

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

In re:

STAGE STORES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-32564 (DRJ)
)
) (Jointly Administered)
)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF PJ SOLOMON,
L.P. AND PJ SOLOMON SECURITIES, LLC AS INVESTMENT BANKER FOR
THE DEBTORS AND DEBTORS IN POSSESSION, EFFECTIVE AS OF MAY 10, 2020**

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE DAYS FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)² state as follows in support of this (the “Application”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto:
 - (a) granting authority to retain and employ PJ Solomon, L.P. and PJ Solomon Securities, LLC (collectively “Solomon”) as investment banker to the Debtors, effective as of May 10, 2020,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors’ service address is: 2425 West Loop South, Houston, Texas 77027.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in the *Declaration of Elaine D. Crowley, Chief Restructuring Officer of Stage Stores Inc., in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 26] (the “First Day Declaration”).



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pursuant to the terms and provisions of that certain amended and restated engagement letter between Solomon and the Debtors, dated as of March 18, 2020, a copy of which is attached hereto as **Exhibit B** (the “Engagement Letter”), (b) a waiver and modification of certain of the timekeeping requirements, and (c) granting related relief.

2. In support of this Application, the Debtors submit the *Declaration of Mark Hootnick in Support of the Debtors Application for Entry of an Order Authorizing the Retention and Employment of PJ Solomon, L.P. and PJ Solomon Securities, LLC as Investment Banker for the Debtors, Effective as of May 10, 2020* (the “Hootnick Declaration”), which is annexed hereto as **Exhibit A**.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2014(a) and 2016, and rules 1075-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”).

Background

6. The Debtors are apparel, accessories, cosmetics, footwear, and home goods retailers that operate department stores under the Bealls, Goody’s, Palais Royal, Peebles, and Stage brands and off-price stores under the Gordmans brand. The Debtors employ approximately

14,694 employees, who operate approximately 700 stores across forty-two states. The Debtors' department stores predominately serve small towns and rural communities, and the Debtors' off-price stores are mostly located in mid-sized Midwest markets. The Debtors' 2019 revenue was approximately \$1.6 billion.

7. On May 10, 2020, (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On May, 11, 2020, the Court entered an order [Docket No. 45] authorizing procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On May 20, 2020, the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee") pursuant to section 1102 of the Bankruptcy Code [Docket No. 274].

Solomon's Qualifications

8. As set forth in the Hootnick Declaration, Solomon is a leading independent investment banking advisory firm that provides strategic and financial advisory services, including advisory services in connection with mid- to large-scale corporate restructuring transactions. A controlling interest in Solomon is owned by Natixis, a leading French financial services firm. Solomon currently employs approximately eighty investment banking professionals. Solomon's professionals have extensive experience in providing financial advisory and investment banking services to companies across a range of industries as well as to financially distressed companies and creditors, equity holders, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. The Debtors selected Solomon to serve as their investment banker in these chapter 11 cases based upon Solomon's extensive experience in matters

involving complex financial restructurings and Solomon's excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies.

9. Solomon and its professionals are providing, or have provided, investment banking, financial advisory, and other services in connection with the following recent cases: *In re Lucky's Market Parent Company, LLC*, Case No. 20-10166 (JTD) (Bankr. D. Del Jan. 27, 2020); *In re Fairway Group Holdings Corp.*, Case No. 20-10161(JLG) (Bankr. S.D. NY Jan. 23, 2020); *In re iPic-Gold Class Entertainment, LLC*, No. 19-11739 (LSS) (Bankr. D. Del. Aug. 5, 2019); *In re Payless Holdings LLC*, No. 19-40883 (Bankr. E.D. Mo. Mar. 19, 2019); *In re Marsh Supermarkets Holding, LLC*, No. 17-11066 (BLS) (Bankr. D. Del. June 5, 2017); *In re Quicksilver, Inc.*, No. 15-11880 (Bankr. D. Del. Oct. 28, 2015); *In re HH Liquidation, LLC* (f/k/a *In re Haggen Holdings, LLC*), Case No. 15-11874 (KG) (Bankr. D. Del. Oct. 8, 2015); *In re The Dolan Company*, No. 14-10614 (Bankr. D. Del. Apr. 15, 2014).

