

ENTERED

January 21, 2025

Nathan Ochsner, Clerk

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

In re:

PARTY CITY HOLDCO INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90621 (ARP)

(Jointly Administered)

Re: Docket No. 43**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME
THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”) (a) authorizing the Debtors to assume that certain Consulting Agreement, which is attached to the Motion as Exhibit A (as supplemented by the Letter Agreement,³ the “Consulting Agreement”), (b) authorizing and approving the continuation and/or initiation of phased store closings and related matters in accordance with the terms of the Consulting Agreement and the Store Closing Procedures, with such sales to be free and clear of all liens, claims, and encumbrances, (c) authorizing customary bonuses to non-insider supervisors and employees at the Debtors’ Closing Stores and distribution center who remain employed for the duration of the store-closing process (the “Store Closing Bonuses”), (d) approving modifications to certain customer programs, including the return policy,

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

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

³ “Letter Agreement” has the meaning ascribed to such term in the *Notice of Supplemental Agreement Pursuant to the Interim Order (I) Authorizing the Debtors to Assume the Consulting Agreement, (II) Approving Procedures for Store Closing Sales, and (III) Granting Related Relief* [Docket No. 235] (the “Supplemental Notice”). A copy of the Letter Agreement is attached as Exhibit A to the Supplemental Notice.

and (e) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Rieger-Paganis Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

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

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

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

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

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

such disposition. The rights of the counterparties to any such rejected leases for Closing Stores to assert claims for the disposition of such abandoned FF&E or other abandoned Store Closing Assets are reserved, as are all parties' rights to object to such claims.

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

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

8. Neither the Debtors nor the Consultant, nor any of their officers, employees, or agents, shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Store Closing Sales authorized by this Final Order and to take the related actions authorized herein.

9. All newspapers and other advertising media in which the Store Closing Sales may be advertised and all landlords are directed to accept this Final Order as binding authority to

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

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

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

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

- c. To the extent that there is a dispute arising from or relating to the Store Closing Sale, this Final Order, the Consulting Agreement, or the Store Closing Procedures, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within 10 days following service of this Final Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice explaining the nature of the dispute to: (i) on behalf of Party City Corporation, 100 Tice Boulevard, Woodcliff Lake, NJ 07677, Attn: Ian Heller, and Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Kenneth S. Ziman, Christopher Hopkins, and Stephanie P. Lascano; (ii) on behalf of Gordon Brothers Retail Partners, LLC, 101 Huntington Avenue, 11th Floor, Boston, Massachusetts 02199, Attn: David Braun, and Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Steven E. Fox; (iii) on behalf of the Committee, Pachulski Stang Ziehl & Jones LLP, 700 Louisiana Street, Suite 4500, Houston, TX 77002, Attn: Bradford J. Sandler, Robert J. Feinstein, Shirley S. Cho, and Theodore S. Heckel; and (iv) the landlord for the applicable Closing Store. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a "Dispute Resolution Motion").
- d. In the event that a Dispute Resolution Motion is filed, nothing in this Final Order shall preclude the Debtors, a landlord, or any other interested party from asserting that (i) the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code or (ii) neither the terms of this Final Order nor the conduct of the Debtors pursuant to this Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Final Order or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Sale pursuant to this Final Order absent further order of the Bankruptcy Court. Upon the entry of this Final Order, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Store Closing Sale pursuant to the terms of this Final Order, the Consulting Agreement, and the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural,

or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

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

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

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

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

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

14. Starting on December 23, 2024, all sales of Store Closing Assets shall be “as is” and final. Returns related to the purchase of Store Closing Assets from and after this date shall

not be accepted at any stores; *provided* that the Consultant shall accept return of any goods that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, *provided* that the consumer must return the merchandise within the time period proscribed by the Debtors' return policy that was in effect when the merchandise was purchased, the consumer must provide a receipt, and the asserted defect must in fact be a "latent" defect, which goods shall not be resold by the Debtors. The Debtors' will continue to honor returns, in exchange for store credit to be used at the location where the return is made, for items purchased fewer than 30 days prior to December 23, 2024, *provided* the customer has a valid receipt and such store credit is not used to repurchase the same, or substantially similar, item as was returned.

15. Except as expressly provided for herein or in the Store Closing Procedures, no person or entity, including, but not limited to, any landlord, licensor, service provider, utility provider, or creditor, shall take any action that can be reasonably anticipated to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the sale of Merchandise or FF&E, the advertising and promotion of such sales, or the Store Closing Sales; provided, however, that nothing in the foregoing sentence shall abridge any such person's or entity's ability to seek relief from this Court with respect to any matter. These persons or entities are also hereby barred from instituting any action or proceeding in any court (other than in this Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that can be reasonably anticipated to directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closing Sales, the sale of the Merchandise or FF&E, the advertising and promotion of such sales, the Store Closing

Sales, and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

16. Neither the Store Closing Procedures, Consulting Agreement, nor this Final Order authorize the Debtors to lease, sell, or otherwise transfer to the Consultant or any other party the personal identifying information of any customers, unless such lease, sale, or transfer is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules ("Applicable Privacy Laws"). The foregoing shall not limit the Consultant's use of the Debtors' customer lists and mailing lists in accordance with the Consulting Agreement solely for purposes of advertising and promoting the Store Closing Sales to the extent such use is not prohibited by Applicable Privacy Laws.

