

Relief Requested

1. The Debtors seek entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**: (a) authorizing (i) the rejection of certain unexpired leases, including any guaranties thereof and any amendments, modifications, or subleases thereto (each, a “Lease,” and collectively, the “Leases”) for nonresidential real property located at the premises (collectively, the “Premises”) set forth on **Exhibit 1** to **Exhibit A** attached hereto and (ii) the abandonment of certain equipment, fixtures, furniture, or other personal property (the “Personal Property”) that may be located at the Premises, each effective *nunc pro tunc* to December 31, 2017; and (b) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Bankruptcy Rule 6004, 6006, and 6007 and Local Rule 9013-1.

Leases to Be Rejected

5. The Debtors operate approximately 374 stores, and prior to the Petition Date, the Debtors began shuttering 97 of those stores. This motion seeks to reject the Leases of such closing stores.³ The Debtors anticipate that as of December 31, 2017—following approximately five weeks of store closing sales at the implicated Premises—the Debtors will have ceased operations at 97 brick and mortar retail locations, vacated the Premises, and delivered possession and the keys to the respective landlords of the Premises.⁴ The Debtors will notify, on or before December 31, 2017, each affected landlord in writing of the Debtors’ unequivocal and irrevocable decision to surrender the Premises and abandon possession to each applicable landlord and to reject each applicable Lease. To preserve value for their estates by avoiding unnecessary rent costs the Debtors hereby seek to reject the Leases—which comprise the nonresidential real property leases for the stores in which the Debtors are in the process of winding down operations—effective as of December 31, 2017.⁵

6. As a result of the Debtors’ actions, the landlords will have had ample notice of the Debtors’ irrevocable and unequivocal surrender of the Premises and associated abandonment of any remaining Personal Property at the Premises.

³ Contemporaneously herewith, the Debtors filed *Debtors’ Motion Seeking Entry of an Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief*. If granted, such motion would not apply to the Leases being rejected under this motion.

⁴ Contemporaneously herewith, the Debtors filed the *Debtors’ Motion Seeking Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Agency Agreement, (II) Approving Procedures for Store Closing Sales, and (III) Granting Related Relief*, which includes a description of the liquidation sales taking place at the retail locations being shuttered (the “Store Closing Sales”).

⁵ With respect to the Debtors’ store located at the Southlake Mall in Indiana (“Store 151”), due to insufficient staffing, the Debtors anticipate that the Debtors will have ceased operations as of December 14, 2017, and seek to reject the lease for such store (the “Store 151 Lease”) effective as of such date. The Debtors informed the landlord for Store 151 prior to the Petition Date of their intention to vacate and reject and, as such, believe such landlord will not be prejudiced by the earlier effective date of the rejection.

7. The Leases to be rejected provide no benefit to the Debtors' estates or these chapter 11 cases. By rejecting the Leases, the Debtors believe that they will save approximately \$1.7 million per month in rent and associated costs. Absent rejection, the Debtors would be obligated to pay rent under the Leases even though they will have ceased operations at, and will no longer be in possession of, such store locations. As of the proposed rejection date, the Debtors will have vacated the Premises for the Leases sought to be rejected by this motion. Moreover, in addition to their obligations to pay rent under the Leases, the Debtors would be obligated to pay certain real property taxes, utilities, insurance, and other related charges associated with the Leases. The Debtors have determined in their business judgment that such costs constitute a waste of estate assets. Additionally, the Debtors have determined in their business judgment that the costs of the Leases exceed any marginal benefits that could potentially be achieved from assignments or subleases of the Leases.

8. Accordingly, in an effort to reduce postpetition administrative costs and in the exercise of the Debtors' sound business judgment, the Debtors have determined that rejecting the Leases set forth on **Exhibit 1** to the Order attached hereto as **Exhibit A**, effective as of December 31, 2017, (or, in the case the Store 151 Lease, as of December 14, 2017) is in the best interests of the Debtors, their estates, and their creditors.

Personal Property to Be Abandoned

9. Additionally, before the Debtors vacate the Premises, the Debtors will evaluate the remaining Personal Property located at the Premises and determine whether (a) the Personal Property is of inconsequential value or (b) the cost of removing and storing the Personal Property for future use, marketing, or sale exceeds its value to the Debtors' estates. Because the Debtors plan to close the stores at the Premises, the Personal Property will no longer be necessary for the administration of the Debtors' estates.

10. Accordingly, to reduce postpetition administrative costs and in the exercise of the Debtors' sound business judgment, the Debtors believe that the abandonment of the Personal Property is appropriate and in the best interests of the Debtors, their estates, and their creditors.

Basis for Relief

I. Rejection of the Leases Effective as of December 31, 2017 Is Appropriate and Provides the Debtors with Significant Cost Savings.

11. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The decision to assume or reject an executory contract or unexpired lease is a matter within the "business judgment" of the debtor. *See Nat'l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test." (citation omitted)); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishes*, 756 F.2d 1043, 1047 (4th Cir. 1985). Further, "[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted).

12. Rejection of an unexpired lease is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nan Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989). Upon finding that a debtor has exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its

creditors and all parties in interest, a court should approve the rejection under section 365(a). *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re Bradlees Stores, Inc.*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), *appeal dismissed*, 210 B.R. 506 (S.D.N.Y. 1997); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtors' decision to assume or reject an executory contract "should be granted as a matter of course").

