 AUBIERE Clermont	Route d'Issoire	AUBIERE BRETIGNY SUR	France 63170
6144 BRETIGNY SUR ORGE	Centre commercial Maison Neuve	ORGE	France 91220

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SCHEDULE 3.5(b)(ii)

6145 BEYNOST 2	Centre commercial Beynost 2 Zac des Baterses Centre commercial CARREFOUR 33 rue du	BEYNOST	France 01700
6146 JEUXEY Epinal	Saut le Cerf	JEUXEY NIORT (79180)	France 88000
6147 NIORT	Centre commercial GEANT Route de Paris CHAURAY° Centre commercial AUCHAN 1, avenue de		France 79025
6148 MONT SAINT MARTIN	l'Europe	MONT SAINT MARTIN	France 54350
6149 NANTES PARIDIS	Centre commercial Paridis 14 route de Paris Centre commercial CHAMNORD 1097, av.	NANTES	France 44300
6150 CHAMNORD Chambéry	Landiers	CHAMBERY	France 73000
6151 MONTLUCON DOMERAT	Centre commercial AUCHAN Route de Gueret Terre Neuve Centre commercial CARREFOUR BEGLES	DOMERAT	France 03410
6152 BEGLES BORDEAUX	Les Rives d'Arcins Centre commercial LA CROISSETTE Rue	BEGLES CHARLEVILLE	France 33130
6153 CHARLEVILLE MEZIERE	Paulin Richier	MEZIERES	France 08000
6154 ARLES	Centre commercial Géant Zone Aménagement Fourchon	ARLES	France 13200
6155 CERGY 3	C.commercial CERGY3	CERGY	France 95000
6156 PARLY 3	Centre commercial PARLY 2 Niveau bas 141 local postal 341	LE CHESNAY	France 78150
6157 SAINT QUENTIN 2	Centre commercial St Quentin ville 10 rue colbert	MONTIGNY LE BRETONNEUX	France 78180
6158 VAL THOIRY	Centre commercial régional Val ThoIry D984	THOIRY	France 01710
6159 PEROLS MONTPELLIER	Centre comm PLEIN SUD Route de Carnon	PEROLS	France 34465
6160 MANDELIEU	Centre commercial Géant Quartier de Minelle Route de Fréjus	MANDELIEU LA NAPOULE	France 06210
6161 L' ISLE D'ABEAU	Centre commercial CARREFOUR Bd Bourgoin - Zac de St Hubert - BP 168	L'ISLE D'ABEAU CEDEX	France 38081
6162 LILLE BETHUNE	40-42, RUE DE BETHUNE	LILLE	France 59000
6163 OLLIOULES	Centre commercial TOULON EST Centre commercial St Jacques Quai Ledru-	OLLIOULES	France 83190
6164 JAQUES	MONTLUCON ST Rollin	MONTLUCON	France 03100
6165 AMIENS GLISY	Centre commercial Géant GLISY AMIENS Zac de la Croix de Fer - GLISY	GLISY	France 80440
6166 ANGOULEME	Centre commercial GEANT Les Grandes Chaumes RN 10	CHAMPNIERS	France 16430
6167 TOURS LA RICHES	Centre comm GEANT Zac les Minimes	LA RICHE	France 37520
6168 LIEVIN	Centre commercial CARREFOUR 2 rue Marie Lietard	LIEVIN	France 62802
6169 QUARTIER	Centre commercial GEANT GRAND QUARTIER Route de Saint-Malo	SAINT GREGOIRE	France 35760
6170 BIGANOS	Centre commercial Biganos 71 rue des Fonderis - Lieudit Facture Centre commercial LA VRILLONNERIE	BIGANOS CHAMBRAY LES	France 33380

6171 CHAMBRAY LES TOURS	Route de Joue Centre commercial SHOPPING 21, chemin	TOURS	France 37172
6172 ETREMBIERES	de l'Industrie Centre commercial AUCHAN Les Portes de	ETREMBIERES	France 74100
6173 MANTES BUCHELAY	Normandie Centre commercial Auchan Rue du Docteur	BUCHELAY	France 78200
6174 BETHUNE LA ROTONDE	Dhenin Centre commercial CHELLES2 Av.	BETHUNE	France 62400
6175 CHELLES	Gendarme Casterman RN 34 Centre commercial AUCHAN COGNAC	CHELLES	France 77500
6176 COGNAC	Rocade de cognac	CHATEAUBERNARD	France 16100
6177 RENNES COLOMBIA	Centre COLOMBIA 40 Place du Colombier Centre commercial GEANT Avenue Gabriel	RENNES SAINT MARTIN	France 35000
6178 SAINT MARTIN D'HERES	Péri Centre commercial CARREFOUR Route	D'HERES	France 38407
6179 CHOLET	d'Angers - Rond point des pagannes Centre commercial GEANT bd st jean - ZI	CHOLET CLERMONT	France 49300
6180 CLERMONT LE BREZET	du Brezet Centre commercial Pariwest Avenue	FERRAND	France 63100
6181 MAUREPAS	Gutenberg	MAUREPAS	France 78318
6182 EVREUX	Centre commercial EVREUX RN 13	GUICHAINVILLE	France 27930
6183 SIN LE NOBLE	Centre commercial AUCHAN LES EPIS Centre commercial CARREFOUR 31 rue	SIN LE NOBLE	France 59450
6184 CHAMBERY BASSENS	Centrale Centre commercial CARREFOUR Parc	BASSENS	France 73000
6185 HAZEBROUCK	d'activités de la Creule Centre commercial AUCHAN 57 bd Romain	HAZEBROUCK	France 59190
6186 MARSEILLE SAINT LOUP	Rolland	MARSEILLE	France 13010

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6187 SAINT NAZAIRE TRIGNAC	Centre commercial AUCHAN Zac de la Fontaine au Brun	TRIGNAC	France	44570
6188 VILLABE	Centre comm CARREFOUR Route de Villoison	VILLABE	France	91100
6189 LA SEYNE SUR MER	Centre commercial AUCHAN Quartier Lery - RN 63	LA SEYNE SUR MER	France	83500
6190 AIX EN PROVENCE	Centre commercial GEANT route de Berre	AIX EN PROVENCE	France	13090
6191 RW LILLE V2	Centre comercial V2 Zac Borne de l'espoir	VILLENEUVE D'ASCQ	France	59650
6192 PERPIGNAN POLYGONE	Centre commercial LECLERC POLYGONE 2130 , avenue du Languedoc	PERPIGNAN	France	66000
6193 PLAN DE CAMPAGNE	Centre commercial Géant Baméoud (Adresse postale : 13480 CABRIES)	LES PENNES MIRABEAU	France	13170
6194 BOULIAC BORDEAUX	Centre commercial AUCHAN Lieu dit Bonneau	BOULIAC	France	33270
6195 BESANCON VALENTIN	Centre commercial CARREFOUR Rue de Chatillon	VALENTIN	France	25480
6196 FACHES THUMESNIL	Centre commercial AUCHAN Route de Vendeville	FACHES THUMESNIL	France	59155
6197 WITTENHEIM	Centre commercial Witty 2 130 route de Soultz	WITTENHEIN	France	68270
6198 LOMME	Centre commercial Carrefour 130 rue du Grand But	LOMME	France	59160
6199 LOIRE	Centre commercial Auchan Bd Charles de Gaulle	SAINT CYR	France	37540
6200 CAUMARTIN	64, avenue Caumartin	PARIS	France	75009
6201 ORANGE	Centre commercial CARREFOUR Zac du Coudoulet	ORANGE	France	84100
6202 BEZIERS 2	Centre commercial BEZIERS2 4, av de la voie domitienne	BEZIERS	France	34500
6203 MONT SAINT AIGNAN	Centre commercial Carrefour Zac de la vatine	MONT SAINT AIGNAN	France	76130
6204 BERCK	Centre comm La verte vigogne 940 avenue de Verdun	BERCK	France	62600
6205 PLACE	Centre commercial GRAND PLACE 30 bis, Centre commercial GRAND PLACE	GRENOBLE	France	38100
6206 MERIADECK	Centre comm Auchan Bordeaux Meriadeck Quartier de l'Hotel de Ville	BORDEAUX CEDEX	France	33092
6207 HYERES	Centre commercial GEANT ST JEAN ZAC du Roubaud Chemin du Rocher	HYERES	France	83400
6208 RW BELLE EPINE	Centre commercial BELLE EPINE	THIAIS Cédex	France	94561
6209 LAVAL	Centre commercial Carrefour La Mayenne 46 av. de Lattre de Tassigny	LAVAL	France	53000
6210 HOUEMONT	Centre commercial Cora Cellule E21- RN 57	HOUEMONT	France	54180
6211 NIMES SUD	Centres commercial Nimes Sud Avenue Pierre Mendès France	NIMES	France	30000

6212 BREST IROISE	Centre commercial Iroise 126 bd Plymouth	BREST	France	29200
6213 ABBEVILLE	Centre commercial HYPER U 1, avenue Vincent Auriol	ABBEVILLE	France	80100
6214 RENNES CESSON	C. C. CARREFOUR LA RIGOURDIERE Route de Domloup	CESSON	France	35510
6215 LATTES	Centre commercial CARREFOUR GRAND SUD Route de Camon	LATTES	France	34970
6216 GENNEVILLIERS	Centre commercial Carrefour 21-23, rue Louis Calmel	GENNEVILLIERS	France	92230
6217 SAINT BRIEUC	Centre comercial CARREFOUR ST BRIEUC	LANGUEUX ST BRIEUC	France	22360
6218 CHÂTEAU ROUSSILLON	1,Ave Jules Verne RN 12 Centre commercial CHÂTEAU ROUSSILON	PERPIGNAN	France	66000
6219 TRIFONTAINE	Route du Canet Centre commercial TRIFONTAINE Route de	SAINT CLEMENT DE RIVIERE	France	34980
6220 CHALON SUR SAONE	Ganges Centre commercial CHALONS SUD Rue Thomas Dumorey	CHALON SUR SAONE	France	71100
6221 AMIENS DURY	Centre commercial Amiens Sud Route d'Amiens	DURY	France	80480
6222 CREIL ST MAXIMIN	Centre commercial CORA RN 16	SAINT MAXIMIN	France	60740
6223 SAINT EGREVE	Centre commercial CARREFOUR 1, rue des Abattoirs	SAINT EGREVE	France	38120
6224 LENS 2	Centre commercial CORA LENS 2 m 47 route de la Bassée	VENDIN LE VIEIL	France	62880
6225 BRUAY LA BUISSIÈRE	Centre commercial CORA BRUAY 1115 avenue de la Libération	BRUAY LA BUISSIÈRE	France	62700
6226 DIJON QUETIGNY	Centre commercial Carrefour Avenue de Bourgogne	QUETIGNY	France	21800

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

	Centre commercial GRAND TOUR av de			
6227 SAINTE EULALIE	l'Aquitaine Centre commercial PRINTEMPS Traverse	SAINTE EULALIE	France	33560
6228 LA VALENTINE 2	Montre Centre commercial Carrefour 36/54 route de	MARSEILLE	France	13011
6229 TOULOUSE PURPAN	Bayonne Centre commercial LECLERC La Cavaille	TOULOUSE	France	31000
6230 BERGERAC	nord - Route de Bordeaux Centre commercial Carrefour Ormesson 85	BERGERAC CHENNEVIERES SUR	France	24100
6231 ORMESSONS	route de Provins - RN4 Centre commercial Carrefour Espace 50	MARNE	France	94430
6232 PAU LESCAR	Route de Bayonne Centre comm Leclerc 2 allée Emile Zola	LILLE	France	64230
6233 BLAGNAC	Zac du Grand Noble Centre comm Leclerc Avenue du Gl de	BLAGNAC SAINT PARRES AUX	France	31700
6234 TROYES	Gaulle - RN19	TERTRES	France	10410
6236 DREUX	Centre comm CORA DREUX OUEST Rue des Bas Buissons ZI Les Livraindieres Centre comm CORA MASSY Avenue de	DREUX	France	28100
6237 MASSY PALAISEAU	l'Europe CC Place d'Armes Niveau Rez de chaussée	MASSY	France	91300
6238 D'ARMES	VALENCIENNES PLACE - Rue Derrière la Tour Centre commercial Leclerc RN 7 - Quartier	VALENCIENNES	France	59300
6239 BRIGNOLES	Saint-Jean	BRIGNOLES	France	83170
6240 ENGLOS	Centre commercial Englos Les Géants Centre comm CARREFOUR GIVORS DEUX	ENGLOS	France	59320
6241 GIVORS	VALLEES zi de la Vallée du Giers Centre commercial AUCHAN LA PAOUTE	GIVORS	France	69700
6242 GRASSE	158, route de Cannes C. C. LECLERC ORENS Route de Revel	GRASSE SAINT-ORENS DE	France	06130
6243 SAINT ORENS TOULOUSE	Rocade Est Centre commercial CARREFOUR CAP	GAMEVILLE	France	31650
6244 CAP OCEAN	OCEAN Chemin du Baou Centre comm SAINT SERGE Bd Gaston	LA TESTE DE BUCH	France	33260
6245 ANGERS SAINT SERGE	Ramon	ANGERS	France	49000
6246 NANTES CENTRE	6, place du commerce C.C. GEANT BEAULIEU 2 avenue	NANTES	France	44000
6247 POITIERS BEAULIEU	Lafayette Centre commercial Auchan Avenue Jean	POITIERS	France	86011
6248 CHATELLERAUT	Moulin	CHATELLERAULT	France	86100
6249 BELFORT BESSONCOURT	C.C. AUCHAN Lieu dit Blozier Centre commercial Montgaillard Grand Cap	BESSONCOURT	France	90160
6250 LE HAVRE GRAND CAP	RN1	LE HAVRE	France	76600
6251 MOISELLES	Centre commercial Leclerc RN1 Centre commercial Geant Casino Route de	MOISELLES	France	95570

6252 SABLES D'OLONNE	Talmont Centre commercial CARREFOUR Avenue	CHÂTEAU D'OLONNE	France	85100
6253 WASQUEHAL	du Grand Cottignies	WASQUEHAL	France	59290
6254 LA ROCHELLE ANGOULINS	C.C. CARREFOUR RN137 C.C. CARREFOUR CHAUSSEE DE LA	ANGOULINS	France	17690
6255 BOURGES	CHAPPE Centre comm Leclerc 11 avenue Jean-	BOURGES	France	18000
6256 BOIS D'ARCY	Jaurès	BOIS D'ARCY	France	78390
6257 LYON CENTRE VILLE	7 rue Victor Hygo	LYON	France	69002
6258 ROME	TOULOUSE RUE SAINT 5 rue Saint Rome Centre commercial Carrefour Route de	TOULOUSE	France	31000
6259 NEVERS MARZY	Fourchambault	MARZY	France	58180
6260 DOCK GAMES AGEN	108 Boulevard de la République	AGEN	France	47000
6261 DOCK GAMES ANGOULEME	47, rue de Périgueux	ANGOULEME	France	16000
6262 DOCK GAMES AUXERRE	19, boulevard du 11 Novembre	AUXERRE	France	89000
6263 DOCK GAMES AVIGNON	4, rue du vieux Sextier	AVIGNON	France	84000
6264 DOCK GAMES BORDEAUX	12 rue des Trois Conils	BORDEAUX	France	33000
6265 DOCK GAMES BREST	24, rue de Siam	BREST	France	29200
6266 DOCK GAMES CASTRES	24 rue Henri IV	CASTRES CLERMONT	France	81100
DOCK GAMES CLERMONT				
6267 FERRAND	30 rue des Gras	FERRAND	France	63000
6268 DOCK GAMES LIMOGES	15, rue du Consulat	LIMOGES	France	87000
6269 DOCK GAMES METZ			France	
6270 DOCK GAMES MONTELIMAR	116 rue Pierre Julien	MONTELIMAR	France	26200
6271 DOCK GAMES MONTLUCON	10 Boulevard de Courtais	MONTLUCON	France	03100
6272 DOCK GAMES RENNES	3, rue du Puits Mauger	RENNES	France	35000
DOCK GAMES SAINT				
6273 QUENTIN	23, Place de l'Hôtel de Ville	SAINT-QUENTIN	France	02100
6274 DOCK GAMES SAINTES	15, Avenue Gambetta	SAINTES	France	17100
6275 DOCK GAMES TOULOUSE	24 rue des Changes Centre commercial BAB2 6 rue Jean Léon	TOULOUSE	France	31000
6276 BAB2 ANGLET	Laporte	ANGLET	France	64601
6277 RAMBOUILLET	Centre commercial Carrefour Bel Air	RAMBOUILLET	France	78120

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

	Centre comm Espace René Coty 122 rue			
6278 LE HAVRE COTY	Casimir Perier	LE HAVRE	France	76600
6279 STRASBOURG CENTRE	11 rue du 22 novembre	STRASBOURG	France	67000
6280 DOCK GAMES ARRAS	62, rue Saint-Aubert	ARRAS	France	62000
6281 DOCK GAMES BETHUNE	18 rue des Treilles	BETHUNE	France	62400
6282 DOCK GAMES LENS	13 rue de la Gare	LENS	France	62300
6283 DOCK GAMES SAINT OMER	22 rue de Dunkerque au	SAINT-OMER	France	62500
6284 FREJUS	Centre commercial Geant RN98 Centre commercial Chartres Lucé Route du	FREJUS	France	83600
6285 CHARTRES LUCE	Mans	LUCE	France	28112
	Centre commercial Leclerc Chemin des			
6286 OSNY SAINT SIMEON	Hayttes CD915 La Croix St Simeon	OSNY	France	95520
6287 DOCK GAMES BOURGES	7/9 rue cours Sarlon	BOURGES	France	18020
	Centre commercial MERIGNAC SOLEIL			
6288 MERIGNAC SOLEIL	Local 85 Route du cap Feret -	MERIGNAC	France	33700
6289 DOCK GAMES CHAMBERY	120, rue Croix d'Or	CHAMBERY	France	73000
6290 DOCK GAMES NIMES	19, boulevard Amiral Courbet	NIMES	France	30000
	Centre commercial LA VACHE NOIRE 1			
6291 ARCEUIL LA VACHE NOIRE	Place de la Vache Noire	ARCUEUIL	France	94110
6292 POITIERS SUD	C.C. AUCHAN 250 avenue du 8 mai 45 Centre commercial CARREFOUR 136 bd	POITIERS	France	86000
6293 VENISSIEUX	Irène Joliot Curie Centre commercial Carrefour 2601 Route	VENISSIEUX	France	69200
6294 SARAN	nationale 20 cellule 25	SARAN	France	45770
6295 GRENOBLE CENTRE VILLE	23, Grande Rue / 18 rue JJ Rousseau Centre commercial Carrefour RN555 - 1303	GRENOBLE	France	38000
6296 TRANS EN PROVENCE	route de Draguignan	PROVENCE	France	83720
	Centre commercial Auchan Route de			
6297 CASTRES	Toulouse	CASTRES	France	81115
6298 METZ SAINT JACQUES	Centre commercial St Jacques	METZ	France	57000
6299 DOCK GAMES ALBI	5 avenue Colonel Teyssier	ALBI	France	81000
		BOULOGNE SUR		
	DOCK GAMES BOULOGNE			
6300 ANTARES	71 rue Victor Hugo	MER	France	62200
6301 DOCK GAMES MONTAUBAN	16 rue Marie Lafon	MONTAUBAN	France	82000
6302 DOCK GAMES TARBES	6 rue Massey	TARBES	France	65000
6303 DOCK GAMES COLOMIERS	17 place Occitanie	COLOMIERS	France	31770
	Centre commercial Auchan Route de			
	ANGOULEME LA			
6304 COURONNE	Bordeaux	LA COURONNE	France	16140
	DOCK GAMES			
6305 CARCASSONNE	10, bd Omer Sarault	CARCASSONNE	France	11000
6306 REIMS Centre Ville	15, rue de l'étape	REIMS	France	51100
	DOCK GAMES LA			
6307 ROCHELLE	7 rue Chaudrier Centre commercial La Girardière Route des	LA ROCHELLE	France	17000
6308 CHOLET 2	Sables	CHOLET	France	49300
6309 DOUAI	39, Rue saint Jacques	DOUAI	France	59500
6310 TERNES	1, Avenue Niel	PARIS	France	75017
	Centre Commercial LECLERC Route de			
6311 NICE SAINT ISIDORE	Grenoble Centre commercial Leclerc Rouffiac Cellule	NICE	France	06200

6312 ROUFFIAC TOLOSAN	7 - Route d'albi - RN 88 Centre commercial Auchan Chemin Bris	Rouffiac Tolosan	France	31180
6313 VILLEBON		Villebon sur Yvette	France	91140
6314 SAINT ETIENNE MONTHIEU	Centre commercial Géant Monthieu	SAINT-ETIENNE	France	42100
6315 CHAMPFLEURY	Centre commercial LECLERC Route Nationale 51 Centre commercial Carrefour Cognac 14,	CHAMPFLEURY	France	51115
6316 LIMOGES CORGNAC	Rue Georges Briquet Centre commercial Carrefour Route Charles	LIMOGES	France	87100
6317 REIMS TINQUEUX	Boucton Centre commercial Auchan ZI des Gats de	TINQUEUX	France	51430
6318 BLOIS	Cœur Centre commercial CARREFOUR 67,	VINEUIL	France	41350
6319 VILLEJUIF	Avenue de Stalingrad	VILLEJUIF	France	94800
6320 DOCK GAMES LA ROCHE SUR YON	Place de la Vendée - 101 bd Aristide Briand Centre commercial CARREFOUR 134,	LA ROCHE SUR YON	France	85000
6321 ANNECY BROGNY	Avenue de Genève Centre commercial Porte Jeune Avenue	ANNECY	France	74000
6322 MULHOUSE PORTE JEUNE	Robert Schuman Centre commercial CARREFOUR Route de	MULHOUSE	France	68100
6323 ALENCON	Rennes Centre commercial La Coupole 22,	CONDE SUR SARTHE	France	61250
6324 NIMES COUPOLE	Boulevard Gambetta Centre commercial Leclerc ATOUT SUD 1,	NIMES	France	30000
6325 REZE	Rue Ordronneau Centre commercial Carrefour Avenue	REZE	France	44400
6326 SARTROUVILLE	Robert Schuman Centre commercial CARREFOUR 1,	SARTROUVILLE	France	78500
6327 GRENOBLE MEYLAN	Boulevard des Alpes	MEYLAN	France	38240

6328 EVREUX 2
6330 BEAUCAIRE
6331 VALENCE SUD
6332 BEAUVAIS
6333 DOCK GAMES PARINOR
6334 Creches Sur Saone
6335 Saint Jean de Vedas
6336 Dunkerque
6337 Dock Games Blagnac
6338 Rouen Dock 76
6339 Calais
6340 Le Mans Jacobins
6341 Auxerre
6342 Dock Games Moulins Les Metz
6343 Rennes Pace
6344 Perigeux Trelissac
6345 Sannois
6346 La Ricamarie
6347 Saint Avold Longeville
6348 Lempdes
6349 Centre Commerical Beaugrenelle
6350 Caen-Herouville
6351 Drancy
6352 Roques
6353 Rodgez
6354 Oyonnax
6355 Albi
6356 Caluire
6357 Varennes
6358 Dock Games Montpellier Odysseum
6359 Bretigny Sur Orge
6360 Calais
6361 Dunkerque
6362 Rochefort
6363 Louvroil
6364 Toulouse Gramont
6365 Brest Kergardec
6366 Marseille Grand Littoral
6367 Fourmies
6368 Lormont
6369 Metz Bomy

- DOCK GAMES ROSNY 2
- Dock Games Evry 2
- ROCK GAMES ROUEN SAINT SEVER

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

Centre commercial CORA 14, Boulevard de Normandie	EVREUX	France 27000
Centre commercial CARREFOUR Route de Nimes	BEAUCAIRE	France 30300
C.C. Géant Casino - RN7 - Avenue de Provence -	VALENCE	France 26000
C.C. Auchan - 1, Avenue Descartes -	BEAUVAIS	France 60000
Centre commercial PARINOR - Niveau 1 -	AULNAY S/BOIS	France 93606
Centre commercial Carrefour - ZAC Les Bouchardes - RN 6	CRECHES SUR SAONE	France 71680
Centre commercial Carrefour - Route de Sète	MONTPELLIER	France 34430
Centre commercial Auchan Avenue de l'Ancien Village	DUNKERQUE	France 59760
Centre commercial Leclerc - 2 allée Emile Zola Zac du Grand Noble	TOULOUSE	France 31700
Centre commercial Les Dock 76	ROUEN	France 76000
Centre commercial Les Jacobins, 13, Rue		

Blondeau,	LE MANS	France 72000
Centre commercial Auchan, RN1 - Avenue Roger Salengro	CALAIS	France 62100
Centre commercial AUBIERE PLEIN SUD, Route d'Issoire	AUBIERE	France 63170
C.C Cora - Zone Tournebride	MOULINS LES METZ	France 27160
Centre commercial Cora Opéra-ZAC de la Giraudais-	PACE	France 35740
Centre commercial LECLERC-La Feuilleraie-	TRELISSAC	France 24750
Centre commercial CARREFOUR-3, Rue de Horrion-	SANNOIS	France 95118
Centre commercial GEANT RICAMARIE-La Béraudière-	LA RICAMARIE	France 42150
Centre commercial CORA-Zone commerciale de Heckenvald-	LONGEVILLE LES SAINT AVOLD	France 57740
Centre commercial Cora-ZAC du Pontel-	LEMPDES	France 63370
Centre commercial BEAUGRENELLE-Rue de Linois	PARIS	France 75015
Centre commercial CARREFOUR-Saint Clair-	HEROUVILLE SAINT CLAIR	France 14204
Centre commercial Carrefour Avenir-60, Rue Saint Stenay-	DRANCY	France 93700
C. C. Leclerc -Allée De Fraizinet	Roques	France 32310
C. C. Leclerc-Lieu dit L'Estréniol	Rodez	France 12850
C. C. Casino-Rue du 19 Mars 1962	Arbent	France 01100
C. C. Leclerc-ZAC de Fonlabour	Albi	France 81000
Centre commercial Auchan-60, Rue Saint Stenay-	CALUIRE	France 69300
Espace commercial leclerc du Bréau- Avenue du 8 Mai 1945-	VARENNES SUR SEINE	France 77130
Centre commercial Odysseum-ZAC Port Marianne - Porte de la Méditerranée-	MONTPELLIER BRETIGNY SUR	France 34000
Centre commercial La Maison neuve- 28, Rue de la Tannerie-	ORGE CALAIS	France 91220 France 62100
19, boulevard Sainte Barbe-	DUNKERQUE	France 59140
centre commercial Leclerc-11, Boulevard du 11 Novembre	ROCHEFORT SUR MER	France 17300
Centre commercial Auchan-Rue de l'Espérance-	LOUVROIL	France 59720
Centre commercial OCCITANIA-Chemin de Gabarie-	TOULOUSE	France 31200
1, Rue Madeleine Lagadec-Zone de l'Hermitage-	BREST	France 29200
Centre commercial GRAND LITTORAL-11, Avenue Saint Antoine-	MARSEILLE	France 13015
Centre commercial Carrefour-Rue Théophile Legrand-	FOURMIES	France 59610
Centre commercial Carrefour-Les quatres Pavillons-	LORMONT	France 33310
Centre Commercial CORA-Bd de la Solidarité-	METZ	France 57070

Centre commercial ROSNY 2 Av Général de Gaulle	ROSNY SOUS BOIS	France 93110
Centre commercial EVRY 2 Boulevard de l'Europe	EVRY Cedex	France 91022
Centre commercial Saint-Sever Local 137	ROUEN CEDEX	France 76046

- Rennes Alma
- Kremlin Bicêtre
- Luneville
- Marsac
- Saint Gilles Croix de Vie
- Dijon Chenove
- Caen Cote de Nacre

MW Moulins

KQ Roncq

OB Montauban

EB Bourg En Bresse
MK Marseille Gare Saint Charles

na BLOIS
na COGNAC
na MONT MARSAN
na NIORT
na TULLE
na VENDOME

FIN0801 Kamppi
FIN0802 Rovaniemi
FIN0803 Turku
FIN0804 Jyväskylä
FIN0805 Tampere
FIN0806 Jumbo
FIN0807 Asmatunneli
FIN0808 Iso Omena
FIN0809 Sello
FIN0810 Itäkeskus
FIN0811 Kotka
FIN0813 Joensuu
FIN0814 Columbus
FIN0815 Ideapark
FIN0816 Kuopio
FIN0817 Iisalmi
DNK0401 Falkoner Alle
DNK0403 Roskilde
DNK0404 Fisketorvet
DNK0405 Odense
DNK0406 Kolding
DNK0408 Ballerup
DNK0410 Strøget
DNK0411 Slagelse
DNK0412 Rosengård
DNK0413 Aalborg Storcenter
DNK0414 Lyngby Center
DNK0415 Brunn's Galleri
DNK0416 Frederiksgade
DNK0417 Bispensgade

DNK0418 Fields
DNK0419 City 2
DNK0420 Heming
DNK0421 Rødovre
DNK0422 Amager Centret
DNK0423 Stenløse Center
DNK0424 Esbjerg
DNK0425 Svendborg
DNK0426 Randers
DNK0427 Center Nord
DNK0428 Hillerød
DNK0429 Horsens
DNK0430 Hering Centret
DNK0431 Viborg
DNK0440 Esbjerg StorCenter
DNK0441 Holstebro
DNK0442 Naestved
DNK0443 Grenå

Suder Centre commercial Océanis Le Centre Rond point de l'Europe Centre commercial Géant Casino 58, Rue Longvic Centre commercial Cote de Nacre 1 boulevard du maréchal Juin Centre Commercial Carrefour 169, route de Lyon Centre Commercial Auchan 324 rue Henri Barbusse Centre commercial Auchan 777, Avenue Jean Moulin Centre commercial Cap Emerald 1380 Boulevard des Crêtes du Revemont

Urho Kekkonen katu 5B Rovakatu 28 Antintalo/Eerikinkatu 15 Forum Koskikeskus, PL 49 Vantaanportinkatu 7 Asema -aukio 1 Piispansilta 9 Leppävaarankatu 3-9 Itäkatu 7 E39 Keskuskatu 10 Kauppakeskus Iso Myy Kauppakeskus Columbus Oy Ideaparkinkatu 4 Päivärannantie 18 Eteläntie 4

Graven 3 Merkurvej Gravene 5 Gl Vardevej 230 Norreport Centret Naestved Storcenter 63 Östergade 14

LEASED PROPERTIES

SCHEDULE 3.5(b)(ii)

	RENNES	France	35200				
	LE KREMLIN BICETRE	France	94270				
	MONCEL LES						
	LUNEVILLE	France	54300				
	MARSAC SUR L'ILE	France	24430				
	SAINT GILLES CROIX						
	DE VIE	France	85800				
	CHENOVE	France	21300				
	CAEN	France	14000				
	MOULINS	France	3000				
	RONCQ	France	59223				
	MONTAUBAN	France	82000				
	BOURG EN BRESSE	France	1000				
		France					
		France					
		France					
		France					
		France					
		France					
		France					
	Helsinki	Finland	100	86.5	6/1/2010	5/31/2015	Retail Mall
	Rovaniemi	Finland	96200	139	3/1/2010	2/28/2013	Retail Mall
	Turku	Finland	20100	82.5	9/1/2008	1/31/2011	Retail Mall
Asemakatu 5	Jyväskylä	Finland	40100	109	8/1/2010	7/31/2014	Retail Mall
	Tampere	Finland	33100	125	12/1/2009	1/31/2011	Retail Mall
	Vantaa	Finland	1510	143	9/1/2007	8/31/2012	Retail Mall
	Helsinki	Finland	100	97.6	3/1/2008	1/31/2011	Retail Mall
	Espoo	Finland	2230	68	8/1/2010	7/31/2015	Retail Mall
	Espoo	Finland	2600	99	9/1/2010	8/31/2015	Retail Mall
	Helsinki	Finland		93	10/1/2007	9/30/2012	Retail Mall
	Kotka	Finland	48100	111	10/1/2007	11/11/2011	Retail Mall
Kauppakatu 26	Joensuu	Finland	80100	91.5	10/1/2007	9/30/2012	Retail Mall
Vuotie 45	Helsinki	Finland	980	90	5/1/2008	4/30/2011	Retail Mall
	Lempäälä	Finland	37570	89.61	6/14/2010	6/13/2013	Retail Mall
	Kuopio	Finland	70420	102	12/13/2010	12/13/2011	Retail Mall
	Iisalmi	Finland	74130	71	12/13/2010	12/13/2011	Retail Mall
Falkoner Alle 46	Frederiksberg	Denmark	2000	273	6/1/2009	5/31/2012	Street Front

Stationcenteret 2	Roskilde	Denmark	4000	123	8/14/2007	8/13/2012	Street Front
Kalvebod Brygge 59	Kbh V	Denmark	1560	128	1/1/2010	12/31/2012	Retail Mall
Kongensgade 43	Odense C	Denmark	5000	183	3/2/2005	1/31/2011	Street Front
Skovvengen 42	Kolding	Denmark	6000	245	5/14/2004	1/31/2011	Retail Mall
Ballerup Center 1	Ballerup	Denmark	2750	85	11/16/2004	1/31/2011	Retail Mall
Nygade 3	Kbh V	Denmark	1164	182	10/1/2006	10/1/2011	Street Front
Vestsjællandcentert 4	Slagelse	Denmark	4200	138	8/1/2002	7/31/2012	Retail Mall
Ørbækvej 75	Odensen SØ	Denmark	5220	133	9/1/2002	8/30/2012	Retail Mall
Hobrovej 452	Aalborg SV	Denmark	9200	127	6/1/2003	12/1/2013	Retail Mall
Lejemål 2750	Kgs. Lyngby	Denmark	2800	126	9/1/2003	8/30/2013	Retail Mall
M.P. Brunn's Gade 25	Århus C	Denmark	8000	144	9/15/2003	9/14/2013	Retail Mall
Frederiksgade 26	Århus C	Denmark	8000	192	11/11/2003	11/1/2013	Street Front
Bispensgade 10 Arne Jacobsen Alle 12, Butik	Ålborg	Denmark	9000	149	11/15/2003	11/15/2013	Street Front
102	Kbh S	Denmark	2300	139	2/17/2004	2/16/2014	Retail Mall
Butik 341	Taastrup	Denmark	2630	128	8/1/2004	1/31/2011	Retail Mall
Dalgas Plads 7B	Herning	Denmark	7400	181	10/1/2004	9/30/2011	Retail Mall
Rødovre Centrum 68	Rødovre	Denmark	2610	117	10/1/2004	10/1/2014	Retail Mall
Reberbanegade 3	København S	Denmark	2300	147	11/1/2004	10/30/2014	Retail Mall
Stenlöse Center	Stenlöse	Denmark	3660	156.3	3/15/2005	3/15/2015	Street Front
Kongensgade 56	Esbjerg	Denmark	6700	90	5/1/2005	5/1/2015	Street Front
Kattesundet 8	Svendborg	Denmark	5700	79	11/1/2005	11/1/2015	Street Front
Brødregade 11, st	Randers	Denmark	8900	100	11/21/2005	3/1/2013	Street Front
Finlandsgade 17	Århus N	Denmark	8226	123	8/15/2006	8/15/2011	Retail Mall
Slotsgade 3 E st., Lejl. 4	Hillerød	Denmark	3400	95	11/19/2006	11/1/2015	Retail Mall
Stuen Tv	Horsens	Denmark	8700	150	12/1/2006	12/1/2016	Retail Mall
Butik Nr 91	Herning	Denmark	7400	113	6/1/2007	5/31/2017	Retail Mall
	Viborg	Denmark	8800	129	9/1/2007	8/31/2015	Retail Mall
	Esbjerg N	Denmark	6715	133	9/15/2008	9/15/2013	Retail Mall
	Holstebro	Denmark	7500	165	10/1/2008	10/1/2013	Retail Mall
	Naestved	Denmark	4700	118	8/1/2009	11/11/2011	Retail Mall
	Grenå	Denmark	8500	70	9/1/2009	8/31/2019	Street Front

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DNK0444 Waves	Ovre Bølgen 12 G		Greve	Denmark	2670	124	10/1/2009	9/30/2014	Retail Mall
DNK0445 Sonderborg	Perlegade 75		Sonderborg	Denmark	6400	120	10/15/2009	3/1/2014	Street Front
CAN0807 Sherwood Park Mall	2020 Sherwood Dr. Unit 19		Sherwood Park	AB Canada	A T8 3H9	977	4/14/2002	3/31/2012	Retail Mall
CAN0862 SUNRIDGE MALL	2525-36TH STREET NE Unit 122	SPACE 122	CALGARY	AB Canada	T1 Y 5T4	1311	4/1/2009	3/31/2014	Retail Mall
CAN0863 CHINOOK CENTRE	6455 MACLEOD TRAIL SOUTHWEST Unit				H T2 0K9	1309	6/1/2009	5/31/2014	Retail Mall
CAN0864 Parkland Mall	4747 67TH STREET Unit UNIT 310	UNIT 404	RED DEER	AB Canada	N T4 6H3	971	4/1/2009	3/31/2014	Retail Mall
CAN0865 SOUTHCENTRE MALL	100 ANDERSON ROAD NE Unit 212	UNIT 212	CALGARY	AB Canada	T2 J 3V1	1364	8/1/2009	7/31/2014	Retail Mall
CAN0868 MEDICINE HAT MALL	3292 DUNMORE ROAD Unit 116	SPACE 116	CALGARY	AB Canada	HAT T1 B2R4	1127	7/1/2010	6/30/2015	Retail Mall
CAN0874 East	Edmonton City Centre Unit 32		EDMONTON	AB Canada	T5 J2Z2	976	9/1/2010	1/31/2011	Retail Mall
CAN0883 Unit 283	Kingsway Garden Mall - 109th St & Princess, Eliz. Ave.	UNIT 283	EDMONTON	AB Canada	G T5 3A6	2113	9/18/2009	9/17/2014	Retail Mall
CAN0895 MARLBOROUGH MALL	1240-3800 MEMORIAL DRIVE N.E. Unit 76		CALGARY	AB Canada	T2 A2K2	1057	7/24/2001	7/31/2011	Retail Mall
CAN1601 Centre	North Hill Shopping 1632 - 14th Avenue Unit	NW R 1665	Calgary	AB Canada	N T2 1M7	1178	6/18/2002	6/30/2012	Shopping Centre
CAN1620 Centre	Park Place Shopping 501 First Avenue South Unit E08		Lethbridge	AB Canada	T1 J 4L9	1839	1/1/2009	12/31/2013	Mall
CAN1625 Calgary Market Mall	3625 Shagnappi Trail NW Unit 34-A		Calgary	AB Canada	A T3 0E2	1619	8/11/2004	8/31/2014	Retail Mall
CAN1629 Southgate Centre	#350, 5015-111 Street NW		Edmonton	AB Canada	H T6 4M6	1108	11/21/2005	11/30/2015	Retail Mall
CAN1637 CrossIron Mills	261055 CrossIron Blvd.	Space 465	Rockyview	AB Canada	A T4 0G3	1190	8/19/2009	8/31/2019	Retail Mall
CAN1644 Cornerstone Olds	6900 46 Street #320		Olds	AB Canada	H T4 0A2	1500	3/31/2009	3/31/2014	Strip
CAN1717 Westbrook Mall	Unit		Calgary	AB Canada		1317	12/28/2002	1/31/2013	Strip
CAN1718 South Trail	130th & 48th Streets Unit		Calgary	AB Canada		1815	11/1/2003	12/31/2013	Strip
CAN1720 Skyview Power Centre	13676 137 Avenue NW Unit		Edmonton	AB Canada	T5 L 4Z8	1418	5/1/2010	4/30/2015	Strip
CAN1721 Center	Clareview Shopping 13703 -40th Street NW		Edmonton	AB Canada		1761	2/1/2011	1/31/2014	Strip
CAN1766 St Albert	700 St. Albert Road Unit		St. Albert	AB Canada	N T8 7A5	1863	12/22/2003	2/28/2014	Strip
CAN1768 Lethbridge Town Centre #30	3728 Mayor Magrath Drive South Unit Suite								
CAN1772 Sherwood Town Square	390 Baseline Road Unit 180		Lethbridge	AB Canada	H T1 K 7T6	1921	3/21/2004	5/31/2014	Strip
CAN1777 EB - Wal Mart	West Edmonton Mall - Stony Plain Rd & 184th Street Unit		Sherwood Park	AB Canada	H T8 0X0	2421	4/22/2004	4/30/2012	Strip
CAN1778 (#1778)	Clearwater Landing 19 Riedel St. Unit 105		Edmonton	AB Canada		1518	11/17/2004	1/31/2012	Strip
CAN1783 Sunrise Center			Fort McMurray	AB Canada	H T9 5P8	1304	1/1/2010	12/31/2014	Plaza
CAN1784 Coventry Hills Centre	130 Coventry Village Road NE Unit 205		Calgary	AB Canada	K T3 6B8	1636	3/1/2010	2/28/2015	Strip
CAN1788 Spruce Grove	Highway 16 & Campsite Road Unit		Spruce Grove	AB Canada		1541	7/6/2004	9/30/2011	Strip
CAN1789 Gateway Power Centre	104 10902 105 Avenue Unit 104		Grande Prairie	AB Canada	V T8 7Y5	1540	10/22/2004	1/31/2015	Strip
CAN1793 Red Deer	Southpointe Common 400-5001 19th St. Unit		Red Deer	AB Canada	R T4 3R1	1496	1/14/2005	1/13/2015	Retail Mall
CAN1804 Deerfoot Meadows	Unit		Calgary	AB Canada		2292.8	6/28/2005	6/30/2015	Strip
CAN1816 Cold Lake	2C-4802 43 Ave Unit		Cold Lake	AB Canada	M T9 1K6	1350	12/17/2004	12/16/2014	Retail Mall
CAN1827 Leduc Common	5209 Discovery Way		Leduc	AB Canada	E T9 8N4	1400	11/29/2005	11/28/2015	Retail Mall
CAN1871 Northland Village S/C			Calgary	AB Canada		910	3/3/2007	4/30/2017	Strip
CAN1890 Beacon Hill	11710 Sarcee Trail NW Unit G101		Calgary	AB Canada		1349	12/16/2007	12/15/2017	Strip
CAN2153 Center	Park Place Shopping 501 - 101st Ave. South	Space C2-C4	Lethbridge	AB Canada	T1 J 4L9	2200	2/1/2008	4/30/2011	Retail Mall

CAN2156 Kingsway Garden Mall	Unit 159	109 St. & Princess Elizabeth	Edmonton	AB Canada	G T5 3A6	2258	2/1/2008	3/31/2012	Retail Mall
CAN2215 Deerfoot Outlet Mall	901 64th Ave NE #D7	Space D-7	Calgary	AB Canada	E T2 7P4	1072	12/1/2008	11/30/2013	Retail Mall
CAN2220 Comerstone Slave Lake	#430, 1500 Main Street		Slave Lake	AB Canada	G T0 2A4	2088	2/13/2009	2/28/2014	Strip
West Edmonton Mall -	8882 170 Street, Suite				T				
CAN2237 GameStop	1834	Unit D106	Edmonton	AB Canada	T5 4M2	1026	3/1/2010	2/28/2015	Retail Mall
CAN2240 Comerstone Okotoks	201 Southridge Drive	Unit # 731	Okotoks	AB Canada	S T1 2C8	1511	5/30/2010	5/31/2015	Strip
CAN2245 Peter Pond Mall			Ft. McMurray	AB Canada		1507			Strip
CAN0849 HILLSIDE CENTRE	1644 HILLSIDE AVENUE Unit U61	UNIT 61	VICTORIA	BC Canada	V8 T 2C5	1319	5/1/2010	1/31/2011	Retail Mall
WOODGROVE	6631 ISLAND								
CAN0850 CENTRE	HIGHWAY Unit 27	UNIT 27	NANAIMO	BC Canada	V9 T 4T7	990	5/1/2010	1/31/2011	Retail Mall
CAN0851 Loughheed Town Centre	9855 Austin Avenue Unit 139		Bumaby	BC Canada	V3 J 1N4	1073	2/1/2004	1/31/2014	Retail Mall
CAN0852 Metropolis at Metrotown	4700 Kingsway Unit 1159		Bumaby	BC Canada	H V5 4M1	1598	11/1/2003	10/31/2011	Retail Mall
CAN0853 RICHMOND CENTRE	6551 NUMBER 3 ROAD Unit 1512	UNIT # 1512	RICHMOND	BC Canada	Y V6 2B6	1407	8/1/2004	7/31/2014	Retail Mall
CAN0854 Brentwood Town Centre	4567 Loughheed Highway Unit 33A		Bumaby	BC Canada	V5 C 3Z6	1245	9/1/2004	8/31/2014	Retail Mall
CAN0855 OAKRIDGE CENTRE	650 WEST 41ST AVE. Unit 403	CRU # 403	VANCOUVER WEST	BC Canada	Z V5 2M9	1018	7/1/2010	1/31/2011	Retail Mall
CAN0856 PARK ROYAL	2002 PARK ROYAL SOUTH Unit 1030	UNIT 1030	VANCOUVER	BC Canada	V7 T 1A2	1146	10/1/2006	6/30/2013	Mall
	2965 GUILDFORD TOWN CENTRE Unit								
CAN0857 CENTRE	GUILDFORD TOWN 2264	UNIT 2264	SURREY	BC Canada	R V3 7C1	929	7/1/2010	12/31/2013	Retail Mall
CAN0860 SHOPPING CENTER	ORCHARD PARK 2271 HARVEY AVE Unit 0600	UNIT 0600	KELOWNA	BC Canada	Y V1 6H2	1194	6/1/2010	1/31/2011	Retail Mall
CAN0861 SEVENOAKS	201-32900 SOUTH FRASER WAY Unit 332		ABBOTSFORD	BC Canada	S V2 5A1	1271	10/1/2009	1/31/2011	Retail Mall
CAN0866 CENTRE	MAYFAIR SHOPPING CENTRE 3147 DOUGLAS STREET Unit UNIT 653	UNIT 653	VICTORIA	BC Canada	V8 Z 6E3	1001	7/1/2009	1/31/2011	Retail Mall
CAN0870 Fraser Hwy	Willowbrook SC - 19705 19705 FRASER HIGHWAY Unit 202	UNIT 202	LANGLEY	BC Canada	V3 A7E9	1249	6/1/2010	1/31/2011	Retail Mall
CAN0876 SHOPPING CENTER	CHERRY LANE 2111 MAIN STREET SPACE 204 Unit 204		PENTICTON	BC Canada	V2 A6W6	895	8/29/2010	1/31/2011	Retail Mall
CAN0877 MALL	VILLAGE GREEN 4900-27 STREET Unit 770	SPACE 770	VERNON	BC Canada	V1T -7 G7	1044	10/1/2010	1/31/2011	Retail Mall
CAN0879 COQUITLAM CENTRE	2432		PORT COQUITLAM	BC Canada	B V3 5R5	1153	11/1/2010	1/31/2011	Retail Mall
CAN0896 The Bay Centre	109-1150 DOUGLAS CENTRE Unit 109		VICTORIA	BC Canada	W V8 3M9	1160	9/15/2001	9/30/2011	Retail Mall
CAN0897 NORTH	PACIFIC CENTRE 777 DUNSMEUIR ST. Unit D038D	Unit D038D	VANCOUVER	BC Canada	Y V7 1E8	939	10/1/2001	9/30/2011	Retail Mall
CAN1602 Pine Centre Mall	3117 Massey Drive Unit 115		Prince George North	BC Canada	N V2 2S9	1190	8/1/2007	7/31/2012	Mall
CAN1628 Capilano Mall	45-935 Marine Drive Unit 45	Suite # 45	Vancouver	BC Canada	P V7 1S3	940	1/1/2010	12/31/2011	Retail Mall
CAN1722 Happy Trails	1055 Hillside Drive Unit 7350 120th Street Unit 160		Kamloops	BC Canada	V2 EZS5	1707	9/1/2010	8/31/2013	Retail Mall
CAN1732 Strawberry Hill	6th Avenue & 200th Street Unit		Surrey	BC Canada	W 2 V3 M1	1189	9/21/2008	9/20/2013	Strip
CAN1744 Langley	805 Boyd Street Unit L140		Langley New Westminster	BC Canada	M V3 5X2	1581	3/4/2005	5/31/2012	Strip
CAN1747 New Westminster	6333 Southridge Ave. Unit C2		Prince George	BC Canada		1803	5/28/2004	7/31/2011	Strip
CAN1748 6333 Southridge Ave.	Cranbrook - 2100 2100 Willowbrook Drive Unit		Cranbrook	BC Canada		1496	2/18/2005	4/30/2012	Strip
CAN1750 Willowbrook Dr.	Sumas Way Home 1399 Sumas Way Unit 106		Abbotsford	BC Canada	S V2 8M9	1209	12/13/2003	12/31/2013	Strip