10. Solomon is also already familiar with the Debtors' financial and business operations. Solomon was initially hired by the Debtors in September 2019 to explore raising financing for the Debtors, and, in March 2020, Solomon was engaged by the Debtors to design and execute a process to explore and, if available, implement a plan to sell the Debtors' businesses as a going concern or for other strategic, value-maximizing transactions that would resolve the Debtors' operational and financial challenges.³

11. Solomon has taken the lead in negotiations with potential strategic and financial buyers of the Debtors' businesses and other assets. The Debtors believe that Solomon is both

³ The Engagement Letter amends and restates the prior agreement between Solomon and the Debtors dated as of September 13, 2019.

uniquely qualified and able to advise the Debtors in these chapter 11 cases in an efficient, timely, and value-maximizing manner.

Scope of Solomon's Services⁴

12. Subject to the Court's approval, the Debtors anticipate that Solomon will perform the following investment banking and financial advisory services, among others, pursuant to the terms and the provisions of the Engagement Letter, as necessary or appropriate, and as mutually agreed upon by Solomon and the Debtors:⁵

(a) **General Financial Advisory Services.** Solomon will:

- (i) to the extent it deems necessary, appropriate, and feasible, familiarize itself with the business, operations, properties, financial condition, and prospects of the Debtors; and
- (ii) if the Debtors determine to undertake a Transaction, advise and assist the Debtors in structuring and effecting the financial aspects of such a transaction or transactions, subject to the terms and conditions of this agreement.

(b) **Restructuring Services.** If the Debtors pursue a Restructuring, Solomon will:

- (i) provide financial advice and assistance to the Debtors in developing and seeking approval of a Restructuring plan (as the same may be modified from time to time, a "Plan"), which may be a plan under chapter 11 of title 11 of the United States Code;
- (ii) if requested by the Debtors, in connection therewith, provide financial advice and assistance to the Debtors in structuring any new securities to be issued under the Plan;
- (iii) if requested by the Debtors, advise and assist the Debtors in negotiations with entities or groups affected by the Plan; and
- (iv) if requested by the Debtors, participate in hearings before the Bankruptcy Court with respect to the matters upon which Solomon

⁴ Capitalized terms used in this section but not defined herein shall have the respective meanings ascribed to such terms in the Engagement Letter.

⁵ To the extent there is any inconsistency between this summary of the services set forth in the Engagement Letter and the terms of the Engagement Letter, the terms of the Engagement Letter shall control.

has provided advice, including, as relevant, coordinating with the Debtors' counsel with respect to testimony in connection therewith.

- (c) **Financing Services.** If the Debtors pursue a Financing, Solomon will:
- (i) provide financial advice and assistance to the Debtors in structuring a Financing, identifying potential Investors, and, at the Debtors' request, contacting such Investors;
 - (ii) if Solomon and the Debtors deem it advisable, assist the Debtors in developing and preparing a memorandum (with any amendments or supplements thereto, the "Financing Offering Memorandum") to be used in soliciting potential Investors, it being agreed that (A) the Financing Offering Memorandum shall be based entirely upon information supplied by the Debtors, (B) the Debtors shall be solely responsible for the accuracy and completeness of the Financing Offering Memorandum, and (C) other than as contemplated by this subparagraph (c)(ii), the Financing Offering Memorandum shall not be used, reproduced, disseminated, quoted or referred to at any time in any way, except with Solomon's prior written consent; and
 - (iii) if requested by the Debtors, advise and assist the Debtors in negotiations with potential Investors.

13. The Debtors do not believe that the services to be rendered by Solomon will be duplicative of the services performed by any other professional retained by the Debtors in these chapter 11 cases. The Debtors will ensure that Solomon works with the Debtors' other professionals to minimize and avoid duplication of services.

Professional Compensation⁶

14. As set forth more fully in the Engagement Letter, Solomon and the Debtors have agreed to the following terms of compensation and expense reimbursement (the "**Fee and Expense Structure**"): ⁷

⁶ Capitalized terms used in this section but not defined herein shall have the respective meanings ascribed to such terms in the Engagement Letter.

