

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS
SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.**

(the "Applicants")

APPLICATION RECORD

February 19, 2019

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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS
SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.**

(the "**Applicants**")

NOTICE OF APPLICATION

TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on February 19, 2019 at 8:30 a.m. at the Court House, 330 University Avenue, Toronto, Ontario, M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date February 19, 2019 Issued by _____
Local Registrar

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APPLICATION

1. The Applicants make this application for:
 - (a) an Order (the “**Initial Order**”), substantially in the form attached hereto as Schedule “A”, in respect of Payless ShoeSource Canada Inc. and Payless ShoeSource Canada GP Inc. (the “**Applicants**” and together with Payless ShoeSource Canada LP, the “**Payless Canada Entities**”), among other things:
 - (a) abridging the time for service of the Notice of Application and the Application Record herein, if necessary, and validating service thereof;
 - (b) granting a stay of proceedings (the “**Stay of Proceedings**”) in favour of the Payless Canada Entities and their directors and officers (the “**Directors and Officers**”);
 - (c) appointing FTI Consulting Canada Inc. (“**FTI**” or the “**Proposed Monitor**”) to act as monitor (the “**Monitor**”) of the Payless Canada Entities in these CCAA proceedings;
 - (d) appointing Ankura Consulting Group (“**Ankura**”) as Chief Restructuring Organization (“**CRO**”) of the Payless Canada Entities;
 - (e) granting the Administration Charge and Directors’ Charge (each as defined in below); and
 - (f) approving a customary protocol (the “**Cross-Border Protocol**”) for the coordination of these CCAA Proceedings and the U.S. Proceedings (each as defined below) in respect of the Payless Canada Entities and the U.S. Debtors (as defined below).

2. The Grounds for this application are:

Background

- (a) Payless Holdings LLC through its subsidiaries and related parties (collectively, **"Payless"**) including the Payless Canada Entities is the largest specialty family footwear retailer in the Western Hemisphere, offering a wide range of shoes and accessory items at affordable prices;
- (b) The Payless Canada Entities comprise the Canadian operating arm of the Payless global business and sell Payless footwear and merchandise throughout Canada from 248 retail stores across 10 provinces (the **"Canadian Business"**);
- (c) On February 19, 2019, Payless Holdings LLC, the ultimate parent company and certain of its subsidiaries and affiliates, including the Payless Canada Entities, (collectively, the **"U.S. Debtors"**) commenced cases (collectively, the **"U.S. Proceedings"**) under chapter 11 of title 11 of the United States Code (the **"Bankruptcy Code"**) in the United States Bankruptcy Court for the Eastern District of Missouri (the **"U.S. Bankruptcy Court"**);
- (d) In April of 2017, Payless, including the Payless Canada Entities, commenced cases under chapter 11 of the Bankruptcy Code (the **"Prior U.S. Proceedings"**). Immediately thereafter, upon an application to the Canadian Court by Payless Holdings LLC as the foreign representative, the Prior U.S. Proceedings were recognized as a "foreign main proceeding" under section 46 of the CCAA (the **"Prior CCAA Recognition Proceeding"**). The Canadian Court and the U.S. Bankruptcy Court approved a plan of reorganization which was effective as of August 10, 2017 and which, among other things, reduced Payless' debt burden. The information

officer in the Prior CCAA Recognition Proceeding was discharged in November of 2017;

Financial Difficulties and Indebtedness

- (e) Since the implementation of the plan in the prior proceedings, Payless, including the Payless Canada Entities, has been unable to sustain profitable operations in the current retail environment as a result of various factors including inventory flow disruption, same store sales declines resulting in excess inventory, and challenging retail market conditions. The Payless Canada Entities reported a net loss of approximately USD\$12 million for the 12 months ending January 4, 2019;
- (f) The Payless Canada Entities have guaranteed the obligations of the borrowers under the ABL Credit Facility and the Term Loan Credit Facility (each as defined in the Initial Affidavit). The borrowers under the ABL Credit Facility and the Term Loan Facility are in default under each of the ABL Credit Facility and the Term Loan Credit Facility. As of February 18, 2019, an aggregate principal amount of approximately USD\$156.7 million was outstanding under the ABL Credit Facility and an aggregate principal amount of approximately USD\$277.2 million was outstanding under the Term Loan Credit Facility. Each of the Payless Canada Entities have granted security over their assets in respect of both the ABL Credit Facility and Term Loan Credit Facility;
- (g) The Payless Canada Entities have also failed to pay February rent for approximately 220 of the 248 Canadian stores;

Restructuring and Liquidation Analysis

- (h) Payless has determined that it is in the best interests of its stakeholders to cease all operations in North America (including the U.S. and Canada), to liquidate the inventory and owned furniture, fixtures and equipment (“**FF&E**”) and to pursue a reorganization of the Latin American and franchise businesses;
- (i) Although, a stand-alone solution for the Payless Canada Entities was considered, given the cash flow negative operations of the Payless Canada Entities and their dependency on the U.S. infrastructure, the Payless Canada Entities would not be able to operate on a stand-alone basis in the face of a wind down of Payless in the U.S. In the current circumstances, the only viable option available to the Payless Canada Entities is to liquidate the inventory and FF&E of the Canadian stores and wind up the Canadian Business (the “**Canadian Liquidation**”, together with the U.S. liquidation the “**Payless Liquidation**”).
- (j) In late 2018, Payless experienced significant losses of key management personnel. As a result, in early January 2019 Ankura was selected to act as restructuring advisor for Payless, including the Payless Canada Entities. Ankura was appointed as CRO of the Payless Canada Entities, in order to assist with the management of the Payless business and provide restructuring advice and guidance throughout the CCAA Proceedings and U.S. Proceedings. In the CRO engagement letter the Payless Canada Entities have agreed to seek approval of the CRO appointment from the Canadian Court. The CRO intends to work with the Payless Canada Entities’ directors and provide necessary management support throughout the process;

- (k) In order to facilitate the Payless Liquidation, Payless and the Payless Canada Entities with the assistance of the CRO, negotiated and entered into a liquidation consulting agreement (the “**Liquidation Consulting Agreement**”) pursuant to which Payless proposes to engage the Liquidation Consultant to advise on the Payless Liquidation including the Canadian Liquidation. The Liquidation Consulting Agreement is subject to the Payless Canada Entities obtaining a further order of the Court approving the Liquidation Consulting Agreement and the Sale Guidelines (the “**Liquidation Approval Order**”);

- (l) Subject to the Initial Order being granted by the Court, the Payless Canada Entities will serve a Motion Record and the Initial Order on the Payless Canada Entities’ landlords, among other interested parties, which contains the materials in support of a motion returnable on or about February 21, 2019, seeking, *inter alia*, (i) approval of the Liquidation Consulting Agreement, and (ii) extending the Stay of Proceedings to May 10, 2019;

Relief Sought in the Initial Order

- (m) The Payless Canada Entities are insolvent and unable to meet their liabilities as they become due. Without the protection of the Initial Order, including the Stay of Proceedings, the Payless Canada Entities could be subject to adverse actions against them, including actions by landlords, which would limit their ability to undertake the Canadian Liquidation in an orderly manner and which could impact recovery for stakeholders;

- (n) The Payless Canada Entities seek to extend the Stay of Proceedings to protect the directors and officers of the Payless Canada Entities (the “**Directors and Officers**”), on customary terms, who are needed to work with the CRO to effect the

orderly Canadian Liquidation and to prevent stakeholders and others from asserting claims relating to the debts and obligations of the Payless Canada Entities against the Directors and Officers;

- (o) To assist in the conduct of these proceedings, the Payless Canada Entities request that the court approve the appointment of Ankura as CRO and grant Ankura, in its capacity as CRO, certain protections. Ankura is unwilling to continue acting as CRO if the protections in the proposed Initial Order are not granted and Ankura is essential to complete a successful Canadian Liquidation given the reduced levels of management staffing;
- (p) The Payless Canada Entities are seeking a charge on the Property, in priority to all other charges, in the maximum amount of USD\$2 million (the “**Administration Charge**”) to secure the fees and disbursements of the CRO, the Monitor, counsel to the Monitor, and counsel to the Payless Canada Entities, in each case incurred in connection with services rendered to the Payless Canada Entities both before and after the commencement of these CCAA Proceedings;
- (q) The Payless Canada Entities will require the participation of the directors of the Payless Canada Entities during the CCAA Proceedings and proposes to indemnify them by way of a charge on the property of the Payless Canada Entities (the “**Directors’ Charge**”). The Directors’ Charge is proposed to be bifurcated into two portions. The first portion would be a charge specifically over a reserve account which will be created for unpaid wages, vacation pay, certain other employment obligations and certain taxes (the “**Reserve**”) and in the amount of the Reserve at any given point in time. The second portion would be a general charge in the initial

maximum amount of USD\$4 million that would be reduced to USD\$2 million as set forth in the Initial Order.

- (r) The Cross-Border Protocol is consistent with the protocols established in other recent cross-border cases and will ensure effective and efficient coordination and administration of the CCAA Proceedings and the U.S. Proceedings by this Court and the U.S. Bankruptcy Court;
- (s) The other relief in the proposed Initial Order is appropriate in the circumstances;
- (t) FTI has consented to act as Monitor of the Payless Canada Entities, subject to court approval;

Other Grounds

- (u) those further grounds as set out in the Initial Affidavit;
- (v) those further grounds as set out in the pre-filing report of the Proposed Monitor dated February 19, 2019, and the Appendices thereto (the “**Pre-Filing Report**”), to be filed;
- (w) the consent of FTI to act as Monitor, as attached to the Initial Affidavit;
- (x) the provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
- (y) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(2), 16 and 38 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended; and
- (z) such further and other grounds as counsel may advise and this Honourable Court may permit.

The following documentary evidence will be used at the hearing of the motion:

- (a) the Initial Affidavit, and the Exhibits thereto;
- (b) the Pre-Filing Report, to be filed;
- (c) the consent of FTI to act as Monitor dated February 18, 2019; and
- (d) such other material as counsel may advise and this Honourable Court may permit.

February 19, 2019

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Schedule "A"

Court File No.

**ONTARIO
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THE HONOURABLE REGIONAL)	[TUESDAY, THE 19 th]
)	
SENIOR JUSTICE MORAWETZ)	DAY OF FEBRUARY, 2019

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.**

(the "**Applicants**")

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Stephen Marotta sworn February [18], 2019 (the "**Marotta Affidavit**") and the Exhibits thereto, and the pre-filing report dated February [19], 2019 of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the proposed Monitor of the Payless Canada Entities (as defined below) (the "**Pre-Filing Report**") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and Payless ShoeSource Canada LP (each a "**Payless Canada Entity**" and collectively, the "**Payless Canada Entities**"), counsel to FTI, counsel to Wells Fargo Bank, National Association (the "**ABL Agent**"), and counsel to Cortland Products Corp. (the "**Term Loan Agent**"), and no one appearing for any other party although duly served as appears from the affidavit of service of [NAME] sworn February [19], 2019 and on reading the consent of FTI to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not an Applicant, Payless ShoeSource Canada LP shall be bound by this Order as though it were an Applicant, enjoy the benefits of the protections and authorizations provided by this Order and shall be subject to the restrictions contained herein.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Payless Canada Entities, individually or collectively, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Payless Canada Entities shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, each of the Payless Canada Entities shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. Each of the Payless Canada Entities shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, advisors, experts, accountants, counsel and such other persons (collectively, the “**Assistants**”) currently retained or employed by or with respect to it, with liberty to retain such further Assistants, including without limitation, a real estate advisor to assist in the monetization of the Payless Canada Entities’ real property leases, as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Payless Canada Entities shall be entitled to continue to utilize the central cash management system currently in place as described in the Marotta

Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by each of the Payless Canada Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Payless Canada Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that each of the Payless Canada Entities’ existing depository and disbursement banks (collectively, the “**Banks**”) is authorized to debit the applicable Payless Canada Entity’s accounts in the ordinary course of business without the need for further order of this Court for: (i) all cheques drawn on the Payless Canada Entities’ accounts which are cashed at such Bank’s counters or exchanged for cashier’s cheques by the payees thereof prior to the date of this Order; (ii) all cheques or other items deposited in one of Payless Canada Entities’ accounts with such Bank prior to the date of this Order which have been dishonoured or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Payless Canada Entities were responsible for such items prior to the date of this Order; and (iii) all undisputed pre-filing amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

7. THIS COURT ORDERS that any of the Banks may rely on the representations of the applicable Payless Canada Entity with respect to whether any cheques or other payment order drawn or issued by the Payless Canada Entities prior to the date of this Order should be honoured pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the applicable Payless Canada Entities as provided for herein.

8. THIS COURT ORDERS that (i) those certain existing deposit agreements between the Banks shall continue to govern the post-filing cash management relationship between the

Payless Canada Entities and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, and (ii) either the Payless Canada Entities or the Banks may, without further Order of this Court, implement changes to the Cash Management Systems and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

9. THIS COURT ORDERS that each of the Payless Canada Entities shall be entitled but not required to pay the following expenses and satisfy the following obligations whether incurred prior to, on or after the date of this Order to the extent such expenses are incurred and payable by such Payless Canada Entity:

- (a) all outstanding and future wages, salaries, employee benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements), vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing and servicing expenses;
- (b) the fees and disbursements of any Assistants retained or employed by or with respect to any of the Payless Canada Entities in respect of these proceedings, in accordance with the terms of their respective engagements; and
- (c) with the consent of the Monitor, amounts owing for goods or services supplied to the Payless Canada Entities prior to the date of this Order by third party suppliers if, in the opinion of the Payless Canada Entities following consultation with the Monitor, such payment is necessary to maintain the uninterrupted operations of the Business.

10. THIS COURT ORDERS that, except as otherwise provided to the contrary herein each of the Payless Canada Entities shall be entitled but not required to pay all reasonable expenses incurred by such Payless Canada Entity in carrying on the Business in the ordinary course on or after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to such Payless Canada Entity following the date of this Order.

11. THIS COURT ORDERS that each of the Payless Canada Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services taxes, harmonized sales taxes, or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by such Payless Canada Entity in connection with the sale of goods and services by such Payless Canada Entity, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by any of the Payless Canada Entities.

12. THIS COURT ORDERS that, except (i) as specifically permitted herein; or (ii) for repayments of the obligations owing under the ABL Credit Facility (as defined in the Marotta Affidavit) in the amounts noted as Canadian Excess Proceeds in the Cash Flow Statement attached to the Pre-Filing Report, as such Cash Flow Statement may be amended to time to

time with the consent of the Payless Canada Entities, the ABL Agent and the Monitor, or further Order of this Court, each of the Payless Canada Entities is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Payless Canada Entities to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

12A. THIS COURT ORDERS that the payments to be made by each of the Payless Canada Entities as authorized by this Order shall be materially consistent with the Cash Flow Statement, including without limitation the establishment and funding of the Reserve (as detailed in the Cash Flow Statement) in a separate Payless Canada Entity bank account (the “**Reserve Account**”). Payments shall only be made from the Reserve Account with the consent of the Monitor to satisfy those items for which the Reserve was established or by further Order of the Court. For greater certainty, no Reserve amounts shall be subject to repayment as Canadian Excess Proceeds or otherwise without further Order of the Court.

12B. THIS COURT ORDERS that the Payless Canada Entities, in consultation with the Monitor, shall provide periodic reporting to the ABL Agent on a weekly basis (unless otherwise agreed) until the ABL Credit Facility is repaid in full, with respect to the actual and projected receipts and disbursements of the Payless Canada Entities in a form to be agreed upon between the Payless Canada Entities and the ABL Agent, in consultation with the Monitor.

RESTRUCTURING

13. THIS COURT ORDERS that each of the Payless Canada Entities shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$500,000 in the aggregate; and
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit each of the Payless Canada Entities to proceed with an orderly restructuring of the Business.

REAL PROPERTY LEASES

14. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Payless Canada Entity which is responsible for such payment shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) but, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of any of the Payless Canada Entities or any affiliate thereof, the making of this Order, or the commencement of any insolvency proceeding (including, without limitation, the U.S. Proceedings, as defined in the Cross-Border Protocol) in respect of any of the Payless Canada Entities or any affiliate thereof in the United States or any other foreign jurisdiction (a “**Foreign Proceeding**”) or as otherwise may be negotiated between the applicable Payless Canada Entity and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

15. THIS COURT ORDERS that the relevant Payless Canada Entity shall provide each of the relevant landlords with notice of the relevant Payless Canada Entity’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the relevant Payless Canada Entity’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Payless Canada Entity, or by further Order of this Court upon application by the Payless Canada Entities on at least two (2) days notice to such landlord and any such secured creditors. If any of the Payless Canada Entities disclaims or

resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the relevant Payless Canada Entity's claim to the fixtures in dispute.

16. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA by any of the Payless Canada Entities, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Payless Canada Entity and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the relevant Payless Canada Entity in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

17. THIS COURT ORDERS that, notwithstanding anything to the contrary in any real property lease or elsewhere, the Payless Canada Entities shall have no obligation to stock or restock and/or operate from any of its locations.

NO PROCEEDINGS AGAINST ANY OF THE PAYLESS CANADA ENTITIES, THE BUSINESS OR THE PROPERTY

18. THIS COURT ORDERS that until and including March 21, 2019, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of any of the Payless Canada Entities or the Monitor, or affecting any of the Business or the Property, except with the written consent of the applicable Payless Canada Entity(ies) and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Payless Canada Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

19. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “Persons” and each being a “Person”) against or in respect of any of the Payless Canada Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Payless Canada Entity(ies) and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower any of the Payless Canada Entities to carry on any business which such entity is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

20. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Payless Canada Entities, except with the written consent of the applicable Payless Canada Entity(ies) and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

21. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with any of the Payless Canada Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefits services, customs clearing, warehouse and logistics, insurance, transportation services, utility or other services to the Business or any of the Payless Canada Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Payless Canada Entities, and that each of the Payless Canada Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names,

provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the appropriate Payless Canada Entity(ies) in accordance with normal payment practices of such Payless Canada Entity(ies) or such other practices as may be agreed upon by the supplier or service provider and each of the appropriate Payless Canada Entity(ies) and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Payless Canada Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Payless Canada Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Payless Canada Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligation.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. THIS COURT ORDERS that each of the Payless Canada Entities shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of each of the Payless Canada Entities after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. THIS COURT ORDERS that the directors and officers of each of the Payless Canada Entities shall, as security for the indemnity provided in paragraph 24 of this Order, be entitled to the benefit of and are hereby granted (i) a charge on the funds in the Reserve Account in the amount of the funds held in the Reserve Account at any point in time (the “**Directors’ Reserve Charge**”) and (ii) a charge on the Property which charge shall not exceed a maximum amount of USD\$4 million until March 21, 2019 and thereafter shall automatically reduce without any further order of this Court, to the maximum amount of USD\$2 million (the “**Directors’ General Charge**” and together with the Directors’ Reserve Charge, the “**Directors’ Charge**”). The Directors’ Charge shall have the priority set out in paragraphs 45 and 47 herein.

26. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) each of the Payless Canada Entities’ directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPROVAL OF THE CRO ENGAGEMENT

27. THIS COURT ORDERS that the agreement dated as of January 24, 2019 pursuant to which the Payless Canada Entities have engaged Ankura Consulting Group, LLC (“**Ankura**”) to act as Chief Restructuring Organization (the “**CRO**”) through the services of Stephen Marotta, Adrian Frankum and other employees of Ankura, a copy of which is attached as Exhibit “**H**” to the Marotta Affidavit as may be amended by the parties thereto with the consent of the Monitor (the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof, are hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

28. THIS COURT ORDERS that, subject to the provisions of the CCAA, this Order and any subsequent Order of this Court, the CRO is authorized to exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter and subject to the terms thereof, together with such other powers, responsibilities and duties as may be agreed upon by the CRO and approved by this Court (collectively, the “**CRO Powers**”), including, without limitation, the power to:

- (a) make decisions with respect to the day to day aspects of the management and operations of the Business, including, without limitation, organization, human resources, marketing, sales, operations, supply chain, finance and administration, in such manner and take such actions and steps, as the CRO deems reasonably necessary and appropriate, and execute such documents and writings as required to cause or permit each of the Payless Canada Entities to do all things authorized, directed and permitted pursuant to the CCAA, the terms of this Order, and any subsequent Orders of this Court, subject to the terms of those Orders;
- (b) subject to the terms of this Order, realize and dispose of the Property of each of the Payless Canada Entities on behalf of such Payless Canada Entity(ies), including, without limitation, to negotiate and enter into agreements on behalf of each of the Payless Canada Entities with respect to the sale or other disposition of all or any part of the Property;
- (c) represent each of the Payless Canada Entities in any negotiations with any other stakeholders and their professional constituencies, including vendors and suppliers;
- (d) assist the Payless Canada Entities with store closures and liquidations;
- (e) evaluate the short-term company-prepared cash flows and financing requirements of the Payless Canada Entities as they relate to these proceedings;
- (f) assist the Payless Canada Entities in the preparation and oversight of financial statements and schedules, monthly operating reports, and other information required in these proceedings, as applicable;
- (g) assist the Payless Canada Entities in obtaining court approval and administration of financing including developing forecasts and information, and any insolvency related claims management and reconciliation process;
- (h) work with the Payless Canada Entities, and their retained professionals, as appropriate, to assess any offer(s) made to one or more of the Payless Canada Entities;

- (i) communicate with and provide information to the Monitor, and its advisors, regarding the Business and affairs of each of the Payless Canada Entities;
- (j) assist the Monitor, as requested by the Monitor, in connection with the powers given to the Monitor; and
- (k) work with the Assistants and the Monitor in respect of all of the foregoing;

provided that, in each case such actions, agreements, expenses and obligations shall be construed to be those of the appropriate Payless Canada Entity and not of the CRO personally.

29. THIS COURT ORDERS that none of the CRO, Stephen Marotta, Adrian Frankum or such other employees of Ankura, shall be or be deemed to be a director, officer or employee of any of the Payless Canada Entities.

30. THIS COURT ORDERS that the CRO shall not, as a result of the performance of its obligations and duties in accordance with the terms of the CRO Engagement Letter and this Order, be deemed to be in Possession (as defined below) of any of the Property within the meaning of any Environmental Legislation (as defined below); provided, however, if the CRO is nevertheless later found to be in Possession of any Property, then the CRO, as the case may be, shall be deemed to be a Person who has been lawfully appointed to take, or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the *Bankruptcy and Insolvency Act of Canada* (the “**BIA**”) and shall be entitled to the benefits and protections in relation to the applicable Payless Canada Entity and such Property as provided by section 14.06(2) of the BIA to a “trustee” in relation to an insolvent Person and its property.

31. THIS COURT ORDERS that nothing in the CRO Engagement Letter or this Order shall be construed as resulting in the CRO being an employer, successor employer, responsible person or operator within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

32. THIS COURT ORDERS that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the

gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

33. THIS COURT ORDERS that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO, and all rights and remedies of any Person against or in respect of the CRO are hereby stayed and suspended, except with the written consent of the CRO and the Monitor, or with leave of this Court on notice to the Payless Canada Entities, the Monitor, and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Payless Canada Entities, the Monitor, and the CRO at least ten (10) days prior to the return date of any such motion for leave.

34. THIS COURT ORDERS that the obligations of each of the Payless Canada Entities to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of any of the Payless Canada Entities.

35. THIS COURT ORDERS that (i) any indemnification obligations of any of the Payless Canada Entities in favour of the CRO and (ii) payment obligations of any of the Payless Canada Entities to the CRO shall be entitled to the benefit of and shall form part of the Administration Charge (as defined below) set out herein.

APPOINTMENT OF MONITOR

36. THIS COURT ORDERS that FTI is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of each of the Payless Canada Entities with the powers and obligations set out in the CCAA or set forth herein and that each of the Payless Canada Entities and its shareholders, officers, directors, and Assistants and the CRO shall advise the Monitor of all material steps taken by such Payless Canada Entity pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

37. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor each of the Payless Canada Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise each of the Payless Canada Entities in its development of the Plan and any amendments to the Plan;
- (d) assist each of the Payless Canada Entities, to the extent required by the Payless Canada Entity, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of each of the Payless Canada Entities, to the extent that is necessary to adequately assess the Payless Canada Entities' business and financial affairs or to perform its duties arising under this Order;
- (f) assist each of the Payless Canada Entities with respect to any Foreign Proceeding and monitor and report to this Court, as it deems appropriate, on the Foreign Proceeding;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (h) perform such other duties as are required by this Order or by this Court from time to time.

38. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

39. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and similar legislation in other provinces and territories and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

40. THIS COURT ORDERS that the Monitor shall provide any creditor of any of the Payless Canada Entities with information provided by such Payless Canada Entity in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by any of the Payless Canada Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the applicable Payless Canada Entity(ies) may agree.

41. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

42. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Payless Canada Entities shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Payless Canada Entities as part of the costs of these

proceedings. The Payless Canada Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Payless Canada Entities in accordance with the payment terms, including the use of retainers as previously paid, as agreed between or on behalf of the Payless Canada Entities and such parties.

43. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

44. THIS COURT ORDERS that the CRO, the Monitor, counsel to the Monitor, and counsel to the Payless Canada Entities shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD\$2 million, as security for the professional fees and disbursements incurred by the CRO, the Monitor, counsel to the Monitor, and counsel for the Payless Canada Entities at each of their standard rates and charges and on the terms set forth in their respective engagement letters, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. THIS COURT ORDERS that the priorities of the Directors’ Charge and the Administration Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of USD\$2 million); and

Second – Directors’ Charge (for the amounts set out in paragraph 25 hereof).

46. THIS COURT ORDERS that the filing, registration or perfection of the Directors’ Charge or the Administration Charge (collectively, the “**Charges**”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. THIS COURT ORDERS that each of the Directors’ Charge and the Administration Charge (each as constituted and defined herein) shall constitute a charge on the Property and

such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person notwithstanding the order of perfection or attachment, other than any validly perfected security interest under the *Personal Property Security Act* (Ontario) or such other applicable provincial legislation that has not been served with notice of this Order. For the avoidance of doubt: (i) the Administration Charge and (ii) the Directors' Charge shall rank in priority to the security interest of the ABL Agent and the Term Loan Agent.

48. THIS COURT ORDERS that the Payless Canada Entities shall be entitled, on a subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead of any Encumbrance over which the Charges have not obtained priority.

49. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, none of the Payless Canada Entities shall grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge or the Administration Charge, unless the applicable Payless Canada Entity(ies) also obtains the prior written consent of the Monitor and the beneficiaries of the Directors' Charge and/or the Administration Charge, as applicable, or further Order of this Court.

50. THIS COURT ORDERS that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any of the Payless Canada Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by any of the Payless Canada Entities of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any obligation or Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by any of the Payless Canada Entities pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

51. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Payless Canada Entity(ies) interest in such real property leases.

CROSS-BORDER PROTOCOL

52. THIS COURT ORDERS that the cross-border protocol in the form attached as Schedule “A” hereto (the “**Cross-Border Protocol**”) is hereby approved and shall become effective upon its approval by the United States Bankruptcy Court for the Eastern District of Missouri, and the parties to these proceedings and any other Person shall be governed by and shall comply with the Cross-Border Protocol.

SERVICE AND NOTICE

53. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) and *Le Devoir* a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the Payless Canada Entities of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

54. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://cfcanada.fticonsulting.com/paylesscanada/> (the “**Website**”).

55. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Website, provided that the Monitor shall have no liability in respect of the accuracy of, or the timeliness of making any changes to, the Service List.

56. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Payless Canada Entities and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to any of the Payless Canada Entities’ creditors or other interested parties at their respective addresses as last shown on the records of any of the Payless Canada Entities and that any such service or distribution shall be deemed to be received (a) if sent by courier, on the next business day following the date of forwarding thereof, (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

57. THIS COURT ORDERS that the Payless Canada Entities and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Payless Canada Entities’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial

obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

58. THIS COURT ORDERS that each of the Payless Canada Entities or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions concerning the discharge of its powers and duties under this Order or in the interpretation or application of this Order.

59. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Payless Canada Entities, the Business or the Property.

60. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this Order and to assist each of the Payless Canada Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to each of the Payless Canada Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist each of the Payless Canada Entities and the Monitor and their respective agents in carrying out the terms of this Order.

61. THIS COURT ORDERS that each of the Payless Canada Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that Payless ShoeSource Canada Inc. is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

62. THIS COURT ORDERS that any interested party (including any of the Payless Canada Entities and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

63. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

Schedule “A”

CROSS-BORDER INSOLVENCY PROTOCOL

This cross-border insolvency protocol (the “Protocol”) shall govern the conduct of all parties in interest in the Insolvency Proceedings (as such term is defined herein).

The Guidelines for Communication and Cooperation Between Courts in Cross-Border Insolvency Matters (the “Guidelines”), annexed as “Schedule A” hereto, shall be incorporated by reference and form part of this Protocol. To the extent there is any discrepancy between the Protocol and the Guidelines, this Protocol shall prevail.

A. Background

1. On February 18, 2019 (the “Petition Date”), Payless Holdings LLC and certain of its subsidiaries and affiliates (collectively, the “Debtors”)¹ commenced cases (collectively, the “U.S. Proceedings”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Missouri.

2. On February 19, 2019, certain of the Debtors, specifically Payless ShoeSource Canada Inc. and Payless ShoeSource Canada GP Inc., (together with Payless ShoeSource Canada LP, the “Canadian Debtors”), also sought protection in Canada (the “Canadian Proceedings” and

¹ The Debtors (as defined herein) in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Payless Holdings LLC [5704]; Payless Intermediate Holdings LLC [5190]; WBG-PSS Holdings LLC [0673]; Payless Inc. [3160]; Payless Finance, Inc. [2101]; Collective Brands Services, Inc. [7266]; PSS Delaware Company 4, Inc. [1466]; Shoe Sourcing, Inc. [4075]; Payless ShoeSource, Inc. [4097]; Eastborough, Inc. [2803]; Payless Purchasing Services, Inc. [3043]; Payless ShoeSource Merchandising, Inc. [0946]; Payless Gold Value CO, Inc. [3581]; Payless ShoeSource Distribution, Inc. [0944]; Payless ShoeSource Worldwide, Inc. [6884]; Payless NYC, Inc. [4126]; Payless ShoeSource of Puerto Rico, Inc. [9017]; Payless Collective GP, LLC [2940]; Collective Licensing, LP [1256]; Collective Licensing International LLC [5451]; Clinch, LLC [9836]; Collective Brands Franchising Services, LLC [3636]; Payless International Franchising, LLC [6448]; Collective Brands Logistics, Limited [6466]; Dynamic Assets Limited [1978]; PSS Canada, Inc. [4969]; Payless ShoeSource Canada Inc. [4180]; Payless ShoeSource Canada GP Inc. [4182]; and Payless ShoeSource Canada LP [4179]. With respect to certain taxing authorities, the Debtors’ address is 2001 Bryan Street, Suite 800, Dallas, TX 75201. However, the location of Debtor Payless Holdings LLC’s corporate headquarters and the Debtors’ service address is: c/o Payless ShoeSource Inc., 3231 S.E. 6th Avenue, Topeka, Kansas 66607.

together with the U.S. Proceedings, the “Insolvency Proceedings”) by filing an application under *the Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) with the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and together with the U.S. Court, the “Courts” and each individually, a “Court”). The remaining Debtors in these chapter 11 cases are domiciled in the United States (the “U.S. Debtors”).

3. The Canadian Debtors sought an initial order from the Canadian Court (as may be amended from time to time, the “CCAA Order”), *inter alia*, (a) granting the Canadian Debtors relief under the CCAA; (b) appointing FTI Consulting Canada Inc. as monitor of the Canadian Debtors (the “Monitor”), with the rights, powers, duties and limitations upon liabilities set forth in the CCAA Order; and (c) granting a stay of proceedings in respect of the Canadian Debtors.

4. The Debtors continue to operate and maintain their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. The Office of the United States Trustee (the “U.S. Trustee”) may appoint an official committee of unsecured creditors (if appointed, the “U.S. Creditors’ Committee”) in the U.S. Proceedings.

B. Purpose and Goals

5. While the U.S. Proceedings and the Canadian Proceedings are full and separate proceedings pending in the United States of America (the “U.S.”) and Canada, the implementation of basic administrative procedures and cross-border guidelines is both necessary and desirable to coordinate certain activities in the Insolvency Proceedings, protect the rights of parties thereto and ensure the maintenance of the Court’s independent jurisdiction and comity. Accordingly, this Protocol has been developed to promote the following mutually desirable goals and objectives in the Insolvency Proceedings:

- (a) harmonize and coordinate activities in the Insolvency Proceedings before the Courts;
- (b) promote the orderly and efficient administration of the Insolvency Proceedings to, among other things, maximize the efficiency of the Insolvency Proceedings, reduce the costs associated therewith and avoid duplication of effort;
- (c) honor the independence and integrity of the Courts and other courts and tribunals of the U.S. and Canada, respectively;
- (d) promote international cooperation and respect for comity among the Courts, the Debtors, the U.S. Creditors’ Committee, the U.S. Representatives (defined below), the Canadian Representatives (defined below and together with the U.S. Representatives, the “Estate Representatives”), the U.S. Trustee and other creditors and interested parties in the Insolvency Proceedings;
- (e) facilitate the fair, open and efficient administration of the Insolvency Proceedings for the benefit of all of the creditors and interested parties of the Debtors, wherever located; and
- (f) implement a framework of general principles to address basic administrative issues arising out of the cross-border and international nature of the Insolvency Proceedings.

C. Comity and Independence of the Courts

6. The approval and implementation of this Protocol shall not divest or diminish the U.S. Court’s and the Canadian Court’s independent jurisdiction over the subject matter of the

U.S. Proceedings and the Canadian Proceedings, respectively. By approving and implementing this Protocol, neither the U.S. Court, the Canadian Court, the Debtors, the Estate Representatives nor any creditors or interested parties shall be deemed to have approved or engaged in any infringement on the sovereignty of the U.S. or Canada.

7. The U.S. Court shall have sole and exclusive jurisdiction and power over the conduct of the U.S. Proceedings and the hearing and determination of matters arising in the U.S. Proceedings. The Canadian Court shall have sole and exclusive jurisdiction and power over the conduct of the Canadian Proceedings and the hearing and determination of matters arising in the Canadian Proceedings.

8. In accordance with the principles of comity and independence established in the preceding paragraphs, nothing contained herein shall be construed to:

- (a) increase, decrease or otherwise modify the independence, sovereignty or jurisdiction of the U.S. Court, the Canadian Court or any other court or tribunal in the U.S. or Canada, including the ability of any such court or tribunal to provide appropriate relief under applicable law on an ex parte or “limited notice” basis;
- (b) require the U.S. Court to take any action that is inconsistent with its obligations under the laws of the U.S.;
- (c) require the Canadian Court to take any action that is inconsistent with its obligations under the laws of Canada;
- (d) require any of the Debtors, the Monitor, the U.S. Creditors’ Committee, the Estate Representatives or the U.S. Trustee to take any action or refrain from taking any action that would result in a breach of any duty imposed on them by any applicable law;
- (e) authorize any action that requires the specific approval of one or both of the Courts under the Bankruptcy Code or the CCAA after appropriate notice and a hearing (except to the extent that such action is specifically described in this Protocol); or
- (f) preclude any of the Debtors, the Monitor, the U.S. Creditors’ Committee, the Estate Representatives, the U.S. Trustee, or any creditor or other interested party

from asserting such party's substantive rights under the applicable laws of the U.S., Canada or any other relevant jurisdiction including, without limitation, the rights of interested parties or affected persons to appeal from the decisions taken by one or both of the Courts.

9. Subject to the terms hereof, the Debtors, the U.S. Creditors' Committee, the Estate Representatives and their respective employees, members, agents and professionals shall respect and comply with the independent, non-delegable duties imposed upon them by the Bankruptcy Code, the CCAA, the CCAA Order and other applicable laws and orders of the Courts, as applicable.

D. Cooperation

10. To assist in the efficient administration of the Insolvency Proceedings and in recognizing that a Debtor may be a creditor of another Debtor's estate, the Debtors and the Estate Representatives shall where appropriate:

- (a) reasonably cooperate with each other in connection with actions taken in both the U.S. Court and the Canadian Court; and
- (b) take any other reasonable steps to coordinate the administration of the U.S. Proceedings and the Canadian Proceedings for the benefit of the Debtors' respective estates and stakeholders, including, without limitation, developing in consultation with the U.S. Creditors' Committee and seeking approval of any cross-border claims protocol by the Canadian and U.S. Courts.

11. To harmonize and coordinate the administration of the Insolvency Proceedings, the U.S. Court and the Canadian Court each may coordinate activities with and defer to the judgment of the other Court, where appropriate and feasible. In furtherance of the foregoing:

- (a) The U.S. Court and the Canadian Court may communicate with one another, with or without counsel present, with respect to any procedural or substantive matter relating to the Insolvency Proceedings;
- (b) Where the issue of the proper jurisdiction or Court to determine an issue is raised by an interested party in either of the Insolvency Proceedings with respect to a

motion or an application filed in either Court, the Court before which such motion or application was initially filed may contact the other Court to determine an appropriate process by which the issue of jurisdiction will be determined. Such process shall be subject to submissions by the Debtors, the Estate Representatives, the U.S. Creditors' Committee, the Monitor, the U.S. Trustee and any interested party before any determination on the issue of jurisdiction is made by either Court; and

- (c) The Courts may, but are not obligated to, coordinate activities in the Insolvency Proceedings such that the subject matter of any particular action, suit, request, application, contested matter or other proceeding is determined in a single Court.

12. The U.S. Court and the Canadian Court may conduct joint hearings with respect to any matter relating to the conduct, administration, determination or disposition of any aspect of the U.S. Proceedings and the Canadian Proceedings, including the interpretation or implementation of this Protocol if both Courts consider such joint hearings to be necessary or advisable and, in particular, to facilitate or coordinate with the proper and efficient conduct of the U.S. Proceedings and the Canadian Proceedings. With respect to any such joint hearing, unless otherwise ordered, the following procedures will be followed:

- (a) a telephone or video link shall be established so that both the U.S. Court and the Canadian Court shall be able to simultaneously hear the proceedings in the other Court;
- (b) notices, submissions, applications, or motions by any party that are or become the subject of a joint hearing of the Courts (collectively, "Pleadings") shall be made or filed initially only to the Court in which such party is appearing and seeking relief. Promptly after the scheduling of any joint hearing, the party submitting such Pleadings to one Court shall file courtesy copies with the other Court. In any event, Pleadings seeking relief from both Courts shall be filed with both Courts.
- (c) any party intending to rely on any written evidentiary materials in support of a submission to the U.S. Court or the Canadian Court in connection with any joint hearing shall file such materials, which shall be identical insofar as possible and shall be consistent with the procedure and evidentiary rules and requirements of each Court, in advance of the time of such hearing or the submissions of such application;

- (d) If a party has not previously appeared in or attorned or does not wish to attorn to the jurisdiction of either Court, it shall be entitled to file such materials without, by the act of filing, being deemed to have attorned to the jurisdiction of the Court in which such material is filed, so long as it does not request in its materials or submissions any affirmative relief from the Court to which it does not wish to attorn;
- (e) the Judge of the U.S. Court and the Justice of the Canadian Court who will hear any such application or motion shall be entitled to communicate with each other in advance of the hearing on the application or motion, with or without counsel being present, to establish guidelines for the orderly submission of pleadings, papers and other materials and the rendering of decisions by the U.S. Court and the Canadian Court, and to address any related procedural, administrative or preliminary matters; and
- (f) the Judge of the U.S. Court and the Justice of the Canadian Court, having heard any such application, shall be entitled to communicate with each other after the hearing on such application or motion, without counsel present, for the purpose of determining whether consistent rulings can be made by both Courts, and coordinating the terms upon which such rulings shall be made, as well as to address any other procedural or non-substantive matter relating to such applications or motions.

13. Notwithstanding the terms of the preceding paragraph, the Protocol recognizes that the U.S. Court and the Canadian Court are independent courts. Accordingly, although the Courts will seek to cooperate and coordinate with each other in good faith, each of the Courts shall be entitled at all times to exercise its independent jurisdiction and authority with respect to:

- (a) the conduct of the parties appearing in matters presented to such Court; and
- (b) matters presented to such Court, including without limitation, the right to determine if matters are properly before such Court.

14. In the interest of cooperation and coordination of these proceedings, each Court shall recognize and consider all privileges applicable to communications between counsel and parties, including those contemplated by the common interest doctrine or like privileges, which would be applicable in each respective Court. Such privileges in connection with

communications shall be applicable in both Courts with respect to all parties to these proceedings having any requisite common interest.

15. Where one Court has jurisdiction over a matter which requires the application of the law of the jurisdiction of the other Court in order to determine an issue before it, the Court with jurisdiction over such matter may, among other things, hear expert evidence or seek the advice and direction of the other Court in respect of the foreign law to be applied, subject to paragraph 38 herein.

E. Retention and Compensation of Estate Representatives and Professionals

16. The Monitor, its officers, directors, employees, counsel, agents, and any other professionals related therefor, wherever located (collectively, the “Monitor Parties”) and any other estate representatives in the Canadian Proceedings and their counsel and other professionals (collectively with the Monitor Parties, the “Canadian Representatives”) shall all be subject to the sole and exclusive jurisdiction of the Canadian Court with respect to all matters, including:

- (a) the Canadian Representatives’ appointment and tenure in office;
- (b) the retention and compensation of the Canadian Representatives;
- (c) the Canadian Representatives’ liability, if any, to any person or entity, including the Canadian Debtors and any third parties, in connection with the Insolvency Proceedings; and
- (d) the hearing and determination of any matters relating to the Canadian Representatives arising in the Canadian Proceedings under the CCAA or other applicable Canadian law.

17. Additionally, the Canadian Representatives, and the Debtors’ Canadian counsel:

- (a) shall be compensated for their services solely in accordance with the CCAA and other applicable Canadian law or orders of the Canadian Court; and

(b) shall not be required to seek approval of their compensation in the U.S. Court.

18. The Monitor Parties shall be entitled to the protections of Bankruptcy Code section 306 and the same protections and immunities in the U.S. as those granted to them under the CCAA and the CCAA Order. In particular, except as otherwise provided in any subsequent order entered in the Canadian Proceedings, the Monitor Parties shall incur no liability or obligations as a result of the appointment of the Monitor, the carrying out of its duties or the provisions of the CCAA and the CCAA Order by the Monitor Parties, except any such liability arising from actions of the Monitor Parties constituting gross negligence or willful misconduct.

19. Any estate representative appointed in the U.S. Proceedings, including without limitation, any restructuring officer appointed under Bankruptcy Code section 306, the U.S. Creditors' Committee and any examiner or trustee appointed pursuant to Bankruptcy Code section 1104, and their respective counsel and other professionals (collectively, the "U.S. Representatives"), shall be subject to the sole and exclusive jurisdiction of the U.S. Court with respect to all matters, including:

- (a) the U.S. Representatives' tenure in office;
- (b) the U.S. Representatives' retention and compensation;
- (c) the U.S. Representatives' liability, if any, to any person or entity, including the U.S. Debtors and any third parties, in connection with the Insolvency Proceedings; and
- (d) the hearing and determination of any other matters relating to the U.S. Representatives arising in the U.S. Proceedings under the Bankruptcy Code or other applicable laws of the U.S.

20. Nothing in this Protocol creates any fiduciary duty, duty of care or other duty owed by the U.S. Representatives to the stakeholders in the Canadian Proceedings or by the

Canadian Representatives to the stakeholders in the U.S. Proceedings that they would not otherwise have in the absence of this Protocol.

21. The U.S. Representatives shall not be required to seek approval of their retention in the Canadian Court. Additionally, the U.S. Representatives:

- (a) shall be compensated for their services solely in accordance with the Bankruptcy Code and other applicable laws of the United States or orders of the U.S. Court; and
- (b) shall not be required to seek approval of their compensation in the Canadian Court.

22. Any professionals retained by or with the approval of the Debtors for Canadian related advice, activities performed in Canada or in connection with the Canadian Proceeding, including, in each case, counsel, financial advisors, accountants, consultants and experts (collectively, the “Canadian Professionals”) shall be subject to the sole and exclusive jurisdiction of the Canadian Court. Accordingly, the Canadian Professionals: (a) shall be subject to the procedures and standards for retention and compensation applicable in the Canadian Court under the CCAA, the CCAA Order any other applicable Canadian law or orders of the Canadian Court; and (b) shall not be required to seek approval of their retention or compensation in the U.S. Court. The Debtors will include the identity and the amount of payments with respect to the Canadian Professionals in the Debtors’ monthly operating reports.

23. Any professionals retained by or with approval of the Debtors for activities performed in the U.S. or in connection with the U.S. Proceedings, including, in each case, counsel, financial advisors, accountants, consultants and experts (collectively, the “U.S. Professionals”) shall be subject to the sole and exclusive jurisdiction of the U.S. Court. Accordingly, the U.S. Professionals: (a) shall be subject to the procedures and standards for

retention and compensation applicable in the U.S. Court under the Bankruptcy Code and any other applicable laws of the U.S. or orders of the U.S. Court; and (b) shall not be required to seek approval of their retention of compensation in the Canadian Court.

24. Any professionals retained by the U.S. Creditors' Committee, including, in each case, counsel and financial advisors (collectively, the "Committee Professionals") shall be subject to the sole and exclusive jurisdiction of the U.S. Court. Accordingly, the Committee Professionals: (a) shall be subject to the procedures and standards for retention and compensation applicable in the U.S. Court under the Bankruptcy Code and any other applicable laws of the U.S. or orders of the U.S. Court; and (b) shall not be required to seek approval of their retention of compensation in the Canadian Court.

F. Rights to Appear and Be Heard

25. Each of the Debtors, their creditors and other interested parties in the Insolvency Proceedings, including the Canadian Representatives, and the U.S. Representatives shall have the right and standing to:

- (a) appear and be heard in either the U.S. Court or the Canadian Court in the Insolvency Proceedings to the same extent as a creditor and other interested party domiciled in the forum country, but solely to the extent such party is a creditor or other interested party in the subject forum, subject to any local rules or regulations generally applicable to all parties appearing in the forum; and
- (b) subject to 25(a) above, file notices of appearance or other papers with the Clerk of the U.S. Court or the Canadian Court in the Insolvency Proceedings; *provided, however,* that any appearance or filing may subject a creditor or interested party to the jurisdiction of the Court in which the appearance or filing occurs; provided further, that appearance by the U.S. Creditors' Committee in the Canadian Proceedings shall not form a basis for personal jurisdiction in Canada over the members of the U.S. Committee. Notwithstanding the foregoing, and in accordance with the policies set forth above:
 - (i) the Canadian Court shall have jurisdiction over the U.S. Representatives and the U.S. Trustee solely with respect to the particular matters as to

which the U.S. Representatives or the U.S. Trustee appear before the Canadian Court; and

- (ii) the U.S. Court shall have jurisdiction over the Canadian Representatives solely with respect to the particular matters as to which the Canadian Representatives appear before the U.S. Court.

26. Solely with respect to consensual due diligence the U.S. Creditors' Committee will execute confidentiality agreements in the form to be agreed to by the Canadian Debtors and the U.S. Creditors' Committee.

G. Claims Protocol

27. It may be necessary to implement a specific claims protocol to address, among other things and without limitation, the timing, process, jurisdiction and applicable governing law to be applied to the resolution of claims filed by the Debtors' creditors (including intercompany claims) in the Canadian Proceedings and the U.S. Proceedings. In such event, and in recognition of the inherent complexities of the intercompany claims that may be asserted in the Insolvency Proceedings, the Debtors shall submit a specific claims protocol.

H. Notice

28. Notice of any motion, application or other pleading or paper filed in one or both of the Insolvency Proceedings relating to matters addressed by this Protocol and notice of any related hearings or other proceedings shall be given by appropriate means (including, where circumstances warrant, by courier or electronic forms of communication) to the following:

- (a) all creditors and other interested parties in accordance with the practice of the jurisdiction where the papers are filed or the proceedings are to occur and order of the applicable court ; and
- (b) to the extent not otherwise entitled to receive notice under subpart (a) of this paragraph, to:

- (i) U.S. Counsel to the Debtors, Akin Gump Stauss Hauer & Feld LLP, Bank of America Tower, 1 Bryant Park, New York, NY 10036, USA (Attn: Meredith Lahaie and Kevin Zuzolo) and Armstrong Teasdale LLP, 7700 Forsyth Blvd., Suite 1800, St. Louis, MO 63105, USA (Attn: Erin Edelman and John Willard);
- (ii) Canadian Counsel to the Debtors, Cassels Brock & Blackwell LLP, 2100, 40 King Street West, Toronto, ON Canada, M5H 3C2 (Attn: Ryan Jacobs, Jane Dietrich, Natalie Levine);
- (iii) the Monitor, FTI Consulting Canada Inc., TD Waterhouse Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104, Toronto, ON Canada, M5K 1G8 (Attn: Greg Watson, Paul Bishop), and its counsel, Bennett Jones LLP, 3400, One First Canadian Place, Toronto, ON Canada, M5X 1A4 (Attn: Sean Zweig, Kevin J. Zych);
- (iv) Counsel to the ABL Agent, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110 (Attn: Kevin Simard, Doug Gooding and Jonathan Marshall); Thompson Coburn LLP, One US Bank Plaza, St. Louis, MO 63101 (Attn: Mark Bossi); and Norton Rose Fulbright Canada LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, ON Canada, M5J 2Z4 (Attn: Tony Reyes and David Amato);
- (v) Counsel to the Ad Hoc Term Lender Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, USA (Attn: Stephen D. Zide); Doster, Ullom & Boyle, LLC, 16090 Swingley Ridge Road, Suite 620, Chesterfield, Missouri 63017, USA (Attn: Gregory D. Willard); and Fasken Martineau DuMoulin LLP, Bay Adelaide Centre, 333 Bay Street, Suite 2400, P.O. Box 20, Toronto, ON Canada, M5H 2T6 (Attn: Stuart Brotman)
- (vi) Counsel to any statutory committee or any other official appointed in the U.S. Proceedings;
- (vii) the Office of the United States Trustee for Eastern District of Missouri;
- (viii) such other parties as may be designated by either Court from time to time.

29. Notice in accordance with this paragraph may be designated by either of the Courts from time to time. Notice in accordance with this paragraph shall be given by the party otherwise responsible for effecting notice in the jurisdiction where the underlying papers are

filed or the proceedings are to occur. In addition to the foregoing, upon request, the U.S. Debtors or the Canadian Debtors shall provide the U.S. Court or the Canadian Court, as the case may be, with copies of any orders, decisions, opinions or similar papers issued by the other Court in the Insolvency Proceedings.

30. When any cross-border issues or matters addressed by this Protocol are to be addressed before a Court, notices shall be provided in the manner and to the parties referred to in paragraph 28 above.

I. Recognition of Stays of Proceedings

31. The Canadian Court hereby recognizes the validity of the stay of proceedings and actions against or respecting the U.S. Debtors and their property under Bankruptcy Code section 362 (the "U.S. Stay"). In implementing the terms of this paragraph, the Canadian Court may consult with the U.S. Court regarding the interpretation, extent, scope and applicability of the U.S. Stay, and any orders of this U.S. Court modifying or granting relief from the U.S. Stay.

32. The U.S. Court hereby recognizes the validity of the stay of proceedings and actions against or respecting the Canadian Debtors, its property and the current and former directors and officers of the Canadian Debtors under the CCAA and the CCAA Order (the "Canadian Stay"). In implementing the terms of this paragraph, the U.S. Court may consult with the Canadian Court regarding the interpretation, extent, scope and applicability of the Canadian Stay, and any orders of the Canadian Court modifying or granting relief from the Canadian Stay.

33. Nothing contained herein shall affect or limit the Debtors or other parties' rights to assert the applicability or non-applicability of the U.S. Stay or the Canadian Stay to any particular proceeding, property, asset, activity or other matter, wherever pending or located. Subject to the terms hereof: (a) any motion with respect to the application of the stay of

proceedings issued by the Canadian Court in the CCAA Proceeding shall be heard and determined by the Canadian Court and (b) any motion with respect to the application of the stay under Bankruptcy Code section 362 shall be heard and determined by the U.S. Court.

J. Effectiveness; Modification

34. This Protocol shall become effective only upon its approval by both the U.S. Court and the Canadian Court.

35. This Protocol may not be supplemented, modified, terminated or replaced in any manner except by the U.S. Court and the Canadian Court after notice and a hearing. Notice of any legal proceeding to supplement, modify, terminate or replace this Protocol shall be given in accordance with the notice provision contained in this Protocol.

K. Procedure for Resolving Disputes Under the Protocol

36. Disputes relating to the terms, intent or application of this Protocol may be addressed by interested parties to either the U.S. Court, the Canadian Court or both Courts upon notice as set forth in paragraphs 28 and 29 above. In rendering a determination in any such dispute, the Court to which the issue is addressed:

- (a) shall consult with the other Court; and
- (b) may, in its sole discretion, either:
 - (i) render a binding decision after such consultation;
 - (ii) defer to the determination of the other Court by transferring the matter, in whole or in part, to the other Court; or
 - (iii) seek a joint hearing of both Courts.

37. Notwithstanding the foregoing, each Court in making a determination shall have regard to the independence, comity or inherent jurisdiction of the other Court established under existing law.

38. In implementing the terms of the Protocol, the U.S. Court and the Canadian Court may, in their sole, respective discretion, provide advice or guidance to each other with respect to legal issues in accordance with the following procedures:

- (a) The U.S. Court or the Canadian Court, as applicable, may determine that such advice or guidance is appropriate under the circumstances;
- (b) The Court issuing such advice or guidance shall provide it to the non-issuing Court in writing;
- (c) Copies of such written advice or guidance shall be served by the applicable Court in accordance with paragraph 28 hereof; and
- (d) The Courts may jointly decide to invite the Debtors, the Estate Representatives, the U.S. Trustee, the Monitor and any other affected or interested party to make submissions to the appropriate Court in response to or in connection with any written advice or guidance received from the other Court.

39. For clarity, the provisions of paragraph 38 shall not be construed to restrict the ability of the U.S. Court or the Canadian Court to confer, as provided above, whenever they deem it appropriate to do so.

L. Preservation of Rights

40. Except as specifically provided herein, neither the terms of this Protocol nor any actions taken under the terms of this Protocol shall (a) prejudice or affect the powers, rights, claims and defenses of the Debtors and their estates, the Estate Representatives, the U.S. Trustee, the Monitor or any of the Debtors' creditors under applicable law, including the Bankruptcy Code, the CCAA and the Orders of the Courts or (b) preclude or prejudice the rights of any

person to assert or pursue such person's substantive rights against any other person under the applicable laws of the United States or Canada.

41. The question of the degree of standing of the U.S. Creditors' Committee in the Canadian Court remains an open issue. This Protocol is without prejudice to the question one way or the other.

- (a) The Court issuing such advice or guidance shall provide it to the non-issuing Court in writing;
- (b) Copies of such written advice or guidance shall be served by the applicable Court in accordance with paragraph 28 hereof; and
- (c) The Courts may jointly decide to invite the Debtors, the Estate Representatives, the U.S. Trustee, the Monitor and any other affected or interested party to make submissions to the appropriate Court in response to or in connection with any written advice or guidance received from the other Court.

42. For clarity, the provisions of paragraph 38 shall not be construed to restrict the ability of the U.S. Court or the Canadian Court to confer, as provided above, whenever they deem it appropriate to do so.

M. Preservation of Rights

43. Except as specifically provided herein, neither the terms of this Protocol nor any actions taken under the terms of this Protocol shall (a) prejudice or affect the powers, rights, claims and defenses of the Debtors and their estates, the Estate Representatives, the U.S. Trustee, the Monitor or any of the Debtors' creditors under applicable law, including the Bankruptcy Code, the CCAA and the Orders of the Courts or (b) preclude or prejudice the rights of any person to assert or pursue such person's substantive rights against any other person under the applicable laws of the United States or Canada.

44. The question of the degree of standing of the U.S. Creditors' Committee in the Canadian Court remains an open issue. This Protocol is without prejudice to the question one way or the other.

Schedule A

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
- (i) the efficient and timely coordination and administration of Parallel Proceedings;
 - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
 - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
 - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
 - (v) the sharing of information in order to reduce costs; and
 - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties² in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.³
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

² The term “parties” when used in these Guidelines shall be interpreted broadly.

³ Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,⁴ following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

COMMUNICATION BETWEEN COURTS

⁴ In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (i) In the normal case, parties may be present.
- (ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by

making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable _in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

Court File No.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

INITIAL ORDER

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
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PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF APPLICATION

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TAB 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS
SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.**

(the "Applicants")

AFFIDAVIT OF STEPHEN MAROTTA
(sworn February 18, 2019)

I, Stephen Marotta, of Morris County, in the State of New Jersey, MAKE OATH AND
SAY:

1. I am a senior Managing Director at Ankura Consulting Group, LLC ("**Ankura**"), the Chief Restructuring Organization ("**CRO**") of Payless ShoeSource Canada Inc. and Payless ShoeSource Canada GP Inc. (the "**Applicants**" and together with Payless ShoeSource Canada LP, ("**Payless Canada LP**") the "**Payless Canada Entities**"). I also serve as the Chief Restructuring Officer of Payless Holdings LLC and twenty-three of its affiliated companies (collectively, with the Payless Canada Entities, the (collectively, the "**U.S. Debtors**"). As such I am familiar with the Payless Canada Entities' day-to-day operations, business, financial affairs, and books and records and I have personal knowledge of the Payless Canada Entities and the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

2. All references to currency in this affidavit are references to Canadian dollars unless otherwise indicated. For ease of reference, my affidavit is organized as follows:

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I. OVERVIEW

3. This affidavit is sworn in support of an application under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") before the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") for an Order (the "**Initial Order**") in respect of the Payless Canada Entities, among other things:

- (a) granting a stay of proceedings in favour of the Payless Canada Entities and their officers and directors (the "**Stay of Proceedings**");
- (b) appointing FTI Consulting Canada Inc. ("**FTI**" or the "**Proposed Monitor**") to act as monitor (the "**Monitor**") of the Payless Canada Entities in these CCAA proceedings;
- (c) appointing Ankura as CRO of the Payless Canada Entities;
- (d) granting the Administration Charge and Directors' Charge (each as defined below); and
- (e) approving the Cross-Border Protocol (as defined below).

4. I also swear this affidavit in support of a motion (the "**Comeback Motion**"), which the Applicants propose to be heard on or about February 21, 2019 (subject to the Initial Order being granted by the Court) for an Order (the "**Liquidation Approval Order**"), among other things: (i) approving the Liquidation Consulting Agreement and Sale Guidelines (each as defined below), and (ii) extending the Stay of Proceedings, if granted, until May 10, 2019.

5. I expect that on or about February 18, 2019, the U.S. Debtors (including the Payless Canada Entities) will commence cases (collectively, the "**U.S. Proceedings**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy

Court for the Eastern District of Missouri (the “**U.S. Bankruptcy Court**”).¹ I understand from the U.S. Debtors’ restructuring counsel, Akin Gump Strauss Hauer & Feld LLP (“**Akin**”), that the U.S. Debtors obtained an automatic stay of proceedings in the United States upon the filing of the petitions. The U.S. Debtors’ “First Day Motions” are scheduled to be heard by the U.S. Bankruptcy Court on the afternoon of February 19, 2019.

6. I understand from Akin that the form of orders to be requested in the First Day Motions in the U.S. Bankruptcy Court will contain language to reflect the intention that with respect to the Payless Canada Entities, if there are inconsistencies in the relief granted by the U.S. Bankruptcy Court and the Canadian Court, that the orders of the Canadian Court will govern.

7. I understand that a copy of my first day declaration (the “**U.S. Declaration**”) which will be filed in the U.S. Proceedings will be attached to the pre-filing report of the Proposed Monitor. The U.S. Declaration will provide a comprehensive overview of the U.S. Debtors’ business, assets, and financial and liquidity challenges that have necessitated the commencement of the U.S. Proceedings, and these proceedings under the CCAA (the “**CCAA Proceedings**”). This affidavit provides additional information specific to the Payless Canada Entities and the application under the CCAA.

8. Payless Holdings LLC through its subsidiaries and related parties (collectively, “**Payless**”) is the largest specialty family footwear retailer in the Western Hemisphere, offering a

¹ The U.S. Debtors and the last four digits of each U.S. Debtor’s federal taxpayer identification number are as follows: Payless Holdings LLC [5704]; Payless Intermediate Holdings LLC [N/A]; WBG-PSS Holdings LLC [N/A]; Payless Inc. [3160]; Payless Finance, Inc. [2101]; Collective Brands Services, Inc. [7266]; PSS Delaware Company 4, Inc. [1466]; Shoe Sourcing, Inc. [4075]; Payless ShoeSource, Inc. [4097]; Eastborough, Inc. [2803]; Payless Purchasing Services, Inc. [3043]; Payless ShoeSource Merchandising, Inc. [0946]; Payless Gold Value CO, Inc. [3581]; Payless ShoeSource Distribution, Inc. [0944]; Payless ShoeSource Worldwide, Inc. [6884]; Payless NYC, Inc. [4126]; Payless ShoeSource of Puerto Rico, Inc. [9017]; Payless Collective GP, LLC [N/A]; Collective Licensing, LP [1256]; Collective Licensing International LLC [5451]; Clinch, LLC [9836]; Collective Brands Franchising Services, LLC [3636]; Payless International Franchising, LLC [6448]; PSS Canada, Inc. [4969]; Payless ShoeSource Canada Inc. [4180]; Payless ShoeSource Canada GP Inc. [4182]; and Payless ShoeSource Canada LP [4179].

wide range of shoes and accessory items at affordable prices. The Payless Canada Entities comprise the Canadian operating arm of the Payless global business and sell Payless footwear and merchandise throughout Canada from 248 retail stores across 10 provinces (the "**Canadian Business**").

9. In April of 2017, certain of the Payless entities, including the Payless Canada Entities, commenced cases under chapter 11 of the Bankruptcy Code (the "**Prior U.S. Proceedings**"). Immediately thereafter, upon an application to the Canadian Court by Payless Holdings LLC as the foreign representative, the Prior U.S. Proceedings were recognized as a "foreign main proceeding" under section 46 of the CCAA (the "**Prior CCAA Recognition Proceeding**"). The Canadian Court and the U.S. Bankruptcy Court approved a plan of reorganization (the "**Joint Plan**") which was effective as of August 10, 2017 and which, among other things, reduced Payless' debt burden. The information officer in the Prior CCAA Recognition Proceeding was discharged in November of 2017.

10. As discussed in the U.S. Declaration and below, Payless, including the Payless Canada Entities, have been unable to sustain profitable operations in the current retail environment as a result of various factors. Payless and its advisors analyzed the Payless capital structure and potential alternatives, including the impact of reducing the store footprint in North America to various levels depending on store profitability. The analysis showed that achieving any profitable North America store base would require meaningful improvements in merchandizing margin, stabilized comparable store sales, and significant capital investment. As a result, Payless has determined that it is in the best interests of all Payless' stakeholders to cease all Payless operations in North America (including the U.S. and Canada), to liquidate the inventory and owned furniture, fixtures and equipment ("**FF&E**") and pursue a reorganization of the Latin American and franchise businesses.

11. Although, a stand-alone solution for the Payless Canada Entities was considered, given the cash flow negative operations of the Payless Canada Entities and their dependency on the U.S. infrastructure as described below, the Payless Canada Entities would not be able to operate on a stand-alone basis in the face of a wind down of Payless in the U.S. In the current circumstances, the only viable option available to the Payless Canada Entities is to liquidate the inventory and FF&E of the Canadian stores and wind up the Canadian Business (the “**Canadian Liquidation**”, together with the U.S. liquidation the “**Payless Liquidation**”).

12. The Payless Canada Entities have guaranteed the obligations of the ABL Borrowers and the Term Loan Borrowers under the ABL Credit Facility and the Term Loan Credit Facility (each as defined below). The ABL Borrowers and the Term Loan Borrowers are in default under each of the ABL Credit Facility and the Term Loan Credit Facility. As of February 18, 2019, an aggregate principal amount of approximately USD\$156.7 million was outstanding under the ABL Credit Facility and an aggregate principal amount of approximately USD\$277.2 million was outstanding under the Term Loan Credit Facility. Each of the Payless Canada Entities have granted security over their assets in respect of both the ABL Credit Facility and Term Loan Credit Facility.

13. In addition, the Payless Canada Entities have also failed to pay rent for February for approximately 220 of the 248 Canadian stores.

14. The Payless Canada Entities are insolvent and unable to meet their liabilities as they become due. The Payless Canada Entities require the protection and other provisions of the Initial Order under the CCAA to provide a stable environment and prevent enforcement or other adverse actions against the Payless Canada Entities, including actions by landlords, while the Payless Canada Entities undertake the Canadian Liquidation in an orderly manner.

15. The Payless Canada Entities intend to return to the Canadian Court for the Comeback Motion (subject to the Initial Order being granted), on notice to stakeholders, including landlords. At the Comeback Motion, the Payless Canada Entities intend to seek an order of the Canadian Court approving the Liquidation Consulting Agreement and Sale Guidelines which will allow the Payless Canada Entities to conduct the Canadian Liquidation, which I believe is in the best interests of the Payless Canada Entities and the broad range of their stakeholders. In addition, at the Comeback Motion the Payless Canada Entities intend to seek an extension of the Stay of Proceedings up to and including May 10, 2019.

16. As a result of (i) the commencement of the U.S. Proceedings, (ii) the defaults under the ABL Credit Facility and the Term Loan Credit Facility, and (iii) the failure of the Payless Canada Entities to pay February rent for a number of stores in Canada, this Application is brought on an urgent basis as immediate protection under the CCAA is required to prevent enforcement actions, to stabilize the Canadian Business and to provide the Payless Canada Entities with breathing room to move forward in a controlled manner and seek approval of an orderly Canadian Liquidation.

II. BACKGROUND

A. Corporate History and Structure

17. Payless was founded in 1956 in Topeka, Kansas, where it is still headquartered today. Payless markets its footwear brands through brick and mortar stores, shopping malls, and e-commerce internet sites. There are approximately 3,400 Payless stores in more than 40 countries around the globe including in the U.S., Canada, Latin America, Asia, the Middle East and Europe. Payless also operates limited stores through a franchise model. The international stores are either wholly company-owned and operated, or are owned and operated through joint ventures with key business partners.

18. Payless is a privately held company with an ownership group including Alden Global Capital, Invesco Senior Secured Management, and Octagon Credit Investors. Further details regarding the global Payless business are provided in the U.S. Declaration. A copy of the Payless organization chart is attached hereto as **Exhibit “A”**.

19. Payless ShoeSource Canada Inc. (“**Payless Canada Inc.**”) and Payless ShoeSource GP Inc. (“**Payless Canada GP**”) are indirect wholly owned subsidiaries of Payless Holdings LLC.

20. Payless Canada Inc. is organized under the *Canada Business Corporations Act* (“**CBCA**”) by way of an amalgamation on February 2, 2014. Attached as **Exhibit “B”** is the corporate profile for Payless Canada Inc. as of February 8, 2019.

21. Payless Canada GP is a corporation incorporated under the CBCA on December 5, 2005. Attached as **Exhibit “C”** is the corporate profile report for Payless Canada GP as of February 8, 2019.

22. Payless Canada Inc. and Payless Canada GP have the same three directors namely (i) Carol Perdic, (ii) Mario ZaraZua, and (iii) Neil Hansen.

23. Payless Canada LP is a limited partnership organized under the laws of Ontario on December 15, 2005. Payless Canada GP is the general partner of Payless Canada LP and Payless Canada Inc. is the limited partner holding 0.1% ownership in Payless Canada LP. Attached as **Exhibit “D”** is the limited partnership report for Payless Canada LP as of February 8, 2019.

24. The majority of the business conducted by the Payless Canada Entities is conducted through Payless Canada LP.

B. Leased Premises

25. The Payless Canada Entities currently operate 248 stores in Canada, with almost half of them in Ontario:

Province	Number of Stores
Alberta	38
British Columbia	31
Manitoba	9
New Brunswick	4
Newfoundland	3
Nova Scotia	10
Ontario	119
Prince Edward Island	2
Quebec	24
Saskatchewan	8
Total	248

26. These stores are leased from a number of different landlords, including Calloway, Morguard, Hoop Realty, Ivanhoe Cambridge II Inc., and Riocan among many others. Payless ShoeSource Inc. (as U.S. Debtor) has guaranteed the obligations of the applicable Payless Canada Entity under approximately 57 of the leases.

27. The Payless Canada Entities have a corporate office at 191 The West Mall, Suite 915, Etobicoke, Ontario (the "**Corporate Office**"). The Corporate Office lease is due to expire on July 31, 2019.

C. Employees and Employee Benefits

28. As of January 10, 2019, the Payless Canada Entities employed approximately 2,400 employees in Canada of which approximately 560 are full-time and 1840 are part-time. Approximately 2,390 of the employees of the Payless Canada Entities are employed as store associates, and 12 are employed at the Corporate Office. None of the employees are unionized.

	Full-Time	Part-Time	Total
Corporate Office	12		12
Stores	549	1842	2391
Canada	561	1842	2403

29. Employees are typically paid wages or salary, and full-time employees also receive certain benefits (e.g., life insurance and extended health care), which vary depending on the employee's role. The Payless Canada Entities employees are paid on a biweekly basis, approximately one week in arrears. The Payless Canada Entities use the services of a payroll services provider to manage payroll functions on behalf of the Payless Canada Entities, including payroll processing and the collection and remittance of related source deductions. As such, employee wages and source deductions are being honoured in the ordinary course of payment cycles.

30. The Payless Canada Entities offer a group registered retirement savings plan (the "**Group RRSP**") and Deferred Profit Sharing Plan (the "**DPSP**") for full-time and part-time employees who have completed one year of continuous employment with the Payless Canada Entities. The Payless Canada Entities make matching employer contributions to the Group RRSP equal to 50% on the first 1% to 5% of the employee's earnings, to a maximum annual limit of 2.5% of the employee's earnings. The Group RRSP and DPSP are administered by Sun Life Financial. The Payless Canada Entities incur approximately \$6,000.00 annually in administrative costs to maintain the Group RRSP and DPSP. The Payless Canada Entities made approximately \$100,000.00 in matching contributions in 2018.

31. The Payless Canada Entities do not sponsor any registered pension plans.

32. All full-time employees in Canada receive group medical, vision, dental, life and AD&D benefits through Sun Life Financial and full-time corporate employees and store leaders in

Canada are also entitled to disability benefits. Premiums associated with the group health benefits plans are shared between the employer and employees, with the Payless Canada Entities paying approximately \$40,000.00 per month in premiums. Employees pay their portion of the premiums through deductions in payroll.

33. The Payless Canada Entities also provide other benefits for eligible employees including:

- (a) incentive rewards to store associates or group leaders pursuant to the Canada Store Leader Extreme Rewards Incentive Program and a Canada Group Leadership Incentive Program, whereby incentives are earned based on the performance of stores under the oversight of the store associate or group leaders; and
- (b) Cell phone re-imbusement whereby certain employees can submit a cell phone expense report for up to \$55.00 per month for work use of their personal cell phone.

34. The Payless Canada Entities presently intend to continue the ordinary course funding and operation of the Group RRSP, DPSP and employee benefit programs during the CCAA Proceedings. The proposed Initial Order authorizes the Applicants to make all outstanding and future employee benefit payments and all outstanding and future contributions or payments in respect of the Group RRSP and DPSP in the ordinary course of business and consistent with existing compensation policies and arrangements.

D. Intercompany Relationships

35. Similar to certain other multi-national retailers, the operations of the Payless Canada Entities are entirely reliant on the infrastructure and support of the U.S. for all services in

connection with inventory, corporate management and licensing of intellectual property (“IP”). Pursuant to various intercompany agreements (the “**Intercompany Agreements**”) certain U.S. Debtors, as described below, provide services to the Payless Canada Entities and thereafter generate invoices or intercompany accounts payable for the services rendered (the “**Intercompany Invoices**”). These various intercompany services are described below:

- (a) Inventory Management Services: Payless Purchaser Services, Inc., Payless Shoesource Merchandising Inc. and Payless ShoeSource Distribution Inc. (all of which are U.S. Debtors) provide all inventory-related services to the Payless Canada Entities including but not limited to procurement, vendor sourcing and selection, inventory review, financial planning and product replenishment. As such, the Payless Canada Entities do not have a material number of arm’s length supplier creditors as their inventory and operational support services have been provided by the U.S. Debtors pursuant to such arrangements.
- (b) Corporate Services: Payless Shoesource Inc. and Payless ShoeSource Worldwide, Inc. (both of which are U.S. Debtors) provide corporate and financial services to the Payless Canada Entities including financial reporting, payroll administration, corporate management, human resources, information services, audit services and public relations.
- (c) Licensing: All or substantially all of the trademarks and IP are owned by the U.S. Payless entities. All trademarks owned by Payless ShoeSource Worldwide, Inc. (a U.S. Debtor) are non-exclusively licensed to the Payless Canada Entities. The Payless Canada Entities are entirely dependent on their U.S. counterparts for all licensing agreements, design partnerships and company-owned brands.

- (d) Treasury Services: Payless Finance, Inc. (a U.S. Debtor) provides certain treasury and banking related services, and makes certain financial accommodations for the Payless Canada Entities pursuant to a Treasury Services and Loan Agreement (the “**Treasury Services Agreement**”).

E. Cash Management

36. The Payless Canada Entities hold 17 primary bank accounts (together, the “**Canada Operations Accounts**”). All of the Canada Operations Accounts are held at major Canadian banks, namely: Royal Bank of Canada (“**RBC**”), Bank of Montreal, Canadian Imperial Bank of Commerce, The Toronto-Dominion Bank and Bank of Nova Scotia (collectively the “**Canadian Banks**”). The Canada Operations Accounts largely operate as a self-contained cash management system (the “**Cash Management System**”). Attached hereto as **Exhibit “E”** is a diagram of the manner in which the Cash Management System operates. It is also described below.

37. Payless Canada LP holds 13 bank accounts, with the following functions:

- (a) five store deposit accounts for the receipt of cash sales and one store deposit account for the receipt of credit card sales (collectively, the “**Store Deposit Accounts**”). The Store Deposit Accounts are Canadian-dollar accounts. The Store Deposit Accounts are swept daily, by manual push, into the Canada Master Account (as defined below);
- (b) One master Canadian-dollar account (the “**Canada Master Account**”) from which all ordinary course disbursements such as payroll funding, retail store rental payments for the operations in Canada or accounts payable are paid directly by wire;

- (c) Funds from the Canada Master Account are also transferred as needed into one Canadian-dollar cheque disbursements account utilized to pay disbursements which are required to be paid by cheque; and
- (d) Funds are also transferred from the Canada Master Account to a U.S.-dollar master account (the “**U.S. Master Account**”). The U.S. Master Account pays vendors directly that require payment in U.S. dollars or funds two additional U.S.-dollar accounts to pay vendors that require payment by either cheque or wire. Any foreign exchange transactions are administered through the U.S. Master Account. Intercompany payments are also made through the U.S. Master Account.

38. Any excess funds remaining in the Canada Master Account after taking into account a buffer for upcoming payments have been historically transferred to the U.S. Master Account and thereafter to an account held by Payless Finance, Inc. (a U.S. Debtor), in partial satisfaction of Intercompany Invoices. Pursuant to the Treasury Services Agreement, Payless Finance, Inc. receives these funds on behalf of affiliated entities which are party to the Intercompany Agreements since those parties do not have individual bank accounts.

39. In connection with the CCAA Proceedings, the Applicants are seeking the authority to continue to operate the Cash Management System to maintain the funding and banking arrangements already in place for the Canadian Business. Any pre-filing intercompany amounts owing will not be paid and therefore are not included in the Cash Flow Forecast. Amounts for certain intercompany services incurred following the filing date will be paid as contemplated in the Cash Flow Statement. The Cash Management System includes the necessary accounting controls to enable the Payless Canada Entities to trace funds and ensure that all transactions are adequately documented and readily ascertainable.

F. Financial Position

40. Payless prepares financial statements that report the consolidated financial position and performance of the entire corporate group. Financial statements have not been historically prepared for the Payless Canada Entities on a stand-alone basis. Attached hereto as **Exhibit “F”** are internal financial statements for the Payless Canada Entities for the 12 months ending January 4, 2019 (the “**Financial Statements**”). The Financial Statements do not include the guarantee obligations of the Payless Canada Entities pursuant to the ABL Credit Facility and the Term Loan Credit Facility.

41. The Financial Statements for the 12 months ended January 4, 2019 reflect a net loss of approximately USD\$12 million on a consolidated basis. Not including intercompany amounts, the primary current asset of the Payless Canada Entities, as of January 4, 2019 is approximately USD\$21 million of inventory. The Payless Canada Entities liabilities are described in more detail below.

42. The following chart outlines the intercompany balances involving the Payless Canada Entities, as at December 31, 2018 (all of which are in USD):

	Payless ShoeSource Canada GP, Inc	Payless ShoeSource Canada Inc	Payless ShoeSource Canada LP	Total
Receivable from/ (Payable to)				
US				
Payless Finance, Inc	-	110,690,620	(53,859)	110,636,761
Payless Purchasing Services, Inc	-	-	(93,536)	(93,536)
Payless ShoeSource Distribution, Inc	-	-	(26,417,862)	(26,417,862)
Payless ShoeSource Merchandising, Inc	-	-	(807,657)	(807,657)
Payless ShoeSource Worldwide, Inc	-	-	(2,894,263)	(2,894,263)
Intercompany - Canada and US	-	110,690,620	(30,267,178)	80,423,442
Netherlands				
Collective Brands II Cooperatief UA	-	(61,681,508)	-	(61,681,508)
Intercompany - Canada and Netherlands	-	(61,681,508)	-	(61,681,508)
Canada				
Payless ShoeSource Canada GP, Inc	-	64	3,927	3,991
Payless ShoeSource Canada Inc	(64)	-	11,619,833	11,619,769
Payless ShoeSource Canada LP	(3,927)	(11,619,833)	-	(11,623,760)
Intercompany - Canada	(3,991)	(11,619,769)	11,623,760	-
Intercompany receivable/ (payable)	(3,991)	37,389,342	(18,643,417)	18,741,934

Red - amounts owing between the Payless Canada Entities and the Chapter 11 Entities.
Green - amounts owing between the Payless Canada Entities and the other Payless Holdings LLC group of entities.
Blue - amounts owing between the Payless Canada Entities.

43. The chart above reflects three primary types of intercompany obligations: (i) an unsecured intercompany receivable owing to Payless Canada Inc. under a promissory note issued by Payless Finance, Inc. of approximately USD\$110 million. This unsecured note relates to historical transactions and the realizable value of such note (given Payless Finance, Inc. is a U.S. Debtor) is questionable; (ii) an unsecured intercompany payable owing by Payless Canada Inc. to Collective Brands II Cooperatief UA, a Payless entity that is not a U.S. Debtor, of approximately USD\$62 million (inclusive of accrued interest). This unsecured note relates to historical transactions; and (iii) approximately USD\$30.3 million owing to certain of the U.S. Debtors in connection with the Intercompany Invoices (for merchandise and services), as described above.

G. Secured Indebtedness

i) The ABL Credit Facility and Security

44. On August 10, 2017, in connection with the exit from the Prior U.S. Proceedings, Payless, Inc. (a U.S. Debtor) as lead borrower and certain other borrowers (collectively, the

“**ABL Borrowers**”), entered into a credit agreement (as amended or restated from time to time, the “**ABL Credit Agreement**”) whereby Wells Fargo Bank, National Association, as administrative agent and collateral agent (the “**ABL Agent**”) and the lenders party thereto established a revolving credit facility in favour of the ABL Borrowers (the “**ABL Credit Facility**”). Various parties are guarantors under the ABL Credit Facility including each of the Payless Canada Entities (the “**ABL Guarantors**”).

45. Pursuant to the ABL Credit Facility, the ABL Borrowers are permitted to obtain loan advances up to the maximum amount of approximately USD\$280 million on a margined basis. As of February 18, 2019, an aggregate principal amount of USD\$156.7 million was outstanding under the ABL Credit Facility.

46. The ABL Credit Facility is secured by, among other things, a first priority lien over certain assets of the Payless Canada Entities, including, among other things and subject to certain limitations, accounts, cash, inventory and real property of the ABL Borrowers and the ABL Guarantors (such collateral, the “**ABL Priority Collateral**”). The ABL Credit Facility is also secured by a second priority lien on the remaining property and assets of the ABL Borrowers and the ABL Guarantors which are not ABL Priority Collateral including, among other things and subject to certain limitations, equipment and intellectual property (such collateral, the “**Term Loan Priority Collateral**”).

47. In connection with the ABL Credit Facility, and Payless Inc. on behalf of itself and the other loan parties under the ABL Credit Facility (including the Payless Canada Entities), recently directed the ABL Agent by way of a direction dated January 18, 2019 (the “**ABL Cash Dominion Direction**”) to administer the ABL Credit Facility as if a “Cash Dominion Event” (as that term is defined in the ABL Credit Agreement) has occurred and is continuing under the ABL Credit Agreement.

ii) The Term Loan Credit Facility and Security

48. Payless Inc., Payless Finance, Inc., Payless ShoeSource Inc. and Payless ShoeSource Distribution, Inc., (each of which are U.S. Debtors) (collectively, the “**Term Loan Borrowers**”) entered into a Term Loan and Guarantee Agreement dated as of August 10, 2017 in connection with the exit from the Prior U.S. Proceedings whereby the lenders from time to time party thereto and Cortland Products Corp., as administrative and collateral agent (the “**Term Loan Agent**”) established a USD\$280 million term loan facility for the Term Loan Borrowers (the “**Term Loan Credit Facility**”). Each of the Payless Canada Entities are guarantors under the Term Loan Credit Facility.

49. The Term Loan Credit Facility is secured by, among other things, a first priority lien over the Term Loan Priority Collateral and a second priority lien over the ABL Priority Collateral. As of February 18, 2019, an aggregate principal amount of USD\$277.2 million was outstanding under the Term Loan Credit Facility.

iii) Intercreditor Agreement

50. The ABL Credit Facility and the Term Loan Credit Facility, and the parties thereto, are subject to an intercreditor agreement entered into between the ABL Agent and the Term Loan Agent dated as of August 10, 2017 (as amended, the “**ABL/Term Loan Intercreditor Agreement**”). The ABL/Term Loan Intercreditor Agreement governs, among other things, the relative lien priorities of each of the ABL Agent and the Term Loan Agent. Each of the Payless Canada Entities have acknowledged and agreed to the terms of the ABL/Term Loan Intercreditor Agreement.

iv) Other Secured Obligations

51. Attached hereto as **Exhibit “G”** is a summary of the searches against each of the Payless Canada Entities under the *Personal Property Security Act* (the “**PPSA**”) in each province in Canada (or equivalent legislation) and Section 427 of the *Bank Act* (Canada) with the file currencies from January 11, 2019 to January 15, 2019 (collectively, the “**Canadian Lien Searches**”).

52. Pursuant to the Canadian Lien Searches, in addition to the PPSA registrations in favour of the ABL Agent and the Term Loan Agent, the following additional PPSA registrations have been filed:

- (a) 9257-4748 Québec Inc., Montez l’Outaouais Inc. a landlord in Quebec has registered a moveable hypothec against the universality of the moveable property of Payless Canada GP located on the premises at 1100 Maloney Boulevard West, Gatineau Quebec, and
- (b) Emkay Canada Leasing Corporation and Emkay Canada Leasing Corp., equipment lessors have filed multiple lien filings against some or all of the Payless Canada Entities to perfect liens against leased equipment and related assets. The equipment leases generally relate to motor vehicles.

53. I am advised by Cassels Brock & Blackwell LLP (“**Cassels**”), counsel to the Payless Canada Entities, that no creditor, other than the ABL Agent and the Term Loan Agent, has a registered blanket lien against all of the property and assets of the Payless Canada Entities.

H. Unsecured Indebtedness

i) Employee Liabilities

54. Gross payroll in Canada is approximately USD\$1.5 million biweekly. The Payless Canada Entities are current with respect to the payment of payroll and the remittance of employee source deductions.

55. As of February 2, 2019, the Payless Canada Entities have an accrued vacation pay liability of approximately USD\$1.05 million.

56. The Payless Canada Entities are current on their payments in respect of the Group RRSP and DPSP.

ii) Taxes

57. Each of the Payless Canada Entities reported a net tax loss for income tax purposes for the tax year ending February 2018.

58. As of February 15, 2019, the amount of GST/HST outstanding is approximately USD\$292,000. As provided for in the Cash Flow Statement, it is proposed that GST/HST will continue to be remitted in the ordinary course.

iii) Customers

59. Approximately \$1.3 million is currently outstanding in respect of gift cards that have been issued by the Payless Canada Entities. Notably, gift cards issued in Canada cannot be redeemed outside of Canada and gifts cards purchased outside of Canada cannot be redeemed at Canadian stores.

60. As is common throughout the retail industry, the Payless Canada Entities also maintain a variety of customer incentive and protection programs (the “**Customer Programs**”) to

enhance customer loyalty, improve the customer shopping experience, and generate sales revenue including: (a) a promotional program and Payless reward program which involves the issuance of coupons to customers; (b) a warranty program whereby the Payless Canada Entities issue product warranties covering certain defects in materials and workmanship related to the purchase of the “SafeTStep” shoes which are slip-resistant footwear worn by individuals in the food-service industry; and (c) a Payless exchange program or Happiness Guarantee Program whereby customers may return goods for a refund of the purchase price or exchange the item for another of equal value as long as there is a valid receipt. The Payless Canada Entities do not intend to continue the Customer Programs as part of the Canadian Liquidation.

61. In connection with the approval of the Liquidation Consulting Agreement, described below, the Payless Canada Entities will be asking for authorization to cease accepting gift cards or returns after a period of 30 days following the granting of the Initial Order and to cease accepting coupons immediately. All sales conducted under the Liquidation Consulting Agreement would be final sales.

iv) Other Unsecured Creditors

62. Along with the intercompany obligations described above, additional unsecured creditors include:

- (a) Third Party Suppliers: Given that most services and inventory are supplied pursuant to the Intercompany Agreements, the Payless Canada Entities are party to a limited number of third party agreements for the provision of essential services, including, for example, insurance, security, phone and internet, payments processing, utilities, customs brokerage, transportation and storage. As at February 2, 2019, the Payless Canada Entities were indebted to third party

suppliers (excluding other Payless entities) in the aggregate amount of approximately \$5 million.

- (b) Landlords: As noted above, All of the premises leased by the Payless Canada Entities are leased from third party landlords. The Payless Canada Entities remit rent monthly, and in some instances in advance, in the aggregate approximate amount of \$3.5 million (inclusive of sales taxes). As of the swearing of this affidavit rent for only 24 of the 248 stores operated by the Payless Canada Entities have been paid for February.
- (c) Litigation: One or more of the entities within the Payless Canada Entities are named as a defendant in certain ongoing lawsuits, which are at various stages, including claims for damages in connection with an allegation of discrimination and allegations involving bodily injury. It is my understanding that, in the aggregate, the amounts at issue are less than \$200,000.