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Mission Valley (The Junction SC)	720-32525 London Avenue Unit Q003			Mission	BC	Canada	V2 6M7	1545	10/11/2004	1/31/2015	Strip
Gateway Station Shopping Center	739 McCallum Drive Unit 105			Victoria (Langford)	BC	Canada	V9 B 6A2	1130	5/25/2004	5/24/2014	Strip
Kelowna Central Park Power Centre	1575 Banks Rd	Unit 102		Kelowna	BC	Canada	V1 X 7Y1	1701	3/11/2005	3/10/2012	Strip
Meadowtown Centre-19800 Lougheed	19800 Lougheed Highway		Unit 725	Pitt Meadows	BC	Canada		1510	12/7/2005	12/31/2012	Retail Mall
Country Club Shopping Centre	120B2 - 3200 Island Hwy N			Nanaimo	BC	Canada	V9 1W1	1180	12/3/2005	12/31/2015	Retail Mall
Surrey West S/C - 88th Avenue	12549 88th Avenue			Surrey	BC	Canada		1153	9/21/2007	11/30/2014	Strip
Park & Tilford Shopping Centre	Unit			North Vancouver	BC	Canada		1419	10/1/2010	9/30/2015	Strip
The Rise	457 8th Ave. West			Vancouver	BC	Canada	V5 Y 3Z5	920	9/30/2008	9/30/2013	Strip
Westbank Hub Centre	3550 Carrington Road			Westbank	BC	Canada		1305	3/26/2008	3/25/2013	Strip
Peninsula Village Shopping Centre	15355-24th Ave.	Space H840/H850		South Surrey	BC	Canada	V4 A 2H9	2013	9/11/2010	9/10/2015	Strip
Surrey South - 2285 160th St.	2285-160th St.	Building E, Unit 60		Surrey	BC	Canada	V3 S 9N6	1546	12/5/2008	1/31/2014	Strip
Ironwood Plaza	3065 Steveston Hwy			Richmond	BC	Canada		1248	6/30/2010	6/30/2015	Strip
Polo Park Shopping Centre	66Q-1485 Portage Ave. Unit 161A			Winnipeg	MB	Canada	R3 G0W4	1277	3/1/2002	2/29/2012	Retail Mall
Kildonan Place SC - Regent Ave. W	1555 REGENT AVENUE WEST Unit T68	UNIT T	-68	WINNIPEG	MB	Canada	R2 C 4J2	941	8/1/2008	7/31/2013	Retail Mall
St. Vital Centre	86 - 1225 St. Mary's Road		Unit 129	Winnipeg	MB	Canada	R2 5E5	1239	4/1/2009	3/31/2014	Retail Mall
GARDEN CITY SHOPPING	2305 MCPHILLIPS STREET Unit 237		UNIT 237	WINNIPEG	MB	Canada	R2 V 3E1	1230	4/19/2010	1/31/2011	Retail Mall
SHOPPERS MALL	1570 18TH STREET Unit 70			BRANDON	MB	Canada	R7 A5C5	1100	8/1/2010	1/31/2011	Retail Mall
BRANDON	1665 Kenaston Blvd. Unit Bldg F Unit 1			Winnipeg	MB	Canada	R3 3M4	1545	2/1/2010	1/31/2015	Strip
Kenaston Place Centre	C5 - 3647 Portage Avenue Unit			Winnipeg	MB	Canada	R3 2G6	1730	11/20/2004	1/31/2012	Retail Mall
Unicity	Polo Park - 915 Empress St.			Winnipeg	MB	Canada	R3 3P8	1541	10/20/2005	12/31/2012	Strip
Empress St.	100-915 Empress St.			Winnipeg	MB	Canada	R3 3P8	1541	10/20/2005	12/31/2012	Strip
Selkirk Crossing - Manitoba Ave	12 - 1014 Manitoba Ave Unit			Sekirk	MB	Canada	R1 4M2	1433	8/13/2005	8/31/2015	Strip
Manitoba Ave	1-1574 A Regent Ave. W.	Unit #	74-01	Winnipeg	MB	Canada	R2 C 3B4	1500	12/22/2005	12/21/2015	Retail Mall
Crossroads Station	3 - 825 18th Street N. Unit			Brandon	MB	Canada	R7 A 7S1	1434	11/16/2005	11/30/2015	Retail Mall
Corral Centre	Grant Park Festival - 1130 Taylor Ave.		Unit 2	Winnipeg	MB	Canada	R3 3Y9	1792	6/19/2009	6/30/2019	Strip
1130 Taylor Ave	1130 Taylor Ave.			Winnipeg	MB	Canada	R3 3Y9	1792	6/19/2009	6/30/2019	Strip
Royal Plains - Sissons Dr	2352 Sissons Drive		Unit 8	Portage la Prairie	MB	Canada	R1 0G5	1412	5/22/2009	5/31/2014	Strip
2352 Sissons Drive	519 WESTMORLAND ROAD Unit E015	SPACE E015		SAINT JOHN	NB	Canada	E2 J3W9	1161	8/1/2010	7/31/2015	Retail Mall
MCALLISTER PLACE	1381 REGENT STREET Unit L001		UNIT L001	FREDERICTON	NB	Canada	E3 C 1A2	1041	8/1/2010	1/31/2011	Retail Mall
REGENT MALL	477 PAUL STREET SPACE D-11A Unit D-										
CHAMPLAIN PLACE	11A			DIEPPE	NB	Canada	E1 A4X5	815	11/1/2010	1/31/2011	Retail Mall
70 Consumers Drive	70 Consumers Drive Unit			St. John	NB	Canada	E2 J 4Z3	1688	12/1/2004	1/31/2012	Strip
St. John Wal-Mart	1033 Prospect Street Unit			Fredericton	NB	Canada	E3 B 3B9	1512	2/1/2010	1/31/2015	Retail Mall
Empire Plaza	Plaza Blvd Unit			Moncton	NB	Canada		1800	3/27/2010	3/26/2015	Retail Mall
Plaza Boulevard	Madawaska Road			Grand Falls	NB	Canada		1200	4/16/2010	4/15/2015	Strip
Madawaska Road	Unit #4			Grand Falls	NB	Canada		1200	4/16/2010	4/15/2015	Strip
Plaza	Unit #4			Grand Falls	NB	Canada		1200	4/16/2010	4/15/2015	Strip
Miramichi Power Centre	Unit			Miramichi	NB	Canada		1800	10/29/2005	1/31/2016	Strip
CAN1854 St. Peter Avenue				Bathurst	NB	Canada		1600			Strip
48 KENMOUNT ROAD	48 KENMOUNT ROAD Unit 2155		UNIT 2155	ST. JOHN'S	NF	Canada	A1 1W3	981	7/1/2006	6/30/2011	Retail Mall
AVALON MALL	430 TOPSAIL RD. Unit F9			ST. JOHNS	NF	Canada	A1 E4N1	1076	5/4/2007	3/31/2012	Retail Mall
Village Shopping Centre	95 Stavanger Drive Unit Building C, Unit 6			St. John's	NF	Canada	A1 A 5N6	1845	11/30/2003	1/31/2014	Strip
First Pro Stavanger	Old Placentia Road & Ruby Line Unit			Mount Pearl	NF	Canada		1542	12/13/2005	2/28/2013	Strip
Mount Pearl	Unit			Mount Pearl	NF	Canada		1542	12/13/2005	2/28/2013	Strip

CAN1774	Comer Brook Kenmount - First St.	22 Murphy Square Unit			Comer Brook	NF	Canada	A2 H 1R4 1544	4/20/2004	6/30/2014	Strip
CAN1828	John's Development	55 Kelsey Drive	Unit H4		St. John's	NF	Canada	A1 B 5C8 1535 V	11/14/2005	1/31/2013	Retail Mall
CAN1868	Wal-Mart - Gander SUNNYSIDE MALL -	29 Roe Ave Unit 1 1595 BEDFORD			Gander	NL	Canada	A1 1W8 1472	8/12/2006	10/31/2013	Strip
CAN0834	Bedford Hwy St HALIFAX SHOPPING CENTER-Mumford	HIGHWAY Unit 163	SUITE 163		BEDFORD	NS	Canada	B4 A 3Y4 1033	10/1/2008	9/30/2013	Retail Mall
CAN0837	Rd7001 MUMFORD ROAD		Unit 236		HALIFAX	NS	Canada	B3 L 4R3 1258	6/15/2009	5/31/2014	Retail Mall
CAN0845	MIC MAC MALL	21 MIC MAC BOULEVARD Unit 167	UNIT 167		DARTMOUTH	NS	Canada	B3 A 4N3 1036	9/1/2009	8/31/2014	Retail Mall
CAN1624	Truro Mall	245 Robie Street Unit A-14			Truro	NS	Canada	B2 N 5N6 1193	11/1/2004	4/30/2014	Retail Mall
CAN1739	Downsview Plaza - Sackville Dr	752 Sackville Drive Unit			Lower Sackville	NS	Canada	B4 E1R7 1183	6/1/2008	5/31/2013	Strip
CAN1790	New Minas Centre	9121 Commercial Street Unit			New Minas	NS	Canada	B4 N 3E7 1413	11/24/2004	1/31/2012	Strip
CAN1802	Wal-Mart Bridgewater	4 New Pine Grove Rd Unit 1	RR #	2	Bridgewater	NS	Canada	B4 V 4H5 1517	11/4/2005	1/31/2013	Retail Mall
CAN1829	Chain Lake Drive Plaza Young Kempt Centre-	Chain Lake Drive Plaza Unit			Halifax	NS	Canada	1663	4/15/2010	4/14/2015	Strip
CAN1836	Young St	6061 Young St			Halifax	NS	Canada	1893	4/1/2005	2/28/2015	Strip
CAN1837	Stars Road Plaza				Yarmouth	NS	Canada	1400			Strip
CAN1852	Mayflower Annex Mall	800 Grand Lake Road			Sydney	NS	Canada	1800			Strip
CAN2202	Highland Square	689 Westville Road			New Glasgow	NS	Canada	B2 H 2J6 1290	3/13/2008	2/28/2013	Retail Mall
CAN2203	County Fair Mall				New Minas	NS	Canada	1376	1/31/2008	2/28/2013	Retail Mall
CAN2226	Yarmouth Mall Distribution Center Annex	76 Stars Road Airport Rd.	Unit #	6	Yarmouth Brampton	NS ON	Canada	B5 A 2T5 1645 59148	3/14/2009 4/1/2008	3/13/2014 12/30/2016	Retail Mall Distribution Center
CAN2234	Ancaster Plaza				Ancaster	ON	Canada	1500			Strip
CAN0805	Conestoga Mall GS	550 King St. North 25 The West Mall Unit 1726	Unit H	-10	Waterloo	ON	Canada	L N2 5W6 1350	10/15/2009	10/31/2014	Retail Mall
CAN0808	Sherway Gardens Northgate Square	1500 Fisher Street Unit T-184			Etobicoke	ON	Canada	M9 C 1B8 776	5/2/2002	5/31/2012	Retail Mall
CAN0809	Shopping Centre Markville Shopping Centre	5000 Highway 7 East Unit 11			North Bay	ON	Canada	P1 B 2H3 1156.5 R	5/26/2002	6/30/2012	Mall
CAN0811	UPPER CANADA MALL	17600 YONGE STREET Unit E16	UNIT #E-16		NEWMARKET	ON	Canada	L3 4M9 1369	11/1/2003	1/31/2014	Retail Mall
CAN0813	Fairview Mall - Cadillac SCARBOROUGH	1800 Sheppard Avenue E Unit U275	UNIT		Willowdale	ON	Canada	M2 J 5A7 809	11/1/2003	10/31/2013	Retail Mall
CAN0814	TOWN CENTRE PICKERING TOWN CENTRE	300 BOROUGH DRIVE Unit 21	UNIT #	021	SCARBOROUGH	ON	Canada	M1 P 4P5 1050	1/1/2010	12/31/2015	Retail Mall
CAN0815	Mapleview Shopping Centre	1355 KINGSTON ROAD Unit 144			PICKERING	ON	Canada	L1 V 1B8 1260	9/1/2003	8/31/2013	Mall
CAN0816	Quinte Mall	900 Maple Avenue Unit A5	Box 207		Burlington	ON	Canada	L7 S 2J8 797	4/1/2004	3/31/2014	Retail Mall
CAN0817	Carlingwood Mall	390 North Front Street Unit L6			Belleville	ON	Canada	K8 P 3E1 1544	4/1/2004	3/31/2014	Retail Mall
CAN0818	PEN CENTRE	2121 Carling Avenue Unit 76			Ottawa ST. CATHERINES	ON	Canada	K2 A 1H2 785	5/1/2004	4/30/2014	Retail Mall
CAN0819	RIDEAU CENTRE	221 GLENDALE AVE. Unit 116	UNIT			ON	Canada	L2 T 2K9 915	11/6/2001	9/30/2011	Retail Mall
CAN0820	Oshwa Centre SQUARE ONE	50 RIDEAU STREET Unit 129	UNIT #	129	OTTAWA	ON	Canada	K1 N 9J7 1252	3/1/2006	2/28/2011	Retail Mall
CAN0822	SHOPPING CENTRE	419 King Street West Unit 2222			Oshwa	ON	Canada	L1 J 2K5 1473	8/1/2004	7/31/2014	Mall
CAN0823	EB	100 CITY CENTRE DRIVE Unit 2-115	UNIT #	2-115	MISSISSAUGA	ON	Canada	L5 B 2C9 1145	5/1/2004	4/30/2014	Retail Mall
CAN0824	STONE ROAD MALL	110 PLACE D'ORLEANS DR. Unit 520	UNIT #	520, BOX #87	ORLEANS	ON	Canada	K1 C 2L9 1135 G	6/1/2009	5/31/2014	Retail Mall
CAN0825	WHITE OAKS MALL	435 STONE ROAD Unit L2	UNIT #	301	GUELPH	ON	Canada	N1 2X6 1237	7/1/2009	6/30/2011	Retail Mall
CAN0826	NEW SUDBURY CENTRE	1105 WELLINGTON RD. S. Unit 301	UNIT #	301	LONDON	ON	Canada	N6 E 1V4 1052	6/1/2009	1/31/2012	Retail Mall
CAN0827	YORKDALE SHOPPING CENTRE	1349 LASALLE BOULEVARD Unit 15	UNIT #	15	SUDBURY	ON	Canada	P3 A 1Z2 910	6/1/2009	5/31/2014	Retail Mall
CAN0828	SHOPPING CENTRE	3401 DUFFERIN STREET Unit 121	UNIT #	121	NORTH YORK	ON	Canada	M6 A 2T9 711	10/1/2008	2/28/2013	Retail Mall

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CAN0829 FAIRVIEW PARK MALL	2960 KINGSWAY DRIVE Unit G006	UNIT G6	KITCHENER	ON Canada	C N2 1X1	1294	6/1/2006	5/31/2016	Retail Mall
CAN0830 Lime Ridge Mall - EB	999 UPPER WENTWORTH Unit 116B		HAMILTON	ON Canada	A L9 4X5	1265	1/15/2004	1/31/2014	Retail Mall
CAN0831 EBGames	Georgian Mall - 509 BAYFIELD STREET Unit D021	UNIT D21	BARRIE	ON Canada	M L4 4Z8	1058	8/24/2005	8/31/2015	Retail Mall
CAN0832 CENTER	INTERCITY SHOPPING 1000 FORT WILLIAM ROAD Unit 4	SUITE 203	THUNDER BAY	ON Canada	B P7 6B9	1218	8/1/2010	7/31/2015	Retail Mall
CAN0833 LYNDEN PARK MALL	84 LYNDEN ROAD Unit F-14	CRU 14	BRANTFORD	ON Canada	R N3 6B8	1120	9/1/2010	8/31/2012	Retail Mall
CAN0835 Timmins Square	1500 Riverside Drive	Unit 17B	Timmins	ON Canada	R P4 1A1	1365	5/1/2010	4/30/2015	Retail Mall
CAN0836 The Promenade SC	1 Promenade Circle	Unit #	0149 Thornhill	ON Canada	R L4 J 4P8	1492	11/15/2009	11/30/2016	Retail Mall
CAN0838 Erin Mills Town Center	5100 Erin Mills Parkway		Mississauga	ON Canada	M L5 4Z5	2170	11/25/2009	11/30/2014	Retail Mall
CAN0839 EASTGATE SQUARE	75 CENTENNIAL PARKWAY NORTH	UNIT G28	STONEY CREEK	ON Canada	E L8 2P2	1469	9/20/2009	9/30/2014	Retail Mall
CAN0840 DUFFERIN MALL	900 DUFFERIN STREET Unit UNIT 130	UNIT 130	TORONTO	ON Canada	H M6 4B1	1040	12/1/2008	11/30/2013	Retail Mall
CAN0841 CENTRE	CATARAQUI TOWN 945 GARDINERS ROAD Unit U-002	SPACE U- 001A	KINGSTON	ON Canada	M K7 7H4	1190	8/6/2005	8/31/2015	Retail Mall
CAN0842 Woodbine Centre GS	500 Rexdale Blvd. 3100 HOWARD AVE Unit T7	Unit M009	Etobicoke	ON Canada	W M9 6K5	1371	6/27/2010	7/31/2015	Retail Mall
CAN0843 DEVONSHIRE MALL	300 LAKESHORE DRIVE Unit UNIT 314	SPACE T7	WINDSOR	ON Canada	X N8 3Y8	1373	4/1/2009	3/31/2014	Retail Mall
CAN0844 NORTH BAY MALL	1680 RICHMOND STREET NORTH Unit	UNIT 314	NORTH BAY	ON Canada	A P1 3V2	1077	6/1/2009	1/31/2011	Retail Mall
CAN0846 MASONVILLE PLACE	L124	L124	LONDON	ON Canada	G N6 3Y9	1388	9/1/2009	8/31/2014	Retail Mall
CAN0847 CLOVERDALE MALL	250 THE EAST MALL Unit 229	UNIT 229	ETOBICOKE	ON Canada	B M9 3Y8	876	1/1/2010	1/31/2011	Retail Mall
CAN0848 SHOPPING CENTR	LANSDOWNE PLACE L015A 9350 YONGE STREET SPACE B-017A Unit		PETERBOROUGH	ON Canada		K9 J 7Y5 1090	11/1/2010	1/31/2011	Retail Mall
CAN0875 HILLCREST MALL	B-017A		RICHMOND HILL	ON Canada	G L4 C5G2	1157	9/1/2010	1/31/2011	Retail Mall
CAN0884 CENTRE	BRAMALEA CITY 25 PEEL CENTRE DRIVE Unit 253B		BRAMPTON	ON Canada	T L6 3R5	1261	6/26/2001	6/30/2011	Retail Mall
CAN0890 9	Shoppers World EB unit 499 MAIN STREET SOUTH Unit 9		BRAMPTON	ON Canada	Y L6 1N7	1330	6/1/2001	5/31/2011	Retail Mall
CAN0894 ex-Centre Mall	The Centre on Barton - 1227 Barton St. East 1380 London Rd. Unit 139	Unit Q9	Hamilton	ON Canada		L8 H2V4 1447	5/1/2009	4/30/2019	Retail Mall
CAN0898 Lambton Mall	Toronto Eaton Centre 220 Yonge Street Unit N109	Suite 110 Box 511	Toronto	ON Canada	B M5 2H1	875	7/15/2002	7/31/2012	Retail Mall
CAN1608 Cambridge Centre	355 Hespeler Road Unit Unit 305	Unit 305	Cambridge	ON Canada	R N1 6B3	1200	8/8/2002	8/31/2012	Retail Mall
CAN1613 Orillia Square Mall	1029 Brodie Dr., RR 4 Unit 39	Box 11, Unit 39	Orillia	ON Canada	V L3 6H4	1192	11/10/2002	1/31/2013	Retail Mall
CAN1614 Centerpoint Mall	Yonge St. & Steeles Ave. Unit Unit 76		Willowdale	ON Canada	M M2 3X4	1035	11/24/2002	1/31/2013	Retail Mall
CAN1619 Oakville Place	240 Leighland Avenue Unit		Oakville	ON Canada	H L6 3H6	1115	4/7/2004	4/30/2014	Retail Mall
CAN1622 Station Mall	293 Bay Street Unit B-6 1 Brass Pro Mills Drive Unit 245		Sault St. Marie	ON Canada	A P6 1X3	1152	4/6/2004	4/30/2014	Retail Mall
CAN1623 Vaughan Mills Mall	Bayshore Shopping 100 Bayshore Drive Unit A15		Vaughan	ON Canada	K L4 5W4	1100	11/4/2004	1/31/2015	Retail Mall
CAN1626 Centre	Billings Bridge Shopping Centre		Nepean	ON Canada	B K2 8C1	807	10/14/2004	10/31/2014	Retail Mall
CAN1632 Centre			Ottawa	ON Canada		1443	5/31/2007	5/30/2017	Retail Mall
CAN1633 Woodside Square	1571 Sandhurst Circle 3495 Lawrence Ave. East		Scarborough	ON Canada	V M1 1V2	687	9/2/2006	8/31/2016	Retail Mall
CAN1638 Cedarbrae Mall		Unit 57	Scarborough	ON Canada	H M1 1B3	948	1/31/2009	1/31/2014	Retail Mall
CAN1641 Milton Mall	55 Ontario Street South	Space A002	Milton	ON Canada	T L9 2M3	1510	3/7/2009	3/31/2014	Retail Mall
CAN1642 - Gamestop	RioCan Centre Vaughan 8280 Highway 27	Unit B	-6 Vaughan	ON Canada	H L4 0R9	1588	6/20/2009	6/19/2014	Strip

CAN1646 Morningside Crossings	4525 Kingston Rd.	Unit H10	Toronto	ON Canada	E M1 2P1	1427.73	2/1/2009	1/31/2014	Strip
CAN1649 Wismer Commons	9830 Hwy 48 (Markham Rd.)	Building R, Unit 2	Markham	ON Canada	E L6 0H7	1314	3/30/2010	3/31/2015	Strip
CAN1700 Road	2880 Queen Street East Unit	Unit C	-17 Brampton	ON Canada	T L6 3G1	2057	5/1/2009	4/30/2012	Retail Mall
CAN1701 6045 Mavis	Heartland Town Centre- 6045 Mavis Road Unit 4	Unit 4	Mississauga	ON Canada	V L4 1E3	1844	4/26/2002	4/30/2012	Strip
CAN1702 6985 Yonge Street	6985 Yonge St. Unit – 2374 Yonge Street Unit		North York	ON Canada	M M2 3X9	1500	2/1/2009	1/31/2014	Strip
CAN1703 2374 Yonge Street	– 1300 Kingston Road Unit Unit 4		Toronto	ON Canada	P M4 2E6	1650	3/13/2007	3/12/2012	Strip
CAN1704 Hub			Pickering	ON Canada	L1 V3M9	1822	3/1/2007	2/29/2012	Strip
CAN1705 South	RioCan Centre London 387-401 Wellington Street South Unit 397-B		London	ON Canada	C N6 4P9	1232	8/8/2007	8/7/2012	Strip
CAN1706 Thickson Place	80 Thickson Road Unit 1070 Major Mackenzie Drive E. Unit F106		Whitby	ON Canada	N L1 7T2	1808	5/1/2010	1/31/2011	Strip
CAN1707 Baymac SC	17906 Yonge Street Unit Unit #3		Richmond Hill	ON Canada	L4 S1P3	1576	11/1/2009	10/31/2012	Strip
CAN1708 Woodland Hills Centre	45 Sportsworld Drive - Unit		Newmarket	ON Canada	L3 Y8S1	1800	5/1/2010	4/30/2015	Strip
CAN1709 Tonecraft	1979 E 16th Street E Unit E-1		Kitchener	ON Canada	P N2 2JS	2250	7/1/2009	6/30/2014	Strip
CAN1710 Owen Sound Centre	Harwood Avenue & Highway 2 Unit D-6		Owen Sound	ON Canada	N4 K6Y3	1831	12/1/2009	11/30/2012	Strip
CAN1711 Durham Centre	Kanata Entertainment Centrum Unit		Ajax	ON Canada	L1 S 2J1	1755	9/11/2003	9/10/2013	Strip
CAN1712 Centrum	1925 Dundas Street Unit		Kanata	ON Canada		1480	11/28/2002	1/31/2013	Strip
CAN1713 Argyle Mall- Dundas St.	181 N. Queen Street Unit		London	ON Canada	V N5 1P7	2013	9/1/2008	8/31/2013	Strip
CAN1714 Queen's Square	3003 Danforth Avenue Unit 6 A		Etobicoke	ON Canada	C M9 1A7	1841	11/1/2009	10/31/2012	Strip
CAN1716 Shoppers World Danforth	50 Marketplace Avenue Unit Building E Unit		East York	ON Canada	C M4 1M9	1946	1/1/2008	12/31/2012	Strip
CAN1719 Marketplace (Barrhaven)	3 261 Oak Walk Drive Unit 6		Ottawa	ON Canada	J L2 5G3	1225	5/1/2008	4/30/2013	Strip
CAN1723 Trafalgar 5	London North SC /Hyde Park Ctr-Fanshawe 1380		Oakville	ON Canada	H L6 6M3	1537	6/1/2010	1/31/2011	Strip
CAN1726 Fanshawe Park Road W			London	ON Canada	G N6 5B1	1532	3/31/2006	1/31/2013	Strip
CAN1727 W. C. 401	Highway 401 & Winston Churchill Blvd. Unit		Mississauga	ON Canada		1499	11/21/2005	1/31/2013	Strip
CAN1728 Harmony Rd.	1471 Harmony Road North	Unit #C0007	Oshawa	ON Canada	H L1 7K5	1514	9/9/2008	7/31/2015	Strip
CAN1729 Garden City Centre	420 Vansickle Road Unit K-1		St. Catherine's	ON Canada	R L2 6P9	1498	2/13/2004	12/31/2013	Strip
CAN1730 (Scarb Milner)	799 Milner Avenue		Scarborough	ON Canada	B M1 3C3	1533	12/17/2005	11/30/2012	Strip
CAN1733 South Common Centre	2150 Burnhamthorpe Rd. W. Unit E 101		Mississauga	ON Canada	L L5 3A3	1314	12/4/2003	2/28/2011	Strip
CAN1734 Railside Centre	1063 Talbot Street Unit		St. Thomas	ON Canada	P N5 1G4	1557	3/26/2004	5/31/2011	Strip
CAN1740 Geneva St. - FCR	311 Geneva Street Unit		St. Catherines	ON Canada	N L2 2G1	1800	10/26/2003	10/31/2011	Strip
CAN1743 Alton Centre	4521 Dundas Street Unit		Burlington	ON Canada	R L7 3X4	1577	7/2/2004	9/30/2011	Strip
CAN1749 Centre	849 St. Clair Street		Chatham	ON Canada		1531	4/1/2005	5/31/2012	Strip
CAN1751 Steeles Ave	Riocan Marketplace - 2081 Steeles Avenue West	Unit G1	Toronto	ON Canada	E M3 J 3N3	1401	10/1/2009	9/30/2014	Strip
CAN1752 Fairgrounds	Orangeville Mall - RioCan 65 Fourth Avenue Unit C-4		Orangeville	ON Canada	W L9 1G5	1799	10/26/2003	10/25/2013	Strip
CAN1753 1200 Brant Street	1200 Brant Street Unit		Burlington	ON Canada	P L7 5C6	2252.8	8/1/2010	7/31/2013	Strip
CAN1754 Bayview Glen	8865 Yonge St		Richmond Hill	ON Canada		1701.12	6/15/2004	6/30/2011	Strip
CAN1755 Morrison St.	RioCan Niagara - 7190 7190 Morrison Street Unit Suite C5		Niagara Falls	ON Canada	E L2 7K5	1815	8/1/2010	7/31/2013	Strip
CAN1756 Woolrich Centre	Hwy 86 & King Street N Unit		Waterloo	ON Canada		1500	11/11/2011	11/12/2011	Strip
CAN1757 Islington Ave.	Rexdale Mall - 2267 2267 Islington Avenue		Etobicoke	ON Canada	W M9 3W7	1456	8/30/2005	10/31/2012	Strip

LEASED
PROPERTIES

SCHEDULE
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Laurentian Power Centre					E					
CAN1758 - 245 Strasbury	245 Strasburg Road		Kitchener	ON Canada	N2 3W7	1162	11/25/2003	1/31/2014	Strip	
	1154 Chemong Road				H					
CAN1759 Portage Place	Unit C-2		Peterborough	ON Canada	K9 7J6	1507	11/15/2003	11/30/2013	Strip	
	1 Hespeler Road Unit				R					
CAN1761 Delta Centre	H-2		Cambridge	ON Canada	N1 8L4	1302	12/15/2003	12/31/2011	Strip	
	1719 Merivale -				G					
CAN1762 Viewmount Ctr.	1719 Merivale Road		Nepean	ON Canada	K2 3K2	2044	12/14/2003	2/28/2011	Strip	
	Unit #100				R					
CAN1763 Brantford Commons	300 King George Rd		Brantford	ON Canada	N3 5L8	1508	9/1/2005	8/31/2012	Strip	
	40 McEwan Drive E.				E					
CAN1764 Bolton	Unit 10		Bolton	ON Canada	L7 2Y3	1503.89	6/24/2004	8/31/2011	Strip	
	960 Southdown Road				J					
CAN1769 Clarkson Crossing	Unit C-14		Mississauga	ON Canada	L5 2Y4	1275	2/13/2004	2/28/2014	Strip	
	Dorval Crossing - Oakville				M					
CAN1770 Towne Centre	220 North Service Road		Oakville	ON Canada	L6 2Y1	1927	2/15/2004	4/30/2014	Strip	
	Unit				B					
CAN1773 Thunder Bay Centre	D9 - 949 Fort William		Thunder Bay	ON Canada	P7 3A6	1514	11/19/2005	11/18/2015	Retail Mall	
	Rd. Unit									
CAN1775 Midland			Midland	ON Canada		1595	10/30/2006	12/31/2013	Strip	
	75 Strathy Road Unit				A					
CAN1776 Cobourg	Unit 2	Bldg C	Cobourg	ON Canada	K9 5W8	1561	6/2/2004	8/31/2011	Strip	
	Michael-Angelo's				R					
CAN1779 Marketplace	8555 Woodbine Ave		Markham	ON Canada	L3 4X9	1435.7	11/1/2010	10/31/2013	Strip	
	Unit				C					
CAN1780 Rd	Fairway Plaza - Fairway		Kitchener	ON Canada	N2 1X4	1401	8/20/2004	8/31/2014	Strip	
	655 Fairway Road				V					
	South Unit B-06									
CAN1781 Dughill Rd - Frontena	470 Second Dughill		Trenton	ON Canada	K8 5P4	1739	12/25/2004	12/24/2014	Strip	
	Road Unit A				V					
	Brockville Centre -									
CAN1786 Parkedale Ave	1958 Parkedale		Brockville	ON Canada	K6 5T6	1528	10/21/2005	12/31/2012	Retail Mall	
	Avenue Unit A				W					
CAN1791 Rd	Orleans Centre - Innes		Orleans	ON Canada	K1 1K9	1542	10/31/2005	12/31/2012	Retail Mall	
	5-3890 Innes Road Unit									
CAN1794 Park Place Center	Highway 400 & Molson		Barrie	ON Canada		1500			Strip	
	Park Drive				J					
CAN1800 Brookdale Centre	960 Brookdale Avenue		Corwall	ON Canada	K6 4P5	1506	6/3/2004	5/31/2014	Strip	
	Unit 15				R					
CAN1807 Whitby North	4160 Baldwin Street,		Whitby	ON Canada	L1 3H8	1524	11/13/2004	1/31/2012	Strip	
	South Unit K-9				Y					
CAN1808 Collingwood Centre	99 Balsam Street Unit 5		Collingwood	ON Canada	L9 3Y6	1729	11/19/2004	1/31/2015	Strip	
	4128 Walker Road Unit				W					
CAN1814 Ferami Plaza - Walker Rd.	10		Windsor	ON Canada	N8 3T5	1740	12/5/2004	1/31/2015	Retail Mall	
	Meadowdale Town									
CAN1821 Centre	Aquataine Ave. &	Unit M01	Mississauga	ON Canada		1164	11/8/2007	1/31/2015	Strip	
	Wrwston Churchill Blvd.				J					
	950 Lansdowne Street									
CAN1822 Parkway Centre	W. Unit		Peterborough	ON Canada	K9 1Z9	1985	8/23/2010	1/31/2015	Strip	
	Eglinton SC - 1900									
CAN1823 Eglinton Ave E	1900 Eglinton Ave E		Scarborough	ON Canada		1454	3/6/2007	5/31/2014	Strip	
	Meadowlands Town				K					
CAN1824 Centre	1001 Golf Links Road		Ancaster	ON Canada	L9 1L6	1980	8/1/2009	1/31/2011	Strip	
	Unit									
CAN1825 Upper James Square	Upper James Square		Hamilton	ON Canada		1818	5/1/2010	4/30/2015	Strip	
	Unit				H					
CAN1834 East	3434 Lawrence Avenue		Toronto	ON Canada	M1 1A9	1400	6/16/2005	6/30/2012	Strip	
	Unit				T					
CAN1835 Milton Crossroads	1290 Steeles Ave.		Milton	ON Canada	L9 6R1	1809.8	10/1/2005	9/30/2015	Strip	
					M					
CAN1838 Taylor Kidd Marketplace	599 Taylor-Kidd Blvd	Unit 1	Kingston	ON Canada	K7 3X9	1711	12/9/2005	12/8/2015	Retail Mall	
	2471 St.Claire Avenue				N					
CAN1849 Stockyards	West	Space B-1	Toronto	ON Canada	M6 4Z5	1248	9/21/2006	11/30/2013	Strip	
CAN1855 Festival Marketplace	Unit		Stratford	ON Canada		1900	10/14/2005	10/31/2015	Strip	
	Hespeler-Cambridge-				R					
CAN1856 Pinebush Rd.	55 Pinebush Rd. Unit		Cambridge	ON Canada	N1 8K5	1457	5/19/2006	7/31/2013	Strip	
	600				R					
		142 Young								
CAN1860 Alliston Mills		Street West	Alliston	ON Canada	L9 1P8	1539	11/15/2006	11/30/2016	Retail Mall	
	17 Woodlawn Road	Unit			H					
CAN1861 Guelph Walmart	West	#	Guelph	ON Canada	N1 1G8	1360	4/25/2009	6/30/2016	Strip	
		400								
		5213 Power								
		Centre Blvd.								
		Building A Unit			A					
CAN1863 Valley	CAN1863	#1	Drayton	ON Canada	T7 1S7	1545	11/1/2006	10/31/2016	Strip	
	Hamilton Mountain -				R					
CAN1867 2172 Rymal Rd E	2172 Rymal Rd East	Unit 101	Hamilton	ON Canada	L0 1P0	2010	2/28/2010	3/31/2015	Strip	
	Glanbrook									
	Gerrard Square-1000									
CAN1872 Gerrard St. E	1000 Gerrard St. E.	Unit # D014	Toronto	ON Canada		1186	4/1/2007	3/31/2014	Not set	
	Barrie Power Centre -									
CAN1874 Mapleview Dr.	35 Maple View Dr.	Unit D 3B	Barrie	ON Canada		2050	11/4/2007	12/31/2012	Strip	

Bathurst Centre - Disera						J							
CAN1875	Dr.	11 Disera Drive	Unit 260	Thornhill	ON Canada	L4 0A7	1754	6/23/2008	7/31/2018	Strip			
Pickering SWM - 1899													
CAN1876	Brock Rd.	1899 Brock Rd.		Pickering	ON Canada		2046	10/27/2007	11/30/2012	Strip			
Aurora SWM - First													
CAN1877	Commerce Dr.	91 First Commerce Drive	Unit 9	Aurora	ON Canada		1514	4/28/2008	5/31/2013	Strip			
Carleton Place - McNeely													
CAN1878	Ave	438 McNeely Avenue Unit 3		Carleton Place	ON Canada	K76 0 A6	1823	10/31/2007	11/30/2012	Strip			
Stonebridge by the Bay aka.													
CAN1879	F-1	Wasaga Beach Unit	321 Main Street	Wasaga Beach	ON Canada	L9 0B6	1400	2/4/2008	3/15/2013	Strip			
Clairfields Commons													
CAN1881		5 Clair Road West	Unit #	9 Guelph	ON Canada	N1 0A6	1298	12/6/2007	1/31/2013	Strip			
Adelaide Rd. & Carroll Street East													
CAN1883	Adelaide & Carroll			Strathroy	ON Canada		1500			Strip			
Sault Centre - Great													
CAN1884	Northern Rd	524 Great Northern Rd.	Unit 3	Sault Ste. Marie	ON Canada	B P6 4Z9	2663	1/12/2008	1/31/2018	Strip			
Hwy. 401 & County Rd. 41													
CAN1889	41	Hwy. 401 & county Rd. 41		Napanee	ON Canada		1500			Strip			
Hwy. 48 & Hoover Park Drive													
CAN1891	Hoover Park	Hwy. 48 & Hoover Park Drive		Stouffville	ON Canada		1500			Strip			
First Pro Stevenson & Hwy. 401													
CAN1892	Oshawa South SWM	First Pro Stevenson & Hwy. 401		Oshawa	ON Canada		1500			Strip			
Sir John Macdonald & Princess Street													
CAN1893	Kingston SWM	Sir John Macdonald & Princess Street		Kingston	ON Canada		1500			Strip			
Samia Shopping Center													
CAN1894	- Quinn Dr.	1444 Quinn Dr.		Samia	ON Canada		1562	11/22/2008	12/31/2013	Strip			
Woodland Road & Power Drive													
CAN1895	Welland SWM	Woodland Road & Power Drive		Welland	ON Canada		1500			Strip			
801 York Mills Rd													
CAN2104	801 York Mills	801 York Mills Rd	Unit 15 - 17	Toronto	ON Canada	B M3 1X8	1547	6/26/2010	6/30/2015	Strip			
Georgian Mall -													
CAN2152	GameStop	509 Bayfield Street North	Unit J009	Barrie	ON Canada	M L4 4Z8	3640	2/1/2008	2/28/2011	Retail Mall			
110 Place d' Orleans Drive													
CAN2155	Place D'Orleans - GS	110 Place d' Orleans Drive	Unit 1192	Orleans	ON Canada	C K1 2L9	2773	2/1/2008	4/30/2011	Retail Mall			
Shoppers World GS unit													
CAN2160	144	499 Main Street South	Unit 144/145	Brampton	ON Canada	Y L6 1N7	3847	7/1/2010	1/31/2011	Retail Mall			
2399 Parkedale Avenue													
CAN2161	1000 Islands Mall	2399 Parkedale Avenue	Unit 64	Brockville	ON Canada	V K6 3G9	1797	7/1/2010	1/31/2011	Retail Mall			
1 Water Street East													
CAN2162	Corwall Square	1 Water Street East	TT21 B	Corwall	ON Canada	H K6 6M2	2771	2/1/2008	6/30/2011	Retail Mall			
1350 16th Street East													
CAN2164	Heritage Place	1350 16th Street East	B15	Owen Sound	ON Canada	K N4 6N7	1539	2/1/2008	3/31/2013	Retail Mall			
999 Upper Wentworth Street													
CAN2168	Lime Ridge Mall - GS	999 Upper Wentworth Street	Unit 0318A	Hamilton	ON Canada	A L9 1A1	2558	2/1/2008	1/31/2011	Retail Mall			
Richmond Green													
CAN2200	Marketplace (Elgin)	Richmond Green		Richmond Hill	ON Canada		1634	2/1/2008	2/28/2018	Strip			
423 - 425 Queen Street West													
CAN2201	425 Queen Street	423 - 425 Queen Street West	Unit 111	Toronto	ON Canada		2195	4/1/2008	1/31/2013	Street Front			
7654 Tecumseh Rd. East													
CAN2204	Tecumseh Mall	7654 Tecumseh Rd. East	Space A2A	Windsor	ON Canada	E N8 T1E9	1136	12/14/2007	1/31/2013	Retail Mall			
Dixie Outlet Mall													
CAN2205	Dixie Outlet Mall	Dixie Outlet Mall	Space 77A	Mississauga	ON Canada		1504	12/15/2007	1/31/2018	Strip			
500 Terminal Ave.													
CAN2206	Ottawa Train Yards	500 Terminal Ave.	Unit A04	Ottawa Train Yards	ON Canada		1726	2/18/2008	2/28/2013	Strip			
355 Hespeler Rd.													
CAN2207	Burlington Mall	355 Hespeler Rd.	Space H12	Burlington	ON Canada		1535	12/15/2007	1/31/2013	Retail Mall			
Mountainview & Argyle Rd.													
CAN2209	Halton Hills Village	Mountainview & Argyle Rd.	CRU B3, Unit 133	Georgetown	ON Canada		1704.3	1/1/2008	1/31/2013	Strip			
Osler Drive													
CAN2211	University Plaza	Osler Drive	Unit 134B	Dundas	ON Canada		2386	1/14/2008	1/31/2018	Strip			
21 Famous Ave.													
CAN2213	Colossus Centre	21 Famous Ave.	Unit B2	Vaughan	ON Canada	L L4 0B6	1507	2/24/2008	2/23/2013	Strip			
Sheppard Centre - 4841													
CAN2214	Yonge St.	4841 Yonge Street	Unit GR227	North York	ON Canada	N M2 5X2	486	4/1/2008	3/31/2013	Retail Mall			
Hwy. 88 & 10th Sideroad													
CAN2216	Hwy 88 & 10th Side Rd.	Hwy. 88 & 10th Sideroad		Bradford	ON Canada		1500			Strip			
800 Niagara Street N.													
CAN2217	Seaway Mall	800 Niagara Street N.	Unit J4	Welland	ON Canada	C L3 5Z4	1979	1/30/2009	1/31/2014	Retail Mall			
Laurelwood Commons -													
CAN2218	Charterhall	606 Laurelwood Drive	Unit 310	Waterloo	ON Canada	V N2 0A2	1480	7/17/2009	7/31/2014	Strip			
519 Bloor Street W -													
CAN2223	GameStop	519 Bloor Street West		Toronto	ON Canada	S M5 1Y4	1350	1/31/2009	1/31/2014	Street Front			
2002 Queen Street East													
CAN2224	St.	2002 Queen Street East		Toronto	ON Canada	L M4 1J3	1500	2/27/2009	2/26/2014	Strip			
Hwy. 86 & King Street North													
CAN2228	North	Hwy. 86 & King Street North		Waterloo	ON Canada		1500			Strip			
IRA Needles Blvd. & University Ave.													
CAN2229	University Ave.	IRA Needles Blvd. & University Ave.		Kitchner	ON Canada		1500			Strip			