13. The Leases are not a source of potential value for the Debtors' estates, or stakeholders. The Debtors' obligations to pay, for example, postpetition rent, real estate taxes, utilities, insurance, and other related charges for vacant Premises eliminates any potential value of the Leases to the Debtors' estates—including any potential value from an assignment or sublease. Accordingly, the Debtors have determined that the Leases constitute unnecessary drains on the Debtors' resources and, therefore, rejection of the Leases reflects the Debtors' exercise of sound business judgment.

II. The Abandonment of Personal Property Is Appropriate.

14. Further, the abandonment of the Personal Property is appropriate and authorized by the Bankruptcy Code. *See* 11 U.S.C. § 554(a). Section 554(a) provides that "[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. *See, e.g., In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) ("Clearly, the court should give deference to the trustee's judgment in such matters."). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *Id.*

15. Before deciding to abandon any Personal Property, the Debtors will determine that the costs of moving and storing such Personal Property would outweigh any benefit to the Debtors' estates. Further, any efforts by the Debtors to move or market the Personal Property could unnecessarily delay the Debtors' surrender of the Premises and the rejection of the Leases. Accordingly, it is in the best interests of the Debtors and their estates for the Debtors to be able to abandon Personal Property located on the Premises that they are unable to liquidate during the Store Closing Sales.

16. Courts in this jurisdiction have approved relief similar to the relief requested herein. *See, e.g., In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016); *In re Sports Authority Holdings, Inc.*, No. 16-10527 (MFW) (Bankr. D. Del. Apr. 4, 2016); *In re Samson Res. Corp.*, No. 15-11934 (CSS) (Bankr. D. Del. Feb. 19, 2016); *In re Quiksilver, Inc.*, No. 15-11880 (BLS) (Bankr. D. Del. Nov. 16, 2015); *In re The Wet Seal, Inc.*, No. 15-10081 (CSS) (Bankr. D. Del. Feb. 5, 2015).⁶

III. This Court Should Deem the Leases Rejected *Nunc Pro Tunc* to December 31, 2017.

17. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection"); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 "does not prohibit the bankruptcy court from allowing the rejection of [leases] to apply retroactively"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the

⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

balance of equities favors such relief. See *In re Thinking Machs. Corp.*, 67 F.3d 1021, 1028–29 (1st. Cir. 1995) (stating “rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively”); *In re Chi-Chi’s, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating “the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a)”); *CCI Wireless*, 297 B.R. at 140 (holding that a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *BP Energy Co. v. Bethlehem Steel Corp.*, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (“We cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); see also *In re At Home Corp.*, 392 F.3d 1064, 1065-66 (9th Cir. 2004) (holding “that a bankruptcy court may approve retroactively the rejection of an unexpired nonresidential lease”).

18. In *In re Namco Cybertainment, Inc.*, the Court stated that retroactive rejection of an unexpired lease was permissible, provided: (a) the premises (and the keys thereto) were surrendered with an unequivocal statement of abandonment to the landlord; (b) the motion was served on the landlord; (c) the official committee consented to the requested relief; and (d) the debtor waived its right to withdraw the motion. No. 98-173 (PJW) (Bankr. D. Del. Feb. 6, 1998); see also *TW, Inc. v. Angelastro (In re TW, Inc.)*, No. 03-10785, 2004 WL 115521, at *2 (D. Del. Jan. 14, 2004) (upholding bankruptcy court ruling denying rejection of leases *nunc pro tunc* to the petition date when the debtor had not surrendered possession prior to the petition date).

19. Here, the balance of equities favors rejection of the Leases *nunc pro tunc* to December 31, 2017 (or, in the case the Store 151 Lease, to December 14, 2017). Without such

relief, the Debtors will potentially incur unnecessary administrative expenses related to the Leases—agreements that provide no benefit to the Debtors’ estates in light of their store fleet optimization. *See* 11 U.S.C. § 365(d)(3). The landlords will not be unduly prejudiced if the rejection is deemed effective as of December 31, 2017. Possession of the Premises will be delivered to each respective landlord on, or prior to, December 31, 2017, with an unequivocal and irrevocable statement of surrender and abandonment of the Premises to the respective landlord. Further, by this motion, the landlords are receiving notice of the Debtors’ intention to reject the Leases. In the event the Debtors are unable to turnover possession of a particular Premises on or before December 31, 2017, as anticipated, the effective date of the rejection of such Lease shall be no earlier than the date the Debtors turn over the Premises. Contemporaneously with the filing of this Motion, the Debtors will cause notice of this Motion to be served on the landlords, thereby allowing each party sufficient opportunity to respond accordingly. The Debtors have sought the relief requested at the earliest possible moment in these chapter 11 cases and do not seek to reject the Leases effective *nunc pro tunc* to December 31, 2017 due to any undue delay on their own part.

20. With respect to Store 151, as discussed above, the Debtors informed the landlord for Store 151 prior to the Petition Date of their intention to vacate and reject as of December 14, 2017, and, as such, believe such landlord will not be prejudiced by the earlier effective date of the rejection.

