

**REAL ESTATE CONSULTING AND ADVISORY  
SERVICES AGREEMENT**

This Agreement is entered into as of February \_\_, 2011, by and between DJM Realty Services, LLC ("Consultant"), and Borders Group, Inc. and certain of its affiliates (collectively the "Company" or the "Debtor"), which have filed voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the [ Southern District of New York ](the "Court"), filed under Case Nos. 11- \_\_\_\_ ( ) [Jointly Administered] (collectively the "Bankruptcy Case").

Recitals:

A. The Company's business includes the leased properties set forth on **Exhibit "A"** attached hereto and made a part hereof. The properties are referred to individually as a "Lease," and collectively as the "Leases". The Leases are sometimes also referred to collectively as the "Properties".

B. The Company desires the Consultant to assist in (i) the renegotiation of terms of certain of the Leases, (ii) the disposition of certain of the Leases, (iii) the reduction in claims related to the Leases, and (iv) if requested by the Company, the negotiation of landlord consents to extensions of time to assume or reject Leases. Company seeks to engage the Consultant to provide certain consulting services in connection therewith.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Consulting and Advisory Services. The Consultant shall provide consulting and advisory services with respect to the Properties as follows:

- (i) Meeting with Company to ascertain the Company's goals, objectives and financial parameters;
- (ii) Negotiating the modification of certain of the Leases, as directed by the Company, to obtain rent reductions or other advantageous modifications;
- (iii) Negotiating the termination, assignment or other disposition of certain of the Leases, as directed by the Company, including assisting the Company at an auction of the Properties, if needed;
- (iv) Negotiating waivers or reductions of prepetition cure amounts and Bankruptcy Code § 502(b)(6) claims with respect to Leases;
- (v) As may be directed by the Company, negotiating with landlords to obtain extensions of time to assume or reject Leases;

- (vi) Assisting the Company in the documentation of proposed transactions; and
- (vii) Reporting periodically to the Company regarding the status of negotiations.

2. Term. Subject to the entry of an order of the Court authorizing the Debtor's entry into this Agreement, the term of this Agreement shall be on a month-to-month basis, cancellable by either party on at least five (5) days prior notice to the other party.

3. Compensation/Retainer. As compensation for its services, the Consultant will receive a non-refundable retainer in the amount of \$100,000 per month for each month of the term of this Agreement. The first month's retainer shall be paid upon full execution hereof and monthly thereafter. In addition to the retainer, without further order of the Court, the Consultant shall earn the following fees.

(a) Lease Modifications. As to each Lease assumed by Company for which Consultant's efforts result in a fully-executed Lease modification agreement including a Lease modification of a monetary term in accordance with the Company's directions to Consultant (but excluding any Leases that are assumed and assigned during the Company's Chapter 11 cases pursuant to Section 3(b) hereof to the extent that Consultant bills and is paid for such Leases pursuant to Section 3 (b)), including but not limited to rent reductions and deferrals of rent payments (each a "Renegotiation Transaction"), Consultant's fee shall be: \$1 million if Total Savings equal at least \$96 million or \$1.5 million if Total Savings equal at least \$105 million or \$2 million if Total Savings equal at least \$120 million. In addition, for each additional \$15 million of Total Savings in excess of \$120 million Consultant shall receive an additional fee of \$500,000. "Total Savings" means the sum of Savings for all Renegotiation Transactions but limited to Savings during the first three (3) years of the modified Lease term. "Savings" for any Renegotiation Transaction means the difference between the Occupancy Cost prescribed in the Lease for the period to be modified and the renegotiated Occupancy Cost for the period to be modified (including the amount of any Occupancy Cost payment deferral, provided that such Occupancy Cost payment is deferred for at least three (3) years from the effective date of the Lease modification agreement and such Lease modification agreement includes a Company right to terminate the Lease for convenience or for failing to exceed a prescribed sales threshold, which such right arises at least 30 days and not more than 90 days prior to the date that any such deferred rent will become due or Company waives the foregoing requirement for such Lease in writing in its sole discretion), from the effective date of such Occupancy Cost modification through the end of the Lease term, including any option term exercised as part of the modification. In the event a lease has a remaining term of less than three (3) years and, as part of a Renegotiation Transaction, the term is extended up to three (3) years, then Savings shall be calculated for the term of the Lease extension as the difference between the Occupancy Cost as in effect for the period immediately prior to the term extension and the renegotiated Occupancy Cost. If a Lease modification involves changing all or a portion of base rent to percentage rent, Savings will be determined using the sales figures for the last full twelve (12) months available for the percentage rent component. Savings will also include any Occupancy Cost amounts paid

on behalf of the Company by any Lease guarantor or other third party and the amount of any Bankruptcy Case cure costs, including stub rent, waived by a landlord. "Occupancy Cost" means the sum of base rent, percentage rent, CAM, taxes, insurance and other charges payable by the tenant under the Lease.

As to each Lease for which Consultant's efforts result in a landlord-executed Lease modification agreement including Savings at least equal to Company's written directions to Consultant with regard to such Lease and, for whatever reason, including but not limited to the conversion of the Debtor's bankruptcy case to a Chapter 7 case or to a Chapter 11 liquidating case, either the relevant Renegotiation Transaction is not entered into or the relevant Lease is not later assumed by the Debtor, then for purposes of determining Total Savings and Consultant's fees as set forth in above, such landlord-executed modification will be deemed to be a completed Renegotiation Transaction.

(b) Lease Dispositions: For each closing of a transaction in which any Lease is assigned or otherwise transferred to a third party (including lease termination transactions with landlords, the sale of so-called "Designation Rights" and a sale to a purchaser of substantially all the equity or assets of the Company), the Consultant shall earn a fee in an amount equal to three (3.0%) percent of the Gross Proceeds of such disposition. The term "Gross Proceeds" hereunder means the total amount of consideration paid or payable (including any amounts related to the disposition of equipment, FF&E and post-petition cure costs) by the purchaser, assignee, designation rights purchaser, landlord or other transferee allocable to the transferred real property interest. Lease dispositions will include the disposition of the Company's interest in any subleases.

(c) Reduction in Bankruptcy Claims: For any Lease rejected by the Debtor, if the landlord agrees to reduce or waive the claim it could reasonably assert under Bankruptcy Code § 502(b) (6) or otherwise, the Consultant will receive a fee in an amount equal to three (3.0%) percent of the savings of any distribution that otherwise would have been payable to the landlord in the Debtor's bankruptcy case. Claims reductions will include reductions in any claims related to any subleases.

(d) Extensions of Time to Assume or Reject Leases: If directed by the Debtor to negotiate with landlords to obtain extensions of time to assume or reject Leases, no separate fee shall be payable to Consultant for such work.

(e) Timing of Payments: Consultant's fees provided for in Subsection 3 (a) above shall be earned and payable on the earlier to occur of the date that Total Savings is equal to at least \$96 million and thereafter the applicable additional fees shall be paid when and if Total Savings is equal to any additional thresholds as set forth in Section 3(a). Consultant's fees provided for in Subsection 3 (b) above shall be earned and payable to the Consultant upon the closing of any transaction. Consultant's fees provided for in Subsection 3 (c) above shall be earned and payable on the earlier to occur of the date that the Debtor's plan of reorganization or liquidation filed with the Court shall be final and effective. All fees and expenses payable hereunder are subject to the review of the Bankruptcy Court presiding over the Company's Chapter 11 cases.

(f) Additional Services. Consultant will be compensated for additional consulting services rendered at Debtor's specific request and agreed to by Consultant and that are not otherwise provided for in this Agreement at the rate of \$400 per hour. Consultant will keep time records for such services as may be required by the Court.

(g) Notwithstanding anything herein to the contrary, as to any Lease, DJM shall only receive compensation under Section 3(a), 3(b), or (3)(c) hereof and shall not be entitled to compensation under more than one of such sections.

