

Edward O. Sassower, P.C.  
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

James H.M. Sprayregen, P.C.  
Anup Sathy, P.C.  
Chad J. Husnick, P.C. (admitted *pro hac vice*)  
Emily E. Geier (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

-and-

Michael A. Condyles (VA 27807)  
Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
**KUTAK ROCK LLP**  
901 East Byrd Street, Suite 1000  
Richmond, Virginia 23219-4071  
Telephone: (804) 644-1700  
Facsimile: (804) 783-6192

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

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

In re:	)	
	)	Chapter 11
	)	
TOYS “R” US, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 17-34665 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**ORDER (I) AUTHORIZING THE DEBTORS TO WIND-DOWN  
U.S. OPERATIONS, (II) AUTHORIZING THE DEBTORS TO CONDUCT  
U.S. STORE CLOSINGS, (III) ESTABLISHING ADMINISTRATIVE  
CLAIMS PROCEDURES, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of Toys “R” Us, Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for the entry of an order (this “U.S. Wind-Down Order”): (a) authorizing the Debtors to begin an immediate orderly liquidation of

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 78]. The location of the Debtors’ service address is One Geoffrey Way, Wayne, New Jersey 07470.

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

their U.S. business (the “U.S. Wind-Down”); (b) in connection with the effectuation of the U.S. Wind-Down, authorizing the Debtors to enter into the Full Chain Consulting Agreement; (c) approving the Amended Sale Guidelines at each of the Debtors’ additional stores designated for closure (such stores being as identified in the Motion, collectively the “Additional Closing Stores”); (d) approving the Wind-Down Incentive Program; (e) establishing procedures for the resolution of administrative claims; and (f) granting related relief, all as more fully set forth in the Motion; and the upon having found that it has jurisdiction to consider this Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors provided due and proper notice of the Motion that is adequate and appropriate under the particular circumstances; and the Court having held a hearing to consider the relief requested in the Motion (the “Hearing”); and upon consideration of the record of the Hearing, and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest, and that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is

**FOUND AND DETERMINED THAT:**

A. The Debtors have advanced sound business reasons for entering into the Full Chain

Consulting Agreement, as set forth in the Motion and at the Hearing, and such entry is a reasonable exercise of the Debtors' business judgment and in the best interest of the Debtors and their estates.

B. The Full Chain Consulting Agreement was negotiated, proposed, and entered into by the Consultants and the Debtors without collusion, in good faith, and from arm's length bargaining positions.

A. The conduct of the Store Closings and Sales at the Additional Closing Stores in accordance with the Amended Sale Guidelines will provide an efficient means for the Debtors to dispose of the Merchandise, Non-Merchandise Goods, and Offered FF&E (collectively, the "Store Closure Assets") in the Additional Closing Stores.

B. The Debtors have represented that they will neither sell nor lease personally identifiable information pursuant to the relief requested in the Motion, although the Consultants, once engaged, will be authorized to distribute emails (to the extent available) and promotional materials regarding the Store Closings to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

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

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

1. The Motion is granted as set forth herein.
2. The Debtors' implementation and effectuation of the U.S. Wind-Down is approved as set forth herein, pursuant to section 105(a) and 363(b) of the Bankruptcy Code.

3. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and without further notice or relief from the Court except as provided herein, to take any and all actions consistent with the U.S. Wind-Down Order that are necessary or appropriate in the exercise of their reasonable business judgment to implement the U.S. Wind-Down. The 10-day notice period required by Paragraph 26 of the Initial Store Closing Order shall not apply.

4. The Debtors are authorized (but not required) pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately conduct the Store Closings at the Additional Closing Stores in accordance with this U.S. Wind-Down Order, the Initial Store Closing Order (as incorporated herein and as amended by this U.S. Wind-Down Order), the Amended Sale Guidelines, and the Full Chain Consulting Agreement. Subject to Section 2(b) of the Full Chain Consulting Agreement, the Debtors may cease a Store Closing at any Additional Closing Store at any time if the Debtors determine in the exercise of their reasonable business judgment that doing so may result in a more value-maximizing going-concern transaction. The commencement of Store Closings, including as “going out of business” or similarly-themed sales, at any store shall not preclude, hinder, or otherwise limit the Debtors’ ability to cease the Store Closing and include such stores as part of a going-concern sale transaction.

5. The Debtors are authorized to discontinue operations at the Additional Closing Stores in accordance with this U.S. Wind-Down Order and the Amended Sale Guidelines.

6. Neither the Debtors nor the Consultants nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to

conduct the Store Closings at the Additional Closing Stores and to take the related actions authorized herein.

**I. Effect of the Initial Store Closing Order.**

7. Except as otherwise expressly set forth herein, the Initial Store Closing Order shall apply to the Additional Closing Stores, and such order is hereby incorporated by reference. In the event of a conflict between any of the terms and provisions of this U.S. Wind-Down Order, on the one hand, and any of the terms and provisions of the Initial Store Closing Order, the Full Chain Consulting Agreement, or the Amended Sale Guidelines on the other hand, the terms and provisions of this U.S. Wind-Down Order shall control.

8. Subject to paragraph 14 hereof, the Initial Store Closing Order shall continue to apply to all Initial Closing Stores, and, except as set forth herein, any side letters executed pursuant to such order shall continue to govern the sales at such stores; *provided, however*, Paragraphs 34 of the Initial Store Closing Order Shall be of no further force and effect and shall not apply to either the Initial Store Closings or the Additional Store Closings.

**II. Approval of Full Chain Consulting Agreement.**

9. The Debtors are authorized, pursuant to section 363(b)(1) of the Bankruptcy Code, to enter into the Full Chain Consulting Agreement, and the Full Chain Consulting Agreement is hereby approved in all respects substantially in the form attached hereto as **Schedule 1**. The Debtors are authorized to take any and all actions that are necessary or appropriate in the exercise of their reasonable business judgment to perform in accordance with the terms of the Full Chain Consulting Agreement and this U.S. Wind-Down Order, including making payments required by the Full Chain Consulting Agreement and the Consulting Agreements approved under the Initial Store Closing Order, including fees and reimbursement of expenses to the Consultants without the need for any application of the Consultants or a further order of this Court; *provided, however*, that

the Debtors shall use commercially reasonable efforts to provide information reasonably requested by the Consultation Parties, from time to time, concerning any and all such payments. All such payments of fees and reimbursement of expenses shall be free and clear of any and all encumbrances.

10. Subject to Paragraph 22 below, in accordance with the terms of the Full Chain Consulting Agreement, the Debtors shall pay Consultants from Gross Proceeds of the Sales (the amounts set forth in (a) and (b) below, any increase to the Merchandise Fee and Non-Merchandise Fee based upon achieving Gross Recovery thresholds as provided for in the Full Chain Consulting Agreement, and any Expense Savings Fee, collectively the “Consultants’ Fee”): (a) on a weekly basis in connection with each weekly reconciliation (as contemplated by section 5(B) of the Full Chain Consulting Agreement) an amount equal to the sum of (i) 1.8% of Gross Proceeds (the “Consultants’ Merchandise Fee Advance”) on account of the prior week’s sales as an advance on account of the fees payable under section 4 of the Full Chain Consulting Agreement, (ii) 1.8% of gross receipts, net only of sales taxes, from the sale of Non-Merchandise Goods (the “Consultants’ Non-Merchandise Fee Advance”) on account of the prior week’s sales as an advance on account of the fees payable under section 4(C) of the Full Chain Consulting Agreement; (iii) any FF&E Commission earned during the prior week; (iv) any Consultant Controlled Expenses advanced by Consultant during the prior week; (v) any costs or expenses associated with the sale of the Offered FF&E pursuant to budget(s) mutually agreed upon by Consultants and Merchant (the “FF&E Expenses”); and (vi) any gross receipts, net of sales taxes and the Additional Consultant Goods Fee from the sale of Additional Consultant Goods; and (b) any increase to the Merchandise Fee and Non-Merchandise Fee based upon achieving Gross Recovery thresholds and the Expense Savings Fee, in each case, earned in accordance with terms and at such times as are provided in

the Full Chain Consulting Agreement; *provided, however*, that the Debtors shall use commercially reasonable efforts to provide information reasonably requested by the Consultation Parties, from time to time, concerning any and all such payments.

### **III. Amended Sale Guidelines.**

11. The Amended Sale Guidelines as set forth on Schedule 2<sup>3</sup> hereto are hereby approved as set forth herein with respect to only the Additional Closing Stores.

12. Subject to the restrictions set forth in this U.S. Wind-Down Order, the Initial Store Closing Order as amended by this U.S. Wind-Down Order, and the Amended Sale Guidelines, the Debtors and the Consultants are hereby authorized to take any and all actions as may be necessary or desirable to implement the Full Chain Consulting Agreement, and the Sales at the Additional Closing Stores, and each of the transactions contemplated by the Full Chain Consulting Agreement (including, but not limited to, advertising the Sales as a “going out of business”, “store closing sale”, “sale on everything”, “everything must go”, or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers and street signage). Any actions taken by the Debtors and the Consultants necessary or desirable to implement any Full Chain Consulting Agreement and/or the Sales at the Additional Closing Stores prior to the date of U.S. Wind-Down Order, are hereby approved and ratified to the extent consistent with this U.S. Wind Down Order.

13. Except as expressly provided for herein or in the Amended Sale Guidelines, no person or entity (whether or not such person or entity is a counterparty to the Debtors under any lease, sublease, ground lease, underlying lease, or main lease), including, but not limited to, any

---

<sup>3</sup> A redline of the Amended Sale Guidelines to the Original Sale Guidelines is attached hereto as Schedule 3

landlord, ground landlord, overlandlord, underlying landlord, main landlord or any lenders thereto, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or Offered FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, ground landlord, underlying landlord, overlandlord, main landlord or any lenders thereto (whether or not such person or entity is a counterparty to the Debtors under any lease, sublease, ground lease, underlying lease, or main lease) licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings at the Additional Closing Stores, and/or (b) instituting any action or proceeding in any court (other than in the Bankruptcy Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultants, or the landlords, including any sublandlords or overlandlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or Offered FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, ground lease, underlying lease, main lease, license, or contract based upon any relief authorized herein; *provided that* the Sales at the Additional Closing Stores are conducted in accordance with the terms of this U.S. Wind-Down Order and the Amended Sale Guidelines (as may be modified by a validly executed Side Letter). Any restrictions in any lease agreement, sublease, ground lease, overlease, underlying lease, main lease, restrictive covenant, or similar documents purporting to limit, condition, or impair the Debtors' or the Consultants' ability to



conduct the Sales at the Additional Closing Stores or shall not be enforceable, nor shall any breach of such provisions in these chapter 11 cases constitute a default under a lease (or any other agreement above to the extent applicable) or provide a basis to terminate the lease (or any other agreement referenced above to the extent applicable).

**IV. Abandonment of Property.**

14. Notwithstanding anything appearing in any side letter entered into by the Debtors and/or the Consultants with landlords of any Initial Closing Store or any provision of the Initial Store Closing Order (including paragraph 45 thereof), the Debtors are authorized to abandon any Retained FF&E and/or Offered FF&E at the Initial Closing Stores, Additional Closing Stores, the Corporate Offices, and the Distribution Centers pursuant to the Amended Sale Guidelines.

**V. Consumer Provisions.**

15. For the first thirty (30) days from the date of this U.S. Wind-Down Order, the Debtors shall accept returns of merchandise sold by the Debtors in the ordinary course prior to any Sale Commencement Date; *provided*, that such return is otherwise in compliance with the Debtors' return policies in effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price being offered in the Sales; *provided, further*, that (i) returns of items sold in the Initial Closing Stores on a "final" basis pursuant to the Initial Store Closing Order shall not be accepted, and (ii) gift cards may not be returned for cash.

16. All sales of Store Closure Assets in the Sales shall be "as is" and final. Returns related to the purchase of Store Closure Assets in the Sales shall not be accepted.

17. Notwithstanding anything herein, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms "as is" or "final sales." The Debtors shall accept return of any goods purchased during the Sale that contain a defect which the lay consumer could not reasonably

determine was defective by visual inspection prior to purchase for a full refund, provided, that the consumer must return the merchandise within twenty-one (21) days of their purchase, the consumer must provide a receipt for the purchase to the Debtors, and the asserted defect must in fact be a “latent” defect.

18. For the first thirty (30) days from the date of entry of this U.S. Wind-Down Order, the Debtors shall continue to accept the Debtors’ validly-issued gift certificates and gift cards that were issued by the Debtors prior to the Sale Commencement Date, which gift certificates and gift cards shall not be redeemable for cash. After 30 days following the entry of this U.S. Wind-Down Order, any such validly-issued gift certificates and gift cards will no longer be accepted by the Debtors and deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards are not redeemable for cash at any time. Paragraph 42 of the Initial Store Closing Order shall be superseded by this paragraph.

19. Within seven (7) days of entry of this U.S. Wind-Down Order, the Debtors shall use commercially reasonable efforts to notify any customers that placed special or layaway orders which have not been retrieved that such customer has twenty-one (21) days from the date of such notice to either: (i) subject to payment of all remaining balances due, retrieve such product, (ii) demand a return of any deposit made on account of such product (by providing proper evidence thereof as is set by the Debtors policy), or (iii) forfeit such special order or layaway and the applicable deposit. Any special product or layaway orders not retrieved by a customer by the applicable time may be sold by the Consultants as part of the Sale. The Debtors shall be entitled to rely on the phone number, e-mail address, or mailing address provided by the customer in making such notification, and need only send (or leave, if by voicemail) one notice to each customer.

20. The Debtors and the Consultants shall post conspicuous signs in their stores, including at their cash registers, explaining the above “consumer provisions” to customers, including the return policies, gift card policy, and lay-away policy, which shall remain posted throughout the duration of the Sale.

**VI. Consultant Fees.**

21. Every 60 days following the entry of this Wind-Down Order, the Debtors shall file with the Court and serve on the United States Trustee, the Committee, the DIP Lenders and the Term Lenders a summary report of the store closing process that will include gross revenue from the store closing assets sold in the prior 60-day period.

22. Within 30 days of conclusion of the Sales, the Debtors shall (a) file with the Court a summary report of the store closing process that will include (i) a list of the stores closed and (ii) gross revenue from the store closing assets sold, and (b) file with the Court and serve on the United States Trustee and any other party in interest who may so request in writing, a report showing payment of the Consultants’ fees, setting forth detail and information regarding the calculation of such fees paid to the Consultants and expenses reimbursed to the Consultants. Only the United States Trustee (with respect to sub-parts (i) and (ii) below) and the Creditors’ Committee (only with respect to sub-part (ii) below) (and no other party) shall have 20 days after the date on which such report is filed to object, under the standards of section 328(a) of the Bankruptcy Code, solely as to the reasonableness of the compensation paid or expenses reimbursed to the Consultants; provided, however, that with respect to any such objection: (i) the Consultants’ “Merchandise Fee,” “Non-Merchandise Fee,” “Expense Savings Fee,” and “FF&E Commission” (collectively, the “Base Fee”) and reimbursement of expenses in accordance with the aggregate budget set forth on Exhibit C to the Full Chain Consulting Agreement shall be reviewed under the standards of section 328(a) and are found to be reasonable as of the date hereof, and such Base Fee

shall not be later deemed unreasonable on the basis that the success of the Sales, whether on account of sales, recovery, or otherwise, resulted in the Consultants receiving compensation, in dollar terms, that was greater than any budget or forecast provided by the Debtors, their advisors, and/or the Consultants, and (ii) to the extent the Consultants receive or are entitled to payment of any incentive fee or any other fee, if any (in each case on account of the Initial Store Closings), not reflected in the Full Chain Consulting Agreement and/or are reimbursed or entitled to payment of any FF&E Expenses or any additional expenses in excess of the budget attached as Exhibit C to the Full Chain Consulting Agreement, these amounts shall not receive the same presumption and shall be reviewed under the standards of section 330 of the Bankruptcy Code. To the extent an objection is filed and cannot be resolved, the parties shall coordinate to have the objection to the Consultants' compensation or reimbursement of expenses brought before the Court at the next scheduled omnibus hearing.

## **VII. Additional Consultant Goods.**

23. The Debtors and the Consultants are authorized and empowered to include Additional Consultant Goods in the Closing Sales subject in all respects to the Debtors' consent (such consent not to be unreasonably withheld, delayed or denied). Sales of Additional Consultant Goods shall be run through the Debtors' cash register systems; provided, however, that the Consultants 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. The Consultants shall provide signage in the Closing Stores notifying customers that the Additional Consultant Goods have been included in the sale.

24. At all times and for all purposes, the Additional Consultant Goods and their proceeds shall be the exclusive property of the Consultants, and no other person or entity

(including, without limitation, the Debtors, or any third person claiming a security interest in the Debtors' property, including the Debtors' secured lenders) shall have any claim against any of the Additional Consultant Goods or the proceeds thereof. Subject solely to Consultants' obligation to pay the Debtors the Additional Consultant Goods Fee, the Additional Consultant Goods and the proceeds thereof are not property of the Debtors or their estates and do not constitute property of the Debtors or their estates subject to any lender's lien. The Additional Consultant Goods shall at all times remain subject to the exclusive control of the Consultants, and the Merchant shall, at Consultants' expense, insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard thereto. As part of the weekly sale reconciliation performed in accordance with the Full Chain Consulting Agreement, the Debtors shall remit to Consultants all proceeds generated from the sale of Additional Consultant Goods during the prior week, less any amount due Debtors in respect of the Additional Consultant Goods Fee.

25. Notwithstanding Paragraph 20 of the Initial Store Closing Order, the Consultants shall be liable for sales tax for the Additional Consultant Goods and shall comply in all respects with applicable laws related thereto. The Debtors shall collect and remit to the Consultants and account to the Consultants for all amounts collected in respect of sales taxes attributable to the sale of Additional Consultant Goods. For the avoidance of doubt, sales taxes collected by the Debtors attributable to the sale of Additional Consultant Goods shall be held in trust by the Debtors and shall not be used to pay any creditor or any other party other than the applicable taxing authority for sales taxes due and owing in respect of the sale of Additional Consultant Goods. The Debtors shall indemnify and hold Consultants, and each of them harmless for any amounts collected by the Debtors attributable to the sale of Additional Consultant Goods and not either (a) paid by the

Debtors to the applicable taxing authorities or (b) remitted to the Consultants for payment to the applicable taxing authorities, as the case may be.

26. The Additional Consultant Goods shall be consigned to Debtors as a true consignment under Article 9 of the Uniform Commercial Code (“UCC”). Consultants are hereby granted a valid, binding, and enforceable security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds (with respect to the Additional Consultant Goods and the identifiable Additional Consultant Goods proceeds, senior to all other liens on such collateral, including, without limitation, any liens in favor of any lender), which security interest shall be deemed perfected pursuant to this U.S. Wind-Down Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Consultants are hereby authorized to deliver (and Debtors shall cooperate with the delivery of) all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Consultants’ interest in the Additional Consultant Goods as consigned goods thereunder and the Debtors as the consignees therefor, and Consultants’ security interest in and lien upon such Additional Consultant Goods and Additional Consultant Goods proceeds).

27. Notwithstanding anything to the contrary in the Full Chain Consulting Agreement, the sale of any Non-Merchandise Goods owned (in whole or in part) by third-parties (including, without limitation, FF&E owned by third parties, including vendors and suppliers) shall be subject to (i) any existing agreements between the parties allowing for or prohibiting such sale, as applicable, and, if no such agreement is applicable, (ii) the express written consent of the applicable party with an ownership interest. Nothing in this order or the Full Chain Consulting Agreement

shall impact any agreement reached between the Debtors and third-parties regarding the return or destruction of Non-Merchandise Goods and FF&E.

28. The Debtors are only authorized, in accordance with the terms and conditions of this U.S. Wind-Down Order, to sell Merchandise through the Sales at their stores and neither the Debtors nor the Consultants shall be authorized to sell or otherwise dispose of any unsold Merchandise remaining at the conclusion of the Sales and any such sale or other disposition shall be subject to further order of the Court.

**VII. Preliminary Administrative Claims Procedures**

29. The Debtors, in consultation with the Creditors' Committee, shall file a motion on or prior to April 16, 2018 proposing procedures for determining the allowance or disallowance and payment of potential administrative claims (the "Administrative Claims Procedures Motion," and the order on such motion, the "Administrative Claims Procedures Order").

30. Except as provided for in this paragraph or as otherwise ordered by the Court, the Debtors and other parties in interest shall not be required to respond to any motions, applications, or other requests for allowance and payment of postpetition claims (including any administrative claim allowable under 11 U.S.C. § 503(b) and entitled to priority pursuant to 11 U.S.C. § 507), and any hearings with respect to such motions, applications, and requests that have been or may be filed prior to entry of the Claims Procedures Order are adjourned pending entry of the Administrative Claims Procedures Order; provided that this paragraph shall not apply as against any claim arising from the Wind-Down Budget (as may be amended, modified, or supplemented pursuant to its terms) including, without limitation, requests by landlords for payment under section 365(d)(3) of the Bankruptcy Code, and approved in the order to be entered by the Court on the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Enter Into Amendments to Certain DIP Financing Documents and (II) Granting Related Relief* [Docket No. 2189] (such

motion, the “DIP Amendment Motion” and such order, the “Final DIP Amendment Order”);<sup>4</sup> *provided, further*, notwithstanding anything to the contrary in this U.S. Wind-Down Order or any line items in the Wind-Down Budget, until the Court enters the Final DIP Amendment Order or any other order, the Debtors shall not make any further payments to professionals employed by the estate pursuant to sections 327, 328, or 1103 of the Bankruptcy Code, including, but not limited to, all OCPs as defined in, and employed pursuant to, the *Debtors’ Motion For Entry Of An Order Authorizing The Debtors To Retain And Compensate Professionals Utilized In The Ordinary Course Of Business* [Docket No. 216].

31. For the avoidance of doubt, nothing in this Wind-Down Order shall prohibit any party-in-interest (including the Creditors’ Committee) from (i) continuing any investigation into or the pursuit of claims against any party-in-interest, including without limitation any claims identified in the Creditors’ Committee’s motion seeking discovery pursuant to Bankruptcy Rule 2004 [Docket No. 1162] or (ii) seeking information from the Debtors—through formal or informal discovery, including pursuant to Bankruptcy Rule 2004—relating to the Wind-Down Motion and the decision to pursue the Wind-Down Motion and/or pursuing any claims related thereto. Nothing in this U.S. Wind-Down Order shall impair, prohibit, waive, release or restrain any claim, cause of action, objection, defense, right or remedy available to any party-in-interest.

32. Any action taken by any vendor that is authorized in writing by an Authorized Approver to, among other actions, cancel any in-transit orders, turn-around any in-transit order, or otherwise collect the actual inventory of any in-transit order shall not constitute a violation of the automatic stay arising under section 362 of the Bankruptcy Code. For the avoidance of doubt,

---

<sup>4</sup> For the avoidance of doubt, nothing in this U.S. Wind-Down Order approves the Wind-Down Budget, which will be approved pursuant to the Final DIP Amendment Order



nothing in this U.S. Wind Down Order constitutes an adjudication by the Court as to the scope or applicability of the automatic stay to any transaction for the sale of goods that was first initiated on or after the Petition Date, whether by purchase order or otherwise

**VIII. Authorized Approvers**

33. The Authorized Approvers on the list attached hereto as Schedule 4 (the “Authorized Approver List”) are authorized to notify vendors and any service providers whose services are covered by the Wind-Down Budget, and the Debtors are authorized, but not directed, to make payments to parties so notified. Any vendor or service provider may rely upon: (i) the written representation of one of the Debtors’ advisors or Remaining Employees that such party is an Authorized Approver if the vendor or service provider reasonably believes that the representation is true and (ii) a written instruction of an Authorized Approver (or such person as the vendor or service provider reasonably believes is an Authorized Approver) in making determinations regarding whether to provide a good or service to the Debtors. The Authorized Approvers shall respond in a reasonable timeframe in writing (which may be by email) to any inquiry from a vendor or service provider to confirm authorization to perform, including, without limitation, to confirm whether the Debtors will accept and perform on outstanding purchase orders.

