

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

PARTY CITY HOLDCO INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-90621 (ARP)
)
) (Jointly Administered)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION
FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO ASSUME THE
CONSULTING AGREEMENT, (II) APPROVING PROCEDURES
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 10:00 a.m. (prevailing Central Time) on December 23, 2024.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on December 23, 2024, at 10:00 a.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Perez's conference room number is 282694. Video communication will be by use of the GoTo platform. Connect via the free GoTo application or click the link on Judge Perez's homepage. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Perez's homepage. Select the case name, complete the required fields, and click "Submit" to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Party City Holdco Inc. (9758); Amscan Inc. (1359); Am-Source, LLC (8427); Party City Corporation (3692); Party City Holdings Inc. (3029); PC Intermediate Holdings, Inc. (1229); and Trisar, Inc. (0659). The location of the Debtors' service address for purposes of these chapter 11 cases is: 100 Tice Boulevard, Woodcliff Lake, New Jersey 07677.

Relief Requested

1. The Debtors seek entry of interim and final orders (respectively, the “Interim Order” and the “Final Order” and together, the “Orders”) (a) authorizing the Debtors to assume that certain Consulting Agreement, which is attached hereto as Exhibit A (the “Consulting Agreement”), by and among Party City Holdings Inc., Party City Corporation, and Amscan Inc., along with their related affiliates and subsidiary entities (collectively, the “Merchant”), and Gordon Brothers Retail Partners, LLC and Gordon Brothers Commercial & Industrial, LLC (collectively, the “Consultant”), (b) authorizing and approving the store closings and related matters in accordance with the terms of the Consulting Agreement and the store closing sale procedures attached as Exhibit 1 to the Orders (the “Store Closing Procedures”), with such sales to be free and clear of all liens, claims, and encumbrances, (c) authorizing customary bonuses to non-insider supervisors and employees at the Debtors’ Closing Stores and distribution center who remain employed for the duration of the store-closing process (the “Store Closing Bonuses”), (d) approving modifications to certain customer programs, and (e) granting related relief.

2. In support of this motion, the Debtors submit the *Declaration of Deborah Rieger-Paganis in Support of Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement, (II) Approving Procedures for Store Closing Sales, and (III) Granting Related Relief* (the “Rieger-Paganis Declaration”), attached as Exhibit B to this motion.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012 (the “Amended Standing Order”). This matter is a core proceeding

within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

4. Venue is proper pursuant to 28 U.S.C. § 1408.

5. The statutory bases for the relief requested herein are sections 105, 363, 365, and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), Bankruptcy Rules 6003 and 6004, and rule 1075-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

6. On December 21, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On December 21, 2024, the Court entered an order authorizing joint the administration and procedural consolidation of these chapter 11 cases. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

7. A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Deborah Rieger-Paganis, Chief Restructuring Officer of Party City Holdco Inc., in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”),² filed contemporaneously herewith and incorporated herein by reference.

² Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration.

The Store Closing Sales

I. Overview

8. The Debtors operate approximately 692 leased retail locations throughout the United States. As set forth in the First Day Declaration, the Debtors commenced these cases to effectuate an orderly and value-maximizing wind up of their business. The Store Closing Sales (as defined below) are a critical component of those efforts given the majority of the Debtors' readily saleable assets consist of inventory and merchandise located at its stores and distribution facilities. It is essential that the Debtors commence the Store Closing Sales as soon as possible to take advantage of the upcoming holiday sale season and to maximize the value of these assets for the benefit of all stakeholders.

9. Entry of the Interim Order will ensure the Debtors can continue the store closing sales (the "Store Closing Sales") at all of their store locations, each of which are listed on Exhibit 2 to the Orders (the "Closing Stores"), in an organized and efficient manner without any potentially value destructive interruptions during this critical sales window.³ The Debtors project that the Store Closing Sales will take approximately 10 to 12 weeks to complete. The Debtors, the Consultant, and the Debtors' other advisors are separately evaluating the Debtors' lease portfolio to determine whether each such lease should be (a) rejected as burdensome to the Debtors' estates or (b) assumed and assigned to third parties (including those that may be amended following consensual negotiations with applicable counterparties) with respect to the Debtors' leases that can be monetized in one or more value-maximizing transactions. The ultimate treatment of the leases for the premises of the Closing Stores under section 365 of the Bankruptcy Code will be in

³ The Debtors reserve the right to modify, supplement, or otherwise revise Exhibit 2 annexed to the Orders at any time before the final hearing on this motion.

accordance with the terms of the Rejection and Assumption Procedures Motion⁴ and/or the Bidding Procedures Motion.⁵

10. To help facilitate the Store Closing Sales process, the Debtors also seek to assume and continue performing under the Consulting Agreement. The Consulting Agreement allows the Consultant to perform the work contemplated thereunder and described in this motion in connection with the Closing Stores. The Debtors have concluded in their business judgment that the Consultant's services are necessary (a) for a seamless and efficient store closing process, as contemplated by this motion and (b) to maximize the value of the saleable inventory located in the Closing Stores and the Debtors' distribution facility (the "Merchandise") and the associated furniture, furnishings, fixtures, equipment, and improvements to real property that are located in the Closing Stores and the Debtors' distribution facility (the "FF&E" and, together with the Merchandise, the "Store Closing Assets"). Moreover, since the Consultant has performed similar store closing-related services for the Debtors since 2017, including in the Prior Cases, the Consultant has developed an intimate familiarity with the Debtors' stores, assets, and operations, such that the Consultant is qualified and capable of performing the required tasks in a value-maximizing manner.

11. The Debtors also seek approval of the Store Closing Procedures and other relief that will (a) permit the Debtors to continue the Store Closing Sales in during the holiday sale

⁴ The "Rejection and Assumption Procedures Motion" means the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving Procedures to Reject, Assume, or Assume and Assign Executory Contracts and Unexpired Leases, and (II) Granting Related Relief*, filed contemporaneously herewith.

⁵ The "Bidding Procedures Motion" means the *Debtors' Emergency Motion for Entry of an Order (I) Approving (A) Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Procedures for the De Minimis Sale of Certain of the Debtors' Assets and (C) Assumption and Assignment Procedures, (II) Approving (A) the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief*, filed contemporaneously herewith.

season and (b) establish fair and uniform procedures to assist the Debtors in administering the Store Closing Sales efficiently, each of which is integral to maximizing the proceeds of the Store Closing Sales and, thus, the Debtors' estates.

II. The Consulting Agreement

12. Pursuant to the Consulting Agreement, the Consultant will serve as an independent consultant to the Debtors in connection with the Store Closing Sales. Assuming the Consulting Agreement will allow the Debtors to utilize the logistical capabilities, experience, and resources of the Consultant in performing large-scale store closures in a format that allows the Debtors to retain control over the process. A summary of the material terms of the Consulting Agreement is set forth below.⁶ A copy of the Consulting Agreement is also attached hereto as Exhibit A.

TERM	CONSULTING AGREEMENT
Services Provided by Consultant	<p>During the Sale Term, Consultant shall, in collaboration with Merchant:</p> <ul style="list-style-type: none"> • Recommend appropriate strategies to effectively sell or otherwise monetize all of the Merchant's goods currently located in or to be delivered to Merchant's Stores or Merchant's Distribution Facilities; • Recommend appropriate point-of-purchase, point-of-sale or other internal and external advertising in connection with the sale of goods from the Stores and Distribution Facilities; • Provide qualified supervision to oversee the conduct of the Store Closing Sales; • Maintain focused and constant communication with Merchant's store-level employees and managers to keep them abreast of strategy and timing and to properly effect Store-level communication by Merchant's employees to customers and others about the Store Closing Sales; • Establish and monitor accounting functions for the Store Closing Sales and provide regular sales reporting, expense monitoring, and forecasting to the extent not otherwise readily obtainable from Merchant's systems; • Recommend loss prevention strategies at the Stores and Distribution Facilities; • Coordinate with Merchant so that the operation of the Stores is being properly maintained including ongoing customer service and housekeeping activities;

⁶ The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Consulting Agreement, the Consulting Agreement shall govern in all respects. Capitalized terms used but not defined in the summary have the meaning ascribed to them in the Consulting Agreement.

TERM	CONSULTING AGREEMENT
	<ul style="list-style-type: none"> • Recommend appropriate staffing levels for the Stores and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store-level employees; • Advise Merchant with respect to the legal requirements of effecting the sale of goods from the Stores as a “store closing,” “going out of business,” “everything must go,” “sale on everything” or other mutually agreed upon theme in compliance with applicable state and local “going out of business” laws and perform related services in connection with such obligation; • Develop an advertising and marketing plan, prepare all marketing materials, and, as applicable, assist Merchant in the negotiation and execution of transactions, in each case, for the sale or other disposition of certain merchandise via retail and wholesale channels; • Accept or reject offers to purchase the merchandise by wholesale buyers in consultation with Merchant and negotiate the terms and conditions of any sales thereof; • Provide written or verbal status reports or updates regarding the Sale; • Provide status reports or updates on the Merchant’s behalf to the Merchant’s key advisors, lawyers, lenders and other interested parties; • Develop a distribution allocation plan and actively advise the Merchant on the allocation of merchandise from the Distribution Facilities to the Stores; and • Perform such other related services deemed by Consultant to be, or reasonably requested by Merchant as, necessary or prudent to facilitate the Store Closing Sales.
Sale Term; Vacating Stores	The Sale Term shall commence no later than December 20, 2024 and conclude no later than March 31, 2025 (subject to amendment by mutual agreement of the parties).
Expenses of Consultant	<p>Merchant shall be responsible for all expenses incident to the conduct of the Sale and the operation of the Stores and Distribution Facilities during the Sale Term, including without limitation all Consultant Controlled Expenses (defined below), all Store-level and corporate expenses associated with the Sale and costs associated with software and other operational systems and payroll for personnel needed to administer the Sale; <i>provided</i> that Consultant (and not Merchant) shall be responsible for any of the specifically enumerated “Consultant Controlled Expenses” that exceed the aggregate budgeted amount (as provided in Section 3(B) below) for such Consultant Controlled Expenses without Merchant’s written consent.</p> <p>Attached to the Consulting Agreement is an expense budget for the Store Closing Sales. Subject to the budget, Consultant will advance funds for the Consultant Controlled Expenses and Merchant shall reimburse Consultant therefor in connection with each weekly reconciliation contemplated by the Consulting Agreement upon presentation of reasonable documentation for such actually-incurred expenses. In addition to, and not as part of, reimbursement for any Consultant Controlled Expenses, Merchant shall also reimburse Consultant for its reasonable and documented legal fees and expenses incurred in connection with the Consulting Agreement and the Store Closing Sales.</p> <p>The parties may from time to time mutually agree in writing to amend the budget of Consultant Controlled Expenses.</p>
Compensation for Consultant	<i>Retail Base Fee.</i> In consideration of its services under the Consulting Agreement, Merchant shall pay Consultant a “Retail Base Fee” equal to 2.25% of Gross Proceeds (defined as the sum of the gross proceeds of all sales of Merchandise (including as a result

TERM	CONSULTING AGREEMENT								
	<p>of the redemption of any gift card, gift certificate, or merchandise credit) during the Sale Term after the application of all discounts, and net only of sales taxes).</p> <p><i>Retail Incentive Fee.</i> If certain gross recovery percentages are achieved, Merchant shall Pay Consultant an additional fee based upon the applicable gross recovery percentage set forth below (calculated back to the first dollar):</p> <table data-bbox="602 472 1294 672"> <tr> <th>Gross Recovery Percentage</th><th>Incentive Fee</th></tr> <tr> <td>Between 100.01% and 102.50%</td><td>.25% of Gross Proceeds</td></tr> <tr> <td>Between 102.51% and 104.5%</td><td>.50% of Gross Proceeds</td></tr> <tr> <td>Above 104.50%</td><td>.75% of Gross Proceeds</td></tr> </table> <p><i>Wholesale Fee.</i> With respect to Merchandise sold to wholesale customers, Merchant shall receive a fee equal to 5.5% of the gross proceeds of such Merchandise that are actually collected by Merchant. The Retail Base Fee, Retail Incentive Fee, and Wholesale Fee collectively comprise the “<u>Merchandise Fee</u>”).</p> <p><i>FF&E Fee.</i> With respect to all Offered FF&E, Consultant shall have the right to sell such Offered FF&E during the Sale Term in exchange for a fee equal to 15% of the gross sale proceeds of Offered FF&E, net only of sales tax.</p> <p><i>Weekly Payments.</i> On a weekly basis in connection with the weekly reconciliations contemplated by Section 5(C) below, Consultant shall invoice (i) an amount equal to the Retail Base Fee and Wholesale Fee payable on account of the prior week’s sales as an advance towards the total Merchandise Fee; (ii) any FF&E Fee earned during the prior week; and (iii) all gross proceeds from Additional Consultant Goods <i>less</i> the Additional Consultant Goods Fee. The parties shall determine the definitive Merchandise Fee, FF&E Fee and Additional Consultant Goods Fee in connection with the Final Reconciliation. Merchant shall pay the undisputed portion of each invoice delivered by Consultant as soon as reasonably practicable, but no more than five business days, following Merchant’s receipt of such invoice.</p>	Gross Recovery Percentage	Incentive Fee	Between 100.01% and 102.50%	.25% of Gross Proceeds	Between 102.51% and 104.5%	.50% of Gross Proceeds	Above 104.50%	.75% of Gross Proceeds
Gross Recovery Percentage	Incentive Fee								
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Above 104.50%	.75% of Gross Proceeds								
Merchant and Consultant’s Insurance Obligations	<p>During the Sale Term, (a) Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant’s ordinary course operations, and (b) each of Merchant and Consultant shall maintain (at each party’s respective expense) comprehensive auto liability for owned and non-owned autos and general liability insurance covering injuries to persons and property in or in connection with the Stores or as a result of the Store Closing Sales, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury, and/or property damage. Each party shall be added as an additional insured on all such insurance of the other party, all such insurance shall provide that it shall be non-cancelable and non-changeable except after 30 days’ prior written notice to the other party.</p>								

TERM	CONSULTING AGREEMENT
Indemnification by Consultant	Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors, harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to Consultant's material breach or failure to comply with any of its agreements; any harassment or any other unlawful treatment of any employees or agents of Merchant by Consultant; any claims by any party engaged by Consultant as an employee or independent contractor; the gross negligence, willful misconduct, or unlawful acts of Consultant; or sales of Additional Consultant Goods.
Indemnification by Merchant	Merchant shall indemnify and hold Consultant, its affiliates, and their respective officers, directors, employees, consultants, and independent contractors harmless from and against all claims, demands, penalties, losses, liability, or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from, or related to Merchant's material breach or failure to comply with any of its agreements; any third party claims relating to any Merchandise or FF&E; any claims by any party engaged by Merchant as an employee or independent contractor; any claims relating to any Merchandise or Store; or the gross negligence, willful misconduct, or unlawful acts of Merchant; or the handling of any hazardous material or substance at the stores or distribution facilities.

III. The Store Closing Procedures

13. The Debtors seek approval of streamlined procedures (i.e., the Store Closing Procedures) to sell or transfer the Store Closing Assets, in each case free and clear of liens, claims, and encumbrances. The Debtors also seek approval of the Store Closing Procedures to provide newspapers and other advertising media in which the Store Closing Sales may be advertised with comfort that the Debtors are conducting the Store Closing Sales in compliance with applicable law and with the Court's approval. The Debtors seek emergency approval of the Sale Closing Procedures given the need to start the Store Closing Sales as soon as possible to maximize the recovery value of the Debtors' inventory at the closed stores, minimize occupancy costs, and execute all Store Closing Sales in a timely and efficient manner.

14. The Store Closing Procedures are consistent in all material respects with the store closing procedures approved by this Court in the Prior Cases as well as those reviewed and approved by other courts when authorizing the conduct of similar store closing sales. *See, e.g., In*

re New rue21 Holdco, Inc., No. 24-10939 (BLS) (Bankr. D. Del. May 23, 2024); *In re Number Holdings, Inc.*, No. 24-10719 (JKS) (Bankr. D. Del. May 9, 2024); *In re Bed Bath and Beyond*, No. 23-13359 (VFP) (Bankr. N.J. April 23, 2023); *In re Neiman Marcus Group LTD LLC*, No. 20-32519 (DRJ) (Bankr. S.D. Tex. July 3, 2020); *In re J.C. Penney Company, Inc.*, No. 20-20182 (DRJ) (Bankr. S.D. Tex. June 11, 2020).

15. The Debtors have therefore determined, in the exercise of their business judgment and in consultation with their advisors, that the Store Closing Procedures provide the best, most efficient, and most organized means of selling the Store Closing Assets to maximize their value to the estates.

A. Liquidation Sale Laws and Dispute Resolution Procedures

16. Certain states in which the Debtors operate stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including (but not limited to) state and local laws, statutes, rules, regulations, and ordinances (the “Liquidation Sale Laws”). The Liquidation Sale Laws may establish licensing, permitting, or bonding requirements, waiting periods, time limits, and bulk sale restrictions and augmentation limitations that would otherwise apply to the Store Closing Sales. Such requirements may hamper the Debtors’ ability to maximize value in selling their inventory. Subject to the Court’s approval, the Debtors intend to conduct the Store Closing Sales in accordance with the Store Closing Procedures and, to the extent such procedures conflict with the Liquidation Sale Laws, the Orders, or the Store Closing Procedures, as the context requires, shall control. For the avoidance of doubt, the Debtors are not seeking relief from, and shall continue to be required to comply, as applicable, with public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic, and consumer protection laws.

17. To facilitate the orderly resolution of any disputes between the Debtors and any Governmental Units (as defined in section 101(27) of the Bankruptcy Code) arising due to the Store Closing Procedures and the alleged applicability of any Liquidation Sale Laws, the Debtors respectfully request that the Court authorize the Debtors to implement the dispute resolution procedures set forth in the Orders (the “Dispute Resolution Procedures”).

B. Fast Pay Laws

18. Many states in which the Debtors operate have laws and regulations that require the Debtors to pay an employee substantially contemporaneously with their termination (the “Fast Pay Laws” and, together with the Liquidation Sale Laws, the “Applicable State Laws”). These laws often require payment to occur immediately or within a period of only a few days from the date such employee is terminated.

19. The nature of the Store Closing Sales contemplated by this motion may result in the termination of employees related to the Closing Stores at or near the end of the Store Closing Sales. While the Debtors intend to pay their terminated employees as expeditiously as possible and under normal payment procedures, the Debtors’ payroll systems may be unable to process the payroll information associated with these terminations in a manner that will be compliant with the Fast Pay Laws. Under ordinary circumstances, the Debtors’ payroll department is able to coordinate delivery of final checks to coincide with an employee’s final day of work where required by state law. This process requires the Debtors’ payroll department to calculate individual termination payments, prepare each termination payment check, obtain authorization for each such check, and then prepare each such check for mailing. Given the number of employees who may be terminated at the same instance in connection with the Store Closing Sales, this process could take several days, making compliance with the Fast Pay Laws burdensome to the Debtors’ estates, if not impossible. Thus, the Debtors respectfully request that the Court authorize the Store Closing

Sales contemplated by this motion without the necessity to comply with the deadlines imposed by the Applicable State Laws.

C. Contract and Lease Restrictions

20. The Debtors also request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from maximizing value for creditors through the Store Closing Sales. In certain cases, the contemplated Store Closing Sales and store closures may be inconsistent with certain provisions of leases, subleases, contracts, or other documents with respect to the premises in which the Debtors operate, including (without limitation) reciprocal easement agreements, agreements containing covenants, conditions, and restrictions (including, without limitation, “go dark” provisions, going out of business and/or liquidation sales, and landlord recapture rights), or other similar documents or provisions. These restrictions would also hamper the Debtors’ ability to maximize value in selling their inventory.

21. The Debtors further request that no entity (including, without limitation, landlords, licensors, property owners, property managers, shopping center managers, service providers, utility, personnel, or creditors, and all persons acting for or on their behalf) be permitted to interfere with or otherwise impede the conduct of the Store Closing Sales, or institute any action against the Debtors in any court (other than in this Court) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise impedes the conduct of the Store Closing Sales, store closures, or the advertising and promotion (including through the posting of signs) of the Store Closing Sales.

22. The Debtors anticipate potential concerns from landlords and will be keen to resolve such concerns as expeditiously as possible. In similar cases, debtors have proposed store closing procedures with materially similar lease restrictions. Consistent with store closing procedures in other cases, the Debtors respectfully request the authority to enter into “side letters”

with the applicable landlord to resolve any landlord concerns that may arise (the “Side Letters”). Side letters may be used to set out agreed-upon terms that may differ from the Store Closing Procedures. To the extent that the terms of a Side Letter conflict with the Store Closing Procedures, the Side Letter will govern. The authority to enter into Side Letters will provide the Debtors with flexibility to address landlord concerns as they arise, leading to more efficient sales with increased landlord support during this crucial period.

D. Abandonment

23. The Debtors respectfully request that the Court authorize the abandonment of certain owned Store Closing Assets remaining following the Debtors’ Store Closing Sales and wind down. The Debtors intend to sell any marketable owned Store Closing Assets present in the Closing Stores or otherwise under their control; however, the Debtors may determine that the cost associated with holding or selling certain property exceeds the proceeds that will be realized from its sale, or such property may not be saleable at all. In such cases, retaining the property would be burdensome to the estate and the property would be of inconsequential value.

24. For the avoidance of doubt, the Debtors will not sell any 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 name, social security number, date of birth, government-issued identification number, account number, and credit or debit card number) as part of the Store Closing Sales, and all personal identifying information, if any, will be removed from any Store Closing Assets prior to the abandonment of the same. Accordingly, the Debtors respectfully submit that abandonment of such property is in the best interests of their estates and request that the Court authorize them to abandon such property where they determine in their business judgment that abandonment is the appropriate course of action.

E. Store Closing Bonus Plan

25. Through this motion, the Debtors are requesting the authority to pay Store Closing Bonuses to non-insider employees and/or supervisors of the Debtors' Closing Stores and distribution center (the "Store Closing Bonus Plan") who remain in the employ of the Debtors during the Store Closing Sales. The Debtors believe that the Store Closing Bonus Plan will motivate employees during the Store Closing Sales and will enable the Debtors to retain those employees necessary to successfully complete the Store Closing Sales.

26. The Debtors propose to make payments under the Store Closing Bonus Plan exclusively to non-insiders and on the condition of employment through the date on which the respective employee's store or distribution center closes. With respect to the Closing Stores: key-holding associates are eligible to receive a bonus equal to two weeks' pay; store managers are eligible to receive a bonus equal to two and one-half weeks' pay; and supervisory employees are eligible to receive a bonus equal to four weeks' pay. With respect to the distribution center: managers are eligible to receive \$3,500; supervisors are eligible to receive \$2,750; full-time employees are eligible to receive \$800; and part-time employees are eligible to receive \$300. In addition, a \$35,000 pool will be reserved for bonuses to distribution center employees based on performance. In each case, the bonuses are payable in a lump sum on the employee's last paycheck following the completion of the Store Closing. The aggregate amount of Store Closing Bonuses on account of all Closing Stores is estimated to be approximately \$6.2 million, assuming one hundred percent of the eligible employees remain employed through the duration of the Store Closing Sales at every Closing Store.

27. Providing such non-insider bonus benefits is critical to ensuring that key employees that will be affected by the reduction in the Debtors' work force due to the store and distribution center closings will continue to provide critical services to the Debtors during the ongoing

wind-down process. For the avoidance of doubt, the Debtors do not propose to make any payment on account of Store Closing Bonuses to any insiders.

28. In order to ensure a successful closing process at the Closing Stores and distribution center and maximize revenues for the benefit of the Debtors' estates, the Store Closing Bonuses incentivize store management to provide uninterrupted leadership during this challenging period and tie payment to maintaining employment with the Debtors through the conclusion of the Store Closing Sales. Accordingly, the Debtors respectfully submit that the Store Closing Bonus Plan is in the best interests of their estates and request that the Court authorize payments under the Store Closing Bonus Plan.

F. Customer Programs

29. The Store Closing Sales require that the Debtors make certain modifications to their customer programs to reflect their intent to wind down their business. Accordingly, the Debtors intend to implement the following changes in all Closing Stores, which will be clearly posted for customers at cash registers and online for the duration of the Store Closing Sales.

- a. *Customer Service Gift Cards.* Prior to the Petition Date, the Debtors, from time to time, would issue gift cards to customers in order to address customer service concerns. For the first 14 days after the Petition Date, the Debtors will continue to accept validly issued gift cards issued prior to the Petition Date in the ordinary course of business. After the expiration of such 14-day period, all such validly issued gift cards will no longer be accepted by the Debtors and shall be deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards are not redeemable for cash at any time.
- b. *Modification to Return Policy.* The Closing Stores have instituted an amended return policy. Starting December 23, 2024, items sold in the Closing Stores from and after such date will be on a "final" basis and returns will no longer be accepted for such purchases of Closing Store inventory. Returns will still be honored for items purchased within the 30 days prior to December 23, 2024, in exchange for store credit; *provided* the customer has a valid receipt and such store credit is not used to repurchase the same, or substantially similar, item as was returned.

- c. *Latent Defects.* The Debtors shall comply with all state and federal laws relating to implied warranties for latent defects, which laws are not superseded by the terms of the Closing Stores' policy that all sales are final or the use of terms "as is" or "final sales."

Basis for Relief Requested

I. Assumption of the Consulting Agreement Should Be Approved as a Sound Exercise of the Debtors' Business Judgment

30. Section 365(a) of the Bankruptcy Code authorizes a debtor in possession to assume or reject its executory contracts and unexpired leases, subject to the approval of the bankruptcy court. 11 U.S.C. § 365(a). The decision to assume or reject an executory contract is a matter within the "business judgment" of the debtor in possession. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *In re Pisces Energy*, 2009 WL 7227880, at *6 (Bankr. S.D. Tex. Dec. 21, 2009) ("Courts apply the 'business judgment test,' which requires a showing that the proposed course of action will be advantageous to the estate and the decision be based on sound business judgment."). Under the business judgment rule, debtors are given significant discretion when requesting authority to assume or reject an executory contract. *See In re Idearc Inc.*, 423 B.R. 138, 162 (Bankr. N.D. Tex. 2009), *aff'd*, 662 F.3d 315 (5th Cir. 2011) ("In the absence of a showing of bad faith or an abuse of business discretion, the debtor's business judgment will not be altered."); *In re Continental Airlines Corp.*, 57 B.R. 845, 851 (Bankr. S.D. Tex. 1985) (same).

31. Upon a finding that a debtor exercised its sound business judgment in determining that assumption of an executory contract is in the best interests of its estate, a court should approve the assumption or rejection under section 365(a) of the Bankruptcy Code. *See Richmond Leasing Co.*, 762 F.2d at 1309; *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of

course”). Accordingly, so long as a debtor’s decision is reasonable and in the best interests of the bankruptcy estate, courts generally defer to the business judgment of the debtor’s management.

32. Assumption of the Consulting Agreement is beneficial to the Debtors’ estates, and, therefore, is a reasonable exercise of the Debtors’ business judgment. In consultation with their advisors, the Debtors have determined that the Store Closing Assets should be efficiently monetized for the benefit of the Debtors’ estates and their creditors and that the store-closing process contemplated by the Consulting Agreement will maximize the value of such Store Closing Assets. Further, after arm’s-length negotiations, the Consulting Agreement contains the most favorable terms available under the circumstances.

33. The Consultant has extensive expertise in conducting store closing sales and can oversee and assist in the management and implementation of the Store Closing Sales in an efficient and cost-effective manner. Assuming the Consulting Agreement will enable the Debtors to continue to utilize the skills and resources of the Consultant to effectively and efficiently conduct the Store Closing Sales for the benefit of stakeholders. Given the number of stores and the particular issues in administering the Store Closing Sales, it is unlikely the Debtors could conduct the process as efficiently and effectively on their own as they could with the benefit of the Consultant’s services. If the Debtors are unable to assume and continue performing under the Consulting Agreement, the Store Closing Sales would be deprived of the benefit of the Consultant’s oversight—including its deep familiarity with the Debtors’ stores and operations—and might be delayed or suspended entirely, leading to potential degradation of value of the Store Closing Assets and increased administrative expenses.

II. Conducting the Store Closing Sales Pursuant to the Store Closing Procedures Is Authorized Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code

34. The Court may authorize the Debtors to consummate the Store Closing Sales pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. Under section 363(b), a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). The Fifth Circuit has held that debtors must articulate a “business justification” for using, selling, or leasing property outside of the ordinary course of business. *See, e.g., In re ASARCO, L.L.C.*, 650 F.3d 593, 601 (5th Cir. 2011) (outside of the ordinary course of business, “for the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors, and equity holders, there must be some articulated business justification for using, selling, or leasing the property”) (internal quotation marks omitted)). The “business judgment standard is flexible and encourages discretion.” *Id.*

35. Section 105 of the Bankruptcy Code provides further support for entry of an order authorizing the Debtors to conduct the Store Closing Sales. Section 105 empowers the Court “to issue any order, process, or judgment that is necessary and appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Section 105(a) operates “to facilitate the implementation of other Bankruptcy Code provisions,” and in so doing it provides a “bankruptcy court with broad authority to exercise its equitable powers.” *Ameriquist Mortgage Co. v. Nosek (In re Nosek)*, 544 F.3d 34, 43 (1st Cir. 2008) (internal citations omitted). These equitable powers are granted to effectuate the policies and goals of chapter 11 reorganization, which are to rehabilitate the debtor, *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176-77 (Bankr. S.D.N.Y. 1989), and to “create a flexible mechanism that will permit the greatest likelihood of survival of the debtor and payment of creditors in full or at least proportionately.” *Mich. Bureau of Workers’ Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 287 (S.D.N.Y. 1987).

36. A major premise of chapter 11 is the continued and uninterrupted operation of the debtor in possession to the greatest extent possible and the maximization of the value of the estate. For this reason, store closing sales are a routine occurrence in chapter 11 cases involving retail debtors. *See In re Ames Dept. Stores*, 136 B.R. 357, 359 (S.D.N.Y. 1992) (noting that liquidation sales are an important part of “overriding federal policy requiring [a] Debtor to maximize estate assets”); *see also Indep. Pet Partners Holding, LLC*, No. 23-10153 (LSS) (D. Del. Feb. 27, 2023); *In re Bed Bath and Beyond*, No. 23-13359 (VFP) (Bankr. N.J. April 23, 2023); *In re Neiman Marcus Group LTD LLC*, No. 20-32519 (DRJ) (Bankr. S.D. Tex. July 3, 2020); *In re J.C. Penney Company, Inc.*, No 20-20182 (DRJ) (Bankr. S.D. Tex. June 11, 2020). Thus, approval of the Store Closing Sales and the Store Closing Procedures is consistent with the Court’s power to carry out the provisions of the Bankruptcy Code. *Id.*; *see also In re Southmark Corp.*, 113 B.R. 280, 281 (Bankr. N.D. Tex. 1990) (“[T]he court may use [section] 105(a) to fashion orders that are necessary or appropriate to further a substantive provision of the Code.”); *In re New Rue21 Holdco, Inc.*, No 24-10939 (BLS) (Bankr. D. Del. May 23, 2024) (authorizing the debtors, pursuant to sections 105(a) and 363(b), to conduct store closings in accordance with court-approved procedures).

37. Ample business justification exists to approve the Store Closing Sales and the Store Closing Procedures. The Debtors, with the assistance of their advisors, have determined that the Store Closing Sales represent the best method to maximize recoveries to the Debtors’ estates, while balancing the potentially competing concerns of landlords and other parties in interest. There are meaningful amounts of Merchandise and FF&E, in the aggregate, that will be monetized most efficiently and quickly through an orderly, uniform process conducted in consultation with an experienced store closing sale firm.

38. Further, approval of the Store Closing Sales and the Store Closing Procedures would avoid immediate and irreparable harm to the Debtors' estates. Any delay in commencing the Store Closing Sales would diminish the recovery tied to monetization of the Store Closing Assets for several important reasons. *First*, the Debtors will realize an immediate benefit in terms of financial return upon the sale of the Store Closing Assets and the termination of operations at the Closing Stores. *Second*, the Christmas and New Year's Eve sale windows are critical to the Debtors as they represent peak seasonal demand and provide the opportunity to clear holiday inventory. *Third*, uninterrupted and orderly Store Closing Sales will allow the Debtors to timely reject leases associated with the Closing Stores and, therefore, avoid the accrual of unnecessary administrative expenses for rent and related costs. *Fourth*, timely conduct and completion of the Store Closing Sales will facilitate the Debtors' compliance with the milestones under the proposed order authorizing the Debtors' use of cash collateral. *Last*, any delay of the Store Closing Sales may cause the Debtors to incur substantial additional postpetition rent and other occupancy costs with no net benefit to their estates.

III. The Sale of Store Closing Assets Free and Clear of all Liens, Encumbrances, and Other Interests Is Authorized under Section 363(f) of the Bankruptcy Code

39. The Debtors request approval to sell the Store Closing Assets on a final "as is" basis, free and clear of any and all liens, claims, and encumbrances in accordance with section 363(f) of the Bankruptcy Code. A debtor in possession may sell property under sections 363(b) and 363(f) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (a) applicable non-bankruptcy law permits the sale of such property free and clear of such interest; (b) such entity consents; (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (d) such interest is in *bona fide* dispute; or (e) such entity could

be compelled, in a legal or equitable proceeding, to a money satisfaction of such interest. *See* 11 U.S.C. § 363(f); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that since section 363(f) of the Bankruptcy Code is written in the disjunctive, the court may approve a sale free and clear if any one subsection is met).

40. With respect to any other party asserting a lien, claim, or encumbrance against the Store Closing Assets, the Debtors anticipate that they will be able to satisfy one or more of the conditions set forth in section 363(f). The Debtors anticipate that, to the extent there are liens on the Store Closing Assets, all holders of such liens will consent to the sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. Any and all liens on the Store Closing Assets sold under the Store Closing Sales would attach to the remaining net proceeds of such sales with the same force, effect, and priority as such liens currently have on these assets, subject to the rights and defenses, if any, of the Debtors and of any party in interest with respect thereto.

41. Moreover, any identified lienholders will receive notice and will be given sufficient opportunity to object to the relief requested herein. Any such entity that does not object to the sale should be deemed to have consented. *See Futuresource LLC v. Reuters Ltd.*, 312 F.3d 281, 285--86 (7th Cir. 2002) (“It is true that the Bankruptcy Code limits the conditions under which an interest can be extinguished by a bankruptcy sale, but one of those conditions is the consent of the interest holder, and lack of objection (provided of course there is notice) counts as consent. It could not be otherwise; transaction costs would be prohibitive if everyone who might have an interest in the bankrupt’s assets had to execute a formal consent before they could be sold.” (internal citations omitted)); *Matter of Tabone, Inc.*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (finding failure to object to sale free and clear of liens, claims, and encumbrances satisfies section 363(f)(2)); *In re Elliot*,

94 B.R. at 345 (same); *see also In re Enron Corp.*, No. 01-16034, 2003 WL 21755006, at *2 (Bankr. S.D.N.Y. Jul. 28, 2003) (order deeming all parties who did not object to proposed sale to have consented under section 363(f)(2)).

42. Accordingly, the Debtors submit that the sale of the Store Closing Assets in the manner described herein satisfies the statutory requirements of section 363(f) of the Bankruptcy Code and should, therefore, be free and clear of any liens, claims, encumbrances, and other interests.

IV. Sales of Store Closing Assets Should Be Entitled to the Protections of Section 363(m) of the Bankruptcy Code

43. Because the customers in respect of the Store Closing Sales act in good faith, they are entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the sales of Store Closing Assets. Section 363(m) of the Bankruptcy Code provides, in pertinent part:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) of the Bankruptcy Code protects a purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. Purchasers are provided this protection so long as they leased or purchased the assets in “good faith.” *Id.* Although the Bankruptcy Code does not define “good faith purchaser,” one circuit court has stated that a good faith purchaser is “one who purchases in ‘good faith’ and for ‘value.’” *In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) (internal citations omitted); *In re Abbotts Dairies*, 788 F.2d 143, 147

(3d Cir. 1986); *see* 3 Collier on Bankruptcy ¶ 363.11 (Richard Levin & Henry J. Sommer eds., 16th ed.). Courts generally conclude that a purchaser has acted in good faith as long as the consideration is adequate and reasonable and the terms of the transaction are fully disclosed. *In re Abbotts Dairies*, 788 F.2d at 149–50. To constitute a lack of good faith, a party’s conduct in connection with the sale usually must amount to “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Vetter Corp.*, 724 F.2d 52, 56 (7th Cir. 1983) (emphasis omitted) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978) (interpreting Bankruptcy Rule 805, the precursor to section 363(m)); *see* 3 Collier on Bankruptcy ¶ 363.11 (Richard Levin & Henry J. Sommer eds., 16th ed.).

44. Here, the customers of the Store Closing Sales are unaffiliated third parties acting for *bona fide* personal purposes. Each sale of a Store Closing Asset will be mutually beneficial to both parties and the terms thereof will be fully disclosed to each customer. A fair and transparent process ensures the sales are at arm’s length, without collusion or fraud, and entered into in good faith. Accordingly, the Debtors request that the Court determine that the customers act at all times in good faith and, as a result, are entitled to the full protections of good faith purchasers under section 363(m) of the Bankruptcy Code.

V. Waiver of Compliance with Applicable State Laws and Approval of the Dispute Resolution Procedures Are Warranted

45. The Debtors’ ability to conduct the Store Closing Sales in accordance with the Store Closing Procedures and without strict compliance with all Applicable State Laws is critical to the Store Closing Sales’ success. Although the Debtors intend to comply with state and local health and safety laws and consumer protection laws in conducting the Store Closing Sales, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits, and other procedures for store closing, liquidation, or similar sales. Additionally, compliance with

Fast Pay Laws would require the Debtors to pay terminated employees within a time frame that would be detrimental to the conduct of these chapter 11 cases, if not impossible.

46. To eliminate the time, delay, and expense associated with the administrative procedures necessary to comply with the Applicable State Laws, the Debtors propose the Store Closing Procedures as a way to streamline the administrative burdens on their estates while still adequately protecting the broad and varied interests of both landlords and applicable governmental agencies charged with enforcing any Liquidation Sale Laws that may apply to the Store Closing Sales. As such, the Debtors believe the Store Closing Procedures mitigate any concerns that their landlords or governmental agencies may raise with respect to the Store Closing Sales, and therefore, the requested relief seeking the waiver of certain state and local laws and lease provisions is appropriate.

47. There is strong support for granting the Debtors authority to not comply with the Liquidation Sale Laws. *First*, it is generally accepted that many state statutes and regulations provide that, if a liquidation or bankruptcy sale is court-authorized, a company need not comply with the Liquidation Sale Laws. *See, e.g.*, Ark. Code Ann. § 4-74-103 (exempting from the provisions of the chapter sales pursuant to any court order); Fla. Stat. Ann. 559.25(2) (same); Ga. Code Ann. § 10-1-393(b)(24)(C)(iv) (same); 815 ILCS 350/3 (same); La. Rev. Stat. Ann. § 51:43(1) (same); N.Y. Gen. Bus. Law § 584(a) (same); Or. Rev. Stat. Ann. § 646A.100(2)(b) (“‘Going out of business sale’ does not include a sale conducted by a bankruptcy trustee.”); Tex. Bus. & Com. Code Ann. § 17.91(3) (exempting from subchapter sales conducted pursuant to court order). *Second*, pursuant to section 105(a) of the Bankruptcy Code, the Court has the authority to permit the Store Closing Sales to proceed notwithstanding contrary Applicable State Laws as it is essential to the continued operation of the Debtors’ business. *Third*, this Court will be able to

supervise the Store Closing Sales because the Debtors and their assets are subject to this Court's exclusive jurisdiction. *See* 28 U.S.C. § 1334. Moreover, 28 U.S.C. § 959, which requires debtors to comply with state and other laws in performance of their duties, does not apply to the Store Closing Sales. *See, e.g., In re Borne Chem. Co.*, 54 B.R. 126, 135 (Bankr. D.N.J. 1984) (holding that 28 U.S.C. § 959(b) is only applicable when property is being managed or operated for the purpose of continuing operations). As such, creditors and the public interest are adequately protected by notice of this motion and the ongoing jurisdiction and supervision of the Court.