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CAN2231 Sheridan Centre	2225 Erin Mills Parkway 200 Wellington Street West	Unit 58	Mississauga	ON Canada	K L5 1T9	1580	7/18/2009	7/31/2014	Retail Mall
CAN2232 MetroCentre PATH Rockland Commons - Richelieu St	3000 Richelieu St.	Unit 630	Toronto	ON Canada	V M5 3C7	1172	5/15/2009	4/30/2014	Strip
CAN2233 Commerce Court - 199 Bay St	199 Bay Street	Unit C-134	Toronto	ON Canada	K L M5 1E7	1500	2/28/2010	4/30/2015	Strip Retail Mall
CAN2236 Sudbury Centre			Sudbury	ON Canada		1875			Strip
CAN2242 Rutherford Marketplace	9360 Bathurst Street	Unit 107	Maple	ON Canada	A L6 4N9	1450	8/28/2010	7/31/2015	Strip
CAN2243 Lindsay Square	401 Kent Street West	Unit #	065 Lindsay	ON Canada	V K9 4Z1	1900	11/22/2010	1/31/2016	Strip
CAN2244 267 Yonge Street			Toronto	ON Canada		3500			Strip
CAN1782 Charlottetown Mall Les Galeries De La CAN0802 Capitale	670 University Avenue Unit Unit 12 5401 Des Galeries Blvd. Unit 220		Charlottetown	PE Canada	E C1 1H6	1048	5/1/2004	4/30/2014	Retail Mall
CAN0803 Carrefour De L'Estrie Victoriaville-Grande Place	3050 Portland Blvd. Unit E-3 1111 Boulevard Jutras Est. Unit 87		Quebec City	PQ Canada	G2 K1N4	1183	12/3/2001	12/31/2011	Retail Mall
CAN0804 Des Bois Fran	274 BOULEVARD DES PROMENADES		Sherbrooke	PQ Canada	J1 L1K1	1240	11/13/2001	11/30/2011	Retail Mall
CAN0867 BRUNO	LES PROMENADES ST- Unit L-010	L-010	ST. BRUNO	PQ Canada	V J3 5K2	1494	7/14/2001	7/31/2011	Retail Mall
CAN0881 Les Galeries D'Anjou	7999, Boul. Les Galeries d'Anjou Unit D-002		Ville d'Anjou	PQ Canada	M H1 1W9	1011	6/9/2002	6/30/2012	Retail Mall
CAN0888 SHOPPING CENTRE	LES RIVIERES 4125 BOULEVARD DES FORGES Unit L3 6801 TRANS-CANADA HIGHWAY Unit C-	UNIT L3	TROIS- RIVIERES	PQ Canada	Y G8 1W1	1213	6/1/2001	5/31/2011	Retail Mall
CAN0889 CLAIRE	FAIRVIEW POINTE 024	UNIT C024	POINTE- CLAIRE	PQ Canada		1176	6/13/2001	6/30/2011	Retail Mall
CAN0891 5315731	Place Fleur de Lys - 552 BOULEVARD WILFRED HAMEL Unit 600 Laurier Blvd. Unit C- 16		QUEBEC CITY	PQ Canada	G1 M3E5	1276	7/18/2001	7/31/2011	Retail Mall
CAN0899 Mail Montenach	2700 Laurier Blvd. Unit #0530		Beloil	PQ Canada	J3 G4J2	1281	12/10/2001	12/31/2011	Retail Mall
CAN1604 Place Laurier	1401 Boulevard Talbot Unit B-13	13	St. Foy	PQ Canada	G1 V 4J9	1053	10/4/2002	1/31/2013	Retail Mall
CAN1605 Place du Royaume			Chicoutimi	PQ Canada	H G7 5N6	1108	6/23/2002	6/30/2012	Retail Mall
CAN1609 Le Carrefour Laval	Store # H004 Unit 677 St. Catherine West Unit M20		Laval	PQ Canada		1051	10/22/2002	10/31/2012	Retail Mall
CAN1611 Complexe Les Ailes Place Rosemere SC - EB	401, Labelle blvd Unit P- 03		Montreal	PQ Canada	B H3 5K4	1203	8/14/2002	7/31/2012	Mall
CAN1612 Games - Unit P3	755 Boul Rene- Levesque Unit Suite 1210		Rosemere	PQ Canada	A J7 3T2	1076	9/19/2002	9/30/2012	Mall
CAN1615 Drummondville	300 Saint Joseph Boulevard Unit 105-B		Drummondville	PQ Canada	C J2 6Y7	1194	10/31/2002	1/31/2013	Mall
CAN1618 Les Galeries De Hull			Hull	PQ Canada	Y J8 3YB	1185	4/25/2003	4/30/2013	Mall
CAN1621 Les Galeries Rive Nord	100 Brien Blvd Unit 87 00220-40 Evangeline Street Unit		Repentigny	PQ Canada	A J6 5NA	1270	12/12/2003	2/28/2014	Strip
CAN1627 Les Galeries de Granby		187-7275	Granby	PQ Canada	G J2 8K1	1291	11/7/2004	1/31/2015	Strip
CAN1630 Place Versailles		Sherbrook St. E	Montreal	PQ Canada	N H1 1E9	1660	12/10/2005	1/31/2016	Retail Mall
CAN1724 Trois Routes	105 Monte Masson Unit 1946 Jules Verne Avenue Unit D-1		Mascouche	PQ Canada	K J7 3B4	1399	10/1/2010	9/30/2013	Strip
CAN1731 Rio Can Sainte Foy	524 Local 400 Voie de		Sainte Foy	PQ Canada	G 2 G2 R5	1500	11/4/2003	11/3/2013	Strip
CAN1735 Mega Center St. Constant	Desserte Unit 6156 Henri Bourassa Unit	Route 132	St. Constant	PQ Canada	A J5 2E7	1539	10/30/2003	12/31/2013	Strip
CAN1736 Centre Montreal-Nord Blue Bonnets SC - Centre	5397 rue des Jockeys Unit		Montreal North	PQ Canada	G H1 5X3	1501	11/17/2003	1/31/2014	Strip
CAN1737 Decarie	552 Montee des Pionniers Unit		Montreal	PQ Canada	P H4 2T8	1538	12/9/2003	2/28/2014	Strip
CAN1741 Lanaudiere			Lachenaie	PQ Canada	V J6 1N9	1882	11/16/2004	11/30/2011	Strip

CAN1742 Laval West	Highway 13 & Simpson Blvd. Unit		Laval	PQ Canada		1845	9/30/2003	11/30/2013	Strip
CAN1795 Valleyfield Centre	2162 Monseigneur-Langolis Boulevard Unit		Valleyfield	PQ Canada	S J6 5R1	1525	10/22/2004	12/31/2011	Strip
CAN1801 Centre	5982 Martineau Street Unit B-2		St. Hyacinthe	PQ Canada	S J2 8B1	1500	12/4/2004	1/31/2015	Strip
CAN1803 Jonquiere	2406 Rene-Levesque Boulevard Unit		Jonquiere	PQ Canada	G75 5 Y5	1564	11/20/2004	1/31/2012	Strip
CAN1805 Marcil	212 Boul. Omer-Marcil 421 Montee Industrielle-et-Commerciale		St. Jean Sur Richeli	PQ Canada		1579	6/20/2008	7/31/2013	Strip
CAN1806 Rimouski	Unit 102 Boulevard D'Anjou		Rimouski	PQ Canada	M G5 1Y1 K	1571	11/28/2004	1/31/2012	Strip Retail
CAN1815 102 Boulevard D'Anjou	Unit 200-5560 Des Gradins		Chateauguay	PQ Canada	J6 1C4	2620	11/28/2004	2/28/2015	Mall Retail
CAN1831 Mega Centre Lebourgneuf	Blvd		Quebec	PQ Canada	G2 J 1R7	1934	11/14/2005	1/31/2013	Mall Retail
CAN1840 Wal-Mart St. Jerome	1056 Du Grand-Heron Blvd 5685 Blvd Val-des-brises & Robert-	Unit G -4	St. Jerome	PQ Canada	J74 5 K8	1562	10/30/2005	12/31/2012	Mall
CAN1843 Laval East	Bourassa		Laval	PQ Canada	E H7 0A4	1496	11/11/2005	1/31/2013	Retail Mall
CAN1847 Centropolis	1745 Pierre-Pe la deau		Laval	PQ Canada	T H7 2Y5	2007	1/6/2006	1/31/2016	Retail Mall
CAN1850 Plaza Hotel De Ville	Unit 3349-B Blvd des Sources		Riviere-du-loop	PQ Canada	B	1373	10/1/2010	9/30/2015	Strip Retail
CAN1857 Centennial Plaza	Ctr Comm Sherbrooke -		Dollard-des-Ormeaux	PQ Canada	H9 1Z8	1489	11/26/2005	11/30/2015	Mall Retail
CAN1858 Josphat-Rancourt	1310 Du Plateau - St. Joseph Blvd	Unit 1290	Sherbrooke	PQ Canada	N J1 3C6	1530	11/18/2005	1/31/2013	Mall Retail
CAN1864 A-81 President Kennedy	81 Route Du Pres-Kennedy		Levis	PQ Canada	V G6 6C8	3210	2/10/2006	1/31/2016	Mall Retail
CAN1865 Gatineau - Maloney Blv	760 Maloney Blvd W		Gatineau	PQ Canada	T J8 8K7	1937.18	11/15/2006	1/14/2014	Mall
CAN1866 Les Quartiers DIX30		Cru #P6B	Broussard	PQ Canada		2058	8/5/2007	8/31/2014	Strip
CAN1885 Gatineau - Autoroute 50	73 Boulevard de la Gappe	Suite E104	Gatineau	PQ Canada	T J8 0B5	1520	6/20/2009	6/30/2014	Strip Retail
CAN2150 Galeries Joliette	1075 Firestone Blvd	Unit 1889	Joliette	PQ Canada	E J6 6X6	1445	2/1/2009	1/31/2014	Mall Retail
CAN2154 Saisons- 13th Ave	930-13th Avenue North		Sherbrooke	PQ Canada	E J1 3G8	2408	3/1/2010	2/28/2013	Mall Retail
CAN2157 Carrefour Angrignon	7077 Boulevard Newman	Unit 01790	LaSalle	PQ Canada		2077	6/1/2009	1/31/2012	Mall
CAN2159 Caisse 00330/4	600 Pierre-Caisse	Unit 00330	St. Jean	PQ Canada	A J3 1M1	1857	2/1/2010	1/31/2015	Retail Mall
CAN2163 5315491	Place Fleur de Lys - 552 Boulevard, Wilfrid-Hamel	Unit H -3	Quebec City	PQ Canada	M G1 1E6	1973	6/1/2009	5/31/2012	Retail Mall
CAN2165 Gamestop Unit J7	401 Boulevard Labelle	Unit J -07	Rosemere	PQ Canada	A J7 3T2	2023	2/1/2008	5/31/2011	Retail Mall
CAN2238 Carrefour Saint Georges	8585 Blvd. Lacroix	Unit # 3	St. Georges de Beauce	PQ Canada	Y G5 5L6	1052	6/19/2010	9/30/2015	Retail Mall
CAN0801 Carrefour Angrignon	7077 Boulevard Newman	Unit # 1250	LaSalle	QC Canada	H3 A 3J2	1520	11/8/2001	2/28/2012	Retail Mall
CAN0887 PLACE VERTU	3131, boul. de la Cote-Vertu local G40	UNIT E7	ST. LAURENT	QC Canada	R H4 1Y8	1317	6/15/2001	6/30/2011	Retail Mall
CAN1869 Mega Centre Beauport	Autoroute 40 & Joseph Casavant		Beauport	QC Canada		1800			Strip
CAN1873 7057 St.Hubert			Montreal	QC Canada		2418	5/1/2007	4/30/2012	Strip Retail
CAN2158 Carrefour du Nord	900 Boul. Grignon	Unit 00550	St. Jerome	QC Canada		2000	5/1/2008	4/30/2013	Mall Retail
CAN2167 Place Longueuil	825 Rue St-Laurent West	Unit 143	Longueuil	QC Canada	K J4 2V1	2029.94	3/15/2009	3/14/2014	Mall Retail
CAN0882 SOUTHLAND MALL	2965 GORDON ROAD Unit 60A		REGINA	SK Canada	S S4 6H7	1071	11/1/2001	10/31/2011	Mall
CAN0886 CORNWALL CENTRE	CORNWALL CENTRE ADMINISTRATION	202-2114 11TH AVENUE	REGINA	SK Canada		1320	5/19/2001	5/31/2011	Retail Mall
CAN0893 The Centre at Circle & 8th	OFFICE Unit T035A 3310 8TH ST. EAST Unit 620		SASKATOON	SK Canada	H S7 5M3	996	10/3/2001	10/31/2011	Retail Mall

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CAN1600 Midtown Plaza	Unit T33E	Saskatoon	SK	Canada	1102	8/27/2002	8/31/2012	Retail Mall			
CAN1606 Town 'N' Country Mall	Unit 15A	Moose Jaw	SK	Canada	1161	8/27/2002	8/31/2012	Retail Mall			
CAN1617 Northgate Mall	Albert Street & 9th Avenue Unit #5-B	Regina	SK	Canada	900	3/19/2003	3/31/2013	Mall			
CAN1798 Regina North	Pasqua St. North & Rochdale Blvd. Unit	Regina	SK	Canada	1257	7/26/2004	9/30/2011	Strip			
CAN1826 Chilkoote Centre	#36 Chilkoote Way Unit 100 Suite #100	Whitehorse	YK	Canada	Y1 6T5 1279	12/1/2009	11/30/2014	Retail Mall			
AUT3501 Wels, SCW	Salzburger Str. 223	Wels		Austria	A	-4600	122.11	9/26/2005	12/31/2011	Retail Mall	
AUT3502 SCS Shopping City Süd	SCS Allee (TOP 95), Eingang	Vösendorf- Süd		Austria	A	-2334	129.92	7/26/2010	12/31/2015	Retail Mall	
AUT3503 City Arcaden Klagenfurt	5	St. Veiter Ring 20 (TOP 006) Klagenfurt		Austria	A	-9020	103.76	3/15/2006	9/30/2016	Retail Mall	
AUT3504 EKZ Traisenpark	Dr.-Adolf-Schärf- Str. 5-9	(TOP25) St Pölten		Austria	A	-3107	125.07	6/1/2006	5/31/2011	Retail Mall	
AUT3505 City Center	Waidhofnerstr 1 (Top 1.18)	Amstetten		Austria	A	-3300	115.7	6/20/2006	5/31/2016	Retail Mall	
AUT3506 Linz, Plus City	Pluskaufstr. 7	Pasching		Austria	A	-4061	86	11/1/2006	12/31/2011	Retail Mall	
AUT3507 Sillpark	Museumstr. 38	Innsbruck		Austria	A	-6020	74	4/10/2007	4/9/2017	Retail Mall	
AUT3508 Stadion Center	Olympiaplatz 2	Wien		Austria	A	-1020	98	8/20/2007	12/31/2012	Retail Mall	
AUT3509 City Shopping	Hauptplatz 9	Leoben		Austria	A	-8700	82	9/12/2007	9/11/2017	Retail Mall	
AUT3510 Auhofcenter	Albert-Schweitzer Gasse 6	Wien		Austria	A	-1140	90	10/1/2007	1/31/2013	Retail Mall	
AUT3511 Shopping Center West- Graz	Wieblingergürtel 25	Graz		Austria	A	-8030	94.9	11/16/2007	11/15/2017	Retail Mall	
AUT3512 DEZ Innsbruck	Amraser See Str.56 a	Innsbruck		Austria	A	-6020	62.29	2/17/2008	2/28/2018	Retail Mall	
AUT3513 Nord	Graz Shopping Center	Wienerstr.365	Graz		Austria	A	-8051	105	2/13/2008	12/31/2013	Retail Mall
AUT3514 Innsbruck Cyta	Gieenweg 2	Völs/Innsbruck		Austria	A	-6176	139.38	3/1/2008	2/28/2013	Retail Mall	
AUT3515 Atrio Villach	Kämtnerstr.34	Villach		Austria	A	-9500	61	7/1/2008	6/30/2013	Retail Mall	
AUT3516 Fmz Imst	Industriezone 32	Imst		Austria	A	-6460	80.28	8/1/2008	7/31/2013	Retail Mall	
AUT3517 Forum Salzburg	Südtiroler Platz 13	Salzburg		Austria		5020	88	7/18/2008	7/17/2013	Retail Mall	
AUT3518 Lugner City	Wien 15	Galenzstr.11	Wien		Austria	1150	91.78	8/1/2008	7/31/2011	Retail Mall	
AUT3519 Tulln Rosenarkaden	Hauptstr.11-14	Tulln		Austria		3435	100	9/15/2008	9/14/2013	Retail Mall	
AUT3520 Eco Park	Eco Parkstr.3	Bruck		Austria		2460	198.28	11/11/2008	12/31/2018	Market	
AUT3521 EKZ Oberwart	Europastr. 1	Oberwart		Austria	A	-7400	92.2	3/9/2009	3/8/2014	Retail Mall	
AUT3522 (AUT3522)	Shoppingcity Seiersberg 1, Haus 7/UG	Seiersberg		Austria		8054	89.17	4/14/2009	12/31/2014	Retail Mall	
AUT3523 SC Varena	Linzerstr. 50	Vöcklabruck		Austria	A	-4840	112	7/8/2010	9/30/2015	Retail Mall	
AUT3524 Donauzentrum	Donaustadtstrasse 1 Top 748 Wien	Cnr Gozzard & Hibberson		Austria	A	-1220	123	9/1/2010	8/31/2015	Retail Mall	
AUS1211 Gungahlin	Shop 29 The Marketplace Shop #124A Level 3 Westfield	Street	Gungahlin	AC	Australia	2912	103	11/1/2008	1/31/2014	Street Front	
AUS0111 Belconnen	Shoppingtown	Benjamin Way	Belconnen	AT	Australia	2617	155.4	10/26/2009	4/25/2015	Retail Mall	
AUS0130 Woden Plaza	Shop# L78, Westfield Woden	Keltie Street	Woden	AT	Australia	2606	129.7	6/29/2006	1/31/2012	Retail Mall	
AUS0132 Tuggeranong	Shop#134-135, Tuggeranong Hyperdome	Anketell Street	Tuggeranong	AT	Australia	2900	150	2/1/2005	1/31/2011	Retail Mall	
AUS0186 Canberra Centre	Shop FF11	Canberra Centre Ainslie Ave. Canberra City		AT	Australia	2601	108	11/2/2006	1/31/2013	Retail Mall	
AUS1142 Riverside	Shop 38 Riverside Plaza	131 Monaro Street	Queanbeyan	AT	Australia	2620	145	10/1/2007	1/31/2013	Retail Mall	
AUS1218 DFO Canberra	Shop 222 Direct Factory Outlet	Cnr Canberra Ave &	Newcastle St Canberra	AT	Australia	2609	97	2/17/2009	1/31/2014	Retail Mall	

	Shop 64, Centro Lavington Shopping												
AUS0253	Lavington Centre	Griffin Road	Lavington	NW Australia	2641	110.3	11/21/2005	1/31/2012	Retail Mall				
AUS0254	Glendale Shop 56, Stockland Glendale	387 Lake Road	Glendale	NW Australia	2285	90	12/1/2005	1/31/2012	Retail Mall				
AUS0257	Tweed City Shop 504 Tweed City Shopping Centre	54 Minjungbal Dr	Tweed Heads South	NW Australia	2486	100	11/18/2008	1/31/2015	Retail Mall				
AUS0260	Goulburn Shop T42, Goulburn Shopping Centre	217 Auburn Street	Goulburn	NW Australia	2580	90	3/20/2006	3/19/2012	Retail Mall				
	Shop 34, Marrickville Metro Shopping												
AUS0262	Marrickville Centre	34 Victoria Road	Marrickville	NW Australia	2204	116.3	4/3/2006	3/2/2012	Retail Mall				
AUS0269	Ballina Central Shop 12 Ballina Central	Pacific Hwy & Bangalow Rd.	Ballina North	NW Australia	2478	84.8	7/15/2006	1/31/2012	Retail Mall				
		Princess Hwy & Port Hacking											
AUS0271	Sylvania Waters Shop 9 Southgate Shopping Centre	Rd.	Sylvania	NW Australia	2224	84.4	6/1/2006	1/31/2012	Retail Mall				
AUS0276	Woy Woy Shop 44 Deepwater Plaza	Cnr Railway & Charlton St	Woy Woy	NW Australia	2256	90	8/1/2006	3/2/2013	Retail Mall				
		355-357 Waterloo Rd											
AUS0277	Chullora Shop T25 Chullora Marketplace		Chullora	NW Australia	2190	125.4	8/7/2006	1/31/2012	Retail Mall				
AUS0281	Taree Shop 18 Taree City Centre	60 Manning Street	Taree	NW Australia	2430	101.1	9/29/2006	1/31/2012	Retail Mall				
AUS0292	Ashfield Shop 47 Ashfield Mall Shopping Centre	Liverpool Street	Ashfield	NW Australia	2131	100	9/4/2006	4/3/2012	Retail Mall				
		328-336 North Rocks Road											
AUS0293	North Rocks Shop 7 Westfield North Rocks		North Rocks	NW Australia	2151	82	11/22/2006	1/31/2013	Retail Mall				
	Shop G24 Neeta City Shopping Centre	Smart Street	Fairfield	NW Australia	2165	94	3/24/2007	1/31/2013	Retail Mall				
AUS1101	Fairfield Shop 58-59 Stockland Baukham Hills	375 - 383 Windsor Street	Baukham Hills	NW Australia	2153	110.9	12/1/2009	1/31/2015	Retail Mall				
AUS1105	Forster Shop 106 Stockland Forster	Breese Parade	Forster	NW Australia	2428	97	4/5/2007	1/31/2013	Retail Mall				
AUS1113	Greenwood Plaza Shop M46-47 Greenwood Plaza	36 Blue Street	North Sydney	NW Australia	2060	81.3	7/1/2007	2/28/2014	Retail Mall				
AUS1114	Merylands Shop 2018 Stockland Merylands	McFarlane Street	Merylands	NW Australia	2160	109	9/2/2010	1/31/2016	Retail Mall				
AUS1125	Cessnock Shop 10 Cessnock Plaza Shopping Centre	Cnr Cooper & Keene Street	Cessnock	NW Australia	2325	100	8/21/2007	2/28/2013	Retail Mall				
		Cnr Prospect Hwy & Federal											
AUS1126	Seven Hills Shop 24 Centro Seven Hills	Road	Seven Hills	NW Australia	2147	83.9	9/1/2007	1/31/2013	Retail Mall				
AUS1127	Lake Macquarie Shop T 42 Centro Lake Macquarie	Wilsons Road	Mt Hutton	NW Australia	2290	102	12/1/2007	1/31/2013	Retail Mall				
	Shop GR025 Rouse Hill Town Centre	10-14 Market Lane											
AUS1129	Rouse Hill Shop GR025 Rouse Hill Town Centre		Rouse Hill	NW Australia	2155	108.5	9/25/2007	1/31/2014	Retail Mall				
AUS1132	Leichhardt Shop F6 Marketplace Leichhardt	Cnr Marion & Flood Streets	Leichhardt	NW Australia	2040	105	8/31/2007	1/31/2013	Retail Mall				
		10-12 Yambil Street											
AUS1133	Griffith Griffith Central Shopping Centre		Griffith	NW Australia	2603	95.3	10/30/2007	1/31/2014	Retail Mall				
AUS1134	Dapto Shop F209 Dapto Mall Shopping Centre	Princes Hwy & Moonbara St	Dapto	NW Australia	2530	82	10/31/2007	1/31/2013	Retail Mall				
AUS1136	Armidale Centro Armidale	Cnr Beardy & Jessie Streets	Armidale	NW Australia	2350	97	11/16/2007	1/31/2013	Retail Mall				
		166 Mona Vale Road											
AUS1139	St Ives Shop 27 ST Ives Shopping Village		ST Ives	NW Australia	2075	81	10/1/2007	1/31/2013	Retail Mall				

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AUS1141	Randwick	Shop 66C Royal Randwick Shopping Centre 73 Belmore Road	Randwick	NW	Australia	2031	130	10/1/2007	1/31/2013	Retail Mall	
AUS1143	Rockdale	Rockdale Plaza Pty Ltd	Rockdale Plaza Drive	Rockdale	NW	Australia	2216	120.8	9/24/2007	1/31/2014	Retail Mall
AUS1144	Richmond	Richmond Market Place	March Street	Richmond	NW	Australia	2173	125.4	11/1/2007	1/31/2014	Retail Mall
AUS1146	Settlement City	Shop 13 Settlement City	Cnr Park & Bay Streets	Port Macquarie	NW	Australia	2444	100	11/7/2007	1/31/2013	Retail Mall
AUS1148	Gosford	Shop 150/152 Imperial Shopping Centre	171 Mann Street	Gosford	NW	Australia	2250	100	11/21/2007	1/31/2013	Retail Mall
AUS1153	Batemans Bay	Shop G03 Stockland Batemans Bay	PO Box 695	Batemans Bay	NW	Australia	2536	84.4	11/14/2007	3/5/2013	Retail Mall
AUS1170	Darling Harbour	Shop 155 Harbourside Shopping Centre	2-10 Darling Drive	Darling Harbour	NW	Australia	2000	120	5/19/2008	1/31/2015	Retail Mall
AUS1179	Dee Why	693 Pittwater Road		Dee Why	NW	Australia	2099	197.1	6/1/2008	1/31/2014	Street Front
AUS1185	Murwillumbah	Shop 7 Sunnyside Shopping Centre	Comer Wollumbin & Brisbane Streets	Murwillumbah	NW	Australia	2484	73	4/5/2010	4/4/2013	Retail Mall
AUS1190	Raymond Terrace	22 Willian Street	Raymond Terrace	NewCastle	NW	Australia	2324	100	6/1/2008	1/31/2014	Retail Mall
AUS1191	Maitland	Shop 15A Centro Maitland Hunter Mall	405 High Street	Maitland	NW	Australia	2320	89	9/1/2008	1/31/2014	Retail Mall
AUS1194	Pacific Square	Shop 52 Pacific Sqaure Shopping Centre	737 Anzac Parade	Maroubra Junction	NW	Australia	2035	75	8/19/2008	8/18/2013	Retail Mall
AUS1195	Coffs Harbour #2	Shop 18B & 19 Palms Shopping Centre	Harbour Drive	Coffs Harbour	NW	Australia	2450	97	8/1/2008	2/28/2014	Retail Mall
AUS1204	Figtree	Shop 106 Westfield Figtree	Cnr Princess Highway & The Avenue	Figtree	NW	Australia	2525	85	10/30/2008	1/31/2014	Retail Mall
AUS1208	Grafton	Shop 29 Grafton Shoppingworld	52-74 Fitzroy Street	Grafton	NW	Australia	2460	121	11/24/2008	1/31/2015	Retail Mall
AUS1210	Salamander Bay	Shop 6 Salamander Shopping Centre	Town Circuit	Salamander Bay	NW	Australia	2317	100	10/13/2008	1/31/2014	Retail Mall
AUS1212	Toormina	Shop N40 Centro Toormina	5 Toormina Road	Toormina	NW	Australia	2452	122	11/1/2008	1/31/2014	Retail Mall
AUS1214	Narellan	Shop 77 Narellan Town Centre	326 Camden Valley Way	Narellan	NW	Australia	2567	92	11/10/2008	1/31/2015	Retail Mall
AUS1215	Kempsey	Shop Riverfront Plaza Shopping Centre	Belgrave Street	Kempsey	NW	Australia	2440	99.4	12/6/2008	1/31/2015	Retail Mall
AUS1216	Katoomba	99 Katoomba Street		Katoomba	NW	Australia	2780	245	9/1/2008	8/31/2012	Street Front
AUS1225	St Clair	Shop 10 St Clair Shopping Centre	155 Bennett Road	St Clair	NW	Australia	2759	112	5/18/2009	4/30/2014	Retail Mall
AUS1228	Balgowlah	Shop 41 Stockland Balgowlah	197 - 215 Condamine Street	Balgowlah	NW	Australia	2093	68	6/15/2009	5/14/2015	Retail Mall
AUS1236	Chatswood Chase	Shop B013 Chatswood Chase Shopping Centre	345 Victoria Parade	Chatswood	NW	Australia	2067	113	8/18/2009	1/31/2015	Retail Mall
AUS1241	Parkes	Shop 205A	Clarinda Street	Parkes	NW	Australia	2870	113	8/1/2009	1/31/2015	Street Front
AUS1254	Birkenhead Point Shopping Centre	Shop 129 Birkenhead Point	Roseby Street	Drummoyne	NW	Australia	2047	88.7	11/20/2009	1/31/2015	Retail Mall
AUS1256	Inverell	Shop 8 Central Plaza	121 Byron Street	Inverell	NW	Australia	2360	64	2/1/2010	1/31/2016	Retail Mall
AUS1258	Top Ryde City	Shop 2037A Top Ryde City	109-129 Blaxland Road	Ryde	NW	Australia	1680	120	2/16/2010	2/15/2016	Retail Mall
AUS1260	Mittagong	Shop 6 Highlands Homemaker Centre	Old Hume Highway	Mittagong	NW	Australia	2575	119.5	3/15/2010	3/14/2015	Street Front
AUS1265	Muswellbrook	Shop 5 Muswellbrook Marketplace	22 Sowerby Street	Muswellbrook	NZ	Australia	2333	60	7/1/2010	1/31/2016	Retail Mall
	Virginia Warehouse			Virginia	QD	Australia	27749		5/4/2008	1/31/2011	Warehouse
AUS1192	Dianella	Shop 63 Centro Dianella Shopping Centre	Cnr Alexander Dv & Grand Prom	Dianella	QD	Australia	6059	91	8/1/2008	1/31/2014	Retail Mall
AUS0105	Garden City	Shop #1061 Garden City	Cm. Logan & Kessels Rd.	Upper Mt. Gravatt	QD	Australia	4122	90	10/1/2009	9/30/2014	Retail Mall
AUS0113	Pacific Fair	Shop #304, Pacific Fair	Hooker Boulevard	Broadbeach	QD	Australia	4218	100	8/1/2004	1/31/2011	Retail Mall
AUS0115	Sunshine Plaza	Shop #130, Sunshine Plaza	Horton Parade	Maroochydore	QD	Australia	4558	96	11/1/2010	1/31/2011	Retail Mall
AUS0118	Toombul	Shop 122 Centro Toombul Shopping Centre	1015 Sandgate Rd	Toombul	QD	Australia	4012	150	2/15/2009	2/14/2015	Retail Mall

AUS0121	Grand Central Toowoomba	Shop 72 Grand Central Shopping Centre	Cnr. Margaret St & Dent St	Toowoomba	QD	Australia	4350	110	2/1/2009	1/31/2014	Retail Mall
AUS0123	Indooroopilly	Shop 3107 Indooroopilly Shopping Centre	318 Moggill Road	Indooroopilly	QD	Australia	4068	92	2/1/2009	1/31/2012	Retail Mall
AUS0124	Strathpine	Shop#110, Strathpine Westfield									
AUS0128	Cairns	Shoppingtown	295 Gympie Road	Strathpine	QD	Australia	4500	96	2/1/2009	1/31/2015	Retail Mall
AUS0129	Townsville	Shop 3107 Indooroopilly Shopping Centre	537 Mulgrave Road	Earlville	QD	Australia	4870	102	2/1/2009	1/31/2015	Retail Mall
AUS0141	Carindale	Shop 81 Stockland Townsville	310 Ross River Road	Aitkenvale	QD	Australia	4814	82	2/1/2010	1/31/2013	Retail Mall
AUS0147	Chernside	Shop 2009A, Westfield Shopping Town	1151 Creek Road	Carindale	QD	Australia	4152	118	4/18/2010	4/17/2016	Retail Mall
AUS0149	Brown Plains	Shop 249, Chernside Westfield Shopping	Cnr. Hamilton & Gympite								
AUS0151	Morayfield	Town	Rds. Cnr. Mt. Lindesay Hwy &	Chernside	QD	Australia	4032	110	2/1/2007	4/30/2012	Retail Mall
AUS0155	Mt. Ommaney	Shop #87, Grand Plaza Shopping Centre	Browns Plains Road	Browns Plains	QD	Australia	4118	92	2/1/2006	1/31/2012	Retail Mall
AUS0163	Capalaba	Shop 61 Morayfield Shopping Centre	171 Morayfield Road	Morayfield	QD	Australia	4506	120	2/1/2006	1/31/2012	Retail Mall
AUS0164	Logan	Shop 7, Mt. Ommaney Centre	171 Dandenong Road	Mt. Ommaney	QD	Australia	4074	89	10/20/2009	1/31/2016	Retail Mall
AUS0170	Redbank Plaza	Shop 81, Capalaba Park Shopping Centre	Redland Bay Rd. Cnr. Pacific Hwy & Bryant	Redland Bay	QD	Australia	4157	93	2/1/2008	1/31/2014	Retail Mall
AUS0171	Cairns Central	Shop 95, Logan Hyperdome	1 Collingwood Drive	Loganholme	QD	Australia	4129	120	4/27/2005	1/31/2012	Retail Mall
AUS0172	Rockhampton	Shop 225, Redbank Plaza	Cnr. McLeod & Spence Rd.	Redbank	QD	Australia	4301	110	2/1/2008	1/31/2014	Retail Mall
AUS0177	Clifford Gardens	Shop 101, Cairns Central	Cnr Yaamba Rd & Highway	Cairns	QD	Australia	4870	121	2/1/2010	1/31/2016	Retail Mall
AUS0178	Myer Centre Brisbane	Shop EO2 Stockland Rockhampton Fair	One	North Rockhampton	QD	Australia	4701	125	8/31/2010	1/31/2016	Retail Mall
AUS0180	Kawana	Shop 27 Clifford Gardens Shopping Centre	Cnr James St & Anzac Ave	Toowoomba	QD	Australia	4350	125	2/1/2009	1/31/2014	Retail Mall
AUS0190	Castletown	Shop 015 Myer Centre	91 Queen St	Brisbane	QD	Australia	4000	143	2/1/2009	1/31/2014	Retail Mall
AUS0191	Brookside	Shop 321A Kawana Shoppingworld	Nicklin Way Cnr. King St. & Woolcock St.,	Buddina	QD	Australia	4575	90	2/1/2010	1/31/2016	Retail Mall
AUS0192	Sunnybank	Shop 3-B, Castletown Shopping World	Hyde Park	Townsville	QD	Australia	4812	102	6/15/2003	1/31/2011	Retail Mall
AUS0194	Northlakes	Shop 72 Brookside Shpping Centre	159 Osborne Road	Mitchelton	QD	Australia	4053	91	2/1/2009	1/31/2015	Retail Mall
AUS0198	Canelands	Shop 27 Sunnybank Plaza	Cnr Main & McCullough St	Sunnybank	QD	Australia	4109	121	2/1/2010	1/31/2016	Retail Mall
AUS0209	Bundaberg	Shop 1062, Westfield Shoppingtown	Cnr. Anzac Ave. & Northlakes								
AUS0218	Victoria Point	Shop 2121, Canelands Shopping Centre	St.	Mackay	QD	Australia	4740	89	9/30/2003	1/31/2011	Retail Mall
		Shop 323A, Sugarland Shopping Town	115-119 Takalvan St.	West Bundaberg	QD	Australia	4670	97	4/5/2004	1/31/2012	Retail Mall
		Shop 35 Victoria Point Shopping Centre	Cm Cleveland-Redland Bay & Bunker Roads	Victoria Point	QD	Australia	4165	106	2/1/2010	1/31/2017	Retail Mall

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AUS0228 Taigum	Shop #13, Centro Taigum	Cnr. Church & Beams Road	Taigum	QD Australia 4018	128	2/1/2005	1/31/2011	Retail Mall
AUS0229 Burleigh Heads	Shop 102, Stockland Burleigh Heads	149 West Burleigh Road	Burleigh Heads	QD Australia 4220	100	3/14/2005	1/31/2011	Retail Mall
AUS0231 Queens Plaza	Shop TLG15, Queens Plaza	Queen Street Cnr. George Street & Gold	Brisbane	QD Australia 4000	92	6/1/2005	1/31/2012	Retail Mall
AUS0232 Beenleigh	Shop G005A, Beenleigh Marketplace	Coast Highway	Beenleigh	QD Australia 4207	133	5/23/2005	1/31/2012	Retail Mall
AUS0241 Robina	Shop BD4.46, Robina Town Centre	Robina Town Centre Drive Junction of GC Hwy & Pacific	Robina	QD Australia 4230	135	8/12/2005	1/31/2011	Retail Mall
AUS0249 Helensvale	Shop 1021, Westfield Helensvale	Motorway 272 Anzac Avenue	Helensvale	QD Australia 4212	95	10/13/2005	4/30/2011	Retail Mall
AUS0258 Peninsula Fair	Shop 12, Peninsula Fair	Kippa Ring	Kippa Ring	QD Australia 4021	104	2/6/2006	2/5/2012	Retail Mall
AUS0261 Australia Fair	Shop 1012, Australia Fair	42 Marine Parade 2021 Wynnum Road	Southport Wynnum West	QD Australia 4215	121.9	3/1/2006	2/29/2012	Retail Mall
AUS0264 Wynnum Plaza	Shop 33 Wynnum Plaza	59 Albany Creek Rd.	Aspley	QD Australia 4178	86	6/8/2006	1/31/2012	Retail Mall
AUS0265 Aspley	Shop 82, Aspley Hypermarket	543 Lutwyche Road	Lutwyche	QD Australia 4034	115	7/1/2007	1/31/2013	Retail Mall
AUS0266 Lutwyche	Shop 30 Centro Lutwyche			QD Australia 4030	72	2/1/2009	1/31/2012	Retail Mall
AUS0278 Elanora	Shop 052 The Pines Shopping Centre	PO Box 4100 Cnr Captain Cook & Kennedy	Elanora	QD Australia 4221	96	8/1/2006	1/31/2013	Retail Mall
AUS0280 Smithfield Cairns	Shop 117 Smithfield Centre	Hwys	Smithfield	QD Australia 4878	105	9/30/2006	1/31/2013	Retail Mall
AUS0282 Noosa	Shop T1009 Noosa Civic	Eenie Creek Road Cnr Gympie & Hamilton	Noosaville	QD Australia 4567	105	10/12/2006	1/31/2012	Retail Mall
AUS0283 Chermide # 2	Shop 408 Westfield Chermide	Roads	Chermide	QD Australia 4032	104	10/19/2006	4/18/2012	Retail Mall
AUS0284 Runaway Bay	Shop GF 75 Runaway Bay Shopping Drive	Runaway Bay	Runaway Bay	QD Australia 4216	101	10/8/2006	1/31/2013	Retail Mall
AUS0285 Toowong	Shop G40 Toowong Village	9 Sherwood Rd	Toowong	QD Australia 4066	105	3/1/2009	1/31/2015	Retail Mall
AUS0286 Logan Central	Shop 13B Logan Central Plaza	Wembley Road	Woodridge	QD Australia 4114	83	11/1/2006	1/31/2014	Retail Mall
AUS0289 Mount Pleasant	Shop 012B Mount Pleasant Greenfield SC	Philip Street	Mackay	QD Australia 4740	118	10/15/2006	1/31/2013	Retail Mall
AUS0290 Rose City	Shop 19 Rose City Shopping World	Palmerin Street	Warwick	QD Australia 4370	88	11/17/2006	1/31/2013	Retail Mall
AUS0295 Gympie	Shop 25B Centro Gympie	Gympie	Gympie	QD Australia 4570	88	3/1/2007	1/31/2013	Retail Mall
AUS0296 Dalby	Shop T13 Dalby Shoppingworld	Cunningham Street Cnr Philip St & Dawson	Dalby	QD Australia 4405	116	3/1/2007	1/31/2013	Retail Mall
AUS0297 Gladstone	Shop 015/016 Stockland Gladstone	Highway	Gladstone	QD Australia 4680	123	3/7/2007	1/31/2014	Retail Mall
AUS0298 Springfield	Shop 70 Orion Springfield	1 Main Street 90-91 Middle Street	Springfield	QD Australia 4300	124	3/15/2007	1/31/2014	Retail Mall
AUS1103 Cleveland	Shop 15 Stockland Cleveland	Cleveland	Cleveland	QD Australia 4163	108	4/11/2007	1/31/2014	Retail Mall
AUS1104 Underwood Marketplace	Shop 7 Underwood Marketplace	Logan Road Cnr The Terrace & Downs	Underwood	QD Australia 4119	64	7/5/2007	1/31/2014	Retail Mall
AUS1106 Ipswich Riverlink	Shop 30 Ipswich Riverlink Shopping Centre	Street Cnr Patricks Rd & Dawson	North Ipswich	QD Australia 4305	101	4/5/2007	1/31/2014	Retail Mall
AUS1111 Arana Hills	Shop 6 Arana Hill Plaza	Parade Cnr Calamvale & Compton	Arana Hills	QD Australia 4054	111	9/3/2010	9/2/2015	Retail Mall
AUS1122 Sunnybank Hills	Shop 11A Sunnybank Hills Shoppingtown	Road Cnr Thuringowa drive &	Sunnybank Hills	QD Australia 4109	100	8/1/2007	1/31/2013	Retail Mall
AUS1123 The Willows	Shop 126 Willows Shopping Centre	Hervey Rand Road	Townsville	QD Australia 4810	115	10/30/2009	1/31/2016	Retail Mall

AUS1124	Centro Townsville	Cnr Nathan Street & Ross River Road		Aitkenvale	QD Australia 4810	51	9/1/2007	1/31/2013	Retail Mall
AUS1131	Emerald	Shop 29 Emerald Market Place	Cnr Egerton & Clearmont Streets	Emerald	QD Australia 4720	78	10/1/2007	10/31/2013	Retail Mall
AUS1140	Booval Fair	Shop 27 Booval Fair Shopping Centre	Cnr Brisbane & South Station Rds	Booval	QD Australia 4304	90	10/8/2007	1/31/2013	Retail Mall
AUS1149	Cannon Hill	Cannon Hill KMart Plaza	Cnr Creek & Wynnum Roads Cannon Hill		QD Australia 4170	64	11/1/2007	1/31/2013	Retail Mall
AUS1156	Yeppoon	Shop T24 yeppoon Central Shopping Centre	42 Park Street	Yeppoon	QD Australia 4703	70	2/4/2008	2/3/2013	Retail Mall
AUS1157	Caloundra	Shop 011 Stockland Caloundra	47 Bowman Road	Caloundra	QD Australia 4551	60	3/3/2008	1/31/2011	Retail Mall
AUS1159	Springwood	Shop 26 Centro Springwood	Cnr Rochdale Road & Fitzgerald Ave	Springwood	QD Australia 4127	101	4/1/2008	3/29/2014	Retail Mall
AUS1167	Lismore	53 Woodlark Street		Lismore	QD Australia 2480	118	3/28/2008	1/31/2013	Street Front
AUS1171	Mt Isa	Shop 4 Simpson Central	23-25 Simpson Street	Mt Isa	QD Australia 4825	104.7	4/1/2008	4/30/2011	Retail Mall
AUS1172	Hervey Bay	Shop 42 Pialba Place Shopping Centre	Main Street	Hervey Bay	QD Australia 4655	101	6/1/2008	1/31/2014	Retail Mall
AUS1174	Surfers Paradise	Shop 1B 3170 Surfers Paradise Boulevard		Surfers Paradise	QD Australia 4217	82.8	5/1/2008	4/30/2015	Street Front
AUS1176	Albert Street	Shop G3 Renown Chambers	245 Albert Street	Brisbane	QD Australia 4000	154	6/1/2008	5/30/2016	Street Front
AUS1181	Benowa	Shop 25 Stockland Benowa Gardens	Cnr Benowa & Ashmore Roads	Benowa	QD Australia 4217	61.4	6/1/2008	1/31/2014	Retail Mall
AUS1186	Nambour	Shopping Centre	Cnr Ann Lowe & Shorts						
AUS1186	Nambour	Shop 5 Nambour Central		Nambour	QD Australia 4560	130	9/5/2008	4/29/2014	Retail Mall
AUS1186	Nambour	Shop 108 Centro Raintrees Shopping							
AUS1189	Raintrees	Centre	Cnr Alfred & Koch Streets	Manunda	QD Australia 4870	144	6/30/2008	1/31/2014	Retail Mall
AUS1196	Capalaba Central	Shop 26 Capalaba Central	Moreton Bay Road	Capalaba	QD Australia 4157	108.6	11/7/2008	1/31/2014	Retail Mall
AUS1205	Southport	Shop 13 Centro Southport	Cnr Ferry & Benowa Roads	Southport	QD Australia 4215	74	10/1/2008	1/31/2014	Retail Mall
AUS1217	DFO Cairns	Shop 41 Direct Factory Outlet	274 Mulgrave Road	Cairns	QD Australia 4870	85	2/20/2009	1/31/2015	Retail Mall
AUS1226	Nerang	Shop No 11, Centro Nerang	57 Station Street	Nerang	QD Australia 4221	107	4/1/2009	1/31/2015	Retail Mall
AUS1230	Plains	Village Square Browns	18 Commerce Drive	Browns Plains	QD Australia 4118	162	6/15/2009	1/31/2015	Street Front
AUS1235	Maryborough	Shop B18 Village Square		Maryborough	QD Australia 4655	79	7/1/2009	1/31/2015	Street Front
AUS1238	Inala Plaza	239 Adelaide Street							
AUS1238	Inala Plaza	Shop 21 Inala Plaza Shopping Centre	156 Inala Avenue	Inala	QD Australia 4077	76	7/13/2009	1/31/2015	Retail Mall
AUS1240	Moranbah	Shop 2 Moranbah Fair	Saint Francis Drive	Moranbah	QD Australia 4744	107	9/29/2009	1/31/2015	Retail Mall
AUS1242	Caboolture	Shop 36 Caboolture Park Shopping Centre		Caboolture	QD Australia 4510	92	8/14/2009	1/31/2015	Retail Mall
AUS1242	Caboolture	Shop L01 013 Mt Gravatt Homemaker	60-78 King Street						
AUS1243	Mt Gravatt	Centre	1 290 Logan Road	Mt Gravatt	QD Australia 4122	147	9/1/2009	2/28/2015	Retail Mall