⁷ To the extent there is any inconsistency between the summary of the Fee and Expense Structure set forth in this Application and the Fee and Expense Structure as set forth in the Engagement Letter, the terms of the Engagement Letter shall control.

- (a) **Monthly Advisory Fee.** A monthly financial advisory fee of \$150,000 per month (each, a “Monthly Advisory Fee”). The first Monthly Advisory Fee was due and payable on May 1, 2020, and each subsequent Monthly Advisory Fee will become due and payable on the monthly anniversary thereafter. The aggregate amount of Monthly Advisory Fees actually paid to Solomon following payment of the third Monthly Advisory Fee shall be credited, once, against any Restructuring Transaction Fee, Sale Transaction Fee, or Financing Transaction Fee payable to Solomon;
- (b) **Restructuring Transaction Fee.** Upon the consummation of a Restructuring, the Debtors shall pay Solomon a transaction fee (a “Restructuring Transaction Fee”) equal to 1.0% of the sum of the (i) aggregate principal amount of the Debtors’ funded indebtedness (including accrued and unpaid interest), (ii) liquidation preference of the Debtors’ preferred stock (including any accrued and unpaid dividends), and (iii) face value of any other obligations, in the case of clauses (i), (ii), and (iii), restructured or recapitalized (including without limitation, through any exchange, conversion, cancellation, forgiveness, retirement, and/or a material modification or amendment to the terms, conditions, or covenants thereof).
- (c) **Financing Transaction Fee.** If any Financing is consummated or the Debtors receive and accept written commitments for one or more Financings and concurrently or thereafter consummate a Financing, the Debtors will pay to Solomon a financing fee (a “Financing Transaction Fee”):
- i. 1.0% for senior secured debt (including, without limitation, DIP Financing and any revolving credit facility); *provided, however*, that the Financing Transaction Fee in respect of debtor-in-possession Financing provided by Wells Fargo and/or Pathlight shall be 0.50%;
 - ii. 2.0% for junior secured, “last-out,” or “FILO” debt, or any unsecured debt, including subordinated or mezzanine debt, or unitranche debt (*i.e.*, combining different types of debt, such as senior and subordinated, into one instrument);
 - iii. 5.0% for common, preferred, or other equity, including, without limitation, securities or debt convertible into equity or equity-linked debt; and
 - iv. with respect to any other securities or indebtedness issued, such financing fees or other compensation as shall be customary under the circumstances and mutually agreed by the Debtors and Solomon.
- (d) **Sale Transaction Fee.** Upon the consummation of a Sale Transaction, the Debtors shall pay to Solomon a transaction fee (the “Sale Transaction Fee”) equal to a percentage of Aggregate Consideration paid or payable in connection with a Sale in accordance with the fee schedule set forth on Exhibit B to the Engagement Letter, subject in all cases to a minimum fee of \$2 million payable upon the closing of the Sale Transaction. In the event that any part of the consideration in connection with any Sale will be payable at any time following the consummation thereof, the term

Aggregate Consideration shall include the present value of such future payment or payments;

- (e) **Expense Reimbursement.** Whether or not any Transaction is proposed or consummated, the Debtors shall reimburse Solomon on a monthly basis for its reasonable and documented out-of-pocket expenses incurred in connection with the provision of services under the Engagement Letter, including, among other things, the consummation of any Transaction contemplated or attempted thereby and the reasonable fees, disbursements, and other charges of Solomon's counsel; *provided, however*, that the amount of fees and expenses for which Solomon may seek reimbursement from the Debtors shall not exceed \$100,000 in the aggregate without the Debtors' consent, which shall not be unreasonably withheld or delayed.

More than one fee may be payable to Solomon under subparagraphs 14(b)-(d) above in connection with any single transaction or a series of transactions, it being understood and agreed that (a) if more than one fee becomes so payable to Solomon in connection with a series of transactions (*e.g.*, a debtor-in-possession Financing, a Sale Transaction, and an "exit" Financing occur), each such fee shall be paid to Solomon and (b) if more than one fee becomes so payable to Solomon in connection with a single transaction where proceeds would otherwise be double-counted (*e.g.*, a Financing Transaction Fee is triggered in connection with raising "exit" Financing and the proceeds from such "exit" Financing are used to pay down existing obligations of the Debtors which would trigger a Restructuring Transaction Fee), the highest of such fees shall be paid to Solomon.