III. FINANCIAL DIFFICULTIES AND THE NEED FOR CCAA PROTECTION

A. Financial Difficulties and Prior Filings

63. Approximately eighteen months ago, on April 4, 2017, Payless Holdings LLC, together with the other Prior U.S. Debtors commenced the Prior U.S. Proceedings. Thereafter, upon an application by Payless Holdings LLC as the foreign representative, the jointly consolidated Prior U.S. Proceedings were recognized by the Canadian Court as a “foreign main proceeding” under section 46 of the CCAA.

64. The Canadian Court and the U.S. Bankruptcy Court approved the Joint Plan which was effective as of August 10, 2017 and which, among other things, reduced Payless’ debt burden. The information officer in the Prior CCAA Recognition Proceeding was discharged in November

of 2017. Two of the Prior U.S. Proceedings, namely the proceedings for Payless Holdings LLC and Payless ShoeSource Worldwide, Inc., remain open in the U.S. Bankruptcy Court while the claims reconciliation process and creditor distributions are completed.

65. As described in the U.S. Declaration, the Prior U.S. Proceedings accomplished three main objectives: (a) approximately USD\$435 million in funded debt was eliminated; (b) approximately 675 underperforming brick and mortar stores were closed and liquidated; and (c) approximately USD\$50 million in annual expenditure savings was realized through landlord concessions and modification of existing leases.

66. Upon emergence from the Prior U.S. Proceedings, Payless sought to capitalize on the deleveraging of their balance sheet with additional cost-reduction measures, including: (i) reviewing marketing expenses, (ii) downsizing their corporate office, (iii) terminating various employees, (iv) reevaluating the budget for every department, and (v) reducing their capital expenditures plan.

67. As discussed in the U.S. Declaration, notwithstanding these measures, while the Latin America and franchise businesses continued to perform well, Payless' North America brick and mortar business has continued to experience a top-line sales decline driven primarily by inventory flow disruption, same store sales declines resulting in excess inventory, and challenging retail market conditions. All of the foregoing pressures prevented the Payless business in North America from achieving profitability in the last eighteen months and the Payless Canada Entities reported a net operating loss on a consolidated basis of over USD\$12 million in 2018.

B. Response to Financial Difficulties

68. Faced with material liquidity challenges, in March 2018 Payless negotiated with its prepetition lenders for additional credit under their existing ABL Credit Facility and in October

2018 for the strategic infusion of capital through a debt offering to lenders under its Term Loan Facility to build liquidity reserves in light of mounting operational issues. Notwithstanding this Payless has been unable to return to profitability under its current business model.

69. In December 2018, Payless engaged PJ Solomon, L.P., as investment banker to perform a review of the go forward business plan and explore strategic alternatives. Payless also engaged Ankura, as financial advisor and Akin and Cassels in order to formulate a cross-border restructuring strategy.

70. As discussed in the U.S. Declaration, Payless and its advisors analyzed the Payless' capital structure and potential alternatives, including the impact of reducing the store footprint in North America to various levels depending on store profitability. The analysis showed that achieving any profitable North America store base would require meaningful improvements in merchandizing margin, stabilized comparable store sales, and significant capital investment. However, Payless and its advisors believed that significant value could be achieved through a reorganization of the Latin America and franchise businesses. As a result, Payless' efforts shifted to preserving the Latin America and franchise businesses while preparing for an orderly wind down of the North America business.

71. The Payless Canada Entities considered the possibility of continuing to operate the Canadian Business independently from the U.S operations. However, given the operating losses incurred by the Payless Canada Entities and as the Canadian Business relies almost entirely on the U.S. operations for various services, it was determined that upon the closure of the U.S. operations, it would be cost prohibitive and logistically impossible for the Payless Canada Entities to replicate and replace the necessary administrative and corporate support infrastructure in Canada while preserving the supply chain required to operate the business. It was determined that the Canadian Liquidation was the most cost effective and efficient means to maximize value for Payless Canada Entities' stakeholders.

C. CRO

72. In late 2018, Payless experienced significant losses of key management personnel. As a result, in January 2019, Payless selected Ankura as its restructuring advisor because of Ankura's experience and reputation for providing advisory and crisis management services in large, complex insolvency cases. Since that time professionals from Ankura have provided restructuring advisory services to Payless including the Payless Canada Entities. On January 29, 2019, the Board of Managers of Payless Holdings LLC appointed me as the Chief Restructuring Officer of Payless Holdings LLC, the parent company, to oversee the management and operation of the U.S. Debtors' business and to perform certain professional services.

73. Pursuant to the engagement letter dated as of January 24, 2019 (the "**CRO Engagement Letter**"), the Payless Canada Entities separately engaged Ankura to act as Chief Restructuring Organization specifically for the Payless Canada Entities (in such capacity the "**CRO**"). A copy of the CRO Engagement Letter is attached hereto as **Exhibit "H"**.

74. Under the CRO Engagement Letter, the Payless Canada Entities have agreed to seek approval of the CRO appointment from the Canadian Court. Subject to the oversight and authority of the Board of Directors and with the assistance of Cassels, the proposed powers of the CRO include but are not limited to the following:

- (a) make decisions with respect to the day to day aspects of the management and operations of the Canada Business, including but not limited to sales, operations, finance and administration, in such manner and to take such actions and steps, as the CRO deems reasonably necessary and appropriate, and execute such documents and writings as required to cause or permit each of the Payless Canada Entities to do all things authorized, directed and permitted pursuant to

the CCAA, the terms of the Initial Order, and any subsequent Orders of the Canadian Court;

- (b) realize and dispose of the Property of each of the Payless Canada Entities on behalf of such Payless Canada Entity(ies), including, without limitation, to negotiate and enter into agreements on behalf of each of the Payless Canada Entities with respect to the sale or other disposition of all or any part of the property of the Payless Canada Entities;
- (c) represent each of the Payless Canada Entities in any negotiations with any other stakeholders and their professional constituencies, including vendors and suppliers;
- (d) assist the Payless Canada Entities with store closures and liquidations;
- (e) evaluate the short-term company-prepared cash flows and financing requirements of the Payless Canada Entities as they relate to the CCAA Proceedings;
- (f) assist the Payless Canada Entities in the preparation and oversight of financial statements and schedules, monthly operating reports, and other information required in these proceedings, as applicable;
- (g) communicate with and provide information to the Monitor, and its advisors, regarding the Canadian Business and the affairs of each of the Payless Canada Entities;
- (h) assist the Monitor, as requested by the Monitor, in connection with the powers given to the Monitor; and
- (i) work with the Assistants and the Monitor in respect of the CRO's duties above.

75. Under the CRO Engagement Letter, the CRO is to be compensated as part of the ongoing corporate services supplied under the Intercompany Agreements, however, if payments under such agreements are not made, the CRO has reserved its rights to charge the Payless Canada Entities directly for services performed on an hourly basis.

76. The Payless Canada Entities are seeking approval of the CRO Engagement Letter and the appointment of Ankura as CRO of the Payless Canada Entities. The CRO intends to work with the existing Payless Canada Entities' directors and provide the necessary management support throughout the process. The Proposed Monitor is supportive of the relief sought in connection with the CRO.

D. The Payless Canada Entities are Insolvent

77. The Payless Canada Entities are insolvent. None of the Payless Canada Entities can meet their liabilities as they come due and, without the protection of the CCAA the ability of the Payless Canada Entities to undertake the Canadian Liquidation for the benefit of their stakeholders is not possible.

78. As discussed above, the Payless Canada Entities with the assistance of the CRO, have explored possible strategic alternatives and have determined that, in light of the U.S. Liquidation and the historical operating losses and continuing deteriorating financial position of the Payless Canada Entities, it is in the best interests of the Payless Canada Entities and their stakeholders to enter into the Liquidation Consulting Agreement and complete the Canadian Liquidation. The Payless Canada Entities continue to consider all the store leases to determine if there is any value of the leases which can be realized for the benefit of the Payless Canada Entities' stakeholders.

79. The protection of the CCAA, including the stay of proceedings will enable the Payless Canada Entities to stabilize the Canadian Business while pursuing the Canadian Liquidation in

an orderly manner in order to maximize value for the Payless Canada Entities' various stakeholders.

E. Cash Flow Forecast

80. I understand that a projected consolidated cash flow statement for the Payless Canada Entities for the 13 week period from the week ending February 22, 2019 to the week ending May 10, 2019 (the "**Cash Flow Statement**") will be attached the pre-filing report of the Proposed Monitor.

81. The Cash Flow Statement demonstrates that, assuming, among other things, the Canadian Liquidation is approved, that the Payless Canada Entities will have sufficient liquidity to fund their obligations during the period of the Cash Flow Statement.

82. The Cash Flow Statement has been prepared on the basis that:

- (a) limited payments will be made under the Intercompany Agreements and only in respect of certain services, including those of the CRO provided post-filing;
- (b) a reserve account will be created for unpaid wages, vacation pay, certain other employment obligations and certain taxes (the "**Reserve**"); and
- (c) after taking into account, among other things the Reserve, excess proceeds (the "**Canadian Excess Proceeds**") will be paid to reduce amounts owing under the ABL Credit Facility.

83. The Cash Flow Statement has been prepared with the assistance of the Proposed Monitor and is accompanied by the prescribed representations in accordance with the CCAA.

IV. RELIEF SOUGHT

A. Stay of Proceedings under the CCAA

84. The Payless Canada Entities require a broad stay of proceedings to prevent enforcement actions against the Payless Canada Entities by, among others, landlords and contractual counter parties and to allow the Payless Canada Entities to undertake the orderly Canadian Liquidation with a view to maximizing value for their creditors and other stakeholders.

85. Although the limited partnership, Payless Canada LP, is not an Applicant in this CCAA Proceeding, the Applicants seek to have a stay of proceedings and other benefits of the relief sought in this Application extended to Payless Canada LP. Payless Canada LP is integral to the business of the Payless Canada Entities and is the principal vehicle through which the Payless Canada Entities' business is conducted. Payless Canada LP is also a guarantor under the ABL Credit Facility and the Term Loan Credit Facility.

86. In addition to a stay of proceedings against the Payless Canada Entities and their assets, the Payless Canada Entities are seeking a stay of proceedings against the Directors and Officers to ensure that they are able to focus their efforts on the restructuring and liquidation and related activities and to prevent creditors and others from seeking to do indirectly what they cannot do directly by asserting claims or other relief relating to the debts and obligations of the Payless Canada Entities against the Directors and Officers.

87. The stay of proceedings will stabilize and preserve the value of the Canadian Business and provide the Payless Canada Entities with breathing room to conduct the Canadian Liquidation effectively and efficiently.

B. The Monitor

88. The Applicants seek the appointment of FTI as the Monitor. FTI has consented to act as the Monitor of the Applicants in the within proceedings, subject to Court approval. Attached hereto as **Exhibit “I”** is a copy of the consent from FTI to act as Monitor.

89. I am advised by Greg Watson of FTI that FTI is a licensed insolvency trustee within the meaning of section 2 of the BIA and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.

90. FTI became involved with the Payless Canada Entities in mid-January 2019 as the Proposed Monitor in the event that it became necessary for the Payless Canada Entities to commence CCAA proceedings. Since that time, FTI has assisted in preparing the Cash Flow Statement and has participated in strategic discussions regarding the Payless Canada Entities' financial and liquidity position, available options and the relief requested by the Applicants in connection with these CCAA Proceedings.

C. CRO

91. As noted above, the Payless Canada Entities are seeking approval of appointment of the CRO in the CCAA Proceedings. The proposed Initial Order also provides certain protections for the CRO. Ankura is unwilling to continue acting as CRO if the protections in the proposed Initial Order are not granted. As noted above, the services provided by the CRO, under the guidance of the directors of the Payless Canada Entities are required given the reduced levels of management staffing which exist at Payless as a result of continuing resignation of key members of management.

92. Ankura is highly experienced in restructuring proceedings. Attached at **Exhibit “J”** of this affidavit is a copy of my corporate biography.

93. I understand that the Proposed Monitor is supportive of the appointment of the CRO on the terms set forth in the CRO Engagement Letter.

D. Administration Charge

94. The Payless Canada Entities are seeking a charge on the Property, in priority to all other charges, in the maximum amount of \$2 million (the “**Administration Charge**”) to secure the fees and disbursements of the CRO, the Monitor, counsel to the Monitor, and counsel to the Payless Canada Entities, in each case incurred in connection with services rendered to the Payless Canada Entities both before and after the commencement of these CCAA Proceedings.

95. It is important to the success of the CCAA Proceedings to have the Administration Charge in place to ensure the continued involvement of critical professionals.

96. The Payless Canada Entities have worked with the Proposed Monitor and the other professionals to estimate the proposed quantum of the Administration Charge.

E. Directors and Officers Stay and Charge

97. The Payless Canada Entities are seeking customary provisions staying all proceedings against the former, current or future Directors and Officers of any of the Payless Canada Entities with respect to all claims against such Directors and/or Officers that relate to any obligations of the applicable Payless Canada Entity whereby such Directors and/or Officers are alleged under any law to be liable in their capacity as Directors and/or Officers of the applicable Payless Canada Entity for the payment or performance of such obligation.

98. I understand that in certain circumstances directors can be held liable for certain obligations of a company, including those owing to employees and government entities.

99. The Payless Canada Entities with other Payless entities maintain director’s and officer’s liability insurance (the “**D&O Insurance**”). The current D&O Canadian specific insurance

policies include an aggregate amount of \$80 million in coverage. However, the majority of this coverage is shared amongst the Payless entities and is also subject to certain retention, deductibles, exclusions or some combination of the foregoing, all of which create a degree of uncertainty.

100. As noted above, Payless has suffered significant departures of a number of management-level personnel which has created instability in the Payless operations. Although, the CRO is critical in providing much assistance, bench strength and experience in the circumstances, the historical knowledge of the company and guidance of the Payless Canada Entities Directors remains essential to the efforts of the CRO and the overall success of these proceedings. The Directors and Officers have indicated that, due to the risk of personal exposure associated with the aforementioned liabilities, they will not continue their service with the Payless Canada Entities during the post-filing period unless the Initial Order grants charges on the Property, including the Reserve, in a sufficient amount (the “**Directors’ Charge**”).

101. The Directors’ Charge is proposed to be bifurcated into two portions. The first portion would be a charge specifically over the Reserve and in the amount of the Reserve at any given point in time. The second portion would be a general charge in the initial maximum amount of \$4 million that would be reduced to \$2 million as set forth in the Initial Order.

102. The amount and structure of the Directors’ Charge has been established and calculated in consultation with the Proposed Monitor by the Payless Canada Entities based on the estimated exposure of the Directors and Officers including with respect to existing employee obligations and sales tax. The proposed Directors’ Charge would apply only to the extent that the Directors and Officers do not have coverage under the D&O Insurance and will rank in accordance with the priority set out in paragraphs 45 and 47 of the Initial Order.

103. The Directors' Charge will allow the Payless Canada Entities to continue to benefit from the expertise and knowledge of the Directors and Officers. The Company believes the Directors' Charge is reasonable in the circumstances. I understand that the Proposed Monitor is supportive of the Directors' Charge and its quantum.

F. U.S. Proceedings and The Cross-Border Protocol

104. Given that the Applicants are initiating the CCAA Proceedings and the U.S. Proceedings, the Applicants are seeking approval of a customary protocol (the "**Cross-Border Protocol**") pursuant to the Initial Order with a view to ensuring effective and efficient coordination and administration of the CCAA and U.S. Proceedings by and between the Canadian Court and the U.S. Bankruptcy Court. I am informed by Cassels that the Cross-Border Protocol is consistent with the protocols established in other recent cross-border restructuring proceedings. I understand from Akin that the U.S. Debtors will also seek approval of the Cross-Border Protocol by the U.S. Bankruptcy Court as part of their First Day Motions.

105. As noted above, I also understand from Akin, that the various orders to be sought at the First Day Motions from the U.S. Bankruptcy Court contain language providing that if there are inconsistencies between any orders made in the U.S. Proceedings and in the Canadian Court in these proceedings, that with respect to the Payless Canada Entities and their Business, that the orders of the Canadian Court will govern.

106. In particular, I understand that the form of Cash Collateral Order to be requested from the U.S. Bankruptcy Court contains broad language providing that the various liens, interests, rights and obligations created or confirmed thereby will not apply to the Payless Canada Entities unless confirmed or granted by the Canadian Court and that the lenders are not able to exercise any rights or remedies against the Canadian Payless Entities without a further order of the Canadian Court authorizing such.

G. Approval of the Liquidation Agreement

107. At the Comeback Motion, assuming the Initial Order is granted, the Payless Canada Entities intend to seek Canadian Court approval of the Liquidation Consulting Agreement. As discussed above, the Payless Canada Entities, with their advisors have engaged in a thorough review of the strategic alternatives available to the Payless Canada Entities and have concluded that the Payless Liquidation in accordance with the Liquidation Consulting Agreement is the best course of action to maximize value for stakeholders.

108. Accordingly, Payless engaged Malfitano Advisors, LLC (“**Malfitano Advisors**”) to assist as asset disposition advisor and conducted a solicitation and bidding process for liquidators. The process included, among other things, a formal request for proposal, access to all information provided by Payless and standard requirements for the submission of recovery rates, forecasts and analysis. Two proposals were received from two bidders. Each bidding group was evaluated based on, among other things, whether it (a) had realistic views on overall recovery on the inventory, (b) had recent experience liquidating specialty footwear retail inventory, (c) would dedicate the best resources to accomplish Payless’ goals, (d) had familiarity with Payless, its inventory systems and operational structure, and (e) had shown the ability to execute a large-scale liquidation on an expedited basis.

109. Based on this extensive evaluation, in order to facilitate the Payless Liquidation, Payless Holdings LLC and Payless Canada LP (as Merchant and Canadian Merchant) with the assistance of Malfitano Advisors and the CRO and in consultation with certain lenders, negotiated and entered into a liquidation consulting agreement (the “**Liquidation Consulting Agreement**”) with a contractual joint venture comprised of Great American Group, LLC and Tiger Capital Group, LLC (together, with their respective Canadian assignees, the “**Liquidation Consultant**”) dated February 12, 2019 pursuant to which Payless engaged the Liquidation Consultant as its exclusive consultant to advise Payless with respect to the Payless Liquidation

including, subject to approval of the Canadian Court, advising on the liquidation of the Canadian stores. Attached hereto and marked as **Exhibit “K”** is a copy of the Liquidation Consulting Agreement. Defined terms not otherwise defined in this section, have the meaning provided thereto in the Liquidation Consulting Agreement.

110. Pursuant to the Liquidation Consulting Agreement:

- (a) the Liquidation Consultant is retained as the Merchant’s independent consultant to conduct the Sale at the Stores during the Sale Term;
- (b) the Sale Commencement Date for any Canadian Stores shall be no earlier than the date on which the Liquidation Consulting Agreement is approved by the Canadian Court and the Sale Termination Date shall be no later than April 30, 2019;
- (c) all expenses incident to the conduct of the Sale and the operation of the Canadian Stores during the Sale Term are to be borne by Merchant; except solely for any of the specifically enumerated “Consultant Controlled Expenses” that exceed the aggregate budgeted amount as established by the Liquidation Consulting Agreement for such Consultant Controlled Expenses;
- (d) the Liquidation Consultant will be paid a fee based ranging from 0.75% and 2.1% of the Gross Proceeds. The fee varies based on the total gross cost recovery received for the Merchandise. The receipts from the Canadian Liquidation will be accounted for separately from the receipts from the U.S. Liquidation; and
- (e) the Sale at the Canadian Stores is to be conducted in accordance with the sales guidelines appended as Schedule “A” to the Liquidation Approval Order.

111. I am advised by Canadian Counsel to the Payless Canada Entities that the Sale Guidelines are substantially similar to those approved in similar liquidation sales in Canada.

112. I also understand that the Proposed Monitor is supportive of the Liquidation Consulting Agreement and the transactions contemplated therein.

H. Stay Extension

113. The Initial Order seeks a Stay of Proceedings until March 21, 2019, or such later date as the Canadian Court may order. At the Comeback Motion, the Payless Canada Entities intend to seek an extension of the Stay of Proceedings up to and including May 10, 2019 in order to permit the Payless Canada Entities, the Monitor and the Liquidation Consultant time to facilitate the Canadian Liquidation.

114. As noted, above, the Cash Flow Statement demonstrates that, assuming, among other things, the Canadian Liquidation is approved, that the Payless Canada Entities will have sufficient liquidity to fund their obligations until May 10, 2019.

115. The Proposed Monitor is supportive of the extension of the Stay of Proceedings up to and including May 10, 2019.

V. URGENCY

116. The Payless Canada Entities require immediate protection under the CCAA to prevent enforcement actions against the Payless Canada Entities, to normalize their operations and allow for an orderly liquidation of the Canadian Business. In light of, among other things, the Payless Canada Entities' business and the numerous stakeholders involved, the framework and flexibility provided by the CCAA would provide the most effective, efficient and equitable method through which to liquidate the Canadian Business for the benefit of all stakeholders.

117. This application is therefore being brought on an urgent basis.

118. I swear this affidavit in support of the relief sought by the Applicants and for no improper purpose.

SWORN/AFFIRMED BEFORE

me at E. Shrewsbury


in the State of New Jersey

this 18th day of February, 2019.



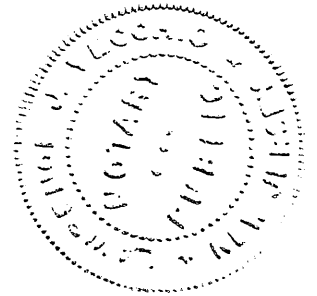
A Notary Public

(insert notary stamp)

}



Name: Stephen Marotta

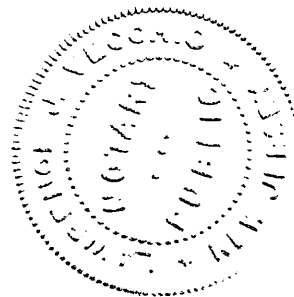
LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020



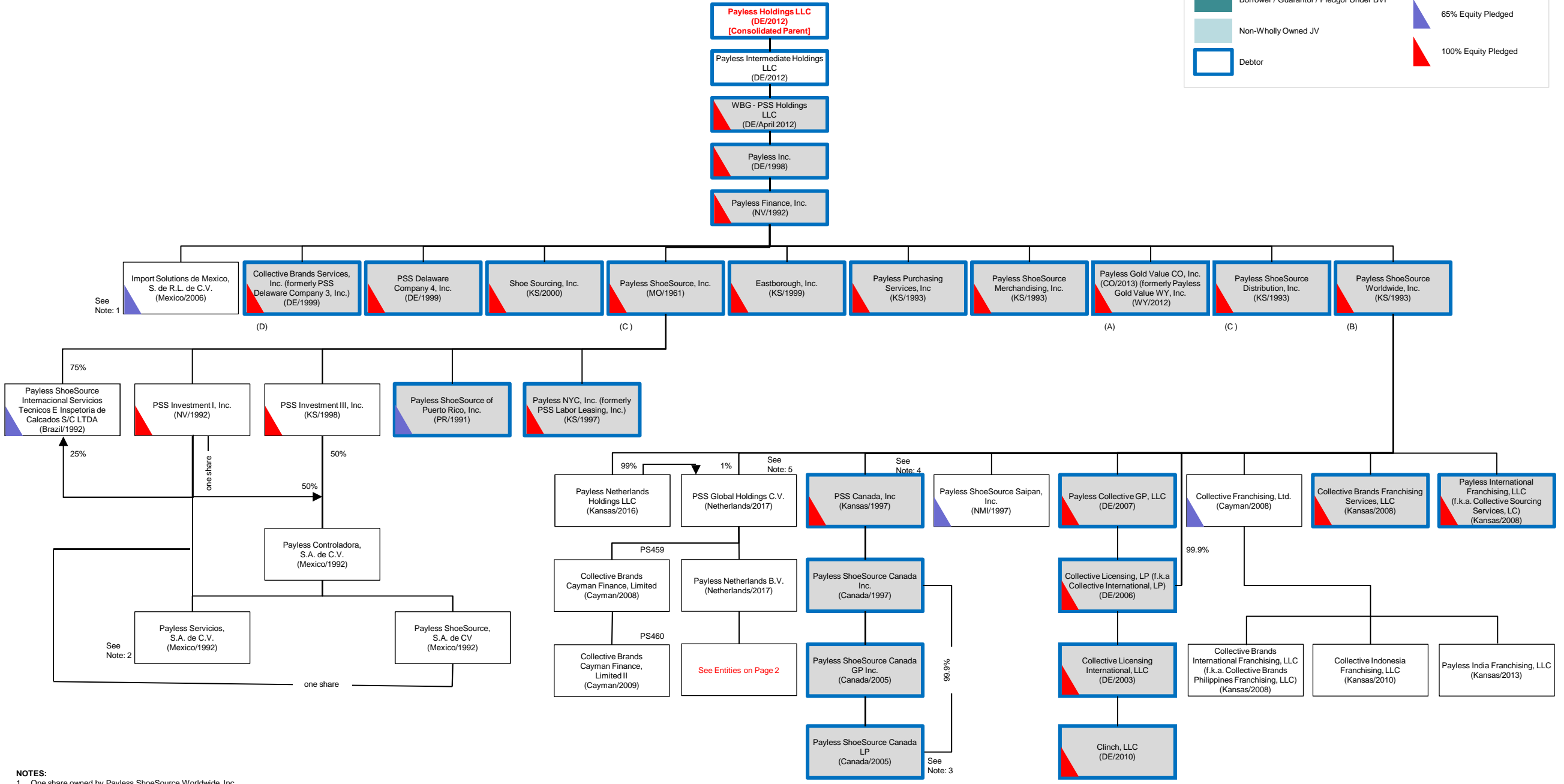
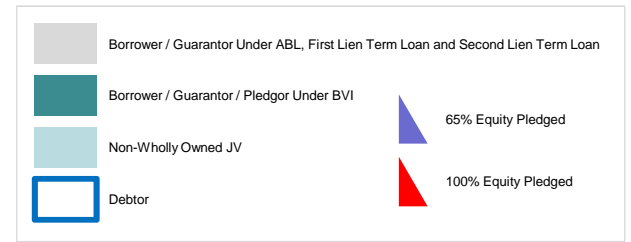
This is **Exhibit "A"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)


LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020

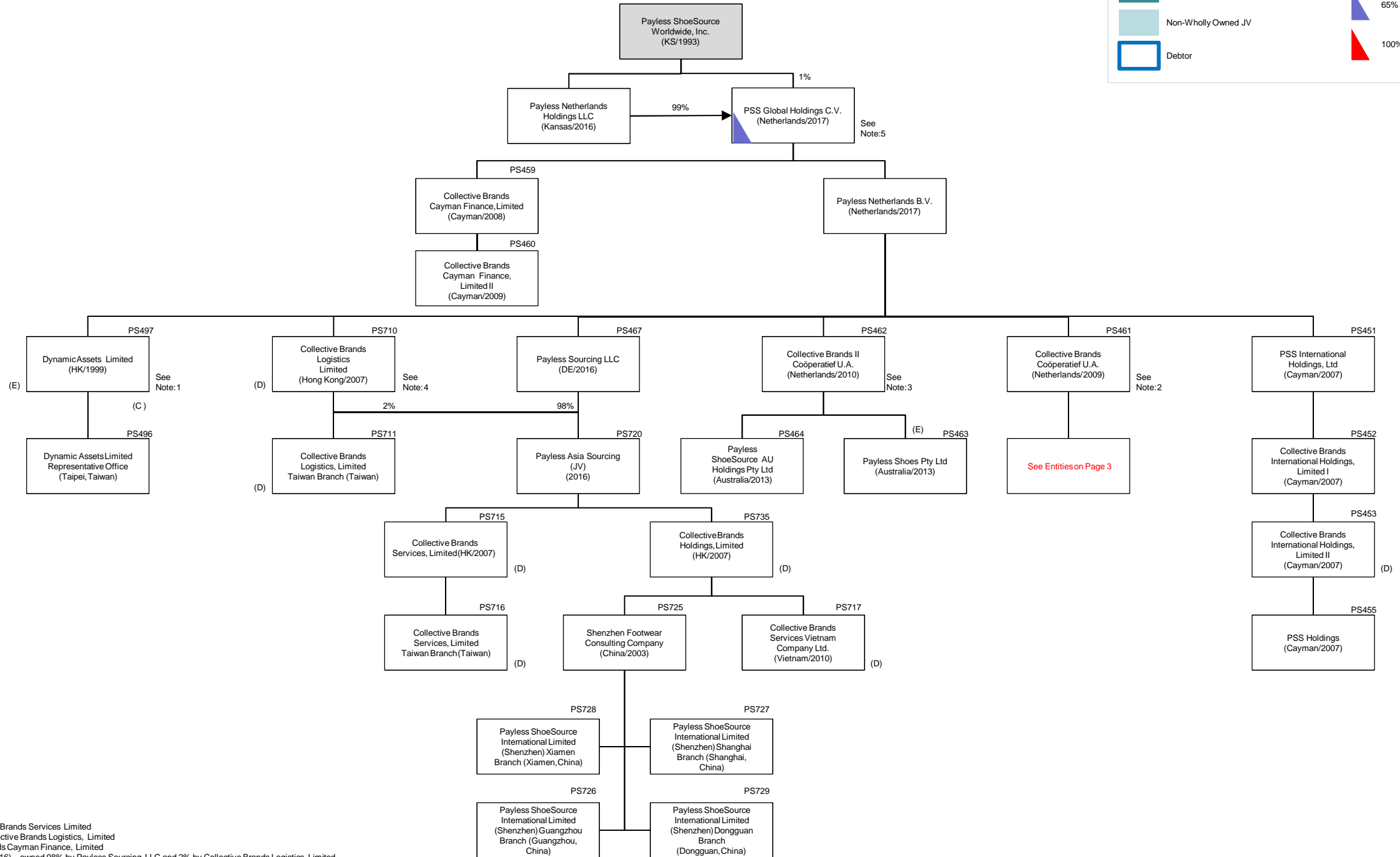
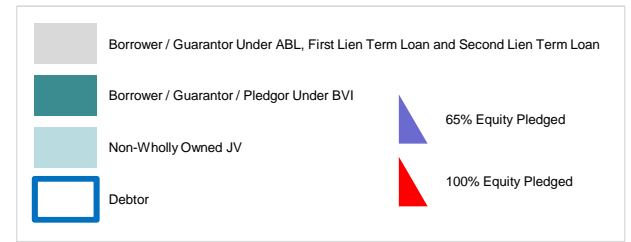


Payless Holdings LLC Corporate Structure (Payless Domestic and Canada)



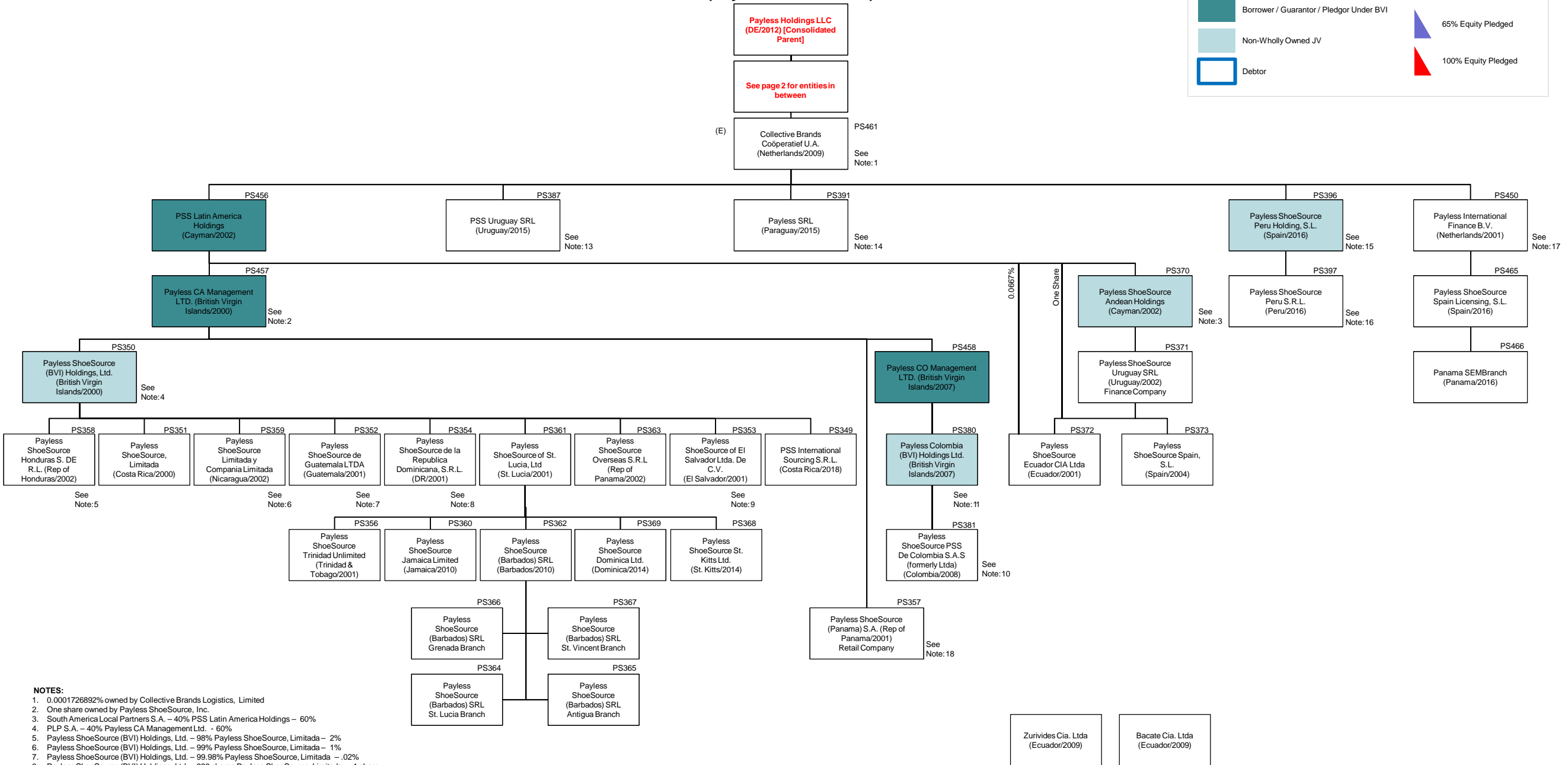
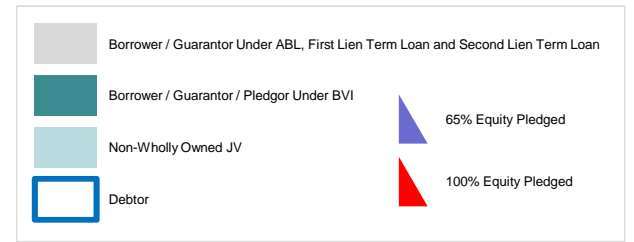
- NOTES:**
- One share owned by Payless ShoeSource Worldwide, Inc.
 - PSS Investment I, Inc. owns one share in Payless Servicios, S.A. de C.V. and in Payless ShoeSource, S.A. de C.V.
 - Payless ShoeSource Canada GP Inc. General Partner – 0.1% Payless ShoeSource Canada Inc. Limited Partner – 99.9%
 - 2 shares owned by Payless Finance, Inc.
 - Payless ShoeSource Worldwide, Inc – Limited Partner – 1% and Payless Netherlands Holdings, LLC – General Partner – 99%
- (A) Gold Value operates PSS gift card activities
 (B) PSW is the entrepreneur in supply chain for PSS US – Also holds intellectual property for PSS
 (C) Fixed profit as percentage of sales
 (D) Compensated at cost plus

Payless Holdings LLC Corporate Structure (Payless International)



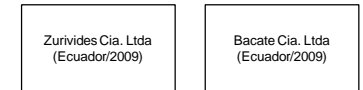
- NOTES:**
- One Share owned by Collective Brands Services Limited
 - 0.0001726892% owned by Collective Brands Logistics, Limited
 - 0.1% owned by Collective Brands Cayman Finance, Limited
 - Payless Asia Sourcing (JV - 2016) – owned 98% by Payless Sourcing, LLC and 2% by Collective Brands Logistics, Limited
 - Payless ShoeSource Worldwide, Inc. – Limited Partner – 1% and Payless Netherlands Holdings, LLC – General Partner – 99%
- (C) Fixed profit as percent of sales
 (D) Compensated at cost plus
 (E) Collective Brands II Cooperatief U.A. owns the Payless South Africa marks and the rights to the Cuban marks

Payless Holdings LLC Corporate Structure (Payless International)



NOTES:

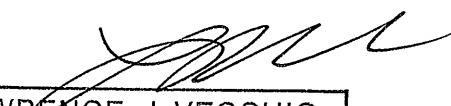
- 0.0001726892% owned by Collective Brands Logistics, Limited
- One share owned by Payless ShoeSource, Inc.
- South America Local Partners S.A. – 40% PSS Latin America Holdings – 60%
- PLP S.A. – 40% Payless CA Management Ltd. – 60%
- Payless ShoeSource (BVI) Holdings, Ltd. – 98% Payless ShoeSource, Limitada – 2%
- Payless ShoeSource (BVI) Holdings, Ltd. – 99% Payless ShoeSource, Limitada – 1%
- Payless ShoeSource (BVI) Holdings, Ltd. – 99.98% Payless ShoeSource, Limitada – .02%
- Payless ShoeSource (BVI) Holdings, Ltd. – 999 shares Payless ShoeSource, Limitada – 1 share
- Payless ShoeSource (BVI) Holdings, Ltd. – 99.99% Payless ShoeSource, Limitada – 0.1%
- Payless Colombia (BVI) Holdings, Ltd. – 60,524,009 quotas Payless CA Management Limited – 1 quota
- Payless CO Management Ltd. – 60% Patagonia Capital Limited – 30% Pataya Inc., – 10%
- This entity is owned by Xavier Rosales of our law firm Corral & Rosales
- Collective Brands Coöperatief U.A. – 99% and Collective Brands II Coöperatief U.A. – 1%
- Collective Brands Coöperatief U.A. – 99% and is Oscar Brelles Mariño Dicen – 1%
- Payless ShoeSource Peru Holding, S.L. is a JV entity which is owned 60% by Collective Brands Cooperatief U.A. and 40% by Bluestone Financials Inc.
- Payless ShoeSource Peru Holding, S.L. owns 9,999 quotas and Collective Brands II Cooperatief U.A. owns 1 quota
- Payless International Finance B.V. and its subsidiary, Payless ShoeSource Spain Licensing, S.L., moved under Collective Brands Cooperatief U.A.
- 500 shares are owned (250 & 250) by our law firm in trust on behalf of Payless ShoeSource (BVI) holdings, Ltd

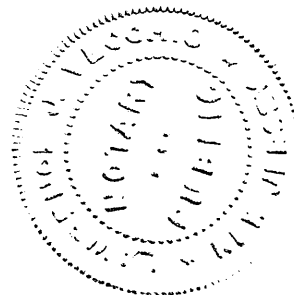


See Note:12

This is **Exhibit "B"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)


LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020





Federal Corporation Information

Federal Corporation Information - 873669-3

[Glossary of Terms used on this page](#)

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number	873669-3
Business Number (BN)	888786779RC0002
Corporate Name	PAYLESS SHOESOURCE CANADA INC.
Status	Active
Governing Legislation	Canada Business Corporations Act - 2014-02-02

Registered Office Address

199 BAY STREET
SUITE 4000
TORONTO ON M5L 1A9
Canada

Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

CAROL PERDIC
696 LAMBSHEAD DRIVE
BURLINGTON ON L7S 2E6
Canada

MARIO A. ZARAZUA
3231 SE 6th Avenue
Topeka KS 66607
United States

NEIL G. HANSEN
3231 SE 6TH AVENUE
TOPEKA KS 66607
United States

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)	02-02
Date of Last Annual Meeting	2018-06-12
Annual Filing Period (MM-DD)	02-02 to 04-03
Type of Corporation	Non-distributing corporation with 50 or fewer shareholders
Status of Annual Filings	2019 - Due to be filed 2018 - Filed 2017 - Filed

Corporate History

Corporate Name History

2014-02-02 to Present PAYLESS SHOESOURCE CANADA INC.

Certificates and Filings

Certificate of Amalgamation	2014-02-02	Corporations amalgamated: <ul style="list-style-type: none">• 8769982 8769982 Canada Inc.• 8770026 8770026 Canada Inc.• 3374009 PAYLESS SHOESOURCE CANADA INC.
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Start New Search

Date Modified: 2019-01-16

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Treaties, laws and regulations

How government works


Public service and military

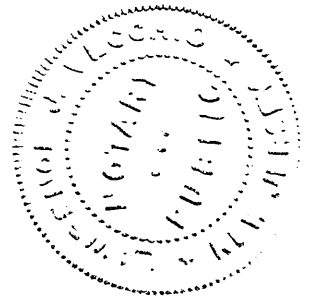
Government-wide reporting

Open government

This is **Exhibit "C"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)


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STATE OF NEW JERSEY
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Federal Corporation Information

Federal Corporation Information - 433175-3

[Glossary of Terms used on this page](#)

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number	433175-3
Business Number (BN)	816356943RC0001
Corporate Name	Payless ShoeSource Canada GP Inc. Commandité Payless ShoeSource Canada Inc.
Status	Active
Governing Legislation	Canada Business Corporations Act - 2005-12-05

Registered Office Address

199 BAY STREET
SUITE 4000 COMMERCE COURT WEST
TORONTO ON M5L 1A9
Canada

Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

NEIL G. HANSEN
3231 SE 6TH AVENUE
TOPEKA KS 66607
United States

Carol Perdic
696 Lamshead Drive
Burlington ON L7S 2E6
Canada

MARIO A. ZARAZUA
3231 SE 6th Avenue
Topeka KS 66607
United States

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)	12-05
Date of Last Annual Meeting	2017-06-27
Annual Filing Period (MM-DD)	12-05 to 02-03
Type of Corporation	Non-distributing corporation with 50 or fewer shareholders
Status of Annual Filings	2019 - Not due 2018 - Overdue 2017 - Filed

Corporate History

Corporate Name History

2005-12-05 to Present	Payless ShoeSource Canada GP Inc.	2005-12-05 to Present	Commandité Payless ShoeSource Canada Inc.
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Certificates and Filings

Certificate of Incorporation	2005-12-05
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Date Modified: 2019-01-16

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[News](#)

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[Government-wide reporting](#)

[Prime Minister](#)


[How government works](#)

[Open government](#)

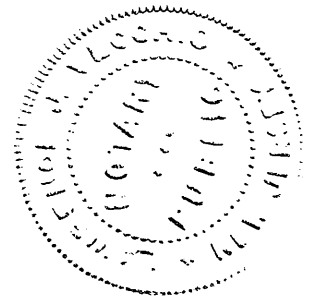
[Social media](#) • [Mobile applications](#) • [About Canada.ca](#) • [Terms and conditions](#) • [Privacy](#)

This is **Exhibit "D"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th** day **February, 2019**

(insert notary stamp)



LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020



Request ID: 022694628
Transaction ID: 70778464
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/02/08
Time Report Produced: 13:39:42
Page: 1

LIMITED PARTNERSHIPS REPORT

Firm name registered under the *Limited Partnerships Act*

PAYLESS SHOESOURCE CANADA LP

Business Identification Number

151362712

Business Type

LIMITED PARTNERSHIP

Mailing Address

199 BAY STREET
No. 4000
TORONTO
ONTARIO
CANADA, M5L 1A9

Address of Principal Place of Business in Ontario

191 THE WEST MALL
No. 915
TORONTO
ONTARIO
CANADA, M9C 5K8

General Nature of Business

FOOTWEAR & ACCESSORIES RETAILER

Jurisdiction of Formation

ONTARIO

Declaration Date

2005/12/15

Expiry Date

2020/12/12

Renewal Date

2015/11/06

Change Date(s)

NOT APPLICABLE

Last Document Filed

RENEWAL

Dissolution/Withdrawal Date

NOT APPLICABLE

Last Document Filed Date

2015/11/06

Current Partnership Business Names Exist:

NO

Expired Partnership Business Names Exist:

YES

Former Names

NOT APPLICABLE

Date of Name Change

Request ID: 022694628
Transaction ID: 70778464
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/02/08
Time Report Produced: 13:39:42
Page: 2

LIMITED PARTNERSHIPS REPORT

Firm name registered under the *Limited Partnerships Act*

PAYLESS SHOESOURCE CANADA LP

Business Identification Number

151362712

Business Type

LIMITED PARTNERSHIP

Information Regarding General Partner(s)

Name (Individual/Corporation/Other)

PAYLESS SHOESOURCE CANADA GP INC./
COMMANDITE PAYLESS SHOESOURCE CANADA INC.

Corporate Number: 1680726

Address

199 BAY STREET

No. 4000
TORONTO
ONTARIO
CANADA, M5L 1A9

Name of Signatory

LANTERMAN, KIM

Power of Attorney

NO

Former Limited Partnership Names will only be displayed for Declarations registered on or after April 1, 1994.

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

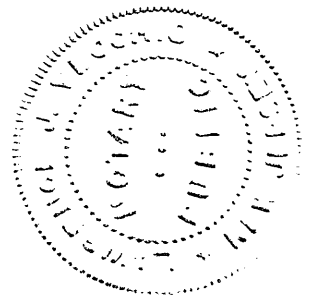
The issuance of this report in electronic form is authorized by the Ministry of Government Services.

This is **Exhibit "E"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

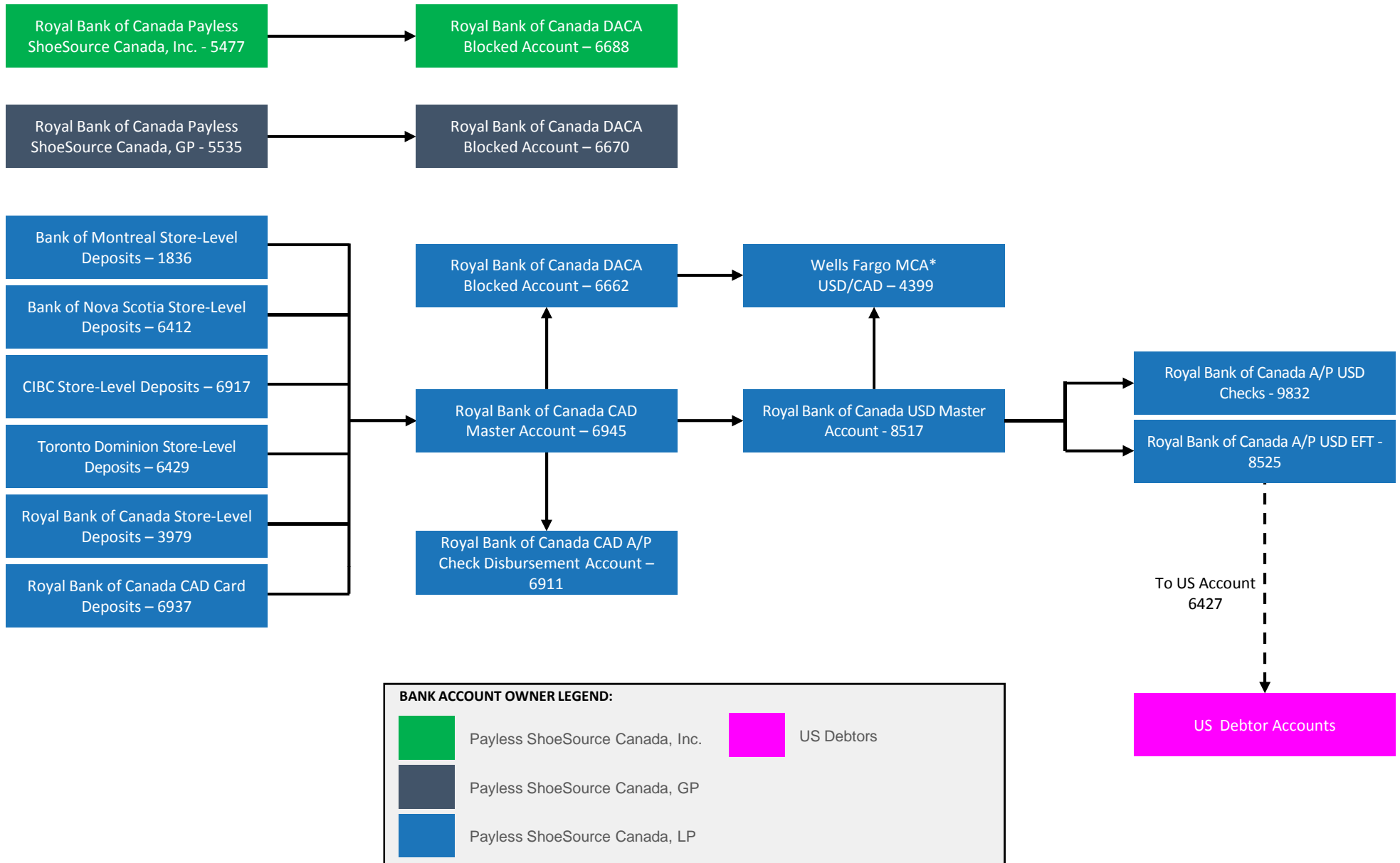
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[Handwritten Signature]

LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020




Cash Management System Flow of Funds Overview - Canada

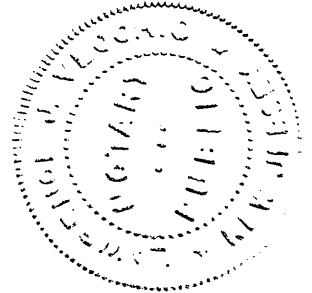


NOTES: *Account 4399 is not considered an operations account for Canada

This is **Exhibit "F"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)


LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020



Payless Shoesource Canada
Canadian Entities - Financial Statements
12 Periods Ended January 4th, 2019
Unaudited, amounts USD

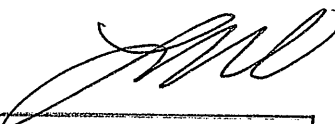
Statement of Financial Position				
Entity	Payless ShoeSource Canada GP Inc.	Payless ShoeSource Canada LP	Payless ShoeSource Canada Inc.	Total
Assets				
Current Assets				
Cash and Cash Equiv	49,511.72	3,894,772.79	3,912.05	3,948,196.56
Customer Acct Receivable	-	117,345.18	-	117,345.18
Intercompany Notes Receivable	-	-	110,690,620.47	110,690,620.47
Inventory	-	21,516,055.12	-	21,516,055.12
Prepaid Expenses	-	2,261,591.25	-	2,261,591.25
Other Current Assets	-	1,599,469.25	-	1,599,469.25
Total Current Assets	49,511.72	29,389,233.59	110,694,532.52	140,133,277.83
Long-Term Assets				
Property and Equipment	-	5,227,147.56	-	5,227,147.56
Intangibles	-	1,062,046.77	-	1,062,046.77
Other Long term Assets	58,196.89	193,286.30	45,526,734.55	45,778,217.74
Total Long Term Assets	58,196.89	6,482,480.63	45,526,734.55	52,067,412.07
Total Assets	107,708.61	35,871,714.22	156,221,267.07	192,200,689.90
Liabilities and Owner's Equity				
Current Liabilities				
Accounts Payable - Trade	-	1,150,538.27	234.49	1,150,772.76
Giftcards - Net	-	303,809.72	-	303,809.72
Accrued Salary Benefit	-	1,387,556.67	-	1,387,556.67
Intercompany - Merchandise	-	26,891,771.73	-	26,891,771.73
Intercompany - Other (net)	3,405.68	(8,250,678.17)	15,490,556.54	7,243,284.05
Accrued Taxes	2,259.09	1,679,737.50	87,665.08	1,769,661.67
Other AP and Accruals	-	703,496.60	-	703,496.60
Total Current Liabilities	5,664.77	23,866,232.32	15,578,456.11	39,450,353.20
Non-Current Liabilities				
Intercompany Notes Payable	-	-	57,810,341.92	57,810,341.92
Lease and Other Non-Current Property Liabilities	-	5,554,823.07	-	5,554,823.07
Total Non-Current Liabilities	-	5,554,823.07	57,810,341.92	63,365,164.99
Total Liabilities	5,664.77	29,421,055.39	73,388,798.03	102,815,518.19
Owner's Equity				
Common Stock	-	-	-	-
Common Stock and Paid in Capital	120,526.10	75,502,981.01	31,665,787.31	107,289,294.42
Retained Earnings	(15,088.04)	(67,818,475.69)	53,755,172.62	(14,078,391.11)
Accrued Other Comp Income	(3,394.22)	(1,233,846.49)	(2,588,490.89)	(3,825,731.60)
Total Owner's Equity	102,043.84	6,450,658.83	82,832,469.04	89,385,171.71
Total Liabilities and Owners Equity	107,708.61	35,871,714.22	156,221,267.07	192,200,689.90

Payless Shoesource Canada
Canadian Entities - Financial Statements
12 Periods Ended January 4th, 2019
Unaudited, amounts USD

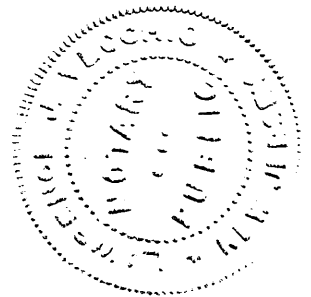
Statement of Profit and Loss				
Entity	Payless ShoeSource Canada GP Inc.	Payless ShoeSource Canada LP	Payless ShoeSource Canada Inc.	Total
Merchandise Sales	-	153,278,974.40	-	153,278,974.40
Cost of Sales				
Cost of Goods Sold - Materials	-	(89,222,360.60)	-	(89,222,360.60)
Depreciation and Amortization	-	(1,011,729.92)	-	(1,011,729.92)
Utilities	-	(1,737,625.48)	-	(1,737,625.48)
Rent	-	(17,579,189.74)	-	(17,579,189.74)
CAM	-	(5,568,522.59)	-	(5,568,522.59)
Real Estate Tax	-	(5,176,645.46)	-	(5,176,645.46)
Other Occupancy	-	(1,361,739.41)	-	(1,361,739.41)
Maint and Repair	-	(1,049,048.80)	-	(1,049,048.80)
Other Taxes	-	(91,138.52)	-	(91,138.52)
Asset Write-off	-	(23,988.20)	-	(23,988.20)
Impairment	-	(2,605,226.46)	-	(2,605,226.46)
Misc. Expenses	-	82,157.73	-	82,157.73
Intercompany Royalties	-	(4,605,906.01)	-	(4,605,906.01)
Total Cost of Sales	-	(129,950,963.46)	-	(129,950,963.46)
Gross Margin	-	23,328,010.94	-	23,328,010.94
Selling, General and Administrative Expenses				
Advertising Expense	-	(3,265,936.01)	-	(3,265,936.01)
Occupancy Expense	-	(427,086.21)	-	(427,086.21)
Compensation	-	(27,707,920.77)	-	(27,707,920.77)
Payroll Taxes	-	(1,938,576.62)	-	(1,938,576.62)
Legal and Prof Fees	-	(605,164.77)	-	(605,164.77)
Credit Card Expense Bank Fees	(2,160.15)	(1,957,246.21)	(6,329.78)	(1,965,736.14)
General Property Insurance	-	(412,909.28)	-	(412,909.28)
Supplies	-	(471,844.89)	-	(471,844.89)
Travel Expenses	-	(254,147.05)	-	(254,147.05)
Management Fees	-	(8,454,131.01)	-	(8,454,131.01)
Other S,G&A Expenses	64.19	(124,495.79)	-	(124,431.60)
FX Transaction Gain or Loss	2,132.69	(1,611,455.19)	7,396,725.78	5,787,403.28
Intercompany Interest (net)	142.93	8,553.40	4,467,425.66	4,476,121.99
Total SGA Expenses	179.66	(47,222,360.40)	11,857,821.66	(35,364,359.08)
Net Income Before Taxes	179.66	(23,894,349.46)	11,857,821.66	(12,036,348.14)
Income Taxes	93.30	(59.91)	(81,324.80)	(81,291.41)
Net Income/(Loss)	272.96	(23,894,409.37)	11,776,496.86	(12,117,639.55)

This is **Exhibit "G"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)



LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020



**SUMMARY OF LIEN SEARCHES AGAINST
PAYLESS CANADA ENTITIES CURRENT AND PRIOR NAMES**

“PAYLESS CANADA ENTITIES CURRENT AND PRIOR NAMES” means, collectively:

PAYLESS SHOESOURCE CANADA INC.

8769982 CANADA INC.

0844653 B.C. LTD.

PSS CANADA FINANCIAL SERVICES ULC

PSS CANADA FINANCIAL SERVICES CORP.

8770026 CANADA INC.

0844657 B.C. LTD.

PSS CANADA FINANCIAL MANAGEMENT ULC

PSS CANADA FINANCIAL MANAGEMENT CORP.

PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

**PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS
SHOESOURCE CANADA INC.**

**COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE
CANADA GP INC.**

PAYLESS SHOESOURCE CANADA LP

BOUTIQUES PAYLESS SHOESOURCE

PERSONAL PROPERTY SECURITY ACT (NEWFOUNDLAND)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 15193071
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, as Agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-02
2. Registration No.: 15193154
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, as Agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-02
3. Registration No.: 15207855
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-acquired personal property.

Motor Vehicle: N/A
Expiry Date: 2027-08-08

4. Registration No.: 15207863
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.
- First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-
acquired personal property.
- Motor Vehicle: N/A
Expiry Date: 2027-08-08

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
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3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (NEWFOUNDLAND)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (NOVA SCOTIA)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 28055424
 Registration Date: 2017-08-02
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Wells Fargo Bank, National Association, as Agent**
 Collateral Description: A security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-02

2. Registration No.: 28055515
 Registration Date: 2017-08-02
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada LP
 Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Wells Fargo Bank, National Association, as Agent**
 Collateral Description: A security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-02

3. Registration No.: 28081636
 Registration Date: 2017-08-08
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
 Collateral Description: A security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-08

4. Registration No.: 28081651
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.
First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-
acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-08

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
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4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. Registration No.: 23382617
Registration Date: 2014-09-27
Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corp.**
Second Secured Party: **Emkay Canada Leasing Corp.**

Collateral Description: Serial Numbered Collateral
Motor Vehicle: Serial Number: 1FMCU9GX2FUA33314
MOTOR VEHICLE
Description: 2015 Ford Escape SE
Added By: 23382617
Expiry Date: 2019-09-27

2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (NOVA SCOTIA)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (PRINCE EDWARD ISLAND)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 4304176
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, as Agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-02
2. Registration No.: 4304194
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, as Agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-02
3. Registration No.: 4308724
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-08

4. Registration No.: 4308733
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.
First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-
acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-08

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
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PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

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COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

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3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (PRINCE EDWARD ISLAND)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (NEW BRUNSWICK)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 29316643
 Registration Date: 2017-08-02
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Wells Fargo Bank, National Association, as Agent**
 Collateral Description: A security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-02

2. Registration No.: 29316841
 Registration Date: 2017-08-02
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada LP
 Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Wells Fargo Bank, National Association, as Agent**
 Collateral Description: A security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-02

3. Registration No.: 29341047
 Registration Date: 2017-08-08
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
 Collateral Description: A security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-08

4. Registration No.: 29341120
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.
First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
Collateral Description: A security interest is taken in all of the Debtor's present and after-
acquired personal property.
Motor Vehicle: N/A
Expiry Date: 2027-08-08

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
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PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
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COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

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PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (NEW BRUNSWICK)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (ONTARIO)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 10, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 10, 2019)

1. Registration No.: 20170808 1716 1590 9888
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada Inc.
First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
Collateral Classification: INVENTORY; EQUIPMENT; ACCOUNTS; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: N/A
Expiry Date: 2027-08-08

2. Registration No.: 20170802 1650 1590 9623
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada Inc.
First Secured Party: **Wells Fargo Bank, National Association, as Agent**
Collateral Classification: INVENTORY; EQUIPMENT; ACCOUNTS; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: N/A
Expiry Date: 2027-08-02

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 10, 2019)

1. Registration No.: 20170808 1716 1590 9889
Registration Date: 2017-08-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
Collateral Classification: INVENTORY; EQUIPMENT; ACCOUNTS; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: N/A
Expiry Date: 2027-08-08

2. Registration No.: 20170808 1717 1590 9890
Registration Date: 2017-08-08
Registration Period: 10 Years

- Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
- First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
Collateral Classification: INVENTORY; EQUIPMENT; ACCOUNTS; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: N/A
Expiry Date: 2027-08-08
3. Registration No.: 20170802 1649 1590 9621
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
- First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Classification: INVENTORY; EQUIPMENT; ACCOUNTS; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: N/A
Expiry Date: 2027-08-02
4. Registration No.: 20170802 1649 1590 9622
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
- First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Classification: INVENTORY; EQUIPMENT; ACCOUNTS; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: N/A
Expiry Date: 2027-08-02

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 10, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 10, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 10, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 10, 2019)

1. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.
3. Registration No.: 20160321 1922 5064 9060
Registration Date: 2016-03-21
Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corporation**
Second Secured Party: **Emkay Canada Leasing Corporation**
Collateral Classification: EQUIPMENT; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: Year: 2016
Make: Nissan
Model: Rogue S AWD
VIN: 5N1AT2MV4GC804710
Expiry Date: 2021-03-21
4. Registration No.: 20160321 1924 5064 9061
Registration Date: 2016-03-21
Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corporation**
Second Secured Party: **Emkay Canada Leasing Corporation**
Collateral Classification: EQUIPMENT; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: Year: 2016
Make: Nissan
Model: Rogue S AWD
VIN: 5N1AT2MV5GC790056
Expiry Date: 2021-03-21
5. Registration No.: 20160321 1926 5064 9062
Registration Date: 2016-03-21

Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corporation**
Second Secured Party: **Emkay Canada Leasing Corporation**
Collateral Classification: EQUIPMENT; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: Year: 2016
Make: Nissan
Model: Rogue S AWD
VIN: 5N1AT2MV7GC768589
Expiry Date: 2021-03-21

6. Registration No.: 20160105 1200 5064 2868
Registration Date: 2016-01-05
Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corporation**
Second Secured Party: **Emkay Canada Leasing Corporation**
Collateral Classification: EQUIPMENT; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: Year: 2016
Make: Nissan
Model: Rogue S AWD
VIN: 5N1AT2MV0GC761855
Expiry Date: 2021-01-05

7. Registration No.: 20140926 1936 5064 4315
Registration Date: 2014-09-26
Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corporation**
Second Secured Party: **Emkay Canada Leasing Corporation**
Collateral Classification: EQUIPMENT; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: Year: 2015
Make: Ford
Model: Escape SE
VIN: 1FMCU9GX8FUA33317
Expiry Date: 2019-09-26

8. Registration No.: 20140926 1938 5064 4316
Registration Date: 2014-09-26
Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corporation**
Second Secured Party: **Emkay Canada Leasing Corporation**
Collateral Classification: EQUIPMENT; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: Year: 2015
Make: Ford
Model: Escape SE
VIN: 1FMCU9GX5FUA33310
Expiry Date: 2019-09-26

9. Registration No.: 20140926 1943 5064 4319
Registration Date: 2014-09-26
Registration Period: 5 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corporation**
Second Secured Party: **Emkay Canada Leasing Corporation**
Collateral Classification: EQUIPMENT; OTHER; INCLUDED
Collateral Description: N/A
Motor Vehicle: Year: 2015
Make: Ford
Model: Escape SE
VIN: 1FMCU9GX9FUA33309
Expiry Date: 2019-09-26

BANK ACT (ONTARIO)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (MANITOBA)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 (other than 0844657 B.C. LTD. which search has a file currency date of January 15, 2019) and each of the searches were clear, except the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 201714352100
 Registration Date: 2017-08-08
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada LP
 Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
 Collateral Description: The security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-08

2. Registration No.: 201714351902
 Registration Date: 2017-08-08
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Cortland Products Corp., as administrative and collateral agent**
 Collateral Description: The security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A
 Expiry Date: 2027-08-08

3. Registration No.: 201714032505
 Registration Date: 2017-08-02
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada LP
 Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
 Canada Inc.
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
 Canada GP Inc.

 First Secured Party: **Wells Fargo Bank, National Association, as Agent**
 Collateral Description: The security interest is taken in all of the Debtor's present and after-
 acquired personal property.

 Motor Vehicle: N/A

Expiry Date: 2027-08-02

4. Registration No.: 201714032408
Registration Date: 2017-08-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.

First Secured Party: **Wells Fargo Bank, National Association, as Agent**
Collateral Description: The security interest is taken in all of the Debtor's present and after-
acquired personal property.

Motor Vehicle: N/A
Expiry Date: 2027-08-02

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (MANITOBA)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 (other than Commandite Payless ShoeSource Canada Inc. which search has a currency date of February 13, 2019) and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (SASKATCHEWAN)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 301657521
Registration Date: 02-Aug-2017
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Description: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.
Motor Vehicle: N/A
Expiry Date: 02-Aug-2027
2. Registration No.: 301657522
Registration Date: 02-Aug-2017
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Description: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS'.
Motor Vehicle: N/A
Expiry Date: 02-Aug-2027
3. Registration No.: 301659461
Registration Date: 08-Aug-2017
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
Collateral Description: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.
Motor Vehicle: N/A

Expiry Date: 08-Aug-2027

4. Registration No.: 301659475
Registration Date: 08-Aug-2017
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.
First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
Collateral Description: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
OF THE DEBTOR.
Motor Vehicle: N/A
Expiry Date: 2027-Aug-08

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (SASKATCHEWAN)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (ALBERTA)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 17080228179
Registration Date: 2017-Aug-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Motor Vehicle: N/A
Expiry Date: 2027-Aug-02 23:59:59
2. Registration No.: 17080228182
Registration Date: 2017-Aug-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP Inc.
First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Motor Vehicle: N/A
Expiry Date: 2027-Aug-02 23:59:59
3. Registration No.: 17080838004
Registration Date: 2017-Aug-08

Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.
First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY.

PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY,
INTANGIBLES, GOODS, DOCUMENTS OF TITLE,
INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS
DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY
ACT), AND INSURANCE PROCEEDS.

Motor Vehicle: N/A
Expiry Date: 2027-Aug-08 23:59:59

4. Registration No.: 17080838010
Registration Date: 2017-Aug-08
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource
Canada Inc.
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource
Canada GP Inc.
First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY.

PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY,
INTANGIBLES, GOODS, DOCUMENTS OF TITLE,
INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS
DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY
ACT), AND INSURANCE PROCEEDS.

Motor Vehicle: N/A
Expiry Date: 2027-Aug-08 23:59:59

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

**PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE
CANADA INC.**

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.

2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. Registration No.: 13080607211
Registration Date: 2013-Aug-06
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corp.**
Second Secured Party: **Emkay Canada Leasing Corp.**
Collateral Description: Serial Number Goods
Motor Vehicle: 1FMCU9G94EUA71806 2014 Ford Escape SE
Expiry Date: 2023-Aug-06 23:59:59

2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (ALBERTA)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 (other than Boutiques Payless ShoeSource which search has a currency date of February 15, 2019) and each of the search results are clear.

PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA)

The *Personal Property Security Act* searches against the Payless Canada Entities Current and Prior Names have a currency date of January 11, 2019 and each of the searches were clear, except for the following:

PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. Registration No.: 181915K
Registration Date: 2017-Aug-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP
First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Motor Vehicle: N/A
Expiry Date: 2027-Aug-02
2. Registration No.: 181917K
Registration Date: 2017-Aug-02
Registration Period: 10 Years
Debtor Name: Payless ShoeSource Canada LP
Payless ShoeSource Canada GP Inc.
Commandite Payless ShoeSource Canada Inc.
Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada
Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP
First Secured Party: **Wells Fargo Bank, National Association, As Agent**
Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Motor Vehicle: N/A
Expiry Date: 2027-Aug-02
3. Registration No.: 192171K
Registration Date: 2017-Aug-08

Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP

First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
 Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
 PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.

Motor Vehicle: N/A
Expiry Date: 2027-Aug-08

4. Registration No.: 192175K
 Registration Date: 2017-Aug-08
 Registration Period: 10 Years
 Debtor Name: Payless ShoeSource Canada LP
 Payless ShoeSource Canada GP Inc.
 Commandite Payless ShoeSource Canada Inc.
 Payless ShoeSource Canada GP Inc./Commandite Payless ShoeSource Canada
 Commandite Payless ShoeSource Canada Inc./Payless ShoeSource Canada GP

First Secured Party: **Cortland Products Corp., as Administrative and Collateral Agent**
 Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
 PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.

Motor Vehicle: N/A
Expiry Date: 2027-Aug-08

COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITE PAYLESS SHOESOURCE CANADA INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.

2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

COMMANDITE PAYLESS SHOESOURCE CANADA INC. / PAYLESS SHOESOURCE CANADA GP INC.

(File Currency: January 11, 2019)

1. See registration #1 above for PAYLESS SHOESOURCE CANADA GP INC.
2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #3 above for PAYLESS SHOESOURCE CANADA GP INC.
4. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

(File Currency: January 11, 2019)

1. Registration No.: 532239H
Registration Date: 2013-Aug-28
Registration Period: 10 Years (original registration length for 5 years and then registration number 900257K renewed the registration for another 5 years)
Debtor Name: Payless ShoeSource Canada LP
First Secured Party: **Emkay Canada Leasing Corp.**
Second Secured Party: **Emkay Canada Leasing Corp.**
Collateral Description: MV
Motor Vehicle: MV 1FMCU9G95EUA95158 2014 FORD ESCAPE SE
Expiry Date: 2023-Aug-28

2. See registration #2 above for PAYLESS SHOESOURCE CANADA GP INC.
3. See registration #4 above for PAYLESS SHOESOURCE CANADA GP INC.

BANK ACT (BRITISH COLUMBIA)

The *Bank Act* searches for the Payless Canada Entities Current and Prior Names each have the file currency date of January 11, 2019 and each of the search results are clear.

QUEBEC LIEN SEARCHES

Please refer to the attached Report on Corporate Standing, Bankruptcy, Bank Act and on Movable Property Security Registered in the Province of Quebec prepared by Miller Thomson LLP, acting as local agent for Cassels Brock & Blackwell LLP, dated January 16, 2019.

**REPORT ON CORPORATE STANDING, BANKRUPTCY, BANK
ACT AND ON MOVABLE PROPERTY SECURITY REGISTERED
IN THE PROVINCE OF QUÉBEC**

WITH RESPECT TO

PAYLESS SHOESOURCE CANADA INC.

8769982 CANADA INC.

8770026 CANADA INC.

0844657 B.C. LTD.

0844653 B.C. LTD.

PSS CANADA FINANCIAL SERVICES ULC

PSS CANADA FINANCIAL SERVICES CORP.

PSS CANADA FINANCIAL MANAGEMENT ULC

PSS CANADA FINANCIAL MANAGEMENT CORP.

PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITÉ PAYLESS SHOESOURCE
CANADA INC.

COMMANDITÉ PAYLESS SHOESOURCE CANADA INC./ COMMANDITÉ PAYLESS
SHOESOURCE CANADA GP INC.

COMMANDITÉ PAYLESS SHOESOURCE CANADA INC.

PAYLESS SHOESOURCE CANADA GP INC.

PAYLESS SHOESOURCE CANADA LP

BOUTIQUES PAYLESS SHOESOURCE



MILLER THOMSON

AVOCATS | LAWYERS

Miller Thomson LLP

January 16, 2019

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SCHEDULE A: SECURITY AND OTHER RIGHTS THAT MIGHT NOT BE DISCLOSED BY OUR SEARCHES

EXPLANATION OF SEARCHES AND SEARCH RESULTS

1. PURPOSE OF THIS REPORT

The purpose of our searches and enquiries was to ascertain, based on information filed or registered in public offices in the Province of Québec, whether there exists any security or other rights encumbering the movable property of the entities identified in Table 1 of this report (collectively, the “**Entities**”) in the public registers and registration systems indicated herein.

We have relied on the currency and accuracy of the registration systems and records that we consulted. However, we have no assurance that such registration systems and records have been kept current by the responsible registrars.

Only the person on whose behalf we have conducted our searches or made any enquiries may rely on the information furnished in this report. This report is not to be considered as a legal opinion but merely as an informational document summarizing the searches conducted.

2. SCOPE OF THE SEARCHES CONDUCTED

2.1 Corporate information and names searched

Our search results under Table 1 include a summary of general corporate and business information made available to the public by the “*Corporations Canada*” and “*Registraire des entreprises*” (Québec) with respect to the Entities. This information discloses whether a person is in good standing in respect of corporate reporting requirements and may also disclose additional or previous names. This information is declared by the Entities. The Entities are responsible for the accuracy of the information they declare. Note that the information on the statement of information is consistent with the declarations made by the Entities as of the date and time shown in Table 1.

This report excludes any search with respect to any business name used by the Entities unless otherwise indicated herein. Also, the predecessor names and tradenames of the Entities dating prior to January 1, 1994 have not been searched for the purpose of this report.

2.2 Jurisdictions

The search results in Table 1 also indicate the current and any previous location of the head office or registered office (the “**Head Office**”) of the Entities as disclosed by our searches. In the event that the Head Office is currently located or has previously been located outside of the Province of Québec, searches should be conducted in the jurisdiction where the Head Office is or was located.

3. PUBLIC RECORDS, REGISTRATION SYSTEMS AND SEARCH RESULTS (TABLES 1 TO 4)

The public records and registration systems that were consulted are each the object of a specific table, namely Tables 1 to 4. At the beginning of each of these tables, the dates at which the search results are current is indicated.

Furthermore, each of these tables contains a description of the searches that we conducted and a summary of the results of the searches with respect to the Entities. This sets out selected information based on our estimation of the information that is most likely to be relevant to a creditor or another party contracting with the Entities. Additional information is available in the public records and registration systems that were searched, including information relating to the property of collateral charged by any security or similar rights described in the table, limitations or annotations respecting the registrations. Please advise us if you wish to have a copy of the complete search results, which would provide full particulars of the registrations.

4. RANKING AMONG CREDITORS AND SECURITY AND OTHER RIGHTS THAT MIGHT NOT BE DISCLOSED BY OUR SEARCHES (SCHEDULE A)

The rank of security and rights affecting movable property is determined by many factors. However, as a general rule, registered security and rights rank according to the date and time of their registration. Thus, earlier registrations rank before later registrations.

Some forms of security and some rights affecting movable property, such as statutory liens or prior claims, are not susceptible of registration. Other forms of security and rights affecting property, such as a pledge of securities, may be registered but are not subject to the requirement of registration; such security and rights may be set up against third parties (i.e. perfected) even if not registered. In Schedule A of this report, we have furnished a non-exhaustive list of many of the forms of security and other rights that might not be disclosed by our searches in the Province of Québec.

TABLE 1 – NAMES, HEAD OFFICE LOCATIONS AND CORPORATE INFORMATION

1.1 PAYLESS SHOESOURCE CANADA INC.

Current English and French Name and Previous names (including pre-amalgamation)	Head Office Location	Corporate Information Search conducted on 2019-01-14 at 12:07:13 PM	
PAYLESS SHOESOURCE CANADA INC. 8769982 CANADA INC. 8770026 CANADA INC. 0844657 B.C. LTD. 0844653 B.C. LTD. PSS CANADA FINANCIAL SERVICES ULC PSS CANADA FINANCIAL SERVICES CORP. PSS CANADA FINANCIAL MANAGEMENT ULC PSS CANADA FINANCIAL MANAGEMENT CORP.	Registered Office Address: 4000-199 ST Bay Toronto Ontario M5L1A9 Canada	Registraire des entreprises (Québec) and Corporation Canada (STRATEGIS)	
		Jurisdiction:	Canada : Canadian Business Corporations Act
		Activities:	Specialty Family Footwear and Accessories Retailer
		Name of directors and officers:	Lorelei Lane, Officer, President Robert C. Donohoo, Officer, Vice-President and Secretary Neil G. Hansen, Officer, Vice-President and Treasurer Carol Perdic, Director
		Name of shareholder:	PSS Canada, Inc., majority shareholder

TABLE 1 – NAMES, HEAD OFFICE LOCATIONS AND CORPORATE INFORMATION

1.2 PAYLESS SHOESOURCE CANADA GP INC.

Current English and French Name and Previous names (including pre-amalgamation)	Head Office Location	Corporate Information Search conducted on 2019-01-14 at 12:09:44 PM	
<p>PAYLESS SHOESOURCE CANADA GP INC.</p> <p>COMMANDITÉ PAYLESS SHOESOURCE CANADA INC.</p> <p>PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITÉ PAYLESS SHOESOURCE CANADA INC.</p> <p>COMMANDITÉ PAYLESS SHOESOURCE CANADA INC./ PAYLESS SHOESOURCE CANADA GP INC.</p>	<p>Registered Office Address: 4000-199 ST Bay Toronto Ontario M5L1A9 Canada</p>	Registraire des entreprises (Québec) and Corporation Canada (STRATEGIS)	
		Jurisdiction:	Canada : Canadian Business Corporations Act
		Activities:	Specialty Family Footwear and Accessories Retailer
		Name of directors and officers:	Lorelei Lane, Officer and President Robert C. Donohoo, Director, Vice-President Neil G. Hansen, Director, Vice-President and Treasurer Carol Perdic, Director
Name of shareholder:	Payless ShoeSource Canada Inc., majority shareholder		

TABLE 1 – NAMES, HEAD OFFICE LOCATIONS AND CORPORATE INFORMATION

1.3 PAYLESS SHOESOURCE CANADA LP INC.

Current English and French Name and Previous names (including pre-amalgamation)	Head Office Location	Corporate Information Search conducted on 2019-01-14 at 12:08:34 PM	
<p>PAYLESS SHOESOURCE CANADA LP INC. BOUTIQUES PAYLESS SHOESOURCE</p>	<p>Registered Office Address: 4000-199 ST Bay Toronto Ontario M5L1A9 Canada</p>	Registraire des entreprises (Québec) and Corporation Canada (STRATEGIS)	
		Jurisdiction:	Ontario: Limited Partnership Act (Ontario)
		Activities:	Specialty Family Footwear and Accessories Retailer
		Name of directors and officers:	N/D
		Name of partners:	Limited Partner: Payless ShoeSource Canada Inc. General Partner: Payless ShoeSource Canada GP Inc.

TABLE 2 – QUÉBEC SEARCH RESULTS

Part I - Register of Personal and Movable Real Rights (Québec) (“RPMRR”)

2.1 PAYLESS SHOESOURCE CANADA INC.

Date search performed: 2019-01-14

RPMRR certified as at: 2019-01-14 at 1:45 PM

A. Section 1 – Hypothecs And Assignments

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(for further details, please refer to the text of the registration)</i>
1.			Nil	

B. SECTION 2 - LIST OF OTHER RIGHTS

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(for further details, please refer to the text of the registration)</i>
2.			Nil	

TABLE 2 – QUÉBEC SEARCH RESULTS

2.2 PAYLESS SHOESOURCE CANADA GP INC. /COMMANDITÉ PAYLESS SHOESOURCE CANADA INC.

Date search performed: 2019-01-14

RPMRR certified as at: 2019-01-14 at 1:45 PM

A. Section 1 – Hypothecs And Assignments

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information (for further details, please refer to the text of the registration)
1.	Conventional hypothec without delivery	11-0570213-0001 2011-07-27 at 10:30 AM	<p>Secured Party: 9257-4748 Québec inc. Montez l'Outaouais Inc. (pursuant to an assignment of right)</p> <p>Grantor: Payless ShoeSource Canada GP Inc.</p>	<p>Charged Property : Universality of all moveables: improvements, equipment, machinery, furniture, trade fixtures, raw materials, work in progress and inventory of every kind, present and future, located in or upon the premises at 1100 Maloney Boulevard West, Gatineau, Quebec, including all indemnities or proceeds paid under insurance contracts covering or pertaining to such moveables.</p> <p>Amount of hypothec : \$99,990 Date of agreement: 2011-06-22 Expiry date: 2021-06-01</p>
2.	Conventional hypothec without delivery	17-0831640-0001 2017-08-08 at 11:51 AM	<p>Secured Party: Wells Fargo Bank, National Association</p>	<p>Charged Property: The universality of all of each Grantor's movable property, present and future, corporeal and incorporeal, of whatsoever nature and kind and wheresoever situated (hereinafter collectively called the "Hypothecated Property").</p>

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(for further details, please refer to the text of the registration)</i>
			<p>Grantor: Payless ShoeSource Canada LP</p> <p>Grantor: Payless ShoeSource Canada GP</p> <p>Grantor: Commandité Payless ShoeSource Canada Inc.</p>	<p>Amount of hypothec: \$800,000,000 for each Grantor bearing interest at the rate of 25% per annum from the date of the Deed, compounded annually.</p> <p>This hypothec is granted in favour of the hypothecary representative (article 2692 of the <i>Civil Code of Quebec</i>).</p> <p>Date of agreement: 2017-08-08</p> <p>Expiry date: 2027-08-08</p> <p>Other Mentions: PAYLESS SHOESOURCE CANADA LP, a limited partnership existing under the laws of the Province of Ontario, is represented by its sole general partner PAYLESS SHOESOURCE CANADA GP INC./COMMANDITÉ PAYLESS SHOESOURCE CANADA INC. Except for those claims consisting of securities pledged to the Agent, each Grantor shall have authority to collect payments of interest and repayments of capital made on the claims included in the Hypothecated Property hypothecated in favour of the Agent pursuant to the Deed, as they fall due. The Agent may withdraw this authorization by written notice at any time following the occurrence of an Event of Default (as defined in the Credit Agreement) which is continuing.</p>
3.	Conventional hypothec without delivery	17-0836397-0002 2017-08-09 at 9 :38 AM	<p>Secured Party: Cortland Products Corp.</p> <p>Grantor: Payless ShoeSource Canada LP</p>	<p>Charged Property: The universality of all of each Grantor's movable property, present and future, corporeal and incorporeal, of whatsoever nature and kind and wheresoever situated (hereinafter collectively called the "Hypothecated Property").</p> <p>Amount of hypothec: \$800,000,000 for each Grantor bearing interest at the rate of 25% per annum from the date of the Deed, compounded annually.</p> <p>This hypothec is granted in favour of the hypothecary</p>

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(for further details, please refer to the text of the registration)</i>
			<p>Grantor: Payless ShoeSource Canada GP</p> <p>Grantor: Commandité Payless ShoeSource Canada Inc.</p>	<p>representative (article 2692 of the <i>Civil Code of Quebec</i>).</p> <p>Date of agreement: 2017-08-08</p> <p>Expiry date: 2027-08-09</p> <p>Other Mentions: PAYLESS SHOESOURCE CANADA LP is represented by its general partner PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITÉ PAYLESS SHOESOURCE CANADA INC.</p> <p>Except for those claims consisting of securities pledged to the Agent, each Grantor shall have authority to collect payments of interest and repayments of capital made on the claims included in the Hypothecated Property hypothecated in favour of the Agent pursuant to the Deed, as they fall due. The Agent may withdraw this authorization by written notice at any time following the occurrence of an Event of Default (as defined in the Loan Agreement) which is continuing.</p>

B. SECTION 2 - LIST OF OTHER RIGHTS

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(For further details, please refer to the text of the registration)</i>
1.			Nil	

TABLE 2 – QUÉBEC SEARCH RESULTS

2.3 PAYLESS SHOESOURCE CANADA LP INC.

Date search performed: 2019-01-14

RPMRR certified as at: 2019-01-14 at 1:45 PM

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(for further details, please refer to the text of the registration)</i>
1.	Conventional hypothec without delivery	17-0831640-0001 2017-08-08 at 11:51 AM	<p>Secured Party: Wells Fargo Bank, National Association</p> <p>Grantor: Payless ShoeSource Canada LP</p> <p>Grantor: Payless ShoeSource Canada GP</p> <p>Grantor: Commandité Payless ShoeSource Canada Inc.</p>	<p>Charged Property: The universality of all of each Grantor's movable property, present and future, corporeal and incorporeal, of whatsoever nature and kind and wheresoever situated (hereinafter collectively called the "Hypothecated Property").</p> <p>Amount of hypothec: \$800,000,000 for each Grantor bearing interest at the rate of 25% per annum from the date of the Deed, compounded annually.</p> <p>This hypothec is granted in favour of the hypothecary representative (article 2692 of the <i>Civil Code of Quebec</i>).</p> <p>Date of agreement: 2017-08-08</p> <p>Expiry date: 2027-08-08</p> <p>Other Mentions: PAYLESS SHOESOURCE CANADA LP, a limited partnership existing under the laws of the Province of Ontario, is represented by its sole general partner PAYLESS SHOESOURCE CANADA GP INC./COMMANDITÉ PAYLESS SHOESOURCE CANADA INC. Except for those claims consisting of securities pledged to the Agent, each Grantor shall have authority to collect payments of interest and repayments of capital made on the claims included in the Hypothecated Property hypothecated in favour of the Agent pursuant to the Deed, as they fall due. The Agent may withdraw this authorization by written notice at any time following the occurrence of an Event of Default (as defined in the Credit Agreement) which is continuing.</p>

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(for further details, please refer to the text of the registration)</i>
2.	Conventional hypothec without delivery	17-0836397-0002 2017-08-09 at 9 :38 AM	<p>Secured Party: Cortland Products Corp.</p> <p>Grantor: Payless ShoeSource Canada LP</p> <p>Grantor: Payless ShoeSource Canada GP</p> <p>Grantor: Commandité Payless ShoeSource Canada Inc.</p>	<p>Charged Property: The universality of all of each Grantor's movable property, present and future, corporeal and incorporeal, of whatsoever nature and kind and wheresoever situated (hereinafter collectively called the "Hypothecated Property").</p> <p>Amount of hypothec: \$800,000,000 for each Grantor bearing interest at the rate of 25% per annum from the date of the Deed, compounded annually.</p> <p>This hypothec is granted in favour of the hypothecary representative (article 2692 of the <i>Civil Code of Quebec</i>).</p> <p>Date of agreement: 2017-08-08</p> <p>Expiry date: 2027-08-09</p> <p>Other Mentions: PAYLESS SHOESOURCE CANADA LP is represented by its general partner PAYLESS SHOESOURCE CANADA GP INC. / COMMANDITÉ PAYLESS SHOESOURCE CANADA INC.</p> <p>Except for those claims consisting of securities pledged to the Agent, each Grantor shall have authority to collect payments of interest and repayments of capital made on the claims included in the Hypothecated Property hypothecated in favour of the Agent pursuant to the Deed, as they fall due. The Agent may withdraw this authorization by written notice at any time following the occurrence of an Event of Default (as defined in the Loan Agreement) which is continuing.</p>

TABLE 2 – QUÉBEC SEARCH RESULTS

B. SECTION 2 - LIST OF OTHER RIGHTS

Ref. No.	Nature of Registration	Registration No. Registration Date and Time	Parties	Summary of Charge and Information <i>(For further details, please refer to the text of the registration)</i>
2.	Nil			

*Any name changes are not referenced herein. They are unnecessary for this analysis.