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AUS1249 Hinkler Central	Shop 47 Hinkler Central Shopping Centre	16 Maryborough street Cnr. Fitzroy & Bolsover	Bundaberg	QD	Australia 4670	89	10/1/2009	1/31/2015	Retail Mall
City Centre Plaza AUS1262 Rockhampton	Shop 15 Rockhampton City Centre	Streets	Rockhampton	QD	Australia 4700	75	4/1/2010	1/31/2016	Retail Mall
AUS1263 Whitsunday	Centro Whitsunday	8 Galbraith Park Drive Cnr Deception Bay Rd & Bay	Cannonvale	QD	Australia 4802	70	5/1/2010	1/31/2016	Retail Mall
AUS1266 Deception Bay	Shop 14S Deception Bay Shopping Centre	Ave Cnr Ruthven & Stenner	Deception Bay	QD	Australia 4508	85	10/1/2010	1/31/2016	Retail Mall
AUS1267 Toowoomba South	Shop 17 Toowoomba Kmart Plaza Shop C105 Harbour Town Regional	Street Cnr Oxley Drive & Gold	Toowoomba	QD	Australia 4350	97	9/9/2010	1/31/2016	Retail Mall
AUS1213 Harbour Town	Shopping Centre	Coast Highway	Biggera Waters	QL	Australia 4216	117	11/27/2008	1/31/2014	Street Front
AUS1165 City Cross	Shop T 52 City Cross Complex Shop #2035 Marion Westfield	33-39 Rundle Mall	Adelaide	SA	Australia 5000	88.4	5/1/2008	3/31/2013	Retail Mall
AUS0107 Marion	Shoppingtown Shop #05, Tea Tree Westfield	297 Diagonal Rd.	Oaklands Park	SA	Australia 5046	100	5/1/2010	4/30/2016	Retail Mall
AUS0122 Tea Tree Plaza	Shoppingtown	976 Northeast Road	Modbury	SA	Australia 5092	120	2/1/2005	5/31/2011	Retail Mall
AUS0134 Amdale	Shop 61B Centro Amdale Shop T76, Golden Grove Village Shopping	470 Torrens Road Cnr. The Golden Way & The	Kilkenny	SA	Australia 5009	114	2/1/2010	1/31/2015	Retail Mall
AUS0159 Golden Grove	Centre Shop YF75 Centro	Grove Way	Golden Grove	SA	Australia 5125	127.1	2/1/2009	1/31/2014	Retail Mall
AUS0174 Colonnades	Shop YF75 Centro Colonnades	Beach Road	Noarlunga	SA	Australia 5168	96	11/9/2006	1/31/2012	Retail Mall Street
AUS0206 Rundle Mall	Rundle Mall	132 Rundle Mall Cnr Winzor St & Spains Rd	Adelaide Salisbury Downs	SA	Australia 5000	117	1/7/2010	1/6/2016	Street Front
AUS0210 Hollywood Plaza	Shop T7 Hollywood Plaza	111 West Lakes Boulevard	West Lakes	SA	Australia 5108	134.9	2/1/2010	1/31/2016	Retail Mall
AUS0226 West Lakes	Shop T141, West Lakes Mall Shop S012, Elizabeth Shopping Centre	50 Elizabeth Way	Elizabeth	SA	Australia 5112	105.9	7/1/2005	2/28/2012	Retail Mall
AUS0273 Parabanks	Shop 57, Stockland Parabanks Shop 15A Westland Shopping Centre	69 John St.	Salisbury	SA	Australia 5108	85.7	7/6/2006	1/31/2013	Retail Mall
AUS1117 Whyalla	Shop 2008 Ingle Farm Shopping Centre	Nicholson Avenue	Whyalla	SA	Australia 5600	100	8/14/2007	1/31/2014	Retail Mall
AUS1119 Ingle Farm	Shop T42 Seaford Shopping Centre	Montague Road	Ingle Farm	SA	Australia 5098	106	7/8/2007	2/7/2014	Retail Mall
AUS1121 Seaford	Shop G028 Castle Plaza	Commercial Road 992 South Rd (cnr Raglan Ave)	Seaford Rise	SA	Australia 5169	97	9/1/2007	1/31/2013	Retail Mall
AUS1138 Castle Plaza	Shop G028 Castle Plaza	Ave	Edwardstown	SA	Australia 5039	120	11/5/2007	1/31/2014	Retail Mall
AUS1152 Mount Gambier	Centro Mount Gambier	21 Helen Street	Mount Gambier	SA	Australia 5290	82	11/1/2007	1/31/2013	Retail Mall Street
AUS1155 Glenelg	71 Jetty Road Shop 21B Sefton Plaza Shopping Centre	225-237 Main North Rd	Glenelg Sefton Park	SA	Australia 5045	140	2/1/2008	1/31/2013	Front Retail Mall
AUS1158 Sefton Plaza	Shop 10 Centro Port Pirie	Grey Terrace 171 Glynburn Road	Sefton Park Salisbury Downs	SA	Australia 5083	91	2/18/2008	2/17/2013	Retail Mall
AUS1184 Port Pirie	Shop 9 Firlie Plaza	171 Glynburn Road	Firlie	SA	Australia 5108	107	8/4/2008	5/31/2013	Retail Mall Street
AUS1193 Firlie	Shop 9 Firlie Plaza	171 Glynburn Road	Firlie	SA	Australia 5070	92	9/14/2008	1/31/2014	Front
AUS1199 Southgate	Shop 5 Southgate Plaza Shopping Centre	Cnr Hillier & Sheriffs Road	Morphett Vale	SA	Australia 5162	91	8/18/2008	1/31/2014	Street Front
AUS1232 Hallett Cove	Shop T25 Hallett Cove Shopping Centre	Lonsdale Road	Hallett Cove	SA	Australia 5158	73	6/29/2009	1/31/2015	Retail Mall
AUS1234 Adelaide Harbortown	Shop 107 Harbour Town at West Beach	727 Tapleys Hill Road	Adelaide Airport	SA	Australia 5950	140	7/16/2009	1/31/2015	Retail Mall
AUS1244 Mt Barker	Shop 35 Mt Barker Central	Mclaren Street Cnr. Swanport & Riverview	Mt Barker	SA	Australia 5251	67.5	9/21/2009	1/31/2013	Retail Mall
AUS1253 Murray Bridge	Shop 2 & 3 Murray Bridge Shopping Centre Rd		Murray Bridge	SA	Australia 5253	105	11/1/2009	1/31/2015	Retail Mall

										Street
AUS1255 Gawler	142 Murray Street	Cm Edinburgh & Porter	Gawler	SA	Australia	5118	130	11/14/2009	1/31/2016	Front
AUS1264 Port Lincoln	Shop C Port Lincoln Plaza	Streets	Port Lincoln	SA	Australia	5606	97	7/1/2010	1/31/2016	Retail Mall
AUS0154 Eastlands	Shop U020 Eastlands Shopping Centre	Bligh Street	Rosny Park	TA	Australia	7018	116.3	2/1/2007	1/31/2013	Retail Mall
AUS1209 Shoreline	Shop 13 Shoreline Shopping Centre	6 Shoreline Drive via per Montemesola Km	Howrah	TA	Australia	7018	90.7	10/15/2008	1/31/2014	Retail Mall
IT A2558 Centro Commerciale Mongolfiera	unit 9	10,00 Via per San Giorgio Jonico,	Taranto	TA	Australia	74100	68.01	7/7/2008	7/7/2015	Retail Mall
IT A2663 C.C. Auchan	N. 51 Taranto Shop 20, North Gate Shopping Centre Main	10	Taranto	TA	Australia	74100	70	7/1/2010	6/30/2017	Retail Mall
AUS0160 North Gate	Road Shop #40B, Cat & Fiddle Arcade	Main Road	Glenorchy	TS	Australia	7010	123.45	2/1/2007	1/31/2012	Retail Mall
AUS0208 Hobart	Shop #107 Brisbane Street	51 Murray Street	Hobart	TS	Australia	7000	116	2/1/2010	1/31/2016	Retail Mall
AUS0248 Launceston	Shop 3	Mount & Alexander Street	Launceston	TS	Australia	7250	262	9/1/2005	1/31/2012	Street Front
AUS1112 Burnie	Shop 4 Centro Meadow Mews	102-104 Hobart Rd	Kings Meadows	TS	Australia	7249	130.1	6/1/2007	1/31/2013	Retail Mall
AUS1154 Meadow Mews	Shop25 Meadow Mews Shopping Centre	Rd	Launceston	TS	Australia	7250	110.9	2/1/2008	1/31/2013	Retail Mall
AUS1251 Devonport	Shop 2 & 3 The Plaza Arcade	5-9 Rooke Street	Devonport	TS	Australia	7315	87	11/1/2009	1/31/2015	Retail Mall
AUS1252 Kingston	S012 B Channel Court Shopping Centre	Channel Highway 37-39 Cunningham Street	Kingston	TS	Australia	7050	124	12/1/2009	1/31/2012	Retail Mall
AUS1160 Sale	Shop 36 Gippsland Centre		Sale	VC	Australia	3850	181	3/1/2008	2/28/2013	Retail Mall
AUS1163 Bairnsdale	146 Main Street		Bairnsdale	VC	Australia	3875	182.8	3/3/2008	3/2/2014	Street Front
AUS1166 Doncaster	Shop G119 Westfield Doncaster	619 Doncaster Road Upper Level	Doncaster	VC	Australia	3108	143.5	4/10/2008	1/31/2015	Retail Mall
AUS1168 Bay City Geelong	Shop 2233 Westfield Geelong Shop #1051 Level 1 Westfield	Malop Street	Geelong	VC	Australia	3220	104.9	4/17/2008	4/16/2013	Retail Mall
AUS0112 Doncaster	Shoppingtown Shop K002 Northland	619 Doncaster Road	Doncaster	VC	Australia	3108	88.5	6/19/2008	1/31/2014	Retail Mall
AUS0114 Northland	Shop K002 Northland Shopping Centre	50 Murray Road	East Preston	VC	Australia	3072	155.6	3/20/2009	4/30/2015	Retail Mall
AUS0126 Chadstone	Shop# B48, Chadstone Shopping Centre	1341 Dandenong Rd. 25-55 McCrae Street	Chadstone	VC	Australia	3148	138.4	12/11/2004	1/31/2011	Retail Mall
AUS0127 Dandenong	Shop#230, Dandenong Plaza	Street	Dandenong	VC	Australia	3175	98.3	2/17/2006	1/31/2012	Retail Mall
AUS0135 Frankston Town	Shop#G42, Bayside Shopping Centre	28 Beach Street	Frankston	VC	Australia	3199	104.3	9/4/2005	9/3/2011	Retail Mall
AUS0138 Southlands	Shop#3069, Southlands Westfield									
AUS0138 Southlands	Shoppingtown Shop G9, Broadmeadows Town Centre	1239 Nepean Hwy	Cheltenham	VC	Australia	3192	111	2/1/2006	7/31/2011	Retail Mall
AUS0144 Broadmeadows	Shop 201, Westfield Airport West Shopping	Pascoe Vale Rd.	Broadmeadows	VC	Australia	3047	112.3	2/7/2006	1/31/2012	Retail Mall
AUS0145 Airport West	Town Shop 13, Watergardens	29/35 Louis Street	Airport West	VC	Australia	3042	115	2/1/2006	1/31/2011	Retail Mall
AUS0152 Watergardens	Shopping Centre	399 Melton Hwy	Taylors Lakes	VC	Australia	3036	82.8	2/1/2007	1/31/2012	Retail Mall
AUS0157 Wendouree Ballarat	Shop 38, Stockland Wendouree	Cnr. Gillies & Norman Sts	Wendouree	VC	Australia	3355	111.5	11/1/2006	1/31/2013	Retail Mall
AUS0158 Fountain Gate	Shop 1032, Fountain Gate Shopping Centre	352 Princes Hwy	Narre Warren	VC	Australia	3805	103	2/1/2008	3/31/2013	Retail Mall
AUS0166 Highpoint	Shop 2110 Highpoint Shopping Centre	120 - 200 Rosamond Rd	Maribymong	VC	Australia	3032	115	2/1/2008	1/31/2013	Retail Mall

**LEASED
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AUS0173 Greensborough	Shop 314 Greensborough Plaza	25 Main St	Greensborough VC	Australia 3088	95.9	1/26/2009	1/31/2015	Retail Mall
AUS0176 Keysborough	Shop D03 Parkmore Shopping Centre	317 Cheltenham Rd	Keysborough VC	Australia 3173	112.7	2/1/2009	3/31/2015	Retail Mall
AUS0182 Forest Hill	Shop 211 Forest Hill Chase	270 Canterbury Rd	Forest Hill VC	Australia 3131	86.9	8/16/2010	1/31/2016	Retail Mall
AUS0183 Knox City	Shop 2108 Knox Shopping Centre	425 Burwood Highway (Cnr Stud Rd)	Wantima South VC	Australia 3152	184	2/1/2010	3/31/2015	Retail Mall
AUS0185 Ringwood	Shop G14A Eastland Shopping Centre	171-175 Maroondah Hwy	Ringwood VC	Australia 3134	105	2/1/2009	1/31/2014	Retail Mall
AUS0187 Werribee Plaza	Shop T104 Werribee Plaza	Cnr Derrimut & Heaths Rd	Werribee VC	Australia 3030	117	2/1/2010	1/31/2016	Retail Mall
AUS0188 Chimside Park	Shop 621 Chimside Park Shopping Centre		Chimside Park VC	Australia 3116	113	2/1/2009	3/31/2015	Retail Mall
AUS0189 Victoria Gardens	Shop E44 Victoria Gardens Shopping Centre	Cnr Victoria and Burnley St	Richmond VC	Australia 3121	101	4/3/2010	3/31/2016	Retail Mall
AUS0195 Midvalley	Shop 6, Midvalley Shopping Centre	Princess Hwy	Morwell VC	Australia 3841	91.7	2/1/2009	1/31/2011	Retail Mall
AUS0200 Melbourne Central	Shop #062, Melbourne Central S/C	Cnr La Trobe & Swanston						
AUS0203 Cranbourne	Shop 76, Cranbourne Park S/C	Sts.	Melbourne VC	Australia 3000	97.6	11/18/2003	1/31/2011	Retail Mall
AUS0205 The Glen	Shop 2.007 Centro The Glen	High Street	Cranbourne VC	Australia 3977	87.4	11/1/2003	1/31/2011	Retail Mall
AUS0211 Bendigo	Shop #53, Lansell Plaza	235 Springvale Road	Glen Waverley VC	Australia 3150	173	10/1/2008	1/31/2015	Retail Mall
AUS0212 Camberwell		High St., Kangaroo Flat	Bendigo VC	Australia 3555	133	5/1/2004	1/31/2012	Retail Mall
AUS0215 Epping	Shop 35, Epping Plaza S/C	670 Burke Road	Camberwell VC	Australia 3124	110	6/1/2004	1/31/2012	Street Front
AUS0216 Melbourne	Shop 112-114	571 High Street	Epping VC	Australia 3076	105.5	8/24/2004	1/31/2012	Retail Mall
AUS0219 Karingal	Shop 21, Karingal Hub Shopping Centre	Elizabeth Street	Melbourne VC	Australia 3000	150	9/1/2004	1/31/2011	Street Front
AUS0221 DFO - Moorabbin	Shop T12 Direct Factory Outlets	330 Cranbourne Road	Frankston VC	Australia 3199	95.9	11/1/2004	1/31/2012	Retail Mall
AUS0223 Corio	Shop G039, Corio Village Shopping Centre	Cnr Centre Dandenong &						
AUS0224 Shepparton	Shop 36/37, Sunshine Market Place S/C	Grange Rd	Cheltenham VC	Australia 3192	180	2/1/2010	1/31/2015	Retail Mall
AUS0233 Sunshine Marketplace	Shop T18, Mildura Centre Plaza Shopping	Cnr. Bacchus Marsh &						
AUS0243 Mildura	Centre	Pumell Rds.	Corio VC	Australia 3214	111.7	12/1/2004	1/31/2011	Retail Mall
AUS0259 Pran Central	Shop G05, Pran Central Shopping Centre	234-236 Maude Street	Shepparton VC	Australia 3632	137	2/1/2010	1/31/2011	Street Front
AUS0270 Brimbank	Shop TN049 Brimbank Central Shopping	80 Harvester Road	Sunshine VC	Australia 3020	102	6/17/2005	1/31/2012	Retail Mall
AUS0272 Geelong	Shop 3, Yarra Plaza Market Square	Cnr Fifteenth & Deakin Ave. Mildura						
AUS0279 Broken Hill	Shop 06 Centro Brandon Park Shopping	Chapel Street	Prahran VC	Australia 3181	110	2/1/2006	1/31/2012	Street Front
AUS0287 Rosebud	Centre	Cnr. Neale & Station Rd.	Brimbank VC	Australia 3023	107.6	5/31/2006	1/30/2012	Retail Mall
AUS0288 Bendigo Marketplace	Shop G018 Bendigo Marketplace	Malop St. Cnr Moorabool St.	Geelong VC	Australia 3220	183.1	6/1/2006	1/31/2013	Retail Mall
AUS0291 Brandon Park	Shop 06 Centro Brandon Park	Cnr Ferntree Gully &						
	Shop R051 Rosebud Plaza Shopping	Springvale Road	Wheelers Hill VC	Australia 3150	92	8/1/2006	1/31/2013	Retail Mall
	Centre	Boneo Road	Rosebud VC	Australia 3939	99.5	11/2/2006	1/31/2013	Retail Mall
	Shop G018 Bendigo Marketplace	116 - 120 Mitchell Street	Bendigo VC	Australia 3550	104.8	11/8/2006	1/31/2013	Retail Mall
		Cnr Ferntree Gully &						
		Springvale Roads	Wheelers Hill VC	Australia 3150	81.7	10/1/2006	1/31/2013	Retail Mall

AUS0299 Warrnambool	Shop 23 Gateway Plaza	154 Raglan Parade	Warrnambool	VC	Australia 3280	111.9	7/1/2008	6/30/2014	Retail Mall
East Doncaster The AUS1107 Pines	Shop 63 Stockland The Pines Doncaster	181 Reynolds Road	Doncaster East	VC	Australia 3109	90	4/6/2007	4/8/2013	Retail Mall
AUS1116 Box Hill	Shop 69 Centro Box Hill Shopping Centre	Main Street Cnr Matthew Flinders Ave &	Box Hill	VC	Australia 3128	89.9	6/1/2007	1/31/2014	Retail Mall
AUS1118 Endeavour Hills	Shop 8 Endeavour Hills Shopping Centre	Heatherston Road 173-199 Pioneer	Endeavour Hills	VC	Australia 3802	111.5	7/2/2007	1/31/2013	Retail Mall
AUS1135 Waurn Ponds	Waurn Ponds Shopping Centre	Road	Waurn Ponds	VC	Australia 3216	98	11/2/2007	1/31/2014	Retail Mall Street
AUS1147 Wangaratta	19 Murphy Street		Wangaratta	VC	Australia 3677	170	9/1/2007	1/31/2013	Front
AUS1151 Wodonga	Shop 18 Centro Wodonga	51-57 Elgin Boulevard	Wodonga	VC	Australia 3690	97.6	10/15/2007	1/31/2013	Retail Mall
AUS1164 Barkly Square	Shop 27 Barkly Square Shopping Centre	90-106 Sydney Road	Brunswick SOUTH	VC	Australia 3056	105.6	4/1/2008	12/31/2010	Retail Mall
AUS1169 Plenty Valley	Shop 111 Westfield Plenty Valley	464 McDonald Road	MORANG	VC	Australia 3752	127	5/22/2008	1/31/2014	Retail Mall Street
AUS1177 Swanston Street	67 Swanston Street		Melbourne	VC	Australia 3000	590	6/1/2008	1/31/2016	Front Street
AUS1180 Hastings	Shop 2 K Mart Plaza	20 Victoria Street	Hastings	VC	Australia 3915	59	5/1/2008	4/30/2013	Front
AUS1183 Point Cook	Shop 342, Point Cook Shopping Centre	804/5 Main Street Cnr New Street & Maroondah	Point Cook	VC	Australia 3030	86	7/21/2008	1/31/2014	Retail Mall
AUS1188 Ringwood	Shop 4 Centro Ringwood Shop NW08 Waterfront City1b- Harbour	Highway	Ringwood	VC	Australia 3134	81.4	7/1/2008	1/31/2014	Retail Mall
AUS1197 Docklands	Town	Level 1, 122 Studio Lane	Docklands	VC	Australia 3008	227	10/21/2008	1/31/2015	Retail Mall
AUS1198 Warringal	Shop 30 Centro Warringal	56 Burgundy street	Heidelberg	VC	Australia 3084	127	8/25/2008	1/31/2014	Retail Mall
AUS1202 Altona Gate	Shop G028 Altona Gate Shopping Centre	124-134 Millers Road	Altona	VC	Australia 3018	78.8	9/20/2010	3/20/2017	Retail Mall
AUS1203 Somerville	Shop 19 Centro Somerville	49 Eramosa Road West	Somerville	VC	Australia 3912	105.4	10/1/2008	1/31/2014	Retail Mall
AUS1206 Brand Junction	Shop T27 Brand Junction University Hill	226 Plenty Road	Bundoora	VC	Australia 3083	151.4	11/7/2008	1/31/2014	Retail Mall
AUS1221 Moonee Ponds	Shop T69 moonee Ponds Central	14-16 Hall Street	Moonee Ponds	VC	Australia 3039	80.5	3/19/2009	1/31/2015	Retail Mall
AUS1223 Ballarat Central	Shop 11 Central Square Shopping Centre	18 Armstrong Street South	Ballarat	VC	Australia 3350	107	2/1/2009	1/31/2015	Retail Mall
AUS1224 Echuca	Shop 2 McKinnon Arcade	196 Hare Street	Echuca	VC	Australia 3564	88	5/1/2009	1/31/2014	Retail Mall
Shop 11 North Blackburn Square Shopping North Blackburn AUS1229 Square	Centre	66 - 104 Springfield Road	North Blackburn	VC	Australia 3130	81	5/1/2009	1/31/2014	Retail Mall
AUS1233 Horsham	Shop 19 Horsham Plaza Shopping Centre	Darlot Street	Horsham	VC	Australia 3400	96.7	7/1/2009	1/31/2015	Retail Mall
AUS1245 Sunbury	Shop 29 Sunbury Shopping Centre	2-28 Evans Street	Sunbury	VC	Australia 3429	102	11/16/2009	1/31/2015	Retail Mall
AUS1246 Caroline Springs	Shop L01 028 Caroline Springs Square	Lake Street	Caroline Springs	VC	Australia 3023	100	10/22/2009	1/31/2015	Retail Mall
AUS1247 Melton	Shop T42 Woodgrove Shopping Centre	533-555 High Street	Melton	VC	Australia 3337	102.7	10/5/2009	10/4/2015	Retail Mall
AUS1248 Traralgon	Shop 29 Stockland Traralgon	166-188 Franklin Street	Traralgon	VC	Australia 3844	89	11/4/2009	1/31/2016	Retail Mall Street
AUS1257 Swan Hill	151 Campbell Streett		Swan Hill	VC	Australia 3585	70	2/15/2010	2/14/2015	Front Street
AUS0116 Hay Street	621 Hay Street Mall	621 Hay Street	Perth	WA	Australia 6000	88	1/19/2004	1/31/2013	Front
AUS0139 Carousel	Shop #1055, Carousel Westfield Shoppingtown	1382 Albany Hwy	Cannington	WA	Australia 6107	107	2/1/2010	3/31/2016	Retail Mall
AUS0148 Booragoon	Shop 97, Garden City Shopping Centre	125 Reasley Street	Booragoon	WA	Australia 6154	103	10/1/2009	1/31/2016	Retail Mall

**LEASED
PROPERTIES**

**SCHEDULE
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AUS0161	Whitford City	Shop 80A, Whitford City Shopping Centre	Cnr. Whitfords & Marmion Ave.	Hilarys	WA Australia 6025	122.9	2/1/2008	4/30/2013	Retail Mall
AUS0165	Galleria	Shop 1059 Centro Galleria Shopping Centre Collier & Walters Road Shop 63 Mirrabooka Square Shopping Centre		Morley	WA Australia 6062	106	2/1/2008	1/31/2013	Retail Mall
AUS0201	Mirrabooka		43 Yirrigan Drive 281 Hannan Street	Mirrabooka	WA Australia 6061	102	2/1/2009	1/31/2015	Retail Mall Street
AUS0220	Kalgoorlie	Shop B49, Harbour Town Brand Direct		Kalgoorlie	WA Australia 6430	174	10/1/2004	1/31/2011	Front
AUS0234	Harbourtown	Outlet Shopping	Old Markets Site Ellen Stirling Blv Cnr. Oswald	Perth	WA Australia 6005	117.39	9/4/2005	1/31/2012	Retail Mall
AUS0239	Innaloo	Shop 1095, Westfield Innaloo Shop 17, Bunbury Centrepoint Shopping Centre	Street	Innaloo	WA Australia 6018	95	7/28/2005	7/28/2011	Retail Mall
AUS0244	Bunbury		Blair Street	Bunbury	WA Australia 6230	122	8/22/2005	1/31/2012	Retail Mall
AUS0251	Ocean Keys	Shop 64B, Ocean Keys Shopping Center Shop 32A, Centro Mandurah Shopping Centre	36 Ocean Keys Boulevard	Clarkson	WA Australia 6030	89.1	10/20/2005	1/31/2012	Retail Mall
AUS0255	Mandurah		330 Pinjarra Road	Mandurah	WA Australia 6210	90	11/21/2005	1/31/2012	Retail Mall
AUS0256	Midland Gate	Shop 95, Midland Gate Shopping Centre	Brockman Road Cnr Beach & Erindale Rd.'s	Midland	WA Australia 6056	138.6	2/13/2006	2/12/2012	Retail Mall
AUS0274	Warwick	Shop KD4, Centro Warwick Shop T83 Lakeside Joondalup Shopping Centre		Warwick	WA Australia 6024	100	7/7/2006	1/31/2013	Retail Mall
AUS0275	Joondalup		420 Joondalup Drive	Joondalup Drive	WA Australia 6027	130	2/12/2008	1/31/2014	Retail Mall
AUS1108	Armadale	Shop T2.38 Armadale Shopping City Shop 12 Centro Maddington Shopping Centre	Jull Street Cnr Burslem Dr & Attfield	Armadale	WA Australia 6112	104.5	3/26/2007	1/31/2014	Retail Mall
AUS1109	Maddington		Street	Maddington	WA Australia 6109	72	3/1/2007	1/31/2013	Retail Mall
AUS1110	Carillon City	Shop M5 Carillon City Shop 9 Belmont Forum Shopping Centre	Murray Street	Perth	WA Australia 6000	119.77	5/1/2007	1/31/2013	Retail Mall
AUS1120	Belmont Forum	Shop 27 Centro Northgate Plaza Shopping Centre	227 Belmont Ave	Cloverdale	WA Australia 6105	111.4	7/16/2007	1/31/2014	Retail Mall
AUS1128	Geraldton		110 Chapman Road	Geraldton	WA Australia 6530	112.7	8/1/2007	1/31/2013	Retail Mall
AUS1130	Cockburn Gateway	(1) Shop 21 Woolstores Shopping Centre	816 Beeliar Drive 28 Cantonment Street	Success	WA Australia 6164	133.3	10/4/2007	1/31/2014	Retail Mall
AUS1137	Fremantle	Shop 21a Albany Plaza Shopping Centre Shop L01 069 Floreat Forum Shopping Centre	38 Albany Highway	Albany	WA Australia 6330	110	10/15/2007	1/31/2014	Retail Mall
AUS1161	Floreat Forum		1 Howtree Place	Floreat	WA Australia 6014	114.5	5/26/2008	5/25/2013	Retail Mall
AUS1173	Esperance		1 Forrest Street 254 Rockingham Road	Esperance	WA Australia 6450	80	6/1/2008	1/31/2014	Retail Mall
AUS1175	Phoenix	Shop 33 Phoenix Shopping Centre Shop 36 Kingsway City Shopping Centre	168 Wanneroo Road	Spearwood	WA Australia 6163	94	6/1/2008	1/31/2015	Retail Mall
AUS1182	Kingsway			Madeley	WA Australia 6065	89	8/6/2008	3/5/2014	Retail Mall Street
AUS1187	Cannington	1429-1433 Albany Highway		Cannington	WA Australia 6107	200	8/15/2008	8/14/2013	Front
AUS1200	Park Centre	Shop 18 The Park Centre Shop 6 Centro Karratha Shopping Centre	789 Albany Highway	East Victoria Park	WA Australia 6850	85	9/22/2008	1/31/2014	Retail Mall
AUS1201	Karratha	Shop 26 Livingston Marketplace Shopping	Welcome Road Cnr nicholson & Ramford	Karratha	WA Australia 6714	130	9/1/2008	1/31/2014	Retail Mall

AUS1207 Livingston	Centre	roads	Canningvale	WA Australia 6155	79.1	10/29/2008	1/31/2014	Retail Mall
AUS1219 Rockingham	Shop T179 Rockingham Shopping Centre	Council Avenue	Rockingham	WA Australia 6168	129	3/4/2009	8/3/2015	Retail Mall
AUS1220 Claremont	Shop 221 Claremont Quarter Shop 9 Southlands Boulevard Shopping	23 St Quentin Ave Cnr Burrendah & Pine Tree	Claremont	WA Australia 6010	103.5	3/3/2009	1/31/2015	Retail Mall
AUS1222 Willetton	Centre	Gully Road	Willetton	WA Australia 6155	90.59	2/1/2009	1/31/2014	Retail Mall
AUS1231 Armadale Central	Shop 46 Armadale Central Shopping Centre	10 Orchard Avenue Level 3 St Georges Terrace	Armadale St Georges Terrace	WA Australia 6112	129	6/20/2009	1/31/2016	Retail Mall
AUS1237 Enex 100	Shop P145 Enex 100	Georges Terrace		WA Australia 6831	106.9	8/20/2009	1/31/2015	Retail Mall
AUS1239 South Hedland	Shop 24B South Hedland Shopping Centre	9/31 Throssell Road	South Hedland	WA Australia 46722	90	9/1/2009	1/31/2015	Retail Mall
AUS1250 Riverton	Shop 46 Stockland Riverton Shop 22 Centro Kalamunda Shopping	Cnr High Road & Willeri Drive Riverton		WA Australia 6148	84	11/2/2009	1/31/2015	Retail Mall
AUS1261 Kalamunda	Centre Shop T44, Waverly Gardens Shopping	39 Railway Road	Kalamunda	WA Australia 6076	77	4/1/2010	1/31/2016	Retail Mall
AUS0263 Waverly Gardens	Centre	Cnr Police & Jackson's Rd's	Mulgrave	Australia 3170	131.8	4/29/2006	1/31/2013	Retail Mall
AUS0267 Alice Springs	Shop 4, Yeperenye Shopping Centre	Hartley St.	Alice Springs	Australia 871	80	5/1/2006	1/31/2012	Retail Mall
AUS0268 Stafford City	Shop 80 Stafford City Shopping Centre	Stafford Road	Stafford	Australia 4053	117	6/1/2006	1/31/2012	Retail Mall

SCHEDULE 3.6

DISCLOSED MATTERS

None

ERISA PLANS

- 1) GameStop Employees' Savings Plan - 401 K plan for all eligible employees.
 - 2) GameStop Welfare Benefit Plan - provides medical, dental, vision and prescription drug insurance coverage for participating employees, including the Voluntary Term Life Benefits Plan, which provides life, voluntary life, accidental death and dismemberment and long-term disability insurance coverage to employees.
 - 3) GameStop Flexible Benefits Plan - provides flexible spending benefits for participating employees for medical and dependent care expenses.
 - 4) GameStop Deferred Compensation Plan – deferred compensation plan for senior executives.
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SCHEDULE 3.13

SUBSIDIARIES

Name of Subsidiary and Ownership	Jurisdiction of	Incorporation/ Organization	Class of Securities	No. of Shares	Shares or Other Equity
	Incorporation	Date		Authorized	Interest Outstanding
GameStop Corp. Publicly traded	Delaware	4/13/2005	Common	300,000,000	151,369,427
			Preferred	5,000,000	-0-
Electronics Boutique Holdings Corp. A wholly-owned subsidiary of GameStop Corp.	Delaware	3/13/1998	Common	1000	100
GameStop Finance Sarl 100% owned by GameStop Corp.	Luxembourg	10/31/2008	Ordinary	16,250	16,250
GameStop Finance Sarl – U.S. Branch	U.S. Branch of Luxembourg	11/3/2008	N/A	N/A	N/A
ELBO Inc. A wholly-owned subsidiary of Electronics Boutique Holdings Corp.	Delaware	5/27/1998	Common	100	100
Marketing Control Services, Inc. A wholly-owned subsidiary of Electronics Boutique Holdings Corp.	Virginia	7/21/2003	Common	1,000	100
Kongregate, Inc. A wholly-owned subsidiary of Electronics Boutique Holdings Corp.	Delaware	5/22/2006	Common	200	200
GameStop, Inc. A wholly-owned subsidiary of Electronics Boutique Holdings Corp.	Minnesota	3/23/1988	Class A Common	1,000,000	1,000
			Class B Common	13,000,000	4,000,000
Sunrise Publications, Inc. A wholly-owned subsidiary of	Minnesota	10/13/1994	Common	1,000,000	1,000,000

Name of Subsidiary and Ownership	Jurisdiction of	Incorporation/ Organization	Class of Securities	No. of Shares	Shares or Other Equity
	Incorporation	Date		Authorized	Interest Outstanding
GameStop, Inc.					
GameStop Texas Ltd. A wholly-owned subsidiary of GameStop, Inc	Delaware	5/28/2004	Common	1,000	100
SOCOM LLC 100% of member interests owned by GameStop Texas Ltd.	Delaware	7/28/2008	Membership	N/A	100%
EB International Holdings, Inc. A wholly-owned subsidiary of Electronics Boutique Holdings Corp.	Delaware	3/21/2001	Common	1,000	100
GameStop Group Limited 83.67% (5,907 shares) of stock owned by EB International Holdings Corp.	Ireland	6/23/2004	Ordinary	1,000,000	7,060
GameStop Ltd. 100% owned by GameStop Group Ltd.	Ireland	3/31/2004	Ordinary	1,000,000	100
GameStop UK Ltd. 100% owned by GameStop Group Ltd.	United Kingdom	11/12/2003	Ordinary	1,000,000	10,000
GameStop Global Holdings Sarl 100% owned by EB International Holdings, Inc.	Luxembourg	10/31/2008	Ordinary	12,500	12,500
GameStop Europe Holdings S.à r.l. 100% owned by GameStop Global Holdings Sarl	Luxembourg	7/28/2005	Ordinary	125	125
GameStop Europe Holdings S.à r.l. – U.S.	U.S. branch of Luxembourg	1/26/2007	N/A	N/A	N/A

Name of Subsidiary and Ownership	Jurisdiction of	Incorporation/ Organization	Class of Securities	No. of Shares	Shares or Other Equity
	Incorporation	Date		Authorized	Interest Outstanding
Branch					
Electronics Boutique Canada Inc. 100% owned by EB International Holdings, Inc.	Ontario (Toronto)	4/22/1993	Common	Unlimited	4,457,425
Electronics Boutique Australia Pty. Ltd 100% owned by EB International Holdings, Inc.	New Zealand branch of Australia	2/27/1997	Common	10,000,000	10,000,000
Electronics Boutique Australia Pty. Ltd – New Zealand Branch 100% owned by EB International Holdings, Inc.	Australia	5/18/1999	N/A	N/A	N/A
Jolt Online Gaming Limited 90% owned by EB International Holdings, Inc., 10% (deferred) owned by local managers	Ireland	9/14/2007	Ordinary Deferred	1,000,000 40	320 40
Jolt Online Gaming Limited 100% owned by Jolt Online Gaming Limited (Ireland)	England	10/2/2000	Ordinary	1,000	1,000
Jolt Networks Limited 100% owned by Jolt Online Gaming Limited (Ireland)	Northern Ireland	10/27/2008	Ordinary	1,000	1,000
GameStop Austria GmbH 100% owned by GameStop Europe Holdings Sarl	Austria	10/13/2005	Capital	35,000	N/A
GameStop Denmark ApS 100% owned by GameStop	Denmark	11/28/2003	Ordinary	13,085	13,085

Name of Subsidiary and Ownership	Jurisdiction of	Incorporation/ Organization	Class of Securities	No. of Shares	Shares or Other Equity
	Incorporation	Date		Authorized	Interest Outstanding
Europe Holdings Sarl					
GameStop Oy 100% owned by GameStop Europe Holdings Sarl	Finland	5/2/2005	Ordinary	1,000	1,000
GameStop France SAS 100% owned by GameStop Global Holdings Sarl	France	11/4/2008	Ordinary	2,407,394	2,407,394
Micromania France SAS 97.5% owned by Gamestop France SAS, 1.44% owned by Herbe SAS, 1.05% owned by local managers	France	2/2/2005	Ordinary	112,642,820	112,642,820
Herbe SAS 100% owned by GameStop France SAS	France	10/22/2005	Ordinary	1,037,679	1,037,679
Micromania SAS 100% owned by Micromania France SAS	France	3/25/1998	Ordinary	32,230,000	32,230,000
Dock Games SAS 100% owned by Micromania France SAS	France	2/24/1994	Ordinary	1,000,000	1,000,000
Micromania Online SAS 100% owned by Micromania France SAS	France	5/26/2005	Ordinary	1,037,000	1,037,000
GameStop Deutschland GmbH 100% owned by GameStop Europe Holdings Sarl	Germany	9/13/2000	Ordinary	50,000	50,000
GameStop Italy Srl 100% owned by GameStop Europe Holdings Sarl	Italy	2/12/2004	Ordinary	100,000	100,000

Name of Subsidiary and Ownership	Jurisdiction of	Incorporation/ Organization	Class of Securities	No. of Shares	Shares or Other Equity
	Incorporation	Date		Authorized	Interest Outstanding
GameStop Norway AS 100% owned by GameStop Europe Holdings Sarl	Norway	4/3/2001	Ordinary	1,809	1,809
GameStop Iberia S.L. 100% owned by GameStop Europe Holdings Sarl	Spain	7/1/1991	Ordinary	10,100	10,100
GameStop Iberia S.L. – Sucursal em Portugal	Portuguese branch of Spain	4/3/2007	N/A	N/A	N/A
GameStop Sweden AB 100% owned by GameStop Europe Holdings Sarl	Sweden	9/13/1994	Ordinary	10,000	10,000
GameStop Schweiz GmbH 100 % owned by GameStop Europe Holdings Sarl	Switzerland	11/22/1993	Ordinary	20,400	20,400

INSURANCE

SCHEDULE 3.14

Coverage	Insurance Carrier	Policy Limit	Deductible	Renewal Date
Workers Compensation	Zurich Insurance Co.	Statutory	\$250,000 per claim \$7,823,395 aggregate stop loss	2/1/2011
General Liability	Zurich Insurance Co.	\$1,000,000 per occ/\$20,000,000 general aggregate.	\$250,000 per claim	2/1/2011
Automobile Liability	Zurich Insurance Co.	\$1,000,000 per occurrence	Nil/Guaranteed Cost Program	2/1/2011
Excess/Umbrella Liability	ACE, Zurich, Chubb & OH Casualty Ins.	\$100,000,000 per occ/aggregate Excess of all liability coverages.	Nil	2/1/2011
Punative Damages Liability	ACE Bermuda insurance Ltd.	\$25,000,000 Per Occurrence Attachment; \$1,000,000 or Primary policy	Nil	2/1/2011
Aviation & Hull Liability	Lloyds of London	\$6,700,000 agreed value (1992 Challenger 601-3A 10 passenger)	Nil	4/25/2011
Crime Insurance	Zurich	\$10,000,000 per occurrence	\$150,000 each loss (2-year policy \$48,562 annually)	5/1/2011
Foreign Liability Coverage	ACE American Insurance	\$1,000,000 General Liability \$1,000,000 Employers Liability Same as above for Canada	Nil Nil	5/1/2011
Multi Media Liability	Chubb Insurance	\$1,000,000 per occurrence	\$50,000 each loss	5/1/2011
International Cargo	Affiliated FM	\$9,000,000 per shipment	\$10,000 per shipment - \$50,000 In-land transit US \$97,597 US premium - \$34,979 International	5/1/2011
Property "All Risk"	Lexington Insurance Co. (AIG)	\$200,000,000 per occurrence Sub-limits: \$100,000,000 EQ/Flood - aggregate \$15,000,000 New Madrid & CA EQ Limit increase to \$230 million in Louisville	\$50,000 per occ.- \$1 million business interruption. Valuation: Retail price @ stores only \$100,000 per occ. flood/EQ 3% (Min \$100k Named Windstorm)	6/1/2011
Property "All Risk"	Insurance Company of PA Canada policy	\$200,000,000 per occurrence	\$25,000 per occ.\$1 million business interruption Valuation: Retail price @ stores only	6/1/2011
Employed Lawyers Ins.	Chartis Insurance	\$1,000,000 per occurrence	\$25,000 each loss	11/12/2011
Directors & Officers Liability Insurance	AIG Insurance. (\$15 Million) ACE Insurance (\$10 Million) Liberty Mutual (\$10 Million) AWAC Insurance (\$10 Million) CV Starr Insurance (\$10 Million) HCC Insurance (\$10 Million) Berkley Insurance (\$10 Million) ACE Ins Side A (\$10 Million)	\$85,000,000 per occurrence	Nil- Individual D & O \$2,500,000 Corp. indemnity \$2,500,000 SEC claims	11/12/2011

Fiduciary Liability	Chartis Insurance	\$10,000,000 each loss (claims made)	\$25,000 each loss	11/12/2011
Monopolistic State W/C WA OH, ND, PR & WY	State Insurance Departments	Statutory limits	Nil	Various
Directors & Officers Liability Insurance (Kongregate, Inc.) Tail Policy	Scottsdale Insurance Company	\$1,000,000 Per Occurrence \$2,000,000 Aggregate	\$2,500 each loss	6-Year premium payment, No renewal

BORROWER AFFILIATED GROUP TRANSACTIONSBarnes & Noble Transactions

GameStop has entered into the following transactions with Barnes & Noble, Inc. and/or its affiliated companies:

Internet sales agreement – GameStop pays fees of approximately \$300k to \$325k per year for sales through the bn.com website.

Retail space rental – GameStop pays percentage rent at 7% of sales for approximately ten stores operating within Barnes & Noble retail bookstores. Rental payments total approximately \$1.2 million per year.

Insurance claims reimbursement – GameStop reimburses the cost of insurance claims related to policies in effect through May 2005 when GameStop was covered under the Barnes & Noble insurance program. Reimbursements total approximately \$50k per year.

The Chairman of Barnes and Noble, Inc., Leonard Riggio, is a member of the Board of Directors of GameStop Corp. and one of the largest non-institutional shareholders of GameStop Corp.

GameStop Group Ltd. Transactions

The following individuals hold an equity interest in GameStop Group Ltd, which interest EB International Holdings, Inc. is obligated to purchase upon certain conditions at a price to be determined, in part, by the financial performance of the GameStop Group Ltd. group of companies. All are employees and/or directors of one or more members of the Borrower Affiliated Group:

Michael Finucane

Kevin Neary

Paul Hennessy

Niall Lawlor

The following individuals are the landlords on the property at 12 Lower Liffey Street, Dublin, Ireland and are the beneficiaries of store lease payments in the amount of approximately €80,000 per year made by GameStop Ltd:

Michael Finucane

Kevin Neary

Micromania Transactions

The following individuals hold an equity interest in Micromania France SAS, which interest GameStop France SAS is obligated to purchase upon a prearranged timetable at a price to be determined by the financial performance of the Micromania group of companies. All are employees and/or directors of one or more members of the Borrower Affiliated Group:

Pierre Cuilleret
Bruno Duriez
Olivier Grandclaude
Joel Sana
Jean Maincent
Laurent Bouchard
Nicolas Bertrand
Matthias Boudier

Jolt Online Networks Limited Transactions

The following individual holds an equity interest in Jolt Online Networks Limited (Ireland), which interest EB International Holdings, Inc. is obligated to purchase upon certain conditions at a price to be determined by the financial performance of the Jolt group of companies, and is an employee of Jolt Online Networks Limited:

Dylan Collins

Kongregate Transactions

The following individuals previously held an equity interest in Kongregate, Inc., which interest Electronics Boutique Holdings Corp. has acquired. A portion of the purchase price has been deferred and vests over time, contingent upon the continued employment of the individual with Kongregate. Both are employees of Kongregate:

Jim Greer
Emily Greer

SCHEDULE 3.21

INTELLECTUAL PROPERTY, LICENSES AND PERMITS

None

REQUIRED REPORTING CHECKLIST

Monthly (30 Days after month end):

1. Stock Ledger Report

Quarterly (45 Days after quarter end):

1. Quarterly Financial Statements
2. Compliance Certificate

Annual:

1. Audited Annual Financial Statements (90 Days after year end)
2. Consolidated Budget (30 Days after year end)
3. Projected domestic and foreign sales and inventory levels for the Borrowers' stores for each month of the following fiscal year (30 Days after year end)

INDEBTEDNESS

Intercompany Loans

- 1) \$650,000,000 9% note issued by EB International Holdings, Inc. to GameStop Finance Sarl, US Branch.
- 2) \$294,000,000 10.0% note issued by GameStop France SAS to GameStop Europe Holdings, US Branch.