48. Further, bankruptcy courts have consistently recognized, with limited exception, that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See In re Shenango Grp., Inc.*, 186 B.R. 623, 628 (Bankr. W.D. Pa. 1995) (“Trustees and debtors-in-possession have unique fiduciary and legal obligations pursuant to the bankruptcy code . . . [A] state statute . . . cannot place burdens on [a debtor] where the result would contradict the priorities established by the federal bankruptcy code.”), *aff’d*, 112 F.3d 633 (3d Cir. 1997). Courts in some jurisdictions have found that preemption of state law is not appropriate if the laws deal with public health and safety. *See In re Baker & Drake, Inc.*, 35 F.3d 1348, 1353–54 (9th Cir. 1994) (holding that Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure). However, preemption is appropriate where, as is the case here, the only state laws involved concern economic regulation rather than the protection of public health and safety. *See In re Baker & Drake, Inc.*, 35 F.3d at 1353 (finding that “federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety”); *In re Quanta Res. Corp.*, 739 F.2d 912, 920 (3d Cir. 1984), *aff’d sub nom. Midlantic Nat. Bank v. N.J. Dep’t of Env’t Prot.*, 474 U.S. 494, 106 S. Ct. 755, 88 L. Ed. 2d 859 (1986) (finding federal

bankruptcy preemption applies to “state law regulating the distribution of assets” but not to “police power regulations”).

49. Under the circumstances of these cases, enforcing the strict requirements of the Liquidation Sale Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors’ ability to maximize estate assets for the benefit of creditors. Accordingly, authorizing the Store Closing Sales without the delays and burdens associated with obtaining various state and local licenses, observing state and local waiting periods or time limits, and/or satisfying any additional requirements with respect to advertising and similar items is necessary and appropriate. The requested waiver is narrowly tailored to facilitate the successful consummation of Store Closing Sales. The Debtors do not seek a general waiver of all state and local requirements, but only those that apply specifically to retail liquidation sales. With the exception of the limited waivers and accommodations requested herein, the Debtors will comply with applicable state and local public health and safety laws and applicable tax, labor, employment, environmental, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising. Finally, the Dispute Resolution Procedures provide an ordered means for resolving any disputes arising between the Debtors and/or the Consultant and any Governmental Units with respect to the applicability of any Liquidation Sale Laws, and should therefore be approved.

VI. Waiver of Compliance with Any Contractual Restrictions Is Authorized

50. Certain of the Debtors’ leases governing the premises of the Closing Stores and other of the Debtors’ contracts may contain provisions purporting to restrict or prohibit the Debtors from conducting store closing, liquidation, or similar sales. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor’s ability to properly administer its case and maximize the value of its assets under section 363 of the

Bankruptcy Code. *In re R. H. Macy and Co., Inc.*, 170 B.R. 69, 73–74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store); *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467–68 (Bankr. N.D. Ga., 1990) (finding that a debtor’s efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced); *In re Lisbon Shops, Inc.*, 24 B.R. 693, 695 (Bankr. E.D. Mo. 1982) (allowing a retail company’s liquidation sale despite a restrictive covenant to the contrary where the sale did not conflict the purpose of the covenant).

51. Thus, to the extent that such provisions or restrictions exist in any of the leases for the Closing Stores or other contracts, the Debtors request that the Court authorize the Debtors and the Consultant to conduct any sales without reference to any such restrictive provisions or interference by any landlords or other persons affected, directly or indirectly, by the Store Closing Sales.

VII. Abandonment of Certain Property in Connection with Any Store Closure Is Warranted under Section 554 of the Bankruptcy Code

52. After notice and a hearing, a debtor “may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) (stating that a trustee “may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim or administering the property”). The Debtors are seeking to sell all FF&E remaining in the Closing Stores and otherwise under their control. However, the Debtors may determine that the costs associated with holding or selling certain property or FF&E exceeds the proceeds that will be realized upon its sale, or that such property is

not sellable at all. In such event, the property is of inconsequential value and benefit to the estates and may be burdensome to retain.

53. To maximize the value of the Debtors' assets and to minimize the costs to the estates, the Debtors respectfully request authority to abandon any of their remaining FF&E or other property located at any of the Closing Stores without incurring liability to any person or entity. The Debtors further request that the landlord of each Closing Store with any abandoned FF&E or other property be authorized to dispose of such property without liability to any third parties.

54. Notwithstanding the foregoing, the Debtors and/or the Consultant will utilize all commercially reasonable efforts to remove or cause to be removed any confidential or personal identifying information (referring to information which alone or in conjunction with other information identifies an individual, including, but not limited to, an individual's name, social security number, date of birth, government-issued identification number, account number, and credit or debit card number) of any customers or employees in any of the Debtors' hardware, software, computers, or cash registers or similar equipment that are to be sold or abandoned.

VIII. The Store Closing Bonus Plan Should Be Approved as a Sound Exercise of the Debtors' Business Judgment

55. As noted above, section 363 of the Bankruptcy Code permits a debtor to use, sell, or lease property of the estate outside of the ordinary course provided the debtor demonstrates a legitimate business justification for the proposed action. Here, the Store Closing Bonus Plan is a sound exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates and their stakeholders. The continued performance of the store and distribution center employees—along with their skills, knowledge, and hard work—are critical to ensuring that the Store Closing Sales maximize value to the estates.

56. Additionally, the total cost of the Store Closing Bonus Plan is reasonable in light of the benefit received from being able to continue the Store Closing Sales, and the Store Bonus Program is comparable to employee incentive plans paid in other “store closing” and similar-themed sales. *See, e.g., In re Express, Inc.*, No. 24-10831 (KBO) (Bankr. D. Del. May 15, 2024) (authorizing debtor to implement and make payments under the store closing bonus program to sale-level employees with payments totaling \$700,000 for employees at 95 closing stores); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. June 7, 2023) (authorizing debtor to continue store closing bonus program which increased store employees hourly wages by amounts determined by employees position, with payments of all hourly increases paid in a lump sum in the employees’ last pay check following the stores closing); *In re Christopher & Banks Corp.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (approving customary store closing bonus plan).

57. Accordingly, the Debtors submit that the relief requested with respect to the Store Closing Bonus Plan is a valid exercise of the Debtors’ business judgment and the approval of the Store Closing Bonus Plan is appropriate under section 363 of the Bankruptcy Code and is in the best interests of the Debtors, their estates, and all parties in interest in these chapter 11 cases.

IX. The Proposed Modifications to the Debtors’ Customer Programs are Appropriate

58. A bankruptcy court may authorize payment of prepetition claims, such as gift card obligations, in appropriate circumstances based on sections 363(b) and 105(a) of the Bankruptcy Code. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business’s going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *see also In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (“The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to

facilitate the rehabilitation of the debtor is not a novel concept.”). In doing so, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

59. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). Indeed, courts have recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the pre-plan satisfaction of a prepetition claim.” *In re CoServ, L.L.C.*, 273 B.R. at 499.

60. Section 105(a) of the Bankruptcy Code and the “doctrine of necessity” permit the bankruptcy court to exercise its broad grant of equitable powers to authorize the payment of prepetition obligations when such payment is essential to the continued operation of the debtor’s business. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. at 497 (finding that section 105 of the Bankruptcy Code provides the authority for a debtor in possession to pay prepetition claims); *In re CEI Roofing, Inc.*, 315 B.R. 50, 56 (Bankr. N.D. Tex. 2004); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2004).

61. Accordingly, the Court may authorize the Debtors to continue and modify customer programs in the ordinary course of business, and pay prepetition claims arising thereunder, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. Continuing to administer the Debtors’ gift card program in connection with the Store Closing Sales is critical to preserving customer goodwill. The Store Closing Sales necessitate that such programs must conclude to provide finality and an efficient closing period. The 14-day grace period for accepting gift cards

affords customers ample opportunity to spend any remaining balances. The Debtors submit that the notice provided through this motion is adequate and proper under the circumstances.

X. The Court Should Find That Any Sale of the Store Closing Assets Does Not Require the Appointment of a Consumer Privacy Ombudsman

62. Section 363(b)(1) of the Bankruptcy Code provides that a debtor may not sell or release personally identifiable information about individuals unless such sale is consistent with its policies or upon appointment of a consumer privacy ombudsman pursuant to section 332 of the Bankruptcy Code. The Debtors will not be selling or releasing personally identifiable information in the course of the Store Closing Sales. Therefore, appointment of a consumer privacy ombudsman is unnecessary.

Emergency Consideration

63. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this motion. The Debtors believe that failure to obtain the requested relief would imperil the Debtors' ability to maximize value for their creditors. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this motion on an emergency basis.

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

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

Reservation of Rights

65. Nothing contained herein is intended to be or should be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the

Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease (other than the Consulting Agreement) pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

66. The Debtors will provide notice of this motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the ABL Agent and counsel thereto; (d) counsel to the Ad Hoc Noteholder Group; (e) the Second Lien Notes Trustee and counsel thereto; (f) the United States Attorney's Office for the Southern District of Texas, Houston Division; (g) the Internal Revenue Service; (h) the United

States Securities and Exchange Commission; (i) the state attorneys general for states in which the Debtors conduct business; (j) other regulatory agencies having a regulatory or statutory interest in these cases; (k) the landlords for the Closing Stores; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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

December 22, 2024

Respectfully submitted,

By: /s/ John F. Higgins

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*Proposed Co-Counsel to the Debtors
and the Debtors in Possession*

Certificate of Accuracy

I certify that the facts and circumstances described in the above pleading giving rise to the emergency request for relief are true and correct to the best of my knowledge, information, and belief. This statement is made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Deborah Rieger-Paganis

Deborah Rieger-Paganis

Certificate of Service

I certify that on December 22, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ John F. Higgins

John F. Higgins

EXHIBIT A



Gordon Brothers

Dated as of December 16, 2024

To: Party City Holdings Inc.
Party City Corporation
Amscan Inc.

100 Tice Boulevard
Woodcliff Lake, NJ 07677

From: Gordon Brothers Retail Partners, LLC;
Gordon Brothers Commercial & Industrial, LLC;
101 Huntington Avenue, 11th Floor
Boston, MA 02199

Re: Asset Disposition Consulting Agreement

Ladies and Gentlemen:

This letter shall serve as the agreement between a contractual joint venture comprised of Gordon Brothers Retail Partners, LLC and Gordon Brothers Commercial & Industrial, LLC (collectively, “Consultant”) and Party City Holdings Inc., Party City Corporation, and Amscan Inc., along with their related affiliates and subsidiary entities (collectively, “Merchant” and together with Consultant, the “Parties”) pursuant to which Consultant shall serve as the exclusive consultant to Merchant in connection with the marketing, sale and disposition (the “Sale”) of certain assets, subject to the terms and conditions set forth herein.¹

1. **RETENTION.** Merchant hereby retains Consultant as its exclusive, independent consultant to conduct the Sale and provide the following services during the Sale Term:
 - (i) Recommend appropriate strategies to effectively sell or otherwise monetize all of the Merchant’s goods currently located in or to be delivered to Merchant’s retail stores identified on **Exhibit A** attached hereto (each a “Store” and collectively, the “Stores”)

¹ This Agreement shall not amend or supersede that certain Consulting Agreement dated as of January 31, 2023 by and between Gordon Brothers Retail Partners, LLC and Party City Corporation (the “Existing Store Closing Agreement”). The Existing Store Closing Agreement shall remain in full force and effect with respect to the stores that are the subject of SOWs entered into in connection therewith.

or Merchant's distribution centers identified on **Exhibit B** attached hereto (collectively, the "Distribution Facilities");

- (ii) Recommend appropriate point-of-purchase, point-of-sale or other internal and external advertising in connection with the sale of goods from the Stores and Distribution Facilities;
- (iii) Provide qualified supervision to oversee the conduct of the Sale and, in consultation with Merchant, identify employees of Consultant who will serve as Consultant's primary representatives to manage operation of the Sale;
- (iv) In connection with the store closing process, maintain focused and constant communication with Merchant's store-level employees and managers to keep them abreast of strategy and timing and to properly effect store-level communication by Merchant's employees to customers and others about the Sale;
- (v) Establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant's goods located at the Stores and Distribution Facilities by category, and provide regular sales reporting, expense monitoring, and forecasting to the extent not otherwise readily obtainable from Merchant's systems;
- (vi) Recommend loss prevention strategies at the Stores and Distribution Facilities;
- (vii) Coordinate with Merchant so that the operation of the Stores is being properly maintained including ongoing customer service and housekeeping activities;
- (viii) Recommend appropriate staffing levels for the Stores and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store-level employees;
- (ix) Advise Merchant with respect to the legal requirements of effecting the sale of goods from the Stores as a "store closing," "going out of business," "everything must go," "sale on everything" or other mutually agreed upon theme in compliance with applicable state and local "going out of business" laws. In connection with such obligation, Consultant will (a) advise Merchant of the applicable waiting period under such laws, (b) prepare (in Merchant's name and for Merchant's signature) all permitting paperwork as may be necessary under such laws, deliver all such paperwork to Merchant, and file, on behalf of Merchant, all such paperwork where necessary, and/or (c) advise where permitting paperwork and/or waiting periods do not apply;
- (x) Develop an advertising and marketing plan, prepare all marketing materials, and, as applicable, assist Merchant in the negotiation and execution of transactions, in each case, for the sale or other disposition of certain merchandise via retail and wholesale channels;
- (xi) Accept or reject offers to purchase the merchandise by wholesale buyers in consultation with Merchant and negotiate the terms and conditions of any sales thereof;
- (xii) To the extent not covered in other reporting provided by Consultant hereunder,

upon Merchant's reasonable request, provide written or verbal status reports or updates regarding the Sale;

- (xiii) At the Merchant's direction, provide commercially reasonable status reports or updates on the Merchant's behalf to the Merchant's key advisors, lawyers, lenders and official committees appointed by the Court, provided that such efforts do not impact Consultant's ability to conduct the Sale and perform other services related thereto;
- (xiv) Develop a distribution allocation plan and actively advise the Merchant on the allocation of merchandise from the Distribution Facilities to the Stores; and
- (xv) Perform such other related services deemed by Consultant to be, or reasonably requested by Merchant as, necessary or prudent to facilitate the Sale.

2. TERM; VACATING STORES AND OTHER FACILITIES

A. The "Sale Term" shall commence no later than December 20, 2024, or such other date mutually acceptable to Merchant and Consultant (such commencement date, the "Sale Commencement Date") and shall conclude no later than March 31, 2025, provided, that the Parties may mutually agree in writing to amend the Sale Term with respect to any one or more Stores or Distribution Facilities.

B. Upon the conclusion of the Sale Term, Consultant shall leave the Stores and Distribution Facilities in broom clean condition, subject to Consultant's right pursuant to Section 6 below to abandon in a neat and orderly manner all unsold Offered FF&E and all Retained FF&E, and shall otherwise adhere to the procedures set forth in the Approval Order (as defined herein) regarding store closings.

3. EXPENSES

A. Merchant shall be responsible for all expenses incident to the conduct of the Sale and the operation of the Stores and Distribution Facilities during the Sale Term, including without limitation all Consultant Controlled Expenses (defined below), all Store-level and corporate expenses associated with the Sale and costs associated with software and other operational systems and payroll for personnel needed to administer the Sale; *provided* that Consultant (and not Merchant) shall be responsible for any of the specifically enumerated "Consultant Controlled Expenses" that exceed the aggregate budgeted amount (as provided in Section 3(B) below) for such Consultant Controlled Expenses without Merchant's written consent.

B. Consultant will advance funds for certain expenses associated with the Sale ("Consultant Controlled Expenses"). Subject to the budgets attached as Exhibits C-1 and C-2 (together, the "Budget"), Merchant shall reimburse Consultant for Consultant Controlled Expenses incurred by Consultant in connection with each weekly reconciliation contemplated by Section 5(C) upon presentation of reasonable documentation for such actually incurred expenses. The Parties may from time to time, including through email correspondence, mutually agree in writing to amend the Budget based upon circumstances of the Sale. All Consultant Controlled Expenses, to the extent not previously reimbursed, shall be reimbursed in connection with the Final Reconciliation pursuant to Section 5(C) below. In addition to, and not as part of, the

Consultant Controlled Expenses, Merchant shall reimburse Consultant for its reasonable and documented legal fees and expenses incurred in connection with a bankruptcy proceeding involving Merchant and the negotiation of any “side letters” with landlords of the Stores or Distribution Facilities.

4. **CONSULTANT COMPENSATION**

A. **Definitions.** As used herein, the following terms shall have the following meanings:

- (i) “**Cost Value**” means, with respect to each item of Merchandise, (a) for store inventory, the lowest per unit vendor cost for such Merchandise in the File or (b) for wholesale inventory, the marked-up retail cost in accordance with Merchant’s historical practice.
- (ii) “**File**” means the Excel files with the most recently updated inventory data provided by Merchant to Consultant before the date hereof.
- (iii) “**Gross Proceeds**” means the gross proceeds received from the sale or disposition of the Merchandise during the Sale Term (including as a result of the redemption of any gift card, gift certificate or merchandise credit) after the application of all discounts, and net only of sales taxes or other applicable transfer taxes actually incurred by Merchant. For the avoidance of doubt, “Gross Proceeds” shall include gross proceeds collected after the Sale Term from sales of Merchandise through the wholesale channel so long as such Merchandise was shipped and invoiced before the end of the Sale Term.
- (iv) “**Gross Recovery Percentage**” means the sum of the Gross Proceeds from the sale of Merchandise at the Stores during the Sale Term divided by the sum of the aggregate Cost Value of the Merchandise sold during the Sale Term at the Stores.
- (v) “**Merchandise**” shall mean all goods that are actually sold in the Stores during the Sale Term or through the wholesale channel during the Sale Term, the aggregate amount of which shall be determined using the gross rings inventory taking method. “Merchandise” does not mean and shall not include: (1) Additional Consultant Goods; (2) goods that belong to sublessees, licensees or concessionaries of Merchant; (3) FF&E; (4) damaged or defective merchandise that cannot be sold; (5) revenue generated from the sale of services; or (6) gift cards.

B. **Merchandise Fee.** In consideration of its services hereunder, Consultant shall earn the following fees:

- (i) With respect to Merchandise sold at the Stores, Merchant shall pay Consultant a fee equal to 2.25% of the Gross Proceeds of such Merchandise (the “**Retail Base Fee**”). In addition to the Base Fee, Merchant shall pay Consultant from Gross Proceeds of such Merchandise (but not Gross Proceeds of Merchandise sold to wholesale customers) an additional fee based upon the applicable Gross Recovery Percentage set forth below (calculated back to the first dollar) (the “**Retail Incentive Fee**” and together with the

Retail Base Fee, the “Retail Fee”):

Gross Recovery Percentage²	Incentive Fee
Between 100.01 % and 102.50%	0.25% of Gross Proceeds
Between 102.51% and 104.50%	0.50% of Gross Proceeds
Above 104.50%	0.75% of Gross Proceeds

(ii) With respect to Merchandise sold to wholesale customers, Merchant shall receive a fee equal to 5.5% of the Gross Proceeds of such Merchandise that are actually collected by Merchant (the “Wholesale Fee” and, together with the Retail Fee, the “Merchandise Fee”); provided that Consultant shall consult with Merchant regarding the sale terms of any Merchandise sale to a wholesale customer and confirm that such terms are reasonably acceptable to Merchant.

(iii) For clarity, in consideration of the fees payable hereunder, during the period from the date hereof to the Sale Commencement Date, Consultant will work with Merchant to take all actions necessary to prepare for the Sale for no additional compensation, including without limitation, advising on Store and Distribution Facility employee Sale incentive program and communication plan, inventory distribution channel planning, ordinary course promotions and discounts.

C. **Gross Rings.** For purposes of calculating Gross Proceeds for sales of Merchandise from the Stores, the Parties shall use the “gross rings” method, whereby Consultant and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable sales taxes, and (ii) cash reports of sales within each Store. Register receipts shall show for each item sold the Retail Price (as reflected on Merchant's books and records) for such item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

D. **Weekly Payments.** On a weekly basis in connection with the weekly reconciliations contemplated by Section 5(C) below, Consultant shall invoice (i) an amount equal to the Retail Base Fee and Wholesale Fee payable on account of the prior week's sales as an advance towards the total Merchandise Fee; (ii) any FF&E Fee earned during the prior week; and (iii) all gross proceeds from Additional Consultant Goods *less* the Additional Consultant Goods Fee. The parties shall determine the definitive Merchandise Fee, FF&E Fee and Additional Consultant Goods Fee in connection with the Final Reconciliation. Merchant shall pay the undisputed portion of each invoice delivered by Consultant as soon as reasonably practicable,

² Notwithstanding anything to the contrary herein, the Parties may mutually agree in writing to amend the Gross Recovery Percentage thresholds herein based on changes to the operating plan of the Sale, including but not limited to changes to the Sale Term or anticipated expenses associated with the Sale.

but no more than five (5) business days, following Merchant's receipt of such invoice.

5. CONDUCT OF SALE; OTHER SALE MATTERS

(A) Merchant shall have control over the personnel in the Stores and Distribution Facilities and shall handle the cash, debit and charge card payments for all Merchandise in accordance with Merchant's normal cash management procedures, subject to Consultant's right to audit any such items in the event of a good faith dispute as to the amount thereof. Merchant (and not Consultant) shall be responsible for ensuring that the Sale, and the operation of the Stores or Distribution Facilities is conducted in compliance with all applicable laws and regulations, and in compliance with all applicable lease provisions with respect to the Stores and Distribution Facilities (in each case, as may be modified by order of the Bankruptcy Court (as defined below)).

(B) Consultant shall advise the Merchant on a value-maximizing allocation of the Merchandise located in the Distribution Facilities that identifies the Merchandise to be sold in the Stores and the Merchandise to be sold via wholesale channels.

(C) The Parties will meet on each Wednesday, or more often as reasonably requested by the Merchant, during the Sale Term to review any Sale matters reasonably requested by either party and, in connection with such weekly meetings, all amounts payable (under Section 4(D)) or reimbursable (under Section 3(B)) to Consultant for the prior week shall be reconciled and paid in accordance with Section 4(D). No later than twenty (20) days following the end of the Sale Term, the Parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the "Final Reconciliation"). At the Final Reconciliation, Merchant and Consultant shall also jointly determine and agree upon the amounts that have not been collected by Merchant with respect to sales of Merchandise to wholesale customers as of the date of the Final Reconciliation. Promptly upon completing the Final Reconciliation, Merchant or Consultant, as applicable, shall pay any additional amounts owed to the other Party hereunder; provided, that the Wholesale Fee with respect to Gross Proceeds collected after the Sale Term shall be paid no more than five (5) business days following Merchant's receipt thereof.

(D) From time to time upon request, each Party shall prepare and deliver to the other Party such other reports as either party may reasonably request. Each Party shall, at all times during the Sale Term and during the one-year period thereafter, provide the other with access to all information, books and records relating to the Sale and to this Agreement. All records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(E) Merchant shall be solely responsible for computing, collecting, holding, reporting, and paying all sales taxes associated with the sale of Merchandise, and Consultant shall have absolutely no responsibilities or liabilities therefor.

(F) In connection with the sale of Merchandise via wholesale channels, and only for so long as the Merchant continues to operate the Distribution Facilities, Merchant shall fund and maintain software licenses for all inventory management (e.g., the order management and

product management systems) and other operational systems (e.g., the warehouse management systems) reasonably necessary to ensure Merchant's ability to pick, pack, ship and invoice for the Merchandise.

(G) Although Consultant shall undertake its obligations under this Agreement in a manner designed to achieve the desired results of the Sale and to maximize the recovery to the Merchant, Merchant expressly acknowledges that Consultant is not guaranteeing the results of the Sale.

(H) Merchant acknowledges that (i) the Parties are not conducting an inventory of the Merchandise located at the Stores or Distribution Facilities; (ii) Consultant has made no independent assessment of the beginning levels of Merchandise; and (iii) Consultant shall not bear any liability for shrink or other loss to the Merchandise located at the Stores or Distribution Facilities. Merchant may, at its election, conduct an inventory at some or all of the Distribution Facilities and Consultant agrees to cooperate with such inventory taking if and when done.

(I) All sales of Merchandise during the Sale Term shall be made in the name, and on behalf, of Merchant.

(J) All sales of Merchandise during the Sale Term shall be "final sales" and "as is," and all advertisements and sales receipts will reflect the same.

(K) Merchant hereby permits the Sale to be, and shall ensure that the Sale otherwise may be, advertised as a "going out of business," "store closing," "everything must go," "sale on everything," or such other mutually agreed upon themed sale throughout the term of the Sale, subject to and in accordance with applicable law and/or an order of the court with competent jurisdiction over Merchant.

(L) Upon the execution of, and as a condition to Consultant's obligations under, this Agreement, Merchant shall (a) pay accrued and unpaid amounts owing to Consultant under the Existing Store Closing Agreement and (b) fund to Consultant \$1,799,200 for the purpose of Consultant ordering and purchasing signage on behalf of Merchant (the "Signage Payment"). In addition, as soon as reasonably practicable and no later than January 15, 2025, Merchant shall fund to Consultant \$1,500,000 (the "Deposit")³ to be held by Consultant until the Final Reconciliation, at which time it shall be applied to any unpaid and undisputed obligations owing by Merchant to Consultant hereunder. Any portion of the Advanced Payment not used to pay amounts explicitly contemplated by this Agreement shall be returned to Merchant within three days following the Final Reconciliation. Upon receipt of the Signage Payment, Consultant will immediately order signage for the Sale and will prepare for delivery of such signs to the Stores sufficient to start the Sale on the Sale Commencement Date.

6. FF&E DISPOSITION

A. Promptly following the commencement of the Sale Term, Merchant shall inform

³ The Parties may mutually agree to increase the amount of the Deposit during the Sale Term based on the circumstances of the Sale.

Consultant of those items of owned furnishings, trade fixtures, equipment, machinery, office supplies, racking, rolling stock, any vehicles or other modes of transportation, and other personal property located at the Stores and Distribution Facilities (collectively, “FF&E”) which are not to be sold (because Merchant does not have the right to sell such items, or otherwise) (collectively, “Retained FF&E”); *provided* that, with respect to Distribution Facilities, Merchant shall have until January 20, 2025, to exclude FF&E by giving notice to Consultant.

B. With respect to all FF&E as of the commencement of the Sale Term which is not Retained FF&E (collectively, the “Offered FF&E”), Consultant shall have the right to sell such Offered FF&E during the Sale Term in exchange for a fee equal to 15% of the gross sale proceeds of Offered FF&E, net only of sales tax.

C. Merchant shall reimburse Consultant for its reasonable sale expenses associated with the sale of the Offered FF&E, not to exceed the amount set forth in any budget with respect to FF&E expenses for a particular Store or Distribution Facility (which shall be in addition to the Consultant Controlled Expenses budget), to be mutually agreed to by the Parties promptly after Merchant identifies the Offered FF&E and Retained FF&E at such Store or Distribution Facility. In connection with the sale of Offered FF&E via auction, Consultant shall have the right to charge, collect and retain from third-party purchasers an industry-standard buyer’s premium to cover auction-related expenses.

D. Consultant shall have the right to abandon any unsold Offered FF&E (and all Retained FF&E) at the Stores and Distribution Facilities at the conclusion of the Sale Term without liability to Merchant or any third party.

7. ADDITIONAL CONSULTANT GOODS

A. In connection with the Sale, Consultant shall have the right 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”). Consultant shall bear all out-of-pocket costs and expenses related to procuring and delivering the Additional Consultant Goods, including the costs and expenses of purchasing and delivering (including labor, freight and insurance relative to shipping) the Additional Consultant Goods to the Stores; provided that nothing in this Section (7) limits the scope of the indemnity set forth in Section 9(A)(v). 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 Facilities for any Additional Consultant Goods.

B. Consultant shall pay to Merchant an amount equal to 5% 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 accordance with Section 4(D) in connection with each weekly sale reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during the 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.

8. INSURANCE; RISK OF LOSS

(A) During the Sale Term: (a) Merchant shall maintain (at its expense) insurance with respect to the Merchandise in amounts and on such terms and conditions as are consistent with Merchant’s ordinary course operations, and (b) each of Merchant and Consultant shall maintain (at each party’s respective expense) comprehensive liability insurance covering injuries to persons and property, in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. Each party shall be added as an additional insured on all such insurance of the other party, all such insurance shall provide that it shall be non-cancelable and non-changeable except after 30 days’ prior written notice to the other party, and each party shall provide the other with certificates of all such insurance prior to the commencement of the Sale.

(B) Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Consultant shall not be deemed to be in possession or control of the Stores, Distribution

Facilities, the Merchandise or FF&E, or of Merchant's employees located at the Stores and Distribution Facilities, and Consultant does not assume any of Merchant's obligations or liabilities with respect thereto.

(C) Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Merchant shall bear all responsibility for liability claims (product liability and otherwise) of customers, employees and other persons arising from events occurring at the Stores or Distribution Facilities and from the sale of Merchandise except if such claims arise from or relate to (i) the gross negligence or willful misconduct of Consultant or (ii) Consultant's sale of the Additional Consultant Goods.

9. INDEMNIFICATION

(A) Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Merchant Indemnified Parties") harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
- (ii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Merchant by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any supervisors);
- (iii) any claims by any party engaged by Consultant as an employee or independent contractor (including without limitation any non-Merchant employee supervisor) arising out of such employment or engagement;
- (iv) the gross negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, consultants, independent contractors or representatives; or
- (v) sales of Additional Consultant Goods.

(B) Merchant shall indemnify and hold Consultant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (vi) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement

entered into in connection herewith;

- (vii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement;
- (viii) any third party claims relating to any Merchandise or FF&E;
- (ix) any claim by any owner or landlord of the Stores or Distribution Facilities with respect the Sale being conducted at such premises;
- (x) the gross negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives; or
- (xi) the handling of any hazardous material or substance at the Stores or Distribution Facilities.

(C) If any action is commenced, as to which a Consultant Indemnified Party proposes to demand indemnification, such Consultant Indemnified Party shall promptly notify the Merchant following the Consultant Indemnified Party being notified of such action, if the Merchant is not party to such action. The Merchant shall be entitled to assume the defense of any such action (other than those actions brought by the Merchant). If the Merchant does not assume the defense of such action, the Merchant shall be entitled to reasonably participate (at its own cost) in such defense.

(D) If any action is commenced, as to which a Merchant Indemnified Party proposes to demand indemnification, such Merchant Indemnified Party shall promptly notify the Consultant following the Merchant Indemnified Party being notified of such action, if the Consultant is not party to such action. The Consultant shall be entitled to assume the defense of any such action (other than those actions brought by the Consultant). If the Consultant does not assume the defense of such action, the Consultant shall be entitled to reasonably participate (at its own cost) in such defense.

10. TERMINATION. If Merchant or Consultant fail to perform any of their respective material obligations hereunder and such failure continues uncured for five days, the non-defaulting party may, in its discretion, elect to terminate this Agreement by providing seven business days' written notice thereof to the other party. No more than two (2) business days following any such termination, Merchant shall pay Consultant, *less* any amounts then held by Consultant pursuant to Section 5(L), all undisputed fees and expenses otherwise payable hereunder in connection with the services provided on or before the date of termination. All provisions of this Agreement that by their nature are intended to survive termination, shall remain in full force and effect following a termination under this Section 10.

11. MISCELLANEOUS

(A) In the event that Merchant commences cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), this Agreement, including the retention of Consultant and conduct of the Sale set forth herein, shall be subject to the approval of the applicable United

States Bankruptcy Court (the “Bankruptcy Court”). Merchant shall promptly seek to have this Agreement and the transactions contemplated hereby and the Existing Store Closing Agreement approved by the Bankruptcy Court pursuant to sections 363 and 365 of the Bankruptcy Code (and not pursuant to sections 327, 328, 330, or 331 thereof) and an order with terms acceptable to both Merchant and Consultant that provides, among other things, that: (i) the payment of all fees and reimbursement of expenses hereunder to Consultant is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances; (ii) all such payments of fees and reimbursement of expenses shall be made without further order of the Bankruptcy Court and otherwise in accordance with this Agreement; (iii) approval of the transaction contemplated hereby; and (iv) protection of Consultant’s fees and expenses to ensure the payment of such fees and expenses are permitted under any debtor-in-possession financing or cash collateral budget (the “Approval Order”). The Bankruptcy Court shall have exclusive jurisdiction to resolve any issues arising under this Agreement. In such event, any legal action, suit or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Approval Order, Consultant shall conduct the Sale in accordance with the terms of the Approval Order in all material respects. If any objections are received prior to entry of the Approval Order, Consultant will use commercially reasonable efforts to assist the Merchant in negotiating a consensual resolution of such objection with the objecting party.

(B) In the event the Approval Order is not entered by the Bankruptcy Court or the Approval Order does not include the terms and conditions contained herein, (i) Merchant shall reimburse Consultant for any Consultant Controlled Expenses incurred in connection with the Sale through and including the day immediately after denial of such motion by the Bankruptcy Court or the date of Merchant’s breach of this Agreement, as applicable; and (ii) Consultant may, in its sole discretion, elect to terminate this Agreement immediately. If this Agreement is terminated by Consultant, Consultant shall promptly provide the Company with a list of all third parties that the Consultant has engaged in negotiations with respect to the assets covered under this Agreement.

(C) This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto (but excluding the Existing Store Closing Agreement). This Agreement may not be modified except in a written instrument executed by each of the parties hereto. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. The failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Nothing contained in this Agreement shall be deemed to create any relationship between Merchant and Consultant other than that of Consultant as an independent contractor of Merchant, and it is stipulated that the parties are not partners or joint venturers in any way. Unless expressly set forth herein to the contrary, to the extent that either party’s consent is

required/requested hereunder, such consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other.

(D) Consultant shall have the right to syndicate and partner with additional entities to serve as “Consultant” hereunder as to this Agreement so long as such relationships do not impose any additional cost or liability to Merchant, Consultant discloses the identity of such partner(s) to Merchant, and such partner(s) are reputable firms with experience and resources similar to those of Consultant.

(E) This Agreement, including all exhibits attached hereto and thereto, and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of New Jersey. In the event any term or provision contained within this Agreement shall be deemed illegal or unenforceable, then such offending term or provision shall be considered deleted from this Agreement and such offending term or provision shall be considered deleted from this Agreement and the remaining terms shall continue to be in full force and effect.

(F) Written notices contemplated by this Agreement shall be in writing and may be sent by mail or email:

(i) If to Merchant:

Party City Corporation
100 Tice Boulevard
Woodcliff Lake, NJ 07677
Attn: Ian Heller, Dan Lamadrid
Email: iheller@partycity.com, dlamadrid@partycity.com

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Ken Ziman, Christopher Hopkins, and Stephanie Lascano
Email: kziman@paulweiss.com, chopkins@paulweiss.com, and slascano@paulweiss.com


(ii) if to Consultant: c/o Rick Edwards at redwards@gordonbrothers.com and David Braun at dbraun@gordonbrothers.com.

(G) Consultant may not discuss this Agreement or its content with the media, use the Merchant name or issue any press release or other public statement related hereto, unless authorized in writing in advance by the Merchant.

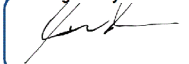
[Signature Pages Follow]

Very truly yours,

**GORDON BROTHERS RETAIL
PARTNERS, LLC**

DocuSigned by:
By: 
8DBA48849AC540D...
Name: Richard Edwards
Title: Head of North America Retail

**GORDON BROTHERS COMMERCIAL
& INDUSTRIAL, LLC**

Signed by:
By: 
CD0F5FCA27D1414...
Name: Jim Lightburn
Title: Head of Commercial & Industrial

Agreed and Accepted:
PARTY CITY HOLDINGS INC.

DocuSigned by:
By: 
5B6A4FC99E6F447...
Name: Dan Lamadrid
Title: Authorized Signatory

PARTY CITY CORPORATION

DocuSigned by:
By: 
5B6A4FC99E6F447...
Name: Dan Lamadrid
Title: Authorized Signatory

AMSCAN INC.