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

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

**IX. Other Provisions.**

36. Notwithstanding the *Order (A) Approving the Debtors' Senior Executive Incentive Plan and (B) Granting Related Relief [Docket No. 1192]* and the *Order (A) Approving the Debtors' Non-Insider Compensation Program and (B) Granting Related Relief [Docket No. 1191]*, the Wind-Down Incentive Plan is hereby approved in its entirety, pursuant to sections 105(a), 363(b) and 503(c)(3) of the Bankruptcy Code. The Debtors are authorized to pay awards under the Wind-Down Incentive Plan in compliance with the Wind-Down Budget. For the avoidance of doubt, the Wind-Down and the Debtors' sending WARN notices to employees shall be deemed a non-voluntary termination of all existing employees. For the avoidance of doubt, and notwithstanding anything herein or in the Motion to the contrary, no insiders shall participate in the Wind-Down Incentive Plan.

37. In connection with any consignment, scan-based trading, or other similar arrangement (each, a "Consignment Agreement"), any such party shall be entitled to, at its own cost and expense and in coordination with the Debtors and the Consultants, remove any validly-owned property from the Debtors' stores. Upon the sale or transfer of any goods covered by such Consignment Agreement to any non-Debtor entity or individual, the Debtors shall compensate the counterparty to such agreement in the amount and on the terms set forth in the Applicable Consignment Agreement. This paragraph shall only apply to goods sold on consignment by the Debtors and shall not apply to any other inventory purchased by the Debtors.

38. Notwithstanding anything to the contrary in the Wind-Down Motion or the Wind-Down Order, the Debtors shall comply with the *Scan-Based Trading Agreement*, entered into on July 28, 2014, between Toys "R" Us Delaware Inc., and Claire's Boutiques, Inc. (as

amended, the “Concession Agreement”), in all respects – including promptly generating invoices and remitting the proceeds of any disposition of the Claire’s Merchandise to Claire’s on a weekly basis. For the avoidance of doubt, all proceeds from the disposition of the Claire’s Merchandise pursuant to the Concession Agreement shall not be subject to the liens or claims of any party under the Wind-Down Order.

39. The Debtors are authorized to utilize the Amended Sale Guidelines for all Additional Closing Stores, including those stores subject to the Propco I Master Lease (as defined herein) and to which Propco I may be the tenant or owner of record.

40. Notwithstanding anything to the contrary in this U.S. Wind-Down Order and/or the Wind-Down Budget and unless otherwise agreed in writing with the applicable landlord (including with respect to the Propco I Master Lease in accordance with that lease and after notice to the lenders (including both PropCo I lenders and DIP lenders) and a hearing in the bankruptcy court), the Debtors shall continue to comply with the monetary requirements of section 365(d)(3) of the Bankruptcy Code, including payment of all postpetition monetary obligations on account of all leases, including, but not limited to, all such obligations under any and all leases, including under (a) that certain Second Amended and Restated Master Lease Agreement, by and among Toys “R” Us-Delaware, Inc. as Tenant, and Propco II, as Landlord, dated as of November 3, 2016 (the “Propco II Master Lease”), and (b) that certain Amended and Restated Master Lease Agreement, by and among Toys “R” Us-Delaware, Inc. as Tenant, and TRU 2005 RE II Trust, Wayne Real Estate Company, LLC, TRU 2005 RE I, LLC, and MAP Real Estate, LLC, collectively as Landlord, dated as of July 9, 2009, and as may be amended, supplemented, or modified from time to time (the “Propco I Master Lease”), in each case as they have come due (with past due rent being paid as promptly as reasonably practicable) and as they come due until the effective date of

rejection of the applicable underlying unexpired lease of non-residential real property; *provided, that*, the foregoing does not include any payments on account of leases that have been rejected arising from and after the effective date of such rejection. For the avoidance of doubt, with respect to any and all unexpired leases not yet rejected, unless otherwise agreed with the applicable landlord, the Debtors shall continue to comply with the monetary requirements of section 365(d)(3) of the Bankruptcy Code, including, but not limited to, payment of all postpetition rent obligations as they have come due and as they come due until the effective date of rejection of the applicable underlying unexpired lease of non-residential real property.

41. The Debtors are authorized, but not required, to continue selling goods through their websites consistent with their ordinary course of business sales prior to the commencement of the Sales; *provided* that the neither the Debtors nor the Consultants may conduct any going-out-of-business, liquidation, or similarly-themed sales from the Debtors' or any other website, including, without limitation, selling merchandise at discounted prices consistent with the Sales, and the Consultants and shall not be entitled to the proceeds of such sales.

42. Any agreement executed between the Debtors and a landlord regarding the extension of the 365(d)(4) deadline for assuming or rejecting any applicable lease shall remain in full force and effect until such time as the extension agreement expires on its own terms, the Debtors breach the extension agreement, the Debtors reject the applicable lease, assume and assign the applicable lease, or breach the lease agreement, or the Debtors otherwise fail to timely perform their obligations under paragraph 40 hereof (or fail to timely cure any related default).

43. Notwithstanding any other provision in this U.S. Wind-Down Order and consistent with and without limiting the effect of paragraph 47 of the Initial Store Closing Order: (a) Synchrony Bank has no obligation to finance the sale of any goods or services in connection

with Store Closings and Sales; (b) the Debtors shall not solicit, accept, or process applications from customers for new card accounts; (c) Synchrony Bank may take credit actions with respect to individual customer accounts in accordance with applicable law, that it deems appropriate, consistent with prudent lending practices; and (d) Synchrony Bank may, in its sole discretion, agree to finance the sale of goods or services in connection with the Sales and the Store Closings, and in such event, may: (i) continue to set off and recoup processing fees, returns, chargebacks, and other adjustments in the ordinary course in accordance with the Court's *Final Order (I) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief* [Docket No. 710]; (ii) hold reserves and adjust settlements to account for returns, chargebacks, reduced royalties, and other amounts that may be recognized during and after the conclusion of the Sales and the Store Closings; *provided, however*, that Synchrony Bank and the Debtor have agreed upon the amount of the estimated reserves, have agreed that Synchrony Bank will take no additional reserves out of daily settlements, and have agreed that if the Debtors comply with paragraphs 15 and 18 of this U.S. Wind-Down Order, Synchrony Bank will release \$2.6 million of the post-petition reserves it is holding within three business days after the end of the 30-day period beginning on the date of entry of this U.S. Wind-Down Order, (iii) offer its cardholder customers the opportunity to use cards at other merchants and may exercise other rights under Section 7.08(c) of the Program Agreement between Synchrony Bank and the Debtors, and the Debtors shall take such steps in accordance with Section 7.07 of the Program Agreement as may be reasonably necessary to carry out the foregoing, and (iv) the Debtors shall continue to accept the cards through the conclusion of the Sales and the Store Closings.

44. Nothing in this Order impacts the April 16, 2018 deadline to assume or reject the Propco I Master Lease (as defined herein) and Propco I, as well as any other party in interest, retains all rights with respect to any proposed extension of the deadline for Toys “R” Us-Delaware to assume or reject the Propco I Master Lease. The ad hoc group of lenders (the “Ad Hoc Group of Propco I Lenders”) under that certain Credit Agreement, dated as of August 21, 2013 (the “Propco I Credit Agreement”) and Strategic Asset Services, LLC (together with the Ad Hoc Group of Propco I Lenders, the “Propco I Lender Groups”) and the Agent and each of their designees shall have the right to inspect Propco I properties during the conduct of the Store Closings and at turnover. The Debtors or their agents shall not sell or cause harm to Propco I property and fixtures and the Debtors, Propco I, and the Propco I Lender Groups will agree on the list of fixtures that cannot be sold or harmed. Notwithstanding the foregoing, the cost to repair any damage caused to the Propco I property or fixtures will be paid from the proceeds of the Store Closings. The Debtors agree not to cause any new mechanics liens on the Propco I properties and will satisfy and remove any mechanics liens prior to turnover of the Propco I properties. The Debtors consent to vacate the Propco I properties upon the earlier of completion of the Store Closings and rejection of the Propco I Master Lease. The Debtors agree to provide the Propco I Lender Groups and the Agent under the Propco I Credit Agreement (the “Agent”) with periodic updates on the timing for vacating the Propco I properties.

45. Each of Wayne Real Estate Holding, LLC and Propco I reserve all rights and remedies available under the master lease and applicable law for any conduct of the Debtors that results in a default or breach under the Propco I Master Lease or that causes Propco I to be in breach or default of any agreement with third parties.

46. Notwithstanding anything to the contrary in this U.S. Wind-Down Order, the Modified Sale Guidelines, or the Full Chain Consulting Agreements, (i) nothing in this U.S. Wind-Down Order, the Sale Guidelines, or the Consulting Agreements shall affect the relief granted or any of the Debtors' obligations under the *Agreed Order To Provide Adequate Protection to the TRU Trust 2016-Toys, Commercial Mortgage Pass-Through Certificates, Series 2016-Toys Pursuant To 11 U.S.C. §§ 361, 362, 363, 503 and 507* [Docket No. 1003] (the "Propco II Adequate Protection Order"); (ii) nothing in this U.S. Wind-Down Order shall be deemed to grant, or be construed as granting, any Debtor relief to sell any of the real property constituting Closing Stores pursuant to section 363 of the Bankruptcy Code or otherwise; (iii) in the event that any collateral securing Propco II's obligations under the Loan Documents (as defined in that certain Loan Agreement, dated as of November 3, 2016, among Propco II, as Borrower, Goldman Sachs Mortgage Company, and Bank of America N.A. (the "Propco II Loan Agreement") is sold, any liens of the TRU Trust 2016-TOYS, Commercial Mortgage Pass-Through Certificates, Series 2016-TOYS (the "Trust") shall attach to such proceeds of such sale, which liens shall be valid, binding, perfected, and enforceable without the necessity of any action of the Trust or the Wells Fargo Bank, National Association, as special servicer (the "Special Servicer") and shall be of the same priority as the Trust's liens (if any) on the individual item sold, subject to the rights of parties in interest with respect to whether the sold property constitutes the Trust's collateral; and (iv) nothing herein shall be construed as a waiver of any rights, claims, or defenses of the Debtors' estates, the Trust, the Special Servicer, or the Lender (as defined in that certain Mezzanine Loan Agreement, dated as of November 3, 2016, among Debtor Giraffe Junior Holdings, LLC and certain Mezzanine Lenders party thereto (the "Mezzanine Loan Agreement") under, as applicable, the Loan Documents (as defined in the Propco II Loan Agreement), the Loan Documents (as

defined in the Mezzanine Loan Agreement), the Propco II Master Lease, or the Propco II Adequate Protection Order, all of which rights, claims, and defenses are expressly reserved. For the avoidance of doubt, Propco II is entitled to all of the relief provided by this U.S. Wind-Down Order in its capacity as tenant under its third-party leases and related property documents.

47. The Consultants shall utilize furniture, fixtures and equipment pricing manuals with respect to the sale of Offered FF&E at the Additional Closing Stores substantially similar to the furniture, fixtures and equipment pricing manuals used at the Initial Closing Stores. The Debtors shall provide the Special Servicer with copies of all furniture, fixtures and equipment pricing manuals used in connection with the sale of all Offered FF&E. The Debtors and the Consultants shall account for the sale of Offered FF&E separately from the sales of other Store Closure Assets at both the Initial Closing Stores and the Additional Closing Stores.

48. The Consultants shall be granted a royalty-free non-exclusive license and right to use the Debtors' trademarks, trade names, logos, e-mail lists, mailing lists, customer lists, and social media sites (including, without limitation, Facebook and Twitter) relating to and used in connection with the operation of the Closing Stores, in each case solely for the purpose of advertising the Sales in accordance with the terms of the Full Chain Consulting Agreement and the Consultant's use of the Debtors' websites, URLs, and domain names shall be solely for purposes of promoting the Sales at the Closing Stores and use of Store locator functions. The Debtors shall take such steps as shall be necessary or appropriate to maintain the availability of such intellectual property and outlets for use by Consultants during the Sale Term.

49. For the avoidance of doubt, the Consultants and landlords, including any sublandlords, are authorized but not required to enter into Side Letters (as defined and described in the Initial Store Closing Order) modifying the Amended Sale Guidelines with regard to any



Additional Closing Stores. In the event of a conflict between the Amended Sale Guidelines, this U.S. Wind-Down Order (but solely with respect to conduct of the sales) and any Side Letter, the terms of such Side Letter shall control.

50. Nothing in this U.S. Wind-Down Order or in the Amended Sale Guidelines shall apply to the Debtor Toys “R” Us (Canada) Ltd. Toys “R” Us (Canada) Ltee or its business, assets or property.

51. Notwithstanding Bankruptcy Rule 6004(h), this U.S. Wind-Down Order shall take effect immediately upon its entry.

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

53. Notwithstanding Bankruptcy Rules 6003(b) and 6004(h), the terms and conditions of this U.S. Wind-Down Order are immediately effective and enforceable upon its entry.

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

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

56. This Court shall retain jurisdiction with regard to all issues or disputes relating to this U.S. Wind-Down Order or the Full Chain Consulting Agreement, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords and/or the Consultants for protection from interference with the Store

Closings or Sales, (c) any other disputes related to the Store Closings or Sales, and (d) protect the Debtors and/or the Consultants against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action against the Debtors, the Consultants, the landlords, the Store Closings, or the Sales until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

Dated: \_\_\_\_\_, 2018 **Mar 22 2018 /s/ Keith L Phillips**  
Richmond, Virginia United States Bankruptcy Judge

Entered on Docket: Mar 22 2018

WE ASK FOR THIS:

/s/ Jeremy S. Williams

Michael A. Condyles (VA 27807)  
Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
**KUTAK ROCK LLP**  
901 East Byrd Street, Suite 1000  
Richmond, Virginia 23219-4071  
Telephone: (804) 644-1700  
Facsimile: (804) 783-6192

- and -

Edward O. Sassower, P.C.  
Joshua A. Sussberg, P.C. (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
601 Lexington Avenue  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

- and -

James H.M. Sprayregen, P.C.  
Anup Sathy, P.C.  
Chad J. Husnick, P.C. (admitted *pro hac vice*)  
Emily E. Geier (admitted *pro hac vice*)  
**KIRKLAND & ELLIS LLP**  
**KIRKLAND & ELLIS INTERNATIONAL LLP**  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

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

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

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

/s/ Jeremy S. Williams

**Schedule 1**

**Full Chain Consulting Agreement**



March 16, 2018

To: Toys "R" Us - Delaware, Inc. ("Merchant")  
One Geoffrey Way  
Wayne, NJ. 07470  
Attn: Mr. James Young

and

Malfitano Advisors, LLC  
747 Third Ave., 2<sup>nd</sup> Floor  
New York, NY 10017  
Attn: Joseph Malfitano

From: Gordon Brothers Retail Partners, LLC  
800 Boylston Street  
27<sup>th</sup> Floor  
Boston, MA 02199

Hilco Merchant Resources, LLC  
5 Revere Drive  
Suite 206  
Northbrook, IL 60062

Tiger Capital Group, LLC  
340 N. Westlake Boulevard, Suite 260  
Westlake Village, CA 91362

Great American Group, LLC  
21255 Burbank Blvd, Suite 400  
Woodland Hills, CA 91367

Re: Store Closing Program – Consulting Agreement-Full Chain

Ladies and Gentlemen:

This letter shall serve as the agreement of a contractual joint venture comprised of Gordon Brothers Retail Partners, LLC ("GB"), Hilco Merchant Resources, LLC ("Hilco"), Tiger Capital Group, LLC ("Tiger") and Great American Group, LLC ("GA") (collectively, "Consultant") and Merchant pursuant to which Consultant shall serve as the consultant to Merchant to conduct a "going out of business," "store closing," "everything must go," "sale on everything," or other mutually agreed upon themed sale (the "Sale") at Merchant's remaining seven hundred and thirty five (735) retail stores identified on Exhibit A attached hereto (each a "Store" and collectively the "Stores") and selling the Offered FF&E (as defined below) at the Stores and at the Merchant's distribution centers (the "Distribution Centers") and corporate offices (the "Corporate Offices"), both identified on Exhibit B attached hereto, subject to the terms and conditions set forth herein.

Each of the Consultants acknowledges that Merchant engaged GB/Hilco, on the one hand, and Tiger/GA, on the other hand, to act as consultants to handle a similarly themed sale (the "Existing Sale") at certain other stores of Merchant during the Sale Term (as defined below). For the avoidance of doubt, nothing herein shall amend, modify, or affect the Existing Sale or the agreements related thereto.

1. **RETENTION**

(A) Subject to the approval of the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"), Merchant hereby retains Consultant as its independent consultant to conduct the Sale at the Stores during the Sale Term, and in connection therewith, Consultant shall, throughout the Sale Term:

- (i) Recommend appropriate discounting to effectively sell all of Merchant's goods located at or to be delivered to the Stores in accordance with a "going out of business," "store closing," "everything must go," "sale on everything," or other mutually agreed upon themed sale (subject to Section 5(I) below), and recommend appropriate point-of-purchase, point-of-sale, and other internal and external advertising in connection therewith.
- (ii) Provide qualified supervision to oversee the conduct of the Sale, which supervisors, once identified to Merchant, shall not be removed from the Sale event unless Merchant otherwise agrees or requests removal.
- (iii) Maintain focused and constant communication with 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.
- (iv) Establish and monitor accounting functions for the Sale, including evaluation of sales of Merchant's goods located at the Stores by category, sales reporting and expense monitoring, all of which shall be shared with the Merchant's advisors monitoring the Sale.

- (v) Recommend loss prevention strategies.
- (vi) Coordinate with Merchant so that the operation of the Stores is being properly maintained including ongoing customer service and housekeeping activities.
- (vii) Recommend appropriate staffing levels for the Stores and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store employees.
- (viii) Assist Merchant to commence the Sale as a “going out of business,” “sale on everything,” “everything must go,” “store closing,” or such other themed sale approved by Merchant and the Bankruptcy Court; and
- (ix) Assist Merchant in the scheduling and allocation of Merchandise delivery to the Stores from the Distribution Centers;

2. **SALE TERM; VACATING STORES**

(A) The term “Sale Term” with respect to each respective Store shall commence on March 16, 2018 (the “Sale Commencement Date”) and shall end with respect to each respective store no later than June 30, 2018 (the “Sale Termination Date”); provided, however, that Merchant and Consultant may mutually decide on an earlier or later “Sale Commencement Date” or “Sale Termination Date” with respect to any one or more Stores (on a Store-by-Store basis). Merchant has or will obtain landlord consent to extend the lease rejection deadline for each of the Stores until at least the Sale Termination Date, provided that, to the extent that Merchant is unable to secure the required landlord consents with respect to the “wave 1.5” Stores as disclosed to Consultant during due diligence, the Merchant will remove such Store(s) from Exhibit A (“Early Closing Stores”) and have the assets in such Store(s) be liquidated in accordance with the consulting agreements governing the Existing Sale, provided further, that, subject to the Approval Order, the liquidation of any removed Store(s) shall be conducted using a “going out of business” theme.

(B) Merchant shall have the right to eliminate Stores, including the Early Closing Stores, from the Sale, provided, however, in the event Merchant exercises such right, the parties shall, in good faith, negotiate a mutually agreeable adjustment to the Gross Recovery thresholds upon which Consultant’s Merchandise Fee is calculated in Section 4(B) below and to the expense budgets set forth in Sections 3(B) and 3(C) below.

(C) Upon the conclusion of the Sale Term at each Store, Consultant shall leave such Store 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.

3. **EXPENSES**

(A) All expenses incident to the conduct of the Sale and the operation of the Stores during the Sale Term (including without limitation all Operating Expenses and all Consultant Controlled Expenses and all other store- level and corporate expenses associated with the Sale) shall be borne by Merchant; except solely for any of the specifically enumerated “Consultant Controlled Expenses” that exceed the aggregate budgeted amount (as provided in Section 3(C) below) for such Consultant Controlled Expenses.

(B) The Merchant shall provide the Consultant the anticipated expense budget for Store-level and Distribution Centers' operating expenses (collectively, "Operating Expenses") in connection with the Sale.

(C) Attached hereto as Exhibit C is an expense budget for the "Consultant Controlled Expenses." Consultant will advance funds for the Consultant Controlled Expenses, and Merchant shall reimburse Consultant therefor (up to the aggregate budgeted amount) in connection with each weekly reconciliation contemplated by Section 5(B) upon presentation of reasonable documentation for such actually-incurred expenses. All Consultant Controlled Expenses shall be billed at cost, without markup, and evidence of incurrence shall be provided, if requested.

(D) The parties may from time to time mutually agree in writing to increase or decrease the budget of Operating Expenses and/or Consultant Controlled Expenses based upon circumstances of the Sale.

#### 4. CONSULTANT COMPENSATION

(A) As used herein, the following terms shall have the following meanings:

- (i) "File" shall mean (i) File 1 Apparel.txt; (ii) File 1.txt; (iii) File 10.txt; (iv) File 11.txt; (v) File 2 Apparel.txt; (vi) File 2.txt; (vii) File 3 Apparel.txt; (viii) File 3.txt; (ix) File 4 Apparel.txt; (x) File 4.txt; (xi) File 5.txt; (xii) File 6.txt; (xiii) File 7.txt; (xiv) File 8.txt; and (xv) File 9.txt files and any other updated files related to the Merchandise on or prior to the Sale Commencement Date provided to Consultant by Merchant. The File does not include any Excluded Pricing Adjustments.
- (ii) "Gross Proceeds" shall mean the sum of the gross proceeds of all sales of Merchandise (including, as a result of the redemption of any gift card, gift certificate or merchandise credit as provided for in the Approval Order) during the Sale Term, net only of sales taxes.
- (iii) [Intentionally Omitted].
- (iv) "Merchandise" shall mean all goods, saleable in the ordinary course, located in the Stores and Distribution Centers on the Sale Commencement Date or delivered thereto after the Sale Commencement Date sold in the Sale at the Stores or otherwise, provided that, sales through the e-commerce platform shall be excluded from the Sale. "Merchandise" does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment, machinery, office supplies, conveyor systems, racking, rolling stock, any vehicles or other modes of transportation, and other personal property (collectively, "FF&E"), or improvements to real property, that are located in the Stores, Distribution Centers, and Corporate Offices; (3) damaged or defective merchandise that cannot be sold; (4) goods held by Merchant on memo, on consignment, or as



bailee; (5) warranty, installation or delivery services ("Warranty/Install Services"; (1)-(5), collectively without the FF&E, the "Non-Merchandise Goods"; or (6) gift cards (third party and Merchant branded).

- (v) [Intentionally Omitted]
- (vi) "Gross Recovery" shall mean the Gross Proceeds, divided by the sum of the aggregate Retail Value of the Merchandise sold during the Sale Term.
- (vii) "Retail Value" shall mean with respect to each item of Merchandise, the File price for such item. For the avoidance of doubt, any discounts offered by Consultant during the Sale shall not be taken into account in determining Retail Value.
- (viii) "Excluded Price Adjustments" shall mean the following discounts or price adjustments offered by Merchant: (i) point of sale discounts or similar adjustments offered on any item; (ii) employee discounts; (iii) customer appreciation coupons or discounts; (iv) multi-unit purchase discounts; (v) adjustments for damaged, defective or "as is" items; (vi) coupons (Merchant's or competitors), catalog, website or circular prices, or "buy one get one" type discounts (unless item is only sold in such manner and reflected as such in the Merchandise File) ; (vii) customer savings pass discounts or "bounce back" coupons, or discounts for future purchases based on dollar value of past purchases; (viii) discretionary price discounts offered by salespeople such as "price match"; (ix) obvious ticketing or marking errors; (x) loyalty program discounts; or (xi) instant (in store) or mail in rebates.