4. Costs and Expenses. The Consultant shall not be responsible for any transactional costs and/or legal expenses incurred by the Debtor in connection with the retention of the Consultant and its involvement with the Properties. The Company shall reimburse Consultant for (i) its marketing and other out-of-pocket expenses, reasonably incurred in the provision of the consulting and advisory services, not to exceed a budget to be agreed to by the parties in the exercise of their reasonable discretion and which, in no event, shall exceed \$75,000 in the aggregate, and (ii) for its travel expenses reasonably incurred in the provision of the consulting and advisory services.

5. Survival. Except in the event that the Consultant terminates this Agreement without cause or the Company terminates this Agreement for cause, in the event the Debtor, or its successors or assigns, enters into a transaction during the term of this Agreement, the result of which would entitle the Consultant to a fee pursuant to Section 3 of this Agreement, then regardless of who may be the purchaser, assignee, or successful bidder, including any purchaser of substantially all the equity or assets of the Company, the Consultant shall be entitled to its fee pursuant to the terms of this Agreement upon the earlier to occur of (i) consummation of the transaction and (ii) Court approval. In the event the Consultant has had, and has documented, negotiations with a third party or landlord prior to the termination of this Agreement and a transaction(s) covered by this Agreement closes within one hundred eighty (180) days after the expiration of this Agreement, whether such transaction is closed by the Debtor or its successors or assigns, including any purchaser of substantially all the equity or assets of the Company, the Consultant shall be entitled to a fee in accordance with the terms of this Agreement; provided, however, that the Consultant must provide a written list of the third parties with whom it had documented communication and negotiations within ten (10) business days after termination of this Agreement. If, prior to the expiration or termination of this Agreement, Company enters into an agreement with a third party which provides for a Lease renegotiation, disposition or claim reduction and such transaction closes, Consultant shall be entitled to payment in accordance with the terms of this Agreement regardless of the closing date.

6. The Consultant and Company Covenants.

(a) In consideration of this Agreement, the Consultant agrees to utilize reasonable efforts and diligence to achieve the purpose of this Agreement.

(b) The Company shall make available to the Consultant all information concerning the Properties necessary for the performance of the Consultant's obligations hereunder, including landlord contact information, copies of Leases, Lease abstracts and a list of current rent, taxes and other Lease charges, and such other information as Consultant reasonably

requests and which may be in Company's possession or control. All information provided by the Company shall be materially accurate and complete at the time it is furnished and the Company shall, as soon as it becomes aware of any inaccuracy or incompleteness in any information then or later provided to the Consultant, promptly advise the Consultant in writing of such inaccuracy or incompleteness and correct the same.

(c) The Company shall promptly apply to the Court for an order, in a form reasonably acceptable to Consultant, authorizing the Company to retain the Consultant in accordance with this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon the Company or any successor or assignee including but not limited to a Chapter 11 or 7 trustee, examiner or liquidator.

8. Exclusive. During the term hereof, the Consultant has the sole and exclusive authority to perform all services outlined herein, provided that Company may remove properties from Exhibit A in its sole discretion. All relevant inquiries regarding the Properties made to the Company, its representatives or related parties to the Company shall be directed to the Consultant. The Company acknowledges that the Consultant or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement.

9. Indemnification. The Debtor and its estate shall indemnify and hold the Consultant and its affiliates and their respective officers, directors, employees, agents and independent contractors, harmless from and against all claims, demands, penalties, losses, liabilities or damages, including without limitation, reasonable attorney's fees and expenses, directly or indirectly asserted against, resulting from, or related to the Consultant's services provided hereunder, unless such claims, etc. arise as the sole result of the Consultant's gross negligence or willful misconduct.

10. General Provisions.

(a) This Agreement is subject to and contingent upon the entry of an order, in a form reasonably acceptable to Consultant, authorizing the Debtor's entry into this Agreement, which the Debtor agrees to use its best efforts to obtain. The Debtor will provide the Consultant with a copy of the pleadings requesting retention of the Consultant prior to submission to the Court and advise the Consultant of any objection or hearings pertaining to the Consultant's retention. The Consultant shall provide the Debtor with any and all information and documentation reasonably necessary for its retention by the Debtor.

(b) The Company and the Consultant shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.

(c) The Company recognizes and acknowledges that the services to be provided by the Consultant pursuant to this Agreement are, in general, transactional in nature, and, except as may be required pursuant to Section 3 (f), the Consultant will not be billing the Company by the hour or maintaining time records. It is agreed that the Consultant is not

requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein.

(d) Any correspondence or required notice shall be addressed as follows:

**IF TO THE COMPANY:**

Borders Group, Inc.  
100 Phoenix Drive  
Ann Arbor, Michigan 48108  
Attn: General Counsel  
Tel: 734-477-1100  
Fax: 734-477-1285  
Email:

**IF TO THE CONSULTANT:**

DJM Realty Services, LLC  
445 Broad Hollow Road, Suite 225  
Melville, NY 11747  
Attn: Andrew Graiser, Co-President  
Tel: 631-927-0029  
Fax: 631-752-1231  
Email: [agraiser@djmrealty.com](mailto:agraiser@djmrealty.com)

(e) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

(f) By executing or otherwise accepting this Agreement, the Company and the Consultant acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

(g) This Agreement may be executed in original counterparts, and if executed and delivered with facsimile or electronic signatures it shall be deemed the equivalent of an original.

(h) Any and all issues, disputes, claims or causes of action which relate or pertain to, or result or arise from this agreement or the Consultant's services hereunder, shall be subject to the exclusive jurisdiction of the Court.

(i) This Agreement creates no third-party beneficiaries.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Consultant have executed and delivered this Agreement as of the date first above written.

Accepted and Agreed to:

Accepted and Agreed to:

**Borders Group, Inc.**

**DJM Realty Services, LLC**

  
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By:

By: Edward P. Zimmer

Title:

Title: Sr. Managing Director

Dated: February 14, 2011

Dated: February 14, 2011

**Exhibit "A"**  
**PROPERTIES**

**Lease Modification Locations**

Store	Address	City	State
1	Ann Arbor Downtown - 612 E. Liberty (Ground Lease) - Ann Arbor, MI	Ann Arbor	MI
5	Emerybay Marketplace- 5903 Shellmound Street - Emeryville, CA	Emeryville	CA
12	Water Tower Place-4100 University - West Des Moines, IA	West Des Moines	IA
14	The Corners-31150 Southfield Rd. - Birmingham, MI	Beverly Hills	MI
15	Buckhead Triangle-3637 Peachtree Rd., NE - Atlanta, GA	Atlanta	GA
16	Castleton Square - Indianapolis, IN	Indianapolis	IN
19	Novi Town Center-43075 Crescent Blvd. - Novi, MI	Novi	MI
20	Oak Brook Court - 1500 16th Street, Suite D - Oakbrook, IL	Oak Brook	IL
21	1 S.Broad, Suite 100 - Philadelphia, PA	Philadelphia	PA
22	Jay Scutti Plaza-1000 Hylan Drive - Henrietta, NY	Rochester	NY
23	Regency Park SC- 9108 Metcalf Avenue - Overland Park, KS	Overland Park	KS
28	La Place Fashion Centre, 2101 Richmond Rd - Beachwood, OH	Beachwood	OH
30	Rosemont SC- 1149 Lancaster Ave. - Bryn Mawr, PA	Bryn Mawr	PA
38	Grand Central Fashion Plaza-1041 High Ridge Road - Stamford, CT	Stamford	CT
39	Garden City Center, 190 Hillside Rd. - Cranston, RI	Cranston	RI
40	Sunrise Highway- 5151 Sunrise Highway - Bohemia, NY	Bohemia	NY
41	Park City Mall, 940 Plaza Blvd. - Lancaster, PA	Lancaster	PA
43	Lutherville Station SC- 170 W. Ridgely Rd. - Timonium, MD	Lutherville	MD
44	Airport Plaza SC- 231 Airport Plaza - Farmingdale, NY	Farmingdale	NY
45	Crossroads Center- 5871 Crossroads Center Way - Bailey's Crossroads, VA	Baileys Crossroads	VA
46	Springfield Square-1001 Baltimore Pike - Springfield, PA	Springfield	PA
47	South Dixie Highway-9205 S. Dixie Highway - Miami, FL	Miami	FL
49	Waialele Center- 94-821 Lumiaina Street - Waipahu, HI	Waipahu	HI
55	West Farms SC- 1600 South East Road - Farmington, CT	Farmington	CT