TABLE 3 – BANK OF CANADA SEARCHES IN THE PROVINCE OF QUÉBEC

Section 427 of the *Bank Act* Security Register

3.1 PAYLESS SHOESOURCE CANADA INC.

Names searched	Certification date and time	Registration Name	Date / Expiry date	Number	Bank
Payless ShoeSource Canada inc.	2019/01/15 at 10:03:58 AM PST	Nil			
8769982 Canada Inc.	2019/01/15 at 10:04:31 AM PST	Nil			
8770026 Canada Inc.	2019/01/15 at 10:04:54 AM PST	Nil			
0844657 B.C. Ltd.	2019/01/15 at 10:05:25 AM PST	Nil			
0844653 B.C. Ltd.	2019/01/15 at 10:05:47 AM PST	Nil			
PSS Canada Financial Services ULC	2019/01/15 at 10:06:18 AM PST	Nil			
PSS Canada Financial Services Corp.	2019/01/15 at 10:06:40 AM PST	Nil			
PSS Canada Financial Management ULC	2019/01/15 at 10:07:02 AM PST	Nil			
PSS Canada Financial Management Corp.	2019/01/15 at 10:07:36 AM PST	Nil			

TABLE 3 – BANK OF CANADA SEARCHES IN THE PROVINCE OF QUÉBEC

3.2 PAYLESS SHOESOURCE CANADA GP INC.

Names searched	Certification date and time	Registration Name	Date / Expiry date	Number	Bank
Payless ShoeSource Canada GP Inc.	2019/01/15 at 10:07:58 AM PST	Nil			
Payless ShoeSource Canada GP Inc. / Commandité Payless ShoeSource Canada inc.	2019/01/15 at 10:08:24 AM PST	Nil			
Commandité Payless ShoeSource Canada inc./ Commandité Payless ShoeSource Canada GP inc.	2019/01/15 at 10:08:46 AM PST	Nil			
Commandité Payless ShoeSource Canada inc.	2019/01/15 at 10:09:19 AM PST	Nil			

TABLE 3 – BANK OF CANADA SEARCHES IN THE PROVINCE OF QUÉBEC

3.3 PAYLESS SHOESOURCE CANADA LP INC.

Names searched	Certification date and time	Registration Name	Date / Expiry date	Number	Bank
Payless ShoeSource Canada LP	2019/01/15 at 10:09:41 AM PST	Nil			
Boutique Payless ShoeSource	2019/01/15 at 10:12:17 AM PST	Nil			

TABLE 4 – BANKRUPTCY SEARCH RESULTS

Office of the Superintendent of Bankruptcy Canada

4.1 PAYLESS SHOESOURCE CANADA INC.

Names Searched	Date of Search	Certification Date	Estate Type	Date of Proceeding	Total Liabilities (Total Assets)	First Meeting of Creditors
Payless ShoeSource Canada inc.	2019-01-15	2019-01-11	Nil			
8769982 Canada Inc.	2019-01-15	2019-01-11	Nil			
8770026 Canada Inc.	2019-01-15	2019-01-11	Nil			
0844657 B.C. Ltd.	2019-01-15	2019-01-11	Nil			
0844653 B.C. Ltd.	2019-01-15	2019-01-11	Nil			
PSS Canada Financial Services ULC	2019-01-15	2019-01-11	Nil			
PSS Canada Financial Services Corp.	2019-01-15	2019-01-11	Nil			
PSS Canada Financial Management ULC	2019-01-15	2019-01-11	Nil			
PSS Canada Financial Management Corp.	2019-01-15	2019-01-11	Nil			

TABLE 4 – BANKRUPTCY SEARCH RESULTS

4.2 PAYLESS SHOESOURCE CANADA GP INC.

Names Searched	Date of Search	Certification Date	Estate Type	Date of Proceeding	Total Liabilities (Total Assets)	First Meeting of Creditors
Payless ShoeSource Canada GP Inc.	2019-01-15	2019-01-11	Nil			
Payless ShoeSource Canada GP Inc. / Commandité Payless ShoeSource Canada inc.	2019-01-15	2019-01-11	Nil			
Commandité Payless ShoeSource Canada inc./ Commandité Payless ShoeSource Canada GP inc.	2019-01-15	2019-01-11	Nil			
Commandité Payless ShoeSource Canada inc.	2019-01-15	2019-01-11	Nil			
Payless ShoeSource Canada LP	2019-01-15	2019-01-11	Nil			
Boutique Payless ShoeSource	2019-01-15	2019-01-11	Nil			

TABLE 4 – BANKRUPTCY SEARCH RESULTS

4.3 PAYLESS SHOESOURCE CANADA LP INC.

Names Searched	Date of Search	Certification Date	Estate Type	Date of Proceeding	Total Liabilities (Total Assets)	First Meeting of Creditors
Payless ShoeSource Canada LP	2019-01-15	2019-01-11	Nil			
Boutique Payless ShoeSource	2019-01-15	2019-01-11	Nil			

TABLE 5– LITIGATION SEARCH RESULTS

Civil/Appeal, Financial, Municipal, Penal and Statutory and Court Records¹

Date of search results: January 17 & 18, 2019

Results current to: Varies, depending on the processing of information filed in the relevant judicial districts

Court records searched: The current name and its predecessor names were searched at the Court of Appeal (Quebec), the Superior Court (Quebec), and the Court of Quebec, respectively, for the judicial districts and the periods referred to in section 2 under Schedule A of this report.

Summary of information on record:

A) PAYLESS SHOESOURCE CANADA INC

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
1.	Commission des normes du travail	Payless Shoesource Canada Inc. et al (Boutiques Payless Shoesource)	June 20, 2006	550-22-009137-066	Employment contract	\$2,993.68	A Declaration of Settlement out of Court was filed on September 18, 2007.
Financial Court Records							
No ongoing or recent actions.							
Municipal Court Records							
1.	Ville de Drummondville	Payless Shoesource	Date of Infraction: July	803271789	Municipal by-law infraction- alarm	\$100.00 + \$97.00 in fees	According to this docket this is still

¹ The computerized records consulted will disclose entries only against a name searched that is used by the relevant court to identify a proceeding. A person may be a party to a proceeding without such person's name being used to identify the proceeding, in whole or in part. Such a proceeding would not be disclosed by our searches.

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
		Canada Inc.	12, 2010		system set off		outstanding. This should be verified.
2.	Ville de Drummondville	Payless Shoesource Canada Inc.	Date of Infraction: June 17, 2009	803058436	Municipal by-law infraction- alarm system set off	\$100.00 + \$97.00 in fees	According to this docket this is still outstanding. This should be verified.
3.	Ville de Drummondville	Payless Shoesource Canada Inc.	Date of Infraction: October 16, 2008	802795726	Municipal by-law infraction- alarm system set off	\$100.00 + \$97.00 in fees	According to this docket this is still outstanding in the amount of \$22.04. This should be verified.
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

B) 8769982 CANADA INC.

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							
No ongoing or recent actions.							

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Municipal Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

C) 8770026 CANADA INC.

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							
No ongoing or recent actions.							
Municipal Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

D) 0844657 B.C. LTD

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							
No ongoing or recent actions.							
Municipal Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

E) 0844653 B.C. LTD

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
No ongoing or recent actions.							
Municipal Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

F) PSS CANADA FINANCIAL SERVICES ULC

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							
No ongoing or recent actions.							
Municipal Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

G) PSS CANADA FINANCIAL SERVICES CORP

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							
No ongoing or recent actions.							
Municipal Court Records							

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

H) PSS CANADA FINANCIAL MANAGEMENT ULC

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							
No ongoing or recent actions.							
Municipal Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

I) PSS CANADA FINANCIAL MANAGEMENT CORP.

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Court Records							
No ongoing or recent actions.							
Municipal Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Court Records							
No ongoing or recent actions.							

J) PAYLESS SHOESOURCE CANADA GP INC.

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
No ongoing or recent actions.							
Financial Records							
No ongoing or recent actions.							

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Financial Court Records							
No ongoing or recent actions.							
Penal Court Records							
No ongoing or recent actions.							
Statutory Records							
No ongoing or recent actions.							

K) BOUTIQUES PAYLESS SHOESOURCE

No.	Plaintiff	Defendant (s)	Date of Initial Proceeding (d/m/y)	Court File Number	Nature of File	Amount Claimed and cross-demand	Status of Court File
Civil/Appeal Court Records							
There is one action which is the same as Payless Shoesource Canada Inc. (550-22-009137-066). Please see above.							
Financial Records							
No ongoing or recent actions.							
Municipal Records							
No ongoing or recent actions.							
Penal Records							
No ongoing or recent actions.							
Statutory Records							
No ongoing or recent actions.							

SCHEDULE A
SECURITY AND OTHER RIGHTS THAT
MIGHT NOT BE DISCLOSED BY OUR SEARCHES

The following comments are made with respect to the law applicable in the Province of Québec as well as for Federal Registers.

1. Québec

- (a) Claims designated as “prior claims” under the *Civil Code of Québec*, which are preferred over other claims, including those of hypothecary creditors.
- (b) Hypothecs constituted by the delivery of the hypothecated property to the creditor, or to a third party acting on behalf of the creditor.
- (c) Legal hypothecs, deemed trusts, rights of garnishment and similar preferences and rights, established by the statutes or arising by law.
- (d) Hypothecs on properties represented by bills of lading or other negotiable instruments or on claims granted within ten days of the currency date of the results of our searches in the Register of Personal and Movable Real Rights (“**RPMRR**”), provided the title instrument thereof was remitted to the creditor within ten days of the granting of the hypothec.
- (e) Hypothecs granted within 15 days of the currency date that of the results of our searches in the RPMRR in favour of sellers of property on the property sold.
- (f) Leases with a term of more than one year (taking into account the duration of any option to renew), instalment sales, sales with a right of redemption and leasing agreements (“*crédit-baux*”) entered into within 15 days of the currency date of the results of our searches in the RPMRR.
- (g) Hypothecs on property acquired from the grantor of the hypothec, or a third person, if the property charged with the hypothec was sold or otherwise alienated outside the ordinary course of business of an enterprise.
- (h) Rights registered under the identification number of a road vehicle (as the term “road vehicle” is defined in the *Highway Safety Code*) unless searches were conducted under the appropriate identification number.
- (i) Security and other charges that are not required to be registered, such as:
 - (i) leases of property with a term of one year or less (taking into account the duration of any option to renew);
 - (ii) rights resulting from unregistered assignments of debts or claims;
 - (iii) rights in respect of taxes; and
 - (iv) rights of resolution.

- (j) Security registered in a jurisdiction other than Québec on property that has been brought into Québec (provided that the registration has not ceased to be effective in the other jurisdiction and that the security is registered in Québec within 30 days after having been brought into the Province or within 15 days after the creditor has been advised that the property has been moved into Québec, whichever is earlier).
- (k) Security on corporeal (tangible) movables ordinarily used in more than one jurisdiction if the person having granted the security is not currently domiciled in Québec.
- (l) Security on incorporeal (intangibles) movables (other than negotiable bills, notes or other instruments, or documents of title, transferable by delivery or by endorsement and delivery) if the person who granted the security is not currently domiciled in Québec.
- (m) Security of the kinds described at items j and k above if (i) the person who granted the security was not domiciled in Québec at the time the security was granted but has since established domicile in Québec, and (ii) registration of the security in the jurisdiction where the grantor was formerly domiciled has not ceased to be effective and the security is re-registered in Québec within 30 days after the grantor establishes domicile in the Province, whichever is earlier, during such period of 30 days or 15 days, as the case may be, if such period had not expired at the currency date of the results of our searches in the RPMRR.
- (n) Security on inventory granted pursuant to Section 427 of the Bank Act if, at the time the security was granted, the person who granted the security did not have its head office in Québec.
- (o) Charges registered or filed under names other than those against which we conducted our searches or after the currency dates of our searches.


2. Federal Registers

Security or other rights in favour of third parties registered under federal statutes respecting:

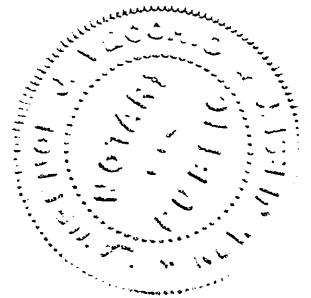
- (a) trade marks;
- (b) patents;
- (c) industrial designs;
- (d) copyrights;
- (e) registered circuit topographies;
- (f) maritime liens;
- (g) railways, aircraft or other rolling stock; or
- (h) plant breeders' rights.

This is **Exhibit "H"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)



LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020





As of January 24, 2019

Mr. Mario Zarazua
Payless ShoeSource Canada Inc.
Payless ShoeSource GP Inc.
Payless ShoeSource Canada LP
3231 SE 6th Ave.
Topeka Kansas 66607

Dear Mario:

This letter agreement (the “*Agreement*”), entered into as of January 3, 2019 (the “*Effective Date*”), confirms the terms of the agreement among Ankura Consulting Group, LLC (“*Ankura*”) and Payless ShoeSource Canada Inc., Payless ShoeSource GP Inc. and Payless ShoeSource Canada LP (collectively, the “*Payless Canada Group*”) reporting to the Payless Canada Groups’ respective boards of directors or partners (the “*Board*”), pursuant to which the Payless Canada Group has engaged Ankura to provide additional services to the Payless Canada Group. Solely with respect to the Payless Canada Group, this Agreement supersedes any prior agreements between Ankura and Payless Holdings, LLC or any of its subsidiaries or affiliates (the “*Company*”).

1. Scope of Engagement: On the terms and subject to the conditions of this Agreement, Ankura will provide to the Payless Canada Group the following interim management and advisory services (the “*Services*”), as requested by the Payless Canada Group and agreed to by Ankura:
 - (a) Review and challenge the Payless Canada Group’s current 13-week cash forecast and identify opportunities to accelerate receipts, manage disbursements and improve the forecasting and reporting process;
 - (b) Gain an understanding of the Payless Canada Group’s current operations including those areas where the Payless Canada Group has underperformed to its original business plan and identify possible areas of improvement;
 - (c) Assist the Payless Canada Group with existing or future store closures and liquidations;
 - (d) Assist management with developing and implementing strategies regarding the Payless Canada Group vendors;
 - (e) Assist management in the development of a new strategic business plan including the analysis and possible sale of assets;
 - (f) Assist management in negotiations with stakeholders and their professional constituencies;
 - (g) Assist the Payless Canada Group in communications with vendors and suppliers;
 - (h) Commence contingency planning as may be required to affect a restructuring;
 - (i) In the event the Payless Canada Group elects to commence proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (“*CCAA*”) or other insolvency legislation in Canada, evaluate the short-term company-prepared cash flows and financing requirements of the Payless Canada Group as they relate to the insolvency proceedings;



- (j) Assist the Payless Canada Group in its planned Canadian insolvency proceedings, including preparation and oversight of its financial statements and schedules related to the insolvency proceedings, monthly operating reports, first day pleadings, and other information required in the insolvency proceedings, as applicable;
- (k) Assist the Payless Canada Group in obtaining court approval for financing including developing forecasts and information;
- (l) Assist the Payless Canada Group with respect to its insolvency related claims management and reconciliation process;
- (m) Assist management, where appropriate, in communications and negotiations with other constituents critical to the successful execution of the insolvency proceedings;
- (n) Work with the Payless Canada Group, as appropriate, and its retained professionals, to assess any offer(s) made pursuant to court-approved sale procedures;
- (o) Serve as Chief Restructuring Organization with respect to the Payless Canada Group and provide the services set out herein in such capacity; and,
- (p) Provide other services the Payless Canada Group requests and Ankura agrees to provide.

As part of the Services, Ankura may be requested to assist the Payless Canada Group (and its legal or other advisors) in negotiating with the Payless Canada Group's creditors and equity holders and with other interested parties. In the event that we participate in such negotiations, the representations made and the positions advanced will be those of the Payless Canada Group and its management, not Ankura or its employees.

It is our intention to work closely with you and management throughout the course of our engagement. Regular discussions with you regarding our progress should provide you with an opportunity to confirm or request that we modify the scope of our engagement to best serve your needs. The Services and compensation arrangements set forth herein do not encompass other financial advisory services not set forth in this Section 1. If the Payless Canada Group and Ankura later determine to expand the scope of Services to include other services not otherwise set forth herein, such future agreement will be the subject of a further and separate written agreement of the parties.

Notwithstanding anything to the contrary in this Agreement, but subject to the oversight and direction of the Board in accordance with the Payless Canada Group's organizational documents and applicable law, and with the assistance of Cassels Brock & Blackwell LLP as counsel to the Payless Canada Group, the Chief Restructuring Organization shall be authorized to perform the services set forth in section 1 hereof and make decisions with respect to the day to day aspects of the management and operations of the Payless Canada Group's business, including, without limitation, related to organization, human resources, marketing, sales, operations, supply chain, finance and administration, in such manner as the Chief Restructuring Organization deems reasonably necessary and appropriate, and, in the case of a CCAA proceeding, take such actions and steps and execute such documents and writings as required to cause or permit each member of the Payless Canada Group to do all things authorized, directed and permitted pursuant to the CCAA and any court orders granted in the CCAA proceeding.

2. Appointment as Chief Restructuring Organization of the Payless Canada Group. In connection with the CCAA proceedings, the Payless Canada Group will seek approval of Ankura's appointment as Chief Restructuring Organization from the Ontario Superior Court of Justice (Commercial List).

None of the Chief Restructuring Organization, Stephen Marotta, Adrian Frankum or any other employee or agent of the Chief Restructuring Organization shall be an employee, officer or directors of the Payless Canada Group



pursuant to this letter or any prior engagement letter with the Company. In the event that any of the Payless Canada Group commence proceedings under the CCAA or other applicable insolvency legislation, the Payless Canada Group will seek provisions in the order specifically confirming this paragraph.

The Payless Canada Group agrees that in the event that the Payless Canada Group decides to commence insolvency proceedings in Canada, including proceedings under the CCAA, the Payless Canada Group will seek provisions in a court order in such proceedings in form and substance satisfactory to the Chief Restructuring Organization:

- providing that the Payless Canada Group's obligations to pay any amounts properly due or payable to the Chief Restructuring Organization in connection with this engagement shall be secured by a first priority court ordered charge over the assets of the Payless Canada Group. The Chief Restructuring Organization acknowledges and agrees that such charge would also secure payments of other amounts owing to certain professionals in connection with the CCAA proceedings, including the fees and expenses of Cassels Brock & Blackwell LLP as counsel to the Payless Canada Group and the fees and expenses of any monitor to be appointed in such proceedings and its counsel;
- providing that the Chief Restructuring Organization, Stephen Marotta, Adrian Frankum and other employees of the Chief Restructuring Organization shall not incur any liability or obligation as a result of the provision of services to the Payless Canada Group except as may result from gross negligence or wilful misconduct; and
- providing that the claims of the Chief Restructuring Organization, Stephen Marotta, Adrian Frankum and other employees of the Chief Restructuring Organization, including without limitation under Schedule I hereto, are not claims which may be compromised within or otherwise effected by any restructuring proceeding, any plan of compromise or arrangement or other proceeding.

3. Payless Canada Group's Information and Reports:

In order to fulfill the Services under this Agreement, it will be necessary for Ankura personnel to have access to the Payless Canada Group's facilities and certain books, records and reports of the Payless Canada Group. In addition, Ankura will need to have discussions with the Payless Canada Group's management and certain other personnel. Ankura will perform the Services in a manner that will permit the business operations of the Payless Canada Group to proceed in an orderly fashion, subject to the requirements of this engagement. We understand that the Payless Canada Group has agreed it will furnish Ankura with such reasonable information as Ankura believes reasonably appropriate to its assignment (all such information so furnished being the "**Information**"). The Payless Canada Group recognizes and confirms that Ankura (i) will use and rely on the accuracy and completeness of the Information and on Information available from generally recognized public sources without independently verifying the same, (ii) does not assume responsibility for the accuracy, completeness or reasonableness of the Information and such other Information, and (iii) will not make an appraisal of any assets or liabilities (contingent or otherwise) of the Payless Canada Group. The Payless Canada Group shall advise Ankura promptly upon obtaining any actual knowledge of the occurrence of any event or any other change in fact or circumstance upon which Ankura formed part or all of its opinions, advice, or conclusions, or which could reasonably be expected to result in some or all of the Information being incorrect, inaccurate, or misleading. To the best of the Payless Canada Group's knowledge, the Information to be furnished by or on behalf of the Payless Canada Group, when delivered, will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading.



Ankura will submit reports highlighting our findings and observations based upon the Services we perform pursuant to this Agreement. Our reports will encompass only matters that come to our attention in the course of our work that we perceive to be significant in relation to the objectives of our engagement. The depth of our analyses and extent of our authentication of the information on which our advice to you will be based may be limited in some respects due to the extent and sufficiency of available Information, time constraints dictated by the circumstances of our engagement, and other factors. We do not contemplate examining any such Information in accordance with generally accepted auditing or attestation standards. It is understood that, in general, we are to rely on Information disclosed or supplied to us by employees and representatives of the Payless Canada Group without audit or other detailed verification of their accuracy and validity. Accordingly, we will be unable to and will not provide assurances in our reports concerning the integrity of the Information used in our analyses and on which our findings and advice to you may be based. In addition, we will state that we have no obligation to, and will not update our reports or extend our activities beyond the scope set forth herein unless you request, and we agree to do so.

4. Fees and Expenses: Ankura shall bill its fees and expenses to the Company, consistent with the engagement letter between the Company and Ankura dated as of January 24, 2019. The Payless Canada Group shall remit payment for Ankura's services through the existing intercompany management services agreements and consistent with prior practice, provided, however, that in the event that the Payless Canada Group fails to remit such intercompany payments, Ankura reserves the right to seek payment of its hourly fees and expenses directly from the Payless Canada Group at its customary rates.

5. Payment Obligations and Billing:

(a) Payment Obligations: The obligations of the Payless Canada Group under this Agreement (including the indemnification, reimbursement and contribution obligations described in Schedule I) shall be joint and several obligations. The payment of the Fees and Expenses hereunder are the exclusive obligations of the Payless Canada Group. The Payless Canada Group shall pay all invoiced amounts, whether for Fees or Expenses or otherwise, to Ankura by wire transfer of immediately available funds.

(b) Billing: In addition to the Retainer, the Payless Canada Group agrees to pay all Fees and Expenses promptly upon receipt of an invoice to the Payless Canada Group for all Services rendered and Expenses incurred. Payment of the Fees, Expenses and Retainer (including any additional amounts to replenish the Retainer) shall be made via wire transfer to the following account:

Bank Name:	Bank of America
Bank Address:	222 Broadway New York, NY 10038
ABA No:	026009593
Account Name:	Ankura Consulting Group LLC
Account No:	226005697768

6. Term of Agreement: The term of Ankura's engagement shall extend from the date hereof and shall continue thereafter until either (x) 5 business days after the date that the Payless Canada Group shall have notified Ankura in writing of the termination of this Agreement or (y) 30 days after such



time as Ankura shall have notified the Payless Canada Group in writing of the termination of this Agreement, provided, however, that Ankura may terminate this Agreement immediately if continuing to perform Services under this Agreement violates law or regulation. Any termination of this Agreement shall not affect any provisions that survive the termination hereof, including, (i) the indemnification, reimbursement, contribution and other obligations set forth in this Agreement, including Schedule I, and (ii) Ankura's right to receive payment of Fees earned and Expenses incurred by Ankura through the date of termination, and the Payless Canada Group shall promptly pay or cause to be paid all such reasonable Fees and Expenses due and owing. Notwithstanding anything to the contrary herein, in the event that the Payless Canada Group terminates this Agreement after written notice and an opportunity to cure, to the extent curable, for reasons that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal or further review finds Ankura's actual fraud, willful misconduct, or gross negligence was the result of such termination, Ankura shall not be entitled to any Fee hereunder except to the extent determined by a court of competent jurisdiction that Ankura is entitled to a Fee because the loss or damages to the Payless Canada Group as a result of Ankura's actual fraud, willful misconduct, or gross negligence was less than the Fees owed to Ankura hereunder.

7. Nature of Services; Use of Advice:

- (a) Ankura shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to the Payless Canada Group. Any advice rendered pursuant to this Agreement is intended solely for the use of the Payless Canada Group in considering the matters to which this Agreement relates, and such advice may not be relied upon by any other person or used for any other purpose. Nothing in this Agreement, expressed or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the Indemnified Persons (as such term is defined in Schedule I) and each of their respective successors, heirs and assigns, any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Ankura hereunder.
- (b) Any advice rendered by or other materials prepared by, or any communication from, Ankura (in each case, the "**Ankura Advice**") may not be disclosed, or used, in whole or in part, to or by, any third party, or summarized, quoted from, or otherwise referred to in any manner, without the prior written consent of Ankura, such consent not to be unreasonably withheld, conditioned or delayed. Ankura Advice may only be used by the Payless Canada Group for the purposes set forth in this Agreement. The terms of this Agreement shall not be referred to without Ankura's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.
- (c) At the direction of legal counsel, certain communications and correspondence between Ankura and reports and analyses prepared by Ankura, in connection with this Agreement and the matters contemplated hereby, will be considered in preparation for litigation, and accordingly, will be subject to the attorney-client privilege and work-product privilege between Ankura and the Payless Canada Group.

8. Confidentiality and Internal Use: In connection with this engagement, either party (the "**Receiving Party**") may come into the possession, whether orally or in writing, of Confidential Information of the other party (the "**Disclosing Party**"). The Receiving Party hereby agrees that it will not disclose, publish or distribute such Confidential Information to any third party without the Disclosing Party's consent, which consent shall not be unreasonably withheld. For purposes of this Agreement, "Confidential Information" means any and all nonpublic, confidential or proprietary knowledge,

data, or information of or concerning the Disclosing Party. For the avoidance of doubt, Confidential Information includes without limitation, research, analyses, names, business plans, valuations, databases and management systems. Confidential Information shall not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) is already in the lawful possession of the Receiving Party at the time of disclosure; (iii) is lawfully obtained from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; (iv) is independently developed without use of or reference to any Confidential Information or (v) is required to be disclosed or is requested by governmental agencies having regulatory authority or other authority over the Receiving Party or (vi) is required by a court order or legal process to be disclosed, provided that the Receiving Party shall use its best efforts, to the extent permitted by law to do so, to promptly give Disclosing Party prior written notice to any disclosure under this clause (vi) so that Disclosing Party can seek a protective order at the Disclosing Party's expense. Nothing in this Section 8 or this Agreement shall prohibit Ankura from using the Payless Canada Group's name and logo as part of a general client listing and as a specific citation in proposals or similar directed marketing efforts.

9. Indemnification: The Payless Canada Group shall provide indemnification, contribution and reimbursement as set forth in Schedule I hereto. The terms and provisions of Schedule I are an integral part hereof, are hereby incorporated by reference, are subject in all respects to the provisions hereof and shall survive any termination or expiration of this Agreement. Further, if an Indemnified Person (as defined in Schedule I) is requested or required to appear as a witness in any Action (as defined in Schedule I) that is brought by or on behalf of or against the Payless Canada Group or that otherwise relates to this Agreement or the Services rendered by Ankura hereunder, the Payless Canada Group shall, jointly and severally, reimburse Ankura and the Indemnified Person for all reasonable and documented, actual out of pocket expenses incurred by them in connection with such Indemnified Person appearing or preparing to appear as such a witness, including without limitation, the reasonable and documented fees and disbursements of legal counsel.
10. Entire Agreement; Amendments: This Agreement (including Schedule I) represents the entire agreement between the parties, supersedes all previous agreements relating to the subject matter hereof (should they exist) and may not be modified or amended except in writing signed by all of the parties hereto.
11. Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.
12. Severability: The invalidity or unenforceability of any provision of this Agreement (including Schedule I) shall not affect the validity or enforceability of any other provision.
13. Announcements: Ankura shall be entitled to identify the Payless Canada Group and use the Payless Canada Group's name and logo in connection with marketing and pitch materials upon conclusion of the Services. In addition, if requested by Ankura, the Payless Canada Group agrees that in any press release related to the Services or outcome of the Services provided hereunder, the Payless Canada Group will include in such press release a mutually acceptable reference to Ankura's role as advisor to the Payless Canada Group.
14. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario, without giving effect to the choice of law provisions thereof. The Courts

of Ontario sitting in Toronto shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.

15. Notices: Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (including via email so long as the recipient acknowledges receipt) at the address set forth in the signature blocks of each such person below.

16. Miscellaneous:

(a) Conflicts:

(i) Ankura is involved in a wide range of other activities from which conflicting interests, or duties, may arise. We have undertaken an inquiry of our records in accordance with our standard business practices based on the parties identified to us and have determined that we may proceed. Due to the diversity of Ankura's experts and advisory services, Ankura cannot be certain all relationships have or will come to light. Should an actual conflict come to the attention of Ankura during the course of this engagement, we will notify you immediately and take appropriate actions, as necessary. The Payless Canada Group represents and warrants that it has informed Ankura of the parties-in-interest to this matter and agrees that it will inform Ankura of additions to, or name changes for, those parties-in-interest. Ankura is not restricted from working on other engagements unrelated to the Payless Canada Group involving the parties in this matter; however, during the course of this engagement, services of the nature described in this Agreement shall not be provided by Ankura for parties which are known by Ankura to be directly adverse to the Payless Canada Group without prior written consent of the Payless Canada Group. The Payless Canada Group and Ankura acknowledge that Ankura has been retained by the Company to provide similar services in connection with a potential global restructuring. The parties agree and acknowledge that no conflict currently exists between the Payless Canada Group and the other entities within the Company. In the event that a conflict of interest arises, the board of the applicable entities will work with Ankura to devise an appropriate protocol for resolution of any issues that arise. Nothing in this letter will disqualify Ankura from continuing to provide services to the Company in the event that a conflict of interest arises.

(ii) The Payless Canada Group acknowledges that Ankura and its affiliates may have provided professional services to, may currently provide professional services to, or may in the future provide such services to other parties-in-interest. The Payless Canada Group agrees that Ankura, its affiliates, subsidiaries, subcontractors and their respective personnel will have no responsibility to the Payless Canada Group in relation to such professional services, nor any responsibility to use or disclose information Ankura possesses by reason of such services, whether or not such information might be considered material to the Payless Canada Group. Information which is held elsewhere within Ankura but is not publicly available will not for any purpose be taken into account in determining Ankura's responsibilities to the Payless Canada Group under this engagement. Ankura will not have any duty to disclose to the Payless Canada Group or any other party or



utilize for the benefit of any such party's or any other party any non-public information, or the fact that Ankura is in possession of such information, acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business.

- (b) Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.
- (c) Independent Contractors: In connection with the Services, Ankura may, with the prior written consent from the Payless Canada Group utilize agents or independent contractors or its own affiliates or its own agents or independent contractors. References in this Agreement to Ankura personnel shall apply equally to employees, agents or independent contractors of Ankura and its affiliates. The parties intend that an independent contractor relationship will be created by this Agreement. As an independent contractor, Ankura will have complete and exclusive charge of the management and operations of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operations of its business. Ankura employees will not be entitled to receive from the Payless Canada Group any vacation, sick pay, leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits or any other employee benefits. Ankura will be responsible for all withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create a fiduciary or agency relationship between Ankura and the Payless Canada Group.
- (d) Limitations of Engagement: The Payless Canada Group acknowledges that Ankura is being retained solely to assist the Payless Canada Group as described in this Agreement. The Payless Canada Group agrees that it will be solely responsible implementing any advice or recommendations and for ensuring that any such implementation complies with applicable law. The Payless Canada Group understands that Ankura is not undertaking to provide any legal, regulatory, accounting, insurance, tax or other similar professional advice and the Payless Canada Group confirms that it is relying on its own counsel, accountants and similar advisors for such advice. This engagement shall not constitute an audit or review, or any other type of financial statement reporting engagement. It is expressly agreed that, other than as set forth above, Ankura will not evaluate or attest to the Payless Canada Group's internal controls, financial reporting, illegal acts or disclosure deficiencies and Ankura shall be under no obligation to provide formal fairness or solvency opinions with respect to any bankruptcy case or otherwise, or any transaction contemplated thereby or incidental thereto. In rendering its Services pursuant to this Agreement, and notwithstanding anything to the contrary herein, Ankura is not assuming any responsibility for any decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any transaction. Our engagement is to represent the Payless Canada Group and not its individual directors, officers, employees or shareholders. However, we anticipate that in the course of the engagement, we may provide information or advice to directors, officers or employees in their corporate capacities.

- (e) Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as “drafter” in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.
- (f) Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other parties. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning parties. This Agreement shall be binding on the parties hereto and their successors and permitted assigns.
- (g) Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- (h) Survival: Upon any termination of this Agreement, the sections intended to survive such termination shall survive and remain in effect.
- (i) Force Majeure: Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including but not limited to, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- (j) Non-Solicitation: During the Term of this engagement and for a period of one (1) year thereafter, the Payless Canada Group agrees that it will not directly or indirectly employ, solicit, engage, or retain the services of Ankura personnel whom they had substantive contact within the course of this engagement without the payment to Ankura of two (2) times the total direct compensation paid to such personnel in the preceding twelve (12) months, provided however that this section shall not apply to Ankura personnel who do not have substantive contact within the course of this engagement and who respond to a general solicitation or advertisement not specifically directed to Ankura personnel.

[Signature pages follow.]



If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

If you have any questions, please call Kevin Lavin or Stephen Marotta at (212) 818-1555. We look forward to working with you on this important matter.

Ankura Consulting Group, LLC

By: Ankura Consulting Group, LLC

[Additional signature pages follow.]



Schedule I

This Schedule I is a part of and incorporated into the letter agreement (the “*Agreement*”), between Ankura and the Payless Canada Group, pursuant to which Ankura has been engaged to act as the advisor to the Payless Canada Group to provide financial and restructuring advisory services as set forth in the Agreement. Capitalized terms not defined herein shall have the same meaning assigned in the Agreement.

As a material part of the consideration for the agreement of Ankura to furnish its Services under the Agreement, the Payless Canada Group, jointly and severally, agrees that it shall defend, indemnify and hold harmless Ankura and its affiliates and their respective directors, officers, employees, attorneys and other agents appointed by any of the foregoing and each other person, if any, controlling Ankura or any of its affiliates (Ankura and each such person and entity being referred to as an “*Indemnified Person*”), from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, “*Liabilities*”), and will reimburse each Indemnified Person for all reasonable and documented fees and expenses (including the reasonable and documented fees and expenses of counsel as outlined in the Agreement) (collectively, “*Expenses*”) as they are incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation and whether or not any Indemnified Person is a party (collectively, “*Actions*”), in each case, related to or arising out of or in connection with the Services rendered or to be rendered by an Indemnified Person pursuant to the Agreement or any Indemnified Persons’ actions or inactions in connection with any such Services; provided that the Payless Canada Group will not be responsible for any Liabilities or Expenses of any Indemnified Person that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal, to have resulted primarily from such Indemnified Person’s (x) actual fraud, gross negligence or willful misconduct in connection with any of the Services, or (y) Liabilities directly resulting from a material breach of Ankura’s obligations under this Agreement. The Payless Canada Group shall also reimburse such Indemnified Person for all Expenses as they are incurred in connection with enforcing such Indemnified Persons’ rights under the Agreement (including its rights under this Schedule I). Such Indemnified Person shall reasonably cooperate with the defense of any Actions.

The Payless Canada Group shall have the right to assume the defense of any such Action including the employment of counsel reasonably satisfactory to Ankura. The Payless Canada Group will not, without prior written consent of Ankura (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of such Indemnified Person from all Liabilities arising out of such Action and (ii) does not include any admission or assumption of fault or culpability on the part of any Indemnified Person.

No Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Payless Canada Group or its respective owners, parents, affiliates, security holders or creditors for, or in connection with advice or Services rendered or to be rendered by any Indemnified Person pursuant to the Agreement, the transactions contemplated thereby or any Indemnified Person's actions or inactions in connection with the Services except for Liabilities (and related Expenses) of the Payless Canada Group that are determined by a judgment of a court of competent jurisdiction, which judgment is no longer subject to appeal, to have resulted from such Indemnified Person's actual fraud, gross negligence or willful misconduct in connection with any such Services. In no event shall Ankura be liable to the Payless Canada Group for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct claim), or any consequential, special, indirect, direct, incidental, punitive or exemplary loss, damage or expense relating to this engagement, the Services or this Agreement.

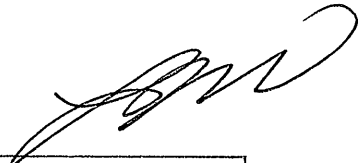


These indemnification, contribution and other provisions of this Schedule I shall (i) remain operative and in full force and effect regardless of any termination of the Agreement or completion of the engagement by Ankura; (ii) inure to the benefit of any successors, assigns, heirs or personal representative of any Indemnified Person; and (iii) be in addition to any other rights that any Indemnified Person may have.

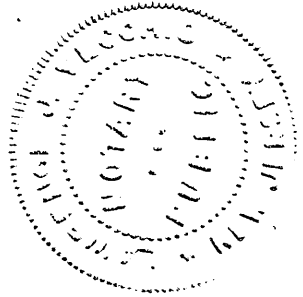
LEGAL*47392220.6

This is **Exhibit "I"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)



LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF PAYLESS SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE
CANADA GP INC.

(the "Applicants")

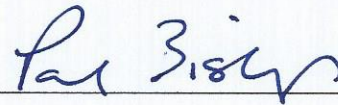
MONITOR'S CONSENT

We, FTI Consulting Canada Inc., hereby consent to act as Court-appointed Monitor in respect of the Applicants and Payless ShoeSource Canada LP in their proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

Dated at Toronto this 18th day of February, 2019.

FTI CONSULTING CANADA INC.

Per:



Name:

Paul Bishop

Title:

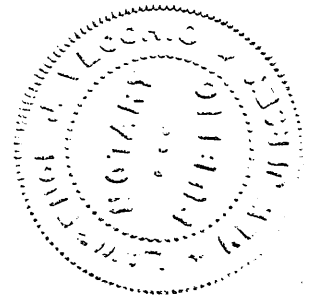
Senior Managing Director

This is **Exhibit "J"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)



LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020





STEPHEN MAROTTA

Senior Managing Director

Turnarounds, Restructurings, & Crisis Management

485 Lexington Avenue,
10th Floor, New York, NY 10017

+1.212.818.1555 Main
+1.212.818.1118 Direct
+1.973.714.9800 Mobile

stephen.marotta@ankura.com

EDUCATION

BS, Business Administration,
Seton Hall University

CERTIFICATIONS

Certified Public Accountant

Certified Insolvency and
Restructuring Advisor

AFFILIATIONS

New Jersey Society of Certified
Public Accountants

Association of Insolvency
Accountants

American Bankruptcy Institute

Stephen Marotta is a Senior Managing Director at Ankura based in New York. Stephen has more than 30 years of experience providing professional accounting and consulting services to major corporations and businesses, including 27 years of consulting to financially troubled companies.

Stephen enjoys a national reputation as a restructuring expert and crisis manager forging consensual agreements among diverse parties. His experience includes business plan and disclosure statement development, viability assessments, reengineering and overhead reduction programs, claims and preference analyses, crisis management, and forensic investigation and litigation support. His industry experiences include real estate and construction, healthcare, retail, telecommunications, manufacturing, wholesale distribution, entertainment, and financial services. Among his many accomplishments, he has served as chief executive officer, chief financial officer, and chief restructuring officer, and in board positions, in crisis management situations. He has also provided testimony with respect to valuation, liquidation, and executory rejection claims.

Prior to his current position, Stephen was a founding principal of Marotta Gund Budd & Dzera LLC, which was acquired by Ankura in 2016. Prior to that, Stephen was a principal with Zolfo Cooper LLC. He has provided consulting services in troubled company situations representing companies, creditors, investors, and directors, as well as providing expert witness testimony.


Stephen's professional experience includes the following:

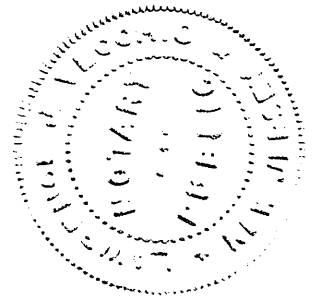
- Advised a \$350 million telecommunications solutions company where he successfully managed the company's liquidity and operations through the sale of the business.
- Served as chief restructuring officer for 95 skilled nursing facilities totaling over 7,000 beds, where he successfully refinanced over \$200 million in senior debt.
- Served as chief restructuring officer of SynCardia, a level-three medical device manufacturer, providing strategic and operational services during its financial restructuring.

- Served as vice chairman and chief restructuring officer of a national accessories manufacture selling private-label costume jewelry to the major large-box discounters.
- Acted as receiver of several New York radiology companies successfully improving profitability while repaying judgment creditor and cleaning up outstanding vendors.
- Served as chief restructuring officer for Daytop, a substance abuse prevention provider, delivering strategic and operational services throughout its Chapter 11 process.
- Served as chief executive officer and founder of Oasis Management Resources LLC, a real estate executive management and back-office support entity located in Arizona.
- Advised the Secured Bank Group of Hicks Sports Group, providing strategic guidance during the Chapter 11 filings and subsequent sales of the Texas Rangers and the Dallas Stars.
- Served as director and chief executive officer of high-end residential golf communities across the United States.
- Advised the Secured Bank Group of Acadia, a \$150 million international auto-parts manufacturer.
- Served as chief restructuring officer of ATX, a \$300 million CLEC and ISP provider, resulting in a successful reorganization and emergence from a Chapter 11 proceeding.
- Served as chief restructuring officer of Conso, a \$180 million decorative trimming and apparel manufacturer, resulting in the successful restructuring of its capital structure.
- Served as chief restructuring officer of International Check Services, a \$100 million check-cashing-services company, where he successfully sold operations in a four-month period.
- Advised a 500-store dietary service provider, where he provided strategic consulting services.
- Served as chief restructuring officer of National Leisure Group, the world's largest cruise travel vacation provider. At NLG, his achievements included formulating a business plan, implementing a cost reduction program, managing day-to-day operations, and successfully selling the operations.
- Served as chief restructuring officer at Protocol, a \$200 million telemarketing and direct-mail company.
- Advised the senior bank group of SourceLink, a \$95 million direct-marketing company, where he provided strategic consulting services.
- Served as chief financial officer of US Electrical Services, a \$600 million distributor of electrical products.

This is **Exhibit "K"**
to the Affidavit of **Stephen Marotta**
sworn and subscribed to before me
this **18th day February, 2019**

(insert notary stamp)


LAWRENCE J VECCHIO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 3, 2020



**GREAT AMERICAN GROUP, LLC
TIGER CAPITAL GROUP, LLC**

February 12, 2019

To: Payless Holdings, LLC (“Merchant”)
Payless ShoeSource Canada LP (“Canadian Merchant”)
Attn:

From: Great American Group, LLC

Tiger Capital Group, LLC

Attn: Scott K. Carpenter

Re: Store Closing Program – Consulting Agreement

Ladies and Gentlemen:

This letter shall serve as the agreement (the “Agreement”) of a contractual joint venture comprised of Great American Group, LLC and Tiger Capital Group, LLC (together, “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 retail stores identified on Exhibit A attached hereto (each a “Store” and collectively the “Stores”) and at Merchant’s distribution centers identified on Exhibit B (each a “Distribution Center” and collectively, the “Distribution Centers”), subject to the terms and conditions set forth herein and Merchant’s right to remove any Store from Exhibit A or Distribution Center from Exhibit B at any time. With respect to the Stores in Canada, (i) each entity comprising Consultant may assign this Agreement to its respective Canadian affiliate for purposes of conducting the Sale in Canada and (ii) references to Merchant throughout this Agreement shall include Canadian Merchant (as appropriate).

On or about February 18, 2019, the Merchant intends to file for protection under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 by commencing a chapter 11 case (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”). Payless ShoeSource Canada GP Inc. as general partner of the Canadian Merchant, a corporation formed by the laws of Canada intends to seek protection under the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”) in the Ontario Superior Court of Justice (Commercial List) (“Canadian Court”). Pending approval of the Sale by the Bankruptcy Court, the Sale shall only be conducted using a “sale on everything,” or other mutually agreed upon theme at the Stores within the jurisdiction of those courts, provided however, the Sale shall on be commenced in the Canadian Stores following approval of the sale by the Canadian Court.

1. **RETENTION**

(A) 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 and Distribution Centers in accordance with a "going out of business," "store closing," "everything must go," "sale on everything," or other mutually agreed upon themed sale, 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 and Distribution Center-level employees and managers to keep them abreast of strategy and timing and to properly effect Store and Distribution Center 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 and Distribution Centers by category, sales reporting and expense monitoring, all of which shall be shared with the Merchant's advisors monitoring the Sale.
- (v) Meet with the Merchant and its advisors, on at least a weekly basis, to review sales, sales reporting and expenses in an effort to minimize expenses and maximize overall net recovery of the Sale.
- (vi) Recommend loss prevention strategies.
- (vii) Coordinate with Merchant so that the operation of the Stores and Distribution Centers are being properly maintained including ongoing customer service and housekeeping activities.
- (viii) Recommend appropriate staffing levels for the Stores and Distribution Centers and appropriate bonus and/or incentive programs (to be funded by Merchant) for Store and Distribution Center (including group leaders/district managers retained for the Sale).
- (ix) Subject to the approval of the Bankruptcy Court and Canadian Court, as applicable, assist Merchant to commence the Sale as a "going out of business," "store closing," "sale on everything," "everything must go," or such other themed sale approved by Merchant.

- (x) Assist Merchant in the scheduling and allocation of inventory delivery to the Stores from the Distribution Centers and to and between the Distribution Centers with the goal of minimizing operating expenses for the Sale.

2. **SALE TERM; VACATING STORES**

(A) The term “Sale Term” with respect to each Store and Distribution Center shall commence on February 17, 2019 (the “Sale Commencement Date”) and shall end with respect to each respective Store and Distribution Center no later than May 31, 2019 (the “Sale Termination Date”); provided, however, that Merchant may decide on an earlier or later “Sale Commencement Date” or “Sale Termination Date” with respect to any one or more Stores or Distribution Centers (on a Store-by-Store, Distribution Center by Distribution Center basis). For greater certainty, the Sale Commencement Date for any Canadian Stores shall be no earlier than the date on which the Approval Order is granted by the Canadian Court and the Sale Termination Date shall be no later than April 30, 2019.

(B) Upon the conclusion of the Sale Term at each Store and Distribution Center, Consultant shall leave such Store and Distribution Center 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 and Distribution Centers during the Sale Term (including without limitation all Consultant Controlled Expenses and all other Store and Distribution Center-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(B) below) for such Consultant Controlled Expenses.

(B) Attached hereto as Exhibit C is an expense budget for the “Consultant Controlled Expenses.” Upon execution of this Agreement, prior to the filing of either the Chapter 11 Case or the CCAA, Merchant shall advance Consultant the sum of (i) USD\$2,830,000 (for United States Stores) and (ii) CAN\$440,000 (for Canadian Stores) for Consultant Controlled Expenses that may be incurred from the Sale Commencement Date through the approval of the assumption of this Agreement by the Bankruptcy Court and approval of this Agreement by the Canadian Court (the “Advance”). Upon approval of the assumption of this Agreement by the Bankruptcy Court and approval of this Agreement by the Canadian Court, as applicable, after taking the Advance into account, 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. The parties may

from time to time mutually agree in writing to increase or decrease the budget of Consultant Controlled Expenses based upon circumstances of the Sale and the removal of any Stores or Distribution Centers from the Sale.

4. **CONSULTANT COMPENSATION**

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

- (i) “Cost” shall mean with respect to each item of Merchandise, “Cost” as reflected in the File for such item.
- (ii) “File” shall mean collectively, the files in Exhibit D and as loaded in the dataroom in folder 1.8 Inventory Files provided to Consultant by Merchant on or prior to the Sale Commencement Date.
- (iii) “Gross Proceeds” shall mean the sum of 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.
- (iv) “Gross Cost Recovery” shall mean aggregate Gross Proceeds divided by the aggregate Cost of Merchandise sold during the Sale and expressed as a percentage.
- (v) “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date or delivered thereto after the Sale Commencement Date. “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 and improvements to real property that are located in the Stores and Distribution Centers (collectively, “FF&E”); (3) damaged or defective merchandise that cannot be sold for its intended purpose in the ordinary course of business; (4) goods held by Merchant on memo, on consignment, or as bailee; (1)-(4), collectively without the FF&E, the “Non-Inventory”); or (5) gift cards (third party and Merchant branded).

(B) In consideration of its services hereunder, Merchant shall pay Consultant the following fee calculated on the Gross Proceeds from the first dollar recovered (collectively, the "Consulting Fee"):

Gross Cost Recovery	Consulting Fee
Less than 150.50%	0.75% of Gross Proceeds
150.51% to 157.50%	1.0% of Gross Proceeds
157.51% to 165.50%	1.25% of Gross Proceeds
165.51% to 168.50%	1.60% of Gross Proceeds
168.51% to 172.50%	1.75% of Gross Proceeds
172.51% and above	2.10% of Gross Proceeds

Notwithstanding the foregoing, if, according to the above table, the Consulting Fee increases as a result of the Gross Cost Recovery equaling or exceeding a threshold, and (x) the Gross Proceeds, net of such applicable increased Consulting Fee, are less than (y) the Gross Proceeds, net of the immediately preceding Consulting Fee according to the table, the Consulting 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 Consulting Fee not decrease to the extent Gross Proceeds increase above a Gross Cost Recovery threshold.

(C) Subject to the Bankruptcy Court and Canadian Court approval, as applicable, Consultant shall sell Non-Inventory during the Sale at the Stores and Distribution Centers, and in consideration of such services, Consultant shall earn a fee equal to the Consulting Fee percentage earned on sales of Merchandise as set forth above multiplied by the aggregate gross receipts, net only of sales taxes, from the sale of Non-Inventory at the Stores and Distribution Centers.

(D) Gross Rings. For purposes of calculating Gross Proceeds, Gross Cost Recovery and the Consulting 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.

(E) 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) three quarters of one percent (0.75%) 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 Consulting Fee in connection with the Final Reconciliation. Immediately thereafter (and as part of the Final Reconciliation), Merchant shall pay any additional amount owed on account of such fee.

5. **CONDUCT OF SALE; OTHER SALE MATTERS**

(A) Unless otherwise agreed to by Merchant and Consultant, Merchant shall have control over the personnel in the Stores and Distribution Centers and shall handle the cash, debit and charge card payments for all Merchandise in accordance with Merchant's normal cash management procedures, subject to Consultant's right to audit any such items in the event of a good faith dispute as to the amount thereof. Merchant (and not Consultant) shall be responsible for ensuring that the Sale, and the operation of the Stores and Distribution Centers (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.

(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 Merchant's goods located at the Stores or Distribution Centers; (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 and Distribution Centers 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 Distribution Centers and Consultant agrees to cooperate with such inventory taking if and when done.

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

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

(H) Consultant shall, during the Sale Term, 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) Subject to compliance with any applicable laws and, from and after any insolvency proceedings, any order of the Bankruptcy Court or Canadian Court, as applicable, Merchant hereby permits the Sale to be, and shall ensure that the Sale otherwise may be, advertised as a “going out of business,” “store closing” or other mutually agreed upon handle throughout the term of the Sale.

6. **FF&E**

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

(B) With respect to all FF&E located at the Stores and Distribution Centers 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 and Distribution Centers at the conclusion of the Sale Term without liability to Merchant or any third party.

(E) To the extent the “Net FF&E Proceeds,” which is defined as (i) the aggregate gross receipts from the sale of the Offered FF&E in the Stores, less (ii) the FF&E Commission for sales of Offered FF&E in the Stores, and less (iii) the FF&E Expenses for the Stores, are less than \$1,500,000.00 (the “FF&E Store Minimum Guarantee”), the Consultant shall pay the difference between the actual Net FF&E Proceeds and the FF&E Store Minimum Guarantee as part of the Final Reconciliation.

7. **ADDITIONAL CONSULTANT GOODS**

(A) In connection with the Sale, and subject to compliance with the Approval Order, Consultant shall have the right, after review and consent by Merchant, at Consultant’s sole cost and expense, to supplement the Merchandise in the Sale (other than with respect to Additional Consultant Goods in the Canadian Stores as provided in section 7(H) below) with additional goods procured by Consultant which are of like kind, and no lesser quality to the Merchandise in the Sale (“Additional Consultant Goods”), provided that, any

additional goods sourced by Merchant from its existing vendors, as agreed to by Consultant, shall be referred to as "Additional Merchant Goods"), provided further that, in no event shall the Additional Merchant Goods exceed more than \$30,000,000.00 at original cost.

(B) Subject to section 7(C) below, the Additional Consultant Goods and Additional Merchant 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 and Additional Merchant Goods shall be run through Merchant's cash register systems; provided, however, that Consultant and Merchant shall mark the Additional Consultant Goods and Additional Merchant Goods using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods and Additional Merchant Goods from the sale of Merchandise. Consultant and Merchant shall also cooperate so as to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could identify the Additional Consultant Goods as non-Merchant goods. Additionally, Consultant shall provide signage in the Stores notifying customers that the Additional Consultant Goods have been included in the Sale. Absent Merchant's written consent, and Consultant's agreement to reimburse Merchant for any associated expenses, Consultant shall not use Merchant's distribution centers for any Additional Consultant Goods.

(C) Consultant shall pay to Merchant an amount equal to six and one half of one percent (6.5%) of the gross proceeds (excluding sales taxes) from the sale of the Additional Consultant Goods (the "Additional Consultant Goods Fee"), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Consultant shall pay Merchant its Additional Consultant Goods Fee in 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).

(D) With respect to the Additional Merchant Goods, in connection with each weekly reconciliation, all proceeds from the sale of Additional Merchant Goods shall be allocated as follows: first, to repay the Consultant the actual amount paid by Consultant for the Additional Merchant Goods (the "Advance"), second, to reimburse Agent or Merchant, as the case may be, for the actual cost of labor, freight and insurance relative to shipping such Additional Merchant Goods to the Stores, and third, to Merchant and Consultant equally (the Merchant's portion of proceeds being referred to as the "Additional Merchant Goods Fee").

(E) Consultant and Merchant intend that the transactions relating to the Additional Consultant Goods and Additional Merchant 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 and Additional Merchant Goods Fee, at all times and for all purposes the Additional Consultant Goods and Additional Merchant 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, Additional Merchant Goods or their proceeds. The Additional Consultant Goods and Additional Merchant Goods shall at all times remain subject to the exclusive control of Consultant.

(F) Subject to section 7(C), Merchant shall, at Consultant's sole cost and expense, insure the Additional Consultant Goods and Additional Merchant Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Subject to section 7(C), Consultant shall be responsible for payment of any deductible (but only in relation to the Additional Consultant Goods and Additional Merchant Goods) under any such insurance in the event of any casualty affecting the Additional Consultant Goods or Additional Merchant Goods.

(G) Merchant acknowledges that the Additional Consultant Goods and Additional Merchant 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, (ii) Additional Merchant Goods, (iii) the Additional Consultant Goods proceeds less the Additional Consultant Goods Fee, and (iv) the Additional Merchant Goods proceeds less the Additional Merchant Goods Fee and Consultant is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties.

(H) Merchant and Consultant agree that no Additional Consultant Goods shall be included in the Sale in the Canadian Stores.

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 and Distribution Centers, 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. Consultants 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 Merchandise or other assets located therein or associated therewith, or of Merchant's employees located at the Stores or Distribution Centers; 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;
- (iv) any consumer warranty or products liability claims relating to any Additional Consultant Goods; or
- (v) 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) Merchant will seek protection under Chapter 11 of the United States Bankruptcy Code and under the Canadian Merchant will seek protection under the CCAA. After the commencement of the Chapter 11 Case and the case under the CCAA, this Agreement, including engagement of Consultant and conduct of the Sale set forth herein, is subject to the approval of the Bankruptcy Court and Canadian Court, as applicable. Merchant and Canadian Merchant shall promptly seek to have this Agreement, and the transactions contemplated by this Agreement, approved and assumed by the Bankruptcy Court and approved by the Canadian Court pursuant to an order and terms acceptable to both Merchant, Canadian Merchant and Consultant (the "Approval Order"), which Approval Order shall be in form and substance reasonably acceptable to Consultant and shall provide, among other things, for commercially reasonable protections for the payment of Consultant's fees and expenses contemplated by this Agreement without further order of the Bankruptcy Court or the Canadian Court notwithstanding the liens or claims of the Merchant's secured lenders, including any debtor in possession financing lender. The Bankruptcy Court and Canadian Court, as applicable, 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 with a copy to Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attention: Meredith Lahaie with a copy to Cassels Brock & Blackwell LLP, Attention Ryan Jacobs and Jane Dietrich, email: rjacobs@casselsbrock.com and jdietrich@casselsbrock.com, with a copy to Malfitano Advisors, LLC, 747 Third Ave. 2nd Floor, New York, NY 10017, Attention: Joseph Malfitano; and (ii) if to Consultant, Scott K. Carpenter, President, Retail Solutions, Great American Group, LLC, 21255 Burbank Blvd, Suite 400, Woodland Hills, CA 91367, email: scarpenter@greatamerican.com, with a copy to Mark P. Naughton, Senior General Counsel, Tiger Capital Group, LLC, 350 N. LaSalle Street, 11th Floor, Chicago, IL 60654, email: mnaughton@tigergroup.com.

Very truly yours,

**A contractual joint venture comprised
of Great American Group, LLC**

By: _____
Print Name and Title:

Tiger Capital Group, LLC

By:  _____
Print Name and Title:

Mark P. Naughton
Senior General Counsel of
Tiger Capital Group, LLC
Agreed and Accepted:
Payless Holdings, LLC

By: _____
Print Name and Title:

Agreed and Accepted:
**Payless ShoeSource Canada GP Inc. by
and on behalf of Payless ShoeSource
Canada LP**

By: _____
Print Name and Title:

Exhibits:

- A Stores
- B Distribution Centers
- C Budget of Consultant Controlled Expenses
- D. File

Exhibit A

Stores

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
2	US and Protectorate	THE SHOPS AT MIDTOWN MIAMI	THE SHOPS AT MIDTOWN MIAMI	3401 N MIAMI AVE	MIAMI	FL	33127-3537	2,715
4	US and Protectorate	500 N GALLOWAY AVE	500 N GALLOWAY AVE	SUITE 124	MESQUITE	TX	75149-4398	4,000
13	US and Protectorate	PARIS TOWNE CENTER	PARIS TOWNE CENTER	3562 LAMAR AVE	PARIS	TX	75460-5026	5,000
15	US and Protectorate	1202 NW SHERIDAN	1202 NW SHERIDAN		LAWTON	OK	73505-5210	2,700
16	US and Protectorate	1001 E 8TH ST	1001 E 8TH ST		ODESSA	TX	79761-4633	3,856
25	US and Protectorate	CENTERVILLE/CROSSROADS CENTER	CENTERVILLE/CROSSROADS CENTER	1202 W CENTERVILLE RD # A	GARLAND	TX	75041-5905	2,800
26	US and Protectorate	SIERRA VISTA SC	SIERRA VISTA SC	3434 W ILLINOIS AVE	DALLAS	TX	75211-8722	3,000
27	US and Protectorate	PLYMOUTH PARK SHOPPING CENTER	PLYMOUTH PARK SHOPPING CENTER	1735 N STORY RD	IRVING	TX	75061-1852	3,808
37	US and Protectorate	8401 DYER ST	8401 DYER ST		EL PASO	TX	79904-2803	4,000
42	US and Protectorate	3900 N PRINCE ST	3900 N PRINCE ST	SPACE D	CLOVIS	NM	88101-9702	3,000
48	US and Protectorate	SMITH FARMS MARKETPLACE	SMITH FARMS MARKETPLACE	9002 NORTH 121ST EAST AVE S	OWASSO	OK	74055-0000	4,000
58	US and Protectorate	PINE TREE PLAZA	PINE TREE PLAZA	550 36TH AVE SW	ALTOONA	IA	50009-0000	3,200
62	US and Protectorate	4023 S NOLAND RD	4023 S NOLAND RD		INDEPENDENCE	MO	64055-6531	2,436
64	US and Protectorate	PUEBLO MALL	PUEBLO MALL	3545 DILLON DR	PUEBLO	CO	81008-1008	2,930
70	US and Protectorate	WALMART CENTER	WALMART CENTER	3410 AVE I	SCOTTSDUFF	NE	69361-0000	2,720
71	US and Protectorate	HANES MALL	HANES MALL	3320 SILAS CREEK PARKWAY S	WINSTON SALEM	NC	27103-0000	3,200
73	US and Protectorate	205 E 2ND ST	205 E 2ND ST		CALEXICO	CA	92231-2753	3,818
77	US and Protectorate	1514 S OLIVER ST	1514 S OLIVER ST		WICHITA	KS	67218-3228	4,000
79	US and Protectorate	411 W AGENCY RD	411 W AGENCY RD	SUITE 6	WEST BURLINGTON	IA	52655-1702	2,800
80	US and Protectorate	EDISON MALL	EDISON MALL	4125 CLEVELAND AVE	FORT MYERS	FL	33901-0000	2,445
85	US and Protectorate	SUNSET MALL	SUNSET MALL	1700 MARKET LANE	NORFOLK	NE	68701-7328	3,672
89	US and Protectorate	LAS TIENDAS PLAZA	LAS TIENDAS PLAZA	431 E MORRISON RD	BROWNSVILLE	TX	78526-0000	3,000
96	US and Protectorate	WALDORF SHOPPERS WORLD	WALDORF SHOPPERS WORLD	3280 CRAIN HWY	WALDORF	MD	20603-0000	2,800
99	US and Protectorate	805 MELBOURNE RD	805 MELBOURNE RD		HURST	TX	76053-4630	3,200
100	US and Protectorate	900 N MIDKIFF RD	900 N MIDKIFF RD		MIDLAND	TX	79701-2111	4,000
102	US and Protectorate	NORTHEAST PLAZA S/C	NORTHEAST PLAZA S/C	5908 WILSON RD # 10	KANSAS CITY	MO	64123-1941	3,200
107	US and Protectorate	CLINTON SUPER WALMART CENTER	CLINTON SUPER WALMART CENTER	1917 WEST 1800 NORTH	CLINTON	UT	84015-8328	3,000
111	US and Protectorate	5406 DOUGLAS AVE	5406 DOUGLAS AVE		DES MOINES	IA	50310-1840	4,000
118	US and Protectorate	7301 E ADMIRAL PL	7301 E ADMIRAL PL		TULSA	OK	74115-7910	4,425
127	US and Protectorate	BRECKENRIDGE FARM SHOPPING CEN	BRECKENRIDGE FARM SHOPPING CEN	1605 N BLUE LAKE BLVD	TWIN FALLS	ID	83301-3374	2,840
128	US and Protectorate	425 N HOLMES AVE	425 N HOLMES AVE		IDAHO FALLS	ID	83401-2615	4,000
130	US and Protectorate	828 N DAL PASO ST	828 N DAL PASO ST		HOBBS	NM	88240-5318	4,000
131	US and Protectorate	DAKOTA SQUARE MALL	DAKOTA SQUARE MALL	2400 10TH ST SW	MINOT	ND	58701-6997	3,017
133	US and Protectorate	QUINCY MALL	QUINCY MALL	3255 BROADWAY	QUINCY	IL	62301-3711	3,530
141	US and Protectorate	PLAZA CAROLINA	PLAZA CAROLINA	65 INFANTRY	CAROLINA	PR	00982-0000	7,390
142	US and Protectorate	601 S BELT HWY	601 S BELT HWY		SAINT JOSEPH	MO	64507-2108	4,000
143	US and Protectorate	PIONEER SQUARE CENTER	PIONEER SQUARE CENTER	715 N PERKINS RD	STILLWATER	OK	74075-5419	3,200
145	US and Protectorate	4824 S 4TH ST	4824 S 4TH ST		LEAVENWORTH	KS	66048-5035	3,096
151	US and Protectorate	MARKETPLACE AT CENTERRA	MARKETPLACE AT CENTERRA	1643 FALL RIVER DRIVE	LOVELAND	CO	80538-0000	3,000
154	US and Protectorate	KIRKWOOD PLAZA	KIRKWOOD PLAZA	659 KIRKWOOD MALL	BISMARCK	ND	58504-5704	3,018
162	US and Protectorate	ELK PLAZA SHPG CNTR	ELK PLAZA SHPG CNTR	1521 N HIGHWAY 81	DUNCAN	OK	73533-1407	3,200
165	US and Protectorate	MARTIN PLAZA	MARTIN PLAZA	1370 MARTIN BLVD	BALTIMORE	MD	21220-0000	3,000
168	US and Protectorate	VILLAGE SQUARE S/C	VILLAGE SQUARE S/C	2600 W CENTRAL AVE	DODGE CITY	KS	67801-6272	3,300
171	US and Protectorate	OAKLEAF TOWN CENTER	OAKLEAF TOWN CENTER	8180 MERCHANTS GATE DR	JACKSONVILLE	FL	32222-5821	2,800
184	US and Protectorate	FLAGLER PARK PLAZA	FLAGLER PARK PLAZA	10720 FLAGLER ST 9	MIAMI	FL	33174-4406	2,250
186	US and Protectorate	22701 HARPER AVE	22701 HARPER AVE		SAINT CLAIR SHORES	MI	48080-2943	3,096
189	US and Protectorate	BIG CREEK CROSSING	BIG CREEK CROSSING	2918 VINE ST	HAYS	KS	67601-1929	3,000
204	US and Protectorate	LAKE CITY MALL	LAKE CITY MALL	2469 SW US HIGHWAY 90 SUITE	LAKE CITY	FL	32055-8236	3,131
205	US and Protectorate	5606 NORMANDY BLVD	5606 NORMANDY BLVD		JACKSONVILLE	FL	32205-6249	3,600
206	US and Protectorate	1801 JAMES L REDMAN PKWY	1801 JAMES L REDMAN PKWY		PLANT CITY	FL	33566-6913	3,060
210	US and Protectorate	4004 N ARMENIA AVE	4004 N ARMENIA AVE		TAMPA	FL	33607-1002	3,060
212	US and Protectorate	SOUTHAVEN TOWN CENTER	SOUTHAVEN TOWN CENTER	6592 TOWNE CENTER LOOP	SOUTHAVEN	MS	38671-0000	3,000
215	US and Protectorate	BASIC PLAZA	BASIC PLAZA	100 BASIC DRIVE	WEST MONROE	LA	71292-7900	3,575
216	US and Protectorate	WINTER GARDEN VILLAGE	WINTER GARDEN VILLAGE	3311 DANIELS RD	WINTER GARDEN	FL	34787-0000	2,728
217	US and Protectorate	2573 SOUTH FERDON BLVD	2573 SOUTH FERDON BLVD		CRESTVIEW	FL	32536-9425	3,060
220	US and Protectorate	EASTLAKE TERRACE SC	EASTLAKE TERRACE SC	1450 EASTLAKE PARKWAY	CHULA VISTA	CA	91915-0000	2,880
221	US and Protectorate	SILVER SPRINGS COMMONS	SILVER SPRINGS COMMONS	4920 E SILVER SPRINGS BLVD	OCALA	FL	34470-3284	2,975
223	US and Protectorate	AMERICAN PLAZA S/C	AMERICAN PLAZA S/C	1524 W IRLO BRONSON MEMORI	KISSIMMEE	FL	34741-4000	3,150
226	US and Protectorate	LONGVIEW MALL	LONGVIEW MALL	3500 MCCANN RD	LONGVIEW	TX	75605-4406	6,839
229	US and Protectorate	1260 N BROADWAY AVE	1260 N BROADWAY AVE		BARTOW	FL	33830-3343	3,000
232	US and Protectorate	WESTFIELD CITRUS PARK	WESTFIELD CITRUS PARK	8130 CITRUS PARK DRIVE	TAMPA	FL	33625-0000	3,299
239	US and Protectorate	DOLPHIN PLAZA	DOLPHIN PLAZA	421 MARY ESTHER BLVD	MARY ESTHER	FL	32569-1692	3,220
243	US and Protectorate	GULFPORT PLAZA	GULFPORT PLAZA	9368 HWY 49	GULFPORT	MS	39503-4259	3,062
246	US and Protectorate	HAMMOCK LANDING	HAMMOCK LANDING	4311 NORFOLK PKWY	WEST MELBOURNE	FL	32904-8617	2,800
249	US and Protectorate	2315 S 11TH ST	2315 S 11TH ST		BEAUMONT	TX	77701-6425	3,000
253	US and Protectorate	1121 E 5TH ST	1121 E 5TH ST		TYLER	TX	75701-3318	4,500
254	US and Protectorate	TOWN SOUTH CENTER	TOWN SOUTH CENTER	103 N BRENTWOOD DR	LUFKIN	TX	75901-0000	3,000
255	US and Protectorate	NORWOOD PARK PLAZA	NORWOOD PARK PLAZA	1030 NORWOOD PARK BLVD	AUSTIN	TX	78753-0000	2,800
256	US and Protectorate	NORTH SPRINGS PLAZA	NORTH SPRINGS PLAZA	9610 WESTVIEW DR	CORAL SPRINGS	FL	33076-0000	3,006
257	US and Protectorate	CENTRAL TEXAS MARKETPLACE	CENTRAL TEXAS MARKETPLACE	2600 W LOOP 340	WACO	TX	76711-0000	3,000
262	US and Protectorate	STAMFORD TOWN CENTER	STAMFORD TOWN CENTER	100 GREYROCK PLACE	STAMFORD	CT	06901-0000	2,506
263	US and Protectorate	BOSQUE AT WOODED ACRES	BOSQUE AT WOODED ACRES	5201 BOSQUE DRIVE	WACO	TX	76710-0000	2,800
264	US and Protectorate	3505 PALMER HWY	3505 PALMER HWY		TEXAS CITY	TX	77590-7059	2,950
265	US and Protectorate	LAUREL HEIGHTS SHOPPING CENTER	LAUREL HEIGHTS SHOPPING CENTER	1210 S 77 SUNSHIRE STRIP	HARLINGEN	TX	78550-8016	4,000
269	US and Protectorate	920 GULFGATE CENTER MALL	920 GULFGATE CENTER MALL		HOUSTON	TX	77087-3028	2,989
270	US and Protectorate	TEJAS CENTER	TEJAS CENTER	725 E VILLA MARIA RD	BRYAN	TX	77802-5319	2,858
272	US and Protectorate	SOUTHMORE VILLAGE SC	SOUTHMORE VILLAGE SC	120 E SOUTHMORE	PASADENA	TX	77502-1708	3,000
276	US and Protectorate	WESTCREST SC	WESTCREST SC	8554 LONG POINT RD	HOUSTON	TX	77055-2311	4,920
280	US and Protectorate	701 N TEXAS BLVD	701 N TEXAS BLVD		HOUSTON	TX	77596-4805	4,600
282	US and Protectorate	YUMA PALMS REGIONAL CENTER	YUMA PALMS REGIONAL CENTER	1401 S YUMA PALMS PARKWAY	YUMA	AZ	85365-0000	3,150
283	US and Protectorate	LAVALLITA SC	LAVALLITA SC	1714 E MAIN ST	ALICE	TX	78332-4083	4,000
284	US and Protectorate	TARGET SHOPPING CENTER	TARGET SHOPPING CENTER	204 HWY 332 WEST	LAKE JACKSON	TX	77566-4013	3,110
285	US and Protectorate	VILLAGE AT SURPRISE	VILLAGE AT SURPRISE	13980 W BELL RD	SURPRISE	AZ	85374-3863	2,996
286	US and Protectorate	PLAZA LAS AMERICAS	PLAZA LAS AMERICAS	525 ROOSEVELT AVE	SAN JUAN	PR	00918-0000	6,467
295	US and Protectorate	APOPKA LAND REGIONAL MALL	APOPKA LAND REGIONAL MALL	759 S ORANGE BLOSSOM TRL	APOPKA	FL	32703-3708	3,000
300	US and Protectorate	WILKES BARRE MARKETPLACE	WILKES BARRE MARKETPLACE	2160 HIGHLAND PARK BLVD	WILKES BARRE	PA	18702-6059	2,800
302	US and Protectorate	CORTEZ PLAZA	CORTEZ PLAZA	641 CORTEZ RD W	BRADENTON	FL	34207-1549	3,200
303	US and Protectorate	111 W WILLOW ST	111 W WILLOW ST		LAFAYETTE	LA	70501-2839	4,012
304	US and Protectorate	GREAT RIVER RD SC	GREAT RIVER RD SC	287 SARGENT PRENTISS DR	NATCHEZ	MS	39120-4225	3,150
306	US and Protectorate	COBBLESTONE VILLAGE	COBBLESTONE VILLAGE	370 CBL DR	SAINT AUGUSTINE	FL	32086-0000	2,800
308	US and Protectorate	SHAWNEE SHOPPING CENTER	SHAWNEE SHOPPING CENTER	4903 N UNION	SHAWNEE	OK	74804-0000	3,000
312	US and Protectorate	BRAINARD MARKET CENTER	BRAINARD MARKET CENTER	480 GREENWAY VIEW DRIVE	CHATTANOOGA	TN	37311-5689	2,800
313	US and Protectorate	WAL MART PLAZA	WAL MART PLAZA	1002 JEFFERSON TERRACE BLV	NEW IBERIA	LA	70560-5712	2,800
314	US and Protectorate	DIXIE PLAZA SHOPPING CENTER	DIXIE PLAZA SHOPPING CENTER	310 DIXIE PLAZA	NATCHITOCHE	LA	71457-5880	3,400

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
317	US and Protectorate	1610 US 46	1610 US 46		WEST PATERSON	NJ	07424-0000	3,000
318	US and Protectorate	PALLISADES COURT	PALLISADES COURT	51 NATHANIEL PLACE	ENGLEWOOD	NJ	07631-2736	2,950
325	US and Protectorate	2737 SE HIGHWAY 70	2737 SE HIGHWAY 70		ARCADIA	FL	34266-5401	2,720
326	US and Protectorate	SHOPPES AT MARKET PLACE	SHOPPES AT MARKET PLACE	4203 SE FEDERAL HWY	STUART	FL	34997-0000	2,800
328	US and Protectorate	EAST TOWN SC	EAST TOWN SC	2013 HIGHWAY 72 E	CORINTH	MS	38834-6710	4,150
330	US and Protectorate	HOBBY LOBBY CENTER	HOBBY LOBBY CENTER	2702 W THOMAS ST	HAMMOND	LA	70401-2839	3,200
346	US and Protectorate	FREMAUX TOWN CENTER	FREMAUX TOWN CENTER	2702 TOWN CENTER PARKWAY	SLIDELL	LA	70458-8088	2,700
347	US and Protectorate	LAKE SQUARE MALL	LAKE SQUARE MALL	10401 US HIGHWAY 441 STE 064	LEESBURG	FL	34788-7243	3,407
349	US and Protectorate	2011 AIRLINE DR	2011 AIRLINE DR		BOSSIER CITY	LA	71111-3203	3,960
353	US and Protectorate	1330 N WEST AVE	1330 N WEST AVE		EL DORADO	AR	71730-3854	4,000
357	US and Protectorate	BEL AIR MALL	BEL AIR MALL	3402 BEL AIR MALL	MOBILE	AL	36606-3402	2,500
361	US and Protectorate	PANAMA CITY SQUARE	PANAMA CITY SQUARE	605 W 23RD ST	PANAMA CITY	FL	32405-3922	2,800
369	US and Protectorate	3011 LOUISVILLE AVE	3011 LOUISVILLE AVE		MONROE	LA	71201-5136	4,000
371	US and Protectorate	PARKWAY SHOPPING CENTER	PARKWAY SHOPPING CENTER	1231 APALACHEE PARKWAY	TALLAHASSEE	FL	32301-4543	4,375
379	US and Protectorate	BOWDOIN PLACE	BOWDOIN PLACE	705E HIGHWAY 43 S	SARALAND	AL	36571-3604	2,800
384	US and Protectorate	SOUTHLAND MALL	SOUTHLAND MALL	5953 W PARK AVE SUITE 3013	HOUMA	LA	70364-3739	3,600
391	US and Protectorate	140 NW CALIFORNIA BLVD	140 NW CALIFORNIA BLVD		PORT SAINT LUCIE	FL	34986-0000	2,805
400	US and Protectorate	CHESTERFIELD VILLAGE SQUARE	CHESTERFIELD VILLAGE SQUARE	51364 GRATIOT AVENUE	CHESTERFIELD	MI	48051-2008	8,447
412	US and Protectorate	NORTHLAKE MALL	NORTHLAKE MALL	6801 NORTHLAKE MALL DR	CHARLOTTE	NC	28216-0000	2,800
414	US and Protectorate	CROSSROADS PLAZA	CROSSROADS PLAZA	519 OGLETHORPE HWY	HINESVILLE	GA	31313-4412	3,060
418	US and Protectorate	PALISADES SC	PALISADES SC	304 OXMOOR RD	HOMEWOOD	AL	35209-6116	2,700
420	US and Protectorate	150 PAVILLION PARKWAY	150 PAVILLION PARKWAY		FAYETTEVILLE	GA	30214-7308	3,000
422	US and Protectorate	ROCK CREEK PLAZA	ROCK CREEK PLAZA	2775 BELL RD	AUBURN	CA	95603-0000	4,000
423	US and Protectorate	2301 ELIDA RD	2301 ELIDA RD		LIMA	OH	45805-1201	3,096
426	US and Protectorate	BOLGER SQUARE SC	BOLGER SQUARE SC	17710 EAST 39 ST SOUTH	INDEPENDENCE	MO	64055-6725	3,710
428	US and Protectorate	SHOPS AT BOARDWALK	SHOPS AT BOARDWALK	8608 N BOARDWALK AVE	KANSAS CITY	MO	64154-5239	3,294
434	US and Protectorate	5405 W SAGINAW HWY STE A	5405 W SAGINAW HWY STE A		LANSING	MI	48917-1918	3,360
439	US and Protectorate	2153 RAWSONVILLE RD	2153 RAWSONVILLE RD		BELLEVILLE	MI	48111-2283	3,096
443	US and Protectorate	NEW BERN COMMONS	NEW BERN COMMONS	4501 NEW BERN AVE	RALEIGH	NC	27610-1441	2,800
444	US and Protectorate	ATHENS CENTER	ATHENS CENTER	3061 ATLANTA HIGHWAY	ATHENS	GA	30606-3334	2,800
448	US and Protectorate	WESTLAND PLAZA	WESTLAND PLAZA	6629 N WAYNE RD	WESTLAND	MI	48185-7007	2,880
454	US and Protectorate	ST JOHNS TOWN CENTER	ST JOHNS TOWN CENTER	4611 RIVER CITY DR	JACKSONVILLE	FL	32246-7426	2,800
457	US and Protectorate	NORRIDGE COMMONS	NORRIDGE COMMONS	4141 N HARLEM AVE	NORRIDGE	IL	60706-1211	3,750
458	US and Protectorate	UNIVERSITY HEIGHTS SHOPPING CEN	UNIVERSITY HEIGHTS SHOPPING CENT	12822 I-10 WEST	SAN ANTONIO	TX	78249-2210	2,900
460	US and Protectorate	733 BROAD ST	733 BROAD ST		NEWARK	NJ	07102-4104	3,264
464	US and Protectorate	OROVILLE PLAZA	OROVILLE PLAZA	1124 ORO DAM BLVD E	OROVILLE	CA	95965-5844	3,600
467	US and Protectorate	INDIAN HILLS SHOPPING CENTER	INDIAN HILLS SHOPPING CENTER	475 HWY E 53	CALHOUN	GA	30701-3058	2,800
471	US and Protectorate	CRYSTAL SC	CRYSTAL SC	143 WILLOW BEND	CRYSTAL	MN	55428-3934	7,182
473	US and Protectorate	JANSS MARKETPLACE	JANSS MARKETPLACE	225 N MOORPARK RD	THOUSAND OAKS	CA	91360-4321	4,000
480	US and Protectorate	7880 PLAZA BLVD	7880 PLAZA BLVD		MENTOR	OH	44060-5515	3,089
484	US and Protectorate	PEAR TREE S/C	PEAR TREE S/C	211 N ORCHARD AVE	UKIAH	CA	95482-4503	3,360
485	US and Protectorate	NORTHGATE MALL	NORTHGATE MALL	218 NORTHGATE MALL	CHATTANOOGA	TN	37415-6921	2,500
486	US and Protectorate	AUGUSTA MALL	AUGUSTA MALL	3450 WRIGHTSBORO RD	AUGUSTA	GA	30909-2599	2,616
487	US and Protectorate	OLD BRIDGE GATEWAY SC	OLD BRIDGE GATEWAY SC	1008 US HIGHWAY 9	PARLIN	NJ	08859-1401	2,700
489	US and Protectorate	ESCONDIDO MISSION CENTER	ESCONDIDO MISSION CENTER	357 W MISSION AVE	ESCONDIDO	CA	92025-1729	4,200
490	US and Protectorate	1220 HIGHLAND AVENUE	1220 HIGHLAND AVENUE		SELMA	AL	36701-4124	2,772
494	US and Protectorate	FAYETTE MALL	FAYETTE MALL	3615 NICHOLASVILLE RD	LEXINGTON	KY	40503-4409	3,456
497	US and Protectorate	BAYBROOK SHOPPING CENTER	BAYBROOK SHOPPING CENTER	1805 WEST BAY AREA BLVD	WEBSTER	TX	77598-3403	3,000
498	US and Protectorate	EAST CEDARBROOK PLAZA	EAST CEDARBROOK PLAZA	3001 CHELTENHAM AVE	WYNCOTE	PA	19095-0000	2,729
515	US and Protectorate	640 S GAFFEY ST	640 S GAFFEY ST		SAN PEDRO	CA	90731-3027	4,000
522	US and Protectorate	1033 N ARIZONA AVENUE	1033 N ARIZONA AVENUE		CHANDLER	AZ	85225-6693	3,000
533	US and Protectorate	CENTER AT SLATTEN RANCH	CENTER AT SLATTEN RANCH	5749 LONE TREE WAY	ANTIOCH	CA	94531-8587	2,700
535	US and Protectorate	6948 MAGNOLIA AVE	6948 MAGNOLIA AVE		RIVERSIDE	CA	92506-2845	3,600
537	US and Protectorate	1014 S MOONEY BLVD	1014 S MOONEY BLVD		VISALIA	CA	93277-3502	3,311
542	US and Protectorate	RESEDA PLAZA	RESEDA PLAZA	18201 SHERMAN WAY	RESEDA	CA	91335-4551	3,212
550	US and Protectorate	SPRADLIN FARMS SC	SPRADLIN FARMS SC	175 CONSTON AVENUE	CHRISTIANSBURG	VA	24073-1151	2,800
552	US and Protectorate	GOLDEN CIRCLE SC	GOLDEN CIRCLE SC	311 N CAPITOL AVE	SAN JOSE	CA	95133-1943	3,300
554	US and Protectorate	AUDUBON CROSSING	AUDUBON CROSSING	130 BLACKHORSE PIKE	AUDUBON	NJ	08106-1900	2,700
559	US and Protectorate	LAKELAND SQUARE MALL	LAKELAND SQUARE MALL	3800 US HIGHWAY 98 NORTH	LAKELAND	FL	33809-3824	2,994
562	US and Protectorate	SOUTHGATE PLAZA	SOUTHGATE PLAZA	4306 FLORIN RD	SACRAMENTO	CA	95823-2510	2,609
565	US and Protectorate	THE CENTER AT PEARLAND PARKWAY	THE CENTER AT PEARLAND PARKWAY	2650 PEARLAND PARKWAY SUIT	PEARLAND	TX	77581-0000	6,700
574	US and Protectorate	SANTEE TROLLEY SQUARE	SANTEE TROLLEY SQUARE	9850 MISSION GORGE RD	SANTEE	CA	92071-3834	3,000
576	US and Protectorate	FOUR CORNERS	FOUR CORNERS	28435 TOMBALL PKY	TOMBALL	TX	77375-3307	3,060
578	US and Protectorate	SUNWEST PLAZA	SUNWEST PLAZA	1300 B SW OAK	HILLSBORO	OR	97123-3875	3,360
580	US and Protectorate	GOOD CIRCLE SC	GOOD CIRCLE SC	157 E EL CAMINO REAL	SUNNYVALE	CA	94087-1937	3,000
581	US and Protectorate	VINEYARD SHPG CNTR	VINEYARD SHPG CNTR	5100 CLAYTON RD STE 18	CONCORD	CA	94521-3139	2,550
588	US and Protectorate	SEVEN TREES SC	SEVEN TREES SC	2334 STERLING AVE	SAN BERNARDINO	CA	92404-4624	2,980
592	US and Protectorate	CICERO MARKET PLACE	CICERO MARKET PLACE	3021 S CICERO AVENUE	CICERO	IL	60804-3639	4,000
593	US and Protectorate	DIAMOND SHOPPING CENTER	DIAMOND SHOPPING CENTER	1891 NE 7TH ST	GRANTS PASS	OR	97526-3403	3,430
600	US and Protectorate	PIER PARK SHOPPING CENTER	PIER PARK SHOPPING CENTER	15565 STARFISH ST	PANAMA CITY BEACH	FL	32413-3000	3,001
602	US and Protectorate	WILMOT PLAZA SC	WILMOT PLAZA SC	6351 E BROADWAY BLVD	TUCSON	AZ	85710-3510	6,334
616	US and Protectorate	TYLER OUTLET	TYLER OUTLET	3840 W HIGHWAY 64	TYLER	TX	75704-6924	2,800
619	US and Protectorate	555 WASHINGTON SQUARE	555 WASHINGTON SQUARE		WASHINGTON	MO	63090-5343	3,060
620	US and Protectorate	3031 28TH STREET SE	3031 28TH STREET SE	SUITE B	KENTWOOD	MI	49512-1626	3,216
627	US and Protectorate	AUSTINTOWN PLAZA	AUSTINTOWN PLAZA	6000 MAHONING AVE	YOUNGSTOWN	OH	44515-2240	3,278
628	US and Protectorate	1790 LAWNDALE	1790 LAWNDALE		SAGINAW	MI	48638-5498	3,450
630	US and Protectorate	MALL OF ABILENE	MALL OF ABILENE	4310 BUFFALO GAP RD STE 127	ABILENE	TX	79606-2785	3,867
639	US and Protectorate	1205 N MAIN ST	1205 N MAIN ST		LOGAN	UT	84341-2219	3,572
641	US and Protectorate	603 S BISHOP AVE	603 S BISHOP AVE	SUITE A	ROLLA	MO	65401-4314	2,700
642	US and Protectorate	UNIVERSITY PLAZA	UNIVERSITY PLAZA	405 E UNIVERSITY DR	EDINBURG	TX	78539-3562	4,000
645	US and Protectorate	CHERRYLAND CENTER	CHERRYLAND CENTER	1708 S GARFIELD	TRAVERSE CITY	MI	49686-4338	2,592
646	US and Protectorate	1053 N SHIAWASSEE ST	1053 N SHIAWASSEE ST		CORUNNA	MI	48817-1151	3,520
649	US and Protectorate	VERNOLA MARKETPLACE	VERNOLA MARKETPLACE	6349 PATS RANCH RD	MIRA LOMA	CA	91752-4433	3,000
650	US and Protectorate	CONYERS CROSSING	CONYERS CROSSING	1489 HIGHWAY 138 SE	CONYERS	GA	30013-1286	3,500
655	US and Protectorate	MARKET PLACE OF WARSAW	MARKET PLACE OF WARSAW	2818 FRONTAGE RD	WARSAW	IN	46580-3912	2,934
659	US and Protectorate	HILLTOP MALL	HILLTOP MALL	5019 NORTH 2ND AVENUE	KEARNEY	NE	68847-2427	2,783
663	US and Protectorate	BONANZA SQUARE	BONANZA SQUARE	581 N EASTERN AVE	LAS VEGAS	NV	89101-3422	3,010
666	US and Protectorate	SOUTH TOWNE CROSSING	SOUTH TOWNE CROSSING	140 NW JOHN JONES DR	BURLESON	TX	76028-0000	3,000
670	US and Protectorate	COLLEGE PLAZA SHPG CNTR	COLLEGE PLAZA SHPG CNTR	2010 CERRILLOS RD STE 6	SANTA FE	NM	87505-3275	3,200
676	US and Protectorate	BASSETT CENTER	BASSETT CENTER	6101 GATEWAY BLVD W	EL PASO	TX	79925-3416	4,712
677	US and Protectorate	WASHINGTON CORNER S/C	WASHINGTON CORNER S/C	9910 E WASHINGTON ST # 9912	INDIANAPOLIS	IN	46229-3040	3,500
679	US and Protectorate	NORTHBRIDGE SC	NORTHBRIDGE SC	7891 WADSWORTH BLVD	ARYADA	CO	80003-2107	3,400
682	US and Protectorate	MIDWAY SHOPPING CENTER	MIDWAY SHOPPING CENTER	1468 UNIVERSITY AVE W	SAINT PAUL	MN	55104-3901	3,514
683	US and Protectorate	AUBURN NORTH S/C	AUBURN NORTH S/C	1215 AUBURN WAY N	AUBURN	WA	98002-4148	3,250

