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

In re:)	
)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹)	Case No. 20-30805 (KRH)
)	
Debtors.)	(Jointly Administered)
)	

**ORDER (I) AUTHORIZING THE DEBTORS
TO WIND-DOWN OPERATIONS, (II) AUTHORIZING THE DEBTORS
TO CONDUCT STORE CLOSINGS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”):

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 76]. The location of the Debtors’ service address is PO BOX 961020, Fort Worth, TX 76161-0020. Or, for delivery by Airborne, Federal Express & other Courier Services: 685 John B. Sias Memorial Parkway Suite 255, Fort Worth, TX 76134.

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

- authorizing the Debtors to enter into the Statement of Work by and between Pier 1 Imports, Inc. and the Consultant, attached hereto as **Exhibit 1**;
- approving the Sale Guidelines approved in the Store Closing Order (as modified, attached hereto as **Exhibit 2**) for the closing of all Additional Closing Stores set forth on **Exhibit 3**;
- approving relief related to the Wind-Down Budget³ attached hereto as **Exhibit 4**, and approval of payments thereunder, including payments under the Non-Insider Severance Program as described in the Wages Motion;
- approving non-insider incentive programs for certain of the Debtors' remaining store and distribution center employees as necessary to manage an orderly and efficient Wind-Down, to the extent included in the Wind-Down Budget, and as set forth in the Motion (the "**Wind-Down Incentive Program**");
- approving modifications to certain customer programs, including the return policy and acceptance of gift-cards and loyalty certificates, resulting from the Wind-Down;
- adjourning any motions, applications, hearings, or demands for payment of postpetition claims (including any administrative claim allowable under 11 U.S.C. § 503(b) and entitled to priority pursuant to 11 U.S.C. § 507) until the end of the Debtors' proposed administrative claims process;
- approving the abandonment of certain burdensome Merchandise, FF&E, and personal property;
- setting a new Bid Deadline, Auction, and Sale Hearing related to the Bid Procedures
- authorizing the Debtors to implement procedures and pay the Deferred Rent Payment in connection with remaining in stores through the end of the Store Closings, and;
- 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 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this

³ "Wind-Down Budget" shall have the meaning ascribed to it in the Term Sheet.

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 under the circumstances and that 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:

FOUND AND DETERMINED THAT:

A. The Debtors have advanced sound business reasons for entering into the Statement of Work, as set forth in the Motion and at the Hearing, and such entry is a reasonable exercise of the Debtors' business judgment and in the best interest of the Debtors and their estates.

B. The Statement of Work was entered into by the Consultant and the Debtors without collusion, in good faith, and from an arm's length bargaining position.

C. The conduct of the Store Closings at the Additional Closing Stores in accordance with the Sale Guidelines and the Store Closing Order will provide an efficient means for the Debtors to dispose of the Debtors' remaining inventory and wind down store operations.

D. The Debtors have advanced sound business reasons for the use of estate assets to make Deferred Rent Payments in accordance with the procedures set forth in the Motion Supplement.

E. The procedures for payment of the Deferred Rent Claims set forth in the Motion Supplement are fair and reasonable under the circumstances.

F. Notice of the Motion constituted sufficient Notice of the Additional Closing Stores on the Additional Closing Store List pursuant to the Store Closing Order.

G. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

H. The entry of this Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby **ORDERED THAT:**

1. The Motion is granted as set forth herein.
2. The Debtors' implementation and effectuation of the Wind-Down is approved as set forth herein, pursuant to section 105(a) and 363(b) of the Bankruptcy Code.
3. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and without further notice or relief from the Court except as provided herein, to take any and all actions consistent with this Order and the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection to the Prepetition Secured Parties, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 342] (the "Final DIP Order") that are necessary or appropriate in the exercise of their reasonable business judgment to implement the Wind-Down.
4. Subject to Paragraph 39, in the event of a conflict between any of the terms and provisions of this Order, on the one hand, and any of the terms and provisions of the Store Closing

Order, the Statement of Work, or the Sale Guidelines on the other hand, the terms and provisions of this Order shall control. The Debtors may conduct the Wind-Down in accordance with the agreed to Wind-Down Budget. The Wind-Down Budget will be consistent with the Term Sheet and the Final DIP Order, as modified by the Term Sheet, to efficiently and effectively implement the Wind-Down.

A. The Store Closings.

5. The Debtors are authorized (but not required) pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately conduct the Store Closings at the Additional Closing Stores in accordance with this Order, the Store Closing Order (as incorporated herein and as amended by this Order), the Sale Guidelines (as may be modified by Side Letters), and the Statement of Work.

6. Paragraph 5 of the Sale Guidelines approved in the Store Closing Order shall be modified with respect to the Additional Closing Stores to allow Consultant to advertise the Sales as “going out of business” or similarly themed sales. The approved Sale Guidelines, as amended, are attached hereto as **Exhibit 2.**

7. The Debtors may cease a Store Closing at any Additional Closing Store at any time if the Debtors determine in the exercise of their reasonable business judgment that doing so may result in a more value-maximizing going-concern transaction, on no less than five (5) days’ notice to the counterparty of the applicable Additional Closing Store. The commencement of store closings, including as “going out of business” or similarly-themed sales, at any store shall not preclude, hinder, or otherwise limit the Debtors’ ability to cease the Store Closings and include such stores as part of a going-concern sale transaction.

8. The Debtors are authorized to discontinue operations at the Additional Closing Stores in accordance with this Order, the Store Closing Order, and the Sale Guidelines.

9. The Debtors have represented that they are neither selling nor leasing personally identifiable information pursuant to the Motion, although the Consultant will be authorized to distribute emails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

10. Neither the Sale Guidelines, Consulting Agreement, nor this Order authorize the Debtors to transfer or sell to Consultant or any other party the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government issued identification number, account number and credit or debit card number ("PII")) of any customers unless such sale or transfer is permitted by the Debtors' privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules (collectively, the "Applicable Privacy Laws"). The foregoing shall not limit the Consultant's use of the Debtors' customer lists and mailing lists in accordance with the Consulting Agreement solely for purposes of advertising and promoting the Sales.

11. The Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors' hardware, software, computers or cash registers or similar equipment which are to be sold or abandoned so as to render the PII unreadable or undecipherable. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable.

12. Neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation)

any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Store Closings at the Additional Closing Stores and to take the related actions authorized herein and in the Store Closing Order.

B. Approval of the Statement of Work.

13. The Debtors are authorized, pursuant to section 363(b)(1) of the Bankruptcy Code, to enter into the Statement of Work, and the Statement of Work substantially in the form attached hereto as Exhibit 1 is hereby approved in all respects. The Debtors are authorized, subject to the provisions of the Final DIP Order and this Order, to take any and all actions that are necessary or appropriate in the exercise of their reasonable business judgment to perform in accordance with the terms of the Statement of Work and this Order, including making payments required by the Statement of Work and the Consulting Agreement approved under the Store Closing Order, including fees and reimbursement of expenses to the Consultant without the need for any application of the Consultant or a further order of this Court unless otherwise provided in paragraph 51 hereof; *provided, however*, that the Debtors shall provide information reasonably requested by the DIP Lenders, Ad Hoc Group, and Creditors' Committee, from time to time, concerning any and all such payments. All such payments of fees and reimbursement of expenses shall be free and clear of any and all encumbrances.

14. Subject to the restrictions set forth in this Order, the Store Closing Order as amended by this Order, the Final DIP Order, and the Sale Guidelines, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Statement of Work, and the Store Closings at the Additional Closing Stores, and each of the transactions contemplated by the Statement of Work. Any actions taken by the Debtors and the Consultant necessary or desirable to implement any Statement of Work and/or the Store

Closings at the Additional Closing Stores prior to the date of this Order, are hereby approved and ratified to the extent consistent with this Order and the Final DIP Order.

15. Except as expressly provided for herein or in the Sale Guidelines, no person or entity (whether or not such person or entity is a counterparty to the Debtors under any lease, sublease, ground lease, underlying lease, or main lease), including, but not limited to, any landlord, ground landlord, overlandlord, underlying landlord, main landlord or any lenders thereto, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closings at the Additional Closing Stores; *provided that* the Store Closings at the Additional Closing Stores are conducted in accordance with the terms of this Order, the Sale Guidelines (as may be modified by an executed Side Letter), and the Final DIP Order. Any restrictions in any lease agreement, sublease, ground lease, overlease, underlying lease, main lease, restrictive covenant, or similar documents purporting to limit, condition, or impair the Debtors' or the Consultant's ability to conduct the Store Closings at the Additional Closing Stores shall not be enforceable, nor shall any breach of such provisions in these chapter 11 cases constitute a default under a lease (or any other agreement above to the extent applicable) or provide a basis to terminate the lease (or any other agreement referenced above to the extent applicable).

16. In accordance with Section 5 of the Statement of Work, the Consultant is authorized to supplement the Merchandise in the Closing Stores with Additional Consultant Goods; *provided that* any such supplementing with Additional Consultant Goods must be of like kind and no lesser quality than the Merchandise in the Sales; *provided further* that the Additional Consultant Goods may not exceed 20% of the aggregate inventory population of the Debtors as of the date hereof without further order of the Court.

17. All transactions relating to the Additional Consultant Goods are, shall be construed as, and are acknowledged by the Debtors to be a true consignment from Consultant to the Debtors under Article 9 of the Uniform Commercial Code in effect in the State of Texas (the “UCC”), and not a consignment for security purposes. At all times and for all purposes, the Additional Consultant Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity (including, without limitation, the Debtors, or any third person claiming a security interest in the Debtors’ property, including any of the Debtors’ secured lenders) shall have any claim against any of the Additional Consultant Goods or the proceeds thereof. The Additional Consultant Goods shall at all times remain subject to the exclusive control of the Consultant. The Debtors shall, at Consultant’s sole cost and expense, insure Additional Consultant Goods and, if required, promptly file any proofs of loss with regard thereto.

18. Consultant is hereby granted a first priority security interest in (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds, which security interest shall be deemed perfected on an final basis pursuant to this Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (*provided that* Consultant is hereby authorized to deliver any notices and file any financing statements and amendments thereof under the applicable UCC identifying Consultant’s interest in the Additional Consultant Goods (and any proceeds from the sale thereof) as consigned goods thereunder and the Debtors as the consignee therefor, and Consultant’s security interest in such Additional Consultant Goods and Additional Consultant Goods proceeds). As part of each weekly reconciliation, the Debtors shall turnover all proceeds from the sale of Additional Consultant Goods to the Consultant, net of any fee payable to the Debtors pursuant to the Consulting Agreement.

C. Abandonment of Property.

19. The Debtors are authorized, with consent of the DIP Agents (as defined in the Final DIP Order) and after consultation with the Creditors' Committee, to abandon any Merchandise, personal property, and FF&E at the Additional Closing Stores, the Corporate Offices, and/or the Distribution Centers as well as any Burdensome Property, including, but not limited to, property held by shippers or agents of the Debtors; *provided that*, to the extent prohibited by applicable law, the Consultant and Debtors are not authorized to abandon, and the Debtors are directed to remove and properly dispose of, any hazardous materials defined under applicable law of the jurisdiction in which the materials are located from any leased premises as and to the extent required by applicable law of the jurisdiction in which the lease premises lies.

D. The Wind-Down Incentive Program.

20. The Wind-Down Incentive Program is hereby approved in its entirety, pursuant to sections 105(a), 363(b) and 503(c)(3) of the Bankruptcy Code. The Debtors are authorized to pay awards under the Wind-Down Incentive Program to the extent provided for in the Wind-Down Budget. For the avoidance of doubt, and notwithstanding anything herein or in the Motion to the contrary, no insiders shall participate in the Wind-Down Incentive Program.

21. The Wind-Down (and the Debtors' sending WARN notices to employees) shall be deemed a non-voluntary termination of all existing employees.

E. Non-Insider Employee Severance Program.

22. The Debtors may make payments under the Non-Insider Employee Severance Program to the extent provided for in the Wind-Down Budget.

F. Consumer Provisions.

23. For the first thirty (30) days from the date of this Order, the Debtors shall accept returns of merchandise sold by the Debtors in the ordinary course prior to any Sale Commencement Date; *provided*, that such return is otherwise in compliance with the Debtors' return policies in

effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price being offered in the Store Closings; *provided, further*, that (i) returns of items sold on a “final” basis, including items sold in the Initial Closing Stores on a “final” basis pursuant to the Store Closing Order, shall not be accepted, and (ii) gift cards may not be returned for cash.

24. All in-store sales in Additional Store Closings shall be “as is” and final. Returns related to the purchases made in Additional Store Closings shall not be accepted, except as set forth herein.

25. Notwithstanding anything herein, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.” The Debtors shall accept return of any goods purchased during the Store Closings that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund; *provided*, that the consumer must return the merchandise within twenty-one (21) days of their purchase, the consumer must provide a receipt for the purchase to the Debtors, and the asserted defect must in fact be a “latent” defect, which goods shall not be resold by the Debtors

26. For the first thirty (30) days from the date of entry of this Order, the Debtors shall continue to accept the Debtors’ validly-issued gift certificates, gift cards, and loyalty certificates issued prior to the Sale Commencement Date in their e-commerce business and with respect to stores that have reopened prior to entry of this Order in the ordinary course of business. For the first thirty days from the date of the reopening of any store, such store will continue to accept the Debtors’ validly-issued gift certificates, gift cards, and loyalty certificates issued prior to the Sale Commencement Date for in-person (and only in person) purchases in the ordinary course of

business. After the expiration of the thirty days to utilize gift certificates, gift cards, and loyalty certificates on the e-commerce platform or in-store, all such validly-issued gift certificates, gift cards, and loyalty certificates will no longer be accepted by the Debtors and deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards, gift certificates, and loyalty certificates are not redeemable for cash at any time.

27. The Debtors shall post conspicuous signs in their stores, including at their cash registers, as well as online, explaining the above “consumer provisions” to customers, including the return policies and gift card policy, which shall remain posted throughout the duration of the Store Closings.

G. Administrative Claims Process.

28. Except as otherwise provided for herein or in the Final DIP Order, all entities who hold or assert any postpetition claim(s) (including any administrative claim allowable under 11 U.S.C. § 503(b) and entitled to priority pursuant to 11 U.S.C. § 507) shall follow the Administrative Claims Process established by this Court.

29. Any motion, application, action, or pleading filed in these cases seeking payment for any amounts not included in the Wind-Down Budget shall be automatically adjourned until such motion, application, action, or pleading is resolved or adjudicated in the Administrative Claims Process. For the avoidance of doubt, any party that is not timely paid on account of obligations arising pursuant to the Wind-Down, to the extent such obligation is contained in the category of obligations set forth in the Wind-Down Budget—including rent payments—may seek relief from the Court to remedy any such alleged non-payment; *provided* that prior to seeking such relief from the Court, such party shall provide the Debtors five (5) business days’ written notice (which may be in email) and opportunity to cure or reconcile the asserted non-payment. Any such

requested relief for non-payment shall not be subject to any right of the Debtors to continue matters as provided in any procedures orders entered in these cases.

H. Authorized Approvers.

30. The Authorized Approvers on the list attached hereto as **Exhibit 5** (the “Authorized Approver List”) are authorized to issue Critical Third-Party Notices to vendors and any service providers whose services are covered by the Wind-Down Budget, and the Debtors are authorized, but not directed, to make payments to parties so notified consistent with the Wind-Down Budget. Any vendor or service provider may rely upon: (i) the written representation of one of the Debtors’ advisors or Remaining Employees (when accompanied by a copy of this Order) that such party is an Authorized Approver if the vendor or service provider reasonably believes that the representation is true and (ii) a written instruction of an Authorized Approver (or such person as the vendor or service provider reasonably believes is an Authorized Approver) in making determinations regarding whether to provide a good or service to the Debtors.

31. An Authorized Approver may approve expenses (i) for goods and services provided to the Debtors on or after May 29 that are necessary for the Wind Down; (ii) with respect to stores re-opening prior to May 29 and the Debtors e-commerce business, all amounts incurred in connection with such activities; (iii) for goods and services provided prior to May 29 for vendors and suppliers whose services are necessary for the Wind-Down, and for which payment is required in order for the Debtors to receive goods or services during the Wind-Down period, and the payment is included in the Wind-Down Budget; (iv) otherwise agreed to by the Debtors’ lenders, including the Ad Hoc Group of Term Lenders, or (v) incurred during the Limited Operation Period. Furthermore, no payments of administrative claims under section 503(b)(9) will be made pursuant to the Wind Down Budget.

32. Upon consultation with the Creditors' Committee, the Debtors are authorized to supplement the Authorized Approvers List as necessary to add or remove Authorized Approvers from time to time in their sole discretion without the need for any further hearing. In such event, the Debtors shall file the amended or supplemental Authorized Approver List with this Court and serve such list on the Notice Parties. Vendors and other service providers shall be entitled to rely upon the written statements of an Authorized Approver so long as such written statement was made when the Authorized Approver was on the Authorized Approver List at the time such statement was made.

33. The Debtors shall post the Authorized Approvers List on their case website and shall promptly post any and all updates to such list made from time to time.

I. Notice of Auction and Asset Sale.

34. The dates of the Bid Deadline, Auction, and Sale Hearing as set forth in the Bidding Procedures Order are amended as follows:

Event	Date
Bid Deadline	July 1, 2020, at 5:00 p.m. (prevailing Eastern Time)
Auction	July 8, 2020, at 10:00 a.m. (prevailing Eastern Time), or as may be adjourned to such later date by the Debtors
Sale Hearing	July 15, 2020, at a time to be determined, or such other date and time that the Court may later direct and as agreed upon by the Debtors

35. The Debtors will provide adequate assurance to affected landlords (if any) contemporaneously with the filing of (as applicable) (i) a Plan Supplement listing the assumed leases (if any) or (ii) the Notice of Successful Bidder to the extent the Successful Bid contemplates

assumption of any leases; *provided, however*, that the Debtors shall not seek to assume any leases (unless the Debtors have the consent of the applicable landlord to such assumption) on or after the earlier of (i) September 14, 2020 or (ii) the date the confirmation order is entered.

36. The Bidding Procedures Order applies to the Asset Sales contemplated by the Motion. For the avoidance of doubt, any order approving the Asset Sale shall not impair the Wind-Down.

J. Procedures for Payment of Deferred Rent Claims.

37. The Debtors are directed to make Deferred Rent Payments to Consenting Landlords for Deferred Rent Claims in accordance with the Wind-Down Budget and the following procedures:

- The Debtors will file a list of proposed rejection dates for all stores on or prior to July 10, 2020 (the “Rejection Notice”) consistent with the procedures set forth in the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases* (the “Lease Rejection Procedures Order”) [Docket No. 402]. This list will be subject to change; *provided* that the Debtors will be required to obtain landlord consent to extend any rejection date later than that which is set out in the Rejection Notice.
- Any landlord objecting to the proposed rejection date on the grounds that it is beyond the 365(d)(4) Deadline shall notify the Debtors’ counsel by email or mail to Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Emily E. Geier, and AnnElyse Scarlett Gains; Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Joshua M. Altman and Charles Sterrett, and Kutak Rock LLP, 901 East Byrd Street, Suite 1000, Richmond, Virginia 23218, Attn: Michael A. Condyles, Peter J. Barrett, Jeremy S. Williams, and Brian H. Richardson of their decision to opt out of the later rejection date prior to July 24, 2020 (an “Opt-Out Notification”).
- Any landlord that executes an Opt-Out Notification that does not subsequently agree to such proposed rejection date will have their Deferred Rent Claims treated as all other administrative claims in these chapter 11 cases. The Debtors will work with the landlord to vacate the premises as soon as possible on or around the 365(d)(4) Deadline.
- Any landlord that does not send an Opt-Out Notification prior to July 24, 2020 (each such landlord a “Consenting Landlord”) will waive any objection to the

rejection date set forth on the Rejection Notice and will receive payment of the Deferred Rent amounts on or prior to September 12, 2020 (such payment, the “Deferred Rent Payment”).

38. For all such leases, the rejection date will be that set forth in the Rejection Notice, or as otherwise agreed to between the parties, consistent with the Lease Rejection Procedures Order. For the avoidance of doubt, to the extent the Debtors retain possession of a leased premises beyond the 365(d)(4) Deadline, the Debtors shall continue to make payments of all rent obligations under each applicable lease in the ordinary course of business.

K. Other Provisions.

39. For the avoidance of doubt, the Consultant and landlords are authorized but not required to enter into Side Letters (as defined and described in the Store Closing Order) modifying the Sale Guidelines with regard to any Additional Closing Stores. In the event of a conflict between the Sale Guidelines, this Order (but solely with respect to conduct of the sales) and any Side Letter, the terms of such Side Letter shall control.

40. The Statement of Work and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof and with the consent of the DIP Agents and following consultation with the Creditors’ Committee, without further order of this Court so long as the interests of counterparties to leases of non-residential real property are not adversely affected or as otherwise ordered by the Court.

41. Notwithstanding anything contrary in the Statement of Work, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant’s fraud, willful misconduct, or gross negligence.

42. For the avoidance of doubt, the Debtors shall ensure that the Store Closings comply with all state or local safety laws and ordinances related to COVID-19, such as the use of personal protective equipment, where required.

43. To the extent the Debtors owe outstanding postpetition rent obligations arising prior to the Limited Operation Period, the Debtors are directed to make all such payments in accordance with the Wind-Down Budget.

44. Notwithstanding Bankruptcy Rule 6004(h), this Order shall take effect immediately upon its entry.

45. Notice of the Motion as provided therein is deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules of this Court are satisfied by such notice.

46. Notwithstanding Bankruptcy Rules 6003(b) and 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

47. Cause exists to shorten the notice period set forth in Bankruptcy Rule 2002, to the extent applicable.

48. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived to the extent necessary.