61	Woodfield Village Green- 1540 Golf Road - Schaumburg, IL	Schaumburg	IL
62	Promenade of Crocker Park- 30121 Detroit Road - Westlake, OH	Westlake	OH
64	ABQ Uptown, 2240 Q Street NE - Albuquerque, NM	Albuquerque	NM
66	Century Square Building- 1501 Fourth Ave. - Seattle, WA	Seattle	WA
67	South 38th Street - 2508 S. 38th Street - Tacoma, WA	Tacoma	WA
68	San Rafael, CA - 588 Francisco Blvd. West - San Rafael, CA	San Rafael	CA
72	Mission Viejo Freeway Center-25222 El Paseo - Mission Viejo, CA	Mission Viejo	CA
73	Westridge Court SC- 336 S. Route 59 - Naperville, IL	Naperville	IL
74	Northway Mall, 1170 Northway Mall - Pittsburgh, PA	Pittsburgh	PA
75	Edens Plaza, 3232 Lake Ave - Wilmette, IL	Wilmette	IL
76	Meyerland Plaza Shopping Ctr - Houston, TX	Houston	TX
78	Old Town SC- 5500 Greenville Ave. - Dallas, TX	Dallas	TX
79	Neconset Highway- 2130 Neconset Highway - Stony Brook, NY	Stony Brook	NY
80	Geoffrey Drive- 101 Geoffrey Drive - Wilmington, DE	Newark	DE
85	Pentagon City, 1201 Hayes St - Pentagon City, VA	Arlington	VA
87	McCarthy Ranch Marketplace- 15 Ranch Drive - Milpitas, CA	Milpitas	CA
89	Columbia Crossing- 6151 Columbus Circle - Columbia, MD	Columbia	MD
94	Commons Way - 290 Commons Way - Bridgewater, NJ	Bridgewater	NJ
96	Ward Center, 1200 Ala Moana Blvd. - Honolulu, HI	Honolulu	HI
98	Varsity Theatre- 456 University Ave. - Palo Alto, CA	Palo Alto	CA
99	Carousel Center, 9777 Carousel Center Dr - Syracuse, NY	Syracuse	NY
100	Cheektowaga, NY - 2015 Walden Avenue - Buffalo, NY	Cheektowaga	NY
106	The Shops at River Crossing- 8675 Crossing Blvd. - Indianapolis, IN	Indianapolis	IN
107	Boise Towne Square, 350 N. Milwaukee - Boise, ID	Boise	ID
108	Norman Center Court - 300 Norman Center Court - Norman, OK	Norman	OK
110	The Plaza at Sunset Hills - 10990 Sunset Hills Pla - St. Louis, MO	Sunset Hills	MO
111	The Courtyard-Carmel Mountain Ranch- 11160 Rancho - San Diego, CA	San Diego	CA
112	Kamp Washington S/C - 11054 Lee Hwy - Fairfax, VA	Fairfax	VA

113	Olive Blvd. - 11745 Olive Blvd. - Creve Coeur, MO	Creve Coeur	MO
114	Kirby Woods SC - 6685 Poplar Avenue - Germantown, TN	Germantown	TN
119	Brea Plaza - 429 South Associated Rd. - Brea, CA	Brea	CA
120	School Street (Downtown Crossing)- 10-24 School St - Boston, MA	Boston	MA
123	Birch Street - 13105 Birch Street - Omaha, NE	Omaha	NE
125	Bangor Mall - 116 Bangor Mall Blvd. - Bangor, ME	Bangor	ME
126	Park Place SC - 17501 Southcenter Parkway - Tukwila, WA	Tukwila	WA
130	Rocky Ridge TC - 2030 Douglas Blvd. - Roseville, CA	Roseville	CA
133	Maine Mall - 430 Gorham Rd. - South Portland, ME	South Portland	ME
135	East 21st St. - 2740 E 21st St. - Tulsa, OK	Tulsa	OK
136	The Strip, 6751 Strip Ave - Canton, OH	N. Canton	OH
137	Concord Square, 4221 Concord Pike - Wilmington, DE	Wilmington	DE
138	Oak Point Plaza - 4030 Commonwealth Ave. - Eau Claire, WI	Eau Claire	WI
140	The Fountains on the Lake - 12788 Fountain Lake Ct - Stafford, TX	Stafford	TX
145	Huebner Oaks Center, 11745 Ih-10 West - San Antonio, TX	San Antonio	TX
147	Crossroads at Sunset - 1445 West Sunset Rd. - Henderson, NV	Henderson	NV
152	Beaverton Mall North - 2605 SW Cedar Hills Blvd. - Beaverton, OR	Beaverton	OR
153	Maui Marketplace - 270 Dairy Rd. Suite 190 - Kahului, HI	Kahului	HI
155	Meriden Square, 470 Lewis Ave - Meriden, CT	Meriden	CT
162	Quaker Crossing - 3480 Amelia Drive - Orchard Park, NY	Orchard Park	NY
163	Park Meadows, 8557 Park Meadows Center Dr - Littleton, CO	Lone Tree	CO
164	Two Ledgeood Square - 17200 Royalton Road - Strongsville, OH	Strongsville	OH
166	Dodge Street - 7201 Dodge Street - Omaha, NE	Omaha	NE
167	Bridgeport Village SC, 7227 SW Bridgeport Rd - Tualatin, OR	Tigard	OR
168	Grand Traverse Crossing- 2612 Crossing Circle (GL) - Traverse City, MI	Traverse City	MI
169	Ravinia Plaza - 15260 S. La Grange Road - Orland Park, IL	Orland Park	IL
170	Arrowhead Marketplace, 7320 West Bell Rd - Glendale, AZ	Glendale	AZ
173	Rice Lake Square - 101 Rice Lake Square - Wheaton, IL	Wheaton	IL
176	Highland Grove SC - 10135 Indianapolis Blvd. - Highland, IN	Highland	IN

177	Meadowbrook Village - 3000 Whiteford Rd. (GL) - York, PA	York	PA
178	Miller Road - 4135 Miller Rd. - Flint, MI	Flint	MI
180	Woodward Avenue - 34300 Woodward - Birmingham, MI	Birmingham	MI
182	Town Center SC - 802 West Town Center Blvd. - Champaign, IL	Champaign	IL
183	Best in the West Shopping Center, 2190 N. Rainbow Blvd. - Las Vegas, NV	Las Vegas	NV
184	Fair Oaks Blvd-2339 Fair Oaks Blvd. (Ground Lease) - Sacramento, CA	Sacramento	CA
185	Edgewater SC- 2080 California Avenue - Sand City, CA	Sand City	CA
186	Alamo Quarry Market - 255 E. Basse Rd. Suite 350 - San Antonio, TX	San Antonio	TX
188	Village East Center - 2235 Lancaster Dr. NE - Salem, OR	Salem	OR
190	Laguna Crossroads, 7415 Laguna Blvd. - Elk Grove, CA	Elk Grove	CA
191	Redmond Town Center, 16549 N.E. 74th St - Redmond, WA	Redmond	WA
193	Wrangleboro Road - 2200 Wrangleboro Road - Mays Landing, NJ	Mays Landing	NJ
194	Winchester Center - 1122 S. Rochester Rd. - Rochester Hills, MI	Rochester Hills	MI
196	Marketplace at Braintree - 255 Grossman Drive - Braintree, MA	Braintree	MA
197	Randall Road - 1660 S. Randall Rd. - Geneva, IL	Geneva	IL
198	Coldwater Road - 4320 Coldwater Rd. - Fort Wayne, IN	Fort Wayne	IN
199	Centre @ Deane Hill, 202 Morrell Rd - Knoxville, TN	Knoxville	TN
201	Carl D. Silver Parkway - 1220 Carl D. Silver PKWY. - Fredericksburg, VA	Fredericksburg	VA
202	South Washington Street - 1212 S. Washington St. - North Attleboro, MA	North Attleboro	MA
208	Presidential Market Center - 1929 Scenic Highway - Snellville, GA	Snellville	GA
210	East Town Plaza Shopping Center - 2173 Zeier Rd. - Madison, WI	Madison	WI
211	Davis Commons - 500 First St. #1 - Davis, CA	Davis	CA
212	The Shops at River Park - 7722 N. Blackstone Ave. - Fresno, CA	Fresno	CA
215	Chapel Hills Mall, 1710 Briargate Blvd. - Colorado Springs, CO	Colorado Springs	CO
217	Brentwood Square - 1519 S. Brentwood Blvd. - Brentwood, MO	Brentwood	MO
218	Crain Highway - 3304-A Crain Highway - Waldorf, MD	Waldorf	MD
219	Main Street - 162 E. Main Street - Mt. Kisco, NY	Mt. Kisco	NY
220	Airport Square - 801 Bethlehem Pike, 1 Airport Pla - N. Wales, PA	N. Wales	PA