Bank Guarantees

- 1) See following schedule of bank guarantees.

Corporate Guarantees

- 1) See following schedule of bank guarantees.
-

Country	Issuer	Type	Currency LCY Outstanding		Issue	Expiry	Evergreen?	Beneficiary	Purpose	Comments	Collateral
			USD Equivalent	LCY							
Austria	Bank Austria	BG	EUR	261,875	365,237	Various	Open	Y Landlords	Lease		Cash -100%
Denmark	Danske Bank A/S	BG	DKK	306,748	57,370		Open	Rosengårdcentret i Odense	Lease		None
France	Société Générale	BG	EUR	241,007	336,133	Various	Various	N Landlords	Leases		None
France	CIC	BG	EUR	24,711	34,464	Various	Various	N UGC	Lease		None
Germany	Commerzbank	BG	EUR	3,847,605	5,366,255	Various	Various	N Landlords	Leases		Cash -100%
Italy	Allianz Bank	BG	EUR	566,815	790,537	Various	Various	N Landlords	Leases		Cash -100%
Italy	Intesa San Paolo	BG	EUR	2,256,211	3,146,738	Various	Various	N Landlords	Leases		Cash -100%
Italy	Banco Popolare de Cremona	BG	EUR	674,013	940,046		15-Sep-14	N Iniziativa Tredici S.R.L.	Lease		Cash -100%
New Zealand	Westpac	BG	NZD	35,033	26,851	04	5-Apr-12	Y Redwood Properties Ltd.	Lease		None
Norway	DnB Nor	BG	NOK	100,000	17,099	Various	11	N Mortensrudsenteret AS	Lease		None
Portugal	Millenium	BG	EUR	75,620	105,467	Various	15	N Landlords	Leases		Cash -100%
Spain	BBVA	BG	EUR	173,603	242,124	Various	Various	N Landlords	Leases		Cash -100%
Switzerland	Credit Suisse	BG	CHF	427,188	434,841	Various	Various	Y Landlords	Leases		Cash -100%
Switzerland	Bank Coop Züricher	BG	CHF	26,188	26,657	Various	Various	Y Landlords	Leases		Cash -100%
Switzerland	Kantonalbank	BG	CHF	13,000	13,233	Various	Various	Y Landlords	Leases		Cash -100%
Total Bank Guarantees (USD)				11,903,053							

Country	Issuer	Type	Currency LCY Outstanding		Issue	Expiry	Evergreen?	Beneficiary	Purpose	Comments	Collateral
			USD Equivalent	LCY							
Austria	GameStop Europe Holdings Sarl	CG	EUR			4-Aug-06	4-Aug-16	NEKZ	Lease guarantee		n/a
Ireland	GameStop Holdings Corp.	CG	EUR	4,760,000	6,638,773	03	2-Nov-22	Y CIF First Holdings	16 Henry St. lease		n/a
Spain	GameStop Europe Holdings Sarl	CG	EUR	200,000	278,940	07	24-Apr-Open	BBVA	Bank guarantees		n/a
Spain	GameStop Europe Holdings Sarl	CG	EUR	6,500,000	9,065,551	10	31-Mar-11	N Sony	Inventory		n/a
Various	GameStop Europe Holdings Sarl	CG	EUR	28,000,000	39,051,604	May-10	31-Jun-11	Microsoft Ireland Operations N Ltd.	Inventory		n/a
USA	GameStop, Inc.	CG	USD	484,676	484,676	10	30-Dec-	N Mission and shaw LLC	Kongregate lease		n/a
Total Corporate Guarantees (USD)				55,519,543							

LIENS

GameStop, Inc.

Secured Party	Date	Collateral
1) United Rentals Northwest, Inc.	October 11, 2010	Rented construction equipment
2) United Rentals Northwest, Inc.	October 11, 2010	Rented construction equipment

INVESTMENTS

Preferred Equity Certificates

- 1) \$650,000,000 of 8% CPECs issued by GameStop Finance Sarl to GameStop Corp.
- 2) €47,505,729 of 5.75% Series A CPECs issued by GameStop Global Holdings Sarl to EB International Holdings, Inc
- 3) €500,000,000 of 5.75% Series B CPECs issued by GameStop Global Holdings Sarl to EB International Holdings, Inc.
- 4) €288,000,000 of PPCPECs issued by GameStop Europe Holdings Sarl to GameStop Global Holdings Sarl.

Loans

- 1) \$5,008,140 of 6% notes issued by eight management employees of Micromania to GameStop Global Holdings Sarl in return for funds advanced against the future purchase of free shares pursuant to agreements executed in relation to the acquisition of Micromania, plus any increase in the balance per contractual obligations not to exceed \$8,000,000 in the aggregate.
-

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each]1 Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each]2 Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]3 hereunder are several and not joint.]4 Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by [each, the] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including, without limitation, participations in Letters of Credit included in such facilities) and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity

1 For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

2 For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

3 Select as appropriate.

4 Include bracketed language if there are either multiple Assignors or multiple Assignees.

related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the] [any] Assignor.

1. Assignor[s]: _____
2. Assignee[s]: _____
3. Borrowers: GameStop Corp., GameStop, Inc., Sunrise Publications, Inc., Electronics Boutique Holdings Corp., Elbo Inc., EB International Holdings, Inc., Kongregate Inc., GameStop Texas Ltd., Marketing Control Services, Inc. and Socom LLC.
4. Administrative Agent: Bank of America, N.A., as the Administrative Agent under the Credit Agreement.
5. Credit Agreement: Amended and Restated Credit Agreement, dated as of January 4,

2011, by and among (i) the Borrowers, (ii) the Lenders party thereto from time to time, (iii) Bank of America, N.A. as administrative agent (in such capacity, the "Administrative Agent") for itself and the other Credit Parties, (iv) Bank of America, N.A. as collateral agent (in such capacity, the "Collateral Agent") for itself and the other Credit Parties, and (v) Bank of America, N.A., as Issuing Bank.

7. Assigned Interest[s]: _____

Assignor[s]	Assignee[s]	Aggregate Amount of Commitment/Loans for all Lenders ⁷	Amount of Commitment/Loans Assigned ⁸	Percentage Assigned of Commitment/Loans ⁹
]	5	6		
		\$ _____	\$ _____	_____ %
		\$ _____	\$ _____	_____ %

⁵ List each Assignor, as appropriate. ⁶ List each Assignee, as appropriate.

⁷ Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

⁸ Subject to minimum amount requirements pursuant to Section 9.5(b) of the Credit Agreement and subject to proportionate amount requirements pursuant to Section 9.5(b) of the Credit Agreement.

⁹ Set forth, to at least 9 decimals, as a percentage of the Commitments/Loans of all Lenders thereunder.

[7. Trade Date:

_____]10

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE DATE OF DELIVERY OF THIS ASSIGNMENT AND ASSUMPTION FOR RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

10 To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name: _____
Title: _____

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

[Consented to and] 11 Accepted:

BANK OF AMERICA, N.A., as
[Administrative Agent] [Issuing Bank]

By: _____
Name: _____
Title: _____

11 To the extent that (i) the Administrative Agent's consent is required under Section 9.5 of the Credit Agreement, or (ii) the Issuing Bank's consent is required under Section 9.5 of the Credit Agreement.

[Consented to:]12

GAMESTOP CORP., as Lead Borrower

By: _____ Name: _____ Title: _____

12 To the extent required under Section 9.5 of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

Reference is made to the Amended and Restated Credit Agreement, dated as of January 4, 2011, by and among (i) the Borrowers, (ii) the Lenders party thereto from time to time, (iii) Bank of America, N.A. as administrative agent (in such capacity, the "Administrative Agent") for itself and the other Credit Parties, (iv) Bank of America, N.A. as collateral agent (in such capacity, the "Collateral Agent") for itself and the other Credit Parties, and (v) Bank of America, N.A., as Issuing Bank.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the

legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Credit Parties or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Loan Parties or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an Eligible Assignee under the Credit Agreement (subject to such consents, if any, as may be required under Section 9.5 of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the] [such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into

this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, the Collateral Agent [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued up to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

4. Fees. Unless waived by the Administrative Agent in accordance with Section 9.6(b) of the Credit Agreement, this Assignment and Assumption shall be delivered to the Administrative Agent with a processing and recordation fee of \$3,500.

Exhibit B-1

Form of Revolving Note

REVOLVING NOTE

\$ _____

January 4, 2011

FOR VALUE RECEIVED, the undersigned, (singly, a "Borrower", and collectively, the "Borrowers", together with successors and assigns) jointly and severally promise to pay to the order of _____ (hereinafter, together with its successors in title and assigns, the "Lender"), c/o Bank of America, N.A., 100 Federal Street, Boston, Massachusetts 02110, the principal sum of _____ (\$ _____), or, if less, the aggregate unpaid principal balance of Revolving Loans made by the Lender to or for the account of any Borrower outstanding as of the Termination Date pursuant to the Amended and Restated Credit Agreement dated as of January 4, 2011 (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and between, among others, (i) the Borrowers, (ii) the Lenders named therein, (iii) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders (in such capacity, the "Agent"), and as Swingline Lender, and (iv) Bank of America, N.A., as Issuing Bank, with interest, fees, expenses, and costs at the rate and payable in the manner stated therein.

This is a "Revolving Note" to which reference is made in the Credit Agreement and is subject to all terms and provisions thereof. The principal of, and interest on, this Revolving Note shall be payable at the times, in the manner, and in the amounts as provided in the Credit Agreement and shall be subject to prepayment and acceleration as provided therein. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Agent's books and records concerning the Revolving Loans, the accrual of interest thereon, and the repayment of such Revolving Loans, shall be prima facie evidence of the indebtedness hereunder, absent manifest error.

No delay or omission by the Agent or the Lender in exercising or enforcing any of Agent's or such Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any Event of Default shall operate as a waiver of any other Event of Default, nor as a continuing waiver.

Each Borrower, and each endorser and guarantor of this Revolving Note, waives presentment, demand, notice, and protest, except for notices expressly provided for in the Credit

Agreement or any other Loan Document, and also waives any delay on the part of the holder hereof. Each Borrower assents to any extension or other indulgence (including, without limitation, the release or substitution of Collateral) permitted by any Agent and/or the Lender with respect to this Revolving Note and/or any Collateral or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of any Borrower or any other Person obligated on account of this Revolving Note.

This Revolving Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective successors, assigns, and representatives, and shall inure to the benefit of the Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Revolving Note, are joint and several, *provided, however*, the release by Agent or the Lender of any one or more such Persons shall not release any other Person obligated on account of this Revolving Note. Each reference in this Revolving Note to each Borrower, any endorser, and any guarantor, is to such Person individually and also to all such Persons jointly. No Person obligated on account of this Revolving Note may seek contribution from any other Person also obligated unless and until all liabilities, obligations and indebtedness to the Lender of the Person from whom contribution is sought have been satisfied in full.

The Borrowers agree that any suit for the enforcement of this Revolving Note or any other Loan Document may be brought in any court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Agent may elect in its sole discretion and consent to the non-exclusive jurisdiction of such courts. The Borrowers hereby waive any objection which they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum. The Borrowers agree that any action commenced by any Borrower asserting any claim or counterclaim arising under or in connection with this Revolving Note or any other Loan Document shall be brought solely in a court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Agent may elect in its sole discretion and consent to the non-exclusive jurisdiction of such courts with respect to any such action.

THIS REVOLVING NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Agent and the Lender, in the establishment and maintenance of their respective relationship with the Borrowers contemplated by this Revolving Note, is relying thereon. EACH BORROWER, EACH GUARANTOR, ENDORSER AND SURETY, AND THE LENDER BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS REVOLVING NOTE, ANY OTHER LOAN DOCUMENT OR

THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE CREDIT AGREEMENT AND THIS REVOLVING NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS HEREIN.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrowers have caused this Revolving Note to be duly executed as of the date set forth above.

BORROWERS:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS
CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
as Borrowers

By: _____
Name: _____
Title: _____

KONGREGATE INC., as a Borrower

By: _____
Name: _____
Title: _____

MARKETING CONTROL SERVICES,
INC., as a Borrower

By: _____
Name: _____
Title: _____

SOCOM LLC, as a Borrower

By: _____
Name: _____
Title: _____

1261353.4

Exhibit B-2

Form of Swingline Note

SWINGLINE NOTE

\$25,000,000.00

January 4, 2011

FOR VALUE RECEIVED, the undersigned (singly, a "Borrower" and collectively, the "Borrowers", together with successors and assigns), jointly and severally promise to pay to the order of BANK OF AMERICA, N.A., a national banking association, with its offices at 100 Federal Street, Boston, Massachusetts 02110 (hereinafter, together with its successors in title and assigns, the "Swingline Lender") the aggregate unpaid principal balance of Swingline Loans made to or for the account of any of the Borrowers outstanding as of the Termination Date pursuant to the Amended and Restated Credit Agreement of even date (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and between, among others, (i) the Borrowers, (ii) the Lenders from time to time party thereto, (iii) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders (in such capacity, the "Agent"), and as Swingline Lender, and (vi) Bank of America, N.A., as Issuing Bank, with interest, fees, expenses, and costs at the rate and payable in the manner stated therein.

This is the "Swingline Note" to which reference is made in the Credit Agreement and is subject to all terms and provisions thereof. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The principal of, and interest on, this Swingline Note shall be payable at the times, in the manner, and in the amounts as provided in the Credit Agreement and shall be subject to acceleration as provided therein.

The Agent's books and records concerning the Swingline Loans, the accrual of interest thereon, and the repayment of such Swingline Loans, shall be prima facie evidence of the indebtedness to the Swingline Lender hereunder, absent manifest error.

No delay or omission by the Agent and/or the Swingline Lender in exercising or enforcing any of such Agent's or Swingline Lender's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any Event of Default shall operate as a waiver of any other Event of Default, nor as a continuing waiver.

Each Borrower, and each endorser and guarantor of this Swingline Note, waives presentment, demand, notice, and protest, except for notices expressly provided for in the Credit Agreement or any other Loan Document, and also waives any delay on the part of the holder hereof. Each Borrower assents to any extension or other indulgence (including, without

limitation, the release or substitution of Collateral) permitted by any Agent and/or the Swingline Lender with respect to this Swingline Note and/or any Collateral given to secure this Swingline Note or any extension or other indulgence with respect to any other liability or any collateral given to secure any other liability of the Borrowers or any other Person obligated on account of this Swingline Note.

This Swingline Note shall be binding upon each Borrower, and each endorser and guarantor hereof, and upon their respective successors, assigns, and representatives, and shall inure to the benefit of the Swingline Lender and its successors, endorsees, and assigns.

The liabilities of each Borrower, and of any endorser or guarantor of this Swingline Note, are joint and several, *provided, however*, the release by the Swingline Lender or by Agent of any one or more such Persons shall not release any other Person obligated on account of this Swingline Note. Each reference in this Swingline Note to each Borrower, any endorser, and any guarantor, is to such Person individually and also to all such Persons jointly. No Person obligated on account of this Swingline Note may seek contribution from any other Person also obligated unless and until all liabilities, obligations and indebtedness to the Swingline Lender of the Person from whom contribution is sought have been satisfied in full.

The Borrowers agree that any suit for the enforcement of this Swingline Note or any other Loan Document may be brought in any court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Agent may elect in its sole discretion and consent to the non-exclusive jurisdiction of such courts. The Borrowers hereby waive any objection which they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum. The Borrowers agree that any action commenced by any Borrower asserting any claim or counterclaim arising under or in connection with this Swingline Note or any other Loan Document shall be brought solely in a court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Agent may elect in its sole discretion and consent to the non-exclusive jurisdiction of such courts with respect to any such action.

THIS SWINGLINE NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW.

Each Borrower makes the following waiver knowingly, voluntarily, and intentionally, and understands that the Swingline Lender and the Agent, in the establishment and maintenance of their respective relationship with the Borrower contemplated by this Swingline Note, are relying thereon. EACH BORROWER, EACH GUARANTOR, ENDORSER AND SURETY, AND THE SWINGLINE LENDER BY ITS ACCEPTANCE HEREOF, **WAIVES**, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SWINGLINE NOTE, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED

ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THE CREDIT AGREEMENT AND THIS SWINGLINE NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS HEREIN.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrowers have caused this Swingline Note to be duly executed as of the date set forth above.

BORROWERS:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS
CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
as Borrowers

By: _____
Name: _____
Title: _____

KONGREGATE INC., as a Borrower

By: _____
Name: _____
Title: _____

MARKETING CONTROL SERVICES,
INC., as a Borrower

By: _____
Name: _____
Title: _____

SOCOM LLC, as a Borrower

By: _____
Name: _____
Title: _____

1261355.4

Form of Opinion of Counsel

January 4, 2011

Bank of America, N.A., as Administrative Agent and Collateral Agent for the Secured Parties, and the other Lenders party to the Amended and Restated Credit Agreement referred to below

Ladies and Gentlemen:

We have acted as special counsel to GameStop Corp., a Delaware corporation ("GameStop"), GameStop, Inc., a Minnesota corporation ("GSI"), Sunrise Publications, Inc., a Minnesota corporation ("Sunrise"), Electronics Boutique Holdings Corp., a Delaware corporation ("EB Holdings"), ELBO Inc., a Delaware corporation ("ELBO"), EB International Holdings, Inc., a Delaware corporation ("EB International"), Kongregate, Inc., a Delaware corporation ("Kongregate"), GameStop Texas Ltd., a Delaware corporation ("GS Texas"), Marketing Control Services, Inc., a Virginia corporation ("MCS") and SOCOM LLC, a Delaware limited liability company ("SOCOM", and together with GameStop, GSI, Sunrise, EB Holdings, ELBO, EB International, Kongregate, GS Texas and MCS, the "Borrowers") in connection with that certain Amended and Restated Credit Agreement, dated as of January 4, 2011, by, among others, the Borrowers, the Lenders party thereto and Bank of America, N.A., as Administrative Agent, Collateral Agent and Issuing Bank (the "Amended Credit Agreement"). This opinion is being furnished to you pursuant to Section 4.1(b) of the Amended Credit Agreement. References herein to the "NYUCC" and the "DEUCC" shall refer to the Uniform Commercial Code as adopted in the States of New York and Delaware, respectively. The NYUCC and the DEUCC are hereinafter referred to together as the "UCC". Capitalized terms used herein without definition have the same meanings as in the Amended Credit Agreement. Unless otherwise defined herein or in the Amended Credit Agreement, terms used in this opinion letter which are defined in the NYUCC shall have the meanings provided therein.

In connection herewith, we have examined:

- (1) the Amended Credit Agreement;
- (2) the revolving credit notes, each dated January 4, 2011, and made by the Borrowers to the applicable Lender (collectively, the "Notes");
- (3) the Security Agreement;
- (4) the Intellectual Property Security Agreement;
- (5) the Pledge Agreement;
- (6) the Post Closing Agreement, dated January 4, 2011, by and between the Borrower and the Administrative Agent;
- (7) the officer's certificate, dated as of the date hereof, of GameStop as Lead Borrower, delivered in connection with Section 4.1(e) of the Amended Credit Agreement;
- (8) the certificate of incorporation or formation of each of GameStop, EB Holdings, ELBO, EB International, Kongregate, GS Texas, MCS and SOCOM (collectively, the "Non-MN Borrowers") and each a "Non-MN Borrower"), as identified on Schedule I (each a "Charter");
- (9) the By-laws or operating agreement of each of the Non-MN Borrowers, each as in effect on the date hereof and provided to us by GameStop (together with the Charters of each of the Non-MN Borrowers, the "Organizational Documents");
- (10) certificates of legal existence and good standing for each of the Non-MN Borrowers as identified on Schedule II;
- (11) certificates of the Secretary or Assistant Secretary of each Non-MN Borrower certifying as to its Organizational Documents, resolutions and incumbency of officers;
- (12) certificates of (i) Robert A. Lloyd, Executive Vice President and Chief Financial Officer of GameStop, EB Holdings, ELBO, EB International and GS Texas, in the form attached hereto as Exhibit A-1 (ii) Kevin Weimerskirch, President and Secretary of MCS, in the form attached hereto as Exhibit A-2, (iii) J. Paul Raines, President of Kongregate, in the form attached hereto as Exhibit A-3, and (iv) Marc Summey, President of SOCOM, in the form attached hereto as Exhibit A-4 (collectively, the "Officer's Certificates") and the documents described on Annex A attached

to each of the Officer's Certificates (the "Reviewed Documents");

(13) the form of Uniform Commercial Code financing statement attached hereto as Exhibit B naming Kongregate, as debtor and the Agent, as secured party, to be filed with the Delaware Secretary of State (the "Financing Statement"); and

(14) certificates and statements of officers of each of the Borrowers, representations and warranties of the Borrowers in the Loan Documents and certificates and statements of public officials with respect to certain factual matters.

The documents referenced as items (1) through (6) above are collectively referred to herein as the "Transaction Documents."

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate or analogous records, agreements and instruments of the Borrowers, certificates of public officials and officers of Borrowers, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Transaction Documents and the foregoing, we have assumed the genuineness of all signatures (other than those of the Borrowers to the Transaction Documents), the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations and warranties made in or pursuant to the Transaction Documents and the Loan Documents and certificates and statements of appropriate representatives of the Borrowers.

In connection herewith, we have assumed that, other than with respect to the Borrowers, all of the Transaction Documents have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties to such Transaction Documents, all of the signatories to such Transaction Documents have been duly authorized and all such parties are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such Transaction Documents.

We have assumed, with your permission, that (a) each of GSI and Sunrise (collectively, the "MN Borrowers", and each a "MN Borrower") was duly incorporated and remains validly existing and in good standing under the laws of the State of Minnesota, (b) the execution and delivery by each of the MN Borrowers of the Transaction Documents to which it is a party and the performance by such MN Borrower of its obligations thereunder are within its corporate power and has been duly authorized by all necessary corporate action on its part, (c) each of the Transaction Documents to which

each MN Borrower is a party has been duly executed and delivered by such MN Borrower and (d) the execution and delivery by each MN Borrower of the Transaction Documents to which it is a party and the performance by such MN Borrower of its obligations thereunder does not result in any violation by such MN Borrower of the provisions of its Organizational Documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. Based solely on the good standing certificates listed on Schedule II, (a) each of GameStop, EB Holdings, ELBO, EB International, Kongregate and GS Texas is validly existing as a corporation, in good standing under the laws of the State of Delaware, (b) SOCOM is validly existing as a limited liability company in good standing under the laws of the State of Delaware, and (c) MCS is validly existing as a corporation in good standing under the laws of the Commonwealth of Virginia.

2. Based solely on the good standing certificates listed on Schedule II hereto, each of the Borrowers is duly qualified or admitted to transact business and is in good standing as a foreign corporation or limited liability company, as applicable, in the applicable jurisdictions set forth on Schedule II hereto.

3. The execution and delivery by each Non-MN Borrower of the Transaction Documents to which it is a party and the performance by each Non-MN Borrower of its obligations thereunder are within its corporate or limited liability company, as applicable, power and have been duly authorized by all necessary corporate or limited liability company, as applicable, action on the part of such Non-MN Borrower.

4. Each of the Transaction Documents has been duly executed and delivered by each Non-MN Borrower party thereto. Each of the Transaction Documents (other than the Notes) constitutes the valid and binding obligation of each of the Borrowers to the extent that it is a party thereto, enforceable against each of the Borrowers to the extent that it is a party thereto in accordance with its terms, and each Note, when executed and delivered for value received, will constitute the valid and binding obligation of the Borrowers thereunder, enforceable against such Borrowers in accordance with its terms.

5. No consent, approval, authorization or other action by, and no notice to or filing with, any federal, New York or Virginia governmental authority or regulatory body, that we, based on our experience, recognize as applicable to each Borrower in a transaction of this type, is required for the due execution, delivery and performance by each of the Borrowers of its obligations under the Transaction Documents to which it is a party, except for such consents, approvals, filings or registrations that have been obtained or made on or prior to the date hereof and are in full force and effect.

6. Except as set forth on Schedule 3.6 to the Amended Credit Agreement, we

hereby confirm to you that, to our knowledge, there are no actions, suits, proceedings, claims or disputes pending or overtly threatened by written communication to any Borrower, before any federal, New York or Virginia Governmental Authority, that calls into question the validity of the Transaction Documents to which it is a party or the legal ability of any Borrower to perform any of its obligations under the Transaction Documents or the Loan Documents to which it is a party.

7. The execution and delivery by each Non-MN Borrower of the Transaction Documents and the performance by each Non-MN Borrower of its obligations thereunder do not result in any violation by such Non-MN Borrower of the provisions of its Organizational Documents.

8. The execution and delivery by each Borrower of the Transaction Documents to which it is a party and the performance by each Borrower of its obligations thereunder do not result in (a) any violation by such Borrower of (i) any provision of federal, New York or Virginia law that we, based on our experience, recognize as applicable to such Borrower in a transaction of this type or (ii) to our knowledge, any order, writ, judgment or decree of any federal, New York or Virginia court or governmental authority or regulatory body having jurisdiction over such Borrower or any of its material properties that names or is specifically directed to such Borrower, or (b) a breach or default or require the creation or imposition of any security interest or lien upon such Borrower's properties pursuant to any Reviewed Document, other than the security interests created by the Security Agreement and the Pledge Agreement and any rights of set-off or other liens in favor of the Administrative Agent, the Collateral Agent or the Lenders arising under any of the Transaction Documents or applicable law.

9. If used solely for the purposes contemplated by Section 5.13 of the Amended Credit Agreement and in compliance with Section 3.19 of the Amended Credit Agreement and assuming that the value of any "margin stock," including stock that is repurchased by GameStop but is not retired, held by any Borrower does not exceed 25% of the assets of such Borrower and does not exceed 25% of the consolidated assets of such Borrower and its Subsidiaries, no part of the proceeds of any Loan or any Letter of Credit will be used, directly or indirectly, for a purpose which violates Regulations T, U or X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Sections 220, 221 and 224, respectively.

10. The Security Agreement is in a form sufficient to create in favor of the Lenders (the "Secured Party") to secure the Secured Obligations (as defined therein), a valid security interest in all right, title and interest of Kongregate in and to the Collateral (as defined therein), to the extent that a security interest can be created by the execution and delivery of a security agreement under the NYUCC. Assuming (a) Kongregate has rights in such Collateral and (b) the Secured Party has given value within the meaning of Section 9-203(b)(1) of the NYUCC, upon the filing of the Financing Statement with the Secretary of State of the State of Delaware, as applicable, and the payment of all

applicable fees, such security interest will constitute a perfected security interest in all right, title and interest of Kongregate in and to such Collateral to the extent perfection of a security interest in the Collateral may be perfected by the filing of a financing statement under Article 9 of the DEUCC.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein are further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

(a) Wherever this opinion letter refers to matters “known to us,” or to our “knowledge,” or words of similar import, such reference means that, during the course of our representation of the Borrowers, we have requested information from each Borrower concerning the matter referred to and no information has come to the attention of (either as a result of such request for information or otherwise) the attorneys of our Firm currently devoting substantive attention or a material amount of time thereto, which has given us actual knowledge of the existence (or absence) of facts to the contrary. Except as otherwise stated herein, we have undertaken no independent investigation or verification of such matters, and no inference should be drawn to the contrary from the fact of our representation of each Borrower. Without limiting the foregoing, with respect to our opinions in paragraphs 6 and 8 above, we have not conducted a search of the dockets of any court or administrative or other regulatory agency or of any computer or electronic database.

(b) Our opinions herein reflect only the application of (i) applicable laws of the State of New York (excluding (A) all laws, rules and regulations of cities, counties and other political subdivisions of such State and (B) the securities, blue sky, environmental, employee benefit, pension, antitrust and tax laws of such State, as to which we express no opinion), (ii) the federal laws of the United States (excluding the federal securities, environmental, employee benefit, pension, tax and antitrust laws, as to which we express no opinion), (iii) to the extent required by the foregoing opinions, the Delaware Limited Liability Company Act (Del. Code Ann. Tit. 6, §§101-1916 (2010)) (excluding any and all rules and regulations issued thereunder and executive and judicial interpretations thereof) and the Delaware General Corporation Law (Del. Code Ann. Tit. 8, §§101-619 (2010)) (excluding any and all rules and regulations issued thereunder and executive and judicial interpretations thereof), and (iv) solely with respect to the opinions set forth in clause (c) of paragraph 1, paragraph 3, paragraph 5, paragraph 6, paragraph 7 and clause (a)(i) of paragraph 8, applicable laws of the Commonwealth of Virginia (excluding (A) all laws, rules and regulations of cities, counties and other political subdivisions of such Commonwealth and (B) the securities, blue sky, environmental, employee benefit, pension, antitrust and tax laws of such Commonwealth, as to which we express no opinion). We note to you that the

attorneys who prepared and delivered this opinion letter are not licensed in the State of Delaware. The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinions, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency. We note that, with respect to the laws of the State of Minnesota, you have obtained the opinion of Oppenheimer Wolff & Donnelly LLP, special counsel to the MN Borrowers in such jurisdiction.

(c) Our opinions contained herein may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law), (iii) an implied covenant of good faith and fair dealing and (iv) the qualification that certain other provisions of the Transaction Documents may be further limited or rendered unenforceable by applicable law, but the inclusion of such provisions does not affect the validity as against each Borrower of the Transaction Documents to which it is a party as a whole or, subject to the other assumptions, comments, qualifications, limitations and exceptions stated herein, make the remedies afforded to the Administrative Agent, the Collateral Agent and the Lenders by the Transaction Documents legally inadequate for the practical realization of the principal benefits and/or security purported to be provided thereby.

(d) Our opinions are further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

- (e) We express no opinion as to:
- (i) the enforceability of (1) any provision in any of the

Transaction Documents purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Borrowers or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive or (F) modify or waive the rights to notice, legal defenses, statutes of limitations or other benefits that cannot be waived under applicable law or (2) choice of law or any provision of any Transaction Document relating thereto;

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Transaction Documents which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) rights of set-off, (C) any provisions purporting to provide to the Administrative Agent, Collateral Agent, the Secured Parties or Lenders the right to receive costs and expenses beyond those reasonably incurred by it or (D) provisions in the Transaction Documents whose terms are left open for later resolution by the parties;

(iii) the enforceability of provisions in any Transaction Document to the effect that terms may not be waived or modified except in writing;

(iv) the validity, binding effect or enforceability of any provisions relating to attorneys' or trustees' fees;

(v) whether a subsidiary may guarantee or otherwise be liable for, or pledge its assets to secure, indebtedness incurred by its parent except to the extent that such subsidiary may be determined to have benefited from the incurrence of the indebtedness by its parent or whether such benefit may be measured other than by the extent to which the proceeds of the indebtedness incurred by its parent are, directly or indirectly, made available to such subsidiary for its corporate or other analogous purposes.

(vi) the validity, binding effect or enforceability of any provision in any of the Transaction Documents which purports (A) to permit the Lenders to sell or otherwise dispose of any collateral subject thereto, or enforce any other remedy thereunder (including, without limitation, any self-help or taking possession remedy), except in compliance with the UCC, applicable Federal laws of the United States, and other applicable state and local laws, (B) to impose on any person or entity standards of care for collateral in such person's or such entity's possession or control other than as provided in Section 9-207 of the UCC, (C) to

provide for a security interest in the proceeds of any collateral subject thereto, nor do we express any opinion as to perfection thereof, except as provided by UCC Section 9-315, (D) to entitle the Lenders, as a matter of right, to the appointment of a receiver after the occurrence of a default or (E) to limit the ability of any Borrower or any other person or entity to transfer voluntarily or involuntarily (by way of sale, creation of a security interest, attachment, levy, garnishment or other judicial process) its right, title or interest in or to any collateral subject thereto, except as provided by UCC Sections 8-204 and 9-406, 9-407 and 9-408; *provided* that such limitations on the enforceability of any such provisions do not, in our opinion, subject to the other assumptions, comments, qualifications, limitations and exceptions stated herein, make the remedies afforded to the Lenders by the Transaction Documents legally inadequate for the practical realization of the principal benefits and/or security purported to be provided thereby;

(vii) the validity, binding effect or enforceability of any purported waiver under any of the Transaction Documents, or any purported consent thereunder, relating to the rights of the Borrowers or any other person or entity (including, without limitation, the marshalling of assets, reinstatement and rights of redemption, if any), or duties owing to it, existing as a matter of law (including, without limitation, any waiver of any provision of the UCC) except to the extent the Borrowers or such other person or entity may so waive or consent and has effectively so waived or consented (whether in any of the Transaction Documents or otherwise) in accordance with UCC Section 9-602 or other applicable laws, rules or regulations; *provided* that such limitations on the enforceability of any such provisions do not, in our opinion, subject to the other assumptions, comments, qualifications, limitations and exceptions stated herein, make the remedies afforded to the Lenders by the Transaction Documents legally inadequate for the practical realization of the principal benefits and/or security purported to be provided thereby;

(viii) the validity, binding effect or enforceability of the security interests under any of the Transaction Documents in any item of the collateral subject to any restriction on or prohibition against transfer contained in any security, instrument or document evidencing or relating to such item except to the extent provided in UCC Section 9-406;

(ix) the existence or sufficiency of the Borrowers' rights in or title to any of the collateral; the creation, attachment or perfection of any security interest in any part of the collateral other than as expressly set forth in paragraph 10; or the priority of the security interests referred to therein against any financing statement (including the Financing Statement), security interest, mortgage, lien or other encumbrance on or covering any collateral subject to any of the Loan Documents in favor of any other person or entity;

(x) any item of collateral which is subject to any statute, rule, regulation or treaty of the United States (or any department or agency thereof) which provides for national or international registration for the creation or perfection of a security interest or which specifies a place of filing different from that specified in the UCC to create or perfect a security interest or the security interests in any property or other interests in property of the Borrower which may be considered to be located outside of the United States and are subject to the effect of any applicable foreign laws, rules, regulations or equitable principles;

(xi) any collateral which consists of as-extracted collateral or timber to be cut or goods that are or are to become fixtures;

(xii) any collateral to the extent such collateral is the subject of any transaction described in Section 9-109(c) or (d) of the UCC;

(xiii) the status of the Lender's security interests in any personal property as to which the filing of a financing statement is not an effective method of perfection under the UCC;

(xiv) the validity, binding effect or enforceability of any provision that purports to limit or affect the enforceability of a waiver of a right of redemption;

(xv) the validity, binding effect or enforceability of any provision that purports to impose limitations on attorneys' fees; and

(xvi) the validity, binding effect or enforceability of any provision that purports to provide for late charges, prepayment charges or yield maintenance charges, liquidated damages or "penalties" or acceleration of future amounts owing (other than principal) without appropriate discount to present value.

(f) In addition, our opinions in paragraph 10 are subject to (i) the limitations with respect to buyers in the ordinary course of business imposed by Section 9-320 and 9-330 of the UCC, (ii) all relevant provisions of and limitations contained in the UCC, including, without limitation, the limitations with respect to chattel paper, financial assets, documents, deposit accounts, goods covered by documents, investment property, letter of credit rights, money, instruments, securities and securities entitlements imposed by UCC Sections 8-302, 9-312 and 9-331, (iii) the provisions of UCC Sections 9-203(b)(1), 9-204(b), 9-334, 9-335 and 9-336 and (iv) Section 552 of the Bankruptcy Code, which limits the extent to which property acquired by a debtor after the commencement of a case under the Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.

(g) Our opinion in paragraph 10 above is also subject to the

following assumptions: (i) that none of the personal property that constitutes Collateral are (A) goods covered by a “certificate of title” or (B) “consumer goods,” as those terms are defined in the UCC; and (ii) that such security interests are neither (A) an “investment company security” (within the meaning of Section 8-103(b) of the UCC) nor (B) dealt in or traded on securities exchanges or in securities markets.

(h) Our opinion in paragraph 10 above is further subject to the assumption that the Financing Statement contains the correct name and mailing address of the secured party and that the debtor has not changed its name, identity or organizational structure. We call your attention to Section 9-507 of the Delaware UCC, which provides that where the debtor so changes its name that a filed financing statement becomes seriously misleading, the filing is not effective to perfect a security interest in collateral acquired by the debtor more than four months after the change, unless an amendment to the financing statement which renders the financing statement not seriously misleading is filed within four months after the change. In addition, we note that under the provisions of the Delaware UCC, the Financing Statement will lapse five years from the date of filing unless a proper continuation statement is filed within six months prior to the expiration of the five-year period. In rendering our opinions expressed herein, we have assumed that the Financing Statement has not lapsed, or been modified, terminated or released.

(i) In rendering the opinions expressed in Paragraph 6 and 8 above, we give no opinion as to the impact of actions referenced therein under or with respect to any provision in any of the Reviewed Documents which requires compliance with any financial measure, test or ratio.

This opinion letter is being delivered by us solely for your benefit pursuant to the provisions of Section 4.1(b) of the Amended Credit Agreement. We do not render any opinions except as set forth above.

By your acceptance of this opinion letter, you agree that it may not be relied upon, circulated, quoted or otherwise referred to by any other person or for any other purpose without our prior written consent in each instance, except that permitted assigns of any Lender may rely on this opinion letter as if it were addressed to them. Notwithstanding the foregoing, you may deliver copies of this opinion (a) to bank examiners and other governmental regulatory agencies having jurisdiction over you should they request a copy hereof in connection with their normal examinations, (b) to your independent accountants, attorneys and other professional advisors acting on your behalf in connection with the transactions contemplated by the Transaction Documents or the Loan Documents, (c) to designated persons pursuant to order or legal process of any court or governmental authority of competent jurisdiction, (d) pursuant to subpoena, request for production of documents or other discovery request or in connection with the defense by the

Administrative Agent, the Collateral Agent or any Lender of any legal action arising out of the transactions contemplated by the Loan Documents, (e) in connection with any legal action commenced by the Administrative Agent, the Collateral Agent or any Lender with respect to this opinion letter, and (f) to prospective permitted assigns of any Lender or any of the Notes and any prospective permitted Participant, provided that no such parties shall be permitted to rely on this opinion letter.

Very truly yours,

**GameStop Corp.
REVOLVING LINE OF CREDIT AVAILABILITY CALCULATION**

Fiscal Month Ended

Inventory

		Cost
Ending Inventory balance per BRIAN, as of:		_____
(net of magazine and refurb labor SKU's)		_____
Less: Internal Warranties		_____
Less: RTV's		_____
Less: One Month Shrink Accrual		_____
Less: Defective and Refurbishment Parts		_____
Less: Landlord Liened Inventory		_____
Eligible Inventory per BRIAN, as of:		_____
Inventory Advance Rate:		
90% of avg. annual NOLV		
Avg. Annual Appraised NOLV	0.0 %	
	90.0 %	
Appr NOLV * 90%	0.0 %	_____
Inventory Availability Before Reserves		_____
Less: Gift Certificates (30%)	30.0 %	-
Merchandise Credits (30%)	30.0 %	-
Customer Deposit Reserve (30%)	30.0 %	-
Landlord Lien Reserve (1 month rent PA, VA, WA)		_____
Total Availability Reserves		_____
Inventory Availability		_____

Credit Card Receivables

Eligible Credit Card Receivables	90 %	_____
Total Inventory and Credit Card Receivable Availability		_____
Total Loan Cap		400,000,000
Total Borrowing Base		_____

GameStop ("The Borrower")

Availability Calculation

Beginning Principal Balance		_____
Add advances		_____
Add fees charged		_____
Less paydowns		_____
Ending principal balance		_____

Add est. accrued MTD interest			
Add Documentary Letters of Credit			-
Add Standby Letters of Credit			
Total liability prior to request			-
Not to exceed	\$	400,000,000	
Net availability prior to today's request			-
Today's Advance Request			-
Net availability including today's request			-

The undersigned represents and warrants that (a) the information set forth above has been prepared in accordance with the requirements of the Credit Agreement (the "Credit Agreement") between the Borrowers and Bank of America, N.A., as Administrative Agent; (b) no Default or Event of Default (as such terms are defined in the Credit Agreement) are presently in existence; and (c) all or a portion of the advance requested hereby will be set aside by the Borrowers to cover 100% of the Borrowers' obligation for sales tax on account of sales since the most recent borrowing under the Credit Agreement.

Authorized Signer

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

To: Bank of America, N.A. Date:
100 Broad Street
Boston, Massachusetts 02110
Attention: Mr. Stephen J. Garvin

Re: Amended and Restated Credit Agreement dated as of January 4, 2011 (as amended, modified, supplemented or renewed from time to time the "Credit Agreement") by and among GAMESTOP CORP. (the "Lead Borrower"), the other Borrowers party thereto, the Lenders referred to therein and Bank of America, N.A., as administrative agent and collateral agent for the Lenders (the "Agent").

The undersigned, a duly authorized and acting Financial Officer of the Lead Borrower, hereby certifies to you as follows:

1. Attached hereto as Appendix I are calculations with respect to the Fixed Charge Coverage Ratio as required by Section 5.1(d) of the Credit Agreement.
2. No Default
 - a. Since _____ (the date of the last similar certification), no Default or Event of Default specified in Article 7 of the Credit Agreement has occurred and is continuing, or, if a Default or Event of Default has occurred and is continuing, the Borrowers propose to take the following action with respect to such Default or Event of Default: _____.

(Note, if no Default or Event of Default has occurred, insert "Not Applicable".)
3. Changes in GAAP
 - a. Since _____ (the date of the Borrowers' audited financial statements referred to in Section 3.4 of the Credit Agreement), no change in GAAP or in the application thereof has occurred.
 - b. If any change in GAAP or in the application thereof has occurred, Borrowers propose that such change will have the following effect on the financial statements accompanying this certificate:

_____.

(Note, if no change has occurred, insert "Not Applicable".)

4. Attached here to as Appendix II is a list of all DDAs (other than store level DDAs which automatically sweep into another DDA which is a Blocked Account) opened by the Borrowers during the quarter ending _____.

IN WITNESS WHEREOF, I have executed this Certificate this ____ day of _____, ____.

By: _____
Financial Officer of Lead Borrower

Name: _____
Title: _____

Appendix I to Compliance Certificate

Fixed Charge Coverage Ratio¹ as of the month ending _____:

1. Consolidated EBITDA for the twelve-month period then ended:

(a) Consolidated Net Income for such period:

Plus

(b) depreciation, amortization and all other non-cash charges deducted in the calculation of Consolidated Net Income for such period

Plus

(c) provisions for income taxes that were deducted in the calculation of Consolidated Net Income for such period

Plus

(d) Consolidated Interest Expense

Plus

(e) extraordinary non-cash losses to the extent such losses have not been and will not become cash losses in a later fiscal period

(f) Consolidated EBITDA: Sum of 1(a) through 1(e)

Minus the sum of the following:

1 Consolidated EBITDA and Capital Expenditures shall be calculated without regard to (i) those items attributable to any Person prior to the date it becomes a Domestic Subsidiary of the Lead Borrower or any of its other Domestic Subsidiaries or is merged into or consolidated with the Lead Borrower or any of its Domestic Subsidiaries or that Person's assets are acquired by the Lead Borrower or any of its Domestic Subsidiaries and (ii) any Subsidiaries other than Domestic Subsidiaries Controlled by the Borrowers.

2. Capital Expenditures during such period: _____

3. Taxes paid in cash during such period: _____

4. Line 1(f) minus the sum of Lines 2 and 3: _____

5. Debt Service Charges for such period: _____

6. Fixed Charge Coverage Ratio

(Line 4 divided by Line 5) _____

Covenant: In the event that Excess Availability is less than the greater of (x) \$40,000,000 or (y) 12.5% of the Loan Cap, the Borrowers shall not thereafter permit the Fixed Charge Coverage Ratio to be less than 1.1:1.0.

Fixed Charge Coverage Ratio required to be tested? Yes No

If required to be tested, are Borrowers in compliance? Yes No

Appendix II to Compliance Certificate

DDAs2

1261362.5

2 List DDAs (other than store level DDAs which automatically sweep into another DDA which is a Blocked Account) opened since last Compliance Certificate.

-6-

AMENDED AND RESTATED SECURITY AGREEMENT

AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") dated as of January 4, 2011 among GAMESTOP CORP., a corporation organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051, as Lead Borrower; the Subsidiary Borrowers party hereto (together with the Lead Borrower, individually, a "Grantor" and collectively, the "Grantors"); and BANK OF AMERICA, N.A., a national banking association, as collateral agent (in such capacity, the "Collateral Agent" for the Credit Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Lead Borrower and certain of the Grantors, among others, have entered into (i) that certain Credit Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the "Existing Credit Agreement") by, among others, the Lead Borrower, the other Borrowers party thereto, the "Lenders" as defined therein, Bank of America, N.A. as "Administrative Agent" and "Collateral Agent", Citicorp North America, Inc., as "Syndication Agent", and Merrill Lynch Capital a Division of Merrill Lynch Business Financial Services, Inc., as "Documentation Agent" and (ii) that certain Security Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the "Existing Security Agreement") by and among such Grantors and Bank of America, N.A., as "Collateral Agent"; and

WHEREAS, contemporaneously herewith, the Grantors and the Collateral Agent, among others, are amending and restating the Existing Credit Agreement in its entirety pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and between, among others, (i) the Grantors, as Borrowers, (ii) the Lenders named therein, (iii) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders, and (iv) Bank of America, N.A., as Issuing Bank; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit under the Credit Agreement are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that the Existing Security Agreement shall be amended and restated in its entirety to read as follows (it being agreed that this Agreement shall not be deemed to evidence or result in a novation under the Existing Security Agreement):

SECTION 1

Definitions

1.1 Generally. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement, and all references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the Security Interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Accessions" shall have the meaning given that term in the UCC.

"Account Debtor" shall have the meaning given that term in the UCC.