49. This Court shall retain jurisdiction with regard to all issues or disputes relating to this Order or the Statement of Work, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closings, (c) any other disputes related to the Store Closings, and (d) protect the Debtors and/or the Consultant against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action against the Debtors, the Consultant, the landlords, or the Store Closings until

this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

50. Treatment of Proceeds from Sale of Certain Assets. Consistent with the Final DIP Order and as adequate protection for the claims of the Texas Taxing Authorities,⁴ the Debtors will fund a segregated account (the “Texas Tax Account”) in an amount not to exceed \$1,474,679.28 from the proceeds of the non-ordinary course sale of any of the Debtors’ assets located in the state of Texas that occurs after the Petition Date. The liens asserted by the Texas Taxing Authorities (and all other liens junior to those of the Texas Taxing Authorities) shall attach to the Texas Tax Account to the same extent and with the same priority as the liens the Texas Taxing Authorities assert against such assets of the Debtors. The Texas Tax Account shall be maintained solely for the purpose of providing adequate protection for the Texas Taxing Authorities prior to the distribution of any proceeds to any other creditor and shall constitute neither the allowance of the claims of the Texas Taxing Authorities, nor a floor or cap on the amount the Texas Taxing Authorities may be entitled to receive. All parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities are fully

⁴ The “Texas Taxing Authorities” includes taxing authorities for the Counties of: Allen, Allen ISD, Arlington Independent School District, Bell County Tax Appraisal District, Bexar County, Bowie Central Appraisal District, Brazoria County Tax Office, Brazos County, Burleson Independent School District, Cameron County, Carrollton-Farmers Branch Independent School District, City of Burleson, City of Garland, City of Waco, et al., Clear Creek Independent School District, Comal County, Crowley Independent School District, Cypress - Fairbanks ISD, Dallas County, Denton County, El Paso, Fort Bend County, Fort Bend County Levee Improvement District #2, Fort Bend County Municipal Utility District #50, Fort Bend Independent School District, Frisco, Galveston County, Garland Independent School District, Gregg County, Harris County, Harris County Water Control and Improvement District #116, Hidalgo County, Humble Independent School District, Jefferson County, Lewisville ISD, Lubbock Central Appraisal District, McAllen, McLennan County, Memorial Villages Water Authority, Midland County, Montgomery County, Montgomery County Municipal Utility District #67, Neuces County, Pasadena Independent School District, Potter County, Rockwall CAD, Smith County, Spring Branch Independent School District, Tarrant County, Taylor County, Tom Green CAD, Tyler Independent School District, Victoria County, Wichita County, and Williamson County.

preserved. Funds in the Texas Tax Account may be distributed upon agreement by the Texas Taxing Authorities and the Debtors, with the consent of the Agents, or by subsequent order of the Court, duly noticed to the Texas Taxing Authorities and the Agents. Notwithstanding any other provisions included in the Interim DIP Order or the Final DIP Order, or any agreements approved hereby, any statutory liens (collectively, the “Tax Liens”) of the Texas Taxing Authorities shall not be primed by or made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities are fully preserved.

51. Within 30 days of the conclusion of the Sale, the Debtors shall (a) file with the Court a summary report of the store closing process that will include (i) a list of the stores closed and (ii) gross revenue from the store closing assets sold, and (b) file with the Court and serve on the U.S. Trustee, any statutory committee, and any other party in interest who may so request, a report showing payment of each of the Consultant’s fees, setting forth detail and information regarding the calculation of such fees paid to the Consultant and expenses reimbursed to the Consultant. Only the U.S. Trustee (and no other party) shall have 20 days after the date on which such report is filed to object, under the standards of section 328(a) of the Bankruptcy Code, solely as to the reasonableness of the compensation paid or expenses reimbursed to the Consultant; provided, however, that with respect to any such objection: (i) the Consultant’s “Base Fee” and reimbursement of expenses in accordance with the aggregate budget set forth on Exhibit B to the Consulting Agreement (including any individual Statement of Work thereunder) shall be reviewed under the standards of section 328(a) and are found to be reasonable as of the date hereof, and such Base Fee shall not be later deemed unreasonable on the basis that the success of the Sale, whether

on account of sales, recovery, or otherwise, resulted in the Consultant receiving compensation, in dollar terms, that was greater than any budget or forecast provided by the Debtors, their advisors, and/or the Consultant; and (ii) the Consultant's "Incentive Fee" or any other fee not reflected in the Consulting Agreement, and any additional expenses reimbursed in excess of the aggregate budget, shall not receive the same presumption and shall be reviewed under the standards of section 330 of the Bankruptcy Code. To the extent an objection is filed by the U.S. Trustee and cannot be resolved, the parties shall coordinate to have the objection to the Consultant's compensation brought before the Court at the next scheduled omnibus hearing or such other date and time as shall be agreed by the parties.

Dated: Jun 2 2020
Richmond, Virginia

/s/ Kevin R Huennekens

United States Bankruptcy Judge

Entered on Docket: Jun 2 2020

WE ASK FOR THIS:

/s/ Jeremy S. Williams

Michael A. Condyles (VA 27807)

Peter J. Barrett (VA 46179)

Jeremy S. Williams (VA 77469)

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- and -

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Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit 1
Statement of Work

Pier I Imports (U.S.), Inc./Gordon Brothers Retail Partners, LLC
Statement of Work No. 82
As of May 12, 2020

Reference is made to the Store Closing Program Letter Agreement dated January 28, 2009 between Pier I Imports (U.S.), Inc. and Gordon Brothers Retail Partners, LLC ("Letter Agreement"). Capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Letter Agreement.

The parties hereto agree as follows:

1. This is a "Statement of Work" as contemplated by the Letter Agreement.
2. Attached hereto as Exhibit A is a list of Merchant's 541 retail stores to be closed pursuant to, and subject to the terms and conditions of, the Letter Agreement and this Statement of Work. Such stores, together with Merchant's e-commerce site, shall be deemed "Stores" for purposes herein and Consultant shall be permitted to conduct the Sale in and through all such Stores, including without limitation, the e-commerce site. Also included on Exhibit A are the respective "Sale Commencement Date(s)" and "Sale Termination Date(s)" with respect to each Store subject to this Statement of Work; provided, however, that (as provided in the Letter Agreement) GBRP may from time to time establish an earlier "Sale Termination Date" with respect to any one or more Stores (on a per Store basis) upon five (5) days prior notice to Merchant.
3. Attached as Exhibit B is the expense budget for the "GBRP's Controlled Expenses" with respect to the Stores subject to this Statement of Work.
4. Merchant shall pay GBRP an "Incentive Fee" (which, if earned, shall be in addition to the Base Fee) as one of the following (e.g., back to the first dollar), based upon the applicable Recovery Percentage relating to the Sale at the Stores subject to this Statement of Work:

Recovery Percentage	GBRP's Incentive Fee
Below 50.00%	None
50.00% - 51.99%	0.25% of the Retail Value of the Merchandise
52.00% - 53.99%	0.75% of the Retail Value of the Merchandise

54.00% and Above	1.00% of the Retail Value of the Merchandise; plus an amount equal to \$500 per Store subject to this Statement of Work
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The performance hurdles set forth above have been established based upon Merchant's representation to GBRP that: (i) the composition of the Merchandise shall be consistent with the information summarized on Exhibit C attached hereto; and (ii) from and after the date hereof and through the Sale Commencement Date, (y) the Stores will be (and have been) operated in the ordinary course consistent with historic practices (including without limitation with respect to replenishment, transfers of merchandise and FF&E in and out, PLU file administration, store hours, and promotion/advertising), and (z) there shall be no increases or decreases to the Merchant's retail prices of any items of Merchandise outside of the ordinary course of business consistent with historic periods.

For the avoidance of doubt, the Gross Proceeds and Retail Value of Merchandise calculations shall be made with reference to the Sale at the Stores subject to this Statement of Work in the aggregate and not on a per-Store basis (but not with reference to any of Merchant's other stores subject to any other Statement(s) of Work).

5. (A) In connection with the Sale, and subject to compliance with any approval order of the Letter Agreement and/or this Statement of Work entered by the United States Bankruptcy Court presiding over Merchant's chapter 11 case, Consultant shall have the right, at Consultant's sole cost and expense, to supplement the Merchandise in the Sale with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale ("Additional Consultant Goods"). The Additional Consultant Goods shall be purchased by Consultant as part of the Sale, and delivered to the Stores at Consultant's sole expense (including labor, freight and insurance relative to shipping such Additional Consultant Goods to the Stores). Sales of Additional Consultant Goods shall be run through Merchant's cash register systems; provided, however, that Consultant shall mark the Additional Consultant Goods using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise. Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. Additionally, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale. Absent Merchant's written consent, and Consultant's agreement to reimburse Merchant for any associated expenses, Consultant shall not use Merchant's distribution centers for any Additional Consultant Goods.

(B) Consultant shall pay to Merchant an amount equal to five percent (5.0%) of the gross proceeds (excluding sales taxes) from the sale of the Additional Consultant Goods (the

“Additional Consultant Goods Fee”), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant shall pay Merchant its Additional Consultant Goods Fee in connection with each weekly sale reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during each then prior week (or at such other mutually agreed upon time).

(C) Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant’s obligations to pay to Merchant the Additional Consultant Goods Fee, at all times and for all purposes the Additional Consultant Goods and their proceeds shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. The Additional Consultant Goods shall at all times remain subject to the exclusive control of Consultant.

(D) Merchant shall, at Consultant’s sole cost and expense, insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant’s insurers. Consultant shall be responsible for payment of any deductible (but only in relation to the Additional Consultant Goods) under any such insurance in the event of any casualty affecting the Additional Consultant Goods.

(E) Merchant acknowledges that the Additional Consultant Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the “UCC”). Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds less the Additional Consultant Goods Fee, and Consultant is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties.

6. All other terms and conditions of the Letter Agreement are hereby affirmed and incorporated into this Statement of Work.

7. Notwithstanding anything to the contrary in the Agreement, Consultant will advance funds for the Consultant's Controlled Expenses, and Merchant shall reimburse Consultant weekly therefor (up to the aggregate budgeted amount) in connection with a weekly reconciliation upon presentation of reasonable documentation for such actually-incurred expenses. In addition to, and not as part of,

reimbursement of any Consultant Controlled Expenses, Merchant shall also reimburse Consultant for its reasonable and documented legal fees and expenses incurred in connection with this Agreement.

8. Concurrently with the execution of, and as a condition to Consultant's obligations under, this Statement of Work, Merchant shall fund to Consultant \$3.7 million (the "Special Purpose Payment") which shall be held by Consultant until the Final Reconciliation (and Merchant shall not apply the Special Purpose Payment to, or otherwise offset any portion of the Special Purpose Payment against, any weekly reimbursement, payment of fees, or other amount owing to Consultant under this Agreement prior to the Final Reconciliation). Without limiting any of Consultant's other rights, Consultant may apply the Special Purpose Payment to any unpaid obligation owing by Merchant to Consultant under this Agreement. Any portion of the Special Purpose Payment not used to pay amounts explicitly contemplated by this Agreement shall be returned to Merchant within three days following the Final Reconciliation.

Gordon Brothers Retail Partners, LLC

Pier 1 Imports (U.S.), Inc.

By: 

Print Name and Title:

Richard P. Edwards

Exhibits: President

A - Stores

B - GBRP Controlled Expenses

C- Merchandise Composition

By: 

Mark R Haley (May 26, 2020 08:43 CDT)

Mark R. Haley,

EVP Stores Sales & Operations

Exhibit A

Store List

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
1	MERRITT ISLAND FL	780 EAST MERRITT ISLAND CSWY	MERRITT ISLAND	FL	32952-3562	TBD	TBD
2	MEMPHIS/WALNUT GROVE TN	3115 WALNUT GROVE RD	MEMPHIS	TN	38111-3509	TBD	TBD
11	GREENSBURG PA	5129 ROUTE 30	GREENSBURG	PA	15601-6692	TBD	TBD
13	VERO BEACH FL	5980 20TH ST	VERO BEACH	FL	32966-1019	TBD	TBD
15	MEDFORD OR	3425 CRATER LAKE HWY	MEDFORD	OR	97504-9259	TBD	TBD
21	PHOENIX/SCOTTSDALE AZ	8606 EAST SHEA BLVD	SCOTTSDALE	AZ	85260-6614	TBD	TBD
26	CHARLESTON/MT PLEASANT SC	1128 MARKET CENTER BLVD	MOUNT PLEASANT	SC	29464-7467	TBD	TBD
28	N ORLEANS/METAIRIE LA	800 METAIRIE RD	METAIRIE	LA	70005-4043	TBD	TBD
29	NORMAN OK	200 NORMAN CENTER CT	NORMAN	OK	73072-4843	TBD	TBD
34	BALTIMORE/GLENBUR MD	8140 RITCHIE HWY	PASADENA	MD	21122-3906	TBD	TBD
41	FORT COLLINS CO	4336 SOUTH COLLEGE AVE	FORT COLLINS	CO	80525-3021	TBD	TBD
44	HOUSTON/RIVER OAKS TX	1927 WEST GRAY	HOUSTON	TX	77019-4801	TBD	TBD
48	WEST LEBANON NH	254 PLAINFIELD RD	WEST LEBANON	NH	03784-2001	TBD	TBD
49	BURLINGTON WA	1220 S BURLINGTON BLVD	BURLINGTON	WA	98233-3316	TBD	TBD
50	RAPID CITY SD	2220 HAINES AVE	RAPID CITY	SD	57701-7809	TBD	TBD
55	MIDLAND TX	3001 WEST LOOP 250N	MIDLAND	TX	79705-3252	TBD	TBD
58	HOUSTON/FM 1960 TX	5650 FM 1960	HOUSTON	TX	77069-4202	TBD	TBD
64	LA/ANAHEIM HILLS CA	8156 EAST SANTA ANA CANYON RD	ANAHEIM	CA	92808-1112	TBD	TBD
65	RALEIGH/CARY CROSSROADS NC	1819 WALNUT ST	CARY	NC	27518-9201	TBD	TBD
68	KC/OVERLAND PARK KS	7076 WEST 105TH ST	OVERLAND PARK	KS	66212-1803	TBD	TBD
75	DALLAS/ROCKWALL TX	2707 MARKET CENTER DR	ROCKWALL	TX	75032-6564	TBD	TBD
77	NJ/PARAMUS ROUTE 17 NJ	723 RTE 17 S	PARAMUS	NJ	07652-3111	TBD	TBD
82	DELAWARE/CHRISTIANA DE	400 CENTRE BLVD	NEWARK	DE	19702-3223	TBD	TBD
88	OLON OH	6025 KRUSE DR	OLON	OH	44139-2378	TBD	TBD
90	AUSTIN/ARBORETUM TX	9828 GREAT HILLS TRAIL	AUSTIN	TX	78759-6334	TBD	TBD
91	SANDUSKY OH	5020 MILAN RD	SANDUSKY	OH	44870-5844	TBD	TBD
95	ROANOKE VA	4952 VALLEY VIEW BLVD NW	ROANOKE	VA	24012-2036	TBD	TBD
105	LAREDO TX	7509 SAN DARIO AVENUE	LAREDO	TX	78045-7207	TBD	TBD
108	NASHVILLE/COOL SPRINGS TN	1761 GALLERIA BLVD	FRANKLIN	TN	37067-1602	TBD	TBD
111	WINCHESTER VA	2290 LEGGE BLVD	WINCHESTER	VA	22601-3643	TBD	TBD
113	DALLAS/MEDALLION TX	138 MEDALLION CENTER	DALLAS	TX	75214-7805	TBD	TBD
114	WARREN/NILES OH	5580 YOUNGSTOWN-WARREN RD	NILES	OH	44446-4800	TBD	TBD
116	ALBANY NY	146 WOLF RD	ALBANY	NY	12205-1116	TBD	TBD
120	WASH DC/BOWIE MD	4410 MITCHELLVILLE RD	BOWIE	MD	20716-3112	TBD	TBD
124	TULSA/SHERIDAN OK	5255 SOUTH SHERIDAN	TULSA	OK	74145-7629	TBD	TBD
129	MIAMI/CORAL GABLES FL	1224 SOUTH DIXIE HWY	CORAL GABLES	FL	33146-2902	TBD	TBD
132	LOUISVILLE KY	4165 SHELBYVILLE RD	LOUISVILLE	KY	40207-3202	TBD	TBD
135	LA/COSTA MESA CA	2710 HARBOR BLVD	COSTA MESA	CA	92626-5123	TBD	TBD
143	PARKERSBURG WV	607 GRAND CENTRAL AVE	VIENNA	WV	26105-2141	TBD	TBD
147	N DARTMOUTH MA	36 FAUNCE CORNER ROAD	NORTH DARTMOUTH	MA	02747-4280	TBD	TBD
148	READING PA	1040 BERKSHIRE BLVD	READING	PA	19610-1226	TBD	TBD
153	CULVER CITY CA	11140 JEFFERSON BLVD	CULVER CITY	CA	90230-5522	TBD	TBD
158	LANCASTER PA	806 PLAZA BLVD	LANCASTER	PA	17601-2738	TBD	TBD
160	PITTSBURGH/MONROE PA	4201 WM PENN HWY	MONROEVILLE	PA	15146-2703	TBD	TBD
164	DESTIN FL	4424 COMMONS DR. EAST STE 1-A	DESTIN	FL	32541-3414	TBD	TBD
169	ALBANY/CLIFTON PARK NY	304 CLIFTON PARK CENTER RD	CLIFTON PARK	NY	12065-2421	TBD	TBD
177	HAMPTON/MERCURY BLVD VA	1045 WEST MERCURY BLVD	HAMPTON	VA	23666-3308	TBD	TBD
178	IDAHO FALLS ID	2275 EAST 17TH ST	IDAHO FALLS	ID	83404-6512	TBD	TBD
181	AUSTIN/LAKELINE TX	14010 US HWY 183N SUITE 200	AUSTIN	TX	78717-5915	TBD	TBD
188	MORGANTOWN WV	750 VENTURE DR	MORGANTOWN	WV	26508-7306	TBD	TBD
197	FAYETTEVILLE/CROSS CREEK MALL NC	575 CROSS CREEK MALL	FAYETTEVILLE	NC	28303-7245	TBD	TBD
203	TOPEKA/WANAMAKER KS	1930 SW WANAMAKER RD	TOPEKA	KS	66604-3829	TBD	TBD
206	ALBUQUERQUE/INDIAN SCHOOL NM	6670 INDIAN SCHOOL RD NE	ALBUQUERQUE	NM	87110-5309	TBD	TBD
210	LANCASTER OH	2015 SCHORRWAY DR	LANCASTER	OH	43130-8412	TBD	TBD
211	ATLANTA/FAYETTEVILLE GA	130 PAVILLION PKWY	FAYETTEVILLE	GA	30214-4056	TBD	TBD
213	KENNEWICK WA	1232 NORTH COLUMBIA CTR BLVD	KENNEWICK	WA	99336-1117	TBD	TBD
219	BILLINGS MT	2395 ROSEBUD	BILLINGS	MT	59102-6264	TBD	TBD
220	SEATTLE/LYNWOOD WA	2617 196TH ST SW	LYNNWOOD	WA	98036-6919	TBD	TBD
222	SAN ANTONIO/HILL COUNTRY TX	18120 SAN PEDRO AVE	SAN ANTONIO	TX	78232-1421	TBD	TBD
224	NEW BERN NC	2033 S GLENBURNIE RD	NEW BERN	NC	28562-5228	TBD	TBD
225	PALM BEACH/BOYNTON FL	320 NORTH CONGRESS AVE	BOYNTON BEACH	FL	33426-3413	TBD	TBD
227	CINC/MONTGOMERY RD OH	8063 MONTGOMERY RD	CINCINNATI	OH	45236-2905	TBD	TBD
240	PLANO/PRESTON ROAD TX	1805 PRESTON RD STE. A	PLANO	TX	75093-5101	TBD	TBD
244	LAS CRUCES NM	3020 EAST LOHMAN AVE	LAS CRUCES	NM	88011-8246	TBD	TBD
250	BAY AREA/BLOSSOM HILL RD CA	1009 BLOSSOM HILL RD	SAN JOSE	CA	95123-1104	TBD	TBD
251	SYRACUSE NY	5788 BRIDGE ST	EAST SYRACUSE	NY	13057-2921	TBD	TBD
253	BUFFALO/TONAWANDA NY	1650 NIAGARA FALLS BLVD	TONAWANDA	NY	14150-7529	TBD	TBD
255	GREEN BAY WI	2281 SOUTH ONEIDA ST	GREEN BAY	WI	54304-4711	TBD	TBD
259	BOSTON/WOBURN MA	425 WASHINGTON ST	WOBURN	MA	01801-2157	TBD	TBD
261	SEATTLE/SILVERDALE WA	3235 NW PLAZA ST	SILVERDALE	WA	98383-8101	TBD	TBD
264	GRESHAM OR	470 NW EASTMAN PKWY	GRESHAM	OR	97030-7251	TBD	TBD
265	MADISON/WEST END WI	7475 MINERAL POINT RD	MADISON	WI	53717-1720	TBD	TBD
267	TRAVERSE CITY MI	3180 SOUTH AIRPORT RD W	TRAVERSE CITY	MI	49684-8995	TBD	TBD
269	BOZEMAN MT	1640 NORTH 19TH AVE	BOZEMAN	MT	59718-3649	TBD	TBD
272	WASH DC/POTOMAC VA	14348 GIDEON DR	WOODBIDGE	VA	22192-4640	TBD	TBD
273	SPOKANE WA	101 W. NORTH RIVER DR.	SPOKANE	WA	99201-2253	TBD	TBD
279	MIDDLETOWN NY	400 NORTH GALLERIA DR	MIDDLETOWN	NY	10941-3000	TBD	TBD