225	Mission Valley Center, 1072 Camino Del Rio North - San Diego, CA	San Diego	CA
226	Howe Ave. - 335 Howe Ave. - Cuyahoga Falls, OH	Cuyahoga Falls	OH
227	Boston Turnpike - 476 Boston Turnpike - Shrewsbury, MA	Shrewsbury	MA
229	Springfield Commons - 6701 Frontier Drive - Springfield, VA	Springfield	VA
230	Winward Mall, - Kaneohe, HI	Kaneohe	HI
231	Village of Merrick Park, - Coral Gables, FL	Coral Gables	FL
232	Grand Central Mall, 850 Grand Central Mall - Parkersburg, WV	Vienna	WV
236	Canton Township - 43435 Ford Road - Canton, MI	Canton Township	MI
237	The Shops at Valley Square - 1565 Main Street - Warrington, PA	Warrington	PA
246	Allen, TX 965 West Bethany Drive	Allen	TX
249	Arlington Highlands - 4000 Arlington Highlands Bl - Arlington, TX	Arlington	TX
250	The Shops at Riverwoods - 4801 N. University Ave. - Provo, UT	Provo	UT
252	Tamarack Bay - 8472 Tamarack Bay - Woodbury, MN	Woodbury	MN
253	Riverview Plaza - 5533 Urbana Pike - Frederick, MD	Frederick	MD
257	North Illinois - 6601 N. Illinois - Fairview Heights, IL	Fairview Heights	IL
258	Stonestown Galleria, 233 Winston Drive - San Francisco, CA	San Francisco	CA
262	Smoketown Stations- 2904 Prince William Pkwy. - Woodbridge, VA	Woodbridge	VA
270	Jericho Turnpike - 425 Jericho Turnpike - Syosset, NY	Syosset	NY
271	Deane Drive - 199 Deane Drive - Rockford, IL	Rockford	IL
276	Church Street - 29 Church Street - Burlington, VT	Burlington	VT
277	Eastgate Mall, 4530 Eastgate Blvd. - Cincinnati, OH	Cincinnati	OH
281	Wynnewood SC - 80 E. Wynnewood Avenue - Wynnewood, PA	Wynnewood	PA
286	Uptown Solon SC - 6025 Kruse Drive, Suite 159 - Solon, OH	Solon	OH
287	Oakway Center - 5 Oakway Center - Eugene, OR	Eugene	OR
289	Parkridge Center - 11270 Bulloch Dr. - Manassas, VA	Manassas	VA
290	The Avenue East Cobb - 4475 Roswell Rd. Ave E Cobb - Marietta, GA	Marietta	GA
291	Tyrone Square, 6999 Tyrone Square - St. Petersburg, FL	St. Petersburg	FL
292	Northridge SC - 4000 East 53rd Street - Davenport, IA	Davenport	IA
293	Six Forks Road - 8825 N. Six Forks Rd. - Raleigh, NC	Raleigh	NC

294	Northridge, 9301 Tampa Ave - Northridge, CA	Northridge	CA
295	Tampa Avenue - 257 Robert C. Daniel Jr. Parkway - Augusta, GA	Augusta	GA
296	Redfield Promenade SC - 4995 South Virginia St. - Reno, NV	Reno	NV
299	Warner Marketplace- 6510 Canoga Ave. - Canoga Park, CA	Canoga Park	CA
300	Winter Park Center - 600 North Orlando Avenue - Winter Park, FL	Winter Park	FL
301	The Commons at Federal Way, 2000 South Commons - Federal Way, WA	Federal Way	WA
327	Merrymeeting Plaza - Route 1 & Route 24 - Brunswick, ME	Brunswick	ME
334	Edwardsville Crossing - 6601 Edwardsville Crossing - Edwardsville, IL	Edwardsville	IL
335	Sequoia Mall, 3405 S. Mooney Blvd - Visalia, CA	Visalia	CA
337	Great Lakes Crossing - 3924 Baldwin Rd. - Auburn Hills, MI	Auburn Hills	MI
338	Thruway Shopping Center, 252 S. Stratford Rd - Winston-Salem, NC	Winston-Salem	NC
340	Fort Eddy Plaza - 76 Fort Eddy Road - Concord, NH	Concord	NH
344	Appalachee Pkwy - 1302 Appalachee Pkwy (Ground) - Tallahassee, FL	Tallahassee	FL
346	Santa Rosa Town Center - 2825 Santa Rosa Ave. - Santa Rosa, CA	Santa Rosa	CA
348	Oakland Plaza Mall, 460 W. 14 Mile - Troy, MI	Troy	MI
349	Borders Plaza - 21031 Triple Seven Rd. - Sterling, VA	Sterling	VA
351	Pleasant Hill - 120 Crescent Drive - Pleasant Hill, CA	Pleasant Hill	CA
354	Hollywood Marketplace - 1501 Vine St. - Hollywood, CA	Hollywood	CA
356	Plaza Las Americas, 525 F.D. Roosevelt - Puerto Rico, PR	Hato Rey	PR
361	Marketplace @ Northglenn - 241 @ 104th St. - Northglenn, CO	Northglenn	CO
364	Square Drive - 30 Square Drive - Victor, NY	Victor	NY
368	Howland Commons - 2102 Niles/Cortland Rd. SE (GL) - Niles, OH	Warren	OH
369	Haines Avenue - 2130 N. Haines Ave. - Rapid City, SD	Rapid City	SD
370	Huntington, 120 Huntington Mall - Barboursville, WV	Barboursville	WV
371	Southport Plaza - 7565 US 31 South - Greenwood, IN	Indianapolis	IN
372	Center at Hagerstown, 17636 Garland Groh Blvd. - Hagerstown, MD	Hagerstown	MD
373	Northridge Plaza -15350 West 119 St - Olathe, KS	Olathe	KS
376	Arbor Place, 6594 Douglas Blvd - Atlanta, GA	Douglasville	GA
380	Paxton Town Centre - Harrisburg, PA	Harrisburg	PA