DocuSigned by:
By: 
5B6A4FC99E6F447...
Name: Dan Lamadrid
Title: Authorized Signatory

Exhibits:

- A Stores
- B Distribution Facilities
- C-1 Retail Merchandise Budget
- C-2 Wholesale Merchandise Budget

Party City
Exhibit A
Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
3	East Hanover	346 Route 10 W	East Hanover	NJ	07936	15,000	12/20/2024	3/9/2025
4	Wayne	1625 Route 23	Wayne	NJ	07470	15,560	12/20/2024	3/9/2025
10	Virginia Beach	3754 Virginia Beach Blvd	Virginia Beach	VA	23452	20,000	12/20/2024	3/9/2025
15	Niles (W Touhy)	5651 W. Touhy Avenue	Niles	IL	60714	17,056	12/20/2024	3/9/2025
59	Richardson	501 W Belt Line Rd	Richardson	TX	75080	12,400	12/20/2024	3/9/2025
60	Mesquite	1340 N Town East Blvd	Mesquite	TX	75150	15,000	12/20/2024	3/9/2025
61	West Plano	1701 Preston Rd	Plano	TX	75093	14,392	12/20/2024	3/9/2025
62	South Arlington	1520 W Interstate 20	Arlington	TX	76017	11,629	12/20/2024	3/9/2025
63	Carrollton	2540 North Josey Lane	Carrollton	TX	75006	11,760	12/20/2024	3/9/2025
64	Irving	3929 West Airport Freeway	Irving	TX	75062	12,940	12/20/2024	3/9/2025
65	Dallas (Medallion)	305 Medallion Ctr	Dallas	TX	75214	11,250	12/20/2024	3/9/2025
76	Santa Ana	3837 S Bristol St	Santa Ana	CA	92704	12,400	12/20/2024	3/9/2025
102	Snellville	1905 Scenic Highway	Snellville	GA	30078	12,500	12/20/2024	3/9/2025
117	Denver	2530 S. Colorado Road	Denver	CO	80222	14,200	12/20/2024	3/9/2025
135	Westchester	8675 SW 24th St	Miami	FL	33155	15,000	12/20/2024	3/9/2025
137	Chesapeake	109 Volvo Parkway	Chesapeake	VA	23320	14,000	12/20/2024	3/9/2025
139	Austell	4155 Austell Rd	Austell	GA	30106	11,040	12/20/2024	3/9/2025
143	Duluth	3675 Satellite Blvd	Duluth	GA	30096	15,155	12/20/2024	3/9/2025
144	Downers Grove	1140 75th St	Downers Grove	IL	60516	12,720	12/20/2024	3/9/2025
158	Southlake	1892 Mount Zion Rd	Morrow	GA	30260	14,888	12/20/2024	3/9/2025
159	Town Center	50 Barrett Pkwy	Marietta	GA	30066	14,500	12/20/2024	3/9/2025
165	Cincinnati	8063 Montgomery Rd	Cincinnati	OH	45236	9,984	12/20/2024	3/9/2025
166	Hialeah	775 W 49th St	Hialeah	FL	33012	12,279	12/20/2024	3/9/2025
168	Northbrook	307 Skokie Blvd	Northbrook	IL	60062	15,058	12/20/2024	3/9/2025
169	Sugar Land	16734 Southwest Freeway	Sugar Land	TX	77479	19,296	12/20/2024	3/9/2025
171	Lincoln Park	3417 N Western Ave	Chicago	IL	60618	10,500	12/20/2024	3/9/2025
178	Buckhead	2900 Peachtree Road NW	Atlanta	GA	30305	12,240	12/20/2024	3/9/2025
183	Northlake	2100-A Henderson Mill Rd NE	Atlanta	GA	30345	14,990	12/20/2024	3/9/2025
189	Wheatland (S Dallas)	39759 LBJ Freeway	Dallas	TX	75237	12,000	12/20/2024	3/9/2025
196	Arlington Heights	111 W Rand Rd	Arlington Heights	IL	60004	12,050	12/20/2024	3/9/2025
203	Lewisville	735 Hebron Pkwy	Lewisville	TX	75057	15,000	12/20/2024	3/9/2025
207	West Dade	11865 SW 26th St	Miami	FL	33175	10,000	12/20/2024	3/9/2025
219	Plano East	3308 North Central Expwy	Plano	TX	75074	16,010	12/20/2024	3/9/2025
220	Cumberland	2955 Cobb Pkwy SE	Atlanta	GA	30339	11,070	12/20/2024	3/9/2025
221	Conyers	1390 Dogwood Dr SE	Conyers	GA	30013	11,000	12/20/2024	3/9/2025
222	Fayetteville	128-A Pavilion Pkwy	Fayetteville	GA	30214	15,200	12/20/2024	3/9/2025
223	Gainesville	863 Dawsonville Highway	Gainesville	GA	30501	14,580	12/20/2024	3/9/2025
234	Douglasville	2910 Chapel Hill Rd	Douglasville	GA	30135	12,000	12/20/2024	3/9/2025
238	Cutler Bay	20831 S Dixie Hwy	Miami	FL	33189	15,000	12/20/2024	3/9/2025
239	East Cobb	4281 Roswell Rd	Marietta	GA	30062	12,376	12/20/2024	3/9/2025
248	Newnan(Base)	553 Bullsboro Dr	Newnan	GA	30265	12,000	12/20/2024	3/9/2025
264	Cumming	1150 Market Place Blvd	Cumming	GA	30041	11,250	12/20/2024	3/9/2025
266	Ft Myers	5025 S Cleveland Ave	Ft Myers	FL	33907	10,957	12/20/2024	3/9/2025
275	Athens	1791 Oconee Connector	Athens	GA	30606	15,000	12/20/2024	3/9/2025
289	Macon	4666 Presidential Pkwy	Macon	GA	31206	11,048	12/20/2024	3/9/2025
292	Alpharetta	7011 North Point Parkway	Alpharetta	GA	30022	21,000	12/20/2024	3/9/2025
304	Ftl (Commercial)	843 East Commercial Blvd	Oakland Park	FL	33334	12,215	12/20/2024	3/9/2025
308	Ppines East	220 University Drive	Pembroke Pines	FL	33024	11,000	12/20/2024	3/9/2025
309	Aventura	18861 Biscayne Blvd.	Aventura	FL	33180	10,206	12/20/2024	3/9/2025
310	Columbus	5555 Whittlesey Blvd	Columbus	GA	31909	12,000	12/20/2024	3/9/2025
315	Hollywood	3911 Oakwood Blvd	Hollywood	FL	33020	10,049	12/20/2024	3/9/2025
316	N. Miami(163Rd)	15947 Biscayne Blvd	Miami	FL	33160	12,638	12/20/2024	3/9/2025
317	Pincrest	13615 South Dixie Hwy	Palmetto Bay	FL	33176	11,208	12/20/2024	3/9/2025
319	Kendal West	13865 SW 88th St	Miami	FL	33186	8,690	12/20/2024	3/9/2025
323	Boca South	22191 Powerline Rd Ste 23C	Boca Raton	FL	33433	10,000	12/20/2024	3/9/2025
324	Ppines West	14804 Pines Blvd	Pembroke Pines	FL	33027	12,000	12/20/2024	3/9/2025
326	Sunrise	12540 W. Sunrise Blvd	Sunrise	FL	33323	11,317	12/20/2024	3/9/2025
327	Tallahassee	1739 Apalachee Parkway	Tallahassee	FL	32301	14,430	12/20/2024	3/9/2025
331	Royal Palm Bch	521 N State Road 7	Royal Palm Beach	FL	33411	23,676	12/20/2024	3/9/2025
332	Coral Springs	1270 N University Dr	Coral Springs	FL	33071	14,975	12/20/2024	3/9/2025
333	Doral	10650 NW 19th St	Miami	FL	33172	10,930	12/20/2024	3/9/2025
336	Camp Creek	3628 Marketplace Blvd	East Point	GA	30344	12,000	12/20/2024	3/9/2025
337	Mall Of Ga	3205 Woodward Crossing Blvd	Buford	GA	30519	16,223	12/20/2024	3/9/2025
338	Pensacola	6241-A North Davis Highway	Pensacola	FL	32504	16,196	12/20/2024	3/9/2025
348	Bonita Springs	8070 Mediterranean Dr	Estero	FL	33928	12,000	12/20/2024	3/9/2025
350	Jensen Beach	4189 NW Federal Hwy	Jensen Beach	FL	34957	12,400	12/20/2024	3/9/2025
357	Melbourne	1557 W New Haven Ave	Melbourne	FL	32904	21,000	12/20/2024	3/9/2025
373	Summerville	432 Azalea Square Blvd	Summerville	SC	29483	12,395	12/20/2024	3/9/2025
374	London Square	13550 SW 120th St	Miami	FL	33186	12,000	12/20/2024	3/9/2025
376	Winter Garden	3089 Daniels Rd	Winter Garden	FL	34787	11,970	12/20/2024	3/9/2025
377	Kissimmee	641 Centerview Blvd.	Kissimmee	FL	34741	23,000	12/20/2024	3/9/2025
403	Kenilworth	2450 US Highway 22	Kenilworth	NJ	07033	20,486	12/20/2024	3/9/2025
404	Ralph Avenue	2265 Ralph Avenue	Brooklyn	NY	11234	13,424	12/20/2024	3/9/2025

Party City
Exhibit A
Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
406	Jersey City	733 Highway 440	Jersey City	NJ	07304	9,175	12/20/2024	3/9/2025
408	Watchung	1684 Route 22 East	Watchung	NJ	07069	15,323	12/20/2024	3/9/2025
409	Oceanside	3098 Long Beach Rd	Oceanside	NY	11572	15,500	12/20/2024	3/9/2025
410	Pasadena	4585 East Sam Houston Parkway South	Pasadena	TX	77505	18,000	12/20/2024	3/9/2025
411	New Hartford	4525 Commercial Dr	New Hartford	NY	13413	14,173	12/20/2024	3/9/2025
413	Katy	435 South Fry Road	Katy	TX	77450	21,883	12/20/2024	3/9/2025
414	Turlock	3015 N Tegner Rd	Turlock	CA	95380	12,000	12/20/2024	3/9/2025
416	Denton	2315 Colorado Blvd	Denton	TX	76205	11,874	12/20/2024	3/9/2025
418	Ft Worth	435 Sherry Lane	Fort Worth	TX	76114	12,240	12/20/2024	3/9/2025
421	McKinney	2097 North Central Expressway	McKinney	TX	75070	12,000	12/20/2024	3/9/2025
422	Portchester	435 Boston Post Rd	Portchester	NY	10573	10,000	12/20/2024	3/9/2025
424	Orlando	4024 Eastgate Drive	Orlando	FL	32839	13,769	12/20/2024	3/9/2025
425	West Babylon	737 W Montauk Hwy	West Babylon	NY	11704	11,250	12/20/2024	3/9/2025
426	North Las Vegas	5643 Centennial Center Blvd.	Las Vegas	NV	89149	11,072	12/20/2024	3/9/2025
427	Chino Hills	3850 Grand Ave	Chino	CA	91710	20,000	12/20/2024	3/9/2025
429	Henderson	520 Marks St	Henderson	NV	89014	20,530	12/20/2024	3/9/2025
430	Westland	35655 Warren Road	Westland	MI	48185	25,200	12/20/2024	3/9/2025
431	Grandville	4515 Canal Ave SW	Grandville	MI	49418	12,000	12/20/2024	3/9/2025
433	Lake Zurich	795 W Il Route 22	Lake Zurich	IL	60047	12,000	12/20/2024	3/9/2025
438	Silverdale	9551 Ridgetop	Silverdale	WA	98383	16,520	12/20/2024	3/9/2025
439	Glendale	2935 Los Feliz Blvd	Los Angeles	CA	90039	10,000	12/20/2024	3/9/2025
440	Mcallen	732 E Expressway 83	McAllen	TX	78503	18,000	12/20/2024	3/9/2025
441	Santee	9850 Mission Gorge Rd	Santee	CA	92071	9,400	12/20/2024	3/9/2025
442	West Hills (Fallbrook)	6559 Fallbrook Ave	West Hills	CA	91307	15,000	12/20/2024	3/9/2025
443	Rancho Cucamonga	11098 Foothill Blvd	Rancho Cucamonga	CA	91730	13,584	12/20/2024	3/9/2025
444	Brentwood	2470 Sand Creek Rd	Brentwood	CA	94513	12,000	12/20/2024	3/9/2025
445	Escondido	1109 W. Valley Parkway	Escondido	CA	92025	16,300	12/20/2024	3/9/2025
446	Thousand Oaks	2715 Teller Rd	Thousand Oaks	CA	91320	10,000	12/20/2024	3/9/2025
449	Sacramento	1703 Arden Way	Sacramento	CA	95815	16,116	12/20/2024	3/9/2025
450	Olympia	2315 4th Ave W.	Olympia	WA	98502	13,600	12/20/2024	3/9/2025
457	Aurora	14160 E Ellsworth Ave	Aurora	CO	80012	11,475	12/20/2024	3/9/2025
463	Bellevue	15600 NE 8th St	Bellevue	WA	98008	12,548	12/20/2024	3/9/2025
464	Covington	27339 Covington Way SE	Covington	WA	98042	15,000	12/20/2024	3/9/2025
466	Puyallup	10408 156th St. East	Puyallup	WA	98374	14,033	12/20/2024	3/9/2025
469	Flower Mound	6101 Long Prairie Rd	Flower Mound	TX	75028	11,974	12/20/2024	3/9/2025
470	Salinas	1684 N Main St	Salinas	CA	93906	12,000	12/20/2024	3/9/2025
471	Woodinville	18027 Garden Way NE	Woodinville	WA	98072	8,570	12/20/2024	3/9/2025
474	Burlington	2030 S. Burlington Blvd	Burlington	WA	98233	13,809	12/20/2024	3/9/2025
477	Oswego	2406 US-34	Oswego	IL	60543	12,012	12/20/2024	3/9/2025
478	Levittown	3541 Hempstead Tpke	Levittown	NY	11756	19,800	12/20/2024	3/9/2025
479	Watauga	7612 Denton Hwy	Watauga	TX	76148	32,895	12/20/2024	3/9/2025
480	Mays Landing	530 Consumer Sq	Mays Landing	NJ	08330	12,000	12/20/2024	3/9/2025
481	Cedar Hill	715 N US Hwy 67	Cedar Hill	TX	75104	14,184	12/20/2024	3/9/2025
482	Orland Park	14906 S La Grange Rd	Orland Park	IL	60462	13,900	12/20/2024	3/9/2025
485	Opelika	2534 Enterprise Dr	Opelika	AL	36801	8,000	12/20/2024	3/9/2025
486	Eastvale	12339 Limonite Ave	Eastvale	CA	91752	11,045	12/20/2024	3/9/2025
487	Arroyo	7285 Arroyo Crossing Pkwy	Las Vegas	NV	89113	12,000	12/20/2024	3/9/2025
488	Euless	2800 State Highway 121	Euless	TX	76039	14,003	12/20/2024	3/9/2025
490	Wilkes Barre	2190 Highland Park Blvd.	Wilkes Barre	PA	18702	16,080	12/20/2024	3/9/2025
491	Brownsville	3000 Pablo Kisel Blvd	Brownsville	TX	78526	12,549	12/20/2024	3/9/2025
492	East Lansing	420 Frandor Ave	Lansing	MI	48912	11,200	12/20/2024	3/9/2025
496	Stroudsburg	101 Pocono Commons Dr	Stroudsburg	PA	18360	10,000	12/20/2024	3/9/2025
498	Fairfield	1574 Gateway Blvd	Fairfield	CA	94533	18,347	12/20/2024	3/9/2025
500	Orlando East	3220 East Colonial Drive	Orlando	FL	32803	12,413	12/20/2024	3/9/2025
504	Middletown	470 Route 211 E	Middletown	NY	10940	12,000	12/20/2024	3/9/2025
505	Ford City	8141 S Cicero Ave	Chicago	IL	60652	12,000	12/20/2024	3/9/2025
506	Anaheim	418 N Euclid St	Anaheim	CA	92801	9,400	12/20/2024	3/9/2025
507	Chula Vista	624 Palomar St	Chula Vista	CA	91911	8,260	12/20/2024	3/9/2025
510	Miami Gardens	18452-18538 NW 67th Avenue	Hialeah	FL	33015	12,288	12/20/2024	3/9/2025
511	Roseville	32469 Gratiot Avenue Macomb Mall	Roseville	MI	48066	15,774	12/20/2024	3/9/2025
513	Allen Park	23195 Outer Dr	Allen Park	MI	48101	12,000	12/20/2024	3/9/2025
514	Pico Sepulveda	2480 S Sepulveda Blvd	Los Angeles	CA	90064	12,800	12/20/2024	3/9/2025
518	Madison	223 Junction Rd	Madison	WI	53717	12,316	12/20/2024	3/9/2025
519	Brooklyn	625 Atlantic Ave	Brooklyn	NY	11217	7,905	12/20/2024	3/9/2025
520	La Habra	1441 W. Imperial Hwy	La Habra	CA	90631	10,749	12/20/2024	3/9/2025
521	Chula Vista (North 4Th)	40 North 4th Avenue	Chula Vista	CA	91910	14,900	12/20/2024	3/9/2025
522	The Bronx	310-320 Baychester Ave	Bronx	NY	10475	10,000	12/20/2024	3/9/2025
523	Boca Turnpike	8095 Glades Rd	Boca Raton	FL	33434	15,999	12/20/2024	3/9/2025
525	Centereach	253 Centereach Mall	Centereach	NY	11720	14,885	12/20/2024	3/9/2025
527	Rosedale	253-01 Rockaway Blvd	Rosedale	NY	11422	29,822	12/20/2024	3/9/2025
529	Sterling Heights	12220 Hall Rd	Sterling Heights	MI	48313	11,508	12/20/2024	3/9/2025
530	Brooklyn (Nostrand)	3797-3849 Nostrand Ave	Brooklyn	NY	11235	10,000	12/20/2024	3/9/2025
532	Lansing	450 River Oaks West	Calumet City	IL	60409	11,774	12/20/2024	3/9/2025

Party City
Exhibit A
Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
539	Livonia	13477 Middlebelt Road	Livonia	MI	48150	23,943	12/20/2024	3/9/2025
541	Baldwin Park	3060 Baldwin Park Blvd	Baldwin Park	CA	91706	10,147	12/20/2024	3/9/2025
544	Alhambra	2500 W Commonwealth Ave	Alhambra	CA	91803	13,300	12/20/2024	3/9/2025
546	San Jose	1600 Saratoga Ave	San Jose	CA	95129	10,728	12/20/2024	3/9/2025
548	Tustin	2826 El Camino Real	Tustin	CA	92782	12,516	12/20/2024	3/9/2025
550	Rainbow (Las Vegas)	2301 N Rainbow Blvd	Las Vegas	NV	89108	10,500	12/20/2024	3/9/2025
551	Rochester Hills	1316 S Rochester Rd	Rochester Hills	MI	48307	17,542	12/20/2024	3/9/2025
552	Mason	9608 S Mason-Montgomery Rd.	Mason	OH	45040	14,827	12/20/2024	3/9/2025
555	Woodbury	8063 Jericho Tpke	Woodbury	NY	11797	12,000	12/20/2024	3/9/2025
556	New Hyde Park	2317 New Hyde Park Rd	New Hyde Park	NY	11042	10,000	12/20/2024	3/9/2025
558	South Miami	6272 S Dixie Hwy	South Miami	FL	33143	15,611	12/20/2024	3/9/2025
560	West Covina	2620 E Workman Ave	West Covina	CA	91791	10,000	12/20/2024	3/9/2025
561	Olivette	9612 Olive Blvd	Olivette	MO	63132	14,204	12/20/2024	3/9/2025
562	Carle Place	192 Glen Cove Rd	Carle Place	NY	11514	11,049	12/20/2024	3/9/2025
564	St. Louis (Sunset Hills)	10790 Sunset Hills Plz	Saint Louis	MO	63127	12,000	12/20/2024	3/9/2025
565	North Babylon	1239 Deer Park Ave (Rte 231)	North Babylon	NY	11703	13,398	12/20/2024	3/9/2025
566	Brea	2485 E Imperial Hwy	Brea	CA	92821	10,000	12/20/2024	3/9/2025
569	Rockford	5836 E State St	Rockford	IL	61108	19,300	12/20/2024	3/9/2025
570	Ft Collins	3500 S College Ave	Fort Collins	CO	80525	12,745	12/20/2024	3/9/2025
571	Daly City	151B Serramonte Center	Daly City	CA	94015	16,000	12/20/2024	3/9/2025
573	Pasadena	3353 E Foothill Blvd	Pasadena	CA	91107	11,220	12/20/2024	3/9/2025
574	Merrillville	2565 E 80th Ave	Merrillville	IN	46410	12,100	12/20/2024	3/9/2025
575	Newington	3087 Berlin Turnpike	Newington	CT	06111	13,669	12/20/2024	3/9/2025
578	Houston (Summit Sq.)	3225 Southwest Fwy	Houston	TX	77027	10,285	12/20/2024	3/9/2025
580	San Dimas	852 W Arrow Hwy	San Dimas	CA	91773	10,000	12/20/2024	3/9/2025
581	Laurel	14802 Baltimore Avenue	Laurel	MD	20707	13,124	12/20/2024	3/9/2025
583	Indianapolis	10537 E Washington St	Indianapolis	IN	46229	10,150	12/20/2024	3/9/2025
584	Oakbrook Terrace	17W740 22nd Street	Oakbrook Terrace	IL	60181	14,558	12/20/2024	3/9/2025
587	Evansville	311 N Burkhardt Rd	Evansville	IN	47715	11,750	12/20/2024	3/9/2025
588	Houston (Westheimer Rd)	13441 Westheimer Road	Houston	TX	77077	12,197	12/20/2024	3/9/2025
589	Fishers	8600 E 96th St	Fishers	IN	46037	10,200	12/20/2024	3/9/2025
591	Orange	292 Boston Post Rd	Orange	CT	06477	12,927	12/20/2024	3/9/2025
593	Lubbock	6038 Marsha Sharp Fwy	Lubbock	TX	79407	18,000	12/20/2024	3/9/2025
594	Willoughby	36315 Euclid Ave	Willoughby	OH	44094	11,211	12/20/2024	3/9/2025
595	Lakeland	3615 S Florida Ave	Lakeland	FL	33803	13,200	12/20/2024	3/9/2025
600	Forestville	3235 Donnell Dr	Forestville	MD	20747	15,235	12/20/2024	3/9/2025
601	Bloomington	401 N Veterans Pkwy	Bloomington	IL	61704	12,779	12/20/2024	3/9/2025
605	Long Beach	7571 Carson Blvd	Long Beach	CA	90808	18,098	12/20/2024	3/9/2025
608	Mansfield	1551 Highway 287 North	Mansfield	OH	76063	12,030	12/20/2024	3/9/2025
609	Toledo	4962 Monroe St	Toledo	OH	43623	11,600	12/20/2024	3/9/2025
610	Denver (Park Meadows)	8222 S Yosemite St	Centennial	CO	80112	16,000	12/20/2024	3/9/2025
611	Norfolk	1217-1229 N Military Hwy	Norfolk	VA	23502	11,708	12/20/2024	3/9/2025
613	Commack	58 Veterans Memorial Hwy	Commack	NY	11725	9,885	12/20/2024	3/9/2025
614	San Jose (Tully)	1986 Tully Rd	San Jose	CA	95122	10,101	12/20/2024	3/9/2025
615	Massapequa	5500 Sunrise Hwy	Massapequa	NY	11758	10,759	12/20/2024	3/9/2025
618	Lexington	2172 Sir Barton Way	Lexington	KY	40509	12,000	12/20/2024	3/9/2025
619	Augusta	249 Robert C Daniel Jr Pkwy	Augusta	GA	30909	11,000	12/20/2024	3/9/2025
621	Cedar Park	11066 Pecan Park Blvd	Cedar Park	TX	78613	10,758	12/20/2024	3/9/2025
622	Compton	208 Towne Center Drive	Compton	CA	90220	13,185	12/20/2024	3/9/2025
623	Boynton Bch	339 N Congress Ave	Boynton Beach	FL	33426	12,000	12/20/2024	3/9/2025
624	Modesto	2401 McHenry Ave	Modesto	CA	95350	13,191	12/20/2024	3/9/2025
625	Lafayette	5700 Johnston St	Lafayette	LA	70503	19,960	12/20/2024	3/9/2025
626	Richmond	3500A Klose Way	Richmond	CA	94806	12,000	12/20/2024	3/9/2025
627	Cincinnati (Eastgate)	4450 Eastgate Blvd.	Cincinnati	OH	45245	12,648	12/20/2024	3/9/2025
628	Fredericksburg	1280 Carl D Silver Pkwy	Fredericksburg	VA	22401	12,000	12/20/2024	3/9/2025
629	Berwyn	7123 Cermak Rd Plaza	Berwyn	IL	60402	13,015	12/20/2024	3/9/2025
631	Houston (Tidwell)	13760 Northwest Freeway	Houston	TX	77040	11,862	12/20/2024	3/9/2025
633	Lake Charles	3140 E Prien Lake Rd	Lake Charles	LA	70615	11,284	12/20/2024	3/9/2025
635	San Leandro	15555 E 14th Street	San Leandro	CA	94578	12,100	12/20/2024	3/9/2025
638	San Jose (Blossom)	863 Blossom Hill Rd	San Jose	CA	95123	11,493	12/20/2024	3/9/2025
639	Van Nuys	7882 Van Nuys Blvd	Van Nuys	CA	91402	11,000	12/20/2024	3/9/2025
641	Corpus Christi	5425 S Spid Dr	Corpus Christi	TX	78411	12,000	12/20/2024	3/9/2025
642	Colorado Springs	7690 N. Academy Blvd.	Colorado Springs	CO	80920	15,964	12/20/2024	3/9/2025
644	Dublin	4575 Rosewood Drive	Pleasanton	CA	94588	22,517	12/20/2024	3/9/2025
645	Cranberry	20215-20217 Rte 19	Cranberry Township	PA	16066	9,690	12/20/2024	3/9/2025
646	Reno	2825 Northtowne Ln	Reno	NV	89512	12,240	12/20/2024	3/9/2025
647	Mt. Kisco	162 E MAIN ST	Mount Kisco	NY	10549	11,077	12/20/2024	3/9/2025
649	Columbus (Polaris)	1297 Polaris Parkway	Columbus	OH	43240	11,367	12/20/2024	3/9/2025
650	Chicago (Fullerton)	1755 W Fullerton Ave	Chicago	IL	60614	11,400	12/20/2024	3/9/2025
651	Wpb	1901 North Military Trail	West Palm Beach	FL	33409	20,640	12/20/2024	3/9/2025
652	Round Rock	2601 South Highway 35	Round Rock	TX	78664	12,000	12/20/2024	3/9/2025
655	Vista Palms	7153 Narcoosse Road	Orlando	FL	32822	12,000	12/20/2024	3/9/2025
656	Shreveport	7547 Youree Drive	Shreveport	LA	71105	19,834	12/20/2024	3/9/2025

Party City
Exhibit A
Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
661	San Marcos	157 South Las Posas Road	San Marcos	CA	92078	13,600	12/20/2024	3/9/2025
664	Chicago	1514 W 33rd St	Chicago	IL	60608	10,100	12/20/2024	3/9/2025
665	Tukwila	17356 Southcenter Pkwy	Tukwila	WA	98188	11,200	12/20/2024	3/9/2025
669	Torrance (Hawthorne)	19670 Hawthorne Blvd	Torrance	CA	90503	9,996	12/20/2024	3/9/2025
671	Homestead	911 N Homestead Blvd	Homestead	FL	33030	10,000	12/20/2024	3/9/2025
672	Federal Way	31417 Pacific Hwy South	Federal Way	WA	98003	14,977	12/20/2024	3/9/2025
673	Carmel	2009 East Greyhound Pass	Carmel	IN	46032	12,640	12/20/2024	3/9/2025
674	Staten Island (Richmond)	2795 Richmond Ave	Staten Island	NY	10314	9,680	12/20/2024	3/9/2025
679	Orange	763 S Main St	Orange	CA	92868	11,000	12/20/2024	3/9/2025
681	New York City (14Th St)	38 W 14th St	New York	NY	10011	13,130	12/20/2024	3/9/2025
683	Atascocita	6705 FM 1960 Rd East	Humble	TX	77346	12,055	12/20/2024	3/9/2025
686	Harriman Commons	128 Bailey Farm Road	Monroe	NY	10950	14,360	12/20/2024	3/9/2025
687	Maspeth	7417 Grand Ave	Elmhurst	NY	11373	10,320	12/20/2024	3/9/2025
688	Springfield	6640 Loisdale Road	Springfield	VA	22150	11,600	12/20/2024	3/9/2025
689	Islip	2396 Sunrise Hwy	Islip	NY	11751	14,400	12/20/2024	3/9/2025
690	Yorktown Heights	3333 Crompond Rd	Yorktown Heights	NY	10598	14,504	12/20/2024	3/9/2025
691	Murfreesboro	1979 Old Fort Prkwy	Murfreesboro	TN	37129	12,000	12/20/2024	3/9/2025
692	Patchogue	120 Sunrise Hwy	Patchogue	NY	11772	19,703	12/20/2024	3/9/2025
695	Deptford	1500 Almonesson Rd	Deptford	NJ	08096	17,000	12/20/2024	3/9/2025
697	Waterford Lakes	1444 N. Alafaya Trail	Orlando	FL	32828	15,000	12/20/2024	3/9/2025
699	Hurst	1403 W Pipeline Rd	Hurst	TX	76053	14,996	12/20/2024	3/9/2025
701	Kingston	950 Miron Lane	Kingston	NY	12401	12,234	12/20/2024	3/9/2025
705	Miami (Mid Town)	3401 N Miami Avenue #126	Miami	FL	33127	10,830	12/20/2024	3/9/2025
706	Winchester	143 Market Street	Winchester	VA	22603	12,000	12/20/2024	3/9/2025
707	Chula Vista (Otay Ranch Twn Cntr)	2015 Birch Road	Chula Vista	CA	91915	15,541	12/20/2024	3/9/2025
708	Port St Lucie	1745 NW St Lucie West Blvd	Port St Lucie	FL	34986	13,130	12/20/2024	3/9/2025
710	Clifton	385 Route 3	Clifton	NJ	07014	11,071	12/20/2024	3/9/2025
712	Princeton	670 Nassau Park Blvd	Princeton	NJ	08540	12,000	12/20/2024	3/9/2025
713	Hamilton	180 Marketplace Blvd	Hamilton	NJ	08691	12,000	12/20/2024	3/9/2025
714	Moorestown	1180 Nixon Drive	Mt. Laurel	NJ	08054	13,381	12/20/2024	3/9/2025
715	Millville	2148 N 2nd St	Millville	NJ	08332	10,463	12/20/2024	3/9/2025
716	Sicklerville	611 Cross Keys Road	Sicklerville	NJ	08081	16,677	12/20/2024	3/9/2025
717	Voorhees	79 Route 73 & Cooper Rd	Voorhees	NJ	08043	12,000	12/20/2024	3/9/2025
718	Yonkers	2630 Central Park Avenue	Yonkers	NY	10710	17,500	12/20/2024	3/9/2025
727	Bethlehem	2404 Catasauqua Rd	Bethlehem	PA	18018	9,800	12/20/2024	3/9/2025
728	Whitehall	2536 Macarthur Rd	Whitehall	PA	18052	14,147	12/20/2024	3/9/2025
734	Rockaway	357 Mount Hope Avenue	Rockaway	NJ	07866	46,000	12/20/2024	3/9/2025
737	Atlanta	4743-A Ashford Dunwoody Road	Atlanta	GA	30338	11,933	12/20/2024	3/9/2025
738	Lanham (Woodmore Twn Cntr)	9101 Woodmore Centre Drive	Lanham	MD	20706	13,372	12/20/2024	3/9/2025
739	Burleson	1107 N Burleson Blvd	Burleson	TX	76028	9,042	12/20/2024	3/9/2025
741	New York City (Columbus Ave)	660 Columbus Avenue	New York	NY	10025	12,707	12/20/2024	3/9/2025
745	Paramus (Rt 4)	165 W Rt 4	Paramus	NJ	07652	13,644	12/20/2024	3/9/2025
746	Paramus (Rt 17)	669 N Rt 17	Paramus	NJ	07652	10,833	12/20/2024	3/9/2025
747	Bridgewater	730 Rte 202	Bridgewater	NJ	08807	12,541	12/20/2024	3/9/2025
748	Edgewater	509 River Rd	Edgewater	NJ	07020	11,890	12/20/2024	3/9/2025
749	Huntington Beach	16100 Beach Blvd	Huntington Beach	CA	92647	14,054	12/20/2024	3/9/2025
750	Riverside	2550 Canyon Springs Pkwy	Riverside	CA	92507	15,625	12/20/2024	3/9/2025
751	Laguna Niguel	27110 Alicia Pkwy	Laguna Niguel	CA	92677	15,000	12/20/2024	3/9/2025
752	Reseda	19389 Victory Blvd	Reseda	CA	91335	13,200	12/20/2024	3/9/2025
753	Williamsport	1738 E. 3rd Street	Williamsport	PA	17701	13,100	12/20/2024	3/9/2025
754	League City	2560 Gulf Freeway South	League City	TX	77573	12,000	12/20/2024	3/9/2025
757	Richmond	5466 West Grand Parkway South	Richmond	TX	77406	12,325	12/20/2024	3/9/2025
758	Houston (Copperfield)	6757 Highway 6 North	Houston	TX	77084	23,500	12/20/2024	3/9/2025
759	Beaumont	5725 Eastex Freeway	Beaumont	TX	77706	15,000	12/20/2024	3/9/2025
760	Indio	42800 Jackson Ave	Indio	CA	92203	20,390	12/20/2024	3/9/2025
761	Webster	1001 Bay Area Blvd.	Webster	TX	77598	18,643	12/20/2024	3/9/2025
763	West Des Moines	6503 Mills Civic Pkwy	West Des Moines	IA	50266	12,680	12/20/2024	3/9/2025
786	Houston (Wallisville Rd)	5946 East Sam Houston Pkwy North	Houston	TX	77049	12,000	12/20/2024	3/9/2025
807	Pearland	2608 Smith Ranch Rd	Pearland	TX	77584	12,000	12/20/2024	3/9/2025
808	Gulfgate	516 Gulfgate Center Mall	Houston	TX	77087	11,850	12/20/2024	3/9/2025
809	Woodland	1386 E. Main Street	Woodland	CA	95776	12,712	12/20/2024	3/9/2025
810	Cupertino	20740 Stevens Creek Blvd.	Cupertino	CA	95014	18,000	12/20/2024	3/9/2025
811	Edinburg	305 E. Trenton Road	Edinburg	TX	78539	12,000	12/20/2024	3/9/2025
813	Columbus	1171 N National Avenue	Columbus	IN	47201	14,800	12/20/2024	3/9/2025
816	Monroeville	275 Monroeville Mall	Monroeville	PA	15146	15,435	12/20/2024	3/9/2025
817	Mokena	11375 Lincoln Hwy	Mokena	IL	60448	12,600	12/20/2024	3/9/2025
820	Crestwood	13220 S. Cicero Ave.	Crestwood	IL	60418	16,129	12/20/2024	3/9/2025
822	Valparaiso	2410 Laporte Ave.	Valparaiso	IN	46383	9,765	12/20/2024	3/9/2025
827	Stafford	1240 Stafford Market Pl.	Stafford	VA	22556	12,800	12/20/2024	3/9/2025
828	Delran	4004 U.S. 130	Delran	NJ	08075	10,126	12/20/2024	3/9/2025
829	McDonough	1554 HWY 20 West	McDonough	GA	30253	12,000	12/20/2024	3/9/2025
836	White Plains	431 Tarrytown Rd	White Plains	NY	10607	12,430	12/20/2024	3/9/2025
839	Ellisville	15909 Manchester Rd	Ellisville	MO	63011	15,667	12/20/2024	3/9/2025

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Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
840	Knoxville	8503 Kingston Pike	Knoxville	TN	37919	11,646	12/20/2024	3/9/2025
841	Knoxville	2901 Tazewell Pike	Knoxville	TN	37918	13,268	12/20/2024	3/9/2025
842	Knoxville	11334 Parkside Drive	Knoxville	TN	37934	14,662	12/20/2024	3/9/2025
843	Chesapeake (Portsmouth)	4107 Portsmouth Blvd.	Chesapeake	VA	23321	14,002	12/20/2024	3/9/2025
846	Nanuet	123 Rockland Center	Nanuet	NY	10954	14,963	12/20/2024	3/9/2025
849	Saginaw	2918 Tittabawassee Rd	Saginaw	MI	48604	13,874	12/20/2024	3/9/2025
850	Bridgeville	1155 Washington Pike	Bridgeville	PA	15017	14,218	12/20/2024	3/9/2025
852	Dover	1047 North Dupont Hwy	Dover	DE	19901	12,000	12/20/2024	3/9/2025
853	Everett (Everett Mall)	1402 SE Everett Mall Way	Everett	WA	98208	12,600	12/20/2024	3/9/2025
854	Overton Park (Ft Worth)	4826 SW Loop 820	Fort Worth	TX	76109	12,389	12/20/2024	3/9/2025
857	Tomball	28591 Tomball Parkway	Tomball	TX	77375	11,812	12/20/2024	3/9/2025
860	Bronx (E Fordham Rd)	1 Fordham Plaza	Bronx	NY	10458	10,313	12/20/2024	3/9/2025
861	Pickerington	10701 Blacklist Eastern Road	Pickerington	OH	43147	12,685	12/20/2024	3/9/2025
862	Brunswick	40 Altama Village Drive	Brunswick	GA	31525	11,130	12/20/2024	3/9/2025
866	Winter Springs	5916 Red Bug Lake Rd	Winter Springs	FL	32708	14,123	12/20/2024	3/9/2025
868	Port Arthur	2770 Hwy 365	Port Arthur	TX	77640	14,284	12/20/2024	3/9/2025
874	Costa Mesa	2200 Harbor Blvd	Costa Mesa	CA	92627	14,000	12/20/2024	3/9/2025
876	Redding	1613 Hilltop Drive	Redding	CA	96,002	10,305	12/20/2024	3/9/2025
877	Aiken	1396 Whiskey Road	Aiken	SC	29803	12,500	12/20/2024	3/9/2025
879	Lake Worth	6628 Lake Worth Blvd	Lake Worth	TX	76135	13,721	12/20/2024	3/9/2025
880	Wappingers Falls	1701 Route 9	Wappinger's Falls	NY	12590	12,000	12/20/2024	3/9/2025
882	Citrus Heights	6302 Sunrise Blvd	Citrus Heights	CA	95610	11,700	12/20/2024	3/9/2025
883	Menifee	30115 Haun Road	Menifee	CA	92584	12,093	12/20/2024	3/9/2025
884	Clark	1255 Raritan Road	Clark	NJ	07066	11,200	12/20/2024	3/9/2025
887	Waterbury	910 Wolcott Street	Waterbury	CT	06705	7,933	12/20/2024	3/9/2025
889	Hamden	2100 Dixwell Avenue	Hamden	CT	06514	12,000	12/20/2024	3/9/2025
890	Longmont	1240 South Hover St	Longmont	CO	80501	15,300	12/20/2024	3/9/2025
891	Lexington	127 W Tiverton Way	Lexington	KY	40503	12,325	12/20/2024	3/9/2025
892	Spokane Valley	13806 E. Indiana Avenue	Spokane Valley	WA	99216	12,500	12/20/2024	3/9/2025
897	Vancouver	8920 NE 5th AVE	VANCOUVER	WA	98665	11,000	12/20/2024	3/9/2025
898	Florence	114 Woody Jones Blvd	Florence	SC	29501	12,000	12/20/2024	3/9/2025
901	Simsbury	530 Bushy Hill Road	Simsbury	CT	06070	12,180	12/20/2024	3/9/2025
902	Bristol	574 Pinnacle Parkway	Bristol	TN	37,620	15,000	12/20/2024	3/9/2025
904	South Burlington	215 Dorset Street	South Burlington	VT	05403	26,357	12/20/2024	3/9/2025
905	Bowling Green	1865 Campbell Lane Suite 300	Bowling Green	KY	42104	11,360	12/20/2024	3/9/2025
907	Council Bluffs	3271 Marketplace Drive	Council Bluffs	IA	51501	15,000	12/20/2024	3/9/2025
912	Norwalk	500 Connecticut Ave	Norwalk	CT	06854	12,693	12/20/2024	3/9/2025
913	Fairfield	2009 Black Rock Tpke	Fairfield	CT	06825	12,765	12/20/2024	3/9/2025
914	St. Augustine	440 CBL Drive	St. Augustine	FL	32086	15,000	12/20/2024	3/9/2025
923	Naples	4377 Tamiami Trail North	Naples	FL	34103	18,676	12/20/2024	3/9/2025
924	Southfield	29800 Southfield Rd	Southfield	MI	48076	22,455	12/20/2024	3/9/2025
930	Aurora	7555 Market Place Drive	Aurora	OH	44202	18,000	12/20/2024	3/9/2025
931	Cypress	28640 Highway 290	Cypress	TX	77433	15,000	12/20/2024	3/9/2025
932	Elgin	214 S Randall Rd	Elgin	IL	60123	15,070	12/20/2024	3/9/2025
936	Wichita (Rock Rd)	3411 N Rock Rd	Wichita	KS	67226	8,750	12/20/2024	3/9/2025
937	Wichita (Kellogg Dr)	6866 W Kellogg Dr	Wichita	KS	67209	9,200	12/20/2024	3/9/2025
938	Overland Park	8400 W 135th St	Overland Park	KS	66223	11,000	12/20/2024	3/9/2025
940	Santa Fe	528 W Cordova Rd	Santa Fe	NM	87505	13,000	12/20/2024	3/9/2025
941	Glendale	8026 West Bell Road	Glendale	AZ	85308	14,289	12/20/2024	3/9/2025
942	Albuquerque (Wyoming Blvd)	4410 Wyoming Blvd NE	Albuquerque	NM	87111	13,875	12/20/2024	3/9/2025
943	Phoenix (Peoria Ave)	2738 W Peoria Ave	Phoenix	AZ	85029	10,654	12/20/2024	3/9/2025
944	Tucson (Broadway)	5566 E Broadway	Tucson	AZ	85711	14,000	12/20/2024	3/9/2025
945	Tucson (Calle Santa Cruz)	5367 S Calle Santa Cruz	Tucson	AZ	85706	12,000	12/20/2024	3/9/2025
946	Albuquerque (Coors Byp)	10254 Coors Byp NW	Albuquerque	NM	87114	11,113	12/20/2024	3/9/2025
947	Goodyear	1805 N. Pebble Creek Pkwy.	Goodyear	AZ	85395	15,068	12/20/2024	3/9/2025
948	Scottsdale	15745 N. Hayden Road	Scottsdale	AZ	85260	11,000	12/20/2024	3/9/2025
949	Phoenix (Cactus Rd)	4533 E Cactus Rd	Phoenix	AZ	85032	14,687	12/20/2024	3/9/2025
950	Mesa (Baseline Rd)	1236 E Baseline Rd	Mesa	AZ	85204	12,000	12/20/2024	3/9/2025
951	Phoenix (Encanto Blvd)	7515 W Encanto Blvd	Phoenix	AZ	85035	12,000	12/20/2024	3/9/2025
952	Phoenix (Ray Rd)	4715 E. Ray Road	Phoenix	AZ	85044	13,567	12/20/2024	3/9/2025
953	Chandler	2770 E Germann Rd	Chandler	AZ	85286	12,000	12/20/2024	3/9/2025
954	Mesa (Dobson Rd)	821 N Dobson Rd	Mesa	AZ	85201	12,000	12/20/2024	3/9/2025
955	Gilbert	5364 S Power Rd	Gilbert	AZ	85295	12,000	12/20/2024	3/9/2025
957	Phoenix (Happy Valley Rd)	2501 W Happy Valley Rd	Phoenix	AZ	85085	12,000	12/20/2024	3/9/2025
963	Apopka	2370 E Semoran Blvd.	Apopka	FL	32703	13,600	12/20/2024	3/9/2025
964	Clifton Park	54 The Crossing Boulevard	Clifton Park	NY	12065	12,672	12/20/2024	3/9/2025
965	Huntington Park	7600 S Alameda St	Huntington Park	CA	90255	11,507	12/20/2024	3/9/2025
967	Victor	44 Square Drive	Victor	NY	14564	12,000	12/20/2024	3/9/2025
968	Hanford	1842 W Lacey Ave	Hanford	CA	93230	15,980	12/20/2024	3/9/2025
969	Union Gap	17 East Valley Mall Blvd	Union Gap	WA	98903	12,000	12/20/2024	3/9/2025
970	Sevierville	713 Winfield Dunn Pkwy	Sevierville	TN	37876	10,000	12/20/2024	3/9/2025
971	Houston (Greenspoint)	10245 North Fwy	Houston	TX	77037	13,280	12/20/2024	3/9/2025
973	New Caney	21680 Market Place Drive	New Caney	TX	77357	12,000	12/20/2024	3/9/2025