21. Courts in this jurisdiction have approved relief similar to that requested herein. *See In re Quicksilver Res. Inc.*, No. 15-10585 (LSS) (Bankr. D. Del. Apr. 15, 2015) (authorizing rejection of executory contracts effective as of specified dates); *In re QCE Fin. LLC*, No. 14-10543 (PJW) (Bankr. D. Del. Apr. 9, 2014) (authorizing rejection of unexpired leases *nunc pro tunc* to

the petition date); *In re Longview Power, LLC*, No. 13-12211 (BLS) (Bankr. D. Del. Feb. 26, 2014) (authorizing rejection of unexpired leases *nunc pro tunc* to prior notice date); *In re Prommis Holdings, LLC*, No. 13-10551 (BLS) (Bankr. D. Del. June 14, 2013) (same).

22. Accordingly, the Debtors respectfully submit that the Court should deem the Leases identified on **Exhibit 1** to **Exhibit A** attached hereto rejected, effective *nunc pro tunc* to December 31, 2017 (or, in the case the Store 151 Lease, to December 14, 2017).

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

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

Notice

24. The Debtors will provide notice of this motion to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the 50 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the DIP ABL Agent and the Prepetition ABL Agent; (d) counsel to the DIP Term Loan Agent; (e) counsel to the Ad Hoc Group of Term Loan Lenders; (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the state attorneys general for all states in which the Debtors conduct business; (j) counsel to certain majority equity holders for Debtor Charming Charlie Holdings Inc.; (k) the lessors of the Leased Premises listed on **Exhibit 1** to **Exhibit A** and (l) any party that requests service pursuant to Bankruptcy Rule 2002 . The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

25. No prior request for the relief sought in this motion has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: December 11, 2017
Wilmington, Delaware

/s/ Domenic E. Pacitti

Domenic E. Pacitti (DE Bar No. 3989)

Michael W. Yurkewicz (DE Bar No. 4165)

KLEHR HARRISON HARVEY BRANZBURG LLP

919 N. Market Street, Suite 1000

Wilmington, Delaware 19801

Telephone: (302) 426-1189

Facsimile: (302) 426-9193

-and -

Morton Branzburg (*pro hac vice* admission pending)

KLEHR HARRISON HARVEY BRANZBURG LLP

1835 Market Street, Suite 1400

Philadelphia, Pennsylvania 19103

Telephone: (215) 569-2700

Facsimile: (215) 568-6603

-and-

Joshua A. Sussberg, P.C. (*pro hac vice* admission pending)

Christopher T. Greco (*pro hac vice* admission pending)

Aparna Yenamandra (*pro hac vice* admission pending)

KIRKLAND & ELLIS LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

-and-

James H.M. Sprayregen, P.C.

KIRKLAND & ELLIS LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Proposed Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

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

In re:)	
)	Chapter 11
CHARMING CHARLIE HOLDINGS INC., <i>et al.</i> , ¹)	Case No. 17-12906 (CSS)
)	
)	(Joint Administration Requested)
Debtors.)	
)	Re Docket No.

**ORDER (I) AUTHORIZING (A) THE
REJECTION OF CERTAIN UNEXPIRED LEASES AND (B) THE
ABANDONMENT OF CERTAIN PERSONAL PROPERTY, EACH EFFECTIVE
NUNC PRO TUNC TO DECEMBER 31, 2017, AND (II) GRANTING RELATED RELIEF**

REJECTED LEASES 1–97

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) (a) authorizing (i) the rejection of certain unexpired leases, including any guaranties thereof and any amendments, modifications, or subleases thereto (each, a “Lease,” and collectively, the “Leases”) for nonresidential real property located at the premises (collectively, the “Premises”) set forth on **Exhibit 1** attached hereto and (ii) the abandonment of certain equipment, fixtures, furniture, or other personal property (the “Personal Property”) that may be located at the Premises, each effective *nunc pro tunc* to December 31, 2017; and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Charming Charlie Canada LLC (0693); Charming Charlie Holdings Inc. (6139); Charming Charlie International LLC (5887); Charming Charlie LLC (0263); Charming Charlie Manhattan LLC (7408); Charming Charlie USA, Inc. (3973); and Poseidon Partners CMS, Inc. (3302). The location of the Debtors’ service address is: 5999 Savoy Drive, Houston, Texas 77036.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Each of the Leases set forth on **Exhibit 1** attached hereto is rejected effective *nunc pro tunc* to December 31, 2017, or, in the case the Store 151 Lease, December 14, 2017.
3. The Debtors are authorized to abandon any Personal Property that may be located on the Premises.
4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' or any other party-in-interest's right to dispute any particular claim on any grounds; (c) a promise or

requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party-in-interest's that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection or to seek avoidance of all such liens. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

5. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Dated: _____, 2017
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Leases

Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Store #	Store Address	Rejection Date	Abandoned Personal Property
POAG	Attn: Brian Smith 2650 Thousand Oaks Blvd., Suite 2200 Memphis, TN 381180 Attn: Martin Smith 8343 Douglas Ave. Suite 200 Dallas, TX 75225	Charming Charlie Inc.	Store Lease	26	Carriage Crossing 4644 Merchants Park Circle Suite 900 Collierville, TN 38017 Midtown Village 1800 McFarland Blvd. East Suite 117 Tuscaloosa, AL 35404 The Domain 3220 Feathergrass Court Suite 112 Austin, TX 78758	12/31/17	TBD, if any
Carlyle-Cypress Tuscaloosa I, LLC		Charming Charlie Inc.	Store Lease	29		12/31/17	TBD, if any
Simon	Attn: John Rulli 225 West Washington Street Indianapolis, IN 462040	Charming Charlie Inc.	Store Lease	40		12/31/17	TBD, if any
Medvest Incorporated	Attn: Kimberly Lenardson 1233 West Loop South Suite 950 Houston, TX 77027	Charming Charlie LLC	Store Lease	41	242 Crossing 7990 Hwy 242 Conroe, TX 77384	12/31/17	TBD, if any
Cushman & Wakefield/Thalhimer	Attn: Richard Thalhimer 11100 West Broad St. Glen Allen, VA 23060	Charming Charlie Inc.	Store Lease	42	Regency Square 1404 N. Parham Road Suite 218 Richmond, VA 23229	12/31/17	TBD, if any
Macerich	Attn: Mark Klien 401 Wilshire Boulevard Suite 700 Santa Monica, CA 90401	Charming Charlie Inc.	Store Lease	45	Scottsdale Fashion Square 7014 East Camelback Suite 2005 Scottsdale, AZ 85251	12/31/17	TBD, if any
RED	Attn: Scott Rehorn 1 E Washington St #300 Phoenix, AZ 85004	Charming Charlie Inc.	Store Lease	50	The Promenade at Chenal 17717 Chenal Parkway, Bldg. H Suite 115-117 Little Rock, AR 72223	12/31/17	TBD, if any
Simon	Attn: John Rulli 225 West Washington Street Indianapolis, IN 462040	Charming Charlie Inc.	Store Lease	54	Wolfchase Galleria 2760 N. Germantown Parkway Suite 168 Memphis, TN 38133	12/31/17	TBD, if any
Madison Marquette Retail Services, LLC	Attn: John-David Franklin 1400 North Providence Road Building II, Suite 6065 Media, PA 19063	Charming Charlie Inc.	Store Lease	58	Chesterfield Mall 291 Chesterfield Mall Chesterfield, MO 63017	12/31/17	TBD, if any
YTC Butterfield Owner, LLC	Attn: Scott Wides 17 Woodcliff Drive Madison, NJ 07904	Charming Charlie Inc.	Store Lease	59	Yorktown Center 332 Yorktown Shopping Center Lombard, IL 60148 La Plaza Mall	12/31/17	TBD, if any
Simon	Attn: John Rulli 225 West Washington Street Indianapolis, Indiana 462040	Charming Charlie Inc.	Store Lease	60	2200 S. 10th Street McAllen, TX 78503 Summit Fair	12/31/17	TBD, if any
RED	Attn: Scott Rehorn 1 E Washington St #300 Phoenix, AZ 85004	Charming Charlie Inc.	Store Lease	61	840 Northwest Blue Parkway, M Lee's Summit, MO 64086	12/31/17	TBD, if any
POAG	Attn: Brian Smith 2650 Thousand Oaks Blvd. Suite 2200	Charming Charlie Inc.	Store Lease	67	The Avenue West Cobb 3625 Dallas Highway SW., 380 Marietta, GA 30064	12/31/17	TBD, if any
Starwood	Attn: Micheal Powers 1 East Wacker, Suite 3600 Chicago, IL 60601	Charming Charlie Inc.	Store Lease	74	The Arboretum of South Barrington 100 W. Higgins Road, Q-70 South Barrington, IL 60010	12/31/17	TBD, if any