381	The Centre at River Oaks - 3025 Kirby - Houston, TX	Houston	TX
382	Providence Place, 142 Providence Place - Providence, RI	Providence	RI
383	Midtown Place - 650 Ponce de Leon - Atlanta, GA	Atlanta	GA
384	Milestone Commercial Center - 20926 Frederick Rd. - Germantown, MD	Germantown	MD
386	West End Avenue - 2501 Westend - Nashville, TN	Nashville	TN
388	South Coast Plaza, 3333 Bear St - Costa Mesa, CA	Costa Mesa	CA
390	Lake Street - 1144 Lake St. - Oak Park, IL	Oak Park	IL
391	Brentwood Shopping Center, 330 Franklin Rd - Brentwood, TN	Brentwood	TN
392	Park Place, 5870 E. Broadway Blvd. - Tucson, AZ	Tucson	AZ
394	Valley Square Center - 285 Plainfield Rd. - West Lebanon, NH	West Lebanon	NH
397	Gurnee Super Crown, 6971 West Grand Ave. - Gurnee, IL	Gurnee	IL
401	Broadstone Plaza - 2765 E. Bidwell St. - Folsom, CA	Folsom	CA
405	North State Street Block 36 - 150 N. State St. - Chicago, IL	Chicago	IL
406	Camino Real Marketplace - 7000 Marketplace Ave - Goleta, CA	Goleta	CA
414	Chapel Hill - 4601 W. Freeway - Fort Worth, TX	Fort Worth	TX
415	Flatiron Crossing, 1 West Flatiron Circle Village - Broomfield, CO	Broomfield	CO
417	Willows Shopping Center - 3829 Meridian - Puyallup, WA	Puyallup	WA
419	Fairfield Center - 1499 Post Rd. - Fairfield, CT	Fairfield	CT
421	Water's Place Shopping Center, - Pittsfield Township, MI	Ann Arbor	MI
434	Sandusky Mall - Sandusky, OH	Sandusky	OH
436	Gresham Station - 687 NW 12th St. - Gresham, OR	Gresham	OR
439	Cambridge Galleria - 100 Cambridgeside Place - Cambridge, MA	Cambridge	MA
440	Marketplace @ Hilltop - 1744 Laskin Road - Virginia Beach, VA	Virginia Beach	VA
441	St. Vrain Retail Centre - 1101 S. Hover Street - Longmont, CO	Longmont	CO
442	Viewmont Mall - 100 Viewmont Mall (Ground) - Scranton, PA	Dickson City	PA
444	Southland Mall, 23000 Eureka Rd - Taylor, MI	Taylor	MI
445	Independence Mall, 101 Independence Mall Way - Plymouth, MA	Kingston	MA
446	Shoppes @ Brinton Lake, 965 Baltimore Pike - Concord Township, PA	Glen Mills	PA
448	The Loop, 90 Pleasant Valley St - Methuen, MA	Methuen	MA

449	Houston Galleria, 5061 Westheimer Rd - Houston, TX	Houston	TX
451	Annapolis Mall, 1115 Anapolis Mall - Annapolis, MD	Annapolis	MD
452	Downtown Silver Spring - 8518 Fenton Street - Silver Spring, MD	Silver Spring	MD
453	Cannery Mall - 777 NW Ninth Street - Corvallis, OR	Corvallis	OR
454	Colonial Promenade Beechwood - 196 Alps Rd. - Athens, GA	Athens	GA
461	The Village @ Cambridge Crossing - 4010 Dearborn - Mouth Laurel, NJ	Mt. Laurel	NJ
463	The River at Rancho Mirage - 71800 Highway 111 - Rancho Mirage, CA	Rancho Mirage	CA
464	Summitwoods Crossing, 1664 N.W. Chipman Rd - Lee Summit, MO	Lee'S Summit	MO
466	Riverdale Crossing Shopping Center - Riverdale, NJ	Riverdale	NJ
471	Crossgates Mall - Albany, NY	Albany	NY
472	Dogwood Festival, 100 Dogwood Blvd. - Flowood, MS	Flowood	MS
473	El Camino Real - 316 W. El Camino Real - Sunnyvale, CA	Sunnyvale	CA
476	Forum at Olympia Parkway - 8340 Agora Pkwy - San Antonio, TX	Selma	TX
479	Interstate Shopping Plaza, 235 Interstate Shopping Center - Ramsey, NJ	Ramsey	NJ
484	Dolphin Mall, 11401 N.W. 12th Street - Miami, FL	Miami	FL
486	New Market Square, 2441 N. Maize Rd - Wichita, KS	Wichita	KS
489	Monmouth Plaza - 135 Highway 35 - Eatontown, NJ	Eatontown	NJ
495	LaGrange Crosising - 1 N. LaGrange Road - LaGrange, IL	Lagrange	IL
496	Stonecrest Mall, 8000 Mall Parkway - Atlanta, GA	Lithonia	GA
500	Broadmoor Towne Center - 2120 Southgate Road - Colorado Springs, CO	Colorado Springs	CO
512	Bakersfield - 4980 Stockdale Highway - Bakersfield, CA	Bakersfield	CA
513	Valley Mall, 1700 East Washington Ave. - Union Gap, WA	Union Gap	WA
514	Champlain, 60 Smithfield Blvd. - Plattsburg, NY	Plattsburgh	NY
515	Salmon Run, 21182 Salmon Run Loop West - Watertown, NY	Watertown	NY
521	Plaza El Paseo - 22372 El Paseo - Rancho Santa Margarita, CA	Rancho Santa Margarita	CA
522	Colorado Mills, 14500 W. Colfax Ave. - Lakewood, CO	Lakewood	CO
524	Waterford Commons - 815 Hartford Turnpike - Waterford, CT	Waterford	CT
531	Riverdale Village, 3577 River Rapids Drive - Coon Rapids, MN	Coon Rapids	MN

532	Northpointe Plaza - 9980 Newport Road - Spokane, WA	Spokane	WA
534	Canyon Point @ Summerlin Centre - 10950 W. Charles - Las Vegas, NV	Las Vegas	NV
537	Madonna Plaza - 243 Madonna Road - San Luis Obispo, CA	San Luis Obispo	CA
539	Governors Square, 2801 Wilma Rudolph Blvd. - Clarksville, TN	Clarksville	TN
544	Plaza Santa Fe - 3513 Zafarano Drive - Santa Fe, NM	Santa Fe	NM
547	Shoppes at Grand Prairie, 5201 West War Memorial Drive - Peoria, IL	Peoria	IL
551	Monte Vista Crossings - 2831 Countryside Drive - Turlock, CA	Turlock	CA
555	Coeur D'Alene - 450 West Wilbur Avenue - Coeur D'Alene, ID	Coeur D'Alene	ID
557	Brighton Towne Square - 8101 Movie Drive - Brighton, MI	Brighton	MI
558	Stonecrest Piper Glen - 7836 Rea Road - Charlotte, NC	Charlotte	NC
560	Market Place West - 2833 King Avenue - Billings, MT	Billings	MT
567	Bayshore Mall, 3300 Broadway - Eureka, CA	Eureka	CA
568	Rockaway Townsquare Outparcel, 327 Mt. Hope Ave. - Rockaway Township, NJ	Rockaway	NJ
570	Mountain View Plaza - 2395 N. Hwy. 93 - Kalispell, MT	Kalispell	MT
572	Cedarwood - 1200 South Duff Avenue - Ames, IA	Ames	IA
573	Flemington Mall - 325 Highway 202 - Flemington, NJ	Flemington	NJ
580	Market Street - 9595 Six Pines Drive - The Woodlands, TX	Houston	TX
581	Carson Valley Plaza - 911 Topsy Lane - Carson City, NV	Carson City	NV
582	2 Penn Plaza - New York, NY	New York	NY
583	Southside Plaza - 3 South Side Drive - Clifton Park, NY	Clifton Park	NY
585	North Towne Plaza - 5901 Wyoming Blvd. NE - Albuquerque, NM	Albuquerque	NM
586	Santa Anita, 400 S. Balwin Ave. - Arcadia, CA	Arcadia	CA
589	El Paseo Simi - 2910 Tapo Canyon Road - Simi Valley, CA	Simi Valley	CA
590	Shops at the Pond - 739 Donald J. Lynch Blvd. - Marlborough, MA	Marlborough	MA
591	Monadnock Marketplace - 30 Ash Brook Rd. - Keene, NH	Keene	NH
592	Columbus Circle - 10 Columbus Circle - New York, NY	New York	NY
594	Riverhead Centre - 1500 Old Country Road - Riverhead, NY	Riverhead	NY
597	The Shoppes at Atlas Park - 80-16 Cooper Ave. - Glendale, NY	Glendale	NY
598	The Pinnacle at Turkey Creek - 11235 Parkside Driv - Knoxville, TN	Knoxville	TN