(B) Merchandise Fee. In consideration of its services hereunder, Merchant shall pay Consultant, a fee (the "Merchandise Fee") based upon one of the following thresholds of Gross Recovery as set forth below (e.g., back to first dollar):

Gross Recovery	Consultant's Merchandise Fee
Below 57.0%	1.8% of Gross Proceeds
57.0% to 58.49%	2.5% of Gross Proceeds
58.5% to 59.99%	3.0% of Gross Proceeds
60.0% or Above	3.5% of Gross Proceeds

Notwithstanding the foregoing, if, according to the above table, the Merchandise Fee increases as a result of the Gross Recovery equaling or exceeding a threshold, and (x) the Gross Proceeds, net of such applicable increased Merchandise Fee, are less than (y) the Gross Proceeds, net of the immediately preceding Merchandise Fee according to the table, the Merchandise Fee shall not be increased until such time as the Gross Proceeds calculation in (x) is equal to or greater than the Gross Proceeds calculation in (y). For the avoidance of doubt, it is the intention of the parties that Gross Proceeds to the Merchant net of the

Merchandise Fee not decrease to the extent Gross Proceeds increase above a Gross Recovery threshold.

(C) Non-Merchandise Fee. Subject to the Approval Order or consent of the owners of the Non-Merchandise Goods, Consultant shall sell Non-Merchandise Goods during the Sale at the Stores, and in consideration of such services, Consultant shall earn a fee equal to the Consultant's Merchandise Fee percentage earned on sales of Merchandise as set forth in Section 4(B) above multiplied by the aggregate gross receipts, net only of sales taxes, from the sale of Non-Merchandise Goods at the Stores (the "Non-Merchandise Fee"), provided that, there shall be no fee for Warranty/Install Services.

(D) Expense Savings. In addition to the Merchandise Fee and Non-Merchandise Fee, if the aggregate amount of Operating Expenses is less than the total amount set forth in the budget provided by Merchant, as an additional fee hereunder, Consultant shall be entitled to payment of an amount equal to ten percent (10%) of the difference between (x) the total amount of Operating Expenses set forth in such budget, and (y) the actual total Operating Expenses attributable to the Sale Term (the "Expense Savings Fee"). For the avoidance of doubt, there shall be no Expense Savings Fee on any savings with respect to any employee retention or incentive program.

(E) Gross Rings. For purposes of calculating Gross Proceeds, Gross Recovery and the Consultant's Merchandise Fee and Non-Merchandise Fee, the parties shall use the "Gross Rings" method, wherein 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.

(F) On a weekly basis in connection with each weekly reconciliation contemplated by Section 5(B) below, Merchant shall pay Consultant an amount equal to the sum of (1) one and eight tenths percent (1.8%) of Gross Proceeds on account of the prior week's sales as an advance on account of the fees payable hereunder; and (2) any FF&E Commission earned during the prior week. The parties shall determine the definitive Consultant Merchandise Fee, Non-Merchandise Fee, Expense Savings Fee and (and in the case of the Merchant, any Additional Consultant Goods Fee), if any, in connection with the Final Reconciliation. Immediately thereafter (and as part of the Final Reconciliation), Merchant or Consultant, as the case may be, shall pay any additional amount owed on account of such fees.

## 5. CONDUCT OF SALE; OTHER SALE MATTERS

(A) Merchant shall have control over the personnel in the Stores, Distribution Centers, and Corporate Offices 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. Subject to Section 1(A)(xi) above, Merchant (and not Consultant) shall be responsible for ensuring that the Sale, and the operation of the Stores, Distribution Centers,

and Corporate Offices (before, during, and after the Sale Term) shall be conducted in compliance with all applicable laws and regulations.

(B) The parties will meet on each Wednesday during the Sale Term to review any Sale matters reasonably requested by either party; and all amounts payable or reimbursable to Consultant for the prior week (or the partial week in the case of the first and last weeks) shall be reconciled and paid immediately thereafter. No later than twenty (20) days following the end of the Sale, the parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the "Final Reconciliation"). 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 to this Agreement shall, at all times during the Sale Term and during the one (1) year period thereafter, provide the other with access to all information, books and records reasonably 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. The parties shall work in good faith and in a reasonable manner to determine the Operating Expenses incurred and associated Expense Savings and Expense Savings Fee, if any.

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

(D) 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.

(E) Merchant acknowledges that (i) the parties are not conducting an inventory of the Merchandise; (ii) Consultant has made no independent assessment of the beginning levels of such goods; and (iii) Consultant shall not bear any liability for shrink or other loss to Merchant's goods located at the Stores (including without limitation Merchandise) unless such shrink or loss is primarily attributed to the actions of Consultant. Merchant may, at its election, conduct an inventory at some or all of the Stores and Consultant agrees to cooperate with such inventory taking if and when done.

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

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

(H) Consultant shall, during the Sale Term at the Stores, cooperate with Merchant in respect of Merchant's procedures governing returns of goods otherwise sold by Merchant (e.g., not in the Stores during the Sale Term).

(I) Merchant hereby permits the Sale to be, and shall ensure that the Sale otherwise may be, advertised as a "sale on everything" or other mutually agreed upon handle throughout

the term of the Sale, and from and after entry of the Approval Order by the Bankruptcy Court, as a “going out of business”, “store closing” or “everything must go” sale.

**6. FF&E**

(A) Following the Sale Commencement Date, Merchant shall inform Consultant of those items of FF&E located at the Stores, Distribution Centers, and Corporate Offices which are not to be sold (because Merchant does not have the right to sell such items, because Merchant wishes to retain such items for itself, or otherwise) (collectively, “Retained FF&E”).

(B) With respect to all FF&E located at the Stores, Distribution Centers, and Corporate Offices as of the Sale Commencement Date 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 on a commission basis equal to fifteen percent (15.00%) of the gross sales of Offered FF&E, net only of sales tax (“FF&E Commission”).

(C) Merchant shall reimburse Consultant for its reasonable expenses associated with the sale of the Offered FF&E based upon a mutually agreed upon budget.

(D) Consultant shall have the right to abandon any unsold Offered FF&E (and all Retained FF&E) at the Stores, Distribution Centers, and Corporate Offices at the conclusion of the Sale Term without liability to Merchant or any third party, provided that, absent further of the Court, no Offered FF&E can be abandoned at Propco I locations and Consultant shall assist Merchant in making sure such locations are empty of Offered FF&E at the conclusion of the Sale, provided, however, the cost and expenses of such shall be borne by Merchant pursuant to the budget contemplated by Section 6(C) above.

**7. ADDITIONAL CONSULTANT GOODS**

(A) In connection with the Sale, subject to Merchant’s consent (not to be unreasonably withheld, delayed, or denied), Consultant shall have the right, at Consultant’s sole cost and expense, to supplement the Merchandise in the Sale with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale (“Additional Consultant Goods”). The Additional Consultant Goods shall be purchased by Consultant as part of the Sale, and delivered to the Stores at Consultant’s sole expense (including labor, freight and insurance relative to shipping such Additional Consultant Goods to the Stores). Sales of Additional Consultant Goods shall be run through Merchant’s cash register systems; provided, however, that Consultant shall mark the Additional Consultant Goods using either a “dummy” SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise. Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. Additionally, Consultant shall provide signage in the Stores at no cost to Merchant notifying customers that the Additional Consultant Goods have been included in the Sale. Absent Merchant’s written consent, and Consultant’s agreement to reimburse Merchant for any associated expenses,

Consultant shall not use Merchant's Distribution Centers for any Additional Consultant Goods.

(B) Consultant shall pay to Merchant an amount equal to five percent (5.0%) of the gross proceeds (excluding sales taxes) from the sale of the Additional Consultant Goods (the "Additional Consultant Goods Fee"), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant shall pay Merchant its Additional Consultant Goods Fee in connection with each weekly sale reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during each then prior week (or at such other mutually agreed upon time).

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

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

(E) Merchant acknowledges, and the Approval Order shall provide, 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**

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, Distribution Centers, and Corporate Offices in such amounts as are reasonable and consistent with its ordinary practices, for bodily injury, personal injury and/or property damage. Consultant shall add Merchant as an additional insured with respect to its insurance policies covering Consultant and its supervisors, and (c) each of Merchant and Consultant shall maintain statutory worker's compensation,

statutory disability and Employer's Liability coverage of at least \$500,000 covering its own employees. Consults shall produce evidence of such by the Sale Commencement Date.

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 Centers, or the Corporate Offices, or the Merchandise or other assets located therein or associated therewith, or of Merchant's employees located at the Stores, Distribution Centers, or Corporate Offices; and Consultant does not assume any of Merchant's obligations or liabilities with respect thereto.

Notwithstanding any other provision of this Agreement, Merchant and Consultant agree that Merchant shall bear all responsibility for product liability relating to the products sold under this Agreement, before, during and after the Sale Term.

9. **INDEMNIFICATION**

(A) Consultant shall indemnify and hold Merchant and its affiliates, and their respective officers, directors, employees, consultants, and independent contractors (collectively, the "Merchant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented 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; or
- (iv) the negligence, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives, *provided that* Consultant shall not be obligated to indemnify any Merchant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Merchant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

(B) Merchant shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable

attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

- (i) 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;
- (ii) any claims by any party engaged by Merchant as an employee or independent contractor arising out of such engagement;
- (iii) any consumer warranty or products liability claims relating to any Merchandise; and/or
- (iv) the negligence, willful misconduct or unlawful acts of Merchant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, *provided that* Merchant shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, or unlawful act.

10. **MISCELLANEOUS**

(A) This Agreement, including retention of Consultant and conduct of the Sale set forth herein, is subject to the approval of the Bankruptcy Court. Merchant shall promptly seek to have this Agreement, and the transactions contemplated by this Agreement approved by the Bankruptcy Court pursuant to an order and terms acceptable to both Merchant and Consultant (the "Approval Order"). In the event the Approval Order is not entered by the Bankruptcy Court, 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. The Bankruptcy Court shall have exclusive jurisdiction to resolve any issues arising under this Agreement.

(B) 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. 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. Written notices contemplated by this Agreement shall be sent by email (i) if to Merchant at the address set forth above; and (ii) if to Consultant at the addresses set forth above with a copy to GB (Mackenzie Shea, [mshea@gordonbrothers.com](mailto:mshea@gordonbrothers.com)); Hilco (Ian Fredericks, [ifredericks@hilcoglobal.com](mailto:ifredericks@hilcoglobal.com)); Tiger (Mark Naughton, [mnaughton@tigergroup.com](mailto:mnaughton@tigergroup.com)); and GA (Scott Carpenter, [scarpenter@greatamerican.com](mailto:scarpenter@greatamerican.com))


**[Remainder of Page Intentionally Left Blank]**



Very truly yours,

**A contractual joint venture composed of:**

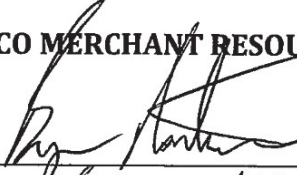
**GORDON BROTHERS RETAIL PARTNERS, LLC**

By:   
Name: Richard Edwards  
Title: CO- President - Retail

Address:

800 Boylston Street  
27<sup>th</sup> Floor  
Boston, MA 02199


**HILCO MERCHANT RESOURCES, LLC**

By:   
Name: Benjamin Norman  
Title: Managing Partner

Address:

5 Revere Drive  
Suite 206  
Northbrook, IL 60062

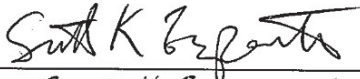
**TIGER CAPITAL GROUP, LLC**

By:   
Name: Michael McGinnis  
Title: COO

Address:

99 Park Avenue  
19<sup>th</sup> Floor  
New York, NY 10016

**GREAT AMERICAN GROUP, LLC**

By:   
Name: SCOTT K CARPENTER  
Title: President, GA Retail Solutions

Address:

21255 Burbank Boulevard  
Suite 400  
Woodland Hills, CA 91367

Agreed and Accepted:  
**Toys "R" Us - Delaware, Inc.**

By: \_\_\_\_\_  
Print Name and Title:

Exhibits:

- A. Stores
- B. Distribution Centers and Corporate Offices
- C. Budget of Consultant Controlled Expenses

Very truly yours,

**A contractual joint venture composed of:**

**GORDON BROTHERS RETAIL PARTNERS, LLC**

**HILCO MERCHANT RESOURCES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
800 Boylston Street  
27<sup>th</sup> Floor  
Boston, MA 02199

Address:  
5 Revere Drive  
Suite 206  
Northbrook, IL 60062

**TIGER CAPITAL GROUP, LLC**

**GREAT AMERICAN GROUP, LLC**

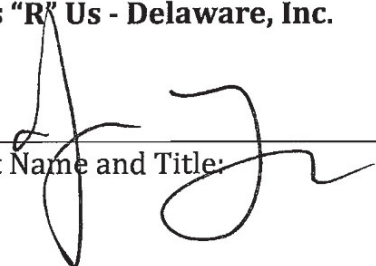
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
99 Park Avenue  
19<sup>th</sup> Floor  
New York, NY 10016

Address:  
21255 Burbank Boulevard  
Suite 400  
Woodland Hills, CA 91367

Agreed and Accepted:  
**Toys "R" Us - Delaware, Inc.**

By:   
Print Name and Title: \_\_\_\_\_

Exhibits:

- A. Stores
- B. Distribution Centers and Corporate Offices
- C. Budget of Consultant Controlled Expenses

**Exhibit A**

**Stores**

Toys "R" Us Exhibit A

Store List

Count	Store #	Chain	Name	Address	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
1	5112	Express	Jersey City	30 Mall Drive West	Jersey City	NJ	07310	(201) 222-0364	Lease	Delaware	3,028	3,028
2	5115	Express	Springfield	6507 Springfield Mall	Springfield	VA	22150	(703) 922-5760	Lease	Delaware	4,167	4,167
3	5132	Express	Pleasant Prairie	11211 120th Avenue	Pleasant Prairie	WI	53158	(262) 857-3046	Lease	Delaware	3,100	3,100
4	5138	Express	Aurora	1650 Premium Outlet Blvd	Aurora	IL	60502	(630) 499-1444	Lease	Delaware	4,982	4,982
5	5153	Express	Cypress	29300 Hempstead Road	Cypress	TX	77433	(281) 256-8735	Lease	Delaware	3,791	3,791
6	5170	Express	Savannah	200 Tanger Outlet Blvd.	Pooler	GA	31322	(912) 450-0888	Lease	Delaware	3,485	3,485
7	5171	Outlet	Lancaster	311 Stanley Ktanger Blvd	Lancaster	PA	17602	(717) 291-4619	01/00/00	0	-	3,500
8	5176	Express	Laredo	5300 San Dario Avenue	Laredo	TX	78041	(956) 729-1960	Lease	Delaware	4,924	4,924
9	5181	Express	Grand Rapids	350 84th Street SW	Byron Center	MI	49315	(616) 583-0820	Lease	Delaware	4,175	4,175
10	5189	Express	Edinburgh	11850 North East Executive Drive	Edinburgh	IN	46124	(812) 526-3119	Lease	Delaware	5,500	5,500
11	5192	Express	Lutz	2398 Grand Cypress Dr	Lutz	FL	33558	(813) 949-7569	Lease	Delaware	3,000	3,000
12	5508	Express	Pearland	11200 Broadway Street	Pearland	TX	77584	(713) 436-7559	Lease	Delaware	3,500	3,500
13	5543	Express	Greendale	5300 South 76th Street	Greendale	WI	53129	(414) 423-0124	Lease	Delaware	5,523	5,523
14	5567	Express	Glendale	6800 N. 95th Ave	Glendale	AZ	85305	(623) 872-6414	Lease	Delaware	3,467	3,467
15	5602	TRU	Van Nuys	16040 Sherman Way	Van Nuys	CA	91406	(818) 780-5115	Lease	Delaware	40,625	25,978
16	5603	TRU	Burbank	683 North Victory Blvd	Burbank	CA	91502	(818) 841-5037	No	Lease	37,856	29,877
17	5607	TRU	Las Vegas	4550 Meadows Lane	Las Vegas	NV	89107	(702) 877-9070	Owned	Propco I	36,750	33,049
18	5610	TRU	Woodland Hills	6245 Topanga Canyon Blvd	Woodland Hills	CA	91367	(818) 346-9751	No	Lease	33,380	28,958
19	5611	TRU	Riverside	10391 Magnolia Ave.	Riverside	CA	92505	(951) 687-4542	Owned	Propco II	48,993	33,402
20	5613	TRU	Ventura	2975 Johnson Drive	Ventura	CA	93004	(805) 642-3764	Owned	Propco I	46,000	35,679
21	5615	TRU	Lancaster	1335 West Avenue K	Lancaster	CA	93534	(661) 949-7880	Owned	Propco I	50,286	30,734
22	5617	TRU	Thousand Oaks	179 N. Moorpark Road	Thousand Oaks	CA	91360	(805) 496-4981	Lease	Propco I	43,000	30,999
23	5622	TRU	Torrance	22035 Hawthorne Blvd.	Torrance	CA	90503	(310) 540-2727	Lease	Propco I	48,516	35,389
24	5625	TRU	Chula Vista	1008A Industrial Blvd.	Chula Vista	CA	91911	(619) 420-4048	No	Lease	42,540	33,841
25	5626	TRU	La Mesa	8790 Grossmont Blvd.	La Mesa	CA	91941	(619) 461-4901	Lease	Delaware	44,014	31,155
26	5627	TRU	Oceanside	2425 Vista Way	Oceanside	CA	92054	(760) 439-7944	Owned	Propco I	35,000	31,100
27	5629	TRU	Bell Gardens	7102 Eastern Ave.	Bell Gardens	CA	90701	(323) 771-2135	Owned	Propco II	39,826	32,905
28	5630	TRU	Cerritos	11340 E. South St.	Cerritos	CA	90701	(562) 924-3419	Lease	Propco I	33,500	30,422
29	5633	TRU	Escondido	1240 Auto Parkway So.	Escondido	CA	92029	(760) 747-4975	No	GL	45,556	34,820
30	5634	TRU	Huntington Beach	7212 Edinger Ave.	Huntington Beach	CA	92647	(714) 848-6357	Lease	Delaware	41,029	29,092
31	5639	TRU	Hawaii	98-211 Pali Momi Street	Aiea	HI	96701	(808) 487-5811	GL	Delaware	47,500	27,984
32	5640	TRU	Tucson	4525 North Oracle Rd.	Tucson	AZ	85705	(520) 293-8905	Owned	Propco I	40,762	33,538
33	5649	TRU	Murrieta	39855 Alta Murrieta Dr.	Murrieta	CA	92562	(951) 696-0532	Owned	Propco II	45,493	35,596
34	5651	TRU	E. Mesa	1516 South Power Rd.	E. Mesa	AZ	85206	(480) 832-8697	Owned	Propco II	45,881	34,607
35	5653	TRU	National City	1100 E. 30 St.	National City	CA	91950	(619) 477-8383	No	GL	46,000	35,636
36	5655	TRU	Monrovia	660 West Huntington Dr.	Monrovia	CA	91016	(626) 303-5507	No	Lease	42,815	30,366
37	5658	TRU	Calixico	2600 Rockwood Ave.	Calixico	CA	92231	(760) 357-4709	GL	Propco I	45,378	33,236
38	5661	TRU	Henderson	1425 W. Sunset Road	Henderson	NV	89014	(702) 454-8697	GL	Propco I	45,000	35,092
39	5664	TRU	Arrowhead	7430 W. Bell Rd.	Glendale	AZ	85308	(623) 979-3622	Owned	Propco I	30,000	24,606
40	5682	TRU	Chandler	840 N. 54th St.	Chandler	AZ	85226	(480) 705-7444	No	GL	31,982	24,811
41	5683	TRU	Ontario Mills	4460 Ontario Mills Parkway	Ontario	CA	91764	(909) 987-8894	No	GL	48,000	37,377
42	5684	TRU	Visalia	2800 S. Mooney Blvd.	Visalia	CA	93277	(559) 635-8697	Owned	Propco I	31,000	23,830
43	5685	TRU	Murray	5968 South State St.	Murray	UT	84107	(801) 261-8697	Lease	Delaware	45,369	33,686
44	5689	TRU	Orem	86 E. University Parkway.	Orem	UT	84058	(801) 224-4448	Owned	Propco I	45,059	34,615
45	5691	TRU	Layton	1780 Woodland Park Drive	Layton	UT	84041	(801) 779-9900	GL	Propco I	34,790	22,405
46	5749	Outlet	Camarillo	900 Camarillo Center Suite 1112	Camarillo	CA	93010	(805) 465-4040	Lease	Delaware	2,796	2,796
47	5750	Outlet	Dawsonville	800 Highway 400 South	Dawsonville	GA	30534	(706) 525-6029	Lease	Delaware	3,404	3,404
48	5751	Outlet	Barceloneta	1 Premium Outlets Blvd.	Barceloneta	PR	00617	(787) 846-7233	Lease	Delaware	3,357	3,357
49	5752	Outlet	Round Rock	4401 North IH-35	Round Rock	TX	78664	(512) 591-2596	Lease	Delaware	3,045	3,045
50	5753	Outlet	West Palm Beach	1751 Palm Beach Lakes Blvd.	West Palm Beach	FL	33401	(561) 530-6533	Lease	Delaware	4,500	4,500
51	5754	Outlet	San Diego	4345 Camino de la Plaza	San Diego	CA	92173	(619) 205-0070	Lease	Delaware	3,600	3,600
52	5755	Outlet	Nashville	327 Opry Mills Drive	Nashville	TN	37214	(615) 416-6770	Lease	Delaware	4,497	4,497
53	5756	Outlet	Woodstock	915 Ridgeway Parkway	Woodstock	GA	30188	(770) 702-9896	Lease	Delaware	3,450	3,450
54	5757	Outlet	Chesterfield	18521 North State Blvd.	Chesterfield	MO	63010	(636) 778-2220	Lease	Delaware	3,924	3,924
55	5761	Express	AVENTURA - TRU Surplus	2747 NE 193rd St.	Aventura	FL	33180	(305) 682-8986	GL	Delaware	6,000	6,000
56	5765	Express	Giam	1088 West Marine Corps Drive	Dededo	GU	96912	(671) 632-8697	Lease	Delaware	4,150	4,150
57	5777	Express	San Jose	2200 Estridge Loop #1085	San Jose	CA	95122	(408) 274-2804	Lease	Delaware	4,389	4,389
58	5805	TRU	Reno	5000 Smith Ridge Dr.	Reno	NV	89502	(775) 827-8697	Owned	Propco II	35,390	33,394
59	5807	TRU	Arden Way	1919 Arden Way	San Jose	CA	95185	(916) 929-9500	Lease	Delaware	39,664	31,216
60	5808	TRU	Surprise	7800 Greenback Lane	Sacramento	CA	95610	(916) 969-9727	Lease	Delaware	44,700	32,053
61	5809	TRU	Modesto	2700 Sisk Road	Modesto	CA	95350	(209) 527-2288	Owned	Propco II	43,000	34,087
62	5810	TRU	Stockton	718 West Hammer Lane	Stockton	CA	95210	(209) 473-9877	GL	Delaware	49,835	39,099