"Accounts" shall mean "accounts" as defined in the UCC, and also all accounts, accounts receivable, and rights to payment (whether or not earned by performance) for: (i) property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; (ii) services rendered or to be rendered; (iii) a policy of insurance issued or to be issued; (iv) a secondary obligation incurred or to be incurred; or (v) arising out of the use of a credit or charge card or information contained on or used with that card.

"Blue Sky Laws" shall have the meaning assigned to such term in Section 6.1 of this Agreement.

"Certificated Security" shall have the meaning given that term in the UCC.

"Confirmer" shall have the meaning given that term in Section 5-102 of the UCC.

"Chattel Paper" shall have the meaning given that term in the UCC.

"Collateral" shall mean all personal and fixture property (other than fixture property pledged pursuant to a mortgage on any owned real property) of each Grantor, including, without limitation: (a) Accounts, (b) Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper), (c) Commercial Tort Claims, (d) Deposit Accounts, (e) Documents, (f) Equipment, (g) Fixtures, (h) General Intangibles (including Payment Intangibles), (i) Goods, (j) Instruments, (k) Inventory, (l) Investment Property, (m) Letter-of-Credit Rights, (n) Software, (o) Supporting Obligations, (p) all books, records, and information relating to any of the foregoing and/or to the operation of any Grantor's business, and all rights of access to such books, records, and information, and all property in which such books, records, and information are stored, recorded and maintained, (q) all insurance proceeds, refunds, and premium rebates, including, without limitation, proceeds of fire and credit insurance, whether any of such proceeds, refunds, and premium rebates arise out of any of the foregoing ((a) through (p)) or otherwise, (r) all liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing ((a) through (q)), including the right of stoppage in transit, and (s) any of the foregoing whether now owned or now due, or in which any Grantor has an interest, or hereafter acquired, arising, or to become due, or in which any Grantor obtains an interest, and all products, Proceeds, substitutions, and Accessions of or to any of the foregoing. Notwithstanding the foregoing, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a Security Interest in, any General Intangibles, other than Payment Intangibles, *if and only to the extent that* in the case of any such General Intangible, (x) any contract evidencing such General Intangible contains a valid and effective contractual restriction or limitation which prohibits the grant or creation of a security interest therein, or (y) a valid and effective restriction or limitation imposed by applicable law, regulation, rule, order or other directive of any governmental body, agency or authority, or the order of any court of competent jurisdiction, prohibits the grant or creation of a security interest in such General Intangible, provided that the Proceeds realized from any of the foregoing shall not be deemed excluded from the definition of Collateral but shall constitute Collateral, and provided further that to the extent such security interest at any time hereafter shall no longer be prohibited by law, and/or immediately upon such contractual restriction or limitation no longer being enforceable, as the case may be, the Collateral shall automatically and without any further action include, and the Grantors shall be deemed to have granted automatically and without any further action a Security Interest in, such right as if such law had never existed or such contractual restriction or limitation had never been enforceable, as the case may be.

“Collateral Agent’s Rights and Remedies” shall have the meaning assigned to such term in Section 8.8.

“Commercial Tort Claim” shall have the meaning given that term in the UCC.

“Commodity Intermediary” shall have the meaning given that term in the UCC.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Deposit Account” shall have the meaning given that term in the UCC and shall also include all demand, time, savings, passbook, or similar accounts maintained with a bank.

“Documents” shall have the meaning given that term in the UCC.

“Electronic Chattel Paper” shall have the meaning given that term in the UCC.

“Entitlement Holder” shall have the meaning given that term in the UCC.

“Entitlement Order” shall have the meaning given that term in the UCC.

“Equipment” shall mean “equipment” as defined in the UCC, and also all furniture, store fixtures, rolling stock, machinery, office equipment, plant equipment, tools, dies, molds, and other goods, property, and assets which are used and/or were purchased for use in the operation or furtherance of a Grantors’ business, and any and all Accessions or additions thereto, and substitutions therefor, provided that Equipment shall not include motor vehicles.

“Financial Asset” shall have the meaning given that term in the UCC.

“Financing Statement” shall have the meaning given that term in the UCC.

“Fixture Filing” shall have the meaning given that term in the UCC.

“Fixtures” shall have the meaning given that term in the UCC.

“General Intangibles” shall have the meaning given that term in the UCC, and shall also include, without limitation, all: Payment Intangibles; rights to payment for credit extended; deposits; amounts due to any Grantor; credit memoranda in favor of any Grantor; warranty claims; tax refunds and abatements; insurance refunds and premium rebates; all means and vehicles of investment or hedging, including, without limitation, options, warrants, and futures contracts; records; customer lists; telephone numbers; goodwill; causes of action; judgments; payments under any settlement or other agreement; literary rights; rights to performance; royalties; license and/or franchise fees; rights of admission; licenses; franchises; license agreements, including all rights of any Grantor to enforce same; permits, certificates of convenience and necessity, and similar rights granted by any governmental authority; internet addresses and domain names; developmental ideas and concepts; proprietary processes; blueprints, drawings, designs, diagrams, plans, reports, and charts; catalogs; technical data; computer software programs (including the source and object codes therefor), computer records, computer software, rights of access to computer record service bureaus, service bureau computer contracts, and computer data; tapes, disks, semi-conductors chips and printouts; user, technical reference, and other manuals and materials; patents, patent applications and patents pending; trade secret rights, copyrights, copyright applications, mask work rights and interests, and derivative works and interests; trade names, trademarks, trademark applications, service marks, and service mark applications, together with all goodwill connected with and symbolized by any of the foregoing; all other general intangible property of any Grantor in the nature of intellectual property; proposals; cost estimates, and reproductions on paper, or otherwise, of any and all concepts or ideas, and any matter related to, or connected with, the design, development, manufacture, sale, marketing, leasing, or use of any or all property produced, sold, or leased, by or credit extended or services performed, by any Grantor, whether intended for an individual customer or the general business of any Grantor, or used or useful in connection with research by any Grantor.

“Goods” shall have the meaning given that term in the UCC.

“Indemnitee” shall have the meaning assigned to such term in Section 8.6 of this Agreement.

“Instruments” shall have the meaning given that term in the UCC.

“Inventory” shall have the meaning given that term in the UCC, and shall also include, without limitation, all Goods which (a) are leased by a Person as lessor, (b) are held by a Person for sale or lease or to be furnished under a contract of service, (c) are furnished by a Person under a contract of service, or (d) consist of raw materials, work in process, or materials used or consumed in a business.

“Investment Property” shall have the meaning given that term in the UCC.

“IP Security Agreement” means the Amended and Restated Patent and Trademark Security Agreement dated as of the date hereof and executed and delivered by the Grantors to the Collateral Agent for the ratable benefit of the Credit Parties, as the same may be amended, modified, supplemented or restated from time to time.

“Issuer” shall have the meaning given that term in the UCC.

“Letter-of-Credit Right” shall have the meaning given that term in the UCC and shall also mean any right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

“Payment Intangible” shall have the meaning given that term in the UCC, and shall also refer to any General Intangible under which the Account Debtor’s primary obligation is a monetary obligation.

“Perfection Certificate” shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Lead Borrower.

“Proceeds” shall have the meaning given that term in the UCC.

“Secured Obligations” shall mean “Obligations” as defined in the Credit Agreement; provided, however, that Obligations described in clause (c) of the definition of Obligations shall be Secured Obligations solely to the extent that there is sufficient Collateral following satisfaction of the Obligations described in clauses (a) and (b) of the definition of Obligations.

“Securities Act” shall have the meaning assigned to such term in Section 6.1 of this Agreement.

“Securities Intermediary” shall have the meaning given that term in the UCC.

“Security” shall have the meaning given that term in the UCC.

“Security Interest” shall have the meaning assigned to such term in Section 2.1 of this Agreement.

“Software” shall have the meaning given that term in the UCC.

“Supporting Obligation” shall have the meaning given that term in the UCC and shall also refer to a Letter-of-Credit Right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument, or Investment Property.

“Tangible Chattel Paper” shall have the meaning given that term in the UCC.

“Uncertificated Security” shall have the meaning given that term in the UCC.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.6 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2

Security Interest

2.1 Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby bargains, assigns, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Credit Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all of such Grantor’s right, title and interest in, to and under the Collateral (the “Security Interest”). Without limiting the foregoing, each Grantor hereby designates the Collateral Agent as such Grantor’s true and lawful attorney, exercisable by the Collateral Agent whether or not an Event of Default exists, with full power of substitution, at the Collateral Agent’s option, to file one or more Financing Statements (including Fixture Filings), continuation statements, or to sign other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor (each Grantor hereby appointing the Collateral Agent as such Person’s attorney to sign such Person’s name to any such instrument or document, whether or not an Event of Default exists), and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party. The Collateral Agent acknowledges that the attachment of its Security Interest in any Commercial Tort Claim is subject to the Grantors’ compliance with Section 4.12.

2.2 No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Credit Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral. Except during the existence of an Event of Default, the Grantors shall retain the right to vote any of the Investment Property constituting Collateral in a manner not inconsistent with the terms of this Agreement and the Credit Agreement.

SECTION 3

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Credit Parties that:

3.1 Representations and Warranties Incorporated by Reference. Each Grantor hereby restates each of the representations and warranties set forth in Article 3 of the Credit Agreement with respect to such Grantor as a Borrower thereunder. Each such warranty and representation is incorporated herein by reference.

3.2 Title and Authority. Each Grantor has good and valid rights in, or title to, the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

3.3 Filings. The Perfection Certificate has been duly prepared, completed and executed, and the information set forth therein is correct and complete in all material respects. UCC Financing Statements (including Fixture Filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been filed in each governmental, municipal or other office as is necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Credit Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, re-filing, recording, rerecording, registration or re-registration is necessary in any such jurisdiction, except as provided under Applicable Law with respect to the filing of continuation statements or as a result of any change in a Grantor's name or jurisdiction of incorporation or formation or under any other circumstances under which, pursuant to the UCC, filings previously made have become misleading or ineffective in whole or in part.

3.4 Validity and Priority of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all of the Collateral securing the payment and performance of the Obligations, and (b) subject to the filings described in Section 3.3 above, a perfected security interest in all of the Collateral. The Security Interest is and shall be prior to any other Lien on any of the Collateral, subject only to those Liens expressly permitted pursuant to Section 6.2 of the Credit Agreement.

3.5 Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.2 of the Credit Agreement. Except as provided in the Loan Documents, the Grantors have not filed or consented to the filing of (a) any Financing Statement or analogous document under the UCC or any other Applicable Law covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which Financing Statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.2 of the Credit Agreement.

3.6 Bailees, Warehousemen, Etc. Except as otherwise disclosed in the Perfection Certificate, no Inventory costing in excess of \$5,000,000 held on a temporary basis of any Grantor is in the care or custody of any one third party or stored or entrusted with any one bailee or other third party and none shall hereafter be placed under such care, custody, storage or entrustment unless a waiver or other agreement reasonably satisfactory to the Collateral Agent is delivered to the Collateral Agent by such third party or bailee.

3.7 Consignments. Except as otherwise disclosed in the Perfection Certificate, no Grantor has, and none shall have, possession of any property on consignment.

SECTION 4

Covenants

4.1 Covenants Incorporated by Reference. Each Grantor hereby covenants and agrees that each Grantor shall perform, observe and otherwise comply with the covenants set forth in Articles 5 and 6 of the Credit Agreement with respect to such Grantor as a Loan Party.

4.2 Change of Name; Location of Collateral; Records; Place of Business.

(a) Each Grantor agrees to furnish to the Collateral Agent thirty (30) days' prior written notice of (i) any change in its legal name, (ii) any change in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it, or any office or facility at which Collateral owned by it is located, including the establishment of any such new office or facility, (iii) any change in its identity or organizational structure, (iv) any change in its Federal Taxpayer Identification Number or organizational number, if any, assigned to it by its state of organization, or (v) the acquisition by any Grantor of any property for which additional filings or recordings are necessary to perfect and maintain the Collateral Agent's Security Interest therein. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all of the Collateral.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as, or similar to, those in which such Grantor is engaged, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

4.3 Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.2 of the Credit Agreement.

4.4 Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any Financing Statements (including Fixture Filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

4.5 Inspection and Verification. Without limiting the terms and conditions of Sections 5.9 of the Credit Agreement, the Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, on reasonable prior notice except if an Event of Default then exists, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third Person, by contacting Account Debtors or the third Person possessing such Collateral for the purpose of making such a verification, provided that prior to the occurrence and continuation of an Event of Default, the Grantors shall only be required to pay the fees and expenses for (i) one commercial finance examination and one appraisal during each twelve month period following the Effective Date so long as the conditions set forth in clauses (ii) or (iii) below do not apply, (ii) two commercial finance examinations and two appraisals during each twelve month period following the Effective Date if Excess Availability is at any time less than fifty percent (50%) of the Loan Cap, and (iii) three commercial finance examinations and three appraisals during each twelve month period following the Effective Date if Excess Availability is at any time less than fifteen percent (15%) of the Loan Cap. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Credit Party. Notwithstanding the foregoing limitations on the Grantors' obligation to pay the expenses for appraisals and commercial finance examinations prior to the occurrence of an Event of Default, the Collateral Agent may, (i) undertake such additional appraisals and commercial finance examinations prior to the occurrence of an Event of Default as it, in its Permitted Discretion, deems necessary, at the expense of the Lenders, and (ii) if an Event of Default shall have occurred and be continuing, undertake such additional appraisals and commercial finance examinations at the Grantors' expense as it deems appropriate.

4.6 Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.2 of the Credit Agreement, and may take any other action which the Collateral Agent may deem necessary or desirable to repair, maintain or preserve any of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that the Collateral Agent shall not have any obligation to undertake any of the foregoing and shall have no liability on account of any action so undertaken except where there is a specific finding in a judicial proceeding (in which the Collateral Agent has had an opportunity to be heard), from which finding no further appeal is available, that the Collateral Agent had acted in actual bad faith or in a grossly negligent manner; and provided further that the making of any such payments by the Collateral Agent shall not be deemed to constitute a waiver of any Default or Event of Default arising from the Grantor's failure to have made such payments. Nothing in this Section 4.6 shall be interpreted as excusing any Grantor from the performance of any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

4.7 Assignment of Security Interest.

(a) If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of, and transferees from, the Account Debtor or other Person granting the security interest.

(b) To the extent that any Grantor is a beneficiary under any written letter of credit now or hereafter issued in favor of such Grantor (which, for the avoidance of doubt, shall not include any Letter of Credit issued pursuant to the Credit Agreement), such Grantor shall deliver such letter of credit to the Collateral Agent. The Collateral Agent shall from time to time, at the request and expense of such Grantor, make such arrangements with such Grantor as are in the Collateral Agent's reasonable judgment necessary and appropriate so that such Grantor may make any drawing to which such Grantor is entitled under such letter of credit, without impairment of the Collateral Agent's perfected security interest in such Grantor's rights to proceeds of such letter of credit or in the actual proceeds of such drawing. At the Collateral Agent's request, such Grantor shall, for any letter of credit, whether or not written, now or hereafter issued in favor of such Grantor as beneficiary, execute and deliver to the issuer and any Confirmer of such letter of credit an assignment of proceeds form, in favor of the Collateral Agent and satisfactory to the Collateral Agent and such issuer or (as the case may be) such Confirmer, requiring the proceeds of any drawing under such letter of credit to be paid directly to the Collateral Agent.

4.8 Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Credit Parties from and against any and all liability for such performance.

4.9 Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.2 of the Credit Agreement. Except as expressly permitted in the Credit Agreement, none of the Grantors shall make or permit to be made any transfer of the Collateral, and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business, (b) a Grantor may transfer Collateral to any other Grantor, and (c) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document.

4.10 Limitation on Modification of Accounts. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, releases, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices.

4.11 Insurance.

(a) The Grantors shall maintain insurance on the Collateral as required by Section 5.7 of the Credit Agreement. All such insurance which covers the Collateral shall include an endorsement in favor of the Collateral Agent, which endorsement shall provide that the insurance, to the extent of the Collateral Agent's interest therein, shall not be impaired or invalidated, in whole or in part, by reason of any act or neglect of any Grantor or by the failure of any Grantor to comply with any warranty or condition of the policy.

(b) Each Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact), for the purpose of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Secured Obligations secured hereby.

4.12 Commercial Tort Claims. If any Grantor shall at any time acquire a Commercial Tort Claim in excess of \$2,500,000, such Grantor shall promptly notify the Collateral Agent in writing of the details thereof and the Grantors shall take such actions as the Collateral Agent shall reasonably request in order to grant to the Collateral Agent, for the ratable benefit of the Credit Parties, a perfected and first priority security interest therein and in the Proceeds thereof.

4.13 Legend. At the request of the Collateral Agent, each Grantor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, its Accounts and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts have been assigned to the Collateral Agent for the benefit of the Credit Parties and that the Collateral Agent has a security interest therein.

4.14 General Intangibles. Each Grantor shall apply for, and diligently pursue applications for, registration of its ownership of the General Intangibles constituting Collateral for which registration is appropriate, and which are material to its business, and will use such other reasonable measures as are appropriate to preserve its rights in its other General Intangibles constituting Collateral, except that such Grantor may abandon such rights as could not reasonably be expected to have a Material Adverse Effect on the value of such General Intangibles. Each Grantor will, at the request of the Collateral Agent, retain current copies of all materials created by or furnished to such Grantor on which is recorded then current information relating to any computer programs or data bases that such Grantor has developed or otherwise has the right to use from time to time. Such materials shall include, without limitation, magnetic or other computer media on which object, source or other code is recorded and documentation of those computer programs or data bases, in the nature of listing printouts, narrative descriptions, flow diagrams and similar items. Each Grantor will, at the reasonable request of the Collateral Agent, deliver a set of such copies to the Collateral Agent for safekeeping and retention or transfer in the event of the exercise of the Collateral Agent's Rights and Remedies.

4.15 Investment Property.

(a) If any Grantor shall at any time hold or acquire any Certificated Securities (other than treasury stock of such Grantor), such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify, all of which thereafter shall be held by the Collateral Agent, pursuant to the terms of this Agreement, as part of the Collateral. If any Securities now held or hereafter acquired by any Grantor are Uncertificated Securities (other than treasury stock of such Grantor) and are issued to such Grantor or its nominee directly by the Issuer thereof, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause the Issuer to agree to comply with instructions from the Collateral Agent as to such Securities, without further consent of such Grantor or the nominee, or (ii) arrange for the Collateral Agent to become the registered owner of the Securities. If any Grantor, as registered holder of Investment Property, receives any stock certificate, option or right, or other distribution, whether as an addition to, in substitution of, or in exchange for, such Investment Property, or otherwise, such Grantor agrees to accept the same in trust for the Collateral Agent and the Credit Parties and to forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify, to be held by the Collateral Agent as Collateral. If any Securities, whether Certificated Securities or Uncertificated Securities, or other Investment Property now held or hereafter acquired by any Grantor are held by such Grantor or its nominee through a Securities Intermediary or Commodity Intermediary, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause such Securities Intermediary or Commodity Intermediary, as the case may be, to agree to comply with Entitlement Orders or other instructions from the Collateral Agent to such Securities Intermediary as to such Securities or other Investment Property or, as the case may be, to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such Commodity Intermediary, in each case without the further consent of such Grantor or such nominee, or (ii) in the case of Financial Assets or other Investment Property held through a Securities Intermediary, arrange for the Collateral Agent to become the Entitlement Holder with respect to such Investment Property.

(b) The Collateral Agent agrees with each Grantor that, pursuant to this Section 4.15, the Collateral Agent shall not give any such Entitlement Orders or instructions or directions to any such Issuer, Securities Intermediary or Commodity Intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by such Grantor, provided that no Event of Default has occurred and is continuing or, after giving effect thereto, any such investment or withdrawal rights not otherwise permitted by the Credit Agreement would occur. In addition, (i) so long as no Event of Default shall have occurred and be continuing, each Grantor shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Securities for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement or any other instrument or agreement referred to herein or therein; and the Collateral Agent shall execute and deliver or cause to be executed and delivered to such Grantor all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the rights and powers which it is entitled to exercise pursuant hereto, and (ii) so long as no Cash Dominion Event shall have occurred and be continuing, each Grantor shall be entitled to receive and retain any dividends or other distributions on the Securities.

4.16 Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in excess of \$2,500,000 in any Electronic Chattel Paper or any “transferable record” as such term is defined in the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001, et. seq., or in Section 16 of the Uniform Electronic Transactions Act as in effect in any jurisdiction applicable to such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under the UCC, the Electronic Signatures in Global and National Commerce Act, or the Uniform Electronic Transactions Act, as the case may be, of such transferable record. The Collateral Agent agrees with each Grantor that so long as no Event of Default has occurred and is continuing or would occur after taking into account the following, the Collateral Agent will arrange, pursuant to procedures satisfactory to the Collateral Agent and so long as such procedures will not result in Collateral Agent’s loss of control under the UCC, the Electronic Signatures in Global and National Commerce Act, or the Uniform Electronic Transactions Act, as the case may be, for such Grantor to make such necessary alterations to the Electronic Chattel Paper or transferable record as are permitted under the UCC, the Electronic Signatures in Global and National Commerce Act, or the Uniform Electronic Transactions Act, as the case may be.

4.17 Tangible Chattel Paper, Notes and Other Instruments. If at any time any amount payable to any Grantor under or in connection with any of the Collateral is evidenced by any Tangible Chattel Paper, promissory note, trade acceptances or other Instrument, such Grantor shall promptly deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

4.18 Bailments, Etc. If any Collateral costing in excess of \$5,000,000 is at any time in the possession or control of any one warehouseman for more than a temporary period of time (not to exceed five (5) Business Days), bailee or any Grantor's agents, such Grantor shall promptly notify the Collateral Agent thereof and, upon the request of the Collateral Agent, (i) notify such warehouseman, bailee or agent to hold all such Collateral for the Collateral Agent's account subject to the Collateral Agent's instructions, (ii) obtain from such warehouseman, bailee or agent a Collateral Access Agreement, (iii) deliver any negotiable warehouse receipt, bill of lading or other document of title issued with regard to the Collateral to the Collateral Agent appropriately endorsed to the Collateral Agent's order, and/or (iv) arrange for the issuance in the name of the Collateral Agent, in form reasonably satisfactory to the Collateral Agent, any nonnegotiable document of title covering such Collateral. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such warehouseman, bailee or agent.

4.19 Other Perfection, Etc. The Grantors shall at any time and from time to time take such steps as the Collateral Agent may reasonably request for the Collateral Agent (a) to obtain "control" of any Deposit Accounts or Letter-of-Credit Rights, with any agreements establishing control to be in form and substance satisfactory to the Collateral Agent, and (b) otherwise to insure the continued perfection of the Collateral Agent's security interest in any of the Collateral with the priority described in Section 3.4 and of the preservation of its rights therein. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give notice to any depository under any control, blocked account or similar agreement in respect of a Deposit Account unless a Cash Dominion Event has occurred and is continuing.

4.20 Assignment of Claims Act. If at any time any Accounts of any Grantor arise from contracts with the United States of America or any department, agency or instrumentality thereof, such Grantor will promptly notify the Collateral Agent thereof and shall execute all assignments and take all steps reasonably requested by the Collateral Agent in order that all monies due and to become due thereunder will be assigned and paid to the Collateral Agent and notice thereof given to the federal authorities under the Assignment of Claims Act of 1940, 41 U.S.C. §15.

4.21 Notices and Reports Pertaining to Collateral. In addition to any other notice or reporting requirement imposed on the Grantors under this Agreement and the Credit Agreement, the Grantors will, with respect to the Collateral:

- (a) Promptly notify the Collateral Agent when any Grantor obtains knowledge of actual or imminent bankruptcy or other insolvency proceeding of any material Account Debtor or Issuer of Investment Property;
- (b) Promptly notify the Collateral Agent of any material return or adjustment, rejection, repossession, or loss or damage of or to merchandise represented by Accounts or constituting Inventory and of any material credit, adjustment or dispute arising in connection with the goods or services represented by Accounts or constituting Inventory;
- (c) Promptly after the application by any Grantor for registration of any General Intangibles, notify the Collateral Agent thereof; and
- (d) Promptly notify the Collateral Agent in the event of a material loss or damage to the Collateral, if such loss or damage is not covered by insurance, of any reclamation or repossession of or any action by a creditor to reclaim or repossess any material asset(s) of any Grantor, of any material adverse change in the Collateral, and of any other occurrence that may have a Material Adverse Effect on the Security Interest of the Collateral Agent in the Collateral.

SECTION 5

Collections

5.1 Collections.

(a) Each Grantor shall at all times comply with the Cash Receipts provisions of Section 2.21 of the Credit Agreement including, without limitation, after the occurrence and during the continuance of a Cash Dominion Event, causing the sweep on each Business Day of all Cash Receipts into the Bank of America Concentration Account or a Blocked Account, as provided for in the Credit Agreement.

(b) Without the prior written consent of the Collateral Agent, no Grantor shall modify or amend the instructions pursuant to any of the DDA Notifications, the Credit Card Notifications, or the Blocked Account Agreements. So long as no Event of Default has occurred and is continuing, each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Accounts, for the benefit and on behalf of the Collateral Agent and the other Credit Parties; provided, however, that such privilege may, at the option of the Collateral Agent, be terminated upon the occurrence and during the continuance of any Event of Default.

5.2 Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Credit Parties, (a) at any time, whether or not a Default or Event of Default has occurred, to take actions required to be taken by the Grantors under Section 2.1 of this Agreement, (b) upon the occurrence and during the continuance of a Cash Dominion Event or as otherwise permitted under the Credit Agreement, (i) to take actions required to be taken by the Grantors under Section 5.1 of this Agreement, and (ii) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; and (c) upon the occurrence and during the continuance of an Event of Default or as otherwise permitted under the Credit Agreement, (i) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (ii) to sign the name of any Grantor on any invoices, schedules of Collateral, freight or express receipts, or bills of lading storage receipts, warehouse receipts or other documents of title relating to any of the Collateral; (iii) to sign the name of any Grantor on any notice to such Grantor's Account Debtors; (iv) to sign the name of any Grantor on any proof of claim in bankruptcy against Account Debtors, and on notices of lien, claims of mechanic's liens, or assignments or releases of mechanic's liens securing the Accounts; (v) to sign change of address forms to change the address to which each Grantor's mail is to be sent to such address as the Collateral Agent shall designate; (vi) to receive and open each Grantor's mail, remove any Proceeds of Collateral therefrom and turn over the balance of such mail either to the Lead Borrower or to any trustee in bankruptcy or receiver of a Grantor, or other legal representative of a Grantor whom the Collateral Agent determines to be the appropriate person to whom to so turn over such mail; (vii) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (viii) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (ix) to take all such action as may be necessary to obtain the payment of any letter of credit and/or banker's acceptance of which any Grantor is a beneficiary; (x) to repair, manufacture, assemble, complete, package, deliver, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any customer of any Grantor; (xi) to use, license or transfer any or all General Intangibles of any Grantor; and (xii) to use, sell, assign, transfer, pledge,

make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any other Credit Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any other Credit Party, or to present or file any claim or notice. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable.

5.3 No Obligation to Act. The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 5.2, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, willful misconduct or in actual bad faith. The provisions of Section 5.2 shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any other Credit Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any other Credit Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

SECTION 6

Remedies

6.1 Remedies upon Default. Upon the occurrence of an Event of Default, it is agreed that the Collateral Agent shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a Credit Party under the UCC or other Applicable Law. The rights and remedies of the Collateral Agent shall include, without limitation, the right to take any of or all the following actions at the same or different times:

(a) With respect to any Collateral consisting of Accounts, General Intangibles (including Payment Intangibles), Letter-of-Credit Rights, Instruments, Chattel Paper, Documents, and Investment Property, the Collateral Agent may collect the Collateral with or without the taking of possession of any of the Collateral.

(b) With respect to any Collateral consisting of Accounts, the Collateral Agent may (i) demand, collect and receive any amounts relating thereto, as the Collateral Agent may determine; (ii) commence and prosecute any actions in any court for the purposes of collecting any such Accounts and enforcing any other rights in respect thereof; (iii) defend, settle or compromise any action brought and, in connection therewith, give such discharges or releases as the Collateral Agent may reasonably deem appropriate; (iv) without limiting the Collateral Agent's rights set forth in Section 5.2 hereof, receive, open and dispose of mail addressed to any Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to such Accounts or securing or relating to such Accounts, on behalf of and in the name of such Grantor; and (v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any such Accounts or the goods or services which have given rise thereto, as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes.

(c) With respect to any Collateral consisting of Investment Property, the Collateral Agent may (i) exercise all rights of any Grantor with respect thereto, including without limitation, the right to exercise all voting and corporate rights at any meeting of the shareholders of the Issuer of any Investment Property and to exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Investment Property as if the Collateral Agent was the absolute owner thereof, including the right to exchange, at its discretion, any and all of any Investment Property upon the merger, consolidation, reorganization, recapitalization or other readjustment of the Issuer thereof, all without liability except to account for property actually received as provided in Section 5.3 hereof; (ii) transfer such Collateral at any time to itself, or to its nominee, and receive the income thereon and hold the same as Collateral hereunder or apply it to the Obligations; and (iii) demand, sue for, collect or make any compromise or settlement it deems desirable. The Grantors recognize that (a) the Collateral Agent may be unable to effect a public sale of all or a part of the Investment Property by reason of certain prohibitions contained in the Securities Act of 1933, 15 U.S.C. §77, (as amended and in effect, the "Securities Act") or the Securities laws of various states (the "Blue Sky Laws"), but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire the Investment Property for their own account, for investment and not with a view to the distribution or resale thereof, (b) that private sales so made may be at prices and upon other terms less favorable to the seller than if the Investment Property were sold at public sales, (c) that neither the Collateral Agent nor any Credit Party has any obligation to delay sale of any of the Investment Property for the period of time necessary to permit the Investment Property to be registered for public sale under the Securities Act or the Blue Sky Laws, and (d) that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

(d) With respect to any Collateral consisting of Inventory, Goods, and Equipment, the Collateral Agent may conduct one or more going out of business sales, in the Collateral Agent's own right or by one or more agents and contractors. Such sale(s) may be conducted upon any premises owned, leased, or occupied by any Grantor. The Collateral Agent and any such agent or contractor, in conjunction with any such sale, may augment the Inventory with other goods (all of which other goods shall remain the sole property of the Collateral Agent or such agent or contractor). Any amounts realized from the sale of such goods which constitute augmentations to the Inventory (net of an allocable share of the costs and expenses incurred in their disposition) shall be the sole property of the Collateral Agent or such agent or contractor and neither any Grantor nor any Person claiming under or in right of any Grantor shall have any interest therein. Each purchaser at any such going out of business sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor.

(e) With respect to any Collateral consisting of General Intangibles, the Collateral Agent may exercise all of the rights granted to the Collateral Agent under the IP Security Agreement.

(f) With or without legal process and with or without prior notice or demand for performance, the Collateral Agent may enter upon, occupy, and use any premises owned or occupied by each Grantor, and may exclude the Grantors from such premises or portion thereof as may have been so entered upon, occupied, or used by the Collateral Agent to the extent the Collateral Agent deems such exclusion reasonably necessary to preserve and protect the Collateral. The Collateral Agent shall not be required to remove any of the Collateral from any such premises upon the Collateral Agent's taking possession thereof, and may render any Collateral unusable to the Grantors. In no event shall the Collateral Agent be liable to any Grantor for use or occupancy by the Collateral Agent of any premises pursuant to this Section 6.1, nor for any charge (such as wages for the Grantors' employees and utilities) incurred in connection with the Collateral Agent's exercise of the Collateral Agent's Rights and Remedies (as defined herein) hereunder.

(g) The Collateral Agent may require any Grantor to assemble the Collateral and make it available to the Collateral Agent at the Grantor's sole risk and expense at a place or places which are reasonably convenient to both the Collateral Agent and such Grantor.

(h) Each Grantor agrees that the Collateral Agent shall have the right, subject to Applicable Law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor.

(i) Unless the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Collateral Agent shall provide the Grantors such notice as may be practicable under the circumstances), the Collateral Agent shall give the Grantors at least ten (10) days' prior written notice, by authenticated record, of the date, time and place of any proposed public sale, and of the date after which any private sale or other disposition of the Collateral may be made. Each Grantor agrees that such written notice shall satisfy all requirements for notice to that Grantor which are imposed under the UCC or other Applicable Law with respect to the exercise of the Collateral Agent's rights and remedies upon default. The Collateral Agent shall not be obligated to make any sale or other disposition of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale or other disposition of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(j) Any public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice of such sale. At any sale or other disposition, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. If any of the Collateral is sold, leased, or otherwise disposed of by the Collateral Agent on credit, the Obligations shall not be deemed to have been reduced as a result thereof unless and until payment is finally received thereon by the Collateral Agent.

(k) At any public (or, to the extent permitted by Applicable Law, private) sale made pursuant to this Section 6.1, the Collateral Agent or any other Credit Party may bid for or purchase, free (to the extent permitted by Applicable Law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor, the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Collateral Agent or such other Credit Party from any Grantor on account of the Secured Obligations as a credit against the purchase price, and the Collateral Agent or such other Credit Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor.

(l) For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof. The Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations shall have been paid in full.

(m) As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(n) To the extent permitted by Applicable Law, each Grantor hereby waives all rights of redemption, stay, valuation and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

6.2 Application of Proceeds. After the occurrence of an Event of Default and acceleration of the Secured Obligations pursuant to Section 7.1 of the Credit Agreement, the Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, or any Collateral granted under any other of the Security Documents, in the manner set forth in Section 7.3 of the Credit Agreement.

SECTION 7

Perfection of Security Interest

7.1 Perfection by Filing. This Agreement constitutes an authenticated record, and each Grantor hereby authorizes the Collateral Agent, pursuant to the provisions of Sections 2.1 and 5.2, to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral, in such filing offices as the Collateral Agent shall reasonably deem appropriate, and the Grantors shall pay the Collateral Agent's reasonable costs and expenses incurred in connection therewith. Each Grantor hereby further agrees that a carbon, photographic, or other reproduction of this Agreement shall be sufficient as a Financing Statement and may be filed as a Financing Statement in any and all jurisdictions.

7.2 Savings Clause. Nothing contained in this Article VII shall be construed to narrow the scope of the Collateral Agent's Security Interest in any of the Collateral or the perfection or priority thereof or to impair or otherwise limit any of the Collateral Agent's Rights and Remedies hereunder except (and then only to the extent) as mandated by the UCC.

SECTION 8

Miscellaneous

8.1 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.1 of the Credit Agreement.

8.2 Grant of Non-Exclusive License. Without limiting the rights of the Collateral Agent under the IP Security Agreement, each Grantor hereby grants to the Collateral Agent a royalty free, non-exclusive, irrevocable license, which license shall be exercisable upon the existence and during the continuance of an Event of Default, to use, apply, and affix any trademark, trade name, logo, or the like in which any Grantor now or hereafter has rights, such license being with respect to the Collateral Agent's exercise of the Collateral Agent's Rights and Remedies hereunder including, without limitation, in connection with any completion of the manufacture of Inventory or any sale or other disposition of Inventory.

8.3 Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from the Guaranty or any other guarantee, securing or guaranteeing all or any of the Secured Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

8.4 Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantors herein and in any other Loan Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Collateral Agent and the other Credit Parties and shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of any Loans and the issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Credit Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Loan Agreement, and shall continue in full force and effect as long as the Secured Obligations are outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

8.5 Binding Effect; Several Agreement; Assignments. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Grantors that are contained in this Agreement shall bind and inure to the benefit of each Grantor and its respective successors and assigns. This Agreement shall be binding upon each Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of each Grantor, the Collateral Agent and the other Credit Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such attempted assignment or transfer shall be void) except as expressly permitted by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

8.6 Collateral Agent's Fees and Expenses; Indemnification.

(a) Without limiting any of their obligations under the Credit Agreement or the other Loan Documents, and without duplication of any fees, expenses or indemnification provided for under the Credit Agreement and the other Loan Documents, the Grantors jointly and severally agree to pay all reasonable out-of-pocket expenses incurred by the Collateral Agent, including the reasonable fees, charges and disbursements of any counsel and any outside consultants for the Collateral Agent, in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the Collateral Agent's Rights and Remedies hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limiting any of their indemnification obligations under the Credit Agreement or the other Loan Documents, and without duplication of any fees, expenses or indemnification provided for under the Credit Agreement and the other Loan Documents, the Grantors shall jointly and severally indemnify each Credit Party and each Related Party of any Credit Party (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, (i) the execution or delivery or performance of this Agreement or any other Loan Document, the performance by any Grantor of its obligations under this Agreement or any other Loan Document, or the consummation of the transactions contemplated by the Loan Documents or any other transactions contemplated hereby, or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing or to the Collateral, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence, bad faith or willful misconduct of any Indemnitee or any Affiliate of an Indemnitee (or of any officer, director, employee, advisor or agent of such Indemnitee or any such Indemnitee's Affiliates). In connection with any indemnified claim hereunder, the Indemnitee shall be entitled to select its own counsel and the Grantors shall promptly pay the reasonable fees and expenses of such counsel.

(c) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby and by the other Security Documents. All amounts due under this Section 8.6 shall be payable promptly after written demand therefor.

(d) The provisions of this Section 8.6 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby and by the Credit Agreement, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement, the Credit Agreement or any provision hereof or thereof.

8.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

8.8 Waivers; Amendment.

(a) The rights, remedies, powers, privileges, and discretions of the Collateral Agent hereunder (herein, the “Collateral Agent’s Rights and Remedies”) shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delay or omission by the Collateral Agent in exercising or enforcing any of the Collateral Agent’s Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Collateral Agent of any Event of Default or of any Default under any other agreement shall operate as a waiver of any other Event of Default or other Default hereunder or under any other agreement. No single or partial exercise of any of the Collateral Agent’s Rights or Remedies, and no express or implied agreement or transaction of whatever nature entered into between the Collateral Agent and any Person, at any time, shall preclude the other or further exercise of the Collateral Agent’s Rights and Remedies. No waiver by the Collateral Agent of any of the Collateral Agent’s Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. The Collateral Agent’s Rights and Remedies may be exercised at such time or times and in such order of preference as the Collateral Agent may determine. The Collateral Agent’s Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Secured Obligations. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Collateral Agent and the Grantor or Grantors with respect to whom such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.2 of the Credit Agreement.

8.9 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 8.9.

8.10 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

8.11 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

8.12 Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

8.13 Jurisdiction: Consent to Service of Process.

(a) The Grantors agree that any suit for the enforcement of this Agreement or any other Loan Document may be brought in any court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Collateral Agent may elect in its sole discretion and consent to the non-exclusive jurisdiction of such courts. The Grantors hereby waive any objection which they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient forum. The Grantors agree that any action commenced by any Grantor asserting any claim or counterclaim arising under or in connection with this Agreement or any other Loan Document shall be brought solely in a court of the State of New York sitting in the Borough of Manhattan or any federal court sitting therein as the Collateral Agent may elect in its sole discretion and consent to the exclusive jurisdiction of such courts with respect to any such action.

(b) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

8.14 Termination; Release of Collateral.

(a) This Agreement, the Lien in favor of the Collateral Agent (for the benefit of itself and the other Credit Parties) and all other security interests granted hereby shall terminate with respect to all Secured Obligations when (i) the Commitments shall have expired or been terminated, (ii) the principal of and interest on each Loan and all fees and other Secured Obligations shall have been paid in full in cash, (iii) all Letters of Credit shall have (A) expired or terminated and have been reduced to zero, (B) been cash collateralized to the extent required by the Credit Agreement, or (C) been supported by another letter of credit in a manner reasonably satisfactory to the Issuing Bank and the Administrative Agent, and (iv) all Letter of Credit Outstandings shall have been paid in full in cash, provided, however, that in connection with the termination of this Security Agreement, the Collateral Agent may require such indemnities as it shall reasonably deem necessary or appropriate to protect the Credit Parties against (x) loss on account of credits previously applied to the Secured Obligations that may subsequently be reversed or revoked, (y) any obligations that may thereafter arise with respect to bank products or cash management services, and (z) any Secured Obligations that may thereafter arise under Section 9.3 of the Credit Agreement.

(b) The Collateral shall be released from the Lien of this Agreement in accordance with the provisions of the Credit Agreement. Upon termination hereof or any release of Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall, upon the request and at the sole cost and expense of the Grantors, assign, transfer and deliver to the Grantors, against receipt and without recourse to or warranty by the Collateral Agent, such of the Collateral to be released (in the case of a release) or all of the Collateral (in the case of termination of this Agreement) as may be in possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Collateral, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Collateral, as the case may be.

(c) At any time that the respective Grantor desires that the Collateral Agent take any action described in clause (b) of this Section 8.14, such Grantor shall, upon request of the Collateral Agent, deliver to the Collateral Agent an officer's certificate certifying that the release of the respective Collateral is permitted pursuant to clause (a) or (b) of this Section 8.14. The Collateral Agent shall have no liability whatsoever to any other Credit Party as the result of any release of Collateral by it as permitted (or which the Collateral Agent in good faith believes to be permitted) by this Section 8.14.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTORS:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS
CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
as Borrowers

By: /s/ Robert A. Lloyd
Name: Robert A. Lloyd
Title: EVP & CFO

KONGREGATE INC., as a Borrower

By: /s/ J. Paul Raines
Name: J. Paul Raines
Title: CEO

MARKETING CONTROL SERVICES,
INC., as a Borrower

By: /s/ Kevin Weimerskirch
Name: Kevin Weimerskirch
Title: President & Sec

SOCOM LLC, as a Borrower

By: /s/ Mark Summey
Name: Mark Summey
Title: President

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: /s/ Stephen Garvin
Name: Stephen Garvin
Title: Managing Director

Perfection Certificate

PERFECTION CERTIFICATE

_____, 2010

In connection with that certain Amended and Restated Credit Agreement (the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement) to be entered into by and among GameStop Corp. (the "Lead Borrower"), the other Borrowers party thereto (together with the Lead Borrower, individually, a "Company", and collectively, the "Companies"), the Lenders party thereto from time to time, and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), each Company hereby certifies as follows:

I. Current Information

A. Legal Name, Organization, Corporate Function, Jurisdiction of Organization
and Organizational Identification Number. The full and exact legal name (as it appears in its

certificate or articles of organization, limited liability membership agreement, or similar organizational documents, in each case as amended to date), the type of organization, the corporate function, the jurisdiction of organization and the state organizational identification number and federal taxpayer identification number) of each Company are as follows:

<u>Name of Company</u>	<u>Type of Organization (e.g. corporation, limited liability company, limited partnership)</u>	<u>Corporate Function¹</u>	<u>Jurisdiction of Organization</u>	<u>Organizational Identification Number</u>	<u>Federal Taxpayer Identification Number</u>
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B. Chief Executive Office, Mailing Address and other Locations. The chief executive office address and the preferred mailing address and any other location in which each

¹ E.g., holding company, owner of intellectual property or real estate, operating company

Company maintains any collateral or any books and records relating thereto of each Company are as follows:

<u>Name of Company</u>	<u>Address of Chief Executive</u>	<u>Location where</u>
	<u>Office</u>	<u>Mailing Address (if different)</u>
		<u>Books and Records are</u>
		<u>Kept (if different)</u>

<u>Name of Company</u>	<u>Addresses of Owned</u>	<u>Addresses of Leased</u>
	<u>Distribution Centers</u>	<u>Distribution Centers</u>

<u>Name of Company</u>	<u>Addresses of Owned Store</u>	<u>Addresses of Leased Store</u>
	<u>Locations</u>	<u>Locations</u>

C. Third Parties in Possession of Collateral. Except as set forth below, no persons (including lessees, consignees, bailees and warehousemen) other than the Companies have possession of any assets (including goods, inventory and equipment) of any Company:

<u>Address/City/State/Zip Code</u>	<u>County</u>	<u>Description of</u>	<u>Nature of</u>
		<u>Assets and Value</u>	<u>Possession</u>
			<u>(bailee,</u>
			<u>warehouseman,</u>
			<u>etc.)</u>

D. Customs Brokers, Freight Forwarders and Carriers. Set forth below are the names and addresses of any customs broker, freight forwarder or carrier which has possession or is intended to have possession of any of assets of any Company consisting of documents, instruments, chattel paper or inventory:

<u>Name of Customs</u>	<u>Address/City/State/Zip</u>	<u>County</u>	<u>Nature of Possession</u>
<u>Broker, Freight Forwarder or Carrier Code</u>			<u>(customs broker, freight forwarder, carrier, etc.)</u>

E. Changes in Names, Jurisdiction of Organization or Corporate Structure.

Except as set forth below, no Company has changed its name, jurisdiction of organization or its corporate structure in any way (e.g. by merger, consolidation, change in corporate form, change in jurisdiction of organization or otherwise) within the past four (4) months:

Date of Change

Description of Change

F. Acquisitions of Equity Interests or Assets. Except as set forth below, no Company has acquired the controlling equity interests of another entity or substantially all the assets of another entity within the past four (4) months:

Date of Acquisition

Description of Acquisition

G. Corporate Ownership and Organizational Structure. Attached as Exhibit A hereto is a true and correct organizational chart showing the ownership of the Lead Borrower and all of its subsidiaries.

II. Investment Related Property

A. Securities. Set forth below is a list of all equity interests owned by the Companies, together with the type of organization which issued such equity interests (e.g. corporation, limited liability company, partnership or trust):

Issuer	Type of Organization	# of Shares		Owner	Certificate No. (if uncertificated, please indicate so)	Par Value
		Owned	Total Shares Outstanding			

B. Securities Accounts. Set forth below is a list of all securities accounts of each Company:

Name of Company	Account Number	Name & Address of Financial Institution/ Financial Intermediary
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C. Deposit Accounts. Set forth below is a list of all bank accounts (checking, savings, money market or the like) of each Company:

Name of Company	Account Number	Type of Account ²	Name & Address of Financial Institution
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D. Instruments. Set forth below is a list of all instruments held by or payable to each Company:

Name of Company	Issuer of Instrument	Principal Amount of Instrument	Maturity Date
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² E.g., concentration account, local store depository account, payroll account, account to pay taxes, etc.