599	Plaza El Segundo - 710 South Sepulveda Blvd - El Segundo, CA	El Segundo	CA
603	Town Square, 6521 Las Vegas Blvd. South - Las Vegas, NV	Las Vegas	NV
606	Rosedale, 866 Rosedale Center - Roseville, MN	Roseville	MN
615	Louisville - 3050 Bardstown Rd. - Louisville, KY	Louisville	KY
616	Shelbyville Road Plaza - 4600 Shelbyville Rd. - St. Matthews, KY	Louisville	KY
620	South County Center, 20 S. Count Centerway - St. Louis, MO	St. Louis	MO
625	Kennedy Mall, 555 John F. Kennedy Rd - Dubuque, IA	Dubuque	IA
629	Mill Plain Plaza - 811 SE 160th Ave - Vancouver, WA	Vancouver	WA
631	Algonquin Commons, 2216 South Randall Rd - Algonquin, IL	Algonquin	IL
645	Victoria Gardens, 12370 South Mainstreet - Rancho Cucamonga, CA	Rancho Cucamonga	CA
647	Galleria at Crystal Run - Middletown, NY	Middletown	NY
653	Franklin Park, 5001 Monroe St - Toledo, OH	Toledo	OH
654	Galleria at Pittsburgh Mills, 133 Pittsburgh Mills Circle - Frazier Township, PA	Tarentum	PA
656	Riverside Plaza - 3615 Riverside Plaza Drive - Riverside, CA	Riverside	CA
657	Crestview Hills Town Center - 2785 Dixie Hwy - Crestview Hills, KY	Crestview Hills	KY
661	Pearlridge Center, 98-1025 Moanalua Rd - Aiea, HI	Aiea	HI
662	Warrenton, 251 W. Lee Highway - Warrenton, VA	Warrenton	VA
667	Northlake Mall, 6801 Northlake Mall Drive - Charlotte, NC	Charlotte	NC
676	Superstition Springs Center, 6555 E. Southern Ave. - Mesa, AZ	Mesa	AZ
683	Everett, 1402 SE Everett Mall Way - Everett, WA	Everett	WA
686	Baybrook Passage - 19419 Gulf Freeway - Webster, TX	Webster	TX
692	Nut Tree Village - 1641 East Monte Vista Ave - Vacaville, CA	Vacaville	CA
694	Lycoming Mall, 300 Lycoming Mall Circle - Muncy, PA	Pennsdale	PA
695	Capital Mall - Olympia, WA	Olympia	WA
801	Shoppes at Stroud, - Stroud Township, PA	Stroudsburg	PA
802	Mansfield Crossing - Mansfield, MA	Mansfield	MA
804	Shadow Lake Towne Center - 7775 Olson Drive - Papillion, NE	Papillion	NE
830	Baton Rouge, (Mall of Louisiana), LA 6401 Bluebonnet Blvd.	Baton Rouge	LA
831	National City, CA (Plaza Bonita) 3030 Plaza Bonita Rd, Space 2540	National City	CA
832	Panama City Beach, FL 15575 Starfish Drive	Panama City Beach	FL

834	Dedham, MA - Rte 1 & Elm Street, Legacy Place	Dedham	MA
835	Noblesville, IN 13145 Levinson Lane	Noblesville	IN

**Closing Store Locations (excluded from fee calculations pursuant to Section 3 (a))**

Store	Address	City	State
2	Kenny Road - 4545 Kenny Road - Columbus, OH	Columbus	OH
3	Village of Shorewood Hills-3750 University Ave. - Madison, WI	Madison	WI
9	Crossgates Shopping Center- 1775 North Highland Rd - Pittsburgh, PA	Pittsburgh	PA
10	White Flint, 11301 Rockville Pike - Bethesda, MD	Kensington	MD
18	Tucson Fiesta-4235 N. Oracle Rd. - Tucson, AZ	Tucson	AZ
29	Tyson's Corner-8027 Leesburg Pike - Vienna, VA	Vienna	VA
31	Bonaventure SC-1501 Plymouth Rd. - Minnetonka, MN	Minnetonka	MN
32	Preston Oaks Shop Center-10720 Preston Rd. - Dallas, TX	Dallas	TX
33	49 S. Waukegan Road - Deerfield, IL	Deerfield	IL
34	Garden State Plaza, - Paramus, NJ	Paramus	NJ
50	K Street NW- 1801 K Street NW - Washington, DC	Washington	DC
52	Price Club Plaza- 1260 Old Country Road - Westbury, NY	Westbury	NY
53	Utica Park Place- 45290 Utica Park Blvd. - Utica, MI	Utica	MI
54	Biltmore Fashion, 2402 E. Camelback Rd. - Phoenix, AZ	Phoenix	AZ
57	Union Square- 400 Post Street - San Francisco, CA	San Francisco	CA
59	Andover Street- 151 Andover Street - Peabody, MA	Peabody	MA
60	The Crossroads at Buckland Hills- 59 Pavilions Dr. - Manchester, CT	Manchester	CT
69	Mesa Fiesta SC- 1361 S. Alma School Road - Mesa, AZ	Mesa	AZ
71	Fairlaine TC - 5601 Mercury Drive - Dearborn, MI	Dearborn	MI
81	Sahara Pavilion South Shopping Center, 2323 S. Decatur Blvd. - Las Vegas, NV	Las Vegas	NV
86	Torrance Blvd- 3700 Torrance Blvd. - Torrance, CA	Torrance	CA
88	K-Mart Shopping Center #7569 - 1100 E. Dimond Blvd - Anchorage, AK	Anchorage	AK
90	Preston Shepard Place, 1601 Preston Rd - Plano, TX	Plano	TX
92	West Broad Street- 9750 W. Broad St. - Glen Allen, VA	Glen Allen	VA
95	K-mart Kukui Center- 4303 Nawiliwili - Kauai, HI	Lihue	HI

101	North Clark Street - 2817 North Clark Street - Chicago, IL	Chicago	IL
103	The Domain, 3309 Esperanza Crossing - Austin, TX	Austin	TX
105	Perimeter Plaza- 5055 S. Plaza Lane - Montclair, CA	Montclair	CA
116	Dayton Mall, 2700 Miamisburg Centerville Rd - Dayton, OH	Dayton	OH
117	Metro 580 SC - 4575 Rosewood Drive - Pleasanton, CA	Pleasanton	CA
122	Rock Road - 1715 Rock Rd. & 13th St. - Wichita, KS	Wichita	KS
124	Sunrise Center- 2240 E. Sunrise Blvd. - Ft. Lauderdale, FL	Ft Lauderdale	FL
132	Devonshire Place SC - 1751 Walnut Street - Cary, NC	Cary	NC
134	Oakwood Plaza- 3605 High Point Rd. - Greensboro, NC	Greensboro	NC
139	Los Altos Market Center - 2110 Bellflower Blvd. - Long Beach, CA	Long Beach	CA
141	El Camino Real -2925 El Camino Real (Ground Lease) - San Mateo, CA	San Mateo	CA
143	Mall Boulevard - 200 Mall Blvd. - Monroeville, PA	Monroeville	PA
144	Evanston - 1700 Maple Avenue - Evanston, IL	Evanston	IL
146	Vista Ridge, 2403 S. Stemmons - Lewisville, TX	Lewisville	TX
148	Dale Mabry Highway - 909 Dale Mabry - Tampa, FL	Tampa	FL
149	Brand Blvd. - 100 S. Brand Blvd. - Glendale, CA	Glendale	CA
151	Northwest Expressway - 3209 North Expressway - Oklahoma City, OK	Oklahoma City	OK
154	Century City, 10250 Santa Monica Blvd - Los Angeles, CA	Los Angeles	CA
165	Connecticut Post Mall, 1201 Boston Post Rd - Milford, CT	Milford	CT
171	N.Dale Mabry - 12500 N. Dale Mabry - Tampa, FL	Tampa	FL
172	Northwest Square, 6670 Sawmill Rd - Dublin, OH	Columbus	OH
174	Bowie Gateway Center - 4420 Mitchellville Rd. - Bowie, MD	Bowie	MD
175	Woodmill Commons - 1075 Woodland Rd. - Reading, PA	Reading	PA
179	King Kullen Plaza - 68 Veterans Memorial Highway - Commack, NY	Commack	NY
181	Altamonte Crossing - 880 W. State Road 436 - Altamonte Springs, FL	Altamonte Springs	FL
189	Shops at Lyndale - 800 W. 78th Street - Richfield, MN	Richfield	MN
192	Old Town Center, 20 University Ave. - Los Gatos, CA	Los Gatos	CA
195	Princess City SC - 4230 Grape Road (Ground Lease) - Mishawaka, IN	Mishawaka	IN