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	Address2	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
63	5811	TRU	Dublin	6850 Amador Plaza Road.		Dublin	CA	94588	(925) 833-0131	Lease	Delaware	46,093	27,615
64	5815	TRU	Santa Rosa	2705 Santa Rosa Ave.		Santa Rosa	CA	95407	(707) 527-6200	Owned	Propco I	43,587	32,645
65	5817	TRU	Hayward	24011 Hesperian Blvd.		Hayward	CA	94541	(510) 785-5800	Lease	Propco I	44,196	29,205
66	5818	TRU	Almaden	1082 Blossom Hill Rd.		San Jose	CA	95123	(408) 266-2600	Lease	Propco I	38,776	30,207
67	5820	TRU	Salinas	370 Northridge Center		Salinas	CA	93906	(831) 443-4455	Owned	Propco I	43,000	32,499
68	5824	TRU	Chico	1919 East 20th St.		Chico	CA	95928	(530) 343-6458	Owned	Propco I	45,378	28,962
69	5839	TRU	Medford	1300 Biddle Road		Medford	OR	97504	(541) 772-6010	Owned	Propco I	31,000	20,601
70	5841	TRU	Clovis	1425 Shaw Ave.		Clovis	CA	93611	(559) 322-0279	Owned	Propco I	45,000	34,357
71	5842	TRU	Roseville	6780 Stanford Ranch Rd.		Roseville	CA	95678	(916) 784-8697	Owned	Propco I	45,000	32,417
72	6003	TRU	Springfield	2701 Veteran's Pkwy		Springfield	IL	62704	(217) 787-7346	GL	Delaware	40,673	33,410
73	6004	TRU	Burbank	8148 S. Cicero Ave.		Burbank	IL	60459	(708) 636-4600	Lease	Propco I	49,046	30,695
74	6005	TRU	Melrose	9200 W. North Ave.		Melrose Park	IL	60160	(708) 343-9000	Owned	Delaware	39,380	27,359
75	6012	TRU	Woodridge	1500 75th St.		Downers Grove	IL	60516	(630) 964-7124	Owned	Delaware	48,304	34,589
76	6013	TRU	Southbend	6011 N. Grape St.		Mishawaka	IN	46545	(574) 277-4928	Owned	Propco I	45,888	34,427
77	6015	TRU	Merrillville	2020 E. Lincoln Highway		Merrillville	IN	46410	(219) 769-0630	No	Lease	40,120	32,876
78	6017	TRU	Aurora	4070 Fox Valley Center Dr.		Aurora	IL	60504	(630) 851-7600	Lease	Propco I	43,000	33,599
79	6018	TRU	Joliet	3128 Voyager Lane		Joliet	IL	60435	(815) 439-1009	Lease	Propco I	43,560	32,037
80	6023	TRU	Orland Park	45 Orland Square Dr.		Orland Park	IL	60462	(708) 460-9494	Owned	Propco II	43,434	32,888
81	6025	TRU	Lafayette	2324 Sagamore Parkway So.		Lafayette	IN	47905	(765) 474-4425	Owned	Propco I	40,683	32,848
82	6028	TRU	Vernon Hills	5555 Town Line Road		Vernon Hills	IL	60061	(847) 367-0029	Owned	Propco I	46,157	33,934
83	6029	TRU	Burnsville	14041 Aldrich Ave. So.		Burnsville	MN	55337	(952) 890-8697	GL	Propco I	43,475	35,658
84	6032	TRU	Janesville	2723 Milton Ave.		Janesville	WI	53546	(608) 758-0747	Owned	Propco I	45,320	24,060
85	6033	TRU	Madison	7309 West Towne Way		Madison	WI	53719	(608) 829-0910	GL	Delaware	49,000	37,148
86	6035	TRU	So. Milwaukee	3900 S. 27th St.		Milwaukee	WI	53221	(414) 282-4300	Owned	Propco II	38,000	31,728
87	6038	TRU	Green Bay	1640 W. Mason St.		Green Bay	WI	54303	(920) 494-1774	Owned	Propco I	44,991	34,950
88	6046	TRU	Maplewood	1852 E. County Road "D"		Maplewood	MN	55109	(651) 770-2918	Owned	Propco I	45,183	35,289
89	6049	TRU	Moline	4555 16th St.		Moline	IL	61265	(309) 797-3602	Lease	Propco I	43,000	32,192
90	6068	TRU	Flint	3250 So. Linden		Flint	MI	48507	(810) 733-3490	Lease	Propco I	38,000	28,062
91	6069	TRU	Saginaw	2800 Tittabawassee Rd.		Saginaw	MI	48603	(989) 790-2400	Lease	Propco I	40,000	33,881
92	6072	TRU	Kalamazoo	6207 So. Westmeade Ave.		Portage	MI	49002	(269) 329-1777	Lease	Propco I	52,050	34,329
93	6074	TRU	N. Grand Rapids	3130 Alpine Road N.W.		Walker	MI	49544	(616) 784-5999	Owned	Propco I	45,783	31,549
94	6077	TRU	Jackson	1038 Jackson Crossing		Jackson	MI	49204	(517) 780-0500	Lease	Delaware	32,667	20,638
95	6164	Outlet	El Paso	7051 S. Desert Blvd	E560	Canutillo	TX	79835	(915) 321-7061	Lease	Delaware	3,992	3,992
96	6191	Express	Oklahoma City	7624 W. Reno Avenue	11070	Oklahoma City	OK	73127	(405) 787-1183	Lease	Delaware	3,562	3,562
97	6304	TRU	Totowa	445 US Highway 46		Totowa	NJ	07512	(973) 256-6033	No	Delaware	50,679	39,913
98	6306	TRU	Paramus	250 E. Route 4		Paramus	NJ	07652	(201) 845-7260	GL	GL	38,568	29,498
99	6308	TRU	Flatbush	2875 Flatbush Ave.		Brooklyn	NY	11234	(718) 252-8697	Owned	Delaware	45,980	34,126
100	6309	TRU	Massapequa	5520 Sunrise Highway		Massapequa	NY	11758	(516) 798-3240	No	Lease	42,995	28,607
101	6311	TRU	Carle Place	117 Old Country Rd.		Carle Place	NY	11514	(516) 746-3200	No	Lease	43,000	33,006
102	6312	TRU	Staten Island	2845 Richmond Ave.		Staten Island	NY	10314	(718) 698-8821	Lease	Delaware	39,200	29,891
103	6313	TRU	Eatonstown	137 Route 35		Eatonstown	NJ	07724	(732) 544-0734	Lease	Delaware	48,997	36,703
104	6319	TRU	Livingston	599 W. Mt. Pleasant Ave.		Livingston	NJ	07039	(973) 994-2277	Lease	Propco I	43,000	33,048
105	6321	TRU	Toms River	1224 Hooper Ave.		Toms River	NJ	08753	(732) 341-2030	Owned	Propco II	49,215	30,913
106	6322	TRU	Douglaston	242-02 61st Ave		Little Neck	NY	11363	(718) 224-2800	Lease	Delaware	47,943	30,365
107	6325	TRU	Nanuet	122 East Route 59		Nanuet	NY	10954	(845) 624-8282	Owned	Propco II	41,538	31,026
108	6326	TRU	Milford	330 Oldgate Lane		Milford	CT	06460	(203) 874-0750	Owned	Propco II	38,000	33,174
109	6330	TRU	Paramus II	634 Rt. 17N @ Ridgewood Ave		Paramus	NJ	07652	(201) 670-7733	Lease	Propco I	61,818	28,447
110	6331	TRU	Poughkeepsie	2576 South Road		Poughkeepsie	NY	12601	(845) 473-5178	Owned	Propco II	42,267	34,209
111	6332	TRU	Danbury	17 Backus Avenue		Danbury	CT	06810	(203) 778-9913	GL	Delaware	45,180	33,829
112	6337	TRU	Middletown	88 Dunning Rd		Middletown	NY	10940	(845) 342-4144	GL	Propco I	57,500	34,349
113	6341	TRU	Clifton Park	17 Clifton County Rd.		Clifton Park	NY	12065	(518) 383-0188	GL	Propco I	45,453	32,846
114	6342	TRU	Freehold	600 Trotter Way		Freehold	NJ	07728	(732) 462-0500	Owned	Propco I	44,799	33,841
115	6343	TRU	Hazlet	Hazlet Plaza	3035 Rt. 35 North	Hazlet	NJ	07730	(732) 888-8200	Lease	Propco I	35,000	25,765
116	6355	TRU	Riverhead	1151 Old Country Road		Riverhead	NY	11901	(631) 369-6501	Owned	Propco I	34,000	26,002
117	6359	TRU	Whitehall	955 Grape Streets		Whitehall	PA	18052	(610) 264-4100	Owned	Propco II	40,683	33,135
118	6360	TRU	Lawrenceville	3265 Brunswick Pike		Lawrence Twp.	NJ	08648	(609) 896-3330	GL	Propco I	38,000	31,258
119	6361	TRU	Wilkes-Barre	620 Kidder St.		Wilkes-Barre	PA	18702	(570) 825-8600	Owned	Propco II	44,638	34,634
120	6363	TRU	Elmira	7 Arnot Road		Horseheads	NY	14845	(607) 739-3695	GL	Propco I	46,700	30,300
121	6367	TRU	Glens Falls	708 Upper Glen St.		Glens Falls	NY	12804	(518) 761-7100	Lease	Propco I	30,390	23,251
122	6368	TRU	Fairfax-KidsWorld	13035 Fair Lakes Shopping Plaza		Fairfax	VA	22030	(703) 803-1050	Owned	Propco I	49,028	38,624
123	6390	TRU	College Point	30-02 Whitestone Expressway		Flushing	NY	11356	(718) 460-6363	No	Lease	43,999	32,545
124	6489	TRU	La Crosse	2906 Market Place		Onalaska	WI	54650	(608) 783-1851	Owned	Propco I	44,261	35,208

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
125	6630	Outlet	Oceanside	3515 Long Beach Road	Oceanside	NY	11572	(516) 632-2079	Lease	Delaware	6,450	6,450
126	6650	Express	Riverhead	405 Tanger Mall Drive	Riverhead	NY	11901	(631) 727-7718	Lease	Delaware	4,300	4,300
127	6651	Express	Deer Park	152 The Arches Circle	Deer Park	NY	11729	(631) 242-0162	Lease	Delaware	3,552	3,552
128	6677	Express	New York	901 Ave Of The Americas	Manhattan Mall	NY	10001	(212) 239-7306	Lease	Delaware	4,698	4,698
129	6771	Express	Santa Barbara	110 South Hope Ave	Santa Barbara	CA	93105	(805) 687-0219	Lease	Delaware	3,048	3,048
130	6794	Outlet	Commerce	100 Citadel Drive	City Of Commerce	CA	90040	(323) 765-2306	Lease	Delaware	5,755	5,755
131	6867	Express	Gurnee	6170 W. Grand Avenue	Gurnee	IL	60031	(847) 672-0010	Lease	Delaware	5,127	5,127
132	6942	Express	Commerce	800 Steven B Tanger Blvd	Commerce	GA	30529	(706) 335-8108	Lease	Delaware	4,700	4,700
133	6951	Express	Williamsburg	128 Tanger Drive	Williamsburg	IA	52361	(319) 668-2152	Lease	Delaware	4,000	4,000
134	6978	Outlet	Limerick	18 West Lightcap Road	Pottstown	PA	19464	(610) 569-4187	Lease	Delaware	6,039	6,039
135	7010	TRU	South Austin	4025 S. Capitol of Texas Hwy	Austin	TX	78704	(512) 441-7216	Owned	Propco II	42,500	33,737
136	7011	TRU	North Austin	12901 Hwy 35 North	Austin	TX	78753	(512) 989-6298	GL	Propco I	49,000	38,038
137	7016	TRU	Metairie	3609 Veterans Memorial Blvd.	Metairie	LA	70002	(504) 455-9513	No	GL	45,167	35,259
138	7019	TRU	Baybrook	1449 Bay Area Blvd.	Webster	TX	77598	(281) 338-2915	GL	Propco I	46,011	33,313
139	7022	TRU	Monroe	1350 Pecan Land Dr.	Monroe	LA	71201	(318) 322-8590	Lease	Delaware	47,500	34,443
140	7023	TRU	North Jackson	1175 East County Line Rd.	Jackson	MS	39211	(601) 956-2720	Owned	Propco I	46,000	35,430
141	7027	TRU	El Paso	9801 Gateway Blvd.W	El Paso	TX	79925	(915) 594-1131	Lease	Propco I	55,000	33,896
142	7028	TRU	West El Paso	801 Mesa Hills Dr.	El Paso	TX	79912	(915) 833-3459	Lease	Delaware	50,014	34,036
143	7030	TRU	McAllen	1101 W. Expressway 83	McAllen	TX	78502	(956) 682-8697	Owned	Propco II	45,451	35,438
144	7036	TRU	Astrodome	1212 Old Spanish Tr.	Houston	TX	77054	(713) 796-8697	Owned	Propco I	45,000	35,557
145	7038	TRU	College Station	1306 Harvey Rd.	College Station	TX	77845	(979) 693-2282	Owned	Propco I	30,000	20,594
146	7039	TRU	The Woodlands	1420 Lake Woodlands Dr.	The Woodlands	TX	77380	(281) 367-0061	Owned	Propco I	30,725	24,900
147	7040	TRU	Hattiesburg	4600 Hardy Street	Hattiesburg	MS	39402	(601) 264-2429	Lease	Delaware	35,000	21,179
148	7043	TRU	Lake Charles	3405 Gerstner Memorial Dr.	Lake Charles	LA	70607	(337) 478-0250	Owned	Delaware	20,000	16,338
149	7046	TRU	Sugarland	16618 SW Frwy	Sugarland	TX	77478	(281) 277-8697	GL	Delaware	31,000	25,277
150	7050	TRU	Katy Frwy.	25024 Katy Mills Drive	Katy	TX	77494	(281) 644-7600	Owned	Propco I	49,000	37,559
151	7058	Outlet	Sevierville	1645 Parkway	Sevierville	TN	37862	(865) 280-6246	Lease	Delaware	3,350	3,350
152	7059	Outlet	National Harbor	6800 Oxon Hill Rd	National Harbor	MD	20745	(301) 747-9002	Lease	Delaware	2,893	2,893
153	7060	Outlet	Los Angeles	3650 W Martin Luther King Blvd	Los Angeles	CA	90008	(323) 200-2002	Lease	Delaware	2,998	2,998
154	7061	Outlet	Tempe	5000 S Arizona Mills Circle	Tempe	AZ	85282	(602) 308-3437	Lease	Delaware	3,839	3,839
155	7063	Outlet	St. Augustine	500 Outlet Mall Blvd	St Augustine	FL	32084	(904) 417-9189	Lease	Delaware	4,260	4,260
156	7064	Outlet	Glendale	8016 Cooper Ave	Glendale	NY	11835	(718) 289-9000	Lease	Delaware	3,934	3,934
157	7065	Outlet	Tannersville	1000 Premium Outlets Drive	Tannersville	PA	18372	(570) 534-6032	Lease	Delaware	3,000	3,000
158	7066	Outlet	Orlando	4973 International Drive	Orlando	FL	32819	(407) 204-8786	Lease	Delaware	3,490	3,490
159	7067	Outlet	Tinton Falls	One Premium Outlets Boulevard	Tinton Falls	NJ	07753	(732) 481-8724	Lease	Delaware	3,000	3,000
160	7068	Outlet	Wrentham	1 Premium Outlets Blvd.	Wrentham	MA	02093	(508)384-3725	Lease	Delaware	24,006	18,522
161	7071	Outlet	Tulalip	10600 Quil Ceda Blvd	Tulalip	WA	98271	(360) 363-9034	Lease	Delaware	41,500	19,318
162	7074	Express	Laredo	16000 Water St	Laredo	TX	78040	956-231-5680	Lease	Delaware	4,985	4,985
163	7077	Outlet	Woodbridge	2700 Potomac Mills Cir	Woodbridge	VA	22192	703-987-2064	Lease	Delaware	4,406	4,406
164	7078	Express	Lee	17 Prime Outlets Blvd.	Lee	MA	01238	(413) 243-9778	Lease	Delaware	3,093	3,093
165	7080	TRU	Citrus Park	12845 Citrus Plaza Drive	Tampa	FL	33625	(813) 749-5049	Lease	Delaware	24,006	18,522
166	7081	TRU	Santa Ana	3900 Bristol Street Suite B	Santa Ana	CA	92704	(657) 328-6763	Lease	Delaware	41,500	19,318
167	7082	Outlet	Livermore	Livermore Outlets Dr	Livermore	CA	94551	(925) 292-2332	Lease	Delaware	3,797	3,797
168	7083	Express	Sunbury	400 South Wilson Rd	Sunbury	OH	43074	(740) 965-4198	Lease	Delaware	4,596	4,596
169	7084	Express	Clarksburg	22705 Clarksburg RD	Clarksburg	MD	20871	(301) 540-1697	Lease	Delaware	2,822	2,822
170	7085	Outlet	Las Vegas	805 South Grand Central Pkwy	Las Vegas	NV	89106	(702) 986-7536	Lease	Delaware	3,031	3,031
171	7088	Outlet	San Marcos	4015 S Interstate 35	San Marcos	TX	78666	512-214-6125	Lease	Delaware	3,500	3,500
172	7089	Outlet	Grapevine	3000 Grapevine Mills Parkway	Grapevine	TX	76051	469-293-7029	Lease	Delaware	4,605	4,605
173	7093	Outlet	Southaven	5205 Airways Blvd	Southaven	MS	38671	662-253-6188	Lease	Delaware	4,368	4,368
174	7094	Outlet	Branson	300 Tanger Boulevard	Branson	MO	65616	417-297-6011	Lease	Delaware	3,500	3,500
175	7103	Outlet	Orlando	8200 Vineland Avenue	Orlando Premium Outlets	FL	32821	(407) 550-9001	Lease	Delaware	4,386	4,386
176	7132	Express	Saugus	1201 Broadway	Saugus	MA	01906	(781) 231-0219	Lease	Delaware	3,306	3,306
177	7158	Outlet	Woodbury	620 Bluebird Cr	Central Valley	NY	10917	(845) 928-9566	Lease	Delaware	5,627	5,627
178	7159	Outlet	Elizabeth	651 Kapkowski Road	Elizabeth	NJ	07201	(908) 787-1279	Lease	Delaware	4,199	4,199
179	7257	Express	Johnson Creek	575 W. Unmar Lane	Johnson Creek	WI	53038	(920) 699-2329	Lease	Delaware	4,000	4,000
180	7502	TRU	Warwick	375 East Ave	Warwick	RI	02886	(401) 821-3872	Lease	Delaware	43,000	33,638
181	7503	TRU	Northshore Mall	Northshore Mall	Peabody	MA	01960	(978) 532-0978	GL	Delaware	44,913	34,473
182	7505	TRU	Framingham	One Worcester Road	Framingham	MA	01701	(508) 370-4445	GL	Propco I	44,847	34,934
183	7510	TRU	W. Hartford	1471 New Britain Ave.	W. Hartford	CT	06110	(860) 521-4880	No	Lease	36,950	27,959
184	7512	TRU	Swansea	86 Swansea Mall Drive	Swansea	MA	02777	(508) 675-1200	GL	Propco I	36,268	34,102
185	7513	TRU	So. Portland	303 Maine Mall Rd.	So. Portland	ME	04106	(207) 774-9430	Owned	Propco I	43,480	32,200
186	7515	TRU	Waterford	5 Dayton Road	Waterford	CT	06385	(860) 443-6637	Owned	Propco I	46,000	35,649