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
281	GRAND JUNCTION CO	2454 HWY 6 AND 50	GRAND JUNCTION	CO	81505-1117	TBD	TBD
282	GREENFIELD WI	5170 SOUTH 76TH ST	GREENDALE	WI	53129-1112	TBD	TBD
283	DAYTONA BEACH FL	2451 WEST INTERNATIONAL SPDWY	DAYTONA BEACH	FL	32114-1117	TBD	TBD
289	ATLANTA/SNELLVILLE GA	1708 SCENIC HWY N	SNELLVILLE	GA	30078-5645	TBD	TBD
290	BEL AIR MD	615 BEL AIR ROAD	BEL AIR	MD	21014-4308	TBD	TBD
291	DETROIT/HARPER WOODS MI	19233 VERNIER RD	HARPER WOODS	MI	48225-1010	TBD	TBD
292	TUCSON/ORACLE AZ	4415 NORTH ORACLE RD	TUCSON	AZ	85705-1635	TBD	TBD
307	CHEYENNE WY	1345 DELL RANGE BLVD	CHEYENNE	WY	82009-4852	TBD	TBD
312	SAVANNAH GA	5500 ABERCORN	SAVANNAH	GA	31405-6913	TBD	TBD
313	FAIRLAWN OH	3737 WEST MARKET ST	FAIRLAWN	OH	44333-4538	TBD	TBD
318	STROUDSBURG PA	101 POCONO COMMONS DRIVE	STROUDSBURG	PA	18360-7599	TBD	TBD
326	SAN ANGELO TX	4141 SUNSET DR	SAN ANGELO	TX	76904-5615	TBD	TBD
331	LEXINGTON/HAMBURG KY	1900 PAVILLION WAY	LEXINGTON	KY	40509-2210	TBD	TBD
334	ALBUQUERQUE/COTTONWOOD NM	10010 COORS BLVD NW	ALBUQUERQUE	NM	87114-4020	TBD	TBD
337	SANTA FE NM	4056 CERRILLOS	SANTA FE	NM	87507-2605	TBD	TBD
338	DETROIT/LAKESIDE MI	44501 SCHOENHERR	STERLING HEIGHTS	MI	48313-1133	TBD	TBD
340	SOUTHBURY CT	775 MAIN STREET SOUTH	SOUTHBURY	CT	06488-2271	TBD	TBD
346	CHARLESTON/VILSQC SC	1909 SAM RITTENBURG	CHARLESTON	SC	29407-4825	TBD	TBD
350	KEY WEST FL	2716 NORTH ROOSEVELT BLVD	KEY WEST	FL	33040-3926	TBD	TBD
352	CHARLOTTE/SOUTH BLVD NC	4729 SOUTH BLVD	CHARLOTTE	NC	28217-2117	TBD	TBD
354	ALTOONA PA	2800 OLD RTE 220	ALTOONA	PA	16601-9337	TBD	TBD
359	ROCH/VICTOR NY	140 COBBLESTONE COURT DR	VICTOR	NY	14564-9719	TBD	TBD
363	FLINT/GENESEE VALLEY MI	4310 MILLER RD	FLINT	MI	48507-1253	TBD	TBD
365	CONN/BRANFORD CT	1078 WEST MAIN ST	BRANFORD	CT	06405-3428	TBD	TBD
366	TALLAHASSEE/GOVERNOR'S SQ FL	1407 EAST LAFAYETTE	TALLAHASSEE	FL	32301-4747	TBD	TBD
369	FREDERICKSBURG VA	3071 PLANK RD	FREDERICKSBURG	VA	22401-4951	TBD	TBD
370	SACRAMENTO/LAGUNA CA	7440 LAGUNA BLVD	ELK GROVE	CA	95758-5060	TBD	TBD
375	COVINGTON LA	66 PARK PLACE	COVINGTON	LA	70433-5183	TBD	TBD
380	DETROIT/TROY MI	388 JOHN R RD	TROY	MI	48083-4542	TBD	TBD
383	AUBURN AL	1716 OPELIKA RD	AUBURN	AL	36830-2866	TBD	TBD
386	HUNTSVILLE/MARRIOT AL	4806 UNIVERSITY DR	HUNTSVILLE	AL	35816-1808	TBD	TBD
391	MIAMI/S MIAMI FL	8725 SW 136TH ST	MIAMI	FL	33176-5814	TBD	TBD
397	FT LAUD/CORAL SPRINGS FL	751 UNIVERSITY DR	CORAL SPRINGS	FL	33071-7047	TBD	TBD
403	KC/BARRY RD MO	6001 NW BARRY RD	KANSAS CITY	MO	64154-2527	TBD	TBD
407	GULFPORT MS	15154 CROSSROADS PKWAY	GULFPORT	MS	39503-3565	TBD	TBD
410	MPLS/RIDGEDALE MN	12970 WAYZATA BLVD	MINNETONKA	MN	55305-1949	TBD	TBD
412	JOHNSON CITY TN	2116 NORTH ROAN ST	JOHNSON CITY	TN	37601-2536	TBD	TBD
418	MILWAUKEE/BROOKFIELD WI	17000 NW BLUEMOUND RD	BROOKFIELD	WI	53005-5951	TBD	TBD
420	SAN DIEGO/CARMEL MOUNTAIN CA	12004 CARMEL MOUNTAIN RD	SAN DIEGO	CA	92128-4649	TBD	TBD
422	PORTLAND/CLACKAMAS OR	11211 SE 82ND AVE	HAPPY VALLEY	OR	97086-7624	TBD	TBD
424	HAGERSTOWN MD	17730 GARLAND GROH BLVD	HAGERSTOWN	MD	21740-2016	TBD	TBD
429	WILMINGTON NC	3741 OLEANDER DR	WILMINGTON	NC	28403-0823	TBD	TBD
433	SALT LAKE/COTTONWOOD UT	4850 HIGHLAND DR	SALT LAKE CITY	UT	84117-6007	TBD	TBD
436	SAN DIEGO/OCEANSIDE CA	2555 VISTA WAY	OCEANSIDE	CA	92054-6339	TBD	TBD
438	HOUSTON/BAYTOWN TX	6616 GARTH RD	BAYTOWN	TX	77521-8623	TBD	TBD
439	FRESNO/RIVERPARK CA	7457 N BLACKSTONE AVE	FRESNO	CA	93720-4305	TBD	TBD
445	RHODE IS/WARWICK RI	1276 BALD HILL RD	WARWICK	RI	02886-4200	TBD	TBD
449	FREEHOLD NJ	4331 ROUTE 9 UNIT 1	FREEHOLD	NJ	07728-4215	TBD	TBD
450	BAY AREA/DUBLIN CA	4976 DUBLIN BLVD	DUBLIN	CA	94568-7568	TBD	TBD
454	WASH DC/FAIRFAX VA	11210 JAMES SWART CIRCLE	FAIRFAX	VA	22030-5023	TBD	TBD
455	SPRINGFIELD MO	3110 S GLENSTONE AVE	SPRINGFIELD	MO	65804-4404	TBD	TBD
464	AUSTIN/ROUND ROCK TX	2701-B PARKER ROAD	ROUND ROCK	TX	78681-7992	TBD	TBD
466	BRIDGEWATER NJ	385 U S HWY 202-206	BRIDGEWATER	NJ	08807-2442	TBD	TBD
469	STUART/TREASURE COAST FL	3520 NORTHWEST FEDERAL HWY	JENSEN BEACH	FL	34957-4424	TBD	TBD
470	RICHMOND/SHORT PUMP VA	11120 W BROAD STREET	GLEN ALLEN	VA	23060-5813	TBD	TBD
472	MADISON/EASTEND WI	4260 EAST TOWNE BLVD	MADISON	WI	53704-3704	TBD	TBD
477	ENFIELD CT	34 HAZARD AVE	ENFIELD	CT	06082-3723	TBD	TBD
483	STL/ELLISVILLE MO	15382 MANCHESTER RD	BALLWIN	MO	63011-3052	TBD	TBD
486	BOSTON/HANOVER MA	1282 WASHINGTON ST	HANOVER	MA	02339-1631	TBD	TBD
487	PALM HARBOR FL	31650 U S HWY 19 N	PALM HARBOR	FL	34684-3723	TBD	TBD
494	JOPLIN MO	410 RANGE LINE RD	JOPLIN	MO	64801-1612	TBD	TBD
495	NEW YORK/SPRING VALLEY NY	150 SPRING VALLEY MARKET PLACE	SPRING VALLEY	NY	10977-5222	TBD	TBD
504	MIAMI/AVENTURA FL	18681 BISCAYNE BLVD	AVENTURA	FL	33180-2918	TBD	TBD
513	ST JOSEPH/BENTON HARBOR MI	1000 E NAPIER AVE	BENTON HARBOR	MI	49022-3957	TBD	TBD
514	ORLANDO/WINTER PARK FL	480 N ORLANDO AVE	WINTER PARK	FL	32789-2912	TBD	TBD
518	OLD SAYBROOK CT	665 BOSTON POST RD	OLD SAYBROOK	CT	06475-1521	TBD	TBD
519	FT MYERS/CLEVELAND AVE FL	4945 S CLEVELAND AVE	FORT MYERS	FL	33907-1399	TBD	TBD
521	PEORIA/CHARTER OAK PLAZA IL	5115 W HOLIDAY DRIVE	PEORIA	IL	61615-9462	TBD	TBD
531	BATON ROUGE/BLUEBONNET LA	6757 BLUEBONNET BLVD	BATON ROUGE	LA	70836-6700	TBD	TBD
532	COLUMBIA MD	6131 COLUMBIA CROSSING CIRCLE	COLUMBIA	MD	21045-8208	TBD	TBD
534	WATCHUNG NJ	1515 ROUTE 22 WEST	WATCHUNG	NJ	07069-6509	TBD	TBD
536	PORT CHARLOTTE FL	18500 VETERANS BLVD	PORT CHARLOTTE	FL	33954-1035	TBD	TBD
540	DETROIT/AUBURN HILLS MI	3918 BALDWIN ROAD	AUBURN HILLS	MI	48326-1219	TBD	TBD
541	ATLANTA/MALL OF GEORGIA	1695 MALL OF GEORGIA BLVD	BUFORD	GA	30519-4929	TBD	TBD
542	WILKES-BARRE PA	407 ARENA HUB PLAZA	WILKES-BARRE TOWNSHIP	PA	18702-6838	TBD	TBD
544	PLAINFIELD IN	2683 EAST MAIN STREET	PLAINFIELD	IN	46168-2767	TBD	TBD
545	LA/BREA UNION CA	2395 EAST IMPERIAL HWY	BREA	CA	92821-6112	TBD	TBD

Pier 1
Exhibit A
Store List

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
552	SIoux FALLS SD	3801 WEST 49TH ST	SIoux FALLS	SD	57106-4204	TBD	TBD
553	FORT SMITH AR	6604 ROGERS AVE	FORT SMITH	AR	72903-4064	TBD	TBD
555	CHAMPAIGN IL	2001 NORTH PROSPECT AVE	CHAMPAIGN	IL	61822-1235	TBD	TBD
557	TEMPLE TX	3040 SOUTH 31ST ST	TEMPLE	TX	76502-1802	TBD	TBD
561	PADUCAH KY	3021 NEW HOLT ROAD	PADUCAH	KY	42001-9048	TBD	TBD
562	BLOOMINGTON IL	1 AUTO ROW DR	BLOOMINGTON	IL	61704-0911	TBD	TBD
565	TYLER TX	4516 SOUTH BROADWAY	TYLER	TX	75703-1305	TBD	TBD
566	AUSTIN/SUNSET VALLEY TX	4965 WEST HWY 290	SUNSET VALLEY	TX	78735-6705	TBD	TBD
569	VIRGINIA BEACH VA	3405 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23452-4419	TBD	TBD
570	COLUMBIA MO	1901 BERNADETTE DR	COLUMBIA	MO	65203-5012	TBD	TBD
574	MAPLE GROVE MN	7900 WEDGEWOOD LN	MAPLE GROVE	MN	55369-9403	TBD	TBD
575	SCRANTON PA	700 COMMERCE BLVD	DICKSON CITY	PA	18519-1674	TBD	TBD
577	OK CITY/QUAIL SPRINGS OK	13801 NORTH PENNSYLVANIA	OKLAHOMA CITY	OK	73134-6053	TBD	TBD
580	PHIL/WILLOW GROVE PA	1134 EASTON RD	WILLOW GROVE	PA	19090-1922	TBD	TBD
581	PORTLAND/JANTZEN BEACH OR	1800 N. TOMAHAWK ISLAND DR.	PORTLAND	OR	97217-7800	TBD	TBD
583	GAINESVILLE FL	3638 SW ARCHER RD	GAINESVILLE	FL	32608-2420	TBD	TBD
584	DULUTH MN	901 WEST CENTRAL ENTRANCE	DULUTH	MN	55811-5469	TBD	TBD
585	MEMPHIS/WOLFCHASE COMMONS TN	2725 NORTH GERMANTOWN PKWY	MEMPHIS	TN	38133-8148	TBD	TBD
586	FW/HULEN TX	4901 OVERTON RIDGE BLVD	FORT WORTH	TX	76132-1910	TBD	TBD
587	MPLS/WOODBURY MN	8452 TAMARACK VILLAGE	WOODBURY	MN	55125-3383	TBD	TBD
588	HUMBLE TX	20524 U S HWY 59 N	HUMBLE	TX	77338-2412	TBD	TBD
592	HOUSTON/SUGAR LAND TX	2521 TOWN CENTER BLVD N	SUGAR LAND	TX	77479-2318	TBD	TBD
593	CHIC/NILES IL	5637 WEST TOUHY AVE	NILES	IL	60714-4019	TBD	TBD
595	DENVER/PARK MEADOWS CO	8360 SOUTH WILLOW ST	LONE TREE	CO	80124-2844	TBD	TBD
598	SAN DIEGO/LA MESA CA	5500 GROSSMONT CENTER DR	LA MESA	CA	91942-3070	TBD	TBD
599	ENCINITAS CA	1022 NORTH EL CAMINO REAL	ENCINITAS	CA	92024-1320	TBD	TBD
600	BINGHAMTON/VESTAL PKWY NY	2540 VESTAL PKWY EAST	VESTAL	NY	13850-2027	TBD	TBD
604	ORLANDO/SANFORD FL	401 TOWN CENTER BLVD	SANFORD	FL	32771-7407	TBD	TBD
610	LA/MARINA PACIFICA CA	6378 PACIFIC COAST HWY	LONG BEACH	CA	90803-4875	TBD	TBD
612	MYRTLE BEACH SC	1101 SEABOARD ST	MYRTLE BEACH	SC	29577-6527	TBD	TBD
617	EAU CLAIRE WI	4008 COMMONWEALTH AVE	EAU CLAIRE	WI	54701-9000	TBD	TBD
618	SEATTLE/OLYMPIA WA	1309 COOPER POINT RD	OLYMPIA	WA	98502-5729	TBD	TBD
622	STL/MID RIVERS MO	180 MID-RIVERS MALL CIRCLE	SAINT PETERS	MO	63376-4321	TBD	TBD
629	PHOENIX/SUPERSTITION AZ	1155 SOUTH POWER RD	MESA	AZ	85206-3716	TBD	TBD
633	SAN ANTONIO/SAN PEDRO TX	7080 SAN PEDRO AVE	SAN ANTONIO	TX	78216-6208	TBD	TBD
635	SPOKANE/NORTHPOINT WA	9940 NORTH NEWPORT HWY	SPOKANE	WA	99218-1366	TBD	TBD
636	PITTS/CRANBERRY TOWNSHIP PA	20267 RTE 19 N	CRANBERRY TOWNSHIP	PA	16066-6149	TBD	TBD
640	FT LAUD/FEDERAL HWY FL	1860 NORTH FEDERAL HWY	FORT LAUDERDALE	FL	33305-2557	TBD	TBD
643	LA/LACANADA CA	2200 FOOTHILL BLVD	LA CANADA FLINTRIDGE	CA	91011-1413	TBD	TBD
647	BRADENTON FL	4430 14TH ST W	BRADENTON	FL	34207-1425	TBD	TBD
648	MANCHESTER NH	1111 SOUTH WILLOW ST	MANCHESTER	NH	03103-4035	TBD	TBD
649	HOT SPRINGS AR	200 CORNERSTONE BLVD	HOT SPRINGS	AR	71913-6564	TBD	TBD
650	WASH DC/LAUREL MD	3401 FORT MEADE ROAD	LAUREL	MD	20724-2003	TBD	TBD
652	TWIN FALLS ID	1676 LOCUST ST N	TWIN FALLS	ID	83301-3471	TBD	TBD
655	MIDLAND MI	1409 JOE MANN BLVD	MIDLAND	MI	48642-8905	TBD	TBD
658	LAKELAND FL	3880 U S HWY 98 N	LAKELAND	FL	33809-3811	TBD	TBD
663	FT LAUD/PEMBROKE PINES FL	11575 PINES BLVD	PEMBROKE PINES	FL	33026-4120	TBD	TBD
670	WINSTON-SALEM NC	1026 HANES MALL BLVD	WINSTON-SALEM	NC	27103-1309	TBD	TBD
674	CHICO CA	1931 EAST 20TH ST	CHICO	CA	95928-6341	TBD	TBD
677	OCALA/PADDOCK FL	2516 SW COLLEGE RD	OCALA	FL	34471-1612	TBD	TBD
682	DETROIT/TAYLOR MI	14440 PARDEE ROAD	TAYLOR	MI	48180-6320	TBD	TBD
683	LA/PALMDALE CA	1105 WEST AVE P	PALMDALE	CA	93551-3935	TBD	TBD
688	SOUTHERN PINES NC	9 PINECREST PLAZA	SOUTHERN PINES	NC	28387-4301	TBD	TBD
697	FLORENCE/MALL RD KY	7606 MALL RD	FLORENCE	KY	41042-1404	TBD	TBD
698	NEWINGTON CT	2661 BERLIN TURNPIKE	NEWINGTON	CT	06111-4114	TBD	TBD
704	LI/LAKE GROVE NY	2021 SMITH HAVEN PLAZA	LAKE GROVE	NY	11755-1209	TBD	TBD
705	BAKERSFIELD CA	3800 MALL VIEW RD	BAKERSFIELD	CA	93306-3029	TBD	TBD
708	CLEVELAND/MENTOR OH	7777 MENTOR AVE	MENTOR	OH	44060-5533	TBD	TBD
709	SANTA ROSA CA	2716 SANTA ROSA AVE	SANTA ROSA	CA	95407-6220	TBD	TBD
713	SALEM NH	125A SOUTH BROADWAY	SALEM	NH	03079-3007	TBD	TBD
715	SALT LAKE/SANDY UT	102 WEST 10600 SOUTH ST	SANDY	UT	84070-4128	TBD	TBD
722	BOISE/TOWN SQUARE ID	140 NORTH MILWAUKEE	BOISE	ID	83704-9129	TBD	TBD
723	ST PETE/4TH ST FL	4949 4TH ST N	SAINT PETERSBURG	FL	33703-3800	TBD	TBD
724	PHOENIX/77TH BELL AZ	7739 WEST BELL RD	PEORIA	AZ	85382-3804	TBD	TBD
725	EL PASO/SUNLAND MALL TX	730 SUNLAND PARK DR	EL PASO	TX	79912-6700	TBD	TBD
726	MELBOURNE/MELBOURNE SQ FL	2045 WEST NEW HAVEN AVE	WEST MELBOURNE	FL	32904-3801	TBD	TBD
729	FAYETTEVILLE AR	4100 NORTH COLLEGE AVE	FAYETTEVILLE	AR	72703-5120	TBD	TBD
730	CORPUS CHRISTI/MOORE PLAZA TX	5317 SOUTH PADRE ISLAND DR	CORPUS CHRISTI	TX	78411-4103	TBD	TBD
732	LA CROSSE WI	3616 HWY 157	LA CROSSE	WI	54601-1822	TBD	TBD
733	PUYALLUP WA	4621 SOUTH MERIDIAN	PUYALLUP	WA	98373-3409	TBD	TBD
736	CANTON/BELDEN VLG OH	4643 EVERHARD RD	CANTON	OH	44718-2424	TBD	TBD
742	DAYTON/MAD RIVER OH	2777 MIAMISBURG-CENTERVILLE RD	DAYTON	OH	45459-3729	TBD	TBD
744	BELLINGHAM WA	4061 MERIDIAN ST	BELLINGHAM	WA	98226-5516	TBD	TBD
745	CHIC/JOLIET IL	3064 PLAINFIELD RD	JOLIET	IL	60435-1191	TBD	TBD
746	WASH DC/LEESBURG VA	502 D EAST MARKET ST	LEESBURG	VA	20176-4112	TBD	TBD
751	DELAWARE/WILMINGTON DE	3660 CONCORD PIKE	WILMINGTON	DE	19803-5022	TBD	TBD
752	LI/FREEPORT NY	210 EAST SUNRISE HWY	FREEPORT	NY	11520-3943	TBD	TBD