Party City
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Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
974	Spring	6600 Spring Stueber Rd	Spring	TX	77389	12,500	12/20/2024	3/9/2025
975	Howell	4771 US Route 9	Howell	NJ	07731	13,471	12/20/2024	3/9/2025
976	Culver City	11000 Jefferson Blvd	Culver City	CA	90230	11,124	12/20/2024	3/9/2025
977	Lakewood	5919 Lakewood Town Center Blvd. SW	Lakewood	WA	98499	15,564	12/20/2024	3/9/2025
980	Canton	2243 Cumming Highway	Canton	GA	30115	8,000	12/20/2024	3/9/2025
981	Richland	2907 Queensgate Drive	Richland	WA	99352	12,500	12/20/2024	3/9/2025
989	Clarksville	2850 Wilma Rudolph Blvd	Clarksville	TN	37040	15,330	12/20/2024	3/9/2025
990	Odessa	3875 East 42nd Street	Odessa	TX	79762	10,000	12/20/2024	3/9/2025
992	Austin (Frontage Rd)	9600 S IH 35 Frontage Rd.	Austin	TX	78748	15,000	12/20/2024	3/9/2025
993	Rialto	1295 W. Renaissance Pkwy.	Rialto	CA	92376	12,000	12/20/2024	3/9/2025
994	Elmira	845 County Road 64	Elmira	NY	14903	10,000	12/20/2024	3/9/2025
995	Greenville	703 SE Greenville Blvd.	Greenville	NC	27858	12,000	12/20/2024	3/9/2025
996	Medford	3657 Crater Lake Highway	Medford	OR	97504	11,000	12/20/2024	3/9/2025
997	Burlington	635 Huffman Mill Road	Burlington	NC	27215	12,000	12/20/2024	3/9/2025
998	Asheville	80 S Tunnel Rd	Asheville	NC	28805	15,033	12/20/2024	3/9/2025
1011	Jackson	1253 Vann Drive	Jackson	TN	38305	8,155	12/20/2024	3/9/2025
1015	Newark	1297 Churchman's Road	Newark	DE	19713	11,911	12/20/2024	3/9/2025
1020	Eatontown	50 NJ-36	Eatontown	NJ	07724	12,035	12/20/2024	3/9/2025
1021	Anchorage	3090 Mountain View	Anchorage	AK	99501	25,000	12/20/2024	3/9/2025
1024	Hazlet	3082 Hwy 35	Hazlet	NJ	07730	9,487	12/20/2024	3/9/2025
1025	Laredo	5506 San Bernando Ave	Laredo	TX	78041	11,942	12/20/2024	3/9/2025
1026	Garner	280 Shenstone Blvd	Garner	NC	27529	10,580	12/20/2024	3/9/2025
1027	Raleigh (Sumner)	3604 Sumner Boulevard	Raleigh	NC	27616	10,146	12/20/2024	3/9/2025
1028	Cary	203 Crossroads Blvd	Cary	NC	27518	9,970	12/20/2024	3/9/2025
1029	Manassas	10862 Sudley Manor Dr	Manassas	VA	20109	16,115	12/20/2024	3/9/2025
1030	Raleigh (Brier)	8081 Brier Creek Parkway	Raleigh	NC	27617	12,000	12/20/2024	3/9/2025
1032	Durham	5402 New Hope Commons Dr	Durham	NC	27707	12,125	12/20/2024	3/9/2025
1034	Birmingham	1608 Montclair Rd	Birmingham	AL	35210	15,000	12/20/2024	3/9/2025
1035	Huntsville	6275 University Dr NW	Huntsville	AL	35806	12,750	12/20/2024	3/9/2025
1036	Mobile	300 Azalea Rd	Mobile	AL	36609	16,851	12/20/2024	3/9/2025
1037	Birmingham	1615 Montgomery Hwy	Hoover	AL	35216	16,604	12/20/2024	3/9/2025
1038	Montgomery	2759 East Blvd	Montgomery	AL	36117	19,117	12/20/2024	3/9/2025
1039	Huntsville	2750 Carl T Jones Dr SE	Huntsville	AL	35802	12,800	12/20/2024	3/9/2025
1040	Birmingham	5287 Highway 280	Birmingham	AL	35242	14,167	12/20/2024	3/9/2025
1041	Spanish Fort	10200 Eastern Shore Blvd	Spanish Fort	AL	36527	12,750	12/20/2024	3/9/2025
1043	Harvey	1600 West Bank Expressway	Harvey	LA	70058	14,236	12/20/2024	3/9/2025
1044	Metairie	3009 Veterans Memorial Blvd	Metairie	LA	70002	10,350	12/20/2024	3/9/2025
1048	Baton Rouge	7054 Siegen Ln	Baton Rouge	LA	70809	13,050	12/20/2024	3/9/2025
1049	Mandeville	3371 Highway 190	Mandeville	LA	70471	12,500	12/20/2024	3/9/2025
1050	Gulfport	15212 Crossroads Pkwy	Gulfport	MS	39503	13,000	12/20/2024	3/9/2025
1051	Ft Walton Beach	99 Elgin Pkwy	Ft Walton Beach	FL	32548	11,990	12/20/2024	3/9/2025
1052	Anderson	150 Station Dr	Anderson	SC	29621	12,096	12/20/2024	3/9/2025
1053	Greenville	1117 Woodruff Rd	Greenville	SC	29607	12,000	12/20/2024	3/9/2025
1054	Spartanburg	150 E Blackstock Rd	Spartanburg	SC	29301	9,000	12/20/2024	3/9/2025
1056	Columbia (Irmo)	144 Harbison Blvd	Columbia	SC	29212	12,001	12/20/2024	3/9/2025
1057	Wilmington	4715 New Centre Dr Ste F	Wilmington	NC	28405	12,000	12/20/2024	3/9/2025
1058	Fayetteville	2065 Skibo Rd Unit 4	Fayetteville	NC	28314	14,000	12/20/2024	3/9/2025
1059	Greensboro (Lawndale)	2637 Lawndale Dr	Greensboro	NC	27408	12,000	12/20/2024	3/9/2025
1060	Greensboro (Windover)	5408-A Sapp Rd	Greensboro	NC	27409	10,625	12/20/2024	3/9/2025
1061	Winston	566 S Stratford Rd	Winston Salem	NC	27103	12,500	12/20/2024	3/9/2025
1062	Hickory	1942 Catawba Valley Blvd SE	Hickory	NC	28602	12,000	12/20/2024	3/9/2025
1063	Mooreville	590 F River Hwy	Mooreville	NC	28117	12,000	12/20/2024	3/9/2025
1064	Gastonia	3686 E Franklin Blvd	Gastonia	NC	28056	11,970	12/20/2024	3/9/2025
1066	Concord	6110 Bayfield Pkwy	Concord	NC	28027	11,957	12/20/2024	3/9/2025
1067	Charlotte (South Blvd)	5407 South Blvd	Charlotte	NC	28217	11,766	12/20/2024	3/9/2025
1068	Pineville	7601-A Pineville Matthews Rd	Charlotte	NC	28226	15,742	12/20/2024	3/9/2025
1069	Charlotte (Galleria)	1816 Galleria Blvd	Charlotte	NC	28270	11,500	12/20/2024	3/9/2025
1070	Charlotte (Northlake)	9320 Center Lake Drive	Charlotte	NC	28216	12,775	12/20/2024	3/9/2025
1071	Frisco	3333 Preston Rd	Frisco	TX	75034	10,495	12/20/2024	3/9/2025
1072	Westminster (Delaware St)	14458 Delaware St	Westminster	CO	80023	8,500	12/20/2024	3/9/2025
1073	Okc Edmond	526 S Bryant Ave	Edmond	OK	73034	14,483	12/20/2024	3/9/2025
1075	Norman	552 ED Noble Parkway	Norman	OK	73072	13,366	12/20/2024	3/9/2025
1077	Okc Memorial	13830 North Pennsylvania Avenue	Oklahoma City	OK	73134	14,017	12/20/2024	3/9/2025
1079	Okc Main Store	6413 SW 3rd St.	Oklahoma City	OK	73128	11,004	12/20/2024	3/9/2025
1090	Owings Mills	10385 Reisterstown Rd	Owings Mills	MD	21117	11,604	12/20/2024	3/9/2025
1091	Catonsville	6508 Baltimore National Pike	Baltimore	MD	21228	8,800	12/20/2024	3/9/2025
1092	East Point	7929 Eastern Ave	Baltimore	MD	21224	11,654	12/20/2024	3/9/2025
1093	Rockville	1500 Rockville Pike	Rockville	MD	20852	13,256	12/20/2024	3/9/2025
1095	Frederick	5600 Urbana Pike Ste C	Frederick	MD	21704	10,653	12/20/2024	3/9/2025
1096	Gaithersburg	295 Kentlands Blvd	Gaithersburg	MD	20878	11,146	12/20/2024	3/9/2025
1097	Columbia	6181 Old Dobbin Ln	Columbia	MD	21045	10,912	12/20/2024	3/9/2025
1098	Hagerstown	17682 Garland Groh Blvd	Hagerstown	MD	21740	8,444	12/20/2024	3/9/2025
1099	Towson	6311 York Rd	Baltimore	MD	21212	12,264	12/20/2024	3/9/2025

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1100	Wheaton	11006 Veirs Mill Road	Wheaton	MD	20902	11,291	12/20/2024	3/9/2025
1101	Santa Rosa	2675 Santa Rosa Ave	Santa Rosa	CA	95407	10,308	12/20/2024	3/9/2025
1102	Tampa (Dale Mbry Hwy)	418 N Dale Mabry Hwy	Tampa	FL	33609	9,500	12/20/2024	3/9/2025
1106	Brandon	145 Brandon Town Center Dr	Brandon	FL	33511	12,300	12/20/2024	3/9/2025
1108	St Petersburg	8051A Dr Martin Luther King Jr St N	St Petersburg	FL	33702	11,940	12/20/2024	3/9/2025
1109	Independence	19850 E. Jackson Drive	Independence	MO	64057	20,000	12/20/2024	3/9/2025
1111	Tyler	4801 S. Broadway Ave	Tyler	TX	75703	12,000	12/20/2024	3/9/2025
1113	Amarillo	8511 West Interstate, I-40	Amarillo	TX	79121	12,546	12/20/2024	3/9/2025
1114	Rockwall	1107 Ridge Road	Rockwall	TX	75087	12,000	12/20/2024	3/9/2025
1115	Lee'S Summit	940 NE Sam Walton Lane	Lees Summit	MO	64086	12,000	12/20/2024	3/9/2025
1118	Beaverton	8905 SW Cascade Ave	Beaverton	OR	97008	11,430	12/20/2024	3/9/2025
1119	Kansas City (N Booth)	8373 N. Booth Avenue	Kansas City	MO	64158	12,035	12/20/2024	3/9/2025
1122	Roanoke	1410 Towne Square Blvd NW	Roanoke	VA	24012	9,598	12/20/2024	3/9/2025
1123	Conroe	1306 W. Davis Street	Conroe	TX	77304	15,150	12/20/2024	3/9/2025
1124	College Station	1659 Texas Avenue South	College Station	TX	77840	11,250	12/20/2024	3/9/2025
1125	Killeen	1500B. Lowes Blvd.	Killeen	TX	76542	14,125	12/20/2024	3/9/2025
1126	Longview	1011 Wal Street	Longview	TX	75605	15,000	12/20/2024	3/9/2025
1127	Midland	4612 Billingsley Blvd.	Midland	TX	79705	11,595	12/20/2024	3/9/2025
1129	Texarkana	2315 Richmond Road	Texarkana	TX	75503	11,500	12/20/2024	3/9/2025
1130	Waco	2800 W. Loop 340	Waco	TX	76711	12,000	12/20/2024	3/9/2025
1133	Abilene	3536 S. Clack Street	Abilene	TX	79606	10,000	12/20/2024	3/9/2025
1134	Harlingen	914 Dixieland Rd	Harlingen	TX	78550	11,250	12/20/2024	3/9/2025
1135	St. Louis Park	5825 Excelsior Boulevard	St. Louis Park	MN	55416	12,000	12/20/2024	3/9/2025
1138	Maplewood	3000 White Bear Ave N	Maplewood	MN	55109	13,789	12/20/2024	3/9/2025
1139	Coon Rapids	3360 124th Ave NW	Coon Rapids	MN	55433	11,112	12/20/2024	3/9/2025
1140	Apple Valley	7365 153rd St W	Apple Valley	MN	55124	11,000	12/20/2024	3/9/2025
1141	Bloomington	7989 1/2 Southtown Center	Bloomington	MN	55431	10,987	12/20/2024	3/9/2025
1142	El Paso (Joe Battle Blvd)	1842 Joe Battle Blvd	El Paso	TX	79936	12,000	12/20/2024	3/9/2025
1143	El Paso (Sunland Park Dr)	655 Sunland Park Dr	El Paso	TX	79912	8,373	12/20/2024	3/9/2025
1144	Fargo	4340 13th Ave S	Fargo	ND	58103	12,021	12/20/2024	3/9/2025
1145	Grand Forks	2861 32nd Ave S	Grand Forks	ND	58201	7,055	12/20/2024	3/9/2025
1146	Minot	2400 10th St. SW	Minot	ND	58701	8,318	12/20/2024	3/9/2025
1147	El Paso (Gateway Blvd W)	8889 Gateway Boulevard West	El Paso	TX	79925	12,014	12/20/2024	3/9/2025
1148	Roseville	2487 Fairview Ave N	Roseville	MN	55113	10,801	12/20/2024	3/9/2025
1149	St Cloud	3959 2nd St S	St Cloud	MN	56301	10,771	12/20/2024	3/9/2025
1150	Chanhassen	830 W 78th St	Chanhassen	MN	55317	8,765	12/20/2024	3/9/2025
1151	Woodbury	1505 Queens Dr	Woodbury	MN	55125	13,115	12/20/2024	3/9/2025
1152	Maple Grove	12810 Elm Creek Blvd N	Maple Grove	MN	55369	12,035	12/20/2024	3/9/2025
1156	Tuscaloosa	1800 McFarland Blvd E	Tuscaloosa	AL	35404	11,218	12/20/2024	3/9/2025
1158	Baytown	6616 Garth Rd	Baytown	TX	77521	8,553	12/20/2024	3/9/2025
1159	Fairlawn	3737 W Market St	Fairlawn	OH	44333	9,180	12/20/2024	3/9/2025
1160	Rogers	2203 S Promenade Blvd	Rogers	AR	72758	10,107	12/20/2024	3/9/2025
1161	Tulsa (Memorial)	10111 East 71st Street	Tulsa	OK	74133	12,635	12/20/2024	3/9/2025
1162	Tulsa (Southroads)	5301 E 41st St	Tulsa	OK	74135	12,394	12/20/2024	3/9/2025
1163	San Luis Obispo	271-A Madonna Rd.	San Luis Obispo	CA	93405	10,036	12/20/2024	3/9/2025
1165	Temple	3060 S. 31st Street	Temple	TX	76502	15,000	12/20/2024	3/9/2025
1167	San Rafael	580 Francisco Blvd W	San Rafael	CA	94901	9,970	12/20/2024	3/9/2025
1168	Baileys Crossroads	5522 Leesburg Pike Ste B	Baileys Crossroads	VA	22041	11,900	12/20/2024	3/9/2025
1169	Fairfax	10700 Fairfax Blvd	Fairfax	VA	22030	11,985	12/20/2024	3/9/2025
1170	Springfield	601 West Baltimore Pike	Springfield	PA	19064	12,152	12/20/2024	3/9/2025
1171	Philadelphia (Cottman Ave)	2201 Cottman Ave	Philadelphia	PA	19149	9,953	12/20/2024	3/9/2025
1172	York	2801 E Market St	York	PA	17402	10,247	12/20/2024	3/9/2025
1173	Harrisburg	5125 Jonestown Rd	Harrisburg	PA	17112	10,820	12/20/2024	3/9/2025
1174	Wyomissing	2785 Papermill Rd	Wyomissing	PA	19610	12,000	12/20/2024	3/9/2025
1175	Mechanicsburg	6499 Carlisle Pike	Mechanicsburg	PA	17050	11,946	12/20/2024	3/9/2025
1176	Lancaster	1700 Fruitville Pike Ste C	Lancaster	PA	17601	11,491	12/20/2024	3/9/2025
1177	Exton	201 W Lincoln Hwy	Exton	PA	19341	15,000	12/20/2024	3/9/2025
1178	Philadelphia (Roosevelt Blvd)	10500 Roosevelt Blvd	Philadelphia	PA	19116	11,500	12/20/2024	3/9/2025
1179	North Wales	163 Witchwood Dr	North Wales	PA	19454	11,430	12/20/2024	3/9/2025
1180	Warminster	924 W Street Rd	Warminster	PA	18974	11,385	12/20/2024	3/9/2025
1181	Philadelphia (Oregon Ave)	330 W Oregon Ave	Philadelphia	PA	19148	12,150	12/20/2024	3/9/2025
1182	Plymouth Meeting	2470 Chemical Rd	Plymouth Meeting	PA	19462	8,580	12/20/2024	3/9/2025
1183	Fairless Hills	461 S Oxford Valley Rd	Fairless Hills	PA	19030	11,551	12/20/2024	3/9/2025
1185	Pottstown	230 Upland Square Drive	Pottstown	PA	19464	9,000	12/20/2024	3/9/2025
1186	Woodbridge	14026 Shoppers Best Way	Woodbridge	VA	22192	9,050	12/20/2024	3/9/2025
1187	Sterling	47100 Community Plz	Sterling	VA	20164	12,500	12/20/2024	3/9/2025
1188	Chantilly	14409 Chantilly Crossing Ln	Chantilly	VA	20151	12,000	12/20/2024	3/9/2025
1189	Leesburg	510-A East Market St	Leesburg	VA	20176	12,000	12/20/2024	3/9/2025
1191	Bismarck	807 S. 7th Street	Bismarck	ND	58504	10,500	12/20/2024	3/9/2025
1192	Austin (Hwy 35)	5441 North Interstate Highway 35	Austin	TX	78723	10,750	12/20/2024	3/9/2025
1193	Lynnwood	2617 196th St SW	Lynnwood	WA	98036	11,434	12/20/2024	3/9/2025
1194	Nashville (Lebanon)	3177 Lebanon Pike	Nashville	TN	37214	12,294	12/20/2024	3/9/2025
1195	Brentwood	1630 Galleria Blvd	Brentwood	TN	37027	11,889	12/20/2024	3/9/2025

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Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
1196	Chattanooga	2210-B Hamilton Pkwy Blvd	Chattanooga	TN	37421	20,841	12/20/2024	3/9/2025
1197	Nashville (Charlotte)	6622 Charlotte Pike	Nashville	TN	37209	12,000	12/20/2024	3/9/2025
1198	Columbia	6090 Garners Ferry Road	Columbia	SC	29209	10,827	12/20/2024	3/9/2025
1199	Surprise	13220 N Prasad Pkwy	Surprise	AZ	85388	#N/A	12/20/2024	3/9/2025
1200	Pasadena	8044 Ritchie Hwy	Pasadena	MD	21122	13,804	12/20/2024	3/9/2025
1202	Merrick	1692 Merrick Rd	Merrick	NY	11566	#N/A	12/20/2024	3/9/2025
1203	Pleasant Hill	545 Contra Costa Blvd	Pleasant Hill	CA	94523	12,000	12/20/2024	3/9/2025
1211	Redwood City	1289 Veterans Blvd	Redwood City	CA	94063	11,015	12/20/2024	3/9/2025
1219	Fremont (Christy St.)	39210 Fremont HUB	Fremont	CA	94538	25,000	12/20/2024	3/9/2025
1221	Rochester (Ridge Rd)	2373 Ridge Rd W	Rochester	NY	14626	24,010	12/20/2024	3/9/2025
1223	Rochester (Jefferson Rd)	700 Jefferson Rd	Rochester	NY	14623	15,000	12/20/2024	3/9/2025
1224	Cheektowaga	145 Galleria Drive	Cheektowaga	NY	14225	16,073	12/20/2024	3/9/2025
1225	Williamsville	5097 Transit Rd	Williamsville	NY	14221	12,500	12/20/2024	3/9/2025
1226	Erie	1908 Keystone Dr	Erie	PA	16509	13,330	12/20/2024	3/9/2025
1227	Albany	165 Washington Ave Ext	Albany	NY	12205	12,058	12/20/2024	3/9/2025
1228	Johnson City	420 Harry L Dr	Johnson City	NY	13790	12,000	12/20/2024	3/9/2025
1230	Blasdell	4408 Milestrip Rd	Blasdell	NY	14219	18,052	12/20/2024	3/9/2025
1231	Jacksonville (San Jose Blvd)	11112 San Jose Blvd Ste 12	Jacksonville	FL	32223	#N/A	12/20/2024	3/9/2025
1232	Jacksonville (Argyle Forest Blvd)	6001 Argyle Forest Blvd	Jacksonville	FL	32244	#N/A	12/20/2024	3/9/2025
1233	Jacksonville (Atlantic Blvd)	9400 Atlantic Blvd	Jacksonville	FL	32225	#N/A	12/20/2024	3/9/2025
1235	Springfield	2620 S Campbell Ave	Springfield	MO	65807	#N/A	12/20/2024	3/9/2025
1236	Stamford	2275 Summer St	Stamford	CT	06905	#N/A	12/20/2024	3/9/2025
1237	Savannah	8108 Abercorn St	Savannah	GA	31406	#N/A	12/20/2024	3/9/2025
1239	San Diego (Rio San Diego Dr)	8330 Rio San Diego Dr	San Diego	CA	92108	#N/A	12/20/2024	3/9/2025
1240	San Diego (Rosecrans St)	3309 Rosecrans St	San Diego	CA	92110	#N/A	12/20/2024	3/9/2025
1241	San Diego (Carmel Mountain Rd)	11465 Carmel Mountain Rd	San Diego	CA	92128	#N/A	12/20/2024	3/9/2025
1242	San Diego (Genesee Ave)	4251 Genesee Ave	San Diego	CA	92117	#N/A	12/20/2024	3/9/2025
1243	Temecula	40486 Winchester Rd	Temecula	CA	92591	#N/A	12/20/2024	3/9/2025
1244	Charleston	946 Orleans Road	Charleston	SC	29407	#N/A	12/20/2024	3/9/2025
1301	Roseville (Stanford Ranch)	6748 Stanford Ranch Rd	Roseville	CA	95678	18,859	12/20/2024	3/9/2025
1304	Elk Grove	7440 Laguna Blvd	Elk Grove	CA	95758	9,025	12/20/2024	3/9/2025
1305	Folsom (E. Bidwell St.)	2780 E Bidwell St	Folsom	CA	95630	9,048	12/20/2024	3/9/2025
1401	Lancaster (Valley Central Way)	44600 Valley Central Way	Lancaster	CA	93536	13,465	12/20/2024	3/9/2025
1504	Burbank (Hollywood Way)	2011 N Hollywood Way	Burbank	CA	91505	8,000	12/20/2024	3/9/2025
1506	Torrance (Crenshaw Blvd.)	25361 Crenshaw Blvd	Torrance	CA	90505	9,000	12/20/2024	3/9/2025
1508	Corona	390 N McKinley Street	Corona	CA	92879	10,000	12/20/2024	3/9/2025
1509	Upland	338 South Mountain Ave.	Upland	CA	91786	11,882	12/20/2024	3/9/2025
1510	Redlands	27588 W Lugonia Ave	Redlands	CA	92374	10,000	12/20/2024	3/9/2025
1514	Mission Viejo (Marguerite Pkwy.)	25410 Marguerite Pkwy	Mission Viejo	CA	92692	12,500	12/20/2024	3/9/2025
1515	Simi Valley	415 Cochran St	Simi Valley	CA	93065	12,000	12/20/2024	3/9/2025
1516	Oxnard	211 W Esplanade Dr	Oxnard	CA	93036	16,097	12/20/2024	3/9/2025
1517	Santa Clarita	27029 McBean Pkwy	Santa Clarita	CA	91355	9,710	12/20/2024	3/9/2025
1519	Victorville	12410 Amargosa Rd	Victorville	CA	92392	12,250	12/20/2024	3/9/2025
1521	Downey (Lakewood Blvd.)	12076 Lakewood Blvd	Downey	CA	90242	10,000	12/20/2024	3/9/2025
3201	Westminster (Sheridan Blvd)	9420 Sheridan Blvd	Westminster	CO	80031	12,076	12/20/2024	3/9/2025
3202	Lakewood	7000 W Alameda Ave	Lakewood	CO	80226	12,909	12/20/2024	3/9/2025
3203	Denver (Stapleton)	7757 E 36th Ave	Denver	CO	80238	10,010	12/20/2024	3/9/2025
3206	Aurora	23901 E Orchard Rd	Aurora	CO	80016	14,767	12/20/2024	3/9/2025
3301	Colorado Sprgs. (New Ctr. Point)	3036 New Center Pt	Colorado Springs	CO	80922	10,800	12/20/2024	3/9/2025
4000	Muskegon	5725 South Harvey St	Muskegon	MI	49444	12,888	12/20/2024	3/9/2025
4002	Appleton (College Sq.)	613 N. Westhill Blvd.	Appleton	WI	54914	22,568	12/20/2024	3/9/2025
4005	Onalaska	1228 Crossing Meadows Drive	Onalaska	WI	54650	12,000	12/20/2024	3/9/2025
4102	Flint (Miller Rd)	4339 Miller Road	Flint	MI	48507	18,907	12/20/2024	3/9/2025
4107	Kentwood	5114 28th St SE	Grand Rapids	MI	49512	10,322	12/20/2024	3/9/2025
4109	Portage	6805 South Westnedge Ave	Portage	MI	49002	15,701	12/20/2024	3/9/2025
4110	Madison Heights	32351 John R Road	Madison Heights	MI	48071	22,366	12/20/2024	3/9/2025
4111	Ann Arbor	2677 Oak Valley Dr	Ann Arbor	MI	48103	12,650	12/20/2024	3/9/2025
4117	Taylor	23269 Eureka Road	Taylor	MI	48180	19,200	12/20/2024	3/9/2025
4124	Novi	43741 W Oaks Dr	Novi	MI	48377	12,549	12/20/2024	3/9/2025
4133	Brighton	8057 Challis Rd	Brighton	MI	48116	10,400	12/20/2024	3/9/2025
4134	Orion Township	4846 S Baldwin Rd	Orion Township	MI	48359	12,910	12/20/2024	3/9/2025
4138	Holland (Spring Meadows)	6645 Airport Highway	Holland	OH	43528	13,500	12/20/2024	3/9/2025
4139	Huber Heights	8160 Old Troy Pike	Huber Heights	OH	45424	10,451	12/20/2024	3/9/2025
4140	W. Carrollton	2142 Miamisburg-Centerville Road	Dayton	OH	45459	14,735	12/20/2024	3/9/2025
5105	Bloomingtondale	152 S. Gary Avenue	Bloomingtondale	IL	60108	12,985	12/20/2024	3/9/2025
5113	Joliet	2661 Plainfield Rd	Joliet	IL	60435	12,720	12/20/2024	3/9/2025
5117	Chicago	2554 N Narragansett	Chicago	IL	60639	20,000	12/20/2024	3/9/2025
5119	Countryside	102 Countryside Plz	Countryside	IL	60525	12,000	12/20/2024	3/9/2025
5135	Mishawaka	5816 Grape Rd	Mishawaka	IN	46545	12,000	12/20/2024	3/9/2025
5136	Brown Deer	9150 N Green Bay Rd	Brown Deer	WI	53209	12,400	12/20/2024	3/9/2025
5137	Naperville	576 S Route 59	Naperville	IL	60540	11,987	12/20/2024	3/9/2025
5139	Moline	4371 16th St	Moline	IL	61265	10,512	12/20/2024	3/9/2025
5140	Brookfield	285 Discovery Drive	Brookfield	WI	53045	12,720	12/20/2024	3/9/2025

Party City
Exhibit A
Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
5141	West Allis	6718 W Greenfield Ave	West Allis	WI	53214	11,513	12/20/2024	3/9/2025
5148	Indianapolis (Hardigan St)	8703 Hardegan Street	Indianapolis	IN	46227	18,000	12/20/2024	3/9/2025
5149	Indianapolis	3622 Bethany Road	Indianapolis	IN	46268	13,800	12/20/2024	3/9/2025
5150	Fort Wayne	283 East Coliseum Blvd	Fort Wayne	IN	46805	12,615	12/20/2024	3/9/2025
5151	Marion	1420 Twixt Town Rd	Marion	IA	52302	21,495	12/20/2024	3/9/2025
5155	Louisville	4048 Taylorsville Rd	Louisville	KY	40220	14,400	12/20/2024	3/9/2025
5157	Omaha	12979 West Center Road	Omaha	NE	68144	18,666	12/20/2024	3/9/2025
5162	Fairview Height	10845 Lincoln Trail	Fairview Heights	IL	62208	12,000	12/20/2024	3/9/2025
5163	St. Louis (Lemay Plaza)	2560 Lemay Ferry Rd	Saint Louis	MO	63125	15,000	12/20/2024	3/9/2025
5168	Cincinnati	10204 Colerain Ave	Cincinnati	OH	45251	15,328	12/20/2024	3/9/2025
5174	Kenosha	7150 Green Bay Road	Kenosha	WI	53142	12,000	12/20/2024	3/9/2025
5175	Mentor	9134 Mentor Ave	Mentor	OH	44060	12,941	12/20/2024	3/9/2025
5177	North Olmsted	24800 Brookpark Road	North Olmsted	OH	44070	12,000	12/20/2024	3/9/2025
5178	Clarksville	305 Lewis and Clark Parkway	Clarksville	IN	47129	12,235	12/20/2024	3/9/2025
5179	Florence	7646 Mall Rd	Florence	KY	41042	18,095	12/20/2024	3/9/2025
5184	Madison	2139 Zeier Road	Madison	WI	53704	13,931	12/20/2024	3/9/2025
5187	Grand Island	2235 N Webb Rd	Grand Island	NE	68803	12,000	12/20/2024	3/9/2025
5189	Lincoln	3120 Pine Lake Road	Lincoln	NE	68516	10,033	12/20/2024	3/9/2025
5190	Champaign	2019 N Prospect Ave	Champaign	IL	61822	11,529	12/20/2024	3/9/2025
5193	Dublin	6655 Sawmill Road	Dublin	OH	43017	16,401	12/20/2024	3/9/2025
5198	Lafayette	311 Sagamore Pkwy N	Lafayette	IN	47904	14,822	12/20/2024	3/9/2025
5199	Highland	10229 Indianapolis Blvd	Highland	IN	46322	12,213	12/20/2024	3/9/2025
5202	St. Peters	293 Mid Rivers Mall Drive	Saint Peters	MO	63376	15,955	12/20/2024	3/9/2025
5203	Davenport	5255 Elmore Ave	Davenport	IA	52807	12,155	12/20/2024	3/9/2025
5205	Cape Girardeau	244 Siemens Dr	Cape Girardeau	MO	63,701	10,800	12/20/2024	3/9/2025
5207	Melrose Park	1222 Winston Plz	Melrose Park	IL	60160	14,160	12/20/2024	3/9/2025
5208	Hixson	5760 Highway 153	Hixson	TN	37343	12,000	12/20/2024	3/9/2025
5209	Springfield	3329 S Veterans Pkwy	Springfield	IL	62704	21,500	12/20/2024	3/9/2025
5210	Vernon Hills	555 East Townline Road	Vernon Hills	IL	60061	12,000	12/20/2024	3/9/2025
5213	St Clairsville	50825 Valley Plaza Dr	Saint Clairsville	OH	43950	12,000	12/20/2024	3/9/2025
5217	Middleburgh Heights	6935 Southland Drive	Middleburgh Heights	OH	44130	17,700	12/20/2024	3/9/2025
5220	Colonial Heights	1865 Southpark Blvd	Colonial Heights	VA	23834	10,225	12/20/2024	3/9/2025
5229	Peoria	5001 N. Big Hollow Road	Peoria	IL	61615	11,384	12/20/2024	3/9/2025
5231	Columbia	21 Conley Rd Ste K	Columbia	MO	65201	12,000	12/20/2024	3/9/2025
5242	Latham	873 New Loudon Rd	Latham	NY	12110	12,000	12/20/2024	3/9/2025
5249	Tampa	15064 N Dale Mabry Hwy	Tampa	FL	33618	11,021	12/20/2024	3/9/2025
5256	Hoffman Estates	19 Golf Ctr Ste 194	Hoffman Estates	IL	60169	13,000	12/20/2024	3/9/2025
5258	Syracuse (Erie Blvd)	3409 Erie Blvd. E.	Syracuse	NY	13214	12,000	12/20/2024	3/9/2025
5259	Green Bay	831 S Military Ave	Green Bay	WI	54304	15,540	12/20/2024	3/9/2025
5266	Niles	9471 N Milwaukee Ave	Niles	IL	60714	12,225	12/20/2024	3/9/2025
5268	Dickson City	630 Commerce Blvd	Dickson City	PA	18519	12,480	12/20/2024	3/9/2025
5273	North Canton	5557 Dressler Rd NW	North Canton	OH	44720	13,076	12/20/2024	3/9/2025
5274	Clarksburg	526 Emily Dr	Clarksburg	WV	26301	11,200	12/20/2024	3/9/2025
5275	Beavercreek	2720 Towne Dr Ste 400	Dayton	OH	45431	13,000	12/20/2024	3/9/2025
5276	Muncie	800 E McGalliard Rd	Muncie	IN	47303	12,000	12/20/2024	3/9/2025
5279	Columbus	3707 Easton Market	Columbus	OH	43219	13,050	12/20/2024	3/9/2025
5280	Newport News	12134 Jefferson Ave	Newport News	VA	23602	12,980	12/20/2024	3/9/2025
5281	Louisville	4631 Outer Loop	Louisville	KY	40219	14,420	12/20/2024	3/9/2025
5283	Gurnee	6675 Grand Ave Ste B	Gurnee	IL	60031	14,443	12/20/2024	3/9/2025
5285	Bradenton	845 Cortez Rd W	Bradenton	FL	34207	13,320	12/20/2024	3/9/2025
5289	Lakeland	4286 US Highway 98 N	Lakeland	FL	33809	12,000	12/20/2024	3/9/2025
5291	Cookeville	377 W Jackson St Ste 3B	Cookeville	TN	38501	12,112	12/20/2024	3/9/2025
5293	Cincinnati	5555 Glenway Ave	Cincinnati	OH	45238	12,840	12/20/2024	3/9/2025
5295	Geneva	1548 S Randall Rd	Geneva	IL	60134	13,000	12/20/2024	3/9/2025
5306	Westminster	405 N Center St Ste 30	Westminster	MD	21157	12,000	12/20/2024	3/9/2025
5318	Algonquin	704 S Randall Rd	Algonquin	IL	60102	10,920	12/20/2024	3/9/2025
5321	Avon	10123 US Route 36	Avon	IN	46123	16,585	12/20/2024	3/9/2025
5329	Ankeny	2010 SE Delaware Ave Ste 214	Ankeny	IA	50021	13,463	12/20/2024	3/9/2025
5330	O'Fallon	2935 Highway K	O'Fallon	MO	63368	15,000	12/20/2024	3/9/2025
5332	Sanford	2171 Wp Ball Blvd	Sanford	FL	32771	11,700	12/20/2024	3/9/2025
5334	Sioux City	5001 Sergeant Rd Ste 70	Sioux City	IA	51106	11,705	12/20/2024	3/9/2025
5337	Greenfield	5058 S 74th St	Greenfield	WI	53220	12,638	12/20/2024	3/9/2025
5340	Hamilton	3431 Princeton Rd # 105	Hamilton	OH	45011	10,741	12/20/2024	3/9/2025
5343	Shorewood	988 Brook Forest Ave	Shorewood	IL	60404	12,013	12/20/2024	3/9/2025
5346	Louisville	10230 Westport Rd	Louisville	KY	40241	10,000	12/20/2024	3/9/2025
5503	Cockeysville	9952 York Rd	Cockeysville	MD	21030	12,415	12/20/2024	3/9/2025
5513	Waldorf	2910 Festival Way	Waldorf	MD	20601	12,093	12/20/2024	3/9/2025
5518	Bel Air	622 Marketplace Drive	Bel Air	MD	21014	14,351	12/20/2024	3/9/2025
5520	Annapolis	2325H Forest Dr	Annapolis	MD	21401	11,614	12/20/2024	3/9/2025
5522	Lynchburg	3700 Candler's Mt Rd	Lynchburg	VA	24502	10,000	12/20/2024	3/9/2025
5523	N Charleston	7800 Rivers Avenue	North Charleston	SC	29406	13,120	12/20/2024	3/9/2025
5524	Salisbury	2640 N Salisbury Blvd	Salisbury	MD	21801	12,986	12/20/2024	3/9/2025
6001	W.Roxbury	1580 VFW Parkway	West Roxbury	MA	02132	18,055	12/20/2024	3/9/2025

Party City
Exhibit A
Store List

Store No.	Store	Address	City	State	Zip Code	Square Ft	Start Date	Last Day of Sale
6002	Saugus	1160 Broadway Space #1160C	Saugus	MA	01906	10,000	12/20/2024	3/9/2025
6004	Natick	321 Worcester Rd	Natick	MA	01760	20,387	12/20/2024	3/9/2025
6005	Quincy	120 Walter J. Hannon Parkway	Quincy	MA	02169	16,412	12/20/2024	3/9/2025
6006	Shrewsbury	100 Boston Tpke.	Shrewsbury	MA	01545	10,219	12/20/2024	3/9/2025
6012	Cranston	162 Hillside Rd.	Cranston	RI	02920	11,740	12/20/2024	3/9/2025
6013	Burlington	34 Cambridge St.	Burlington	MA	01803	9,601	12/20/2024	3/9/2025
6014	Enfield	90 Elm Street	Enfield	CT	06082	16,485	12/20/2024	3/9/2025
6015	Attleboro	1140 Newport Ave.	Attleboro	MA	02703	15,000	12/20/2024	3/9/2025
6017	Everett	8 Mystic View Road	Everett	MA	02149	12,191	12/20/2024	3/9/2025
6018	Bellingham	209 Hartford Ave.	Bellingham	MA	02019	9,092	12/20/2024	3/9/2025
6019	Portland	220 Maine Mall Rd.	South Portland	ME	04106	9,071	12/20/2024	3/9/2025
6022	Avon	15 Stockwell Drive	Avon	MA	02322	12,650	12/20/2024	3/9/2025
6025	St.Pete	1960 Tyrone Blvd.	St. Petersburg	FL	33710	11,015	12/20/2024	3/9/2025
6026	Raynham	600 South Street West	Raynham	MA	02767	12,065	12/20/2024	3/9/2025
6027	Clearwater	2539 Countryside Blvd	Clearwater	FL	33761	11,914	12/20/2024	3/9/2025
6028	Sarasota	3670 Bee Ridge Rd.	Sarasota	FL	34233	10,200	12/20/2024	3/9/2025
6030	N.Dartmouth	86 N. Dartmouth Mall	North Dartmouth	MA	02747	10,595	12/20/2024	3/9/2025
6034	Chelmsford	288 Chelmsford Street	Chelmsford	MA	01824	13,260	12/20/2024	3/9/2025
6038	Brighton	1660 Soldiers Field Rd.	Brighton	MA	02135	9,566	12/20/2024	3/9/2025
6042	Manchester	1051 S Willow St	Manchester	NH	03103	15,000	12/20/2024	3/9/2025
6046	Walpole	30 Providence Highway	East Walpole	MA	02032	11,110	12/20/2024	3/9/2025
6047	Nashua Dw	266 Daniel Webster Hwy	Nashua	NH	03060	9,336	12/20/2024	3/9/2025
6048	Millbury	70 Worcester Providence Tpke	Millbury	MA	01527	10,132	12/20/2024	3/9/2025
6049	Waterford	915 Hartford Tpke	Waterford	CT	06385	10,000	12/20/2024	3/9/2025
6052	Leominster	22 Watertower Plaza	Leominster	MA	01453	20,960	12/20/2024	3/9/2025
6056	Warwick	1350 Bald Hill Road	Warwick	RI	02886	14,301	12/20/2024	3/9/2025
6058	Citrus Park	12799 Citrus Plaza Dr	Tampa	FL	33625	8,055	12/20/2024	3/9/2025
6060	Chicopee	591 W Memorial Dr	Chicopee	MA	01020	15,922	12/20/2024	3/9/2025
6062	E. Hartford	15-17 Main Street	East Hartford	CT	06118	10,800	12/20/2024	3/9/2025
6064	New Port Richey	5145 US-19	New Port Richey	FL	34652	11,489	12/20/2024	3/9/2025
6065	Seekonk	231A Highland Ave	Seekonk	MA	02771	10,224	12/20/2024	3/9/2025
6066	Bangor	480 Stillwater Ave	Bangor	ME	04401	9,900	12/20/2024	3/9/2025
6068	Peabody	300 Andover St	Peabody	MA	01960	14,315	12/20/2024	3/9/2025
6071	Manchester	1444 Pleasant Valley Rd D-01	Manchester	CT	06040	11,499	12/20/2024	3/9/2025
6072	Plaistow	4 Plaistow Road	Plaistow	NH	03865	10,100	12/20/2024	3/9/2025
692	Total Store							

Party City
Exhibit B
Distribution Facilities

Store No.	Store	Address	City	State	Zip Code
96862	Distribution Center	47 Elizabeth Drive	Chester	NJ	07930

Party City
GBRP's Controlled Expenses
Exhibit C- 1
Retail Stores

Stores : 692
Sale Term : 12/20/24-2/28/25
Weeks : 10.1

	\$
Advertising	9,018,057
Supervision	6,999,661
Total Expenses	16,017,718

Party City
GBCI's Controlled Expenses
Exhibit C- 2
Wholesale

	\$
Supervision	141,000
Corporate Travel/Customer Visits	25,000
Total Expenses	166,000

Notes:

This expense budget is based upon the above start and end dates. Any changes in these dates may result in adjustments to the expense budget, which will be agreed upon by Consultant and Merchant.