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
187	7517	TRU	Clay	N. Northern Mall	Clay	NY	13041	(315) 652-8697	Lease	Delaware	45,826	32,824
188	7520	TRU	Kingston	8 Gallen Road	Kingston	MA	02364	(781) 585-1200	Owned	Propco II	45,563	27,379
189	7522	TRU	Brocton	105 Campanelli Industrial Drive	Brocton	MA	02401	(508) 584-8697	Owned	Propco II	45,453	35,758
190	7523	TRU	Salem	16 Veterans Memorial Parkway	Salem	NH	03079	(603) 893-8697	Owned	Propco II	50,215	33,699
191	7524	TRU	N. Attleboro	1190 S. Washington St.	N. Attleboro	MA	02760	(508) 695-6195	Owned	Propco II	45,453	35,122
192	7532	TRU	Buckland Hills	1460 Pleasant Valley Rd.	Buckland Hills	MA	02760	(860) 644-7606	GL	Delaware	44,873	33,831
193	7543	TRU	Kissimmee	3214 N. John Young Pkwy	Kissimmee	FL	34741-7549	(407) 552-0951	Lease	Delaware	35,000	-
194	7544	Outlet	Miami	11401 NW12th St	Miami	FL	33172	(786) 450-5480	Lease	Delaware	4,500	4,500
195	7546	Outlet	Gilroy	8225 Arroyo Circle	Gilroy	CA	95020	(408) 337-4101	Lease	Delaware	-	-
196	7547	Outlet	Birch Run	12150 S. Beyer Road	Birch Run	MI	48415	(989) 349-7229	Lease	Delaware	-	-
197	7548	Outlet	Smithfield	1025 Industrial Park Drive	Smithfield	NC	27577	(919) 209-1038	Lease	Delaware	-	-
198	7549	Outlet	Ontario	1 Mills Circle	Ontario	CA	91764	(909) 687-1325	Lease	Delaware	3,641	3,641
199	7554	Express	Norfolk	1600 Premium Outlets	Norfolk	VA	23502	(757) 389-7542	Lease	Delaware	-	-
200	7557	Outlet	Altoona	801 Bass Pro Dr Nw 620	Altoona	IA	50009	(515) 957-0864	01/00/00	0	-	4,000
201	7561	Outlet	Fort Worth	15853 N. Fwy Site#1135	Fort Worth	TX	76177	(682) 831-9971	01/00/00	0	-	4,493
202	7562	TRU	Times Square	1466 Broadway	New York	NY	10036	(212) 277-4468	01/00/00	0	-	34,916
203	7580	Outlet	Philadelphia Mills	1417 Franklin Mills Circle	Philadelphia	PA	19154	-	01/00/00	0	-	40,000
204	7749	Express	Corpus Christi	5488 S. Padre Island Drive	Corpus Christi	TX	78411	(361) 985-0740	Lease	Delaware	9,449	9,449
205	7802	TRU	Fort Worth	7606 W. Freeway	White Settlement	TX	76108	(817) 246-2251	No	Lease	45,000	34,544
206	7805	TRU	Mesquite	2100 N. Town East Blvd	Mesquite	TX	75150	(972) 270-6164	Lease	Delaware	38,000	31,419
207	7807	TRU	Albuquerque	7400 Indian School Rd. NE	Albuquerque	NM	87110	(505) 884-1144	No	Lease	41,883	33,681
208	7809	TRU	Hurst	1319 West Pipeline Rd	Hurst	TX	76053	(817) 589-7181	GL	Propco I	49,210	38,303
209	7811	TRU	Quail Springs	2121 NW 138th St.	Oklahoma City	OK	73134	(405) 755-1335	Owned	Propco I	45,888	36,004
210	7814	TRU	Waco	5200 W. Waco Drive	Waco	TX	76710	(254) 772-1556	Owned	Propco I	45,187	30,555
211	7817	TRU	South Arlington	4111 S. Cooper St.	Arlington	TX	76015	(817) 784-0843	Owned	Propco II	45,183	36,166
212	7818	TRU	N. Little Rock	4239 E. McCain Blvd.	N. Little Rock	AR	72117	(501) 945-8020	GL	Propco I	42,617	32,837
213	7822	TRU	Lewisville	2412 S. Stemmons Freeway	Lewisville	TX	75067	(972) 315-6210	Owned	Propco II	45,453	34,128
214	7826	TRU	Killeen	2500 E. Central Texas Expressway#B	Killeen	TX	76541	(254) 634-8697	Owned	Propco I	30,831	20,595
215	7827	TRU	Longview	402 W. Loop 281	Longview	TX	75604	(903) 757-8697	Owned	Propco I	31,000	20,595
216	7828	TRU	Wichita Falls	2500 E. Elliott St.	Wichita Falls	TX	76308	(940) 691-8697	Owned	Propco I	30,000	20,688
217	7830	TRU	W. Little Rock	11500 Financial Center Parkway	W. Little Rock	AR	72211	(501) 954-8697	GL	Propco I	30,900	24,783
218	7833	TRU	Fayetteville	4166 N. College Ave.	Fayetteville	AR	72701	(479) 442-8697	GL	Propco I	30,700	24,692
219	7835	TRU	W. Albuquerque	3701 Ellison Rd NW	Albuquerque	NM	87114	(505) 899-8697	GL	Propco I	34,700	24,608
220	8003	TRU	Lynnwood	18601 Alderwood Mall Pkwy.	Lynnwood	WA	98037	(425) 771-4748	Lease	Propco I	43,000	34,357
221	8005	TRU	Clackamas	12535 SE 82nd Ave.	Clackamas	OR	97015	(503) 659-5163	Lease	Propco I	43,000	33,670
222	8006	TRU	Tigard	10065 SW Cascade Blvd.	Tigard	OR	97223	(503) 620-9779	Owned	Propco II	43,000	33,816
223	8007	TRU	Tacoma	4214 South Tacoma Mall Blvd.	Tacoma	WA	98409	(253) 472-4568	Owned	Propco I	43,000	34,723
224	8009	TRU	Eugene	1133 Valley River Dr.	Eugene	OR	97401	(541) 485-8742	Owned	Propco I	38,000	32,405
225	8018	Outlet	Milpitas	447 Great Mall Drive	Milpitas	CA	95035	(408) 964-2915	Lease	Delaware	4,816	4,816
226	8019	TRU	Kennebeck	1321 N. Columbia Center Blvd	Kennebeck	WA	99336	(509) 783-7006	Lease	Propco I	37,865	23,705
227	8020	TRU	Billings	640 South 24th St. W.	Billings	MT	59102	(406) 652-8697	Owned	Propco I	45,300	20,578
228	8021	TRU	Idaho Falls	2395 East 17th St.	Idaho Falls	ID	83401	(208) 524-7070	GL	Propco I	30,000	20,729
229	8023	TRU	Puyallup	3551-9th Street SW	Puyallup	WA	98373	(253) 848-1331	GL	Propco I	30,000	24,369
230	8026	TRU	Yakima	1401 E. Washington Ave.	Union Gap	WA	98903	(509) 248-4202	Owned	Propco I	30,000	20,462
231	8027	TRU	Spokane II Valley	15505 E. Broadway Avenue	Spokane Valley	WA	99037	(509) 927-6759	Owned	Propco I	30,000	24,363
232	8108	Express	Aurora	549 South Chillicothe Road	Aurora	OH	44202	(330) 995-3717	Lease	Delaware	2,875	2,875
233	8204	Express	Lawrenceville	150 Quaker Bridge Mall Road	Lawrenceville	NJ	08648	(609) 799-1879	Lease	Delaware	6,925	6,925
234	8271	Express	San Bruno	1150 El Camino Real	San Bruno	CA	94066	(650) 588-5910	Lease	Delaware	6,632	6,632
235	8285	Outlet	Atlantic City	114 North Christopher Columbus Blvd.	Atlantic City	NJ	08401	(609) 594-9010	Lease	Delaware	6,308	6,308
236	8286	Outlet	Las Vegas	7400 Las Vegas Boulevard South	Las Vegas	NV	89123	(702) 473-7122	Lease	Delaware	4,119	4,119
237	8288	Outlet	Sunrise	12801 West Sunrise Blvd.	Sunrise	FL	33323	(954) 331-1825	Lease	Delaware	4,649	4,649
238	8289	Outlet	Shirley	999-16 Montauk Highway	Shirley	NY	11967	(631) 729-4004	Lease	Delaware	4,180	4,180
239	8302	TRU	Montgomeryville	2 Airport Square	North Wales	PA	19454	(215) 368-8050	Lease	Delaware	37,358	31,429
240	8304	TRU	Baileys	5521 Leesburg Pike	Baileys Crossroads	VA	22041	(703) 820-2428	Owned	Propco I	45,000	31,354
241	8306	TRU	Deptford	409 Almonesson Rd	Deptford	NJ	08096	(856) 848-9484	Owned	Propco I	43,350	33,204
242	8308	TRU	Cottman	2045 Cottman Ave.	Philadelphia	PA	19149	(215) 742-8090	Lease	Delaware	33,000	25,881
243	8309	TRU	So. Philadelphia	2703-2817 S. 3rd St.	Philadelphia	PA	19148	(215) 334-4600	GL	Propco I	38,056	32,011
244	8311	TRU	Oxford Valley	2345 East Lincoln Hwy.	Langhorne	PA	19047	(215) 943-1556	Owned	Propco II	43,040	34,843
245	8314	TRU	Christiana	10 Geoffrey Dr.	Newark	DE	19702	(302) 731-4556	Owned	Delaware	59,514	34,843
246	8319	TRU	Gaithersburg	600 North Frederick Rd.	Gaithersburg	MD	20877	(301) 869-5510	Lease	Delaware	55,393	27,510
247	8326	TRU	Lancaster	1430 Harrisburg Pike	Lancaster	PA	17601	(717) 283-1494	Owned	Propco I	46,065	34,864
248	8327	TRU	Atlantic City	4476 Black Horse Pike	Mays Landing	NJ	08330	(609) 625-3666	Owned	Propco I	46,472	33,378

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	Address2	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.	
249	8328	TRU	Exton	103 E. Swedestford Rd.		Exton	PA	19341	(610) 524-8699	GL	Propco I	44,478	34,645	
250	8329	TRU	Franklin Mills	201 Franklin Mills Circle		Philadelphia	PA	19154	(215) 281-0222	Owned	Propco II	45,453	35,694	
251	8331	TRU	Colonial Heights	1869 South Park Blvd.		Colonial Heights	VA	23834	(804) 520-7854	GL	Delaware	34,081	34,081	
252	8333	TRU	Waldorf	11065 Mall Circle Road		Waldorf	MD	20603	(301) 705-9800	GL	Propco I	46,350	35,522	
253	8334	TRU	Lynchburg	3700 Candler Mountain Rd.		Lynchburg	VA	24502	(434) 847-8697	Owned	Propco I	49,493	35,004	
254	8335	TRU	Manassas	10318 Portersmouth Rd.		Manassas	VA	20110	(703) 330-8304	Lease	Propco I	45,183	35,561	
255	8340	TRU	Winchester	655 East Jubal Early Avenue		Winchester	VA	22601	(540) 678-0231	Owned	Propco II	30,000	24,483	
256	8341	TRU	Dale City	14603 Telegraph Road		Woodbridge	VA	22194	(703) 490-1466	Owned	Propco I	45,453	34,629	
257	8346	TRU	Chesapeake	4120 Portersmouth Blvd.		Chesapeake	VA	23321	(757) 465-0086	Owned	Propco I	30,000	24,478	
258	8347	TRU	Danville	142 Executive Dr.		Danville	VA	24541	(434) 797-1581	Owned	Propco I	30,000	20,720	
259	8350	TRU	Glen Burnie	6711 Ritchie Highway		Glen Burnie	MD	21061	(410) 768-4050	Lease	Delaware	47,676	31,176	
260	8352	TRU	Norfolk	400 Military Highway		Norfolk	VA	23502	(757) 461-0440	Owned	Propco II	45,000	33,711	
261	8354	TRU	Golden Ring	8804 Pulaski Highway		Baltimore	MD	21237	(410) 682-5166	Owned	Propco II	41,158	33,061	
262	8360	TRU	Richmond South	1257 Garmia Way		Richmond	VA	23235	(804) 897-7297	Owned	Propco I	48,000	34,919	
263	8361	TRU	Frederick	1308 West Patrick Street		Frederick	MD	21701	(301) 694-7278	Lease	Propco I	45,787	34,608	
264	8362	TRU	Clarksburg	2301 Meadowbrook Mill Rd.		Bridgetort	WV	26330	(304) 842-8697	Owned	Propco I	47,355	37,443	
265	8364	TRU	Stealing	46300 Unit 100 Potomac Run Plaza		Sterling	VA	20164	(703) 404-8697	GL	Propco I	46,000	33,361	
266	8366	TRU	Reading	1055 Woodland Road		Wyomissing	PA	19610	(610) 208-0898	Owned	Propco II	44,544	33,588	
267	8368	TRU	Altoona	235 Park Hill Plaza		Altoona	PA	16602	(814) 941-8470	Lease	Propco I	32,500	25,041	
268	8369	TRU	Newport News	12132 Jefferson Avenue		Newport News	VA	23602	(757) 249-8697	GL	Propco I	30,000	23,902	
269	8370	TRU	Johnstown	620 Galleria Drive		Johnstown	PA	15904	(814) 262-0181	Owned	Propco II	30,480	20,602	
270	8372	TRU	Hickory	18400 Hwy. 70 S.E.		Hickory	NC	28601	(828) 324-8565	No	Lease	Lease	31,740	25,877
271	8373	TRU	Greensboro South	3728 W Gate City Blvd		Greensboro	NC	27407	(336) 855-3221	GL	Delaware	46,000	34,303	
272	8375	TRU	Wilmington	4510 Olander Drive		Wilmington	NC	28403	(910) 791-9067	Owned	Propco I	45,183	31,456	
273	8376	TRU	Winston-Salem	3200 Slias Creek Parkway		Winston-Salem	NC	27103	(336) 659-0011	Owned	Delaware	45,183	35,854	
274	8705	TRU	Hialeah	500 W. 49th St.		Hialeah	FL	33012	(305) 557-6704	Lease	Delaware	8,467	29,554	
275	8706	TRU	Plantation	8101 W. Broward Blvd.		Plantation	FL	33324	(954) 474-1404	Owned	Delaware	45,308	31,910	
276	8709	TRU	N. Miami Beach	551 N.E. 167th St.		North Miami Beach	FL	33162	(305) 653-8697	Lease	Lease	48,995	30,963	
277	8710	TRU	Fort Myers	4983 S. Cleveland Ave.		Fort Myers	FL	33907	(239) 275-7409	GL	Delaware	48,000	37,613	
278	8712	TRU	Palm Beach Gardens	3195 PGA Blvd.		Palm Beach Gardens	FL	33410	(561) 624-8905	Owned	Propco I	45,000	30,579	
279	8715	TRU	Kendall	8789 S.W. 117th Ave.		Kendall	FL	33183	(305) 273-9311	No	GL	44,925	35,257	
280	8716	TRU	Boynton Beach	601 N. Congress Ave.		Boynton Beach	FL	33435	(561) 369-1559	Owned	Propco I	36,600	27,790	
281	8719	TRU	Mayaguez	875 Ave Hostos Ste 1		Mayaguez	PR	00680	(787) 265-8697	GL	Delaware	51,372	28,638	
282	8724	TRU	Altamonte Springs	350 E. Altamonte Dr		Altamonte Springs	FL	32701	(407) 834-7300	Owned	Propco I	41,864	33,582	
283	8728	TRU	Clearwater	26286 US Highway 19 North		Clearwater	FL	33761	(727) 797-5222	Owned	Propco I	43,000	33,775	
284	8731	TRU	Bradenton	512 Cortez Rd. West		Bradenton	FL	34207	(941) 753-6151	Owned	Propco I	45,000	33,724	
285	8732	TRU	Orange Park	1972 Wells Road		Orange Park	FL	32073	(904) 276-5492	GL	Delaware	49,213	33,386	
286	8733	TRU	Gainesville	6711 W. Newberry Road		Gainesville	FL	32605	(352) 331-7778	Lease	Delaware	39,600	34,495	
287	8734	TRU	Lakeland	3770 U.S. 98 North		Lakeland	FL	33809	(863) 859-5444	Owned	Propco I	45,400	20,163	
288	8736	TRU	Stuart	3550 N. Federal Hwy.		Jensen Beach	FL	34957	(772) 692-1952	Owned	Propco I	45,183	35,222	
289	8737	TRU	Port Richey	6233 Tacoma Dr.		Port Richey	FL	34668	(727) 842-8697	Owned	Propco I	45,000	34,222	
290	8738	TRU	Ocala	2800 S.W. College Rd.		Ocala	FL	34474	(352) 237-4644	Owned	Propco I	45,493	35,472	
291	8740	TRU	Melbourne	1275 W. New Haven Ave.		Melbourne	FL	32904	(321) 952-2412	Owned	Propco I	45,453	32,817	
292	8743	TRU	Pembroke Pines	12235 Pines Blvd.		Pembroke Pines	FL	33026	(954) 433-0308	Owned	Propco II	44,000	34,348	
293	8744	TRU	Brandon	330 Brandon Town Center Blvd.		Brandon	FL	33511	(813) 661-2606	Owned	Propco I	44,900	34,372	
294	8745	TRU	Sanford	101 Town Center Blvd.		Sanford	FL	32771	(407) 330-1335	GL	Propco I	30,000	24,599	
295	8746	TRU	Valdosta	1200 B. N. St. Augustine Rd.		Valdosta	GA	31602	(229) 241-1050	Lease	Propco I	30,000	20,709	
296	8747	TRU	Panama City	809 East 23rd St.		Panama City	FL	32401	(850) 747-9950	Owned	Propco I	30,000	20,592	
297	8749	TRU	Naples	5305 Airport Pulling Rd.		Naples	FL	34109	(239) 514-8697	Owned	Propco I	24,862	24,862	
298	8755	TRU	Charleston	7800 Rivers Ave.		N.Charleston	SC	29406	(843) 553-5817	Owned	Propco I	40,763	32,158	
299	8802	TRU	Rivergate	1800 Gallatin Pike North		Madison	TN	37115	(615) 868-8953	Owned	Propco II	41,320	34,346	
300	8804	TRU	Montgomery	5484 Atlanta Highway		Montgomery	AL	36109	(334) 272-6706	GL	Propco I	43,000	31,045	
301	8810	TRU	Knoxville	8009 Kingston Pike		Knoxville	TN	37919	(615) 690-1632	No	Lease	39,000	35,542	
302	8811	TRU	Gwinnett	2205 Pleasant Hill Rd.		Duluth	GA	30096	(770) 476-4646	Lease	Delaware	48,134	36,774	
303	8812	TRU	Stonecrest	2918 Turner Hill Road		Lithonia	GA	30058	(770) 484-6757	GL	Propco I	49,000	37,535	
304	8814	TRU	Augusta	3424 Wrightsboro Rd.		Augusta	GA	30909	(706) 733-8282	Owned	Propco I	44,255	29,859	
305	8815	TRU	Town Center	501 Roberts Court		Kennesaw	GA	30144	(770) 424-9100	Owned	Propco I	42,000	32,967	
306	8817	TRU	Chattanooga	2200 Hamilton Place Blvd.		Chattanooga	TN	37421	(423) 892-6555	Owned	Propco I	45,176	34,570	
307	8825	TRU	Concord	8050 Concord Mills Blvd.		Concord	NC	28607	(704) 979-3410	GL	Delaware	49,000	37,863	
308	8827	TRU	Mobile	429 Bel Air Blvd.		Mobile	AL	36606	(251) 470-9891	Owned	Delaware	49,000	38,365	
309	8830	TRU	Florence	2680 David McLeod Blvd.		Florence	SC	29501	(843) 667-1211	Owned	Propco I	46,000	35,430	
310	8835	TRU	Columbia II	140 Columbiana Dr.		Columbia	SC	29212	(803) 781-1002	Owned	Propco I	45,378	34,903	



Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	Address2	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.	
311	8836	TRU	Anderson	3405 Clemson Blvd.		Anderson	SC	29621	(864) 225-9012	Owned	Propco I	45,190	34,816	
312	8837	TRU	Asheville	877 Brevard Rd.		Asheville	NC	28806	(828) 665-8697	Owned	Propco I	45,493	35,539	
313	8841	TRU	Pineville	11300 Carolina Pl. Parkway		Pineville	NC	28134	(704) 541-9972	Owned	Propco II	45,905	34,092	
314	8843	TRU	Cool Springs	1735 Galleria Blvd.	Suite 200	Franklin	TN	37064	(615) 771-7744	Owned	Propco II	52,000	33,434	
315	8846	TRU	Athens	3900 Atlanta Hwy.		Athens	GA	30606	(706) 613-7003	Owned	Propco I	30,000	20,746	
316	8847	TRU	Alpharetta	7731 N. Point Pkwy.		Alpharetta	GA	30022	(770) 518-9188	Owned	Propco I	45,000	33,949	
317	8851	TRU	Warner Robins	3000 Watson Blvd.		Warner Robins	GA	31093	(478) 953-1892	Owned	Propco I	30,625	20,582	
318	8852	TRU	Rome	2780 Martha Berry Hwy.		Rome	GA	30165	(706) 234-8878	Owned	Propco I	20,000	16,512	
319	8853	TRU	Douglasville	9365 The Landing Dr.	Ste. B	Douglasville	GA	30135	(770) 970-4100	Owned	Propco I	49,241	38,090	
320	8868	TRU	Jackson	2139 N. Highland Drive		Jackson	TN	38305	(731) 660-5265	Owned	Propco I	30,000	20,350	
321	8873	TRU	Myrtle Beach	1100 Seaboard Street		Myrtle Beach	SC	29577	(843) 445-9884	GL	Propco I	30,500	24,155	
322	8903	TRU	Florence	7960 Connector Dr.		Florence	KY	41042	(859) 371-0672	Owned	Propco II	40,380	36,070	
323	8905	TRU	Coleman	9959 Colerain Ave.		Cincinnati	OH	45251	(513) 385-2804	Owned	Propco II	45,177	33,393	
324	8906	TRU	Jefferson	4805 Outer Loop Rd.		Louisville	KY	40219	(502) 964-3039	Owned	Propco I	45,883	33,848	
325	8908	TRU	Clermont	4585 Eastgate Blvd.		Cincinnati	OH	45245	(513) 752-6811	Owned	Propco II	45,176	32,923	
326	8909	TRU	Greenwood	1650 E. County Line Rd.		Indianapolis	IN	46227	(317) 882-5838	Lease	Delaware	47,367	33,086	
327	8910	TRU	Hannilton	4285 Groves Rd.		Columbus	OH	43232	(614) 866-9163	Owned	Propco II	48,964	33,464	
328	8913	TRU	Washington	9251 East Washington St.		Indianapolis	IN	46229	(317) 897-0320	Owned	Propco I	45,176	34,629	
329	8916	TRU	Miamisburg	2859 Miamisburg Centerville Rd		Miamisburg	OH	45342	(937) 435-6271	Owned	Propco II	40,763	34,111	
330	8918	TRU	Evansville	318 N. Green River Rd.		Evansville	IN	47715	(812) 477-5844	GL	Delaware	46,000	33,628	
331	8920	TRU	Fort Wayne	4122 Lima Road		Fort Wayne	IN	46805	(260) 484-5420	Lease	Delaware	45,495	33,878	
332	8921	TRU	Huntington	109 Mall Road		Barboursville	WV	25504	(304) 733-2224	GL	Propco I	42,345	27,393	
333	8922	TRU	Dublin	6547 Sawmill Road		Dublin	OH	43017	(614) 792-9194	Owned	Propco II	40,683	30,185	
334	8924	TRU	Clarksville	951 E. Lewis and Clark Pkwy.		Clarksville	IN	47129	(812) 282-8632	Owned	Propco I	47,297	34,789	
335	8927	TRU	Marion	2904 W. Deyoung St.		Marion	IL	62959	(618) 997-1892	Owned	Propco I	30,000	20,379	
336	8934	TRU	Heath	851 South 30th St.		Heath	OH	43056	(740) 522-4455	GL	Propco I	30,000	21,932	
337	8936	TRU	Muncie	3400 N. Morrison Road		Muncie	IN	47304	(765) 282-2614	Owned	Propco I	31,070	21,188	
338	9021	Express	Folsom	13000 Folsom Blvd	907	Folsom	CA	95630	(916) 608-4138	Lease	Delaware	3,144	3,144	
339	9022	Express	Auburn Hills	4526 Baldwin Road	Suite 853	Auburn Hills	MI	48326	(248) 598-7121	Lease	Delaware	4,231	4,231	
340	9057	Outlet	Foley	2601 S Mckenna St	310	Foley	AL	36535	(251) 677-6112	Lease	Delaware	5,500	5,500	
341	9058	Outlet	Kaneohe	46-056 Kamehame Highway	Windward Mall	Kaneohe	HI	96744	(808) 235-6302	Lease	Delaware	4,166	4,166	
342	9059	Outlet	Mercedes	5001 East Expressway 83	322	Mercedes	TX	78570	(360) 621-7616	Lease	Delaware	4,998	4,998	
343	9066	Express	Honolulu	1450 Ala Moana Blvd	3065	Honolulu	HI	96814	(808) 946-0327	Lease	Delaware	4,783	4,783	
344	9206	TRU	Niles	5555 Youngstown-Warren Road		Niles	OH	44446	(330) 652-1115	Lease	Delaware	31,858	25,384	
345	9207	TRU	Mentor	7723 Mentor Ave.		Mentor	OH	44060	(440) 953-8697	Owned	Propco II	46,750	32,608	
346	9208	TRU	Elyria	1601 West River Road North		Elyria	OH	44035	(440) 324-2123	Owned	Propco II	40,763	33,090	
347	9209	TRU	Erie	1920 Edinboro Rd.		Erie	PA	16509	(814) 864-8697	Owned	Propco II	47,525	32,933	
348	9210	TRU	Boardman	317 Boardman Poland Rd.		Boardman	OH	44512	(330) 726-8697	Owned	Propco II	46,749	29,818	
349	9211	TRU	Canton	4822 N.W. Wipple Ave.		Canton	OH	44718	(330) 493-8697	Owned	Propco II	40,169	31,351	
350	9212	TRU	St. Clairsville	67681 Mall Rd.		St. Clairsville	OH	43950	(740) 695-1866	GL	Propco II	41,598	27,760	
351	9213	TRU	Monroeville	3735 William Penn Hwy.		Monroeville	PA	15146	(412) 373-8043	Owned	Propco II	38,137	28,976	
352	9221	TRU	North Olmsted	27048 Lorain Road		North Olmsted	OH	44070	(440) 779-9339	GL	Propco I	45,453	34,451	
353	9224	TRU	Clarence	4135 Transit Rd.		Williamsville	NY	14221	(716) 632-6788	Owned	Propco I	41,484	35,304	
354	9227	TRU	Henrietta	654 Hylan Dr.		Rochester	NY	14623	(585) 272-8697	GL	Delaware	45,500	35,861	
355	9229	TRU	Greensburg	135 Donahue Rd.		Greensburg	PA	15601	(724) 836-8813	GL	Delaware	36,188	26,482	
356	9233	TRU	Mansfield/Ontario	2196 W. 4th Street & Lex-Springmill Road		Mansfield	OH	44906	(419) 747-9001	GL	Propco I	30,067	24,135	
357	9234	TRU	Cranberry Twp.	1000 Cranberry Square		Cranberry Township	PA	16066	(724) 742-8697	GL	Propco II	48,000	35,005	
358	9251	TRU	Robinson Township	2001 Park Manor Blvd.		Pittsburgh	PA	15205	(412) 787-1770	No	Lease	Lease	30,225	23,894
359	9262	TRU	Southgate	14333 Eureka Rd.		Southgate	MI	48195	(734) 285-7100	Owned	Propco II	44,948	31,296	
360	9265	TRU	Livonia	29150 W. Seven Mile Rd.		Livonia	MI	48152	(248) 477-3000	Owned	Propco I	56,903	36,191	
361	9266	TRU	Roseville	32070 Gratiot		Roseville	MI	48066	(586) 296-9800	Owned	Propco I	45,900	31,771	
362	9267	TRU	Toledo	5025 Monroe St.		Toledo	OH	43623	(419) 473-0165	Owned	Propco II	38,466	33,202	
363	9269	TRU	Sterling Heights	13801 Lakeside Circle		Sterling Heights	MI	48313	(586) 247-1443	Owned	Propco II	43,668	32,989	
364	9271	TRU	Westland	34800 Warren Road		Westland	MI	48185	(734) 421-1410	Owned	Propco II	48,134	38,085	
365	9273	TRU	Pontiac	220 North Telegraph Rd.		Pontiac	MI	48341	(248) 333-1705	Owned	Propco I	40,762	34,055	
366	9274	TRU	Novi	43460 West Oaks Drive		Novi	MI	48377	(248) 344-1300	Owned	Propco I	40,302	34,429	
367	9275	TRU	South Toledo	2333 S. Reynolds Road		Toledo	OH	43614	(419) 382-9990	GL	Propco I	45,500	35,421	
368	9277	TRU	Sandusky	5500 Milan Road		Sandusky	OH	44870	(419) 621-8697	Owned	Propco II	29,422	19,125	
369	9278	TRU	Port Huron	4235 24th Ave.		Fort Gratiot	MI	48059	(810) 385-8886	Owned	Propco I	46,000	24,431	
370	9287	TRU	E. Lansing	1705 W. Newmand Rd.		Okemos	MI	48864	(517) 347-6959	Owned	Propco I	30,000	24,390	
371	9438	Express	Texas City	5885 Gulf Freeway	420	Texas City	TX	77591	(281) 337-2392	Lease	Delaware	3,200	3,200	
372	9502	TRU	Independence	13920 E. 40 Highway		Independence	MO	64055	(816) 478-4475	Lease	Delaware	43,396	33,951	