Counterparty Name	Counterparty Address	Debtor Counterparty	Contract Description	Store #	Store Address	Rejection Date	Abandoned Personal Property
RED	Attn: Scott Rehorn 1 E Washington St #300, Phoenix, AZ 85004	Charming Charlie Inc.	Store Lease	79	City Scope 1 E Washington Street, 120 Phoenix, AZ 85004	12/31/17	TBD, if any
IMI	5750 Old Orchard Rd Suite 400 Shokoe IL 60077	Charming Charlie Inc.	Store Lease	90	Jefferson Pointe 4110 W. Jefferson Blvd., B-2 Ft. Wayne, IN 46804	12/31/17	TBD, if any
ARC	Attn: Tricia Pitchford 106 York Rd. Jenkintown, PA 19046	Charming Charlie Inc.	Store Lease	93	The Shops at West End 1676 West End Blvd. Minneapolis, MN 55416	12/31/17	TBD, if any
WPG	Attn: Josh Lindimore 180 East Broad Street Columbus, OH 432150	Charming Charlie Inc.	Store Lease	98	The Mall at Johnson City 2011 North Roan Street, 31 Johnson City, TN 37601	12/31/17	TBD, if any
Stirling	Attn: Rhonda Sharkawy 109 Northpark Blvd Suite 300 Covinton, LA 70433	Charming Charlie Inc.	Store Lease	105	Hammond Square 411 Palace Drive, Hammond, LA 70403	12/31/17	TBD, if any
Westfield	Attn: William Hecht 2049 Century Park East 41st Floor Los Angeles, CA 90067	Charming Charlie Inc.	Store Lease	106	Annapolis Mall 2320 Annapolis Mall, 1810 Annapolis, MD 21401	12/31/17	TBD, if any
RED	Attn: Scott Rehorn 1 E Washington St #300 Phoenix, AZ 85004	Charming Charlie Inc.	Store Lease	121	Shadow Lake Town Center 7809 Towne Center Parkway, 107 Papillion, NE 68046	12/31/17	TBD, if any
Cafaro	Attn: Anthony Cafaro Jr. 5577 Youngstown Warren Rd Niles, OH 44446-4803	Charming Charlie Inc.	Store Lease	123	Kentucky Oaks Mall 5101 Hinkleville Road, 660 Paducah, KY 42001	12/31/17	TBD, if any
Macerich	401 Wilshire Boulevard Suite 700 Santa Monica, CA 90401	Charming Charlie Inc.	Store Lease	126	The Oaks 406 West Hillcrest Drive, Thousand Oaks, CA 91360	12/31/17	TBD, if any
Randhurst Improvements, LLC	Attn: Chris Ressa 565 Taxter Road, Suite 400 Elmsford, NY 105230	Charming Charlie Inc.	Store Lease	130	Randhurst Village 132 Randhurst Village Drive, Mt. Prospect, IL 60056	12/31/17	TBD, if any
Midland Empire Retail, LLC	Attn: Garry Hayes 5201 Johnson Drive, Suite 100 Mission, KS 66205	Charming Charlie Inc.	Store Lease	132	East Hills 3702 Frederick Avenue, L6 St. Joseph, MO 64506	12/31/17	TBD, if any
Westfield	Attn: William Hecht 2049 Century Park East 41st Floor Los Angeles, CA 900670	Charming Charlie Inc.	Store Lease	133	Plaza Bonita 3030 Plaza Bonita Road, 1096 National City, CA 91950	12/31/17	TBD, if any
Rouse	Attn: Bill Stems 200 Vesey Street, 25th Floor New York, NY 10281	Charming Charlie Inc.	Store Lease	144	The Mall at Barnes Crossing 1001 Barnes Crossing Road, 618 Tupelo, MS 38804	12/31/17	TBD, if any
Regency	Attn: John Thirkell One Independent Drive Suite 114 Jacksonville, FL 32202	Charming Charlie Inc.	Store Lease	149	Northborough Crossing 9114 Shops Way, Northborough, MA 01532	12/31/17	TBD, if any
Westfield	Attn: William Hecht 2049 Century Park East 41st Floor Los Angeles, CA 900670	Charming Charlie Inc.	Store Lease	154	Santa Anita Shopping Mall 400 S. Baldwin Avenue, 2005 Arcadia, CA 91007	12/31/17	TBD, if any
Cafaro	Attn: Anthony Cafaro Jr. 5577 Youngstown Warren Rd Niles, OH 44446-4803	Charming Charlie Inc.	Store Lease	158	Sandusky Mall 4314 Milan Road, 585 Sandusky, OH 44870	12/31/17	TBD, if any

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SBC Hopper, LLC	Attn: Tom Hopper 6 Windsor Drive Rogers, AR 72758	Charming Charlie Inc.	Store Lease	160	Scottsdale Center 559 North 46th Street, Rogers, AR 72756	12/31/17	TBD, if any
Centennial	Attn: Denise Browning 8750 N Central Expy #1740 Dallas, TX 75231 Attn: Josh Lindimore	Charming Charlie Inc.	Store Lease	164	Hawthorn Shopping Mall 122 Hawthorn Center, 515 Vernon Hills, IL 60061 Westshore Plaza	12/31/17	TBD, if any
WPG	180 East Broad Street Columbus, OH 432150	Charming Charlie Inc.	Store Lease	165	250 West Shore Plaza, C.26A Tampa, FL 33609	12/31/17	TBD, if any
Taubman	Attn: William Taubman 200 E. Long Lake Road Suite 300 Bloomfield Hills, MI 48304-2324	Charming Charlie Inc.	Store Lease	166	Great Lakes Crossing Outlets 4362 Baldwin Rd., M700 Auburn Hills, MI 48326	12/31/17	TBD, if any
ForestCity	Attn: Keith Brandt 50 Public Square Suite 700 Cleveland, OH 44113	Charming Charlie Inc.	Store Lease	171	Antelope Valley Mall 1233 W. Rancho Vista Blvd., 713 Palmdale, CA 93551	12/31/17	TBD, if any
Starwood	Attn: Micheal Powers 1 East Wacker, Suite 3600 Chicago, IL 606010	Charming Charlie Inc.	Store Lease	173	Fairlane Town Center 18900 Michigan Ave., N203 Dearborn, MI 48124	12/31/17	TBD, if any
Starwood	Attn: Micheal Powers 1 East Wacker, Suite 3600 Chicago, IL 606010	Charming Charlie Inc.	Store Lease	177	Northridge Mall 426 Northridge Mall, D05 Salinas, CA 93906	12/31/17	TBD, if any
IRC	Attn: Allison Kuehny Curtin 814 Commerce Drive Suite 300 Oak Brook IL 60523	Charming Charlie Inc.	Store Lease	182	Ft. Smith Pavilion 3925 Phoenix Ave, Ft. Smith, AR 72903	12/31/17	TBD, if any
Pine Tree	Attn: Michael Gold 40 Skokie Blvd, Suite 610 Northbrook, IL 60062	Charming Charlie Inc.	Store Lease	184	Metro Crossing 3815 Metro Drive, 300 Council Bluffs, IA 51501	12/31/17	TBD, if any
Arrow Rock Westover Village LP	Attn: Terry Syler 101 S Hanley Rd, Suite 1400 St. Louis, MO 63105	Charming Charlie Inc.	Store Lease	190	Westover Village 661 A Sherry Ln, Ft. Worth, TX 76116	12/31/17	TBD, if any
Kimco	Attn: David Jamieson 3333 New Hyde Park Road Suite 100 New Hyde Park, NY 11042	Charming Charlie Inc.	Store Lease	191	Plaza at Citrus Park 12871 Citrus Park Dr., Tampa, FL 33625	12/31/17	TBD, if any
Bayer	Attn: Molly Mackenzie Bayer Properties, L.L.C. 2222 Arlington Avenue Birmingham, AL 35205	Charming Charlie Inc.	Store Lease	195	Turkey Creek 11403 Parkside Dr., Farragut, TN 37934	12/31/17	TBD, if any
TSW 2015 LLC	Attn: Jeffrey Glenner 799 Central Avenue, Suite 300 Highland Park IL 60035	Charming Charlie Inc.	Store Lease	197	Town Square 351 Town Square, Wheaton, IL 60189	12/31/17	TBD, if any
Ramco	Attn: Gary Stevens 31500 Northwestern Hwy Suite 300 Farmington, MI 48334	Charming Charlie Inc.	Store Lease	198	Bridgewater Falls 3417 Princeton Rd, 103 Fairfield Township, OH 45011	12/31/17	TBD, if any
RED	Attn: Scott Rehorn 1 E Washington St #300 Phoenix, AZ 85004	Charming Charlie Inc.	Store Lease	199	Adams Dairy Landing 1254 NE Coronado Dr., K-13 Blue Springs, MO 64014	12/31/17	TBD, if any
Leeds Retail Center LLC	Attn: David Hinkle 6200 Grand River Blvd East Suite 446 Leeds, AL 35094	Charming Charlie Inc.	Store Lease	202	Shops of Grand River 6200 Grand River Blvd East, 672 Leeds, AL 35094	12/31/17	TBD, if any