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
688	US and Protectorate	GLENS SHOPPING CENTER NORTH	GLENS SHOPPING CENTER NORTH	1131 US 31 NORTH	PETOSKEY	MI	49770-9305	3,500
691	US and Protectorate	PEARLAND TOWN CENTER	PEARLAND TOWN CENTER	11200 BROADWAY	PEARLAND	TX	77584-0000	3,084
695	US and Protectorate	NEWPORT CENTRE	NEWPORT CENTRE	30 MALL DR W	JERSEY CITY	NJ	07310-1603	3,334
701	US and Protectorate	1000 W BROADWAY ST	1000 W BROADWAY ST		ARDMORE	OK	73401-4531	4,000
705	US and Protectorate	2923 W BROADWAY BLVD	2923 W BROADWAY BLVD	STOP ONE	SEDALIA	MO	65301-2214	3,024
707	US and Protectorate	BASELINE PLAZA	BASELINE PLAZA	20164 WEST 8 MILE RD	SOUTHFIELD	MI	48075-5659	2,800
710	US and Protectorate	1012 E 23RD ST	1012 E 23RD ST	SUITE 100	COLUMBUS	NE	68601-3706	2,770
712	US and Protectorate	NORTH PARK SHOPPING CENTER	NORTH PARK SHOPPING CENTER	320 E YOUNG ST	WARRENSBURG	MO	64093-1258	3,200
722	US and Protectorate	3520 N 1ST ST	3520 N 1ST ST		ABILENE	TX	79603-6914	3,827
726	US and Protectorate	48 BOARDMAN POLAND RD	48 BOARDMAN POLAND RD		BOARDMAN	OH	44512-4601	2,880
728	US and Protectorate	29821 FORD RD	29821 FORD RD		GARDEN CITY	MI	48135-2366	4,000
730	US and Protectorate	SAINT CLOUD COMMONS	SAINT CLOUD COMMONS	4554 13TH ST	SAINT CLOUD	FL	34769-6706	2,800
733	US and Protectorate	THORNTON TOWN CENTER	THORNTON TOWN CENTER	10001 GRANT STREET	THORNTON	CO	80229-4535	2,956
734	US and Protectorate	3047 NICOLLET AVE	3047 NICOLLET AVE		MINNEAPOLIS	MN	55408-3129	2,784
735	US and Protectorate	1615 ROBERT ST S	1615 ROBERT ST S		WEST SAINT PAUL	MN	55118-3903	2,997
739	US and Protectorate	EXPRESSWAY PLAZA	EXPRESSWAY PLAZA	1200 LOWES BOULEVARD	KILLEEN	TX	76542-5204	3,557
744	US and Protectorate	MEMORIAL BEND SHOPPING CENTER	MEMORIAL BEND SHOPPING CENTER	5234 MEMORIAL DR	STONE MOUNTAIN	GA	30083-3113	5,500
748	US and Protectorate	CLEARWATER PLAZA	CLEARWATER PLAZA	5216 E CLEVELAND BLVD	CALDWELL	ID	83607-8124	2,940
757	US and Protectorate	3437 WILLIAM	3437 WILLIAM		CAPE GIRARDEAU	MO	63701-9507	3,000
759	US and Protectorate	MAPLEWOOD SQUARE	MAPLEWOOD SQUARE	2716 N 90TH ST	OMAHA	NE	68134-5706	4,026
763	US and Protectorate	CHAMPAIGN TOWN CENTER	CHAMPAIGN TOWN CENTER	2002 N PROSPECT	CHAMPAIGN	IL	61822-1230	3,062
767	US and Protectorate	KITSAP MALL	KITSAP MALL	SPACE K-4	SILVERDALE	WA	98383-2291	2,932
770	US and Protectorate	BETHANY TOWNE CENTER	BETHANY TOWNE CENTER	6135 N 35TH AVE	PHOENIX	AZ	85017-1955	3,010
775	US and Protectorate	WOLF CREEK SC	WOLF CREEK SC	10503 SOUTH 15TH ST	BELLEVEUE	NE	68123-4085	2,800
776	US and Protectorate	PONY VILLAGE MALL	PONY VILLAGE MALL	1611 VIRGINIA AVE	NORTH BEND	OR	97459-2729	2,800
779	US and Protectorate	9080 OVERLAND PLAZA	9080 OVERLAND PLAZA		OVERLAND	MO	63114-6122	2,846
781	US and Protectorate	MORRIS HILLS SHOPPING CENTER	MORRIS HILLS SHOPPING CENTER	3085 ROUTE 46	PARSIPPANY	NJ	07054-1233	3,540
783	US and Protectorate	801 N GILBERT ST	801 N GILBERT ST		DANVILLE	IL	61832-3823	4,000
788	US and Protectorate	WESTWOOD PLAZA	WESTWOOD PLAZA	12289 W CENTER RD	OMAHA	NE	68144-3931	2,463
789	US and Protectorate	MANSION MALL SHPG CNTR	MANSION MALL SHPG CNTR	1435 NORTHWESTWOOD	POPLAR BLUFF	MO	63901-3315	4,000
792	US and Protectorate	219 N CANAL ST	219 N CANAL ST		CARLSBAD	NM	88220-5829	4,000
797	US and Protectorate	CHARLOTTEVILLE FASHION SQUARE	CHARLOTTEVILLE FASHION SQUARE	1600 E RIO RD	CHARLOTTEVILLE	VA	22901-1405	2,692
804	US and Protectorate	2014 MISSOURI BLVD	2014 MISSOURI BLVD		JEFFERSON CITY	MO	65109-4717	3,096
814	US and Protectorate	BASHFORD MANOR MALL	BASHFORD MANOR MALL	3610 MALL RD	LOUISVILLE	KY	40218-5403	2,800
815	US and Protectorate	3640 GREEN MOUNT CROSSING DRIVE	3640 GREEN MOUNT CROSSING DRIVE	SUITE 109	SHILOH	IL	62269-0000	2,800
835	US and Protectorate	907 N ILLINOIS RTE 3	907 N ILLINOIS RTE 3		WATERLOO	IL	62298-1074	2,800
839	US and Protectorate	SOUTH PLAZA	SOUTH PLAZA	4052 S PLAZA DR	MEMPHIS	TN	38116-6335	6,000
840	US and Protectorate	TUCSON SPECTRUM SHOPPING CENTE	TUCSON SPECTRUM SHOPPING CENTE	1183 W IRVINGTON RD	TUCSON	AZ	85714-0000	3,000
841	US and Protectorate	GREEN TREE MALL	GREEN TREE MALL	757 E LEWIS AND CLARK PARKW	CLARKSVILLE	IN	47129-2269	4,096
843	US and Protectorate	AVON COMMONS	AVON COMMONS	10423 US E HIGHWAY 36	AVON	IN	46123-0000	3,000
847	US and Protectorate	3421 N UNIVERSITY ST	3421 N UNIVERSITY ST		PEORIA	IL	61604-1322	3,088
849	US and Protectorate	2500 N DIRKSEN PARKWAY	2500 N DIRKSEN PARKWAY		SPRINGFIELD	IL	62702-1447	3,000
854	US and Protectorate	MARIETTA TRADE CENTER	MARIETTA TRADE CENTER	180 COBB PARKWAY S	MARIETTA	GA	30060-0000	3,070
857	US and Protectorate	MESA RANCH	MESA RANCH	1116 SOUTH STAPLEY DRIVE SU	MESA	AZ	85204-5052	3,950
859	US and Protectorate	EASTLAND MALL	EASTLAND MALL	1615 E EMPIRE ST	BLOOMINGTON	IL	61701-3581	2,791
862	US and Protectorate	WALNUT CREEK PLAZA	WALNUT CREEK PLAZA	1461 GRAY HWY	MACON	GA	31211-1905	3,200
867	US and Protectorate	CROSSROADS CENTER	CROSSROADS CENTER	2060 CORSSROADS BLVD	WATERLOO	IA	50702-4423	2,855
868	US and Protectorate	111 N MISSOURI ST	111 N MISSOURI ST		WEST MEMPHIS	AR	72301-3109	3,515
870	US and Protectorate	1314 TURNER MCCALL BLVD	1314 TURNER MCCALL BLVD		ROME	GA	30161-6070	3,150
871	US and Protectorate	RIVERGATE MALL	RIVERGATE MALL	1000 RIVERGATE PKWY	GOODLETTSVILLE	TN	37072-0000	3,325
875	US and Protectorate	TYMBERWOOD CENTER	TYMBERWOOD CENTER	4237-A OUTER LOOP	LOUISVILLE	KY	40219-3850	4,200
876	US and Protectorate	TURFWAY CENTER	TURFWAY CENTER	4989 HOUSTON RD	FLORENCE	KY	41042-1365	2,800
881	US and Protectorate	VINCENNES PLAZA	VINCENNES PLAZA	628 NIBLACK BLVD	VINCENNES	IN	47591-3630	4,000
886	US and Protectorate	TWO THOUSAND CENTER	TWO THOUSAND CENTER	2008 S WOOD DR	OKMULGEE	OK	74447-6849	3,200
888	US and Protectorate	SOUTHGATE MARKETPLACE	SOUTHGATE MARKETPLACE	3333 S 27TH ST	MILWAUKEE	WI	53215-4349	3,600
891	US and Protectorate	CONWAY COMMONS	CONWAY COMMONS	555 ELSINGER BLVD	CONWAY	AR	72032-4714	2,867
892	US and Protectorate	PROMENADE AT CASA GRANDE	PROMENADE AT CASA GRANDE	1005 N PROMENADE PKWY	CASA GRANDE	AZ	85194-5421	3,280
901	US and Protectorate	4926 CHRISTY BLVD	4926 CHRISTY BLVD		SAINT LOUIS	MO	63116-1218	3,096
902	US and Protectorate	NAMEOKI COMMONS SC	NAMEOKI COMMONS SC	3499 NAMEOKI RD	GRANITE CITY	IL	62040-3719	3,000
907	US and Protectorate	LANES MILL MARKETPLACE	LANES MILL MARKETPLACE	4819 HWY 9	HOWELL	NJ	07731-3749	2,750
913	US and Protectorate	777 SOUTH JEFFERSON	777 SOUTH JEFFERSON		COOKEVILLE	TN	38501-4071	2,794
915	US and Protectorate	100 BUSINESS LOOP 70 W	100 BUSINESS LOOP 70 W		COLUMBIA	MO	65203-3245	3,600
916	US and Protectorate	1516 MILITARY RD	1516 MILITARY RD		BENTON	AR	72015-2915	3,000
918	US and Protectorate	DEER TRACE PLAZA	DEER TRACE PLAZA	4097 STATE HWY 28	SHEBOYGAN FALLS	WI	53085-2848	2,560
920	US and Protectorate	1100 W 9 MILE RD	1100 W 9 MILE RD		FERNDALE	MI	48220-1220	3,600
921	US and Protectorate	144 B EAST 98TH STREET	144 B EAST 98TH STREET		BROOKLYN	NY	11212-3827	3,276
923	US and Protectorate	PO BOX 504461 CK	PO BOX 504461 CK	7 GOLD BUILDING PALE ARNOLD	SAIPAN	MP	96950-8901	4,800
934	US and Protectorate	BROAD STREET CENTRE	BROAD STREET CENTRE	1276 NW BROAD ST # 58	MURFREESBORO	TN	37129-1713	3,060
938	US and Protectorate	MEMORIAL HEALTH CARE PLAZA	MEMORIAL HEALTH CARE PLAZA	3997 UNIVERSITY BLVD S	JACKSONVILLE	FL	32216-4312	3,640
942	US and Protectorate	OLD HICKORY SQUARE	OLD HICKORY SQUARE	1970 N HIGHLAND AVE	JACKSON	TN	38305-4526	2,860
948	US and Protectorate	2305 S JEFFERSON AVE	2305 S JEFFERSON AVE		MOUNT PLEASANT	TX	75455-6011	3,060
950	US and Protectorate	130 ALTAMA CONNECTOR BLVD	130 ALTAMA CONNECTOR BLVD		BRUNSWICK	GA	31525-1891	3,060
953	US and Protectorate	101 E END BLVD S	101 E END BLVD S		MARSHALL	TX	75670-5601	3,060
958	US and Protectorate	WARNER ROBINS PLACE	WARNER ROBINS PLACE	2724 WATSON BLVD	WARNER ROBINS	GA	31093-8051	2,400
965	US and Protectorate	6046 S CEDAR ST	6046 S CEDAR ST		LANSING	MI	48911-5153	3,600
968	US and Protectorate	WYOMING VILLAGE	WYOMING VILLAGE	1218 28TH ST SW	WYOMING	MI	49509-2702	3,450
969	US and Protectorate	PERIMETER OAKS SHOPPING CENTER	PERIMETER OAKS SHOPPING CENTER	3268 INNER PERIMETER RD	VALDOSTA	GA	31602-1006	3,500
972	US and Protectorate	JORDAN CREEK TOWN CENTER	JORDAN CREEK TOWN CENTER	101 JORDAN CREEK PARKWAY	WEST DES MOINES	IA	50266-8113	3,544
975	US and Protectorate	WESTGATE SHPG CNTR	WESTGATE SHPG CNTR	131 S CENTRAL EXPY	MC KINNEY	TX	75070-3743	3,250
978	US and Protectorate	MID VALLEY PLAZA	MID VALLEY PLAZA	1641 MOUNT HOOD AVE	WOODBURN	OR	97071-9070	3,200
987	US and Protectorate	WEST JORDAN TOWN CENTER	WEST JORDAN TOWN CENTER	6802 S REDWOOD RD	WEST JORDAN	UT	84084-2405	2,925
989	US and Protectorate	GRIFFIN CROSSROADS	GRIFFIN CROSSROADS	1575 N EXPRESSWAY	GRIFFIN	GA	30223-1746	2,800
993	US and Protectorate	EAST FOREST PLAZA	EAST FOREST PLAZA	5422 FOREST DR	COLUMBIA	SC	29206-5401	3,200
995	US and Protectorate	2251 N OAK DR	2251 N OAK DR		PLYMOUTH	IN	46563-3432	2,600
1002	US and Protectorate	PARK PLACE	PARK PLACE	5870 E BROADWAY BLVD	TUCSON	AZ	85711-3914	2,800
1004	US and Protectorate	GOVERNORS SQUARE	GOVERNORS SQUARE	2801 WILMA RUDDOLPH BLVD	CLARKSVILLE	TN	37040-5063	3,100
1008	US and Protectorate	781 W HAMILTON AVE	781 W HAMILTON AVE		CAMPBELL	CA	95008-0402	3,250
1015	US and Protectorate	VAL VISTA TOWNE CENTER	VAL VISTA TOWNE CENTER	1505 EAST WARNER RD	GILBERT	AZ	85296-3150	3,200
1019	US and Protectorate	AVONDALE SC	AVONDALE SC	1450 N DYSART RD	AVONDALE	AZ	85323-1533	3,008
1025	US and Protectorate	1604 CHESTNUT ST	1604 CHESTNUT ST		PHILADELPHIA	PA	19103-5119	2,880
1031	US and Protectorate	SOUTH COUNTY CENTER	SOUTH COUNTY CENTER	43 S COUNTY CENTER WAY	SAINT LOUIS	MO	63129-1006	3,144
1032	US and Protectorate	HOOD COMMONS	HOOD COMMONS	55 CRYSTAL AVE	DERRY	NH	03038-1702	2,910
1036	US and Protectorate	BANDERA POINTE	BANDERA POINTE	11321 BANDERA RD	SAN ANTONIO	TX	78250-0000	2,784
1038	US and Protectorate	THE MALL AT VICTOR VALLEY	THE MALL AT VICTOR VALLEY	14440 BEAR VALLEY RD	VICTORVILLE	CA	92392-5404	2,852

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
1043	US and Protectorate	CROSSROADS MALL	CROSSROADS MALL	6650 S WESTNEDGE AVE	PORTAGE	MI	49024-3590	3,481
1047	US and Protectorate	RUSHMORE MALL	RUSHMORE MALL	2200 N MAPLE AVE	RAPID CITY	SD	57701-7881	4,253
1052	US and Protectorate	SAN DIMAS PLAZA	SAN DIMAS PLAZA	987 W ARROW HWY	SAN DIMAS	CA	91773-2410	2,800
1053	US and Protectorate	SOUTH MALL	SOUTH MALL	3300 LEHIGH ST	ALLENTOWN	PA	18103-7041	2,458
1058	US and Protectorate	GRAND CANYON PKWY	GRAND CANYON PKWY	4205 S GRAND CANYON DRIVE	LAS VEGAS	NV	89147-7124	2,724
1062	US and Protectorate	FORD CITY MALL	FORD CITY MALL	7601 S CICERO AVE	CHICAGO	IL	60652-1574	4,079
1065	US and Protectorate	MCKINLEY MALL	MCKINLEY MALL	3700 S MCKINLEY PKY	BLASDELL	NY	14219-2695	3,059
1072	US and Protectorate	WESTERN HILLS PLAZA	WESTERN HILLS PLAZA	6180 GLENWAY AVE BLDG F	CINCINNATI	OH	45211-6320	3,015
1073	US and Protectorate	215 LINCOLN RD	215 LINCOLN RD		MIAMI BEACH	FL	33139-3116	2,400
1076	US and Protectorate	10101 MABLEVALE PLAZA DRIVE	10101 MABLEVALE PLAZA DRIVE		LITTLE ROCK	AR	72209-4959	3,000
1077	US and Protectorate	CARROLLTON SC	CARROLLTON SC	1305 S PARK ST	CARROLLTON	GA	30117-4433	2,800
1078	US and Protectorate	WESTRIDGE SQUARE SC	WESTRIDGE SQUARE SC	1029 W PATRICK ST	FREDERICK	MD	21702-3903	2,814
1079	US and Protectorate	CLIFTON PARK CENTER	CLIFTON PARK CENTER	22 CLIFTON COUNTRY RD	CLIFTON PARK	NY	12065-3908	2,521
1085	US and Protectorate	MODEL T PLAZA	MODEL T PLAZA	14132 WOODWARD AVE	HIGHLAND PARK	MI	48203-2995	3,600
1089	US and Protectorate	SOUTHGATE PLAZA	SOUTHGATE PLAZA	1052 UNION RD	WEST SENECA	NY	14224-3449	3,000
1091	US and Protectorate	TRANCAS JEFFERSON CENTER	TRANCAS JEFFERSON CENTER	1303 TRANCAS ST	NAPA	CA	94558-2911	2,838
1093	US and Protectorate	MAPLE GROVE CROSSINGS	MAPLE GROVE CROSSINGS	8056 WEDGEWOOD LANE	NORTI MAPLE GROVE	MN	55369-9406	2,700
1096	US and Protectorate	BLOOMINGDALE SQUARE	BLOOMINGDALE SQUARE	933 E BLOOMINGDALE AVE # 93	BRANDON	FL	33511-8118	3,375
1097	US and Protectorate	HIGHLAND LAKES SHOPPING CENTER	HIGHLAND LAKES SHOPPING CENTER	7457 W COLONIAL DR # 269	ORLANDO	FL	32818-6508	3,078
1102	US and Protectorate	THE CROSSING	THE CROSSING	1001 N BECKLEY RD	DESOTO	TX	75115-4261	2,899
1107	US and Protectorate	HUDSON MALL	HUDSON MALL	701 STATE RT 440 RR440	JERSEY CITY	NJ	07304-1069	3,138
1109	US and Protectorate	LOS CERRITOS CENTER	LOS CERRITOS CENTER	108 LOS CERRITOS MALL	CERRITOS	CA	90703-5421	5,319
1110	US and Protectorate	THE MALL AT ROBINSON TOWNSHIP	THE MALL AT ROBINSON TOWNSHIP	100 ROBINSON CENTER DR	PITTSBURGH	PA	15205-0000	2,999
1113	US and Protectorate	WESTRIDGE COURT	WESTRIDGE COURT	256 S RT 59	NAPERVILLE	IL	60540-0915	2,560
1119	US and Protectorate	ACADEMY PLACE	ACADEMY PLACE	5120 N ACADEMY BLVD	COLORADO SPRINGS	CO	80918-4002	3,973
1124	US and Protectorate	FIVE POINTS	FIVE POINTS	4101 IH 69 ACCESS ROAD	CORPUS CHRISTI	TX	78410-4542	2,633
1127	US and Protectorate	HAMILTON MALL	HAMILTON MALL	4403 BLACK HORSE PIKE	MAYS LANDING	NJ	08330-0000	3,100
1134	US and Protectorate	JOURNAL SQUARE	JOURNAL SQUARE	2843 JOHN F KENNEDY BLVD	JERSEY CITY	NJ	07306-3901	3,026
1137	US and Protectorate	BLUE DIAMOND CROSSING	BLUE DIAMOND CROSSING	4150 BLUE DIAMOND RD	LAS VEGAS	NV	89139-0000	3,000
1140	US and Protectorate	NORTH LAKE SQUARE	NORTH LAKE SQUARE	1245 N LAKE AVE	PASADENA	CA	91104-2855	3,987
1141	US and Protectorate	GOTHAM PLAZA	GOTHAM PLAZA	149 E 125TH ST	NEW YORK	NY	10035-1748	3,308
1144	US and Protectorate	SOUTHLAND MALL	SOUTHLAND MALL	1 SOUTHLAND MALL DR #346	HAYWARD	CA	94545-2131	3,705
1148	US and Protectorate	CENTRAL MALL	CENTRAL MALL	2259 S 9TH ST	SALINA	KS	67401-7313	3,999
1149	US and Protectorate	311 W LEXINGTON ST # 13	311 W LEXINGTON ST # 13		BALTIMORE	MD	21201-3414	3,151
1151	US and Protectorate	SPRING HILL MALL	SPRING HILL MALL	1306 SPRING HILL MALL	WEST DUNDEE	IL	60118-1262	4,102
1152	US and Protectorate	TOWN WEST SHOPPING CENTER	TOWN WEST SHOPPING CENTER	2505 W KINGS HIGHWAY	PARAGOULD	AR	72450-3921	3,000
1155	US and Protectorate	FRANCIS SCOTT KEY MALL	FRANCIS SCOTT KEY MALL	5500 BUCKEYSTOWN PIKE	FREDERICK	MD	21703-8331	4,000
1158	US and Protectorate	FLORENCE MALL	FLORENCE MALL	1174 FLORENCE MALL	FLORENCE	KY	41042-1445	3,705
1161	US and Protectorate	TOWNMALL OF WESTMINSTER	TOWNMALL OF WESTMINSTER	400 N CENTER ST	WESTMINSTER	MD	21157-5193	2,909
1164	US and Protectorate	RIDGMAR MALL	RIDGMAR MALL	1822 GREEN OAKS RD	FORT WORTH	TX	76116-1702	2,610
1165	US and Protectorate	WESTCHESTER S/C	WESTCHESTER S/C	8681 SW 24TH ST	MIAMI	FL	33155-2337	3,833
1166	US and Protectorate	1317 N MAIN ST	1317 N MAIN ST		SUMMERTVILLE	SC	29483-7342	2,700
1168	US and Protectorate	CHINO TOWN CENTER	CHINO TOWN CENTER	5533 PHILADELPHIA ST	CHINO	CA	91710-7538	3,150
1169	US and Protectorate	ATLANTIC TERMINAL	ATLANTIC TERMINAL	139 FLATBUSH AVE	BROOKLYN	NY	11217-1403	3,500
1172	US and Protectorate	TOWNE CENTER LAKESIDE	TOWNE CENTER LAKESIDE	16312 SOUTHWEST FREEWAY	SUGAR LAND	TX	77479-0000	2,800
1173	US and Protectorate	ROSEVILLE CENTER	ROSEVILLE CENTER	1921 DOUGLAS BLVD	ROSEVILLE	CA	95661-3817	2,800
1177	US and Protectorate	SOUTHWEST PLAZA	SOUTHWEST PLAZA	8501 W BOWLES AVE	LITTLETON	CO	80123-9502	2,902
1185	US and Protectorate	FRY ROAD CROSSING	FRY ROAD CROSSING	1741 N FRY RD	KATY	TX	77449-3347	2,800
1189	US and Protectorate	CENTER POINT PLAZA	CENTER POINT PLAZA	804 W STREET RD	WARMINSTER	PA	18974-3125	3,000
1190	US and Protectorate	GEORGIA SQUARE	GEORGIA SQUARE	3700 ATLANTA HWY	ATHENS	GA	30606-7201	2,750
1191	US and Protectorate	THE MALL AT STONECREST	THE MALL AT STONECREST	2929 TURNER HILL RD	LITHONIA	GA	30038-2527	2,900
1193	US and Protectorate	IRVING MALL	IRVING MALL	3723 IRVING MALL	IRVING	TX	75062-5157	3,178
1194	US and Protectorate	3518 BERGENLINE AVE # 3520	3518 BERGENLINE AVE # 3520		UNION CITY	NJ	07087-4751	4,552
1197	US and Protectorate	GREENRIDGE PLAZA	GREENRIDGE PLAZA	1618 NAY AUG AVE	SCRANTON	PA	18509-1868	3,500
1199	US and Protectorate	3601 RIVERS AVE	3601 RIVERS AVE		CHARLESTON	SC	29405-7038	3,060
1200	US and Protectorate	301 N HIGHWAY 190 STE A2	301 N HIGHWAY 190 STE A2		COVINGTON	LA	70433-5057	3,200
1202	US and Protectorate	COASTAL WAY SHOPPING CENTER	COASTAL WAY SHOPPING CENTER	13107 CORTEZ BLVD	BROOKSVILLE	FL	34613-4802	2,656
1203	US and Protectorate	WESTGATE SC	WESTGATE SC	8847 VETERANS BLVD	METAIRIE	LA	70003-5268	3,000
1204	US and Protectorate	509 S GLOSTER	509 S GLOSTER		TUPELO	MS	38801-5527	3,096
1206	US and Protectorate	SHOPS AT CLERMONT	SHOPS AT CLERMONT	2670 E HIGHWAY 50 BAYS 3 AND CLERMONT	CLERMONT	FL	34711-3184	2,800
1207	US and Protectorate	MAGNOLIA PLAZA	MAGNOLIA PLAZA	50 HWY 79 BYPASS NORTH	MAGNOLIA	AR	71754-0000	2,800
1208	US and Protectorate	BELLE TERRE SHOPPING CENTER	BELLE TERRE SHOPPING CENTER	1800 W AIRLINE HWY	LA PLACE	LA	70068-3335	3,060
1211	US and Protectorate	CORAL SKY PLAZA	CORAL SKY PLAZA	510 SR #7	ROYAL PALM BEACH	FL	33411-0000	2,800
1212	US and Protectorate	NEW SMYRNA BEACH REGIONAL S/C	NEW SMYRNA BEACH REGIONAL S/C	1996 HWY 44	NEW SMYRNA BEACH	FL	32168-8349	2,900
1213	US and Protectorate	DESERT PALMS POWER CENTRE	DESERT PALMS POWER CENTRE	3833 E THOMAS RD	PHOENIX	AZ	85018-7511	2,800
1224	US and Protectorate	RICHMOND RANCH SC	RICHMOND RANCH SC	220 RICHMOND RANCH RD	TEXARKANA	TX	75503-3838	2,800
1226	US and Protectorate	BABY SUPERSTORE PLAZA	BABY SUPERSTORE PLAZA	7554 W COMMERCIAL BLVD	LAUDERHILL	FL	33319-2132	3,000
1230	US and Protectorate	WEST TOWN CORNERS	WEST TOWN CORNERS	280 S SR 434	ALTA MONTE SPRINGS	FL	32714-3859	3,200
1231	US and Protectorate	THE PLAZA AT CEDAR HILL	THE PLAZA AT CEDAR HILL	352 NORTH HIGHWAY 67	CEDAR HILL	TX	75106-0000	3,000
1233	US and Protectorate	NORTH PARK PLAZA	NORTH PARK PLAZA	5852 EASTEX FREEWAY	BEAUMONT	TX	77708-4824	2,970
1234	US and Protectorate	SHOPS AT AUBURNDALE	SHOPS AT AUBURNDALE	2052 HWY 92 WEST	AUBURNDALE	FL	33823-0000	3,180
1235	US and Protectorate	PLAZA AT POST FALLS	PLAZA AT POST FALLS	710 CECIL RD	POST FALLS	ID	83854-0000	2,840
1236	US and Protectorate	CROSSROADS PLAZA SC	CROSSROADS PLAZA SC	50 ROUTE 17K	NEWBURGH	NY	12550-0000	5,600
1237	US and Protectorate	KMART SHOPPING CENTER	KMART SHOPPING CENTER	3062 STATE ROUTE 35	HAZLET	NJ	07730-1505	2,792
1242	US and Protectorate	UNIVERSITY MALL	UNIVERSITY MALL	1122 N UNIVERSITY DR # 0	NACOGDOCHES	TX	75961-4264	3,200
1243	US and Protectorate	EAST GATE SHOPPING CENTER	EAST GATE SHOPPING CENTER	2329 E HILLSBOROUGH AVE	TAMPA	FL	33610-4404	3,360
1245	US and Protectorate	CORAL RIDGE MALL	CORAL RIDGE MALL	3200 N FEDERAL HWY	FORT LAUDERDALE	FL	33306-1062	4,000
1247	US and Protectorate	FT MYERS SHOPPING CENTER	FT MYERS SHOPPING CENTER	4155 PALM BEACH BLVD	FORT MYERS	FL	33916-3410	3,000
1249	US and Protectorate	LAUDERHILL MALL	LAUDERHILL MALL	1429 N W 40TH AVENUE	FORT LAUDERDALE	FL	33313-5805	4,800
1262	US and Protectorate	PARK CENTRAL CROSSING	PARK CENTRAL CROSSING	8555 MEMORIAL BLVD	PORT ARTHUR	TX	77640-0000	2,795
1265	US and Protectorate	TOWN AND COUNTRY SC	TOWN AND COUNTRY SC	205 HWY 19 SOUTH	PALATKA	FL	32177-3937	3,000
1268	US and Protectorate	18299 NW 27TH AVE	18299 NW 27TH AVE		CAROL CITY	FL	33056-3510	4,333
1269	US and Protectorate	NORTHSIDE SC	NORTHSIDE SC	7900 NW 27TH AVE	MIAMI	FL	33147-4902	7,375
1271	US and Protectorate	3980 S MILITARY TRL	3980 S MILITARY TRL		LAKE WORTH	FL	33463-3434	3,182
1278	US and Protectorate	BRAZOS TOWN CENTER	BRAZOS TOWN CENTER	24820 COMMERCIAL DR	ROSENBERG	TX	77471-0000	3,600
1283	US and Protectorate	BIG LAKE SHOPPING CENTER	BIG LAKE SHOPPING CENTER	946 S MAIN	BELLE GLADE	FL	33430-4226	3,000
1291	US and Protectorate	ORANGE PARK MALL	ORANGE PARK MALL	1910 WELLS RD	ORANGE PARK	FL	32073-6771	3,056
1297	US and Protectorate	MALL OF AMERICAS	MALL OF AMERICAS	7795 WEST FLAGLER ST	MIAMI	FL	33144-2303	4,380
1303	US and Protectorate	MAGIC CITY SHPG CNTR	MAGIC CITY SHPG CNTR	189 WOOSTER RD N	BARBERTON	OH	44203-2558	3,625
1304	US and Protectorate	MONDAWMIN MALL	MONDAWMIN MALL	2401 LIBERTY HEIGHTS AVE SP	BALTIMORE	MD	21215-8026	3,232
1307	US and Protectorate	CROSSROADS MARKET PLACE	CROSSROADS MARKET PLACE	3055 COLUMBIA BLVD	TITUSVILLE	FL	32780-7863	2,590
1308	US and Protectorate	WHITE LANE PLAZA	WHITE LANE PLAZA	2000 WHITE LANE	BAKERSFIELD	CA	93304-4678	2,800
1309	US and Protectorate	UNIVERSITY MALL	UNIVERSITY MALL	1237 E MAIN ST	CARBONDALE	IL	62901-3114	3,000
1311	US and Protectorate	EVERETT MALL	EVERETT MALL	1402 SE EVERETT MALL WAY	EVERETT	WA	98208-2824	3,100

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
1312	US and Protectorate	TARGET CENTER	TARGET CENTER	1050-F FORDING ISLAND RD	BLUFFTON	SC	29910-0000	2,800
1313	US and Protectorate	141 E FLAGLER ST	141 E FLAGLER ST		MIAMI	FL	33131-1101	7,002
1316	US and Protectorate	489 HIALEAH DR # 1	489 HIALEAH DR # 1		HIALEAH	FL	33010-5320	4,000
1321	US and Protectorate	TOWNE MALL	TOWNE MALL	1704 N DIXIE HWY	ELIZABETHTOWN	KY	42701-9449	3,000
1323	US and Protectorate	UNIVERSITY MALL	UNIVERSITY MALL	575 E UNIVERSITY PKWY	OREM	UT	84097-7528	3,110
1324	US and Protectorate	4600 SUMMER AVE	4600 SUMMER AVE		MEMPHIS	TN	38122-4136	3,060
1329	US and Protectorate	SANTA FE PLACE	SANTA FE PLACE	4250 CERRILLOS RD SPACE 144	SANTA FE	NM	87592-4697	2,884
1331	US and Protectorate	THE LEGENDS AT VILLAGE WEST	THE LEGENDS AT VILLAGE WEST	10920 STADIUM PKWY	KANSAS CITY	KS	66111-8100	3,172
1332	US and Protectorate	FORT HENRY MALL	FORT HENRY MALL	2101 FORT HENRY DR	KINGSPORT	TN	37664-3659	2,864
1334	US and Protectorate	SOUTHERN SC	SOUTHERN SC	7525 TIDEWATER DR	NORFOLK	VA	23505-3700	3,094
1338	US and Protectorate	CERMAK COURT	CERMAK COURT	2537 W CERMAK RD	CHICAGO	IL	60608-3719	3,000
1344	US and Protectorate	GREENBRIER MALL	GREENBRIER MALL	1401 GREENBRIER PKY	CHESAPEAKE	VA	23320-2830	3,500
1346	US and Protectorate	GREENWOOD MALL	GREENWOOD MALL	2625 SCOTTSVILLE RD	BOWLING GREEN	KY	42104-4477	2,535
1348	US and Protectorate	HILLTOP CENTER	HILLTOP CENTER	1611 HILLTOP DR STE A	REDDING	CA	96002-0254	4,410
1361	US and Protectorate	ALTON SQUARE	ALTON SQUARE	106 ALTON SQ	ALTON	IL	62002-5917	3,377
1362	US and Protectorate	CHATHAM VILLAGE SQUARE	CHATHAM VILLAGE SQUARE	8552 S COTTAGE GROVE	CHICAGO	IL	60619-0000	2,500
1363	US and Protectorate	4225 S LOOP 289	4225 S LOOP 289		LUBBOCK	TX	79423-1100	3,061
1368	US and Protectorate	GRAND PLAZA	GRAND PLAZA	3300 E I-40 HWY	AMARILLO	TX	79103-4831	3,000
1369	US and Protectorate	1417 MERRITT BLVD	1417 MERRITT BLVD		BALTIMORE	MD	21222-2111	3,179
1373	US and Protectorate	MIRA MESA SC WEST	MIRA MESA SC WEST	8155 MIRA MESA BLVD	SAN DIEGO	CA	92126-2635	2,805
1377	US and Protectorate	CROSSROADS TOWNE CENTER	CROSSROADS TOWNE CENTER	3855 S GILBERT RD	GILBERT	AZ	85297-0000	3,978
1380	US and Protectorate	QUARTERMASTER PLAZA SC	QUARTERMASTER PLAZA SC	2240 OREGON AVE H3	PHILADELPHIA	PA	19145-4121	3,000
1383	US and Protectorate	BERKSHIRE MALL	BERKSHIRE MALL	1665 STATE HILL ROAD	READING	PA	19610-1900	3,125
1385	US and Protectorate	VINEYARD PLAZA	VINEYARD PLAZA	9864 VINEYARD DR	DUNKIRK	NY	14048-3522	2,800
1388	US and Protectorate	FOUNTAIN SQUARE	FOUNTAIN SQUARE	350 E BELL ROAD 14.15	PHOENIX	AZ	85022-6311	3,000
1393	US and Protectorate	NORTHSIDE MARKETPLACE	NORTHSIDE MARKETPLACE	2277 GALLATIN PIKE N	MADISON	TN	37115-2018	2,500
1394	US and Protectorate	TEMPLE MALL	TEMPLE MALL	3111 S 31ST ST	TEMPLE	TX	76502-1956	2,918
1396	US and Protectorate	MALL DEL NORTE	MALL DEL NORTE	5300 SAN DARIO AVE	LAREDO	TX	78041-3002	4,345
1397	US and Protectorate	SOONER MALL	SOONER MALL	3215 W MAIN ST	NORMAN	OK	73072-4806	2,800
1398	US and Protectorate	CYPRESS COURTYARD	CYPRESS COURTYARD	1078 CYPRESS PKWY	KISSIMMEE	FL	34759-0000	2,800
1400	US and Protectorate	THE SOUTH BAY GALLERIA	THE SOUTH BAY GALLERIA	1815 HAWTHORNE BLVD	REDONDO BEACH	CA	90278-3424	2,536
1406	US and Protectorate	SUMMITWOOD CROSSING	SUMMITWOOD CROSSING	1734 NW CHIPMAN RD	LEES SUMMIT	MO	64081-2447	2,715
1419	US and Protectorate	ROGUE VALLEY MALL	ROGUE VALLEY MALL	1600 N RIVERSIDE AVE	MEDFORD	OR	97501-4661	2,651
1422	US and Protectorate	WYNNEWOOD VILLAGE	WYNNEWOOD VILLAGE	655 W. ILLINOIS AVE STE 926	DALLAS	TX	75224-1826	3,225
1423	US and Protectorate	SELMA SC	SELMA SC	2837 WHITSON ST	SELMA	CA	93662-2623	2,990
1427	US and Protectorate	MUSIC CITY MALL	MUSIC CITY MALL	4101 E 42ND ST	ODESSA	TX	79762-7239	3,526
1429	US and Protectorate	ALAMEDA SOUTH SHORE CENTER	ALAMEDA SOUTH SHORE CENTER	2202 J SOUTH SHORE CENTER	ALAMEDA	CA	94501-5746	3,921
1433	US and Protectorate	CYPRESS FASHION PLAZA	CYPRESS FASHION PLAZA	6868 KATELLA AVE	CYPRESS	CA	90630-5108	2,830
1435	US and Protectorate	CRENSHAW/IMPERIAL SC	CRENSHAW/IMPERIAL SC	11312 CRENSHAW BLVD	INGLEWOOD	CA	90303-2807	3,500
1440	US and Protectorate	ALEMEDO AMERICAS CENTER	ALEMEDO AMERICAS CENTER	9417 ALEMEDA AVE	EL PASO	TX	79907-5601	3,010
1443	US and Protectorate	WHARTON SQUARE	WHARTON SQUARE	2001 WHARTON ST	PITTSBURGH	PA	15203-1915	2,736
1444	US and Protectorate	EAST TABLELAND	EAST TABLELAND	1221 S GILBERT RD	MESA	AZ	85204-6078	3,010
1446	US and Protectorate	LINDELL MARKET PLACE	LINDELL MARKET PLACE	4159 LINDELL BLVD	SAINT LOUIS	MO	63108-2913	3,150
1463	US and Protectorate	GREENBRIAR MALL	GREENBRIAR MALL	2841 GREENBRIAR PKY SW	ATLANTA	GA	30331-2620	4,786
1465	US and Protectorate	JANAF SHOPPING CENTER	JANAF SHOPPING CENTER	5900 E VIRGINIA BEACH BLVD UI	NORFOLK	VA	23502-2518	6,820
1471	US and Protectorate	WESTGATE CENTER	WESTGATE CENTER	1600 SARATOGA AVE	SAN JOSE	CA	95129-5101	3,171
1472	US and Protectorate	FOX VALLEY MALL	FOX VALLEY MALL	1164 FOX VALLEY MALL	AURORA	IL	60504-4107	2,865
1474	US and Protectorate	1001 WEST MITCHELL ST	1001 WEST MITCHELL ST		MILWAUKEE	WI	53204-3308	4,700
1477	US and Protectorate	ALMEDA CROSSING SHOPPING CENTE	ALMEDA CROSSING SHOPPING CENTE	10013 ALMEDA GENOA RD STE	HOUSTON	TX	77075-0000	3,000
1485	US and Protectorate	5670 W 3500 S	5670 W 3500 S		WEST VALLEY CITY	UT	84128-2602	3,120
1487	US and Protectorate	730 CANAL STREET	730 CANAL STREET		NEW ORLEANS	LA	70130-2310	2,820
1488	US and Protectorate	MCMINNVILLE PLAZA	MCMINNVILLE PLAZA	2280 N HIGHWAY 99W	MCMINNVILLE	OR	97128-9219	3,960
1489	US and Protectorate	TIMES SQUARE	TIMES SQUARE	3656 W SHAW AVE	FRESNO	CA	93711-3231	2,820
1494	US and Protectorate	JORDAN LANDING	JORDAN LANDING	7104 SOUTH PLAZA CENTER DR	WEST JORDAN	UT	84084-1761	8,357
1499	US and Protectorate	GULF VIEW SQUARE	GULF VIEW SQUARE	9409 US HIGHWAY 19	PORT RICHEY	FL	34668-4625	2,745
1507	US and Protectorate	MOUNT VERNON PLAZA	MOUNT VERNON PLAZA	7716 RICHMOND HWY	ALEXANDRIA	VA	22306-2843	3,518
1512	US and Protectorate	MONTCLAIR PLACE	MONTCLAIR PLACE	2168 E MONTCLAIR PLAZA LN	MONTCLAIR	CA	91763-1535	2,918
1514	US and Protectorate	WETHERSFIELD SHOPPING CENTER	WETHERSFIELD SHOPPING CENTER	10613 SAS DEANE HIGHWAY	WETHERSFIELD	CT	06109-4229	3,515
1518	US and Protectorate	NITTANY MALL	NITTANY MALL	2901 E COLLEGE AVE	STATE COLLEGE	PA	16801-7529	3,333
1521	US and Protectorate	LYCOMING MALL	LYCOMING MALL	300 LYCOMING MALL CIRCLE	MUNCY	PA	17756-8079	3,763
1524	US and Protectorate	BEST MARSHALL PLAZA	BEST MARSHALL PLAZA	721 W 2ND ST STE A	SAN BERNARDINO	CA	92410-3261	2,700
1525	US and Protectorate	CHERRYDALE POINT SC	CHERRYDALE POINT SC	1508 POINTSET HWY	GREENVILLE	SC	29609-2929	2,400
1539	US and Protectorate	SOUTHLAND MALL	SOUTHLAND MALL	20505 S DIXIE HWY	CUTLER BAY	FL	33189-1227	3,847
1542	US and Protectorate	WESTVIEW MALL	WESTVIEW MALL	5814 BALTIMORE NATIONAL PIKE	BALTIMORE	MD	21228-1335	2,553
1543	US and Protectorate	THE DISTRICT	THE DISTRICT	11511 PARKWAY PLAZA DR	SOUTH JORDAN	UT	84095-0000	3,076
1544	US and Protectorate	SCOTTS VALLEY S/C	SCOTTS VALLEY S/C	266A MOUNT HERMON RD	SCOTTS VALLEY	CA	95066-4024	2,950
1548	US and Protectorate	SEARS SC	SEARS SC	4618 FOUNT HILL BLVD	WEST PALM BEACH	FL	33415-5724	3,600
1549	US and Protectorate	GROVE CITY PREMIUM OUTLETS	GROVE CITY PREMIUM OUTLETS	1911 LEESBURG GROVE CITY RI	GROVE CITY	PA	16127-0000	2,696
1551	US and Protectorate	THE LAKES MALL	THE LAKES MALL	5600 HARVEY	MUSKEGON	MI	49444-0000	2,686
1553	US and Protectorate	FASHION FAIRE PLACE	FASHION FAIRE PLACE	15100 HESPERIAN BLVD	SAN LEANDRO	CA	94578-3600	3,437
1554	US and Protectorate	YORK MARKETPLACE	YORK MARKETPLACE	2539 E MARKET ST	YORK	PA	17402-2403	3,573
1556	US and Protectorate	UNIVERSITY MALL	UNIVERSITY MALL	155 DORSET STREET	SOUTH BURLINGTON	VT	05403-6346	3,500
1562	US and Protectorate	MARKET PLACE WEST SHOPPING CEN	MARKET PLACE WEST SHOPPING CEN	3009 W 11TH AVE	EUGENE	OR	97402-3101	2,592
1563	US and Protectorate	MANASSAS MALL	MANASSAS MALL	8300 SUDLEY RD	MANASSAS	VA	20109-3458	2,487
1565	US and Protectorate	VICTORY CROSSING	VICTORY CROSSING	4010 VICTORY BLVD	PORTSMOUTH	VA	23701-2820	3,150
1570	US and Protectorate	MAYFAIR SHOPPING CENTER	MAYFAIR SHOPPING CENTER	6434 SACKETT ST	PHILADELPHIA	PA	19149-3140	3,100
1574	US and Protectorate	SUFFOLK SHOPPING CENTER	SUFFOLK SHOPPING CENTER	1407 N MAIN ST	SUFFOLK	VA	23434-4352	3,033
1576	US and Protectorate	EASTPOINT MALL	EASTPOINT MALL	7826 EASTPOINT MALL	BALTIMORE	MD	21224-2119	4,130
1577	US and Protectorate	VALUE CITY SC	VALUE CITY SC	5245 RIDGE AVE	CINCINNATI	OH	45213-2509	2,404
1580	US and Protectorate	OAKWOOD MALL	OAKWOOD MALL	4800 GOLF RD	EAU CLAIRE	WI	54701-9024	5,711
1583	US and Protectorate	6661 SW 8TH ST	6661 SW 8TH ST		MIAMI	FL	33144-4817	3,300
1594	US and Protectorate	DEKALB MARKET SQUARE	DEKALB MARKET SQUARE	2350 SYCAMORE RD	DEKALB	IL	60115-2000	2,400
1599	US and Protectorate	COUNTY FAIR MALL	COUNTY FAIR MALL	1264 E GIBSON RD	WOODLAND	CA	95776-6316	2,636
1603	US and Protectorate	LAS AMERICAS PLAZA V	LAS AMERICAS PLAZA V	11865 SW 26TH ST	MIAMI	FL	33175-2471	2,975
1604	US and Protectorate	THE COLONY SQUARE	THE COLONY SQUARE	5001 MAIN ST	THE COLONY	TX	75056-2266	2,795
1606	US and Protectorate	RIVERS EDGE CENTRE	RIVERS EDGE CENTRE	560 JACKSON BLVD	ERWIN	NC	28339-0000	3,000
1607	US and Protectorate	7015 S 1300 E	7015 S 1300 E		MIDVALE	UT	84047-1860	4,260
1610	US and Protectorate	MAGIC VALLEY MALL	MAGIC VALLEY MALL	1485 POLELINE RD E	TWIN FALLS	ID	83301-3588	2,659
1623	US and Protectorate	OAKWOOD CENTER	OAKWOOD CENTER	197 WESTBANK EXPY	GRETTA	LA	70053-2549	3,444
1624	US and Protectorate	CIRCLE PLAZA	CIRCLE PLAZA	6716 BLACK HORSE PIKE	EGG HARBOR TOWNSHIP	NJ	08234-3910	3,040
1625	US and Protectorate	VILLAGE SHOPPES OF GAINSVILLE	VILLAGE SHOPPES OF GAINSVILLE	891 DAWSONVILLE HIGHWAY 19	GAINESVILLE	GA	30501-2637	2,798
1628	US and Protectorate	LOUIS JOLIET MALL	LOUIS JOLIET MALL	3340 MALL LOOP DR	JOLIET	IL	60435-1057	3,201
1631	US and Protectorate	WHEATLAND PLAZA	WHEATLAND PLAZA	3215 KIRKWOOD DR	DALLAS	TX	75237-0000	2,975
1634	US and Protectorate	BUCKINGHAM PLAZA	BUCKINGHAM PLAZA	1501 A W BUCKINGHAM PLAZA	GARLAND	TX	75042-4204	3,000

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
1635	US and Protectorate	TYRONE SQUARE	TYRONE SQUARE	2361 TYRONE WAY	SAINT PETERSBURG	FL	33710-3970	3,043
1637	US and Protectorate	OAKLAWN PROMENADE	OAKLAWN PROMENADE	6356 W 95TH ST	OAK LAWN	IL	60453-2202	2,600
1639	US and Protectorate	HAMILTON TOWN CENTER	HAMILTON TOWN CENTER	14002 HOARD DR	NOBLESVILLE	IN	46060-0000	3,000
1642	US and Protectorate	1651 GORDON HIGHWAY	1651 GORDON HIGHWAY		AUGUSTA	GA	30906-2220	3,158
1643	US and Protectorate	MIAMI INTERNATIONAL	MIAMI INTERNATIONAL	1455 NW 107 AVE	MIAMI	FL	33172-2723	4,285
1644	US and Protectorate	THE PAVILION	THE PAVILION	16408 BEACH BLVD	WESTMINSTER	CA	92683-7835	2,911
1646	US and Protectorate	HAMMERLY PLAZA	HAMMERLY PLAZA	10148 HAMMERLY BLVD	HOUSTON	TX	77080-5010	3,000
1648	US and Protectorate	TILLMANS CORNERS	TILLMANS CORNERS	5300 HALLS MILL RD	MOBILE	AL	36619-9613	2,820
1649	US and Protectorate	BAY PARK SQUARE	BAY PARK SQUARE	607 BAY PARK SQUARE	GREEN BAY	WI	54304-5202	3,329
1650	US and Protectorate	NEWPARK MALL	NEWPARK MALL	2215 NEWPARK MALL	NEWARK	CA	94560-5248	3,008
1651	US and Protectorate	THE FLORIDA MALL	THE FLORIDA MALL	8001 S ORANGE BLOSSOM TRAIL	ORLANDO	FL	32809-7654	3,545
1656	US and Protectorate	HARBOR VIEW STATION	HARBOR VIEW STATION	6255 COLLEGE DR	SUFFOLK	VA	23435-3309	2,400
1670	US and Protectorate	WIRE GRASS COMMONS	WIRE GRASS COMMONS	900 COMMONS DRIVE #103	DOTHAN	AL	36303-2200	3,414
1672	US and Protectorate	MARYLAND CROSSING	MARYLAND CROSSING	4011 S MARYLAND PKY	LAS VEGAS	NV	89119-7548	2,880
1675	US and Protectorate	VILLAGE SHOPPING CENTER	VILLAGE SHOPPING CENTER	3020 N MAIN	HOPE MILLS	NC	28348-1731	2,975
1680	US and Protectorate	5719 APPALACHIAN HWY	5719 APPALACHIAN HWY		BLUE RIDGE	GA	30513-4248	2,800
1683	US and Protectorate	GALLERY AT HARBORPLACE	GALLERY AT HARBORPLACE	200 E PRATT ST	BALTIMORE	MD	21202-6111	3,000
1684	US and Protectorate	GALLERIA SHOPPING CENTER	GALLERIA SHOPPING CENTER	1816 GALLERIA BLVD	CHARLOTTE	NC	28270-2409	3,093
1689	US and Protectorate	SOUTHDALE S/C	SOUTHDALE S/C	10 MOUNTAIN RD	GLEN BURNIE	MD	21060-7974	3,842
1690	US and Protectorate	1593 NIAGARA FALLS BLVD	1593 NIAGARA FALLS BLVD	SUITE 350	AMHERST	NY	14228-2705	2,268
1691	US and Protectorate	RIVERTOWNE COMMONS	RIVERTOWNE COMMONS	6153 OXON HILL RD	OXON HILL	MD	20745-3108	3,700
1692	US and Protectorate	LARWIN SQUARE	LARWIN SQUARE	616 E FIRST STREET	TUSTIN	CA	92780-3418	2,600
1697	US and Protectorate	ROSS PARK MALL	ROSS PARK MALL	1000 ROSS PARK MALL DR	PITTSBURGH	PA	15237-0000	3,000
1698	US and Protectorate	1359 E MANNING AVE	1359 E MANNING AVE		REEDLEY	CA	93654-2352	2,925
1699	US and Protectorate	FAIRLANE MEADOWS SHOPPING CENT	FAIRLANE MEADOWS SHOPPING CENT	16201 FORD RD	DEARBORN	MI	48126-2945	3,126
1700	US and Protectorate	CAROLINA PLACE MALL	CAROLINA PLACE MALL	11025 CAROLINA PLACE PARKW	PINEVILLE	NC	28134-8843	3,218
1701	US and Protectorate	ALEXANDRIA MALL	ALEXANDRIA MALL	3437 MASONIC DR	ALEXANDRIA	LA	71301-3686	2,650
1709	US and Protectorate	TOWNE WEST SQUARE	TOWNE WEST SQUARE	4600 W KELLOGG	WICHITA	KS	67209-2568	2,900
1711	US and Protectorate	THE EMPIRE	THE EMPIRE	340 EMPIRE MALL	SIOUX FALLS	SD	57106-6507	3,365
1713	US and Protectorate	LANGLEY PARK PLAZA	LANGLEY PARK PLAZA	7943 NEW HAMPSHIRE AVE	HYATTSVILLE	MD	20783-4609	5,400
1715	US and Protectorate	MAPLEWOOD MALL	MAPLEWOOD MALL	3001 WHITE BEAR AVE N	MAPLEWOOD	MN	55109-1215	3,903
1718	US and Protectorate	WAL MART PLAZA	WAL MART PLAZA	1857 PLAZA DRIVE	OLEAN	NY	14760-1835	3,080
1720	US and Protectorate	EFFINGHAM CROSSROADS	EFFINGHAM CROSSROADS	1302 AVENUE OF MID AMERICA	EFFINGHAM	IL	62401-4588	2,960
1722	US and Protectorate	SAWMILL SQUARE	SAWMILL SQUARE	910 SAWMILL RD	LAUREL	MS	39440-3951	2,859
1733	US and Protectorate	MALL AT PRINCE GEORGES	MALL AT PRINCE GEORGES	3500 EAST-WEST HWY	HYATTSVILLE	MD	20782-1916	3,562
1735	US and Protectorate	SUNRISE MALL	SUNRISE MALL	2370 N EXPRESSWAY	BROWNSVILLE	TX	78526-1606	3,180
1737	US and Protectorate	LARGO PLAZA	LARGO PLAZA	10498 CAMPUS WAY SOUTH	UPPER MARLBORO	MD	20774-1387	3,200
1741	US and Protectorate	CLEARVIEW MALL	CLEARVIEW MALL	101 CLEARVIEW CIRCLE	BUTLER	PA	16001-1576	2,300
1745	US and Protectorate	NORTHWOODS MALL	NORTHWOODS MALL	4501 N WAR MEMORIAL DR	PEORIA	IL	61613-1000	3,062
1747	US and Protectorate	VALLEY MALL	VALLEY MALL	17301 VALLEY MALL RD	HAGERSTOWN	MD	21740-6966	5,200
1748	US and Protectorate	PIERRE BOSSIER MALL	PIERRE BOSSIER MALL	2950 E TEXAS ST	BOSSIER CITY	LA	71111-3265	3,127
1749	US and Protectorate	MILLER HILL MALL	MILLER HILL MALL	1600 MILLER TRUNK HWY	DULUTH	MN	55811-5640	3,044
1757	US and Protectorate	SPOTSYLVANIA MALL	SPOTSYLVANIA MALL	840 SPOTSYLVANIA MALL	FREDERICKSBURG	VA	22407-1123	2,624
1760	US and Protectorate	COLLEGE MALL	COLLEGE MALL	3066 E 3RD ST	BLOOMINGTON	IN	47401-0000	3,434
1764	US and Protectorate	CHAMBERSBURG MALL	CHAMBERSBURG MALL	3055 BLACK GAP RD	CHAMBERSBURG	PA	17201-9734	2,762
1766	US and Protectorate	FOOD WORLD PLAZA SOUTH	FOOD WORLD PLAZA SOUTH	600 SKYLAND BLVD E	TUSCALOOSA	AL	35405-4037	4,736
1767	US and Protectorate	LA PALMERA SHOPPING CENTER	LA PALMERA SHOPPING CENTER	5488 S PADRE ISLAND DR STE 1	CORPUS CHRISTI	TX	78411-4117	3,360
1769	US and Protectorate	GREENWOOD PARK MALL	GREENWOOD PARK MALL	1251 US HIGHWAY 31 N	GREENWOOD	IN	46142-4503	3,672
1772	US and Protectorate	SOUTH PARK MALL	SOUTH PARK MALL	2310 SW MILITARY DR	SAN ANTONIO	TX	78224-1409	3,681
1775	US and Protectorate	VIEWMONT MALL	VIEWMONT MALL	800 VIEWMONT MALL	SCRANTON	PA	18519-0000	2,920
1780	US and Protectorate	BUTLER PLAZA NORTH	BUTLER PLAZA NORTH	3965 PLAZA BLVD SUITE 50	GAINESVILLE	FL	32608-2443	6,144
1782	US and Protectorate	MARKS SQUARE	MARKS SQUARE	4600 MOBILE HWY	PENSACOLA	FL	32506-3529	3,000
1783	US and Protectorate	VALLEY VIEW PLAZA	VALLEY VIEW PLAZA	3304 S WESTERN AVE	MARION	IN	46953-0000	3,300
1787	US and Protectorate	GATEWAY PLAZA	GATEWAY PLAZA	499 SUNRISE HWY W 21	PATCHOGUE	NY	11772-2200	2,500
1788	US and Protectorate	AURORA PLAZA S/C	AURORA PLAZA S/C	673 PEORIA ST	AURORA	CO	80011-8228	3,000
1790	US and Protectorate	VILLAGE WEST SHOPPING CENTER	VILLAGE WEST SHOPPING CENTER	8555 W BELLEVIEW AVE	LITTLETON	CO	80123-7307	3,470
1793	US and Protectorate	PLAZA LA CIENEGA	PLAZA LA CIENEGA	1831 LA CIENEGA BOULEVARD	LOS ANGELES	CA	90035-4603	2,611
1795	US and Protectorate	THE MARKETPLACE	THE MARKETPLACE	834 E VALLEY BLVD	ALHAMBRA	CA	91801-5225	3,750
1798	US and Protectorate	10222 N 43RD AVE	10222 N 43RD AVE		GLENDALE	AZ	85302-2037	2,900
1799	US and Protectorate	TALAVI TOWNE CENTRE	TALAVI TOWNE CENTRE	5795 W BELL RD	GLENDALE	AZ	85308-0000	2,750
1802	US and Protectorate	HOLIDAY VILLAGE S/C	HOLIDAY VILLAGE S/C	1200 10TH AVE S	GREAT FALLS	MT	59405-4424	3,061
1807	US and Protectorate	CLACKAMAS TOWN CENTER	CLACKAMAS TOWN CENTER	12000 SE 82ND AVE	HAPPY VALLEY	OR	97086-7729	6,889
1810	US and Protectorate	FOOTHILLS FASHION SHOPPING CENT	FOOTHILLS FASHION SHOPPING CENT	215 E FOOTHILLS PARKWAY	FORT COLLINS	CO	80525-2624	2,606
1811	US and Protectorate	TOWN CENTER AT AURORA	TOWN CENTER AT AURORA	14200 E ALAMEDA AVE	AURORA	CO	80012-2511	4,005
1812	US and Protectorate	GREELEY MALL	GREELEY MALL	1952 GREELEY MALL	GREELEY	CO	80631-8522	3,600
1815	US and Protectorate	SANTA ROSA PLAZA	SANTA ROSA PLAZA	1031 SANTA ROSA PLAZA	SANTA ROSA	CA	95401-6340	2,414
1816	US and Protectorate	VINTAGE FAIRE MALL	VINTAGE FAIRE MALL	3401 DALE RD	MODESTO	CA	95356-0505	3,266
1819	US and Protectorate	VALLEY PLAZA	VALLEY PLAZA	2701 MING AVE	BAKERSFIELD	CA	93304-4440	3,754
1821	US and Protectorate	CAPITAL MALL	CAPITAL MALL	625 BLACK LAKE BLVD STE 106	OLYMPIA	WA	98502-0000	2,983
1824	US and Protectorate	THE COMMONS AT FEDERAL WAY	THE COMMONS AT FEDERAL WAY	1812 S SEATAC MALL	FEDERAL WAY	WA	98003-6038	3,001
1828	US and Protectorate	CHULA VISTA CENTER	CHULA VISTA CENTER	555 BROADWAY	CHULA VISTA	CA	91910-5346	3,758
1830	US and Protectorate	NEWGATE MALL	NEWGATE MALL	1216 NEWGATE MALL	OGDEN	UT	84405-1707	3,126
1831	US and Protectorate	BUENA PARK MALL	BUENA PARK MALL	8370 ON THE MALL	BUENA PARK	CA	90620-3243	3,600
1832	US and Protectorate	BOWIE TOWN CENTER	BOWIE TOWN CENTER	15608 EMERALD WAY	BOWIE	MD	20716-0000	2,474
1833	US and Protectorate	SUNRISE MALL	SUNRISE MALL	5951 SUNRISE MALL	CITRUS HEIGHTS	CA	95610-6901	3,323
1836	US and Protectorate	MANATI PLAZA	MANATI PLAZA	10 CARR 149	MANATI	PR	00674-6215	2,710
1837	US and Protectorate	3421 CENTURY BLVD	3421 CENTURY BLVD		INGLEWOOD	CA	90303-1218	3,000
1838	US and Protectorate	WESTMINSTER MALL	WESTMINSTER MALL	2036 WESTMINSTER MALL	WESTMINSTER	CA	92683-4951	7,064
1839	US and Protectorate	OAK SUMMIT	OAK SUMMIT	374 EAST HANES MILL RD	WINSTON SALEM	NC	27105-0000	2,800
1842	US and Protectorate	SOUTHPORT COMMONS	SOUTHPORT COMMONS	4850 E SOUTHPORT RD	INDIANAPOLIS	IN	46237-3318	3,000
1843	US and Protectorate	THE VINEYARD SC	THE VINEYARD SC	1205 M FM 1604 WEST	SAN ANTONIO	TX	78258-0000	2,800
1846	US and Protectorate	LAS AMERICAS PREMIUM OUTLETS	LAS AMERICAS PREMIUM OUTLETS	4265 CAMINO DE LA PLAZA	SAN YSIDRO	CA	92173-3026	2,800
1852	US and Protectorate	PRIEN LAKE MALL	PRIEN LAKE MALL	680 W PRIEN LAKE RD	LAKE CHARLES	LA	70601-8457	2,669
1855	US and Protectorate	SPECTRUM TOWNE CENTER	SPECTRUM TOWNE CENTER	3935 GRAND AVE	CHINO	CA	91710-0000	2,700
1856	US and Protectorate	TARGET SC	TARGET SC	1555 MARKET PLACE BLVD	CUMMING	GA	30041-7935	2,800
1857	US and Protectorate	CHANDLER FASHION CENTER	CHANDLER FASHION CENTER	3111 WEST CHANDLER BLVD	CHANDLER	AZ	85226-5082	2,700
1859	US and Protectorate	WOODLAND MALL	WOODLAND MALL	3135 28TH ST SE SPACE F102	GRAND RAPIDS	MI	49512-0000	2,900
1860	US and Protectorate	1402 164TH ST SW	1402 164TH ST SW	SUITE 305 306	LYNNWOOD	WA	98037-8515	2,601
1867	US and Protectorate	PROGRESS PLAZA	PROGRESS PLAZA	1501 N BROAD ST	PHILADELPHIA	PA	19122-3319	2,990
1871	US and Protectorate	MANHATTAN TOWN CENTER	MANHATTAN TOWN CENTER	100 MANHATTAN TOWN CTR	MANHATTAN	KS	66502-6001	3,047
1872	US and Protectorate	QUAIL SPRINGS MALL	QUAIL SPRINGS MALL	2501 W MEMORIAL RD	OKLAHOMA CITY	OK	73134-8039	4,118
1873	US and Protectorate	TULSA HILLS SHOPPING CENTER	TULSA HILLS SHOPPING CENTER	7323 S OLYMPIA AVE	TULSA	OK	74132-0000	3,000
1875	US and Protectorate	WALNUT SQUARE MALL	WALNUT SQUARE MALL	816 WALNUT SQUARE BLVD	DALTON	GA	30721-4595	2,375
1877	US and Protectorate	NEPTUNE CITY SHOPPING CENTER	NEPTUNE CITY SHOPPING CENTER	116 3RD AVE	NEPTUNE CITY	NJ	07753-6400	3,175

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
1880	US and Protectorate	TACOMA CENTRAL SC	TACOMA CENTRAL SC	3304 S 23RD ST	TACOMA	WA	98405-1699	2,932
1883	US and Protectorate	VALLEY WEST MALL	VALLEY WEST MALL	1551 VALLEY WEST DR	WEST DES MOINES	IA	50266-1112	4,310
1884	US and Protectorate	WESTFIELD WHEATON	WESTFIELD WHEATON	11160 VEIRS MILL RD	WHEATON	MD	20902-5915	3,715
1885	US and Protectorate	MIAMI VALLEY CENTRE	MIAMI VALLEY CENTRE	987 E ASH ST SPACE D-4	PIQUA	OH	45356-4133	2,366
1888	US and Protectorate	154 TOWNCENTER RD	154 TOWNCENTER RD		MATTESON	IL	60443-2245	3,028
1890	US and Protectorate	3792 CLEVELAND AVE	3792 CLEVELAND AVE		FORT MYERS	FL	33901-7909	4,110
1893	US and Protectorate	HAMDEN PLAZA	HAMDEN PLAZA	2100 DIXWELL AVENUE	HAMDEN	CT	06514-0000	3,250
1898	US and Protectorate	HAMILTON MARKET	HAMILTON MARKET	406 MARKETPLACE BLVD	HAMILTON	NJ	08691-0000	2,800
1920	US and Protectorate	COLONIAL TOWNPARK	COLONIAL TOWNPARK	801 INDUSTRIAL BLVD	SMYRNA	TN	37167-6875	3,051
1921	US and Protectorate	POSNER COMMONS	POSNER COMMONS	1500 POSNER BLVD	DAVENPORT	FL	33837-3627	2,800
1922	US and Protectorate	PADDOCK MALL	PADDOCK MALL	3100 SW COLLEGE RD STE 280A	OCALA	FL	34474-0000	3,000
1925	US and Protectorate	NORTHEAST MARKETPLACE	NORTHEAST MARKETPLACE	10722 EASTEX FREEWAY	HOUSTON	TX	77093-0000	3,000
1926	US and Protectorate	TONNELLE COMMONS	TONNELLE COMMONS	8800 TONNELLE AVE	NORTH BERGEN	NJ	07047-4709	4,000
1936	US and Protectorate	3453 VALLEY PLAZA PARKWAY	3453 VALLEY PLAZA PARKWAY	SPACE E	FORT WRIGHT	KY	41011-0000	2,910
1938	US and Protectorate	VILLAGE PARK PLAZA	VILLAGE PARK PLAZA	2009 3 EAST GREYHOUND PASS	CARMEL	IN	46032-0000	3,541
2000	US and Protectorate	SOUTH LAKEVIEW PLAZA S/C	SOUTH LAKEVIEW PLAZA S/C	4404 LEMAY FERRY RD	SAINT LOUIS	MO	63129-1758	2,986
2003	US and Protectorate	CAMP CREEK MARKETPLACE	CAMP CREEK MARKETPLACE	3662 MARKET PLACE BLVD	EAST POINT	GA	30344-2027	2,873
2007	US and Protectorate	SOUTHERN HILLS MALL	SOUTHERN HILLS MALL	4400 SARGEANT RD	SIoux CITY	IA	51106-0000	2,746
2011	US and Protectorate	MILLINGTON SHPG CNTR	MILLINGTON SHPG CNTR	8043 US HIGHWAY 51 N	MILLINGTON	TN	38053-1730	3,096
2015	US and Protectorate	EMPIRE MALL	EMPIRE MALL	3921 W 41ST ST	SIoux FALLS	SD	57106-0721	3,096
2017	US and Protectorate	2003 S MISSION ST	2003 S MISSION ST		MOUNT PLEASANT	MI	48858-4424	2,940
2018	US and Protectorate	6702 INDIANAPOLIS BLVD	6702 INDIANAPOLIS BLVD		HAMMOND	IN	46324-1708	3,096
2022	US and Protectorate	TOWN AND COUNTRY SC	TOWN AND COUNTRY SC	701 N LEXINGTON SPRINGMILL	F MANSFIELD	OH	44906-1224	3,060
2023	US and Protectorate	MARKET SQUARE SHPG CNTR	MARKET SQUARE SHPG CNTR	2206H S MARKET ST	BRENHAM	TX	77833-5832	2,800
2024	US and Protectorate	3760 S DORT HWY	3760 S DORT HWY		FLINT	MI	48507-2051	3,188
2027	US and Protectorate	SILVERLAKE SHOPPING CENTER	SILVERLAKE SHOPPING CENTER	3101 SILVERLAKE VILLAGE DRIV	PEARLAND	TX	77584-8082	2,804
2028	US and Protectorate	GOLF PLAZA II	GOLF PLAZA II	1002 S ELMHURST RD	MOUNT PROSPECT	IL	60056-4240	3,200
2031	US and Protectorate	ELDRIDGE CROSSING SHOPPING CEN	ELDRIDGE CROSSING SHOPPING CEN	12637 FM 1960 RD W	HOUSTON	TX	77065-4003	3,000
2032	US and Protectorate	CENTRAL MALL	CENTRAL MALL	5111 ROGERS AVENUE	FORT SMITH	AR	72903-2047	3,244
2037	US and Protectorate	ROCKWELL PLAZA	ROCKWELL PLAZA	7228 NORTHWEST HIGHWAY	OKLAHOMA CITY	OK	73132-0000	2,954
2039	US and Protectorate	2200 OAKLAND AVE	2200 OAKLAND AVE		INDIANA	PA	15701-3385	2,920
2041	US and Protectorate	UNIVERSITY PLAZA	UNIVERSITY PLAZA	401 N HIGHWAY 77 STE 20	WAXAHACHIE	TX	75165-1874	2,880
2042	US and Protectorate	MALL AT SIERRA VISTA	MALL AT SIERRA VISTA	2200 EL MERCADO LOOP	SIERRA VISTA	AZ	85635-5217	3,706
2043	US and Protectorate	IMPERIAL VALLEY MALL	IMPERIAL VALLEY MALL	3451 S DOGWOOD AVE	EL CENTRO	CA	92243-9673	3,183
2044	US and Protectorate	SPRINGFIELD TOWN CENTER MALL	SPRINGFIELD TOWN CENTER MALL	6829 SPRINGFIELD MALL	SPRINGFIELD	VA	22150-0000	2,800
2045	US and Protectorate	ALVIN 6 CENTER	ALVIN 6 CENTER	1591 EAST HIGHWAY 6	ALVIN	TX	77511-4600	2,800
2048	US and Protectorate	5950 STATE HWY 6	5950 STATE HWY 6	SUTIE F	MISSOURI CITY	TX	77459-0000	3,000
2049	US and Protectorate	NORTHTOWN MALL	NORTHTOWN MALL	3131 FOREST LANE	DALLAS	TX	75234-7783	3,000
2053	US and Protectorate	GATEWAY CENTER	GATEWAY CENTER	1751 W HOWARD ST	CHICAGO	IL	60626-1645	6,443
2055	US and Protectorate	THE SHOPS AT MISSION VIEJO	THE SHOPS AT MISSION VIEJO	198 THE SHOPS AT MISSION VIE	MISSION VIEJO	CA	92691-0000	3,838
2057	US and Protectorate	NORTH FOUNTAIN SC	NORTH FOUNTAIN SC	6344 S US HIGHWAY 85-87	FOUNTAIN	CO	80817-1006	3,000
2058	US and Protectorate	FOREST WEST SHOPPING CENTER	FOREST WEST SHOPPING CENTER	5375 ANTOINE DR	HOUSTON	TX	77091-4909	2,982
2059	US and Protectorate	2090 W GRAND RIVER AVE	2090 W GRAND RIVER AVE		OKEMOS	MI	48864-1707	2,880
2067	US and Protectorate	3915 7TH ST	3915 7TH ST		BAY CITY	TX	77414-4513	3,096
2068	US and Protectorate	4673 PRESIDENTIAL PARKWAY	4673 PRESIDENTIAL PARKWAY	SUITE 206	MACON	GA	31206-0000	2,783
2071	US and Protectorate	OLYMPIC GATEWAY	OLYMPIC GATEWAY	1163 E WISHKAH ST	ABERDEEN	WA	98520-4201	2,976
2073	US and Protectorate	RIVERVIEW SC	RIVERVIEW SC	3427 W COURT ST	PASCO	WA	99301-3871	3,000
2076	US and Protectorate	KOHL'S PLAZA SHOPPING CENTER	KOHL'S PLAZA SHOPPING CENTER	131 RONKONKOMA AVE	LAKE RONKONKOMA	NY	11779-0000	3,171
2084	US and Protectorate	SOUTH PLAZA SHOPPING CENTER	SOUTH PLAZA SHOPPING CENTER	23111 EUREKA RD	TAYLOR	MI	48180-5262	3,000
2088	US and Protectorate	ARROWHEAD MALL	ARROWHEAD MALL	501 N MAIN ST	MUSKOGEE	OK	74401-6348	2,694
2090	US and Protectorate	ALDERWOOD MALL	ALDERWOOD MALL	3000 184TH STREET SW	LYNNWOOD	WA	98037-4770	2,749
2091	US and Protectorate	REDLANDS TOWN CENTER	REDLANDS TOWN CENTER	10010 ALABAMA ST	REDLANDS	CA	92374-2062	3,000
2092	US and Protectorate	WENTZVILLE CROSSROADS	WENTZVILLE CROSSROADS	1957 WENTZVILLE PKWY	WENTZVILLE	MO	63385-3424	2,800
2096	US and Protectorate	THE FORUM AT OLYMPIA	THE FORUM AT OLYMPIA	8352 AGORA PKWY	SELMA	TX	78154-1326	8,719
2102	US and Protectorate	BURNSVILLE CENTER	BURNSVILLE CENTER	1051 BURNSVILLE CTR	BURNSVILLE	MN	55306-4438	2,788
2103	US and Protectorate	GAINESVILLE SHOPPING CENTER	GAINESVILLE SHOPPING CENTER	960 E HIGHWAY 82	GAINESVILLE	TX	76240-2720	4,000
2107	US and Protectorate	PLATTE RIVER MALL	PLATTE RIVER MALL	1100 S DEWEY ST	NORTH PLATTE	NE	69101-6161	3,000
2109	US and Protectorate	CUDAHY PLAZA	CUDAHY PLAZA	7913 ATLANTIC	CUDAHY	CA	90201-5710	3,000
2115	US and Protectorate	KMART SC	KMART SC	3565 INDUSTRIAL DR	SANTA ROSA	CA	95403-2012	3,869
2116	US and Protectorate	KING PLAZA	KING PLAZA	1415 E WALNUT ST	SEGUIN	TX	78155-0000	3,000
2120	US and Protectorate	ROLLING OAKS COMMONS	ROLLING OAKS COMMONS	3211 ROLLING OAKS BOULEVAR	KISSIMMEE	FL	34747-3053	6,000
2126	US and Protectorate	WALNUT SQUARE SC	WALNUT SQUARE SC	604 S WALNUT AVE	NEW BRAUNFELS	TX	78130-5723	5,500
2130	US and Protectorate	PERU MALL	PERU MALL	26 PERU MALL	PERU	IL	61354-1029	3,406
2133	US and Protectorate	TRINITY VALLEY SHPG CNTR	TRINITY VALLEY SHPG CNTR	2630 N JOSEY LN STE 101	CARROLLTON	TX	75007-5541	2,880
2136	US and Protectorate	WESTFIELD MISSION VALLEY	WESTFIELD MISSION VALLEY	1640 CAMINO DEL RIO	SAN DIEGO	CA	92108-1506	2,926
2146	US and Protectorate	COUNTRY CLUB VILLAGE	COUNTRY CLUB VILLAGE	1105 COUNTRY CLUB DR	MADERA	CA	93638-1537	3,000
2147	US and Protectorate	LOUETTA CROSSING	LOUETTA CROSSING	20530 I 45 NORTH	SPRING	TX	77373-2931	2,800
2149	US and Protectorate	SANTA MARIA SC	SANTA MARIA SC	1427 S BROADWAY	SANTA MARIA	CA	93454-6913	2,680
2150	US and Protectorate	PALOUSE EMPIRE MALL	PALOUSE EMPIRE MALL	1996 W PULLMAN RD	MOSCOW	ID	83843-4013	2,880
2158	US and Protectorate	SOUTHGATE CENTER	SOUTHGATE CENTER	20980 LIBBY RD	MAPLE HEIGHTS	OH	44137-2931	2,955
2159	US and Protectorate	HILLCREST SHOPPING CENTER	HILLCREST SHOPPING CENTER	1701 N LARKIN AVE	CREST HILL	IL	60403-9731	2,900
2162	US and Protectorate	3418 HIGHWAY 6 SOUTH	3418 HIGHWAY 6 SOUTH	SUITE A	HOUSTON	TX	77082-4204	2,800
2164	US and Protectorate	MOHAVE PLAZA	MOHAVE PLAZA	3352 E ANDY DEVINE AVE # US6	KINGMAN	AZ	86401-3704	2,700
2165	US and Protectorate	MAYFAIR MALL	MAYFAIR MALL	2500 N MAYFAIR ROAD	WAUWATOSA	WI	53226-1409	3,525
2169	US and Protectorate	FREMONT PLAZA	FREMONT PLAZA	841 E 23RD ST	FREMONT	NE	68025-2444	3,150
2171	US and Protectorate	GALLERIA DALLAS	GALLERIA DALLAS	13350 DALLAS PKWY	DALLAS	TX	75240-6658	3,246
2178	US and Protectorate	RIVER CITY MARKET PLACE	RIVER CITY MARKET PLACE	13249 CITY SQUARE DR	JACKSONVILLE	FL	32218-7239	2,805
2179	US and Protectorate	3210 SYCAMORE SCHOOL RD	3210 SYCAMORE SCHOOL RD		FORT WORTH	TX	76133-5602	2,808
2183	US and Protectorate	WOODBIDGE COMMONS	WOODBIDGE COMMONS	306 ROUTE 9 NORTH	WOODBIDGE	NJ	07095-1004	4,004
2185	US and Protectorate	729 KING ST	729 KING ST	SUITE 100	LAYTON	UT	84041-4672	3,000
2192	US and Protectorate	THE SHOPS AT WHITE OAK VILLAGE	THE SHOPS AT WHITE OAK VILLAGE	4501 S LABURNUM AVE	RICHMOND	VA	23231-2421	3,000
2193	US and Protectorate	GALLATIN VALLEY MALL	GALLATIN VALLEY MALL	2825 W MAIN ST	BOZEMAN	MT	59718-3927	3,000
2201	US and Protectorate	NEW FOREST CROSSING	NEW FOREST CROSSING	5915 E SAM HOUSTON PKWY NC	HOUSTON	TX	77049-2506	3,045
2203	US and Protectorate	21212 KUYKENDAHL	21212 KUYKENDAHL	UNIT K	SPRING	TX	77379-2606	3,010
2206	US and Protectorate	CLOVIS COMMONS SC	CLOVIS COMMONS SC	635 W HERNDON AVE	CLOVIS	CA	93612-0196	3,200
2207	US and Protectorate	3100 14TH ST NW	3100 14TH ST NW	SUITE 104A	WASHINGTON	DC	20010-2415	4,080
2209	US and Protectorate	NORTHPOINTE CENTER	NORTHPOINTE CENTER	3871 GORSKY DRIVE	ZANESVILLE	OH	43701-6429	3,018
2210	US and Protectorate	MESA MALL	MESA MALL	2424 HIGHWAY 6 AND 50	GRAND JUNCTION	CO	81505-1115	3,088
2213	US and Protectorate	JOSHUA VILLAGE SC	JOSHUA VILLAGE SC	57990 29 PALMS HWY	YUCCA VALLEY	CA	92284-5878	2,900
2218	US and Protectorate	CONWAY PLAZA SHOPPING CENTER	CONWAY PLAZA SHOPPING CENTER	217 E EXPRESSWAY 83	MISSION	TX	78572-5558	3,450
2224	US and Protectorate	NORTHEAST TOWERS	NORTHEAST TOWERS	4640 ROOSEVELT BLVD	PHILADELPHIA	PA	19124-2300	3,044
2225	US and Protectorate	2511 GRAND AVE	2511 GRAND AVE		WAUKEGAN	IL	60085-3316	3,096
2228	US and Protectorate	760 W VALENCIA RD	760 W VALENCIA RD		TUCSON	AZ	85706-7644	3,096
2229	US and Protectorate	KMART CENTER	KMART CENTER	495 N STATE ST	OREM	UT	84057-3801	3,200