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

PARTY CITY HOLDCO INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-90621 (ARP)
)
) (Jointly Administered)
)

**DECLARATION OF DEBORAH
RIEGER-PAGANIS IN SUPPORT OF DEBTORS’
EMERGENCY MOTION FOR ENTRY OF INTERIM AND
FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO ASSUME
THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

I, Deborah Rieger-Paganis, make this declaration pursuant to 28 U.S.C. § 1746:

1. I am a Managing Director of AlixPartners, LLP (“AlixPartners”) and began to serve as the Chief Restructuring Officer of Party City Holdco Inc. (together with the other above-captioned debtors and debtors in possession, the “Debtors”) on December 21, 2024. AlixPartners has served as financial advisor to the Debtors’ related to the chapter 11 cases since October 2022.² I have more than 22 years of restructuring experience in providing both interim management and advisory services to clients, serving in a variety of roles, including as interim Chief Financial Officer, Chief Restructuring Officer, and deputy Chief Restructuring Officer, as applicable, for various chapter 11 and/or wind down debtors. I hold a Bachelor of Science in

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Party City Holdco Inc. (9758); Amscan Inc. (1359); Am-Source, LLC (8427); Party City Corporation (3692); Party City Holdings Inc. (3029); PC Intermediate Holdings, Inc. (1229); and Trisar, Inc. (0659). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 100 Tice Boulevard, Woodcliff Lake, New Jersey 07677.

² In addition to the current engagement, the Debtors have previously retained AlixPartners in connection with their Prior Cases as well as strategic transactions dating back to 2020.

accounting from the State University of New York at Albany and am a certified public accountant in the State of New York.

2. I am generally familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records. Except as otherwise indicated, all facts in this declaration are based upon my personal knowledge, my discussions with the Debtors' management team and advisors, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge. I am over the age of eighteen and authorized to submit this declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this declaration.

3. I submit this declaration in support of the Debtors' *Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement, (II) Approving Procedures for Store Closing Sales, and (III) Granting Related Relief* (the "Store Closing Procedures Motion"), filed contemporaneously herewith. I have reviewed and am familiar with the Store Closing Procedures Motion and the relief sought therein.

The Store Closing Procedures Motion

4. The Debtors operate approximately 692 leased retail locations throughout the United States. The Debtors commenced these cases to effectuate an orderly and value-maximizing wind up of their business. The Store Closing Sales are a critical component of those efforts given the majority of the Debtors' readily saleable assets consist of inventory and merchandise located at its stores and distribution facilities. I believe it is essential that the Debtors commence the Store Closing Sales as soon as possible to take advantage of the remaining holiday sale season and to maximize value of these assets for the benefit of all stakeholders. I also believe entry of the Interim Order will ensure the Debtors can continue the Store Closing Sales at the Closing Stores, in an

organized and efficient manner without any potentially value destructive interruptions during this critical sales window. The Debtors estimate that the Store Closing Sales will take approximately 10 to 12 weeks to complete.

B. The Store Closing Procedures

5. Based on my more than 22 years of restructuring experience, I believe that implementing the Store Closing Procedures will provide the best and most efficient means for the Debtors to sell the Store Closing Assets to maximize their value to the estates (such sales, the “Store Closing Sales”). The Debtors intend to reject leases related to the Closing Stores that are not marketable upon completion of the Store Closing Sales.

6. I believe that conducting the going out of business sales at the Closing Stores in accordance with the Store Closing Procedures will provide an efficient means for the Debtors to dispose of the assets in the Closing Stores. Any interruption or delay in the Debtors’ ability to implement the Store Closing Procedures at the Closing Stores will cause serious and irreparable harm to the Debtors’ estates. Continuing to operate the Closing Stores is a significant financial drain on the Debtors’ estates, and the Debtors’ ability to realize maximum value for the inventory is tied to liquidating the inventory now to maximize the length of time the Debtors have to conclude the Store Closing Sales in chapter 11. In the event the Debtors are forced to wait to commence the Store Closing Sales, they will miss the important days prior to Christmas and New Year’s Eve selling season. Moreover, they will by definition have less time to complete such sales in accordance with the milestones under the proposed order authorizing the Debtors’ use of cash collateral and will be forced to further reduce prices accordingly. Furthermore, by waiting to commence the Store Closing Sales, the Debtors also risk incurring additional and unnecessary occupancy costs, since the Debtors are required to prepay rent under their leases at the beginning of the month. In short, the longer the delay in continuing the Store Closing Sales, the more difficult

it will be for the Debtors to maximize the results of such sales for the benefit of their estates and their creditors.

7. The relief requested in the Store Closing Procedures Motion is integral to maximizing the value of the Debtors' estates and, based on my prior experience, is a routine part of chapter 11 cases involving retail debtors. It will permit the Debtors to execute the Store Closing Sales and establish fair and uniform store closing procedures to enable the Debtors and their creditors to maximize the value of the estates in these chapter 11 cases.

C. The Consulting Agreement

8. Given the large number of Closing Stores that need to be simultaneously closed and the additional excess and aged inventory to be sold in these stores, only national liquidators, such as the Consultant, with significant experience with large-scale going-out-of-business sales can ensure a smooth store closing process that will maximize the value of the Store Closing Assets. Notwithstanding the Consultant's historical relationship with the Debtors, the Debtors sought alternative proposals from four other liquidators to create a competitive bidding process in pursuit of the most favorable terms for the Debtors and its stakeholders. The Debtors ultimately received one other formal proposal.

9. The Debtors also analyzed comparable terms from consulting agreements approved in other recent chapter 11 cases. The Debtors carefully considered the terms of the Consulting Agreement against the alternative proposal and recent precedents, and engaged in extensive, good faith negotiations to obtain the best possible terms for the Debtors' estates. Taken together with its long-standing knowledge of the Company's business and superior economic terms, Consultant was the strongest counterparty. As a result of these efforts, the Debtors submit that the terms of the Consulting Agreement are fair and reasonable and the assumption of that agreement represents a sound exercise of their business judgment.

10. The Consulting Agreement will enable the Debtors to use the logistical capabilities, experience, skills, and resources of the Consultant to effectively and efficiently conduct the Store Closing Sales and, thus, significantly improve the potential value to be received through the Store Closing Sales for the benefit of all stakeholders. Given that the closing of the Closing Stores will continue following entry of the Interim Order, I believe the relief requested in the Store Closing Procedures Motion is necessary in order to ensure the development and certainty of an orderly process so as to produce the most value for the Debtors' estates. Value realized in the closing of the Closing Stores will inure to the benefit of the Debtors' estates, which will more than offset any expenses incurred under the Consulting Agreement. Further, the Consultant's fees are based on the results of the Store Closing Sales, ensuring that the Consultant is incentivized to maximize value for the Debtors' estates.

D. Basis for Relief

11. The relief requested by the Store Closing Procedures Motion represents a sound exercise of the Debtors' business judgment and is necessary to avoid immediate and irreparable harm to the Debtors' estates. The Debtors and their advisors believe that the Store Closing Procedures represent the most efficient and appropriate means of maximizing the value of the Store Closing Assets, while balancing the potentially competing concerns of landlords and other parties in interest.

12. Any delay in commencing the Store Closing Sales will diminish the recovery tied to monetization of the Store Closing Assets for several important reasons. *First*, the Debtors and their estates will realize immediate value upon the sale of the Store Closing Assets and the termination of operations at the Closing Stores. *Second*, the Christmas and New Year's Eve sale windows are critical to the Debtors as they represent peak seasonal demand and provide the opportunity to clear holiday inventory. *Third*, uninterrupted and orderly Store Closing Sales will

allow the Debtors to reject the leases associated with the Closing Stores on the projected timeline. The delay of the Store Closing Sales may cause the Debtors to incur additional postpetition rent and other occupancy costs from which no net benefit to their estates will be realized.

13. Accordingly, I respectfully submit that the Court should approve the Store Closing Motion and believe that shortening the notice period reflects the Debtors' sound business judgment and is in the best interests of their estates and their creditors.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

December 22, 2024

/s/ Deborah Rieger-Paganis

Deborah Rieger-Paganis
Chief Restructuring Officer
Party City Holdco Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

PARTY CITY HOLDCO INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-90621 (ARP)
)
) (Jointly Administered)
) **Re: Docket No. ____**

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME
THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”): (a) authorizing the Debtors to assume that certain Consulting Agreement, which is attached to the Motion as Exhibit A (the “Consulting Agreement”), (b) authorizing and approving the continuation and/or initiation of phased store closings and related matters in accordance with the terms of the Consulting Agreement and the Store Closing Procedures, with such sales to be free and clear of all liens, claims, and encumbrances, (c) authorizing customary bonuses to non-insider supervisors and employees at the Debtors’ Closing Stores and distribution center who remain employed for the duration of the store-closing process (the “Store Closing Bonuses”), (d) approving modifications to certain customer programs, including the return policy, and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Rieger-Paganis Declaration; and this Court having jurisdiction over this matter pursuant to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Party City Holdco Inc. (9758); Amscan Inc. (1359); Am-Source, LLC (8427); Party City Corporation (3692); Party City Holdings Inc. (3029); PC Intermediate Holdings, Inc. (1229); and Trisar, Inc. (0659). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 100 Tice Boulevard, Woodcliff Lake, New Jersey 07677.

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

28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; 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 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; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The final hearing on the Motion shall be on _____, 2025, at __:__.m., prevailing Central Time (the "Final Hearing"). Any objections or responses to entry of the Final Order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2025. If no objections to entry of the Final Order on the Motion are timely received, the Court may enter the Final Order without need for the Final Hearing.

2. The Consulting Agreement is hereby assumed on an interim basis as of the date of this Interim Order. The Debtors are authorized, pursuant to section 363(b) of the Bankruptcy Code, to perform under the Consulting Agreement, including, without limitation, making payments required thereunder (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). All such

payments of fees and reimbursement of expenses shall be free and clear of any and all encumbrances.

3. The Consulting Agreement and related documents may be immaterially modified, amended, or supplemented by the parties thereto in accordance with the terms thereof (with notice to counsel to the ABL Agent and Ad Hoc Noteholder Group) without further order of this Court, provided that any material amendment or modification of economic terms shall be subject to Court approval. Any modifications, amendments, or supplementations to the Consulting Agreement will be promptly provided to any statutory committee appointed in these cases.

4. The Store Closing Procedures, which are attached hereto as Exhibit 1, are reasonable and appropriate and are approved in their entirety on an interim basis.

5. The Debtors are authorized to (a) immediately conduct Store Closing Sales and (b) discontinue operations at the Closing Stores, in each case, in accordance with this Interim Order, the Store Closing Procedures, and the Consulting Agreement. The Debtors will maintain insurance coverage at each of the Closing Stores as required by the applicable leases.

6. The Debtors and/or the Consultant are authorized to abandon certain Store Closing Assets remaining at the Closing Stores, the holding or sale of which, in the Debtors' discretion, would result in a net loss to their estates. Any and all FF&E remaining at the Closing Stores on the effective date of rejection of the applicable leases of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, free and clear of all liens, claims, encumbrances, or interests. As of the effective date of rejection of the applicable leases of non-residential real property, the landlords for such Closing Stores may, in their sole discretion and without further notice to any party or order of the Court, utilize and/or dispose of such abandoned FF&E without further notice or liability to the Debtors or third parties and, to the extent

applicable, the automatic stay is modified to allow such disposition. The rights of the counterparties to any such rejected leases for Closing Stores to assert claims for the disposition of such abandoned FF&E are reserved, as are all parties' rights to object to such claims.

7. Notwithstanding any other provision of this Interim Order, (a) the Debtors are not authorized to abandon, and are directed to remove, any hazardous materials as defined under applicable law from any leased premises as and to the extent they are required to do so by applicable law and (b) to the extent the Debtors seek to abandon personal property that contains any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees, customers, and/or any other individual, the Debtors shall remove such personal and/or confidential information from such personal property before abandonment.

8. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Interim Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant. The Debtors shall serve a copy of this Interim Order on any party alleged to be in possession of Merchandise or FF&E.

9. 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 Closing Sales and to take the related actions authorized herein.

10. All newspapers and other advertising media in which the Store Closing Sales may be advertised and all landlords are directed to accept this Interim Order as binding authority to authorize the Debtors and the Consultant to conduct the Store Closing Sales and the sale of

Merchandise and FF&E pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of Merchandise and FF&E in the manner contemplated by and in accordance with this Interim Order, the Store Closing Procedures, and the Consulting Agreement.

11. Provided that the Store Closing Sales are conducted in accordance with the terms of this Interim Order, the Consulting Agreement, and the Store Closing Procedures, the Debtors and the Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closing Sales in accordance with the terms of this Interim Order and the Store Closing Procedures without the necessity of further showing compliance with any such Liquidation Sale Laws. To the extent that the Store Closing Sales or actions taken in order to effectuate the Store Closing Sales are subject to Liquidation Sale Laws, the following procedures shall apply and are deemed fair, reasonable, and compliant with applicable law:

- a. Provided that any Store Closing Sale is conducted in accordance with this Interim Order and the Store Closing Procedures, the Debtors, the Consultant, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government and state requirements governing the conduct of a Store Closing Sale with respect to the Store Closing Assets, including, but not limited to, local statutes, regulations, and ordinances establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Store Closing Sale and sales of the Store Closing Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided* that the Liquidation Sale Laws shall be deemed not to include any public health or safety laws of any state (collectively, "Safety Laws"), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws as well as criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic, and consumer protection laws (collectively, "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Interim Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.
- b. Within three business days after entry of this Interim Order, the Debtors will serve by first-class mail copies of this Interim Order, the Consulting Agreement, and the Store Closing Procedures on the following: (a) the

Attorney General's office for each state where the Store Closing Sale is being held; (b) the county consumer protection agency or similar agency for each county where the Store Closing Sale is being held; (c) the division of consumer protection for each state where the Store Closing Sale is being held; and (d) the landlords for the Closing Stores (collectively, the "Dispute Notice Parties").

- c. To the extent that there is a dispute arising from or relating to the Store Closing Sale, this Interim Order, the Consulting Agreement, or the Store Closing Procedures, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within 10 days following entry of this Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice explaining the nature of the dispute to: (i) on behalf of Party City Corporation, 100 Tice Boulevard, Woodcliff Lake, NJ 07677, Attn: Ian Heller, and Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Kenneth S. Ziman, Christopher Hopkins, and Stephanie P. Lascano; (ii) on behalf of Gordon Brothers Retail Partners, LLC, 101 Huntington Avenue, 11th Floor, Boston, Massachusetts 02199, Attn: David Braun, and Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Steven E. Fox; and (iii) the landlord for the applicable Closing Store. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a "Dispute Resolution Motion").
- d. In the event that a Dispute Resolution Motion is filed, nothing in this Interim Order shall preclude the Debtors, a landlord, or any other interested party from asserting that (i) the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code or (ii) neither the terms of this Interim Order nor the conduct of the Debtors pursuant to this Interim Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Interim Order or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Sale pursuant to this Interim Order absent further order of the Bankruptcy Court. Upon the entry of this Interim Order, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Store Closing Sale pursuant to the terms of this Interim Order, the Consulting Agreement, and the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Interim Order will

constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

- e. If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this Interim Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions herein by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made de novo.

12. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Closing Store closures, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of: (a) the Debtors' next regularly scheduled payroll and (b) seven calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

13. Except as expressly provided in the Consulting Agreement, the Store Closing Sales, including the sale of the Merchandise and FF&E, shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Closing Store closures or the Store Closing Sales (including the sale of the Merchandise and FF&E), the rejection of leases, abandonment of assets, or "going dark" provisions. Breach of any such provisions in these chapter 11 cases in conjunction with the Closing Store closures or the Store Closing Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Closing Store closures and Store Closing Sales are conducted in accordance with the terms of this Interim Order, any Side Letters (as defined herein), and the Store Closing Procedures. The Debtors and/or Consultant and landlords of the Closing Stores are authorized to enter into agreements between themselves (the "Side Letters") modifying the Store

Closing Procedures without further order of the Court, and such Side Letters shall be binding as among the Debtors and Consultant and any such landlords; *provided* that nothing in such Side Letters affects the provisions of this Interim Order other than with respect to the conduct of the Store Closing Sales, for which the terms of such Side Letter shall control. In the event of a dispute between the Debtors or Consultant and a landlord regarding the terms of a Side Letter, either the Debtors, Consultant, or the landlord may seek an emergency hearing before this Court on no less than three business days' notice, unless the parties agree to a hearing on shorter notice, subject to the Court's availability. Copies of any Side Letters will be provided to counsel to the ABL Agent and the Ad Hoc Noteholder Group promptly following entry.

14. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closing Assets, and all sales of Store Closing Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all liens, claims, encumbrances, and other interests; *provided, however*, that any such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closing Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closing Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

15. Starting on December 23, 2024, all sales of Store Closing Assets shall be "as is" and final. Returns related to the purchase of Store Closing Assets from and after this date shall not be accepted at any stores; *provided* that the Consultant shall accept return of any goods 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 the time period proscribed by the Debtors' return policy that was in effect when the merchandise was purchased, the consumer must provide a receipt, and the asserted defect must in fact be a "latent" defect. Returns will still be honored for items purchased within the 30 days prior to December 23, 2024, in exchange for store credit; *provided* the customer has a valid receipt and such store credit is not used to repurchase the same, or substantially similar, item as was returned.

16. Except as expressly provided for herein or in the Store Closing Procedures, no person or entity, including, but not limited to, any landlord, licensor, service provider, utility provider, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the sale of Merchandise or FF&E, the advertising and promotion of such sales, or the Store Closing Sales. These persons or entities are also hereby barred from instituting any action or proceeding in any court (other than in this Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closing Sales, the sale of the Merchandise or FF&E, the advertising and promotion of such sales, the Store Closing Sales, and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

17. Neither the Store Closing Procedures, Consulting Agreement, nor this Interim Order authorize the Debtors to lease, sell, or otherwise transfer to the Consultant or any other party the personal identifying information of any customers, unless such lease, sale, or transfer is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules. 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 Store Closing Sales.

18. The Debtors shall remove or cause to be removed any confidential and/or personal identifying information 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 it unreadable or undecipherable. At the conclusion of the Store Closing Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer personal identifying information and that any records containing such were shredded, erased, or otherwise modified to render it unreadable or undecipherable.

19. The Debtors are authorized to make payments in accordance with the Store Closing Bonus Plan, as may be amended or modified from time to time subject to the reasonable consent of the Directing Cash Collateral Agent.

20. The Debtors are authorized to make the modifications described in the Motion to the customer programs.

21. Notwithstanding anything to the contrary in this Order, the Debtors and the Consultant are not authorized to, and shall not, abandon equipment provided by Comcast Cable Communications Management, LLC and its affiliates (collectively, "Comcast") but excluding any inside wiring located in the Debtors' leased premises (the "Comcast Equipment"). For clarity, the wiring will be subject to abandonment in accordance with this Order and the wiring shall not be removed by Comcast or the Debtors or the Consultant. The Debtors shall use commercially reasonable efforts to return Comcast Equipment in the Debtors' leased premises prior to any applicable effective date of rejection in accordance with their valid agreements with Comcast.

Nothing herein shall alter, amend, modify, or waive Comcast's rights and remedies under its valid agreements with the Debtors, all of which rights are expressly preserved.

22. The entry of this Interim Order is in the best interests of the Debtors and their estates, creditors, and all other parties in interest.

23. To the extent of any conflict between this Interim Order, the Store Closing Procedures, and the Consulting Agreement, the terms of this Interim Order shall control over all other documents and the Store Closing Procedures shall control over the Consulting Agreement. To the extent of any conflict between the Store Closing Procedures, the Consulting Agreement, this Interim Order, and any Side Letter, the terms of such Side Letter shall control.

24. Nothing contained herein is intended to be or should be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or any order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (other than the Consulting Agreement); (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise are valid, and the rights of all parties in interest

are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

25. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, any obligation incurred and any relief or authorization granted herein, shall not be inconsistent with, and shall be subject to and in compliance with the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Use Cash Collateral and (B) Grant Liens and Provide Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. [●]] (collectively, such interim and final orders, the “Cash Collateral Order”) filed substantially contemporaneously herewith, including compliance with any approved budget or cash flow forecast in connection therewith (and any permitted variances thereto) and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Order. To the extent there is any inconsistency between the terms of the Cash Collateral Order and the terms of this Interim Order or any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

26. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

29. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion, the Store Closing Procedures, and the Consulting Agreement.

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

Houston, Texas

Dated: _____, 2024

ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Store Closing Procedures¹

¹ Capitalized terms used but not defined in these Store Closing Procedures have the meanings given to them in this Final Order, to which these Store Closing Procedures are attached as Exhibit 1, or the Motion, as applicable.

1. The Store Closing Sales will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.

2. The Store Closing Sales will be conducted in accordance with applicable state and local “Blue Laws,” and thus, where such a law is applicable, no Store Closing Sales will be conducted on Sunday unless the Debtors have been operating such stores on Sundays prior to the commencement of the Store Closing Sales.

3. On “shopping center” property, neither the Debtors nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the applicable lease or if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Debtors and the Consultant may solicit customers in the Closing Stores themselves. On “shopping center” property, neither the Debtors nor the Consultant shall use any flashing lights or amplified sound to advertise the Store Closing Sales or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.

4. At the conclusion of the Sale, the Consultant shall vacate the Closing Stores in broom clean condition; *provided* that the Consultant may leave in place and without further responsibility or liability of any kind any furniture, fixtures, and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (collectively, “FF&E”) not sold in the Sale at the conclusion of the Sale, without cost or liability of any kind to Consultant. For the avoidance of doubt, as of the conclusion of the Sale or the vacate date, as applicable, the Consultant may leave in place and without further responsibility or liability of any kind, any FF&E.

5. The Debtors and the Consultant shall have the right to use and sell the FF&E. The Debtors and the Consultant may advertise the sale of the FF&E in a manner consistent with these Store Closing Procedures. The purchasers of any FF&E sold during the Store Closing Sales shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Closing Store 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.

6. The Debtors and the Consultant may, but are not required to, advertise all of the Store Closing Sales as “store closing,” “sale on everything,” “everything must go,” or similarly themed sales. The Debtors and the Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Store Closing Procedures.

7. The Consultant shall be entitled to include Additional Consultant Goods (as defined in the Consulting Agreement) in the Sale in accordance with the terms of the Consulting Agreement.

8. The Debtors and the Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closing Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Debtors nor the Consultant shall use neon or “day-glo” on its sign walkers, display, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. 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 Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall Closing Stores and (b) 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 Store Closing is being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Debtors and the Consultant shall be permitted to utilize sign walkers in a safe and professional manner. The Debtors and the Consultant shall also be permitted to use 4'x40' exterior banners, A-frames, feather flags, and banners listing "building for sale" with contact information. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

9. Neither the Debtors nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any Closing Stores or shopping centers, or to interior or exterior store lighting, except with respect to the hanging of exterior banners or as authorized by the applicable lease. The hanging of in-store signage shall not constitute an alteration to a Closing Store.

10. Affected landlords will have the ability to negotiate with the Debtors, or at the Debtors' direction, the Consultant, any particular modifications to the Store Closing Procedures. The Debtors and the landlord of any Closing 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.

11. Conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final."

12. The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.

13. An unexpired non-residential real property lease will not be deemed rejected by reason of a Store Closing or the adoption of these Store Closing Procedures.

14. The rights of landlords against the Debtors for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease; *provided* that (a) closed stores shall be surrendered in as-is condition and (b) to the extent certain leases of closed stores require written confirmation of receipt of a key to effectuate surrender, this requirement is waived.

15. If and to the extent that the landlord of any Closing Store contends that the Debtors or the Consultant are in breach of or default under these Store Closing Procedures, such landlord shall provide at least five days' written notice, served by email or overnight delivery, on:

If to the Debtors:

Party City Corporation
100 Tice Boulevard
Woodcliff Lake, NJ 07677
Attn: Ian Heller, General Counsel

with copies (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Kenneth S. Ziman, Christopher Hopkins, and Stephanie P. Lascano

- and -

Porter Hedges LLP
1000 Main Street, 36th Floor
Houston, TX 77002
Attn: John Higgins, Shane Johnson, and Aaron J. Power

If to the Consultant:

Gordon Brothers Retail Partners, LLC
Prudential Tower
800 Boylston Street
Boston, MA 02119
Attn: Rick Edwards, President
David Braun, Senior Corporate Counsel

Email: redwards@gordonbrothers.com
dbraun@gordonbrothers.com

with copies (which shall not constitute notice) to:

Rierner & Braunstein LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, New York 10036
Attn: Steven E. Fox
Email: sfox@riernerlaw.com

16. If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule an emergency hearing before the Court on no less than three business days' notice, unless the parties agree to a hearing on shorter notice, subject to the Court's availability.

Exhibit 2

Closing Stores

Store No.	Store	Address	City	State	Zip Code	Square Ft
490	Wilkes Barre	2190 Highland Park Blvd.	Wilkes Barre	PA	18702	16080
968	Hanford	1842 W Lacey Ave	Hanford	CA	93230	15980
1162	Tulsa (Southroads)	5301 E 41st St	Tulsa	OK	74135	12394
6049	Waterford	915 Hartford Tpke	Waterford	CT	6385	10000
5205	Cape Girardeau	244 Siemers Dr	Cape Girardeau	MO	63701	10800
994	Elmira	845 County Road 64	Elmira	NY	14903	10000
890	Longmont	1240 South Hover St	Longmont	CO	80501	15300
1219	Fremont (Christy St.)	39210 Fremont HUB	Fremont	CA	94538	25000
5213	St Clairsville	50825 Valley Plaza Dr	Saint Clairsville	OH	43950	12000
6028	Sarasota	3670 Bee Ridge Rd.	Sarasota	FL	34233	10200
868	Port Arthur	2770 Hwy 365	Port Arthur	TX	77640	14284
1135	St. Louis Park	5825 Excelsior Boulevard	St. Louis Park	MN	55416	12000
1228	Johnson City	420 Harry L Dr	Johnson City	NY	13790	12000
1504	Burbank (Hollywood Way)	2011 N Hollywood Way	Burbank	CA	91505	8000
1145	Grand Forks	2861 32nd Ave S	Grand Forks	ND	58201	7055
5135	Mishawaka	5816 Grape Rd	Mishawaka	IN	46545	12000
5163	St. Louis (Lemay Plaza)	2560 Lemay Ferry Rd	Saint Louis	MO	63125	15000
207	West Dade	11865 SW 26th St	Miami	FL	33175	10000
862	Brunswick	40 Altama Village Drive	Brunswick	GA	31525	11130
1226	Erie	1908 Keystone Dr	Erie	PA	16509	13330
323	Boca South	22191 Powerline Rd Ste 23C	Boca Raton	FL	33433	10000
1053	Greenville	1117 Woodruff Rd	Greenville	SC	29607	12000
1232	Jacksonville (Argyle Forest Blvd)	6001 Argyle Forest Blvd	Jacksonville	FL	32244	NA
649	Columbus (Polaris)	1297 Polaris Parkway	Columbus	OH	43240	11367
239	East Cobb	4281 Roswell Rd	Marietta	GA	30062	12376
309	Aventura	18861 Biscayne Blvd.	Aventura	FL	33180	10206

374	London Square	13550 SW 120th St	Miami	FL	33186	12000
471	Woodinville	18027 Garden Way NE	Woodinville	WA	98072	8570
561	Olivette	9612 Olive Blvd	Olivette	MO	63132	14204
1139	Coon Rapids	3360 124th Ave NW	Coon Rapids	MN	55433	11112
1188	Chantilly	14409 Chantilly Crossing Ln	Chantilly	VA	20151	12000
1231	Jacksonville (San Jose Blvd)	11112 San Jose Blvd Ste 12	Jacksonville	FL	32223	NA
6014	Enfield	90 Elm Street	Enfield	CT	6082	16485
135	Westchester	8675 SW 24th St	Miami	FL	33155	15000
166	Hialeah	775 W 49th St	Hialeah	FL	33012	12279
304	Ftl (Commercial)	843 East Commercial Blvd	Oakland Park	FL	33334	12215
348	Bonita Springs	8070 Mediterranean Dr	Estero	FL	33928	12000
410	Pasadena	4585 East Sam Houston Parkway South	Pasadena	TX	77505	18000
418	Ft Worth	435 Sherry Lane	Fort Worth	TX	76114	12240
424	Orlando	4024 Eastgate Drive	Orlando	FL	32839	13769
430	Westland	35655 Warren Road	Westland	MI	48185	25200
440	McAllen	732 E Expressway 83	McAllen	TX	78503	18000
443	Rancho Cucamonga	11098 Foothill Blvd	Rancho Cucamonga	CA	91730	13584
444	Brentwood	2470 Sand Creek Rd	Brentwood	CA	94513	12000
445	Escondido	1109 W. Valley Parkway	Escondido	CA	92025	16300
464	Covington	27339 Covington Way SE	Covington	WA	98042	15000
474	Burlington	2030 S. Burlington Blvd	Burlington	WA	98233	13809
491	Brownsville	3000 Pablo Kisel Blvd	Brownsville	TX	78526	12549
520	La Habra	1441 W. Imperial Hwy	La Habra	CA	90631	10749
527	Rosedale	253-01 Rockaway Blvd	Rosedale	NY	11422	29822
591	Orange	292 Boston Post Rd	Orange	CT	6477	12927
609	Toledo	4962 Monroe St	Toledo	OH	43623	11600

610	Denver (Park Meadows)	8222 S Yosemite St	Centennial	CO	80112	16000
622	Compton	208 Towne Center Drive	Compton	CA	90220	13185
635	San Leandro	15555 E 14th Street	San Leandro	CA	94578	12100
644	Dublin	4575 Rosewood Drive	Pleasanton	CA	94588	22517
647	Mt. Kisco	162 E MAIN ST	Mount Kisco	NY	10549	11077
672	Federal Way	31417 Pacific Hwy South	Federal Way	WA	98003	14977
686	Harriman Commons	128 Bailey Farm Road	Monroe	NY	10950	14360
701	Kingston	950 Miron Lane	Kingston	NY	12401	12234
713	Hamilton	180 Marketplace Blvd	Hamilton	NJ	8691	12000
715	Millville	2148 N 2nd St	Millville	NJ	8332	10463
717	Voorhees	79 Route 73 & Cooper Rd	Voorhees	NJ	8043	12000
734	Rockaway	357 Mount Hope Avenue	Rockaway	NJ	7866	46000
741	New York City (Columbus Ave)	660 Columbus Avenue	New York	NY	10025	12707
745	Paramus (Rt 4)	165 W Rt 4	Paramus	NJ	7652	13644
750	Riverside	2550 Canyon Springs Pkwy	Riverside	CA	92507	15625
752	Reseda	19389 Victory Blvd	Reseda	CA	91335	13200
753	Williamsport	1738 E. 3rd Street	Williamsport	PA	17701	13100
758	Houston (Copperfield)	6757 Highway 6 North	Houston	TX	77084	23500
808	Gulfgate	516 Gulfgate Center Mall	Houston	TX	77087	11850
810	Cupertino	20740 Stevens Creek Blvd.	Cupertino	CA	95014	18000
813	Columbus	1171 N National Avenue	Columbus	IN	47201	14800
816	Monroeville	275 Monroeville Mall	Monroeville	PA	15146	15435
828	Delran	4004 U.S. 130	Delran	NJ	8075	10126
839	Ellisville	15909 Manchester Rd	Ellisville	MO	63011	15667
849	Saginaw	2918 Tittabawassee Rd	Saginaw	MI	48604	13874
852	Dover	1047 North Dupont Hwy	Dover	DE	19901	12000
860	Bronx (E Fordham Rd)	1 Fordham Plaza	Bronx	NY	10458	10313
876	Redding	1613 Hilltop Drive	Redding	CA	96002	10305
877	Aiken	1396 Whiskey Road	Aiken	SC	29803	12500

882	Citris Heights	6302 Sunrise Blvd	Citrus Heights	CA	95610	11700
884	Clark	1255 Raritan Road	Clark	NJ	7066	11200
897	Vancouver	8920 NE 5th AVE	VANCOUVER	WA	98665	11000
898	Florence	114 Woody Jones Blvd	Florence	SC	29501	12000
901	Simsbury	530 Bushy Hill Road	Simsbury	CT	6070	12180
902	Bristol	574 Pinnacle Parkway	Bristol	TN	37620	15000
905	Bowling Green	1865 Campbell Lane Suite 300	Bowling Green	KY	42104	11360
914	St. Augustine	440 CBL Drive	St. Augustine	FL	32086	15000
923	Naples	4377 Tamiami Trail North	Naples	FL	34103	18676
924	Southfield	29800 Southfield Rd	Southfield	MI	48076	22455
936	Wichita (Rock Rd)	3411 N Rock Rd	Wichita	KS	67226	8750
937	Wichita (Kellog Dr)	6866 W Kellogg Dr	Wichita	KS	67209	9200
949	Phoenix (Cactus Rd)	4533 E Cactus Rd	Phoenix	AZ	85032	14687
971	Houston (Greenspoint)	10245 North Fwy	Houston	TX	77037	13280
977	Lakewood	5919 Lakewood Town Center Blvd. SW	Lakewood	WA	98499	15564
995	Greenville	703 SE Greenville Blvd.	Greenville	NC	27858	12000
1040	Birmingham	5287 Highway 280	Birmingham	AL	35242	14167
1090	Owings Mills	10385 Reisterstown Rd	Owings Mills	MD	21117	11604
1122	Roanoke	1410 Towne Square Blvd NW	Roanoke	VA	24012	9598
1126	Longview	1011 Wal Street	Longview	TX	75605	15000
1138	Maplewood	3000 White Bear Ave N	Maplewood	MN	55109	13789
1149	St Cloud	3959 2nd St S	St Cloud	MN	56301	10771
1170	Springfield	601 West Baltimore Pike	Springfield	PA	19064	12152
1175	Mechanicsburg	6499 Carlisle Pike	Mechanicsburg	PA	17050	11946
1211	Redwood City	1289 Veterans Blvd	Redwood City	CA	94063	11015
1230	Blasdell	4408 Milestrip Rd	Blasdell	NY	14219	18052

3301	Colorado Sprgs. (New Ctr. Point)	3036 New Center Pt	Colorado Springs	CO	80922	10800
4000	Muskegon	5725 South Harvey St	Muskegon	MI	49444	12888
4109	Portage	6805 South Westnedge Ave	Portage	MI	49002	15701
4140	W. Carrollton	2142 Miamisburg-Centerville Road	Dayton	OH	45459	14735
5119	Countryside	102 Countryside Plz	Countryside	IL	60525	12000
5136	Brown Deer	9150 N Green Bay Rd	Brown Deer	WI	53209	12400
5139	Moline	4371 16th St	Moline	IL	61265	10512
5150	Fort Wayne	283 East Coliseum Blvd	Fort Wayne	IN	46805	12615
5151	Marion	1420 Twixt Town Rd	Marion	IA	52302	21495
5168	Cincinnati	10204 Colerain Ave	Cincinnati	OH	45251	15328
5198	Lafayette	311 Sagamore Pkwy N	Lafayette	IN	47904	14822
5209	Springfield	3329 S Veterans Pkwy	Springfield	IL	62704	21500
5274	Clarksburg	526 Emily Dr	Clarksburg	WV	26301	11200
5276	Muncie	800 E McGalliard Rd	Muncie	IN	47303	12000
5281	Louisville	4631 Outer Loop	Louisville	KY	40219	14420
5291	Cookeville	377 W Jackson St Ste 3B	Cookeville	TN	38501	12112
5293	Cincinnati	5555 Glenway Ave	Cincinnati	OH	45238	12840
5330	O'Fallon	2935 Highway K	O Fallon	MO	63368	15000
5334	Sioux City	5001 Sergeant Rd Ste 70	Sioux City	IA	51106	11705
5337	Greenfield	5058 S 74th St	Greenfield	WI	53220	12638
5523	N Charleston	7800 Rivers Avenue	North Charleston	SC	29406	13120
5524	Salisbury	2640 N Salisbury Blvd	Salisbury	MD	21801	12986
6001	W.Roxbury	1580 VFW Parkway	West Roxbury	MA	2132	18055
6005	Quincy	120 Walter J. Hannon Parkway	Quincy	MA	2169	16412
6018	Bellingham	209 Hartford Ave.	Bellingham	MA	2019	9092
6022	Avon	15 Stockwell Drive	Avon	MA	2322	12650

6026	Raynham	600 South Street West	Raynham	MA	2767	12065
6048	Millbury	70 Worcester Providence Tpke	Millbury	MA	1527	10132
6056	Warwick	1350 Bald Hill Road	Warwick	RI	2886	14301
6062	E. Hartford	15-17 Main Street	East Hartford	CT	6118	10800
6068	Peabody	300 Andover St	Peabody	MA	1960	14315
1401	Lancaster (Valley Central Way)	44600 Valley Central Way	Lancaster	CA	93536	13465
4	Wayne	1625 Route 23	Wayne	NJ	7470	15560
159	Town Center	50 Barrett Pkwy	Marietta	GA	30066	14500
809	Woodland	1386 E. Main Street	Woodland	CA	95776	12712
1143	El Paso (Sunland Park Dr)	655 Sunland Park Dr	El Paso	TX	79912	8373
1182	Plymouth Meeting	2470 Chemical Rd	Plymouth Meeting	PA	19462	8580
4133	Brighton	8057 Challis Rd	Brighton	MI	48116	10400
6012	Cranston	162 Hillside Rd.	Cranston	RI	2920	11740
1109	Independence	19850 E. Jackson Drive	Independence	MO	64057	20000
1129	Texarkana	2315 Richmond Road	Texarkana	TX	75503	11500
317	Pincrest	13615 South Dixie Hwy	Palmetto Bay	FL	33176	11208
523	Boca Turnpike	8095 Glades Rd	Boca Raton	FL	33434	15999
716	Sicklerville	611 Cross Keys Road	Sicklerville	NJ	8081	16677
945	Tucson (Calle Santa Cruz)	5367 S Calle Santa Cruz	Tucson	AZ	85706	12000
1049	Mandeville	3371 Highway 190	Mandeville	LA	70471	12500
1068	Pineville	7601-A Pineville Matthews Rd	Charlotte	NC	28226	15742
1305	Folsom (E. Bidwell St.)	2780 E Bidwell St	Folsom	CA	95630	9048
548	Tustin	2826 El Camino Real	Tustin	CA	92782	12516
168	Northbrook	307 Skokie Blvd	Northbrook	IL	60062	15058
546	San Jose	1600 Saratoga Ave	San Jose	CA	95129	10728
1063	Mooreville	590 F River Hwy	Mooreville	NC	28117	12000
1091	Catonsville	6508 Baltimore National Pike	Baltimore	MD	21228	8800

3206	Aurora	23901 E Orchard Rd	Aurora	CO	80016	14767
5175	Mentor	9134 Mentor Ave	Mentor	OH	44060	12941
139	Austell	4155 Austell Rd	Austell	GA	30106	11040
564	St. Louis (Sunset Hills)	10790 Sunset Hills Plz	Saint Louis	MO	63127	12000
955	Gilbert	5364 S Power Rd	Gilbert	AZ	85295	12000
1036	Mobile	300 Azalea Rd	Mobile	AL	36609	16851
1186	Woodbridge	14026 Shoppers Best Way	Woodbridge	VA	22192	9050
1240	San Diego (Rosecrans St)	3309 Rosecrans St	San Diego	CA	92110	NA
6058	Citrus Park	12799 Citrus Plaza Dr	Tampa	FL	33625	8055
1224	Cheektowaga	145 Galleria Drive	Cheektowaga	NY	14225	16073
4107	Kentwood	5114 28th St SE	Grand Rapids	MI	49512	10322
5203	Davenport	5255 Elmore Ave	Davenport	IA	52807	12155
1051	Ft Walton Beach	99 Elgin Pkwy	Ft Walton Beach	FL	32548	11990
519	Brooklyn	625 Atlantic Ave	Brooklyn	NY	11217	7905
1064	Gastonia	3686 E Franklin Blvd	Gastonia	NC	28056	11970
1189	Leesburg	510-A East Market St	Leesburg	VA	20176	12000
63	Carrollton	2540 North Josey Lane	Carrollton	TX	75006	11760
144	Downers Grove	1140 75th St	Downers Grove	IL	60516	12720
165	Cincinnati	8063 Montgomery Rd	Cincinnati	OH	45236	9984
169	Sugar Land	16734 Southwest Freeway	Sugar Land	TX	77479	19296
222	Fayetteville	128-A Pavilion Pkwy	Fayetteville	GA	30214	15200
289	Macon	4666 Presidential Pkwy	Macon	GA	31206	11048
292	Alpharetta	7011 North Point Parkway	Alpharetta	GA	30022	21000
316	N. Miami(163Rd)	15947 Biscayne Blvd	Miami	FL	33160	12638
319	Kendal West	13865 SW 88th St	Miami	FL	33186	8690
377	Kissimmee	641 Centerview Blvd.	Kissimmee	FL	34741	23000
403	Kenilworth	2450 US Highway 22	Kenilworth	NJ	7033	20486