200	Park Avenue - 461 Park Ave. - New York, NY	New York	NY
203	7th & New Hampshire St.-700 New Hampshire St. (GL) - Lawrence, KS	Lawrence	KS
204	Marketplace at Oxford Valley- 2343 E. Lincoln HW - Langhorne, PA	Langhorne	PA
206	Crossroads Center - 75-1000 Henry Street - Kailua-Kona, HI	Kailua-Kona	HI
207	Timberlin Village - 8801 Southside Blvd. Suite 10 - Jacksonville, FL	Jacksonville	FL
209	Ivanough Road - 990 Ivannough Rd. - Hyannis, MA	Hyannis	MA
213	Central Plaza Shopping Center - Ballwin, MO	Ballwin	MO
214	Federal Road- 110 Federal Road (Ground Lease) - Danbury, CT	Danbury	CT
222	Sunrise Blvd. - 12171 W. Sunrise Blvd. - Plantation, FL	Plantation	FL
224	Cerritos TC - 12741 Center Drive - Cerritos, CA	Cerritos	CA
228	Kips Bay Plaza - 576 Second Ave. - New York, NY	New York	NY
233	Alameda TC - 2245 South Shore Center - Alameda, CA	Alameda	CA
234	Uptown Gig Harbor - 4601 Point Fosdick Dr. NW - Gig Harbor, WA	Gig Harbor	WA
235	Holyoke Mall, - Springfield, MA	Holyoke	MA
241	Freehold Raceway Mall - Freehold, NJ	Freehold	NJ
243	Eastvale Gateway - 12423 Limonite Ave - Mira Loma, CA	Mira Loma	CA
247	Southpark Meadows SC - 9500 South IH 35 Service Rd - Austin, TX	Austin	TX
251	Wayside Commons SC - Burlington, MA	Burlington	MA
254	West Oaks Mall (Ground Lease), 9441 W. Colonial Drive - Ocoee, FL	Ocoee	FL
255	Daniel Webster Highway- 281 Daniel Webster Hwy. - Nashua, NH	Nashua	NH
256	Parkway Pointe Center - 3101 Cobb Parkway - Atlanta, GA	Atlanta	GA
259	Oviedo Crossing - 8285 Red Bug Lake Road (GL) - Oviedo, FL	Oviedo	FL
263	South Lake Avenue - 475 S. Lake Avenue - Pasadena, CA	Pasadena	CA
264	South Yale - 8015 S. Yale - Tulsa, OK	Tulsa	OK
265	Crystal Point SC - 6000 Northwestern HWY - Crystal Lake, IL	Crystal Lake	IL
266	Block at Orange, 20 City Blvd W - Orange, CA	Orange	CA
267	Midway Marketplace - 1390 W. University Ave. - St. Paul, MN	St. Paul	MN
273	Kercheval Avenue - 17141 Kercheval Avenue - Grosse Pointe, MI (212) 421-5475	Grosse Pointe	MI
274	West Winchester - 132 E. Winchester - Murray, UT	Murray	UT
278	Montezuma, 500 Montezuma - Santa Fe, NM	Santa Fe	NM
279	Sand Lake - 1051 W. Sand Lake Road - Orlando, FL	Orlando	FL

280	Veterans Memorial Blvd.-3131 Veterans Memorial Blv - Metairie, LA	Metairie	LA
282	Chandler Pavillions - 870 N. 54th Street - Chandler, AZ	Chandler	AZ
284	West 95th St - 2210 W. 95th St. - Chicago, IL	Chicago	IL
285	Friendship Centre SC - 5333 Wisconsin Ave NW - Washington, DC	Washington	DC
297	Valencia Town Ctr, 24445 Town Center Dr - Valencia, CA	Valencia	CA
298	East West Commons SC - 1605 East-West Connector Rd - Austell, GA	Austell	GA
302	Watchung Square - 1515 Route 22 West, Suite 02 - Watchung, NJ	Watchung	NJ
303	Arborland Mall - 3527 Washtenaw Ave. - Ann Arbor, MI	Ann Arbor	MI
318	Pinnacle Hills, 2203 South 45th St - Rogers, AR	Rogers	AR
329	Chesterfield, 2040 Chesterfield Mall - Chesterfield, MO	Chesterfield	MO
330	The 501 Boylston St. Condos - 511 Boylston St. - Boston, MA	Boston	MA
333	Beaver Creek Crossings S. - 1541 Beaver Creek Comm - Apex, NC	Apex	NC
336	Riverpoint Village SC - 8705 N. Port Washington - Fox Point, WI	Fox Point	WI
342	Paradise Village SC - 4555 East Cactus Rd. - Paradise Valley, AZ	Phoenix	AZ
345	Whitehall Mall - 1937 Whitehall Mall(Ground Lease) - Whitehall, PA	Whitehall	PA
347	Northgate Mall, 9459 Colerain Ave - Cincinnati, OH	Cincinnati	OH
355	Oak Square - 6837 Newberry Rd. - Gainesville, FL	Gainesville	FL
357	Vintage Commons - 3900 Sisk Road (Ground Lease) - Modesto, CA	Modesto	CA
358	Creekside Commons - 9565 Mentor Ave. - Mentor, OH	Mentor	OH
359	Ventura Blvd - 14651 Ventura Blvd. - Sherman Oaks, CA	Sherman Oaks	CA
360	The Marketplace @ Mill Creek - 1705 - Gwinnett County, GA	Buford	GA
362	Gaslamp District - 668 6th Avenue - San Diego, CA	San Diego	CA
363	Randhurst Mall - 909 N. Elmhurst Rd (Ground) - Mt. Prospect, IL	Mt. Prospect	IL
365	Creekside Crossing SC - 404-101 East Six Forks Rd. - Raleigh, NC	Raleigh	NC
367	Westgate, 4477 S. Lamar - Austin, TX	Austin	TX
374	Howard Hughes Center - 6081 Center Dr. - Westchester, CA	Los Angeles	CA
375	Southwest Plaza, 8501 West Bowles - Littleton, CO	Littleton	CO
377	Millcreek Pavillion (Ground Lease), 2088A Interchange Rd - Erie, PA	Erie	PA
378	Simsbury Commons - 500 Bushy Hill Road - Simsbury, CT	Simsbury	CT