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
2230	US and Protectorate	SAWGRASS MILLS	SAWGRASS MILLS	12801 W SUNRISE BLVD	SUNRISE	FL	33323-4019	2,978
2232	US and Protectorate	1413 1ST ST S	1413 1ST ST S		WILLMAR	MN	56201-4221	3,096
2238	US and Protectorate	7661 N LINDBERGH BLVD	7661 N LINDBERGH BLVD		HAZELWOOD	MO	63042-2124	3,096
2247	US and Protectorate	1122 MAIN ST	1122 MAIN ST		DELANO	CA	93215-1734	3,765
2249	US and Protectorate	SUNNY SIDE SHOPPES	SUNNY SIDE SHOPPES	5845 SUNNY SIDE RD	INDIANAPOLIS	IN	46235-8400	3,200
2263	US and Protectorate	EAGLE ROCK PLAZA	EAGLE ROCK PLAZA	2700 COLORADO BLVD	LOS ANGELES	CA	90041-1099	3,903
2265	US and Protectorate	CENTER AT SULPHUR SPRINGS	CENTER AT SULPHUR SPRINGS	1402 MOCKINGBIRD LN	SULPHUR SPRINGS	TX	75482-6006	2,850
2271	US and Protectorate	GALVEZ SHOPPING CENTER	GALVEZ SHOPPING CENTER	6228 BROADWAY	GALVESTON	TX	77551-1031	2,800
2277	US and Protectorate	DEANZA COUNTRY PLAZA	DEANZA COUNTRY PLAZA	7830 LIMONITE AVE # 32	RIVERSIDE	CA	92509-5360	2,600
2278	US and Protectorate	CROSSTOWNE MERCADO SHOPPING C	CROSSTOWNE MERCADO SHOPPING C	4801 WEST COMMERCE STREET	SAN ANTONIO	TX	78237-1505	3,000
2281	US and Protectorate	HAVENSIGHT PORT OF SAIL	HAVENSIGHT PORT OF SAIL	9100 HAVENSIGHT #22-24	ST THOMAS	VI	00802-0000	3,569
2284	US and Protectorate	SOLANO TOWN CENTER	SOLANO TOWN CENTER	1350 TRAVIS BLVD	FAIRFIELD	CA	94533-0000	3,465
2288	US and Protectorate	WEST PARK MALL	WEST PARK MALL	3049 WILLIAMS ST	CAPE GIRARDEAU	MO	63703-6340	3,154
2292	US and Protectorate	GATEWAY SHOPPING CENTER	GATEWAY SHOPPING CENTER	15161 U S HWY 19 SOUTH	THOMASVILLE	GA	31792-4853	2,900
2294	US and Protectorate	4024 W NORTH AVE	4024 W NORTH AVE		CHICAGO	IL	60639-5204	3,084
2299	US and Protectorate	ATHENS CENTER	ATHENS CENTER	1111 E TYLER ST	ATHENS	TX	75751-2182	2,850
2300	US and Protectorate	806 N CAGE BLVD	806 N CAGE BLVD		PHARR	TX	78577-3106	3,120
2304	US and Protectorate	LOMPOC CORNERS SHOPPING CENTE	LOMPOC CORNERS SHOPPING CENTER	663 W CENTRAL AVE	LOMPOC	CA	93436-2837	2,760
2306	US and Protectorate	ELKHART MARKET CENTRE	ELKHART MARKET CENTRE	4024 ELKHART RD	GOSHEN	IN	46526-5802	3,000
2309	US and Protectorate	NORTH RIVERSIDE PLAZA	NORTH RIVERSIDE PLAZA	2210 HARLEM AVE	NORTH RIVERSIDE	IL	60546-1413	6,516
2311	US and Protectorate	HICKORY RIDGE CROSSING S/C	HICKORY RIDGE CROSSING S/C	3625 HICKORY HILL RD	MEMPHIS	TN	38115-5010	2,975
2317	US and Protectorate	HEMET VALLEY CENTER	HEMET VALLEY CENTER	3541 W FLORIDA AVE	HEMET	CA	92545-3564	3,020
2319	US and Protectorate	SOUTHERN PLAZA	SOUTHERN PLAZA	825 W SOUTHERN AVE	PHOENIX	AZ	85041-4705	3,389
2325	US and Protectorate	THE MALL WEST END	THE MALL WEST END	861 RALPH DAVID ABERNATHY E	ATLANTA	GA	30310-1828	3,491
2327	US and Protectorate	ROSEVILLE MARKETPLACE	ROSEVILLE MARKETPLACE	10431 FAIRWAY DRIVE 100	ROSEVILLE	CA	95678-1987	2,650
2329	US and Protectorate	CORDOVA VILLAGE SC	CORDOVA VILLAGE SC	10697 FOLSOM BLVD	RANCHO CORDOVA	CA	95670-4828	3,000
2333	US and Protectorate	VANCOUVER MALL	VANCOUVER MALL	8700 NE VANCOUVER MALL DR	VANCOUVER	WA	98662-6750	3,319
2337	US and Protectorate	1304 JUNCTION HWY	1304 JUNCTION HWY	SUITE 400	KERRVILLE	TX	78028-4807	2,600
2338	US and Protectorate	CHAPEL HILLS MALL	CHAPEL HILLS MALL	1710 BRIARGATE BLVD	COLORADO SPRINGS	CO	80920-3449	3,472
2341	US and Protectorate	1380 S PROVIDENCE CENTER DRIVE	1380 S PROVIDENCE CENTER DRIVE	SPACE A	CEDAR CITY	UT	84720-1891	3,000
2342	US and Protectorate	3410 INTERNATIONAL	3410 INTERNATIONAL		OAKLAND	CA	94601-3036	4,451
2358	US and Protectorate	ONTARIO MARKETPLACE	ONTARIO MARKETPLACE	203 E LANE NORTH	ONTARIO	OR	97914-3061	3,000
2362	US and Protectorate	EDEN PRAIRIE CENTER	EDEN PRAIRIE CENTER	125 EDEN PRAIRIE CENTER	EDEN PRAIRIE	MN	55344-0000	2,533
2364	US and Protectorate	PINE RIDGE MALL	PINE RIDGE MALL	4155 YELLOWSTONE AVE # 182	CHUBBUCK	ID	83202-2452	3,133
2366	US and Protectorate	MEMORIAL CITY MALL	MEMORIAL CITY MALL	303 MEMORIAL CITY	HOUSTON	TX	77024-2677	3,626
2368	US and Protectorate	SOUTHBAY PAVILION	SOUTHBAY PAVILION	20700 AVALON BLVD	CARSON	CA	90746-3716	6,072
2371	US and Protectorate	THE LANDING MALL	THE LANDING MALL	1126 E MEYER BLVD	KANSAS CITY	MO	64131-1205	4,075
2374	US and Protectorate	ANIMAS VALLEY MALL	ANIMAS VALLEY MALL	4601 E MAIN ST	FARMINGTON	NM	87402-8667	3,428
2378	US and Protectorate	MCCRELESS SHOPPING CENTER	MCCRELESS SHOPPING CENTER	4102 S NEW BRAUNFELS AVE S1	SAN ANTONIO	TX	78223-1700	3,195
2382	US and Protectorate	TEL-HURON PLAZA	TEL-HURON PLAZA	41 S TELEGRAPH RD	PONTIAC	MI	48341-1580	3,000
2392	US and Protectorate	KENNEWICK PLAZA	KENNEWICK PLAZA	2817 W KENNEWICK AVE	KENNEWICK	WA	99336-2927	2,400
2393	US and Protectorate	3401 W LAWRENCE AVE	3401 W LAWRENCE AVE		CHICAGO	IL	60625-5103	3,605
2395	US and Protectorate	THE GALLERIA AT WHITE PLAINS	THE GALLERIA AT WHITE PLAINS	100 MAIN ST	WHITE PLAINS	NY	10601-0000	3,428
2396	US and Protectorate	MARSHFIELD PLAZA	MARSHFIELD PLAZA	11622 S MARSHFIELD AVENUE	CHICAGO	IL	60643-0000	3,250
2403	US and Protectorate	BRENTWOOD CENTER	BRENTWOOD CENTER	2099 S FEDERAL BLVD	DENVER	CO	80219-5429	3,000
2404	US and Protectorate	11330 GRATIOT AVE	11330 GRATIOT AVE		DETROIT	MI	48213-1336	3,096
2405	US and Protectorate	SAN MAR PLAZA	SAN MAR PLAZA	929 HIGHWAY 80	SAN MARCOS	TX	78666-8133	3,200
2409	US and Protectorate	MACDADE MALL	MACDADE MALL	2600 MACDADE BLVD	HOLMES	PA	19043-1326	3,160
2419	US and Protectorate	LINCOLN MALL	LINCOLN MALL	622 GEORGE WASHINGTON HWY	LINCOLN	RI	02865-0000	6,000
2425	US and Protectorate	998 W WILL ROGERS BLVD	998 W WILL ROGERS BLVD		CLAREMORE	OK	74017-5417	3,885
2434	US and Protectorate	712 E ALISAL ST	712 E ALISAL ST		SALINAS	CA	93905-2604	3,060
2437	US and Protectorate	CENTER CITY SHPG CNTR	CENTER CITY SHPG CNTR	152 N AVALON ST	MEMPHIS	TN	38104-2408	3,300
2442	US and Protectorate	1985 E SANTA FE ST	1985 E SANTA FE ST		OLATHE	KS	66062-1610	3,061
2443	US and Protectorate	NEILSON SQUARE	NEILSON SQUARE	3514 W GARRIOTT RD	ENID	OK	73703-4909	2,600
2444	US and Protectorate	BATTLEFIELD MALL	BATTLEFIELD MALL	2825 S GLENSTONE AVE	SPRINGFIELD	MO	65804-3728	3,981
2446	US and Protectorate	62 E DERENNE AVE	62 E DERENNE AVE		SAVANNAH	GA	31405-6712	4,800
2451	US and Protectorate	SPENCER AT EAST BLVD	SPENCER AT EAST BLVD	9001 SPENCER HIGHWAY	LA PORTE	TX	77571-3897	2,800
2453	US and Protectorate	PORTERWOOD SHOPPING CENTER	PORTERWOOD SHOPPING CENTER	23741 HWY 59	PORTER	TX	77365-5389	2,820
2456	US and Protectorate	DUNN CENTER	DUNN CENTER	11225 W FLORISSANT AVE	FLORISSANT	MO	63033-6742	3,061
2459	US and Protectorate	PLAZA PASEO	PLAZA PASEO	260 PASADENA TOWN SQUARE	PASADENA	TX	77506-4842	2,686
2461	US and Protectorate	11207 W 63RD ST	11207 W 63RD ST		SHAWNEE	KS	66203-3333	3,135
2464	US and Protectorate	5808 BERGENLINE AVE	5808 BERGENLINE AVE		WEST NEW YORK	NJ	07093-1231	6,000
2465	US and Protectorate	WESTFIELD CULVER CITY	WESTFIELD CULVER CITY	6000 SEPULVEDA BOULEVARD	CULVER CITY	CA	90230-6431	3,507
2468	US and Protectorate	ESPLANADE SC	ESPLANADE SC	181 W ESPLANADE DR	OXNARD	CA	93030-0000	2,520
2470	US and Protectorate	805 BROAD ST	805 BROAD ST		NEWARK	NJ	07102-2803	2,552
2473	US and Protectorate	CALIFORNIA OAKS PLAZA	CALIFORNIA OAKS PLAZA	41038 CALIFORNIA OAKS RD	MURRIETA	CA	92562-0000	3,080
2475	US and Protectorate	WESTWOOD SHOPPING CENTER	WESTWOOD SHOPPING CENTER	2600 SW BARTON ST	SEATTLE	WA	98126-3952	3,012
2480	US and Protectorate	EASTGATE SHOPPING CENTER	EASTGATE SHOPPING CENTER	26350 GRATIOT AVENUE	ROSEVILLE	MI	48066-5106	3,000
2488	US and Protectorate	ST GEORGE COMMERCIAL CENTER	ST GEORGE COMMERCIAL CENTER	755 S BLUFF ST	SAINT GEORGE	UT	84770-3560	2,961
2489	US and Protectorate	EVANSVILLE PAVILION	EVANSVILLE PAVILION	6501 E LLOYD EXPRESSWAY	EVANSVILLE	IN	47715-4104	2,800
2493	US and Protectorate	361 MAIN ST	361 MAIN ST		BELLEVILLE	NJ	07109-3235	3,028
2497	US and Protectorate	4570 MISSION ST	4570 MISSION ST		SAN FRANCISCO	CA	94112-2622	2,388
2500	US and Protectorate	4465 E MCKELLIPS RD	4465 E MCKELLIPS RD	SPACE 101	MESA	AZ	85215-2553	2,783
2501	US and Protectorate	RICHFIELD SHOPPES N	RICHFIELD SHOPPES N	4 E 66TH ST	RICHFIELD	MN	55423-2454	2,816
2503	US and Protectorate	FRANKLIN PARK MALL	FRANKLIN PARK MALL	5001 MONROE ST	TOLEDO	OH	43623-3627	3,000
2504	US and Protectorate	BAYSHORE TOWN CENTER	BAYSHORE TOWN CENTER	5800 N BAYSHORE DR	GLENDALE	WI	53217-4556	3,212
2506	US and Protectorate	OSWEGO COMMONS	OSWEGO COMMONS	3006 ROUTE 34	OSWEGO	IL	60543-8333	2,496
2511	US and Protectorate	5892 S ARCHER AVE	5892 S ARCHER AVE		CHICAGO	IL	60638-1658	3,000
2512	US and Protectorate	THE SHOPS AT MONTEBELLO	THE SHOPS AT MONTEBELLO	2007 MONTEBELLO TOWN CENT	MONTEBELLO	CA	90640-0000	3,875
2514	US and Protectorate	FLATIRON CROSSING MALL	FLATIRON CROSSING MALL	1 WEST FLATIRON CROSSING DR	BROOMFIELD	CO	80021-8893	2,630
2517	US and Protectorate	ARVADA RIDGE MARKETPLACE	ARVADA RIDGE MARKETPLACE	5091 KIPLING ST	WHEAT RIDGE	CO	80033-0000	2,923
2520	US and Protectorate	HAMTRAMCK TOWN CENTER	HAMTRAMCK TOWN CENTER	9149 JOSEPH CAMPAU ST	HAMTRAMCK	MI	48212-3728	2,632
2521	US and Protectorate	CROSSROADS CENTRE	CROSSROADS CENTRE	9870 OLDE US 20 A104	ROSSFORD	OH	43460-0000	3,054
2522	US and Protectorate	PEMBERTON SQUARE	PEMBERTON SQUARE	3505 PEMBERTON SQUARE BLV	VICKSBURG	MS	39180-5564	4,381
2526	US and Protectorate	13930 NE 178TH PLACE	13930 NE 178TH PLACE	SUITE 102	WOODINVILLE	WA	98072-3531	2,850
2529	US and Protectorate	3230 W DAVIS ST	3230 W DAVIS ST		DALLAS	TX	75211-2922	3,062
2535	US and Protectorate	NEW MARKET SQUARE	NEW MARKET SQUARE	2441 N MAIZE RD	WICHITA	KS	67205-0000	3,000
2536	US and Protectorate	REDFORD PLAZA S/C	REDFORD PLAZA S/C	9311 TELEGRAPH RD	REDFORD	MI	48239-1260	2,601
2538	US and Protectorate	TOWNE CENTER SC	TOWNE CENTER SC	1317 W DAVIS ST	CONROE	TX	77304-2309	2,800
2545	US and Protectorate	OAKWOOD COMMONS	OAKWOOD COMMONS	1940 WARRENSVILLE CENTER R	SOUTH EUCLID	OH	44121-0000	3,300
2549	US and Protectorate	GARDEN CITY PLAZA	GARDEN CITY PLAZA	2214 E KANSAS AVE	GARDEN CITY	KS	67846-6967	3,200
2550	US and Protectorate	BAYSHORE MALL	BAYSHORE MALL	3000 BROADWAY ST # 300	EUREKA	CA	95501-3809	3,137
2551	US and Protectorate	FOX RIVER MALL	FOX RIVER MALL	4301 W WISCONSIN AVE SUITE 1	APPLETON	WI	54915-8605	3,000
2556	US and Protectorate	NEWNAN CROSSING SHOPPING CENTI	NEWNAN CROSSING SHOPPING CENTE	561 BULLSBORO DR	NEWNAN	GA	30263-1045	3,000

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
2557	US and Protectorate	15320 GRAND RIVER AVE	15320 GRAND RIVER AVE		DETROIT	MI	48227-2215	3,250
2559	US and Protectorate	MALL DE LAS AGUILAS	MALL DE LAS AGUILAS	455 S BIBB AVE	EAGLE PASS	TX	78852-9997	3,292
2560	US and Protectorate	MEADOWBROOK MALL	MEADOWBROOK MALL	2490 MEADOWBROOK MALL	BRIDGEPORT	WV	26330-9791	2,728
2561	US and Protectorate	HUNTINGTON MALL	HUNTINGTON MALL	EXIT 20B INTERSTATE 64 UNIT 2	BARBOURSVILLE	WV	25504-4024	4,232
2562	US and Protectorate	PASADENA PARK S/C	PASADENA PARK S/C	6848 A SPENCER HWY	PASADENA	TX	77505-1709	3,000
2564	US and Protectorate	NILES PLAZA S/C	NILES PLAZA S/C	6301 NILES ST	BAKERSFIELD	CA	93306-4691	2,765
2566	US and Protectorate	1007 EL PASEO ST	1007 EL PASEO ST		LAS CRUCES	NM	88001-6029	3,060
2570	US and Protectorate	MESILLA VALLEY MALL	MESILLA VALLEY MALL	700 S TELSHER BLVD STE 1304	LAS CRUCES	NM	88011-8606	3,070
2573	US and Protectorate	GRAND TETON MALL	GRAND TETON MALL	2300 E 17TH ST	IDAHO FALLS	ID	83404-6551	3,414
2575	US and Protectorate	112 W CHELTEN AVE	112 W CHELTEN AVE		PHILADELPHIA	PA	19144-3302	3,275
2578	US and Protectorate	HALL PLAZA SHOPPING CENTER	HALL PLAZA SHOPPING CENTER	4648 W DIVERSEY AVE	CHICAGO	IL	60639-0000	3,564
2581	US and Protectorate	CENTRAL MALL	CENTRAL MALL	119 CENTRAL MALL	TEXARKANA	TX	75503-2447	2,503
2585	US and Protectorate	TEMPE MARKETPLACE	TEMPE MARKETPLACE	1900 E RIO SALADO PARKWAY	TEMPE	AZ	85281-0000	3,000
2593	US and Protectorate	UNIONTOWN MALL	UNIONTOWN MALL	1610 MALL RUN RD	UNIONTOWN	PA	15401-2640	4,994
2596	US and Protectorate	PORT ORCHARD K-MART PLAZA	PORT ORCHARD K-MART PLAZA	1397 OLNEY AVE E	PORT ORCHARD	WA	98366-4920	2,800
2597	US and Protectorate	OFFICE DEPOT JC	OFFICE DEPOT JC	5084 FAYETTEVILLE RD	LUMBERTON	NC	28358-0000	3,000
2602	US and Protectorate	SCOTT ST RETAIL CENTER	SCOTT ST RETAIL CENTER	6057 SCOTT ST	HOUSTON	TX	77021-2663	2,800
2604	US and Protectorate	WESTERN COMMONS	WESTERN COMMONS	6560 HARRISON AVE	CINCINNATI	OH	45247-7823	2,700
2605	US and Protectorate	BOYNTON TOWN CENTER	BOYNTON TOWN CENTER	870 N CONGRESS AVE	BOYNTON BEACH	FL	33426-3301	2,800
2609	US and Protectorate	PANORAMA MALL	PANORAMA MALL	19 PANORAMA MALL	PANORAMA CITY	CA	91402-3623	3,960
2620	US and Protectorate	WESTOWN SQUARE SHOPPING CENTER	WESTOWN SQUARE SHOPPING CENTER	10730 LORAIN AVE	CLEVELAND	OH	44111-5413	3,500
2625	US and Protectorate	DON JOSE PLAZA	DON JOSE PLAZA	400 SOUTH INTERNATIONAL BLVD	HIDALGO	TX	78557-0000	3,500
2631	US and Protectorate	LAKEWOOD TOWNE CENTER	LAKEWOOD TOWNE CENTER	10321 GRAVELLY LAKE DR SW	LAKEWOOD	WA	98499-0000	3,200
2635	US and Protectorate	KNOXVILLE CENTER	KNOXVILLE CENTER	3006 N MALL RD	KNOXVILLE	TN	37924-2054	2,865
2638	US and Protectorate	MANDARIN CORNERS SC	MANDARIN CORNERS SC	10991 SAN JOSE BLVD	JACKSONVILLE	FL	32223-6600	3,000
2639	US and Protectorate	4409 MONTGOMERY RD	4409 MONTGOMERY RD		NORWOOD	OH	45212-3115	3,000
2642	US and Protectorate	EAST COURT VILLAGE	EAST COURT VILLAGE	3516 COURT ST	PEKIN	IL	61554-6211	2,869
2643	US and Protectorate	CHOUTEAU CROSSING SC	CHOUTEAU CROSSING SC	4367 NE CHOUTEAU TRAFFICWAY	KANSAS CITY	MO	64117-2434	3,297
2653	US and Protectorate	VISALIA MALL	VISALIA MALL	2195 SOUTH MOONEY BLVD	VISALIA	CA	93277-0000	3,135
2657	US and Protectorate	FLAGSTAFF MALL	FLAGSTAFF MALL	4650 N US HIGHWAY 89	FLAGSTAFF	AZ	86004-2447	3,574
2660	US and Protectorate	LAKEWOOD CENTER MALL	LAKEWOOD CENTER MALL	116 LAKEWOOD CENTER MALL	LAKEWOOD	CA	90712-2417	4,093
2661	US and Protectorate	DESERT SKY MALL	DESERT SKY MALL	7611 W THOMAS RD	PHOENIX	AZ	85033-5430	3,625
2663	US and Protectorate	CROSSROADS AT TOWN CENTER	CROSSROADS AT TOWN CENTER	6536 N DECATUR BLVD	LAS VEGAS	NV	89131-1033	3,000
2664	US and Protectorate	TOWN AND COUNTRY PLAZA	TOWN AND COUNTRY PLAZA	107 N POPLAR ST	SEARCY	AR	72143-6003	2,867
2674	US and Protectorate	GRAND CENTRAL MALL	GRAND CENTRAL MALL	285 GRAND CENTRAL MALL	VIENNA	WV	26105-0000	3,778
2676	US and Protectorate	GREENBRIER MARKET CENTER	GREENBRIER MARKET CENTER	1328 GREENBRIER PARKWAY	CHESAPEAKE	VA	23320-0000	2,400
2678	US and Protectorate	MOORESTOWN MALL	MOORESTOWN MALL	400 W ROUTE 38	MOORESTOWN	NJ	08057-3236	2,919
2679	US and Protectorate	6233 WOODLAND AVE # 35	6233 WOODLAND AVE # 35		PHILADELPHIA	PA	19142-2005	3,264
2689	US and Protectorate	ONE ENERGY SQUARE	ONE ENERGY SQUARE	3136 ANDREWS HWY	ODESSA	TX	79762-7521	3,000
2690	US and Protectorate	VICTORIA MALL	VICTORIA MALL	7800 N NAVARRO	VICTORIA	TX	77904-2699	3,750
2693	US and Protectorate	GLENBROOK SQUARE	GLENBROOK SQUARE	4201 COLDWATER RD	FORT WAYNE	IN	46805-1119	5,893
2698	US and Protectorate	QUEENS-CHILLUM S/C	QUEENS-CHILLUM S/C	3126 QUEENS CHAPEL RD	HYATTSVILLE	MD	20782-3665	2,684
2702	US and Protectorate	LA MIRADA SQUARE	LA MIRADA SQUARE	8220 MONTGOMERY BLVD NE	ALBUQUERQUE	NM	87109-1602	3,600
2706	US and Protectorate	PARK PLAZA S/C	PARK PLAZA S/C	770 MANGROVE AVE	CHICO	CA	95926-3948	2,700
2707	US and Protectorate	MOUNT SHASTA MALL	MOUNT SHASTA MALL	900 DANA DR	REDDING	CA	96003-4053	2,500
2712	US and Protectorate	MID RIVERS MALL	MID RIVERS MALL	1600 MID RIVERS MALL DR	SAINT PETERS	MO	63376-4358	3,771
2718	US and Protectorate	CENTERPOINT MALL	CENTERPOINT MALL	2657 SAVIERS RD	OXNARD	CA	93033-4519	4,898
2719	US and Protectorate	NORTHTRIDGE PLAZA	NORTHTRIDGE PLAZA	8742 CORBIN AVE	NORTHTRIDGE	CA	91324-3307	3,400
2725	US and Protectorate	LA VERNE TOWNE CENTER	LA VERNE TOWNE CENTER	2418 FOOHILL BLVD UNIT A	LA VERNE	CA	91750-3065	2,880
2732	US and Protectorate	2065 W 6TH	2065 W 6TH	UNIT B1	LOS ANGELES	CA	90057-3158	4,000
2735	US and Protectorate	TOWN AND COUNTRY S/C	TOWN AND COUNTRY S/C	6324 W 3RD ST	LOS ANGELES	CA	90036-3155	3,804
2736	US and Protectorate	PUENTE HILLS MALL	PUENTE HILLS MALL	1600 S AZUSA AVE	CITY OF INDUSTRY	CA	91748-8634	3,537
2738	US and Protectorate	1541 N VERMONT AVE	1541 N VERMONT AVE		LOS ANGELES	CA	90027-5330	2,400
2742	US and Protectorate	HACIENDA PLAZA	HACIENDA PLAZA	755 N HACIENDA BLVD	LA PUENTE	CA	91744-3906	4,727
2743	US and Protectorate	PLAZA WEST COVINA	PLAZA WEST COVINA	675 PLAZA DRIVE	WEST COVINA	CA	91790-2825	6,698
2747	US and Protectorate	THE SHOPPES AT MIDWAY PLANTATION	THE SHOPPES AT MIDWAY PLANTATION	1002-E SHOPPES AT MIDWAY DR	KNIGHTDALE	NC	27545-7313	3,000
2749	US and Protectorate	2837 COCHRAN ST STE D	2837 COCHRAN ST STE D		SIMI VALLEY	CA	93065-2786	3,440
2753	US and Protectorate	HEMET VALLEY MALL	HEMET VALLEY MALL	2200 W FLORIDA AVE	HEMET	CA	92545-3666	3,071
2755	US and Protectorate	COMMERCE CENTER	COMMERCE CENTER	5514 WHITTIER BLVD	LOS ANGELES	CA	90022-4104	4,235
2757	US and Protectorate	VALLEY CENTRAL SHOPPING CENTER	VALLEY CENTRAL SHOPPING CENTER	44450 VALLEY CENTER WAY	LANCASTER	CA	93536-6532	4,000
2763	US and Protectorate	HAPPY VALLEY TOWNE CENTER	HAPPY VALLEY TOWNE CENTER	2501 W HAPPY VALLEY RD	PHOENIX	AZ	85027-0000	3,000
2764	US and Protectorate	2309 W KETTLEMAN LANE SUITE 104	2309 W KETTLEMAN LANE SUITE 104		LODI	CA	95242-4120	3,000
2765	US and Protectorate	PROSPECTORS PLAZA	PROSPECTORS PLAZA	3966 MISSOURI FLAT RD	PLACERVILLE	CA	95667-5239	3,060
2766	US and Protectorate	SHERWOOD MALL	SHERWOOD MALL	5308 PACIFIC AVE	STOCKTON	CA	95207-5619	3,707
2767	US and Protectorate	NORTHTRIDGE MALL	NORTHTRIDGE MALL	700 NORTHTRIDGE MALL	SALINAS	CA	93906-2015	3,145
2775	US and Protectorate	PENINSULA BOARDWALK	PENINSULA BOARDWALK	340 WALNUT ST	REDWOOD CITY	CA	94063-1718	4,416
2776	US and Protectorate	FREMONT HUB SC	FREMONT HUB SC	39015 FREMONT HUB	FREMONT	CA	94538-0000	2,500
2777	US and Protectorate	2656 MISSION ST # 8	2656 MISSION ST # 8		SAN FRANCISCO	CA	94110-3102	3,750
2782	US and Protectorate	556 W 181ST	556 W 181ST		NEW YORK	NY	10033-5005	3,256
2784	US and Protectorate	NORWALK SQUARE	NORWALK SQUARE	11725 ROSECRANS AVE	NORWALK	CA	90650-3927	4,250
2791	US and Protectorate	IRON HORSE SHOPPING CENTER	IRON HORSE SHOPPING CENTER	543 E PRATER WAY	SPARKS	NV	89431-4685	3,000
2792	US and Protectorate	WESTFIELD PLAZA BONITA	WESTFIELD PLAZA BONITA	3030 PLAZA BONITA RD	NATIONAL CITY	CA	91950-8095	4,185
2794	US and Protectorate	COOL SPRINGS GALLERIA	COOL SPRINGS GALLERIA	1800 GALLERIA BLVD	FRANKLIN	TN	37067-1605	3,932
2797	US and Protectorate	1585 S MUSKOGEE AVE	1585 S MUSKOGEE AVE		TAHLEQUAH	OK	74464-5285	3,062
2799	US and Protectorate	480 W 303 HWY	480 W 303 HWY		GRAND PRAIRIE	TX	75051-4805	3,062
2801	US and Protectorate	BALCH SPRINGS COMMONS	BALCH SPRINGS COMMONS	12250 LAKE JUNE RD	BALCH SPRINGS	TX	75180-0000	3,000
2803	US and Protectorate	VALDOSTA MALL	VALDOSTA MALL	1700 NORMAN DR	VALDOSTA	GA	31601-7482	3,161
2807	US and Protectorate	ST CLAIR SQUARE	ST CLAIR SQUARE	239 SAINT CLAIR SQ	FAIRVIEW HEIGHTS	IL	62208-2134	4,159
2808	US and Protectorate	LA ALAMEDA SHOPPING CENTER	LA ALAMEDA SHOPPING CENTER	7408 S ALAMEDA ST	WALNUT PARK	CA	90255-0000	3,000
2809	US and Protectorate	CROSS COUNTY MALL	CROSS COUNTY MALL	700 BROADWAY AVE E	MATTOON	IL	61938-4671	2,400
2815	US and Protectorate	80 BROAD ST	80 BROAD ST		ELIZABETH	NJ	07201-2208	4,768
2816	US and Protectorate	COVENTRY MALL	COVENTRY MALL	351 W SCHUYLKILL RD	POTTSTOWN	PA	19464-7438	3,834
2817	US and Protectorate	8065 FLORIDA BLVD	8065 FLORIDA BLVD		BATON ROUGE	LA	70806-4713	3,600
2821	US and Protectorate	TOWNE EAST SQUARE	TOWNE EAST SQUARE	7700 E KELLOGG DR	WICHITA	KS	67207-1772	2,570
2822	US and Protectorate	SOUTHERN PARK MALL	SOUTHERN PARK MALL	7401 MARKET ST	BOARDMAN	OH	44512-5639	2,800
2827	US and Protectorate	CENTRAL PLAZA	CENTRAL PLAZA	3717 NW 7TH ST	MIAMI	FL	33126-5501	4,953
2828	US and Protectorate	SHENANGO VALLEY MALL	SHENANGO VALLEY MALL	3255 E STATE ST	HERMITAGE	PA	16148-3324	2,777
2829	US and Protectorate	EASTWOOD MALL	EASTWOOD MALL	5555 YOUNGSTOWN WARREN R	NILES	OH	44446-4804	4,515
2832	US and Protectorate	SUMMIT MALL	SUMMIT MALL	3265 W MARKET ST	FAIRLAWN	OH	44333-3342	3,000
2835	US and Protectorate	BELDEN VILLAGE MALL	BELDEN VILLAGE MALL	4115 BELDEN VILLAGE MALL	CANTON	OH	44718-2501	3,192
2837	US and Protectorate	13102 HARBOR BLVD	13102 HARBOR BLVD		GARDEN GROVE	CA	92843-1718	3,962
2842	US and Protectorate	GREAT LAKES MALL	GREAT LAKES MALL	7850 MENTOR AVE	MENTOR	OH	44060-5520	4,603
2844	US and Protectorate	GREAT NORTHERN MALL	GREAT NORTHERN MALL	104 GREAT NORTHERN MALL	NORTH OLMSTED	OH	44070-3301	4,161
2847	US and Protectorate	SANDUSKY MALL	SANDUSKY MALL	4314 MILAN RD STE 110	SANDUSKY	OH	44870-7104	3,535

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
2849	US and Protectorate	APPLEGATE RANCH COMMERCIAL CENTER	APPLEGATE RANCH COMMERCIAL CENTER	1106 COMMERCE AVE	ATWATER	CA	95301-0000	2,997
2850	US and Protectorate	KINGSTOWNE CENTER	KINGSTOWNE CENTER	5942 KINGSTOWNE BLVD	ALEXANDRIA	VA	22315-0000	2,081
2851	US and Protectorate	BEAVER VALLEY MALL	BEAVER VALLEY MALL	210 RTE 18	MONACA	PA	15061-2305	5,400
2852	US and Protectorate	OHIO VALLEY MALL	OHIO VALLEY MALL	67800 MALL RING RD	SAINT CLAIRSVILLE	OH	43950-1760	3,288
2853	US and Protectorate	FT STEUBEN MALL	FT STEUBEN MALL	100 MALL DR	STEUBENVILLE	OH	43952-3092	2,800
2856	US and Protectorate	WESTMORELAND MALL	WESTMORELAND MALL	5256 ROUTE 30	GREENSBURG	PA	15601-3517	3,085
2857	US and Protectorate	SOUTH HILLS VILLAGE	SOUTH HILLS VILLAGE	301 SOUTH HILLS VILLAGE	PITTSBURGH	PA	15241-1400	3,281
2860	US and Protectorate	POST OAK MALL	POST OAK MALL	1500 HARVEY RD	COLLEGE STATION	TX	77840-3713	2,925
2861	US and Protectorate	MERVYNS SHOPPING CENTER	MERVYNS SHOPPING CENTER	7350 GREENBACK LANE	CITRUS HEIGHTS	CA	95621-5531	2,800
2864	US and Protectorate	LINDALE MALL	LINDALE MALL	4444 1ST AVE NE # 234	CEDAR RAPIDS	IA	52402-3239	3,445
2865	US and Protectorate	KENNEDY MALL	KENNEDY MALL	555 JFK RD	DUBUQUE	IA	52002-5202	3,810
2866	US and Protectorate	NORTH GRAND MALL	NORTH GRAND MALL	2801 N GRAND MALL	AMES	IA	50010-4668	3,209
2867	US and Protectorate	STONERIDGE MALL	STONERIDGE MALL	1468 STONERIDGE MALL RD	PLEASANTON	CA	94588-0000	3,115
2868	US and Protectorate	SANTA ROSA MALL	SANTA ROSA MALL	CARR. #2 #1455	BAYAMON	PR	00959-6711	2,802
2871	US and Protectorate	EASTRIDGE MALL	EASTRIDGE MALL	2200 EASTRIDGE LOOP	SAN JOSE	CA	95122-1418	6,785
2873	US and Protectorate	WELLINGTON GREEN MALL	WELLINGTON GREEN MALL	10300 W FOREST HILL BLVD	WELLINGTON	FL	33414-0000	2,600
2875	US and Protectorate	1 OREILLY ST	1 OREILLY ST		PRESIDIO	TX	79845-0000	3,000
2879	US and Protectorate	BROOKSIDE MARKETPLACE	BROOKSIDE MARKETPLACE	7314 W 191ST ST	TINLEY PARK	IL	60487-9361	4,178
2880	US and Protectorate	HIALEAH SPEEDWAY CENTER	HIALEAH SPEEDWAY CENTER	3665 W 18TH AVE	HIALEAH	FL	33012-0000	3,000
2886	US and Protectorate	HENRY TOWN CENTER	HENRY TOWN CENTER	1880 JENNINGS RD	MCDONOUGH	GA	30253-5960	2,800
2889	US and Protectorate	SAN TAN VILLAGE REGIONAL CENTER	SAN TAN VILLAGE REGIONAL CENTER	2180 E WILLIAMS FIELD RD	GILBERT	AZ	85295-0715	3,140
2899	US and Protectorate	GREENWAY CENTER	GREENWAY CENTER	7567 GREENBELT RD	GREENBELT	MD	20770-0000	3,253
2907	US and Protectorate	FOREST PLAZA	FOREST PLAZA	6059 E STATE ST	ROCKFORD	IL	61108-2512	3,603
2908	US and Protectorate	SOUTH GATE SC	SOUTH GATE SC	3848 TWEEDY BLVD	SOUTH GATE	CA	90280-6151	3,120
2912	US and Protectorate	MERCED MALL	MERCED MALL	590 MERCED MALL	MERCED	CA	95348-2413	3,245
2914	US and Protectorate	RIO GRANDE PREMIUM OUTLETS	RIO GRANDE PREMIUM OUTLETS	5001 EAST EXPRESWAY 83	MERCEDES	TX	78750-4575	3,533
2915	US and Protectorate	SIERRA CENTER	SIERRA CENTER	3060 BALDWIN PARK	BALDWIN PARK	CA	91706-4704	2,520
2917	US and Protectorate	RIVER WEST SHOPPING CENTER	RIVER WEST SHOPPING CENTER	320 E CAPITOL DRIVE	MILWAUKEE	WI	53212-1210	3,077
2924	US and Protectorate	LAYTON HILLS MALL	LAYTON HILLS MALL	1038 NORTH LAYTON HILLS	LAYTON	UT	84041-2103	3,670
2926	US and Protectorate	CANYON COUNTRY PLAZA	CANYON COUNTRY PLAZA	19194 SOLEDAD CANYON RD	CANYON COUNTRY	CA	91351-3364	4,375
2929	US and Protectorate	SHOWCASE AT INDIO	SHOWCASE AT INDIO	42225 JACKSON ST	INDIO	CA	92203-9304	5,400
2933	US and Protectorate	TUCSON MALL	TUCSON MALL	4500 N ORACLE RD	TUCSON	AZ	85705-8003	3,231
2940	US and Protectorate	6005 N FIGUEROA ST	6005 N FIGUEROA ST		LOS ANGELES	CA	90042-4231	4,500
2941	US and Protectorate	1481 N HOLLENBECK AVE	1481 N HOLLENBECK AVE		COVINA	CA	91722-1543	4,500
2944	US and Protectorate	11973 W WASHINGTON BLVD	11973 W WASHINGTON BLVD		LOS ANGELES	CA	90066-5825	4,000
2945	US and Protectorate	GRIFFITH CENTER	GRIFFITH CENTER	430 W RIDGE RD	GRIFFITH	IN	46319-1018	2,610
2953	US and Protectorate	DOWNERS PARK PLAZA SC	DOWNERS PARK PLAZA SC	7401A LEMONT RD	DOWNERS GROVE	IL	60516-3805	2,340
2954	US and Protectorate	GOSFORD VILLAGE	GOSFORD VILLAGE	5041 GOSFORD ROAD	BAKERSFIELD	CA	93313-5053	2,604
2955	US and Protectorate	LANCASTER COMMERCE CENTER	LANCASTER COMMERCE CENTER	1034 W AVENUE K	LANCASTER	CA	93534-5918	4,796
2959	US and Protectorate	2290 N IMPERIAL AVE	2290 N IMPERIAL AVE		EL CENTRO	CA	92243-1334	3,010
2968	US and Protectorate	PATRICK HENRY MALL	PATRICK HENRY MALL	12300 JEFFERSON AVE	NEWPORT NEWS	VA	23602-6900	2,879
2974	US and Protectorate	COLUMBIA MALL	COLUMBIA MALL	2300 BERNADETTE DR	COLUMBIA	MO	65203-0000	2,993
2976	US and Protectorate	SUGAR HOUSE CENTER	SUGAR HOUSE CENTER	111 W 87TH ST	CHICAGO	IL	60620-1304	5,570
2977	US and Protectorate	SANTA MARIA TOWN CENTER	SANTA MARIA TOWN CENTER	261 TOWN CTR E	SANTA MARIA	CA	93454-5130	3,000
2978	US and Protectorate	DUARTE SOUTH SHOPPING CENTER	DUARTE SOUTH SHOPPING CENTER	922 HAMILTON RD	DUARTE	CA	91010-0000	3,000
2981	US and Protectorate	AURORA COMMONS	AURORA COMMONS	1246 N LAKE ST	AURORA	IL	60506-2453	2,563
2988	US and Protectorate	PALO WOODS Kmart CENTER	PALO WOODS Kmart CENTER	962 SEPULVEDA BLVD	HARBOR CITY	CA	90710-1405	3,818
2991	US and Protectorate	VONS SC	VONS SC	2355 E VALLEY PKY	ESCONDIDO	CA	92027-2715	3,500
2998	US and Protectorate	INGRAM PARK MALL	INGRAM PARK MALL	6301 NW LOOP 410	SAN ANTONIO	TX	78238-3824	3,676
3002	US and Protectorate	DOVER MALL	DOVER MALL	1004 DOVER MALL	DOVER	DE	19901-2279	2,940
3003	US and Protectorate	BRENTWOOD PLAZA	BRENTWOOD PLAZA	8449 WINTON RD	CINCINNATI	OH	45231-0000	2,800
3006	US and Protectorate	FONDREN SOUTHWEST SC	FONDREN SOUTHWEST SC	11160 FONDREN RD	HOUSTON	TX	77096-5506	3,500
3008	US and Protectorate	CHICO MALL	CHICO MALL	1950 E 20TH ST	CHICO	CA	95928-6369	2,786
3009	US and Protectorate	POPLIN PLACE	POPLIN PLACE	2897 WEST HIGHWAY 74	MONROE	NC	28110-8434	2,800
3010	US and Protectorate	LEON VALLEY SC	LEON VALLEY SC	6963 BANDERA RD	LEON VALLEY	TX	78238-1361	3,260
3013	US and Protectorate	1601 E 72ND ST	1601 E 72ND ST		TACOMA	WA	98404-5402	3,044
3015	US and Protectorate	WESTGATE MALL	WESTGATE MALL	205 W BLACKSTONE RD SUITE 3	SPARTANBURG	SC	29301-3207	2,905
3018	US and Protectorate	ARCADIAN SHORES COMMONS	ARCADIAN SHORES COMMONS	10792 KINGS RD	MYRTLE BEACH	SC	29572-6073	4,333
3020	US and Protectorate	100 SW 143RD ST	100 SW 143RD ST		BURIEN	WA	98166-1530	3,044
3024	US and Protectorate	1705 W LASKEY RD	1705 W LASKEY RD		TOLEDO	OH	43613-3523	2,960
3025	US and Protectorate	183 MAIN STREET	183 MAIN STREET		PATERSON	NJ	07505-1201	4,019
3026	US and Protectorate	POUGHKEEPSIE GALLERIA	POUGHKEEPSIE GALLERIA	2001 SOUTH RD	POUGHKEEPSIE	NY	12601-0000	4,000
3029	US and Protectorate	RIVER VALLEY MALL	RIVER VALLEY MALL	1635 RIVER VALLEY CIR	LANCASTER	OH	43130-1465	2,697
3038	US and Protectorate	BRADLEY PARK CROSSING	BRADLEY PARK CROSSING	1591 BRADLEY PARK DRIVE	COLUMBUS	GA	31907-0000	2,800
3039	US and Protectorate	WEST BRANCH SHOPPING CENTER	WEST BRANCH SHOPPING CENTER	1745 MORRIS AVE	UNION	NJ	07083-3516	3,006
3040	US and Protectorate	VALLEY FAIR MALL	VALLEY FAIR MALL	3601 S 2700 W	WEST VALLEY CITY	UT	84119-3761	3,202
3041	US and Protectorate	507 W SAINT GEORGES AVE	507 W SAINT GEORGES AVE		LINDEN	NJ	07036-5643	3,240
3044	US and Protectorate	THE PARKS AT ARLINGTON	THE PARKS AT ARLINGTON	3811 S COOPER ST	ARLINGTON	TX	76015-4134	3,587
3047	US and Protectorate	PEORIA CROSSINGS	PEORIA CROSSINGS	9440 W NORTHERN	GLENDALE	AZ	85305-1104	4,042
3048	US and Protectorate	VILLAGE AT BACHMAN LAKE	VILLAGE AT BACHMAN LAKE	3701 W NORTHWEST HWY	DALLAS	TX	75220-4961	3,815
3050	US and Protectorate	SALMON RUN MALL	SALMON RUN MALL	21182 SALMON RUN MALL LOOP	WATERTOWN	NY	13601-2244	2,564
3055	US and Protectorate	HERITAGE MALL	HERITAGE MALL	1949 14TH AVE SE	ALBANY	OR	97321-8505	2,912
3056	US and Protectorate	BELLIS FAIR MALL	BELLIS FAIR MALL	1 BELLIS FAIR PKWY	BELLINGHAM	WA	98226-5590	3,422
3057	US and Protectorate	WHITELAND TOWNE CENTER	WHITELAND TOWNE CENTER	179 W LINCOLN HWY	EXTON	PA	19341-2684	2,800
3060	US and Protectorate	THE MARKET AT LAKE HOUSTON	THE MARKET AT LAKE HOUSTON	7405 FM 1960 EAST 202	ATASCOCITA	TX	77346-3128	2,803
3062	US and Protectorate	898 S GROWERS GROVE RD	898 S GROWERS GROVE RD		PAYSON	UT	84651-0004	2,800
3063	US and Protectorate	PARK AND SHOP SC	PARK AND SHOP SC	1679 WILLOW PASS RD	CONCORD	CA	94520-2611	4,700
3064	US and Protectorate	700 EASTGATE DRIVE SOUTH	700 EASTGATE DRIVE SOUTH		CINCINNATI	OH	45245-0000	6,000
3065	US and Protectorate	WEST RIDGE MALL	WEST RIDGE MALL	1801 SW WANAMAKER RD	TOPEKA	KS	66604-3804	2,566
3066	US and Protectorate	CORDOVA MALL	CORDOVA MALL	5100 N 9TH AVE	PENSACOLA	FL	32504-8739	2,192
3067	US and Protectorate	1 SANGERTOWN SQUARE MALL	1 SANGERTOWN SQUARE MALL	8555 SENECA TURNPIKE	NEW HARTFORD	NY	13413-1518	3,846
3072	US and Protectorate	GENESEE CROSSING	GENESEE CROSSING	G-3531 MILLER RD	FLINT	MI	48507-4687	2,729
3075	US and Protectorate	DEERBROOK MALL	DEERBROOK MALL	20131 HIGHWAY 59 N	HUMBLE	TX	77338-2313	3,282
3078	US and Protectorate	WASHINGTON CIRCLE	WASHINGTON CIRCLE	9009 SW HALL BLVD	TIGARD	OR	97223-4432	2,725
3082	US and Protectorate	CHAMPLAIN CENTRE NORTH	CHAMPLAIN CENTRE NORTH	60 SMITHFIELD BLVD	PLATTSBURGH	NY	12901-2110	3,300
3086	US and Protectorate	HUDSON VALLEY MALL	HUDSON VALLEY MALL	1300 ULSTER AVE	KINGSTON	NY	12401-1501	3,308
3089	US and Protectorate	QUEBEC SQUARE	QUEBEC SQUARE	7306 EAST 36TH AVENUE	DENVER	CO	80238-2471	2,875
3090	US and Protectorate	VANCOUVER PLAZA	VANCOUVER PLAZA	7809 B NE VANCOUVER PLAZA C	VANCOUVER	WA	98662-6624	3,330
3093	US and Protectorate	PACIFIC VIEW	PACIFIC VIEW	3301-1018 E MAIN ST	VENTURA	CA	93003-0927	3,273
3094	US and Protectorate	PINE CREEK SC	PINE CREEK SC	742 FREEMAN LN	GRASS VALLEY	CA	95949-9640	2,680
3095	US and Protectorate	FALLBROOK TOWN AND COUNTRY	FALLBROOK TOWN AND COUNTRY	1079 S MISSION RD	FALLBROOK	CA	92028-3221	2,904
3096	US and Protectorate	TREASURE COAST SQUARE	TREASURE COAST SQUARE	3354 NW FEDERAL HWY	JENSEN BEACH	FL	34957-4404	2,803
3097	US and Protectorate	BALDWIN HILLS CRENSHAW PLAZA	BALDWIN HILLS CRENSHAW PLAZA	3650 MARTIN LUTHER KING JR B	LOS ANGELES	CA	90008-1784	3,204
3105	US and Protectorate	BOISE TOWNE SQUARE	BOISE TOWNE SQUARE	350 N MILWAUKEE ST	BOISE	ID	83704-0100	3,030

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
3108	US and Protectorate	4830 WILSON AVE	4830 WILSON AVE	SUITE 620	WYOMING	MI	49418-3137	3,264
3109	US and Protectorate	LA PLAZA MALL	LA PLAZA MALL	2200 S 10TH ST	MCALLEN	TX	78503-5437	3,150
3110	US and Protectorate	SIERRA VISTA MALL	SIERRA VISTA MALL	1050 SHAW AVE	CLOVIS	CA	93612-3922	2,887
3114	US and Protectorate	PEACHTREE MALL	PEACHTREE MALL	3131 MANCHESTER EXPRESSW	COLUMBUS	GA	31909-6400	2,866
3117	US and Protectorate	JACKSONVILLE REGIONAL S/C	JACKSONVILLE REGIONAL S/C	3000 DUNN AVE	JACKSONVILLE	FL	32218-4598	3,000
3118	US and Protectorate	NORTHEAST MALL	NORTHEAST MALL	1101 MELBOURNE RD	HURST	TX	76053-6205	3,245
3121	US and Protectorate	54 S 4TH AVE	54 S 4TH AVE		MOUNT VERNON	NY	10550-3105	3,208
3122	US and Protectorate	NORTHPARK MALL	NORTHPARK MALL	320 W KIMBERLY RD	DAVENPORT	IA	52806-5995	2,595
3126	US and Protectorate	COLUMBIA MALL	COLUMBIA MALL	225 COLUMBIA MALL DR	BLOOMSBURG	PA	17815-8368	3,204
3127	US and Protectorate	OLIVER CREEK CROSSING	OLIVER CREEK CROSSING	6641 ATLANTA HWY	MONTGOMERY	AL	36117-4233	2,800
3138	US and Protectorate	SUSQUAHANNA VALLEY MALL	SUSQUAHANNA VALLEY MALL	1 SUSQUAHANNA VALLEY MALL	SELINGSGROVE	PA	17870-1245	3,843
3140	US and Protectorate	COLUMBIA CENTER	COLUMBIA CENTER	1321 N COLUMBIA CENTER BLVD	KENNEWICK	WA	99336-7180	2,554
3141	US and Protectorate	FACTORIA MALL	FACTORIA MALL	4025 SE FACTORIA MALL	BELLEVUE	WA	98006-0000	2,961
3142	US and Protectorate	PEMBROKE MALL	PEMBROKE MALL	4554 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23462-0000	2,900
3143	US and Protectorate	COSNER'S CORNER	COSNER'S CORNER	9837 JEFFERSON DAVIS HWY	FREDERICKSBURG	VA	22407-9422	3,118
3144	US and Protectorate	CRESTVIEW VILLAGE	CRESTVIEW VILLAGE	4742 MANZANITA AVE	CARMICHAEL	CA	95608-0823	3,000
3145	US and Protectorate	COUNTRY CLUB MALL	COUNTRY CLUB MALL	1262 VOCKE ROAD	CUMBERLAND	MD	21502-7822	9,375
3147	US and Protectorate	SOUTH HILL MALL	SOUTH HILL MALL	3500 S MERIDIAN ST	PUYALLUP	WA	98373-3722	2,868
3148	US and Protectorate	VONS YUCAIPA COMM. CENTER	VONS YUCAIPA COMM. CENTER	34324 YUCAIPA BLVD UNIT A	YUCAIPA	CA	92399-2410	2,925
3151	US and Protectorate	ROLLING OAKS MALL	ROLLING OAKS MALL	6909 N LOOP 1604 E	SAN ANTONIO	TX	78247-5303	3,177
3152	US and Protectorate	FIREWHEEL TOWN CENTER	FIREWHEEL TOWN CENTER	130 CEDAR SAGE DRIVE	GARLAND	TX	75040-0000	2,848
3153	US and Protectorate	SHOPPES AT GREENBUSH	SHOPPES AT GREENBUSH	600 N GREENBUSH RD	RENSSELAER	NY	12144-8412	2,579
3157	US and Protectorate	WHITE OAKS MALL	WHITE OAKS MALL	2501 WABASH AVE	SPRINGFIELD	IL	62704-4205	3,568
3160	US and Protectorate	MAXWELL VILLAGE S/C	MAXWELL VILLAGE S/C	19191 SONOMA HWY	SONOMA	CA	95476-5449	3,092
3171	US and Protectorate	FRESNO FASHION FAIR	FRESNO FASHION FAIR	713 E SHAW AVE	FRESNO	CA	93710-7703	3,864
3172	US and Protectorate	800 S EL PASO ST	800 S EL PASO ST		EL PASO	TX	79901-3245	5,165
3179	US and Protectorate	VERMONT SLAUSON SHOPPING CENTE	VERMONT SLAUSON SHOPPING CENTE	5844 S VERMONT AVE	LOS ANGELES	CA	90044-3712	3,500
3180	US and Protectorate	TRINITY POINT SC	TRINITY POINT SC	54 TRINITY POINT DRIVE	WASHINGTON	PA	15301-2974	2,600
3181	US and Protectorate	COLONIAL PARK MALL	COLONIAL PARK MALL	4600 JONESTOWN ROAD	HARRISBURG	PA	17109-6214	3,864
3182	US and Protectorate	BRANHAVEN PLAZA	BRANHAVEN PLAZA	1075 W MAIN ST	BRANFORD	CT	06405-3430	3,750
3185	US and Protectorate	NORTH HANOVER MALL	NORTH HANOVER MALL	1155 CARLISLE STREET	HANOVER	PA	17331-1200	4,853
3186	US and Protectorate	ACADIANA MALL	ACADIANA MALL	5725 JOHNSTON ST	LAFAYETTE	LA	70503-5307	4,542
3189	US and Protectorate	WILLOWBROOK MALL	WILLOWBROOK MALL	7925 FM 1960 RD W	HOUSTON	TX	77070-5723	3,484
3190	US and Protectorate	1749 N MILITARY TRL	1749 N MILITARY TRL		WEST PALM BEACH	FL	33409-4769	3,945
3191	US and Protectorate	MANOA SHOPPING CENTER	MANOA SHOPPING CENTER	1331 W CHESTER PIKE	HAVERTOWN	PA	19083-2925	2,788
3195	US and Protectorate	SEARSTOWN S/C	SEARSTOWN S/C	3304 N ROOSEVELT BLVD	KEY WEST	FL	33040-4115	3,000
3196	US and Protectorate	WOODLAND HILLS MALL	WOODLAND HILLS MALL	7021 S MEMORIAL DR	TULSA	OK	74133-2049	2,985
3206	US and Protectorate	NORTHWEST MARKET PLACE	NORTHWEST MARKET PLACE	13754 NORTHWEST FREEWAY	HOUSTON	TX	77040-5202	3,220
3209	US and Protectorate	LAKECREST VILLAGE CENTER	LAKECREST VILLAGE CENTER	994 FLORIN RD	SACRAMENTO	CA	95831-3515	3,200
3212	US and Protectorate	TUCSON PLACE S/C	TUCSON PLACE S/C	485 E WETMORE RD STE 101	TUCSON	AZ	85705-1714	3,010
3213	US and Protectorate	630 MAIN AVENUE	630 MAIN AVENUE		PASSAIC	NJ	07055-4916	3,835
3215	US and Protectorate	SOUTHLAND CENTER	SOUTHLAND CENTER	23000 EUREKA RD	TAYLOR	MI	48180-6039	3,561
3216	US and Protectorate	WESTFIELD ANNAPOLIS	WESTFIELD ANNAPOLIS	1630 ANNAPOLIS MALL	ANNAPOLIS	MD	21401-3040	3,000
3220	US and Protectorate	IVERSON MALL	IVERSON MALL	3863 BRANCH AVE SUITE A	TEMPLE HILLS	MD	20748-1403	3,000
3221	US and Protectorate	NEW TOWNE MALL	NEW TOWNE MALL	400 MILL AVE SE	NEW PHILADELPHIA	OH	44663-0000	3,008
3223	US and Protectorate	CROSSCREEK PLAZA	CROSSCREEK PLAZA	1800 SKIBO RD STE 128	FAYETTEVILLE	NC	28633-3280	4,000
3225	US and Protectorate	WESTGATE SC	WESTGATE SC	1607 W HENDERSON ST	CLEBURNE	TX	76033-3488	2,400
3226	US and Protectorate	FERN PARK SC	FERN PARK SC	159 E SEMORAN BLVD	FERN PARK	FL	32730-2101	3,750
3228	US and Protectorate	TOWNGATE COMMUNITY CENTER	TOWNGATE COMMUNITY CENTER	12625-B9 FREDERICK ST	MORENO VALLEY	CA	92553-5232	2,885
3229	US and Protectorate	GOLDEN TRIANGLE MALL	GOLDEN TRIANGLE MALL	2201 I 35 EAST	DENTON	TX	76205-8191	2,626
3230	US and Protectorate	1908 E 1ST ST	1908 E 1ST ST		PORT ANGELES	WA	98362-4900	3,061
3233	US and Protectorate	ARNOT MALL	ARNOT MALL	3300 CHAMBERS RD SUITE M4	HORSEHEADS	NY	14845-5210	3,270
3239	US and Protectorate	RIVER MARKETPLACE	RIVER MARKETPLACE	4401 AMBASSADOR CAFFERY	LAFAYETTE	LA	70508-6705	3,360
3241	US and Protectorate	TIPPECANOE MALL	TIPPECANOE MALL	2415 SAGOMORE PKWY SOUTH	LAFAYETTE	IN	47905-5124	3,329
3242	US and Protectorate	HARRISONBURG CROSSING	HARRISONBURG CROSSING	151 BURGESS RD	HARRISONBURG	VA	22801-0000	2,800
3247	US and Protectorate	SECURITY SQUARE	SECURITY SQUARE	6901 SECURITY BLVD	BALTIMORE	MD	21244-2412	3,469
3249	US and Protectorate	CITY PLACE	CITY PLACE	201 E 5TH STREET	LONG BEACH	CA	90802-2484	3,000
3251	US and Protectorate	BLOOMFIELD PLAZA	BLOOMFIELD PLAZA	135 BLOOMFIELD AVE SPACE 3	BLOOMFIELD	NJ	07003-5902	4,400
3252	US and Protectorate	THORNCREEK CROSSING	THORNCREEK CROSSING	901 E 120TH	THORNTON	CO	80233-5717	2,920
3255	US and Protectorate	7645 N MACARTHUR BLVD	7645 N MACARTHUR BLVD	SUITE 120	IRVING	TX	75063-7513	2,300
3258	US and Protectorate	MILLCREEK MALL	MILLCREEK MALL	404 MILLCREEK MALL	ERIE	PA	16565-0401	3,055
3260	US and Protectorate	THE FLORIDA MALL	THE FLORIDA MALL	8001 S ORANGE BLOSSOM TRAIL	ORLANDO	FL	32809-7668	3,023
3263	US and Protectorate	WALDEN GALLERIA	WALDEN GALLERIA	C202 WALDEN GALLERIA	CHEEKTOWAGA	NY	14225-5410	4,110
3266	US and Protectorate	NORTH OAKS SC	NORTH OAKS SC	4603 FM 1960 RD W	HOUSTON	TX	77069-4603	3,400
3272	US and Protectorate	KING CITY SHOPPING CENTER	KING CITY SHOPPING CENTER	510 CANAL ST	KING CITY	CA	93930-3443	2,750
3278	US and Protectorate	LARGO MALL	LARGO MALL	10500 ULMERTON RD	LARGO	FL	33771-3544	3,100
3281	US and Protectorate	PARK CITY CENTER	PARK CITY CENTER	840 PARK CITY CENTER	LANCASTER	PA	17601-2720	2,817
3284	US and Protectorate	METRO POINTE CENTER	METRO POINTE CENTER	2210 S KIRKMAN	ORLANDO	FL	32811-7604	2,944
3286	US and Protectorate	MERCADO PLAZA	MERCADO PLAZA	EL MERCADO PLAZA 33 PR 152	NARANJITO	PR	00719-0000	2,545
3296	US and Protectorate	EL PASEO MARKETPLACE	EL PASEO MARKETPLACE	1886 JOE BATTLE BLVD	EL PASO	TX	79936-0000	3,300
3300	US and Protectorate	BROADWAY PLAZA	BROADWAY PLAZA	1133 W BERYWN AVE	CHICAGO	IL	60640-2301	2,609
3308	US and Protectorate	HILLCROFT VILLAGE S/C	HILLCROFT VILLAGE S/C	6700 HILLCROFT ST	HOUSTON	TX	77081-4804	2,935
3310	US and Protectorate	PARKWAY PLAZA MALL	PARKWAY PLAZA MALL	533 PARKWAY PLAZA	EL CAJON	CA	92020-2532	3,024
3315	US and Protectorate	GROSSMONT CENTER	GROSSMONT CENTER	5500 GROSSMONT CENTER DR	LA MESA	CA	91942-3016	4,012
3316	US and Protectorate	PORT CHARLOTTE TOWN CENTER	PORT CHARLOTTE TOWN CENTER	1441 TAMMINTI TRAIL	PORT CHARLOTTE	FL	33948-1001	2,975
3326	US and Protectorate	212 FERRY ST	212 FERRY ST		NEWARK	NJ	07105-2773	3,006
3328	US and Protectorate	THE OAKS MALL	THE OAKS MALL	6477 W NEWBERRY RD	GAINESVILLE	FL	32605-4338	3,871
3332	US and Protectorate	COLONIE CENTER	COLONIE CENTER	131 COLONIE CTR	ALBANY	NY	12205-2751	4,369
3333	US and Protectorate	LAKEWOOD SC	LAKEWOOD SC	5471 W ATLANTIC BOULEVARD	MARGATE	FL	33063-5210	2,880
3335	US and Protectorate	SAN LUIS OBISPO PROMENADE	SAN LUIS OBISPO PROMENADE	487 MADONNA RD	SAN LUIS OBISPO	CA	93405-6543	2,799
3336	US and Protectorate	294 CHICAGO DR	294 CHICAGO DR		JENISON	MI	49428-9354	3,010
3338	US and Protectorate	YUBA SUTTER MALL	YUBA SUTTER MALL	1201J COLUSA AVE	YUBA CITY	CA	95991-3657	2,916
3344	US and Protectorate	NORTH STAR MALL	NORTH STAR MALL	7400 SAN PEDRO	SAN ANTONIO	TX	78216-8319	2,684
3345	US and Protectorate	NORTH RIDGE SHOPPING CENTER	NORTH RIDGE SHOPPING CENTER	7796 E 37TH AVE	HOBART	IN	46342-2467	3,000
3348	US and Protectorate	THE YARDS PLAZA	THE YARDS PLAZA	4610 S DAMEN AVE	CHICAGO	IL	60609-4043	3,100
3350	US and Protectorate	MALL AT TURTLE CREEK	MALL AT TURTLE CREEK	3000 HIGHLAND AVE	JONESBORO	AR	72401-6321	3,146
3355	US and Protectorate	BOWERS CORNERS	BOWERS CORNERS	2801 EL CAMINO REAL	SANTA CLARA	CA	95051-2901	2,800
3362	US and Protectorate	YORK GALLERIA	YORK GALLERIA	2899 WHITEFORD RD	YORK	PA	17402-8976	3,305
3368	US and Protectorate	CITY LINE SHOPPING CTR	CITY LINE SHOPPING CTR	7628 CITY LINE AVE	PHILADELPHIA	PA	19151-2007	2,400
3370	US and Protectorate	TOWN EAST MALL	TOWN EAST MALL	1072 TOWN EAST MALL	MESQUITE	TX	75150-4116	4,186
3373	US and Protectorate	NORTHTOWNE PLAZA	NORTHTOWNE PLAZA	2842 DEKALB PIKE	NORRISTOWN	PA	19401-1823	3,750
3381	US and Protectorate	CORAL SQUARE MALL	CORAL SQUARE MALL	961A WEST ATLANTIC BLVD	CORAL SPRINGS	FL	33071-6945	3,896
3383	US and Protectorate	740 W TELEGRAPH RD	740 W TELEGRAPH RD	SUITE 5	WASHINGTON	UT	84780-0000	3,000
3386	US and Protectorate	MID-VALLEY MALL	MID-VALLEY MALL	2010 YAKIMA VALLEY HWY	SUNNYSIDE	WA	98944-1288	4,632

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
3387	US and Protectorate	PARK PINENEY SHOPPING CENTER	PARK PINENEY SHOPPING CENTER	4431 S WHITE MOUNTAIN RD	SHOW LOW	AZ	85901-7776	2,658
3389	US and Protectorate	VALLE DEL SOL SC	VALLE DEL SOL SC	1625 RIO BRAVO BLVD SW	ALBUQUERQUE	NM	87105-6057	3,202
3392	US and Protectorate	639 N MAIN	639 N MAIN	PO BOX 13812	SAN LUIS	AZ	85349-2449	5,665
3393	US and Protectorate	EMERALD SQUARE MALL	EMERALD SQUARE MALL	300 EMERALD SQUARE	NORTH ATTLEBORO	MA	02760-3645	2,770
3397	US and Protectorate	INDIAN MOUND MALL	INDIAN MOUND MALL	771 S 30TH ST SPACE #521	HEATH	OH	43056-4204	2,604
3398	US and Protectorate	BIRCHWOOD MALL	BIRCHWOOD MALL	4350 24TH AVE STE 116	FORT GRATIOT	MI	48059-3851	3,248
3401	US and Protectorate	GREENS CROSSROADS	GREENS CROSSROADS	349 W GREENS RD	HOUSTON	TX	77067-4501	2,804
3411	US and Protectorate	CROSSROADS CENTER	CROSSROADS CENTER	4101 W DIVISION ST	SAINT CLOUD	MN	56301-6600	2,755
3412	US and Protectorate	LA HABRA WESTRIDGE PLAZA	LA HABRA WESTRIDGE PLAZA	1326 SOUTH BEACH BLVD	LA HABRA	CA	90631-6374	3,080
3413	US and Protectorate	CASTLETON SQUARE	CASTLETON SQUARE	6020 E 82ND ST	INDIANAPOLIS	IN	46250-4746	2,616
3415	US and Protectorate	MOORE PLAZA	MOORE PLAZA	5425 S PADRE ISLAND DR	CORPUS CHRISTI	TX	78411-5301	3,031
3416	US and Protectorate	ASHLAND TOWN CENTER	ASHLAND TOWN CENTER	500 WINCHESTER AVE STE 660	ASHLAND	KY	41101-7368	2,721
3419	US and Protectorate	GOLF MILL SHOPPING CENTER	GOLF MILL SHOPPING CENTER	325 GOLF MILL CENTER	NILES	IL	60714-0000	2,699
3420	US and Protectorate	SOUTHRIDGE MALL	SOUTHRIDGE MALL	530 S 76TH ST	GREENDALE	WI	53129-1122	3,842
3423	US and Protectorate	LAKE ELSINORE CITY CENTER	LAKE ELSINORE CITY CENTER	31660 GRAPE ST	LAKE ELSINORE	CA	92532-9703	3,003
3424	US and Protectorate	THE AVENUES MALL	THE AVENUES MALL	10300 SOUTHSIDE BLVD	JACKSONVILLE	FL	32256-0770	3,079
3426	US and Protectorate	ENFIELD SQUARE	ENFIELD SQUARE	90 ELM ST	ENFIELD	CT	06082-3770	2,854
3429	US and Protectorate	FALCON RIDGE TOWN CENTER	FALCON RIDGE TOWN CENTER	15268 SUMMIT AVE	FONTANA	CA	92336-5489	3,000
3431	US and Protectorate	FREEHOLD RACEWAY MALL	FREEHOLD RACEWAY MALL	3710 US HWY 9	FREEHOLD	NJ	07728-4801	2,986
3432	US and Protectorate	2155 86TH ST	2155 86TH ST		BROOKLYN	NY	11214-3205	3,300
3433	US and Protectorate	ST CHARLES TOWNE CENTER	ST CHARLES TOWNE CENTER	11110 MALL CIRCLE SUITE 2003	WALDORF	MD	20603-4803	3,981
3435	US and Protectorate	COTTONWOOD PLAZA	COTTONWOOD PLAZA	1100 S STATE ROUTE 260	COTTONWOOD	AZ	86326-4640	3,120
3436	US and Protectorate	FOX RUN SHOPPING CENTER	FOX RUN SHOPPING CENTER	829 SOLOMONS ISLAND ROAD	PRINCE FREDERICK	MD	20678-3912	3,000
3440	US and Protectorate	THE SHOPPES AT BUCKLAND HILLS	THE SHOPPES AT BUCKLAND HILLS	194 BUCKLAND HILLS DR	MANCHESTER	CT	06042-8751	2,823
3441	US and Protectorate	730 MARKET ST	730 MARKET ST		FARMINGTON	MO	63640-1951	3,060
3443	US and Protectorate	HUNTINGTON COMMONS	HUNTINGTON COMMONS	823 NE YORK AVENUE	HUNTINGTON	NY	11743-4412	3,064
3444	US and Protectorate	THE MARKET PLACE	THE MARKET PLACE	13234 JAMBOREE RD	IRVINE	CA	92602-0000	2,252
3447	US and Protectorate	SOMERS POINT SC	SOMERS POINT SC	276 NEW ROAD	SOMERS POINT	NJ	08244-2177	3,000
3457	US and Protectorate	PIEDMONT MALL	PIEDMONT MALL	325 PIEDMONT DR	DANVILLE	VA	24540-4028	2,517
3459	US and Protectorate	BERRY HILL S/C	BERRY HILL S/C	19017 S BEAVERCREEK RD	OREGON CITY	OR	97045-9537	3,300
3461	US and Protectorate	3012 11TH ST	3012 11TH ST		HUNTSVILLE	TX	77340-3518	3,060
3462	US and Protectorate	SUPERSTITION SPRINGS	SUPERSTITION SPRINGS	6555 E SOUTHERN AVE	MESA	AZ	85206-3718	3,521
3463	US and Protectorate	DESTINY USA	DESTINY USA	9538 CAROUSEL CTR	SYRACUSE	NY	13290-9501	3,126
3465	US and Protectorate	STRATFORD SQUARE	STRATFORD SQUARE	411 BARNUM AVENUE CUTOFF	STRATFORD	CT	06614-5100	2,563
3466	US and Protectorate	BIRD 107 PLAZA	BIRD 107 PLAZA	10615 SW 40TH ST	MIAMI	FL	33165-3612	2,840
3467	US and Protectorate	WATERS AVENUE SC	WATERS AVENUE SC	7021 W WATERS AVE	TAMPA	FL	33634-2203	3,000
3471	US and Protectorate	NORTHWOODS MALL	NORTHWOODS MALL	2150 NORTHWOODS BLVD	CHARLESTON	SC	29406-0000	2,800
3473	US and Protectorate	IMPERIAL MALL S/C	IMPERIAL MALL S/C	3595 S FLORIDA AVE	LAKELAND	FL	33803-4860	3,000
3474	US and Protectorate	ROSLINDALE SHOPPING CENTER	ROSLINDALE SHOPPING CENTER	960 AMERICAN LEGION HIGHWA	ROSLINDALE	MA	02131-4701	5,250
3480	US and Protectorate	MILFORD PLAZA	MILFORD PLAZA	91 MEDWAY RD	MILFORD	MA	01757-2915	2,520
3481	US and Protectorate	TWIN CITY PLAZA	TWIN CITY PLAZA	865 MERRIAM AVE	LEOMINSTER	MA	01453-1230	4,275
3487	US and Protectorate	MALL ST MATTHEWS	MALL ST MATTHEWS	5000 SHELBYVILLE RD	LOUISVILLE	KY	40207-0000	2,968
3488	US and Protectorate	CROSS KEYS COMMONS	CROSS KEYS COMMONS	3501 ROUTE 42	TURNERSVILLE	NJ	08012-1755	3,000
3489	US and Protectorate	LINCOLNWOOD TOWN CENTER	LINCOLNWOOD TOWN CENTER	3333 W TOUTHY AVE	LINCOLNWOOD	IL	60712-2721	2,753
3491	US and Protectorate	OXFORD VALLEY MALL	OXFORD VALLEY MALL	2300 E LINCOLN HWY	LANGHORNE	PA	19047-1824	3,568
3492	US and Protectorate	WESTLAND SHOPPING CENTER	WESTLAND SHOPPING CENTER	35000 WARREN RD	WESTLAND	MI	48185-6223	3,960
3493	US and Protectorate	COLUMBIA MALL	COLUMBIA MALL	2800 S COLUMBIA RD #A-4	GRAND FORKS	ND	58201-6076	2,579
3497	US and Protectorate	MARKET SQUARE	MARKET SQUARE	700 SLEATER KINNEY RD SE	LACEY	WA	98503-1150	3,913
3498	US and Protectorate	HARRISBURG MALL	HARRISBURG MALL	3421 HARRISBURG MALL	HARRISBURG	PA	17111-1208	3,180
3499	US and Protectorate	WESTFIELD MERIDEN	WESTFIELD MERIDEN	470 LEWIS AVENUE	MERIDEN	CT	06451-0000	3,352
3500	US and Protectorate	MONTGOMERY MALL	MONTGOMERY MALL	804 BETHLEHEM PIKE	NORTH WALES	PA	19454-3910	6,871
3501	US and Protectorate	WEST VOLUSIA TOWNE CENTRE	WEST VOLUSIA TOWNE CENTRE	985 HARLEY STRICTLAND BLVD	ORANGE CITY	FL	32763-0000	2,950
3502	US and Protectorate	1158 E ELIZABETH ST	1158 E ELIZABETH ST		BROWNSVILLE	TX	78520-5024	5,432
3506	US and Protectorate	LLOYD CENTER	LLOYD CENTER	978 LLOYD CTR	PORTLAND	OR	97232-1263	3,029
3509	US and Protectorate	2916 GRANT LINE RD	2916 GRANT LINE RD		NEW ALBANY	IN	47150-0000	2,800
3513	US and Protectorate	FAIRLANE GREEN SHOPPING CENTER	FAIRLANE GREEN SHOPPING CENTER	3280 FAIRLANE DR	ALLEN PARK	MI	48101-2871	3,600
3515	US and Protectorate	CONESTOGA MALL	CONESTOGA MALL	3404 W 13TH ST SPACE A-9	GRAND ISLAND	NE	68803-2389	3,460
3525	US and Protectorate	THE PAVILION AT PORT ORANGE	THE PAVILION AT PORT ORANGE	5521 S WILLIAMSON BLVD	PORT ORANGE	FL	32128-0000	2,916
3529	US and Protectorate	78 BROOKSIDE AVENUE	78 BROOKSIDE AVENUE	SPACE 7	CHESTER	NY	10918-1429	3,000
3530	US and Protectorate	TACOMA MALL	TACOMA MALL	4502 S STEELE ST	TACOMA	WA	98409-7247	3,276
3534	US and Protectorate	2863 N LAKE BLVD	2863 N LAKE BLVD	SUITE 1	LAKE PARK	FL	33403-1959	3,330
3538	US and Protectorate	1101 3RD ST SW	1101 3RD ST SW		WINTER HAVEN	FL	33880-3910	3,000
3539	US and Protectorate	1519 NW LOUISIANA AVE	1519 NW LOUISIANA AVE		CHEHALIS	WA	98532-1748	2,600
3542	US and Protectorate	TARGET CENTER	TARGET CENTER	6423 VINELAND AVE # 27	NORTH HOLLYWOOD	CA	91606-2712	3,465
3544	US and Protectorate	13 N STATE ST	13 N STATE ST		CHICAGO	IL	60602-3200	3,283
3547	US and Protectorate	OLDEN PLAZA	OLDEN PLAZA	1632 N OLDEN AVE	TRENTON	NJ	08638-3211	3,894
3549	US and Protectorate	111 SALE BARN RD	111 SALE BARN RD	SUITE 9	STORM LAKE	IA	50588-0000	2,850
3554	US and Protectorate	WILTON MALL	WILTON MALL	3065 ROUTE 50	SARATOGA SPRINGS	NY	12866-2980	3,850
3555	US and Protectorate	SALISBURY MALL	SALISBURY MALL	2300 N SALISBURY BLVD	SALISBURY	MD	21801-7810	2,999
3561	US and Protectorate	WEST VOLUSIA SHOPPING CENTER	WEST VOLUSIA SHOPPING CENTER	2621 S WOODLAND BLVD	DELAND	FL	32720-8667	2,818
3562	US and Protectorate	TOWN EAST MALL OUTPARCEL	TOWN EAST MALL OUTPARCEL	1638 N TOWN EAST BLVD	MESQUITE	TX	75150-5738	3,346
3564	US and Protectorate	LEAGUE CITY MARKETPLACE	LEAGUE CITY MARKETPLACE	2950A GULF FWY SOUTH	LEAGUE CITY	TX	77573-6751	2,800
3566	US and Protectorate	BLOOMINGDALE COURT	BLOOMINGDALE COURT	320 W ARMY TRAIL RD STE 100	BLOOMINGDALE	IL	60108-5614	3,000
3567	US and Protectorate	NORTHPOINTE PLAZA	NORTHPOINTE PLAZA	9762 N NEWPORT HWY	SPOKANE	WA	99218-1249	2,992
3569	US and Protectorate	21 GRAHAM AVE	21 GRAHAM AVE		BROOKLYN	NY	11206-4008	4,000
3577	US and Protectorate	COLORADO MILLS	COLORADO MILLS	14500 W COLFAX AVE	LAKEWOOD	CO	80401-3221	2,979
3578	US and Protectorate	CHESTERFIELD TOWNE CENTER	CHESTERFIELD TOWNE CENTER	11500 MIDLOTHIAN TPKE	RICHMOND	VA	23235-4768	2,998
3579	US and Protectorate	STONE CREEK TOWNE CENTER	STONE CREEK TOWNE CENTER	3657 STONE CREEK BLVD	CINCINNATI	OH	45251-0000	3,000
3586	US and Protectorate	RED BUD CENTER	RED BUD CENTER	2409 W KENOSHA	BROKEN ARROW	OK	74012-8964	2,800
3587	US and Protectorate	RIVER CITY SHOPPING CENTER	RIVER CITY SHOPPING CENTER	104 RIVER ST	WALTHAM	MA	02453-8306	2,800
3588	US and Protectorate	819 U.S. 491	819 U.S. 491		GALLUP	NM	87301-5389	3,062
3589	US and Protectorate	GOVERNERS PLAZA SHOPPING CENTE	GOVERNERS PLAZA SHOPPING CENTE	9110 UNION CEMETERY RD	CINCINNATI	OH	45249-2006	2,800
3601	US and Protectorate	208 W 125TH ST	208 W 125TH ST		NEW YORK	NY	10027-4410	3,700
3605	US and Protectorate	1628 DEL PRADO BLVD S	1628 DEL PRADO BLVD S		CAPE CORAL	FL	33990-3743	3,062
3607	US and Protectorate	N96W18453 COUNTY LINE RD	N96W18453 COUNTY LINE RD		MENOMONEE FALLS	WI	53051-7101	3,000
3609	US and Protectorate	DELRAY TOWN CENTER	DELRAY TOWN CENTER	4801 LINTON BLVD	DELRAY BEACH	FL	33445-6503	2,800
3617	US and Protectorate	NORTHWEST ARKANSAS MALL	NORTHWEST ARKANSAS MALL	4201 N SHILOH DR	FAYETTEVILLE	AR	72703-5197	2,832
3618	US and Protectorate	NORTHWOOD SC	NORTHWOOD SC	1227 BRUCE B DOWNS BLVD	WESLEY CHAPEL	FL	33543-0000	2,800
3620	US and Protectorate	WESTBROOK SHOPPING CENTER	WESTBROOK SHOPPING CENTER	2140 E MORELAND BLVD	WAUKESHA	WI	53186-4021	3,280
3623	US and Protectorate	MONROEVILLE MALL	MONROEVILLE MALL	104 MONROEVILLE MALL RD	MONROEVILLE	PA	15146-2224	2,800
3627	US and Protectorate	379 KNICKERBOCKER AVE	379 KNICKERBOCKER AVE		BROOKLYN	NY	11237-3701	5,000
3629	US and Protectorate	CAPITOLA MALL	CAPITOLA MALL	1855 41ST AVE	CAPITOLA	CA	95010-2511	2,943
3631	US and Protectorate	BRICK COMMONS	BRICK COMMONS	660 ROUTE 70 SUITE 4	BRICK	NJ	08723-4026	6,591
3634	US and Protectorate	SOUTHPARK MALL	SOUTHPARK MALL	4500 16TH ST	MOLINE	IL	61265-7069	2,935

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
3635	US and Protectorate	WESTFIELD COUNTRYSIDE	WESTFIELD COUNTRYSIDE	27001 US HWY NORTH SUITE # 2	CLEARWATER	FL	33761-3406	2,800
3637	US and Protectorate	209 E FORDHAM RD	209 E FORDHAM RD		BRONX	NY	10458-5014	8,163
3638	US and Protectorate	VILLAGE CROSSING	VILLAGE CROSSING	5553 TOUHY AVE	SKOKIE	IL	60077-3235	3,073
3640	US and Protectorate	CIELO VISTA MALL	CIELO VISTA MALL	8401 GATEWAY BLVD W	EL PASO	TX	79925-5668	4,712
3641	US and Protectorate	PHILADELPHIA MILLS MALL	PHILADELPHIA MILLS MALL	1289 FRANKLIN MILL CIRCLE	PHILADELPHIA	PA	19154-3129	3,108
3642	US and Protectorate	16211 JAMAICA AVE	16211 JAMAICA AVE		JAMAICA	NY	11432-4909	6,740
3645	US and Protectorate	TRENTON CROSSING/NORTH MCALLEN	TRENTON CROSSING/NORTH MCALLEN	7400 N 10TH ST	MCALLEN	TX	78504-7700	2,800
3646	US and Protectorate	2184 WHITE PLAINS RD	2184 WHITE PLAINS RD		BRONX	NY	10462-0000	3,705
3650	US and Protectorate	PALM VALLEY PAVILLIONS	PALM VALLEY PAVILLIONS	1428 N LITCHFIELD RD	GOODYEAR	AZ	85395-0000	2,843
3652	US and Protectorate	1552-54 WESTCHESTER AVE	1552-54 WESTCHESTER AVE		BRONX	NY	10472-2919	4,700
3655	US and Protectorate	FLAGLER PARK PLAZA	FLAGLER PARK PLAZA	8297 W FLAGLER ST	MIAMI	FL	33144-2070	5,000
3656	US and Protectorate	PASEO DEL NORTE SC	PASEO DEL NORTE SC	9301 COORS BLVD NW	ALBUQUERQUE	NM	87114-4005	3,400
3658	US and Protectorate	STARKVILLE CROSSING	STARKVILLE CROSSING	812 HIGHWAY 12	STARKVILLE	MS	39759-3580	3,010
3660	US and Protectorate	HANOVER SQUARE	HANOVER SQUARE	7378 BELL CREEK RD	MECHANICSVILLE	VA	23111-3545	3,551
3663	US and Protectorate	REGENCY COMMONS SC	REGENCY COMMONS SC	651 COMMERCE CENTER DR	JACKSONVILLE	FL	32225-7210	3,200
3665	US and Protectorate	CAMBRIDGESIDE GALLERIA	CAMBRIDGESIDE GALLERIA	100 CAMBRIDGESIDE PLACE	CAMBRIDGE	MA	02141-2218	2,875
3667	US and Protectorate	1231 FULTON ST	1231 FULTON ST		BROOKLYN	NY	11216-2004	3,600
3670	US and Protectorate	12460 BISCAYNE BLVD # 90	12460 BISCAYNE BLVD # 90		MIAMI	FL	33181-2521	3,188
3672	US and Protectorate	AUBURN MALL	AUBURN MALL	1627 OPELIKA RD	AUBURN	AL	36830-2871	2,500
3674	US and Protectorate	WESTGATE SHOPPING CENTER	WESTGATE SHOPPING CENTER	400 LOWELL AVE SUITE 4	HAVERRILL	MA	01832-3661	2,852
3675	US and Protectorate	NORTH RIVERSIDE PARK MALL	NORTH RIVERSIDE PARK MALL	7501 W CERMAK RD	NORTH RIVERSIDE	IL	60546-1461	3,677
3676	US and Protectorate	PARADISE VALLEY MALL	PARADISE VALLEY MALL	4550 E CACTUS RD	PHOENIX	AZ	85032-7728	3,340
3678	US and Protectorate	ITC CROSSING	ITC CROSSING	30 INTERNATIONAL DRIVE	FLANDERS	NJ	07836-4107	2,600
3681	US and Protectorate	RIMROCK MALL	RIMROCK MALL	300 S 24TH ST W	BILLINGS	MT	59102-5650	2,785
3687	US and Protectorate	2840 HWY 95	2840 HWY 95	SUITE 410	BULLHEAD CITY	AZ	86442-0000	3,000
3688	US and Protectorate	ERIE MARKET PLACE	ERIE MARKET PLACE	6714 PEACH ST	ERIE	PA	16509-7712	3,200
3689	US and Protectorate	UNION PLAZA SHOPPING CENTER	UNION PLAZA SHOPPING CENTER	2401 RT 22	UNION	NJ	07083-8514	4,996
3690	US and Protectorate	TORRINGTON DOWNTOWN SC	TORRINGTON DOWNTOWN SC	47 S MAIN ST # 48	TORRINGTON	CT	06790-6430	2,760
3692	US and Protectorate	SOUTHPORT CENTRE	SOUTHPORT CENTRE	15050 CEDAR AVE SOUTH	APPLE VALLEY	MN	55124-7045	3,500
3693	US and Protectorate	OMACHE SHOPPING CENTER	OMACHE SHOPPING CENTER	606 OMACHE DRIVE # F	OMAK	WA	98841-9692	2,880
3697	US and Protectorate	SERRAMONTE CENTER	SERRAMONTE CENTER	127 F SERRAMONTE CENTER SF	DALY CITY	CA	94015-2349	3,110
3698	US and Protectorate	MERRITT SQUARE MALL	MERRITT SQUARE MALL	777 E MERRITT ISLAND CSWY	MERRITT ISLAND	FL	32952-3588	3,904
3700	US and Protectorate	NORTHWOOD PLAZA	NORTHWOOD PLAZA	6103 STELLHORN RD	FORT WAYNE	IN	46815-5357	3,000
3702	US and Protectorate	MONTGOMERY VILLAGE CROSSING	MONTGOMERY VILLAGE CROSSING	9659 LOST KNIFE RD	GAITHERSBURG	MD	20877-2620	3,690
3710	US and Protectorate	WESTFIELD SUNRISE	WESTFIELD SUNRISE	2170 SUNRISE MALL	MASSAPEQUA	NY	11758-4327	3,362
3711	US and Protectorate	PALO VERDE VILLAGE SC	PALO VERDE VILLAGE SC	2850 S PACIFIC AVE	YUMA	AZ	85365-3513	3,114
3713	US and Protectorate	CENTRAL VALLEY PLAZA	CENTRAL VALLEY PLAZA	2225 PLAZA PKY STE K1	MODESTO	CA	95350-6220	3,040
3714	US and Protectorate	GREAT NORTHEAST PLAZA	GREAT NORTHEAST PLAZA	7300 BUSTLETON AVE	PHILADELPHIA	PA	19152-4311	2,850
3715	US and Protectorate	WESTOVER PLACE SHOPPING CENTER	WESTOVER PLACE SHOPPING CENTER	8219 STATE HIGHWAY 151	SAN ANTONIO	TX	78245-2193	2,984
3717	US and Protectorate	OLYMPIC TOWER BLDG	OLYMPIC TOWER BLDG	1529 3RD AVE	SEATTLE	WA	98101-1611	3,900
3719	US and Protectorate	484 NORTH 950 WEST	484 NORTH 950 WEST	SPACE A	AMERICAN FORK	UT	84003-0000	2,735
3721	US and Protectorate	DEMBIGH VILLAGE	DEMBIGH VILLAGE	14346 WARWICK BLVD	NEWPORT NEWS	VA	23602-3814	3,000
3725	US and Protectorate	KINGS CANYON PAVILION	KINGS CANYON PAVILION	4975 E KINGS CANYON RD	FRESNO	CA	93727-3812	3,150
3726	US and Protectorate	FIVE TOWNS SHOPPING CENTER	FIVE TOWNS SHOPPING CENTER	25301 ROCKAWAY BLVD	ROSEDALE	NY	11422-3132	4,068
3732	US and Protectorate	THE CROSSROADS SHOPPING CENTER	THE CROSSROADS SHOPPING CENTER	1525 US HWY 41	SCHERERVILLE	IN	46375-1395	3,422
3733	US and Protectorate	WOODLAKE CROSSING	WOODLAKE CROSSING	6230 WOOD GLEN DRIVE	SAN ANTONIO	TX	78244-0000	2,800
3734	US and Protectorate	LEVITTOWN SHOPPING CENTER	LEVITTOWN SHOPPING CENTER	2997 HEMPSTEAD TPKE	LEVITTOWN	NY	11756-1330	3,300
3735	US and Protectorate	CENTEREACH MALL SPACE 45A	CENTEREACH MALL SPACE 45A	11720-2712	CENTEREACH	NY	11720-2712	3,350
3736	US and Protectorate	THE GALLERIA II	THE GALLERIA II	5061 WESTHEIMER RD	HOUSTON	TX	77056-0000	2,817
3737	US and Protectorate	WEST ACRES MALL	WEST ACRES MALL	3902 13TH AVE S	FARGO	ND	58103-3371	3,712
3738	US and Protectorate	CHARLESTON COMMONS	CHARLESTON COMMONS	163 N NELLIS BLVD	LAS VEGAS	NV	89110-5320	6,400
3743	US and Protectorate	DEPTFORD MALL	DEPTFORD MALL	1750 DEPTFORD CENTER RD	DEPTFORD	NJ	08096-0000	3,197
3744	US and Protectorate	QUEENS PLAZA	QUEENS PLAZA	837 QUEEN ST	SOUTHINGTON	CT	06489-1507	3,000
3747	US and Protectorate	MELBOURNE SQUARE MALL	MELBOURNE SQUARE MALL	1700 W NEW HAVEN AVE	WEST MELBOURNE	FL	32904-3910	2,867
3749	US and Protectorate	THE OUTLET 66 MALL	THE OUTLET 66 MALL	18400 STATE ROAD NO 3	CANOVANAS	PR	00729-4359	2,929
3750	US and Protectorate	CODDINGTOWN MALL	CODDINGTOWN MALL	250 CODDINGTOWN CENTER	SANTA ROSA	CA	95401-0000	5,943
3751	US and Protectorate	BISCAYNE PLAZA SHOPPING CENTER	BISCAYNE PLAZA SHOPPING CENTER	8020 NE 5TH AVE	MIAMI	FL	33138-4510	2,538
3754	US and Protectorate	793 MANHATTAN AVE	793 MANHATTAN AVE		BROOKLYN	NY	11222-2710	3,125
3756	US and Protectorate	MEDWICK MARKETPLACE	MEDWICK MARKETPLACE	1097 N COURT ST	MEDINA	OH	44256-1566	3,200
3757	US and Protectorate	SUGAR HOUSE	SUGAR HOUSE	2274 S 1300 E STE G1	SALT LAKE CITY	UT	84106-2882	4,386
3758	US and Protectorate	K MART SHOPPING CENTER	K MART SHOPPING CENTER	2061 S US 1	FORT PIERCE	FL	34950-5149	3,060
3764	US and Protectorate	SOUTHLAKE MALL	SOUTHLAKE MALL	2101 SOUTHLAKE MALL	MERRILLVILLE	IN	46410-6438	4,846
3767	US and Protectorate	WEST COUNTY MALL	WEST COUNTY MALL	8 WEST COUNTY CENTER	DES PERES	MO	63131-0000	3,454
3772	US and Protectorate	JACKSON CROSSING	JACKSON CROSSING	1216 JACKSON CROSSING SPAC	JACKSON	MI	49202-2042	2,775
3773	US and Protectorate	SOUTHTOWN CENTER	SOUTHTOWN CENTER	4346 SCATTERFIELD RD	ANDERSON	IN	46013-2631	3,000
3774	US and Protectorate	ATASCOSA MARKET	ATASCOSA MARKET	2087 W OAKLAWN	PLEASANTON	TX	78064-4608	2,800
3775	US and Protectorate	2546 DAWSON RD	2546 DAWSON RD		ALBANY	GA	31707-2316	3,010
3778	US and Protectorate	WHITE MARSH MALL	WHITE MARSH MALL	8200 PERRY HALL BLVD	BALTIMORE	MD	21236-4055	3,792
3782	US and Protectorate	PALMER PARK MALL	PALMER PARK MALL	149 PALMER PARK MALL	EASTON	PA	18045-0000	2,767
3783	US and Protectorate	JEFFERSON MALL	JEFFERSON MALL	4801 OUTER LOOP	LOUISVILLE	KY	40219-3205	3,000
3785	US and Protectorate	NORTHTOWN MALL	NORTHTOWN MALL	950 N DIVISION ST	SPOKANE	WA	99207-1441	2,819
3788	US and Protectorate	EAST BROOK MALL	EAST BROOK MALL	975 STORRS ROAD SPACE #13	WILLIAMANTIC	CT	06226-4012	3,653
3789	US and Protectorate	SPRINGFIELD PLAZA	SPRINGFIELD PLAZA	1327 LIBERTY ST	SPRINGFIELD	MA	01104-1170	3,725
3797	US and Protectorate	WOODBIDGE CENTER MALL	WOODBIDGE CENTER MALL	102 WOODBRIDGE CENTER DR	WOODBIDGE	NJ	07095-1124	3,000
3799	US and Protectorate	349 GEORGE ST	349 GEORGE ST		NEW BRUNSWICK	NJ	08901-2012	2,525
3804	US and Protectorate	805 COLLEGE BLVD STE 101	805 COLLEGE BLVD STE 101		OCEANSIDE	CA	92057-6258	4,200
3805	US and Protectorate	GALLERIA AT TYLER	GALLERIA AT TYLER	1357 GALLERIA AT TYLER # E-22	RIVERSIDE	CA	92503-4141	3,299
3806	US and Protectorate	HULEN MALL	HULEN MALL	4800 S HULEN ST STE 102	FORT WORTH	TX	76132-1400	3,070
3810	US and Protectorate	FASHION OUTLETS OF NIAGARA FALLS	FASHION OUTLETS OF NIAGARA FALLS	1648 MILITARY RD	NIAGARA FALLS	NY	14304-1734	3,504
3812	US and Protectorate	5707-09 MYRTLE AVE	5707-09 MYRTLE AVE		RIDGEWOOD	NY	11385-4933	3,510
3813	US and Protectorate	BOULEVARD PLAZA SC	BOULEVARD PLAZA SC	11000 ROOSEVELT BLVD	PHILADELPHIA	PA	19116-0000	3,000
3815	US and Protectorate	PREMIER LANDING SC	PREMIER LANDING SC	255 PREMIER BLVD	ROANOKE RAPIDS	NC	27870-0000	2,400
3816	US and Protectorate	HARDEN RANCH PLAZA	HARDEN RANCH PLAZA	1648 N MAIN ST	SALINAS	CA	93906-5102	3,200
3819	US and Protectorate	456 HEMPSTEAD TPKE	456 HEMPSTEAD TPKE		WEST HEMPSTEAD	NY	11552-1305	2,720
3820	US and Protectorate	K-MART PLAZA	K-MART PLAZA	1549 HILLMAN ST	TULARE	CA	93274-1632	2,963
3821	US and Protectorate	NORTHWEST PROMENADE	NORTHWEST PROMENADE	8430 ROSEDALE HIGHWAY	BAKERSFIELD	CA	93312-2621	3,000
3823	US and Protectorate	OAKDALE MALL	OAKDALE MALL	2A OAKDALE MALL	JOHNSON CITY	NY	13790-2280	2,500
3828	US and Protectorate	8110 CAMP CREEK BLVD	8110 CAMP CREEK BLVD	SUITE 119	OLIVE BRANCH	MS	38654-1613	2,800
3831	US and Protectorate	EASTWAY CROSSING	EASTWAY CROSSING	3124 EASTWAY DR	CHARLOTTE	NC	28205-5664	2,800
3834	US and Protectorate	COLONIAL SHOPPING CENTER	COLONIAL SHOPPING CENTER	2836 PINE GROVE AVE	PORT HURON	MI	48060-1971	2,800
3835	US and Protectorate	1047 SOUTHERN BLVD	1047 SOUTHERN BLVD		BRONX	NY	10459-3427	3,439
3838	US and Protectorate	KALISPELL CENTER MALL	KALISPELL CENTER MALL	20 N MAIN ST	KALISPELL	MT	59901-4080	3,091
3842	US and Protectorate	817 E TREMONT AVE	817 E TREMONT AVE		BRONX	NY	10460-4108	2,646
3843	US and Protectorate	MCCAIN MALL	MCCAIN MALL	3929 MCCAIN SPACE I-5	NORTH LITTLE ROCK	AR	72116-8088	2,500