431	Grandville	4515 Canal Ave SW	Grandville	MI	49418	12000
433	Lake Zurich	795 W Il Route 22	Lake Zurich	IL	60047	12000
478	Levittown	3541 Hempstead Tpke	Levittown	NY	11756	19800
492	East Lansing	420 Frandor Ave	Lansing	MI	48912	11200
507	Chula Vista	624 Palomar St	Chula Vista	CA	91911	8260
510	Miami Gardens	18452-18538 NW 67th Avenue	Hialeah	FL	33015	12288
521	Chula Vista (North 4Th)	40 North 4th Avenue	Chula Vista	CA	91910	14900
532	Lansing	450 River Oaks West	Calumet City	IL	60409	11774
541	Baldwin Park	3060 Baldwin Park Blvd	Baldwin Park	CA	91706	10147
551	Rochester Hills	1316 S Rochester Rd	Rochester Hills	MI	48307	17542
608	Mansfield	1551 Highway 287 North	Mansfield	TX	76063	12030
626	Richmond	3500A Klose Way	Richmond	CA	94806	12000
627	Cincinnati (Eastgate)	4450 Eastgate Blvd.	Cincinnati	OH	45245	12648
656	Shreveport	7547 Youree Drive	Shreveport	LA	71105	19834
691	Murfreesboro	1979 Old Fort Prkwy	Murfreesboro	TN	37129	12000
697	Waterford Lakes	1444 N. Alafaya Trail	Orlando	FL	32828	15000
705	Miami (Mid Town)	3401 N Miami Avenue #126	Miami	FL	33127	10830
707	Chula Vista (Otay Ranch TwN Cntr)	2015 Birch Road	Chula Vista	CA	91915	15541
737	Atlanta	4743-A Ashford Dunwoody	Atlanta	GA	30338	11933
749	Huntington Beach	16100 Beach Blvd	Huntington Beach	CA	92647	14054
760	Indio	42800 Jackson Ave	Indio	CA	92203	20390
761	Webster	1001 Bay Area Blvd.	Webster	TX	77598	18643
841	Knoxville	2901 Tazewell Pike	Knoxville	TN	37918	13268
883	Menifee	30115 Haun Road	Menifee	CA	92584	12093
904	South Burlington	215 Dorset Street	South Burlington	VT	5403	26357
907	Council Bluffs	3271 Marketplace Drive	Council Bluffs	IA	51501	15000
913	Fairfield	2009 Black Rock Tpke	Fairfield	CT	6825	12765

930	Aurora	7555 Market Place Drive	Aurora	OH	44202	18000
931	Cypress	28640 Highway 290	Cypress	TX	77433	15000
964	Clifton Park	54 The Crossing Boulevard	Clifton Park	NY	12065	12672
965	Huntington Park	7600 S Alameda St	Huntington Park	CA	90255	11507
967	Victor	44 Square Drive	Victor	NY	14564	12000
969	Union Gap	17 East Valley Mall Blvd	Union Gap	WA	98903	12000
970	Sevierville	713 Winfield Dunn Pkwy	Sevierville	TN	37876	10000
973	New Caney	21680 Market Place Drive	New Caney	TX	77357	12000
975	Howell	4771 US Route 9	Howell	NJ	7731	13471
980	Canton	2243 Cumming Highway	Canton	GA	30115	8000
997	Burlington	635 Huffman Mill Road	Burlington	NC	27215	12000
1021	Anchorage	3090 Mountain View	Anchorage	AK	99501	25000
1024	Hazlet	3082 Hwy 35	Hazlet	NJ	7730	9487
1035	Huntsville	6275 University Dr NW	Huntsville	AL	35806	12750
1069	Charlotte (Galleria)	1816 Galleria Blvd	Charlotte	NC	28270	11500
1092	East Point	7929 Eastern Ave	Baltimore	MD	21224	11654
1099	Towson	6311 York Rd	Baltimore	MD	21212	12264
1125	Kileen	1500B. Lowes Blvd.	Killeen	TX	76542	14125
1127	Midland	4612 Billingsley Blvd.	Midland	TX	79705	11595
1141	Bloomington	7989 1/2 Southtown Center	Bloomington	MN	55431	10987
1147	El Paso (Gateway Blvd W)	8889 Gateway Boulevard	El Paso	TX	79925	12014
1151	Woodbury	1505 Queens Dr	Woodbury	MN	55125	13115
1172	York	2801 E Market St	York	PA	17402	10247
1223	Rochester (Jefferson Rd)	700 Jefferson Rd	Rochester	NY	14623	15000
1225	Williamsville	5097 Transit Rd	Williamsville	NY	14221	12500
1244	Charleston	946 Orleans Road	Charleston	SC	29407	NA
1301	Roseville (Stanford Ranch)	6748 Stanford Ranch Rd	Roseville	CA	95678	18859

4002	Appleton (College Sq.)	613 N. Westhill Blvd.	Appleton	WI	54914	22568
4005	Onalaska	1228 Crossing Meadows	Onalaska	WI	54650	12000
4102	Flint (Miller Rd)	4339 Miller Road	Flint	MI	48507	18907
4139	Huber Heights	8160 Old Troy Pike	Huber Heights	OH	45424	10451
5117	Chicago	2554 N Narragansett	Chicago	IL	60639	20000
5148	Indianapolis (Hardigan St)	8703 Hardegan Street	Indianapolis	IN	46227	18000
5155	Louisville	4048 Taylorsville Rd	Louisville	KY	40220	14400
5162	Fairview Height	10845 Lincoln Trail	Fairview Heights	IL	62208	12000
5178	Clarksville	305 Lewis and Clark	Clarksville	IN	47129	12235
5179	Florence	7646 Mall Rd	Florence	KY	41042	18095
5184	Madison	2139 Zeier Road	Madison	WI	53704	13931
5189	Lincoln	3120 Pine Lake Road	Lincoln	NE	68516	10033
5190	Champaign	2019 N Prospect Ave	Champaign	IL	61822	11529
5202	St. Peters	293 Mid Rivers Mall Drive	Saint Peters	MO	63376	15955
5289	Lakeland	4286 US Highway 98 N	Lakeland	FL	33809	12000
5306	Westminster	405 N Center St Ste 30	Westminster	MD	21157	12000
5343	Shorewood	988 Brook Forest Ave	Shorewood	IL	60404	12013
5503	Cockeysville	9952 York Rd	Cockeysville	MD	21030	12415
5518	Bel Air	622 Marketplace Drive	Bel Air	MD	21014	14351
5522	Lynchburg	3700 Candler's Mt Rd	Lynchburg	VA	24502	10000
6004	Natick	321 Worcester Rd	Natick	MA	1760	20387
6017	Everett	8 Mystic View Road	Everett	MA	2149	12191
6019	Portland	220 Maine Mall Rd.	South Portland	ME	4106	9071
6052	Leominster	22 Watertower Plaza	Leominster	MA	1453	20960
6060	Chicopee	591 W Memorial Dr	Chicopee	MA	1020	15922
6066	Bangor	480 Stillwater Ave	Bangor	ME	4401	9900
6072	Plaistow	4 Plaistow Road	Plaistow	NH	3865	10100
601	Bloomington	401 N Veterans Pkwy	Bloomington	IL	61704	12779
1152	Maple Grove	12810 Elm Creek Blvd N	Maple Grove	MN	55369	12035

6025	St.Pete	1960 Tyrone Blvd.	St. Petersburg	FL	33710	11015
336	Camp Creek	3628 Marketplace Blvd	East Point	GA	30344	12000
413	Katy	435 South Fry Road	Katy	TX	77450	21883
932	Elgin	214 S Randall Rd	Elgin	IL	60123	15070
946	Albuquerque (Coors Byp)	10254 Coors Byp NW	Albuquerque	NM	87114	11113
1037	Birmingham	1615 Montgomery Hwy	Hoover	AL	35216	16604
1052	Anderson	150 Station Dr	Anderson	SC	29621	12096
1070	Charlotte (Northlake)	9320 Center Lake Drive	Charlotte	NC	28216	12775
1119	Kansas City (N Booth)	8373 N. Booth Avenue	Kansas City	MO	64158	12035
4117	Taylor	23269 Eureka Road	Taylor	MI	48180	19200
331	Royal Palm Bch	521 N State Road 7	Royal Palm Beach	FL	33411	23676
1221	Rochester (Ridge Rd)	2373 Ridge Rd W	Rochester	NY	14626	24010
5177	North Olmsted	24800 Brookpark Road	North Olmsted	OH	44070	12000
1304	Elk Grove	7440 Laguna Blvd	Elk Grove	CA	95758	9025
1173	Harrisburg	5125 Jonestown Rd	Harrisburg	PA	17112	10820
5231	Columbia	21 Conley Rd Ste K	Columbia	MO	65201	12000
1059	Greensboro (Lawndale)	2637 Lawndale Dr	Greensboro	NC	27408	12000
1181	Philadelphia (Oregon Ave)	330 W Oregon Ave	Philadelphia	PA	19148	12150
5149	Indianapolis	3622 Bethany Road	Indianapolis	IN	46268	13800
5199	Highland	10229 Indianapolis Blvd	Highland	IN	46322	12213
219	Plano East	3308 North Central Expwy	Plano	TX	75074	16010
350	Jensen Beach	4189 NW Federal Hwy	Jensen Beach	FL	34957	12400
485	Opelika	2534 Enterprise Dr	Opelika	AL	36801	8000
692	Patchogue	120 Sunrise Hwy	Patchogue	NY	11772	19703
728	Whitehall	2536 Macarthur Rd	Whitehall	PA	18052	14147
1108	St Petersburg	8051A Dr Martin Luther King Jr St N	St Petersburg	FL	33702	11940
957	Phoenix (Happy Valley Rd)	2501 W Happy Valley Rd	Phoenix	AZ	85085	12000
4111	Ann Arbor	2677 Oak Valley Dr	Ann Arbor	MI	48103	12650

1227	Albany	165 Washington Ave Ext	Albany	NY	12205	12058
571	Daly City	151B Serramonte Center	Daly City	CA	94015	16000
613	Commack	58 Veterans Memorial Hwy	Commack	NY	11725	9885
674	Staten Island (Richmond)	2795 Richmond Ave	Staten Island	NY	10314	9680
15	Niles (W Touhy)	5651 W. Touhy Avenue	Niles	IL	60714	17056
60	Mesquite	1340 N Town East Blvd	Mesquite	TX	75150	15000
64	Irving	3929 West Airport Freeway	Irving	TX	75062	12940
102	Snellville	1905 Scenic Highway	Snellville	GA	30078	12500
158	Southlake	1892 Mount Zion Rd	Morrow	GA	30260	14888
275	Athens	1791 Oconee Connector	Athens	GA	30606	15000
310	Columbus	5555 Whittlesey Blvd	Columbus	GA	31909	12000
315	Hollywood	3911 Oakwood Blvd	Hollywood	FL	33020	10049
332	Coral Springs	1270 N University Dr	Coral Springs	FL	33071	14975
404	Ralph Avenue	2265 Ralph Avenue	Brooklyn	NY	11234	13424
446	Thousand Oaks	2715 Teller Rd	Thousand Oaks	CA	91320	10000
450	Olympia	2315 4th Ave W.	Olympia	WA	98502	13600
457	Aurora	14160 E Ellsworth Ave	Aurora	CO	80012	11475
466	Puyallup	10408 156th St. East	Puyallup	WA	98374	14033
470	Salinas	1684 N Main St	Salinas	CA	93906	12000
479	Watauga	7612 Denton Hwy	Watauga	TX	76148	32895
482	Orland Park	14906 S La Grange Rd	Orland Park	IL	60462	13900
496	Stroudsburg	101 Pocono Commons Dr	Stroudsburg	PA	18360	10000
500	Orlando East	3220 East Colonial Drive	Orlando	FL	32803	12413
513	Allen Park	23195 Outer Dr	Allen Park	MI	48101	12000
518	Madison	223 Junction Rd	Madison	WI	53717	12316
525	Centereach	253 Centereach Mall	Centereach	NY	11720	14885
529	Sterling Heights	12220 Hall Rd	Sterling Heights	MI	48313	11508
570	Ft Collins	3500 S College Ave	Fort Collins	CO	80525	12745
573	Pasadena	3353 E Foothill Blvd	Pasadena	CA	91107	11220

574	Merrillville	2565 E 80th Ave	Merrillville	IN	46410	12100
575	Newington	3087 Berlin Turnpike	Newington	CT	6111	13669
578	Houston (Summit Sq.)	3225 Southwest Fwy	Houston	TX	77027	10285
584	Oakbrook Terrace	17W740 22nd Street	Oakbrook Terrace	IL	60181	14558
615	Massapequa	5500 Sunrise Hwy	Massapequa	NY	11758	10759
618	Lexington	2172 Sir Barton Way	Lexington	KY	40509	12000
621	Cedar Park	11066 Pecan Park Blvd	Cedar Park	TX	78613	10758
639	Van Nuys	7882 Van Nuys Blvd	Van Nuys	CA	91402	11000
646	Reno	2825 Northtowne Ln	Reno	NV	89512	12240
655	Vista Palms	7153 Narcoosse Road	Orlando	FL	32822	12000
688	Springfield	6640 Loisdale Road	Springfield	VA	22150	11600
689	Islip	2396 Sunrise Hwy	Islip	NY	11751	14400
699	Hurst	1403 W Pipeline Rd	Hurst	TX	76053	14996
714	Moorestown	1180 Nixon Drive	Mt. Laurel	NJ	8054	13381
727	Bethlehem	2404 Catasauqua Rd	Bethlehem	PA	18018	9800
746	Paramus (Rt 17)	669 N Rt 17	Paramus	NJ	7652	10833
829	McDonough	1554 HWY 20 West	McDonough	GA	30253	12000
836	White Plains	431 Tarrytown Rd	White Plains	NY	10607	12430
840	Knoxville	8503 Kingston Pike	Knoxville	TN	37919	11646
842	Knoxville	11334 Parkside Drive	Knoxville	TN	37934	14662
843	Chesapeake (Portsmouth)	4107 Portsmouth Blvd.	Chesapeake	VA	23321	14002
846	Nanuet	123 Rockland Center	Nanuet	NY	10954	14963
879	Lake Worth	6628 Lake Worth Blvd	Lake Worth	TX	76135	13721
963	Apopka	2370 E Semoran Blvd.	Apopka	FL	32703	13600
974	Spring	6600 Spring Stueber Rd	Spring	TX	77389	12500
976	Culver City	11000 Jefferson Blvd	Culver City	CA	90230	11124
989	Clarksville	2850 Wilma Rudolph Blvd	Clarksville	TN	37040	15330
990	Odessa	3875 East 42nd Street	Odessa	TX	79762	10000
1038	Montgomery	2759 East Blvd	Montgomery	AL	36117	19117
1075	Norman	552 ED Noble Parkway	Norman	OK	73072	13366

1077	Okc Memorial	13830 North Pennsylvania Avenue	Oklahoma City	OK	73134	14017
1123	Conroe	1306 W. Davis Street	Conroe	TX	77304	15150
1144	Fargo	4340 13th Ave S	Fargo	ND	58103	12021
1169	Fairfax	10700 Fairfax Blvd	Fairfax	VA	22030	11985
1174	Wyomissing	2785 Papermill Rd	Wyomissing	PA	19610	12000
1187	Sterling	47100 Community Plz	Sterling	VA	20164	12500
1197	Nashville (Charlotte)	6622 Charlotte Pike	Nashville	TN	37209	12000
1198	Columbia	6090 Garners Ferry Road	Columbia	SC	29209	10827
1203	Pleasant Hill	545 Contra Costa Blvd	Pleasant Hill	CA	94523	12000
1506	Torrance (Crenshaw Blvd.)	25361 Crenshaw Blvd	Torrance	CA	90505	9000
1514	Mission Viejo (Marguerite Pkwy.)	25410 Marguerite Pkwy	Mission Viejo	CA	92692	12500
1516	Oxnard	211 W Esplanade Dr	Oxnard	CA	93036	16097
1517	Santa Clarita	27029 McBean Pkwy	Santa Clarita	CA	91355	9710
4110	Madison Heights	32351 John R Road	Madison Heights	MI	48071	22366
5187	Grand Island	2235 N Webb Rd	Grand Island	NE	68803	12000
5193	Dublin	6655 Sawmill Road	Dublin	OH	43017	16401
5207	Melrose Park	1222 Winston Plz	Melrose Park	IL	60160	14160
5210	Vernon Hills	555 East Townline Road	Vernon Hills	IL	60061	12000
5256	Hoffman Estates	19 Golf Ctr Ste 194	Hoffman Estates	IL	60169	13000
5259	Green Bay	831 S Military Ave	Green Bay	WI	54304	15540
5275	Beavercreek	2720 Towne Dr Ste 400	Dayton	OH	45431	13000
5280	Newport News	12134 Jefferson Ave	Newport News	VA	23602	12980
5321	Avon	10123 US Route 36	Avon	IN	46123	16585
5340	Hamilton	3431 Princeton Rd # 105	Hamilton	OH	45011	10741
6006	Shrewsbury	100 Boston Tpke.	Shrewsbury	MA	1545	10219
6015	Attleboro	1140 Newport Ave.	Attleboro	MA	2703	15000
6034	Chelmsford	288 Chelmsford Street	Chelmsford	MA	1824	13260

583	Indianapolis	10537 E Washington St	Indianapolis	IN	46229	10150
889	Hamden	2100 Dixwell Avenue	Hamden	CT	6514	12000
498	Fairfield	1574 Gateway Blvd	Fairfield	CA	94533	18347
942	Albuquerque (Wyoming Blvd)	4410 Wyoming Blvd NE	Albuquerque	NM	87111	13875
5157	Omaha	12979 West Center Road	Omaha	NE	68144	18666
6038	Brighton	1660 Soldiers Field Rd.	Brighton	MA	2135	9566
10	Virginia Beach	3754 Virginia Beach Blvd	Virginia Beach	VA	23452	20000
411	New Hartford	4525 Commercial Dr	New Hartford	NY	13413	14173
587	Evansville	311 N Burkhardt Rd	Evansville	IN	47715	11750
629	Berwyn	7123 Cermak Rd Plaza	Berwyn	IL	60402	13015
751	Laguna Niguel	27110 Alicia Pkwy	Laguna Niguel	CA	92677	15000
1124	College Station	1659 Texas Avenue South	College Station	TX	77840	11250
605	Long Beach	7571 Carson Blvd	Long Beach	CA	90808	18098
681	New York City (14Th St)	38 W 14th St	New York	NY	10011	13130
5329	Ankeny	2010 SE Delaware Ave Ste 214	Ankeny	IA	50021	13463
6030	N.Dartmouth	86 N. Dartmouth Mall	North Dartmouth	MA	2747	10595
593	Lubbock	6038 Marsha Sharp Fwy	Lubbock	TX	79407	18000
641	Corpus Christi	5425 S Spid Dr	Corpus Christi	TX	78411	12000
1178	Philadelphia (Roosevelt Blvd)	10500 Roosevelt Blvd	Philadelphia	PA	19116	11500
3201	Westminster (Sheridan Blvd)	9420 Sheridan Blvd	Westminster	CO	80031	12076
1233	Jacksonville (Atlantic Blvd)	9400 Atlantic Blvd	Jacksonville	FL	32225	NA
5208	Hixson	5760 Highway 153	Hixson	TN	37343	12000
6042	Manchester	1051 S Willow St	Manchester	NH	3103	15000
6065	Seekonk	231A Highland Ave	Seekonk	MA	2771	10224
238	Cutler Bay	20831 S Dixie Hwy	Miami	FL	33189	15000
357	Melbourne	1557 W New Haven Ave	Melbourne	FL	32904	21000
1039	Huntsville	2750 Carl T Jones Dr SE	Huntsville	AL	35802	12800
671	Homestead	911 N Homestead Blvd	Homestead	FL	33030	10000

954	Mesa (Dobson Rd)	821 N Dobson Rd	Mesa	AZ	85201	12000
595	Lakeland	3615 S Florida Ave	Lakeland	FL	33803	13200
981	Richland	2907 Queensgate Drive	Richland	WA	99352	12500
938	Overland Park	8400 W 135th St	Overland Park	KS	66223	11000
1034	Birmingham	1608 Montclair Rd	Birmingham	AL	35210	15000
1041	Spanish Fort	10200 Eastern Shore Blvd	Spanish Fort	AL	36527	12750
6046	Walpole	30 Providence Highway	East Walpole	MA	2032	11110
203	Lewisville	735 Hebron Pkwy	Lewisville	TX	75057	15000
264	Cumming	1150 Market Place Blvd	Cumming	GA	30041	11250
327	Tallahassee	1739 Apalachee Parkway	Tallahassee	FL	32301	14430
416	Denton	2315 Colorado Blvd	Denton	TX	76205	11874
426	North Las Vegas	5643 Centennial Center Blvd.	Las Vegas	NV	89149	11072
429	Henderson	520 Marks St	Henderson	NV	89014	20530
441	Santee	9850 Mission Gorge Rd	Santee	CA	92071	9400
463	Bellevue	15600 NE 8th St	Bellevue	WA	98008	12548
469	Flower Mound	6101 Long Prairie Rd	Flower Mound	TX	75028	11974
487	Arroyo	7285 Arroyo Crossing Pkwy	Las Vegas	NV	89113	12000
539	Livonia	13477 Middlebelt Road	Livonia	MI	48150	23943
552	Mason	9608 S Mason-Montgomery Rd.	Mason	OH	45040	14827
580	San Dimas	852 W Arrow Hwy	San Dimas	CA	91773	10000
588	Houston (Westheimer Rd)	13441 Westheimer Road	Houston	TX	77077	12197
631	Houston (Tidwell)	13760 Northwest Freeway	Houston	TX	77040	11862
638	San Jose (Blossom)	863 Blossom Hill Rd	San Jose	CA	95123	11493
642	Colorado Springs	7690 N. Academy Blvd.	Colorado Springs	CO	80920	15964

645	Cranberry	20215-20217 Rte 19	Cranberry Township	PA	16066	9690
650	Chicago (Fullerton)	1755 W Fullerton Ave	Chicago	IL	60614	11400
651	Wpb	1901 North Military Trail	West Palm Beach	FL	33409	20640
712	Princeton	670 Nassau Park Blvd	Princeton	NJ	8540	12000
738	Lanham (Woodmore Twn Cntr)	9101 Woodmore Centre Drive	Lanham	MD	20706	13372
759	Beaumont	5725 Eastex Freeway	Beaumont	TX	77706	15000
827	Stafford	1240 Stafford Market Pl.	Stafford	VA	22556	12800
854	Overton Park (Ft Worth)	4826 SW Loop 820	Fort Worth	TX	76109	12389
887	Waterbury	910 Wolcott Street	Waterbury	CT	6705	7933
952	Phoenix (Ray Rd)	4715 E. Ray Road	Phoenix	AZ	85044	13567
992	Austin (Frontage Rd)	9600 S IH 35 Frontage Rd.	Austin	TX	78748	15000
1048	Baton Rouge	7054 Siegen Ln	Baton Rouge	LA	70809	13050
1067	Charlotte (South Blvd)	5407 South Blvd	Charlotte	NC	28217	11766
1079	Okc Main Store	6413 SW 3rd St.	Oklahoma City	OK	73128	11004
1111	Tyler	4801 S. Broadway Ave	Tyler	TX	75703	12000
1130	Waco	2800 W. Loop 340	Waco	TX	76711	12000
1133	Abilene	3536 S. Clack Street	Abilene	TX	79606	10000
1146	Minot	2400 10th St. SW	Minot	ND	58701	8318
1168	Baileys Crossroads	5522 Leesburg Pike Ste B	Baileys Crossroads	VA	22041	11900
1183	Fairless Hills	461 S Oxford Valley Rd	Fairless Hills	PA	19030	11551
1519	Victorville	12410 Amargosa Rd	Victorville	CA	92392	12250
1521	Downey (Lakewood Blvd.)	12076 Lakewood Blvd	Downey	CA	90242	10000
3203	Denver (Stapleton)	7757 E 36th Ave	Denver	CO	80238	10010
4138	Holland (Spring Meadows)	6645 Airport Highway	Holland	OH	43528	13500
5217	Middleburgh Heights	6935 Southland Drive	Middleburg Heights	OH	44130	17700

5249	Tampa	15064 N Dale Mabry Hwy	Tampa	FL	33618	11021
5266	Niles	9471 N Milwaukee Ave	Niles	IL	60714	12225
6002	Saugus	1160 Broadway Space #1160C	Saugus	MA	1906	10000
5346	Louisville	10230 Westport Rd	Louisville	KY	40241	10000
652	Round Rock	2601 South Highway 35	Round Rock	TX	78664	12000
710	Clifton	385 Route 3	Clifton	NJ	7014	11071
1165	Temple	3060 S. 31st Street	Temple	TX	76502	15000
1176	Lancaster	1700 Fruitville Pike Ste C	Lancaster	PA	17601	11491
5283	Gurnee	6675 Grand Ave Ste B	Gurnee	IL	60031	14443
1241	San Diego (Carmel Mountain Rd)	11465 Carmel Mountain Rd	San Diego	CA	92128	NA
4134	Orion Township	4846 S Baldwin Rd	Orion Township	MI	48359	12910
234	Douglasville	2910 Chapel Hill Rd	Douglasville	GA	30135	12000
422	Portchester	435 Boston Post Rd	Portchester	NY	10573	10000
506	Anaheim	418 N Euclid St	Anaheim	CA	92801	9400
817	Mokena	11375 Lincoln Hwy	Mokena	IL	60448	12600
1101	Santa Rosa	2675 Santa Rosa Ave	Santa Rosa	CA	95407	10308
3202	Lakewood	7000 W Alameda Ave	Lakewood	CO	80226	12909
5332	Sanford	2171 Wp Ball Blvd	Sanford	FL	32771	11700
708	Port St Lucie	1745 NW St Lucie West Blvd	Port St Lucie	FL	34986	13130
850	Bridgeville	1155 Washington Pike	Bridgeville	PA	15017	14218
993	Rialto	1295 W. Renaissance Pkwy.	Rialto	CA	92376	12000
5295	Geneva	1548 S Randall Rd	Geneva	IL	60134	13000
1050	Gulfport	15212 Crossroads Pkwy	Gulfport	MS	39503	13000
59	Richardson	501 W Belt Line Rd	Richardson	TX	75080	12400
221	Conyers	1390 Dogwood Dr SE	Conyers	GA	30013	11000
857	Tomball	28591 Tomball Parkway	Tomball	TX	77375	11812

1177	Exton	201 W Lincoln Hwy	Exton	PA	19341	15000
1242	San Diego (Genesee Ave)	4251 Genesee Ave	San Diego	CA	92117	NA
1191	Bismarck	807 S. 7th Street	Bismarck	ND	58504	10500
439	Glendale	2935 Los Feliz Blvd	Los Angeles	CA	90039	10000
619	Augusta	249 Robert C Daniel Jr Pkwy	Augusta	GA	30909	11000
62	South Arlington	1520 W Interstate 20	Arlington	TX	76017	11629
178	Buckhead	2900 Peachtree Road NW	Atlanta	GA	30305	12240
248	Newnan(Base)	553 Bullsboro Dr	Newnan	GA	30265	12000
308	Ppines East	220 University Drive	Pembroke Pines	FL	33024	11000
326	Sunrise	12540 W. Sunrise Blvd	Sunrise	FL	33323	11317
333	Doral	10650 NW 19th St	Miami	FL	33172	10930
338	Pensacola	6241-A North Davis Highway	Pensacola	FL	32504	16196
373	Summerville	432 Azalea Square Blvd	Summerville	SC	29483	12395
408	Watchung	1684 Route 22 East	Watchung	NJ	7069	15323
421	Mckinney	2097 North Central Expressway	McKinney	TX	75070	12000
427	Chino Hills	3850 Grand Ave	Chino	CA	91710	20000
438	Silverdale	9551 Ridgetop	Silverdale	WA	98383	16520
449	Sacramento	1703 Arden Way	Sacramento	CA	95815	16116
486	Eastvale	12339 Limonite Ave	Eastvale	CA	91752	11045
488	Euless	2800 State Highway 121	Euless	TX	76039	14003
504	Middletown	470 Route 211 E	Middletown	NY	10940	12000
511	Roseville	32469 Gratiot Avenue Macomb Mall	Roseville	MI	48066	15774
544	Alhambra	2500 W Commonwealth Ave	Alhambra	CA	91803	13300
569	Rockford	5836 E State St	Rockford	IL	61108	19300
581	Laurel	14802 Baltimore Avenue	Laurel	MD	20707	13124

614	San Jose (Tully)	1986 Tully Rd	San Jose	CA	95122	10101
623	Boynton Bch	339 N Congress Ave	Boynton Beach	FL	33426	12000
624	Modesto	2401 McHenry Ave	Modesto	CA	95350	13191
625	Lafayette	5700 Johnston St	Lafayette	LA	70503	19960
664	Chicago	1514 W 33rd St	Chicago	IL	60608	10100
669	Torrance (Hawthorne)	19670 Hawthorne Blvd	Torrance	CA	90503	9996
687	Maspeth	7417 Grand Ave	Elmhurst	NY	11373	10320
718	Yonkers	2630 Central Park Avenue	Yonkers	NY	10710	17500
747	Bridgewater	730 Rte 202	Bridgewater	NJ	8807	12541
748	Edgewater	509 River Rd	Edgewater	NJ	7020	11890
786	Houston (Wallisville Rd)	5946 East Sam Houston Pkw North	Houston	TX	77049	12000
807	Pearland	2608 Smith Ranch Rd	Pearland	TX	77584	12000
822	Valparaiso	2410 Laporte Ave.	Valparaiso	IN	46383	9765
866	Winter Springs	5916 Red Bug Lake Rd	Winter Springs	FL	32708	14123
880	Wappingers Falls	1701 Route 9	Wappinger's Falls	NY	12590	12000
891	Lexington	127 W Tiverton Way	Lexington	KY	40503	12325
940	Santa Fe	528 W Cordova Rd	Santa Fe	NM	87505	13000
950	Mesa (Baseline Rd)	1236 E Baseline Rd	Mesa	AZ	85204	12000
1015	Newark	1297 Churchman's Road	Newark	DE	19713	11911
1025	Laredo	5506 San Bernando Ave	Laredo	TX	78041	11942
1054	Spartanburg	150 E Blackstock Rd	Spartanburg	SC	29301	9000
1058	Fayetteville	2065 Skibo Rd Unit 4	Fayetteville	NC	28314	14000
1073	Okc Edmond	526 S Bryant Ave	Edmond	OK	73034	14483
1150	Chanhassen	830 W 78th St	Chanhassen	MN	55317	8765
1161	Tulsa (Memorial)	10111 East 71st Street	Tulsa	OK	74133	12635
1163	San Luis Obispo	271-A Madonna Rd.	San Luis Obispo	CA	93405	10036
1192	Austin (Hwy 35)	5441 North Interstate Highway 35	Austin	TX	78723	10750

1509	Upland	338 South Mountain Ave.	Upland	CA	91786	11882
5105	Bloomingtondale	152 S. Gary Avenue	Bloomingtondale	IL	60108	12985
5113	Joliet	2661 Plainfield Rd	Joliet	IL	60435	12720
5174	Kenosha	7150 Green Bay Road	Kenosha	WI	53142	12000
5220	Colonial Heights	1865 Southpark Blvd	Colonial Heights	VA	23834	10225
5258	Syracuse (Erie Blvd)	3409 Erie Blvd. E.	Syracuse	NY	13214	12000
5273	North Canton	5557 Dressler Rd NW	North Canton	OH	44720	13076
555	Woodbury	8063 Jericho Tpke	Woodbury	NY	11797	12000
589	Fishers	8600 E 96th St	Fishers	IN	46037	10200
1061	Winston	566 S Stratford Rd	Winston Salem	NC	27103	12500
1114	Rockwall	1107 Ridge Road	Rockwall	TX	75087	12000
1142	El Paso (Joe Battle Blvd)	1842 Joe Battle Blvd	El Paso	TX	79936	12000
1167	San Rafael	580 Francisco Blvd W	San Rafael	CA	94901	9970
189	Wheatland (S Dallas)	39759 LBJ Freeway	Dallas	TX	75237	12000
560	West Covina	2620 E Workman Ave	West Covina	CA	91791	10000
1043	Harvey	1600 West Bank Expressway	Harvey	LA	70058	14236
1515	Simi Valley	415 Cochran St	Simi Valley	CA	93065	12000
558	South Miami	6272 S Dixie Hwy	South Miami	FL	33143	15611
947	Goodyear	1805 N. Pebble Creek Pkwy.	Goodyear	AZ	85395	15068
5513	Waldorf	2910 Festival Way	Waldorf	MD	20601	12093
6027	Clearwater	2539 Countryside Blvd	Clearwater	FL	33761	11914
76	Santa Ana	3837 S Bristol St	Santa Ana	CA	92704	12400
951	Phoenix (Encanto Blvd)	7515 W Encanto Blvd	Phoenix	AZ	85035	12000
5279	Columbus	3707 Easton Market	Columbus	OH	43219	13050
594	Willoughby	36315 Euclid Ave	Willoughby	OH	44094	11211
406	Jersey City	733 Highway 440	Jersey City	NJ	7304	9175
948	Scottsdale	15745 N. Hayden Road	Scottsdale	AZ	85260	11000
266	Ft Myers	5025 S Cleveland Ave	Ft Myers	FL	33907	10957
1066	Concord	6110 Bayfield Pkwy	Concord	NC	28027	11957

1235	Springfield	2620 S Campbell Ave	Springfield	MO	65807	NA
941	Glendale	8026 West Bell Road	Glendale	AZ	85308	14289
1106	Brandon	145 Brandon Town Center Dr	Brandon	FL	33511	12300
1237	Savannah	8108 Abercorn St	Savannah	GA	31406	NA
480	Mays Landing	530 Consumer Sq	Mays Landing	NJ	8330	12000
943	Phoenix (Peoria Ave)	2738 W Peoria Ave	Phoenix	AZ	85029	10654
1239	San Diego (Rio San Diego Dr)	8330 Rio San Diego Dr	San Diego	CA	92108	NA
1179	North Wales	163 Witchwood Dr	North Wales	PA	19454	11430
706	Winchester	143 Market Street	Winchester	VA	22603	12000
5520	Annapolis	2325H Forest Dr	Annapolis	MD	21401	11614
1093	Rockville	1500 Rockville Pike	Rockville	MD	20852	13256
1095	Frederick	5600 Urbana Pike Ste C	Frederick	MD	21704	10653
1243	Temecula	40486 Winchester Rd	Temecula	CA	92591	NA
1171	Philadelphia (Cottman Ave)	2201 Cottman Ave	Philadelphia	PA	19149	9953
220	Cumberland	2955 Cobb Pkwy SE	Atlanta	GA	30339	11070
425	West Babylon	737 W Montauk Hwy	West Babylon	NY	11704	11250
505	Ford City	8141 S Cicero Ave	Chicago	IL	60652	12000
514	Pico Sepulveda	2480 S Sepulveda Blvd	Los Angeles	CA	90064	12800
611	Norfolk	1217-1229 N Military Hwy	Norfolk	VA	23502	11708
633	Lake Charles	3140 E Prien Lake Rd	Lake Charles	LA	70615	11284
665	Tukwila	17356 Southcenter Pkwy	Tukwila	WA	98188	11200
695	Deptford	1500 Almonesson Rd	Deptford	NJ	8096	17000
944	Tucson (Broadway)	5566 E Broadway	Tucson	AZ	85711	14000
996	Medford	3657 Crater Lake Highway	Medford	OR	97504	11000
1011	Jackson	1253 Vann Drive	Jackson	TN	38305	8155
1113	Amarillo	8511 West Interstate, I-40	Amarillo	TX	79121	12546
1115	Lee'S Summit	940 NE Sam Walton Lane	Lees Summit	MO	64086	12000

1148	Roseville	2487 Fairview Ave N	Roseville	MN	55113	10801
1160	Rogers	2203 S Promenade Blvd	Rogers	AR	72758	10107
5229	Peoria	5001 N. Big Hollow Road	Peoria	IL	61615	11384
6071	Manchester	1444 Pleasant Valley Rd D-01	Manchester	CT	6040	11499
861	Pickerington	10701 Blacklist Eastern Road	Pickerington	OH	43147	12685
1096	Gaithersburg	295 Kentlands Blvd	Gaithersburg	MD	20878	11146
1062	Hickory	1942 Catawba Valley Blvd SE	Hickory	NC	28602	12000
998	Asheville	80 S Tunnel Rd	Asheville	NC	28805	15033
143	Duluth	3675 Satellite Blvd	Duluth	GA	30096	15155
550	Rainbow (Las Vegas)	2301 N Rainbow Blvd	Las Vegas	NV	89108	10500
65	Dallas (Medallion)	305 Medallion Ctr	Dallas	TX	75214	11250
117	Denver	2530 S. Colorado Road	Denver	CO	80222	14200
137	Chesapeake	109 Volvo Parkway	Chesapeake	VA	23320	14000
912	Norwalk	500 Connecticut Ave	Norwalk	CT	6854	12693
1026	Garner	280 Shenstone Blvd	Garner	NC	27529	10580
1027	Raleigh (Sumner)	3604 Sumner Boulevard	Raleigh	NC	27616	10146
1028	Cary	203 Crossroads Blvd	Cary	NC	27518	9970
1029	Manassas	10862 Sudley Manor Dr	Manassas	VA	20109	16115
1032	Durham	5402 New Hope Commons Dr	Durham	NC	27707	12125
1118	Beaverton	8905 SW Cascade Ave	Beaverton	OR	97008	11430
1196	Chattanooga	2210-B Hamilton Pkwy Blvd	Chattanooga	TN	37421	20841
5318	Algonquin	704 S Randall Rd	Algonquin	IL	60102	10920
1020	Eatontown	50 NJ-36	Eatontown	NJ	7724	12035
409	Oceanside	3098 Long Beach Rd	Oceanside	NY	11572	15500
953	Chandler	2770 E Germann Rd	Chandler	AZ	85286	12000

530	Brooklyn (Nostrand)	3797-3849 Nostrand Ave	Brooklyn	NY	11235	10000
754	League City	2560 Gulf Freeway South	League City	TX	77573	12000
376	Winter Garden	3089 Daniels Rd	Winter Garden	FL	34787	11970
1180	Warminster	924 W Street Rd	Warminster	PA	18974	11385
1194	Nashville (Lebanon)	3177 Lebanon Pike	Nashville	TN	37214	12294
196	Arlington Heights	111 W Rand Rd	Arlington Heights	IL	60004	12050
324	Ppines West	14804 Pines Blvd	Pembroke Pines	FL	33027	12000
477	Oswego	2406 US-34	Oswego	IL	60543	12012
556	New Hyde Park	2317 New Hyde Park Rd	New Hyde Park	NY	11042	10000
683	Atascocita	6705 FM 1960 Rd East	Humble	TX	77346	12055
739	Burleson	1107 N Burleson Blvd	Burleson	TX	76028	9042
757	Richmond	5466 West Grand Parkway South	Richmond	TX	77406	12325
811	Edinburg	305 E. Trenton Road	Edinburg	TX	78539	12000
820	Crestwood	13220 S. Cicero Ave.	Crestwood	IL	60418	16129
892	Spokane Valley	13806 E. Indiana Avenue	Spokane Valley	WA	99216	12500
1057	Wilmington	4715 New Centre Dr Ste F	Wilmington	NC	28405	12000
1060	Greensboro (Windover)	5408-A Sapp Rd	Greensboro	NC	27409	10625
1097	Columbia	6181 Old Dobbin Ln	Columbia	MD	21045	10912
1098	Hagerstown	17682 Garland Groh Blvd	Hagerstown	MD	21740	8444
1134	Harlingen	914 Dixieland Rd	Harlingen	TX	78550	11250
1156	Tuscaloosa	1800 McFarland Blvd E	Tuscaloosa	AL	35404	11218
1158	Baytown	6616 Garth Rd	Baytown	TX	77521	8553
1159	Fairlawn	3737 W Market St	Fairlawn	OH	44333	9180
1193	Lynnwood	2617 196th St SW	Lynnwood	WA	98036	11434
4124	Novi	43741 W Oaks Dr	Novi	MI	48377	12549

5137	Naperville	576 S Route 59	Naperville	IL	60540	11987
5141	West Allis	6718 W Greenfield Ave	West Allis	WI	53214	11513
5268	Dickson City	630 Commerce Blvd	Dickson City	PA	18519	12480
5285	Bradenton	845 Cortez Rd W	Bradenton	FL	34207	13320
6047	Nashua Dw	266 Daniel Webster Hwy	Nashua	NH	3060	9336
6064	New Port Richey	5145 US-19	New Port Richey	FL	34652	11489
1185	Pottstown	230 Upland Square Drive	Pottstown	PA	19464	9000
61	West Plano	1701 Preston Rd	Plano	TX	75093	14392
566	Brea	2485 E Imperial Hwy	Brea	CA	92821	10000
337	Mall Of Ga	3205 Woodward Crossing Blvd	Buford	GA	30519	16223
1030	Raleigh (Brier)	8081 Brier Creek Parkway	Raleigh	NC	27617	12000
600	Forestville	3235 Donnell Dr	Forestville	MD	20747	15235
673	Carmel	2009 East Greyhound Pass	Carmel	IN	46032	12640
562	Carle Place	192 Glen Cove Rd	Carle Place	NY	11514	11049
1056	Columbia (Irmo)	144 Harbison Blvd	Columbia	SC	29212	12001
1072	Westminster (Delaware St)	14458 Delaware St	Westminster	CO	80023	8500
183	Northlake	2100-A Henderson Mill Rd NE	Atlanta	GA	30345	14990
522	The Bronx	310-320 Baychester Ave	Bronx	NY	10475	10000
1044	Metairie	3009 Veterans Memorial Blvd	Metairie	LA	70002	10350
661	San Marcos	157 South Las Posas Road	San Marcos	CA	92078	13600
679	Orange	763 S Main St	Orange	CA	92868	11000
1140	Apple Valley	7365 153rd St W	Apple Valley	MN	55124	11000
1202	Merrick	1692 Merrick Rd	Merrick	NY	11566	NA
1508	Corona	390 N McKinley Street	Corona	CA	92879	10000
3	East Hanover	346 Route 10 W	East Hanover	NJ	7936	15000

628	Fredericksburg	1280 Carl D Silver Pkwy	Fredericksburg	VA	22401	12000
1071	Frisco	3333 Preston Rd	Frisco	TX	75034	10495
1510	Redlands	27588 W Lugonia Ave	Redlands	CA	92374	10000
223	Gainesville	863 Dawsonville Highway	Gainesville	GA	30501	14580
414	Turlock	3015 N Tegner Rd	Turlock	CA	95380	12000
442	West Hills (Fallbrook)	6559 Fallbrook Ave	West Hills	CA	91307	15000
565	North Babylon	1239 Deer Park Ave (Rte 231)	North Babylon	NY	11703	13398
690	Yorktown Heights	3333 Crompond Rd	Yorktown Heights	NY	10598	14504
763	West Des Moines	6503 Mills Civic Pkwy	West Des Moines	IA	50266	12680
853	Everett (Everett Mall)	1402 SE Everett Mall Way	Everett	WA	98208	12600
874	Costa Mesa	2200 Harbor Blvd	Costa Mesa	CA	92627	14000
1102	Tampa (Dale Mbry Hwy)	418 N Dale Mabry Hwy	Tampa	FL	33609	9500
1195	Brentwood	1630 Galleria Blvd	Brentwood	TN	37027	11889
1199	Surprise	13220 N Prasada Pkwy	Surprise	AZ	85388	NA
1200	Pasadena	8044 Ritchie Hwy	Pasadena	MD	21122	13804
1236	Stamford	2275 Summer St	Stamford	CT	6905	NA
5242	Latham	873 New Loudon Rd	Latham	NY	12110	12000
171	Lincoln Park	3417 N Western Ave	Chicago	IL	60618	10500
6013	Burlington	34 Cambridge St.	Burlington	MA	1803	9601
481	Cedar Hill	715 N US Hwy 67	Cedar Hill	TX	75104	14184
5140	Brookfield	285 Discovery Drive	Brookfield	WI	53045	12720
1100	Wheaton	11006 Veirs Mill Road	Wheaton	MD	20902	11291

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

PARTY CITY HOLDCO INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 24-90621 (ARP)
)
) (Jointly Administered)
) **Re: Docket No. ____**

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME
THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”) (a) authorizing the Debtors to assume that certain Consulting Agreement, which is attached to the Motion as Exhibit A (the “Consulting Agreement”), (b) authorizing and approving the continuation and/or initiation of phased store closings and related matters in accordance with the terms of the Consulting Agreement and the Store Closing Procedures, with such sales to be free and clear of all liens, claims, and encumbrances, (c) authorizing customary bonuses to non-insider supervisors and employees at the Debtors’ Closing Stores and distribution center who remain employed for the duration of the store-closing process (the “Store Closing Bonuses”), (d) approving modifications to certain customer programs, including the return policy, and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Rieger-Paganis Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Party City Holdco Inc. (9758); Amscan Inc. (1359); Am-Source, LLC (8427); Party City Corporation (3692); Party City Holdings Inc. (3029); PC Intermediate Holdings, Inc. (1229); and Trisar, Inc. (0659). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 100 Tice Boulevard, Woodcliff Lake, New Jersey 07677.