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Kimco	Attn: David Jamieson 3333 New Hyde Park Road Suite 100 New Hyde Park, NY 110420	Charming Charlie Inc.	Store Lease	204	Temple Town Center 2112 SW H K Dodgen Loop, 140 Temple, TX 76504	12/31/17	TBD, if any
Williamsburg Developers LLC	Attn: Drew Haynie 222 Central Park Avenue Suite 1820 Virginia Beach, VA 23462	Charming Charlie Inc.	Store Lease	206	New Town Shops on Main 5105 Main Street, Williamsburg, VA 23188	12/31/17	TBD, if any
Brixmor	Attn: Michael Estroff 450 Lexington Ave. 13th Floor New York, NY 10017	Charming Charlie Inc.	Store Lease	208	Oakwood Commons 4648 Lebanon Pike, Hermitage, TN 37076	12/31/17	TBD, if any
Brixmor	Attn: Michael Estroff 450 Lexington Ave. 13th Floor New York, NY 10017	Charming Charlie Inc.	Store Lease	211	Manhattan West Shopping Center 1500 Westbank Expressway, C Harvey, LA 70058	12/31/17	TBD, if any
Brixmor	Attn: Michael Estroff 450 Lexington Ave. 13th Floor New York, NY 10017	Charming Charlie Inc.	Store Lease	221	Quentin Collection 20771 North Rand Rd , C2 Kildeer, IL 60047	12/31/17	TBD, if any
Capref Tannehill LLC	Attn: Martin Smith 8343 Douglas Ave., Suite 200 Dallas, TX 75225	Charming Charlie Inc.	Store Lease	223	Colonial Promenade Tannehill 4921 Promenade Pkwy, Bessemer, AL 35022	12/31/17	TBD, if any
Midway CC Venture I LP	Attn: vomn Tran 800 Town & Country Blvd. Suite 200 Houston, TX 77024	Charming Charlie Inc.	Store Lease	231	City Centre 822 Town & Country Blvd, 106 Houston, TX 77024	12/31/17	TBD, if any
Macerich	Attn: Mark Kliten 401 Wilshire Boulevard Suite 700 Santa Monica, CA 904010	Charming Charlie Inc.	Store Lease	245	Twenty Ninth Street 1685 29th Street , 1268 Boulder, CO 80301	12/31/17	TBD, if any
Centercal	Attn: Ruben Perez 1600 E Franklin Ave, El Segundo, CA 90245	Charming Charlie Inc.	Store Lease	248	The Collection at Riverpark 620 Town Center Dr, 6010 Oxnard, CA 93036	12/31/17	TBD, if any
Westfield	Attn: William Hecht 2049 Century Park East 41st Floor Los Angeles, CA 900670	Charming Charlie Inc.	Store Lease	249	Westfield Valencia 24201 W Valencia Blvd, 2350 Valencia, CA 91355	12/31/17	TBD, if any
Price Edwards	Attn: Brandy Rundel 210 Park Ave Suite 700 Oklahoma City, OK 73102	Charming Charlie Inc.	Store Lease	264	Brookhaven Village 3720 West Robinson Street , 112 Norman, OK 73072	12/31/17	TBD, if any
JLL	Attn: Gary Shanks 700 12th Avenue South Suite 202 Nashville, TN 37203	Charming Charlie Inc.	Store Lease	266	Southside at McEwen 1556 West McEwen Dr, Franklin, TN 37067	12/31/17	TBD, if any
Castle & Cooke Corona Crossing I, Inc	Attn: Laura Whitaker Castle & Cooke Coronaa Crossing, LLC 3440 Flair Drive El Monte, CA 91731	Charming Charlie Inc.	Store Lease	271	Corona Crossing 3383 Grand Oaks, 101 Corona , CA 92881	12/31/17	TBD, if any
Vestar	Attn: Jemmy Cushing 2425 E. Camelback Road Suite 750 Phoenix, AZ 85016 0	Charming Charlie Inc.	Store Lease	281	The Gateway 56 South Rio Grande St., Salt Lake City, UT 84101	12/31/17	TBD, if any
City Place Retail LLC	60 Columbus Circle New York, NY 10023	Charming Charlie Inc.	Store Lease	282	City Place FL 701 S. Rosemary Ave, West Palm Beach, FL 33401	12/31/17	TBD, if any