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
3846	US and Protectorate	4395 BOCA SQUARE	4395 BOCA SQUARE	21661 STATE ROAD 7	BOCA RATON	FL	33428-1812	3,040
3847	US and Protectorate	HARRISVILLE SHOPPING CENTER	HARRISVILLE SHOPPING CENTER	486 NORTH 325 EAST	HARRISVILLE	UT	84404-0000	2,871
3849	US and Protectorate	ELMWOOD PARK SHOPPING CENTER	ELMWOOD PARK SHOPPING CENTER	100 BROADWAY	ELMWOOD PARK	NJ	07407-3043	4,434
3852	US and Protectorate	VALLEY VIEW MALL	VALLEY VIEW MALL	3800 STATE ROAD 16	LA CROSSE	WI	54601-1898	2,777
3854	US and Protectorate	RICHARDSON HEIGHTS VILLAGE	RICHARDSON HEIGHTS VILLAGE	100 S. CENTRAL EXPRESSWAY	RICHARDSON	TX	75080-0000	2,534
3856	US and Protectorate	CHRIS-TOWN MALL	CHRIS-TOWN MALL	1623 W BETHANY HOME RD	PHOENIX	AZ	85015-2519	3,056
3858	US and Protectorate	OGLETHORPE MALL	OGLETHORPE MALL	7804 ABERCORN EXT UNIT 36	SAVANNAH	GA	31406-3502	2,754
3859	US and Protectorate	FASHION SQUARE MALL	FASHION SQUARE MALL	4901 FASHION SQUARE MALL UT	SAGINAW	MI	48604-2707	4,288
3860	US and Protectorate	RIVER HILLS MALL	RIVER HILLS MALL	1850 ADAMS ST STE 132	MANKATO	MN	56001-4846	2,418
3861	US and Protectorate	ASHEVILLE MALL	ASHEVILLE MALL	3 SOUTH TUNNEL ROAD	ASHEVILLE	NC	28805-2557	3,000
3863	US and Protectorate	CARY TOWNE CENTER	CARY TOWNE CENTER	1105 WALNUT ST	CARY	NC	27511-4762	2,811
3865	US and Protectorate	CARROLLWOOD COMMONS	CARROLLWOOD COMMONS	15166 N DALE MABRY HWY	TAMPA	FL	33618-1817	2,813
3866	US and Protectorate	SELDEN PLAZA	SELDEN PLAZA	269 MIDDLE COUNTRY RD	SELDEN	NY	11784-2565	2,564
3871	US and Protectorate	GURNEE MILLS	GURNEE MILLS	6170 W GRAND AVENUE	GURNEE	IL	60031-4553	2,981
3872	US and Protectorate	PINE RIDGE SQUARE	PINE RIDGE SQUARE	1405 W MAIN ST # 2	GAYLORD	MI	49735-8946	3,200
3876	US and Protectorate	EAST TOWNE MALL	EAST TOWNE MALL	46 E TOWNE MALL	MADISON	WI	53704-3712	3,006
3878	US and Protectorate	TATUM POINT SHOPPING CENTER	TATUM POINT SHOPPING CENTER	4727 E BELL RD STE 1	PHOENIX	AZ	85032-2310	3,200
3880	US and Protectorate	PASEO DEL PRADO	PASEO DEL PRADO	1199 W FLAGLER ST	MIAMI	FL	33130-1055	2,866
3881	US and Protectorate	IVES PLAZA	IVES PLAZA	19946 NW 2ND AVE	MIAMI	FL	33169-2904	3,552
3885	US and Protectorate	FONTANA PLAZA	FONTANA PLAZA	17151 FOOTHILL BLVD SUITE M	FONTANA	CA	92335-9009	3,320
3886	US and Protectorate	VILLAGE GREEN SHOPPING CENTER	VILLAGE GREEN SHOPPING CENTER	6805 ALEXANDRIA PIKE	ALEXANDRIA	KY	41001-1027	2,800
3892	US and Protectorate	PARK NORTH SHOPPING CENTER	PARK NORTH SHOPPING CENTER	854 NW LOOP 410	SAN ANTONIO	TX	78216-5601	3,000
3893	US and Protectorate	WEST TOWNE MALL	WEST TOWNE MALL	243 WEST TOWNE MALL	MADISON	WI	53719-1024	3,659
3897	US and Protectorate	BRIDGEWATER COMMONS	BRIDGEWATER COMMONS	400 COMMONS WAY	BRIDGEWATER	NJ	08807-2819	3,300
3898	US and Protectorate	7692 VOICE OF AMERICA DRIVE	7692 VOICE OF AMERICA DRIVE		WEST CHESTER	OH	45069-2794	2,800
3908	US and Protectorate	UNIVERSITY PARK MALL	UNIVERSITY PARK MALL	6501 N GRAPE RD	MISHAWAKA	IN	46545-1101	3,200
3912	US and Protectorate	INLAND CENTER	INLAND CENTER	500 INLAND CENTER DR	SAN BERNARDINO	CA	92408-0000	3,635
3913	US and Protectorate	DADELAND MALL	DADELAND MALL	7233 N KENDALL DRIVE	MIAMI	FL	33156-7808	3,216
3916	US and Protectorate	EASTVIEW MALL	EASTVIEW MALL	503 EASTVIEW MALL	VICTOR	NY	14564-1039	2,850
3921	US and Protectorate	CAPITAL CITY MALL	CAPITAL CITY MALL	3517 CAPITAL CITY MALL DR	CAMP HILL	PA	17011-7002	3,440
3925	US and Protectorate	BURLINGTON MALL	BURLINGTON MALL	75 MIDDLESEX TURNPIKE	BURLINGTON	MA	01803-5310	3,358
3926	US and Protectorate	WESTGATE MALL	WESTGATE MALL	200 WESTGATE DR	BROCKTON	MA	02301-0000	3,622
3927	US and Protectorate	WEST GATE SHOPPING CENTER	WEST GATE SHOPPING CENTER	2373 SCHOENERSVILLE RD	BETHLEHEM	PA	18017-7416	3,276
3928	US and Protectorate	ROCKAWAY TOWN SQUARE	ROCKAWAY TOWN SQUARE	301 MOUNT HOPE AVE	ROCKAWAY	NJ	07866-2104	3,687
3929	US and Protectorate	ROSEDALE CENTER	ROSEDALE CENTER	1595 HIGHWAY 36 W	ROSEVILLE	MN	55113-3009	3,321
3930	US and Protectorate	EL MERCADO SHOPPING CENTER	EL MERCADO SHOPPING CENTER	2404 WEST 60TH STREET	HIALEAH	FL	33016-0000	3,200
3934	US and Protectorate	COASTAL GRAND MALL	COASTAL GRAND MALL	1304 COASTAL GRAND CIRCLE	MYRTLE BEACH	SC	29577-3037	2,808
3935	US and Protectorate	3143 GENTILLY BLVD	3143 GENTILLY BLVD		NEW ORLEANS	LA	70122-0000	3,200
3938	US and Protectorate	EASTPORT PLAZA	EASTPORT PLAZA	4124 SE 82ND AVENUE	PORTLAND	OR	97266-2912	3,227
3939	US and Protectorate	STREETS AT SOUTHPOINT	STREETS AT SOUTHPOINT	6910 FAYETTEVILLE ROAD	DURHAM	NC	27713-0000	2,900
3942	US and Protectorate	LIBERTY TREE MALL	LIBERTY TREE MALL	100 INDEPENDENCE WAY	DANVERS	MA	01923-3655	3,205
3943	US and Protectorate	WYOMING VALLEY MALL	WYOMING VALLEY MALL	9 WYOMING VALLEY MALL	WILKES BARRE	PA	18702-6809	3,754
3944	US and Protectorate	TANGER OUTLETS-THE WALK	TANGER OUTLETS-THE WALK	2022 BALTIC AVE	ATLANTIC CITY	NJ	08401-4110	5,017
3945	US and Protectorate	MCCARRAN MARKETPLACE	MCCARRAN MARKETPLACE	5915 SOUTH EASTERN AVENUE	LAS VEGAS	NV	89119-3117	3,200
3946	US and Protectorate	MALL AT JOHNSON CITY	MALL AT JOHNSON CITY	2011 N ROAN ST	JOHNSON CITY	TN	37601-3130	2,436
3949	US and Protectorate	CHAUTAQUA MALL	CHAUTAQUA MALL	318 E FAIRMOUNT AVE RM 220	LAKEWOOD	NY	14750-2007	3,509
3951	US and Protectorate	FAIRVIEW SHOPPING CENTER	FAIRVIEW SHOPPING CENTER	160 FAIRVIEW AVE	HUDSON	NY	12534-1267	2,500
3952	US and Protectorate	CUMBERLAND MALL	CUMBERLAND MALL	3849 S DELSEA DR	VINELAND	NJ	08360-7408	3,322
3954	US and Protectorate	GWINNETT PLACE MALL	GWINNETT PLACE MALL	2100 PLEASANT HILL RD	DULUTH	GA	30096-4701	3,804
3956	US and Protectorate	PERIMETER MALL	PERIMETER MALL	4400 ASHFORD DUNWOODY RD	ATLANTA	GA	30346-0000	2,886
3958	US and Protectorate	TARGET SHOPPING CENTER	TARGET SHOPPING CENTER	1094 S 300 WEST	SALT LAKE CITY	UT	84101-0000	2,800
3959	US and Protectorate	1199 TEXAS PALMYRA HWY	1199 TEXAS PALMYRA HWY	STE M	HONESDALE	PA	18431-9808	2,500
3964	US and Protectorate	PLEASANT GROVE TOWN CENTER	PLEASANT GROVE TOWN CENTER	985 WEST STATE ROAD	PLEASANT GROVE	UT	84062-2487	3,000
3965	US and Protectorate	LOGAN VALLEY MALL	LOGAN VALLEY MALL	740 LOGAN VALLEY MALL	ALTOONA	PA	16602-2811	2,977
3969	US and Protectorate	FINDLAY VILLAGE MALL	FINDLAY VILLAGE MALL	1800 TIFFAN AVE	FINDLAY	OH	45840-6789	2,702
3977	US and Protectorate	WHITEHALL MALL	WHITEHALL MALL	1213 WHITEHALL MALL	WHITEHALL	PA	18052-5115	4,538
3980	US and Protectorate	ADAMS DAIRY LANDING	ADAMS DAIRY LANDING	1154 NE CORONADO DRIVE	BLUE SPRINGS	MO	64014-2944	6,755
3983	US and Protectorate	GOLDEN EAST CROSSING	GOLDEN EAST CROSSING	1100 N WESLEYAN BLVD	ROCKY MOUNT	NC	27804-1877	2,487
3984	US and Protectorate	ROTTERDAM SQUARE MALL	ROTTERDAM SQUARE MALL	93 WEST CAMPBELL RD	SCHENECTADY	NY	12306-0000	3,577
3987	US and Protectorate	GRAND CENTRAL PLAZA	GRAND CENTRAL PLAZA	43715 FORD ROAD	CANTON	MI	48187-3185	4,492
3988	US and Protectorate	COURTLAND CENTER	COURTLAND CENTER	4190 E COURT ST	BURTON	MI	48509-1718	4,173
3989	US and Protectorate	HONEY CREEK MALL	HONEY CREEK MALL	3401 HWY 41 S	TERRE HAUTE	IN	47802-4154	2,750
3991	US and Protectorate	1112 AVENUE J	1112 AVENUE J		BROOKLYN	NY	11230-0000	3,100
3994	US and Protectorate	MUNCIE MALL	MUNCIE MALL	3501 N GRANVILLE AVE	MUNCIE	IN	47303-1263	2,917
4005	US and Protectorate	PORTERVILLE S C	PORTERVILLE S C	1311 WEST HENDERSON SPACE	PORTERVILLE	CA	93257-1456	3,000
4007	US and Protectorate	VALLEY VIEW MALL	VALLEY VIEW MALL	4802 VALLEY VIEW BLVD NW	ROANOKE	VA	24012-2019	3,153
4009	US and Protectorate	THE MALL AT ROCKINGHAM PARK	THE MALL AT ROCKINGHAM PARK	99 ROCKINGHAM PARK BLVD SP SALEM	NH	03079-2900	3,137	
4010	US and Protectorate	MIDLAND MALL	MIDLAND MALL	6800 EASTMAN AVE STE 300	MIDLAND	MI	48642-8817	2,636
4011	US and Protectorate	DARTMOUTH MALL	DARTMOUTH MALL	102 N DARTMOUTH MALL	NORTH DARTMOUTH	MA	02747-4204	3,000
4012	US and Protectorate	COPPER CROSSING SC	COPPER CROSSING SC	16255 FM 529	HOUSTON	TX	77095-1433	2,832
4013	US and Protectorate	GRAND BALDWIN SHOPPING CENTER	GRAND BALDWIN SHOPPING CENTER	1775 GRAND AVE	BALDWIN	NY	11510-2429	3,442
4014	US and Protectorate	SHERIDAN PLAZA	SHERIDAN PLAZA	5101 SHERIDAN ST #24	HOLLYWOOD	FL	33021-2833	3,000
4017	US and Protectorate	UNIVERSITY PLAZA	UNIVERSITY PLAZA	13620 UNIVERSITY PLAZA SPAC	TAMPA	FL	33613-4649	3,000
4018	US and Protectorate	LAKESHORE MALL	LAKESHORE MALL	901 US WEST 27	SEBRING	FL	33870-2124	3,019
4020	US and Protectorate	MARIN SQUARE SHOPPING CENTER	MARIN SQUARE SHOPPING CENTER	75L BELLAM BLVD	SAN RAFAEL	CA	94901-5352	2,720
4023	US and Protectorate	459 FULTON ST # 461	459 FULTON ST # 461		BROOKLYN	NY	11201-5207	7,001
4024	US and Protectorate	CONCOURSE PLAZA	CONCOURSE PLAZA	216 E 161ST STREET	BRONX	NY	10451-3541	2,764
4025	US and Protectorate	COLONIAL PLAZA	COLONIAL PLAZA	2764 E COLONIAL DR	ORLANDO	FL	32803-0000	6,664
4028	US and Protectorate	BELLAIRE PLAZA SHOPPING CENTER	BELLAIRE PLAZA SHOPPING CENTER	2605 N ATLANTIC AVE # 16	DAYTONA BEACH	FL	32118-3205	3,000
4029	US and Protectorate	MADERA MARKETPLACE	MADERA MARKETPLACE	2091 W CLEVELAND AVE	MADERA	CA	93637-8721	3,000
4030	US and Protectorate	GALLERIA AT CRYSTAL RUN	GALLERIA AT CRYSTAL RUN	1 N GALLERIA DRIVE	MIDDLETOWN	NY	10941-3032	4,107
4031	US and Protectorate	ORCHARD TOWN CENTER	ORCHARD TOWN CENTER	14647 DELAWARE ST	WESTMINSTER	CO	80023-9188	2,977
4035	US and Protectorate	2143 3RD AVE	2143 3RD AVE		NEW YORK	NY	10035-4707	3,080
4037	US and Protectorate	PRESCOTT GATEWAY MALL	PRESCOTT GATEWAY MALL	3250 GATEWAY BLVD 102	PRESCOTT	AZ	86303-5668	2,800
4039	US and Protectorate	COACHELLA PLAZA	COACHELLA PLAZA	50057 HARRISON ST # 4	COACHELLA	CA	92236-1474	3,010
4043	US and Protectorate	APACHE MALL	APACHE MALL	1201 12TH STREET SW SUITE 10	ROCHESTER	MN	55902-2126	3,386
4048	US and Protectorate	THE VILLAGE AT ORANGE	THE VILLAGE AT ORANGE	2131 N ORANGE MALL	ORANGE	CA	92865-3611	3,590
4049	US and Protectorate	EASTGATE MALL	EASTGATE MALL	4601 EASTGATE BLVD BLDG 832	CINCINNATI	OH	45245-1258	2,617
4050	US and Protectorate	TWELVE OAKS MALL	TWELVE OAKS MALL	27390A NOVI RD	NOVI	MI	48377-3418	3,400
4051	US and Protectorate	JEFFERSON POINTE MALL	JEFFERSON POINTE MALL	4150 W JEFFERSON BLVD	FORT WAYNE	IN	46804-6816	3,169
4054	US and Protectorate	LOYAL PLAZA	LOYAL PLAZA	1871 E 3RD ST	WILLIAMSPORT	PA	17701-3924	3,000
4057	US and Protectorate	RAINBOW SPRINGS WEST	RAINBOW SPRINGS WEST	3675 S RAINBOW BLVD # 105	LAS VEGAS	NV	89103-1059	2,880
4058	US and Protectorate	EDWARDS BRADLEY CENTER	EDWARDS BRADLEY CENTER	677-681 HILLSIDE AVE	NEW HYDE PARK	NY	11040-2512	3,637
4059	US and Protectorate	WESTGATE MALL	WESTGATE MALL	14136 BAXTER DR	BRAINERD	MN	56401-3261	2,960

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
4063	US and Protectorate	LYNNHAVEN MALL	LYNNHAVEN MALL	701 LYNNHAVEN PKY UNIT E18A	VIRGINIA BEACH	VA	23452-0000	2,878
4064	US and Protectorate	WATT TOWN CENTER	WATT TOWN CENTER	3609 ELKHORN BOULEVARD	NORTH HIGHLANDS	CA	95660-0000	2,720
4066	US and Protectorate	79305 HIGHWAY 111	79305 HIGHWAY 111	SUITE 3	LA QUINTA	CA	92253-4506	2,868
4069	US and Protectorate	BRUNSWICK SQUARE MALL	BRUNSWICK SQUARE MALL	755 HIGHWAY 18	EAST BRUNSWICK	NJ	08816-4917	2,845
4077	US and Protectorate	NORTHGATE MALL	NORTHGATE MALL	1058 W CLUB BLVD	DURHAM	NC	27701-1115	3,075
4082	US and Protectorate	MANSFIELD TOWNE CENTER	MANSFIELD TOWNE CENTER	120 WEST DEBBIE LANE	MANSFIELD	TX	76063-0000	3,000
4084	US and Protectorate	RICHMOND TOWN SQUARE	RICHMOND TOWN SQUARE	691 RICHMOND RD	RICHMOND HEIGHTS	OH	44143-2989	2,900
4086	US and Protectorate	530 MARKS STREET	530 MARKS STREET	SUITE A	HENDERSON	NV	89014-8603	2,889
4087	US and Protectorate	WESTFIELD BROWARD	WESTFIELD BROWARD	8000 WEST BROWARD BLVD	PLANTATION	FL	33388-0000	3,200
4089	US and Protectorate	CENTRE AT LILBURN	CENTRE AT LILBURN	4030 LAWRENCEVILLE HIGHWAY	LILBURN	GA	30047-2820	2,800
4090	US and Protectorate	UNIVERSITY COMMONS	UNIVERSITY COMMONS	1469 UNIVERSITY DR	BURLINGTON	NC	27215-8772	3,200
4094	US and Protectorate	870 W EL MONTE WAY STE A	870 W EL MONTE WAY STE A		DINUBA	CA	93618-0000	3,008
4098	US and Protectorate	32 WESTCHESTER SQ	32 WESTCHESTER SQ		BRONX	NY	10461-3514	3,250
4099	US and Protectorate	EASTLAND CENTER	EASTLAND CENTER	18000 VERNIER RD	HARPER WOODS	MI	48225-1046	2,562
4105	US and Protectorate	50 E 170TH ST # 52	50 E 170TH ST # 52		BRONX	NY	10452-0000	5,200
4107	US and Protectorate	OAK PARK MALL	OAK PARK MALL	11391 W 95TH ST	OVERLAND PARK	KS	66214-1826	7,162
4108	US and Protectorate	301 MAIN ST	301 MAIN ST	SUITE 1	ORANGE	NJ	07050-3629	4,710
4109	US and Protectorate	RIVER RIDGE MALL	RIVER RIDGE MALL	3405 CANDLERS MOUNTAIN RD	LYNCHBURG	VA	24502-2241	2,285
4110	US and Protectorate	WHITE OAK CROSSING	WHITE OAK CROSSING	175 SHENSTONE BLVD	GARNER	NC	27529-6904	2,800
4113	US and Protectorate	4772 N LINCOLN AVE	4772 N LINCOLN AVE		CHICAGO	IL	60625-2010	2,990
4115	US and Protectorate	STARRETT CITY SHOPPING CENTER	STARRETT CITY SHOPPING CENTER	1360 PENNSYLVANIA AVE # 9	BROOKLYN	NY	11239-2103	3,090
4116	US and Protectorate	SOUTHDALE SHOPPING CENTER	SOUTHDALE SHOPPING CENTER	5110 SE 14TH ST	DES MOINES	IA	50320-1608	2,940
4118	US and Protectorate	1815 HILLSDALE AVENUE	1815 HILLSDALE AVENUE	SUITE 30	SAN JOSE	CA	95124-3027	3,024
4119	US and Protectorate	WILLOWBROOK MALL	WILLOWBROOK MALL	1370 WILLOWBROOK MALL	WAYNE	NJ	07470-0000	3,514
4122	US and Protectorate	CHERRYVALE MALL	CHERRYVALE MALL	7200 HARRISON AVE	ROCKFORD	IL	61112-1017	3,186
4123	US and Protectorate	13772 FOOHILL BLVD	13772 FOOHILL BLVD		SYLMAR	CA	91342-3104	3,200
4124	US and Protectorate	MITCHELL RANCH PLAZA	MITCHELL RANCH PLAZA	3034 LITTLE ROAD	TRINITY	FL	34655-1806	2,400
4125	US and Protectorate	STROUD MALL	STROUD MALL	448 STROUD MALL	STROUDSBURG	PA	18360-1147	2,949
4126	US and Protectorate	200 PASSAIC AVE	200 PASSAIC AVE	UNIT 6	KEARNY	NJ	07032-1129	4,025
4130	US and Protectorate	DEL SOL PALZA	DEL SOL PALZA	702 DEL SOL DR	ALAMOSA	CO	81101-0000	2,590
4136	US and Protectorate	SOUTHSIDE MALL	SOUTHSIDE MALL	5006 HWY 23	ONEONTA	NY	13820-4529	2,580
4137	US and Protectorate	MORENO VALLEY MALL	MORENO VALLEY MALL	22500 TOWNGATE CIR # 1003	MORENO VALLEY	CA	92553-7510	3,230
4138	US and Protectorate	BOULEVARD MALL	BOULEVARD MALL	1259 C NIAGARA FALLS BLVD	AMHERST	NY	14226-1105	2,919
4142	US and Protectorate	WAL MART CENTER	WAL MART CENTER	1014 RILEY STREET	FOLSOM	CA	95630-3264	3,000
4143	US and Protectorate	CORONADO CENTER MALL	CORONADO CENTER MALL	6600 MENAUL BLVD NE STE J06/	ALBUQUERQUE	NM	87110-3458	3,763
4146	US and Protectorate	LYNN SHOPPING CENTER	LYNN SHOPPING CENTER	17 STATE ST	LYNN	MA	01901-1504	2,267
4148	US and Protectorate	KEMPS RIVER CROSSING	KEMPS RIVER CROSSING	1255 FORDHAM DRIVE	VIRGINIA BEACH	VA	23464-4212	3,200
4156	US and Protectorate	65TH INFANTRY SHOPPING CENTER	65TH INFANTRY SHOPPING CENTER	AVE 65 INFANTRIA SPACE 15	SAN JUAN	PR	00923-0000	3,026
4159	US and Protectorate	REXVILLE TOWNE CENTER	REXVILLE TOWNE CENTER	3009 CARR 167	BAYAMON	PR	00956-9215	3,000
4164	US and Protectorate	PLAZA CARIBE MALL	PLAZA CARIBE MALL	PLAZA CARIBE MALL APT 30	VEGA ALTA	PR	00692-6761	3,576
4174	US and Protectorate	WILSHIRE PLAZA SC	WILSHIRE PLAZA SC	8418 N CHURCH RD	KANSAS CITY	MO	64157-1204	3,044
4178	US and Protectorate	BURBANK TOWN CENTER	BURBANK TOWN CENTER	201 E MAGNOLIA BOULEVARD	BURBANK	CA	91502-1160	2,960
4180	US and Protectorate	WESTROADS MALL	WESTROADS MALL	10000 CALIFORNIA ST STE 2513	OMAHA	NE	68114-2308	2,634
4181	US and Protectorate	OPRY MILLS MALL	OPRY MILLS MALL	390 OPRY MILLS DR	NASHVILLE	TN	37214-0000	2,900
4182	US and Protectorate	VALLEY CENTRE	VALLEY CENTRE	9616 REISTERSTOWN RD # 19	OWINGS MILLS	MD	21117-4139	2,509
4183	US and Protectorate	CONNECTICUT POST MALL	CONNECTICUT POST MALL	1201 BOSTON POST RD # 1081	MILFORD	CT	06460-9010	4,422
4185	US and Protectorate	GOVERNOR'S SQUARE MALL	GOVERNOR'S SQUARE MALL	1500 APALACHEE PKY STE 1009	TALLAHASSEE	FL	32301-3017	2,315
4186	US and Protectorate	CANYON RIDGE PLAZA	CANYON RIDGE PLAZA	26125 104TH AVENUE SE	KENT	WA	98031-7674	2,863
4187	US and Protectorate	CHEYENNE COMMONS	CHEYENNE COMMONS	3065 N RAINBOW BLVD STE F-1	LAS VEGAS	NV	89108-4577	2,800
4188	US and Protectorate	FAIRLANE TOWN CENTER	FAIRLANE TOWN CENTER	18900 MICHIGAN AVE	DEARBORN	MI	48126-3929	3,090
4192	US and Protectorate	FAIRFAX SHOPPING CENTER	FAIRFAX SHOPPING CENTER	2105 CONCORD PIKE	WILMINGTON	DE	19803-2906	2,325
4193	US and Protectorate	THE PLAZA AT HIGHLANDS RANCH	THE PLAZA AT HIGHLANDS RANCH	1970 E COUNTY LINE ROAD	LITTLETON	CO	80126-2437	2,664
4194	US and Protectorate	FREEHOLD MALL SHOPPING CENTER	FREEHOLD MALL SHOPPING CENTER	3681 RTE 9	FREEHOLD	NJ	07728-2674	3,000
4205	US and Protectorate	PLAZA DEL CARIBE	PLAZA DEL CARIBE	2050 PONCE BY PASS	PONCE	PR	00717-1313	4,354
4206	US and Protectorate	PLAZA FAJARDO	PLAZA FAJARDO	1100 CARR 940	FAJARDO	PR	00738-8634	3,200
4213	US and Protectorate	MAYAGUEZ MALL	MAYAGUEZ MALL	975 AVE HOSTOS	MAYAGUEZ	PR	00680-1285	3,500
4215	US and Protectorate	PLAZA DEL NORTE MALL	PLAZA DEL NORTE MALL	506 CALLE TRUNCADO	HATILLO	PR	00659-2716	4,252
4221	US and Protectorate	PLAZA DEL ATLANTICO	PLAZA DEL ATLANTICO	1400 AVE MIRAMAR	ARECIBO	PR	00612-2747	3,302
4223	US and Protectorate	AGUADILLA MALL	AGUADILLA MALL	15005 AVE LOS CORAZONES	AGUADILLA	PR	00603-0000	4,681
4229	US and Protectorate	SUNNY ISLE SC	SUNNY ISLE SC	4500 SUNNY ISLE	ST CROIX	VI	00820-4423	3,333
4235	US and Protectorate	PLAZA ISABELA	PLAZA ISABELA	3535 AVE MILITAR	ISABELA	PR	00662-4011	3,000
4238	US and Protectorate	THE OUTLETS AT MONTEHIEDRA	THE OUTLETS AT MONTEHIEDRA	9410 AVE LOS ROMEROS	RIO PIEDRAS	PR	00926-7007	3,048
4239	US and Protectorate	SAN PATRICIO PLAZA	SAN PATRICIO PLAZA	100 AVE SAN PATRICIO	GUAYNABO	PR	00968-2609	3,300
4242	US and Protectorate	PLAZA RIO HONDO MALL	PLAZA RIO HONDO MALL	60 AVENUE RIO HONDO	BAYAMON	PR	00961-3121	3,750
4245	US and Protectorate	PEREZ HERMANOS PLAZA	PEREZ HERMANOS PLAZA	4007 AVE JESUS T PINERO	CAYEY	PR	00736-5544	3,200
4247	US and Protectorate	LOS COLOBOS SC	LOS COLOBOS SC	14220 AVE 65 INFANTRIA	CAROLINA	PR	00987-2227	3,200
4248	US and Protectorate	LAS CATALINAS MALL	LAS CATALINAS MALL	CALLE BETANCES #410	CAGUAS	PR	00725-5200	3,164
4250	US and Protectorate	PLAZA DEL SOL MALL	PLAZA DEL SOL MALL	725 AVE W MAIN	BAYAMON	PR	00961-4470	3,411
4253	US and Protectorate	PLAZA ESCORIAL	PLAZA ESCORIAL	5840 PLAZA ESCORIAL	CAROLINA	PR	00987-5001	3,521
4255	US and Protectorate	PLAZA GUAYNABO SC	PLAZA GUAYNABO SC	CALLE MARGINAL ESMERALDA #	GUAYNABO	PR	00969-0382	3,380
4260	US and Protectorate	CENTRO DEL SUR MALL	CENTRO DEL SUR MALL	1485 BLVD MIGUEL POU	PONCE	PR	00717-2702	2,912
4261	US and Protectorate	LAKE ELSINORE OUTLET CENTER	LAKE ELSINORE OUTLET CENTER	17600 COLLIER AVE	LAKE ELSINORE	CA	92530-2633	2,779
4263	US and Protectorate	5038 BUFORD HWY	5038 BUFORD HWY		CHAMBLEE	GA	30341-2997	3,956
4265	US and Protectorate	WESTFIELD GALLERIA AT ROSEVILLE	WESTFIELD GALLERIA AT ROSEVILLE	1151 GALLERIA BLVD	ROSEVILLE	CA	95678-1938	3,061
4272	US and Protectorate	NORTHPOINTE MARKET CENTER	NORTHPOINTE MARKET CENTER	6120 NORTHPOINT PKWY	ALPHARETTA	GA	30022-3010	3,200
4275	US and Protectorate	TUTU PARK MALL	TUTU PARK MALL	26A ESTATE CHARLOTTE AMALII	ST THOMAS	VI	00802-2301	4,800
4276	US and Protectorate	WHEATLEY SC	WHEATLEY SC	9000 WHEATLEY SC	ST THOMAS	VI	00802-2648	3,000
4279	US and Protectorate	CHESTERFIELD CROSSING SC	CHESTERFIELD CROSSING SC	12221 CHATTANOOGA PLAZA	MIDLOTHIAN	VA	23112-4865	2,800
4281	US and Protectorate	CENTENNIAL CENTRE	CENTENNIAL CENTRE	7950 W TROPICAL PARKWAY	LAS VEGAS	NV	89149-0000	2,560
4282	US and Protectorate	PRESIDENTIAL MARKET SHOPPING CE	PRESIDENTIAL MARKET SHOPPING CEM	1905 SCENIC HIGHWAY	SNELLVILLE	GA	30078-0000	3,450
4284	US and Protectorate	BOULEVARD SHOPS	BOULEVARD SHOPS	11120 PINES BOULEVARD	PEMBROKE PINES	FL	33026-5210	3,033
4285	US and Protectorate	WOODSTOCK SQUARE	WOODSTOCK SQUARE	128 WOODSTOCK SQUARE AVE	WOODSTOCK	GA	30189-0000	2,800
4286	US and Protectorate	THE SHOPS AT LAURA HILL	THE SHOPS AT LAURA HILL	2206 HIGHWAY K	O FALLON	MO	63366-7929	2,600
4287	US and Protectorate	ARUNDEL MILLS MALL	ARUNDEL MILLS MALL	7000 ARUNDEL MILLS CIRCLE	HANOVER	MD	21076-1282	2,680
4290	US and Protectorate	3805 BROADWAY	3805 BROADWAY		NEW YORK	NY	10032-1502	3,200
4294	US and Protectorate	HILLSBOROUGH PROMENADE	HILLSBOROUGH PROMENADE	315 ROUTE 206	HILLSBOROUGH	NJ	08844-0000	2,800
4295	US and Protectorate	THE CENTER AT HAGERSTOWN	THE CENTER AT HAGERSTOWN	17708 GARLAND GROH BLVD	HAGERSTOWN	MD	21740-2016	3,998
4297	US and Protectorate	DOMAIN II	DOMAIN II	3220 FEATHERGRASS COURT	AUSTIN	TX	78758-7777	2,848
4298	US and Protectorate	WATAUGA TOWN CROSSING	WATAUGA TOWN CROSSING	8004 DENTON HIGHWAY	WATAUGA	TX	76148-2468	3,000
4299	US and Protectorate	RIVERVIEW SHOPPING CENTER	RIVERVIEW SHOPPING CENTER	6 E GRANT ST	ROMA	TX	78584-8085	3,280
4300	US and Protectorate	PERRIS VALLEY SPECTRUM	PERRIS VALLEY SPECTRUM	2560 N PERRIS BLVD STE R5	PERRIS	CA	92571-3251	2,800
4303	US and Protectorate	ALBANY MALL	ALBANY MALL	2601 DAWSON ROAD SPACE B1C	ALBANY	GA	31707-1632	2,880
4307	US and Protectorate	WESTFIELD SOUTHCENTER	WESTFIELD SOUTHCENTER	2866 SOUTHCENTER MALL	TUKWILA	WA	98188-0000	3,120
4313	US and Protectorate	ROCKLAND CONSUMER PLAZA	ROCKLAND CONSUMER PLAZA	42 ROCKLAND CONSUMER PLAZ	NANUET	NY	10954-2208	4,124

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
4314	US and Protectorate	495 W 49TH ST	495 W 49TH ST		HIALEAH	FL	33012-3602	4,786
4317	US and Protectorate	PARK CITY CENTER	PARK CITY CENTER	1234 PARK CITY CTR	LANCASTER	PA	17601-2724	3,000
4319	US and Protectorate	3425 S CAMPBELL AVENUE	3425 S CAMPBELL AVENUE		SPRINGFIELD	MO	65807-5101	3,010
4320	US and Protectorate	606 SW ALDER ST	606 SW ALDER ST		PORTLAND	OR	97205-3614	3,830
4321	US and Protectorate	LAUREL MALL	LAUREL MALL	95 LAUREL MALL	HAZLETON	PA	18202-1201	3,200
4326	US and Protectorate	GEORGETOWN SHOPPING CENTER	GEORGETOWN SHOPPING CENTER	2135 RALPH AVE # 19	BROOKLYN	NY	11234-5405	4,600
4327	US and Protectorate	1897 3RD AVE	1897 3RD AVE		NEW YORK	NY	10029-4906	3,025
4330	US and Protectorate	HANFORD MALL	HANFORD MALL	1675 W LACEY BLVD	HANFORD	CA	93230-5938	3,497
4332	US and Protectorate	1017 FLATBUSH AVE	1017 FLATBUSH AVE		BROOKLYN	NY	11226-5429	4,238
4333	US and Protectorate	COUNTRYSIDE MARKETPLACE	COUNTRYSIDE MARKETPLACE	30230 HAUN RD	MENIFEE	CA	92584-6821	3,022
4335	US and Protectorate	MONMOUTH MALL	MONMOUTH MALL	180 STATE ROUTE 35 SOUTH	EATONTOWN	NJ	07724-2024	5,894
4336	US and Protectorate	GRAND TRAVERSE MALL	GRAND TRAVERSE MALL	3200 S AIRPORT RD WEST	TRAVERSE CITY	MI	49684-0000	3,088
4338	US and Protectorate	SOUTHPARK MALL	SOUTHPARK MALL	144 S PARK CIRCLE	COLONIAL HEIGHTS	VA	23834-2963	2,974
4339	US and Protectorate	3457 JEROME AVE	3457 JEROME AVE		BRONX	NY	10467-1049	2,890
4342	US and Protectorate	SPORTS ARENA BOULEVARD SHOPPING CENTER	SPORTS ARENA BOULEVARD SHOPPING CENTER	3225 SPORTS ARENA BLVD STE 200	SAN DIEGO	CA	92110-4548	4,000
4343	US and Protectorate	MANTECA STADIUM CENTER	MANTECA STADIUM CENTER	2232 DANIELS STREET	MANTECA	CA	95337-0000	3,000
4347	US and Protectorate	3723 82ND ST	3723 82ND ST		FLUSHING	NY	11372-7031	7,904
4348	US and Protectorate	SILVER CITY GALLERIA	SILVER CITY GALLERIA	2 GALLERIA DRIVE	TAUNTON	MA	02780-6989	4,032
4349	US and Protectorate	720 N MAIN ST	720 N MAIN ST		TOOELE	UT	84074-1612	3,062
4350	US and Protectorate	5320 5TH AVE	5320 5TH AVE		BROOKLYN	NY	11220-3111	2,962
4356	US and Protectorate	EXTON SQUARE MALL	EXTON SQUARE MALL	182 EXTON SQUARE MALL	EXTON	PA	19341-2440	2,830
4358	US and Protectorate	110 W 34TH STREET	110 W 34TH STREET		NEW YORK	NY	10001-2910	5,629
4359	US and Protectorate	AURORA CITY PLACE	AURORA CITY PLACE	14152 E CEDAR AVE	AURORA	CO	80012-1419	6,538
4365	US and Protectorate	ANTELOPE VALLEY MALL	ANTELOPE VALLEY MALL	1233 W AVENUE P STE 537	PALMDALE	CA	93551-3983	3,304
4366	US and Protectorate	1021 BROAD ST	1021 BROAD ST		SUMTER	SC	29150-2504	4,264
4367	US and Protectorate	WOODS CREEK CENTER	WOODS CREEK CENTER	706 SOUTH RANDALL RD	ALGONQUIN	IL	60102-5915	3,021
4368	US and Protectorate	1034 NORTH STRATFORD RD	1034 NORTH STRATFORD RD		MOSES LAKE	WA	98837-1573	3,062
4370	US and Protectorate	6715 18TH AVE	6715 18TH AVE		BROOKLYN	NY	11204-4302	2,314
4371	US and Protectorate	1574 PITKIN AVE	1574 PITKIN AVE		BROOKLYN	NY	11212-4639	4,760
4374	US and Protectorate	2883 NORTH AVE	2883 NORTH AVE		GRAND JUNCTION	CO	81501-5064	3,062
4375	US and Protectorate	3070 STEINWAY ST	3070 STEINWAY ST		LONG ISLAND CITY	NY	11103-3802	3,130
4377	US and Protectorate	SOUTHPORT SC	SOUTHPORT SC	999 MONTAUK HWY	SHIRLEY	NY	11967-2113	5,096
4380	US and Protectorate	700 W 15TH ST	700 W 15TH ST		PLANO	TX	75075-8823	3,120
4384	US and Protectorate	MARCUS PLAZA	MARCUS PLAZA	624 W MAIN ST	NORWICH	CT	06360-6043	3,000
4386	US and Protectorate	CENTERPOINTE S C	CENTERPOINTE S C	1100 S MOUNT VERNON AVE	COLTON	CA	92324-4255	2,650
4387	US and Protectorate	ALAMONTE MALL	ALAMONTE MALL	451 E ALAMONTE DR	ALAMONTE SPRINGS	FL	32701-0000	3,563
4388	US and Protectorate	MOHAWK ACRES	MOHAWK ACRES	1762 BLACK RIVER BLVD N # 8	ROME	NY	13440-2454	3,125
4391	US and Protectorate	DESOTO SQUARE MALL	DESOTO SQUARE MALL	303 301 BLVD W	BRADENTON	FL	34205-7949	3,482
4394	US and Protectorate	LACEY MALL	LACEY MALL	344 MAIN ST	LANOKA HARBOR	NJ	08734-2830	3,200
4396	US and Protectorate	THE GATEWAY AT DETROIT	THE GATEWAY AT DETROIT	1371 WEST 8 MILE RD	HIGHLAND PARK	MI	48203-0000	7,500
4397	US and Protectorate	CORRIDOR MARKET PLACE	CORRIDOR MARKET PLACE	3337 CORRIDOR MARKET PLACE	LAUREL	MD	20724-2378	2,500
4401	US and Protectorate	BRIARWOOD MALL	BRIARWOOD MALL	488 BRIARWOOD CIRCLE	ANN ARBOR	MI	48108-1608	3,596
4402	US and Protectorate	ENTERPRISE SHOPPING CENTER	ENTERPRISE SHOPPING CENTER	9433 1/2 ANNAPOLIS RD	LANHAM	MD	20706-3020	4,451
4403	US and Protectorate	EMPIRE CENTER	EMPIRE CENTER	17064 SLOVER AVE STE C104	FONTANA	CA	92337-7592	3,203
4405	US and Protectorate	WESTFIELD TRUMBULL	WESTFIELD TRUMBULL	5065 MAIN ST	TRUMBULL	CT	06611-4204	3,200
4407	US and Protectorate	CROSSROADS PLAZA	CROSSROADS PLAZA	2505 WARWICK AVE	WARWICK	RI	02889-4262	2,400
4408	US and Protectorate	REGENCY SQUARE MALL	REGENCY SQUARE MALL	1420 PARHAM RD	RICHMOND	VA	23229-0000	2,800
4410	US and Protectorate	WOLFCHASE GALLERIA	WOLFCHASE GALLERIA	2760 N GERMAN TOWN PKWY	BARTLETT	TN	38133-8154	3,489
4412	US and Protectorate	LEBANON VALLEY MALL	LEBANON VALLEY MALL	2329 LEBANON VALLEY MALL	LEBANON	PA	17042-2567	2,500
4413	US and Protectorate	VACAVILLE COMMONS	VACAVILLE COMMONS	2060 HARBISON DR	VACAVILLE	CA	95687-3907	3,200
4414	US and Protectorate	CHICOPEE MARKETPLACE	CHICOPEE MARKETPLACE	591 MEMORIAL DR	CHICOPEE	MA	01020-5050	2,800
4415	US and Protectorate	THE SHOPS AT FOX RIVER	THE SHOPS AT FOX RIVER	2922 COMMERCE DR	JOHNSBURG	IL	60051-5409	3,000
4417	US and Protectorate	PEMBROKE LAKES MALL	PEMBROKE LAKES MALL	11401 PINES BLVD	PEMBROKE PINES	FL	33026-0000	3,092
4418	US and Protectorate	REGENCY SQUARE MALL	REGENCY SQUARE MALL	301 COX CREEK PKY	FLORENCE	AL	35630-1574	2,350
4420	US and Protectorate	MOUNTAIN RIVER PLAZA	MOUNTAIN RIVER PLAZA	510 N 2ND E STE 1	REXBURG	ID	83440-3566	2,893
4422	US and Protectorate	4312 I 75 BUSINESS SPUR	4312 I 75 BUSINESS SPUR		SAULT SAINTE MARIE	MI	49783-3620	3,062
4423	US and Protectorate	WINDWARD MALL	WINDWARD MALL	46-056 KAM HIGHWAY	KANEOHE	HI	96744-3755	3,261
4424	US and Protectorate	WAIPAHU TOWN CENTER	WAIPAHU TOWN CENTER	94-050 FARRINGTON HWY	WAIPAHU	HI	96797-1841	2,810
4426	US and Protectorate	PRINCE KUHIO PLAZA	PRINCE KUHIO PLAZA	111 E PUAJAKO ST	HILO	HI	96720-5288	2,914
4427	US and Protectorate	PEARLRIDGE CENTER UPTOWN	PEARLRIDGE CENTER UPTOWN	98-1005 MOANALUA RD	AIEA	HI	96701-4708	5,717
4431	US and Protectorate	146 SMITH ST	146 SMITH ST		PERTH AMBOY	NJ	08861-4312	2,442
4433	US and Protectorate	CROMWELL SQUARE	CROMWELL SQUARE	51 SHUNPIKE RD # 02	CROMWELL	CT	06416-2497	2,304
4434	US and Protectorate	CORTLANDVILLE CROSSING	CORTLANDVILLE CROSSING	854 STATE ROUTE 13	CORTLAND	NY	13045-3556	2,648
4435	US and Protectorate	COCONUT POINT TOWN CENTER	COCONUT POINT TOWN CENTER	8016 MEDITERRANEAN DR	ESTERO	FL	33928-0000	2,832
4437	US and Protectorate	MALLARD CROSSING SHOPPING CENTER	MALLARD CROSSING SHOPPING CENTER	851 MEACHAM RD	ELK GROVE VILLAGE	IL	60007-3073	2,354
4438	US and Protectorate	NORTHWEND SHOPPING CENTER	NORTHWEND SHOPPING CENTER	9511 N LAMAR BLVD	AUSTIN	TX	78753-4107	4,000
4441	US and Protectorate	SIEGEN PLAZA	SIEGEN PLAZA	6844 SIEGEN LANE	BATON ROUGE	LA	70809-4528	2,800
4442	US and Protectorate	MALL OF AMERICA	MALL OF AMERICA	150 N GARDENS	MINNEAPOLIS	MN	55425-5517	3,001
4444	US and Protectorate	KLAMATH WALMART	KLAMATH WALMART	3610 WASHBURN WAY	KLAMATH FALLS	OR	97603-4539	3,062
4449	US and Protectorate	DATE PALM PLAZA CENTER	DATE PALM PLAZA CENTER	31375 DATE PALM DRIVE	CATHEDRAL CITY	CA	92234-3020	2,820
4454	US and Protectorate	EAST MEADOW PLAZA	EAST MEADOW PLAZA	1950 HEMPSTEAD TPKE	EAST MEADOW	NY	11554-1712	3,025
4456	US and Protectorate	OTSEGO PLAZA	OTSEGO PLAZA	1221 M 89 STE 200	PLAINWELL	MI	49080-1135	2,600
4457	US and Protectorate	NORTH ANDOVER MALL	NORTH ANDOVER MALL	350 WINTHROP AVE	NORTH ANDOVER	MA	01845-4289	3,000
4458	US and Protectorate	MAGNOLIA MALL	MAGNOLIA MALL	2701 DAVID H MCLEOD BLVD	FLORENCE	SC	29501-4028	3,124
4459	US and Protectorate	1432 ROCKAWAY PKY	1432 ROCKAWAY PKY		BROOKLYN	NY	11236-2602	4,207
4462	US and Protectorate	NORTH MASSAPEQUA SC	NORTH MASSAPEQUA SC	4250 JERUSALEM AVE	MASSAPEQUA	NY	11758-3315	3,967
4472	US and Protectorate	NEWBURGH MALL	NEWBURGH MALL	1401 ROUTE 300	NEWBURGH	NY	12550-2991	3,672
4473	US and Protectorate	PLYMOUTH MEETING MALL	PLYMOUTH MEETING MALL	500 W GERMAN TOWN PIKE	PLYMOUTH MEETING	PA	19462-1327	4,197
4475	US and Protectorate	1406 KINGS HWY # 10	1406 KINGS HWY # 10		BROOKLYN	NY	11229-2004	2,538
4476	US and Protectorate	SOUTHLAKE MALL	SOUTHLAKE MALL	2460 SOUTHLAKE MALL	MORROW	GA	30260-2334	3,534
4477	US and Protectorate	TRI-CITY PLAZA	TRI-CITY PLAZA	174 TRI-CITY PLAZA	SOMERSWORTH	NH	03878-1801	2,945
4479	US and Protectorate	7731 GALL BOULEVARD	7731 GALL BOULEVARD		ZEPHYRHILLS	FL	33541-4315	2,800
4480	US and Protectorate	RIDGEDALE CENTER	RIDGEDALE CENTER	12685 WAYZATA BLVD STE 248	MINNETONKA	MN	55305-1941	3,014
4482	US and Protectorate	SUNVET MALL	SUNVET MALL	5801 SUNRISE HWY	HOLBROOK	NY	11741-4805	2,538
4483	US and Protectorate	TOWN CENTER AT COBB	TOWN CENTER AT COBB	400 BARRETT PARKWAY	KENNESAW	GA	30144-4985	3,234
4486	US and Protectorate	HARLEM IRVING MALL	HARLEM IRVING MALL	4202 N HARLEM AVE SUITE 100	NORRIDGE	IL	60706-1223	3,660
4487	US and Protectorate	100 W 5TH ST	100 W 5TH ST		DOUGLAS	AZ	85607-2849	3,062
4488	US and Protectorate	COTTONWOOD STATION MALL	COTTONWOOD STATION MALL	146 JUNCTION DR	GLEN CARBON	IL	62034-4322	3,000
4490	US and Protectorate	BARDIN SHOPPING CENTER	BARDIN SHOPPING CENTER	4638 S COOPER STREET # 196	ARLINGTON	TX	76017-5863	3,017
4494	US and Protectorate	FAIR OAKS MALL	FAIR OAKS MALL	2296 25TH ST SPACE E118	COLUMBUS	IN	47201-3200	2,855
4500	US and Protectorate	WAMPANOAG PLAZA	WAMPANOAG PLAZA	1925 PAWTUCKET AVE	EAST PROVIDENCE	RI	02914-1642	3,240
4501	US and Protectorate	MARSHALLS PLAZA	MARSHALLS PLAZA	1400 OAKLAWN AVE	CRANSTON	RI	02920-2643	2,767
4503	US and Protectorate	CARSON VALLEY PLAZA	CARSON VALLEY PLAZA	911 TOPSY LANE	CARSON CITY	NV	89705-8403	2,800
4505	US and Protectorate	1901 W PALMETTO ST	1901 W PALMETTO ST		FLORENCE	SC	29501-4051	3,060

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
4506	US and Protectorate	CARMEL MOUNTAIN PLAZA	CARMEL MOUNTAIN PLAZA	11946 CARMEL MOUNTAIN RD	SAN DIEGO	CA	92128-4641	2,700
4513	US and Protectorate	TOWSON TOWN CENTER	TOWSON TOWN CENTER	825 DULANEY VALLEY RD	TOWSON	MD	21204-1106	6,164
4514	US and Protectorate	HAWLEY LANE MALL	HAWLEY LANE MALL	100 HAWLEY LN	TRUMBULL	CT	06611-5330	2,554
4516	US and Protectorate	3953 BURBANK RD	3953 BURBANK RD		WOOSTER	OH	44691-8520	3,062
4517	US and Protectorate	360 EUBANK BLVD NE	360 EUBANK BLVD NE		ALBUQUERQUE	NM	87123-2755	3,120
4519	US and Protectorate	WENATCHEE VALLEY MALL	WENATCHEE VALLEY MALL	511 VALLEY MALL PKY	EAST WENATCHEE	WA	98802-4844	2,785
4521	US and Protectorate	COLLEGE PARK PLAZA SHOPPING CEN	COLLEGE PARK PLAZA SHOPPING CEN	3269 W 86TH ST STE D	INDIANAPOLIS	IN	46268-3606	2,800
4522	US and Protectorate	1660 PACKARD HWY	1660 PACKARD HWY		CHARLOTTE	MI	48813-9717	2,391
4523	US and Protectorate	1390 N FIRST	1390 N FIRST		HERMISTON	OR	97838-1102	3,672
4525	US and Protectorate	1085 OLD COUNTRY RD	1085 OLD COUNTRY RD		RIVERHEAD	NY	11901-2019	4,380
4526	US and Protectorate	3426 GARTH RD	3426 GARTH RD		BAYTOWN	TX	77521-3849	3,060
4527	US and Protectorate	ROOSEVELT MALL SHOPPING CENTER	ROOSEVELT MALL SHOPPING CENTER	2327 COTTMAN AVE	PHILADELPHIA	PA	19149-1008	2,850
4529	US and Protectorate	THE GALLERIA	THE GALLERIA	500 GALLERIA DR STE 128	JOHNSTOWN	PA	15904-8911	4,033
4534	US and Protectorate	5130 DIXIE HIGHWAY	5130 DIXIE HIGHWAY		WATERFORD	MI	48329-1713	2,391
4535	US and Protectorate	11022 SPRING CYPRESS RD	11022 SPRING CYPRESS RD	SUITE 100	TOMBALL	TX	77377-6519	2,800
4538	US and Protectorate	ATLANTIC SQUARE SHOPPING CENTER	ATLANTIC SQUARE SHOPPING CENTER	2150 S ATLANTIC BLVD SUITE 21	MONTEREY PARK	CA	91754-6802	4,140
4539	US and Protectorate	1204 GARTH BROOKS BLVD	1204 GARTH BROOKS BLVD		YUKON	OK	73099-4107	3,000
4541	US and Protectorate	SOUTH TOWNE CENTER	SOUTH TOWNE CENTER	10450 STATE ST STE 2214	SANDY	UT	84070-4194	2,891
4542	US and Protectorate	HARFORD MALL	HARFORD MALL	680 BEL AIR RD	BEL AIR	MD	21014-4223	3,159
4544	US and Protectorate	MIDPOINTE CENTER	MIDPOINTE CENTER	2910 TOWNE BLVD	MIDDLETOWN	OH	45044-6200	2,707
4545	US and Protectorate	NESHAMINY MALL	NESHAMINY MALL	801 NESHAMINY MALL	BENSALEM	PA	19120-1614	4,876
4546	US and Protectorate	BANGOR MALL	BANGOR MALL	663 STILLWATER AVE SPACE F-4	BANGOR	ME	04401-3642	2,824
4550	US and Protectorate	PORT HAVEN PLAZA	PORT HAVEN PLAZA	5020 NESCONSET HWY	SETAUKET	NY	11733-3457	3,121
4554	US and Protectorate	JEFFERSON VALLEY MALL	JEFFERSON VALLEY MALL	650 LEE BLVD SPACE F-22	YORKTOWN HEIGHTS	NY	10598-1100	3,244
4555	US and Protectorate	367 WASHINGTON ST	367 WASHINGTON ST		BOSTON	MA	02108-5110	5,582
4556	US and Protectorate	GREEN ACRES MALL	GREEN ACRES MALL	1142 GREEN ACRES MALL	VALLEY STREAM	NY	11581-1538	4,111
4557	US and Protectorate	THE QUARRY SHOPPING CENTER	THE QUARRY SHOPPING CENTER	9430 JOLIET RD	HODGKINS	IL	60525-7266	5,000
4559	US and Protectorate	CITRUS CENTER	CITRUS CENTER	2657 E GULF TO LAKE HIGHWAY	INVERNESS	FL	34453-3216	2,700
4564	US and Protectorate	SHOPPING AT THE ROSE	SHOPPING AT THE ROSE	2051 ROSE AVENUE	OXNARD	CA	93030-2685	3,000
4567	US and Protectorate	MANSFIELD CROSSING	MANSFIELD CROSSING	280 SCHOOL ST	MANSFIELD	MA	02048-1810	2,850
4570	US and Protectorate	ROUND LAKE COURT	ROUND LAKE COURT	272 E ROLLINS ROAD	ROUND LAKE BEACH	IL	60073-1330	3,511
4571	US and Protectorate	BARSTOW ROAD CENTER	BARSTOW ROAD CENTER	512 E VIRGINIA WAY	BARSTOW	CA	92311-3910	3,000
4574	US and Protectorate	SUGAR CREEK PLAZA II	SUGAR CREEK PLAZA II	6220 A WILMINGTON PIKE	DAYTON	OH	45459-0000	3,146
4575	US and Protectorate	KAMEHAMEHA S C	KAMEHAMEHA S C	1620 N SCHOOL ST	HONOLULU	HI	96817-1844	2,902
4580	US and Protectorate	1285-A BROADWAY	1285-A BROADWAY		BROOKLYN	NY	11221-2908	3,100
4583	US and Protectorate	PALM COAST LANDING AT TOWN CENT	PALM COAST LANDING AT TOWN CENT	5200 E HWY 100	PALM COAST	FL	32164-0000	2,800
4584	US and Protectorate	3690 S EL CAMINO REAL	3690 S EL CAMINO REAL		SAN MATEO	CA	94403-4421	5,325
4589	US and Protectorate	MALL IN COLUMBIA	MALL IN COLUMBIA	10300 LITTLE PATUXENT PARKW	COLUMBIA	MD	21044-7006	3,640
4590	US and Protectorate	1502 S RANGE LINE RD	1502 S RANGE LINE RD		JOPLIN	MO	64804-3229	3,060
4591	US and Protectorate	CHERRY HILL MALL	CHERRY HILL MALL	2000 ROUTE 38 UNIT 1013	CHERRY HILL	NJ	08002-2171	3,934
4595	US and Protectorate	117-08 LIBERTY AVE	117-08 LIBERTY AVE		JAMAICA	NY	11419-1922	4,720
4596	US and Protectorate	424 S BROADWAY	424 S BROADWAY		YONKERS	NY	10705-2301	3,250
4598	US and Protectorate	2817 N KANSAS EXPY	2817 N KANSAS EXPY		SPRINGFIELD	MO	65803-1017	3,060
4600	US and Protectorate	SHERMAN TOWN CENTER	SHERMAN TOWN CENTER	4172 TOWN CENTER STREET	SHERMAN	TX	75090-0000	2,934
4601	US and Protectorate	CARMAN'S PLAZA SHOPPING CENTER	CARMAN'S PLAZA SHOPPING CENTER	930 CARMANS ROAD	MASSAPEQUA	NY	11758-3505	2,899
4602	US and Protectorate	BORDER CROSSING CBD	BORDER CROSSING CBD	1119 FARRAGUT ST	LAREDO	TX	78400-5057	4,128
4610	US and Protectorate	APPLE BLOSSOM MALL	APPLE BLOSSOM MALL	1850 APPLE BLOSSOM MALL	WINCHESTER	VA	22601-0000	2,639
4612	US and Protectorate	4620 N. 27TH ST	4620 N. 27TH ST		LINCOLN	NE	68521-4700	3,060
4613	US and Protectorate	AMITY PLAZA	AMITY PLAZA	154 AMITY RD	NEW HAVEN	CT	06515-1405	2,888
4615	US and Protectorate	TECATE ROAD BORDER	TECATE ROAD BORDER	406 TECATE RD	TECATE	CA	91980-0000	5,016
4616	US and Protectorate	BOGEY HILLS PLAZA	BOGEY HILLS PLAZA	2047 ZUMBEHL ROAD	SAINT CHARLES	MO	63303-2723	3,200
4622	US and Protectorate	2826 CHURCH AVE	2826 CHURCH AVE		BROOKLYN	NY	11226-4106	2,735
4626	US and Protectorate	WESTBROOK PLAZA	WESTBROOK PLAZA	11 MAIN ST	WESTBROOK	ME	04092-4736	2,840
4628	US and Protectorate	AUBURN MALL	AUBURN MALL	550 CENTER ST	AUBURN	ME	04210-6314	3,623
4629	US and Protectorate	THE CROSSLANDS AT OSCEOLA PARK	THE CROSSLANDS AT OSCEOLA PARK	608 CENTERVIEW BLVD	KISSIMMEE	FL	34741-7649	6,004
4630	US and Protectorate	THE OUTLET COLLECTION - SEATTLE	THE OUTLET COLLECTION - SEATTLE	1101 OUTLET COLLECTION WAY	AUBURN	WA	98002-0000	4,080
4634	US and Protectorate	16932 EAST QUINCY AVENUE	16932 EAST QUINCY AVENUE		AURORA	CO	80015-2745	3,000
4635	US and Protectorate	MACDONALD 80 RETAIL CENTER	MACDONALD 80 RETAIL CENTER	4200 MACDONALD AVE STE G	RICHMOND	CA	94805-2315	3,000
4639	US and Protectorate	FOOTHILLS MALL	FOOTHILLS MALL	7475 N CHOLLA BLVD	TUCSON	AZ	85741-0000	3,204
4642	US and Protectorate	PRICES CORNER SHOPPING CENTER	PRICES CORNER SHOPPING CENTER	3208 KIRKWOOD HWY	WILMINGTON	DE	19808-6130	3,500
4645	US and Protectorate	875 UTICA AVE	875 UTICA AVE		BROOKLYN	NY	11203-4313	2,794
4646	US and Protectorate	OCEAN COUNTY MALL	OCEAN COUNTY MALL	1201 HOOPER AVE	TOMS RIVER	NJ	08753-3387	3,775
4649	US and Protectorate	REEF PLAZA	REEF PLAZA	3981 OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33311-1007	4,011
4650	US and Protectorate	1137 LIBERTY AVENUE	1137 LIBERTY AVENUE		BROOKLYN	NY	11208-3310	2,670
4659	US and Protectorate	GOLDENROD MARKETPLACE	GOLDENROD MARKETPLACE	5963 S GOLDENROD RD	ORLANDO	FL	32822-0000	6,000
4660	US and Protectorate	3401 ARAMINGO AVE	3401 ARAMINGO AVE		PHILADELPHIA	PA	19134-4507	3,790
4661	US and Protectorate	CONCORD MALL	CONCORD MALL	4737 CONCORD PIKE # SP400	WILMINGTON	DE	19803-1442	2,350
4664	US and Protectorate	SOMERSET PLAZA	SOMERSET PLAZA	375 AMHERST ST	NASHUA	NH	03063-1216	4,810
4666	US and Protectorate	EXPRESSWAY PLAZA	EXPRESSWAY PLAZA	2314 N OCEAN AVE	FARMINGVILLE	NY	11738-2909	3,200
4671	US and Protectorate	WESTFIELD SOUTH SHORE	WESTFIELD SOUTH SHORE	1701 SUNRISE HWY	BAY SHORE	NY	11706-6091	3,605
4672	US and Protectorate	ROCK HILL SHOPPING CENTER	ROCK HILL SHOPPING CENTER	2353 N CHERRY RD	ROCK HILL	SC	29732-2166	3,060
4677	US and Protectorate	EL PASEO POWER FLOOR	EL PASEO POWER FLOOR	2451 ROCKWOOD AVENUE SUIT	CALEXICO	CA	92231-4405	3,720
4680	US and Protectorate	924 CRESSWELL LN	924 CRESSWELL LN		OPELOUSAS	LA	70570-5820	3,825
4682	US and Protectorate	9636 AIRLINE HWY	9636 AIRLINE HWY		BATON ROUGE	LA	70815-5505	3,427
4685	US and Protectorate	231 FRONTAGE RD	231 FRONTAGE RD		PICAYUNE	MS	39466-7587	2,400
4691	US and Protectorate	WARWICK MALL	WARWICK MALL	400 BALD HILL RD STE 402	WARWICK	RI	02886-1690	3,418
4692	US and Protectorate	CINNAMINSON PLAZA SC	CINNAMINSON PLAZA SC	2501 RT 130	CINNAMINSON	NJ	08077-3018	2,500
4693	US and Protectorate	OAKWOOD PLAZA	OAKWOOD PLAZA	3771 OAKWOOD BLVD.	HOLLYWOOD	FL	33020-7112	3,000
4695	US and Protectorate	VESTAL TOWN SQUARE	VESTAL TOWN SQUARE	2409 VESTAL PARKWAY E	VESTAL	NY	13850-2018	4,100
4697	US and Protectorate	CAPITAL SHOPPING CENTER	CAPITAL SHOPPING CENTER	80 STORRS ST	CONCORD	NH	03301-4840	3,000
4741	US and Protectorate	MICRONESIA MALL	MICRONESIA MALL	1088 W MARINE DR	DEDEDO	GU	96929-1530	2,950
4744	US and Protectorate	GUAM PREMIER OUTLETS	GUAM PREMIER OUTLETS	199 CHALAN SAN ANTONIO DR	BARRIGADA	GU	96913-3513	3,575
4746	US and Protectorate	HIRAM PAVILLION	HIRAM PAVILLION	5140 JIMMY LEE SMITH PKWY	HIRAM	GA	30141-2736	2,800
4753	US and Protectorate	FAIRLESS HILLS S/C	FAIRLESS HILLS S/C	485 OXFORD VALLEY ROAD	FAIRLESS HILLS	PA	19030-4202	3,000
4754	US and Protectorate	SOUTH TOWN PLAZA	SOUTH TOWN PLAZA	3333 W HENRIETTA RD	ROCHESTER	NY	14623-3543	3,150
4756	US and Protectorate	AVIATION MALL	AVIATION MALL	578 AVIATION MALL RD	GLENS FALLS	NY	12804-1882	4,000
4761	US and Protectorate	HANOVER MALL	HANOVER MALL	1775 WASHINGTON ST	HANOVER	MA	02339-1701	3,699
4763	US and Protectorate	FIELDS CORNER SHOPPING CENTER	FIELDS CORNER SHOPPING CENTER	512 GENEA AVENUE	DORCHESTER	MA	02122-1321	3,760
4764	US and Protectorate	RED BLUFF SHOPPING CENTER	RED BLUFF SHOPPING CENTER	1005 S MAIN STREET	RED BLUFF	CA	96080-4360	3,000
4765	US and Protectorate	ESSEX PLAZA	ESSEX PLAZA	700 ESSEX ST	LAWRENCE	MA	01841-4335	4,000
4768	US and Protectorate	DUDLEY FARMS PLAZA	DUDLEY FARMS PLAZA	220 RHL BLVD	CHARLESTON	WV	25309-8262	3,600
4769	US and Protectorate	6679 FRESH POND RD	6679 FRESH POND RD		FLUSHING	NY	11385-3948	2,650
4770	US and Protectorate	439 86TH ST	439 86TH ST		BROOKLYN	NY	11209-4707	3,000
4771	US and Protectorate	LEHIGH VALLEY MALL	LEHIGH VALLEY MALL	257 LEHIGH VALLEY MALL	WHITEHALL	PA	18052-5719	4,043

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
4772	US and Protectorate	QUEEN KAAHUMANU CENTER	QUEEN KAAHUMANU CENTER	275 KAAHUMANU AVENUE	KAHULUI	HI	96732-1630	3,319
4773	US and Protectorate	SQUARE ONE MALL	SQUARE ONE MALL	1201 BROADWAY	SAUGUS	MA	01906-4182	3,812
4775	US and Protectorate	HECHINGER MALL SC	HECHINGER MALL SC	1548B BENNING RD NE	WASHINGTON	DC	20002-4516	8,893
4777	US and Protectorate	6229 BELLAIRE BLVD	6229 BELLAIRE BLVD		HOUSTON	TX	77081-4901	4,455
4781	US and Protectorate	1540 WAKARUSA RD	1540 WAKARUSA RD	SPACE A	LAWRENCE	KS	66047-2096	5,706
4782	US and Protectorate	SUMMIT PLAZA	SUMMIT PLAZA	370 W PLEASANTVIEW AVE	HACKENSACK	NJ	07601-1067	2,749
4784	US and Protectorate	8510 SPRINGBROOK DRIVE	8510 SPRINGBROOK DRIVE		COON RAPIDS	MN	55433-6085	3,120
4786	US and Protectorate	1 S WASHINGTON AVE	1 S WASHINGTON AVE		BERGENFIELD	NJ	07621-2324	2,610
4787	US and Protectorate	37-40 74TH STREET	37-40 74TH STREET		JACKSON HEIGHTS	NY	11372-6338	3,339
4788	US and Protectorate	SPRINGFIELD COMMONS	SPRINGFIELD COMMONS	1059 BOSTON ROAD	SPRINGFIELD	MA	01119-0000	3,312
4789	US and Protectorate	LINDEN SHOPPING CENTER	LINDEN SHOPPING CENTER	1601 W EDGAR ROAD	LINDEN	NJ	07036-6421	3,416
4793	US and Protectorate	CONROE MARKETPLACE SC	CONROE MARKETPLACE SC	2904 I-45 N	CONROE	TX	77303-0000	3,462
4795	US and Protectorate	1022 SPRINGFIELD AVE	1022 SPRINGFIELD AVE		IRVINGTON	NJ	07111-2025	3,815
4796	US and Protectorate	MCLENDON TOWNE CROSSING	MCLENDON TOWNE CROSSING	215 WEST ROAD	HOUSTON	TX	77038-2601	4,624
4798	US and Protectorate	NORTH CREEK PLAZA MAR	NORTH CREEK PLAZA MAR	7411 SAN DARIO	LAREDO	TX	78045-7220	4,489
4799	US and Protectorate	CROSS CREEK MALL	CROSS CREEK MALL	106 CROSS CREEK MALL	FAYETTEVILLE	NC	28303-7238	3,049
4800	US and Protectorate	MENLO PARK	MENLO PARK	55 PARSONAGE RD	EDISON	NJ	08837-0000	3,553
4804	US and Protectorate	1730 SW WANAMAKER ROAD	1730 SW WANAMAKER ROAD		TOPEKA	KS	66604-3813	4,067
4805	US and Protectorate	3773 NOSTRAND AVE	3773 NOSTRAND AVE		BROOKLYN	NY	11235-2012	2,660
4808	US and Protectorate	ARROWHEAD TOWNE CENTER	ARROWHEAD TOWNE CENTER	7700 W ARROWHEAD TOWNE C	GLENDALE	AZ	85308-8616	2,901
4810	US and Protectorate	GARDEN CITY PARK S/C	GARDEN CITY PARK S/C	2405A JERICHO TPKE	GARDEN CITY PARK	NY	11040-4710	3,482
4812	US and Protectorate	LIBERTY CENTER SHOPPING CENTER	LIBERTY CENTER SHOPPING CENTER	3702 LIBERTY AVENUE	ERIE	PA	16508-2537	3,544
4813	US and Protectorate	SHOP RITE SHOPPING CENTER	SHOP RITE SHOPPING CENTER	965 RICHMOND AVENUE	STATEN ISLAND	NY	10314-1568	2,600
4814	US and Protectorate	VILLAGE AT WAUGH CHAPEL	VILLAGE AT WAUGH CHAPEL	2616B CHAPEL LAKE DRIVE	GAMBRILLS	MD	21054-1637	2,506
4815	US and Protectorate	LINCOLN CENTRE	LINCOLN CENTRE	26142 GREENFIELD	OAK PARK	MI	48237-1050	3,600
4817	US and Protectorate	DRAPER PEAKS	DRAPER PEAKS	183 E 12300 SOUTH	DRAPER	UT	84020-8186	3,276
4818	US and Protectorate	PEARL HIGHLANDS CENTER	PEARL HIGHLANDS CENTER	1000 KAMEHAMEHA HWY	PEARL CITY	HI	96782-2596	3,073
4820	US and Protectorate	1600 EAST FRANKLIN BLVD	1600 EAST FRANKLIN BLVD		GASTONIA	NC	28054-4747	4,648
4822	US and Protectorate	934 MARKET STREET	934 MARKET STREET		SAN FRANCISCO	CA	94102-2823	9,042
4823	US and Protectorate	SUPERSTITION SPRINGS S/C	SUPERSTITION SPRINGS S/C	1455 S POWER ROAD STE 101	MTESA	AZ	85206-3754	3,000
4827	US and Protectorate	136 S W GREENVILLE BLVD	136 S W GREENVILLE BLVD		GREENVILLE	NC	27834-6906	3,829
4831	US and Protectorate	K MART CENTER EAST	K MART CENTER EAST	4415 BUFFALO RD	ERIE	PA	16510-2202	3,000
4833	US and Protectorate	STATEN ISLAND MALL	STATEN ISLAND MALL	2655 RICHMOND AVENUE	STATEN ISLAND	NY	10314-5821	3,847
4834	US and Protectorate	GREAT MALL OF BAY AREA	GREAT MALL OF BAY AREA	200 GREAT MALL DR	MILPITAS	CA	95035-0000	3,020
4835	US and Protectorate	GENESEE VALLEY CENTER	GENESEE VALLEY CENTER	3321 S LINDEN ROAD SP327	FLINT	MI	48507-3007	4,886
4836	US and Protectorate	PLAZA AT KING OF PRUSSIA	PLAZA AT KING OF PRUSSIA	160 N GULPH ROAD	KING OF PRUSSIA	PA	19406-0000	3,370
4837	US and Protectorate	FAIR LAKES CENTER	FAIR LAKES CENTER	12999 FAIRLAKES CENTER	FAIRFAX	VA	22033-4402	3,750
4840	US and Protectorate	ONE AND OLNEY S/C	ONE AND OLNEY S/C	101 EAST OLNEY AVENUE	PHILADELPHIA	PA	19120-2421	2,500
4844	US and Protectorate	THE MALL AT STEAMTOWN	THE MALL AT STEAMTOWN	116 THE MALL AT STEAMTOWN	SCRANTON	PA	18503-2035	3,898
4848	US and Protectorate	540 CENTRAL AVENUE	540 CENTRAL AVENUE		EAST ORANGE	NJ	07018-1923	3,000
4849	US and Protectorate	FOX RUN MALL	FOX RUN MALL	50 FOX RUN ROAD	NEWINGTON	NH	03801-2851	5,021
4856	US and Protectorate	THE PLAZA AT BRANDON TOWN CENTER	THE PLAZA AT BRANDON TOWN CENTER	175 BRANDON TOWN CENTER D	BRANDON	FL	33511-4754	3,150
4857	US and Protectorate	MALL AT FAIRFIELD COMMONS	MALL AT FAIRFIELD COMMONS	2727 FAIRFIELD COMMONS	BEAVERCREEK	OH	45431-3778	2,749
4860	US and Protectorate	CHICAGO RIDGE MALL	CHICAGO RIDGE MALL	100 CHICAGO RIDGE MALL	CHICAGO RIDGE	IL	60415-2601	2,923
4862	US and Protectorate	WESTFIELD BRANDON	WESTFIELD BRANDON	659 BRANDON TOWN CENTER M	BRANDON	FL	33511-5005	3,940
4864	US and Protectorate	VOLUSIA MALL	VOLUSIA MALL	1700 VOLUSIA AVENUE #434	DAYTONA BEACH	FL	32114-1361	3,189
4866	US and Protectorate	2902-2906 3RD AVENUE	2902-2906 3RD AVENUE		BRONX	NY	10455-2601	4,471
4867	US and Protectorate	ORLAND SQUARE	ORLAND SQUARE	602 ORLAND SQUARE	ORLAND PARK	IL	60462-3219	3,091
4868	US and Protectorate	DUTCHESS CENTER	DUTCHESS CENTER	645 DUTCHESS TURNPIKE	POUGHKEEPSIE	NY	12603-1907	3,310
4870	US and Protectorate	WESTFIELD SHOPS	WESTFIELD SHOPS	451 E MAIN STREET	WESTFIELD	MA	01085-3312	3,400
4874	US and Protectorate	BROADWAY MALL	BROADWAY MALL	204 BROADWAY MALL	HICKSVILLE	NY	11801-2709	3,750
4876	US and Protectorate	CRYSTAL MALL	CRYSTAL MALL	850 HARTFORD TURNPIKE	WATERFORD	CT	06385-4201	3,555
4877	US and Protectorate	OAKHURST MARKETPLACE	OAKHURST MARKETPLACE	4002 HWY 49 SUITE 2	OAKHURST	CA	93644-8825	3,000
4880	US and Protectorate	HILL RANCH TOWNE CENTER	HILL RANCH TOWNE CENTER	26756 PORTOLA PARKWAY	FOOTHILL RANCH	CA	92610-1751	3,600
4884	US and Protectorate	CARRILON PLAZA	CARRILON PLAZA	5072 AIRPORT ROAD NORTH	NAPLES	FL	34105-2414	3,000
4889	US and Protectorate	11106 N W 7TH AVENUE	11106 N W 7TH AVENUE		MIAMI	FL	33168-2202	4,132
4892	US and Protectorate	1071 NORTH COLLINS STREET	1071 NORTH COLLINS STREET		ARLINGTON	TX	76011-6133	3,799
4895	US and Protectorate	THE OUTLETS AT SPARKS	THE OUTLETS AT SPARKS	1320 E LINCOLN WAY	SPARKS	NV	89434-8053	7,500
4896	US and Protectorate	POTOMAC MILLS	POTOMAC MILLS	2700 POTOMAC MILLS CIRCLE	WOODBIDGE	VA	22192-4625	4,941
4898	US and Protectorate	BRISTOL PLAZA	BRISTOL PLAZA	615 FARMINGTON AVE	BRISTOL	CT	06010-3934	7,489
4900	US and Protectorate	CHARTER OAK MARKET PLACE	CHARTER OAK MARKET PLACE	71 WILLIAM SHORTY CAMPBELL	HARTFORD	CT	06106-0000	3,000
4901	US and Protectorate	VIRGINIA GATEWAY	VIRGINIA GATEWAY	13289 GATEWAY CENTER DR	GAINESVILLE	VA	20155-2989	5,692
4911	US and Protectorate	ELLSWORTH PLACE MALL	ELLSWORTH PLACE MALL	8661 COLESVILLE RD	SILVER SPRING	MD	20910-3942	3,574
4935	US and Protectorate	RIVERCHASE GALLERIA	RIVERCHASE GALLERIA	2000 RIVERCHASE GALLERIA	HOOVER	AL	35244-2316	2,821
4946	US and Protectorate	WEST BROADWARD SHOPPING CENTER	WEST BROADWARD SHOPPING CENTER	3925 WEST BROADWARD BLVD	FORT LAUDERDALE	FL	33312-1042	3,216
4949	US and Protectorate	BROADCASTING SQUARE SC	BROADCASTING SQUARE SC	2779 PAPER MILL RD	READING	PA	19610-3329	2,500
4953	US and Protectorate	WESTFIELD OAKRIDGE	WESTFIELD OAKRIDGE	925 BLOSSOM HILLS RD SUITE#	SAN JOSE	CA	95123-1242	3,486
4958	US and Protectorate	NORTHPARK MALL	NORTHPARK MALL	101 RANGELINE ROAD	JOPLIN	MO	64801-4118	3,682
4959	US and Protectorate	SUN PLAZA	SUN PLAZA	763 S VERMONT	LOS ANGELES	CA	90005-1518	4,020
4960	US and Protectorate	5001 W HWY 290	5001 W HWY 290		AUSTIN	TX	78735-6703	4,300
4966	US and Protectorate	317 CENTRAL AVE	317 CENTRAL AVE		JERSEY CITY	NJ	07307-2915	4,018
4970	US and Protectorate	210 W. MARIPOSA ROAD	210 W. MARIPOSA ROAD		NOGALES	AZ	85621-0000	3,000
4972	US and Protectorate	K-MART PLAZA SHOPPING CENTER	K-MART PLAZA SHOPPING CENTER	2200 HARBOR BLVD	COSTA MESA	CA	92627-5846	3,010
4973	US and Protectorate	1275 HIGHWAY 10 WEST	1275 HIGHWAY 10 WEST		DETROIT LAKES	MN	56502-0000	3,060
4974	US and Protectorate	1273 DEER PARK AVENUE	1273 DEER PARK AVENUE		NORTH BABYLON	NY	11703-3104	3,050
4976	US and Protectorate	2199 WEST FLAGLER STREET	2199 WEST FLAGLER STREET		MIAMI	FL	33135-1638	4,323
4990	US and Protectorate	311 WEST SHAW AVENUE SPACE B	311 WEST SHAW AVENUE SPACE B		CLOVIS	CA	93612-3685	3,040
4992	US and Protectorate	200 AVENUE RAFAEL CORDERO	200 AVENUE RAFAEL CORDERO	PLAZA CENTRO 1 SPACE 60	CAGUAS	PR	00725-5200	3,000
4993	US and Protectorate	6725 PACIFIC BLVD	6725 PACIFIC BLVD		HUNTINGTON PARK	CA	90255-4109	4,275
4995	US and Protectorate	KINGS PLAZA	KINGS PLAZA	5402 KINGS PLAZA SPC 126	BROOKLYN	NY	11234-5217	3,459
5005	US and Protectorate	WOODLAND PLAZA 11	WOODLAND PLAZA 11	176 NIBLICKS ROAD	PASO ROBLES	CA	93446-4842	2,940
5007	US and Protectorate	HOMESTEAD TOWN SQUARE	HOMESTEAD TOWN SQUARE	805 N HOMESTEAD BLVD	HOMESTEAD	FL	33033-0000	4,105
5008	US and Protectorate	NORTHTOWN VILLAGE SC	NORTHTOWN VILLAGE SC	3708 EAST HAMMER LANE	STOCKTON	CA	95212-2811	3,914
5009	US and Protectorate	WESTFIELD CENTER	WESTFIELD CENTER	9409 SHERIDAN BLVD	WESTMINSTER	CO	80031-6532	3,730
5016	US and Protectorate	GALLERIA AT SUNSET	GALLERIA AT SUNSET	1300 W SUNSET ROAD SPACE 1	HENDERSON	NV	89014-6626	4,000
5017	US and Protectorate	WESTFIELD TOPANGA	WESTFIELD TOPANGA	6600 TOPANGA CANYON BLVD	CANOGA PARK	CA	91303-0000	2,838
5018	US and Protectorate	34 S 52ND ST	34 S 52ND ST		PHILADELPHIA	PA	19139-3403	4,415
5019	US and Protectorate	DUDLEY SQUARE	DUDLEY SQUARE	2189 WASHINGTON STREET	ROXBURY	MA	02119-2023	2,529
5020	US and Protectorate	EPPING CROSSING	EPPING CROSSING	29 FRESH RIVER ROAD	EPPING	NH	03042-2222	3,000
5021	US and Protectorate	51-57 BOSTON AVENUE	51-57 BOSTON AVENUE		BRIDGEPORT	CT	06610-1601	5,279
5022	US and Protectorate	HOLMDEL TOWNE CENTER	HOLMDEL TOWNE CENTER	2107 HWY 35	HOLMDEL	NJ	07733-2743	2,520
5025	US and Protectorate	CLINTON CROSSING S C	CLINTON CROSSING S C	8765 BRANCH AVE	CLINTON	MD	20735-2630	2,800
5026	US and Protectorate	CORTLANDT TOWN CENTER	CORTLANDT TOWN CENTER	3137 MAIN ST	MOHEGAN LAKE	NY	10547-1521	3,597
5027	US and Protectorate	BAY HARBOR PLAZA	BAY HARBOR PLAZA	55 BRICK BLVD	BRICK	NJ	08723-7922	2,500