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
757	PALM BEACH/W BOCA FL	20655 LYONS RD	BOCA RATON	FL	33434-3947	TBD	TBD
762	SYRACUSE/GREAT NORTHERN NY	4100 RTE 31	CLAY	NY	13041-8704	TBD	TBD
764	BOSTON/NORWOOD MA	1583 PROVIDENCE HWY	NORWOOD	MA	02062-4635	TBD	TBD
766	SEBRING FL	760 U S 27 N	SEBRING	FL	33870-2158	TBD	TBD
774	BOWLING GREEN KY	2608 SCOTTSVILLE RD	BOWLING GREEN	KY	42104-4406	TBD	TBD
775	ABILENE TX	3950 SOUTH CLACK ST	ABILENE	TX	79606-2710	TBD	TBD
782	STL/SOUTH COUNTY MO	7320 SOUTH LINDBERGH BLVD	SAINT LOUIS	MO	63125-4522	TBD	TBD
784	SAN ANTONIO/HUEBNER OAKS TX	11745 IH 10 W	SAN ANTONIO	TX	78230-1048	TBD	TBD
786	FORT WAYNE IN	4224 COLDWATER RD	FORT WAYNE	IN	46805-1110	TBD	TBD
787	MIAMI/CORAL WAY FL	8415 SW 24TH ST	MIAMI	FL	33155-2305	TBD	TBD
790	TOMS RIVER NJ	621 BAY AVE	TOMS RIVER	NJ	08753-3313	TBD	TBD
791	HUNTINGTON WV	150 MALL RD	BARBOURSVILLE	WV	25504-1823	TBD	TBD
792	HAMPTON/CHESAPEAKE SQ VA	4140 PORTSMOUTH BLVD	CHESAPEAKE	VA	23321-2134	TBD	TBD
794	PHIL/MONTGOMERYVILLE PA	801 HORSHAM RD	MONTGOMERYVILLE	PA	18936-9604	TBD	TBD
795	BUFFALO/MCKINLEY NY	3701 MCKINLEY PKWY	BLADELL	NY	14219-2695	TBD	TBD
797	NAPLES FL	5062 AIRPORT PULLING RD N	NAPLES	FL	34105-2413	TBD	TBD
806	MURFREESBORO TN	1971 OLD FORT PKWY	MURFREESBORO	TN	37129-6905	TBD	TBD
809	TEMECULA CA	26415 YNEZ RD	TEMECULA	CA	92591-4654	TBD	TBD
810	LITTLE ROCK/MCCAIN AR	2601 MCCAIN BLVD	NORTH LITTLE ROCK	AR	72116-8013	TBD	TBD
813	FRESNO/CLOVIS CA	1055 SHAW AVE	CLOVIS	CA	93612-3933	TBD	TBD
816	PORTLAND/HILLSBORO OR	2483 NW 185TH AVE	HILLSBORO	OR	97124-7077	TBD	TBD
821	PITTSBURGH/WATERWORKS	843 FREEPORT RD	PITTSBURGH	PA	15238-2709	TBD	TBD
829	BRANDON/OLD TIMES SQUARE FL	2111 WEST BRANDON BLVD	BRANDON	FL	33511-4703	TBD	TBD
836	MERRIMACK NH	2 NORTHWEST BLVD	NASHUA	NH	03063-4066	TBD	TBD
842	DETROIT/CHESTERFIELD MI	51405 GRATIOT AVE	CHESTERFIELD	MI	48051-2041	TBD	TBD
843	FARGO ND	4330 13TH AVE SW	FARGO	ND	58103-3313	TBD	TBD
844	MPLS/BURNSVILLE MN	1501 COUNTY RD 42 W	BURNSVILLE	MN	55306-6212	TBD	TBD
848	HYANNIS MA	1070 RTE 132	HYANNIS	MA	02601-1871	TBD	TBD
852	LAFAYETTE/AMBASSADOR LA	5530 JOHNSTON ST	LAFAYETTE	LA	70503-5138	TBD	TBD
854	CHIC/CHICAGO RIDGE	9820 RIDGELAND	CHICAGO RIDGE	IL	60415-2611	TBD	TBD
867	CHATTANOOGA/HAMILTON TN	2130 HAMILTON PLACE BLVD	CHATTANOOGA	TN	37421-6026	TBD	TBD
871	ERIE PA	5666 PEACH ST	ERIE	PA	16509-2682	TBD	TBD
881	PHIL/DEPTFORD NJ	1500 N. ALMONESSON RD. STE. 5	DEPTFORD	NJ	08096-5260	TBD	TBD
886	SPOKANE/VALLEY WA	14748 EAST INDIANA	SPOKANE	WA	99216-1814	TBD	TBD
887	ROCKFORD IL	6325 EAST STATE ST	ROCKFORD	IL	61108-2540	TBD	TBD
888	ROCHESTER MN	1201 SOUTH BROADWAY	ROCHESTER	MN	55904-3862	TBD	TBD
889	SPRINGFIELD/WHITE OAKS IL	2691 VETERANS PKWY	SPRINGFIELD	IL	62704-6401	TBD	TBD
892	DES MOINES/VALLEY W IA	8801 UNIVERSITY AVE	CLIVE	IA	50325-6247	TBD	TBD
1000	ORLANDO/WATERFORD LAKES FL	525 N ALAFAYA TRL	ORLANDO	FL	32828-7034	TBD	TBD
1002	CAMARILLO CA	135 W VENTURA BLVD	CAMARILLO	CA	93010-8353	TBD	TBD
1006	KERRVILLE TX	1304 JUNCTION HWY	KERRVILLE	TX	78028-4835	TBD	TBD
1007	FAIRVIEW HEIGHTS IL	6101 N ILLINOIS ST	FAIRVIEW HEIGHTS	IL	62208-2714	TBD	TBD
1010	WICHITA/BRADLEY FAIR KS	1800 N ROCK ROAD	WICHITA	KS	67206-4205	TBD	TBD
1015	FINDLAY OH	1949 TIFFIN AVE	FINDLAY	OH	45840-6752	TBD	TBD
1016	MUSKEGON MI	5325 HARVEY ST	MUSKEGON	MI	49444-9767	TBD	TBD
1017	FRISCO TX	3321 PRESTON RD	FRISCO	TX	75034-9448	TBD	TBD
1018	S CHARLESTON WV	36 RHL BLVD	SOUTH CHARLESTON	WV	25309-8278	TBD	TBD
1019	EUGENE OR	298 COBURG RD	EUGENE	OR	97401-5607	TBD	TBD
1022	ROSEVILLE CA	1101 GALLERIA BLVD	ROSEVILLE	CA	95678-1935	TBD	TBD
1026	SACRAMENTO/FOLSOM CA	2775 E BIDWELL ST	FOLSOM	CA	95630-6405	TBD	TBD
1028	HOLMDEL NJ	2130 STATE ROUTE 35	HOLMDEL	NJ	07733-2770	TBD	TBD
1030	MOREHEAD CITY NC	5218 A HWY 70 W	MOREHEAD CITY	NC	28557-4506	TBD	TBD
1031	BUFFALO/TRANSIT NY	8420 TRANSIT RD	WILLIAMSVILLE	NY	14221-2818	TBD	TBD
1033	RICHMOND/VIRGINIA COMMONS VA	9840 BROOK RD	GLEN ALLEN	VA	23059-4529	TBD	TBD
1035	MIAMI/KENDALL FL	8615 SW 124TH AVE	MIAMI	FL	33183-4601	TBD	TBD
1036	LOUISVILLE/SUMMIT KY	4330 SUMMIT PLAZA DR	LOUISVILLE	KY	40241-8108	TBD	TBD
1037	KENT/COVINGTON WA	16901 SE 272ND ST. STE. 45	COVINGTON	WA	98042-4906	TBD	TBD
1038	WAUSAU WI	3500 RIB MOUNTAIN DR	WAUSAU	WI	54401-7440	TBD	TBD
1042	NAPLES/GRANADA FL	1000 IMMOKALEE RD	NAPLES	FL	34110-4800	TBD	TBD
1045	ROCHESTER/WEBSTER NY	1855 EMPIRE BLVD	WEBSTER	NY	14580-2109	TBD	TBD
1047	PASO ROBLES CA	2169 THEATER DR	PASO ROBLES	CA	93446-9647	TBD	TBD
1048	EXTON PA	287 MAIN ST	EXTON	PA	19341-3701	TBD	TBD
1053	DALLAS/GALLERIA TX	13710 DALLAS PKWY	DALLAS	TX	75240-1318	TBD	TBD
1062	GREENWOOD IN	6810 S EMERSON AVE	INDIANAPOLIS	IN	46237-3320	TBD	TBD
1067	LI/ROCKY POINT NY	291 ROUTE 25A	ROCKY POINT	NY	11778-8803	TBD	TBD
1071	LAS VEGAS/SILVERADO RANCH NV	9887 SOUTH EASTERN AVE	LAS VEGAS	NV	89123-6949	TBD	TBD
1072	TUCSON/ORO VALLEY AZ	10571 N. ORACLE RD	ORO VALLEY	AZ	85737-9353	TBD	TBD
1074	LA/CHINO HILLS CA	3881 GRAND AVE	CHINO	CA	91710-5439	TBD	TBD
1080	SAN ANTONIO/FORUM	8344 AGORA PARKWAY	SELMA	TX	78154-1326	TBD	TBD
1082	DALLAS/CEDAR HILL TX	304 N HIGHWAY 67	CEDAR HILL	TX	75104-2157	TBD	TBD
1083	OSAGE BEACH MO	3975 JR PREWITT PARKWAY	OSAGE BEACH	MO	65065-8403	TBD	TBD
1084	TAMPA/WESTSHORE FL	128 SOUTH WESTSHORE BLVD	TAMPA	FL	33609-2539	TBD	TBD
1088	ROGERS AR	475 N 46TH ST	ROGERS	AR	72756-1831	TBD	TBD
1092	BRIELLE NJ	2410 HIGHWAY 35	MANASQUAN	NJ	08736-1157	TBD	TBD
1093	WELLINGTON FL	10510 W FOREST HILL BLVD	WELLINGTON	FL	33414-3135	TBD	TBD
1096	REHOBOTH BEACH DE	18742 COASTAL HWY	REHOBOTH BEACH	DE	19971-6149	TBD	TBD
1098	CHICAGO/DEER PARK IL	20530 N RAND RD	DEER PARK	IL	60010-7240	TBD	TBD

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
1101	PETOSKEY MI	1309 SPRING STREET	PETOSKEY	MI	49770-8720	TBD	TBD
1104	PHOENIX/SURPRISE AZ	13710 W BELL ROAD	SURPRISE	AZ	85374-3803	TBD	TBD
1106	ST GEORGE UT	329 SOUTH RIVER ROAD	SAINT GEORGE	UT	84790-2118	TBD	TBD
1107	LYNCHBURG VA	4024-B WARDS ROAD	LYNCHBURG	VA	24502-2496	TBD	TBD
1109	CLARKSBURG WV	499 EMILY DRIVE	CLARKSBURG	WV	26301-5512	TBD	TBD
1110	CHARLOTTE/MATTHEWS NC	2315 MATTHEWS TOWNSHIP PARKWAY	MATTHEWS	NC	28105-2360	TBD	TBD
1112	SHREWSBURY MA	571 BOSTON TURNPIKE	SHREWSBURY	MA	01545-5977	TBD	TBD
1114	RICHMOND/HULL STREET VA	4572 COMMONWEALTH CENTER PKWY	MIDLOTHIAN	VA	23112-2766	TBD	TBD
1116	DENVER/UNIVERSITY HILLS CO	2780 S COLORADO BLVD	DENVER	CO	80222-6613	TBD	TBD
1117	INDY/COLLEGE PARK IN	2902 WEST 86TH STREET	INDIANAPOLIS	IN	46268-2196	TBD	TBD
1123	MILFORD CT	98 TURNPIKE SQUARE	MILFORD	CT	06460-2758	TBD	TBD
1124	LA/VENTURA CA	4900 TELEPHONE ROAD	VENTURA	CA	93003-0457	TBD	TBD
1126	LAKE CHARLES LA	302 W PRIEN LAKE ROAD	LAKE CHARLES	LA	70601-8492	TBD	TBD
1128	HICKORY NC	1844 CATAWBA VALLEY BLVD SE	HICKORY	NC	28602-4145	TBD	TBD
1129	TUKWILA WA	17388 SOUTHCENTER PARKWAY	TUKWILA	WA	98188-3316	TBD	TBD
1130	GLASTONBURY CT	2838 MAIN STREET	GLASTONBURY	CT	06033-1036	TBD	TBD
1132	VACAVILLE CA	2070 HARBISON DRIVE	VACAVILLE	CA	95687-3901	TBD	TBD
1134	DAPHNE AL	6850 HIGHWAY 90	DAPHNE	AL	36526-9554	TBD	TBD
1135	PHOENIX/FOUNTAIN HILLS AZ	16815 EAST SHEA BLVD	FOUNTAIN HILLS	AZ	85268-6666	TBD	TBD
1136	NEWBURGH NY	1255 ROUTE 300	NEWBURGH	NY	12550-5007	TBD	TBD
1139	HAMILTON TOWNSHIP NJ	150 MARKETPLACE BLVD	HAMILTON	NJ	08691-2103	TBD	TBD
1140	ASHEVILLE/TUNNEL ROAD NC	100 RIVER HILLS RD	ASHEVILLE	NC	28805-2550	TBD	TBD
1142	LANSING/EASTWOOD TOWN CENTER MI	2917 PREYDE BLVD	LANSING	MI	48912-3693	TBD	TBD
1144	EASTON MD	219 MARLBORO AVE	EASTON	MD	21601-2720	TBD	TBD
1145	RICHMOND/MIDLOTHIAN VA	11401 MIDLOTHIAN TURNPIKE	RICHMOND	VA	23235-4717	TBD	TBD
1150	GIG HARBOR WA	5160 BORGEN BLVD	GIG HARBOR	WA	98332-7893	TBD	TBD
1153	TURLOCK CA	2901 COUNTRYSIDE DRIVE	TURLOCK	CA	95380-8401	TBD	TBD
1155	CHICAGO/MCHENRY IL	2328 N RICHMOND RD	MCHENRY	IL	60050-1430	TBD	TBD
1156	WARNER ROBINS GA	2622 WATSON BLVD	WARNER ROBINS	GA	31093-8073	TBD	TBD
1158	PRESCOTT AZ	3250 GATEWAY BLVD	PRESCOTT	AZ	86303-6867	TBD	TBD
1159	SALEM OR	803 LANCASTER DR NE	SALEM	OR	97301-2929	TBD	TBD
1160	GRAND RAPIDS/GRANDVILLE MI	4950 WILSON AVE SW	WYOMING	MI	49418-3135	TBD	TBD
1161	WILMINGTON/MAYFAIRE NC	6885 MAIN STREET	WILMINGTON	NC	28405-4168	TBD	TBD
1163	SANTEE CA	9820 MISSION GORGE ROAD	SANTEE	CA	92071-3834	TBD	TBD
1165	CHARLOTTE/LAKE NORMAN NC	8805 TOWNLEY ROAD	HUNTERSVILLE	NC	28078-1896	TBD	TBD
1166	JACKSON/DOGWOOD MS	279 DOGWOOD BLVD	FLOWOOD	MS	39232-8605	TBD	TBD
1167	BAKERSFIELD/NORTHWEST CA	9030 ROSEDALE HWY	BAKERSFIELD	CA	93312-2160	TBD	TBD
1170	ANKENY IA	1965 SE DELAWARE AVE	ANKENY	IA	50021-3934	TBD	TBD
1173	CAPITOLA CA	3825 CLARES STREET	CAPITOLA	CA	95010-2537	TBD	TBD
1174	DANA POINT CA	32411 GOLDEN LANTERN	LAGUNA NIGUEL	CA	92677-5338	TBD	TBD
1176	KELSO WA	421 THREE RIVERS DRIVE	KELSO	WA	98626-3126	TBD	TBD
1177	WENATCHEE WA	1304 NORTH MILLER STREET	WENATCHEE	WA	98801-1544	TBD	TBD
1179	REDDING CA	1120 HILLTOP DRIVE	REDDING	CA	96003-3809	TBD	TBD
1181	HOUSTON/KATY TX	1172 FRY ROAD	HOUSTON	TX	77084-5805	TBD	TBD
1185	COLUMBUS GA	5555 WHITTLESEY BLVD	COLUMBUS	GA	31909-7230	TBD	TBD
1187	MANAHAWKIN NJ	601 WASHINGTON AVE	MANAHAWKIN	NJ	08050-2800	TBD	TBD
1193	CHARLOTTE/PROMENADE NC	5335 BALLANTYNE COMMONS PKWY	CHARLOTTE	NC	28277-0525	TBD	TBD
1195	MODESTO CA	3801 PELANDALE AVE	MODESTO	CA	95356-8304	TBD	TBD
1199	GREENVILLE NC	714 SE GREENVILLE BLVD	GREENVILLE	NC	27858-5141	TBD	TBD
1202	SD/MISSION VALLEY CA	5171 MISSION CENTER ROAD	SAN DIEGO	CA	92108-3212	TBD	TBD
1205	YOUNGSTOWN OH	550 BOARDMAN POLAND ROAD	YOUNGSTOWN	OH	44512-4908	TBD	TBD
1207	ATLANTA CUMMING GA	1505 MARKET PLACE BLVD	CUMMING	GA	30041-7935	TBD	TBD
1209	PHOENIX/DESERT RIDGE AZ	21001 N TATUM BLVD	PHOENIX	AZ	85050-4236	TBD	TBD
1212	LAS VEGAS/HENDERSON NV	535 N STEPHANIE ST	HENDERSON	NV	89014-6613	TBD	TBD
1213	HUNTSVILLE/JONES VALLEY AL	2750 CARL T JONES DRIVE	HUNTSVILLE	AL	35802-4913	TBD	TBD
1215	ATLANTA/MCDONOUGH GA	1784 JONESBORO RD	MCDONOUGH	GA	30253-5900	TBD	TBD
1219	GREENSBORO NC/FRIENDLY CENTER NC	3116 NORTHLINE AVE	GREENSBORO	NC	27408-7818	TBD	TBD
1220	RIVERDALE UT	1087 W RIVERDALE ROAD	RIVERDALE	UT	84405-3720	TBD	TBD
1224	SARATOGA SPRINGS NY	3078 STATE ROUTE 50	SARATOGA SPRINGS	NY	12866-2906	TBD	TBD
1225	ST AUGUSTINE FL	330 CBL DRIVE	ST AUGUSTINE	FL	32086-5165	TBD	TBD
1226	OKLAHOMA CITY/EDMOND OK	1350 E 2ND STREET	EDMOND	OK	73034-5319	TBD	TBD
1228	CLEVELAND/AVON OH	35948 DETROIT ROAD	AVON	OH	44011-1653	TBD	TBD
1234	PENSACOLA FL	4970 BAYOU BLVD	PENSACOLA	FL	32503-2542	TBD	TBD
1238	INDY/NOBLESVILLE IN	17070 MERCANTILE BLVD	NOBLESVILLE	IN	46060-3941	TBD	TBD
1239	FT LAUDERDALE/SAWGRASS FL	12160 WEST SUNRISE BLVD	PLANTATION	FL	33323-2227	TBD	TBD
1241	KNOXVILLE/TURKEY CREEK TN	11130 PARKSIDE DR	KNOXVILLE	TN	37934-1960	TBD	TBD
1243	PHOENIX/GOODYEAR AZ	1442 N LITCHFIELD ROAD	GOODYEAR	AZ	85395-1263	TBD	TBD
1244	FLOWER MOUND TX	6101 LONG PRAIRIE ROAD	FLOWER MOUND	TX	75028-6204	TBD	TBD
1245	STOCKTON CA	760 W HAMMER LANE	STOCKTON	CA	95210-3748	TBD	TBD
1247	MOORESVILLE NC	598 RIVER HIGHWAY	MOORESVILLE	NC	28117-8840	TBD	TBD
1253	LAS VEGAS/SUMMERLIN NV	8945 W CHARLESTON BLVD	LAS VEGAS	NV	89117-5457	TBD	TBD
1254	SOUTH BEND/MISHAWAKA IN	405 UNIVERSITY DRIVE E	GRANGER	IN	46530-4479	TBD	TBD
1256	MIAMI/INTERNATIONAL MALL FL	10600 NW 19TH STREET	MIAMI	FL	33172-2542	TBD	TBD
1258	COLUMBUS/POLARIS OH	1320 POLARIS PARKWAY	COLUMBUS	OH	43240-2038	TBD	TBD
1259	FENTON MI	15250 SILVER PARKWAY	FENTON	MI	48430-3469	TBD	TBD
1264	ORLANDO/MILLENIA FL	4600 MILLENIA PLAZA WAY	ORLANDO	FL	32839-2434	TBD	TBD
1266	WINTER HAVEN FL	440 CITI CENTRE STREET	WINTER HAVEN	FL	33880-3418	TBD	TBD