<u>Name of Company</u>	<u>Issuer of Instrument</u>	<u>Principal Amount of Instrument</u>	<u>Maturity Date</u>
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III. Intellectual Property

A. Set forth below is a list of all copyrights, patents, trademarks and other intellectual

property owned or licensed by each Company:

Copyrights

Owner

Filing Date

Status

Registration No.

Patents

Owner

Filing Date

Status

Registration No.

Trademarks

Owner

Filing Date

Status

Registration No.

IV. Commercial Tort Claims. The Companies currently have the following commercial tort claims against other parties:

Case Name/Filing Number

Defendant

Case Name/Filing Number

Defendant

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereto have caused this Perfection Certificate to be executed as of the date above first written by its officer thereunto duly authorized.

COMPANIES:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS
CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
KONGREGATE, INC.
GAMESTOP TEXAS LTD.
as Borrowers

By: _____
Name: _____
Title: _____

MARKETING CONTROL SERVICES,
INC., as a Borrower

By: _____
Name: _____
Title: _____

SOCOM LLC, as a Borrower

By: _____
Name: _____
Title: _____

Exhibit A

Corporate Organizational Chart

1261364.1

AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 4, 2011 among GAMESTOP CORP., a corporation organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051, as Lead Borrower; the Subsidiary Borrowers party hereto (together with the Lead Borrower, individually, a "Grantor" and collectively, the "Grantors"); and BANK OF AMERICA, N.A., a national banking association, as collateral agent (in such capacity, the "Collateral Agent" for the Credit Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom

WITNESSETH:

WHEREAS, the Lead Borrower and certain of the Grantors, among others, have entered into (i) that certain Credit Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the "Existing Credit Agreement") by, among others, the Lead Borrower, the other Borrowers party thereto, the "Lenders" as defined therein, Bank of America, N.A. as "Administrative Agent" and "Collateral Agent", Citicorp North America, Inc., as "Syndication Agent", and Merrill Lynch Capital a Division of Merrill Lynch Business Financial Services, Inc., as "Documentation Agent", (ii) that certain Security Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the "Existing Security Agreement") by and among such Grantors and Bank of America, N.A., as "Collateral Agent", and (iii) that certain Patent and Trademark Security Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the "Existing Patent and Trademark Security Agreement") by and among such Grantors and Bank of America, N.A., as "Collateral Agent"; and

WHEREAS, contemporaneously herewith, the Grantors and the Collateral Agent, among others, are amending and restating the Existing Credit Agreement in its entirety pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and between, among others, (i) the Grantors, as Borrowers, (ii) the Lenders named therein, (iii) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders, and (iv) Bank of America, N.A., as Issuing Bank; and

WHEREAS, contemporaneously herewith, the Grantors and the Collateral Agent are amending and restating the Existing Security Agreement in its entirety pursuant to that certain Amended and Restated Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Security Agreement") by and among the Grantors and the Collateral Agent; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree that the Existing Patent and Trademark Security Agreement shall be amended and restated in its entirety to read as follows (it being agreed that this Agreement shall not be deemed to evidence or result in a novation under the Existing Patent and Trademark Security Agreement):

SECTION 1

Definitions

1.1 **Generally.** Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement, as applicable, and all references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; **provided, however,** that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and **provided further** that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 **Definition of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

- (a) “**Intellectual Property**” shall have the meaning assigned to such term in Section 3 hereof.
 - (b) “**IP Collateral**” shall have the meaning assigned to such term in Section 2 hereof.
 - (c) “**Licenses**” shall mean, collectively, the Patent Licenses and Trademark Licenses.
 - (d) “**Patents**” shall mean all letters patent and applications for letters patent of each Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT A** annexed hereto and made a part hereof.
 - (e) “**Patent Licenses**” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.
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(f) “PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(g) “Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of each Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT B** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(h) “Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.6 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2

Security Interest

In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for the ratable benefit of the Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for the ratable benefit of the Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Patents and Patent Licenses.
 - (b) All Trademarks and Trademark Licenses.
 - (c) All renewals of any of the foregoing.
 - (d) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
 - (e) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
-

- (f) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (g) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3

Protection of Intellectual Property By Grantors

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), and (d) (collectively, the "Intellectual Property"):

3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

3.4 At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, and (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4

Grantors' Representations and Warranties

The Grantors represent and warrant that:

4.1 **EXHIBIT A** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof.

4.2 **EXHIBIT B** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantors as of the date hereof.

4.3 Except as set forth in **EXHIBITS A and B**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

4.4 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Collateral Agent.

4.5 Each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of the Intellectual Property owned by any Grantor or the validity or effectiveness of any of the Intellectual Property owned by any Grantor, nor does any Grantor know of any valid basis for any such claim, except as otherwise set forth in the Credit Agreement. To the knowledge of the Grantors, the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

4.6 The Grantors shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(a) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(b) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(c) The Grantors' entering into any new Licenses.

(d) The Grantors' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

SECTION 5

Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4.6, above, all of which shall be deemed to be and treated as “Intellectual Property” within the meaning of this Agreement.

5.2 Upon the reasonable request of the Collateral Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent’s security interest in any Patent or Trademark and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO or any similar office), and the Grantors hereby constitute the Collateral Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Collateral Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6

Grantors’ Rights To Enforce Intellectual Property

Prior to the Collateral Agent’s giving of notice to the Grantors (i) following the occurrence of an Event of Default or (ii) pursuant to Section 6.1 below, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*:

6.1 The Grantors first provide the Collateral Agent with written notice of the Grantors’ intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Collateral Agent, the Grantors have failed to take appropriate action within sixty (60) days after such notice is given to Collateral Agent, upon notice to the Grantors, the Collateral Agent may (but shall not be required to) itself take such action in the name of the Grantors, with any damages recovered in such action, net of costs and attorneys’ fees reasonably incurred, to be applied as provided in Section 7.3 of the Credit Agreement.

6.2 Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

6.3 Following the occurrence of any Event of Default, the Collateral Agent, by notice to the Grantors may terminate or limit the Grantors’ rights under this Section 6.

SECTION 7

Collateral Agent’s Actions To Protect Intellectual Property

In the event of:

(a) the Grantors' failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8

Rights Upon Default

Upon the occurrence of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9

Collateral Agent As Attorney In Fact

9.1 The Grantors hereby irrevocably constitute and designate the Collateral Agent as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(a) To supplement and amend from time to time Exhibits A and B of this Agreement to include any new or additional Intellectual Property of the Grantors.

(b) To exercise any of the rights and powers referenced herein.

(c) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The foregoing grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

9.3 The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

SECTION 10

Collateral Agent's Rights

Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11

Intent

This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for the ratable benefit of the Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTORS:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS
CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
as Borrowers

By: /s/ Robert A. Lloyd
Name: Robert A. Lloyd
Title: EVP & CFO

KONGREGATE INC., as a Borrower

By: /s/ J. Paul Raines
Name: J. Paul Raines
Title: CEO

MARKETING CONTROL SERVICES,
INC., as a Borrower

By: /s/ Kevin Weimerskirch
Name: Kevin Weimerskirch
Title: President & Sec

SOCOM LLC, as a Borrower

By: /s/ Mark Summey
Name: Mark Summey
Title: President

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: /s/ Stephen Garvin
Name: Stephen Garvin
Title: Managing Director

EXHIBIT A

List of Patents and Patent Licenses

Patents and Patent Applications

Applicant

Title

SerialNo.

Patent No.

Date of Filing

None.

Patent Licenses

None.

EXHIBIT B

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

Attached.

Trademark Licenses

Attached.

Gamestop, Inc.

Trademark Report By Country

Printed: 12/13/20101

Search Criteria

Status ACTIVE ExhibitB
 ClientID GAMESTP

Display Options

Goods All

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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BRAZIL

GAME-218/BR-5	GAMESTOP in plain block letters	04/22/2008	829699422			PENDING	035
	CLASS	DESCRIPTION					

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program

GAME-218/BR-6	GAMESTOP in plain block letters	04/22/2008	829699430			PENDING	041
	CLASS	DESCRIPTION					

041 Information on video games, computer games and electronic games provided in a web site

CANADA

GAME-51	GAMESTOP in plain block letters	10/03/2003	1,192,760	04/27/2007	TMA686751	REGISTERED	35
	CLASS	DESCRIPTION					

35 Retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, DVDs, movies, CDs, books, magazines, strategy guides, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures; Retail store services in the field of video, computer and electronic games.

GAME-52/CA	GAMESTOP in plain block letters	10/17/2007	1,367,793	09/17/2009	TMA 747,882	REGISTERED	035
	CLASS	DESCRIPTION					

035 Online retail store services provided via a global computer network featuring computer, video and electronic games, DVDs, movies, CDs, books, magazines, strategy guides, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures.

GAME-175	MOVIESTOP in plain block letters	03/24/2005	1,251,886	04/29/2008	TMA713,077	REGISTERED	035
	CLASS	DESCRIPTION					

035 Retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, DVDs, movies, CDs, books, magazines, strategy guides, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures.

GAME-108-CA	YOUR SOFTWARE HEADQUARTERS (Trustees of Chasada is owner)	04/14/1994	751,800	09/20/1996	TMA 463,553	REGISTERED	009, 035
	CLASS	DESCRIPTION					

009 Computer paper, paper disk containers, printer ribbons and blank computer diskettes.

035 Retail store services in the field of computers, computer software, video games and cartridges.

CHILE

GAME-85/CL	GAMESTOP in plain block letters	10/13/2010	924366			PENDING	035
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REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program

COSTA RICA

GAME-CR137 GAMESTOP (Stylized) 05/05/2009 2009-003404 10/28/2009 197774 REGISTERED 035

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures.

GAME-CR138 GAMESTOP (Stylized) 05/05/2009 2009-003405 11/06/2009 196167 REGISTERED 041

CLASS DESCRIPTION

041 Providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figure

GAME-CR135 GAMESTOP in plain block 05/05/2009 2009-003402 10/26/2009 195466 REGISTERED 035

letters

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures.

GAME-CR136 GAMESTOP in plain block 05/05/2009 2009-003403 10/26/2009 195465 REGISTERED 041

letters

CLASS DESCRIPTION

041 Providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figure

GAME-139CR GAMESTOP POWER TO THE 05/05/2009 2009-003406 10/28/2009 195760 REGISTERED 035

PLAYERS (Stylized) and

Design

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures.

041

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
GAME-140CR	GAMESTOP POWER TO THE PLAYERS (Stylized) and Design	05/05/2009	2009-003407	11/06/2009	196135	REGISTERED	

CLASS	DESCRIPTION
041	Providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figure

EUROPEAN UNION (CTM)

GAME-93/EU3	GAMESTOP (Stylized) (White & Red)	02/05/2003	003045812	02/05/2003	003045812	REGISTERED	35
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CLASS	DESCRIPTION
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program

GAME-94/EU4	GAMESTOP in plain block letters	01/07/2003	2996452	01/17/2005	2996452	REGISTERED	35
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CLASS	DESCRIPTION
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program

GAME-56/EU1	GAMESTOP.COM	01/07/2003	2996486	10/29/2004	2996486	REGISTERED	35
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CLASS	DESCRIPTION
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program

GAME-35/EU2	MOVIESTOP in plain block letters	03/31/2005	004367207	04/18/2006	004367207	REGISTERED	35
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CLASS	DESCRIPTION
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, DVDs, movies, CDs, books, magazines, strategy guides, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures

GAME-104/EU6	TRADESTOP (Stylized) (Blue & Orange)	08/04/2003	003298148	08/04/2003	003298148	REGISTERED	35
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CLASS	DESCRIPTION
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures

GAME-95/EU5	TRADESTOP in plain block letters	08/04/2003	003298131	02/04/2005	003298131	REGISTERED	35
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CLASS	DESCRIPTION
35	retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures

T04960 RU00	GAMESTOP in plain block letters	08/12/2010	2010/726166			PENDING	035
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FEDERATION OF RUSSIA

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
		CLASS DESCRIPTION					
035		SALES PROMOTION FOR OTHERS, INCLUDING RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; and Class 35 - PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.					

GERMANY

GAME	-164	SOFTSALE		11/01/1994	2905838	REGISTERED	
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HONG KONG

	T04960 HK00	GAMESTOP in plain block letters		10/14/2009	301449180	05/24/2010	301449180	REGISTERED	035
		CLASS						DESCRIPTION	

035		RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.						
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INDIA

	T04960 IN00	GAMESTOP in plain block letters		10/13/2009	1873038		PENDING		035
		CLASS						DESCRIPTION	

035		RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; and Class 35 - PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.						
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ISRAEL

	T04960 IL00	GAMESTOP in plain block letters		10/15/2009	224489		PENDING		035
		CLASS						DESCRIPTION	

035		RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; and Class 35 - PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.						
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REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
ITALY							
GAME-168	CONSOLLES DEPARTMENT	04/05/2004	34072004 MI			PENDING	
MEXICO							
GAME-52/MX3	GAMESTOP in plain block letters	10/24/2003	626338	03/23/2005	872600	REGISTERED	35
	CLASS	DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, DVDs, movies, CDs, books, magazines, strategy guides, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures						
PHILIPPINES							
	T04960 PH00 GAMESTOP in plain block letters	03/24/2010	4-2010-500413			PENDING	035
	CLASS	DESCRIPTION					
035	RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM						
SINGAPORE							
	T04960 SG00 GAMESTOP in plain block letters	10/16/2009	T0911862 I	07/08/2010		T0911862 I REGISTERED	035
	CLASS	DESCRIPTION					
035	RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ORGANIZATION AND MANAGEMENT OF CUSTOMER LOYALTY PROGRAMMES						
SOUTH AFRICA							
	T04960 ZA00 GAMESTOP (Stylized) in Color	10/09/2009	2009/20257			PENDING	035
	CLASS	DESCRIPTION					
035	RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; and Class 35 - PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.						
	T04960 ZA01 GAMESTOP in plain block letters	10/09/2009	2009/20256			PENDING	035

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
		CLASS DESCRIPTION					
035		RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; and Class 35 - PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.					

SOUTH KOREA

	T04960 KR00	GAMESTOP in plain block		11/19/2009	41-2009-28258	PENDING	035
		letters					
		CLASS			DESCRIPTION		

035 Retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, electronic board games, hand-held electronic entertainment hardware and software, CDs, DVDs, CDs and DVDs containing movies, books, magazines, strategy guide books, computer hardware, computer accessories, toys and action figures; sales promotion agency services of computer, video and electronic games, electronic board games, hand-held electronic entertainment hardware and software, CDs, DVDs, CDs and DVDs containing movies, books, magazines, strategy guide books, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program.

TAIWAN

	T04960 TW00	GAMESTOP in plain block		11/27/2009	098053259	10/16/2010	1435398	REGISTERED	035
		letters							
		CLASS			DESCRIPTION				

035 RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; and
Class 35 - PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.

THAILAND

	T08439 TH00	GAMESTOP in plain block		10/28/2009	748018	PENDING	35
		letters					
		CLASS			DESCRIPTION		

35 RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES

TURKEY

	T04960 TR00	GAMESTOP in plain block		11/18/2009	2009/61764	PENDING	035
		letters					

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	CLASS DESCRIPTION						
035	RETAIL STORE SERVICES AND ONLINE RETAIL STORE SERVICES PROVIDED VIA A GLOBAL COMPUTER NETWORK FEATURING COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES; and Class 35 - PROMOTING THE SALE OF COMPUTER, VIDEO AND ELECTRONIC GAMES, ELECTRONIC BOARD GAMES, HAND-HELD ELECTRONIC ENTERTAINMENT HARDWARE AND SOFTWARE, CDS, DVDS, MOVIES, BOOKS, MAGAZINES, STRATEGY GUIDES, COMPUTER HARDWARE, COMPUTER ACCESSORIES, TOYS AND ACTION FIGURES THROUGH THE ADMINISTRATION OF A CUSTOMER INCENTIVE AWARD PROGRAM.						

UNITED STATES

GAME-US33	BIG HITS. BIG PLAYS. BIG VALUE	06/01/2004	78/428,083	05/02/2006	3,088,563	REGISTERED	035
	CLASS	DESCRIPTION					
035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures						
GAME-US7	FUNCO LAND	10/10/1990	74,104,697	08/18/1992	1,708,866	REGISTERED	42
	CLASS	DESCRIPTION					
42	Retail store services in the field of used computer program video game cartridges						
GAME-US5	FUNCOLAND	02/05/1993	74,358,633	10/05/1993	1,796,604	REGISTERED	42
	CLASS	DESCRIPTION					
42	Retail store services in the field of computer program video game cartridges						
GAME-US6	FUNCOLAND (Stylized)	08/06/1996	75/145,798	08/05/1997	2,085,805	REGISTERED	35
	CLASS	DESCRIPTION					
35	retail store services in the field of computer program video game cartridges						
GAME-US4	GAME INFORMER	05/14/1992	74-275,301	08/17/1993	1,788,102	REGISTERED	38
	CLASS	DESCRIPTION					
38	Magazines relating to games; namely, computer and electronic video games						
GAME-US16	GAMESTOP (Stylized) (Black & Red)	08/28/2002	76/444,369	01/13/2004	2,805,625	REGISTERED	35
	CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program						
GAME-US20	GAMESTOP (Stylized) (Black, White & Red)	09/18/2002	76/450,776	11/09/2004	2,902,027	REGISTERED	35
	CLASS	DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program						
GAME-US45	GAMESTOP (Stylized) (White & Red in Black outline)	08/25/2006	78/960,748	05/08/2007	3,239,889	REGISTERED	16, 35

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	CLASS DESCRIPTION						
16	publications, namely, magazines, circulars and newsletters featuring information on computer and video games and video and computer game hardware, software and accessories						
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program						

GAME-US17	GAMESTOP (Stylized) with Black Border (Black & Red)	08/28/2002	76/444,450	03/15/2005	2,933,627	REGISTERED	35
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CLASS	DESCRIPTION
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35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program						
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GAME-US31	GAMESTOP AND MOVIES TOO!	05/28/2004	78/427,071	05/09/2006	3,091,220	REGISTERED	035
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CLASS	DESCRIPTION
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035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures						
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GAME-US1	GAMESTOP in plain block letters	08/02/1991	74/190,944	08/11/1992	1,707,460	REGISTERED	42
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CLASS	DESCRIPTION
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42	Retail stores services in the field of video, computer and electronic games						
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GAME-US49	GAMESTOP POWER TO THE PLAYERS (Stylized) (Black & Red)	08/23/2007	77/262,380	08/19/2008	3,489,935	REGISTERED	035, 041
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CLASS	DESCRIPTION
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035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures						
041	Providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figure						

GAME-US50	GAMESTOP POWER TO THE PLAYERS (Stylized) (no color)	08/23/2007	77/262,385	09/23/2008	3,506,230	REGISTERED	035, 041
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CLASS	DESCRIPTION
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035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures						
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041	Providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figures						
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REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
GAME-US2	GAMESTOP.COM	12/02/1999	75/862,740	09/11/2001	2,489,084	REGISTERED	35
	CLASS	DESCRIPTION					
35	Retail services and online retail store services provided via a global computer network featuring video, computer and electronic games						
GAME-US3	GAMESTOP.COM	11/02/2000	76/158,066	01/13/2004	2,805,277	REGISTERED	041
	CLASS	DESCRIPTION					
041	Providing a web site containing information on video games, computer games and electronic games						
GAME-US44	GAMESTOP.COM (Stylized)	08/25/2006	78/960,405	05/22/2007	3,245,007	REGISTERED	35, 41
	(Black & Red)						
	CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program						
41	PROVIDING A WEB SITE CONTAINING INFORMATION ON VIDEO GAMES, COMPUTER GAMES AND ELECTRONIC GAMES						
GAME-138/US	GO PRO GET MORE!	12/14/2010	85/197,813			PENDING	035
	CLASS	DESCRIPTION					
035	Promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures						
GAME-US38	GREAT GAMES, MORE CHOICES	09/28/2004	78/490,452	05/16/2006	3,094,258	REGISTERED	35
	CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, computer hardware and computer accessories						
GAME-US34	HOME OF THE FREE NEW RELEASE	06/21/2004	78/438,619	11/29/2005	3,022,109	REGISTERED	035
	CLASS	DESCRIPTION					
035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program						
GAME-US39	KIDSTOP	09/29/2004	78/491,585	06/27/2006	3,110,401	REGISTERED	35
	CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program						
GAME-139/US	MORE POWER TO THE PLAYERS	12/14/2010	85/197,800			PENDING	035

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures

GAME-US30 MOVIEMAX NOT FILED 035

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures

GAME-US54 MOVIESTOP (Stylized) (Black 01/11/2008 77/369,454 ALLOWED 035, 041

& Red)

CLASS DESCRIPTION

035 retail store services and online retail store services provided via a global computer network featuring DVDs, videocassettes and other digital media featuring films, movies, television shows, music, cartoons, documentaries, sports, comedy and entertainment, CDs, books, magazines, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, gifts, trading cards and action figures

041 providing information via a global computer network on movies, films, television shows, music, cartoons, documentaries, sports, comedy and entertainment, books, magazines, consumer electronics, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, gifts, trading cards and action figures

GAME-US56

MOVIESTOP (Stylized) (White 08/20/2008 77/551,355

04/21/2009 3,608,477

REGISTERED 035, 041

- Red in Black outline)

CLASS

DESCRIPTION

035 Stand-alone retail kiosk vending machine services featuring prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games and a trade-in program in which customers can exchange old or new prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games

041 Rental services via a stand-alone kiosk featuring rental of prerecorded DVDs, CDs, and videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment and rental of computer, video and electronic games

GAME-US57

MOVIESTOP (Stylized) (White 08/20/2008 77/551,370

06/08/2010 3,800,271

REGISTERED 035, 041

- Red in Black outline)

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

035 Stand-alone retail kiosk vending machine services featuring prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games and a trade-in program in which customers can exchange old or new prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games; Providing consumer information via a global computer network and stand-alone kiosk on movies, films, television shows, music, cartoons, documentaries, sports, comedy and entertainment, books, magazines, consumer electronics, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, gifts, trading cards and action figures

041 Computerized on-line rental services via a global computer network and stand-alone kiosk featuring rental of prerecorded DVDs, CDs, and videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment and rental of computer, video and electronic games; Providing information via a global computer network and stand-alone kiosk in the field of entertainment, namely, movies, films, television shows, music, cartoons, documentaries, sports, comedy, and computer, video and electronic games

GAME-US52 MOVIESTOP (Stylized) (White 01/08/2008 77/366,198 01/06/2009 3,558,754 REGISTERED 035
& Red)

CLASS DESCRIPTION

035 retail store services and online retail store services provided via a global computer network featuring DVDs, videocassettes and other digital media featuring films, movies, television shows, music, cartoons, documentaries, sports, comedy and entertainment, CDs, books, magazines, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures

GAME-US36 MOVIESTOP (Stylized) BUY 08/04/2004 78/462,013 06/27/2006 3,110,314 REGISTERED 035
SELL TRADE and Device (Red,
Black & White)

CLASS DESCRIPTION

035 retail store services and online retail store services provided via a global computer network featuring DVDs, videocassettes and other digital media featuring films, movies, television shows, music, cartoons, documentaries, sports, comedy and entertainment, CDs, books, magazines, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures

GAME-US53 MOVIESTOP (Stylized) BUY 01/08/2008 77/366,203 01/06/2009 3,558,755 REGISTERED 035
TRADE (White & Red)

CLASS DESCRIPTION

035 retail store services and online retail store services provided via a global computer network featuring DVDs, videocassettes and other digital media featuring films, movies, television shows, music, cartoons, documentaries, sports, comedy and entertainment, CDs, books, magazines, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures

GAME-US51 MOVIESTOP (Stylized) in Black 01/10/2008 77/368,604 ALLOWED 035, 041
Letters

CLASS DESCRIPTION

041 Providing information via a global computer network on movies, films, television shows, music, cartoons, documentaries, sports, comedy and entertainment, books, magazines, consumer electronics, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, gifts, trading cards and action figures

035 Retail store services and online retail store services provided via a global computer network featuring DVDs, videocassettes and other digital media featuring films, movies, television shows, music, cartoons, documentaries, sports, comedy and entertainment, CDs, books, magazines, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures

GAME-140
MOVIESTOP EXPRESS
10/26/2009 77/857,228

ALLOWED
035, 041

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

035 Stand-alone retail kiosk vending machine services featuring prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games and a trade-in program in which customers can exchange old or new prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games; Providing consumer information via a global computer network and stand-alone kiosk on movies, films, television shows, music, cartoons, documentaries, sports, comedy and entertainment, books, magazines, consumer electronics, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, gifts, trading cards and action figures

041 Computerized on-line rental services via a global computer network and stand-alone kiosk featuring rental of prerecorded DVDs, CDs, and videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment and rental of computer, video and electronic games; Providing information via a global computer network and stand-alone kiosk in the field of entertainment, namely, movies, films, television shows, music, cartoons, documentaries, sports, comedy, and computer, video and electronic games

GAME-US11 MOVIESTOP in plain block 09/11/2003 78/299,096 03/08/2005 2,931,959 REGISTERED 35

letters

CLASS DESCRIPTION

35 retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, DVDs, movies, CDs, books, magazines, strategy guides, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures

GAME-US12 MOVIESTOP in plain block 01/10/2008 77/368,542 ALLOWED 041

letters

CLASS DESCRIPTION

041 Providing information via a global computer network on movies, films, television shows, music, cartoons, documentaries, sports, comedy and entertainment, books, magazines, consumer electronics, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, gifts, trading cards and action figures

GAME-US55 MOVIESTOP in plain block 08/20/2008 77/551,342 04/21/2009 3,608,476 REGISTERED 035, 041

letters

CLASS DESCRIPTION

035 Stand-alone retail kiosk vending machine services featuring prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games and a trade-in program in which customers can exchange old or new prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games

041 Rental services via a stand-alone kiosk featuring rental of prerecorded DVDs, CDs, and videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment and rental of computer, video and electronic games

GAME-US58 MOVIESTOP in plain block 08/20/2008 77/551,371 06/08/2010 3,800,272 REGISTERED 035, 041

letters

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
CLASS DESCRIPTION							
035							Stand-alone retail kiosk vending machine services featuring prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games and a trade-in program in which customers can exchange old or new prerecorded DVDs, CDs, videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment, and computer, video and electronic games; Providing consumer information via a global computer network and stand-alone kiosk on movies, films, television shows, music, cartoons, documentaries, sports, comedy and entertainment, books, magazines, consumer electronics, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, gifts, trading cards and action figures
041							Computerized on-line rental services via a global computer network and stand-alone kiosk featuring rental of prerecorded DVDs, CDs, and videocassettes and other prerecorded digital media, namely, films, movies, videos, television shows, music, cartoons, documentaries, sports, comedy and entertainment and rental of computer, video and electronic games; Providing information via a global computer network and stand-alone kiosk in the field of entertainment, namely, movies, films, television shows, music, cartoons, documentaries, sports, comedy, and computer, video and electronic games
GAME-US14	PLAY MORE		06/30/1994	74/543,840	06/25/1996	1,982,962	REGISTERED 42
CLASS DESCRIPTION							
42							retail store services featuring previously owned compact discs and previously owned video game cartridges
GAME-US15	PLAY MORE		05/02/2002	76/403,429	08/23/2005	2,987,740	REGISTERED 35
CLASS DESCRIPTION							
35							retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program
GAME-US46	RESPECT THE RATINGS		09/14/2006	78/974,069	11/06/2007	3,332,884	REGISTERED 35
CLASS DESCRIPTION							
35							Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program and public awareness program
GAME-US41	SAVE NOW. TRADE LATER.		11/09/2004	78/513,574	12/13/2005	3,028,673	REGISTERED 35
PLAY MORE							
CLASS DESCRIPTION							
35							retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program
GAME-US37	STOP RENTING	START	08/11/2004	78/465,926	06/20/2006	3,107,910	REGISTERED 035
TRADING							
CLASS DESCRIPTION							
035							retail store services and online retail store services provided via a global computer network featuring DVDs, videocassettes and other digital media featuring films, movies, television shows, music, cartoons, documentaries, sports, comedy and entertainment, CDs, books, magazines, computer, video and electronic games, strategy guides, DVD players and recorders, computer hardware and accessories, computer console game hardware and accessories, toys, trading cards and action figures
GAME-US21							
STOPWATCH							
07/07/2003 76/530,285							
07/13/2004 2,862,356							
REGISTERED 35							

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	CLASS DESCRIPTION						
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; retail store and online retail store provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures featuring a bonus incentive program for customers that provides discounts and related benefits to reward repeat customers						
GAME-US8	SUNRISE PUBLICATIONS			11/04/1994	74-595,374	09/10/1996	1,999,100 REGISTERED 41
	CLASS	DESCRIPTION					
	41	Publication of books and magazines					
GAME-US32	THE GAME NEVER ENDS AT	06/04/2004		78/429,979		05/09/2006	3,091,229 REGISTERED 035
	GAMESTOP						
	CLASS	DESCRIPTION					
035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program						
GAME-US25	TRADE IN - CASH OUT	07/18/2003		78/275,869		06/07/2005	2,961,093 REGISTERED 35
	CLASS	DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US42	TRADE MORE, PLAY MORE	05/04/2005		78/622,826		03/31/2009	3,600,207 REGISTERED 35
	CLASS	DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program						
GAME-US23	TRADE STOP	07/18/2003		78/275,858		05/17/2005	2,953,515 REGISTERED 35
	CLASS	DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US26	TRADESTOP (Stylized) (Black & White)	07/18/2003		78,275,874		02/22/2005	2,928,313 REGISTERED 35
	CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US27	TRADESTOP (Stylized) (Blue & Orange)	07/18/2003		78/275,881		03/15/2005	2,934,182 REGISTERED 35
	CLASS	DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US29	TRADESTOP (Stylized) TRADE IN - CASH OUT (Black & White)	07/18/2003		78/275,894		03/15/2005	2,934,183 REGISTERED 35

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	CLASS DESCRIPTION						
35	retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US28	TRADESTOP (Stylized) TRADE	07/18/2003		78/275,889	03/29/2005	2,937,004	REGISTERED 35
	IN - CASH OUT (Blue & Orange)						
	CLASS	DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US22	TRADESTOP in plain block	07/18/2003		78/275,853	02/22/2005	2,928,311	REGISTERED 35
	letters						
	CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US24	TRADESTOP.COM	07/18/2003		78/275,861	02/22/2005	2,928,312	REGISTERED 35
	CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, dvds, cds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys, games, trading cards and action figures						
GAME-US35	WHERE THE MOVIES NEVER	06/18/2004		78/437,582	08/01/2006	3,124,505	REGISTERED 035
	END						
	CLASS	DESCRIPTION					
035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program						

ELBO, INC.

Trademark Report By Country

Printed: 1/6/2011

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Display Options

Goods All

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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AUSTRALIA

ELBO-61/AU	EB ELECTRONICS BOUTIQUE	12/30/1996	724820	10/27/2000	724820	REGISTERED	042
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(Stylized)

CLASS DESCRIPTION

042 Retail store services of electric products, namely, interactive multimedia hardware and software, computers, personal computers, computer software, disc drives, printers, modems, computer books, computer magazines, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy discs, and batteries

ELBO-62/AU	EB ELECTRONICS BOUTIQUE	12/30/1996	724817	06/18/1999	724817	REGISTERED	042
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(Stylized)

CLASS DESCRIPTION

042 Retail store services of electric products, namely, interactive multimedia hardware and software, computers, personal computers, computer software, disc drives, printers, modems, computer books, computer magazines, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy discs, and batteries

ELBO-41/AU	EB GAMES in plain block letters	06/04/2003	956383	05/05/2008	956383	REGISTERED	035, 041
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CLASS DESCRIPTION

035 Mail order, online and retail store services featuring children's toys and books, children's video tapes, CDs and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines

041 Rental of video and computer games; nad on-line rental oof computer games; a membership club or organization for video and computer game enthusiasts which offers credits or discounts on purchases of conventional and on-line rentals of video and computer games, credits or discounts on video game magazines, free demonstration of video and computer games, news and reviews of video and computer games, and other similar benefits to members

ELBO-69/AU	ELECTRONICS EB BOUTIQUE	12/30/1996	724819	10/27/2000	724819	REGISTERED	042
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CLASS DESCRIPTION

042 Retail store services of electric products, namely, interactive multimedia hardware and software, computers, personal computers, computer software, disc drives, printers, modems, computer books, computer magazines, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy discs, and batteries

ELBO-78/AU	ELECTRONICS EB BOUTIQUE	12/30/1996	724816	06/18/1999	724816	REGISTERED	042
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(Stylized)

CLASS DESCRIPTION

042 Retail store services of electric products, namely, interactive multimedia hardware and software, computers, personal computers, computer software, disc drives, printers, modems, computer books, computer magazines, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy discs, and batteries

ELBO-34/AU	GAMESTOP in plain block	12/09/2005	1,090,820	PENDING	35		
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letters

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

35 retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program

ELBO-83/AU POWER TO THE PLAYERS 11/29/2007 1212693 07/18/2008 1212693 REGISTERED 035, 041

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures

041 Information services relating to entertainment, provided on-line from a computer database or the Internet relating to new and used computers, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figure.

BRAZIL

ELBO-79/BR EB ELECTRONICS BOUTIQUE 04/10/1996 819171271 11/23/2004 819171271 REGISTERED 035

and Design

CLASS DESCRIPTION

035 Commercial auxiliary services including import and export of the following products; software and hardware for interactive multimedia, computers, personal computers, software for computers, computer programs, action discs, modems, computer books, video game systems, software for video games, joysticks, covers, floppy disks, batteries in local Brazilian Class 40.15

ELBO-42/BR EB GAMES in plain block letters 05/30/2003 825548454 PENDING 009

CLASS DESCRIPTION

009

ELBO-43/BR EB GAMES in plain block letters 05/30/2003 825548462 PENDING

ELBO-70/BR ELECTRONICS EB BOUTIQUE 04/10/1996 819171280 11/23/2004 819171280 REGISTERED 035

and Design

CLASS DESCRIPTION

035 Commercial auxiliary services including import and export of the following products; software and hardware for interactive multimedia, computers, personal computers, software for computers, computer programs, action discs, modems, computer books, video game systems, software for video games, joysticks, covers, floppy disks, batteries in local Brazilian Class 40.15

CANADA

ELBO-105/CA BABBAGE'S (Trustees of 10/15/1993 739,041 08/09/1996 TMA 460,932 REGISTERED 009, 035

Chasada is owner)

CLASS DESCRIPTION

009 Discs for computer, computer paper, disc files and printer ribbons

035 Retail store services in the field of home computers, computer software, video games and cartridges.

ELBO-40/CA

EB EDGE

07/08/2003 1,183,659

12/10/2008

TMA 730,632

REGISTERED 035

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	CLASS DESCRIPTION						
035	Mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines.						
	(2) Rental of video and computer games. (3) On-line rental of computer games.						
	(4) Providing a membership club or organization for video and computer game enthusiasts which offers credits or discounts on purchases and conventional and on-line rentals of video and computer games, credits or discounts on video game magazines, free demonstration of video and computer games, news and reviews of video and computer games; and other similar benefits to its members.						

ELBO-44/CA	EB GAMES in plain block letters	09/12/2002	1,152,360	11/10/2008	TMA 728,171	REGISTERED	035
	CLASS	DESCRIPTION					

035 Mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines

ELBO-84/CA	POWER TO THE PLAYERS	01/14/2008	1,379,059	01/14/2009	TMA 732,376	REGISTERED	35
	CLASS	DESCRIPTION					

35 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; Providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figures.

CHINA

ELBO-36/CN	GAMESTOP in plain block letters	12/23/2005	5079913	03/14/2009	5079913	REGISTERED	35
	CLASS	DESCRIPTION					

35 Import-export agency; procurement services for others (purchasing goods and services for other businesses); industrial and commercial management assistance; sales promotion (for others) promoting the sale of computer, video and electronic games, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through an online store

DENMARK

ELBO-72/DK	ELECTRONICS EB BOUTIQUE	10/17/1995	07846/1995	05/16/1997	VR1997/02083	REGISTERED	009, 016
	CLASS	DESCRIPTION					

009 Electrical apparatus and instruments, especially inter-actively multimedia hardware and computer programs, computers, personal computers, computer programs, disc drives, printers, modems, video game systems, software for video games, joysticks, covers, floppy disks, batteries

016 Computer books, computer magazines, printer ribbons

EUROPEAN UNION (CTM)

ELBO-52/EU

EB (Stylized)

09/18/1996 00342030

01/07/1999 00342030

REGISTERED 009, 016, 028

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

009 Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; computer software; computer hardware; parts and accessories therefor; fire extinguishing apparatus; apparatus for recording, transmission and reproduction of sound or images; magnetic data carriers, recording disks; data processing equipment and computers; amusement apparatus adapted for use with television receivers only; compact discs; computer keyboards; computer memories; computer peripheral devices; computer hardware; computer programs; computer software; floppy disks; games adapted for use with television receivers only; magnetic data media; magnetic encoders; magnetic tape units for computers; magnetic tapes; microprocessors; monitors; interactive multimedia hardware and software; computers, personal computers, computer software, disk drives, printers, modems, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy disks, and batteries.

016 Paper, printed matter; stationery; instructional and teaching materials; booklets, books, computer programs, magazines, periodicals and printed publications.

028 Toys, games and playthings; computer and video games; gymnastic and sporting articles.

ELBO-45/EU EB GAMES in plain block letters 05/07/2002 02688604 12/18/2003 02688604 REGISTERED 035, 041

CLASS DESCRIPTION

035 Mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines.

041 Rental of video and computer games; on-line rental of computer games.

ELBO-68/EU ELECTRONICS BOUTIQUE 09/18/1996 00341966 06/14/2001 00341966 REGISTERED 009, 016, 028

(Stylized)

CLASS DESCRIPTION

009 Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; computer software; computer hardware; parts and accessories therefor; fire extinguishing apparatus; apparatus for recording, transmission and reproduction of sound or images; magnetic data carriers, recording disks; data processing equipment and computers; amusement apparatus adapted for use with television receivers only; compact discs; computer keyboards; computer memories; computer peripheral devices; computer hardware; computer programs; computer software; floppy disks; games adapted for use with television receivers only; magnetic data media; magnetic encoders; magnetic tape units for computers; magnetic tapes; microprocessors; monitors; interactive multimedia hardware and software; computers, personal computers, computer software, disk drives, printers, modems, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy disks, and batteries.

016 Paper, printed matter; stationery; instructional and teaching materials; booklets, books, computer programs, magazines, periodicals and printed publications.

028 Toys, games and playthings; computer and video games; gymnastic and sporting articles.

ELBO-86/EU

POWER TO THE PLAYERS

11/29/2007 006466941

11/18/2008 006466941

REGISTERED 35, 41

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

35 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures.

41 Providing a web site containing entertainment information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figures.

ELBO-117/EU Stylized BUNNY Device in 09/17/2010 009384082 PENDING 035

Black/White/Pink

CLASS DESCRIPTION

035 retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, electronic board games, hand-held electronic entertainment hardware and software, CDs, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, electronic board games, hand-held electronic entertainment hardware and software, CDs, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program

FRANCE

ELBO-73/FR ELECTRONICS EB BOUTIQUE 04/24/1997 97675113 10/03/1997 97675113 REGISTERED 009

CLASS DESCRIPTION

009 Electric goods, electronic products, namely, material and/or data processing programs, interactive media; computers; personal computers, software (recorded programs), mechanisms driving discs (data processing), computer printers; modems; books, magazines, computer science; electronic games apparatus; software for electronic games; control levers (games); cases for electronic apparatus, ribbons for computer printers, blank floppy disks, electric batteries

GERMANY

ELBO-51/DE EB ELECTRONIC BOUTIQUE 10/20/1995 39542702.9 09/09/1996 39542702.9 REGISTERED 009, 016

(Stylized)

CLASS DESCRIPTION

009 Datenverarbeitungsanlagen und deren Teile, auf Datenträgern gespeicherte Programme für Datenverarbeitungsanlagen, Modems, Drucker, Magnetbänder, Compactdisks (CD), Disketten, Batterien, Akkumulatoren, Video-Spiele, Spielcomputer; alle vorgenannten Waren soweit in Klasse 9 enthalten

016 Bücher, Magazine (Zeitschriften), Zeitungen, Farbbänder für Drucker von Datenverarbeitungsanlagen und Schreibmaschinen

IRELAND

ELBO-49/IE EB (Stylized) 09/18/1996 96/5222 02/03/2000 214249 REGISTERED 009, 016, 028

CLASS DESCRIPTION

009 Apparatus for recording, transmission and reproduction of sound or images; magnetic data carriers, recording disks; data processing equipment and computers; amusement apparatus adapted for use with television receivers only; compact discs; computer keyboards; computer memories; computer peripheral devices; computer hardware; computer programs; computer software; floppy disks; games adapted for use with television receivers only; magnetic data media; magnetic encoders; magnetic tape units for computers; magnetic tapes; microprocessors; monitors; interactive multimedia hardware and software, computers, personal computers, computer software, disk drives, printers, modems, video game systems, video game software, joysticks, covers, blank floppy disks, and batteries; computer games.

016 Printed matter, instructional and teaching material, booklets, books, magazines, periodicals and printed publications; printer ribbons

028 Games, and playthings, and toys, including hand held computer and video games.

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
ELBO-54/IE	EB ELECTRONICS BOUTIQUE	09/18/1996	96/5223	02/03/2000	214250	REGISTERED	009, 016, 028

(Stylized)

CLASS DESCRIPTION

- 009 Apparatus for recording, transmission and reproduction of sound or images; magnetic data carriers, recording disks; data processing equipment and computers; amusement apparatus adapted for use with television receivers only; compact discs; computer keyboards; computer memories; computer peripheral devices; computer hardware; computer programs; computer software; floppy disks; games adapted for use with television receivers only; magnetic data media; magnetic encoders; magnetic tape units for computers; magnetic tapes; microprocessors; monitors; interactive multimedia hardware and software, computers, personal computers, computer software, disk drives, printers, modems, video game systems, video game software, joysticks, covers, blank floppy disks, and batteries; computer games.
- 016 Printed matter; instructional and teaching material, booklets, books, magazines, periodicals and printed publications; printer ribbons.
- 028 Games, and playthings, and toys, including hand held computer and video games.

ELBO-67/IE	ELECTRONICS BOUTIQUE	09/18/1996	96/5224	02/03/2000	207451	REGISTERED	009, 016, 028
	AND THE ELECTRONICS						
	BOUTIQUE						

CLASS DESCRIPTION

- 028 Games, and playthings, and toys, including computer and video games.
- 009 Apparatus for recording, transmission and reproduction of sound or images; magnetic data carriers, recording disks; data processing equipment and computers; amusement apparatus adapted for use with television receivers only; compact discs; computer keyboards; computer memories; computer peripheral devices; computer hardware; computer programs; computer software; floppy disks; games adapted for use with television receivers only; magnetic data media; magnetic encoders; magnetic tape units for computers; magnetic tapes; microprocessors; monitors; interactive multimedia hardware and software, computers, personal computers, computer software, disk drives, printers, modems, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy disks, and batteries.
- 016 Printed matter; instructional and teaching material, booklets, books, computer programs, magazines, periodicals and printed publications.