379	The Shops at Bishop Ranch - 120 Sunset Dr. - San Ramon, CA	San Ramon	CA
387	1200 Pacific Ave. - Santa Cruz, CA	Santa Cruz	CA
389	Saratoga Springs - 395 Broadway - Saratoga Springs, NY	Saratoga Springs	NY
395	Treasure Coast, 3066 NW Federal Hwy - Jensen Beach, FL	Jensen Beach	FL
402	Yorba Linda - 22401 Old Canal Rd. - Yorba Linda, CA	Yorba Linda	CA
404	Fremont Hub Shopping Center, 39210 Fremont Hub - Fremont, CA	Fremont	CA
407	Twenty Ninth Street, 1750 Twenty ninth St - Boulder, CO	Boulder	CO
408	Main Street Commons - 3539 E. Main - St. Charles, IL	St. Charles	IL
410	Granada Shoppes - 10600 Tamiami Trail North - Naples, FL	Naples	FL
411	Ernest W. Barrett Pkwy -65 Ernest W. Barrett (GL) - Kennesaw, GA	Kennesaw	GA
413	The Eik Lakes - 2863 35th Ave. - Greeley, CO	Greeley	CO
443	Union Landing - 3211 Union Landing Blvd. (Ground) - Union City, CA	Union City	CA
450	The District @ Tustin Legacy - 2493 Park Ave. - Tustin, CA	Tustin	CA
455	Capital City Commons - 3515 Gettysburg Road - Camp Hill, PA	Camp Hill	PA
457	Eastside Shopping Center - 5986 Penn Circles South - Pittsburgh, PA	Pittsburgh	PA
462	Colleyville Town Center - 5615 Colleyville Blvd. - Colleyville, TX	Colleyville	TX
467	Southridge Mall - 5250 S. 76th Street - Greendale, WI	Greendale	WI
470	Parkway Plaza, 159 Fletcher Parkway - El Cajon, CA	El Cajon	CA
475	Vernon Hills SC - 680 White Plains Road - Scarsdale, NY	Scarsdale	NY
480	Bolingbrook Retail Center - 161 N. Webbre - Bolingbrook, IL	Bolingbrook	IL
481	Arapahoe Crossings - 6606 South Parker Road - Aurora, CO	Aurora	CO
482	Plaza Escorial - 5891 Plaza Escorial - Carolina, PR	Carolina	PR
483	Norridge Commons - 7100 @. Forest Preserve Drive - Norridge, IL	Norridge	IL
485	Esplanade Shopping Center - 241 W. Esplanade Drive - Oxnard, CA	Oxnard	CA
487	The Plaza at King of Prussia, 650 Mall Blvd. - King of Prussia, PA	King Of Prussia	PA
488	South Meridian - 11 S. Meridian St. - Indianapolis, IN	Indianapolis	IN
490	US Highway & Sage Road - 1807 Fordham Blvd. - Chapel Hill, NC	Chapel Hill	NC
491	Santana Row, 356 Santana Row - San Jose, CA	San Jose	CA

492	Mid Rivers Mall, 1320 Mid Rivers Mall - St. Peters, MO	St. Peters	MO
493	Brandon Crossroads - 2020 Town Center Blvd. - Brandon, FL	Brandon	FL
497	Chino Spectrum Marketplace, 3833 Grand Ave - Chino, CA	Chino	CA
498	Northland Plaza - 2520 Sycamore Road - DeKalb, IL	Dekalb	IL
499	Fort Lee Town Centre - 1642 Schlosser Street - Fort Lee, NJ	Ft. Lee	NJ
503	Village of McHenry - 2221 Richmond Road - McHenry, IL	Mchenry	IL
504	Carmel - 2381 Pointe Parkway - Carmel, IN Teri Young (630) 218-8000 young@inlandgroup.com	Carmel	IN
507	Pyramid, 40 Catherwood Rd - Ithaca, NY	Ithaca	NY
508	Evansville Pavilion - 6401 E. Lloyds Expressway - Evansville, IN	Evansville	IN
516	Normal - 200 A North Greenbriar Drive - Normal, IL	Normal	IL
517	Lincoln Village - 6103 N. Lincoln Avenue - Chicago, IL	Chicago	IL
518	Wabash Landing - 348 E. State Street - West Lafayette, IN	West Lafayette	IN
523	The Promenade on the Peninsula - 550 Deep Valley - Rolling Hills, CA	Rolling Hills Estates	CA
527	LaHabra Westridge Plaza - 1310 S. Beach Blvd. - LaHabra, CA	La Habra	CA
529	Primrose Marketplace - 3300 S. Glenstone Avenue - Springfield, MO	Springfield	MO
530	Gateway Plaza - 14 Danbury Road - Wilton, CT	Wilton	CT
533	Brookwood Place on Peachtree - 1745 Peachtree St - Atlanta, GA	Atlanta	GA
536	Thoroughbred Village @ Coolsprings-545 Coolsprings - Franklin, TN	Franklin	TN
538	Scottsdale 101 - 7000 E. Mayo Blvd - Phoenix, AZ	Phoenix	AZ
541	Town Centre Plaza - 2709 N. Mesquite Drive - Mesquite, TX	Mesquite	TX
542	Capital Centre - 931 Capital Centre Blvd. - Landover, MD	Largo	MD
543	ASQ Center - 101 West Wisconsin Avenue - Milwaukee, WI	Milwaukee	WI
545	Dillon Ridge Marketplace - 264 Dillon Ridge Way - Dillon, CO	Dillon	CO
548	Gallatin Mall, 2865 North 19th Ave. - Bozeman, MT	Bozeman	MT
549	Hyde Park - 1539 E. 53rd Street - Chicago, IL	Chicago	IL
553	Cache Valley Plaza - 1050 North Main Street - Logan, UT	Logan	UT
554	Uptown Chicago - 4718 N. Broadway Ave. - Chicago, IL	Chicago	IL
556	Fourth Street Live - 400 S. 4th Street - Louisville, KY	Louisville	KY

562	Grand Mesa Center - 2464 US Highway 6 & 50 - Grand Junction, CO	Grand Junction	CO
564	Lincoln Park Centre - 755 W. North Ave. - Chicago, IL	Chicago	IL
565	Shops at Boardwalk - 8628 North Boardwalk Ave. - Kansas City, MO	Kansas City	MO
566	100 Broadway - New York, NY	New York	NY
569	The Shoppes @ Arbor Lakes Phase II, 12059 Elm Creek Rd. - Maple Grove, MN	Maple Grove	MN
571	2520 S. Hurstborne Gem Lane - Louisville, KY	Louisville	KY
575	Matteson Plaza - 4824 West 211th Street - Matteson, IL	Matteson	IL
576	Pico Rivera Town Center - 8852 Washington Blvd. - Pico Rivera, CA	Pico Rivera	CA
584	Gateway Station - 1131 N. Burleson Blvd. - Burleson, TX	Burleson	TX
587	Oakridge Mall, 925 Blossom Hill Rd - San Jose, CA	San Jose	CA
588	Deerfield Towne Center, 5105 Deerfield Blvd. - Mason, OH	Mason	OH
593	Clearwater Mall, 2683 Gulf to Bay Blvd. - Clearwater, FL	Clearwater	FL
595	Nine Mall Plaza - 1820 South Road - Poughkeepsie, NY	Poughkeepsie	NY
596	Gateway Pavilions - 10100 W. McDowell Road - Avondale, AZ	Avondale	AZ
600	Southlake Mall, 2074 Southlake Mall - Merrillville, IN	Merrillville	IN
601	Medina Grande Shops - 4927 Grande Shops Ave - Medina Township, OH	Medina	OH
604	Gulf Coast Town Center, - Ft. Myers, FL	Fort Myers	FL
605	San Francisco Center, 845 Market St - San Francisco, CA	San Francisco	CA
612	3600 McKinney Avenue - Dallas, TX	Dallas	TX
619	Alderwood, 3000 184th St - Lynnwood, WA	Lynnwood	WA
621	Park West Place - 10776 Trinity Parkway - Stockton, CA	Stockton	CA
626	Paradise Plaza - 3800 S. Tamiami Trail - Sarasota, FL	Sarasota	FL
632	Mayaguez Mall, Avenida Hostos 975 - Mayaguez, PR	Mayaguez	PR
636	Stafford Market Place SC - 1240 Stafford Market - Stafford, VA	Stafford	VA
641	Scottsdale Waterfront - 7135 East Camelback Rd. - Scottsdale, AZ	Scottsdale	AZ
658	The Shoppes at North Village - 5201 N. Belt Hwy - St. Joseph, MO	St. Joseph	MO
682	Patrick Henry, 12300 Jefferson Ave. - Newport News, VA	Newport News	VA
684	Cottonwood Corners Phase III - 10420 Coors Bypass - Albuquerque, NM	Albuquerque	NM
685	Winchester Station - 2420 S. Pleasant Valley Road - Winchester, VA	Winchester	VA
690	The Pike at Rainbow Harbor - 101 South Pine Ave - Long Beach, CA	Long Beach	CA

691	Johns Creek Towne Center - 3630 Peachtree Pkwy - Suwanee, GA	Suwanee	GA
803	Wareham, MA (Wareham Crossing) 2421 Cranberry Hwy, Ste 460	Wareham	MA
829	New Orleans, LA 3338 St. Charles Ave	New Orleans	LA
833	Southbury, CT 100 Main Street North, Spc 17	Southbury	CT