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

the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; 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 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; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Consulting Agreement is hereby assumed as of the date of this Final Order. The Debtors are authorized, pursuant to section 363(b) of the Bankruptcy Code, to perform under the Consulting Agreement, including, without limitation, making payments required thereunder (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). All such payments of fees and reimbursement of expenses shall be free and clear of any and all encumbrances.

2. The Consulting Agreement and related documents may be immaterially modified, amended, or supplemented by the parties thereto in accordance with the terms thereof (with notice to counsel to the ABL Agent and Ad Hoc Noteholder Group) without further order of this Court, provided that any material amendment or modification of economic terms shall be subject to Court

approval. Any modifications, amendments, or supplementations to the Consulting Agreement will be promptly provided to any statutory committee appointed in these cases.

3. The Store Closing Procedures, which are attached hereto as Exhibit 1, are reasonable and appropriate and are approved in their entirety.

4. The Debtors are authorized to (a) immediately conduct Store Closing Sales and (b) discontinue operations at the Closing Stores, in each case, in accordance with this Final Order, the Store Closing Procedures, and the Consulting Agreement. The Debtors will maintain insurance coverage at each of the Closing Stores as required by the applicable leases.

5. The Debtors and/or the Consultant are authorized to abandon certain Store Closing Assets remaining at the Closing Stores, the holding or sale of which, in the Debtors' discretion, would result in a net loss to their estates. Any and all FF&E remaining at the Closing Stores on the effective date of rejection of the applicable leases of non-residential real property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, free and clear of all liens, claims, encumbrances, or interests. As of the effective date of rejection of the applicable leases of non-residential real property, the landlords for such Closing Stores may, in their sole discretion and without further notice to any party or order of the Court, utilize and/or dispose of such abandoned FF&E without further notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition. The rights of the counterparties to any such rejected leases for Closing Stores to assert claims for the disposition of such abandoned FF&E are reserved, as are all parties' rights to object to such claims.

6. Notwithstanding any other provision of this Final Order, (a) the Debtors are not authorized to abandon, and are directed to remove, any hazardous materials as defined under applicable law from any leased premises as and to the extent they are required to do so by

applicable law and (b) to the extent the Debtors seek to abandon personal property that contains any “personally identifiable information,” as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors’ employees, customers, and/or any other individual, the Debtors shall remove such personal and/or confidential information from such personal property before abandonment.

7. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Final Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant. The Debtors shall serve a copy of this Final Order on any party alleged to be in possession of Merchandise or FF&E.

8. 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 Closing Sales and to take the related actions authorized herein.

9. All newspapers and other advertising media in which the Store Closing Sales may be advertised and all landlords are directed to accept this Final Order as binding authority to authorize the Debtors and the Consultant to conduct the Store Closing Sales and the sale of Merchandise and FF&E pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of Merchandise and FF&E in the manner contemplated by and in accordance with this Final Order, the Store Closing Procedures, and the Consulting Agreement.

10. Provided that the Store Closing Sales are conducted in accordance with the terms of this Final Order, the Consulting Agreement, and the Store Closing Procedures, the Debtors and the Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are

authorized to conduct the Store Closing Sales in accordance with the terms of this Final Order and the Store Closing Procedures without the necessity of further showing compliance with any such Liquidation Sale Laws. To the extent that the Store Closing Sales or actions taken in order to effectuate the Store Closing Sales are subject to Liquidation Sale Laws, the following procedures shall apply and are deemed fair, reasonable, and compliant with applicable law:

- a. Provided that any Store Closing Sale is conducted in accordance with this Final Order and the Store Closing Procedures, the Debtors, the Consultant, and the Debtors' landlords shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government and state requirements governing the conduct of a Store Closing Sale with respect to the Store Closing Assets, including, but not limited to, local statutes, regulations, and ordinances establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Store Closing Sale and sales of the Store Closing Assets of any state or local Governmental Unit (as defined in section 101(27) of the Bankruptcy Code); *provided* that the Liquidation Sale Laws shall be deemed not to include any public health or safety laws of any state (collectively, "Safety Laws"), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws as well as criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic, and consumer protection laws (collectively, "General Laws"), subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Final Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.
- b. Within three business days after entry of this Final Order, the Debtors will serve by first-class mail copies of this Final Order, the Consulting Agreement, and the Store Closing Procedures on the following: (a) the Attorney General's office for each state where the Store Closing Sale is being held; (b) the county consumer protection agency or similar agency for each county where the Store Closing Sale is being held; (c) the division of consumer protection for each state where the Store Closing Sale is being held; and (d) the landlords for the Closing Stores (collectively, the "Dispute Notice Parties").
- c. To the extent that there is a dispute arising from or relating to the Store Closing Sale, this Final Order, the Consulting Agreement, or the Store Closing Procedures, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within 10 days following entry of this Final Order, any Governmental Unit may assert that

a Reserved Dispute exists by sending a notice explaining the nature of the dispute to: (i) on behalf of Party City Corporation, 100 Tice Boulevard, Woodcliff Lake, NJ 07677, Attn: Ian Heller, and Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Kenneth S. Ziman, Christopher Hopkins, and Stephanie P. Lascano; (ii) on behalf of Gordon Brothers Retail Partners, LLC, 101 Huntington Avenue, 11th Floor, Boston, Massachusetts 02199, Attn: David Braun, and Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Steven E. Fox; and (iii) the landlord for the applicable Closing Store. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

- d. In the event that a Dispute Resolution Motion is filed, nothing in this Final Order shall preclude the Debtors, a landlord, or any other interested party from asserting that (i) the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code or (ii) neither the terms of this Final Order nor the conduct of the Debtors pursuant to this Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Final Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sale pursuant to this Final Order absent further order of the Bankruptcy Court. Upon the entry of this Final Order, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Store Closing Sale pursuant to the terms of this Final Order, the Consulting Agreement, and the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- e. If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions herein by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made de novo.

11. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Closing Store closures, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of: (a) the Debtors' next regularly scheduled payroll and (b) seven calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

12. Except as expressly provided in the Consulting Agreement, the Store Closing Sales, including the sale of the Merchandise and FF&E, shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Closing Store closures or the Store Closing Sales (including the sale of the Merchandise and FF&E), the rejection of leases, abandonment of assets, or "going dark" provisions. Breach of any such provisions in these chapter 11 cases in conjunction with the Closing Store closures or the Store Closing Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Closing Store closures and Store Closing Sales are conducted in accordance with the terms of this Final Order, any Side Letters (as defined herein), and the Store Closing Procedures. The Debtors and/or Consultant and landlords of the Closing Stores are authorized to enter into agreements between themselves (the "Side Letters") modifying the Store Closing Procedures without further order of the Court, and such Side Letters shall be binding as among the Debtors and Consultant and any such landlords; *provided* that nothing in such Side Letters affects the provisions of this Final Order other than with respect to the conduct of the Store Closing Sales, for which the terms of such Side Letter shall control. In the event of a dispute between the Debtors or Consultant and a landlord regarding the terms of a Side Letter, either the

Debtors, Consultant, or the landlord may seek an emergency hearing before this Court on no less than three business days' notice, unless the parties agree to a hearing on shorter notice, subject to the Court's availability. Copies of any Side Letters will be provided to counsel to the ABL Agent and the Ad Hoc Noteholder Group promptly following entry.

13. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closing Assets, and all sales of Store Closing Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all liens, claims, encumbrances, and other interests; *provided, however*, that any such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closing Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closing Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

14. Starting on December 23, 2024, all sales of Store Closing Assets shall be "as is" and final. Returns related to the purchase of Store Closing Assets from and after this date shall not be accepted at any stores; *provided* that the Consultant shall accept return of any goods 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 the time period proscribed by the Debtors' return policy that was in effect when the merchandise was purchased, the consumer must provide a receipt, and the asserted defect must in fact be a "latent" defect. The Debtors' will continue to honor returns, in exchange for store credit to be used at the location where the return is made, for items purchased fewer than

thirty (30) days prior to December 23, 2024, *provided* the customer has a valid receipt and such store credit is not used to repurchase the same, or substantially similar, item as was returned.

15. Except as expressly provided for herein or in the Store Closing Procedures, no person or entity, including, but not limited to, any landlord, licensor, service provider, utility provider, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the sale of Merchandise or FF&E, the advertising and promotion of such sales, or the Store Closing Sales. These persons or entities are also hereby barred from instituting any action or proceeding in any court (other than in this Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closing Sales, the sale of the Merchandise or FF&E, the advertising and promotion of such sales, the Store Closing Sales, and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

16. Neither the Store Closing Procedures, Consulting Agreement, nor this Final Order authorize the Debtors to lease, sell, or otherwise transfer to the Consultant or any other party the personal identifying information of any customers, unless such lease, sale, or transfer is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules. 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 Store Closing Sales.

17. The Debtors shall remove or cause to be removed any confidential and/or personal identifying information 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 it unreadable or undecipherable. At the conclusion of the Store Closing Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer personal identifying information and that any records containing such were shredded, erased, or otherwise modified to render it unreadable or undecipherable.

18. The Debtors are authorized to make payments in accordance with the Store Closing Bonus Plan, as may be amended or modified from time to time subject to the reasonable consent of the Directing Cash Collateral Agent.

19. The Debtors are authorized to make the modifications described in the Motion to the customer programs.

20. Notwithstanding anything to the contrary in this Order, the Debtors and the Consultant are not authorized to, and shall not, abandon equipment provided by Comcast Cable Communications Management, LLC and its affiliates (collectively, “Comcast”) but excluding any inside wiring located in the Debtors’ leased premises (the “Comcast Equipment”). For clarity, the wiring will be subject to abandonment in accordance with this Order and the wiring shall not be removed by Comcast or the Debtors or the Consultant. The Debtors shall use commercially reasonable efforts to return Comcast Equipment in the Debtors’ leased premises prior to any applicable effective date of rejection in accordance with their valid agreements with Comcast. Nothing herein shall alter, amend, modify, or waive Comcast’s rights and remedies under its valid agreements with the Debtors, all of which rights are expressly preserved.

21. The entry of this Final Order is in the best interests of the Debtors and their estates, creditors, and all other parties in interest.

22. To the extent of any conflict between this Final Order, the Store Closing Procedures, and the Consulting Agreement, the terms of this Final Order shall control over all other documents and the Store Closing Procedures shall control over the Consulting Agreement. To the extent of any conflict between the Store Closing Procedures, the Consulting Agreement, this Final Order, and any Side Letter, the terms of such Side Letter shall control.

23. Nothing contained herein is intended to be or should be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this or any order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (other than the Consulting Agreement); (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

24. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, any obligation incurred and any relief or authorization granted herein, shall not be inconsistent with, and shall be subject to and in compliance with the requirements imposed on the Debtors

under the terms of each interim and final order entered by the Court in respect of the *Debtors'* *Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Use Cash Collateral and (B) Grant Liens and Provide Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. [●]] (collectively, such interim and final orders, the “Cash Collateral Order”) filed substantially contemporaneously herewith, including compliance with any approved budget or cash flow forecast in connection therewith (and any permitted variances thereto) and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Order. To the extent there is any inconsistency between the terms of the Cash Collateral Order and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

25. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

28. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion, the Store Closing Procedures, and the Consulting Agreement.

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

Houston, Texas

Dated: _____, 2025

ALREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Store Closing Procedures¹

¹ Capitalized terms used but not defined in these Store Closing Procedures have the meanings given to them in this Final Order, to which these Store Closing Procedures are attached as Exhibit 1, or the Motion, as applicable.

1. The Store Closing Sales will be conducted during normal business hours or such hours as otherwise permitted by the applicable unexpired lease.

2. The Store Closing Sales will be conducted in accordance with applicable state and local “Blue Laws,” and thus, where such a law is applicable, no Store Closing Sales will be conducted on Sunday unless the Debtors have been operating such stores on Sundays prior to the commencement of the Store Closing Sales.

3. On “shopping center” property, neither the Debtors nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the applicable lease or if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Debtors and the Consultant may solicit customers in the Closing Stores themselves. On “shopping center” property, neither the Debtors nor the Consultant shall use any flashing lights or amplified sound to advertise the Store Closing Sales or solicit customers, except as permitted under the applicable lease or agreed in writing by the landlord.

4. At the conclusion of the Sale, the Consultant shall vacate the Closing Stores in broom clean condition; *provided* that the Consultant may leave in place and without further responsibility or liability of any kind any furniture, fixtures, and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (collectively, “FF&E”) not sold in the Sale at the conclusion of the Sale, without cost or liability of any kind to Consultant. For the avoidance of doubt, as of the conclusion of the Sale or the vacate date, as applicable, the Consultant may leave in place and without further responsibility or liability of any kind, any FF&E.

5. The Debtors and the Consultant shall have the right to use and sell the FF&E. The Debtors and the Consultant may advertise the sale of the FF&E in a manner consistent with these Store Closing Procedures. The purchasers of any FF&E sold during the Store Closing Sales shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Closing Store 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.

6. The Debtors and the Consultant may, but are not required to, advertise all of the Store Closing Sales as “store closing,” “sale on everything,” “everything must go,” or similarly themed sales. The Debtors and the Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Store Closing Procedures.

7. The Consultant shall be entitled to include Additional Consultant Goods (as defined in the Consulting Agreement) in the Sale in accordance with the terms of the Consulting Agreement.

8. The Debtors and the Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closing Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Debtors nor the Consultant shall use neon or “day-glo” on its sign walkers, display, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. 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 Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall Closing Stores and (b) 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 Store Closing is being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Debtors and the Consultant shall be permitted to utilize sign walkers in a safe and professional manner. The Debtors and the Consultant shall also be permitted to use 4'x40' exterior banners, A-frames, feather flags, and banners listing "building for sale" with contact information. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

9. Neither the Debtors nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any Closing Stores or shopping centers, or to interior or exterior store lighting, except with respect to the hanging of exterior banners or as authorized by the applicable lease. The hanging of in-store signage shall not constitute an alteration to a Closing Store.

10. Affected landlords will have the ability to negotiate with the Debtors, or at the Debtors' direction, the Consultant, any particular modifications to the Store Closing Procedures. The Debtors and the landlord of any Closing 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.

11. Conspicuous signs will be posted in each of the affected stores to the effect that all sales are "final."

12. The Debtors will keep store premises and surrounding areas clear and orderly, consistent with past practices.

13. An unexpired non-residential real property lease will not be deemed rejected by reason of a Store Closing or the adoption of these Store Closing Procedures.

14. The rights of landlords against the Debtors for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease; *provided* that (a) closed stores shall be surrendered in as-is condition and (b) to the extent certain leases of closed stores require written confirmation of receipt of a key to effectuate surrender, this requirement is waived.

15. If and to the extent that the landlord of any Closing Store contends that the Debtors or the Consultant are in breach of or default under these Store Closing Procedures, such landlord shall provide at least five days' written notice, served by email or overnight delivery, on:

If to the Debtors:

Party City Corporation
100 Tice Boulevard
Woodcliff Lake, NJ 07677
Attn: Ian Heller, General Counsel

with copies (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Kenneth S. Ziman, Christopher Hopkins, and Stephanie P. Lascano

- and -

Porter Hedges LLP
1000 Main Street, 36th Floor
Houston, TX 77002
Attn: John Higgins, Shane Johnson, and Aaron J. Power

If to the Consultant:

Gordon Brothers Retail Partners, LLC
Prudential Tower
800 Boylston Street
Boston, MA 02119
Attn: Rick Edwards, President
David Braun, Senior Corporate Counsel

Email: redwards@gordonbrothers.com
dbraun@gordonbrothers.com

with copies (which shall not constitute notice) to:

Rierner & Braunstein LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, New York 10036
Attn: Steven E. Fox
Email: sfox@riernerlaw.com

16. If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule an emergency hearing before the Court on no less than three business days' notice, unless the parties agree to a hearing on shorter notice, subject to the Court's availability.

Exhibit 2

Closing Stores

Store No.	Store	Address	City	State	Zip Code	Square Ft
490	Wilkes Barre	2190 Highland Park Blvd.	Wilkes Barre	PA	18702	16080
968	Hanford	1842 W Lacey Ave	Hanford	CA	93230	15980
1162	Tulsa (Southroads)	5301 E 41st St	Tulsa	OK	74135	12394
6049	Waterford	915 Hartford Tpke	Waterford	CT	6385	10000
5205	Cape Girardeau	244 Siemers Dr	Cape Girardeau	MO	63701	10800
994	Elmira	845 County Road 64	Elmira	NY	14903	10000
890	Longmont	1240 South Hover St	Longmont	CO	80501	15300
1219	Fremont (Christy St.)	39210 Fremont HUB	Fremont	CA	94538	25000
5213	St Clairsville	50825 Valley Plaza Dr	Saint Clairsville	OH	43950	12000
6028	Sarasota	3670 Bee Ridge Rd.	Sarasota	FL	34233	10200
868	Port Arthur	2770 Hwy 365	Port Arthur	TX	77640	14284
1135	St. Louis Park	5825 Excelsior Boulevard	St. Louis Park	MN	55416	12000
1228	Johnson City	420 Harry L Dr	Johnson City	NY	13790	12000
1504	Burbank (Hollywood Way)	2011 N Hollywood Way	Burbank	CA	91505	8000
1145	Grand Forks	2861 32nd Ave S	Grand Forks	ND	58201	7055
5135	Mishawaka	5816 Grape Rd	Mishawaka	IN	46545	12000
5163	St. Louis (Lemay Plaza)	2560 Lemay Ferry Rd	Saint Louis	MO	63125	15000
207	West Dade	11865 SW 26th St	Miami	FL	33175	10000
862	Brunswick	40 Altama Village Drive	Brunswick	GA	31525	11130
1226	Erie	1908 Keystone Dr	Erie	PA	16509	13330
323	Boca South	22191 Powerline Rd Ste 23C	Boca Raton	FL	33433	10000
1053	Greenville	1117 Woodruff Rd	Greenville	SC	29607	12000
1232	Jacksonville (Argyle Forest Blvd)	6001 Argyle Forest Blvd	Jacksonville	FL	32244	NA
649	Columbus (Polaris)	1297 Polaris Parkway	Columbus	OH	43240	11367
239	East Cobb	4281 Roswell Rd	Marietta	GA	30062	12376
309	Aventura	18861 Biscayne Blvd.	Aventura	FL	33180	10206

374	London Square	13550 SW 120th St	Miami	FL	33186	12000
471	Woodinville	18027 Garden Way NE	Woodinville	WA	98072	8570
561	Olivette	9612 Olive Blvd	Olivette	MO	63132	14204
1139	Coon Rapids	3360 124th Ave NW	Coon Rapids	MN	55433	11112
1188	Chantilly	14409 Chantilly Crossing Ln	Chantilly	VA	20151	12000
1231	Jacksonville (San Jose Blvd)	11112 San Jose Blvd Ste 12	Jacksonville	FL	32223	NA
6014	Enfield	90 Elm Street	Enfield	CT	6082	16485
135	Westchester	8675 SW 24th St	Miami	FL	33155	15000
166	Hialeah	775 W 49th St	Hialeah	FL	33012	12279
304	Ftl (Commercial)	843 East Commercial Blvd	Oakland Park	FL	33334	12215
348	Bonita Springs	8070 Mediterranean Dr	Estero	FL	33928	12000
410	Pasadena	4585 East Sam Houston Parkway South	Pasadena	TX	77505	18000
418	Ft Worth	435 Sherry Lane	Fort Worth	TX	76114	12240
424	Orlando	4024 Eastgate Drive	Orlando	FL	32839	13769
430	Westland	35655 Warren Road	Westland	MI	48185	25200
440	McAllen	732 E Expressway 83	McAllen	TX	78503	18000
443	Rancho Cucamonga	11098 Foothill Blvd	Rancho Cucamonga	CA	91730	13584
444	Brentwood	2470 Sand Creek Rd	Brentwood	CA	94513	12000
445	Escondido	1109 W. Valley Parkway	Escondido	CA	92025	16300
464	Covington	27339 Covington Way SE	Covington	WA	98042	15000
474	Burlington	2030 S. Burlington Blvd	Burlington	WA	98233	13809
491	Brownsville	3000 Pablo Kisel Blvd	Brownsville	TX	78526	12549
520	La Habra	1441 W. Imperial Hwy	La Habra	CA	90631	10749
527	Rosedale	253-01 Rockaway Blvd	Rosedale	NY	11422	29822
591	Orange	292 Boston Post Rd	Orange	CT	6477	12927
609	Toledo	4962 Monroe St	Toledo	OH	43623	11600

610	Denver (Park Meadows)	8222 S Yosemite St	Centennial	CO	80112	16000
622	Compton	208 Towne Center Drive	Compton	CA	90220	13185
635	San Leandro	15555 E 14th Street	San Leandro	CA	94578	12100
644	Dublin	4575 Rosewood Drive	Pleasanton	CA	94588	22517
647	Mt. Kisco	162 E MAIN ST	Mount Kisco	NY	10549	11077
672	Federal Way	31417 Pacific Hwy South	Federal Way	WA	98003	14977
686	Harriman Commons	128 Bailey Farm Road	Monroe	NY	10950	14360
701	Kingston	950 Miron Lane	Kingston	NY	12401	12234
713	Hamilton	180 Marketplace Blvd	Hamilton	NJ	8691	12000
715	Millville	2148 N 2nd St	Millville	NJ	8332	10463
717	Voorhees	79 Route 73 & Cooper Rd	Voorhees	NJ	8043	12000
734	Rockaway	357 Mount Hope Avenue	Rockaway	NJ	7866	46000
741	New York City (Columbus Ave)	660 Columbus Avenue	New York	NY	10025	12707
745	Paramus (Rt 4)	165 W Rt 4	Paramus	NJ	7652	13644
750	Riverside	2550 Canyon Springs Pkwy	Riverside	CA	92507	15625
752	Reseda	19389 Victory Blvd	Reseda	CA	91335	13200
753	Williamsport	1738 E. 3rd Street	Williamsport	PA	17701	13100
758	Houston (Copperfield)	6757 Highway 6 North	Houston	TX	77084	23500
808	Gulfgate	516 Gulfgate Center Mall	Houston	TX	77087	11850
810	Cupertino	20740 Stevens Creek Blvd.	Cupertino	CA	95014	18000
813	Columbus	1171 N National Avenue	Columbus	IN	47201	14800
816	Monroeville	275 Monroeville Mall	Monroeville	PA	15146	15435
828	Delran	4004 U.S. 130	Delran	NJ	8075	10126
839	Ellisville	15909 Manchester Rd	Ellisville	MO	63011	15667
849	Saginaw	2918 Tittabawassee Rd	Saginaw	MI	48604	13874
852	Dover	1047 North Dupont Hwy	Dover	DE	19901	12000
860	Bronx (E Fordham Rd)	1 Fordham Plaza	Bronx	NY	10458	10313
876	Redding	1613 Hilltop Drive	Redding	CA	96002	10305
877	Aiken	1396 Whiskey Road	Aiken	SC	29803	12500

882	Citris Heights	6302 Sunrise Blvd	Citrus Heights	CA	95610	11700
884	Clark	1255 Raritan Road	Clark	NJ	7066	11200
897	Vancouver	8920 NE 5th AVE	VANCOUVER	WA	98665	11000
898	Florence	114 Woody Jones Blvd	Florence	SC	29501	12000
901	Simsbury	530 Bushy Hill Road	Simsbury	CT	6070	12180
902	Bristol	574 Pinnacle Parkway	Bristol	TN	37620	15000
905	Bowling Green	1865 Campbell Lane Suite 300	Bowling Green	KY	42104	11360
914	St. Augustine	440 CBL Drive	St. Augustine	FL	32086	15000
923	Naples	4377 Tamiami Trail North	Naples	FL	34103	18676
924	Southfield	29800 Southfield Rd	Southfield	MI	48076	22455
936	Wichita (Rock Rd)	3411 N Rock Rd	Wichita	KS	67226	8750
937	Wichita (Kellogg Dr)	6866 W Kellogg Dr	Wichita	KS	67209	9200
949	Phoenix (Cactus Rd)	4533 E Cactus Rd	Phoenix	AZ	85032	14687
971	Houston (Greenspoint)	10245 North Fwy	Houston	TX	77037	13280
977	Lakewood	5919 Lakewood Town Center Blvd. SW	Lakewood	WA	98499	15564
995	Greenville	703 SE Greenville Blvd.	Greenville	NC	27858	12000
1040	Birmingham	5287 Highway 280	Birmingham	AL	35242	14167
1090	Owings Mills	10385 Reisterstown Rd	Owings Mills	MD	21117	11604
1122	Roanoke	1410 Towne Square Blvd NW	Roanoke	VA	24012	9598
1126	Longview	1011 Wal Street	Longview	TX	75605	15000
1138	Maplewood	3000 White Bear Ave N	Maplewood	MN	55109	13789
1149	St Cloud	3959 2nd St S	St Cloud	MN	56301	10771
1170	Springfield	601 West Baltimore Pike	Springfield	PA	19064	12152
1175	Mechanicsburg	6499 Carlisle Pike	Mechanicsburg	PA	17050	11946
1211	Redwood City	1289 Veterans Blvd	Redwood City	CA	94063	11015
1230	Blasdell	4408 Milestrip Rd	Blasdell	NY	14219	18052

3301	Colorado Sprgs. (New Ctr. Point)	3036 New Center Pt	Colorado Springs	CO	80922	10800
4000	Muskegon	5725 South Harvey St	Muskegon	MI	49444	12888
4109	Portage	6805 South Westnedge Ave	Portage	MI	49002	15701
4140	W. Carrollton	2142 Miamisburg-Centerville Road	Dayton	OH	45459	14735
5119	Countryside	102 Countryside Plz	Countryside	IL	60525	12000
5136	Brown Deer	9150 N Green Bay Rd	Brown Deer	WI	53209	12400
5139	Moline	4371 16th St	Moline	IL	61265	10512
5150	Fort Wayne	283 East Coliseum Blvd	Fort Wayne	IN	46805	12615
5151	Marion	1420 Twixt Town Rd	Marion	IA	52302	21495
5168	Cincinnati	10204 Colerain Ave	Cincinnati	OH	45251	15328
5198	Lafayette	311 Sagamore Pkwy N	Lafayette	IN	47904	14822
5209	Springfield	3329 S Veterans Pkwy	Springfield	IL	62704	21500
5274	Clarksburg	526 Emily Dr	Clarksburg	WV	26301	11200
5276	Muncie	800 E McGalliard Rd	Muncie	IN	47303	12000
5281	Louisville	4631 Outer Loop	Louisville	KY	40219	14420
5291	Cookeville	377 W Jackson St Ste 3B	Cookeville	TN	38501	12112
5293	Cincinnati	5555 Glenway Ave	Cincinnati	OH	45238	12840
5330	O'Fallon	2935 Highway K	O Fallon	MO	63368	15000
5334	Sioux City	5001 Sergeant Rd Ste 70	Sioux City	IA	51106	11705
5337	Greenfield	5058 S 74th St	Greenfield	WI	53220	12638
5523	N Charleston	7800 Rivers Avenue	North Charleston	SC	29406	13120
5524	Salisbury	2640 N Salisbury Blvd	Salisbury	MD	21801	12986
6001	W.Roxbury	1580 VFW Parkway	West Roxbury	MA	2132	18055
6005	Quincy	120 Walter J. Hannon Parkway	Quincy	MA	2169	16412
6018	Bellingham	209 Hartford Ave.	Bellingham	MA	2019	9092
6022	Avon	15 Stockwell Drive	Avon	MA	2322	12650

6026	Raynham	600 South Street West	Raynham	MA	2767	12065
6048	Millbury	70 Worcester Providence Tpke	Millbury	MA	1527	10132
6056	Warwick	1350 Bald Hill Road	Warwick	RI	2886	14301
6062	E. Hartford	15-17 Main Street	East Hartford	CT	6118	10800
6068	Peabody	300 Andover St	Peabody	MA	1960	14315
1401	Lancaster (Valley Central Way)	44600 Valley Central Way	Lancaster	CA	93536	13465
4	Wayne	1625 Route 23	Wayne	NJ	7470	15560
159	Town Center	50 Barrett Pkwy	Marietta	GA	30066	14500
809	Woodland	1386 E. Main Street	Woodland	CA	95776	12712
1143	El Paso (Sunland Park Dr)	655 Sunland Park Dr	El Paso	TX	79912	8373
1182	Plymouth Meeting	2470 Chemical Rd	Plymouth Meeting	PA	19462	8580
4133	Brighton	8057 Challis Rd	Brighton	MI	48116	10400
6012	Cranston	162 Hillside Rd.	Cranston	RI	2920	11740
1109	Independence	19850 E. Jackson Drive	Independence	MO	64057	20000
1129	Texarkana	2315 Richmond Road	Texarkana	TX	75503	11500
317	Pincrest	13615 South Dixie Hwy	Palmetto Bay	FL	33176	11208
523	Boca Turnpike	8095 Glades Rd	Boca Raton	FL	33434	15999
716	Sicklerville	611 Cross Keys Road	Sicklerville	NJ	8081	16677
945	Tucson (Calle Santa Cruz)	5367 S Calle Santa Cruz	Tucson	AZ	85706	12000
1049	Mandeville	3371 Highway 190	Mandeville	LA	70471	12500
1068	Pineville	7601-A Pineville Matthews Rd	Charlotte	NC	28226	15742
1305	Folsom (E. Bidwell St.)	2780 E Bidwell St	Folsom	CA	95630	9048
548	Tustin	2826 El Camino Real	Tustin	CA	92782	12516
168	Northbrook	307 Skokie Blvd	Northbrook	IL	60062	15058
546	San Jose	1600 Saratoga Ave	San Jose	CA	95129	10728
1063	Mooreville	590 F River Hwy	Mooreville	NC	28117	12000
1091	Catonsville	6508 Baltimore National Pike	Baltimore	MD	21228	8800

3206	Aurora	23901 E Orchard Rd	Aurora	CO	80016	14767
5175	Mentor	9134 Mentor Ave	Mentor	OH	44060	12941
139	Austell	4155 Austell Rd	Austell	GA	30106	11040
564	St. Louis (Sunset Hills)	10790 Sunset Hills Plz	Saint Louis	MO	63127	12000
955	Gilbert	5364 S Power Rd	Gilbert	AZ	85295	12000
1036	Mobile	300 Azalea Rd	Mobile	AL	36609	16851
1186	Woodbridge	14026 Shoppers Best Way	Woodbridge	VA	22192	9050
1240	San Diego (Rosecrans St)	3309 Rosecrans St	San Diego	CA	92110	NA
6058	Citrus Park	12799 Citrus Plaza Dr	Tampa	FL	33625	8055
1224	Cheektowaga	145 Galleria Drive	Cheektowaga	NY	14225	16073
4107	Kentwood	5114 28th St SE	Grand Rapids	MI	49512	10322
5203	Davenport	5255 Elmore Ave	Davenport	IA	52807	12155
1051	Ft Walton Beach	99 Elgin Pkwy	Ft Walton Beach	FL	32548	11990
519	Brooklyn	625 Atlantic Ave	Brooklyn	NY	11217	7905
1064	Gastonia	3686 E Franklin Blvd	Gastonia	NC	28056	11970
1189	Leesburg	510-A East Market St	Leesburg	VA	20176	12000
63	Carrollton	2540 North Josey Lane	Carrollton	TX	75006	11760
144	Downers Grove	1140 75th St	Downers Grove	IL	60516	12720
165	Cincinnati	8063 Montgomery Rd	Cincinnati	OH	45236	9984
169	Sugar Land	16734 Southwest Freeway	Sugar Land	TX	77479	19296
222	Fayetteville	128-A Pavilion Pkwy	Fayetteville	GA	30214	15200
289	Macon	4666 Presidential Pkwy	Macon	GA	31206	11048
292	Alpharetta	7011 North Point Parkway	Alpharetta	GA	30022	21000
316	N. Miami(163Rd)	15947 Biscayne Blvd	Miami	FL	33160	12638
319	Kendal West	13865 SW 88th St	Miami	FL	33186	8690
377	Kissimmee	641 Centerview Blvd.	Kissimmee	FL	34741	23000
403	Kenilworth	2450 US Highway 22	Kenilworth	NJ	7033	20486

431	Grandville	4515 Canal Ave SW	Grandville	MI	49418	12000
433	Lake Zurich	795 W Il Route 22	Lake Zurich	IL	60047	12000
478	Levittown	3541 Hempstead Tpke	Levittown	NY	11756	19800
492	East Lansing	420 Frandor Ave	Lansing	MI	48912	11200
507	Chula Vista	624 Palomar St	Chula Vista	CA	91911	8260
510	Miami Gardens	18452-18538 NW 67th Avenue	Hialeah	FL	33015	12288
521	Chula Vista (North 4Th)	40 North 4th Avenue	Chula Vista	CA	91910	14900
532	Lansing	450 River Oaks West	Calumet City	IL	60409	11774
541	Baldwin Park	3060 Baldwin Park Blvd	Baldwin Park	CA	91706	10147
551	Rochester Hills	1316 S Rochester Rd	Rochester Hills	MI	48307	17542
608	Mansfield	1551 Highway 287 North	Mansfield	TX	76063	12030
626	Richmond	3500A Klose Way	Richmond	CA	94806	12000
627	Cincinnati (Eastgate)	4450 Eastgate Blvd.	Cincinnati	OH	45245	12648
656	Shreveport	7547 Youree Drive	Shreveport	LA	71105	19834
691	Murfreesboro	1979 Old Fort Prkwy	Murfreesboro	TN	37129	12000
697	Waterford Lakes	1444 N. Alafaya Trail	Orlando	FL	32828	15000
705	Miami (Mid Town)	3401 N Miami Avenue #126	Miami	FL	33127	10830
707	Chula Vista (Otay Ranch TwN Cntr)	2015 Birch Road	Chula Vista	CA	91915	15541
737	Atlanta	4743-A Ashford Dunwoody	Atlanta	GA	30338	11933
749	Huntington Beach	16100 Beach Blvd	Huntington Beach	CA	92647	14054
760	Indio	42800 Jackson Ave	Indio	CA	92203	20390
761	Webster	1001 Bay Area Blvd.	Webster	TX	77598	18643
841	Knoxville	2901 Tazewell Pike	Knoxville	TN	37918	13268
883	Menifee	30115 Haun Road	Menifee	CA	92584	12093
904	South Burlington	215 Dorset Street	South Burlington	VT	5403	26357
907	Council Bluffs	3271 Marketplace Drive	Council Bluffs	IA	51501	15000
913	Fairfield	2009 Black Rock Tpke	Fairfield	CT	6825	12765