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
5028	US and Protectorate	KOHL'S PLAZA	KOHL'S PLAZA	1248 S BROAD STREET	WALLINGFORD	CT	06492-1715	2,710
5030	US and Protectorate	20461 REDWOOD ROAD	20461 REDWOOD ROAD		CASTRO VALLEY	CA	94546-4315	4,347
5034	US and Protectorate	SPRING CYPRESS SC	SPRING CYPRESS SC	26084 HWY 290 W	CYPRESS	TX	77429-1050	2,800
5042	US and Protectorate	744 ALLERTON AVENUE	744 ALLERTON AVENUE		BRONX	NY	10467-8702	2,900
5043	US and Protectorate	WESTFIELD SANTA ANITA	WESTFIELD SANTA ANITA	400 S BALDWIN	ARCADIA	CA	91007-1900	3,211
5044	US and Protectorate	ALA MOANA PLAZA	ALA MOANA PLAZA	451 PIIKOI STREET	HONOLULU	HI	96814-4220	3,080
5045	US and Protectorate	ABINGTON TOWNE CENTER	ABINGTON TOWNE CENTER	1475 OLD YORK ROAD	ABINGTON	PA	19001-1917	3,220
5046	US and Protectorate	89-22 JAMAICA AVENUE	89-22 JAMAICA AVENUE		JAMAICA	NY	11421-2040	2,680
5051	US and Protectorate	HOLYOKE MALL	HOLYOKE MALL	50 HOLYOKE ST	HOLYOKE	MA	01040-0000	3,477
5053	US and Protectorate	BELLINGHAM SQUARE	BELLINGHAM SQUARE	464 BROADWAY	CHELSEA	MA	02150-2855	3,000
5056	US and Protectorate	9400 LIBERTY AVENUE	9400 LIBERTY AVENUE		OZONE PARK	NY	11417-1550	3,300
5057	US and Protectorate	147-05-07 JAMAICA AVENUE	147-05-07 JAMAICA AVENUE		JAMAICA	NY	11435-3629	3,270
5066	US and Protectorate	CENTRE AT GLEN BURNIE	CENTRE AT GLEN BURNIE	6711 GOV RITCHIE HWY SPC 60	GLEN BURNIE	MD	21061-2362	2,820
5067	US and Protectorate	MARKET PLACE SHOPPING CENTER	MARKET PLACE SHOPPING CENTER	2000 N NEIL STREET	CHAMPAIGN	IL	61820-7808	4,408
5068	US and Protectorate	4260 EAST ALAMEDA	4260 EAST ALAMEDA		GLENDALE	CO	80246-1070	3,062
5071	US and Protectorate	428 UTICA AVENUE	428 UTICA AVENUE		BROOKLYN	NY	11213-5903	2,785
5072	US and Protectorate	RIVERCREST CENTER	RIVERCREST CENTER	4833 CAL-SAG RD	CRESTWOOD	IL	60445-4415	2,973
5075	US and Protectorate	VAN NUYS SHOPPING CENTER	VAN NUYS SHOPPING CENTER	6633 VAN NUYS BLVD	VAN NUYS	CA	91405-4618	4,500
5076	US and Protectorate	9855 SO PARKER ROAD	9855 SO PARKER ROAD		PARKER	CO	80134-8815	3,730
5081	US and Protectorate	1624 AVENUE U	1624 AVENUE U		BROOKLYN	NY	11229-3810	3,179
5083	US and Protectorate	SOUTHPORT PLAZA	SOUTHPORT PLAZA	7380 GREEN BAY ROAD	KENOSHA	WI	53142-3517	6,605
5085	US and Protectorate	3141 VETERANS BLVD	3141 VETERANS BLVD		METAIRIE	LA	70002-6047	3,120
5089	US and Protectorate	MKTPLACE AT LAGUNA NIGUEL	MKTPLACE AT LAGUNA NIGUEL	27230-C ALICIA PARKWAY	LAGUNA NIGUEL	CA	92677-3414	3,200
5090	US and Protectorate	LOS ALTOS PLAZA	LOS ALTOS PLAZA	2280 BELLFLOWER BLVD	LONG BEACH	CA	90815-2017	3,834
5093	US and Protectorate	THE MALL AT WHITNEY FIELD	THE MALL AT WHITNEY FIELD	100 COMMERCIAL ROAD	LEOMINSTER	MA	01453-3342	3,084
5094	US and Protectorate	PINEWOOD SQUARE S C	PINEWOOD SQUARE S C	906 NORTH SPENCE	GOLDSBORO	NC	27534-4200	3,800
5098	US and Protectorate	201 EAST FRONT STREET	201 EAST FRONT STREET		PLAINFIELD	NJ	07060-1316	3,819
5104	US and Protectorate	BENNINGTON SQUARE S/C	BENNINGTON SQUARE S/C	101 BENNINGTON SQUARE	BENNINGTON	VT	05201-1941	3,000
5107	US and Protectorate	CENTURY CENTER	CENTURY CENTER	377 MEMORIAL AVENUE	WEST SPRINGFIELD	MA	01089-4007	2,922
5108	US and Protectorate	3170 LONG BEACH ROAD	3170 LONG BEACH ROAD		OCEANSIDE	NY	11572-4109	4,195
5113	US and Protectorate	3740 BLOOMINGTON ST	3740 BLOOMINGTON ST		COLORADO SPRINGS	CO	80922-3200	2,990
5116	US and Protectorate	NATICK MALL	NATICK MALL	1245 WORCESTER ST	NATICK	MA	01760-1553	3,179
5118	US and Protectorate	MACARTHUR CENTER MALL	MACARTHUR CENTER MALL	300 MONTICELLO AVE	NORFOLK	VA	23510-0000	2,800
5120	US and Protectorate	MAINE MALL	MAINE MALL	379 MAINE MALL	SOUTH PORTLAND	ME	04106-3237	3,129
5121	US and Protectorate	6079 JERICHO TURNPIKE	6079 JERICHO TURNPIKE		COMMACK	NY	11725-2803	5,246
5123	US and Protectorate	7 EAST BURNSIDE AVE	7 EAST BURNSIDE AVE		BRONX	NY	10453-4103	3,000
5125	US and Protectorate	REGO CENTER	REGO CENTER	61-35 JUNCTION BOULEVARD	REGO PARK	NY	11374-0000	2,961
5126	US and Protectorate	WESTVIEW COMMONS	WESTVIEW COMMONS	1594 BUTTITTI RD	STREAMWOOD	IL	60107-2297	3,000
5127	US and Protectorate	BOYNTON BEACH MALL	BOYNTON BEACH MALL	801 N CONGRESS AVE	BOYNTON BEACH	FL	33426-3334	3,143
5130	US and Protectorate	CITY MARKET PLACE	CITY MARKET PLACE	2415 N HASKELL AVENUE SPACI	DALLAS	TX	75204-3782	6,200
5133	US and Protectorate	THE WOODLANDS MALL	THE WOODLANDS MALL	1201 LAKE WOODLANDS DRIVE	THE WOODLANDS	TX	77380-0000	3,828
5137	US and Protectorate	SMITH HAVEN MALL	SMITH HAVEN MALL	502 SMITH HAVEN MALL	LAKE GROVE	NY	11755-0000	4,201
5143	US and Protectorate	THE MEADOWS MALL	THE MEADOWS MALL	4300 MEADOWS LANE	LAS VEGAS	NV	89107-3000	3,832
5144	US and Protectorate	WESTFIELD PALM DESERT	WESTFIELD PALM DESERT	72840 HWY 111 SPACE D162	PALM DESERT	CA	92260-3333	3,000
5147	US and Protectorate	BERKSHIRE SHOPPING CENTER	BERKSHIRE SHOPPING CENTER	67 NEWTOWN RD	DANBURY	CT	06810-0000	3,136
5148	US and Protectorate	THE CITADEL	THE CITADEL	750 CITADEL MALL DRIVE	COLORADO SPRINGS	CO	80909-0000	3,237
5150	US and Protectorate	THORNDALE S/C	THORNDALE S/C	3451 E LINCOLN HWY	THORNDALE	PA	19372-1014	4,000
5151	US and Protectorate	MARUMSCO PLAZA	MARUMSCO PLAZA	13961 JEFFERSON DAVIS PKWY	WOODBIDGE	VA	22171-2010	2,500
5157	US and Protectorate	FRISCO STATION MALL	FRISCO STATION MALL	2001 W WALNUT STREET	ROGERS	AR	72756-3243	3,850
5160	US and Protectorate	YORK RIVER CROSSING SHOPPING CE	YORK RIVER CROSSING SHOPPING CE	2365 YORK CROSSING DRIVE	HAYES	VA	23072-3643	2,800
5161	US and Protectorate	PALM PLAZA SHOPPING CENTER	PALM PLAZA SHOPPING CENTER	4462 BEE RIDGE ROAD SPACE #	SARASOTA	FL	34233-2502	3,290
5166	US and Protectorate	CLAREMONT MARKET PLACE	CLAREMONT MARKET PLACE	345 WASHINGTON ST	CLAREMONT	NH	03743-2774	2,500
5167	US and Protectorate	PENNSVILLE S/C	PENNSVILLE S/C	251 N BROADWAY AVE #48	PENNSVILLE	NJ	08070-1200	2,700
5169	US and Protectorate	2201 NOSTRAND AVENUE	2201 NOSTRAND AVENUE		BROOKLYN	NY	11210-3030	3,326
5171	US and Protectorate	102-18 ROOSEVELT AVENUE	102-18 ROOSEVELT AVENUE		FLUSHING	NY	11368-2332	2,346
5176	US and Protectorate	MAIN PLACE MALL	MAIN PLACE MALL	390 MAIN STREET	BUFFALO	NY	14202-3702	2,866
5178	US and Protectorate	SEVEN CORNERS CENTER	SEVEN CORNERS CENTER	6310 SEVEN CORNERS CENTER	FALLS CHURCH	VA	22044-2409	3,085
5179	US and Protectorate	CROSSGATES MALL	CROSSGATES MALL	1 CROSSGATES MALL RD	ALBANY	NY	12203-5385	3,780
5180	US and Protectorate	BELTWAY PLAZA MALL	BELTWAY PLAZA MALL	6000 GREENBELT ROAD	GREENBELT	MD	20770-1018	3,800
5187	US and Protectorate	PLAZA SAN BENITO	PLAZA SAN BENITO	1760 AIRLINE HIGHWAY SUITE K	HOLLISTER	CA	95023-5634	3,600
5192	US and Protectorate	16TH STREET MALL	16TH STREET MALL	821 16TH ST	DENVER	CO	80202-3205	2,716
5196	US and Protectorate	NORTHSHORE MALL	NORTHSHORE MALL	210 ANDOVER ST	PEABODY	MA	01960-1647	2,804
5197	US and Protectorate	CARBON PLAZA S/C	CARBON PLAZA S/C	1205 BLAKESLEE BLVD DR E	LEHIGHTON	PA	18235-2404	3,574
5201	US and Protectorate	WESTSHORE PLAZA	WESTSHORE PLAZA	1823 E SHERMAN BLVD	MUSKEGON	MI	49444-1856	3,200
5203	US and Protectorate	NORTH HAVEN SC	NORTH HAVEN SC	210 UNIVERSAL DRIVE N	NORTH HAVEN	CT	06473-3143	6,401
5208	US and Protectorate	MANCHESTER PARKADE	MANCHESTER PARKADE	372 W MIDDLE TURNPIKE	MANCHESTER	CT	06040-3824	3,000
5211	US and Protectorate	WALMART SUPERCENTER	WALMART SUPERCENTER	17776 NW 57TH AVE	HIALEAH	FL	33015-5118	2,800
5216	US and Protectorate	PLAZA 35	PLAZA 35	1825 HWY 35 #3	WALL TOWNSHIP	NJ	07719-3541	2,500
5222	US and Protectorate	THE MARKETPLACE AT AUGUSTA	THE MARKETPLACE AT AUGUSTA	15 STEPHEN KING DR	AUGUSTA	ME	04330-0000	3,000
5232	US and Protectorate	713 WEST MAIN STREET	713 WEST MAIN STREET		LEXINGTON	SC	29072-2505	3,968
5234	US and Protectorate	2600 SONCY ROAD	2600 SONCY ROAD		AMARILLO	TX	79124-2302	3,600
5235	US and Protectorate	13020 E SPRAGUE AVE	13020 E SPRAGUE AVE		SPOKANE VALLEY	WA	99216-0734	4,032
5244	US and Protectorate	2124 GUNBARREL ROAD	2124 GUNBARREL ROAD		CHATTANOOGA	TN	37421-2607	3,200
5245	US and Protectorate	NORTHBRIDGE FASHION CENTER	NORTHBRIDGE FASHION CENTER	9301 TAMPA AVENUE	NORTHBRIDGE	CA	91324-2503	3,110
5249	US and Protectorate	PALM PROMENADE	PALM PROMENADE	662 DENNERY ROAD SPACE 103	SAN DIEGO	CA	92154-8402	4,120
5255	US and Protectorate	530 SE 192ND AVE	530 SE 192ND AVE	SUITE 104	VANCOUVER	WA	98683-9681	3,100
5256	US and Protectorate	WALNUT HILL PLAZA	WALNUT HILL PLAZA	1500 DIAMOND HILL RD	WOONSOCKET	RI	02895-1547	3,207
5260	US and Protectorate	3625 E GRAND RIVER AVE	3625 E GRAND RIVER AVE		HOWELL	MI	48843-8516	3,062
5262	US and Protectorate	ENTERPRISE PLAZA SHOPPING CENTE	ENTERPRISE PLAZA SHOPPING CENTE	6140 UNIVERSITY	HUNTSVILLE	AL	35806-1772	3,400
5266	US and Protectorate	COUNTRYSIDE PLAZA	COUNTRYSIDE PLAZA	1800 COUNTRYSIDE DRIVE	TURLOCK	CA	95380-9530	3,600
5269	US and Protectorate	PACIFIC PLAZA SC	PACIFIC PLAZA SC	5001 PACIFIC COAST HWY	TORRANCE	CA	90505-5441	2,911
5270	US and Protectorate	SUN CENTER	SUN CENTER	3590 W DUBLIN/GRANVILLE RD	COLUMBUS	OH	43235-4901	3,200
5273	US and Protectorate	GLENWOOD SPRINGS MALL	GLENWOOD SPRINGS MALL	51027 HWY 6 AND 24	GLENWOOD SPRINGS	CO	81601-2576	3,100
5275	US and Protectorate	15703 SW 88TH STREET	15703 SW 88TH STREET		MIAMI	FL	33196-1001	3,485
5276	US and Protectorate	107 MILL ROAD	107 MILL ROAD		FREEPORT	NY	11520-4630	3,060
5278	US and Protectorate	WESTFIELD NORTH COUNTY	WESTFIELD NORTH COUNTY	200 EAST VIA RANCHO PLAZA #	ESCONDIDO	CA	92025-8009	3,247
5281	US and Protectorate	210 LOUIS HENNA BOULEVARD	210 LOUIS HENNA BOULEVARD		ROUND ROCK	TX	78664-7312	3,517
5282	US and Protectorate	2009 SOUTH PUEBLO BLVD	2009 SOUTH PUEBLO BLVD		PUEBLO	CO	81005-2577	3,062
5285	US and Protectorate	301 W BALTIMORE PIKE	301 W BALTIMORE PIKE		CLIFTON HEIGHTS	PA	19018-1806	3,240
5287	US and Protectorate	462 WEST STREET	462 WEST STREET		KEENE	NH	03431-2453	2,910
5290	US and Protectorate	SAN ANTONIO SHOPPING CENTER	SAN ANTONIO SHOPPING CENTER	530 SHOWERS BLDG AA	MOUNTAIN VIEW	CA	94040-4740	2,784
5296	US and Protectorate	2410 MERRICK RD	2410 MERRICK RD		BELLMORE	NY	11710-5701	3,393
5298	US and Protectorate	CAPITAL WEST S/C	CAPITAL WEST S/C	4610 TENNESSEE ST	TALLAHASSEE	FL	32304-1051	3,062
5305	US and Protectorate	FENTON PLAZA	FENTON PLAZA	53 FENTON PLAZA	FENTON	MO	63026-4110	3,222

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
5317	US and Protectorate	55 BEDFORD STREET	55 BEDFORD STREET		STAMFORD	CT	06901-1908	3,155
5318	US and Protectorate	TARGET SHOPPING CENTER	TARGET SHOPPING CENTER	9745 LAUREL CANYON BLVD SP	PACOIMA	CA	91331-4115	3,900
5321	US and Protectorate	SHOPPES AT PARK PLACE	SHOPPES AT PARK PLACE	3790 PARK BLVD	PINELLAS PARK	FL	33781-3611	2,800
5323	US and Protectorate	WHITE OAK S/C	WHITE OAK S/C	11281 NEW HAMPSHIRE AVE	SILVER SPRING	MD	20904-2631	3,426
5325	US and Protectorate	4395 WADE GREEN ROAD	4395 WADE GREEN ROAD		KENNESAW	GA	30144-1246	3,200
5332	US and Protectorate	WEST VALLEY MALL	WEST VALLEY MALL	3200 NAGLEE RD	TRACY	CA	95304-7333	3,882
5341	US and Protectorate	GATEWAY MALL	GATEWAY MALL	6100 O STREET #A194	LINCOLN	NE	68528-9142	3,091
5342	US and Protectorate	SHOPS AT TANFORAN	SHOPS AT TANFORAN	1150 EL CAMINO REAL	SAN BRUNO	CA	94066-2421	3,239
5345	US and Protectorate	1925 S KOELLER STREET	1925 S KOELLER STREET		OSHKOSH	WI	54902-6100	2,900
5353	US and Protectorate	RICHMOND MALL	RICHMOND MALL	424 RICHMOND MALL	RICHMOND	KY	40475-2967	2,548
5356	US and Protectorate	RUTLAND PLAZA	RUTLAND PLAZA	36 RUTLAND SHOPPING PLAZA	RUTLAND	VT	05701-5201	3,000
5360	US and Protectorate	LAWRENCEVILLE MARKET	LAWRENCEVILLE MARKET	875 LAWRENCEVILLE-SUWANEE	LAWRENCEVILLE	GA	30043-5483	3,200
5361	US and Protectorate	WARRENTON CENTER	WARRENTON CENTER	251 W LEE HWY	WARRENTON	VA	20186-2078	3,375
5370	US and Protectorate	316 HIGHWAY 80 EAST	316 HIGHWAY 80 EAST		CLINTON	MS	39056-4718	2,616
5374	US and Protectorate	ONTARIO MILLS	ONTARIO MILLS	1 MILLS CIRCLE	ONTARIO	CA	91764-5207	3,387
5379	US and Protectorate	WESTPARK TOWNE PLAZA	WESTPARK TOWNE PLAZA	411 N MILWAUKEE #B2	BOISE	ID	83704-9140	2,845
5380	US and Protectorate	2713 HWY 281 NORTH	2713 HWY 281 NORTH		MARBLE FALLS	TX	78654-3809	2,616
5381	US and Protectorate	JEFFERSON CROSSING	JEFFERSON CROSSING	114 FLOWING SPRINGS RD	CHARLES TOWN	WV	25414-3908	3,010
5387	US and Protectorate	MIDDLESEX MALL	MIDDLESEX MALL	6851 HADLEY ROAD	SOUTH PLAINFIELD	NJ	07080-1121	2,880
5390	US and Protectorate	10580 N MCCARRAN	10580 N MCCARRAN	SUITE 112	RENO	NV	89503-1896	3,220
5391	US and Protectorate	WEBSTER SQUARE	WEBSTER SQUARE	68 STAFFORD STREET	WORCESTER	MA	01603-1450	4,792
5392	US and Protectorate	CROSSROADS SHOPPING PLAZA	CROSSROADS SHOPPING PLAZA	387 TARRYTOWN ROAD	WHITE PLAINS	NY	10607-1423	3,090
5402	US and Protectorate	CHEYENNE MOUNTAIN CENTER N-2	CHEYENNE MOUNTAIN CENTER N-2	1670 E. CHEYENNE MTN. BLVD.	COLORADO SPRINGS	CO	80906-4035	3,256
5406	US and Protectorate	DOUGLAS CROSSING	DOUGLAS CROSSING	1664 MINERAL SPRING AVENUE	NORTH PROVIDENCE	RI	02904-4002	2,725
5407	US and Protectorate	6351 I-55 NORTH #105	6351 I-55 NORTH #105		JACKSON	MS	39213-9742	2,820
5409	US and Protectorate	BIG ELK MALL	BIG ELK MALL	131 BIG ELK MALL	ELKTON	MD	21921-5912	4,000
5413	US and Protectorate	NORTH PARK VILLAGE S/C	NORTH PARK VILLAGE S/C	109 NORTH PARK DRIVE	MONTECELLO	AR	71655-3952	2,640
5417	US and Protectorate	AMBASSADOR SHOPPING CENTER	AMBASSADOR SHOPPING CENTER	312 SCHILLINGER RD S	MOBILE	AL	36608-5032	3,000
5419	US and Protectorate	283 COTTAGE GROVE ROAD	283 COTTAGE GROVE ROAD		BLOOMFIELD	CT	06002-3117	3,000
5423	US and Protectorate	5514 MAIN ST	5514 MAIN ST	SUITE 4	ZACHARY	LA	70791-4022	2,480
5426	US and Protectorate	KERMAN SHOPPING CENTER	KERMAN SHOPPING CENTER	15136 WEST WHITESBRIDGE	KERMAN	CA	93630-1019	3,150
5429	US and Protectorate	SOUTHPARK CENTER	SOUTHPARK CENTER	700 SOUTHPARK CENTER	STRONGSVILLE	OH	44136-9322	3,218
5432	US and Protectorate	VALENCIA MARKETPLACE	VALENCIA MARKETPLACE	25590 THE OLD ROAD	STEVENSON RANCH	CA	91381-1705	2,700
5433	US and Protectorate	UNION SQUARE SC	UNION SQUARE SC	2511 W STATE STREET	NEW CASTLE	PA	16101-1036	2,400
5435	US and Protectorate	1895 W WILLIAMS ROAD	1895 W WILLIAMS ROAD		FALLON	NV	89406-2647	4,083
5437	US and Protectorate	UNIVERSITY PLAZA	UNIVERSITY PLAZA	11 UNIVERSITY PLAZA	NEWARK	DE	19702-1549	3,135
5439	US and Protectorate	BURLINGTON SHOPPING CENTER	BURLINGTON SHOPPING CENTER	2500 CENTRAL PARK AVE	YONKERS	NY	10710-1133	4,302
5441	US and Protectorate	NORTHGATE PLAZA	NORTHGATE PLAZA	339 SQUIRE RD	REVERE	MA	02151-4309	2,500
5442	US and Protectorate	85 WHITEHORSE PIKE	85 WHITEHORSE PIKE		HAMMONTON	NJ	08037-1872	2,992
5443	US and Protectorate	762 ROOSEVELT AVE	762 ROOSEVELT AVE		CARTERET	NJ	07008-2308	3,516
5444	US and Protectorate	LAGUNA HILLS SHOPPING CENTER	LAGUNA HILLS SHOPPING CENTER	24422 ROCKFIELD BLVD.	LAKE FOREST	CA	92630-4771	3,180
5446	US and Protectorate	ROLLING ACRES PLAZA AT THE VILLAGE	ROLLING ACRES PLAZA AT THE VILLAGE	664 N US HIGHWAY 441	LADY LAKE	FL	32159-3777	2,800
5449	US and Protectorate	304 EAST MICHIGAN STREET	304 EAST MICHIGAN STREET		ORLANDO	FL	32806-0000	3,125
5451	US and Protectorate	303 91ST AVENUE NE	303 91ST AVENUE NE	SPACE G702	LAKE STEVENS	WA	98258-1539	2,800
5453	US and Protectorate	TARGET CENTER	TARGET CENTER	15329 PALMDALE RD	VICTORVILLE	CA	92392-2460	2,700
5454	US and Protectorate	635 S CLINTON ST #210	635 S CLINTON ST #210		TRENTON	NJ	08611-1831	2,514
5456	US and Protectorate	2425 CLEANLEIGH DRIVE	2425 CLEANLEIGH DRIVE		BALTIMORE	MD	21234-6808	2,400
5459	US and Protectorate	INDIAN RIVER SQUARE	INDIAN RIVER SQUARE	5960 20TH STREET	VERO BEACH	FL	32966-1019	3,000
5460	US and Protectorate	DIMOND CENTER	DIMOND CENTER	800 E DIMOND BLVD	ANCHORAGE	AK	99515-2053	3,111
5461	US and Protectorate	SEARS MALL	SEARS MALL	600 E NORTHERN LIGHTS #157	ANCHORAGE	AK	99503-4134	3,057
5462	US and Protectorate	5TH AVENUE MALL	5TH AVENUE MALL	320 W 5TH AVENUE SUITE 241	ANCHORAGE	AK	99501-2357	3,821
5463	US and Protectorate	1301 S SEWARD MERIDIAN HWY	1301 S SEWARD MERIDIAN HWY	UNIT A	WASILLA	AK	99654-0000	3,000
5467	US and Protectorate	WEST RIVER CENTER	WEST RIVER CENTER	30052 GRAND RIVER AVE GRANI	FARMINGTON HILLS	MI	48336-4722	2,365
5472	US and Protectorate	1533 COMMERCIAL WAY	1533 COMMERCIAL WAY		SPRING HILL	FL	34606-0000	2,940
5475	US and Protectorate	KISSIMMEE COMMONS SHOPPING CENT	KISSIMMEE COMMONS SHOPPING CENT	4386 W VINE ST	KISSIMMEE	FL	34746-0000	2,890
5476	US and Protectorate	113 NORTHSIDE DRIVE EAST	113 NORTHSIDE DRIVE EAST		STATESBORO	GA	30458-4766	2,774
5478	US and Protectorate	COPPER TREE SHOPPING PLAZA	COPPER TREE SHOPPING PLAZA	350 RAMAPO VALLEY ROAD	OAKLAND	NJ	07436-2712	2,447
5479	US and Protectorate	SOUNDVIEW MARKETPLACE	SOUNDVIEW MARKETPLACE	23 SOUNDVIEW MARKETPLACE	PORT WASHINGTON	NY	11050-2221	3,351
5482	US and Protectorate	SOLOMON POND MALL	SOLOMON POND MALL	601 DONALD LYNCH BLVD	MARLBOROUGH	MA	01752-4730	3,782
5483	US and Protectorate	FRANKLIN SHOPPING PLAZA	FRANKLIN SHOPPING PLAZA	100 FRANKLIN STREET UNIT D	WESTERLY	RI	02891-3152	2,800
5488	US and Protectorate	TANASBOURNE TOWN CENTER NORTH	TANASBOURNE TOWN CENTER NORTH	18021 NW EVERGREEN PARKWAY	BEAVERTON	OR	97006-7452	2,600
5492	US and Protectorate	RAG SHOP DISCOUNT CENTER	RAG SHOP DISCOUNT CENTER	111 WAGARAW ROAD	PHILTHORNE	NJ	07506-2720	5,745
5496	US and Protectorate	330-U OREGON AVENUE	330-U OREGON AVENUE		HAWTHORNE	PA	19148-4723	2,950
5497	US and Protectorate	SEMINOLE TOWNE CENTER	SEMINOLE TOWNE CENTER	210 TOWN CENTER CIRCLE	SANFORD	FL	32771-7409	2,664
5500	US and Protectorate	490-B HWY 71 W	490-B HWY 71 W		BASTROP	TX	78602-3731	2,616
5503	US and Protectorate	STADIUM PLAZA	STADIUM PLAZA	10 MAIN STREET	TEWKSBURY	MA	01876-1660	2,400
5507	US and Protectorate	CRUZ ALTA PLAZA	CRUZ ALTA PLAZA	710 PASEO DEL PUEBLO	TAOS	NM	87571-6061	3,000
5508	US and Protectorate	FOUR SEASONS TOWN CENTRE	FOUR SEASONS TOWN CENTRE	328 FOUR SEASONS TOWN CENTE	GREENSBORO	NC	27407-4758	2,541
5513	US and Protectorate	PALM VALLEY PLAZA SHOPPING CENT	PALM VALLEY PLAZA SHOPPING CENT	4500 E PALM VALLEY BLVD	ROUND ROCK	TX	78664-0000	3,000
5514	US and Protectorate	479 MAIN STREET	479 MAIN STREET		NEW ROCHELLE	NY	10801-6303	3,300
5515	US and Protectorate	WESTWOOD PLAZA SHOPPING CENTE	WESTWOOD PLAZA SHOPPING CENTE	700-79 BROADWAY	WESTWOOD	NJ	07675-1674	2,400
5516	US and Protectorate	DILLONVALE S/C	DILLONVALE S/C	4066 EAST GALBRAITH	CINCINNATI	OH	45236-2324	3,162
5517	US and Protectorate	MACOMB MALL	MACOMB MALL	32411 GRATIOT AVE	ROSEVILLE	MI	48066-1156	6,000
5518	US and Protectorate	MARKETPLACE MALL	MARKETPLACE MALL	771 MIRACLE MILE DR	ROCHESTER	NY	14623-5856	3,674
5523	US and Protectorate	53 LAKEWOOD DRIVE	53 LAKEWOOD DRIVE		HATTIESBURG	MS	39402-6109	3,200
5526	US and Protectorate	LONG GATE CENTER	LONG GATE CENTER	4350 MONTGOMERY ROAD	ELLCOTT CITY	MD	21043-6099	2,467
5527	US and Protectorate	WAKEFIELD MALL	WAKEFIELD MALL	160 OLD TOWER ROAD	WAKEFIELD	RI	02879-3731	3,750
5529	US and Protectorate	348 S COLLEGE RD	348 S COLLEGE RD		WILMINGTON	NC	28403-1632	2,519
5530	US and Protectorate	5900 SOUTH ORANGE BLOSSOM TRAIL	5900 SOUTH ORANGE BLOSSOM TRAIL		ORLANDO	FL	32809-4606	3,062
5534	US and Protectorate	BENTLEY MALL	BENTLEY MALL	32 COLLEGE ROAD	FAIRBANKS	AK	99701-1701	3,220
5535	US and Protectorate	NUCKETT MALL	NUCKETT MALL	8745 GLACIER HWY	JUNEAU	AK	99801-8000	3,000
5539	US and Protectorate	COASTLAND CENTER	COASTLAND CENTER	1926 TAMiami TRAIL N	NAPLES	FL	34102-4803	2,798
5541	US and Protectorate	COTTONWOOD MALL	COTTONWOOD MALL	10000 COORS BYP NW	ALBUQUERQUE	NM	87114-4062	2,502
5543	US and Protectorate	HUNTINGTON VILLAGE	HUNTINGTON VILLAGE	12675 BISSONNET	HOUSTON	TX	77099-1331	2,550
5545	US and Protectorate	LIVINGSTON MALL	LIVINGSTON MALL	112 EISENHOWER PARKWAY	LIVINGSTON	NJ	07039-4995	3,621
5546	US and Protectorate	DARINOR PLAZA	DARINOR PLAZA	500 CONNECTICUT AVENUE	NORWALK	CT	06854-1721	3,300
5556	US and Protectorate	NORTH MESA PLAZA	NORTH MESA PLAZA	1631 W CRAIG RD	NORTH LAS VEGAS	NV	89032-0227	2,800
5563	US and Protectorate	LEBANON PLAZA	LEBANON PLAZA	2562 S SANTIAM HIGHWAY	LEBANON	OR	97355-3052	4,360
5565	US and Protectorate	FRAN HILL S/C	FRAN HILL S/C	204-13 HILLSIDE	HOLLIS	NY	11423-2213	3,420
5567	US and Protectorate	ARIZONA MILLS	ARIZONA MILLS	5000 ARIZONA MILLS CIRCLE	TEMPE	AZ	85283-0000	3,463
5568	US and Protectorate	THE MARKETPLACE AT RIVER PARK	THE MARKETPLACE AT RIVER PARK	7622 N BLACKSTONE	FRESNO	CA	93720-4300	2,789
5570	US and Protectorate	WESTFIELD MONTGOMERY	WESTFIELD MONTGOMERY	7101 DEMOCRACY BLVD	BETHESDA	MD	20817-1052	3,639
5572	US and Protectorate	CHERRY PLAZA	CHERRY PLAZA	108 EAST FAIRVIEW AVE	MERIDIAN	ID	83642-1733	2,537
5574	US and Protectorate	SOUTH SHORE PLAZA	SOUTH SHORE PLAZA	250 GRANITE	BRAINTREE	MA	02184-2804	2,774

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
5579	US and Protectorate	2821 BOCA CHICA BOULEVARD	2821 BOCA CHICA BOULEVARD	SUITE 103	BROWNSVILLE	TX	78521-0000	3,000
5582	US and Protectorate	PRINCESS ANNE MARKETPLACE	PRINCESS ANNE MARKETPLACE	2052 S INDEPENDENCE BLVD ST	VIRGINIA BEACH	VA	23453-4775	3,040
5583	US and Protectorate	COASTAL CENTRE	COASTAL CENTRE	1610 CHURCH STREET STE M	CONWAY	SC	29526-2932	2,402
5584	US and Protectorate	LAKE MANAWA POWER CENTER	LAKE MANAWA POWER CENTER	3134 MANAWA CENTRE DR	COUNCIL BLUFFS	IA	51501-7690	2,520
5586	US and Protectorate	2030 CALIFORNIA AVE	2030 CALIFORNIA AVE	SUITE B	SAND CITY	CA	93955-3150	2,520
5588	US and Protectorate	BRASS MILL CENTER	BRASS MILL CENTER	495 UNION ST	WATERBURY	CT	06706-3200	2,912
5589	US and Protectorate	PENINSULA CENTER MALL	PENINSULA CENTER MALL	44332 STERLING HWY	SOLDOTNA	AK	99669-8000	2,800
5592	US and Protectorate	TARGET SC	TARGET SC	850 CHANCELLOR PARK DR	CHARLOTTE	NC	28213-8231	2,800
5593	US and Protectorate	GRAPEVINE MILLS	GRAPEVINE MILLS	3000 GRAPEVINE MILLS PKWY	GRAPEVINE	TX	76051-2008	3,550
5596	US and Protectorate	LUMBERTON PLAZA	LUMBERTON PLAZA	1636 ROUTE 38	LUMBERTON	NJ	08048-2987	2,500
5601	US and Protectorate	STEELYARD COMMONS	STEELYARD COMMONS	3497 STEELYARD DRIVE	CLEVELAND	OH	44109-0000	4,000
5603	US and Protectorate	PALISADES CENTER	PALISADES CENTER	3322 PALISADES CENTER DRIVE	WEST NYACK	NY	10994-6603	3,124
5606	US and Protectorate	HAMBURG PAVILION	HAMBURG PAVILION	2160 SIR BARTON WAY	LEXINGTON	KY	40509-2228	2,975
5613	US and Protectorate	LAKESIDE MALL	LAKESIDE MALL	14600 LAKESIDE CIRCLE	STERLING HEIGHTS	MI	48313-1356	3,675
5614	US and Protectorate	2410 LAPORTE AVE	2410 LAPORTE AVE	SPACE 130	VALPARAISO	IN	46383-6914	2,887
5617	US and Protectorate	NORTHGATE MALL	NORTHGATE MALL	401 NE NORTHGATE WAY	SEATTLE	WA	98125-8513	3,047
5619	US and Protectorate	SPOKANE VALLEY MALL	SPOKANE VALLEY MALL	14700 E INDIANA	SPOKANE VALLEY	WA	99216-1839	2,887
5620	US and Protectorate	SPRINGHURST TOWN CENTER	SPRINGHURST TOWN CENTER	10621 FISHER PARK DR	LOUISVILLE	KY	40241-4138	3,000
5621	US and Protectorate	OVIDO MARKETPLACE	OVIDO MARKETPLACE	14830 OVIDO MARKETPLACE BL	OVIDO	FL	32765-7475	2,493
5625	US and Protectorate	7601 LAGUNA BLVD #140	7601 LAGUNA BLVD #140		ELK GROVE	CA	95758-5065	2,933
5626	US and Protectorate	DAYTON MALL	DAYTON MALL	2700 CENTERVILLE RD	DAYTON	OH	45459-3738	2,952
5629	US and Protectorate	CORAL RIDGE MALL	CORAL RIDGE MALL	1451 CORAL RIDGE AVE	CORALVILLE	IA	52241-0000	3,000
5633	US and Protectorate	EASTERN BELTWAY CENTER	EASTERN BELTWAY CENTER	2220 E SERENE AVE	LAS VEGAS	NV	89123-4818	2,800
5634	US and Protectorate	BRECKENRIDGE SHOPPING CENTER	BRECKENRIDGE SHOPPING CENTER	12550 JEFFERSON DAVIS HWY	CHESTER	VA	23831-5317	2,998
5635	US and Protectorate	BROOKFIELD SQUARE MALL	BROOKFIELD SQUARE MALL	95 NORTH MOORLAND RD A7	BROOKFIELD	WI	53005-6021	2,550
5636	US and Protectorate	NATOMAS MARKETPLACE	NATOMAS MARKETPLACE	3651 TRUXEL RD	SACRAMENTO	CA	95834-3607	2,700
5639	US and Protectorate	HUNTERS CREEK SC	HUNTERS CREEK SC	2105 TOWN CENTER BLVD	ORLANDO	FL	32837-6801	2,800
5646	US and Protectorate	EASTLAND MALL	EASTLAND MALL	800 N GREEN RIVER RD	EVANSVILLE	IN	47715-2471	3,240
5650	US and Protectorate	THE PROMENADE IN TEMECULA VALLE	THE PROMENADE IN TEMECULA VALLE	40820 WINCHESTER RD	TEMECULA	CA	92591-5525	2,693
5651	US and Protectorate	EAGLE RIDGE MALL	EAGLE RIDGE MALL	753 EAGLE RIDGE DR	LAKE WALES	FL	33853-4740	2,500
5653	US and Protectorate	2005 MT ZION RD	2005 MT ZION RD		MORROW	GA	30260-3313	3,206
5655	US and Protectorate	PHEASANT LANE MALL	PHEASANT LANE MALL	310 DANIEL WEBSTER HWY	NASHUA	NH	03060-5730	3,215
5659	US and Protectorate	FIRST COLONY MALL	FIRST COLONY MALL	16535 SW FREEWAY	SUGAR LAND	TX	77479-2332	6,532
5660	US and Protectorate	RIVERSTONE PLAZA	RIVERSTONE PLAZA	1437 RIVERSTONE PKWY	CANTON	GA	30114-5623	3,225
5663	US and Protectorate	WOODFIELD MALL	WOODFIELD MALL	5 WOODFIELD MALL SUITE F101	SCHAUMBURG	IL	60173-5017	2,800
5667	US and Protectorate	TRIANGLE TOWN CENTER	TRIANGLE TOWN CENTER	5959 TRIANGLE TOWN CTETNR	IRALEIGH	NC	27616-3268	2,631
5669	US and Protectorate	2611 PARK WAY	2611 PARK WAY		PIGEON FORGE	TN	37863-3213	2,950
5675	US and Protectorate	LAKEFOREST MALL	LAKEFOREST MALL	701 RUSSELL AVE	GAITHERSBURG	MD	20877-2631	3,506
5676	US and Protectorate	FAIR OAKS MALL	FAIR OAKS MALL	11796 LEE JACKSON MEMORIAL	FAIRFAX	VA	22033-3311	2,645
5677	US and Protectorate	ROUNDTREE PLACE	ROUNDTREE PLACE	2539 ELLSWORTH RD	YPSILANTI	MI	48197-5619	2,750
5683	US and Protectorate	COUNTRY CORNERS	COUNTRY CORNERS	230 W VIRGINIA ST	CRYSTAL LAKE	IL	60014-7245	3,000
5684	US and Protectorate	GREAT LAKES CROSSING	GREAT LAKES CROSSING	4138 BALDWIN RD	AUBURN HILLS	MI	48326-1223	3,058
5685	US and Protectorate	DULLES TOWN CENTER	DULLES TOWN CENTER	21100 DULLES TOWN CIRCLE	DULLES	VA	20166-2438	2,900
5687	US and Protectorate	PROVO TOWNE CENTRE	PROVO TOWNE CENTRE	1200 TOWNE CENTRE BLVD	PROVO	UT	84601-5947	3,121
5688	US and Protectorate	RALEY'S GOLD COUNTRY	RALEY'S GOLD COUNTRY	777-1 S HWY 49	JACKSON	CA	95642-2621	2,520
5694	US and Protectorate	HOWE BOUT ARDEN SHOPPING CENTE	HOWE BOUT ARDEN SHOPPING CENTE	2100 ARDEN WAY	SACRAMENTO	CA	95825-2216	3,025
5696	US and Protectorate	PATHMARK PLAZA	PATHMARK PLAZA	13440 SPRINGFIELD BLVD	JAMAICA	NY	11413-1459	2,500
5700	US and Protectorate	STONE MOUNTAIN SQUARE	STONE MOUNTAIN SQUARE	5370 US HWY 78	STONE MOUNTAIN	GA	30087-3581	3,200
5705	US and Protectorate	KATY MILLS SHOPPING CENTER	KATY MILLS SHOPPING CENTER	5000 KATY MILLS CIRCLE	KATY	TX	77494-4402	3,089
5706	US and Protectorate	COLISEUM CROSSING	COLISEUM CROSSING	57 COLISEUM CROSSING	HAMPTON	VA	23666-5970	6,744
5707	US and Protectorate	CONCORD MILLS	CONCORD MILLS	8111 CONCORD MILLS BLVD	CONCORD	NC	28027-6462	3,054
5708	US and Protectorate	MILL CREEK CROSSING SC	MILL CREEK CROSSING SC	1950 BUFORD MILL DR	BUFORD	GA	30518-4904	3,500
5710	US and Protectorate	QUAKER BRIDGE MALL	QUAKER BRIDGE MALL	150 QUAKER BRIDGE MALL	LAWRENCEVILLE	NJ	08648-1902	2,683
5712	US and Protectorate	MALL OF NEW HAMPSHIRE	MALL OF NEW HAMPSHIRE	1500 S WILLOW ST	MANCHESTER	NH	03103-3220	3,852
5713	US and Protectorate	CAPE COD MALL	CAPE COD MALL	793 IYANNOUGH RD	HYANNIS	MA	02601-5027	3,223
5714	US and Protectorate	DEDHAM PLAZA	DEDHAM PLAZA	703 PROVIDENCE HWY	DEDHAM	MA	02026-6832	3,300
5716	US and Protectorate	DOLPHIN MALL	DOLPHIN MALL	11401 NW 12TH ST	MIAMI	FL	33172-0000	4,656
5717	US and Protectorate	CUMBERLAND MALL	CUMBERLAND MALL	2860 CUMBERLAND MALL SE	ATLANTA	GA	30339-3139	2,733
5719	US and Protectorate	1111 SUMMIT ST	1111 SUMMIT ST		LAPEER	MI	48446-3904	2,600
5720	US and Protectorate	CENTERVILLE MARKETPLACE	CENTERVILLE MARKETPLACE	312 N MARKETPLACE	CENTERVILLE	UT	84014-1702	2,800
5722	US and Protectorate	MAINPLACE MALL	MAINPLACE MALL	2800 N MAIN ST	SANTA ANA	CA	92705-6613	4,150
5724	US and Protectorate	PROVIDENCE PLACE MALL	PROVIDENCE PLACE MALL	146 PROVIDENCE PLACE	PROVIDENCE	RI	02903-1754	2,946
5730	US and Protectorate	GREEN OAKS VILLAGE PLACE	GREEN OAKS VILLAGE PLACE	9770 VILLAGE PLACE BOULEVAF	BRIGHTON	MI	48116-2087	3,020
5735	US and Protectorate	RIVERTOWN CROSSINGS	RIVERTOWN CROSSINGS	3700 RIVERTOWN PARKWAY	GRANDVILLE	MI	49418-3085	2,962
5739	US and Protectorate	COFER CROSSING SHOPPING CENTE	COFER CROSSING SHOPPING CENTER	4367 LAWRENCEVILLE HWY	TUCKER	GA	30084-3719	2,800
5741	US and Protectorate	GATEWAY PLAZA	GATEWAY PLAZA	1375 WESTERN BLVD	JACKSONVILLE	NC	28546-6663	3,055
5747	US and Protectorate	WATERFORD LAKES TOWN CENTER	WATERFORD LAKES TOWN CENTER	357 N ALAFAYA TRAIL	ORLANDO	FL	32828-7012	3,000
5754	US and Protectorate	GARDENA VALLEY CENTER	GARDENA VALLEY CENTER	1270 W REDONDO BEACH BLVD	GARDENA	CA	90247-3411	2,520
5757	US and Protectorate	PARAMUS PARK MALL	PARAMUS PARK MALL	1355 PARAMUS PARK	PARAMUS	NJ	07652-3532	3,035
5760	US and Protectorate	BAY PLAZA	BAY PLAZA	2260 BARTOW AVE	BRONX	NY	10475-4618	3,600
5762	US and Protectorate	MALL OF GEORGIA	MALL OF GEORGIA	3333 BUFORD DRIVE	BUFORD	GA	30519-7930	3,049
5763	US and Protectorate	ARBOR PLACE MALL	ARBOR PLACE MALL	6000 DOUGLAS BLVD	DOUGLASVILLE	GA	30135-1599	2,604
5773	US and Protectorate	DEER GROVE CENTER	DEER GROVE CENTER	639 E DUNDEE RD	PALATINE	IL	60074-2817	3,775
5778	US and Protectorate	TARGET SHOPPING CENTER	TARGET SHOPPING CENTER	1106A WOODRUF RD	GREENVILLE	SC	29607-4109	2,898
5779	US and Protectorate	YORKTOWN CENTER	YORKTOWN CENTER	170 YORKTOWN CENTER	LOMBARD	IL	60148-5527	3,000
5784	US and Protectorate	WESTGATE PLAZA	WESTGATE PLAZA	911 CENTRAL AVENUE	ALBANY	NY	12206-1304	3,375
5785	US and Protectorate	TAYLOR SQUARE	TAYLOR SQUARE	2845 SW TAYLOR RD	REYNOLDSBURG	OH	43068-9550	2,600
5786	US and Protectorate	THE SHOPPES AT THE PARKWAY	THE SHOPPES AT THE PARKWAY	6123 W IRL O BRONSON HIGHWA	KISSIMMEE	FL	34747-4512	2,450
5789	US and Protectorate	THE MILLS AT JERSEY GARDENS	THE MILLS AT JERSEY GARDENS	651 KAPKOWSKI RD	ELIZABETH	NJ	07201-4901	3,055
5792	US and Protectorate	EAST WEST COMMONS SHOPPING CEI	EAST WEST COMMONS SHOPPING CEN	1757 EAST WEST CONNECTOR	AUSTELL	GA	30106-1251	2,925
5796	US and Protectorate	WHITE LAKE MARKETPLACE	WHITE LAKE MARKETPLACE	9066 HIGHLAND RD	WHITE LAKE	MI	48386-2030	2,500
5797	US and Protectorate	FIRST COLONY SHOPPING CENTER	FIRST COLONY SHOPPING CENTER	45135 FIRST COLONY WAY	CALIFORNIA	MD	20619-2416	3,000
5798	US and Protectorate	BOCA PARK MARKEPLACE	BOCA PARK MARKEPLACE	8740 W CHARLESTON BLVD	LAS VEGAS	NV	89117-5458	2,653
6006	US and Protectorate	THE GALLERY AT SOUTH DEKALB	THE GALLERY AT SOUTH DEKALB	2801 CANTLER ROAD	DECATUR	GA	30034-1423	3,375
6014	US and Protectorate	OAKLAND MALL	OAKLAND MALL	668 WEST 14 MILE RD	TROY	MI	48083-4236	3,592
6018	US and Protectorate	WESTBORN S/C	WESTBORN S/C	23189 MICHIGAN AVE	DEARBORN	MI	48124-2020	3,718
6019	US and Protectorate	HOOVER ELEVEN S/C	HOOVER ELEVEN S/C	26293-95 HOOVER RD	WARREN	MI	48089-1133	3,615
6022	US and Protectorate	LIBERTY COURT S/C	LIBERTY COURT S/C	8624 LIBERTY ROAD	RANDALLSTOWN	MD	21133-4707	2,500
6043	US and Protectorate	MANAPORT PLAZA	MANAPORT PLAZA	8393 SUDLEY ROAD	MANASSAS	VA	20109-3508	2,500
6044	US and Protectorate	LEESBURG PIKE PLAZA	LEESBURG PIKE PLAZA	3501-D S JEFFERSON STREET	FALLS CHURCH	VA	22041-3106	2,821
6062	US and Protectorate	10730 FOOTHILL BLVD STE 130	10730 FOOTHILL BLVD STE 130		RANCHO CUCAMONGA	CA	91730-3887	3,329
6125	US and Protectorate	KEDZIE PLAZA EAST	KEDZIE PLAZA EAST	4707 S KEDZIE	CHICAGO	IL	60632-3001	2,250
6127	US and Protectorate	1234 WINSTON PLAZA	1234 WINSTON PLAZA		MELROSE PARK	IL	60160-1507	4,866
6150	US and Protectorate	4214 EAST MAIN ST	4214 EAST MAIN ST		WHITEHALL	OH	43213-3028	4,500

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
6152	US and Protectorate	LIGHTHOUSE VILLAGE PLAZA	LIGHTHOUSE VILLAGE PLAZA	4340 LEAVITT RD STE B	LORAIN	OH	44053-2386	3,000
6153	US and Protectorate	1411 ROUTE 60E	1411 ROUTE 60E		HUNTINGTON	WV	25705-1601	4,450
6157	US and Protectorate	22019 ST ROUTE 62	22019 ST ROUTE 62		ALLIANCE	OH	44601-9101	4,562
6164	US and Protectorate	531 E MAIN STREET	531 E MAIN STREET		CHILLICOTHE	OH	45601-3502	4,400
6169	US and Protectorate	7755 TELEGRAPH RD	7755 TELEGRAPH RD		TAYLOR	MI	48180-2238	2,760
6174	US and Protectorate	27771 DEQUINDRE RD	27771 DEQUINDRE RD		MADISON HEIGHTS	MI	48071-3477	4,500
6177	US and Protectorate	BECHTLE CROSSING	BECHTLE CROSSING	1650 N BECHTLE AVE	SPRINGFIELD	OH	45504-1572	3,000
6182	US and Protectorate	634 HEBRON ROAD	634 HEBRON ROAD		HEATH	OH	43056-1403	3,200
6186	US and Protectorate	TOLEDO COMMONS / SMALL SHOPS	TOLEDO COMMONS / SMALL SHOPS	3015 GLENDALE AVE	TOLEDO	OH	43614-2685	2,800
6187	US and Protectorate	4644 SALEM AVENUE	4644 SALEM AVENUE		DAYTON	OH	45416-1712	5,000
6190	US and Protectorate	803-1 NORTH EUCLID AVENUE	803-1 NORTH EUCLID AVENUE		BAY CITY	MI	48706-2402	4,400
6200	US and Protectorate	5138 S WESTNEDGE AVENUE	5138 S WESTNEDGE AVENUE		PORTAGE	MI	49002-0403	4,510
6201	US and Protectorate	1230 MT VERNON AVE	1230 MT VERNON AVE		MARION	OH	43302-5625	3,240
6208	US and Protectorate	BRIDGEWATER FALLS SC	BRIDGEWATER FALLS SC	3417 PRINCETON RD	HAMILTON	OH	45011-0000	3,000
6209	US and Protectorate	1901 MILTON AVENUE	1901 MILTON AVENUE		JANESVILLE	WI	53545-0836	4,750
6210	US and Protectorate	BOULEVARD CROSSING SC	BOULEVARD CROSSING SC	2140 E BLVD ST	KOKOMO	IN	46902-2401	4,950
6214	US and Protectorate	NORTHERN LIGHTS SHOPPING CENTE	NORTHERN LIGHTS SHOPPING CENTER	3451 CLEVELAND AVENUE	COLUMBUS	OH	43224-2906	4,500
6219	US and Protectorate	2611 ALPINE AVENUE NW	2611 ALPINE AVENUE NW		GRAND RAPIDS	MI	49544-1958	4,200
6223	US and Protectorate	168 E COLUMBIA AVENUE	168 E COLUMBIA AVENUE		BATTLE CREEK	MI	49015-3735	4,480
6224	US and Protectorate	14336 EUREKA ROAD	14336 EUREKA ROAD		SOUTHGATE	MI	48195-2057	4,239
6230	US and Protectorate	WONDERLAND VILLAGE	WONDERLAND VILLAGE	11019 MIDDLEBELT RD	LIVONIA	MI	48150-0000	2,809
6232	US and Protectorate	519 W MCKINLEY AVE	519 W MCKINLEY AVE		MISHAWAKA	IN	46545-5519	4,001
6236	US and Protectorate	1963 STATE RD	1963 STATE RD		CUYAHOGA FALLS	OH	44223-1423	3,840
6238	US and Protectorate	603 J STREET	603 J STREET		LA PORTE	IN	46350-5457	4,055
6242	US and Protectorate	4515 W TUSCARAWAS BLVD	4515 W TUSCARAWAS BLVD		CANTON	OH	44708-5336	4,200
6248	US and Protectorate	2165 FORT STREET	2165 FORT STREET		LINCOLN PARK	MI	48146-2451	3,792
6249	US and Protectorate	22710 ALLEN RD	22710 ALLEN RD		WOODHAVEN	MI	48183-2246	3,780
6251	US and Protectorate	ARLINGTON RIDGE MARKETPLACE	ARLINGTON RIDGE MARKETPLACE	790 ARLINGTON RIDGE	AKRON	OH	44312-5862	3,000
6254	US and Protectorate	1603 ROCHESTER RD	1603 ROCHESTER RD		TROY	MI	48083-1829	4,000
6257	US and Protectorate	22388 LAKESHORE BLVD	22388 LAKESHORE BLVD		EUCLID	OH	44123-1717	2,675
6259	US and Protectorate	5211 BROOKPARK RD	5211 BROOKPARK RD		PARMA	OH	44134-1045	4,030
6261	US and Protectorate	13179 SMITH RD	13179 SMITH RD		MIDDLEBURG HEIGHTS	OH	44130-3606	3,904
6264	US and Protectorate	EVERGREEN S/C	EVERGREEN S/C	12813 ROCKSIDE RD	GARFIELD HEIGHTS	OH	44125-5157	4,000
6266	US and Protectorate	2706 S 11TH ST	2706 S 11TH ST		NILES	MI	49120-4420	4,000
6281	US and Protectorate	1107 BROOK FOREST AVE	1107 BROOK FOREST AVE		SHOREWOOD	IL	60431-0000	2,908
6284	US and Protectorate	DELAWARE CONSUMER SQUARE	DELAWARE CONSUMER SQUARE	2638 DELAWARE AVE	BUFFALO	NY	14216-1737	3,460
6285	US and Protectorate	2430 MILITARY ROAD	2430 MILITARY ROAD		NIAGARA FALLS	NY	14304-1558	4,408
6297	US and Protectorate	PARKWAY CENTRE EAST	PARKWAY CENTRE EAST	4154 BUCKEYE PKWY	GROVE CITY	OH	43123-8175	3,200
6306	US and Protectorate	CULVER RIDGE PLAZA	CULVER RIDGE PLAZA	2255 RIDGE RD EAST STE 15A	IRONDEQUOIT	NY	14622-0000	4,200
6317	US and Protectorate	16745 TORRENCE AVE	16745 TORRENCE AVE		LANSING	IL	60438-8018	3,000
6318	US and Protectorate	CROSS ROADS PLAZA	CROSS ROADS PLAZA	2088 NEW CASTLE AVE	NEW CASTLE	DE	19720-2777	3,150
6322	US and Protectorate	NEW BRITE S/C	NEW BRITE S/C	220 E MAIN ST	NEW BRITAIN	CT	06051-1948	3,000
6324	US and Protectorate	950 WOLCOTT ST	950 WOLCOTT ST		WATERBURY	CT	06705-1300	4,500
6327	US and Protectorate	GROTON SQUARE SC	GROTON SQUARE SC	220 RTE 12 UNIT 4	GROTON	CT	06340-0000	3,340
6337	US and Protectorate	213 NORTH COMRIE AVENUE	213 NORTH COMRIE AVENUE		JOHNSTOWN	NY	12095-1501	4,200
6338	US and Protectorate	201 MILAN AVE	201 MILAN AVE	SUITE N	NORWALK	OH	44857-1135	3,000
6339	US and Protectorate	THE MARKET AT HILLIARD	THE MARKET AT HILLIARD	1918 HILLIARD ROME RD	HILLIARD	OH	43026-7566	3,000
6342	US and Protectorate	GLENWOOD PLAZA	GLENWOOD PLAZA	2090 GLENWOOD SHOPPING PL	ONEIDA	NY	13421-2717	3,000
6343	US and Protectorate	MIDWAY SHOPPING CENTER	MIDWAY SHOPPING CENTER	1062 WYOMING AVENUE	WYOMING	PA	18644-1331	3,200
6349	US and Protectorate	3772 S EAST ST	3772 S EAST ST		INDIANAPOLIS	IN	46227-1241	1,600
6353	US and Protectorate	3445 SIMPSON-FERRY RD	3445 SIMPSON-FERRY RD		CAMP HILL	PA	17011-6404	3,120
6359	US and Protectorate	2033 LEBANON CHURCH RD	2033 LEBANON CHURCH RD		WEST MIFFLIN	PA	15122-2461	3,500
6366	US and Protectorate	2846 RIVERSIDE DRIVE	2846 RIVERSIDE DRIVE		DANVILLE	VA	24540-4118	4,620
6367	US and Protectorate	BROOKHAVEN SHOPPING PLAZA	BROOKHAVEN SHOPPING PLAZA	3508 EDMONT AVENUE	BROOKHAVEN	PA	19015-2806	4,620
6368	US and Protectorate	RICHLAND TOWN CENTER	RICHLAND TOWN CENTER	310 TOWN CENTER DRIVE	JOHNSTOWN	PA	15904-2848	3,003
6374	US and Protectorate	AUBURN PLAZA	AUBURN PLAZA	217 GRANT AVENUE	AUBURN	NY	13021-1443	3,734
6375	US and Protectorate	4301 MAHONING AVENUE	4301 MAHONING AVENUE		WARREN	OH	44483-1930	3,200
6376	US and Protectorate	GENEVA CENTRE	GENEVA CENTRE	311 HAMILTON STREET	GENEVA	NY	14456-2951	3,300
6381	US and Protectorate	WARDS CROSSING	WARDS CROSSING	4026 WARDS RD	LYNCHBURGH	VA	24502-2977	2,977
6382	US and Protectorate	DORMONT VILLAGE SHOPPING CENTE	DORMONT VILLAGE SHOPPING CENTER	2961 W LIBERTY AVENUE	PITTSBURGH	PA	15216-2546	3,692
6399	US and Protectorate	OLYMPIA SHOPPING CENTER	OLYMPIA SHOPPING CENTER	4313 WALNUT STREET	MCKEESPORT	PA	15132-6115	4,000
6402	US and Protectorate	2229 VALLEY AVENUE	2229 VALLEY AVENUE		WINCHESTER	VA	22601-2755	4,000
6407	US and Protectorate	PENN HILLS	PENN HILLS	56 FEDERAL DR	PITTSBURGH	PA	15235-3314	3,200
6410	US and Protectorate	521 COLLEGE SQUARE S/C	521 COLLEGE SQUARE S/C	521 COLLEGE SQUARE	NEWARK	DE	19711-8603	3,200
6415	US and Protectorate	230 S 69TH ST	230 S 69TH ST		UPPER DARBY	PA	19082-4101	3,965
6417	US and Protectorate	1790 CLEMENTS BRIDGE RD	1790 CLEMENTS BRIDGE RD		DEPTFORD	NJ	08096-2010	4,000
6418	US and Protectorate	4628 HIGH POINTE BOULEVARD	4628 HIGH POINTE BOULEVARD		HARRISBURG	PA	17111-2447	3,000
6420	US and Protectorate	HILLSIDE PLAZA	HILLSIDE PLAZA	711 SCRANTON CARBONDALE H	EYNON	PA	18403-1021	4,000
6422	US and Protectorate	TOWNE CENTER AT WATERTOWN	TOWNE CENTER AT WATERTOWN	21868 TOWN CENTER DRIVE	WATERTOWN	NY	13601-5898	2,800
6423	US and Protectorate	JORDAN PLAZA	JORDAN PLAZA	119 JORDAN PLAZA	ELIZABETH CITY	NC	27909-4568	4,539
6429	US and Protectorate	850 ROSTRAVER RD	850 ROSTRAVER RD		BELLE VERNON	PA	15012-1945	3,000
6446	US and Protectorate	1333 UPPER FRONT STREET	1333 UPPER FRONT STREET	ROUTE 12	BINGHAMTON	NY	13901-1149	5,500
6450	US and Protectorate	31-32 CENTRAL SQUARE	31-32 CENTRAL SQUARE		EAST BOSTON	MA	02128-1911	4,177
6451	US and Protectorate	4089 W BROAD STREET	4089 W BROAD STREET		COLUMBUS	OH	43228-1614	3,000
6454	US and Protectorate	910 GREEN BLVD	910 GREEN BLVD		AURORA	IN	47001-1575	2,990
6458	US and Protectorate	FIELDSTONE MARKET PLACE	FIELDSTONE MARKET PLACE	950 KINGS HWY SPACE S	NEW BEDFORD	MA	02745-4957	2,991
6459	US and Protectorate	SHELBY CREEK SC	SHELBY CREEK SC	8630 26 MILE RD	SHELBY TOWNSHIP	MI	48316-0000	3,141
6467	US and Protectorate	7807 EVERGREEN WAY	7807 EVERGREEN WAY		EVERETT	WA	98203-6427	3,960
6471	US and Protectorate	SOUTH BAY PLAZA	SOUTH BAY PLAZA	900 PLAZA BLVD	NATIONAL CITY	CA	91950-3524	5,000
6472	US and Protectorate	GRESHAM TOWN FAIR S/C	GRESHAM TOWN FAIR S/C	302 NW EASTMAN PKWY	GRESHAM	OR	97030-7250	3,558
6473	US and Protectorate	TARGET PLAZA	TARGET PLAZA	8901 NE HAZEL DELL AVENUE	VANCOUVER	WA	98665-0000	3,000
6478	US and Protectorate	137 161ST ST SO	137 161ST ST SO		SPANAWAY	WA	98387-8235	5,100
6480	US and Protectorate	707 LANCASTER DR NE	707 LANCASTER DR NE		SALEM	OR	97301-2928	5,000
6486	US and Protectorate	32185 STATE ROUTE 20 #1	32185 STATE ROUTE 20 #1		OAK HARBOR	WA	98277-5209	4,000
6488	US and Protectorate	193 MARYSVILLE MALL	193 MARYSVILLE MALL		MARYSVILLE	WA	98270-5500	4,285
6489	US and Protectorate	SOUTH HILL PLAZA	SOUTH HILL PLAZA	3860 S MERIDIAN ST	PUYALLUP	WA	98373-3757	4,080
6523	US and Protectorate	PALOMAR TROLLEY CENTER	PALOMAR TROLLEY CENTER	648 PALOMAR STREET	CHULA VISTA	CA	91911-2975	3,997
6524	US and Protectorate	CENTURY PLAZA SHOPPING CENTER	CENTURY PLAZA SHOPPING CENTER	4225 CENTURY BLVD	PITTSBURGH	CA	94565-7113	3,150
6527	US and Protectorate	SUNSET ESPLANADE	SUNSET ESPLANADE	2231 SE TAULATIN VALLEY HWY	HILLSBORO	OR	97123-7915	3,150
6530	US and Protectorate	293 BARNETT RD	293 BARNETT RD		MEDFORD	OR	97501-7936	4,018
6531	US and Protectorate	1598 S BURLINGTON BLVD	1598 S BURLINGTON BLVD	SPACE R	BURLINGTON	WA	98233-3220	3,600
6532	US and Protectorate	1731 S FIRST ST	1731 S FIRST ST	SUITE 500	YAKIMA	WA	98901-3796	3,700
6534	US and Protectorate	TWIN CITY CENTER	TWIN CITY CENTER	760 G OCEAN BEACH HIGHWAY	LONGVIEW	WA	98632-4055	3,000
6546	US and Protectorate	9362 HWY 16	9362 HWY 16		ONALASKA	WI	54650-8526	4,500

**Payless 6
Store List
Exhibit A US and Protectorates**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	Selling S.F.
6548	US and Protectorate	5020 BAY RD	5020 BAY RD		SAGINAW	MI	48604-2522	3,920
6549	US and Protectorate	2640 BRICE RD	2640 BRICE RD		REYNOLDSBURG	OH	43068-3419	4,500
6552	US and Protectorate	NORTH TOWN CENTER	NORTH TOWN CENTER	3508 PLAINFIELD AVE	GRAND RAPIDS	MI	49525-2719	4,000
6556	US and Protectorate	KOHL'S S/C	KOHL'S S/C	1708 MORSE RD	COLUMBUS	OH	43229-9513	3,219
6559	US and Protectorate	KINGSTON PLAZA	KINGSTON PLAZA	304 PLAZA RD	KINGSTON	NY	12401-2975	3,000
6563	US and Protectorate	SUPERCENTER PLAZA	SUPERCENTER PLAZA	46 SUPERCENTER PLAZA DR	LEWISTOWN	PA	17044-0000	2,400
6567	US and Protectorate	THE MALL AT TUTTLE CROSSING	THE MALL AT TUTTLE CROSSING	5043 TUTTLE CROSSING BLVD	DUBLIN	OH	43016-0000	2,800
6568	US and Protectorate	SHOPPES AT VALLEY FORGE	SHOPPES AT VALLEY FORGE	242 SCHUYLKILL RD	PHOENIXVILLE	PA	19460-5203	2,880
6569	US and Protectorate	WILDCAT COMMONS	WILDCAT COMMONS	201 COLONY LANE	LATROBE	PA	15650-0000	3,000
6570	US and Protectorate	BAYTOWNE PLAZA	BAYTOWNE PLAZA	1900 EMPIRE BLVD	WEBSTER	NY	14580-1934	3,000
6573	US and Protectorate	ELM RIDGE PLAZA	ELM RIDGE PLAZA	270 ELM RIDGE CENTER DRIVE	ROCHESTER	NY	14626-3460	3,503
6575	US and Protectorate	BEDFORD SQUARE SC	BEDFORD SQUARE SC	40 BEDFORD SQUARE SC	EVERETT	PA	15537-0040	3,200
6576	US and Protectorate	CONSUMER SQUARE SC	CONSUMER SQUARE SC	830 COUNTY ROAD 64	ELMIRA	NY	14903-9719	3,150
6581	US and Protectorate	KINGDALE PLAZA	KINGDALE PLAZA	20 W PARK AVE	VINELAND	NJ	08360-3509	2,955
6585	US and Protectorate	NORTH PARK PLAZA	NORTH PARK PLAZA	2279 NORTH PARK DRIVE	HOLLAND	MI	49424-8547	3,200
6586	US and Protectorate	RICHLAND MARKETPLACE	RICHLAND MARKETPLACE	644 NORTH WEST END BOULEV	QUAKERTOWN	PA	18951-0000	3,396
6589	US and Protectorate	MT POCONO PLAZA S/C	MT POCONO PLAZA S/C	3236 RT 940	MOUNT POCONO	PA	18344-1325	2,400
6595	US and Protectorate	WESTFALL TOWNE CENTER	WESTFALL TOWNE CENTER	111 HULST DR	MATAMORAS	PA	18336-2115	3,199
6596	US and Protectorate	1746 WALDEN AVE	1746 WALDEN AVE	SUITE 100	CHEEKTOWAGA	NY	14225-4925	2,874
6600	US and Protectorate	5620 CLEVELAND AVE	5620 CLEVELAND AVE		COLUMBUS	OH	43231-4059	3,816
6601	US and Protectorate	SPEEDWAY S/C	SPEEDWAY S/C	5840 CRAWFORDSVILLE RD	INDIANAPOLIS	IN	46224-3706	4,480
6625	US and Protectorate	1790 N FEDERAL HWY	1790 N FEDERAL HWY		POMPANO BEACH	FL	33062-3230	9,976
6641	US and Protectorate	WESTSHORE PLAZA	WESTSHORE PLAZA	346 WESTSHORE PLAZA	TAMPA	FL	33609-1813	3,122
6680	US and Protectorate	STONEBRIAR CENTRE	STONEBRIAR CENTRE	2601 PRESTON RD	FRISCO	TX	75034-0000	2,023
6685	US and Protectorate	NORTH POINTE PLAZA	NORTH POINTE PLAZA	94 MEADOW PARK AVE	LEWIS CENTER	OH	43035-9477	3,000
6686	US and Protectorate	CIRCLE CENTRE MALL	CIRCLE CENTRE MALL	49 W MARYLAND ST	INDIANAPOLIS	IN	46204-0000	3,000
6695	US and Protectorate	SUNVALLEY MALL	SUNVALLEY MALL	482 SUNVALLEY MALL	CONCORD	CA	94520-5814	2,695
6696	US and Protectorate	MEADOWOOD MALL	MEADOWOOD MALL	5480 MEADOWOOD MALL CIRCLI	RENO	NV	89502-6508	2,827
6698	US and Protectorate	VILLAVERDE SHOPPING CENTER	VILLAVERDE SHOPPING CENTER	3102 W 76TH ST	HIALEAH	FL	33018-3803	3,024
6700	US and Protectorate	JOHNSTON PLAZA	JOHNSTON PLAZA	11 COMMERCE WAY	JOHNSTON	RI	02919-4613	3,000
6711	US and Protectorate	TOWER CITY CENTER	TOWER CITY CENTER	230 W HURON ROAD	CLEVELAND	OH	44113-1418	2,979
6715	US and Protectorate	ELYSIAN FIELD SHOPPING CENTER	ELYSIAN FIELD SHOPPING CENTER	3991 NOLENSVILLE RD	NASHVILLE	TN	37211-4202	2,444
6720	US and Protectorate	THE CENTRE AT PRESTON RIDGE	THE CENTRE AT PRESTON RIDGE	8300 GAYLORD PARKWAY	FRISCO	TX	75034-8567	3,000
6721	US and Protectorate	LAKELINE MALL	LAKELINE MALL	11200 LAKELINE MALL DR	CEDAR PARK	TX	78613-1501	2,813
6728	US and Protectorate	WESTLAND MALL	WESTLAND MALL	1705 WEST 49 ST	HIALEAH	FL	33012-2930	3,662

2103	TTL
2103	US and Protectorate
0	Canada

3,334
3,334
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**Payless 6
Store List
Exhibit A Canada**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
4701	Canada	CAMBRIDGE CENTRE	CAMBRIDGE CENTRE	355 HESPELER ROAD	CAMBRIDGE	ON	N1R 6B3	Canada	2,690
4702	Canada	CENTERPOINT MALL	CENTERPOINT MALL	6464 YONGE ST	NORTH YORK	ON	M2M 3X4	Canada	3,052
4703	Canada	3160 DOUGALL AVE	3160 DOUGALL AVE	BUILDING F	WINDSOR	ON	N9E 1S6	Canada	3,491
4704	Canada	SPRUCE GROVE CENTRE	SPRUCE GROVE CENTRE	96 CAMPSITE RD	SPRUCE GROVE	AB	T7X 4H4	Canada	2,560
4705	Canada	1401 HARMONY RD NORTH	1401 HARMONY RD NORTH	UNIT E 01	OSHAWA	ON	L1H 7K5	Canada	2,545
4706	Canada	6158 BOUL HENRY BOURASSA EAST	6158 BOUL HENRY BOURASSA EAST		MONTREAL-NORD	QC	H1G 5X3	Canada	2,504
4708	Canada	WEST RIDGE PLACE	WEST RIDGE PLACE	3275 MONARCH DR	ORILLIA	ON	L3V 7Z4	Canada	2,938
4709	Canada	181 N QUEEN ST	181 N QUEEN ST		ETOBICOKE	ON	M9C 1A7	Canada	2,718
4711	Canada	KINGS CROSS MALL	KINGS CROSS MALL	7488 KING GEORGE HWY	SURREY	BC	V3W 0H1	Canada	2,567
4712	Canada	MARKET MALL	MARKET MALL	3625 SHAGANAPPI TRAIL N	CALGARY	AB	T3A 0E2	Canada	2,254
4713	Canada	4703 130TH AVENUE SE	4703 130TH AVENUE SE	UNIT 3	CALGARY	AB	T2Z 4J2	Canada	2,475
4715	Canada	SOUTH COMMON MALL	SOUTH COMMON MALL	2136 BURNHAMTHORPE R	MISSISSAUGA	ON	L5L 5Z5	Canada	2,681
4716	Canada	FIRST SIMCHA SHOPPING CENTRES	FIRST SIMCHA SHOPPING CENTRES	1899 BROCK RD BLDG H	PICKERING	ON	L1V 4H7	Canada	2,541
4717	Canada	150 TAUNTON ROAD W	150 TAUNTON ROAD W	BUILDING E	WHITBY	ON	L1R 3H8	Canada	2,646
4719	Canada	WOODSTOCK	WOODSTOCK	523 NORWICH AVE BUILDII	WOODSTOCK	ON	N4S 9A2	Canada	2,043
4720	Canada	16821 HWY 12	16821 HWY 12	UNIT G6	MIDLAND	ON	L4R 0A9	Canada	2,609
4721	Canada	BURLINGTON WAL MART	BURLINGTON WAL MART	4517 DUNDAS UNIT B5	BURLINGTON	ON	L7M 1N9	Canada	3,095
4722	Canada	STONE RD MALL	STONE RD MALL	435 STONE RD WEST	GUELPH	ON	N1G 2X6	Canada	3,011
4723	Canada	1070 MAJOR MACKENZIE DRIVE E	1070 MAJOR MACKENZIE DRIVE E	BLDG M UNIT 1	RICHMOND HILL	ON	L4S 1P3	Canada	2,340
4724	Canada	CHAPMAN MILLS MARKET PLACE	CHAPMAN MILLS MARKET PLACE	80 MARKET PLACE AVE	NEPEAN	ON	K2J 5G3	Canada	2,007
4725	Canada	REGINA WAL MART	REGINA WAL MART	2106 PRINCE WALES DR	REGINA	SK	S4V 3A6	Canada	2,097
4727	Canada	FAIRVIEW PARK MALL	FAIRVIEW PARK MALL	2960 KINGSWAY DR	KITCHENER	ON	N2C 1X1	Canada	3,020
4729	Canada	CARREFOUR LAVAL	CARREFOUR LAVAL	3035 BOUL LE CARREFOUI	LAVAL	QC	H7T 1C8	Canada	2,897
4730	Canada	HEARTLAND TOWN CENTRE	HEARTLAND TOWN CENTRE	6056 MATHESON BLVD WE	MISSISSAUGA	ON	L5R 3T2	Canada	7,064
4731	Canada	13744 40TH ST NW	13744 40TH ST NW		EDMONTON	AB	T5Y 3E5	Canada	2,515
4732	Canada	LEDUC COMMON	LEDUC COMMON	5310 DISCOVERY WAY	LEDUC	AB	T9E 8L9	Canada	2,564
4733	Canada	WEST GATE PLAZA	WEST GATE PLAZA	6007 SOUTHRIDGE AVENU	PRINCE GEORGE	BC	V2N 6Z4	Canada	2,514
4734	Canada	CORNERSTONE OKOTOKF	CORNERSTONE OKOTOKF	301 CORNERSTONE 201 S	OKOTOKS	AB	T1S 2E1	Canada	2,567
4736	Canada	FIRST REXDALE SHOPPING CENTRE	FIRST REXDALE SHOPPING CENTRE	2261 ISLINGTON AVENUE	ETOBICOKE	ON	M9W 3W1	Canada	2,565
4737	Canada	WEST EDMONTON MALL	WEST EDMONTON MALL	8882 170TH STREET NW	EDMONTON	AB	T5T 3J7	Canada	6,503
4738	Canada	CORNERSTONE FT SASKATCHEWAN	CORNERSTONE FT SASKATCHEWAN	115 CORNERSTONE 8701	FORT SASKATCHEWAN	AB	T8L 4P2	Canada	2,759
4739	Canada	WEST PLAIN CENTRE	WEST PLAIN CENTRE	18457 STONY PLAIN RD NW	EDMONTON	AB	T5S 2V6	Canada	2,539
4740	Canada	785 MILNER AVE	785 MILNER AVE	CRU C3	SCARBOROUGH	ON	M1B 3C3	Canada	2,558
5800	Canada	237 YONGE ST	237 YONGE ST		TORONTO	ON	M5B 1N6	Canada	4,500
5801	Canada	DUFFERIN MALL	DUFFERIN MALL	900 DUFFERIN ST	TORONTO	ON	M6H 4B1	Canada	2,331
5802	Canada	OSHAWA CENTRE	OSHAWA CENTRE	419 KING ST WEST	OSHAWA	ON	L1J 2K5	Canada	2,549
5803	Canada	DIXIE OUTLET MALL	DIXIE OUTLET MALL	1250 S SERVICE RD	MISSISSAUGA	ON	L5E 1V4	Canada	3,580
5804	Canada	SQUARE ONE SHOPPING CENTRE	SQUARE ONE SHOPPING CENTRE	100 CITY CENTRE DRIVE	MISSISSAUGA	ON	L5B 2C9	Canada	2,406
5805	Canada	PEN CENTRE	PEN CENTRE	221 GLENDALE AVE	ST CATHARINES	ON	L2T 2K9	Canada	2,352
5806	Canada	PICKERING TOWN CENTER	PICKERING TOWN CENTER	UNIT 195 KINGSTON ROAD	PICKERING	ON	L1V 1B8	Canada	2,587
5808	Canada	NORTH YORK SHERIDAN MALL	NORTH YORK SHERIDAN MALL	1700 WILSON AVE	NORTH YORK	ON	M3L 1B2	Canada	2,692
5811	Canada	BRAMPTON SHOPPERS WORLD	BRAMPTON SHOPPERS WORLD	499 MAIN ST SOUTH	BRAMPTON	ON	L6Y 1N7	Canada	2,779
5812	Canada	2933 QUEEN ST EAST	2933 QUEEN ST EAST	UNIT 3	BRAMPTON	ON	L6T 5P9	Canada	3,035
5813	Canada	LYNDON PARK MALL	LYNDON PARK MALL	84 LYNDEN RD	BRANTFORD	ON	N3R 6B8	Canada	3,053
5814	Canada	ARGYLE MALL	ARGYLE MALL	340 CLARKE ROAD	LONDON	ON	N5W 5G	Canada	2,462
5815	Canada	FIRST BOLTON SHOPPING CENTRE	FIRST BOLTON SHOPPING CENTRE	50 MCEWAN DR EAST J3	BOLTON	ON	L7E 2Y5	Canada	2,955
5816	Canada	CENTRE MALL	CENTRE MALL	1241 BARTON STREET EA	HAMILTON	ON	L8H 2Y4	Canada	2,937
5817	Canada	EASTGATE SQUARE	EASTGATE SQUARE	75 CENTENNIAL PKWY NO	STONEY CREEK	ON	L8G 2C7	Canada	2,964
5818	Canada	GERRARD SQUARE	GERRARD SQUARE	1000 GERRARD STREET E	TORONTO	ON	M4M 3G1	Canada	3,088
5819	Canada	BURLINGTON MALL	BURLINGTON MALL	777 GUELPH LINE	BURLINGTON	ON	L7R 3N2	Canada	3,678
5823	Canada	HILLCREST MALL	HILLCREST MALL	9350 YONGE STREET	RICHMOND HILL	ON	L4C 5G2	Canada	2,834
5824	Canada	UPPER CANADA MALL	UPPER CANADA MALL	17600 YONGE ST	NEWMARKET	ON	L3Y 4Z1	Canada	2,874
5826	Canada	BRAMPTON CORNERS	BRAMPTON CORNERS	78 QUARRY EDGE DR	BRAMPTON	ON	L6V 4L4	Canada	2,882
5827	Canada	LANDSDOWNE PLACE	LANDSDOWNE PLACE	645 LANDSDOWNE STREET	PETERBOROUGH	ON	K9J 7Y5	Canada	3,113
5828	Canada	BRANTFORD COMMONS	BRANTFORD COMMONS	300 KING GEORGE ROAD	BRANTFORD	ON	N3R 5L8	Canada	2,368
5830	Canada	GEORGETOWN MARKETPLACE	GEORGETOWN MARKETPLACE	280 GUELPH ST	GEORGETOWN	ON	L7G 4B1	Canada	2,444
5831	Canada	FAIRVIEW MALL	FAIRVIEW MALL	1800 SHEPPARD AVENUE	NORTH YORK	ON	M2J 5A7	Canada	4,090
5834	Canada	264 MILLENNIUM PKWY	264 MILLENNIUM PKWY	UNIT 6	BELLEVILLE	ON	K8N 4Z5	Canada	2,674
5836	Canada	OAKVILLE UPTOWN	OAKVILLE UPTOWN	275 HAYES BLVD	OAKVILLE	ON	L6H 6M2	Canada	2,835
5838	Canada	NEW FAIRVIEW MALL	NEW FAIRVIEW MALL	285 GENEVA ST	ST CATHARINES	ON	L2N 2G1	Canada	2,500
5839	Canada	ERIN MILLS TOWN CENTER	ERIN MILLS TOWN CENTER	5100 ERIN MILLS PKWY	MISSISSAUGA	ON	L5M 4Z5	Canada	2,779
5840	Canada	MOUNTAIN PLAZA MALL	MOUNTAIN PLAZA MALL	661 UPPER JAMES ST	HAMILTON	ON	L9C 5R8	Canada	3,254
5842	Canada	MARLBOROUGH MALL	MARLBOROUGH MALL	1156-3800 MEMORIAL DRIV	CALGARY	AB	T2A 2K2	Canada	2,705
5843	Canada	NORTHLAND MALL	NORTHLAND MALL	5111 NORTHLAND DR NW	CALGARY	AB	T2L 2J8	Canada	2,416
5844	Canada	MILLWOODS TOWN CENTER	MILLWOODS TOWN CENTER	2331 66TH ST NW	EDMONTON	AB	T6K 4B5	Canada	2,996
5845	Canada	KINGSWAY MALL	KINGSWAY MALL	109 ST AND PRINCESS ELI	EDMONTON	AB	T5G 3A6	Canada	2,949
5846	Canada	ST ALBERT CENTRE	ST ALBERT CENTRE	375 ST ALBERT TRAIL	ST. ALBERT	AB	T8N 3K8	Canada	3,533
5847	Canada	MASONVILLE PLACE	MASONVILLE PLACE	1680 RICHMOND ST N	LONDON	ON	N6G 3Y9	Canada	2,627
5850	Canada	HALIFAX SHOPPING CENTRE	HALIFAX SHOPPING CENTRE	7001 MUMFORD ROAD	HALIFAX	NS	B3L 1L3	Canada	2,642
5851	Canada	DOWNTOWN CHATHAM CENTRE	DOWNTOWN CHATHAM CENTRE	100 KING ST WEST	CHATHAM	ON	N7M 6A5	Canada	2,551
5852	Canada	ELGIN MALL	ELGIN MALL	417 WELLINGTON ST	ST THOMAS	ON	N5R 5J5	Canada	2,560
5854	Canada	TECUMSEH MALL	TECUMSEH MALL	7650 TECUMSEH RD EAST	WINDSOR	ON	N8T 1E9	Canada	2,953
5855	Canada	BRENTWOOD TOWN CENTRE	BRENTWOOD TOWN CENTRE	4567 LOUGHEED HWY	BURNABY	BC	V5C 3Z6	Canada	2,561
5857	Canada	LANDSDOWNE CENTRE	LANDSDOWNE CENTRE	5300 N 3 RD	RICHMOND	BC	V6X 2X9	Canada	2,838
5858	Canada	CENTRAL CITY SHOPPING CENTRE	CENTRAL CITY SHOPPING CENTRE	2170 CENTRAL CITY	SURREY	BC	V3T 2W1	Canada	2,454
5861	Canada	SURREY WEST SHOPPING CENTER	SURREY WEST SHOPPING CENTER	12477 88TH AVE	SURREY	BC	V3W 1P1	Canada	2,598
5863	Canada	BILLINGS BRIDGE PLAZA	BILLINGS BRIDGE PLAZA	2277 RIVERSIDE DR	OTTAWA	ON	K1H 7X6	Canada	3,966
5865	Canada	PLACE D'ORLEANS	PLACE D'ORLEANS	110 PLACE D'ORLEANS DR	ORLEANS	ON	K1C 2L9	Canada	2,999
5868	Canada	GUILDFORD TOWN CENTER	GUILDFORD TOWN CENTER	10355 152ND ST	SURREY	BC	V3R 7C1	Canada	2,716
5869	Canada	WOODBINE CENTRE	WOODBINE CENTRE	500 REXDALE BOULEVARE	ETOBICOKE	ON	M9W 6K1	Canada	2,762
5871	Canada	MALVERN TOWN CENTRE	MALVERN TOWN CENTRE	31 TAPSCOTT ROAD	SCARBOROUGH	ON	M1B 4Y7	Canada	3,522
5872	Canada	HERITAGE PLACE	HERITAGE PLACE	1350 16TH ST EAST	OWEN SOUND	ON	N4K 6N7	Canada	2,898
5874	Canada	WEST EDMONTON MALL	WEST EDMONTON MALL	8882 170TH	EDMONTON	AB	T5T 4J2	Canada	4,338
5875	Canada	PARKLAND MALL	PARKLAND MALL	4747 67TH STREET	RED DEER	AB	T4N 6H3	Canada	2,840
5876	Canada	LONDONDERRY MALL	LONDONDERRY MALL	137 AVE & 66 ST	EDMONTON	AB	T5C 3C8	Canada	5,346
5877	Canada	SOUTH EDMONTON COMMON	SOUTH EDMONTON COMMON	2083 98 ST NW	EDMONTON	AB	T6N 1K2	Canada	2,770
5878	Canada	EDMONTON CITY CENTRE EAST	EDMONTON CITY CENTRE EAST	122 101 102ND AVE	EDMONTON	AB	T5J 2Z2	Canada	2,875
5879	Canada	NORTH HILL CENTRE	NORTH HILL CENTRE	1632 14TH AVE NORTH	CALGARY	AB	T2N 1M7	Canada	2,547
5880	Canada	NORTH MAPLE CENTRE	NORTH MAPLE CENTRE	877 ST CLAIR ST	CHATHAM	ON	N7M 5J7	Canada	2,555
5881	Canada	SHAWNESSY TOWNE CENTER	SHAWNESSY TOWNE CENTER	296 SHAWVILLE BLVD SOL	CALGARY	AB	T2Y 3S4	Canada	2,924
5882	Canada	HANEY PLACE MALL	HANEY PLACE MALL	35 11900 HANEY PLACE	MAPLE RIDGE	BC	V2X 8R9	Canada	2,242
5883	Canada	MILTON CROSS ROADS	MILTON CROSS ROADS	1250 STEELES AVE EAST	MILTON	ON	L9T 6R1	Canada	3,024
5884	Canada	STRAWBERRY HILL	STRAWBERRY HILL	12101 72ND AVE	SURREY	BC	V3W 2M	Canada	2,902
5885	Canada	WOODGROVE CENTRE	WOODGROVE CENTRE	6631 ISLAND HWY NORTH	NANAIMO	BC	V9T 4T7	Canada	3,084