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
373	9503	TRU	Overland Park	11620 W. 95 St.	Overland Park	KS	66214	(913) 492-8333	Owned	Propco I	44,686	34,344
374	9507	TRU	Des Moines	8801 University	Clive	IA	50322	(515) 225-7464	Owned	Propco II	45,183	35,177
375	9508	TRU	Mid Rivers	5821 Sue Mandy Dr.	St. Peters	MO	63376	(636) 397-5048	Owned	Propco II	45,293	34,769
376	9510	TRU	Fairview Heights	120 Commerce Lane	Fairview Heights	IL	62208	(618) 394-1100	Owned	Propco II	45,783	33,785
377	9516	TRU	South County	6926 South Lindbergh	St. Louis	MO	63129	(314) 845-7400	Owned	Propco I	45,893	35,901
378	9520	TRU	Metro North	8330 N. Broadway	Kansas City	MO	64118	(816) 468-0808	GL	Delaware	41,419	31,986
379	9521	TRU	Oakview	3435 Oakview Drive	Omaha	NE	68144	(402) 697-9970	Owned	Propco I	30,000	24,469
380	9522	TRU	Lincoln	5220 N. 27th Street	Lincoln	NE	68521	(402) 476-1818	Owned	Propco I	30,000	22,149
381	9525	TRU	Tulsa	6910 S. Memorial Drive	Tulsa	OK	74133	(918) 252-2997	Lease	Delaware	43,000	33,970
382	9529	TRU	Colorado Springs	3730 N. Citadel Dr.	Colorado Springs	CO	80909	(719) 597-8697	Owned	Propco I	46,415	35,437
383	9531	TRU	Westminster	5650 West 88th Ave.	Westminster	CO	80030	(303) 426-8697	Owned	Propco II	53,734	34,830
384	9538	TRU	Fargo	4609-13th Ave. South	Fargo	ND	58102	(701) 281-8697	GL	Propco I	30,625	20,719
385	9539	TRU	Council Bluffs	3145 Manawa Center Dr.	Council Bluffs	IA	51501	(712) 366-6754	Owned	Propco I	30,000	20,683
386	9540	TRU	Englewood	9505 E. County Line Rd.	Englewood	CO	80112	(303) 790-8697	Lease	Propco I	44,300	35,250
387	9565	TRU	Sunset Hills	3600 Lindbergh	St. Louis	MO	63127	(314) 909-8788	GL	Propco I	48,200	36,095
388	5573	SBS	Garland, TX	320 Winecup Way	Garland	TX	75040	(972) 495-2376	Lease	Delaware	35,288	26,481
389	5579	SBS	Upland, CA	1295 East 19th Street	Upland	CA	91784	(909) 981-2081	Lease	Delaware	47,426	36,903
390	5605	SBS	Bakersfield	3792 Ming Ave.	Bakersfield	CA	93309	(661) 832-8943	Owned	Propco I	43,000	34,243
391	5616	SBS	W. Los Angeles	1833 La Cienega Blvd.	Los Angeles	CA	90035	(310) 558-1831	No	Lease	61,965	36,262
392	5619	SBS	Victorville	12450 Amarosa Rd.	Victorville	CA	92392	(760) 951-2955	Owned	Propco I	45,453	34,961
393	5632	SBS	Culver City	11136 Jefferson Blvd.	Culver City	CA	90230	(310) 398-5775	Lease	Propco I	36,000	31,061
394	5636	SBS	Santa Maria	1411 S. Bradley	Santa Maria	CA	93454	(805) 925-5266	Owned	Propco I	45,453	34,607
395	5641	SBS	Goodyear	15325 W. McDowell Road.	Goodyear	AZ	85395	(623) 935-5802	Lease	Delaware	64,028	51,052
396	5644	SBS	North Phoenix	245 E. Bell Rd.	Phoenix	AZ	85022	(602) 548-0180	Lease	Delaware	47,510	35,758
397	5646	SBS	E. Tucson	5355 E. Broadway Blvd.	Tucson	AZ	85711	(520) 748-8697	GL	Delaware	45,219	33,667
398	5647	SBS	Fullerton	1100 South Harbor Blvd.	Fullerton	CA	92832	(714) 447-4995	No	Lease	52,720	34,320
399	5650	SBS	Hawthorne	14705 Oceangate Ave.	Hawthorne	CA	90250	(310) 973-6366	Owned	Propco I	45,990	35,180
400	5654	SBS	Montebello	1445 Montebello Blvd.	Montebello	CA	90640	(323) 724-1399	GL	Delaware	46,270	34,536
401	5657	SBS	Chino Hills	4635 Chino Hills Pkwy.	Chino Hills	CA	91709	(909) 393-6221	Lease	Delaware	64,028	50,818
402	5659	SBS	Mission Viejo	25362 El Paseo Road	Mission Viejo	CA	92691	(949) 582-7945	Owned	Propco II	44,904	29,900
403	5662	SBS	Alhambra	2500 W. Commonwealth	Alhambra	CA	91802	(626) 284-8909	Lease	Propco I	34,610	29,896
404	5666	SBS	Valencia	25510 The Old Road	Newhall	CA	91381	(661) 260-1599	GL	Propco I	45,000	34,839
405	5667	SBS	Glendale	2905 Los Feliz Blvd.	Los Angeles	CA	90039	(323) 663-8704	GL	Delaware	45,389	33,468
406	5669	BRU	Tustin	13672 Jamboree Road	Irvine	CA	92602	(714) 832-7545	Lease	Delaware	40,469	31,828
407	5670	BRU	Tempe	4835 E. Ray Rd	Phoenix	AZ	85044	(480) 705-0400	Lease	Delaware	40,000	36,127
408	5671	BRU	La Mesa	8165 Fletcher Parkway	La Mesa	CA	91942	(619) 589-1880	GL	Propco I	39,500	31,712
409	5673	BRU	Henderson	510 North Stephanie Street	Henderson	NV	89014	(702) 450-2330	Lease	Delaware	37,882	30,349
410	5675	BRU	Oxnard	2340 North Rose Avenue	Oxnard	CA	93030	(805) 988-5951	Owned	Propco II	38,000	29,922
411	5677	BRU	Van Nuys	7886 N. Van Nuys Blvd.	Van Nuys	CA	91402	(818) 984-2006	Owned	Propco II	37,000	29,705
412	5678	BRU	Cerritos	11540 South St.	Cerritos	CA	90703	(562) 865-8771	GL	Propco I	36,262	29,915
413	5679	BRU	Arrowhead	7540 W. Bell Rd	Glendale	AZ	85308	(623) 878-3810	Owned	Propco II	29,000	23,762
414	5681	SBS	Porter Ranch	11460 Porter Ranch Dr.	Porter Ranch	CA	91326	(818) 366-8675	Owned	Propco I	36,847	36,847
415	5692	BRU	Fresno	7370 N. Blackstone Ave.	Pine Dale	CA	93650	(559) 446-1091	Owned	Propco I	37,000	29,995
416	5693	BRU	Ontario	4430 Ontario Mills Parkway	Ontario	CA	91764	(909) 987-4105	GL	Delaware	37,430	29,675
417	5803	SBS	Pleasant Hill (Concord)	568 Contra Costa Blvd.	Pleasant Hill	CA	94523	(925) 689-9757	Lease	Delaware	44,586	31,349
418	5806	SBS	Elk Grove	8507 Bond Rd.	Elk Grove	CA	95624	(916) 686-0290	GL	Delaware	49,262	36,941
419	5814	SBS	Sunnyvale	130 E. El Camino Real	Sunnyvale	CA	94087	(408) 732-0331	Lease	Propco I	39,500	31,055
420	5821	SBS	Redwood City	202 Walnut St.	Redwood City	CA	94063	(650) 367-0186	No	Lease	43,697	50,008
421	5822	SBS	Fremont	43756 Christie St.	Fremont	CA	94538	(510) 353-1107	Lease	Delaware	47,807	34,730
422	5829	SBS	San Rafael	600 Francisco Blvd.	San Rafael	CA	94901	(415) 721-7188	GL	Propco I	45,767	35,771
423	5843	SBS	Santa Cruz	1660 Commercial Way	Santa Cruz	CA	95065	(831) 479-4296	No	GL	46,838	35,380
424	5845	SBS	San Mateo	2270 Bridgepoint Pkw.	San Mateo	CA	94404	(650) 345-4475	Owned	Propco I	48,000	36,162
425	5858	BRU	Salinas	1930 N. Davis Road	Salinas	CA	93907	(831) 444-9846	GL	Delaware	30,567	24,099
426	6002	SBS	Peoria	2601 W. Lake Ave.	Peoria	IL	61615	(309) 686-2830	Lease	Propco I	51,550	32,808
427	6006	SBS	Niles	9555 N. Milwaukee Ave.	Niles	IL	60714	(847) 967-9000	Owned	Propco II	38,940	32,328
428	6008	SBS	Bloomington	1708 E. Empire	Bloomington	IL	61701	(309) 662-6464	GL	Propco I	46,070	34,340
429	6009	SBS	Schaumburg	1111 E. Golf Rd.	Schaumburg	IL	60173	(847) 517-1300	Lease	Propco I	47,215	32,836
430	6010	SBS	Downers Grove	1434 Butterfield Rd.	Downers Grove	IL	60515	(630) 629-2200	Lease	Propco I	41,336	29,790
431	6016	SBS	N. Riverside	7451 W. Cermak Rd.	N. Riverside	IL	60546	(708) 442-5155	Lease	Propco I	40,803	34,269
432	6019	SBS	Riverview	3330 N. Western Ave.	Chicago	IL	60618	(773) 525-1690	No	GL	49,873	30,903
433	6020	SBS	Bloomington	404 W. Army Trail Rd.	Bloomington	IL	61008	(630) 529-3399	Owned	Propco II	44,081	33,090
434	6022	SBS	Algonquin	826 S. Randall Road.	Algonquin	IL	60102	(847) 458-0439	Lease	Delaware	64,000	50,868

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	Address2	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
435	6034	SBS	Rockford	6449 E. State Street		Rockford	IL	61108	(815) 397-5792	Lease	Delaware	65,262	50,839
436	6037	SBS	Brookfield	355 S. Moorland Rd.		Brookfield	WI	53005	(262) 797-8577	Owned	Propco II	41,886	33,705
437	6039	SBS	Appleton	4411 W. Wisconsin Ave.		Grand Chute	WI	54913	(920) 739-7992	Owned	Propco II	43,297	35,195
438	6040	SBS	Cedar Rapids	2425 Wiley Blvd.		Cedar Rapids	IA	52404	(319) 396-0445	Owned	Propco I	45,750	36,570
439	6041	SBS	Davenport	200 E. Kimberly Rd.		Davenport	IA	52806	(563) 386-8697	Owned	Propco II	45,453	35,402
440	6047	SBS	Blaine	170 89th Ave.		Blaine	MN	55434	(763) 784-6255	Lease	Propco I	43,300	33,344
441	6050	SBS	Rochester	808 Apache Lane		Rochester	MIN	55902	(507) 286-9291	Owned	Propco I	45,453	32,945
442	6051	SBS	Racine	2433 S. Greenbay Rd.		Racine	WI	53406	(262) 637-8697	Owned	Propco II	43,560	35,553
443	6054	SBS	Gurnee	6050 Gurnee Mills Blvd.		Gurnee	IL	60031	(847) 855-8697	Owned	Propco II	44,894	35,533
444	6057	SBS	Champaign	40 Anthony Drive		Champaign	IL	61820	(217) 356-8697	Owned	Propco I	36,600	28,420
445	6063	SBS	South Elgin	486 S. Randall Road		S. Elgin	IL	60177	(847) 888-0235	Lease	Delaware	58,000	46,758
446	6070	SBS	Grand Rapids	3445-28th St. SE		Grand Rapids	MI	49512	(616) 957-0400	Lease	Propco I	43,000	33,352
447	6305	SBS	E. Brunswick	581 Route 18 South		E. Brunswick	NJ	08816	(908) 257-2251	Lease	Delaware	64,757	50,596
448	6307	SBS	Watchung	1701-45 US Highway 22		Watchung	NJ	07069	(908) 322-6065	Lease	Delaware	44,419	33,197
449	6310	SBS	Valley Stream	300 W. Sunrise Highway		Valley Stream	NY	11580	(516) 791-1270	Owned	Delaware	46,448	33,030
450	6314	SBS	Colonie	38 Wolf Fld.		Colonie	NY	12205	(518) 459-5561	Lease	Propco I	43,000	34,342
451	6315	SBS	Jersey City	641 Route 440		Jersey City	NJ	07304	(201) 433-8550	Lease	Delaware	37,600	30,493
452	6317	SBS	Lake Grove	3250 Middle Country Road		Lake Grove	NY	11755	(631) 585-0173	Lease	Delaware	71,473	50,548
453	6318	SBS	Woodbridge	675 Route 1 South		Iselin	NJ	08830	(732) 636-2723	Lease	Delaware	58,441	45,436
454	6320	SBS	Yonkers	1000 Central Park Ave.		Yonkers	NY	10704	(914) 423-7070	Owned	Propco II	47,655	31,977
455	6323	SBS	Bay Parkway	8973-95 Bay Parkway		Brooklyn	NY	11214	(718) 372-4646	Lease	Delaware	79,151	44,773
456	6324	SBS	Bayshore	1851 Sunrise Highway		Bay Shore	NY	11706	(631) 666-6611	Lease	Delaware	43,000	33,251
457	6329	SBS	Union	1701 Morris Ave.		Union	NJ	07083	(908) 851-9695	Lease	Delaware	46,800	36,135
458	6334	SBS	Raritan	451-Route #28		Raritan	NJ	08869	(908) 526-2755	No	Lease	45,869	35,869
459	6335	SBS	Rockaway	301 Mall Ring Rd.	Rockaway Sq. Mall	Rockaway	NJ	07866	(973) 366-3126	GL	Delaware	40,000	28,762
460	6336	SBS	Bronx	350 Bay Chester Avenue	Bay Plaza	Bronx	NY	10475	(718) 862-2240	Lease	Delaware	48,335	36,163
461	6338	SBS	Long Island City	35-40 -48th St.		Long Island City	NY	11101	(718) 937-8697	GL	Delaware	39,000	32,514
462	6339	SBS	Yorcktown	621 Bank Street		Jefferson Valley	NY	10535	(914) 962-6878	GL	Propco I	46,000	35,889
463	6347	SBS	White Plains	7 City Center Place		White Plains	NY	10601	(914) 686-8071	Lease	Delaware	56,000	41,811
464	6350	SBS	Holbrook	5801 Sunrise Hwy.		Holbrook	NY	11741	(631) 563-8697	Lease	Delaware	34,265	39,103
465	6352	SBS	Buckner	970 White Plains Rd.		Bronx	NY	10473	(718) 904-8697	GL	Propco I	43,165	32,606
466	6353	SBS	Norwalk	59 Connecticut Ave		Norwalk	CT	06851	(203) 852-6988	Owned	Propco II	20,487	20,487
467	6358	BRU	Eatontown	70 US Highway 36		Eatontown	NJ	07724	(732) 935-9366	No	Lease	47,500	38,013
468	6362	SBS	Scranton	409 Scranton Carbondale Highway		Scranton	PA	18508	(570) 963-8887	Owned	Propco II	36,416	31,224
469	6364	SBS	Binghamton	416 Harry LDr.	Rte. 201 & 17	Johnson City	NY	13790	(607) 770-9300	Owned	Propco I	43,340	34,066
470	6370	BRU	Deptford	1120 Hurffville Rd		Deptford	NJ	08096	(856) 384-3788	Lease	Delaware	38,664	32,368
471	6371	BRU	Bensalem	1336 Bristol Pike		Bensalem	PA	19020	(215) 633-6990	Lease	Delaware	39,812	33,812
472	6372	BRU	Fairless Hills	330 Commerce Blvd.		Fairless Hills	PA	19030	(215) 269-0100	Lease	Delaware	43,314	35,498
473	6373	BRU	Mays Landing	130 Consumer Square		Mays Landing	NJ	08330	(609) 484-1177	Lease	Delaware	39,442	31,922
474	6376	BRU	Christiana	1317 New Churchmans Rd.		Christiana	DE	19713	(302) 266-8194	Lease	Delaware	41,890	32,030
475	6378	SBS	COMMACK	108 Veterans Memorial Highway		Commack	NY	11725	(631) 462-6300	Lease	Propco I	63,296	47,529
476	6380	BRU	Baileys	5700 Leesburg Pike		Falls Church	VA	22041	(703) 575-9542	GL	Propco I	38,500	29,690
477	6383	BRU	Braintree	450 Grossman Drive		Braintree	MA	02184	(781) 356-0475	Owned	Propco II	37,600	29,671
478	6384	BRU	Peabody	300 Andover Street		Peabody	MA	01960	(978) 532-0400	Lease	Delaware	38,931	31,654
479	6385	BRU	Warwick	300 Quaker Lane		Warwick	RI	02886	(401) 827-9920	Lease	Delaware	40,271	29,616
480	6387	BRU	Whitehall	600 Lehigh Valley Mall		Whitehall	PA	18052	(610) 231-0481	Lease	Propco I	37,968	30,344
481	6388	BRU	N. Attleboro	1255 S. Washington St.		N. Attleboro	MA	02760	(508) 699-8218	GL	Propco II	37,400	29,674
482	6389	BRU	College Point	139-19 20th Ave.		College Point	NY	11356	(718) 321-8166	Lease	Propco I	37,403	29,966
483	6392	BRU	West Hartford	1559 New Britain Avenue		West Hartford	CT	06110	(860) 561-0329	GL	Propco I	29,860	23,927
484	6393	BRU	Sterling	21300 Signal Hill Plaza		Sterling	VA	20164	(571) 434-8850	Owned	Propco II	30,000	23,754
485	6394	BRU	Reading	2789 Paper Mill Road		Reading	PA	19610	(610) 373-7174	No	Lease	29,112	23,883
486	6410	BRU	Nanuet	250 East Route 59		Nanuet	NY	10954	(845) 627-6636	Lease	Delaware	37,380	29,089
487	6414	BRU	Silver Spring	12012 Cherry Hill Road		Silver Spring	MD	20904	(301) 586-8630	Owned	Propco II	37,000	29,691
488	6425	BRU	Harrisburg	5125 Jonestown Rd		Harrisburg	PA	17112	(717) 671-7101	GL	Delaware	30,895	23,914
489	6426	BRU	Winston Salem	975 Hanes Mall Blvd		Winston Salem	NC	27103	(336) 765-5600	GL	Delaware	30,600	23,914
490	6429	BRU	Manchester	169 Hale Road		Manchester	CT	06040	(860) 644-6084	GL	Delaware	30,681	23,858
491	6430	BRU	Portland	200 Running Hill Road	Suite 6	Portland	ME	04106	(207) 773-4861	GL	Propco I	30,698	24,066
492	6432	BRU	Bakersfield	9280 Rosedale Highway		Bakersfield	CA	93312	(661) 587-0423	GL	Propco I	30,606	23,899
493	6439	BRU	Newport News	12153 Jefferson Ave.		Newport News	VA	23602	(757) 269-0140	GL	Propco I	24,932	18,462
494	6440	BRU	Taylor	14544 Racho Road		Taylor	MI	48180	(734) 287-5982	Lease	Delaware	37,459	26,820
495	6441	BRU	Milford	1522-24 Boston Post Road (PO Box 5144)		Milford	CT	06460	(203) 876-9979	Owned	Propco II	30,000	24,420
496	6443	BRU	Everett	12 Mystic View Road		Everett	MA	02149	(617) 381-1537	GL	Propco II	30,606	23,899