930	Aurora	7555 Market Place Drive	Aurora	OH	44202	18000
931	Cypress	28640 Highway 290	Cypress	TX	77433	15000
964	Clifton Park	54 The Crossing Boulevard	Clifton Park	NY	12065	12672
965	Huntington Park	7600 S Alameda St	Huntington Park	CA	90255	11507
967	Victor	44 Square Drive	Victor	NY	14564	12000
969	Union Gap	17 East Valley Mall Blvd	Union Gap	WA	98903	12000
970	Sevierville	713 Winfield Dunn Pkwy	Sevierville	TN	37876	10000
973	New Caney	21680 Market Place Drive	New Caney	TX	77357	12000
975	Howell	4771 US Route 9	Howell	NJ	7731	13471
980	Canton	2243 Cumming Highway	Canton	GA	30115	8000
997	Burlington	635 Huffman Mill Road	Burlington	NC	27215	12000
1021	Anchorage	3090 Mountain View	Anchorage	AK	99501	25000
1024	Hazlet	3082 Hwy 35	Hazlet	NJ	7730	9487
1035	Huntsville	6275 University Dr NW	Huntsville	AL	35806	12750
1069	Charlotte (Galleria)	1816 Galleria Blvd	Charlotte	NC	28270	11500
1092	East Point	7929 Eastern Ave	Baltimore	MD	21224	11654
1099	Towson	6311 York Rd	Baltimore	MD	21212	12264
1125	Kileen	1500B. Lowes Blvd.	Killeen	TX	76542	14125
1127	Midland	4612 Billingsley Blvd.	Midland	TX	79705	11595
1141	Bloomington	7989 1/2 Southtown Center	Bloomington	MN	55431	10987
1147	El Paso (Gateway Blvd W)	8889 Gateway Boulevard	El Paso	TX	79925	12014
1151	Woodbury	1505 Queens Dr	Woodbury	MN	55125	13115
1172	York	2801 E Market St	York	PA	17402	10247
1223	Rochester (Jefferson Rd)	700 Jefferson Rd	Rochester	NY	14623	15000
1225	Williamsville	5097 Transit Rd	Williamsville	NY	14221	12500
1244	Charleston	946 Orleans Road	Charleston	SC	29407	NA
1301	Roseville (Stanford Ranch)	6748 Stanford Ranch Rd	Roseville	CA	95678	18859

4002	Appleton (College Sq.)	613 N. Westhill Blvd.	Appleton	WI	54914	22568
4005	Onalaska	1228 Crossing Meadows	Onalaska	WI	54650	12000
4102	Flint (Miller Rd)	4339 Miller Road	Flint	MI	48507	18907
4139	Huber Heights	8160 Old Troy Pike	Huber Heights	OH	45424	10451
5117	Chicago	2554 N Narragansett	Chicago	IL	60639	20000
5148	Indianapolis (Hardigan St)	8703 Hardegan Street	Indianapolis	IN	46227	18000
5155	Louisville	4048 Taylorsville Rd	Louisville	KY	40220	14400
5162	Fairview Height	10845 Lincoln Trail	Fairview Heights	IL	62208	12000
5178	Clarksville	305 Lewis and Clark	Clarksville	IN	47129	12235
5179	Florence	7646 Mall Rd	Florence	KY	41042	18095
5184	Madison	2139 Zeier Road	Madison	WI	53704	13931
5189	Lincoln	3120 Pine Lake Road	Lincoln	NE	68516	10033
5190	Champaign	2019 N Prospect Ave	Champaign	IL	61822	11529
5202	St. Peters	293 Mid Rivers Mall Drive	Saint Peters	MO	63376	15955
5289	Lakeland	4286 US Highway 98 N	Lakeland	FL	33809	12000
5306	Westminster	405 N Center St Ste 30	Westminster	MD	21157	12000
5343	Shorewood	988 Brook Forest Ave	Shorewood	IL	60404	12013
5503	Cockeysville	9952 York Rd	Cockeysville	MD	21030	12415
5518	Bel Air	622 Marketplace Drive	Bel Air	MD	21014	14351
5522	Lynchburg	3700 Candler's Mt Rd	Lynchburg	VA	24502	10000
6004	Natick	321 Worcester Rd	Natick	MA	1760	20387
6017	Everett	8 Mystic View Road	Everett	MA	2149	12191
6019	Portland	220 Maine Mall Rd.	South Portland	ME	4106	9071
6052	Leominster	22 Watertower Plaza	Leominster	MA	1453	20960
6060	Chicopee	591 W Memorial Dr	Chicopee	MA	1020	15922
6066	Bangor	480 Stillwater Ave	Bangor	ME	4401	9900
6072	Plaistow	4 Plaistow Road	Plaistow	NH	3865	10100
601	Bloomington	401 N Veterans Pkwy	Bloomington	IL	61704	12779
1152	Maple Grove	12810 Elm Creek Blvd N	Maple Grove	MN	55369	12035

6025	St.Pete	1960 Tyrone Blvd.	St. Petersburg	FL	33710	11015
336	Camp Creek	3628 Marketplace Blvd	East Point	GA	30344	12000
413	Katy	435 South Fry Road	Katy	TX	77450	21883
932	Elgin	214 S Randall Rd	Elgin	IL	60123	15070
946	Albuquerque (Coors Byp)	10254 Coors Byp NW	Albuquerque	NM	87114	11113
1037	Birmingham	1615 Montgomery Hwy	Hoover	AL	35216	16604
1052	Anderson	150 Station Dr	Anderson	SC	29621	12096
1070	Charlotte (Northlake)	9320 Center Lake Drive	Charlotte	NC	28216	12775
1119	Kansas City (N Booth)	8373 N. Booth Avenue	Kansas City	MO	64158	12035
4117	Taylor	23269 Eureka Road	Taylor	MI	48180	19200
331	Royal Palm Bch	521 N State Road 7	Royal Palm Beach	FL	33411	23676
1221	Rochester (Ridge Rd)	2373 Ridge Rd W	Rochester	NY	14626	24010
5177	North Olmsted	24800 Brookpark Road	North Olmsted	OH	44070	12000
1304	Elk Grove	7440 Laguna Blvd	Elk Grove	CA	95758	9025
1173	Harrisburg	5125 Jonestown Rd	Harrisburg	PA	17112	10820
5231	Columbia	21 Conley Rd Ste K	Columbia	MO	65201	12000
1059	Greensboro (Lawndale)	2637 Lawndale Dr	Greensboro	NC	27408	12000
1181	Philadelphia (Oregon Ave)	330 W Oregon Ave	Philadelphia	PA	19148	12150
5149	Indianapolis	3622 Bethany Road	Indianapolis	IN	46268	13800
5199	Highland	10229 Indianapolis Blvd	Highland	IN	46322	12213
219	Plano East	3308 North Central Expwy	Plano	TX	75074	16010
350	Jensen Beach	4189 NW Federal Hwy	Jensen Beach	FL	34957	12400
485	Opelika	2534 Enterprise Dr	Opelika	AL	36801	8000
692	Patchogue	120 Sunrise Hwy	Patchogue	NY	11772	19703
728	Whitehall	2536 Macarthur Rd	Whitehall	PA	18052	14147
1108	St Petersburg	8051A Dr Martin Luther King Jr St N	St Petersburg	FL	33702	11940
957	Phoenix (Happy Valley Rd)	2501 W Happy Valley Rd	Phoenix	AZ	85085	12000
4111	Ann Arbor	2677 Oak Valley Dr	Ann Arbor	MI	48103	12650

1227	Albany	165 Washington Ave Ext	Albany	NY	12205	12058
571	Daly City	151B Serramonte Center	Daly City	CA	94015	16000
613	Commack	58 Veterans Memorial Hwy	Commack	NY	11725	9885
674	Staten Island (Richmond)	2795 Richmond Ave	Staten Island	NY	10314	9680
15	Niles (W Touhy)	5651 W. Touhy Avenue	Niles	IL	60714	17056
60	Mesquite	1340 N Town East Blvd	Mesquite	TX	75150	15000
64	Irving	3929 West Airport Freeway	Irving	TX	75062	12940
102	Snellville	1905 Scenic Highway	Snellville	GA	30078	12500
158	Southlake	1892 Mount Zion Rd	Morrow	GA	30260	14888
275	Athens	1791 Oconee Connector	Athens	GA	30606	15000
310	Columbus	5555 Whittlesey Blvd	Columbus	GA	31909	12000
315	Hollywood	3911 Oakwood Blvd	Hollywood	FL	33020	10049
332	Coral Springs	1270 N University Dr	Coral Springs	FL	33071	14975
404	Ralph Avenue	2265 Ralph Avenue	Brooklyn	NY	11234	13424
446	Thousand Oaks	2715 Teller Rd	Thousand Oaks	CA	91320	10000
450	Olympia	2315 4th Ave W.	Olympia	WA	98502	13600
457	Aurora	14160 E Ellsworth Ave	Aurora	CO	80012	11475
466	Puyallup	10408 156th St. East	Puyallup	WA	98374	14033
470	Salinas	1684 N Main St	Salinas	CA	93906	12000
479	Watauga	7612 Denton Hwy	Watauga	TX	76148	32895
482	Orland Park	14906 S La Grange Rd	Orland Park	IL	60462	13900
496	Stroudsburg	101 Pocono Commons Dr	Stroudsburg	PA	18360	10000
500	Orlando East	3220 East Colonial Drive	Orlando	FL	32803	12413
513	Allen Park	23195 Outer Dr	Allen Park	MI	48101	12000
518	Madison	223 Junction Rd	Madison	WI	53717	12316
525	Centereach	253 Centereach Mall	Centereach	NY	11720	14885
529	Sterling Heights	12220 Hall Rd	Sterling Heights	MI	48313	11508
570	Ft Collins	3500 S College Ave	Fort Collins	CO	80525	12745
573	Pasadena	3353 E Foothill Blvd	Pasadena	CA	91107	11220

574	Merrillville	2565 E 80th Ave	Merrillville	IN	46410	12100
575	Newington	3087 Berlin Turnpike	Newington	CT	6111	13669
578	Houston (Summit Sq.)	3225 Southwest Fwy	Houston	TX	77027	10285
584	Oakbrook Terrace	17W740 22nd Street	Oakbrook Terrace	IL	60181	14558
615	Massapequa	5500 Sunrise Hwy	Massapequa	NY	11758	10759
618	Lexington	2172 Sir Barton Way	Lexington	KY	40509	12000
621	Cedar Park	11066 Pecan Park Blvd	Cedar Park	TX	78613	10758
639	Van Nuys	7882 Van Nuys Blvd	Van Nuys	CA	91402	11000
646	Reno	2825 Northtowne Ln	Reno	NV	89512	12240
655	Vista Palms	7153 Narcoosse Road	Orlando	FL	32822	12000
688	Springfield	6640 Loisdale Road	Springfield	VA	22150	11600
689	Islip	2396 Sunrise Hwy	Islip	NY	11751	14400
699	Hurst	1403 W Pipeline Rd	Hurst	TX	76053	14996
714	Moorestown	1180 Nixon Drive	Mt. Laurel	NJ	8054	13381
727	Bethlehem	2404 Catasauqua Rd	Bethlehem	PA	18018	9800
746	Paramus (Rt 17)	669 N Rt 17	Paramus	NJ	7652	10833
829	McDonough	1554 HWY 20 West	McDonough	GA	30253	12000
836	White Plains	431 Tarrytown Rd	White Plains	NY	10607	12430
840	Knoxville	8503 Kingston Pike	Knoxville	TN	37919	11646
842	Knoxville	11334 Parkside Drive	Knoxville	TN	37934	14662
843	Chesapeake (Portsmouth)	4107 Portsmouth Blvd.	Chesapeake	VA	23321	14002
846	Nanuet	123 Rockland Center	Nanuet	NY	10954	14963
879	Lake Worth	6628 Lake Worth Blvd	Lake Worth	TX	76135	13721
963	Apopka	2370 E Semoran Blvd.	Apopka	FL	32703	13600
974	Spring	6600 Spring Stueber Rd	Spring	TX	77389	12500
976	Culver City	11000 Jefferson Blvd	Culver City	CA	90230	11124
989	Clarksville	2850 Wilma Rudolph Blvd	Clarksville	TN	37040	15330
990	Odessa	3875 East 42nd Street	Odessa	TX	79762	10000
1038	Montgomery	2759 East Blvd	Montgomery	AL	36117	19117
1075	Norman	552 ED Noble Parkway	Norman	OK	73072	13366

1077	Okc Memorial	13830 North Pennsylvania Avenue	Oklahoma City	OK	73134	14017
1123	Conroe	1306 W. Davis Street	Conroe	TX	77304	15150
1144	Fargo	4340 13th Ave S	Fargo	ND	58103	12021
1169	Fairfax	10700 Fairfax Blvd	Fairfax	VA	22030	11985
1174	Wyomissing	2785 Papermill Rd	Wyomissing	PA	19610	12000
1187	Sterling	47100 Community Plz	Sterling	VA	20164	12500
1197	Nashville (Charlotte)	6622 Charlotte Pike	Nashville	TN	37209	12000
1198	Columbia	6090 Garners Ferry Road	Columbia	SC	29209	10827
1203	Pleasant Hill	545 Contra Costa Blvd	Pleasant Hill	CA	94523	12000
1506	Torrance (Crenshaw Blvd.)	25361 Crenshaw Blvd	Torrance	CA	90505	9000
1514	Mission Viejo (Marguerite Pkwy.)	25410 Marguerite Pkwy	Mission Viejo	CA	92692	12500
1516	Oxnard	211 W Esplanade Dr	Oxnard	CA	93036	16097
1517	Santa Clarita	27029 McBean Pkwy	Santa Clarita	CA	91355	9710
4110	Madison Heights	32351 John R Road	Madison Heights	MI	48071	22366
5187	Grand Island	2235 N Webb Rd	Grand Island	NE	68803	12000
5193	Dublin	6655 Sawmill Road	Dublin	OH	43017	16401
5207	Melrose Park	1222 Winston Plz	Melrose Park	IL	60160	14160
5210	Vernon Hills	555 East Townline Road	Vernon Hills	IL	60061	12000
5256	Hoffman Estates	19 Golf Ctr Ste 194	Hoffman Estates	IL	60169	13000
5259	Green Bay	831 S Military Ave	Green Bay	WI	54304	15540
5275	Beavercreek	2720 Towne Dr Ste 400	Dayton	OH	45431	13000
5280	Newport News	12134 Jefferson Ave	Newport News	VA	23602	12980
5321	Avon	10123 US Route 36	Avon	IN	46123	16585
5340	Hamilton	3431 Princeton Rd # 105	Hamilton	OH	45011	10741
6006	Shrewsbury	100 Boston Tpke.	Shrewsbury	MA	1545	10219
6015	Attleboro	1140 Newport Ave.	Attleboro	MA	2703	15000
6034	Chelmsford	288 Chelmsford Street	Chelmsford	MA	1824	13260

583	Indianapolis	10537 E Washington St	Indianapolis	IN	46229	10150
889	Hamden	2100 Dixwell Avenue	Hamden	CT	6514	12000
498	Fairfield	1574 Gateway Blvd	Fairfield	CA	94533	18347
942	Albuquerque (Wyoming Blvd)	4410 Wyoming Blvd NE	Albuquerque	NM	87111	13875
5157	Omaha	12979 West Center Road	Omaha	NE	68144	18666
6038	Brighton	1660 Soldiers Field Rd.	Brighton	MA	2135	9566
10	Virginia Beach	3754 Virginia Beach Blvd	Virginia Beach	VA	23452	20000
411	New Hartford	4525 Commercial Dr	New Hartford	NY	13413	14173
587	Evansville	311 N Burkhardt Rd	Evansville	IN	47715	11750
629	Berwyn	7123 Cermak Rd Plaza	Berwyn	IL	60402	13015
751	Laguna Niguel	27110 Alicia Pkwy	Laguna Niguel	CA	92677	15000
1124	College Station	1659 Texas Avenue South	College Station	TX	77840	11250
605	Long Beach	7571 Carson Blvd	Long Beach	CA	90808	18098
681	New York City (14Th St)	38 W 14th St	New York	NY	10011	13130
5329	Ankeny	2010 SE Delaware Ave Ste 214	Ankeny	IA	50021	13463
6030	N.Dartmouth	86 N. Dartmouth Mall	North Dartmouth	MA	2747	10595
593	Lubbock	6038 Marsha Sharp Fwy	Lubbock	TX	79407	18000
641	Corpus Christi	5425 S Spid Dr	Corpus Christi	TX	78411	12000
1178	Philadelphia (Roosevelt Blvd)	10500 Roosevelt Blvd	Philadelphia	PA	19116	11500
3201	Westminster (Sheridan Blvd)	9420 Sheridan Blvd	Westminster	CO	80031	12076
1233	Jacksonville (Atlantic Blvd)	9400 Atlantic Blvd	Jacksonville	FL	32225	NA
5208	Hixson	5760 Highway 153	Hixson	TN	37343	12000
6042	Manchester	1051 S Willow St	Manchester	NH	3103	15000
6065	Seekonk	231A Highland Ave	Seekonk	MA	2771	10224
238	Cutler Bay	20831 S Dixie Hwy	Miami	FL	33189	15000
357	Melbourne	1557 W New Haven Ave	Melbourne	FL	32904	21000
1039	Huntsville	2750 Carl T Jones Dr SE	Huntsville	AL	35802	12800
671	Homestead	911 N Homestead Blvd	Homestead	FL	33030	10000

954	Mesa (Dobson Rd)	821 N Dobson Rd	Mesa	AZ	85201	12000
595	Lakeland	3615 S Florida Ave	Lakeland	FL	33803	13200
981	Richland	2907 Queensgate Drive	Richland	WA	99352	12500
938	Overland Park	8400 W 135th St	Overland Park	KS	66223	11000
1034	Birmingham	1608 Montclair Rd	Birmingham	AL	35210	15000
1041	Spanish Fort	10200 Eastern Shore Blvd	Spanish Fort	AL	36527	12750
6046	Walpole	30 Providence Highway	East Walpole	MA	2032	11110
203	Lewisville	735 Hebron Pkwy	Lewisville	TX	75057	15000
264	Cumming	1150 Market Place Blvd	Cumming	GA	30041	11250
327	Tallahassee	1739 Apalachee Parkway	Tallahassee	FL	32301	14430
416	Denton	2315 Colorado Blvd	Denton	TX	76205	11874
426	North Las Vegas	5643 Centennial Center Blvd.	Las Vegas	NV	89149	11072
429	Henderson	520 Marks St	Henderson	NV	89014	20530
441	Santee	9850 Mission Gorge Rd	Santee	CA	92071	9400
463	Bellevue	15600 NE 8th St	Bellevue	WA	98008	12548
469	Flower Mound	6101 Long Prairie Rd	Flower Mound	TX	75028	11974
487	Arroyo	7285 Arroyo Crossing Pkwy	Las Vegas	NV	89113	12000
539	Livonia	13477 Middlebelt Road	Livonia	MI	48150	23943
552	Mason	9608 S Mason-Montgomery Rd.	Mason	OH	45040	14827
580	San Dimas	852 W Arrow Hwy	San Dimas	CA	91773	10000
588	Houston (Westheimer Rd)	13441 Westheimer Road	Houston	TX	77077	12197
631	Houston (Tidwell)	13760 Northwest Freeway	Houston	TX	77040	11862
638	San Jose (Blossom)	863 Blossom Hill Rd	San Jose	CA	95123	11493
642	Colorado Springs	7690 N. Academy Blvd.	Colorado Springs	CO	80920	15964

645	Cranberry	20215-20217 Rte 19	Cranberry Township	PA	16066	9690
650	Chicago (Fullerton)	1755 W Fullerton Ave	Chicago	IL	60614	11400
651	Wpb	1901 North Military Trail	West Palm Beach	FL	33409	20640
712	Princeton	670 Nassau Park Blvd	Princeton	NJ	8540	12000
738	Lanham (Woodmore Twn Cntr)	9101 Woodmore Centre Drive	Lanham	MD	20706	13372
759	Beaumont	5725 Eastex Freeway	Beaumont	TX	77706	15000
827	Stafford	1240 Stafford Market Pl.	Stafford	VA	22556	12800
854	Overton Park (Ft Worth)	4826 SW Loop 820	Fort Worth	TX	76109	12389
887	Waterbury	910 Wolcott Street	Waterbury	CT	6705	7933
952	Phoenix (Ray Rd)	4715 E. Ray Road	Phoenix	AZ	85044	13567
992	Austin (Frontage Rd)	9600 S IH 35 Frontage Rd.	Austin	TX	78748	15000
1048	Baton Rouge	7054 Siegen Ln	Baton Rouge	LA	70809	13050
1067	Charlotte (South Blvd)	5407 South Blvd	Charlotte	NC	28217	11766
1079	Okc Main Store	6413 SW 3rd St.	Oklahoma City	OK	73128	11004
1111	Tyler	4801 S. Broadway Ave	Tyler	TX	75703	12000
1130	Waco	2800 W. Loop 340	Waco	TX	76711	12000
1133	Abilene	3536 S. Clack Street	Abilene	TX	79606	10000
1146	Minot	2400 10th St. SW	Minot	ND	58701	8318
1168	Baileys Crossroads	5522 Leesburg Pike Ste B	Baileys Crossroads	VA	22041	11900
1183	Fairless Hills	461 S Oxford Valley Rd	Fairless Hills	PA	19030	11551
1519	Victorville	12410 Amargosa Rd	Victorville	CA	92392	12250
1521	Downey (Lakewood Blvd.)	12076 Lakewood Blvd	Downey	CA	90242	10000
3203	Denver (Stapleton)	7757 E 36th Ave	Denver	CO	80238	10010
4138	Holland (Spring Meadows)	6645 Airport Highway	Holland	OH	43528	13500
5217	Middleburgh Heights	6935 Southland Drive	Middleburg Heights	OH	44130	17700

5249	Tampa	15064 N Dale Mabry Hwy	Tampa	FL	33618	11021
5266	Niles	9471 N Milwaukee Ave	Niles	IL	60714	12225
6002	Saugus	1160 Broadway Space #1160C	Saugus	MA	1906	10000
5346	Louisville	10230 Westport Rd	Louisville	KY	40241	10000
652	Round Rock	2601 South Highway 35	Round Rock	TX	78664	12000
710	Clifton	385 Route 3	Clifton	NJ	7014	11071
1165	Temple	3060 S. 31st Street	Temple	TX	76502	15000
1176	Lancaster	1700 Fruitville Pike Ste C	Lancaster	PA	17601	11491
5283	Gurnee	6675 Grand Ave Ste B	Gurnee	IL	60031	14443
1241	San Diego (Carmel Mountain Rd)	11465 Carmel Mountain Rd	San Diego	CA	92128	NA
4134	Orion Township	4846 S Baldwin Rd	Orion Township	MI	48359	12910
234	Douglasville	2910 Chapel Hill Rd	Douglasville	GA	30135	12000
422	Portchester	435 Boston Post Rd	Portchester	NY	10573	10000
506	Anaheim	418 N Euclid St	Anaheim	CA	92801	9400
817	Mokena	11375 Lincoln Hwy	Mokena	IL	60448	12600
1101	Santa Rosa	2675 Santa Rosa Ave	Santa Rosa	CA	95407	10308
3202	Lakewood	7000 W Alameda Ave	Lakewood	CO	80226	12909
5332	Sanford	2171 Wp Ball Blvd	Sanford	FL	32771	11700
708	Port St Lucie	1745 NW St Lucie West Blvd	Port St Lucie	FL	34986	13130
850	Bridgeville	1155 Washington Pike	Bridgeville	PA	15017	14218
993	Rialto	1295 W. Renaissance Pkwy.	Rialto	CA	92376	12000
5295	Geneva	1548 S Randall Rd	Geneva	IL	60134	13000
1050	Gulfport	15212 Crossroads Pkwy	Gulfport	MS	39503	13000
59	Richardson	501 W Belt Line Rd	Richardson	TX	75080	12400
221	Conyers	1390 Dogwood Dr SE	Conyers	GA	30013	11000
857	Tomball	28591 Tomball Parkway	Tomball	TX	77375	11812

1177	Exton	201 W Lincoln Hwy	Exton	PA	19341	15000
1242	San Diego (Genesee Ave)	4251 Genesee Ave	San Diego	CA	92117	NA
1191	Bismarck	807 S. 7th Street	Bismarck	ND	58504	10500
439	Glendale	2935 Los Feliz Blvd	Los Angeles	CA	90039	10000
619	Augusta	249 Robert C Daniel Jr Pkwy	Augusta	GA	30909	11000
62	South Arlington	1520 W Interstate 20	Arlington	TX	76017	11629
178	Buckhead	2900 Peachtree Road NW	Atlanta	GA	30305	12240
248	Newnan(Base)	553 Bullsboro Dr	Newnan	GA	30265	12000
308	Ppines East	220 University Drive	Pembroke Pines	FL	33024	11000
326	Sunrise	12540 W. Sunrise Blvd	Sunrise	FL	33323	11317
333	Doral	10650 NW 19th St	Miami	FL	33172	10930
338	Pensacola	6241-A North Davis Highway	Pensacola	FL	32504	16196
373	Summerville	432 Azalea Square Blvd	Summerville	SC	29483	12395
408	Watchung	1684 Route 22 East	Watchung	NJ	7069	15323
421	Mckinney	2097 North Central Expressway	McKinney	TX	75070	12000
427	Chino Hills	3850 Grand Ave	Chino	CA	91710	20000
438	Silverdale	9551 Ridgetop	Silverdale	WA	98383	16520
449	Sacramento	1703 Arden Way	Sacramento	CA	95815	16116
486	Eastvale	12339 Limonite Ave	Eastvale	CA	91752	11045
488	Euless	2800 State Highway 121	Euless	TX	76039	14003
504	Middletown	470 Route 211 E	Middletown	NY	10940	12000
511	Roseville	32469 Gratiot Avenue Macomb Mall	Roseville	MI	48066	15774
544	Alhambra	2500 W Commonwealth Ave	Alhambra	CA	91803	13300
569	Rockford	5836 E State St	Rockford	IL	61108	19300
581	Laurel	14802 Baltimore Avenue	Laurel	MD	20707	13124

614	San Jose (Tully)	1986 Tully Rd	San Jose	CA	95122	10101
623	Boynton Bch	339 N Congress Ave	Boynton Beach	FL	33426	12000
624	Modesto	2401 McHenry Ave	Modesto	CA	95350	13191
625	Lafayette	5700 Johnston St	Lafayette	LA	70503	19960
664	Chicago	1514 W 33rd St	Chicago	IL	60608	10100
669	Torrance (Hawthorne)	19670 Hawthorne Blvd	Torrance	CA	90503	9996
687	Maspeth	7417 Grand Ave	Elmhurst	NY	11373	10320
718	Yonkers	2630 Central Park Avenue	Yonkers	NY	10710	17500
747	Bridgewater	730 Rte 202	Bridgewater	NJ	8807	12541
748	Edgewater	509 River Rd	Edgewater	NJ	7020	11890
786	Houston (Wallisville Rd)	5946 East Sam Houston Pkw North	Houston	TX	77049	12000
807	Pearland	2608 Smith Ranch Rd	Pearland	TX	77584	12000
822	Valparaiso	2410 Laporte Ave.	Valparaiso	IN	46383	9765
866	Winter Springs	5916 Red Bug Lake Rd	Winter Springs	FL	32708	14123
880	Wappingers Falls	1701 Route 9	Wappinger's Falls	NY	12590	12000
891	Lexington	127 W Tiverton Way	Lexington	KY	40503	12325
940	Santa Fe	528 W Cordova Rd	Santa Fe	NM	87505	13000
950	Mesa (Baseline Rd)	1236 E Baseline Rd	Mesa	AZ	85204	12000
1015	Newark	1297 Churchman's Road	Newark	DE	19713	11911
1025	Laredo	5506 San Bernando Ave	Laredo	TX	78041	11942
1054	Spartanburg	150 E Blackstock Rd	Spartanburg	SC	29301	9000
1058	Fayetteville	2065 Skibo Rd Unit 4	Fayetteville	NC	28314	14000
1073	Okc Edmond	526 S Bryant Ave	Edmond	OK	73034	14483
1150	Chanhassen	830 W 78th St	Chanhassen	MN	55317	8765
1161	Tulsa (Memorial)	10111 East 71st Street	Tulsa	OK	74133	12635
1163	San Luis Obispo	271-A Madonna Rd.	San Luis Obispo	CA	93405	10036
1192	Austin (Hwy 35)	5441 North Interstate Highway 35	Austin	TX	78723	10750

1509	Upland	338 South Mountain Ave.	Upland	CA	91786	11882
5105	Bloomingtondale	152 S. Gary Avenue	Bloomingtondale	IL	60108	12985
5113	Joliet	2661 Plainfield Rd	Joliet	IL	60435	12720
5174	Kenosha	7150 Green Bay Road	Kenosha	WI	53142	12000
5220	Colonial Heights	1865 Southpark Blvd	Colonial Heights	VA	23834	10225
5258	Syracuse (Erie Blvd)	3409 Erie Blvd. E.	Syracuse	NY	13214	12000
5273	North Canton	5557 Dressler Rd NW	North Canton	OH	44720	13076
555	Woodbury	8063 Jericho Tpke	Woodbury	NY	11797	12000
589	Fishers	8600 E 96th St	Fishers	IN	46037	10200
1061	Winston	566 S Stratford Rd	Winston Salem	NC	27103	12500
1114	Rockwall	1107 Ridge Road	Rockwall	TX	75087	12000
1142	El Paso (Joe Battle Blvd)	1842 Joe Battle Blvd	El Paso	TX	79936	12000
1167	San Rafael	580 Francisco Blvd W	San Rafael	CA	94901	9970
189	Wheatland (S Dallas)	39759 LBJ Freeway	Dallas	TX	75237	12000
560	West Covina	2620 E Workman Ave	West Covina	CA	91791	10000
1043	Harvey	1600 West Bank Expressway	Harvey	LA	70058	14236
1515	Simi Valley	415 Cochran St	Simi Valley	CA	93065	12000
558	South Miami	6272 S Dixie Hwy	South Miami	FL	33143	15611
947	Goodyear	1805 N. Pebble Creek Pkwy.	Goodyear	AZ	85395	15068
5513	Waldorf	2910 Festival Way	Waldorf	MD	20601	12093
6027	Clearwater	2539 Countryside Blvd	Clearwater	FL	33761	11914
76	Santa Ana	3837 S Bristol St	Santa Ana	CA	92704	12400
951	Phoenix (Encanto Blvd)	7515 W Encanto Blvd	Phoenix	AZ	85035	12000
5279	Columbus	3707 Easton Market	Columbus	OH	43219	13050
594	Willoughby	36315 Euclid Ave	Willoughby	OH	44094	11211
406	Jersey City	733 Highway 440	Jersey City	NJ	7304	9175
948	Scottsdale	15745 N. Hayden Road	Scottsdale	AZ	85260	11000
266	Ft Myers	5025 S Cleveland Ave	Ft Myers	FL	33907	10957
1066	Concord	6110 Bayfield Pkwy	Concord	NC	28027	11957

1235	Springfield	2620 S Campbell Ave	Springfield	MO	65807	NA
941	Glendale	8026 West Bell Road	Glendale	AZ	85308	14289
1106	Brandon	145 Brandon Town Center Dr	Brandon	FL	33511	12300
1237	Savannah	8108 Abercorn St	Savannah	GA	31406	NA
480	Mays Landing	530 Consumer Sq	Mays Landing	NJ	8330	12000
943	Phoenix (Peoria Ave)	2738 W Peoria Ave	Phoenix	AZ	85029	10654
1239	San Diego (Rio San Diego Dr)	8330 Rio San Diego Dr	San Diego	CA	92108	NA
1179	North Wales	163 Witchwood Dr	North Wales	PA	19454	11430
706	Winchester	143 Market Street	Winchester	VA	22603	12000
5520	Annapolis	2325H Forest Dr	Annapolis	MD	21401	11614
1093	Rockville	1500 Rockville Pike	Rockville	MD	20852	13256
1095	Frederick	5600 Urbana Pike Ste C	Frederick	MD	21704	10653
1243	Temecula	40486 Winchester Rd	Temecula	CA	92591	NA
1171	Philadelphia (Cottman Ave)	2201 Cottman Ave	Philadelphia	PA	19149	9953
220	Cumberland	2955 Cobb Pkwy SE	Atlanta	GA	30339	11070
425	West Babylon	737 W Montauk Hwy	West Babylon	NY	11704	11250
505	Ford City	8141 S Cicero Ave	Chicago	IL	60652	12000
514	Pico Sepulveda	2480 S Sepulveda Blvd	Los Angeles	CA	90064	12800
611	Norfolk	1217-1229 N Military Hwy	Norfolk	VA	23502	11708
633	Lake Charles	3140 E Prien Lake Rd	Lake Charles	LA	70615	11284
665	Tukwila	17356 Southcenter Pkwy	Tukwila	WA	98188	11200
695	Deptford	1500 Almonesson Rd	Deptford	NJ	8096	17000
944	Tucson (Broadway)	5566 E Broadway	Tucson	AZ	85711	14000
996	Medford	3657 Crater Lake Highway	Medford	OR	97504	11000
1011	Jackson	1253 Vann Drive	Jackson	TN	38305	8155
1113	Amarillo	8511 West Interstate, I-40	Amarillo	TX	79121	12546
1115	Lee'S Summit	940 NE Sam Walton Lane	Lees Summit	MO	64086	12000

1148	Roseville	2487 Fairview Ave N	Roseville	MN	55113	10801
1160	Rogers	2203 S Promenade Blvd	Rogers	AR	72758	10107
5229	Peoria	5001 N. Big Hollow Road	Peoria	IL	61615	11384
6071	Manchester	1444 Pleasant Valley Rd D-01	Manchester	CT	6040	11499
861	Pickerington	10701 Blacklist Eastern Road	Pickerington	OH	43147	12685
1096	Gaithersburg	295 Kentlands Blvd	Gaithersburg	MD	20878	11146
1062	Hickory	1942 Catawba Valley Blvd SE	Hickory	NC	28602	12000
998	Asheville	80 S Tunnel Rd	Asheville	NC	28805	15033
143	Duluth	3675 Satellite Blvd	Duluth	GA	30096	15155
550	Rainbow (Las Vegas)	2301 N Rainbow Blvd	Las Vegas	NV	89108	10500
65	Dallas (Medallion)	305 Medallion Ctr	Dallas	TX	75214	11250
117	Denver	2530 S. Colorado Road	Denver	CO	80222	14200
137	Chesapeake	109 Volvo Parkway	Chesapeake	VA	23320	14000
912	Norwalk	500 Connecticut Ave	Norwalk	CT	6854	12693
1026	Garner	280 Shenstone Blvd	Garner	NC	27529	10580
1027	Raleigh (Sumner)	3604 Sumner Boulevard	Raleigh	NC	27616	10146
1028	Cary	203 Crossroads Blvd	Cary	NC	27518	9970
1029	Manassas	10862 Sudley Manor Dr	Manassas	VA	20109	16115
1032	Durham	5402 New Hope Commons Dr	Durham	NC	27707	12125
1118	Beaverton	8905 SW Cascade Ave	Beaverton	OR	97008	11430
1196	Chattanooga	2210-B Hamilton Pkwy Blvd	Chattanooga	TN	37421	20841
5318	Algonquin	704 S Randall Rd	Algonquin	IL	60102	10920
1020	Eatontown	50 NJ-36	Eatontown	NJ	7724	12035
409	Oceanside	3098 Long Beach Rd	Oceanside	NY	11572	15500
953	Chandler	2770 E Germann Rd	Chandler	AZ	85286	12000

530	Brooklyn (Nostrand)	3797-3849 Nostrand Ave	Brooklyn	NY	11235	10000
754	League City	2560 Gulf Freeway South	League City	TX	77573	12000
376	Winter Garden	3089 Daniels Rd	Winter Garden	FL	34787	11970
1180	Warminster	924 W Street Rd	Warminster	PA	18974	11385
1194	Nashville (Lebanon)	3177 Lebanon Pike	Nashville	TN	37214	12294
196	Arlington Heights	111 W Rand Rd	Arlington Heights	IL	60004	12050
324	Ppines West	14804 Pines Blvd	Pembroke Pines	FL	33027	12000
477	Oswego	2406 US-34	Oswego	IL	60543	12012
556	New Hyde Park	2317 New Hyde Park Rd	New Hyde Park	NY	11042	10000
683	Atascocita	6705 FM 1960 Rd East	Humble	TX	77346	12055
739	Burleson	1107 N Burleson Blvd	Burleson	TX	76028	9042
757	Richmond	5466 West Grand Parkway South	Richmond	TX	77406	12325
811	Edinburg	305 E. Trenton Road	Edinburg	TX	78539	12000
820	Crestwood	13220 S. Cicero Ave.	Crestwood	IL	60418	16129
892	Spokane Valley	13806 E. Indiana Avenue	Spokane Valley	WA	99216	12500
1057	Wilmington	4715 New Centre Dr Ste F	Wilmington	NC	28405	12000
1060	Greensboro (Windover)	5408-A Sapp Rd	Greensboro	NC	27409	10625
1097	Columbia	6181 Old Dobbin Ln	Columbia	MD	21045	10912
1098	Hagerstown	17682 Garland Groh Blvd	Hagerstown	MD	21740	8444
1134	Harlingen	914 Dixieland Rd	Harlingen	TX	78550	11250
1156	Tuscaloosa	1800 McFarland Blvd E	Tuscaloosa	AL	35404	11218
1158	Baytown	6616 Garth Rd	Baytown	TX	77521	8553
1159	Fairlawn	3737 W Market St	Fairlawn	OH	44333	9180
1193	Lynnwood	2617 196th St SW	Lynnwood	WA	98036	11434
4124	Novi	43741 W Oaks Dr	Novi	MI	48377	12549

5137	Naperville	576 S Route 59	Naperville	IL	60540	11987
5141	West Allis	6718 W Greenfield Ave	West Allis	WI	53214	11513
5268	Dickson City	630 Commerce Blvd	Dickson City	PA	18519	12480
5285	Bradenton	845 Cortez Rd W	Bradenton	FL	34207	13320
6047	Nashua Dw	266 Daniel Webster Hwy	Nashua	NH	3060	9336
6064	New Port Richey	5145 US-19	New Port Richey	FL	34652	11489
1185	Pottstown	230 Upland Square Drive	Pottstown	PA	19464	9000
61	West Plano	1701 Preston Rd	Plano	TX	75093	14392
566	Brea	2485 E Imperial Hwy	Brea	CA	92821	10000
337	Mall Of Ga	3205 Woodward Crossing Blvd	Buford	GA	30519	16223
1030	Raleigh (Brier)	8081 Brier Creek Parkway	Raleigh	NC	27617	12000
600	Forestville	3235 Donnell Dr	Forestville	MD	20747	15235
673	Carmel	2009 East Greyhound Pass	Carmel	IN	46032	12640
562	Carle Place	192 Glen Cove Rd	Carle Place	NY	11514	11049
1056	Columbia (Irmo)	144 Harbison Blvd	Columbia	SC	29212	12001
1072	Westminster (Delaware St)	14458 Delaware St	Westminster	CO	80023	8500
183	Northlake	2100-A Henderson Mill Rd NE	Atlanta	GA	30345	14990
522	The Bronx	310-320 Baychester Ave	Bronx	NY	10475	10000
1044	Metairie	3009 Veterans Memorial Blvd	Metairie	LA	70002	10350
661	San Marcos	157 South Las Posas Road	San Marcos	CA	92078	13600
679	Orange	763 S Main St	Orange	CA	92868	11000
1140	Apple Valley	7365 153rd St W	Apple Valley	MN	55124	11000
1202	Merrick	1692 Merrick Rd	Merrick	NY	11566	NA
1508	Corona	390 N McKinley Street	Corona	CA	92879	10000
3	East Hanover	346 Route 10 W	East Hanover	NJ	7936	15000

628	Fredericksburg	1280 Carl D Silver Pkwy	Fredericksburg	VA	22401	12000
1071	Frisco	3333 Preston Rd	Frisco	TX	75034	10495
1510	Redlands	27588 W Lugonia Ave	Redlands	CA	92374	10000
223	Gainesville	863 Dawsonville Highway	Gainesville	GA	30501	14580
414	Turlock	3015 N Tegner Rd	Turlock	CA	95380	12000
442	West Hills (Fallbrook)	6559 Fallbrook Ave	West Hills	CA	91307	15000
565	North Babylon	1239 Deer Park Ave (Rte 231)	North Babylon	NY	11703	13398
690	Yorktown Heights	3333 Crompond Rd	Yorktown Heights	NY	10598	14504
763	West Des Moines	6503 Mills Civic Pkwy	West Des Moines	IA	50266	12680
853	Everett (Everett Mall)	1402 SE Everett Mall Way	Everett	WA	98208	12600
874	Costa Mesa	2200 Harbor Blvd	Costa Mesa	CA	92627	14000
1102	Tampa (Dale Mbry Hwy)	418 N Dale Mabry Hwy	Tampa	FL	33609	9500
1195	Brentwood	1630 Galleria Blvd	Brentwood	TN	37027	11889
1199	Surprise	13220 N Prasada Pkwy	Surprise	AZ	85388	NA
1200	Pasadena	8044 Ritchie Hwy	Pasadena	MD	21122	13804
1236	Stamford	2275 Summer St	Stamford	CT	6905	NA
5242	Latham	873 New Loudon Rd	Latham	NY	12110	12000
171	Lincoln Park	3417 N Western Ave	Chicago	IL	60618	10500
6013	Burlington	34 Cambridge St.	Burlington	MA	1803	9601
481	Cedar Hill	715 N US Hwy 67	Cedar Hill	TX	75104	14184
5140	Brookfield	285 Discovery Drive	Brookfield	WI	53045	12720
1100	Wheaton	11006 Veirs Mill Road	Wheaton	MD	20902	11291