Exhibit A

Store List

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
1267	PALM DESERT CA	72359 HIGHWAY 111	PALM DESERT	CA	92260-2746	TBD	TBD
1270	RALEIGH/GARNER NC	230 SHENSTONE BLVD	GARNER	NC	27529-6905	TBD	TBD
1273	CINCINNATI/TYLERSVILLE OH	7676 VOICE OF AMERICA DRIVE	WEST CHESTER	OH	45069-2794	TBD	TBD
1274	LI/MASSAPEQUA NY	5220 SUNRISE HIGHWAY	MASSAPEQUA PARK	NY	11762-2907	TBD	TBD
1276	JERSEY CITY NJ	125 18TH STREET	JERSEY CITY	NJ	07310-1242	TBD	TBD
1277	VIERA FL	7201 SHOPPES DRIVE	MELBOURNE	FL	32940-6617	TBD	TBD
1281	COEUR D'ALENE ID	410 W WILBUR AVE	COEUR D'ALENE	ID	83815-7904	TBD	TBD
1293	HAMPTON/GREENBRIER VA	1232 GREENBRIER PARKWAY	CHESAPEAKE	VA	23320-2886	TBD	TBD
1295	SPARTANBURG SC	120 DORMAN CENTRE DRIVE	SPARTANBURG	SC	29301-2625	TBD	TBD
1298	FAIRFIELD CT	2264 BLACK ROCK TURNPIKE	FAIRFIELD	CT	06825-3219	TBD	TBD
1300	FW/WATAUGA TX	7608 DENTON HWY	WATAUGA	TX	76148-2478	TBD	TBD
1304	BRENTWOOD CA	5739 LONE TREE WAY	ANTIOCH	CA	94531-8587	TBD	TBD
1305	CLEARWATER/CLEARWATER MALL FL	2713 GULF TO BAY BLVD	CLEARWATER	FL	33759-3945	TBD	TBD
1307	DETROIT/NORTHVILLE MI	17955 HAGGERTY ROAD	NORTHVILLE	MI	48168-9513	TBD	TBD
1309	PHOENIX/SCOTTSDALE PROMENADE AZ	16219 N SCOTTSDALE ROAD	SCOTTSDALE	AZ	85254-1522	TBD	TBD
1310	AUGUSTA GA	267 ROBERT C DANIEL JR PKWY	AUGUSTA	GA	30909-0801	TBD	TBD
1312	GILROY CA	6835 CAMINO ARROYO	GILROY	CA	95020-7081	TBD	TBD
1314	EVANSVILLE IN	6501 E LLOYD EXPRESSWAY	EVANSVILLE	IN	47715-4077	TBD	TBD
1319	CHARLESTON/SUMMERVILLE SC	424 AZALEA SQUARE BLVD	SUMMERVILLE	SC	29483	TBD	TBD
1321	HOUSTON/CONROE TX	505 I-45 NORTH	CONROE	TX	77304-2331	TBD	TBD
1322	CARSON CITY NV	971 TOPSY LANE	CARSON CITY	NV	89705-8402	TBD	TBD
1332	POUGHKEEPSIE NY	2519 SOUTH ROAD	POUGHKEEPSIE	NY	12601-5465	TBD	TBD
1335	BETHLEHEM PA	4443 SOUTHMONT WAY	EASTON	PA	18045-4705	TBD	TBD
1336	ST LOUIS/CHESTERFIELD MO	22 THF BLVD	CHESTERFIELD	MO	63005-1150	TBD	TBD
1341	GLENDALE CA	545 N GLENDALE AVENUE	GLENDALE	CA	91206-3307	TBD	TBD
1353	JACKSONVILLE/PONTE VEDRA FL	950 MARSH LANDING PARKWAY	JACKSONVILLE BEACH	FL	32250-1406	TBD	TBD
1358	BOSTON/DANVERS MA	50 INDEPENDENCE WAY	DANVERS	MA	01923-3608	TBD	TBD
1361	NEW PORT RICHEY/MITCHELL RANCH FL	3006 LITTLE ROAD	TRINITY	FL	34655-1806	TBD	TBD
1365	WACO TX	2504 WEST LOOP 340	WACO	TX	76711-2406	TBD	TBD
1371	MANTECA CA	285 COMMERCE AVENUE	MANTECA	CA	95336-5061	TBD	TBD
1373	PHOENIX/GILBERT GATEWAY TOWN CENTER AZ	4946 SOUTH POWER ROAD	MESA	AZ	85212-3602	TBD	TBD
1374	PHOENIX/CROSSROADS AZ	3763 SOUTH GILBERT ROAD	GILBERT	AZ	85296-2006	TBD	TBD
1379	ST PETERSBURG/TYRONE FL	2030 TYRONE BLVD	ST PETERSBURG	FL	33710-4843	TBD	TBD
1387	DENVER/GOLDEN CO	14105 WEST COLFAX DRIVE	LAKEWOOD	CO	80401-3205	TBD	TBD
1389	RALEIGH/CAPITAL BLVD NORTH NC	5900 POYNER ANCHOR LANE	RALEIGH	NC	27616-3367	TBD	TBD
1390	CATONSVILLE MD	6600 BALTIMORE NATIONAL PIKE	CATONSVILLE	MD	21228-3911	TBD	TBD
1399	REDLANDS CA	27532 W LUGONIA AVE	REDLANDS	CA	92374-2017	TBD	TBD
1401	WALDORF MD	3237 PLAZA WAY	WALDORF	MD	20603-4861	TBD	TBD
1402	BEND OR	2620 NE HWY 20	BEND	OR	97701-4187	TBD	TBD
1405	ATLANTA/NORTH POINT GA	6551 NORTH POINT PARKWAY	ALPHARETTA	GA	30022-4887	TBD	TBD
1408	DETROIT/ROCHESTER HILLS MI	1336 SOUTH ROCHESTER ROAD	ROCHESTER HILLS	MI	48307-3124	TBD	TBD
1411	HILTON HEAD/BLUFFTON SC	32 MALPHRUS ROAD	BLUFFTON	SC	29910-6641	TBD	TBD
1412	APPLETON WI	4717 MICHAELS DRIVE	APPLETON	WI	54913-8424	TBD	TBD
1413	MCKINNEY TX	2821 CRAIG DRIVE	MCKINNEY	TX	75070-4583	TBD	TBD
1422	HARRISBURG/CAMP HILL PA	94 SOUTH 32ND STREET	CAMP HILL	PA	17011-4401	TBD	TBD
1426	COLUMBIA/WOODHILL SC	6090 GARNERS FERRY ROAD	COLUMBIA	SC	29209-0600	TBD	TBD
1427	GAINESVILLE VA	13261 GATEWAY CENTER DRIVE	GAINESVILLE	VA	20155-2989	TBD	TBD
1428	WILSONVILLE OR	8315 SW JACK BURNS BLVD	WILSONVILLE	OR	97070-4705	TBD	TBD
1433	DETROIT/CANTON MI	41872 FORD ROAD	CANTON	MI	48187-3600	TBD	TBD
1435	AUSTIN/BEE CAVE TX	12700 SHOPS PARKWAY	BEE CAVE	TX	78738-6599	TBD	TBD
1436	MEMPHIS/COLLIERVILLE TN	3605 HOUSTON LEVEE ROAD	COLLIERVILLE	TN	38017-9014	TBD	TBD
1438	HOUSTON/KEMAH TX	243 MARINA BAY DR. STES A B C	KEMAH	TX	77565-2697	TBD	TBD
1445	CEDAR RAPIDS/LINDALE MALL IA	1406 TWIXT TOWN ROAD	MARION	IA	52302-3080	TBD	TBD
1447	EL PASO TX	1327 GEORGE DIETER DRIVE	EL PASO	TX	79936-7487	TBD	TBD
1448	RANCHO CUCAMONGA CA	10950 FOOTHILL BLVD. STE 100	RANCHO CUCAMONGA	CA	91730-7693	TBD	TBD
1451	HOUSTON/BAYBROOK TX	1255 W BAY AREA BOULEVARD	WEBSTER	TX	77598-3832	TBD	TBD
1452	ORLANDO/HUNTERS CREEK FL	3210 NORTH JOHN YOUNG PARKWAY	KISSIMMEE	FL	34741-7549	TBD	TBD
1453	JACKSONVILLE/ST JOHNS FL	4643 RIVER CITY DRIVE	JACKSONVILLE	FL	32246-7428	TBD	TBD
1454	VENICE FL	4210 TAMiami TRAIL SOUTH	VENICE	FL	34293-5105	TBD	TBD
1465	ROCKAWAY NJ	395 MOUNT HOPE AVENUE	ROCKAWAY	NJ	07866-1645	TBD	TBD
1466	BEAUMONT TX	4029 DOWLEN ROAD	BEAUMONT	TX	77706-6850	TBD	TBD
1468	LOVELAND CO	1695 ROCKY MOUNTAIN AVENUE	LOVELAND	CO	80538-8705	TBD	TBD
1470	INDIANAPOLIS/NORTH CARMEL IN	14311 CLAY TERRACE BLVD	CARMEL	IN	46032-3616	TBD	TBD
1472	EAST BELLEVUE WA	15600 NE 8TH STREET	BELLEVUE	WA	98008-3953	TBD	TBD
1474	CORONA CA	3520 GRAND OAKS	CORONA	CA	92881-4642	TBD	TBD
1476	YUBA CITY CA	1064 HARTER ROAD	YUBA CITY	CA	95993-2641	TBD	TBD
1477	MEMPHIS/SOUTHAVEN MS	6420 TOWN CENTER LOOP	SOUTHAVEN	MS	38671-8106	TBD	TBD
1481	YAKIMA WA	2507 MAIN STREET	UNION GAP	WA	98903-1605	TBD	TBD
1484	ATLANTA/SANDY SPRINGS GA	6285 ROSWELL ROAD	ATLANTA	GA	30328-3207	TBD	TBD
1485	NEWTOWN PA	2807 SOUTH EAGLE ROAD	NEWTOWN	PA	18940-1546	TBD	TBD
1490	SAN DIEGO/OTAY CA	1830 MAIN COURT	CHULA VISTA	CA	91911-6069	TBD	TBD
1501	LADY LAKE/THE VILLAGES FL	610 NORTH US HIGHWAY 441	LADY LAKE	FL	32159-3777	TBD	TBD
1503	HOUSTON/HEDWIG TX	9421 KATY FREEWAY	HOUSTON	TX	77024-1503	TBD	TBD
1507	SOMERS POINT NJ	57 BETHEL ROAD	SOMERS POINT	NJ	08244-1601	TBD	TBD
1508	CLIFTON NJ	364 ROUTE 3 WEST	CLIFTON	NJ	07014-1900	TBD	TBD
1510	FT MYERS/SUMMERLIN FL	17901 SUMMERLIN ROAD	FORT MYERS	FL	33908-5765	TBD	TBD
1511	SHREVEPORT LA	7051 YOUREE DRIVE	SHREVEPORT	LA	71105-5108	TBD	TBD

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
1513	KALAMAZOO/MAPLE HILL MI	5130 WEST MAIN STREET	KALAMAZOO	MI	49009-3302	TBD	TBD
1514	SEATTLE/MILL CREEK WA	15324 MAIN STREET	MILL CREEK	WA	98012-7361	TBD	TBD
1518	RIVERDALE NJ	56 STATE ROUTE 23 NORTH	RIVERDALE	NJ	07457-1602	TBD	TBD
1521	HOUSTON/290 & SPRING CYPRESS TX	25837 HIGHWAY 290	CYPRESS	TX	77429-1049	TBD	TBD
1522	DENVER/LARKRIDGE CO	16535 WASHINGTON STREET	THORNTON	CO	80023-8971	TBD	TBD
1523	ASHEVILLE/AIRPORT NC	4 MCKENNA ROAD	ARDEN	NC	28704-9201	TBD	TBD
1527	DURANGO CO	800 SOUTH CAMINO DEL RIO	DURANGO	CO	81301-6898	TBD	TBD
1531	LODI CA	1379 S. LOWER SACRAMENTO RD	LODI	CA	95242-9218	TBD	TBD
1533	GARLAND TX	425 TOWN CENTER BOULEVARD	GARLAND	TX	75040-2966	TBD	TBD
1535	PALM BEACH/PGA BLVD FL	11275 LEGACY AVENUE	PALM BEACH GARDENS	FL	33410-3644	TBD	TBD
1540	CHIC/ORLAND PARK IL	15150 SOUTH LA GRANGE RD	ORLAND PARK	IL	60462-4349	TBD	TBD
1541	DOWNEY CA	12080 LAKEWOOD BLVD.	DOWNEY	CA	90242-2659	TBD	TBD
1550	FT. WORTH/7TH ST. TX	433 CARROLL STREET	FORT WORTH	TX	76107-2245	TBD	TBD
1554	CONCORD CA	1975 DIAMOND BOULEVARD	CONCORD	CA	94520-8101	TBD	TBD
1555	LEWISTON ID	2628 NEZ PERCE DRIVE	LEWISTON	ID	83501-4121	TBD	TBD
1557	MEDINA OH	4959 GRANDE SHOPS AVENUE	MEDINA	OH	44256-6789	TBD	TBD
1559	VANCOUVER WA	16525 SOUTH EAST MILL PLAIN BOULEVARD	VANCOUVER	WA	98684-9607	TBD	TBD
1560	LAKE FOREST CA	23620 EL TORO ROAD	LAKE FOREST	CA	92630-4786	TBD	TBD
1561	BONITA SPRINGS FL	8052 MEDITERRANEAN DRIVE	ESTERO	FL	33928-8304	TBD	TBD
1562	SOUTHLAKE TX	1275 EAST SOUTHLAKE BLVD	SOUTHLAKE	TX	76092-6481	TBD	TBD
1566	ST LUCIE WEST FL	10888 SW VILLAGE PKWY	PORT ST. LUCIE	FL	34987-2357	TBD	TBD
1568	RENO NV	6137 S VIRGINIA ST	RENO	NV	89502-6027	TBD	TBD
1571	BURLINGTON NC	1389 BOONE STATION DRIVE	BURLINGTON	NC	27215-8228	TBD	TBD
1573	WICHITA/NEW MARKET SQUARE KS	2441 N MAIZE ROAD	WICHITA	KS	67205-7943	TBD	TBD
1575	CONCORD NC	8080 CONCORD MILLS RD.	CONCORD	NC	28027-4417	TBD	TBD
1576	VICTORIA TX	7903 N. NAVARRO ST.	VICTORIA	TX	77904-2626	TBD	TBD
1577	BRIGHTON/GREEN OAK VILLAGE MI	9524 VILLAGE PLACE BLVD.	BRIGHTON	MI	48116-2085	TBD	TBD
1580	ALLEN TX	170 E STACY RD SUITE 2314	ALLEN	TX	75002-8777	TBD	TBD
1583	PITTSBURGH/SOUTH HILLS PA	1775 N HIGHLAND ROAD	UPPER ST CLAIR	PA	15241-1293	TBD	TBD
1586	SARASOTA BRADENTON/UNIVERSITY CENTER FL	8485 COOPER CREEK BLVD.	UNIVERSITY PARK	FL	34201-2007	TBD	TBD
1587	BROWNSVILLE TX	2770 PABLO KISEL BLVD	BROWNSVILLE	TX	78526-4124	TBD	TBD
1588	STATE COLLEGE PA	221 PATRIOT LANE	STATE COLLEGE	PA	16803-3066	TBD	TBD
1589	SPRING HILL FL/NATURE COAST COMMONS	1321 WENDY COURT	SPRING HILL	FL	34607-3917	TBD	TBD
1594	THE SHOPS OF BELLA TERRA TX	5460 WEST GRAND PARKWAY SOUTH	RICHMOND	TX	77406-5824	TBD	TBD
1596	YONKERS NY	2468A CENTRAL PARK AVE	YONKERS	NY	10710-1125	TBD	TBD
1602	OAK LEAF TOWN CENTER/ORANGE PARK FL	9625 CROSSHILL BLVD.	JACKSONVILLE	FL	32222-5830	TBD	TBD
1603	NEW HILL PLACE/HOLLY SPRINGS NC	152 GRAND HILL PLACE	HOLLY SPRINGS	NC	27540-4416	TBD	TBD
1607	HESPERIA CA	12783 MAIN STREET	HESPERIA	CA	92345-9110	TBD	TBD
1621	ANN ARBOR/CRANBROOK VILLAGE MI	926 W. EISENHOWER PKWY	ANN ARBOR	MI	48103-6448	TBD	TBD
1622	PIER PARK NORTH/PANAMA CITY BEACH FL	15500 PANAMA CITY BEACH PKWY	PANAMA CITY BEACH	FL	32413-5426	TBD	TBD
1623	PROVIDENCE WEST/MT JULIET TN	600 S MT. JULIET ROAD	MT. JULIET	TN	37122-6486	TBD	TBD
1625	EPPS BRIDGE CENTER/ATHENS GA	1791 OCONEE CONNECTOR	ATHENS	GA	30606-5729	TBD	TBD
1627	WASH DC/FREDERICK MD	2470 OSPREY WAY	FREDERICK	MD	21701-1919	TBD	TBD
1628	ARDEN WAY/POINT WEST PLAZA CA	1874 ARDEN WAY	SACRAMENTO	CA	95815-5002	TBD	TBD
1630	OAK BROOK IL	2155 WEST 22ND ST	OAK BROOK	IL	60523-1218	TBD	TBD
1631	VERNON HILLS IL	701 N MILWAUKEE AVE	VERNON HILLS	IL	60061-1524	TBD	TBD
1633	DAVENPORT IA	4235 ELMORE AVE	DAVENPORT	IA	52807-2625	TBD	TBD
1634	HUNTINGTON BEACH CA	18557 MAIN ST	HUNTINGTON BEACH	CA	92648-1709	TBD	TBD
1635	ALTAMONTE SPRINGS FL	303 E. ALTAMONTE DR.	ALTAMONTE SPRINGS	FL	32701-4403	TBD	TBD
1636	PORTLAND ME	368 MAINE MALL RD	SOUTH PORTLAND	ME	04106-3206	TBD	TBD
1638	ANNAPOLIS MD	2101 SOMERVILLE RD	ANNAPOLIS	MD	21401-3771	TBD	TBD
1644	SCHERERVILLE IN	141 US HIGHWAY 41	SCHERERVILLE	IN	46375-1203	TBD	TBD
1646	WEST PALM BEACH FL	1855 PALM BEACH LAKES BLVD	WEST PALM BEACH	FL	33401-2001	TBD	TBD
1647	BALTIMORE/HUNT VALLEY MD	118 SHAWAN RD	HUNT VALLEY	MD	21030-1318	TBD	TBD
1649	WHEATON IL	110 DANADA SQ.W.	WHEATON	IL	60189-2041	TBD	TBD
1650	OSWEGO IL	2520 US HIGHWAY 34	OSWEGO	IL	60543-7124	TBD	TBD
1653	WILLIAMSBURG/SETTLERS MARKET	4625 CASEY BLVD	WILLIAMSBURG	VA	23188	TBD	TBD
1654	NASHUA NH	266 DANIEL WEBSTER HWY	NASHUA	NH	03060-5727	TBD	TBD
1655	TAMPA/HIGHWOODS PRESERVE FL	18047 HIGHWOODS PRESERVE PKWY	TAMPA	FL	33647-1766	TBD	TBD
1656	CHARLOTTE/RIVERGATE II NC	13540 HOOVER CREEK BLVD.	CHARLOTTE	NC	28273-7254	TBD	TBD
1658	BRISTOL/THE PINNACLE TN	446 PINNACLE PKWY	BRISTOL	TN	37620-8629	TBD	TBD
1660	TINLEY PARK IL	7320 191ST STREET	TINLEY PARK	IL	60487-9416	TBD	TBD
1663	KENNESAW/COBB GA	815 ERNEST W BARRETT PKWY NW	KENNESAW	GA	30144-4940	TBD	TBD
1664	MAGNOLIA PARK/GREENVILLE SC	1025 WOODRUFF RD	GREENVILLE	SC	29607-4189	TBD	TBD
1668	GRAFTON WI	984 PORT WASHINGTON ROAD	GRAFTON	WI	53024-9201	TBD	TBD
1670	BOISE/MERIDIAN ID	2170 N EAGLE RD	MERIDIAN	ID	83642-6286	TBD	TBD
1673	TOLEDO/AIRPORT HWY OH	1440 SPRING MEADOWS DR	HOLLAND	OH	43528-9478	TBD	TBD
1674	HOUSTON/THE WOODLANDS TX	2025 HUGHES LANDING BLVD	THE WOODLANDS	TX	77380-3753	TBD	TBD
1675	SARASOTA/SIESTA ROW FL	3800 S TAMIAMI TRAIL	SARASOTA	FL	34239-6908	TBD	TBD
1681	NEW BRAUNFELS TX	233 CREEKSIDE CROSSING	NEW BRAUNFELS	TX	78130-3955	TBD	TBD
1683	DELRAY BEACH/DELRAY PLACE FL	1851 S. FEDERAL HWY	DELRAY BEACH	FL	33483-3319	TBD	TBD
1684	TREXLETTOWN PA	833 N KROCKS RD	ALLENTOWN	PA	18106	TBD	TBD
1686	LUBBOCK TX	5015 MILWAUKEE AVE	LUBBOCK	TX	79407-3825	TBD	TBD
1687	VALENCIA CA	24355 MAGIC MOUNTAIN PKWY	VALENCIA	CA	91355-3402	TBD	TBD
1689	BEAVERTON/TIGARD	10154 SW WASHINGTON SQUARE RD	TIGARD	OR	97223-4458	TBD	TBD
1691	MCALLEN TX	406 E EXPRESSWAY 83	MCALLEN	TX	78503-1620	TBD	TBD
1692	BIRMINGHAM/RIVER RIDGE	4606 US HWY 280	BIRMINGHAM	AL	35242-8127	TBD	TBD

Exhibit A

Store List

Store No.	Store	Address	City	State	Zip Code	Start Date	End Date
1693	BELLINGHAM MA	249 HARTFORD AVE	BELLINGHAM	MA	02019-3007	TBD	TBD
1694	MOUNT LAUREL NJ	1100 NIXON DR	MOUNT LAUREL	NJ	08054-1172	TBD	TBD

Exhibit B
541 Stores
Budget of GBRP's Controlled Expenses

Number of Stores	541
Sale Commencement	22-May-20
Sale End Date	31-Oct-20
Number of Days	163
Number of Weeks	23.3
Number of Store Weeks	10,096.9

Total Dollars

Advertising Budget

Signs and Banners	\$1,244,300
Signwalkers	\$6,058,114
Total Advertising	\$7,302,414

Supervision

Lead Consultant	167,998
Field Consultants	6,690,885
Supervision Travel	1,282,243
Total Supervision Budget	8,141,126

Miscellaneous	\$434,191
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Total Expense Budget	\$15,877,732
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Notes:

Supervision Fees includes base weekly fee , bonus and living expenses

Changes in inventory levels, sale term or other factors may affect the above expense budget

Exhibit C
Merchandise Breakdown

**(Information as previously
provided by Merchant)**

Exhibit 2
Sale Guidelines

Sale Guidelines⁴

1. The Sales shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.

2. The Sales shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Closing Store on a Sunday prior to the commencement of the Sales.

3. On “shopping center” property, the Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Consultant may solicit customers in the Closing Stores themselves. On “shopping center” property, the Consultant shall not use any flashing lights or amplified sound to advertise the Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.

4. At the conclusion of the Sale, the Consultant shall vacate the Closing Stores in broom clean condition; *provided* that Consultant may abandon any furniture, fixtures and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (“FF&E”) not sold in the Sales at the conclusion of the Sales (the “Termination Date”), without cost or liability of any kind to the Consultant. The Consultant shall notify the Merchant of its intention to abandon any FF&E at least two (2) days prior to the Termination Date. The Merchant will have the option to remove the FF&E, at its own cost prior to the Termination Date. Any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Termination Date, the Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.

5. The Consultant may advertise the Sales as “going out of business”, “store closing”, “sale on everything”, “everything must go”, “everything on sale” or similar-themed sales. The Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Sale Guidelines. All signs, banners, ads and other advertising material, promotions, and campaigns will be approved by the Merchant, prior to purchase, in accordance with these Sale Guidelines.

6. The Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in

⁴ Capitalized terms used but not defined in these Sale Guidelines have the meanings given to them in the Motion.

a professional manner. The Merchant and Consultant shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and Consultant shall be permitted to utilize exterior banners at (i) non-enclosed mall Closing Stores and (ii) enclosed mall Closing Stores to the extent the entrance to the applicable Closing Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sales are being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Merchant and Consultant shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Consultant any additional restrictions not contained in the applicable lease agreement.

7. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to effect that “all sales are final.”

8. Except with respect to the hanging of exterior banners, the Consultant shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.

9. The Consultant shall not make any alterations to interior or exterior Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Sales. The hanging of exterior banners or in-Closing Store signage and banners shall not constitute an alteration to a Closing Store.