ISRAEL

ELBO-74/IL	ELECTRONICS EB BOUTIQUE	10/26/1995	101,511	09/05/2001	101,511	REGISTERED	
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ITALY

ELBO-55/IT	EB (Stylized)	06/20/1996	MI960005936	12/14/1998	761950	REGISTERED	042
	CLASS						
	DESCRIPTION						

- 042 Services provided by shops; sale of retail goods such as machines and programs, interactive multimedia, laboratories electronics, PC, programs for electronic laboratories, carriages for diskettes, printers, modem, computer books, computer magazines, video game systems, video game programs, screens, ribbons for printers, diskettes, batteries

JAPAN

ELBO-75/JP	ELECTRONICS EB BOUTIQUE	12/28/1996	81-147580	05/11/2001	4473438	REGISTERED	035
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CLASS DESCRIPTION

- 035 wholesale services and retail store services in relation to electronic products, including interactive multimedia hardware and software, computers, personal computers, computer software, disc drives, printers, modems, computer books, computer magazines, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy discs, and batteries

ELBO-37/JP	GAMESTOP in plain block	12/08/2005	115365/2005	08/18/2006	4979675	REGISTERED	35
	letters						

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

35 retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program

ELBO-87/JP POWER TO THE PLAYERS 11/29/2007 119756/2007 09/17/2010 4070892 REGISTERED 035, 041

CLASS DESCRIPTION

035 Retail services including online retail store services provided via a global computer network featuring new and used computers, hand-held video game players, digital media players and recorders, video tapes, blank DVDs, computer hardware, computer connection cables, computer joysticks, computer mice, computer keyboards, computer video and audio connection cables, computer video routing boxes, batteries and chargers, mouse pads, computer faceplates, computer microphones and headsets, wireless game controllers, wireless microphones, headphones and computer disc cleaning kits; Sales promotion for others through the administration of a customer incentive award and discount program featuring discounts on new and used computers, consumer video games, electronic games, video game consoles, hand-held video game players, digital media players and recorders, video tapes, blank DVDs, recorded DVDs, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer connection cables, computer joysticks, computer mice, computer keyboards, computer video and audio connection cables, computer video routing boxes, batteries and chargers, mouse pads, computer faceplates, computer microphones and headsets, wireless game controllers, wireless microphones, headphones and computer disc cleaning kits, toys and action figures; Advertising and publicity services; Issuance of trading stamps; Business management analysis or business consultancy; Marketing research; Providing information on commodity sales; Retail services or wholesale services for electrical machinery and apparatuses; Providing information on sale via web site on new and used computer, consumer video games, electronic games, video game consoles, hand-held video game players, digital media players and recorders, video tapes, blank DVDs, recorded DVDs, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game connection cables, computer game joysticks, computer game mice, computer game keyboards, computer game video and audio connection cables, computer game video routing boxes, computer game batteries and chargers, mouse pads, computer game faceplates, computer game microphones and headsets, computer game wireless game controllers,

computer game wireless microphones, headphones and computer game disc cleaning kits, toys and action

figures

041 Providing electronic publications

MEXICO

ELBO-47/MX EB GAMES in plain block letters 05/29/2003 603151 10/29/2004 858087 REGISTERED 035

CLASS DESCRIPTION

035 Online and retail store services featuring children's toys and books, children's video tapes, cd's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment, hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines

ELBO-88/MX EB GAMES in plain block letters 05/29/2003 603152 10/29/2004 858088 REGISTERED 041

CLASS DESCRIPTION

041 Rental of video and computer games; and on-line rental of computer games; a membership club or organization for video and computer game enthusiasts which offers credits or discounts on purchases on video games magazines, free demonstration of video and computer games, news and reviews of video and computer games, and other similar to its members

NEW ZEALAND

ELBO-47/NZ

EB GAMES in plain block letters 03/26/2003 675805

09/07/2006 675805

REGISTERED 035

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
CLASS DESCRIPTION							
035	mail order, online and retail store services relating to children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines						
ELBO-48/NZ	EB GAMES in plain block letters	03/26/2003		675806	09/07/2006	675806	REGISTERED 041
CLASS		DESCRIPTION					
041	rental of video and computer games; and on-line rental of computer games; a membership club or organisation for video and computer game enthusiasts which offers credits or discounts on purchases and conventional and on-line rentals of video and computer games, credits or discounts on video game magazines, free demonstration of video and computer games, news and reviews of video and computer games, and other similar benefits to its members						
ELBO-76/NZ	ELECTRONICS EB BOUTIQUE	03/06/1997		273534	02/09/1999	273534	REGISTERED 042
(Stlyzed)							
CLASS		DESCRIPTION					
042	wholesale services and retail store services in relation to electronic products, including interactive multimedia hardware and software, computers, personal computers, computer software, disc drives, printers, modems, computer books, computer magazines, video game systems, video game software, joysticks, covers, printer ribbons, blank floppy discs, and batteries						
ELBO-39/NZ	GAMESTOP in plain block letters	12/08/2005		740116	07/13/2006	740116	REGISTERED 35
CLASS		DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network in respect of computer, video and electronic games, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program						
NORWAY							
ELBO-65/NO	EB ELECTRONICS BOUTIQUE	04/19/2001		2001-05018	09/18/2006	234954	REGISTERED 035, 041
(Stylized)							
CLASS		DESCRIPTION					
035	Retail sale of children's toys and books, children's video tapes, CDs and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware and software and accessories, electronic board games, hand-held entertainment hardware and software, computer-related disc hardware and software, and entertainment electronics, and for the sale, resale, trade-in, and rental of video games and PC games, and for the sale and resale of trading/game cards, and for the sale of accessories, books and magazines relating to the above						
041	Online gaming and game rental on demand online						
ELBO-48A/NO	EB GAMES in plain block letters	07/22/2003		2003-06871A	07/17/2010	256210	REGISTERED 035
CLASS		DESCRIPTION					
035	Mail order, online and retail store services featuring children's toys and children's books, puzzles and board games, plush toys, dress up clothing, children's art and crafts and equipment for the creation of children's art and art crafts, science and nature items, books and magazines.						
ELBO-38/NO	GAMESTOP in plain block letters	12/13/2005		200514027	10/09/2006	235322	REGISTERED 35
CLASS		DESCRIPTION					
35	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program						

REFERENCE #

ELBO-88/NO

ELBO-82/NO

SOUTH AFRICA

ELBO-77/ZA

SOUTH KOREA

ELBO-56/KR

ELBO-46/KR

ELBO-58/KR

SWITZERLAND

ELBO-71/CH

ELBO-35/CH

MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
POWER TO THE PLAYERS	11/30/2007	200714771			PENDING	035, 038, 041
CLASS	DESCRIPTION					
038						
041	providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figure					
035	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures					
RESPECT THE RATINGS	09/09/2008	200811381	11/10/2008	248561	REGISTERED	35
CLASS	DESCRIPTION					
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program and public awareness program					
ELECTRONICS EB BOUTIQUE	10/23/1995	95/14095				
	07/10/1999					
	95/14095					
REGISTERED						
EB (Stylized)	02/03/1995	95-994	11/14/1996	33518	REGISTERED	
EB GAMES (Stylized)	05/29/2003	41-2003-11297	10/24/2006	139195	REGISTERED	035, 041
CLASS	DESCRIPTION					
035	Sales agency or mediating services for children's toys and books related to games, children's video tapes related to games, CDs and audio tapes related to games, interactive toys for games, puzzles for games, board games, plush toys for games, clothing for role playing, computer hardware, software and peripherals related to games, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software for games,					
041	Rental of video and computer game programs, and on-line rental of computer game programs					
ELECTRONICS BOUTIQUE	02/03/1995	95-995	11/14/1996	33519	REGISTERED	
(Stylized)						
ELECTRONICS EB BOUTIQUE	10/19/1995	436837	03/27/1997	1201895	REGISTERED	009, 016, 028
CLASS	DESCRIPTION					
009	Electric and electronic apparatus and instruments as included in Class 9; equipment for recording, transmission and reproduction of data, sound and image; electronic, optical and magnetic recording devices, records; data processing equipment, computers, computer hardware and software as well as peripheral apparatus and instruments, including personal computers, interactive multimedia hardware and software, disk drives, printers, modems, video games apparatus, video games software, joysticks, unrecorded floppy disks, batteries; components, spare parts and accessories such as lids, cable and connectors for all aforesaid goods					
016	Printed matter, including computer books and magazines; typewriters and office requisites (except furniture), including inking ribbons for printers; teaching aids and teaching materials (except apparatus) including user manuals					
028	Games, toys, including video game apparatus					
GAMESTOP in plain block	12/09/2005	60167/2005	01/25/2006	542227	REGISTERED	35
letters						

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

35 retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, dvds, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program

ELBO-85/CH POWER TO THE PLAYERS 11/29/2007 63496 05/14/2008 570865 REGISTERED 035, 041, 042

CLASS DESCRIPTION

035 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures

041 Providing information on websites concerning entertainment in regard of new and used computers, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figures

042 Providing information on websites regarding technology and technical values in regard of new and used computer, video, and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer game hardware, computer game accessories, toys and action figures

ELBO-80/CH RESPECT THE RATINGS 09/09/2008 61226/2008 11/07/2008 579007 REGISTERED 35

CLASS DESCRIPTION

35 Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program and public awareness program

UNITED KINGDOM

ELBO-53/GB EB (Stylized) 10/10/1995 2040726 06/05/1998 2040726 REGISTERED 009, 016, 028, 038, 042

CLASS DESCRIPTION

009 Apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording disks; data processing equipment and computers; amusement apparatus adapted for use with television receivers only; compact discs; computer key boards; computer memories; computer peripheral devices; computer hardware; computer programs; computer software; floppy disks; games adapted for use with television receivers only; magnetic data media; magnetic encoders; magnetic tape units for computers; magnetic tapes; microprocessors; monitors; interactive multimedia hardware and software; personal computers; disk drives; printers; modems; video game systems for use with television receivers only; video game software; joysticks.

016 Printed matter; instructional and teaching material (except apparatus); booklets; books; computer programs; magazines; periodicals; printed publications.

028 Games and playthings, not included in any other class; toys; computer and video games other than those for use with television receivers only.

038 Communications by computer terminals; computer aided transmission of messages and images; electronic mail; rental of message sending apparatus.

042 Computer programming; consultancy in the field of computer hardware; leasing access to a computer database; computer rental; updating computer software; computer software design; computer software rental.

ELBO-64/GB EB ELECTRONICS BOUTIQUE 10/10/1995 2040724 07/18/1997 2040724 REGISTERED 009, 016, 028, (Stylized) 038, 042

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
	CLASS DESCRIPTION						
009	Apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording disks; data processing equipment and computers; amusement apparatus adapted for use with television receivers only; compact discs; computer keyboards; computer memories; computer peripheral devices; computer hardware; computer programs; computer software; floppy discs; games adapted for use with television receivers only; magnetic data media; magnetic encoders; magnetic tape units for computers; magnetic tapes; microprocessors; monitors; interactive multimedia hardware and software; personal computers; disk drives; printers; modems; video game systems for use with television receivers only; video game software; joysticks; but not including computer software relating to typefaces.						
016	Printed matter; instructional and teaching material(except apparatus); booklets; books; computer programs; magazines; periodicals; printed publications.						
028	Games and playthings, not included in any other classes; toys; computer and video games other than those for use with television receivers only.						
038	Communications by computer terminals; computer aided transmission of messages and images; electronic mail; rental of message sending apparatus.						
042	Computer programming; consultancy in the field of computer hardware; leasing access to a computer database; computer rental; updating computer software; computer software design; computer software rental.						
ELBO-50/GB	EBX (Stylized) and Device		11/02/1995		2050730	09/01/2000	2050730 REGISTERED 009, 016, 025,
	CLASS	DESCRIPTION					028, 038, 042
016	Printed matter; instructional and teaching material(except apparatus); booklets; books; computer programs; magazines; periodicals; printed publications.						
025	Articles of clothing; headgear; footwear.						
009	Magnetic data carriers, recording disks, data processing apparatus and computers, computer keyboards, computer memories, computer peripheral devices, computer hardware, computer programs, computer software, floppy discs, magnetic data media, magnetic encoders, magnetic tape units for computers, magnetic tapes, microprocessors, monitors, interactive multi-media hardware and software, disks drives, printers and modems; none of the aforesaid goods for use in the broking of financial instruments; apparatus for recording, transmission or reproduction of sound and images; amusement apparatus adapted for use with television receivers only; compact discs; video game systems for use with television receivers only; joysticks; parts and fittings included in Class 9 for all the aforesaid goods; but not including cases, casings or any goods similar to cases or casings.						
028	Games and playthings, not included in any other classes; toys; computer and video games other than those for use with television receivers only.						
038	Communications by computer terminals; computer aided transmission of messages and images; electronic mail; rental of message sending apparatus; none of the aforesaid services relating to electronic broking of financial instruments.						
042							
ELBO-57/GB	ELECTRONICS BOUTIQUE		10/06/1995		2041846	09/19/1997	2041846 REGISTERED 009
	CLASS	DESCRIPTION					
009	Computers; videos; visual display units; keyboards; joysticks; computer software, but none relating to typefaces; computer games; parts and fittings for all the aforementioned goods.						
ELBO-59/GB	STOP -N- SAVE SOFTWARE and Device		11/02/1995		2043306	01/16/1998	2043306 REGISTERED 009, 016, 025, 028, 038, 039, 042

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
CLASS DESCRIPTION							
035							Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, videos, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program
041							Providing a web site containing entertainment information, namely, providing information about new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards games, game cards, books and magazines featuring computer games, strategy guides for computer games, computer game hardware, computer game accessories, toys and action figures; Entertainment services, namely, conducting contests and sweepstakes and conducting contests and sweepstakes over a global computer network
ELBO-US7	EB EDGE			11/19/2002	76/474,305	08/07/2007	3,275,629 REGISTERED 035, 041
CLASS		DESCRIPTION					
035							Mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines; operation and maintenance of a membership club or organization for video and computer game enthusiasts which offers credits or discounts on purchases of video and computer games, conventional and online rentals of video and computer games and credits or discounts on video game magazines to its members
041							Rental of video and computer games; on-line rental of computer games; operation and maintenance of a membership club or organization for video and computer game enthusiasts which offers free demonstration of video and computer games, and news and reviews of video and computer games to its members
ELBO-US19	EB ELECTRONICS BOUTIQUE			08/03/1994	74/557,001	08/08/1995	1,910,639 REGISTERED 042
(Stylized)							
CLASS		DESCRIPTION					
042							retail store services of electric products, namely interactive multimedia hardware and software, computers, personal computers, computer software, disk drives, printers, modems, computer books, computer magazines, video game systems, video game software, joy sticks, covers, printer ribbons, blank floppy disks, and batteries
ELBO-US20	EB ELECTRONICS BOUTIQUE			08/03/1994	74/556,981	08/08/1995	1,910,638 REGISTERED 042
(Stylized)							
CLASS		DESCRIPTION					
042							retail store services of electric products, namely interactive multimedia hardware and software, computers, personal computers, computer software, disk drives, printers, modems, computer books, computer magazines, video game systems, video game software, joy sticks, covers, printer ribbons, blank floppy disks, and batteries
ELBO-US12	EB GAMES (Stylized)			11/29/2002	76/474,303	08/01/2006	3,123,954 REGISTERED 035, 041
CLASS		DESCRIPTION					
035							Mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines
041							Rental of video and computer games; and on-line rental of computer games
ELBO-US13	EB GAMES in plain block letters			03/19/2002	76/385,446	07/11/2006	3,114,551 REGISTERED 035
CLASS		DESCRIPTION					
035							mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
ELBO-US21	EB in plain block letters	08/03/1994	74/556,983	07/18/1995	1,906,173	REGISTERED	042
	CLASS	DESCRIPTION					
042	retail store services of electric products, namely interactive multimedia hardware and software, computers, personal computers, computer software, disk drives, printers, modems, computer books, computer magazines, video game systems, video game software, joy sticks, covers, printer ribbons, blank floppy disks, and batteries						
ELBO-US11	EBGAMES.COM	02/09/2001	76/207,595	07/11/2006	3,114,518	REGISTERED	035
	CLASS	DESCRIPTION					
035	mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines						
ELBO-US10	EBGAMES.COM (Stylized)	11/29/2002	76/474,304	09/12/2006	3,142,527	REGISTERED	035, 041
	CLASS	DESCRIPTION					
035	Mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines						
041	rental of video and computer games; and on-line rental of computer games						
ELBO-US14	EBGAMES.COM	02/09/2001	76/207,596	07/11/2006	3,114,519	REGISTERED	035
	ELECTRONICS BOUTIQUE (Stylized) and Device						
	CLASS	DESCRIPTION					
035	mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines						
ELBO-US16	EBWORLD.COM (Stylized)	10/21/1999	75/829,091	03/06/2001	2,433,191	REGISTERED	035
	CLASS	DESCRIPTION					
035	Computerized on-line ordering services, featuring, children's toys, and books, video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, consumer electronics, featuring accessories, electronic board games, hand-held entertainment hardware and software, DVD's, DVD players, MP3 players, and computer-related disc hardware and software, video games and PC games, collectibles, featuring, trading cards and game cards, books and magazines related to any of the foregoing						
ELBO-US17	EBWORLD.COM in plain block letters	10/21/1999	75/829,090	03/06/2001	2,433,190	REGISTERED	035
	CLASS	DESCRIPTION					
035	Computerized on-line ordering services, featuring, children's toys, and books, video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, consumer electronics, featuring accessories, electronic board games, hand-held entertainment hardware and software, DVD's, DVD players, MP3 players, and computer-related disc hardware and software, video games and PC games, collectibles, featuring, trading cards and game cards, books and magazines related to any of the foregoing						
ELBO-US24	EBX						
	08/03/1994 74/556,841						
	08/01/1995 1,909,051						
	REGISTERED 042						

REFERENCE # MARK FILED APP # REG DT REG # STATUS CLASSES

CLASS DESCRIPTION

042 retail store services of electric products, namely interactive multimedia hardware and software, computers, personal computers, computer software, disk drives, printers, modems, computer books, computer magazines, video game systems, video game software, joy sticks, covers, printer ribbons, blank floppy disks, and batteries

ELBO-US114 GAMESTOP POWERUP 02/01/2010 77/925,057 ALLOWED 035

REWARDS

CLASS DESCRIPTION

035 Promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures

ELBO-115 GAMESTOP POWERUP 02/01/2010 77/925,060 ALLOWED 035

REWARDS PRO

CLASS DESCRIPTION

035 Promoting the sale of goods of others through the administration of a customer incentive award and discount program featuring discounts on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures

ELBO-US46 GAMESTOP SHARE THE 04/03/2008 77/439,111 ALLOWED 36

POWER

CLASS DESCRIPTION

36 charitable fund raising services; providing information via a web site on charitable fund raising; management of charitable funds

ELBO-US32 GAMESTOP SHARE THE 04/03/2008 77/439,115 ALLOWED 36

POWER FUND

CLASS DESCRIPTION

36 charitable fund raising services; providing information via a web site on charitable fund raising; management of charitable funds

ELBO-US111 INDIE GAME CHALLENGE and 07/16/2009 77/782,472 03/09/2010 3,757,188 REGISTERED 041

Design

CLASS DESCRIPTION

041 Providing online video and computer game contests, competitions and tournaments; providing a web site featuring on-line video and computer games

ELBO-US44 Miscellaneous Design (Image of 01/05/2005 78/542,569 08/01/2006 3,122,825 REGISTERED 35

RHINO)

CLASS DESCRIPTION

35 retail store, online retail store and electronic catalogue services featuring audio-video recordings of films, movies, pre-recorded video cassettes, digital versatile discs or dvds, electronic and computerized video games and associated electronic equipment and accessories, game books, magazines, toys, foodstuffs, clothing featuring t-shirts and headgear, computer software and hardware, and related home entertainment products and equipment; retail store services featuring movies, films, motion pictures pre-recorded video cassettes, digital video discs or dvds, and electronic and computerized video game trading

ELBO-US31

POWER TO THE PLAYERS

04/26/2007 77/166,241

06/24/2008 3,454,909

REGISTERED 35, 41

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
CLASS DESCRIPTION							
35	Retail store services and online retail store services provided via a global computer network featuring new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award and discount program						
41	providing a web site containing information and content on new and used computer, video and electronic games, video game consoles, hand-held video game players, digital media players and recorders, videos, DVDs, movies, role-playing cards, game cards, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figure						
ELBO-US113	RECHARGED	10/29/2009		77/860,050		ALLOWED	009, 028, 035
CLASS		DESCRIPTION					
035	retail stores and online retail store services featuring used, repaired, recycled and refurbished video game consoles, hand-held gaming units, portable gaming units and accessories therefor						
009	computer, video and electronic game hardware, namely used, repaired, recycled and refurbished computer and video game consoles for use with an external display screen or monitor; hand-held gaming units for playing electronic games for use with an external display screen or monitor; portable gaming units, namely, portable computer game consoles for use with an external display screen or monitor; portable handheld units for playing electronic games for use with external display screen or monitor; and accessories therefore, namely, computer programs for video and computer games, handheld joy stick units for playing video games						
028	hand-held units for playing video games other than those adapted for use with an external screen or monitor						
ELBO-114/US	RECHARGED (Stylized) and Design	11/16/2009		77/873,113		ALLOWED	009, 028, 035
CLASS		DESCRIPTION					
035	retail stores and online retail store services featuring used, repaired, recycled and refurbished video game consoles, hand-held gaming units, portable gaming units and accessories therefor						
009	computer, video and electronic game hardware, namely used, repaired, recycled and refurbished computer and video game consoles for use with an external display screen or monitor; hand-held gaming units for playing electronic games for use with an external display screen or monitor; portable gaming units, namely, portable computer game consoles for use with an external display screen or monitor; portable handheld units for playing electronic games for use with external display screen or monitor; and accessories therefore, namely, computer programs for video and computer games, handheld joy stick units for playing video games						
028	hand-held units for playing video games other than those adapted for use with an external screen or monitor						
ELBO-US45	RHINO VIDEO GAMES (Stylized)			09/04/2001		2,485,098	REGISTERED 35
CLASS		DESCRIPTION					
35	Retail store services and on-line retail store services via a global computer network featuring new and used electronic, computer and video games, and game systems						
ELBO-US33	Stylized BUNNY Device in Black/White/Pink	03/24/2009		77/697,496	12/22/2009	3,729,939	REGISTERED 035
CLASS		DESCRIPTION					
035	retail store services and online retail store services provided via a global computer network featuring computer, video and electronic games, electronic board games, hand-held electronic entertainment hardware and software, CDs, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures; promoting the sale of computer, video and electronic games, electronic board games, hand-held electronic entertainment hardware and software, CDs, DVDs, movies, books, magazines, strategy guides, computer hardware, computer accessories, toys and action figures through the administration of a customer incentive award program						
ELBO-US28	THE ELECTRONICS BOUTIQUE (Stylized)	03/11/1985		73/526,120	01/13/1987	1,425,236	REGISTERED 035

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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CLASS DESCRIPTION

035							RETAIL STORE SERVICES OF ELECTRIC PRODUCTS, NAMELY: ((COMPUTERS, PERSONAL COMPUTERS,)) COMPUTER SOFTWARE, DISC DRIVES, ((PRINTERS, MONITORS,)) MODEMS, COMPUTER BOOKS, COMPUTER MAGAZINES, VIDEO SOFTWARE, JOY STICKS, COVERS, PRINTER RIBBONS, BLANK FLOPPY DISCS, WATCHES, RADIOS, ((TAPE RECORDERS, TELEVISION SETS, COMBINATION TELEVISION SETS AND RADIOS, CHILDREN'S RADIOS,)) CALCULATORS, ((CLOCKS,)) AND BATTERIES
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ELBO-US43	THE FINAL WORD ON	01/12/2006	78/790,443	12/12/2006	3,183,455	REGISTERED	16
	COMPUTER & VIDEO GAMES						

CLASS DESCRIPTION

16	Publications, namely, magazines in the fields of video, electronic, computer and online games, video and computer game systems and consoles, hand-held devices, wireless devices, strategy guides, game cards and game accessories						
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ELBO-US9	WE TAKE GAMES	05/08/2003	76/516,876	02/26/2008	3,389,325	REGISTERED	035
	SERIOUSLY						

CLASS DESCRIPTION

035	mail order, online and retail store services featuring children's toys and books, children's video tapes, CD's and audio tapes, interactive toys, puzzles and board games, plush toys, dress up clothing, children's arts and crafts, science and nature items, computer hardware, software and peripherals, computer-related furniture, video game hardware, software and accessories, electronic board games, hand-held entertainment hardware and software, consumer-related disc hardware and software, consumer electronics, and related accessories, books and magazines; operation and maintenance of a membership club or organization for video and computer game enthusiasts which offers credits or discounts on purchases of video and computer games and credits or discounts on video game magazines to its members						
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TRADEMARK	COUNTRY	FILE DATE	APP. NO.	REG. DATE	REG. NO.	STATUS	Term/Renewal s
KONGREGAT E	ALBANIA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	To be renewed upon renewal of International Registration with WIPO ("WIPO Renewal")
KONGREGAT E	ANTIGUA & BARBUDA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	ARMENIA	6/ 8/2007	983,020	11/16/2009	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	AUSTRALIA	6/ 8/2007	983,020	6/ 8/2007	1,275,523	REGISTERED	WIPO Renewal
KONGREGAT E	AZERBAIJAN	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	BELARUS	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	BHUTAN	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	BOTSWANA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	CANADA	6/ 8/2007	1,350,833	5/10/2010	766,245	REGISTERED	5/10/2025 - Renewal due
KONGREGAT E	CHINA	6/ 8/2008	983,020	6/ 8/2008	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	CROATIA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	CUBA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	EUROPEAN UNION (CTM)	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	FEDERATION OF RUSSIA	6/ 8/2007	983,020	10/ 6/2009	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	GEORGIA	6/ 8/2007	983,020	11/27/2009	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	ICELAND	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	IRAN	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal

Second
Installment of
Fees due -
payment in
process

KONGREGAT E	JAPAN	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	
KONGREGAT E	KENYA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	LESOTHO	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	LIECHTENSTEIN	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	MACEDONIA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	MOLDOVA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	MONACO	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	MONGOLIA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	MONTENEGRO	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	MOROCCO	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal

							6/8/2012 - Affidavit of Use due
KONGREGAT E	MOZAMBIQUE	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	
KONGREGAT E	NAMIBIA (S.W. AFRICA)	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	NETHERLANDS ANTILLES	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	NORTH KOREA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	NORWAY	6/ 8/2007	983,020	7/10/2009	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	SERBIA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	SIERRA LEONE	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	SINGAPORE	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	SOUTH KOREA	6/ 8/2007	983,020	4/ 7/2010	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	SWAZILAND	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	SWITZERLAND	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	SYRIA	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	TURKEY	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	UKRAINE	6/ 8/2007	983,020	6/ 8/2007	983,020	REGISTERED	WIPO Renewal
KONGREGAT E	UNITED STATES	12/ 8/2006	46		77/060,1	ABANDONED	Class 42 - remaining from original application, post divisional filing. Client instructed to allow application to abandon by not filing a Statement of Use

4/7/2014-2015 -
Filing period for

KONGREGAT			77/976,6		3,604,		Declaration Under
E	UNITED STATES	12/ 8/2006	62	4/ 7/2009	238	REGISTERED	Sections 8 & 15
KONGREGAT					983,02		
	VIETNAM	6/ 8/2007	983,020	6/ 8/2007		REGISTERED	WIPO Renewal
E					0		
							6/8/2012
							Dependency
							Period Ends;
KONGREGAT					983,02		6/8/2017 Renewal
E	WIPO			6/ 8/2007	0	REGISTERED	due
KONGREGAT					983,02		
	ZAMBIA	6/ 8/2007	983,020	6/ 8/2007		REGISTERED	WIPO Renewal
E					0		

KONGREGATE, INC. SCHEDULE OF REGISTERED DOMAIN NAMES

- jimily.com
 - kongkids.com
 - kongkids.net
 - kongkids.org
 - kongkidz.com
 - kongkidz.net
 - kongkidz.org
 - komgregate.com
 - kongragate.com
 - kongregat.com
 - kongregate.com
 - kongregate.net
 - kongregate.org
 - kongregatestage.com
 - kongregatetrunk.com
 - knogregate.com
 - kongshred.com
 - norazi.com
-

AMENDED AND RESTATED PLEDGE AGREEMENT

AMENDED AND RESTATED PLEDGE AGREEMENT (this “Agreement”) dated as of January 4, 2011, by and among GAMESTOP CORP., a corporation organized under the laws of the State of Delaware having a place of business at 625 Westport Parkway, Grapevine, Texas 76051, as Lead Borrower; the Subsidiary Borrowers party hereto (together with the Lead Borrower, individually, a “Pledgor” and collectively, the “Pledgors”); and BANK OF AMERICA, N.A., a national banking association, as collateral agent (in such capacity, the “Collateral Agent” for the Credit Parties (, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, Pledgors, among others, have entered into (i) that certain Credit Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the “Existing Credit Agreement”) by, among others, the Pledgors, as Borrowers, the other Borrowers party thereto, the “Lenders” as defined therein, Bank of America, N.A. as “Administrative Agent” and “Collateral Agent”, Citicorp North America, Inc., as “Syndication Agent”, and Merrill Lynch Capital a Division of Merrill Lynch Business Financial Services, Inc., as “Documentation Agent”, (ii) that certain Security Agreement, dated as of October 11, 2005 (as amended and in effect on and prior to the date hereof, the “Existing Security Agreement”) by and among such Pledgors and Bank of America, N.A., as “Collateral Agent”, and (iii) those certain Securities Collateral Pledge Agreements dated as of October 11, 2005 between the applicable Pledgor and the Collateral Agent, (as amended and in effect on and prior to the date hereof, the “Existing Pledge Agreements”), pursuant to which such Pledgors have granted a security interest to the Collateral Agent in the Pledged Collateral (as defined in the Existing Pledge Agreements) to secure the Secured Obligations (as defined in the Existing Pledge Agreements); and

WHEREAS, contemporaneously herewith, the Pledgors and the Collateral Agent, among others, are amending and restating the Existing Credit Agreement in its entirety pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the “Credit Agreement”) by and between, among others, (i) the Pledgors, as Borrowers, (ii) the Lenders named therein, (iii) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders, and (iv) Bank of America, N.A., as Issuing Bank; and

WHEREAS, contemporaneously herewith, the Pledgors and the Collateral Agent are amending and restating the Existing Security Agreement in its entirety pursuant to that certain Amended and Restated Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the “Security Agreement”) by and among the Pledgors and the Collateral Agent; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Pledgors of an agreement in the form hereof to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Pledgors and the Agents desire to amend and restate the Existing Pledge Agreements and to consolidate such Existing Pledge Agreements as set forth herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Pledgors and the Collateral Agent hereby agree that the Existing Pledge Agreements are hereby amended and restated in their entirety to read as follows (it being agreed that this Agreement shall not be deemed to evidence or result in a novation under the Existing Pledge Agreements):

SECTION 1

Definitions

1 . 1 Generally. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement, as applicable, and all references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the Security Interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“Blue Sky Laws” shall have the meaning assigned to such term in Section 7.7 of this Agreement.

“Investment Property” shall have the meaning given that term in the UCC.

“Pledged Collateral” shall have the meaning assigned to such term in Section 2.5 of this Agreement.

“Pledged Securities” shall have the meaning assigned to such term in Section 2.1 of this Agreement.

“Securities Act” shall have the meaning assigned to such term in Section 7.7 of this Agreement.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.6 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2

Pledge

As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby transfers, grants, bargains, sells, conveys, hypothecates, pledges, sets over and delivers unto the Collateral Agent, its successors and assigns, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Credit Parties, a security interest in all of the Pledgor's right, title and interest in, to and under:

2.1 the shares of capital stock and other ownership interests owned by each Pledgor and listed on Schedule I hereto, and any shares of capital stock or other equity interest of any Subsidiary obtained in the future by the Pledgor, and the stock certificates or other securities representing all such shares or equity interests; provided that with respect to each Material Foreign Subsidiary whose capital stock is pledged hereunder by the Pledgor, the Pledgor has pledged stock representing 65% of the outstanding shares of Voting Stock of such Material Foreign Subsidiary (or such lesser percentage as is owned by Pledgor) (the "Pledged Securities");

2.2 all other Investment Property that may be delivered to, and held by, the Collateral Agent pursuant to the terms hereof;

2.3 subject to Section 6, all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed or distributable, in respect of, or in exchange for, the Pledged Securities referred to in clauses 2.1 and 2.2 above;

2.4 subject to Section 6, all rights and privileges of the Pledgor with respect to the Pledged Securities and other Investment Property referred to in clauses 2.1, 2.2, and 2.3 above; and

2.5 all proceeds of any of the foregoing (the items referred to in clauses 2.1 through 2.5 being collectively referred to as the "Pledged Collateral").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the benefit of the Credit Parties, until the Secured Obligations have been paid in full in cash, the Lenders have no further commitment to lend; subject, however, to the terms, covenants and conditions hereinafter set forth.

Upon delivery to the Collateral Agent pursuant to SECTION 3 of this Agreement, (a) all stock certificates or other securities now or hereafter included in the Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request, and (b) all other Investment Property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the Pledgor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the Pledged Securities theretofore and then being pledged hereunder, which schedule shall be attached hereto as Schedule I and made a part hereof. Each schedule so delivered shall supersede any prior schedules so delivered.

SECTION 3

Delivery of the Pledged Collateral

3.1 On or before the Effective Date, the Pledgors shall deliver or cause to be delivered to the Collateral Agent any and all Pledged Securities, any and all Investment Property, and any and all certificates or other instruments or documents representing the Pledged Collateral as set forth in Section 4.15 of the Security Agreement.

3.2 Each Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to sign (if required) and file in any appropriate filing office, wherever located, any Financing Statement that contains any information required by the UCC of the applicable jurisdiction for the sufficiency or filing office acceptance of any Financing Statement. Each Pledgor also authorizes the Collateral Agent to file a copy of this Agreement in lieu of a Financing Statement, and to take any and all actions required by any earlier versions of the UCC or by any other Applicable Law. The Pledgors shall provide the Collateral Agent with any information the Collateral Agent shall reasonably request in connection with any of the foregoing.

SECTION 4

Representations, Warranties and Covenants

Each Pledgor hereby represents, warrants and covenants, as to itself and the Pledged Collateral pledged by it hereunder, to and with the Collateral Agent that:

4.1 the Pledged Securities represent that percentage of the issued and outstanding shares of each class of the capital stock or other equity interest of the Issuer with respect thereto as set forth on Schedule I, provided that with respect to each Material Foreign Subsidiary whose capital stock is pledged hereunder by such Pledgor, such Pledgor has pledged stock representing 65% of the outstanding shares of Voting Stock of such Material Foreign Subsidiary (or such lesser percentage as is owned by such Pledgor);

4.2 except for the security interest granted hereunder, and except as otherwise permitted in the Credit Agreement and the other Loan Documents, the Pledgor (i) is and will at all times continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule I, (ii) holds the Pledged Collateral free and clear of all Liens, other than those Liens permitted under the terms of Section 6.02 of the Credit Agreement and Liens in favor of the Collateral Agent, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in, or other Lien on, the Pledged Collateral, other than pursuant hereto and other than Permitted Encumbrances or any other Liens permitted under Section 6.02 of the Credit Agreement, and (iv) subject to Section 6, will cause any and all Pledged Collateral to be forthwith deposited with the Collateral Agent and pledged or assigned hereunder;

4.3 except as expressly permitted under the Credit Agreement, no Pledgor will consent to or approve the issuance of (i) any additional shares of any class of capital stock of any Issuer of the Pledged Securities, or the issuance of any membership or other ownership interest in any such Person or (ii) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or nonoccurrence of any event or condition into, or exchangeable for, any such shares or interests;

4.4 each Pledgor (i) has the power and authority to pledge the Pledged Collateral in the manner hereby done or contemplated and (ii) will defend its title or interest thereto or therein against any and all Liens (other than the Lien created by this Agreement or the other Loan Documents, or any other Lien permitted under Section 6.02 of the Credit Agreement), however arising, of all Persons whomsoever;

4.5 no consent of any other Person (including stockholders or creditors of the Pledgor), and no consent or approval of any Governmental Authority or any securities exchange, was or is necessary to the validity of the pledge effected hereby or to the disposition of the Pledged Collateral upon an Event of Default in accordance with the terms of this Agreement and the Security Agreement;

4.6 by virtue of the execution and delivery by the Pledgors of this Agreement, and the delivery by the Pledgors to the Collateral Agent of the stock certificates or other certificates or documents representing or evidencing the Pledged Collateral in accordance with the terms of this Agreement, the Collateral Agent will obtain a valid and perfected lien upon, and security interest in, the Pledged Collateral as security for the payment and performance of the Secured Obligations, to the extent such security interest may be perfected by possession;

4.7 the pledge effected hereby is effective to vest in the Collateral Agent, on behalf of the Credit Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein;

4.8 all the Pledged Securities have been duly authorized and validly issued and are fully paid and nonassessable;

4.9 all information set forth herein relating to the Pledged Collateral is accurate and complete in all material respects as of the date hereof; and

4.10 none of the Pledged Securities constitutes margin stock, as defined in Regulation U of the Board of Governors of the Federal Reserve System.

SECTION 5

Registration in Nominee Name; Copies of Notices

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent, on behalf of the Credit Parties, shall have the right (in its reasonable discretion) to hold the Pledged Securities in its own names as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of such Pledgor, endorsed or assigned in blank or in favor of the Collateral Agent. The Pledgors will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Pledgor.

SECTION 6

Voting Rights; Dividends and Interest, Etc.

6.1 Unless and until an Event of Default shall have occurred and be continuing, the Pledgors shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of the Pledged Securities or any part thereof to the extent, and only to the extent, that such rights are exercised for any purpose consistent with, and not otherwise in violation of, the terms and conditions of this Agreement, the Credit Agreement, the other Loan Documents and Applicable Law; provided, however, that the Pledgors will not be entitled to exercise any such right if the result thereof could materially and adversely affect the rights inuring to a holder of the Pledged Securities or the rights and remedies of any of the Credit Parties under this Agreement, the Credit Agreement or any other Loan Document or the ability of the Credit Parties to exercise the same.

6.2 Unless and until a Cash Dominion Event shall have occurred and be continuing, the Pledgors shall be entitled to receive and retain any and all cash dividends paid on the Pledged Collateral to the extent, and only to the extent, that such cash dividends are permitted by, and otherwise paid in accordance with, the terms and conditions of this Agreement, the Credit Agreement, the other Loan Documents and Applicable Law. All noncash dividends, and all dividends paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution, return of capital, capital surplus or paid-in surplus, and all other distributions (other than dividends and distributions referred to in the preceding sentence) made on or in respect of the Pledged Collateral, whether paid or payable in cash or otherwise, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock or partnership interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, amalgamation, arrangement, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by the Pledgor, to the extent required to be paid to the Collateral Agent pursuant to the terms of the Credit Agreement or the other Loan Documents, shall not be commingled by the Pledgors with any of their other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

6.3 Upon the occurrence and during the continuance of a Cash Dominion Event, all rights of the Pledgors to dividends that such Pledgor is authorized to receive pursuant to Section 6.2 above shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends. All dividends received by any Pledgor contrary to the provisions of this Section 6.3 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Pledgor in accordance with the provisions of Section 2.21 of the Credit Agreement in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this Section 6.3 shall be applied in accordance with the provisions of Section 8.

6.4 Upon the occurrence and during the continuance of an Event of Default, all rights of the Pledgors to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to Section 6.1 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit any Pledgor to exercise such rights. After all Events of Default have been cured or waived in writing by the Collateral Agent, the Pledgors will have the right to exercise the voting and consensual rights and powers that they would otherwise be entitled to exercise pursuant to the terms of Section 6.1.

SECTION 7

Remedies upon Default

Upon the occurrence of an Event of Default, it is agreed that the Collateral Agent shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC or other Applicable Law. The rights and remedies of the Collateral Agent shall include, without limitation, the right to take any of or all the following actions at the same or different times:

7.1 The Collateral Agent may sell or otherwise dispose of all or any part of the Pledged Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Pledgor.

7.2 The Collateral Agent shall give the Pledgors at least ten (10) days' prior written notice, by authenticated record, of the Collateral Agent's intention to make any sale of the Pledged Collateral. Such notice, (i) in the case of a public sale, shall state the date, time and place for such sale, (ii) in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Pledged Collateral, or portion thereof, will first be offered for sale at such board or exchange, and (iii) in the case of a private sale, shall state the date after which any private sale or other disposition of the Pledged Collateral shall be made. The Pledgors agree that such written notice shall satisfy all requirements for notice to the Pledgors which are imposed under the UCC with respect to the exercise of the Collateral Agent's rights and remedies upon default. The Collateral Agent shall not be obligated to make any sale or other disposition of any Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale or other disposition of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

7.3 Any public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice of such sale.

7.4 At any public (or, to the extent permitted by Applicable Law, private) sale made pursuant to this Section 7, the Collateral Agent or any other Credit Party may bid for or purchase, free (to the extent permitted by Applicable Law) from any right of redemption, stay, valuation or appraisal on the part of the Pledgors, the Pledged Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Collateral Agent or such other Credit Party from the Pledgors on account of the Secured Obligations as a credit against the purchase price, and the Collateral Agent or such other Credit Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to such Pledgor therefor.

7.5 For purposes hereof, a written agreement to purchase the Pledged Collateral or any portion thereof shall be treated as a sale thereof. The Collateral Agent shall be free to carry out such sale pursuant to such agreement and the Pledgors shall not be entitled to the return of the Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full.

7.6 As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose upon the Pledged Collateral and to sell the Pledged Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

7.7 Each Pledgor recognizes that (i) the Collateral Agent may be unable to effect a public sale of all or a part of the Pledged Collateral by reason of certain prohibitions contained in the Securities Act of 1933, 15 U.S.C. §77, (as amended and in effect, the "Securities Act") or the Securities laws of various states (the "Blue Sky Laws"), but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire the Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof, (ii) that private sales so made may be at prices and upon other terms less favorable to the seller than if the Pledged Collateral were sold at public sales, (iii) that neither the Collateral Agent nor any Credit Party has any obligation to delay sale of any of the Pledged Collateral for the period of time necessary to permit the Pledged Collateral to be registered for public sale under the Securities Act or the Blue Sky Laws, and (iv) that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

7.8 To the extent permitted by Applicable Law, each Pledgor hereby waives all rights of redemption, stay, valuation and appraisal which such Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

SECTION 8

Application of Proceeds of Sale

The proceeds of any sale of Pledged Collateral pursuant to Section 7, as well as any Pledged Collateral consisting of cash, shall be applied by the Collateral Agent as required pursuant to the terms of Section 7.3 of the Credit Agreement.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale or other disposition of the Pledged Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Collateral Agent or of the officer making the sale or other disposition shall be a sufficient discharge to the purchaser or purchasers of the Pledged Collateral so sold or otherwise disposed of and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 9

Registration, Etc.

If the Collateral Agent reasonably determines that it is necessary to sell any of the Pledged Securities at a public sale, each Pledgor agrees that, upon the occurrence and during the continuance of an Event of Default hereunder, such Pledgor will, at any time and from time to time, upon the written request of the Collateral Agent, use its best efforts to take or to cause the Issuer of such Pledged Securities to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Pledged Securities. Without limiting any of its other indemnification obligations under the Loan Documents, each Pledgor agrees to indemnify, defend and hold harmless the Collateral Agent, each other Credit Party, any underwriter and their respective officers, directors, Affiliates and controlling Persons from and against all loss, liability, expenses, costs of counsel (including the reasonable fees and expenses of legal counsel to the Collateral Agent), and claims (including the reasonable costs of investigation) that any of them may incur insofar as such loss, liability, expense or claim arises out of, or is based upon, any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Pledgor or the Issuer of such Pledged Securities by the Collateral Agent or any other Credit Party expressly for use therein. Each Pledgor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the Issuer of such Pledged Securities to qualify, file or register, any of the Pledged Securities under the Securities Act, Blue Sky Laws or other securities laws of such states as may be requested by the Collateral Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. The Pledgors will bear all costs and expenses of carrying out their obligations under this Section 9. Each Pledgor acknowledges that there is no adequate remedy at law for failure by them to comply with the provisions of this Section 9 and that such failure would not be adequately compensable in damages, and therefore agree that their agreements contained in this Section 9 may be specifically enforced.

SECTION 10

Further Assurances

Each Pledgor agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as the Collateral Agent may at any time reasonably request in connection with the administration and enforcement of this Agreement or with respect to the Pledged Collateral or any part thereof or in order better to assure and confirm unto the Collateral Agent its rights and remedies hereunder.

SECTION 11

Intent

This Agreement is being executed and delivered by the Pledgors for the purpose of confirming the grant of the security interest of the Collateral Agent in the Pledged Collateral. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for the ratable benefit of the Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Pledged Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Pledged Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the Pledged Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

PLEDGORS:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELECTRONICS BOUTIQUE HOLDINGS
CORP.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
as Pledgors

By: /s/ Robert A. Lloyd
Name: Robert A. Lloyd
Title: EVP & CFO

KONGREGATE INC., as a Pledgor

By: /s/ J. Paul Raines
Name: J. Paul Raines
Title: CEO

MARKETING CONTROL SERVICES,
INC., as a Pledgor

By: /s/ Kevin Weimerskirch
Name: Kevin Weimerskirch
Title: President & Sec

SOCOM LLC, as a Pledgor

By: /s/ Mark Summey
Name: Mark Summey
Title: President

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: /s/ Stephen Garvin
Name: Stephen Garvin
Title: Managing Director

SCHEDULE I

None of the issuers has any authorized, issued or outstanding membership interests of any class or any commitments to issue any membership interests of any class or any securities convertible into or exchangeable for any membership interests of any class except as otherwise stated in this Schedule I.

<u>Issuer</u>	<u>Record Owner</u>	<u>Type of Interest held by Record Owner</u>	<u>Percentage of Membership Interests held by Record Owner</u>
SOCOM LLC GameStop Texas Ltd.		Member	100%

None of the issuers has any authorized, issued or outstanding shares of its capital stock of any class or any commitments to issue any shares of its capital stock of any class or any securities convertible into or exchangeable for any shares of its capital stock of any class except as otherwise stated in this Schedule I.

Issuer	Record Owner	Class of Shares	Number of Shares held by Record Owner	Number of Issued and Outstanding Shares	Percentage of Shares held by Record Owner
Electronics Boutique Holdings Corp.	GameStop Corp.	Common	100	100	100%
ELBO Inc.	Electronics Boutique Holdings Corp.	Common	100	100	100%
Marketing Control Services, Inc.	Electronics Boutique Holdings Corp.	Common	100	1,000	100%
GameStop, Inc.	Electronics Boutique Holdings Corp.	Class A Common	1,000	1,000,000	100%
		Class B Common	4,000,000	13,000,000	100%
Kongregate, Inc.	Electronics Boutique Holdings Corp.	Common	200	200	100%
EB International Holdings, Inc.	Electronics Boutique Holdings Corp.	Common	100	1,000	100%
Sunrise Publications, Inc.	GameStop, Inc.	Common	1,000,000	1,000,000	100%
GameStop Texas Ltd.	GameStop, Inc.	Common	100	1,000	100%
GameStop Finance Sarl	GameStop Corp.	Ordinary	16,250	16,250	100%

GameStop Group Limited	EB International Holdings, Inc.	Ordinary	7,060	5,907	83.67%
GameStop Global Holdings Sarl	EB International Holdings, Inc.	Ordinary	12,500	12,500	100%
Electronics Boutique Canada Inc.	EB International Holdings, Inc.	Common	4,457,425	Unlimited	100%
Electronics Boutique Australia Pty. Ltd.	EB International Holdings, Inc.	Common	10,000,000	10,000,000	100%
Jolt Online Gaming Limited	EB International Holdings, Inc.	Ordinary	1,000,000	320	90%
		Deferred	40	40	10%