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	Address2	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
497	6444	BRU	Staten Island	2655 Richmond Ave.		Staten Island	NY	10314	(718) 370-2734	Lease	Delaware	35,700	28,225
498	6445	BRU	Reno	4869 Nietzke Lane		Reno	NV	89509	(775) 825-2229	Owned	Propco II	30,900	23,900
499	6448	BRU	Hickory	1856 Carawba Valley Blvd.		Hickory	NC	28602	(828) 304-6300	No	GL	25,127	18,880
500	6449	BRU	Springfield	770 Baltimore Pike		Springfield	PA	19064	(610) 544-9207	Owned	Propco II	37,000	29,678
501	6455	BRU	Brooklyn	395 Gateway drive.		Brooklyn	NY	11239	(718) 277-3400	GL	Propco I	36,908	26,775
502	6456	BRU	Clearwater	21315 US 19 North	Drew S/C	Clearwater	FL	33765	(727) 726-6333	Lease	Delaware	30,624	24,075
503	6459	BRU	Salem	447 South Broadway		Salem	NH	03079	(603) 893-2614	GL	Propco I	37,000	29,526
504	6461	BRU	El Paso	1327 George Dieter Dr		El Paso	TX	79936	(915) 593-2143	No	Lease	30,624	24,074
505	6462	BRU	Montgomeryville	980 Bethlehem Pike		Montgomeryville	PA	18936	(215) 699-8762	Owned	Propco II	37,000	29,804
506	6464	BRU	Mishawaka	435 E. University Dr.		Granger	IN	46530	(574) 247-3024	GL	Propco I	24,779	18,528
507	6467	BRU	Wilkes Barre	3300 Wilkes-Barre Township Commons		Wilkes Barre	PA	18702	(570) 822-7854	GL	Propco I	30,624	24,075
508	6469	BRU	Portage	5890 S. Westnedge Ave.		Portage	MI	49024	(269) 382-2187	GL	Propco I	24,000	18,436
509	6471	BRU	Evansville	6501 E. Lloyd Expressway - Suite 6		Evansville	IN	47715	(812) 402-4300	GL	Propco I	24,649	18,528
510	6477	BRU	Waldorf	2969 Festival Way		Waldorf	MD	20601	(301) 396-8037	Lease	Delaware	30,719	24,540
511	6478	BRU	Cranberry	20111 Route 19		Cranberry Township	PA	16066	(724) 772-2500	Lease	Delaware	31,650	24,994
512	6480	BRU	Poughkeepsie	1822 South Road		Wappinger Falls	NY	12590	(845) 297-4579	Lease	Propco I	30,782	23,633
513	6481	BRU	Manalapan	7 Route 9 South		Manalapan	NJ	07726	(732) 845-2861	Lease	Delaware	30,926	25,084
514	6486	BRU	Saginaw	3321 Tittabawassee Road		Saginaw	MI	48604	(989) 790-5961	GL	Propco I	24,651	18,533
515	6490	BRU	Stockton	10640 Trinity Pkwy		Stockton	CA	95219	(209) 473-9858	GL	Propco I	31,494	23,816
516	6491	BRU	Waterford	915 Hartford Turnpike	Unit A-5	Waterford	CT	06385	(860) 447-4589	Lease	Delaware	27,415	18,869
517	6493	BRU	Tacoma	2502 S. 48 th St.		Tacoma	WA	98409	(253) 472-4441	GL	Propco I	37,415	29,822
518	6502	BRU	Springfield	2601 Veterans Pkwy		Springfield	IL	62711	(217) 546-0367	GL	Delaware	25,000	17,404
519	6504	BRU	Lancaster	990 Plaza Blvd.		Lancaster	PA	17601	(717) 394-0823	Lease	Delaware	21,940	15,657
520	6505	BRU	Fairview Heights	114 Commerce Lane		Fairview Heights	IL	62208	(618) 398-7099	Owned	Propco II	22,138	15,790
521	6508	BRU	Toms River	1220 Hooper Ave.		Toms River	NJ	08753	(732) 244-8880	Lease	Delaware	25,000	19,033
522	6509	BRU	Middletown	88 Dunning Rd.		Middletown	NY	10940	(845) 956-4050	GL	Propco I	22,010	16,265
523	6510	BRU	Aventura	2745 NE 193rd Street		Aventura	FL	33180	(305) 705-9893	No	GL	21,600	16,265
524	6512	BRU	Murrietta	24440 Village Walk Place		Murrietta	CA	92562	(951) 461-1204	No	GL	30,624	24,082
525	6516	BRU	Orem	106 East University Pkwy.		Orem	UT	84058	(801) 802-8200	Lease	Propco I	20,900	15,564
526	6518	BRU	Danbury	19 Backus Ave		Danbury	CT	06810	(203) 790-8898	GL	Delaware	20,520	14,843
527	6533	BRU	West Windsor	700 Nassua Park Blvd		West Windsor	NJ	08540	(609) 987-1751	No	GL	37,259	29,083
528	6534	BRU	Chula Vista	1860 Main Court		Chula Vista	CA	91911	(619) 421-8556	GL	Delaware	37,320	29,629
529	6536	BRU	Ft. Myers	10002 Gulf Center Dr		Ft. Myers	FL	33913	(239) 433-6837	GL	Delaware	30,700	24,079
530	6539	BRU	Totowa	465 Route 46 West.		Totowa	NJ	07512	(973) 256-2566	Lease	Delaware	49,950	37,016
531	6551	BRU	Woodbury	8236 Tamarack Village		Woodbury	MD	55125	(651) 367-6820	GL	Propco I	31,268	25,131
532	6552	BRU	Madison	2161 Zeller Road		Madison	WI	53704	(608) 234-6936	Owned	Propco II	45,451	34,355
533	6558	BRU	Serramonte	775 Serramonte Blvd		Colma	CA	94014	(650) 449-5106	Owned	Propco I	47,567	29,901
534	6559	SBS	TOWSON	1238 Putty Hill Avenue		Towson	MD	21286	(410) 372-5000	Lease	Propco I	47,761	36,889
535	6560	SBS	BETHEL PARK	4000 Oxford Drive		Bethel Park	PA	15102	(412) 479-9020	Lease	Propco I	46,620	34,286
536	6563	BRU	Nashville	2205 Gallatin Pike N.		Madison	TN	37115	(615) 855-3773	Lease	Delaware	41,640	31,974
537	6570	BRU	S. Richmond	13315 Rittenhouse Drive		Midlothian	VA	23112	(804) 744-2595	GL	Delaware	31,362	23,864
538	6575	BRU	Florence	4999 Houston Road		Florence	KY	41042	(859) 282-8921	No	Lease	33,148	24,853
539	6576	BRU	Shorewood	994 Brook Forest Ave.		Shorewood	IL	60431	(815) 439-3676	Lease	Delaware	30,000	23,858
540	6583	SBS	Redlands	9930 Alabama Street		Redlands	CA	92374	(909) 307-2316	No	Lease	64,000	51,465
541	6605	BRU	Kissimmee	2601 W.Osceola Parkway		Kissimmee	FL	34741	(407) 846-1433	Lease	Delaware	30,567	24,101
542	6623	SBS	Secaucus	3 Mill Creek Drive		Secaucus	NJ	07094	(201) 558-4750	Lease	Delaware	69,230	51,898
543	6624	SBS	NW Las Vegas	7020 North 5th Street		Las Vegas	NV	89084	(702) 642-0793	Lease	Delaware	65,000	47,053
544	6629	SBS	Bronx Terminal	610 Exterior Street		Bronx	NY	10451	(718) 292-5857	Lease	Delaware	76,921	51,832
545	6642	BRU	Pearl City	1150 Kuiala Street		Pearl City	HI	96782	(808) 454-8438	Lease	Delaware	46,900	30,506
546	6753	SBS	Rego Park	61-35 Junction Blvd (2nd Floor)		Rego Park	NY	11374	(718) 595-0023	Lease	Delaware	45,915	35,197
547	6755	SBS	Coral Springs	6001 West Sample Road		Coral Springs	FL	33067	(954) 341-2583	Lease	Delaware	46,079	33,919
548	6756	SBS	Memphis	7676 Polo Ground Blvd.		Memphis	TN	38125	(901) 309-3015	Lease	Delaware	46,737	36,063
549	7002	SBS	Pasadena	5651 Fairmont Parkway		Pasadena	TX	77505	(281) 998-3009	No	GL	47,805	36,895
550	7004	SBS	Katy	9730 Katy Freeway		Houston	TX	77024	(713) 465-4176	Lease	Delaware	65,522	48,107
551	7006	SBS	Beaumont	5910 Eastex Freeway		Beaumont	TX	77708	(409) 898-8586	Lease	Propco I	43,000	34,672
552	7007	SBS	Forum	8270 Agora Parkway		Seima	TX	78154	(210) 658-2183	GL	Propco I	48,640	37,331
553	7009	SBS	Willowbrook	17776 State Hwy 249 Suite 1		Houston	TX	77064	(281) 955-5564	Lease	Delaware	58,421	46,174
554	7012	SBS	Humble	20450 Highway 59 North		Humble	TX	77338	(281) 540-1464	Owned	Propco I	46,700	34,452
555	7013	SBS	Baytown	4815 East Fry		Baytown	TX	77521	(281) 421-4647	Owned	Propco I	42,252	33,741
556	7014	SBS	Corpus Christi	1220 Airline Road		Corpus Christi	TX	78412	(361) 992-2429	Owned	Propco II	47,000	34,834
557	7017	SBS	Baton Rouge	10780 North Mall Dr.		Baton Rouge	LA	70809	(225) 296-0126	Lease	Delaware	58,907	46,803
558	7026	SBS	Lafayette	5700 Johnston Street	Suite 1000	Lafayette	LA	70506	(337) 988-2228	Owned	Propco II	45,453	34,901

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	Address2	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
559	7031	SBS	Galleria	6145 Westheimer Rd.		Houston	TX	77057	(713) 785-8697	Owned	Propco I	44,052	33,372
560	7032	SBS	North San Antonio	321 NW Loop 410 Suite 108		San Antonio	TX	78216	(210) 524-0117	Lease	Delaware	60,687	45,941
561	7035	SBS	Laredo	5404 San Bernardo Ave.		Laredo	TX	78041	(956) 791-8697	GL	Propco I	45,000	34,968
562	7047	SBS	Austin, TX	9333 Research Blvd		Austin	TX	78759	(512) 342-0805	Lease	Delaware	55,000	44,681
563	7504	SBS	Auburn	416 Southbridge St.		Auburn	MA	01501	(508) 832-9598	Lease	Delaware	43,000	34,564
564	7506	SBS	Woburn	366 Cambridge Street		Woburn	MA	01801	(781) 935-7654	Lease	Delaware	48,000	34,625
565	7507	SBS	Dedham	302 Providence Hwy.		Dedham	MA	02026	(781) 326-0112	Lease	Delaware	45,333	34,387
566	7508	SBS	Springfield	1686 Boston Rd.		Springfield	MA	01129	(413) 543-6555	Lease	Propco I	48,000	33,976
567	7509	SBS	Waterbury	275 Union St.		Waterbury	CT	06706	(203) 574-4457	Lease	Propco I	43,000	36,613
568	7511	SBS	Manchester	2 Keller St.		Manchester	NH	03103	(603) 623-8077	Owned	Propco II	44,000	31,629
569	7514	SBS	Newington	85 Gosling Rd.		Newington	NH	03801	(603) 431-6528	GL	Propco I	43,000	33,038
570	7518	SBS	Utica	4505 Commercial Dr.		New Hartford	NY	13413	(315) 736-1815	GL	Delaware	46,698	34,715
571	7521	SBS	Nashua	272 Daniel Webster Highway		Nashua	NH	03060	(603) 888-9444	Owned	Propco I	45,453	35,020
572	7527	SBS	Leominster	Whitney Field Mall	118 Commercial Road	Leominster	MA	01453	(978) 534-4300	Lease	Delaware	31,215	28,598
573	7528	SBS	Concord	310 Loudon Rd.		Concord	NH	03301	(603) 228-5508	Owned	Propco I	51,127	25,005
574	7530	SBS	Hyannis	1070 Lynnough Road	0	Hyannis	MA	02601	(508) 778-5653	Lease	Delaware	46,916	34,074
575	7534	SBS	North Dartmouth	482 State Rd.	Dartmouth Towne Ctr.	N. Dartmouth	MA	02747	(508) 982-6240	GL	Propco II	30,625	23,805
576	7537	SBS	Williston	244 Retail Way		Williston	VT	05495	(802) 872-8787	Lease	Propco I	31,000	25,183
577	7703	BRU	Metairie	6851 Veterans Blvd		Metairie	LA	70003	(504) 885-8242	Lease	Delaware	38,626	28,598
578	7705	BRU	South Austin	5207 Brodie Lane		Sunset Valley	TX	78745	(512) 358-0191	Lease	Delaware	30,000	23,418
579	7707	BRU	Jackson	260 Ridge Way Rd		Flowood	MS	39232	(601) 919-8242	No	GL	25,000	18,516
580	7711	BRU	San Antonio	17610 La Cantera Pkwy		San Antonio	TX	78257	(210) 694-2087	Lease	Delaware	30,000	24,308
581	7713	BRU	McAllen	3300 W. Expressway83	Suite 500	McAllen	TX	78501	(956) 618-0383	Lease	Delaware	30,623	24,101
582	7803	SBS	Frisco	2871 Preston Rd.		Frisco	TX	75034	(972) 712-0054	No	GL	50,000	37,608
583	7808	SBS	Cedar Hill Plaza	428 East FM 1382		Cedar Hill	TX	75104	(972) 291-6405	Lease	Delaware	27,264	27,264
584	7812	SBS	Allen	170 E. Stacy Road	2220	Suite 2220 Allen	TX	75002	(972) 678-4958	No	Lease	64,028	49,667
585	7815	SBS	Amarillo	2403 S. Sonoy Road		Amarillo	TX	79124	(806) 355-1135	Owned	Propco I	33,714	33,714
586	7816	SBS	Lubbock	6101 Slide Road		Lubbock	TX	79414	(806) 799-8327	Owned	Propco I	45,700	33,658
587	7819	SBS	Midland	3109 W. Loop 250 N.		Midland	TX	79705	(432) 520-9821	Owned	Propco I	45,183	34,229
588	7820	SBS	Dallas, North Park	9358 N. Central Expressway		Dallas	TX	75231	(214) 363-8732	Lease	Delaware	56,020	56,020
589	7825	SBS	Tyler	414 E.S.E. Loop 323		Tyler	TX	75701	(903) 534-8697	Owned	Propco I	45,953	34,837
590	7831	SBS	Bossier City	2918 E. Texas St.	Pierre-Bossier Mall	Bossier City	LA	71111	(318) 746-6023	Owned	Propco I	30,000	25,033
591	8002	SBS	Tukwila	17501 Southcenter Parkway		Tukwila	WA	98188	(206) 575-7446	Lease	Delaware	58,860	46,090
592	8004	SBS	Jantzen Beach	12305 N. Starlight Drive.		Portland	OR	97217	(503) 286-7558	Lease	Delaware	65,881	51,481
593	8010	SBS	Salem	1200 Lancaster Drive NE		Salem	OR	97301	(503) 363-4328	Owned	Propco I	46,700	35,024
594	8011	SBS	Bellevue	103 110th Avenue NE		Bellevue	WA	98004	(425) 453-1901	Owned	Delaware	35,510	35,510
595	8014	SBS	Meridian	2070 N Eagle Road		Meridian	ID	83646	(208) 887-3828	Lease	Delaware	49,670	39,129
596	8015	SBS	Olympia	1000 Cooper Point Rd.		Olympia	WA	98502	(360) 357-8697	Owned	Propco I	44,000	34,410
597	8017	SBS	Anchorage	8600 King St.		Anchorage	AK	99515	(907) 344-8697	Owned	Propco I	57,457	37,093
598	8245	SBS	Thornton	16511 N. Washington Street		Thornton	CO	80023	(303) 451-1277	Lease	Delaware	46,683	35,250
599	8303	SBS	King of Prussia	250 Mall Blvd.		King of Prussia	PA	19406	(610) 962-2680	Owned	Propco II	38,156	48,585
600	8305	SBS	Aramingo	3401 Aramingo Ave.		Philadelphia	PA	19134	(215) 423-2800	Owned	Propco I	39,954	33,227
601	8307	SBS	Cherry Hill	500 Rt. 38		Cherry Hill	NJ	08034	(856) 665-8339	GL	Propco I	50,625	37,769
602	8310	SBS	York	1410 Kenneth Rd.		York	PA	17408	(717) 764-1300	Owned	Propco II	38,125	33,965
603	8312	SBS	Media	1154 West Baltimore Pike		Media	PA	19063	(610) 566-0100	Owned	Propco II	43,000	34,123
604	8315	SBS	West Harrisburg	6391 Carlisle Pike		Mechanicsburg	PA	17050	(717) 697-5087	Lease	Delaware	46,737	36,292
605	8322	SBS	Horsham	100 Welsh Road		Horsham	PA	19044	(215) 784-1900	Lease	Delaware	64,815	45,964
606	8330	SBS	Vineland	100 Cumberlan Mall	3849 S. Deisea Dr.	Vineand	NJ	08360	(856) 327-0800	GL	Delaware	30,000	24,396
607	8332	SBS	Owings Mills	10200 Reisterstown Rd.		Owings Mills	MD	21117	(410) 356-4824	Owned	Propco I	55,000	33,781
608	8336	SBS	Annapolis	2115 West Street		Annapolis	MD	21401	(410) 573-0440	Owned	Propco II	50,215	33,108
609	8338	SBS	Charlottesville	590 Branchland Ave.		Charlottesville	VA	22901	(434) 973-4406	Owned	Propco I	41,314	35,479
610	8342	SBS	Fredericksburg	3101 Plank Rd.		Fredericksburg	VA	22404	(540) 785-7377	Owned	Propco II	30,000	25,030
611	8345	SBS	Hagerstown	17301 Valley Mall Road		Hagerstown	MD	21740	(301) 582-9741	Lease	Delaware	34,200	27,671
612	8348	SBS	Bel Air	660 Market Place Dr.		Bel Air	MD	21014	(410) 838-0010	GL	Delaware	30,000	24,881
613	8353	SBS	Richmond	11861 W. Broad Street		Richmond	VA	23238	(804) 364-2520	Lease	Delaware	58,075	46,935
614	8356	SBS	Kingstowne	6001 Kingstowne Village Pkwy.		Alexandria	VA	22315	(703) 922-4968	GL	Propco I	50,000	37,845
615	8357	SBS	Virginia Beach	2701 N.Mall Dr.	Suite 101	Virginia Beach	VA	23452	(757) 498-8271	GL	Delaware	45,233	34,303
616	8358	SBS	Roanoke	4943 Valley View Blvd.		Roanoke	VA	24012	(540) 563-9800	GL	Delaware	45,483	34,684
617	8363	SBS	Columbia	6100 Dobbin Road		Columbia	MD	21045	(410) 290-4490	Lease	Delaware	63,062	49,262
618	8367	SBS	Parkersburg	113 Grand Central Ave.		Vienna	WV	26105	(304) 428-2885	Lease	Delaware	38,000	30,603
619	8371	SBS	Johnson City	1910 No. Roan Blvd.		Johnson City	TN	37601	(423) 283-4219	Owned	Propco II	47,000	34,847
620	8374	SBS	Fayetteville	1736 Skibo Road		Fayetteville	NC	28303	(910) 864-2300	Lease	Delaware	45,176	33,748

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	Address2	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.	
621	8378	SBS	Greenville	228 Southwest Greenville Blvd.		Greenville	NC	27834	(252) 355-1700	Owned	Propco I	45,563	34,851	
622	8379	SBS	Cary	201 Crossroads Blvd.		Cary	NC	27511	(919) 859-1971	Owned	Propco II	45,580	34,514	
623	8385	SBS	Salisbury	500 E. Naylor Mill Road		Salisbury	MD	21804	(443) 260-2388	Owned	Propco I	49,000	36,492	
624	8703	SBS	Dadeband	8325 South Dixie Highway		Miami	FL	33143	(305) 662-1911	Owned	Propco II	39,580	33,646	
625	8707	SBS	Miami Int'l Mall	1645 NW 107th Ave.		Miami	FL	33172	(305) 593-1517	Lease	Propco I	43,183	46,667	
626	8708	SBS	Cutter Ridge	19525 So. Dixie Highway		Cutter Ridge	FL	33157	(305) 233-6122	Owned	Propco I	38,000	30,154	
627	8718	SBS	Daytona Beach	2455 International Speedway Blvd.		Daytona Beach	FL	32114	(386) 255-9828	Owned	Propco I	46,700	34,390	
628	8725	SBS	Plaza Las Americas	Calal Street 555	Plaza Las Americas	San Juan	PR	00918	(787) 250-8697	GL	Delaware	67,813	35,696	
629	8725	SBS	Waterford Lakes	1250 N Alafaya Trail		Orlando	FL	32828	(407) 736-8089	Lease	Delaware	58,907	46,844	
630	8726	SBS	Florida Mall	1631 Florida Mall Ave.		Orlando	FL	32809	(407) 859-4831	Owned	Propco II	40,763	35,576	
631	8727	SBS	Wesley Chapel	6105 Wesley Grove Blvd.		Wesley Chapel	FL	33544	(813) 929-6230	Lease	Delaware	64,000	51,050	
632	8729	SBS	Jacksonville	4875 Town Center Pkway		Jacksonville	FL	32246	(904) 997-6291	Lease	Delaware	74,018	58,297	
633	8751	SBS	Milennia	4607 Millenia Plaza Way		Orlando	FL	32839	(407) 226-0139	Lease	Delaware	62,039	46,908	
634	8754	SBS	Savannah	7400 Abercorn St.		Savannah	GA	31406	(912) 354-5222	Owned	Propco I	45,176	33,549	
635	8803	SBS	McDonough	209 South Point Blvd.		McDonough	GA	30252	(770) 288-2218	Lease	Delaware	57,847	46,901	
636	8805	SBS	Smyma	2955 Cobb Parkway	Suite 510	Atlanta	GA	30339	(770) 956-9224	Lease	Delaware	58,907	46,803	
637	8809	SBS	Huntsville	6884 Governors West		Huntsville	AL	35806	(256) 971-1216	No	Lease	Lease	58,830	46,677
638	8818	SBS	Columbus	5555 Whittlessey Blvd.	Suite 2300	Columbus	GA	31907	(706) 257-9843	No	GL	50,000	35,807	
639	8819	SBS	Pensacola	7171 North Davis Highway		Pensacola	FL	32504	(850) 484-4170	Lease	Delaware	46,829	35,774	
640	8822	SBS	Greenville	1025 Woodruff Road		Greenville	SC	29607	(864) 213-2022	Lease	Delaware	58,907	46,678	
641	8823	SBS	Spartanburg	1508 W.O. Ezell Blvd.		Spartanburg	SC	29301	(864) 574-9525	Lease	Delaware	45,627	34,134	
642	8826	BRU	Coral Way	8755 SW 24th St		Miami	FL	33165	(305) 226-8334	Lease	Delaware	40,214	31,612	
643	8828	BRU	Mobile	3658-A Airport Blvd		Mobile	AL	36608	(251) 304-0950	Lease	Delaware	26,393	22,739	
644	8831	SBS	Hoover	1715 Montgomery Highway		Hoover	AL	35226	(205) 733-1551	Owned	Propco II	45,653	34,325	
645	8832	SBS	Clarksville	2821 Wilma Rudolph Blvd.		Clarksville	TN	37040	(931) 647-0667	GL	Propco I	45,453	35,257	
646	8834	SBS	Gastonia	2830 East Franklin Blvd		Gastonia	NC	28056	(704) 833-0084	Lease	Delaware	56,099	40,710	
647	8838	SBS	Dothan	201 Buyers Drive		Dothan	AL	36303	(334) 794-0888	GL	Propco I	45,451	34,970	
648	8850	SBS	Tupelo	969 Barnes Crossing Rd.		Tupelo	MS	38803	(662) 841-8697	Owned	Propco I	30,000	24,982	
649	8854	BRU	Kermesaw	1875 Greens Chapel Road		Kermesaw	GA	30144	(770) 919-2229	Lease	Delaware	42,296	36,150	
650	8855	BRU	Evans	4225 Washington Rd.		Evans	GA	30809	(706) 210-7858	GL	Delaware	32,000	24,075	
651	8857	BRU	Kendall	15625 SW 88th Street		Miami (Kendall)	FL	33196	(305) 382-4060	Lease	Delaware	42,341	33,871	
652	8861	BRU	Pembroke Pines	11930 Pines Blvd.		Pembroke Pines	FL	33026	(954) 441-8600	Lease	Delaware	36,406	36,406	
653	8863	BRU	Knoxville	9626 Kingston Pike		Knoxville	TN	37922	(865) 769-9911	Lease	Delaware	42,296	34,425	
654	8865	BRU	Lauderhill	7350 W Commercial Blvd.		Lauderhill	FL	33319	(954) 749-2229	Lease	Delaware	44,000	34,831	
655	8867	SBS	Germantown	8060 Giacosa Pl.		Memphis	TN	38133	(901) 937-4139	Owned	Propco II	45,000	34,278	
656	8870	SBS	Mall of Georgia	3480 Financial Center Way		Bufo	GA	30519	(678) 714-6146	Lease	Delaware	70,000	51,570	
657	8872	SBS	Murfreesboro	2075 Old Fort Parkway		Murfreesboro	TN	37129	(615) 217-3306	Owned	Propco I	30,000	25,539	
658	8875	BRU	Pasadena	8040 Ritchie Hwy.		Pasadena	MD	21122	(410) 863-8840	No	Lease	45,286	36,124	
659	8878	BRU	Pineville	9575 South Boulevard		Charlotte	NC	28273	(704) 643-2229	Lease	Delaware	42,296	35,252	
660	8880	BRU	Chattanooga	2020 Gunbarrel Rd	Suite 400	Chattanooga	TN	37421	(423) 894-7277	Lease	Delaware	21,000	16,756	
661	8881	BRU	Concord	8062 Concord Mills Blvd		Concord	NC	28027	(704) 979-0840	GL	Delaware	30,000	24,079	
662	8882	BRU	Chesapeake	1336 Greenbrier Parkway		Chesapeake	VA	23320	(757) 548-2255	Lease	Delaware	42,296	35,451	
663	8884	BRU	Chantilly	13954 Metrotech Drive		Chantilly	VA	20151	(703) 502-9200	Lease	Delaware	30,400	25,484	
664	8888	BRU	N. Charleston	7250 Rivers Avenue		N. Charleston	SC	29406	(843) 824-9493	GL	Propco I	31,280	24,075	
665	8889	SBS	North Raleigh	7810 Poyner Pond Circle		Raleigh	NC	27616	(919) 713-4334	Lease	Delaware	59,299	47,288	
666	8894	BRU	Greensboro	1214 Bridford Parkway		Greensboro	NC	27407	(336) 547-9050	Lease	Delaware	44,487	30,786	
667	8902	SBS	Gastleton	8250 Castleton Corner		Indianapolis	IN	46250	(317) 841-9334	Owned	Propco II	39,323	33,840	
668	8911	SBS	Polaris	1400 Gemini Place Rd.		Columbus	OH	43240	(614) 785-0874	Lease	Delaware	64,028	50,812	
669	8917	SBS	Lexington	3220 Nicholas Rd.		Lexington	KY	40503	(859) 271-6374	Lease	Propco I	41,900	32,119	
670	8919	SBS	Lima	2292 Elda Road		Lima	OH	45805	(419) 229-1014	Lease	Propco I	46,020	33,248	
671	8923	SBS	Bowling Green	3000 Scottsville Rd.		Bowling Green	KY	42101	(270) 843-9936	Owned	Propco I	45,000	34,483	
672	8925	SBS	Terre Haute	50 W. Honeycreek Pkwy.		Terre Haute	IN	47802	(812) 234-2197	Owned	Propco I	46,213	35,232	
673	8928	SBS	Paduach	3411 James Sanders Blvd.		Paduach	KY	42001	(270) 575-3336	Lease	Delaware	29,398	24,102	
674	8930	SBS	Kenwood	7800 Montgomery Road		Cincinnati	OH	45236	(513) 791-8697	Lease	Propco I	46,000	33,565	
675	8931	SBS	Beaver Creek	2500 N. Fairfield Rd.		Beaver Creek	OH	45431	(937) 429-4415	Lease	Delaware	49,000	36,973	
676	8933	SBS	Charleston	2846 Mountaineer Blvd.		Charleston	WV	25309	(304) 744-8696	GL	Propco I	30,000	24,474	
677	9007	SBS	Southlake	250 N. Kimball Avenue		Southlake	TX	76092	(817) 488-3128	Lease	Delaware	33,812	26,256	
678	9009	SBS	Birmingham	335 Summit Blvd.		Birmingham	AL	35243	(205) 977-2624	No	Lease	56,737	44,871	
679	9062	SBS	Rossmore, CA	12347 Seal Beach Blvd.		Seal Beach	CA	90740	(562) 493-9848	GL	Delaware	47,000	37,001	
680	9063	SBS	Vallejo, CA	105 Plaza Drive		Vallejo	CA	94591	(707) 557-5552	Lease	Delaware	44,902	34,361	
681	9203	SBS	Akron/Chapel Hill	590 Howe Ave.		Cuyahoga Falls	OH	44221	(330) 923-8697	Owned	Propco II	40,763	34,334	
682	9204	SBS	Mayfield	1385 SOM Center Road		Mayfield	OH	44124	(440) 473-0310	GL	Delaware	47,559	36,852	