10. The Consultant shall keep Closing Store premises and surrounding areas clear and orderly consistent with present practices.

11. The Consultant, at the direction of the Debtors, and the landlord of any Store are authorized to enter into Side Letters without further order of the Court; *provided* that such agreements do not have a material adverse effect on the Debtors or their estates.

12. Subject to the provisions of the Consulting Agreement, the Consultant shall have the right to use and sell all FF&E owned by the Merchant (the “Owned FF&E”), approved by the Merchant. The Consultant may advertise the sale of the Owned FF&E in a manner consistent with these guidelines. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours; *provided, however*, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the Consultant may abandon, in place and without further responsibility, any FF&E.

13. At the conclusion of the Sales at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable

access to the Closing Stores' premises as set forth in the applicable leases. The Merchant, Consultant and their agents and representatives shall continue to have access to the Closing Stores as provided for in the Consulting Agreement.

14. The rights of landlords against Merchant for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease.

15. If and to the extent that the landlord of any Closing Store affected hereby contends that the Merchant or Consultant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on the Merchant and Consultant as follows:

If to Gordon Brothers:

Gordon Brothers Retail Partners, LLC
Prudential Tower
800 Boylston Street
27th Floor
Boston, MA 02199
Attn: Mackenzie Shea
Email: mshea@gordonbrothers.com

- and -

Rierner Braunstein LLP
7 Times Square
Suite 2506
New York, New York 10036
Attn: Steven Fox
Email: SFox@riernerlaw.com

If to Merchant:

Pier 1 Imports, Inc.
P.O. Box 961020
Fort Worth, Texas 76161-0020
Attention: Legal Department

- and -

Pier 1 Imports
685 John B Sias Memorial Parkway, Suite 255
Fort Worth, Texas 76134
Attention: Legal Department

with copies (which shall not constitute notice) to:

Kutak Rock LLP
901 East Byrd Street, Suite 1000
Richmond, Virginia 23219-4071
Attention: Michael A. Condyles, Peter J. Barrett, and Jeremy S. Williams
Email: Michael.Condyles@KutakRock.com
Peter.Barrett@KutakRock.com
Jeremy.Williams@KutakRock.com
Brian.Richardson@KutakRock.com

- and -

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C., Emily E. Geier, and AnnElyse Scarlett Gains
Email: joshua.sussberg@kirkland.com
emily.geier@kirkland.com
annelyse.gains@kirkland.com

- and -

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Joshua M. Altman
E-mail: josh.altman@kirkland.com

Exhibit 3
Additional Closing Stores List

Exhibit 3
Additional Store Closing List

Store #	Store Name	Address	City	State	Zip
1	MERRITT ISLAND FL	780 EAST MERRITT ISLAND CSWY UNIT 5	MERRITT ISLAND	FL	32952
2	MEMPHIS/WALNUT GROVE TN	3115 WALNUT GROVE RD	MEMPHIS	TN	38111
11	GREENSBURG PA	5129 ROUTE 30	GREENSBURG	PA	15601
13	VERO BEACH FL	5980 20TH ST	VERO BEACH	FL	32966
15	MEDFORD OR	3425 CRATER LAKE HWY	MEDFORD	OR	97504
21	PHOENIX/SCOTTSDALE AZ	8606 EAST SHEA BLVD	SCOTTSDALE	AZ	85260
26	CHARLESTON/MT PLEASANT SC	1128 MARKET CENTER BLVD	MOUNT PLEASANT	SC	29464
28	N ORLEANS/METAIRIE LA	800 METAIRIE RD SUITE B	METAIRIE	LA	70005
29	NORMAN OK	200 NORMAN CENTER CT	NORMAN	OK	73072
34	BALTIMORE/GLENBUR MD	8140 RITCHIE HWY	PASADENA	MD	21122
41	FORT COLLINS CO	4336 SOUTH COLLEGE AVE	FORT COLLINS	CO	80525
44	HOUSTON/RIVER OAKS TX	1927 WEST GRAY	HOUSTON	TX	77019
48	WEST LEBANON NH	254 PLAINFIELD RD	WEST LEBANON	NH	3784
49	BURLINGTON WA	1220 S BURLINGTON BLVD	BURLINGTON	WA	98233
50	RAPID CITY SD	2220 HAINES AVE	RAPID CITY	SD	57701
55	MIDLAND TX	3001 WEST LOOP 250N SUITE F101	MIDLAND	TX	79705
58	HOUSTON/FM 1960 TX	5650 FM 1960	HOUSTON	TX	77069
64	LA/ANAHEIM HILLS CA	8156 EAST SANTA ANA CANYON RD	ANAHEIM	CA	92808
65	RALEIGH/CARY CROSSROADS NC	1819 WALNUT ST	CARY	NC	27518
68	KC/OVERLAND PARK KS	7076 WEST 105TH ST	OVERLAND PARK	KS	66212
75	DALLAS/ROCKWALL TX	2707 MARKET CENTER DR	ROCKWALL	TX	75032
77	NJ/PARAMUS ROUTE 17 NJ	723 RTE 17 S	PARAMUS	NJ	7652
82	DELAWARE/CHRISTIANA DE	400 CENTRE BLVD	NEWARK	DE	19702
88	OLON OH	6025 KRUSE DR SUITE 156	OLON	OH	44139
90	AUSTIN/ARBORETUM TX	9828 GREAT HILLS TRAIL #700	AUSTIN	TX	78759
91	SANDUSKY OH	5020 MILAN RD	SANDUSKY	OH	44870
95	ROANOKE VA	4952 VALLEY VIEW BLVD NW	ROANOKE	VA	24012
105	LAREDO TX	7509 SAN DARIO AVENUE	LAREDO	TX	78045
108	NASHVILLE/COOL SPRINGS TN	1761 GALLERIA BLVD	FRANKLIN	TN	37067
111	WINCHESTER VA	2290 LEGGE BLVD	WINCHESTER	VA	22601
113	DALLAS/MEDALLION TX	138 MEDALLION CENTER	DALLAS	TX	75214
114	WARREN/NILES OH	5580 YOUNGSTOWN-WARREN RD SUITE 11	NILES	OH	44446
116	ALBANY NY	146 WOLF RD	ALBANY	NY	12205
120	WASH DC/BOWIE MD	4410 MITCHELLVILLE RD	BOWIE	MD	20716
124	TULSA/SHERIDAN OK	5255 SOUTH SHERIDAN	TULSA	OK	74145
129	MIAMI/CORAL GABLES FL	1224 SOUTH DIXIE HWY	CORAL GABLES	FL	33146
132	LOUISVILLE KY	4165 SHELBYVILLE RD	LOUISVILLE	KY	40207
135	LA/COSTA MESA CA	2710 HARBOR BLVD	COSTA MESA	CA	92626
143	PARKERSBURG WV	607 GRAND CENTRAL AVE	VIENNA	WV	26105
147	N DARTMOUTH MA	36 FAUNCE CORNER ROAD	NORTH DARTMOUTH	MA	2747
148	READING PA	1040 BERKSHIRE BLVD	READING	PA	19610
153	CULVER CITY CA	11140 JEFFERSON BLVD	CULVER CITY	CA	90230
158	LANCASTER PA	806 PLAZA BLVD	LANCASTER	PA	17601
160	PITTSBURGH/MONROE PA	4201 WM PENN HWY	MONROEVILLE	PA	15146
164	DESTIN FL	4424 COMMONS DR. EAST STE 1-A	DESTIN	FL	32541
169	ALBANY/CLIFTON PARK NY	304 CLIFTON PARK CENTER RD	CLIFTON PARK	NY	12065
177	HAMPTON/MERCURY BLVD VA	1045 WEST MERCURY BLVD	HAMPTON	VA	23666
178	IDAHO FALLS ID	2275 EAST 17TH ST	IDAHO FALLS	ID	83404
181	AUSTIN/LAKELINE TX	14010 US HWY 183N SUITE 200	AUSTIN	TX	78717
188	MORGANTOWN WV	750 VENTURE DR	MORGANTOWN	WV	26508
197	FAYETTEVILLE/CROSS CREEK MALL NC	575 CROSS CREEK MALL	FAYETTEVILLE	NC	28303
203	TOPEKA/WANAMAKER KS	1930 SW WANAMAKER RD	TOPEKA	KS	66604
206	ALBUQUERQUE/INDIAN SCHOOL NM	6670 INDIAN SCHOOL RD NE	ALBUQUERQUE	NM	87110
210	LANCASTER OH	2015 SCHORRWAY DR	LANCASTER	OH	43130
211	ATLANTA/FAYETTEVILLE GA	130 PAVILLION PKWY	FAYETTEVILLE	GA	30214
213	KENNEWICK WA	1232 NORTH COLUMBIA CTR BLVD	KENNEWICK	WA	99336
219	BILLINGS MT	2395 ROSEBUD	BILLINGS	MT	59102
220	SEATTLE/LYNWOOD WA	2617 196TH ST SW SUITE A	LYNNWOOD	WA	98036
222	SAN ANTONIO/HILL COUNTRY TX	18120 SAN PEDRO AVE	SAN ANTONIO	TX	78232
224	NEW BERN NC	2033 S GLENBURNIE RD	NEW BERN	NC	28562
225	PALM BEACH/BOYNTON FL	320 NORTH CONGRESS AVE	BOYNTON BEACH	FL	33426
227	CINC/MONTGOMERY RD OH	8063 MONTGOMERY RD	CINCINNATI	OH	45236
240	PLANO/PRESTON ROAD TX	1805 PRESTON RD STE. A	PLANO	TX	75093
244	LAS CRUCES NM	3020 EAST LOHMAN AVE	LAS CRUCES	NM	88011
250	BAY AREA/BLOSSOM HILL RD CA	1009 BLOSSOM HILL RD	SAN JOSE	CA	95123
251	SYRACUSE NY	5788 BRIDGE ST	EAST SYRACUSE	NY	13057
253	BUFFALO/TONAWANDA NY	1650 NIAGARA FALLS BLVD	TONAWANDA	NY	14150
255	GREEN BAY WI	2281 SOUTH ONEIDA ST	GREEN BAY	WI	54304

Store #	Store Name	Address	City	State	Zip
259	BOSTON/WOBURN MA	425 WASHINGTON ST	WOBURN	MA	1801
261	SEATTLE/SILVERDALE WA	3235 NW PLAZA ST	SILVERDALE	WA	98383
264	GRESHAM OR	470 NW EASTMAN PKWY	GRESHAM	OR	97030
265	MADISON/WEST END WI	7475 MINERAL POINT RD	MADISON	WI	53717
267	TRAVERSE CITY MI	3180 SOUTH AIRPORT RD W	TRAVERSE CITY	MI	49684
269	BOZEMAN MT	1640 NORTH 19TH AVE	BOZEMAN	MT	59718
272	WASH DC/POTOMAC VA	14348 GIDEON DR	WOODBIDGE	VA	22192
273	SPOKANE WA	101 W. NORTH RIVER DR.	SPOKANE	WA	99201
279	MIDDLETOWN NY	400 NORTH GALLERIA DR	MIDDLETOWN	NY	10941
281	GRAND JUNCTION CO	2454 HWY 6 AND 50 SUITE 111	GRAND JUNCTION	CO	81505
282	GREENFIELD WI	5170 SOUTH 76TH ST	GREENDALE	WI	53129
283	DAYTONA BEACH FL	2451 WEST INTERNATIONAL SPDWY SUITE 1101	DAYTONA BEACH	FL	32114
289	ATLANTA/SNELLVILLE GA	1708 SCENIC HWY N SUITE E-G	SNELLVILLE	GA	30078
290	BEL AIR MD	615 BEL AIR ROAD SUITE U	BEL AIR	MD	21014
291	DETROIT/HARPER WOODS MI	19233 VERNIER RD	HARPER WOODS	MI	48225
292	TUCSON/ORACLE AZ	4415 NORTH ORACLE RD	TUCSON	AZ	85705
307	CHEYENNE WY	1345 DELL RANGE BLVD	CHEYENNE	WY	82009
312	SAVANNAH GA	5500 ABERCORN SUITE 1	SAVANNAH	GA	31405
313	FAIRLAWN OH	3737 WEST MARKET ST UNIT B	FAIRLAWN	OH	44333
318	STROUDSBURG PA	101 POCONO COMMONS DRIVE	STROUDSBURG	PA	18360
326	SAN ANGELO TX	4141 SUNSET DR	SAN ANGELO	TX	76904
331	LEXINGTON/HAMBURG KY	1900 PAVILLION WAY	LEXINGTON	KY	40509
334	ALBUQUERQUE/COTTONWOOD NM	10010 COORS BLVD NW	ALBUQUERQUE	NM	87114
337	SANTA FE NM	4056 CERRILLOS SUITE A	SANTA FE	NM	87507
338	DETROIT/LAKESIDE MI	44501 SCHOENHERR	STERLING HEIGHTS	MI	48313
340	SOUTHBURY CT	775 MAIN STREET SOUTH	SOUTHBURY	CT	6488
346	CHARLESTON/VILSQC SC	1909 SAM RITTENBURG	CHARLESTON	SC	29407
350	KEY WEST FL	2716 NORTH ROOSEVELT BLVD	KEY WEST	FL	33040
352	CHARLOTTE/SOUTH BLVD NC	4729 SOUTH BLVD	CHARLOTTE	NC	28217
354	ALTOONA PA	2800 OLD RTE 220 PLANK RD COMMONS OUT PARCEL #4	ALTOONA	PA	16601
359	ROCH/VICTOR NY	140 COBBLESTONE COURT DR	VICTOR	NY	14564
363	FLINT/GENESEE VALLEY MI	4310 MILLER RD	FLINT	MI	48507
365	CONN/BRANFORD CT	1078 WEST MAIN ST	BRANFORD	CT	6405
366	TALLAHASSEE/GOVERNOR'S SQ FL	1407 EAST LAFAYETTE	TALLAHASSEE	FL	32301
369	FREDERICKSBURG VA	3071 PLANK RD	FREDERICKSBURG	VA	22401
370	SACRAMENTO/LAGUNA CA	7440 LAGUNA BLVD SUITE 102	ELK GROVE	CA	95758
375	COVINGTON LA	66 PARK PLACE	COVINGTON	LA	70433
380	DETROIT/TROY MI	388 JOHN R RD	TROY	MI	48083
383	AUBURN AL	1716 OPELIKA RD	AUBURN	AL	36830
386	HUNTSVILLE/MARRIOT AL	4806 UNIVERSITY DR	HUNTSVILLE	AL	35816
391	MIAMI/S MIAMI FL	8725 SW 136TH ST	MIAMI	FL	33176
397	FT LAUD/CORAL SPRINGS FL	751 UNIVERSITY DR	CORAL SPRINGS	FL	33071
403	KC/BARRY RD MO	6001 NW BARRY RD	KANSAS CITY	MO	64154
407	GULFPORT MS	15154 CROSSROADS PKWAY	GULFPORT	MS	39503
410	MPLS/RIDGEDALE MN	12970 WAYZATA BLVD	MINNETONKA	MN	55305
412	JOHNSON CITY TN	2116 NORTH ROAN ST SUITE 1B	JOHNSON CITY	TN	37601
418	MILWAUKEE/BROOKFIELD WI	17000 NW BLUEMOUND RD	BROOKFIELD	WI	53005
420	SAN DIEGO/CARMEL MOUNTAIN CA	12004 CARMEL MOUNTAIN RD	SAN DIEGO	CA	92128
422	PORTLAND/CLACKAMAS OR	11211 SE 82ND AVE	HAPPY VALLEY	OR	97086
424	HAGERSTOWN MD	17730 GARLAND GROH BLVD	HAGERSTOWN	MD	21740
429	WILMINGTON NC	3741 OLEANDER DR	WILMINGTON	NC	28403
433	SALT LAKE/COTTONWOOD UT	4850 HIGHLAND DR	SALT LAKE CITY	UT	84117
436	SAN DIEGO/OCEANSIDE CA	2555 VISTA WAY	OCEANSIDE	CA	92054
438	HOUSTON/BAYTOWN TX	6616 GARTH RD	BAYTOWN	TX	77521
439	FRESNO/RIVERPARK CA	7457 N BLACKSTONE AVE	FRESNO	CA	93720
445	RHODE IS/WARWICK RI	1276 BALD HILL RD	WARWICK	RI	2886
449	FREEHOLD NJ	4331 ROUTE 9 UNIT 1	FREEHOLD	NJ	7728
450	BAY AREA/DUBLIN CA	4976 DUBLIN BLVD	DUBLIN	CA	94568
454	WASH DC/FAIRFAX VA	11210 JAMES SWART CIRCLE	FAIRFAX	VA	22030
455	SPRINGFIELD MO	3110 S GLENSTONE AVE	SPRINGFIELD	MO	65804
464	AUSTIN/ROUND ROCK TX	2701-B PARKER ROAD	ROUND ROCK	TX	78681
466	BRIDGEWATER NJ	385 U S HWY 202-206	BRIDGEWATER	NJ	8807
469	STUART/TREASURE COAST FL	3520 NORTHWEST FEDERAL HWY	JENSEN BEACH	FL	34957
470	RICHMOND/SHORT PUMP VA	11120 W BROAD STREET	GLEN ALLEN	VA	23060
472	MADISON/EASTEND WI	4260 EAST TOWNE BLVD	MADISON	WI	53704
477	ENFIELD CT	34 HAZARD AVE UNIT #8	ENFIELD	CT	6082
483	STL/ELLISVILLE MO	15382 MANCHESTER RD	BALLWIN	MO	63011
486	BOSTON/HANOVER MA	1282 WASHINGTON ST	HANOVER	MA	2339
487	PALM HARBOR FL	31650 U S HWY 19 N	PALM HARBOR	FL	34684
494	JOPLIN MO	410 RANGE LINE RD	JOPLIN	MO	64801
495	NEW YORK/SPRING VALLEY NY	150 SPRING VALLEY MARKET PLACE	SPRING VALLEY	NY	10977

Store #	Store Name	Address	City	State	Zip
504	MIAMI/AVENTURA FL	18681 BISCAYNE BLVD	AVENTURA	FL	33180
513	ST JOSEPH/BENTON HARBOR MI	1000 E NAPIER AVE SUITE A	BENTON HARBOR	MI	49022
514	ORLANDO/WINTER PARK FL	480 N ORLANDO AVE SUITE 100	WINTER PARK	FL	32789
518	OLD SAYBROOK CT	665 BOSTON POST RD	OLD SAYBROOK	CT	6475
519	FT MYERS/CLEVELAND AVE FL	4945 S CLEVELAND AVE	FORT MYERS	FL	33907
521	PEORIA/CHARTER OAK PLAZA IL	5115 W HOLIDAY DRIVE	PEORIA	IL	61615
531	BATON ROUGE/BLUEBONNET LA	6757 BLUEBONNET BLVD	BATON ROUGE	LA	70836
532	COLUMBIA MD	6131 COLUMBIA CROSSING CIRCLE SUITE T-4	COLUMBIA	MD	21045
534	WATCHUNG NJ	1515 ROUTE 22 WEST #16	WATCHUNG	NJ	7069
536	PORT CHARLOTTE FL	18500 VETERANS BLVD UNIT 1	PORT CHARLOTTE	FL	33954
540	DETROIT/AUBURN HILLS MI	3918 BALDWIN ROAD	AUBURN HILLS	MI	48326
541	ATLANTA/MALL OF GEORGIA	1695 MALL OF GEORGIA BLVD	BUFORD	GA	30519
542	WILKES-BARRE PA	407 ARENA HUB PLAZA	WILKES-BARRE TOWNSHIP	PA	18702
544	PLAINFIELD IN	2683 EAST MAIN STREET SUITE 103	PLAINFIELD	IN	46168
545	LA/BREA UNION CA	2395 EAST IMPERIAL HWY SUITE B	BREA	CA	92821
552	SIOUX FALLS SD	3801 WEST 49TH ST	SIOUX FALLS	SD	57106
553	FORT SMITH AR	6604 ROGERS AVE	FORT SMITH	AR	72903
555	CHAMPAIGN IL	2001 NORTH PROSPECT AVE	CHAMPAIGN	IL	61822
557	TEMPLE TX	3040 SOUTH 31ST ST	TEMPLE	TX	76502
561	PADUCAH KY	3021 NEW HOLT ROAD KENTUCKY OAKS MALL	PADUCAH	KY	42001
562	BLOOMINGTON IL	1 AUTO ROW DR	BLOOMINGTON	IL	61704
565	TYLER TX	4516 SOUTH BROADWAY	TYLER	TX	75703
566	AUSTIN/SUNSET VALLEY TX	4965 WEST HWY 290	SUNSET VALLEY	TX	78735
569	VIRGINIA BEACH VA	3405 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23452
570	COLUMBIA MO	1901 BERNADETTE DR BLDG 3-B	COLUMBIA	MO	65203
574	MAPLE GROVE MN	7900 WEDGEWOOD LN	MAPLE GROVE	MN	55369
575	SCRANTON PA	700 COMMERCE BLVD	DICKSON CITY	PA	18519
577	OK CITY/QUAIL SPRINGS OK	13801 NORTH PENNSYLVANIA #D	OKLAHOMA CITY	OK	73134
580	PHIL/WILLOW GROVE PA	1134 EASTON RD	WILLOW GROVE	PA	19090
581	PORTLAND/JANTZEN BEACH OR	1800 N. TOMAHAWK ISLAND DR.	PORTLAND	OR	97217
583	GAINESVILLE FL	3638 SW ARCHER RD	GAINESVILLE	FL	32608
584	DULUTH MN	901 WEST CENTRAL ENTRANCE	DULUTH	MN	55811
585	MEMPHIS/WOLFCHASE COMMONS TN	2725 NORTH GERMANTOWN PKWY	MEMPHIS	TN	38133
586	FW/HULEN TX	4901 OVERTON RIDGE BLVD	FORT WORTH	TX	76132
587	MPLS/WOODBURY MN	8452 TAMARACK VILLAGE	WOODBURY	MN	55125
588	HUMBLE TX	20524 U S HWY 59 N	HUMBLE	TX	77338
592	HOUSTON/SUGAR LAND TX	2521 TOWN CENTER BLVD N	SUGAR LAND	TX	77479
593	CHIC/NILES IL	5637 WEST TOUHY AVE	NILES	IL	60714
595	DENVER/PARK MEADOWS CO	8360 SOUTH WILLOW ST	LONE TREE	CO	80124
598	SAN DIEGO/LA MESA CA	5500 GROSSMONT CENTER DR SUITE 123	LA MESA	CA	91942
599	ENCINITAS CA	1022 NORTH EL CAMINO REAL	ENCINITAS	CA	92024
600	BINGHAMTON/VESTAL PKWY NY	2540 VESTAL PKWY EAST SUITE 1	VESTAL	NY	13850
604	ORLANDO/SANFORD FL	401 TOWN CENTER BLVD	SANFORD	FL	32771
610	LA/MARINA PACIFICA CA	6378 PACIFIC COAST HWY SUITE A	LONG BEACH	CA	90803
612	MYRTLE BEACH SC	1101 SEABOARD ST	MYRTLE BEACH	SC	29577
617	EAU CLAIRE WI	4008 COMMONWEALTH AVE	EAU CLAIRE	WI	54701
618	SEATTLE/OLYMPIA WA	1309 COOPER POINT RD	OLYMPIA	WA	98502
622	STL/MID RIVERS MO	180 MID-RIVERS MALL CIRCLE	SAINT PETERS	MO	63376
629	PHOENIX/SUPERSTITION AZ	1155 SOUTH POWER RD SUITE 110	MESA	AZ	85206
633	SAN ANTONIO/SAN PEDRO TX	7080 SAN PEDRO AVE	SAN ANTONIO	TX	78216
635	SPOKANE/NORTHPOINT WA	9940 NORTH NEWPORT HWY	SPOKANE	WA	99218
636	PITTS/CRANBERRY TOWNSHIP PA	20267 RTE 19 N	CRANBERRY TOWNSHIP	PA	16066
640	FT LAUD/FEDERAL HWY FL	1860 NORTH FEDERAL HWY	FORT LAUDERDALE	FL	33305
643	LA/LACANADA CA	2200 FOOTHILL BLVD	LA CANADA FLINTRIDGE	CA	91011
647	BRADENTON FL	4430 14TH ST W	BRADENTON	FL	34207
648	MANCHESTER NH	1111 SOUTH WILLOW ST	MANCHESTER	NH	3103
649	HOT SPRINGS AR	200 CORNERSTONE BLVD	HOT SPRINGS	AR	71913
650	WASH DC/LAUREL MD	3401 FORT MEADE ROAD	LAUREL	MD	20724
652	TWIN FALLS ID	1676 LOCUST ST N	TWIN FALLS	ID	83301
655	MIDLAND MI	1409 JOE MANN BLVD	MIDLAND	MI	48642
658	LAKELAND FL	3880 U S HWY 98 N	LAKELAND	FL	33809
663	FT LAUD/PEMBROKE PINES FL	11575 PINES BLVD	PEMBROKE PINES	FL	33026
670	WINSTON-SALEM NC	1026 HANES MALL BLVD	WINSTON-SALEM	NC	27103
674	CHICO CA	1931 EAST 20TH ST	CHICO	CA	95928
677	OCALA/PADDOCK FL	2516 SW COLLEGE RD	OCALA	FL	34471
682	DETROIT/TAYLOR MI	14440 PARDEE ROAD	TAYLOR	MI	48180
683	LA/PALMDALE CA	1105 WEST AVE P	PALMDALE	CA	93551
688	SOUTHERN PINES NC	9 PINECREST PLAZA	SOUTHERN PINES	NC	28387
697	FLORENCE/MALL RD KY	7606 MALL RD	FLORENCE	KY	41042
698	NEWINGTON CT	2661 BERLIN TURNPIKE	NEWINGTON	CT	6111
704	LI/LAKE GROVE NY	2021 SMITH HAVEN PLAZA	LAKE GROVE	NY	11755