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FBG Harriman Upper Retail LLC	Attn: Darren Sasso 810 Seventh Avenue, 10th Floor New York, NY 10019	Charming Charlie Inc.	Store Lease	285	Harriman Commons 128 Bailey Farm Road, 100A Monroe, NY 10950	12/31/17	TBD, if any
WPG	Attn: Josh Lindimore 180 East Broad Street Columbus, OH 432150	Charming Charlie Inc.	Store Lease	291	Wolf Ranch Town Center 1015 W. University Ave, 610 Georgetown, TX 78628	12/31/17	TBD, if any
Madison Marquette	Attn: Julie Taylor 101 Second Street, 11th Floor San Francisco, CA 94105	Charming Charlie LLC	Store Lease	295	Bay Street Emeryville 5688 Bay Street, Emeryville, CA 94608	12/31/17	TBD, if any
DDR	Attn: Kevin Cohen DDR Corp. 3300 Enterprise Parkway Beachwood, OH 44122	Charming Charlie Inc.	Store Lease	304	Gresham Station 1152 NW Civic Drive, Gresham, OR 97030	12/31/17	TBD, if any
WS Development	Attn: Todd Norley 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467	Charming Charlie Inc.	Store Lease	310	Capetown Plaza 790 Lynnough Road, 1006 Hyannis, MA 02601	12/31/17	TBD, if any
WS Development	Attn: Todd Norley 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467	Charming Charlie Inc.	Store Lease	312	Marketplace at Augusta 4 Stephen King Dr, 1 Augusta, ME 04330	12/31/17	TBD, if any
Brixmor	Attn: Michael Estroff 450 Lexington Ave. 13th Floor New York, NY 10017	Charming Charlie Inc.	Store Lease	313	Hampton Village Center 2865 S. Rochester Road, 32 Rochester, MI 48307	12/31/17	TBD, if any
GGP	Attn: Jared Chupaila 110 N Wacker Drive Chicago, IL 60606	Charming Charlie Inc.	Store Lease	316	Fashion Show Mall 3200 Las Vegas Blvd., 2126 Las Vegas, NV 89109	12/31/17	TBD, if any
GGP	Attn: Jared Chupaila 110 N Wacker Drive Chicago, IL 60606	Charming Charlie LLC	Store Lease	317	Olay Ranch Town Center 2015 Birch Road, 307 Chula Vista, CA 91915	12/31/17	TBD, if any
Centercal	Attn: Barbara Prosser 1600 E Franklin Ave El Segundo, CA 90245	Charming Charlie LLC	Store Lease	320	Blackhawk Plaza 3446 Blackhawk Plaza Circle, Danville, CA 94506	12/31/17	TBD, if any
LTC Retail, LLC	Attn: William Anderson Collett & Associates LLC 1111 Metropolitan Ave Suite 700 Charlotte, NC 28204	Charming Charlie LLC	Store Lease	322	Lawton Town Center 333 NW 2nd Street, G Lawton, OK 73507	12/31/17	TBD, if any
WPG	Attn: Josh Lindimore 180 East Broad Street Columbus, OH 432150	Charming Charlie LLC	Store Lease	330	Longview Mall 3500 McCann Road, M17C Longview, TX 75605	12/31/17	TBD, if any
GGP	Attn: Jared Chupaila 110 N Wacker Drive Chicago, IL 60606	Charming Charlie LLC	Store Lease	331	Stonestown Galleria 3251 20th Ave, 267 San Francisco, CA 94132	12/31/17	TBD, if any
Centercal	Attn: Shahram Moussavi 1600 E Franklin Ave El Segundo, CA 90245	Charming Charlie LLC	Store Lease	332	Bridgeport Village 7485 SW Bridgeport Road, Tigard, OR 97224	12/31/17	TBD, if any
GGP	Attn: Jared Chupaila 110 N Wacker Drive Chicago, IL 60606	Charming Charlie LLC	Store Lease	335	Staten Island Mall 2655 Richmond Avenue, 2620 Staten Island, NY 10314	12/31/17	TBD, if any
GGP	Attn: Jared Chupaila 110 N Wacker Drive Chicago, IL 60606	Charming Charlie LLC	Store Lease	338	Pioneer Place Mall 700 SW 5th Avenue, Portland, OR 97204	12/31/17	TBD, if any
Samuels & Associates Hingham LLC	Attn: Sara Taylor Goulston & Storrs P.C 400 Atlantic Ave Boston, MA 02110	Charming Charlie LLC	Store Lease	342	Hingham Shipyard 6 Shipyard Drive, 1-B Hingham, MA 02043	12/31/17	TBD, if any