Toys "R" Us  
Exhibit A

Store List

Count	Store #	Chain	Name	Address	City	State	Zip	Phone	Lease Type	Entity	Gross Sq. Ft.	Selling Sq. Ft.
683	9205	SBS	Parma	8515 Day Drive	Parma	OH	44129	(440) 888-8697	Lease	Delaware	45,865	35,621
684	9214	SBS	West Mifflin	275 Clairton Blvd.	West Mifflin	PA	15122	(412) 655-0677	GL	Propco I	46,700	34,208
685	9223	SBS	Annerst	3030 Sheridan Dr.	Annerst	NY	14226	(716) 837-4350	GL	Delaware	46,717	35,280
686	9226	SBS	Hamburg	3464 McKinley Pkwy.	Blasdel	NY	14219	(716) 825-7227	Owned	Propco I	41,484	24,462
687	9232	SBS	Monrose	52 Rothrock Road	Copley	OH	44321	(330) 666-8697	GL	Propco II	30,000	29,809
688	9239	BRU	Columbus	2686 Taylor Road	Reynoldsburg	OH	43068	(614) 759-7744	GL	Propco II	37,415	29,809
689	9241	BRU	N. Canton	6655 Strip Avenue NW	N. Canton	OH	44720	(330) 305-1750	No	Lease	42,296	34,147
690	9244	BRU	Forest Park	925 Cincinnati Mills Dr.	Cincinnati	OH	45240	(513) 671-2430	Lease	Delaware	38,500	30,189
691	9245	BRU	Louisville	4623 Shelbyville Road	Louisville	KY	40207	(502) 896-9994	GL	Propco I	37,414	29,672
692	9246	BRU	Burbank	7750 South Cicero Avenue	Burbank	IL	60459	(708) 424-8755	Lease	Delaware	42,296	34,983
693	9247	BRU	Sterling Heights	12050 Hall Road	Sterling Heights	MI	48313	(586) 987-2929	Lease	Delaware	54,575	41,533
694	9248	BRU	Orland Park	15820 94th Avenue	Orland Park	IL	60462	(708) 873-9634	Owned	Propco II	38,000	30,578
695	9249	BRU	Northville	20111 Haggerty Road	Northville	MI	48167	(248) 735-0365	Owned	Propco II	38,000	30,592
696	9250	BRU	Roseville	32471 Gratot Avenue	Roseville	MI	48066	(586) 296-5615	GL	Propco I	37,216	29,631
697	9254	BRU	Boardman	1240 Doral Drive	Boardman	OH	44514	(330) 965-0412	GL	Propco II	33,000	23,641
698	9255	BRU	Flint	G-3274 South Linden Road	Flint	MI	48507	(810) 732-8021	Owned	Propco II	29,397	23,641
699	9263	SBS	Madison Heights	32700 John R. Rd.	Madison Heights	MI	48071	(248) 585-5700	Owned	Propco II	42,724	35,660
700	9279	BRU	Toledo	1360 S. Holland-Sylvania Road	Holland	OH	43528	(419) 861-7015	GL	Propco II	30,600	23,969
701	9280	BRU	Auburn Hills	4936 Baldwin Road	Orion Township	MI	48359	(248) 391-3367	Owned	Propco II	29,500	24,366
702	9284	BRU	North Olmsted	26520 Lorain Road	North Olmsted	OH	44070	(440) 716-8614	Lease	Propco I	43,935	32,674
703	9290	BRU	Fort Wayne	4140 Goldwater Road	Fort Wayne	IN	46805	(260) 482-5254	Owned	Propco II	30,000	23,915
704	9291	BRU	Syracuse	2027 Park Street	Syracuse	NY	13208	(315) 424-3998	Owned	Propco II	30,000	23,927
705	9294	BRU	Merrillville	1335 East 79th Street	Merrillville	IN	46410	(219) 736-1028	Owned	Propco II	30,000	23,914
706	9504	SBS	Topeka	2190 Wamanaker Rd.	Topeka	KS	66614	(785) 272-1188	GL	Delaware	45,780	34,178
707	9512	SBS	Springfield	1425 E. Battlefield	Springfield	MO	65804	(417) 882-6097	GL	Delaware	46,000	34,263
708	9514	SBS	E. Wichita	8011 E. Kellogg	Wichita	KS	67207	(316) 684-8697	Owned	Propco I	45,453	35,342
709	9518	SBS	Joplin	630 S. Rangeline	Joplin	MO	64802	(417) 781-8697	Owned	Propco I	45,453	34,945
710	9528	SBS	Aurora	1150 S. Ironton	Aurora	CO	80012	(303) 751-7425	GL	Delaware	46,936	35,660
711	9533	SBS	Fort Collins	4250 Corbett Drive	Fort Collins	CO	80525	(970) 223-1020	Lease	Delaware	64,991	50,799
712	9537	SBS	Sioux Falls	4401 W. Empire	Sioux Falls	SD	57106	(605) 361-9277	GL	Delaware	30,514	24,552
713	9541	BRU	St. Louis	4441 Lemay Ferry Rd	St. Louis	MO	63129	(314) 894-8055	Lease	Delaware	44,680	33,644
714	9544	BRU	Sugar Land	15555 S.W. Freeway	Sugar Land	TX	77479	(281) 980-9595	Lease	Delaware	41,462	31,052
715	9545	SBS	LITTLETON	5142 S. Wadsworth Blvd	Littleton	CO	80123	(303) 932-2229	Lease	Delaware	42,296	33,852
716	9546	BRU	Katy	20280 Katy Freeway	Katy	TX	77449	(281) 829-1000	GL	Propco I	37,285	29,756
717	9547	BRU	Cypress	380 FM 1960 W.	Houston	TX	77090	(281) 586-9993	Lease	Delaware	40,000	32,856
718	9548	BRU	Tulsa	10010 E 71st Street S.	Tulsa	OK	74133	(918) 250-6444	Lease	Delaware	42,296	33,958
719	9549	SBS	Ingram	8327 Hwy 151	San Antonio	TX	78245	(210) 521-2018	Lease	Delaware	39,480	29,687
720	9552	BRU	Arlington	1501 W. Arbrook Blvd	Arlington	TX	76015	(817) 784-2229	Lease	Delaware	34,509	34,509
721	9553	BRU	Westminster	9830 Sheridan Blvd	Westminster	CO	80031	(303) 650-2229	Lease	Delaware	42,900	29,683
722	9562	BRU	Mesquite	1220 Town E. Blvd	Mesquite	TX	75150	(972) 682-1450	Lease	Delaware	38,726	30,721
723	9566	BRU	Pleasanton	4990 Dublin Boulevard	Dublin	CA	94568	(925) 875-0350	Owned	Propco II	37,000	29,615
724	9571	BRU	Clockamas	9650 S.E. 82nd Avenue	Portland	OR	97266	(503) 777-3006	GL	Propco I	37,314	29,687
725	9572	BRU	Lynnwood	19500 Alderwood Mall Parkway	Lynnwood	WA	98036	(425) 672-3220	Lease	Delaware	39,480	29,687
726	9573	BRU	Modesto	3500 Sisk Road	Modesto	CA	95356	(209) 543-6803	Owned	Propco II	45,554	34,509
727	9574	BRU	Tigard	7805 S.W. Dartmouth Rd.	Tigard	OR	97223	(503) 670-7539	Owned	Propco II	37,000	29,683
728	9575	BRU	Colorado Springs	3555 Claudi Dr S.	Colorado Springs	CO	80909	(719) 574-7739	Owned	Propco I	29,000	25,726
729	9576	SBS	MAPLE GROVE	12750 Elm Creek Blvd. North	Maple Grove	MIN	55369	(763) 494-5747	GL	Propco I	36,826	29,629
730	9577	BRU	Oklahoma City	1731 Belle Isle Ave	Oklahoma City	OK	73118	(405) 840-2820	GL	Delaware	37,300	29,729
731	9579	BRU	Highlands Ranch	7155 Business Center Dr	Highlands Ranch	CO	80130	(303) 346-6266	Owned	Propco II	37,000	29,719
732	9580	BRU	Roseville-CA	1248 Galleria Boulevard	Roseville	CA	95678	(916) 784-9741	No	GL	37,212	29,810
733	9583	BRU	Kansas City	8640 N. Madison Ave	Kansas City	MO	64155	(816) 420-8808	GL	Delaware	30,884	23,917
734	9588	BRU	Baybrook	18182 Gulf Freeway	Friendswood	TX	77546	(281) 990-9390	GL	Propco I	37,500	29,710
735	9591	SBS	Jacksonville	1370 Western Blvd.	Jacksonville	NC	28546	(910) 347-9839	Owned	Propco I	42,850	32,397
											<b>735</b>	
											<b>37,413</b>	
											<b>Avg Sq Ft</b>	

**Exhibit B**

**Distribution Centers and Corporate Offices**



**Toys "R" Us  
Exhibit B**

<b>Distribution Centers and Corporate Office</b>
--

Store #	Name	Address	City	State	Zip	Selling Sq. Ft.
<b>Corporate Office</b>						
	Corporate Office	1 Geoffrey Way	Wayne	NJ	07470	
<b>Distribution Centers</b>						
	1301 CALCARTAGE					
	2001 MERCHANDISE IN TRANS					
	5001 FRIEGHT FORWARDER					
	5601 RI - RIALTO	1110 W. Merrill Avenue	Rialto	CA	92376	1,107,000
	5801 STK - STOCKTON	1624 Army Court	Stockton	CA	95206	635,000
	6001 CHI - CHICAGO	2695 Plainfield Road	Joliet	IL	60435	671,040
	6201 OH2 6207					
	6301 NY - NEW YORK/NEW J	703 Bartley Chester Road	Flanders	NJ	07836	1,364,215
	7701 MID - MIDLOTHIAN	3800 Railport Pkwy	Midlothian	TX	76065	835,000
	8301 FRK - FREDERICK	7106 Geoffrey Way	Frederick	MD	21704	680,000
	8401 RUS.COM DROP SHIP					
	8801 ATL - ATLANTA	H38 Highway 42 South	McDonough	GA	30252	972,000
	9501 KC - KANSAS CITY	420 S.E. Thompson Road	Lee Summit	MO	64082	691,000

**Exhibit C**

**Consultant Controlled Expenses**

**Toys "R" Us  
Exhibit C**

<b>Expense Budget</b>
-----------------------

**Advertising**

Media	2,940,000
Signs	2,388,750
Sign Walkers	10,206,000
Subtotal Advertising	<u>15,534,750</u>

**Supervision**

Fees / Wages / Expenses (1)	20,373,209
Subtotal Supervision	<u>20,373,209</u>

**Legal**

Legal	250,000
Total Expenses	<u><u>36,157,959</u></u>

**Note(s):**

- 1. Includes Deferred Compensation and Insurance.*
- 2. This Expense Budget contemplates a sale term through June 30, 2018. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.*

**Schedule 2**

**Amended Sale Guidelines**

### Amended Sale Guidelines

1. The Sales shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
2. The Sales shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Closing Store on a Sunday prior to the commencement of the Sales.
3. On “shopping center” property, the Consultants shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Consultants may solicit customers in the Closing Stores themselves. On “shopping center” property, the Consultants shall not use any flashing lights or amplified sound to advertise the Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
4. At the conclusion of the Sale, the applicable Consultant shall vacate the Closing Stores in broom clean condition; *provided* that Consultant may abandon any furniture, fixtures and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (“FF&E”) not sold in the Sales at the conclusion of the Sales, without cost or liability of any kind to the applicable Consultant. The applicable Consultant shall notify the Merchant of its intention to abandon any FF&E at least two (2) days prior to the Termination Date. The Merchant will have the option to remove the FF&E, at its own cost prior to the termination date. Any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Sale Termination Date, the applicable Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.
5. The Consultants may advertise the Sales as “going out of business”, “store closing”, “sale on everything”, “everything must go”, “everything on sale” or similar-themed sales. The Consultants may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Sale Guidelines. All signs, banners, ads and other advertising collateral, promotions, and campaigns will be approved by the Merchant, prior to purchase, in accordance with these Sale Guidelines.
6. The Consultants shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Consultants shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant

and Consultants shall be permitted to utilize exterior banners at (i) non-enclosed mall Closing Stores and (ii) enclosed mall Closing Stores to the extent the entrance to the applicable Closing Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sales are being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Merchant and Consultants shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the applicable Consultant any additional restrictions not contained in the applicable lease agreement.

7. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to effect that “all sales are final.”
8. Except with respect to the hanging of exterior banners, the Consultants shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.
9. The Consultants shall not make any alterations to interior or exterior Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Sales. The hanging of exterior banners or in-Closing Store signage and banners shall not constitute an alteration to a Closing Store.
10. The Consultants shall keep Closing Store premises and surrounding areas clear and orderly consistent with present practices.
11. Subject to the provisions of the Agreement, the Consultants shall have the right to use and sell all Offered FF&E, approved by the Merchant. The Consultants may advertise the sale of the Offered FF&E in a manner consistent with these guidelines. The purchasers of any Offered FF&E sold during the sale shall be permitted to remove the Offered FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided, however* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the applicable Consultant may abandon, in place and without further responsibility, any FF&E.
12. At the conclusion of the Sales at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores’ premises as set forth in the applicable leases. The Merchant, Consultants and their agents and representatives shall continue to have access to the Closing Stores as provided for in the Consulting Agreement.
13. The rights of landlords against Merchant for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease.
14. If and to the extent that the landlord of any Closing Store affected hereby contends that the Merchant or applicable Consultant is in breach of or default under these Sale Guidelines,

such landlord shall email or deliver written notice by overnight delivery on the Merchant and applicable Consultant as follows:

If to Consultants

Great American Group, LLC  
21255 Burbank Blvd., Suite 400  
Woodland Hills, California 91367  
Attn: Scott Carpenter  
Email: [scarpenter@greatamerican.com](mailto:scarpenter@greatamerican.com)

- and -

Tiger Capital Group, LLC  
350 North LaSalle Street, 11<sup>th</sup> Floor  
Chicago, IL 60654  
Attn: Mark Naughton  
Email: [MNaughton@tigergroup.com](mailto:MNaughton@tigergroup.com)

- and -

Gordon Brothers Retail Partners, LLC  
800 Boylston Street  
27th Floor  
Boston, MA 02199  
Attn: Mackenzie Shea  
Email: [mshea@gordonbrothers.com](mailto:mshea@gordonbrothers.com)

- and -

Hilco Merchant Resources, LLC  
5 Revere Drive  
Suite 206  
Northbrook, IL 60062  
Attn: Ian Fredericks  
Email: [ifredericks@hilcoglobal.com](mailto:ifredericks@hilcoglobal.com)

with copies (which shall not constitute notice) to:

Riemer & Braunstein LLP  
Times Square Tower  
Seven Times Square  
New York, New York 10036  
Attn: Steven E. Fox  
Email: [sfox@riemerlaw.com](mailto:sfox@riemerlaw.com)

If to Merchant:

Toys "R" Us, Inc.  
One Geoffrey Way  
Wayne, New Jersey 07470  
Attention: Legal Department  
Facsimile: (415) 278-2562

with copies (which shall not constitute notice) to:

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

- and -

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attention: Joshua A. Sussberg, P.C.  
Email: [joshua.sussberg@kirkland.com](mailto:joshua.sussberg@kirkland.com)

- and -

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attention: Chad J. Husnick, P.C. and Emily E. Geier  
E-mail: [chad.husnick@kirkland.com](mailto:chad.husnick@kirkland.com)  
[emily.geier@kirkland.com](mailto:emily.geier@kirkland.com)

- and -

Malfitano Advisors, LLC  
747 Third Ave., 2<sup>nd</sup> Floor  
New York, NY 10017  
Attention: Joseph Malfitano  
E-mail: [jm@malfitanopartners.com](mailto:jm@malfitanopartners.com)



**Schedule 3**

**Redline of Amended Sale Guidelines to Original Sale Guidelines**

**Amended Sale Guidelines**<sup>5</sup>

15. The Sales shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
16. The Sales shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Closing Store on a Sunday prior to the commencement of the Sales.
17. On “shopping center” property, the Consultants shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Consultants may solicit customers in the Closing Stores themselves. On “shopping center” property, the Consultants shall not use any flashing lights or amplified sound to advertise the Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
18. At the conclusion of the Sale, the applicable Consultant shall vacate the Closing Stores in broom clean condition; *provided* that Consultant may abandon any furniture, fixtures and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (“FF&E”) not sold in the Sales at the conclusion of the Sales, without cost or liability of any kind to the applicable Consultant. The applicable Consultant shall notify the Merchant of its intention to abandon any FF&E at least two (2) days prior to the Termination Date. The Merchant will have the option to remove the FF&E, at its own cost prior to the termination date. Any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Sale Termination Date, the applicable Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.
19. The Consultants may advertise the Sales as [“going out of business”](#), “store closing”, “sale on everything”, “everything must go”, “everything on sale” or similar-themed sales. The Consultants may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Sale Guidelines. All signs, banners, ads and other advertising collateral, promotions, and campaigns will be approved by the Merchant, prior to purchase, in accordance with these Sale Guidelines.
20. The Consultants shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Consultants shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to

---

<sup>5</sup> Capitalized terms used but not defined in these Sale Guidelines have the meanings given to them in the Motion.

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

21. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to effect that “all sales are final.”
22. Except with respect to the hanging of exterior banners, the Consultants shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.
23. The Consultants shall not make any alterations to interior or exterior Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Sales. The hanging of exterior banners or in-Closing Store signage and banners shall not constitute an alteration to a Closing Store.
24. The Consultants shall keep Closing Store premises and surrounding areas clear and orderly consistent with present practices.
25. Subject to the provisions of the Agreement, the Consultants shall have the right to use and sell all ~~Debtor-owned~~Owned FF&E, approved by the Merchant. The Consultants may advertise the sale of the ~~Debtor-owned~~Owned FF&E in a manner consistent with these guidelines. The purchasers of any ~~Debtor-owned~~Owned FF&E sold during the sale shall be permitted to remove the ~~Debtor-owned~~Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided, however* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the applicable Consultant may abandon, in place and without further responsibility, any FF&E.
26. At the conclusion of the Sales at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores’ premises as set forth in the applicable leases. The Merchant, Consultants and their agents and representatives shall continue to have access to the Closing Stores as provided for in the Consulting Agreement.
27. The rights of landlords against Merchant for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease.

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

If to ~~Tiger/GA:~~Consultants

Great American Group, LLC  
21255 Burbank Blvd., Suite 400  
Woodland Hills, California 91367  
Attn: Scott Carpenter  
Email: scarpenter@greatamerican.com

- and -

Tiger Capital Group, LLC  
350 North LaSalle Street, 11<sup>th</sup> Floor  
Chicago, IL 60654  
Attn: Mark Naughton  
Email: MNaughton@tigergroup.com

~~If to Hilco/GB:~~

- and -

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

- and -

Hilco Merchant Resources, LLC  
5 Revere Drive  
Suite 206  
Northbrook, IL 60062  
Attn: Ian Fredericks  
Email: ifredericks@hilcoglobal.com

If to Merchant:

Toys “R” Us, Inc.  
One Geoffrey Way  
Wayne, New Jersey 07470

Attention: Legal Department  
Facsimile: (415) 278-2562

with copies (which shall not constitute notice) to:

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

- and -

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attention: Joshua A. Sussberg, P.C.  
Email: joshua.sussberg@kirkland.com

- and -

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attention: Chad J. Husnick, P.C., ~~Robert Britton,~~ and Emily E. Geier  
E-mail: \_\_\_\_\_chad.husnick@kirkland.com  
\_\_\_\_\_robert.britton@kirkland.com  
emily.geier@kirkland.com

- and -

Malfitano Advisors, LLC  
747 Third Ave., 2<sup>nd</sup> Floor  
New York, NY 10017  
Attention: Joseph Malfitano  
E-mail: jm@malfitanopartners.com

**Schedule 4**

**Authorized Approver List**

<b>Authorized Approvers of Wind-Down Budget Payments</b>		
<b>Name</b>	<b>Affiliation</b>	<b>E-mail Address</b>
William Kosturos	Alvarez & Marsal North America, LLC	BKosturos@alvarezandmarsal.com
Jon Goulding	Alvarez & Marsal North America, LLC	JGoulding@alvarezandmarsal.com
Cari Turner	Alvarez & Marsal North America, LLC	CTurner@alvarezandmarsal.com
Jim Grover	Alvarez & Marsal North America, LLC	JGrover@alvarezandmarsal.com
Chris Jadro	Alvarez & Marsal North America, LLC	CJadro@alvarezandmarsal.com
Arjun Lal	Alvarez & Marsal North America, LLC	ALal@alvarezandmarsal.com
Todd Fleisher	Alvarez & Marsal North America, LLC	TFleisher@alvarezandmarsal.com
Doug Donoghue	Alvarez & Marsal North America, LLC	DDonoghue@alvarezandmarsal.com
Chase Brantley	Alvarez & Marsal North America, LLC	CBrantley@alvarezandmarsal.com