Store #	Store Name	Address	City	State	Zip
705	BAKERSFIELD CA	3800 MALL VIEW RD SUITE 300	BAKERSFIELD	CA	93306
708	CLEVELAND/MENTOR OH	7777 MENTOR AVE UNIT 1	MENTOR	OH	44060
709	SANTA ROSA CA	2716 SANTA ROSA AVE	SANTA ROSA	CA	95407
713	SALEM NH	125A SOUTH BROADWAY	SALEM	NH	3079
715	SALT LAKE/SANDY UT	102 WEST 10600 SOUTH ST	SANDY	UT	84070
722	BOISE/TOWN SQUARE ID	140 NORTH MILWAUKEE	BOISE	ID	83704
723	ST PETE/4TH ST FL	4949 4TH ST N	SAINT PETERSBURG	FL	33703
724	PHOENIX/77TH BELL AZ	7739 WEST BELL RD	PEORIA	AZ	85382
725	EL PASO/SUNLAND MALL TX	730 SUNLAND PARK DR MESA HILLS @ SUNLAND PARK DR	EL PASO	TX	79912
726	MELBOURNE/MELBOURNE SQ FL	2045 WEST NEW HAVEN AVE	WEST MELBOURNE	FL	32904
729	FAYETTEVILLE AR	4100 NORTH COLLEGE AVE	FAYETTEVILLE	AR	72703
730	CORPUS CHRISTI/MOORE PLAZA TX	5317 SOUTH PADRE ISLAND DR MOORE PLAZA	CORPUS CHRISTI	TX	78411
732	LA CROSSE WI	3616 HWY 157	LA CROSSE	WI	54601
733	PUYALLUP WA	4621 SOUTH MERIDIAN SUITE A-915	PUYALLUP	WA	98373
736	CANTON/BELDEN VLG OH	4643 EVERHARD RD	CANTON	OH	44718
742	DAYTON/MAD RIVER OH	2777 MIAMISBURG-CENTERVILLE RD	DAYTON	OH	45459
744	BELLINGHAM WA	4061 MERIDIAN ST	BELLINGHAM	WA	98226
745	CHIC/JOLIET IL	3064 PLAINFIELD RD	JOLIET	IL	60435
746	WASH DC/LEESBURG VA	502 D EAST MARKET ST	LEESBURG	VA	20176
751	DELAWARE/WILMINGTON DE	3660 CONCORD PIKE	WILMINGTON	DE	19803
752	LI/FREEPORT NY	210 EAST SUNRISE HWY MEADOWBROOK COMMONS	FREEPORT	NY	11520
757	PALM BEACH/W BOCA FL	20655 LYONS RD	BOCA RATON	FL	33434
762	SYRACUSE/GREAT NORTHERN NY	4100 RTE 31	CLAY	NY	13041
764	BOSTON/NORWOOD MA	1583 PROVIDENCE HWY	NORWOOD	MA	2062
766	SEBRING FL	760 U S 27 N	SEBRING	FL	33870
774	BOWLING GREEN KY	2608 SCOTTSVILLE RD	BOWLING GREEN	KY	42104
775	ABILENE TX	3950 SOUTH CLACK ST	ABILENE	TX	79606
782	STL/SOUTH COUNTY MO	7320 SOUTH LINDBERGH BLVD	SAINT LOUIS	MO	63125
784	SAN ANTONIO/HUEBNER OAKS TX	11745 IH 10 W #410 BLDG 4	SAN ANTONIO	TX	78230
786	FORT WAYNE IN	4224 COLDWATER RD	FORT WAYNE	IN	46805
787	MIAMI/CORAL WAY FL	8415 SW 24TH ST	MIAMI	FL	33155
790	TOMS RIVER NJ	621 BAY AVE	TOMS RIVER	NJ	8753
791	HUNTINGTON WV	150 MALL RD	BARBOURSVILLE	WV	25504
792	HAMPTON/CHESAPEAKE SQ VA	4140 PORTSMOUTH BLVD	CHESAPEAKE	VA	23321
794	PHIL/MONTGOMERYVILLE PA	801 HORSHAM RD P O BOX 428	MONTGOMERYVILLE	PA	18936
795	BUFFALO/MCKINLEY NY	3701 MCKINLEY PKWY BOX 1070 MCKINLEY MALL	BLASDELL	NY	14219
797	NAPLES FL	5062 AIRPORT PULLING RD N	NAPLES	FL	34105
806	MURFREESBORO TN	1971 OLD FORT PKWY	MURFREESBORO	TN	37129
809	TEMECULA CA	26415 YNEZ RD	TEMECULA	CA	92591
810	LITTLE ROCK/MCCAIN AR	2601 MCCAIN BLVD	NORTH LITTLE ROCK	AR	72116
813	FRESNO/CLOVIS CA	1055 SHAW AVE	CLOVIS	CA	93612
816	PORTLAND/HILLSBORO OR	2483 NW 185TH AVE	HILLSBORO	OR	97124
821	PITTSBURGH/WATERWORKS	843 FREEPORT RD	PITTSBURGH	PA	15238
829	BRANDON/OLD TIMES SQUARE FL	2111 WEST BRANDON BLVD	BRANDON	FL	33511
836	MERRIMACK NH	2 NORTHWEST BLVD	NASHUA	NH	3063
842	DETROIT/CHESTERFIELD MI	51405 GRATIOT AVE	CHESTERFIELD	MI	48051
843	FARGO ND	4330 13TH AVE SW	FARGO	ND	58103
844	MPLS/BURNSVILLE MN	1501 COUNTY RD 42 W	BURNSVILLE	MN	55306
848	HYANNIS MA	1070 RTE 132 FESTIVAL AT HYANNIS	HYANNIS	MA	2601
852	LAFAYETTE/AMBASSADOR LA	5530 JOHNSTON ST	LAFAYETTE	LA	70503
854	CHIC/CHICAGO RIDGE	9820 RIDGELAND	CHICAGO RIDGE	IL	60415
867	CHATTANOOGA/HAMILTON TN	2130 HAMILTON PLACE BLVD	CHATTANOOGA	TN	37421
871	ERIE PA	5666 PEACH ST	ERIE	PA	16509
881	PHIL/DEPTFORD NJ	1500 N. ALMONESSON RD. STE. 5	DEPTFORD	NJ	8096
886	SPOKANE/VALLEY WA	14748 EAST INDIANA	SPOKANE	WA	99216
887	ROCKFORD IL	6325 EAST STATE ST	ROCKFORD	IL	61108
888	ROCHESTER MN	1201 SOUTH BROADWAY #16	ROCHESTER	MN	55904
889	SPRINGFIELD/WHITE OAKS IL	2691 VETERANS PKWY	SPRINGFIELD	IL	62704
892	DES MOINES/VALLEY W IA	8801 UNIVERSITY AVE BLDG F	CLIVE	IA	50325
1000	ORLANDO/WATERFORD LAKES FL	525 N ALAFAYA TRL WATERFORD LAKES TOWN CENTER	ORLANDO	FL	32828
1002	CAMARILLO CA	135 W VENTURA BLVD SUITE B	CAMARILLO	CA	93010
1006	KERRVILLE TX	1304 JUNCTION HWY #100	KERRVILLE	TX	78028
1007	FAIRVIEW HEIGHTS IL	6101 N ILLINOIS ST	FAIRVIEW HEIGHTS	IL	62208
1010	WICHITA/BRADLEY FAIR KS	1800 N ROCK ROAD SUITE 100	WICHITA	KS	67206
1015	FINDLAY OH	1949 TIFFIN AVE SUITE 4	FINDLAY	OH	45840
1016	MUSKEGON MI	5325 HARVEY ST	MUSKEGON	MI	49444
1017	FRISCO TX	3321 PRESTON RD	FRISCO	TX	75034
1018	S CHARLESTON WV	36 RHL BLVD	SOUTH CHARLESTON	WV	25309
1019	EUGENE OR	298 COBURG RD	EUGENE	OR	97401
1022	ROSEVILLE CA	1101 GALLERIA BLVD	ROSEVILLE	CA	95678
1026	SACRAMENTO/FOLSOM CA	2775 E BIDWELL ST SUITE 100	FOLSOM	CA	95630

Store #	Store Name	Address	City	State	Zip
1028	HOLMDEL NJ	2130 STATE ROUTE 35	HOLMDEL	NJ	7733
1030	MOREHEAD CITY NC	5218 A HWY 70 W	MOREHEAD CITY	NC	28557
1031	BUFFALO/TRANSIT NY	8420 TRANSIT RD	WILLIAMSVILLE	NY	14221
1033	RICHMOND/VIRGINIA COMMONS VA	9840 BROOK RD	GLEN ALLEN	VA	23059
1035	MIAMI/KENDALL FL	8615 SW 124TH AVE	MIAMI	FL	33183
1036	LOUISVILLE/SUMMIT KY	4330 SUMMIT PLAZA DR	LOUISVILLE	KY	40241
1037	KENT/COVINGTON WA	16901 SE 272ND ST. STE. 45	COVINGTON	WA	98042
1038	WAUSAU WI	3500 RIB MOUNTAIN DR	WAUSAU	WI	54401
1042	NAPLES/GRANADA FL	1000 IMMOKALEE RD #90	NAPLES	FL	34110
1045	ROCHESTER/WEBSTER NY	1855 EMPIRE BLVD	WEBSTER	NY	14580
1047	PASO ROBLES CA	2169 THEATER DR	PASO ROBLES	CA	93446
1048	EXTON PA	287 MAIN ST	EXTON	PA	19341
1053	DALLAS/GALLERIA TX	13710 DALLAS PKWY SUITE A	DALLAS	TX	75240
1062	GREENWOOD IN	6810 S EMERSON AVE SUITE A	INDIANAPOLIS	IN	46237
1067	LI/ROCKY POINT NY	291 ROUTE 25A	ROCKY POINT	NY	11778
1071	LAS VEGAS/SILVERADO RANCH NV	9887 SOUTH EASTERN AVE	LAS VEGAS	NV	89123
1072	TUCSON/ORO VALLEY AZ	10571 N. ORACLE RD SUITE 102	ORO VALLEY	AZ	85737
1074	LA/CHINO HILLS CA	3881 GRAND AVE	CHINO	CA	91710
1080	SAN ANTONIO/FORUM	8344 AGORA PARKWAY SUITE 100	SELMA	TX	78154
1082	DALLAS/CEDAR HILL TX	304 N HIGHWAY 67	CEDAR HILL	TX	75104
1083	OSAGE BEACH MO	3975 JR PREWITT PARKWAY	OSAGE BEACH	MO	65065
1084	TAMPA/WESTSHORE FL	128 SOUTH WESTSHORE BLVD	TAMPA	FL	33609
1088	ROGERS AR	475 N 46TH ST	ROGERS	AR	72756
1092	BRIELLE NJ	2410 HIGHWAY 35	MANASQUAN	NJ	8736
1093	WELLINGTON FL	10510 W FOREST HILL BLVD	WELLINGTON	FL	33414
1096	REHOBOTH BEACH DE	18742 COASTAL HWY	REHOBOTH BEACH	DE	19971
1098	CHICAGO/DEER PARK IL	20530 N RAND RD SUITE 136	DEER PARK	IL	60010
1101	PETOSKEY MI	1309 SPRING STREET SUITE 130	PETOSKEY	MI	49770
1104	PHOENIX/SURPRISE AZ	13710 W BELL ROAD	SURPRISE	AZ	85374
1106	ST GEORGE UT	329 SOUTH RIVER ROAD	SAINT GEORGE	UT	84790
1107	LYNCHBURG VA	4024-B WARDS ROAD	LYNCHBURG	VA	24502
1109	CLARKSBURG WV	499 EMILY DRIVE	CLARKSBURG	WV	26301
1110	CHARLOTTE/MATTHEWS NC	2315 MATTHEWS TOWNSHIP PARKWAY	MATTHEWS	NC	28105
1112	SHREWSBURY MA	571 BOSTON TURNPIKE SUITE B	SHREWSBURY	MA	1545
1114	RICHMOND/HULL STREET VA	4572 COMMONWEALTH CENTER PKWY	MIDLOTHIAN	VA	23112
1116	DENVER/UNIVERSITY HILLS CO	2780 S COLORADO BLVD SUITE 306-A	DENVER	CO	80222
1117	INDY/COLLEGE PARK IN	2902 WEST 86TH STREET SUITE 100	INDIANAPOLIS	IN	46268
1123	MILFORD CT	98 TURNPIKE SQUARE	MILFORD	CT	6460
1124	LA/VENTURA CA	4900 TELEPHONE ROAD	VENTURA	CA	93003
1126	LAKE CHARLES LA	302 W PRIEN LAKE ROAD	LAKE CHARLES	LA	70601
1128	HICKORY NC	1844 CATAWBA VALLEY BLVD SE	HICKORY	NC	28602
1129	TUKWILA WA	17388 SOUTHCENTER PARKWAY	TUKWILA	WA	98188
1130	GLASTONBURY CT	2838 MAIN STREET	GLASTONBURY	CT	6033
1132	VACAVILLE CA	2070 HARBISON DRIVE	VACAVILLE	CA	95687
1134	DAPHNE AL	6850 HIGHWAY 90 SUITE A-8	DAPHNE	AL	36526
1135	PHOENIX/FOUNTAIN HILLS AZ	16815 EAST SHEA BLVD SUITE 125	FOUNTAIN HILLS	AZ	85268
1136	NEWBURGH NY	1255 ROUTE 300	NEWBURGH	NY	12550
1139	HAMILTON TOWNSHIP NJ	150 MARKETPLACE BLVD	HAMILTON	NJ	8691
1140	ASHEVILLE/TUNNEL ROAD NC	100 RIVER HILLS RD	ASHEVILLE	NC	28805
1142	LANSING/EASTWOOD TOWN CENTER MI	2917 PREYDE BLVD	LANSING	MI	48912
1144	EASTON MD	219 MARLBORO AVE	EASTON	MD	21601
1145	RICHMOND/MIDLOTHIAN VA	11401 MIDLOTHIAN TURNPIKE	RICHMOND	VA	23235
1150	GIG HARBOR WA	5160 BORGEN BLVD	GIG HARBOR	WA	98332
1153	TURLOCK CA	2901 COUNTRYSIDE DRIVE	TURLOCK	CA	95380
1155	CHICAGO/MCHENRY IL	2328 N RICHMOND RD	MCHENRY	IL	60050
1156	WARNER ROBINS GA	2622 WATSON BLVD SUITE A	WARNER ROBINS	GA	31093
1158	PRESCOTT AZ	3250 GATEWAY BLVD SUITE 440	PRESCOTT	AZ	86303
1159	SALEM OR	803 LANCASTER DR NE	SALEM	OR	97301
1160	GRAND RAPIDS/GRANDVILLE MI	4950 WILSON AVE SW SUITE 30	WYOMING	MI	49418
1161	WILMINGTON/MAYFAIRE NC	6885 MAIN STREET	WILMINGTON	NC	28405
1163	SANTEE CA	9820 MISSION GORGE ROAD	SANTEE	CA	92071
1165	CHARLOTTE/LAKE NORMAN NC	8805 TOWNLEY ROAD	HUNTERSVILLE	NC	28078
1166	JACKSON/DOGWOOD MS	279 DOGWOOD BLVD	FLOWOOD	MS	39232
1167	BAKERSFIELD/NORTHWEST CA	9030 ROSEDALE HWY	BAKERSFIELD	CA	93312
1170	ANKENY IA	1965 SE DELAWARE AVE	ANKENY	IA	50021
1173	CAPITOLA CA	3825 CLARES STREET	CAPITOLA	CA	95010
1174	DANA POINT CA	32411 GOLDEN LANTERN SUITE J-P	LAGUNA NIGUEL	CA	92677
1176	KELSO WA	421 THREE RIVERS DRIVE	KELSO	WA	98626
1177	WENATCHEE WA	1304 NORTH MILLER STREET	WENATCHEE	WA	98801
1179	REDDING CA	1120 HILLTOP DRIVE	REDDING	CA	96003
1181	HOUSTON/KATY TX	1172 FRY ROAD	HOUSTON	TX	77084