17. The Debtors shall remove or cause to be removed any confidential and/or personal identifying information in any of the Debtors hardware, software, computers, or cash registers or similar equipment which are to be sold or abandoned so as to render it unreadable or undecipherable. At the conclusion of the Store Closing Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer personal identifying information and that any records containing such were shredded, erased, or otherwise modified to render it unreadable or undecipherable. Nothing herein shall prejudice the rights of the Committee and the U.S. Trustee to seek the appointment of a consumer privacy ombudsman and such rights are expressly preserved.

18. The Debtors are authorized to make payments in accordance with the Store Closing Bonus Plan, as may be amended or modified from time to time subject to the reasonable consent of the Directing Cash Collateral Agent and upon no less than five-days' notice to the Committee, who reserve the right to object. For the avoidance of doubt, the Debtors may not make any

payments under the Store Closing Bonus Plan to any insider, as defined in section 101(31) of the Bankruptcy Code.

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

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

21. Notwithstanding anything to the contrary in this Final Order, if the Debtors or the Consultant seek to abandon Licensed Products (as defined in the Product License Agreements, Nos. 587949-MULTI and 589090-MULTI between certain of the Debtors and Warner Bros. Consumer Products, Inc. (“Warner Bros.”)) pursuant to this Final Order, the Debtors shall use commercially reasonable efforts to notify Warner Bros. of their intent to abandon such Licensed Products at least five business days prior to any applicable effective date of rejection of leased premises on which the Licensed Products are located and shall include the lessor notice information and Licensed Product inventory list associated with such premises. Nothing herein

shall alter, amend, modify, or waive Warner Bros.' rights and remedies under its valid agreements with the Debtors, all of which rights are expressly preserved.

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

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

24. In addition to any other reporting requirements contained herein, the Debtors shall on a confidential basis provide to the Committee (with email to the Committee's counsel being sufficient) copies of periodic reports and information regarding the conduct of the Store Closing Sales that are prepared by the Debtors, their professionals, and/or the Consultant, including, without limitation, any periodic reports transmitted to the Directing Cash Collateral Agent.

25. Within 20 days following the conclusion of the Store Closing Sales, the Debtors shall (a) file with the Court a summary report of the Store Closing process that will include (i) the list of stores closed and (ii) gross revenue from the Store Closing Assets sold, and (b) file with the Court and serve on the U.S. Trustee, the Committee, and any other party in interest who may so request, a report showing payment of the Consultant's fees, setting forth detail and information regarding the calculation of such fees and expenses, if any, reimbursed to the Consultant.

26. Nothing contained herein is intended to be or should be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other

party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or any order or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (other than the Consulting Agreement); (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

27. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, any obligation incurred and any relief or authorization granted herein, shall not be inconsistent with, and shall be subject to and in compliance with the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Use Cash Collateral and (B) Grant Liens and Provide Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 44] (collectively, such interim and final orders, the "Cash Collateral Order"), including compliance with any approved budget or cash flow forecast in connection therewith (and

any permitted variances thereto) and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Order. To the extent there is any inconsistency between the terms of the Cash Collateral Order and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

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

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

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

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

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

Signed: January 21, 2025



Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1

Store Closing Procedures¹

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

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

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

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

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

5. The Debtors and the Consultant shall have the right to use and sell the FF&E. The Debtors and the Consultant may advertise the sale of the FF&E in a manner consistent with these Store Closing Procedures. The purchasers of any FF&E sold during the Store Closing Sales shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after Closing Store business hours; *provided, however*, that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag.

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

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

8. The Debtors and the Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closing Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. Neither the Debtors nor the Consultant shall use neon or “day-glo” on its sign walkers, display, hanging signs, or interior banners if prohibited by the applicable lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall Closing Stores and (b) enclosed mall Closing Stores to

the extent the entrance to the applicable Closing Store does not require entry into the enclosed mall common area; *provided, however*, that such banners shall be located or hung so as to make clear that the Store Closing is being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Debtors and the Consultant shall be permitted to utilize sign walkers in a safe and professional manner. The Debtors and the Consultant shall also be permitted to use 4'x40' exterior banners, A-frames, feather flags, and banners listing "building for sale" with contact information. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

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

10. Affected landlords will have the ability to negotiate with the Debtors, or at the Debtors' direction, the Consultant, any particular modifications to the Store Closing Procedures. The Debtors and the landlord of any Closing Store are authorized to enter into Side Letters without further order of the Court; *provided* that such agreements do not have a material adverse effect on the Debtors or their estates.

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

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

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

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

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

If to the Debtors:

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

with copies (which shall not constitute notice) to:

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

- and -

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

If to the Consultant:

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

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

with copies (which shall not constitute notice) to:

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

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

Exhibit 2

Closing Stores

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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