**Payless 6
Store List
Exhibit A Canada**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
5886	Canada	TILLCUM MALL	TILLCUM MALL	3170 TILLCUM RD	VICTORIA	BC	V9A 7C5	Canada	2,558
5887	Canada	DEVONSHIRE MALL	DEVONSHIRE MALL	3100 HOWARD AVE	WINDSOR	ON	N8X 3Y8	Canada	3,148
5889	Canada	TILLSONBURG TOWN CENTRE	TILLSONBURG TOWN CENTRE	200 BROADWAY STREET	TILLSONBURG	ON	N4G 5A7	Canada	2,400
5890	Canada	SUNRISE SHOPPING CENTER	SUNRISE SHOPPING CENTER	1400 OTTAWA STREET SO	KITCHENER	ON	N2E 4E2	Canada	6,477
5891	Canada	SHOPPERS WORLD DANFORTH	SHOPPERS WORLD DANFORTH	3003 DANFORTH AVENUE	EAST YORK	ON	M4C 1M4	Canada	2,992
5892	Canada	SUNRIDGE MALL	SUNRIDGE MALL	2525 36 STREET NE	CALGARY	AB	T1Y 5T4	Canada	2,603
5893	Canada	PARK PLACE	PARK PLACE	501 1ST AVE S	LETHBRIDGE	AB	T1J 4L9	Canada	2,537
5894	Canada	WILLOWBROOK SHOPPING CENTRE	WILLOWBROOK SHOPPING CENTRE	19705 FRASER HWY	LANGLEY	BC	V3A 7E9	Canada	2,799
5896	Canada	THE BAY CENTRE	THE BAY CENTRE	300-1150 DOUGLAS ST	VICTORIA	BC	V8W 3M1	Canada	3,030
5900	Canada	PLACE VERTU	PLACE VERTU	3131 COTE VERTU	SAINT-LAURENT	QC	H4R 1Y8	Canada	3,155
5901	Canada	CENTRE LAVAL	CENTRE LAVAL	1600 LE CORBUSIER BOUL	LAVAL	QC	H7S 1Y9	Canada	2,709
5902	Canada	CARREFOUR ANGRIGNON	CARREFOUR ANGRIGNON	7077 NEWMAN BOULEVAR	LASALLE	QC	H8N 1X1	Canada	3,050
5903	Canada	PLACE VERSAILLES	PLACE VERSAILLES	7275 RUE SHERBROOKE E	MONTREAL	QC	H1N 1E9	Canada	2,995
5904	Canada	CARREFOUR DU NORD	CARREFOUR DU NORD	900 BOULEVARD GRIGNON	SAINT-JEROME	QC	J7Y 3S7	Canada	3,536
5908	Canada	LAWRENCE SQUARE	LAWRENCE SQUARE	700 LAWRENCE AVE WEST	NORTH YORK	ON	M6A 3B4	Canada	2,945
5909	Canada	VILLAGE GREEN MALL	VILLAGE GREEN MALL	4900 27TH ST	VERNON	BC	V1T 7G7	Canada	2,511
5910	Canada	COTTONWOOD MALL	COTTONWOOD MALL	45585 LUCKUKUCK WAY	CHILLIWACK	BC	V2R 1A1	Canada	2,607
5911	Canada	ABERDEEN MALL	ABERDEEN MALL	216A 1320 W TRANS CANA	KAMLOOPS	BC	V1S 1J2	Canada	2,827
5912	Canada	WESTBROOK MALL	WESTBROOK MALL	1200 37TH ST SW	CALGARY	AB	T3C 1S2	Canada	2,400
5914	Canada	SOUTH OAKVILLE CENTRE	SOUTH OAKVILLE CENTRE	1515 REBECCA ST	OAKVILLE	ON	L6L 5G8	Canada	2,315
5916	Canada	ORCHARD PARK	ORCHARD PARK	2271 HARVEY AVE	KELOWNA	BC	V1Y 6H2	Canada	2,439
5919	Canada	CEDARBRAE MALL	CEDARBRAE MALL	3495 LAWRENCE AVE EAS	SCARBOROUGH	ON	M1H 1B3	Canada	3,000
5920	Canada	LYNN VALLEY CENTRE	LYNN VALLEY CENTRE	1199 LYNN VALLEY RD	NORTH VANCOUVER	BC	V7J 3H2	Canada	2,005
5921	Canada	FIRST LONDON NORTH	FIRST LONDON NORTH	1310 FANSHAWE PK RD W	LONDON	ON	N6G 5B1	Canada	2,567
5922	Canada	PLAZA RUE ST HUBERT	PLAZA RUE ST HUBERT	7043 ST HUBERT	MONTREAL	QC	H2S 2N1	Canada	4,300
5923	Canada	LES JARDINS DORVAL	LES JARDINS DORVAL	372 AVE DORVAL	DORVAL	QC	H9S 3H8	Canada	2,964
5924	Canada	PLACE ST-EUSTACHE	PLACE ST-EUSTACHE	367 ARTHUR SAUVE BLVD	SAINT-EUSTACHE	QC	J7P 2B1	Canada	3,095
5926	Canada	LE BOULEVARD	LE BOULEVARD	4278 JEAN TALON ST E	SAINT-LEONARD	QC	H1S 1J7	Canada	2,950
5927	Canada	PROMENADES DE SOREL	PROMENADES DE SOREL	450 PROLIQOIN BLVD	SOREL-TRACY	QC	J3P 7R5	Canada	2,408
5928	Canada	NEW SUDBURY CENTRE	NEW SUDBURY CENTRE	1349 LASALLE BLVD	SUDBURY	ON	P3A 1Z2	Canada	2,541
5929	Canada	INTERCITY SHOPPING CENTRE	INTERCITY SHOPPING CENTRE	1000 FT WILLIAM RD	THUNDER BAY	ON	P7B 6B9	Canada	2,086
5930	Canada	QUINTE MALL	QUINTE MALL	390 NORTH FRONT ST	BELLEVILLE	ON	K8P 3E1	Canada	3,189
5931	Canada	CLARINGTON SHOPPING CENTRE	CLARINGTON SHOPPING CENTRE	70 CLARINGTON BLVD	BOWMANVILLE	ON	L1C 5A5	Canada	3,078
5932	Canada	CORNWALL SQUARE	CORNWALL SQUARE	1 WATER STREET EAST	CORNWALL	ON	K6H 6R3	Canada	2,668
5933	Canada	673 YONGE ST	673 YONGE ST		TORONTO	ON	M4Y 1Z9	Canada	4,612
5935	Canada	BONNIE DOON SHOPPING CENTRE	BONNIE DOON SHOPPING CENTRE	82ND AVE/83D ST	EDMONTON	AB	T6C 4E3	Canada	3,107
5936	Canada	THE MALL AT LAWSON HEIGHTS	THE MALL AT LAWSON HEIGHTS	134 PRIMROSE DR	SASKATOON	SK	S7K 5S6	Canada	2,574
5937	Canada	GRASSLANDS SHOPPING CENTER	GRASSLANDS SHOPPING CENTER	4638 GORDON ROAD	REGINA	SK	S4W 0B1	Canada	2,375
5938	Canada	PORTAGE PLACE	PORTAGE PLACE	393 PORTAGE AVE	WINNIPEG	MB	R3B 3H6	Canada	3,001
5941	Canada	PROMENADES DE LA CATHEDRALE	PROMENADES DE LA CATHEDRALE	625 RUE STE CATHERINES	MONTREAL	QC	H3B 1B2	Canada	2,784
5943	Canada	LES PROMENADES ST-BRUNO	LES PROMENADES ST-BRUNO	506 BOULEVARD DES PRO	SAINT-BRUNO	QC	J3V 6A8	Canada	2,329
5944	Canada	CENTRE FAIRVIEW POINTE-CLAIRE	CENTRE FAIRVIEW POINTE-CLAIRE	6815 AUTOROUTE TRANS	POINTE-CLAIRE	QC	H9R 1C4	Canada	2,389
5945	Canada	CORNWALL CENTRE	CORNWALL CENTRE	2102 11TH AVE	REGINA	SK	S4P 3Y6	Canada	2,846
5947	Canada	GARDEN CITY SHOPPING CENTRE	GARDEN CITY SHOPPING CENTRE	2305 MCPHILLIPS ST	WINNIPEG	MB	R2V 3E1	Canada	2,906
5948	Canada	MIDTOWN PLAZA	MIDTOWN PLAZA	21ST ST EAST	SASKATOON	SK	S7K 1J9	Canada	2,519
5949	Canada	ORANGEVILLE FAIRGROUNDS	ORANGEVILLE FAIRGROUNDS	95 FIRST	ORANGEVILLE	ON	L9W 3Z9	Canada	2,614
5950	Canada	DURHAM CENTRE	DURHAM CENTRE	40 KINGSTON RD E	AJAX	ON	L1Z 1G1	Canada	6,921
5951	Canada	TIMMINS SQUARE	TIMMINS SQUARE	1500 RIVERSIDE DR W	TIMMINS	ON	P4R 1A1	Canada	2,365
5952	Canada	CROSSROADS STATION SHOPPING CENTRE	CROSSROADS STATION SHOPPING CENTRE	1574A REGENT AVENUE W	WINNIPEG	MB	R2C 3B4	Canada	2,845
5953	Canada	KILDONAN PLACE	KILDONAN PLACE	1555 REGENT AVE WEST	WINNIPEG	MB	R2C 4J2	Canada	2,889
5954	Canada	ALBION CENTRE	ALBION CENTRE	1530 ALBION RD	ETOBICOKE	ON	M9V 1B4	Canada	2,808
5955	Canada	LIMERIDGE MALL	LIMERIDGE MALL	999 UPPER WENTWORTH	HAMILTON	ON	L9A 4X5	Canada	2,609
5957	Canada	SEAWAY MALL	SEAWAY MALL	800 NIAGARA STREET	WELLAND	ON	L3C 5Z4	Canada	2,806
5958	Canada	203 WYE RD	203 WYE RD		SHERWOOD PARK	AB	T8A 2G4	Canada	2,533
5959	Canada	GATEWAY POWER CENTRE	GATEWAY POWER CENTRE	11020 100 AVE	GRANDE PRAIRIE	AB	T8V 7L5	Canada	2,638
5962	Canada	FIRST PRO ORLEANS	FIRST PRO ORLEANS	3890 INNES RD	ORLEANS	ON	K1C 1T1	Canada	2,844
5964	Canada	PROMENADES DE L'OUTAOUAIS	PROMENADES DE L'OUTAOUAIS	1100 MALONEY BLVD WES	GATINEAU	QC	J8T 6G3	Canada	2,614
5965	Canada	CENTRE REGIONAL CHATEAUGUAY	CENTRE REGIONAL CHATEAUGUAY	200 ANJOU BLVD	CHATEAUGUAY	QC	J6K 1C5	Canada	2,540
5967	Canada	EGLINTON SQUARE SHOPPING CENTER	EGLINTON SQUARE SHOPPING CENTER	1 EGLINTON SQUARE EAS	SCARBOROUGH	ON	M1L 2K1	Canada	2,528
5968	Canada	MARKET MALL	MARKET MALL	2325 PRESTON AVE	SASKATOON	SK	S7J 2G2	Canada	2,253
5969	Canada	BRAMALEA CITY CENTRE	BRAMALEA CITY CENTRE	25 PEEL CENTRE DRIVE	BRAMPTON	ON	L6T 3R5	Canada	3,127
5970	Canada	METROPOLIS AT METROTOWN	METROPOLIS AT METROTOWN	4700 KINGSWAY	BURNABY	BC	V5H 4M1	Canada	2,800
5971	Canada	METROPOLIS AT METROTOWN	METROPOLIS AT METROTOWN	131 - 4800 KINGSWAY	BURNABY	BC	V5H 4J2	Canada	2,568
5973	Canada	LAMBTON MALL	LAMBTON MALL	1380 LONDON ROAD	SARNIA	ON	N7S 1P8	Canada	2,378
5974	Canada	COQUITLAM CENTRE	COQUITLAM CENTRE	2929 BARNET HIGHWAY	COQUITLAM	BC	V3B 5R5	Canada	3,043
5975	Canada	MICMAC MALL	MICMAC MALL	21 MICMAC BOULEVARD	DARTMOUTH	NS		Canada	2,607
5979	Canada	CHINOOK CENTRE	CHINOOK CENTRE	6455 MACLEOD TRAIL SW	CALGARY	AB	T2H 0K9	Canada	2,384
5980	Canada	CORNERSTONE PRINCE ALBERT	CORNERSTONE PRINCE ALBERT	800-15TH ST EAST	PRINCE ALBERT	SK	S6V 8E3	Canada	2,492
5981	Canada	MC ALLISTER PLACE	MC ALLISTER PLACE	519 WESTMORLAND ROAD	SAINT JOHN	NB	E2J 3W5	Canada	2,500
5984	Canada	HILLSIDE SHOPPING CENTER	HILLSIDE SHOPPING CENTER	1644 HILLSIDE AVENUE	VICTORIA	BC	V8T 2C5	Canada	2,573
5985	Canada	MERIVALE MALL	MERIVALE MALL	1642 MERIVALE ROAD	NEPEAN	ON	K2G 4A1	Canada	4,185
5986	Canada	KANATA CENTRUM	KANATA CENTRUM	120 EARL GREY DR	KANATA	ON	K2T 1B6	Canada	2,493
5988	Canada	ST VITAL	ST VITAL	1225 ST MARY'S ROAD	WINNIPEG	MB	R2M 5E5	Canada	2,613
5989	Canada	REGENT MALL	REGENT MALL	1381 REGENT STREET	FREDERICTON	NB	E3C 1A2	Canada	2,241
5990	Canada	TRURO MALL	TRURO MALL	245 ROBIE STREET	TRURO	NS	B2N 5N6	Canada	2,566
5991	Canada	LLOYDMINSTER POWER CENTER	LLOYDMINSTER POWER CENTER	7003 44TH ST	LLOYDMINSTER	AB	T9V 2X1	Canada	2,683
5993	Canada	RICHMOND CENTRE	RICHMOND CENTRE	1115-6551 NO. 3 ROAD	RICHMOND	BC	V6Y 2B6	Canada	2,401
5994	Canada	CARLINGWOOD MALL	CARLINGWOOD MALL	2121 CARLING AVE	OTTAWA	ON	K2A 1H2	Canada	3,354
5995	Canada	MAYFLOWER MALL	MAYFLOWER MALL	800 GRAND LAKE ROAD	SYDNEY	NS	B1P 6S9	Canada	2,220
5998	Canada	CONESTOGA MALL	CONESTOGA MALL	550 KING ST N	WATERLOO	ON	N2L 5W6	Canada	2,269
6901	Canada	CLOVERDALE MALL	CLOVERDALE MALL	250 THE EAST MALL	ETOBICOKE	ON	M9B 3Y8	Canada	2,327
6905	Canada	PLACE LAURIER	PLACE LAURIER	2700 BLVD LAURIER	QUEBEC CITY	QC	G1V 2L8	Canada	2,201
6910	Canada	PLACE LONGUEUIL	PLACE LONGUEUIL	825 OUEST ST LAURENT	LONGUEUIL	QC	J4K 2V1	Canada	3,234
6911	Canada	VAUGHAN MILLS	VAUGHAN MILLS	1 BASS PRO MILLS DR	CONCORD	ON	L4K 5W4	Canada	2,769
6913	Canada	BAYFIELD STREET LIVINGSTONE RD	BAYFIELD STREET LIVINGSTONE RD	462 BAYFIELD STREET	BARRIE	ON	L4M 5A2	Canada	2,744
6915	Canada	POLO PARK SHOPPING CENTRE	POLO PARK SHOPPING CENTRE	1485 PORTAGE AVE	WINNIPEG	MB	R3G 0W1	Canada	2,591
6916	Canada	DISCOVERY HARBOUR CENTRE	DISCOVERY HARBOUR CENTRE	160 1436 ISLAND HWY	CAMPBELL RIVER	BC	V9W 8C1	Canada	3,095
6917	Canada	NORTHGATE MALL	NORTHGATE MALL	1500 FISHER ST	NORTH BAY	ON	P1B 2J1	Canada	3,158
6918	Canada	CORNERSTONE SHOPPING CENTER	CORNERSTONE SHOPPING CENTER	160 CORNERSTONE 6800-	CAMROSE	AB	T4V 4T1	Canada	2,745
6919	Canada	ANCASTER PLAZA	ANCASTER PLAZA	1080 WILSON STREET WE	ANCASTER	ON	L9G 3K9	Canada	2,748
6920	Canada	WESTRIDGE SHOPPING CENTRE	WESTRIDGE SHOPPING CENTRE	170 WINDFLOWER GATE	WOODBRIIDGE	ON	L4L 9K8	Canada	3,020
6921	Canada	SHOPPERS MALL	SHOPPERS MALL	1570 18TH ST	BRANDON	MB	R7A 5C5	Canada	2,530
6922	Canada	MAPLEVIEW SHOPPING CENTRE	MAPLEVIEW SHOPPING CENTRE	900 MAPLE AVENUE	BURLINGTON	ON	L7S 2J8	Canada	2,245
6923	Canada	THE SHERIDAN CENTRE	THE SHERIDAN CENTRE	2225 ERIN MILLS PARKWA	MISSISSAUGA	ON	L5K 1T9	Canada	2,272

**Payless 6
Store List
Exhibit A Canada**

Str	GRP	Name/Mall	Address	Address 2	City	ST	Zip	US / CA	Selling S.F.
6924	Canada	WOODLAND HILLS CENTRE	WOODLAND HILLS CENTRE	18040 YONGE ST	NEWMARKET	ON	L3Y 8S4	Canada	2,715
6926	Canada	CHAMPLAIN PLACE	CHAMPLAIN PLACE	477 PAUL ST	DIEPPE	NB	E1A 4X5	Canada	2,928
6927	Canada	HIGHLAND SQUARE	HIGHLAND SQUARE	689 WESTVILLE RD	NEW GLASGOW	NS	B2H 2J6	Canada	2,153
6928	Canada	YARMOUTH MALL	YARMOUTH MALL	76 STARRS RD	YARMOUTH	NS	B5A 2T5	Canada	2,522
6929	Canada	LANGLEY WALMART	LANGLEY WALMART	20202 66TH AVENUE	LANGLEY	BC	V2Y 1P3	Canada	2,608
6930	Canada	PETER POND MALL	PETER POND MALL	9713 HARDIN STREET	FORT MCMURRAY	AB	T9H 1L2	Canada	2,739
6932	Canada	CARREFOUR DE LA POINTE	CARREFOUR DE LA POINTE	12675 SHERBROOKE ST E	POINTE-AUX-TREMBLES	QC	H1A 3W1	Canada	2,350
6934	Canada	WAL MART CENTRE	WAL MART CENTRE	121 A BUCHANAN ST	CHARLOTTETOWN	PE	C1E 1K1	Canada	2,727
6935	Canada	288 ERIE STREET	288 ERIE STREET	UNIT D	LEAMINGTON	ON	N8H 3C5	Canada	2,602
6938	Canada	STRATFORD FESTIVAL MARKETPLACE	STRATFORD FESTIVAL MARKETPLACE	1067 ONTARIO ST	STRATFORD	ON	N5A 6W1	Canada	2,311
6940	Canada	LLOYD D JACKSON SQUARE	LLOYD D JACKSON SQUARE	2 KING STREET WEST	HAMILTON	ON	L8P 1A2	Canada	2,939
6941	Canada	NORTHGATE SHOPPING CENTRE	NORTHGATE SHOPPING CENTRE	489 ALBERT ST N	REGINA	SK	S4R 3C4	Canada	2,760
6944	Canada	SEVENOAKS SHOPPING CENTRE	SEVENOAKS SHOPPING CENTRE	32900 SOUTH FRASER WA	ABBOTSFORD	BC	V2S 5A1	Canada	2,971
6945	Canada	CATARAQUI TOWN CENTER	CATARAQUI TOWN CENTER	945 GARDINERS RD	KINGSTON	ON	T4H 7H4	Canada	2,180
6946	Canada	1659 KENASTON BLVD	1659 KENASTON BLVD	UNIT 1	WINNIPEG	MB	R3P 2M4	Canada	2,775
6948	Canada	GRANITE DRIVE PLAZA	GRANITE DRIVE PLAZA	52 SILVER FOX AVE	NEW MINAS	NS	B4N 0E4	Canada	2,581
6949	Canada	KINGSGATE MALL	KINGSGATE MALL	370 EAST BROADWAY	VANCOUVER	BC	V5T 4G5	Canada	2,897
6951	Canada	NORTH PARK PLAZA	NORTH PARK PLAZA	1383 LAWRENCE AVENUE	NORTH YORK	ON	M6L 1A4	Canada	3,000
6954	Canada	SOUTHPOINTE COMMONS	SOUTHPOINTE COMMONS	2004 50TH AVE	RED DEER	AB	T4R 3A2	Canada	2,554
6955	Canada	MAIL CHAMPLAIN	MAIL CHAMPLAIN	2151 BOUL LAPINIERE	BROSSARD	QC	J4W 2T5	Canada	2,157
6956	Canada	SOUTHCENTRE MALL	SOUTHCENTRE MALL	100 ANDERSON ROAD SE	CALGARY	AB	T2J 3V1	Canada	2,730
6959	Canada	20 NEW PINE GROVE RD	20 NEW PINE GROVE RD	UNIT 1	BRIDGEWATER	NS	B4V 4H5	Canada	2,508
6960	Canada	WHITE OAKS SQUARE	WHITE OAKS SQUARE	12222-137 AVE	EDMONTON	AB	T5L 4X5	Canada	2,316
6961	Canada	GRANVILLE STREET PLAZA	GRANVILLE STREET PLAZA	454 GRANVILLE ST N	SUMMERSIDE	PE	C1N 4K7	Canada	2,450
6962	Canada	PEMBROKE MALL	PEMBROKE MALL	1100 PEMBROKE ST EAST	PEMBROKE	ON	K8A 6Y7	Canada	2,505
6965	Canada	MAYFAIR SHOPPING CENTRE	MAYFAIR SHOPPING CENTRE	3147 DOUGLAS ST	VICTORIA	BC	V8Z 6E3	Canada	2,095
6966	Canada	BEDFORD COMMONS	BEDFORD COMMONS	105 DAMASCUS ROAD	BEDFORD	NS	B4A 0C2	Canada	2,500
6968	Canada	PINE CENTRE	PINE CENTRE	3055 MASSEY DRIVE	PRINCE GEORGE	BC	V2N 2S9	Canada	2,296
6970	Canada	5405 BOULEVARD ROBERT-BOURASSA	5405 BOULEVARD ROBERT-BOURASSA		LAVAL	QC	H7E 0A4	Canada	2,564
6971	Canada	PLACE ALEXIS NIHON	PLACE ALEXIS NIHON	1500 ATWATER	WESTMOUNT	QC	H3Z 3C1	Canada	2,450
6972	Canada	SOUTHRIDGE MALL	SOUTHRIDGE MALL	1933 REGENT ST	SUDBURY	ON	P3E 5R2	Canada	2,570
6974	Canada	SMART CENTRES GUELPH	SMART CENTRES GUELPH	17 WOODLAWN RD WEST	GUELPH	ON	N1H 1G6	Canada	2,426
6975	Canada	SCARBOROUGH TOWN CENTRE	SCARBOROUGH TOWN CENTRE	300 BOROUGH DRIVE	SCARBOROUGH	ON	M1P 4P5	Canada	3,702
6978	Canada	OAKWOOD PLACE SHOPPING	OAKWOOD PLACE SHOPPING	7481 OAKWOOD DR	NIAGARA FALLS	ON	L2E 7K5	Canada	2,536
6980	Canada	WINSTON CHURCHILL DEVELOPMENTS	WINSTON CHURCHILL DEVELOPMENTS	3055 ARGENTIA RD 1	MISSISSAUGA	ON	L5N 8E1	Canada	2,854
6981	Canada	UNICITY MALL	UNICITY MALL	3653 PORTAGE AVE	WINNIPEG	MB	R3K 2G6	Canada	2,614
6982	Canada	PROMENADE MALL	PROMENADE MALL	1 PROMENADE CIRCLE	THORNHILL	ON	L4J 4P8	Canada	3,584
6984	Canada	117 MONTEE MASSON	117 MONTEE MASSON	BLDG J-2	MASCOUCHE	QC	J7K 3B4	Canada	2,455
6985	Canada	1055 HILLSIDE DRIVE	1055 HILLSIDE DRIVE		KAMLOOPS	BC	V2E 2S5	Canada	2,540
6986	Canada	ST LAURENT SHOPPING CENTRE	ST LAURENT SHOPPING CENTRE	1200 ST LAURENT BLVD	OTTAWA	ON	K1K 3B8	Canada	1,958
6988	Canada	420 VANSICKLE RD 1	420 VANSICKLE RD 1	UNIT E-07	ST CATHARINES	ON	L2R 6P9	Canada	3,037
6989	Canada	3724 MAYOR MAGRATH DRIVE S	3724 MAYOR MAGRATH DRIVE S		LETHBRIDGE	AB	T1K 7T6	Canada	2,531
6990	Canada	HAMILTON WALMART CENTRE	HAMILTON WALMART CENTRE	2176 RYMAL ROAD E	HANNON	ON	L0R 1P0	Canada	2,550
6995	Canada	THE CORE	THE CORE	317 7TH AVENUE SW	CALGARY	AB	T2P 2Y9	Canada	2,774
6996	Canada	BAYSHORE SC	BAYSHORE SC	100 BAYSHORE DR	NEPEAN	ON	K2B 8C1	Canada	3,336
7171	Canada	SAULT CENTRE	SAULT CENTRE	518 GREAT NORTHERN RD	SAULT STE. MARIE	ON	P6B 4Z9	Canada	2,446
7172	Canada	FIRST PRO BROCKVILLE	FIRST PRO BROCKVILLE	1958 PARKEDALE AVE	BROCKVILLE	ON	K6V 7N4	Canada	2,531
7174	Canada	ST ANNES PLAZA	ST ANNES PLAZA	930 ST ANNE ST	BATHURST	NB	E2A 6X2	Canada	2,500
7177	Canada	EGLINTON SMART CENTRES	EGLINTON SMART CENTRES	1900 EGLINTON AVE E	SCARBOROUGH	ON	M1L 2L9	Canada	2,643
7178	Canada	AURORA SMART CENTRES	AURORA SMART CENTRES	91 FIRST COMMERCE DR	AURORA	ON	L4G 0G2	Canada	2,447
7179	Canada	OTTAWA TRAIN YARDS	OTTAWA TRAIN YARDS	500 TERMINAL AVE	OTTAWA	ON	K1G 0Z3	Canada	3,242
7180	Canada	CROSS IRON MILLS	CROSS IRON MILLS	261055 CROSS IRON BLVD	ROCKY VIEW COUNTY	AB	T4A 0G3	Canada	3,831
7181	Canada	530-700 ST ALBERT TRAIL	530-700 ST ALBERT TRAIL	BUILDING E	ST. ALBERT	AB	T8N 7A5	Canada	2,362
7182	Canada	804 GRANVILLE STREET	804 GRANVILLE STREET		VANCOUVER	BC	V6Z 1K3	Canada	5,207
7183	Canada	DARTMOUTH CROSSING	DARTMOUTH CROSSING	89 HECTOR GATE	DARTMOUTH	NS	B3B 0B8	Canada	3,500
7189	Canada	AVALON MALL	AVALON MALL	48 KENMOUNT ROAD	ST. JOHN'S	NL	A1B 1W1	Canada	2,428
7190	Canada	THE VILLAGE SHOPPING CENTER	THE VILLAGE SHOPPING CENTER	430 TOPSAIL ROAD	ST. JOHN'S	NL	A1E 4N1	Canada	2,500
7191	Canada	WHITE OAKS MALL	WHITE OAKS MALL	1105 WELLINGTON ROAD	LONDON	ON	N6E 1V4	Canada	2,540
7192	Canada	CORNER BROOK PLAZA	CORNER BROOK PLAZA	44 MAPLE VALLEY ROAD	CORNER BROOK	NL	A2H 6L8	Canada	3,242
7194	Canada	IRA NEEDLES	IRA NEEDLES	200 THE BOARDWALK UNIT	KITCHENER	ON	N2N 0B1	Canada	2,493

Exhibit B

Distribution Centers

1 Collective Way
Brookville, OH

Exhibit C

Consultant Controlled Expenses

	US and Protectorates	Canada (in USD)	Total
	\$ (000's)	\$ (000's)	\$ (000's)
<u>Operational Expenses</u>			
Advertising			
Signs and Banners	2,397	283	\$2,680
Broadcast (TV)	725	135	\$860
Email / Social Media	450	65	\$515
Grassroots/Signwalkers	4,654	368	\$5,022
Subtotal - Advertising	8,226	851	9,077
Leads, Regionals, F&A	975		\$975
FT Consultants	3,808	503	\$4,311
PT Consultants	462	46	\$508
Travel	470	36	\$506
Supervision	5,715	585	\$6,300
Total	13,941	1,436	15,377

Exhibit D

File

Due Diligence files in 1.8 Inventory Files:

- 1.8.1 Request_set1-250 to 500.xls
- 1.8.2 Request_set2-500-750.xls
- 1.8.3 Request_set3-751 to 1250.xls
- 1.8.4 Request_set4-1251 to 2250.xls
- Request_set5-2250 to 3250.xls
- 1.8.5 Request_set6-3251 to 3707.xls
- 1.8.6 Request_set_frst_250.xls

Plus similar files for any missing locations in the above

Court File No.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF STEPHEN MAROTTA

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Lawyers for Payless ShoeSource Canada Inc., Payless
ShoeSource Canada GP Inc. and Payless ShoeSource Canada LP

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE _____REGIONAL) ~~WEEKDAY~~TUESDAY, THE ~~#19th~~
)
SENIOR JUSTICE _____MORAWETZ) DAY OF ~~MONTH~~FEBRUARY, ~~20YR~~2019

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, ~~C.c.~~ C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS
SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC. ~~[AND
THOSE OTHER ENTITIES LISTED ON SCHEDULE "A" HERETO]~~

(the "Applicants")

INITIAL ORDER

THIS APPLICATION, made by the ~~Applicant~~Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Stephen Marotta sworn ~~[DATE]~~February [18], 2019 (the "Marotta Affidavit") and the Exhibits thereto, and the pre-filing report dated February [19], 2019 of FTI Consulting Canada Inc. ("FTI"), in its capacity as the proposed Monitor of the Payless Canada Entities (as defined below) (the "Pre-Filing Report") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME]~~⁴the Applicants and Payless ShoeSource Canada LP (each a "Payless Canada Entity" and collectively, the "Payless Canada Entities"), counsel to FTI, counsel to Wells Fargo Bank,

⁴ Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

National Association (the "ABL Agent"), and counsel to Cortland Products Corp. (the "Term Loan Agent"), and no one appearing for any other party although duly served as appears from the affidavit of service of [NAME] sworn ~~[DATE]~~ February [19], 2019 and on reading the consent of ~~[MONITOR'S NAME]~~ FTI to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the ~~Applicant is a company~~ Applicants are companies to which the CCAA applies. Although not an Applicant, Payless ShoeSource Canada LP shall be bound by this Order as though it were an Applicant, enjoy the benefits of the protections and authorizations provided by this Order and shall be subject to the restrictions contained herein.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the ~~Applicant~~ Payless Canada Entities, individually or collectively, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the ~~"Plan"~~ "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the ~~Applicant~~ Payless Canada Entities shall remain in possession and control of ~~its~~ their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the ~~"Property"~~ "Property"). Subject to further Order of this Court, ~~the Applicant~~ each of the Payless Canada Entities shall continue to carry on business in a manner consistent with the preservation of its business (the ~~"Business"~~ "Business") and Property. ~~The Applicant is~~ Each of the

² ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

Payless Canada Entities shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, advisors, experts, accountants, counsel and such other persons (collectively ~~“the “Assistants”~~) currently retained or employed by or with respect to it, with liberty to retain such further Assistants, including without limitation, a real estate advisor to assist in the monetization of the Payless Canada Entities’ real property leases, as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. [THIS COURT ORDERS that the ~~Applicant~~Payless Canada Entities shall be entitled to continue to utilize the central cash management system³ currently in place as described in the Marotta Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the ~~“Cash Management System”~~) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by ~~the Applicant~~each of the Payless Canada Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the ~~Applicant~~Payless Canada Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.]

6. THIS COURT ORDERS that each of the Payless Canada Entities’ existing depository and disbursement banks (collectively, the “Banks”) is authorized to debit the applicable Payless Canada Entity’s accounts in the ordinary course of business without the need for further order of this Court for: (i) all cheques drawn on the Payless Canada Entities’ accounts which are cashed at such Bank’s counters or exchanged for cashier’s cheques by the payees thereof prior to the date of this Order; (ii) all cheques or other items deposited in one of Payless

³~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross border and inter company transfers of cash.~~

Canada Entities' accounts with such Bank prior to the date of this Order which have been dishonoured or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Payless Canada Entities were responsible for such items prior to the date of this Order; and (iii) all undisputed pre-filing amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

7. THIS COURT ORDERS that any of the Banks may rely on the representations of the applicable Payless Canada Entity with respect to whether any cheques or other payment order drawn or issued by the Payless Canada Entities prior to the date of this Order should be honoured pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the applicable Payless Canada Entities as provided for herein.

8. THIS COURT ORDERS that (i) those certain existing deposit agreements between the Banks shall continue to govern the post-filing cash management relationship between the Payless Canada Entities and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, and (ii) either the Payless Canada Entities or the Banks may, without further Order of this Court, implement changes to the Cash Management Systems and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

9. ~~6.~~ THIS COURT ORDERS that ~~the Applicant~~ each of the Payless Canada Entities shall be entitled but not required to pay the following expenses and satisfy the following obligations whether incurred prior to, on or after the date of this Order to the extent such expenses are incurred and payable by such Payless Canada Entity:

- (a) all outstanding and future wages, salaries, employee ~~and pension~~ benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or arrangements), vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all other payroll and benefits processing and servicing expenses; and

- (b) the fees and disbursements of any Assistants retained or employed by ~~the Applicant~~ or with respect to any of the Payless Canada Entities in respect of these proceedings, ~~at their standard rates and charges in accordance with the terms of their respective engagements; and~~
- (c) with the consent of the Monitor, amounts owing for goods or services supplied to the Payless Canada Entities prior to the date of this Order by third party suppliers if, in the opinion of the Payless Canada Entities following consultation with the Monitor, such payment is necessary to maintain the uninterrupted operations of the Business.

10. ~~7.~~ THIS COURT ORDERS that, except as otherwise provided to the contrary herein, each of the Applicant Payless Canada Entities shall be entitled but not required to pay all reasonable expenses incurred by ~~the Applicant~~ such Payless Canada Entity in carrying on the Business in the ordinary course on or after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to ~~the Applicant~~ such Payless Canada Entity following the date of this Order.

11. ~~8.~~ THIS COURT ORDERS that ~~the Applicant~~ each of the Payless Canada Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

- (b) all goods and services taxes, harmonized sales taxes, or other applicable sales taxes (collectively, "~~“Sales Taxes”~~") required to be remitted by ~~the Applicant~~such Payless Canada Entity in connection with the sale of goods and services by ~~the Applicant~~such Payless Canada Entity, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not ~~required to be~~ remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by any of the ApplicantPayless Canada Entities.

~~9. THIS COURT ORDERS that until a real property lease is disclaimed [or resiliated]⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.~~

~~12. 10-~~ THIS COURT ORDERS that, except (i) as specifically permitted herein, ~~the Applicant;~~ or (ii) for repayments of the obligations owing under the ABL Credit Facility (as defined in the Marotta Affidavit) in the amounts noted as Canadian Excess Proceeds in the Cash Flow Statement attached to the Pre-Filing Report, as such Cash Flow Statement may be amended to time to time with the consent of the Payless Canada Entities, the ABL Agent and

~~⁴The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

the Monitor, or further Order of this Court, each of the Payless Canada Entities is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Applicant Payless Canada Entities to any of ~~its~~their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

12A. THIS COURT ORDERS that the payments to be made by each of the Payless Canada Entities as authorized by this Order shall be materially consistent with the Cash Flow Statement, including without limitation the establishment and funding of the Reserve (as detailed in the Cash Flow Statement) in a separate Payless Canada Entity bank account (the "Reserve Account"). Payments shall only be made from the Reserve Account with the consent of the Monitor to satisfy those items for which the Reserve was established or by further Order of the Court. For greater certainty, no Reserve amounts shall be subject to repayment as Canadian Excess Proceeds or otherwise without further Order of the Court.

12B. THIS COURT ORDERS that the Payless Canada Entities, in consultation with the Monitor, shall provide periodic reporting to the ABL Agent on a weekly basis (unless otherwise agreed) until the ABL Credit Facility is repaid in full, with respect to the actual and projected receipts and disbursements of the Payless Canada Entities in a form to be agreed upon between the Payless Canada Entities and the ABL Agent, in consultation with the Monitor.

RESTRUCTURING

13. ~~11.~~ THIS COURT ORDERS that ~~the Applicant~~each of the Payless Canada Entities shall, subject to such requirements as are imposed by the CCAA ~~and such covenants as may be contained in the Definitive Documents (as hereinafter defined)~~, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~f~~and to dispose of redundant or non-material assets not exceeding \$~~100,000~~ 100,000 in any one transaction or \$~~500,000~~ 500,000 in the aggregate⁵; ~~and~~

⁵~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

- (b) ~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate~~; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit ~~the Applicant~~each of the Payless Canada Entities to proceed with an orderly restructuring of the Business ~~(the "Restructuring")~~.

REAL PROPERTY LEASES

14. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Payless Canada Entity which is responsible for such payment shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) but, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of any of the Payless Canada Entities or any affiliate thereof, the making of this Order, or the commencement of any insolvency proceeding (including, without limitation, the U.S. Proceedings, as defined in the Cross-Border Protocol) in respect of any of the Payless Canada Entities or any affiliate thereof in the United States or any other foreign jurisdiction (a "Foreign Proceeding") or as otherwise may be negotiated between the applicable Payless Canada Entity and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

15. ~~12.~~ THIS COURT ORDERS that the Applicantrelevant Payless Canada Entity shall provide each of the relevant landlords with notice of the ~~Applicant~~relevant Payless Canada Entity's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord

disputes the ~~Applicant~~relevant Payless Canada Entity's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the ~~Applicant~~relevant Payless Canada Entity, or by further Order of this Court upon application by the ~~Applicant~~Payless Canada Entities on at least two (2) days notice to such landlord and any such secured creditors. If any of the ~~Applicant~~Payless Canada Entities disclaims ~~{or resiliates}~~ the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~{or resiliation}~~ of the lease shall be without prejudice to the ~~Applicant~~'relevant Payless Canada Entity's claim to the fixtures in dispute.

16. ~~13.~~ THIS COURT ORDERS that if a notice of disclaimer ~~{or resiliation}~~ is delivered pursuant to Section 32 of the CCAA by any of the Payless Canada Entities, then (a) during the notice period prior to the effective time of the disclaimer ~~{or resiliation}~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the ~~Applicant~~relevant Payless Canada Entity and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer ~~{or resiliation}~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the ~~Applicant~~relevant Payless Canada Entity in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

17. THIS COURT ORDERS that, notwithstanding anything to the contrary in any real property lease or elsewhere, the Payless Canada Entities shall have no obligation to stock or restock and/or operate from any of its locations.

NO PROCEEDINGS AGAINST ~~THE APPLICANT~~ANY OF THE PAYLESS CANADA ENTITIES, THE BUSINESS OR THE PROPERTY

18. ~~14.~~ THIS COURT ORDERS that until and including ~~[DATE – MAX. 30 DAYS]~~, March 21, 2019, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or

continued against or in respect of any of the ~~Applicant~~Payless Canada Entities or the Monitor, or affecting any of the Business or the Property, except with the written consent of the ~~Applicant~~applicable Payless Canada Entity(ies) and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the ~~Applicant~~Payless Canada Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

19. ~~15.~~ THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of any of the ~~Applicant~~Payless Canada Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the ~~Applicant~~applicable Payless Canada Entity(ies) and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower any of the ~~Applicant~~Payless Canada Entities to carry on any business which ~~the Applicant~~such entity is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

20. ~~16.~~ THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the ~~Applicant~~Payless Canada Entities, except with the written consent of the ~~Applicant~~applicable Payless Canada Entity(ies) and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

21. ~~17.~~ THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with any of the ~~Applicant~~Payless Canada Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer

software, communication and other data services, centralized banking services, payroll and benefits services, customs clearing, warehouse and logistics, insurance, transportation services, utility or other services to the Business or any of the Applicant Payless Canada Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Applicant Payless Canada Entities, and that ~~the Applicant~~ each of the Payless Canada Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Applicant~~ appropriate Payless Canada Entity(ies) in accordance with normal payment practices of ~~the Applicant~~ such Payless Canada Entity(ies) or such other practices as may be agreed upon by the supplier or service provider and each of the ~~Applicant~~ appropriate Payless Canada Entity(ies) and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. ~~18.~~ THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~ leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicant Payless Canada Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. ~~19.~~ THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicant Payless Canada Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Applicant Payless Canada Entities

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such ~~obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court~~ obligation.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. ~~20.~~ THIS COURT ORDERS that ~~the Applicant~~ each of the Payless Canada Entities shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of ~~the Applicant~~ each of the Payless Canada Entities after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. ~~21.~~ THIS COURT ORDERS that the directors and officers of ~~the Applicant shall~~ each of the Payless Canada Entities shall, as security for the indemnity provided in paragraph 24 of this Order, be entitled to the benefit of and are hereby granted (i) a charge ~~(the "Directors' Charge")~~⁸ on the funds in the Reserve Account in the amount of the funds held in the Reserve Account at any point in time (the "Directors' Reserve Charge") and (ii) a charge on the Property,⁷ which charge shall not exceed ~~an aggregate amount of \$●, as security for the indemnity provided in paragraph [20] of this Order~~ a maximum amount of USD\$4 million until March 21, 2019 and thereafter shall automatically reduce without any further order of this Court, to the maximum amount of USD\$2 million (the "Directors' General Charge" and together with the Directors' Reserve Charge, the "Directors' Charge"). The Directors' Charge shall have the priority set out in paragraphs ~~[38]~~45 and ~~[40]~~47 herein.

26. ~~22.~~ THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) ~~the Applicant's~~ each of the Payless Canada Entities'

⁷ The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.

⁸ Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.

directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~[20]~~24 of this Order.

APPROVAL OF THE CRO ENGAGEMENT

27. THIS COURT ORDERS that the agreement dated as of January 24, 2019 pursuant to which the Payless Canada Entities have engaged Ankura Consulting Group, LLC ("Ankura") to act as Chief Restructuring Organization (the "CRO") through the services of Stephen Marotta, Adrian Frankum and other employees of Ankura, a copy of which is attached as Exhibit "H" to the Marotta Affidavit as may be amended by the parties thereto with the consent of the Monitor (the "CRO Engagement Letter"), and the appointment of the CRO pursuant to the terms thereof, are hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby.

28. THIS COURT ORDERS that, subject to the provisions of the CCAA, this Order and any subsequent Order of this Court, the CRO is authorized to exercise and perform the powers, responsibilities and duties as described in the CRO Engagement Letter and subject to the terms thereof, together with such other powers, responsibilities and duties as may be agreed upon by the CRO and approved by this Court (collectively, the "CRO Powers"), including, without limitation, the power to:

- (a) make decisions with respect to the day to day aspects of the management and operations of the Business, including, without limitation, organization, human resources, marketing, sales, operations, supply chain, finance and administration, in such manner and take such actions and steps, as the CRO deems reasonably necessary and appropriate, and execute such documents and writings as required to cause or permit each of the Payless Canada Entities to do all things authorized, directed and permitted pursuant to the CCAA, the terms of this Order, and any subsequent Orders of this Court, subject to the terms of those Orders;
- (b) subject to the terms of this Order, realize and dispose of the Property of each of the Payless Canada Entities on behalf of such Payless Canada Entity(ies), including,

- without limitation, to negotiate and enter into agreements on behalf of each of the Payless Canada Entities with respect to the sale or other disposition of all or any part of the Property;
- (c) represent each of the Payless Canada Entities in any negotiations with any other stakeholders and their professional constituencies, including vendors and suppliers;
 - (d) assist the Payless Canada Entities with store closures and liquidations;
 - (e) evaluate the short-term company-prepared cash flows and financing requirements of the Payless Canada Entities as they relate to these proceedings;
 - (f) assist the Payless Canada Entities in the preparation and oversight of financial statements and schedules, monthly operating reports, and other information required in these proceedings, as applicable;
 - (g) assist the Payless Canada Entities in obtaining court approval and administration of financing including developing forecasts and information, and any insolvency related claims management and reconciliation process;
 - (h) work with the Payless Canada Entities, and their retained professionals, as appropriate, to assess any offer(s) made to one or more of the Payless Canada Entities;
 - (i) communicate with and provide information to the Monitor, and its advisors, regarding the Business and affairs of each of the Payless Canada Entities;
 - (j) assist the Monitor, as requested by the Monitor, in connection with the powers given to the Monitor; and
 - (k) work with the Assistants and the Monitor in respect of all of the foregoing;

provided that, in each case such actions, agreements, expenses and obligations shall be construed to be those of the appropriate Payless Canada Entity and not of the CRO personally.

29. THIS COURT ORDERS that none of the CRO, Stephen Marotta, Adrian Frankum or such other employees of Ankura, shall be or be deemed to be a director, officer or employee of any of the Payless Canada Entities.

30. THIS COURT ORDERS that the CRO shall not, as a result of the performance of its obligations and duties in accordance with the terms of the CRO Engagement Letter and this Order, be deemed to be in Possession (as defined below) of any of the Property within the meaning of any Environmental Legislation (as defined below); provided, however, if the CRO is nevertheless later found to be in Possession of any Property, then the CRO, as the case may be, shall be deemed to be a Person who has been lawfully appointed to take, or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the Bankruptcy and Insolvency Act of Canada (the "BIA") and shall be entitled to the benefits and protections in relation to the applicable Payless Canada Entity and such Property as provided by section 14.06(2) of the BIA to a "trustee" in relation to an insolvent Person and its property.

31. THIS COURT ORDERS that nothing in the CRO Engagement Letter or this Order shall be construed as resulting in the CRO being an employer, successor employer, responsible person or operator within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

32. THIS COURT ORDERS that the CRO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO, provided further that in no event shall the liability of the CRO exceed the quantum of the fees paid to the CRO.

33. THIS COURT ORDERS that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO, and all rights and remedies of any Person against or in respect of the CRO are hereby stayed and suspended, except with the written consent of the CRO and the Monitor, or with leave of this Court on notice to the Payless Canada Entities, the Monitor, and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Payless Canada Entities, the Monitor, and the CRO at least ten (10) days prior to the return date of any such motion for leave.

34. THIS COURT ORDERS that the obligations of each of the Payless Canada Entities to the CRO pursuant to the CRO Engagement Letter shall be treated as unaffected and may not be compromised in any Plan or proposal filed under the BIA in respect of any of the Payless Canada Entities.

35. THIS COURT ORDERS that (i) any indemnification obligations of any of the Payless Canada Entities in favour of the CRO and (ii) payment obligations of any of the Payless Canada Entities to the CRO shall be entitled to the benefit of and shall form part of the Administration Charge (as defined below) set out herein.

APPOINTMENT OF MONITOR

36. 23. THIS COURT ORDERS that ~~[MONITOR'S NAME]~~ FTI is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the ~~business~~ Business and financial affairs of ~~the Applicant~~ each of the Payless Canada Entities with the powers and obligations set out in the CCAA or set forth herein and that ~~the Applicant~~ each of the Payless Canada Entities and its shareholders, officers, directors, and Assistants and the CRO shall advise the Monitor of all material steps taken by ~~the Applicant~~ such Payless Canada Entity pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

37. 24. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor ~~the Applicant's~~ each of the Payless Canada Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) ~~assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a [TIME INTERVAL]~~

- ~~basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;~~
- ~~(d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~
- (c) ~~(e)~~ advise ~~the Applicant~~ each of the Payless Canada Entities in its development of the Plan and any amendments to the Plan;
- (d) ~~(f)~~ assist ~~the Applicant~~ each of the Payless Canada Entities, to the extent required by the ~~Applicant~~ Payless Canada Entity, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of ~~the Applicant~~ each of the Payless Canada Entities, to the extent that is necessary to adequately assess the ~~Applicant's~~ Payless Canada Entities' business and financial affairs or to perform its duties arising under this Order;
- (f) assist each of the Payless Canada Entities with respect to any Foreign Proceeding and monitor and report to this Court, as it deems appropriate, on the Foreign Proceeding;
- (g) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (h) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

38. ~~25.~~ THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

39. ~~26.~~ THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and similar legislation in other provinces and territories and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

40. ~~27.~~ THIS COURT ORDERS ~~that~~ that the Monitor shall provide any creditor of ~~the Applicant and the DIP Lender~~ any of the Payless Canada Entities with information provided by ~~the Applicant~~ such Payless Canada Entity in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by any of the Applicant Payless Canada Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant applicable Payless Canada Entity(ies) may agree.

41. ~~28.~~ THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

42. ~~29.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant Payless Canada Entities shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant Payless Canada Entities as part of the costs of these proceedings. The ~~Applicant is~~ Payless Canada Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the ~~Applicant on a [TIME INTERVAL] basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the~~ Applicant, Payless Canada Entities in accordance with the payment terms, including the use of retainers in the amount[s] of \$●[-, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time as previously paid, as agreed between or on behalf of the Payless Canada Entities and such parties.

43. ~~30.~~ THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

44. ~~31.~~ THIS COURT ORDERS that the CRO, the Monitor, counsel to the Monitor, ~~if any,~~ and ~~the Applicant's~~ counsel to the Payless Canada Entities shall be entitled to the benefit of and are hereby granted a charge (the ~~"Administration Charge"~~) on the Property, which charge shall not exceed an aggregate amount of ~~\$●~~ USD\$2 million, as security for ~~their~~ the professional fees and disbursements incurred ~~at the~~ by the CRO, the Monitor, counsel to the Monitor, and counsel for the Payless Canada Entities at each of their standard rates and charges ~~of the Monitor and such counsel~~ and on the terms set forth in their respective engagement letters, both before and after the making of this Order in respect of these

proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~45 and ~~[40]~~47 hereof.

~~DIP FINANCING~~

~~32. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$● unless permitted by further Order of this Court.~~

~~33. THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of [DATE] (the "Commitment Letter"), filed.~~

~~34. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~[38]~~ and ~~[40]~~ hereof.~~

~~36. THIS COURT ORDERS that, notwithstanding any other provision of this Order:~~

- (a) ~~the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;~~
- (b) ~~upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and—~~
- (c) ~~the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.—~~

37. ~~THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CGAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.~~

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. ~~38.~~ THIS COURT ORDERS that the priorities of the Directors' Charge, and the Administration Charge ~~and the DIP Lender's Charge~~, as among them, shall be as follows⁹:

First – Administration Charge (to the maximum amount of ~~\$●~~ USD\$2 million); and

Second – ~~DIP Lender's Charge; and Third~~ — Directors' Charge (~~to the maximum amount of \$●~~ for the amounts set out in paragraph 25 hereof).

46. ~~39.~~ THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, or the Administration Charge ~~or the DIP Lender's Charge~~ (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. ~~40.~~ THIS COURT ORDERS that each of the Directors' Charge, and the Administration Charge ~~and the DIP Lender's Charge~~ (~~all~~ each as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "~~Encumbrances~~" Encumbrances) in favour of any Person, notwithstanding the order of perfection or attachment, other than any validly perfected security interest under the Personal Property Security Act (Ontario) or such other applicable provincial legislation that has not been served with notice of this Order. For the avoidance of doubt: (i) the Administration Charge and (ii) the Directors' Charge shall rank in priority to the security interest of the ABL Agent and the Term Loan Agent.

⁹ ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

48. THIS COURT ORDERS that the Payless Canada Entities shall be entitled, on a subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead of any Encumbrance over which the Charges have not obtained priority.

49. ~~41.~~ THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, ~~the Applicant~~ none of the Payless Canada Entities shall ~~not~~ grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, ~~or~~ the Administration Charge or the DIP Lender's Charge, unless the ~~Applicant~~ applicable Payless Canada Entity(ies) also obtains the prior written consent of the Monitor, ~~the DIP Lender~~ and the beneficiaries of the Directors' Charge and ~~or~~ the Administration Charge, as applicable, or further Order of this Court.

50. ~~42.~~ THIS COURT ORDERS that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge~~ Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the ~~"Charges"~~ "Charges") ~~and/or the DIP Lender")~~ thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an ~~"Agreement"~~ "Agreement") which binds any of the Applicant Payless Canada Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) ~~neither~~ the creation of the Charges ~~nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents~~ shall not create or be deemed to constitute a breach by any of the Applicant Payless Canada Entities of any Agreement to which it is a party;

- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any obligation or Agreement caused by or resulting from the ~~Applicant entering into the Commitment Letter, the~~ creation of the Charges, ~~or the execution, delivery or performance of the Definitive Documents~~; and
- (c) the payments made by any of the Applicant Payless Canada Entities pursuant to this Order, ~~the Commitment Letter or the Definitive Documents~~, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

51. ~~43.~~ THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the ~~Applicant's~~ applicable Payless Canada Entity(ies) interest in such real property leases.

CROSS-BORDER PROTOCOL

52. THIS COURT ORDERS that the cross-border protocol in the form attached as Schedule "A" hereto (the "Cross-Border Protocol") is hereby approved and shall become effective upon its approval by the United States Bankruptcy Court for the Eastern District of Missouri, and the parties to these proceedings and any other Person shall be governed by and shall comply with the Cross-Border Protocol.

SERVICE AND NOTICE

53. ~~44.~~ THIS COURT ORDERS that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~ The Globe and Mail (National Edition) and Le Devoir a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the Applicant Payless Canada Entities of more than ~~\$1000,~~ 1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

54. ~~45.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL

~~<@>~~ <http://cfcanada.fticonsulting.com/paylesscanada/> (the “**Website**”).

55. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Website, provided that the Monitor shall have no liability in respect of the accuracy of, or the timeliness of making any changes to, the Service List.

56. ~~46.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the ~~Applicant~~ Payless Canada Entities and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to ~~the Applicant's~~ any of the Payless Canada Entities' creditors or other interested parties at their respective addresses as last shown on the records of any of the Applicant Payless Canada Entities and that any such service or distribution ~~by courier, personal delivery or facsimile transmission~~ shall be deemed to be received (a) if sent by courier, on the next business day following the date of forwarding thereof, ~~or~~ (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

57. THIS COURT ORDERS that the Payless Canada Entities and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and

orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Payless Canada Entities' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

58. ~~47.~~ THIS COURT ORDERS that ~~the Applicant~~ each of the Payless Canada Entities or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order ~~or~~ for advice and directions ~~in~~ concerning the discharge of its powers and duties ~~hereunder~~ under this Order or in the interpretation or application of this Order.

59. ~~48.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicant Payless Canada Entities, the Business or the Property.

60. ~~49.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~, the United States or elsewhere, to give effect to this Order and to assist ~~the Applicant~~ each of the Payless Canada Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to ~~the Applicant~~ each of the Payless Canada Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, ~~to grant representative status to the Monitor in any foreign proceeding,~~ or to assist ~~the Applicant~~ each of the Payless Canada Entities and the Monitor and their respective agents in carrying out the terms of this Order.

61. ~~50.~~ THIS COURT ORDERS that each of the ~~Applicant~~ Payless Canada Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that ~~the Monitor~~ Payless ShoeSource.

[Canada Inc.](#) is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~62.~~ ~~51.~~ THIS COURT ORDERS that any interested party (including [any of the Applicant Payless Canada Entities](#) and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

~~63.~~ ~~52.~~ THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

SCHEDULE "A" Schedule "A"
OTHER ENTITIES

CROSS-BORDER INSOLVENCY PROTOCOL

This cross-border insolvency protocol (the "Protocol") shall govern the conduct of all parties in interest in the Insolvency Proceedings (as such term is defined herein).

The Guidelines for Communication and Cooperation Between Courts in Cross-Border Insolvency Matters (the "Guidelines"), annexed as "Schedule A" hereto, shall be incorporated by reference and form part of this Protocol. To the extent there is any discrepancy between the Protocol and the Guidelines, this Protocol shall prevail.

A. Background

1. **PAYLESS SHOESOURCE CANADA LP** On February 18, 2019 (the "Petition Date"), Payless Holdings LLC and certain of its subsidiaries and affiliates (collectively, the "Debtors")¹ commenced cases (collectively, the "U.S. Proceedings") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Missouri.

2. On February 19, 2019, certain of the Debtors, specifically Payless ShoeSource Canada Inc. and Payless ShoeSource Canada GP Inc., (together with Payless ShoeSource Canada

¹ The Debtors (as defined herein) in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Payless Holdings LLC [5704]; Payless Intermediate Holdings LLC [5190]; WBG-PSS Holdings LLC [0673]; Payless Inc. [3160]; Payless Finance, Inc. [2101]; Collective Brands Services, Inc. [7266]; PSS Delaware Company 4, Inc. [1466]; Shoe Sourcing, Inc. [4075]; Payless ShoeSource, Inc. [4097]; Eastborough, Inc. [2803]; Payless Purchasing Services, Inc. [3043]; Payless ShoeSource Merchandising, Inc. [0946]; Payless Gold Value CO, Inc. [3581]; Payless ShoeSource Distribution, Inc. [0944]; Payless ShoeSource Worldwide, Inc. [6884]; Payless NYC, Inc. [4126]; Payless ShoeSource of Puerto Rico, Inc. [9017]; Payless Collective GP, LLC [2940]; Collective Licensing, LP [1256]; Collective Licensing International LLC [5451]; Clinch, LLC [9836]; Collective Brands Franchising Services, LLC [3636]; Payless International Franchising, LLC [6448]; Collective Brands Logistics, Limited [6466]; Dynamic Assets Limited [1978]; PSS Canada, Inc. [4969]; Payless ShoeSource Canada Inc. [4180]; Payless ShoeSource Canada GP Inc. [4182]; and Payless ShoeSource Canada LP [4179]. With respect to certain taxing authorities, the Debtors' address is 2001 Bryan Street, Suite 800, Dallas, TX 75201. However, the location of Debtor Payless Holdings LLC's corporate headquarters and the Debtors' service address is: c/o Payless ShoeSource Inc., 3231 S.E. 6th Avenue, Topeka, Kansas 66607.

LP, the “Canadian Debtors”), also sought protection in Canada (the “Canadian Proceedings” and together with the U.S. Proceedings, the “Insolvency Proceedings”) by filing an application under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”) with the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court” and together with the U.S. Court, the “Courts” and each individually, a “Court”). The remaining Debtors in these chapter 11 cases are domiciled in the United States (the “U.S. Debtors”).

3. The Canadian Debtors sought an initial order from the Canadian Court (as may be amended from time to time, the “CCAA Order”), *inter alia*, (a) granting the Canadian Debtors relief under the CCAA; (b) appointing FTI Consulting Canada Inc. as monitor of the Canadian Debtors (the “Monitor”), with the rights, powers, duties and limitations upon liabilities set forth in the CCAA Order; and (c) granting a stay of proceedings in respect of the Canadian Debtors.

4. The Debtors continue to operate and maintain their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. The Office of the United States Trustee (the “U.S. Trustee”) may appoint an official committee of unsecured creditors (if appointed, the “U.S. Creditors’ Committee”) in the U.S. Proceedings.

B. Purpose and Goals

5. While the U.S. Proceedings and the Canadian Proceedings are full and separate proceedings pending in the United States of America (the “U.S.”) and Canada, the implementation of basic administrative procedures and cross-border guidelines is both necessary and desirable to coordinate certain activities in the Insolvency Proceedings, protect the rights of parties thereto and ensure the maintenance of the Court’s independent jurisdiction and comity.

Accordingly, this Protocol has been developed to promote the following mutually desirable goals and objectives in the Insolvency Proceedings:

- (a) harmonize and coordinate activities in the Insolvency Proceedings before the Courts;
- (b) promote the orderly and efficient administration of the Insolvency Proceedings to, among other things, maximize the efficiency of the Insolvency Proceedings, reduce the costs associated therewith and avoid duplication of effort;
- (c) honor the independence and integrity of the Courts and other courts and tribunals of the U.S. and Canada, respectively;
- (d) promote international cooperation and respect for comity among the Courts, the Debtors, the U.S. Creditors' Committee, the U.S. Representatives (defined below), the Canadian Representatives (defined below and together with the U.S. Representatives, the "Estate Representatives"), the U.S. Trustee and other creditors and interested parties in the Insolvency Proceedings;
- (e) facilitate the fair, open and efficient administration of the Insolvency Proceedings for the benefit of all of the creditors and interested parties of the Debtors, wherever located; and
- (f) implement a framework of general principles to address basic administrative issues arising out of the cross-border and international nature of the Insolvency Proceedings.

C. Comity and Independence of the Courts

6. The approval and implementation of this Protocol shall not divest or diminish the U.S. Court's and the Canadian Court's independent jurisdiction over the subject matter of the U.S. Proceedings and the Canadian Proceedings, respectively. By approving and implementing this Protocol, neither the U.S. Court, the Canadian Court, the Debtors, the Estate Representatives nor any creditors or interested parties shall be deemed to have approved or engaged in any infringement on the sovereignty of the U.S. or Canada.

7. The U.S. Court shall have sole and exclusive jurisdiction and power over the conduct of the U.S. Proceedings and the hearing and determination of matters arising in the U.S.

Proceedings. The Canadian Court shall have sole and exclusive jurisdiction and power over the conduct of the Canadian Proceedings and the hearing and determination of matters arising in the Canadian Proceedings.

8. In accordance with the principles of comity and independence established in the preceding paragraphs, nothing contained herein shall be construed to:

- (a) increase, decrease or otherwise modify the independence, sovereignty or jurisdiction of the U.S. Court, the Canadian Court or any other court or tribunal in the U.S. or Canada, including the ability of any such court or tribunal to provide appropriate relief under applicable law on an ex parte or “limited notice” basis;
- (b) require the U.S. Court to take any action that is inconsistent with its obligations under the laws of the U.S.;
- (c) require the Canadian Court to take any action that is inconsistent with its obligations under the laws of Canada;
- (d) require any of the Debtors, the Monitor, the U.S. Creditors’ Committee, the Estate Representatives or the U.S. Trustee to take any action or refrain from taking any action that would result in a breach of any duty imposed on them by any applicable law;
- (e) authorize any action that requires the specific approval of one or both of the Courts under the Bankruptcy Code or the CCAA after appropriate notice and a hearing (except to the extent that such action is specifically described in this Protocol); or
- (f) preclude any of the Debtors, the Monitor, the U.S. Creditors’ Committee, the Estate Representatives, the U.S. Trustee, or any creditor or other interested party from asserting such party’s substantive rights under the applicable laws of the U.S., Canada or any other relevant jurisdiction including, without limitation, the rights of interested parties or affected persons to appeal from the decisions taken by one or both of the Courts.

9. Subject to the terms hereof, the Debtors, the U.S. Creditors’ Committee, the Estate Representatives and their respective employees, members, agents and professionals shall respect and comply with the independent, non-delegable duties imposed upon them by the

Bankruptcy Code, the CCAA, the CCAA Order and other applicable laws and orders of the Courts, as applicable.

D. Cooperation

10. To assist in the efficient administration of the Insolvency Proceedings and in recognizing that a Debtor may be a creditor of another Debtor's estate, the Debtors and the Estate Representatives shall where appropriate:

- (a) reasonably cooperate with each other in connection with actions taken in both the U.S. Court and the Canadian Court; and
- (b) take any other reasonable steps to coordinate the administration of the U.S. Proceedings and the Canadian Proceedings for the benefit of the Debtors' respective estates and stakeholders, including, without limitation, developing in consultation with the U.S. Creditors' Committee and seeking approval of any cross-border claims protocol by the Canadian and U.S. Courts.

11. To harmonize and coordinate the administration of the Insolvency Proceedings, the U.S. Court and the Canadian Court each may coordinate activities with and defer to the judgment of the other Court, where appropriate and feasible. In furtherance of the foregoing:

- (a) The U.S. Court and the Canadian Court may communicate with one another, with or without counsel present, with respect to any procedural or substantive matter relating to the Insolvency Proceedings;
- (b) Where the issue of the proper jurisdiction or Court to determine an issue is raised by an interested party in either of the Insolvency Proceedings with respect to a motion or an application filed in either Court, the Court before which such motion or application was initially filed may contact the other Court to determine an appropriate process by which the issue of jurisdiction will be determined. Such process shall be subject to submissions by the Debtors, the Estate Representatives, the U.S. Creditors' Committee, the Monitor, the U.S. Trustee and any interested party before any determination on the issue of jurisdiction is made by either Court; and
- (c) The Courts may, but are not obligated to, coordinate activities in the Insolvency Proceedings such that the subject matter of any particular action, suit, request, application, contested matter or other proceeding is determined in a single Court.

12. The U.S. Court and the Canadian Court may conduct joint hearings with respect to any matter relating to the conduct, administration, determination or disposition of any aspect of the U.S. Proceedings and the Canadian Proceedings, including the interpretation or implementation of this Protocol if both Courts consider such joint hearings to be necessary or advisable and, in particular, to facilitate or coordinate with the proper and efficient conduct of the U.S. Proceedings and the Canadian Proceedings. With respect to any such joint hearing, unless otherwise ordered, the following procedures will be followed:

- (a) a telephone or video link shall be established so that both the U.S. Court and the Canadian Court shall be able to simultaneously hear the proceedings in the other Court;
- (b) notices, submissions, applications, or motions by any party that are or become the subject of a joint hearing of the Courts (collectively, "Pleadings") shall be made or filed initially only to the Court in which such party is appearing and seeking relief. Promptly after the scheduling of any joint hearing, the party submitting such Pleadings to one Court shall file courtesy copies with the other Court. In any event, Pleadings seeking relief from both Courts shall be filed with both Courts.
- (c) any party intending to rely on any written evidentiary materials in support of a submission to the U.S. Court or the Canadian Court in connection with any joint hearing shall file such materials, which shall be identical insofar as possible and shall be consistent with the procedure and evidentiary rules and requirements of each Court, in advance of the time of such hearing or the submissions of such application;
- (d) If a party has not previously appeared in or attorned or does not wish to attorn to the jurisdiction of either Court, it shall be entitled to file such materials without, by the act of filing, being deemed to have attorned to the jurisdiction of the Court in which such material is filed, so long as it does not request in its materials or submissions any affirmative relief from the Court to which it does not wish to attorn;
- (e) the Judge of the U.S. Court and the Justice of the Canadian Court who will hear any such application or motion shall be entitled to communicate with each other in advance of the hearing on the application or motion, with or without counsel being present, to establish guidelines for the orderly submission of pleadings, papers and other materials and the rendering of decisions by the U.S. Court and

the Canadian Court, and to address any related procedural, administrative or preliminary matters; and

- (f) the Judge of the U.S. Court and the Justice of the Canadian Court, having heard any such application, shall be entitled to communicate with each other after the hearing on such application or motion, without counsel present, for the purpose of determining whether consistent rulings can be made by both Courts, and coordinating the terms upon which such rulings shall be made, as well as to address any other procedural or non-substantive matter relating to such applications or motions.

13. Notwithstanding the terms of the preceding paragraph, the Protocol recognizes that the U.S. Court and the Canadian Court are independent courts. Accordingly, although the Courts will seek to cooperate and coordinate with each other in good faith, each of the Courts shall be entitled at all times to exercise its independent jurisdiction and authority with respect to:

- (a) the conduct of the parties appearing in matters presented to such Court; and
- (b) matters presented to such Court, including without limitation, the right to determine if matters are properly before such Court.

14. In the interest of cooperation and coordination of these proceedings, each Court shall recognize and consider all privileges applicable to communications between counsel and parties, including those contemplated by the common interest doctrine or like privileges, which would be applicable in each respective Court. Such privileges in connection with communications shall be applicable in both Courts with respect to all parties to these proceedings having any requisite common interest.

15. Where one Court has jurisdiction over a matter which requires the application of the law of the jurisdiction of the other Court in order to determine an issue before it, the Court with jurisdiction over such matter may, among other things, hear expert evidence or seek the advice and direction of the other Court in respect of the foreign law to be applied, subject to paragraph 38 herein.

E. Retention and Compensation of Estate Representatives and Professionals

16. The Monitor, its officers, directors, employees, counsel, agents, and any other professionals related therefor, wherever located (collectively, the “Monitor Parties”) and any other estate representatives in the Canadian Proceedings and their counsel and other professionals (collectively with the Monitor Parties, the “Canadian Representatives”) shall all be subject to the sole and exclusive jurisdiction of the Canadian Court with respect to all matters, including:

- (a) the Canadian Representatives’ appointment and tenure in office;
- (b) the retention and compensation of the Canadian Representatives;
- (c) the Canadian Representatives’ liability, if any, to any person or entity, including the Canadian Debtors and any third parties, in connection with the Insolvency Proceedings; and
- (d) the hearing and determination of any matters relating to the Canadian Representatives arising in the Canadian Proceedings under the CCAA or other applicable Canadian law.

17. Additionally, the Canadian Representatives, and the Debtors’ Canadian counsel:

- (a) shall be compensated for their services solely in accordance with the CCAA and other applicable Canadian law or orders of the Canadian Court; and
- (b) shall not be required to seek approval of their compensation in the U.S. Court.

18. The Monitor Parties shall be entitled to the protections of Bankruptcy Code section 306 and the same protections and immunities in the U.S. as those granted to them under the CCAA and the CCAA Order. In particular, except as otherwise provided in any subsequent order entered in the Canadian Proceedings, the Monitor Parties shall incur no liability or obligations as a result of the appointment of the Monitor, the carrying out of its duties or the

provisions of the CCAA and the CCAA Order by the Monitor Parties, except any such liability arising from actions of the Monitor Parties constituting gross negligence or willful misconduct.

19. Any estate representative appointed in the U.S. Proceedings, including without limitation, any restructuring officer appointed under Bankruptcy Code section 306, the U.S. Creditors' Committee and any examiner or trustee appointed pursuant to Bankruptcy Code section 1104, and their respective counsel and other professionals (collectively, the "U.S. Representatives"), shall be subject to the sole and exclusive jurisdiction of the U.S. Court with respect to all matters, including:

- (a) the U.S. Representatives' tenure in office;
- (b) the U.S. Representatives' retention and compensation;
- (c) the U.S. Representatives' liability, if any, to any person or entity, including the U.S. Debtors and any third parties, in connection with the Insolvency Proceedings; and
- (d) the hearing and determination of any other matters relating to the U.S. Representatives arising in the U.S. Proceedings under the Bankruptcy Code or other applicable laws of the U.S.

20. Nothing in this Protocol creates any fiduciary duty, duty of care or other duty owed by the U.S. Representatives to the stakeholders in the Canadian Proceedings or by the Canadian Representatives to the stakeholders in the U.S. Proceedings that they would not otherwise have in the absence of this Protocol.

21. The U.S. Representatives shall not be required to seek approval of their retention in the Canadian Court. Additionally, the U.S. Representatives:

- (a) shall be compensated for their services solely in accordance with the Bankruptcy Code and other applicable laws of the United States or orders of the U.S. Court; and

(b) shall not be required to seek approval of their compensation in the Canadian Court.

22. Any professionals retained by or with the approval of the Debtors for Canadian related advice, activities performed in Canada or in connection with the Canadian Proceeding, including, in each case, counsel, financial advisors, accountants, consultants and experts (collectively, the “Canadian Professionals”) shall be subject to the sole and exclusive jurisdiction of the Canadian Court. Accordingly, the Canadian Professionals: (a) shall be subject to the procedures and standards for retention and compensation applicable in the Canadian Court under the CCAA, the CCAA Order any other applicable Canadian law or orders of the Canadian Court; and (b) shall not be required to seek approval of their retention or compensation in the U.S. Court. The Debtors will include the identity and the amount of payments with respect to the Canadian Professionals in the Debtors’ monthly operating reports.

23. Any professionals retained by or with approval of the Debtors for activities performed in the U.S. or in connection with the U.S. Proceedings, including, in each case, counsel, financial advisors, accountants, consultants and experts (collectively, the “U.S. Professionals”) shall be subject to the sole and exclusive jurisdiction of the U.S. Court. Accordingly, the U.S. Professionals: (a) shall be subject to the procedures and standards for retention and compensation applicable in the U.S. Court under the Bankruptcy Code and any other applicable laws of the U.S. or orders of the U.S. Court; and (b) shall not be required to seek approval of their retention of compensation in the Canadian Court.

24. Any professionals retained by the U.S. Creditors’ Committee, including, in each case, counsel and financial advisors (collectively, the “Committee Professionals”) shall be subject to the sole and exclusive jurisdiction of the U.S. Court. Accordingly, the Committee

Professionals: (a) shall be subject to the procedures and standards for retention and compensation applicable in the U.S. Court under the Bankruptcy Code and any other applicable laws of the U.S. or orders of the U.S. Court; and (b) shall not be required to seek approval of their retention of compensation in the Canadian Court.

E. Rights to Appear and Be Heard

25. Each of the Debtors, their creditors and other interested parties in the Insolvency Proceedings, including the Canadian Representatives, and the U.S. Representatives shall have the right and standing to:

(a) appear and be heard in either the U.S. Court or the Canadian Court in the Insolvency Proceedings to the same extent as a creditor and other interested party domiciled in the forum country, but solely to the extent such party is a creditor or other interested party in the subject forum, subject to any local rules or regulations generally applicable to all parties appearing in the forum; and

(b) subject to 25(a) above, file notices of appearance or other papers with the Clerk of the U.S. Court or the Canadian Court in the Insolvency Proceedings; *provided, however,* that any appearance or filing may subject a creditor or interested party to the jurisdiction of the Court in which the appearance or filing occurs; *provided further,* that appearance by the U.S. Creditors' Committee in the Canadian Proceedings shall not form a basis for personal jurisdiction in Canada over the members of the U.S. Committee. Notwithstanding the foregoing, and in accordance with the policies set forth above:

(i) the Canadian Court shall have jurisdiction over the U.S. Representatives and the U.S. Trustee solely with respect to the particular matters as to which the U.S. Representatives or the U.S. Trustee appear before the Canadian Court; and

(ii) the U.S. Court shall have jurisdiction over the Canadian Representatives solely with respect to the particular matters as to which the Canadian Representatives appear before the U.S. Court.

26. Solely with respect to consensual due diligence the U.S. Creditors' Committee will execute confidentiality agreements in the form to be agreed to by the Canadian Debtors and the U.S. Creditors' Committee.

G. Claims Protocol

27. It may be necessary to implement a specific claims protocol to address, among other things and without limitation, the timing, process, jurisdiction and applicable governing law to be applied to the resolution of claims filed by the Debtors' creditors (including intercompany claims) in the Canadian Proceedings and the U.S. Proceedings. In such event, and in recognition of the inherent complexities of the intercompany claims that may be asserted in the Insolvency Proceedings, the Debtors shall submit a specific claims protocol.

H. Notice

28. Notice of any motion, application or other pleading or paper filed in one or both of the Insolvency Proceedings relating to matters addressed by this Protocol and notice of any related hearings or other proceedings shall be given by appropriate means (including, where circumstances warrant, by courier or electronic forms of communication) to the following:

- (a) all creditors and other interested parties in accordance with the practice of the jurisdiction where the papers are filed or the proceedings are to occur and order of the applicable court ; and
- (b) to the extent not otherwise entitled to receive notice under subpart (a) of this paragraph, to:
 - (i) U.S. Counsel to the Debtors, Akin Gump Stauss Hauer & Feld LLP, Bank of America Tower, 1 Bryant Park, New York, NY 10036, USA (Attn: Meredith Lahaie and Kevin Zuzolo) and Armstrong Teasdale LLP, 7700 Forsyth Blvd., Suite 1800, St. Louis, MO 63105, USA (Attn: Erin Edelman and John Willard);
 - (ii) Canadian Counsel to the Debtors, Cassels Brock & Blackwell LLP, 2100, 40 King Street West, Toronto, ON Canada, M5H 3C2 (Attn: Ryan Jacobs, Jane Dietrich, Natalie Levine);
 - (iii) the Monitor, FTI Consulting Canada Inc., TD Waterhouse Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104, Toronto, ON Canada, M5K 1G8 (Attn: Greg Watson, Paul Bishop), and its counsel, Bennett

Jones LLP, 3400, One First Canadian Place, Toronto, ON Canada, M5X 1A4 (Attn: Sean Zweig, Kevin J. Zych);

- (iv) Counsel to the ABL Agent, Choate Hall & Stewart LLP, Two International Place, Boston, MA 02110 (Attn: Kevin Simard, Doug Gooding and Jonathan Marshall); Thompson Coburn LLP, One US Bank Plaza, St. Louis, MO 63101 (Attn: Mark Bossi); and Norton Rose Fulbright Canada LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, ON Canada, M5J 2Z4 (Attn: Tony Reyes and David Amato);
- (v) Counsel to the Ad Hoc Term Lender Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, USA (Attn: Stephen D. Zide); Doster, Ullom & Boyle, LLC, 16090 Swingley Ridge Road, Suite 620, Chesterfield, Missouri 63017, USA (Attn: Gregory D. Willard); and Fasken Martineau DuMoulin LLP, Bay Adelaide Centre, 333 Bay Street, Suite 2400, P.O. Box 20, Toronto, ON Canada, M5H 2T6 (Attn: Stuart Brotman)
- (vi) Counsel to any statutory committee or any other official appointed in the U.S. Proceedings;
- (vii) the Office of the United States Trustee for Eastern District of Missouri;
- (viii) such other parties as may be designated by either Court from time to time.

29. Notice in accordance with this paragraph may be designated by either of the Courts from time to time. Notice in accordance with this paragraph shall be given by the party otherwise responsible for effecting notice in the jurisdiction where the underlying papers are filed or the proceedings are to occur. In addition to the foregoing, upon request, the U.S. Debtors or the Canadian Debtors shall provide the U.S. Court or the Canadian Court, as the case may be, with copies of any orders, decisions, opinions or similar papers issued by the other Court in the Insolvency Proceedings.

30. When any cross-border issues or matters addressed by this Protocol are to be addressed before a Court, notices shall be provided in the manner and to the parties referred to in paragraph 28 above.

I. Recognition of Stays of Proceedings

31. The Canadian Court hereby recognizes the validity of the stay of proceedings and actions against or respecting the U.S. Debtors and their property under Bankruptcy Code section 362 (the “U.S. Stay”). In implementing the terms of this paragraph, the Canadian Court may consult with the U.S. Court regarding the interpretation, extent, scope and applicability of the U.S. Stay, and any orders of this U.S. Court modifying or granting relief from the U.S. Stay.

32. The U.S. Court hereby recognizes the validity of the stay of proceedings and actions against or respecting the Canadian Debtors, its property and the current and former directors and officers of the Canadian Debtors under the CCAA and the CCAA Order (the “Canadian Stay”). In implementing the terms of this paragraph, the U.S. Court may consult with the Canadian Court regarding the interpretation, extent, scope and applicability of the Canadian Stay, and any orders of the Canadian Court modifying or granting relief from the Canadian Stay.

33. Nothing contained herein shall affect or limit the Debtors or other parties’ rights to assert the applicability or non-applicability of the U.S. Stay or the Canadian Stay to any particular proceeding, property, asset, activity or other matter, wherever pending or located. Subject to the terms hereof: (a) any motion with respect to the application of the stay of proceedings issued by the Canadian Court in the CCAA Proceeding shall be heard and determined by the Canadian Court and (b) any motion with respect to the application of the stay under Bankruptcy Code section 362 shall be heard and determined by the U.S. Court.

J. Effectiveness; Modification

34. This Protocol shall become effective only upon its approval by both the U.S. Court and the Canadian Court.

35. This Protocol may not be supplemented, modified, terminated or replaced in any manner except by the U.S. Court and the Canadian Court after notice and a hearing. Notice of any legal proceeding to supplement, modify, terminate or replace this Protocol shall be given in accordance with the notice provision contained in this Protocol.

K. Procedure for Resolving Disputes Under the Protocol

36. Disputes relating to the terms, intent or application of this Protocol may be addressed by interested parties to either the U.S. Court, the Canadian Court or both Courts upon notice as set forth in paragraphs 28 and 29 above. In rendering a determination in any such dispute, the Court to which the issue is addressed:

- (a) shall consult with the other Court; and
- (b) may, in its sole discretion, either:
 - (i) render a binding decision after such consultation;
 - (ii) defer to the determination of the other Court by transferring the matter, in whole or in part, to the other Court; or
 - (iii) seek a joint hearing of both Courts.

37. Notwithstanding the foregoing, each Court in making a determination shall have regard to the independence, comity or inherent jurisdiction of the other Court established under existing law.

38. In implementing the terms of the Protocol, the U.S. Court and the Canadian Court may, in their sole, respective discretion, provide advice or guidance to each other with respect to legal issues in accordance with the following procedures:

- (a) The U.S. Court or the Canadian Court, as applicable, may determine that such advice or guidance is appropriate under the circumstances;

- (b) The Court issuing such advice or guidance shall provide it to the non-issuing Court in writing;
- (c) Copies of such written advice or guidance shall be served by the applicable Court in accordance with paragraph 28 hereof; and
- (d) The Courts may jointly decide to invite the Debtors, the Estate Representatives, the U.S. Trustee, the Monitor and any other affected or interested party to make submissions to the appropriate Court in response to or in connection with any written advice or guidance received from the other Court.

39. For clarity, the provisions of paragraph 38 shall not be construed to restrict the ability of the U.S. Court or the Canadian Court to confer, as provided above, whenever they deem it appropriate to do so.

L. Preservation of Rights

40. Except as specifically provided herein, neither the terms of this Protocol nor any actions taken under the terms of this Protocol shall (a) prejudice or affect the powers, rights, claims and defenses of the Debtors and their estates, the Estate Representatives, the U.S. Trustee, the Monitor or any of the Debtors' creditors under applicable law, including the Bankruptcy Code, the CCAA and the Orders of the Courts or (b) preclude or prejudice the rights of any person to assert or pursue such person's substantive rights against any other person under the applicable laws of the United States or Canada.

41. The question of the degree of standing of the U.S. Creditors' Committee in the Canadian Court remains an open issue. This Protocol is without prejudice to the question one way or the other.

- (a) The Court issuing such advice or guidance shall provide it to the non-issuing Court in writing;
- (b) Copies of such written advice or guidance shall be served by the applicable Court in accordance with paragraph 28 hereof; and

(c) The Courts may jointly decide to invite the Debtors, the Estate Representatives, the U.S. Trustee, the Monitor and any other affected or interested party to make submissions to the appropriate Court in response to or in connection with any written advice or guidance received from the other Court.

42. For clarity, the provisions of paragraph 38 shall not be construed to restrict the ability of the U.S. Court or the Canadian Court to confer, as provided above, whenever they deem it appropriate to do so.

M. Preservation of Rights

43. Except as specifically provided herein, neither the terms of this Protocol nor any actions taken under the terms of this Protocol shall (a) prejudice or affect the powers, rights, claims and defenses of the Debtors and their estates, the Estate Representatives, the U.S. Trustee, the Monitor or any of the Debtors' creditors under applicable law, including the Bankruptcy Code, the CCAA and the Orders of the Courts or (b) preclude or prejudice the rights of any person to assert or pursue such person's substantive rights against any other person under the applicable laws of the United States or Canada.

44. The question of the degree of standing of the U.S. Creditors' Committee in the Canadian Court remains an open issue. This Protocol is without prejudice to the question one way or the other.

Schedule A

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
- (i) the efficient and timely coordination and administration of Parallel Proceedings;
 - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
 - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
 - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
 - (v) the sharing of information in order to reduce costs; and
 - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties² in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.³
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

ADOPTION & INTERPRETATION

² The term “parties” when used in these Guidelines shall be interpreted broadly.

³ Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,⁴ following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

COMMUNICATION BETWEEN COURTS

⁴ In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (i) In the normal case, parties may be present.
- (ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile

transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

Court File No.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PAYLESS SHOESOURCE CANADA INC. AND PAYLESS SHOESOURCE CANADA GP INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

INITIAL ORDER

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