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GGP	Attn: Jared Chupaila 110 N Wacker Drive Chicago, IL 60606	Charming Charlie LLC	Store Lease	343	Natick Mall 1245 Worcester St, Route 9 Natick, MA 01760	12/31/17	TBD, if any
JCC CALI Prop.	Attn: Carter Hemming 425 California Street Suite 1000 San Francisco, CA 94104	Charming Charlie LLC	Store Lease	345	Vintage Oaks 208 Vintage Way, K-109/111 Novato, CA 94945	12/31/17	TBD, if any
SC Plaza LLC	PO Box 270835 Oklahoma City, OK 731370	Charming Charlie LLC	Store Lease	346	Spring Creek Plaza 1448 S Bryant Ave, Edmond, OK 73034	12/31/17	TBD, if any
SVF Holding RE Invest. Trust	Attn: Manny Steiner 75 Park Plaza Boston, MA 02116	Charming Charlie LLC	Store Lease	348	University Station 241 University Ave, Westwood, MA 02090	12/31/17	TBD, if any
Azarian Group	Attn: Justin Azarian 6 Prospect Street, Suite 1B Midland Park, NJ 07432	Charming Charlie LLC	Store Lease	350	Shoppes at North Brunswick 774 Shoppes Boulevard, North Brunswick, NJ 08902	12/31/17	TBD, if any
RED	Attn: Scott Rehorn 1 E Washington St #300 Phoenix, AZ 85004	Charming Charlie LLC	Store Lease	351	Aspen Place 320 S Regent Street, 304 Flagstaff, AZ 86001	12/31/17	TBD, if any
G&A Central Mall Partners LP - Texarkana	Attn: Deborah Johnson 9 Central mall, I-30 & Richmond Rd. Texarkana, TX 75503	Charming Charlie LLC	Store Lease	355	Central Mall 3337 Mall Dr, Texarkana, TX 75503	12/31/17	TBD, if any
BV Waco Central TX Mkp1	Attn: Chelsey 901 Pier View DR Ste. 201 Idaho Falls, ID 83402	Charming Charlie LLC	Store Lease	356	Central Texas Marketplace 4633 South Jack Kultgen Expressway, 9 Waco, TX 76706	12/31/17	TBD, if any
WS Development	Attn: Todd Norley 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467	Charming Charlie LLC	Store Lease	357	Shoppes at Blackstone Valley 70 Worcester-Providence Turnpike, 613 Milbury, MA 01527	12/31/17	TBD, if any
445 Fifth Avenue Associates LLC	Attn: Jim Vallos 999 Waterside Drive, Suite 2300 Norfolk, VA 23510	Charming Charlie LLC	Store Lease	360	445 5th Avenue 445 5th Avenue New York, NY 10016	12/31/17	TBD, if any
W/A SVT Holdings VILLC	Attn: Scott Hall 5750 DTC Parkway Shuite 210 Greenwood Village, CO 80111	Charming Charlie LLC	Store Lease	361	Simi Valley Town Center 1555 Simi Valley Town Center Way BI-190 Simi Valley, CA 93065	12/31/17	TBD, if any
Wayside Commons Investors, LLC	Attn: Deb DiMeo 800 Boylston Street Suite 1300 Boston, MA 02199	Charming Charlie LLC	Store Lease	362	Wayside Commons 6 Wayside Road, 61 Burlington, MA 01803	12/31/17	TBD, if any
Starwood	Attn: Micheal Powers 1 East Wacker, Suite 3600 Chicago, IL 606010	Charming Charlie LLC	Store Lease	364	Capital Mall 2511 4th Ave W. 106 Olympia, WA 98502	12/31/17	TBD, if any
735 Collins Ave Realty LLC	Attn: Steven Solimanazadeh 171 Central Ave. Lawrence, NY 11559	Charming Charlie LLC	Store Lease	365	Collins Avenue 735 Collins Ave , 100 Miami, FL 33139	12/31/17	TBD, if any
WS Development	Attn: Todd Norley 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467	Charming Charlie LLC	Store Lease	369	The Crossing at Smithfield 371 Putnam Pike, Smithfield, RI 02917	12/31/17	TBD, if any
Singerman Real Estate, LLC	Attn: Jeannette Smith, GM Marc Gurstel, VP Leasing Seth Singerman 980 N Michigan Ave Suite 1660 Chicago, IL 60611	Charming Charlie LLC	Store Lease	375	The Outlet Shoppes at Oklahoma City 7630 W. Reno Ave, B240 Oklahoma City, OK 73127	12/31/17	TBD, if any

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Tanger	Attn: Shelly Atkinson 3200 Northline Ave. Suite 360 Greensboro, NC 27408	Charming Charlie LLC	Store Lease	381	Southaven Tanger Outlets 5205 Airways Blvd, 360 Southaven, MS 38671	12/31/17	TBD, if any
POAG	Attn: Brian Smith 2650 Thousand Oaks Blvd. Suite 2200 Memphis, TN 381180	Charming Charlie LLC	Store Lease	383	Promenade Shops at Briargate 1785 Briargate Parkway , 711 Colorado Springs , CO 80920	12/31/17	TBD, if any
Starwood	Attn: Micheal Powers 1 East Wacker, Suite 3600 Chicago, IL 606010	Charming Charlie Inc.	Store Lease	151	Southlake Mall 1916 Southlake Mall, Merrillville, IN 46410	12/14/17	TBD, if any