Store #	Store Name	Address	City	State	Zip
1185	COLUMBUS GA	5555 WHITTLESEY BLVD SUITE 1600	COLUMBUS	GA	31909
1187	MANAHAWKIN NJ	601 WASHINGTON AVE SUITE I	MANAHAWKIN	NJ	8050
1193	CHARLOTTE/PROMENADE NC	5335 BALLANTYNE COMMONS PKWY SUITE F	CHARLOTTE	NC	28277
1195	MODESTO CA	3801 PELANDALE AVE #F-1	MODESTO	CA	95356
1199	GREENVILLE NC	714 SE GREENVILLE BLVD SUITE 55	GREENVILLE	NC	27858
1202	SD/MISSION VALLEY CA	5171 MISSION CENTER ROAD SUITE B-3	SAN DIEGO	CA	92108
1205	YOUNGSTOWN OH	550 BOARDMAN POLAND ROAD	YOUNGSTOWN	OH	44512
1207	ATLANTA CUMMING GA	1505 MARKET PLACE BLVD	CUMMING	GA	30041
1209	PHOENIX/DESERT RIDGE AZ	21001 N TATUM BLVD SUITE 52	PHOENIX	AZ	85050
1212	LAS VEGAS/HENDERSON NV	535 N STEPHANIE ST	HENDERSON	NV	89014
1213	HUNTSVILLE/JONES VALLEY AL	2750 CARL T JONES DRIVE SUITE 900	HUNTSVILLE	AL	35802
1215	ATLANTA/MCDONOUGH GA	1784 JONESBORO RD	MCDONOUGH	GA	30253
1219	GREENSBORO NC/FRIENDLY CENTER NC	3116 NORTHLINE AVE	GREENSBORO	NC	27408
1220	RIVERDALE UT	1087 W RIVERDALE ROAD	RIVERDALE	UT	84405
1224	SARATOGA SPRINGS NY	3078 STATE ROUTE 50	SARATOGA SPRINGS	NY	12866
1225	ST AUGUSTINE FL	330 CBL DRIVE	ST AUGUSTINE	FL	32086
1226	OKLAHOMA CITY/EDMOND OK	1350 E 2ND STREET	EDMOND	OK	73034
1228	CLEVELAND/AVON OH	35948 DETROIT ROAD	AVON	OH	44011
1234	PENSACOLA FL	4970 BAYOU BLVD	PENSACOLA	FL	32503
1238	INDY/NOBLESVILLE IN	17070 MERCANTILE BLVD	NOBLESVILLE	IN	46060
1239	FT LAUDERDALE/SAWGRASS FL	12160 WEST SUNRISE BLVD	PLANTATION	FL	33323
1241	KNOXVILLE/TURKEY CREEK TN	11130 PARKSIDE DR	KNOXVILLE	TN	37934
1243	PHOENIX/GOODYEAR AZ	1442 N LITCHFIELD ROAD	GOODYEAR	AZ	85395
1244	FLOWER MOUND TX	6101 LONG PRAIRIE ROAD SUITE 450	FLOWER MOUND	TX	75028
1245	STOCKTON CA	760 W HAMMER LANE	STOCKTON	CA	95210
1247	MOORESVILLE NC	598 RIVER HIGHWAY SUITE E	MOORESVILLE	NC	28117
1253	LAS VEGAS/SUMMERLIN NV	8945 W CHARLESTON BLVD	LAS VEGAS	NV	89117
1254	SOUTH BEND/MISHAWAKA IN	405 UNIVERSITY DRIVE E	GRANGER	IN	46530
1256	MIAMI/INTERNATIONAL MALL FL	10600 NW 19TH STREET	MIAMI	FL	33172
1258	COLUMBUS/POLARIS OH	1320 POLARIS PARKWAY	COLUMBUS	OH	43240
1259	FENTON MI	15250 SILVER PARKWAY	FENTON	MI	48430
1264	ORLANDO/MILLENNIA FL	4600 MILLENNIA PLAZA WAY	ORLANDO	FL	32839
1266	WINTER HAVEN FL	440 CITI CENTRE STREET	WINTER HAVEN	FL	33880
1267	PALM DESERT CA	72359 HIGHWAY 111	PALM DESERT	CA	92260
1270	RALEIGH/GARNER NC	230 SHENSTONE BLVD	GARNER	NC	27529
1273	CINCINNATI/TYLERSVILLE OH	7676 VOICE OF AMERICA DRIVE	WEST CHESTER	OH	45069
1274	LI/MASSAPEQUA NY	5220 SUNRISE HIGHWAY	MASSAPEQUA PARK	NY	11762
1276	JERSEY CITY NJ	125 18TH STREET	JERSEY CITY	NJ	7310
1277	VIERA FL	7201 SHOPPES DRIVE SUITE 117	MELBOURNE	FL	32940
1281	COEUR D'ALENE ID	410 W WILBUR AVE	COEUR D'ALENE	ID	83815
1293	HAMPTON/GREENBRIER VA	1232 GREENBRIER PARKWAY	CHESAPEAKE	VA	23320
1295	SPARTANBURG SC	120 DORMAN CENTRE DRIVE SUITE 120-B	SPARTANBURG	SC	29301
1298	FAIRFIELD CT	2264 BLACK ROCK TURNPIKE	FAIRFIELD	CT	6825
1300	FW/WATAUGA TX	7608 DENTON HWY SUITE 316	WATAUGA	TX	76148
1304	BRENTWOOD CA	5739 LONE TREE WAY	ANTIOCH	CA	94531
1305	CLEARWATER/CLEARWATER MALL FL	2713 GULF TO BAY BLVD	CLEARWATER	FL	33759
1307	DETROIT/NORTHVILLE MI	17955 HAGGERTY ROAD	NORTHVILLE	MI	48168
1309	PHOENIX/SCOTTSDALE PROMENADE AZ	16219 N SCOTTSDALE ROAD	SCOTTSDALE	AZ	85254
1310	AUGUSTA GA	267 ROBERT C DANIEL JR PKWY	AUGUSTA	GA	30909
1312	GILROY CA	6835 CAMINO ARROYO	GILROY	CA	95020
1314	EVANSVILLE IN	6501 E LLOYD EXPRESSWAY SUITE 19	EVANSVILLE	IN	47715
1319	CHARLESTON/SUMMERVILLE SC	424 AZALEA SQUARE BLVD	SUMMERVILLE	SC	29483
1321	HOUSTON/CONROE TX	505 I-45 NORTH	CONROE	TX	77304
1322	CARSON CITY NV	971 TOPSY LANE SUITE 334	CARSON CITY	NV	89705
1332	POUGHKEEPSIE NY	2519 SOUTH ROAD SUITE A	POUGHKEEPSIE	NY	12601
1335	BETHLEHEM PA	4443 SOUTHMONT WAY	EASTON	PA	18045
1336	ST LOUIS/CHESTERFIELD MO	22 THF BLVD	CHESTERFIELD	MO	63005
1341	GLENDAL CA	545 N GLENDAL AVENUE	GLENDAL	CA	91206
1353	JACKSONVILLE/PONTE VEDRA FL	950 MARSH LANDING PARKWAY	JACKSONVILLE BEACH	FL	32250
1358	BOSTON/DANVERS MA	50 INDEPENDENCE WAY UNIT 1	DANVERS	MA	1923
1361	NEW PORT RICHEY/MITCHELL RANCH FL	3006 LITTLE ROAD	TRINITY	FL	34655
1365	WACO TX	2504 WEST LOOP 340	WACO	TX	76711
1371	MANTECA CA	285 COMMERCE AVENUE	MANTECA	CA	95336
1373	PHOENIX/GILBERT GATEWAY TOWN CENTER AZ	4946 SOUTH POWER ROAD	MESA	AZ	85212
1374	PHOENIX/CROSSROADS AZ	3763 SOUTH GILBERT ROAD	GILBERT	AZ	85296
1379	ST PETERSBURG/TYRONE FL	2030 TYRONE BLVD	ST PETERSBURG	FL	33710
1387	DENVER/GOLDEN CO	14105 WEST COLFAX DRIVE	LAKEWOOD	CO	80401
1389	RALEIGH/CAPITAL BLVD NORTH NC	5900 POYNER ANCHOR LANE SUITE 101	RALEIGH	NC	27616
1390	CATONSVILLE MD	6600 BALTIMORE NATIONAL PIKE	CATONSVILLE	MD	21228
1399	REDLANDS CA	27532 W LUGONIA AVE	REDLANDS	CA	92374
1401	WALDORF MD	3237 PLAZA WAY	WALDORF	MD	20603

Store #	Store Name	Address	City	State	Zip
1402	BEND OR	2620 NE HWY 20 SUITE 200	BEND	OR	97701
1405	ATLANTA/NORTH POINT GA	6551 NORTH POINT PARKWAY	ALPHARETTA	GA	30022
1408	DETROIT/ROCHESTER HILLS MI	1336 SOUTH ROCHESTER ROAD	ROCHESTER HILLS	MI	48307
1411	HILTON HEAD/BLUFFTON SC	32 MALPHRUS ROAD SUITE 117	BLUFFTON	SC	29910
1412	APPLETON WI	4717 MICHAELS DRIVE	APPLETON	WI	54913
1413	MCKINNEY TX	2821 CRAIG DRIVE SUITE 100	MCKINNEY	TX	75070
1422	HARRISBURG/CAMP HILL PA	94 SOUTH 32ND STREET	CAMP HILL	PA	17011
1426	COLUMBIA/WOODHILL SC	6090 GARNERS FERRY ROAD SUITE D	COLUMBIA	SC	29209
1427	GAINESVILLE VA	13261 GATEWAY CENTER DRIVE	GAINESVILLE	VA	20155
1428	WILSONVILLE OR	8315 SW JACK BURNS BLVD SUITE A	WILSONVILLE	OR	97070
1433	DETROIT/CANTON MI	41872 FORD ROAD	CANTON	MI	48187
1435	AUSTIN/BEE CAVE TX	12700 SHOPS PARKWAY SUITE 400	BEE CAVE	TX	78738
1436	MEMPHIS/COLLIERVILLE TN	3605 HOUSTON LEVEE ROAD SUITE 101	COLLIERVILLE	TN	38017
1438	HOUSTON/KEMAH TX	243 MARINA BAY DR. STES A B C	KEMAH	TX	77565
1445	CEDAR RAPIDS/LINDALE MALL IA	1406 TWIXT TOWN ROAD	MARION	IA	52302
1447	EL PASO TX	1327 GEORGE DIETER DRIVE SUITE D	EL PASO	TX	79936
1448	RANCHO CUCAMONGA CA	10950 FOOTHILL BLVD. STE 100	RANCHO CUCAMONGA	CA	91730
1451	HOUSTON/BAYBROOK TX	1255 W BAY AREA BOULEVARD SUITE A	WEBSTER	TX	77598
1452	ORLANDO/HUNTERS CREEK FL	3210 NORTH JOHN YOUNG PARKWAY BUILDING B9	KISSIMMEE	FL	34741
1453	JACKSONVILLE/ST JOHNS FL	4643 RIVER CITY DRIVE SUITE 101	JACKSONVILLE	FL	32246
1454	VENICE FL	4210 TAMiami TRAIL SOUTH	VENICE	FL	34293
1465	ROCKAWAY NJ	395 MOUNT HOPE AVENUE	ROCKAWAY	NJ	7866
1466	BEAUMONT TX	4029 DOWLEN ROAD	BEAUMONT	TX	77706
1468	LOVELAND CO	1695 ROCKY MOUNTAIN AVENUE	LOVELAND	CO	80538
1470	INDIANAPOLIS/NORTH CARMEL IN	14311 CLAY TERRACE BLVD SUITE 160	CARMEL	IN	46032
1472	EAST BELLEVUE WA	15600 NE 8TH STREET SUITE F-21	BELLEVUE	WA	98008
1474	CORONA CA	3520 GRAND OAKS	CORONA	CA	92881
1476	YUBA CITY CA	1064 HARTER ROAD	YUBA CITY	CA	95993
1477	MEMPHIS/SOUTHAVEN MS	6420 TOWN CENTER LOOP	SOUTHAVEN	MS	38671
1481	YAKIMA WA	2507 MAIN STREET	UNION GAP	WA	98903
1484	ATLANTA/SANDY SPRINGS GA	6285 ROSWELL ROAD	ATLANTA	GA	30328
1485	NEWTOWN PA	2807 SOUTH EAGLE ROAD	NEWTOWN	PA	18940
1490	SAN DIEGO/OTAY CA	1830 MAIN COURT	CHULA VISTA	CA	91911
1501	LADY LAKE/THE VILLAGES FL	610 NORTH US HIGHWAY 441	LADY LAKE	FL	32159
1503	HOUSTON/HEDWIG TX	9421 KATY FREEWAY	HOUSTON	TX	77024
1507	SOMERS POINT NJ	57 BETHEL ROAD	SOMERS POINT	NJ	8244
1508	CLIFTON NJ	364 ROUTE 3 WEST	CLIFTON	NJ	7014
1510	FT MYERS/SUMMERLIN FL	17901 SUMMERLIN ROAD	FORT MYERS	FL	33908
1511	SHREVEPORT LA	7051 YOUREE DRIVE	SHREVEPORT	LA	71105
1513	KALAMAZOO/MAPLE HILL MI	5130 WEST MAIN STREET	KALAMAZOO	MI	49009
1514	SEATTLE/MILL CREEK WA	15324 MAIN STREET	MILL CREEK	WA	98012
1518	RIVERDALE NJ	56 STATE ROUTE 23 NORTH	RIVERDALE	NJ	7457
1521	HOUSTON/290 & SPRING CYPRESS TX	25837 HIGHWAY 290	CYPRESS	TX	77429
1522	DENVER/LARKRIDGE CO	16535 WASHINGTON STREET	THORNTON	CO	80023
1523	ASHEVILLE/AIRPORT NC	4 MCKENNA ROAD	ARDEN	NC	28704
1527	DURANGO CO	800 SOUTH CAMINO DEL RIO	DURANGO	CO	81301
1531	LODI CA	1379 S. LOWER SACRAMENTO RD SUITE 503	LODI	CA	95242
1533	GARLAND TX	425 TOWN CENTER BOULEVARD	GARLAND	TX	75040
1535	PALM BEACH/PGA BLVD FL	11275 LEGACY AVENUE	PALM BEACH GARDENS	FL	33410
1540	CHIC/ORLAND PARK IL	15150 SOUTH LA GRANGE RD	ORLAND PARK	IL	60462
1541	DOWNEY CA	12080 LAKEWOOD BLVD.	DOWNEY	CA	90242
1550	FT. WORTH/7TH ST. TX	433 CARROLL STREET	FORT WORTH	TX	76107
1554	CONCORD CA	1975 DIAMOND BOULEVARD SUITE F10	CONCORD	CA	94520
1555	LEWISTON ID	2628 NEZ PERCE DRIVE	LEWISTON	ID	83501
1557	MEDINA OH	4959 GRANDE SHOPS AVENUE	MEDINA	OH	44256
1559	VANCOUVER WA	16525 SOUTH EAST MILL PLAIN BOULEVARD	VANCOUVER	WA	98684
1560	LAKE FOREST CA	23620 EL TORO ROAD	LAKE FOREST	CA	92630
1561	BONITA SPRINGS FL	8052 MEDITERRANEAN DRIVE #31	ESTERO	FL	33928
1562	SOUTHLAKE TX	1275 EAST SOUTHLAKE BLVD SUITE 401	SOUTHLAKE	TX	76092
1566	ST LUCIE WEST FL	10888 SW VILLAGE PKWY	PORT ST. LUCIE	FL	34987
1568	RENO NV	6137 S VIRGINIA ST	RENO	NV	89502
1571	BURLINGTON NC	1389 BOONE STATION DRIVE	BURLINGTON	NC	27215
1573	WICHITA/NEW MARKET SQUARE KS	2441 N MAIZE ROAD SUITE 1701	WICHITA	KS	67205
1575	CONCORD NC	8080 CONCORD MILLS RD.	CONCORD	NC	28027
1576	VICTORIA TX	7903 N. NAVARRO ST.	VICTORIA	TX	77904
1577	BRIGHTON/GREEN OAK VILLAGE MI	9524 VILLAGE PLACE BLVD.	BRIGHTON	MI	48116
1580	ALLEN TX	170 E STACY RD SUITE 2314 BLDG. 2300	ALLEN	TX	75002
1583	PITTSBURGH/SOUTH HILLS PA	1775 N HIGHLAND ROAD	UPPER ST CLAIR	PA	15241
1586	SARASOTA BRADENTON/UNIVERSITY CENTER FL	8485 COOPER CREEK BLVD.	UNIVERSITY PARK	FL	34201
1587	BROWNSVILLE TX	2770 PABLO KISEL BLVD	BROWNSVILLE	TX	78526
1588	STATE COLLEGE PA	221 PATRIOT LANE	STATE COLLEGE	PA	16803

Store #	Store Name	Address	City	State	Zip
1589	SPRING HILL FL/NATURE COAST COMMONS	1321 WENDY COURT	SPRING HILL	FL	34607
1594	THE SHOPS OF BELLA TERRA TX	5460 WEST GRAND PARKWAY SOUTH	RICHMOND	TX	77406
1596	YONKERS NY	2468 CENTRAL PARK AVE	YONKERS	NY	10710
1602	OAK LEAF TOWN CENTER/ORANGE PARK FL	9625 CROSSHILL BLVD. SUITE 105	JACKSONVILLE	FL	32222
1603	NEW HILL PLACE/HOLLY SPRINGS NC	152 GRAND HILL PLACE	HOLLY SPRINGS	NC	27540
1607	HESPERIA CA	12783 MAIN STREET	HESPERIA	CA	92345
1621	ANN ARBOR/CRANBROOK VILLAGE MI	926 W. EISENHOWER PKWY	ANN ARBOR	MI	48103
1622	PIER PARK NORTH/PANAMA CITY BEACH FL	15500 PANAMA CITY BEACH PKWY #820	PANAMA CITY BEACH	FL	32413
1623	PROVIDENCE WEST/MT JULIET TN	600 S MT. JULIET ROAD SUITE #104	MT. JULIET	TN	37122
1625	EPPS BRIDGE CENTER/ATHENS GA	1791 OCONEE CONNECTOR STE 160	ATHENS	GA	30606
1627	WASH DC/FREDERICK MD	2470 OSPREY WAY	FREDERICK	MD	21701
1628	ARDEN WAY/POINT WEST PLAZA CA	1874 ARDEN WAY	SACRAMENTO	CA	95815
1630	OAK BROOK IL	2155 WEST 22ND ST	OAK BROOK	IL	60523
1631	VERNON HILLS IL	701 N MILWAUKEE AVE STE 302	VERNON HILLS	IL	60061
1633	DAVENPORT IA	4235 ELMORE AVE	DAVENPORT	IA	52807
1634	HUNTINGTON BEACH CA	18557 MAIN ST	HUNTINGTON BEACH	CA	92648
1635	ALTAMONTE SPRINGS FL	303 E. ALTAMONTE DR. STE. 1000	ALTAMONTE SPRINGS	FL	32701
1636	PORTLAND ME	368 MAINE MALL RD	SOUTH PORTLAND	ME	4106
1638	ANNAPOLIS MD	2101 SOMERVILLE RD STE 110	ANNAPOLIS	MD	21401
1644	SCHERERVILLE IN	141 US HIGHWAY 41	SCHERERVILLE	IN	46375
1646	WEST PALM BEACH FL	1855 PALM BEACH LAKES BLVD SUITE B05	WEST PALM BEACH	FL	33401
1647	BALTIMORE/HUNT VALLEY MD	118 SHAWAN RD SUITE Y	HUNT VALLEY	MD	21030
1649	WHEATON IL	110 DANADA SQ. W.	WHEATON	IL	60189
1650	OSWEGO IL	2520 US HIGHWAY 34	OSWEGO	IL	60543
1653	WILLIAMSBURG/SETTLERS MARKET	4625 CASEY BLVD #100	WILLIAMSBURG	VA	23188
1654	NASHUA NH	266 DANIEL WEBSTER HWY	NASHUA	NH	3060
1655	TAMPA/HIGHWOODS PRESERVE FL	18047 HIGHWOODS PRESERVE PKWY	TAMPA	FL	33647
1656	CHARLOTTE/RIVERGATE II NC	13540 HOOVER CREEK BLVD. # 200	CHARLOTTE	NC	28273
1658	BRISTOL/THE PINNACLE TN	446 PINNACLE PKWY	BRISTOL	TN	37620
1660	TINLEY PARK IL	7320 191ST STREET SUITE 39	TINLEY PARK	IL	60487
1663	KENNESAW/COBB GA	815 ERNEST W BARRETT PKWY NW #150	KENNESAW	GA	30144
1664	MAGNOLIA PARK/GREENVILLE SC	1025 WOODRUFF RD F105	GREENVILLE	SC	29607
1668	GRAFTON WI	984 PORT WASHINGTON ROAD	GRAFTON	WI	53024
1670	BOISE/MERIDIAN ID	2170 N EAGLE RD	MERIDIAN	ID	83642
1673	TOLEDO/AIRPORT HWY OH	1440 SPRING MEADOWS DR	HOLLAND	OH	43528
1674	HOUSTON/THE WOODLANDS TX	2025 HUGHES LANDING BLVD SUITE 100	THE WOODLANDS	TX	77380
1675	SARASOTA/SIESTA ROW FL	3800 S TAMAMI TRAIL SUITE 24	SARASOTA	FL	34239
1681	NEW BRAUNFELS TX	233 CREEKSIDE CROSSING	NEW BRAUNFELS	TX	78130
1683	DELRAY BEACH/DELRAY PLACE FL	1851 S. FEDERAL HWY UNIT 504	DELRAY BEACH	FL	33483
1684	TREXLETTOWN PA	833 N KROCKS RD SUITE 104	ALLENTOWN	PA	18106
1686	LUBBOCK TX	5015 MILWAUKEE AVE SUITE 100	LUBBOCK	TX	79407
1687	VALENCIA CA	24355 MAGIC MOUNTAIN PKWY	VALENCIA	CA	91355
1689	BEAVERTON/TIGARD	10154 SW WASHINGTON SQUARE RD	TIGARD	OR	97223
1691	MCALLEN TX	406 E EXPRESSWAY 83	MCALLEN	TX	78503
1692	BIRMINGHAM/RIVER RIDGE	4606 US HWY 280 SUITE 114	BIRMINGHAM	AL	35242
1693	BELLINGHAM MA	249 HARTFORD AVE B	BELLINGHAM	MA	2019
1694	MOUNT LAUREL NJ	1100 NIXON DR	MOUNT LAUREL	NJ	8054

Exhibit 4
Wind-Down Budget

Pier 1 Imports, Inc.
Monthly Wind-down Budget

	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
Actual / Forecast	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Through December 2020
I. Cash Flows									
Receipts									
Total Cash Receipts	19,948	66,349	191,320	101,693	108,015	30,717	406	-	518,448
Operating Disbursements									
Total Operating Disbursements	(30,610)	(68,938)	(96,616)	(46,792)	(59,424)	(25,958)	(21,979)	(2,472)	(352,789)
Operating Cash Flow	(10,662)	(2,589)	94,705	54,901	48,591	4,759	(21,574)	(2,472)	\$ 165,659
Total Debt Service / Professionals	(9,710)	(6,225)	(19,864)	(45,030)	(9,683)	(2,112)	-	-	(92,625)
Net Cash Flow	\$ (20,372)	\$ (8,814)	\$ 74,841	\$ 9,870	\$ 38,908	\$ 2,647	\$ (21,574)	\$ (2,472)	\$ 73,033
II. Liquidity									
TOTAL LIQUIDITY / ENDING CASH	\$ (1,209)	\$ (35,634)	\$ 58,350	\$ 58,257	\$ 49,910	\$ 52,556	\$ 30,483	\$ 28,011	
Memo: ABL / FILO / ABL TL Balance	\$ 131,964	\$ 130,964	\$ 41,044	\$ -	\$ -	\$ -	\$ -	\$ -	

Exhibit 5
Authorized Approver List

Authorized Approvers of Wind-Down Budget Payments		
Name	Affiliation	E-mail Address
Holly Etlin	Consultant	hetlin@alixpartners.com
Brad Hunter	Consultant	bhunter@alixpartners.com
Job Chan	Consultant	jchan@alixpartners.com