15. Solomon's decision to advise and assist the Debtors in connection with these chapter 11 cases is subject to its ability to be retained in accordance with the terms of the Engagement Letter pursuant to section 328(a), and not section 330, of the Bankruptcy Code.

16. Investment bankers such as Solomon do not typically charge for their services on an hourly basis. Instead, they customarily charge a monthly advisory fee plus an additional fee that is contingent upon the occurrence of a specified type of transaction. The Engagement Letter

follows this custom in the investment banking industry and sets forth the monthly and transaction-based fees that are to be payable to Solomon.

17. The Fee and Expense Structure is reasonable. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by Solomon and the fee structures typically utilized by leading investment banking firms of similar stature to Solomon for comparable engagements, with respect to both in- and out-of-court restructurings. The Fee and Expense Structure is consistent with Solomon's normal and customary billing practices for cases of this size and complexity and that require the level and scope of services outlined herein.

18. Moreover, the Fee and Expense Structure is reasonable in light of (a) industry practice, (b) market rates charged for comparable services both in and outside the chapter 11 context, (c) Solomon's substantial experience with respect to investment banking and financial advisory services, and (d) the nature and scope of work to be performed by Solomon in these cases.

19. Notwithstanding approval of the Engagement Letter under section 328(a) of the Bankruptcy Code, Solomon will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in accordance with the procedures set forth in the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, as those procedures may be modified or supplemented by order of this Court, including any order granting this Application (to the extent compliance is not waived). The Debtors believe that the Court should approve Solomon's retention subject to the standard of review set forth in section 328(a) of the Bankruptcy Code, and Solomon's compensation should not be subject to any additional standard of review under section 330 of the Bankruptcy Code.

Record Keeping

20. It is not the general practice of financial advisory and investment banking firms, including Solomon, to keep detailed time records similar to those customarily kept by attorneys and required by the applicable compensation guidelines promulgated by the United States Trustee (the “U.S. Trustee Guidelines”). Solomon does not ordinarily maintain contemporaneous time records in tenth-hour increments or provide or conform to a schedule of hourly rates for its professionals.

21. Solomon requests that it be excused from compliance with such information requirements. Instead, Solomon should be required to maintain time records in half-hour increments, not decimal hours, setting forth, in a summary format, a description of the services rendered by each professional, and the amount of time spent by each such individual in rendering services on behalf of the Debtors.

22. Solomon will also maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Solomon’s applications for compensation and expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, and any other applicable procedures established by the Court.

23. Given the nature of the services to be provided by Solomon, such billing format and associated time details will be sufficient for the Debtors and other parties-in-interest to make informed judgments regarding the nature and appropriateness of Solomon’s fees and expenses.

Indemnification of Solomon

24. The Engagement Letter provides that the Debtors owe certain indemnification, contribution, and reimbursement obligations to Solomon and its affiliates, and each of their

respective officers, directors, managers, members, partners, employees and agents, and any other controlling persons (each an “Indemnified Party” and collectively, the “Indemnified Parties”). The provisions governing the parties’ respective indemnification, contribution, and reimbursement obligations (collectively, the “Indemnification Provisions”) are set forth on Exhibit A to the Engagement Letter. The Debtors and Solomon believe that, subject to any modifications set forth in an order of the Court granting this Application, the Indemnification Provisions are reasonable and customary for investment banking engagements, both in and outside the context of chapter 11, and reflect the qualifications and limitations on indemnification provisions that are standard in this district.

25. The Debtors and Solomon negotiated the terms of the Engagement Letter and Indemnification Provisions at arms’ length, and the Indemnification Provisions are reasonable and in the best interests of the Debtors, their estates, and their creditors. Accordingly, as part of this Application, the Debtors request that this Court approve the Indemnification Provisions.

Solomon’s Disinterestedness

26. Solomon has reviewed the list of parties in interest provided by the Debtors. To the best of the Debtors’ knowledge, information, and belief, and except to the extent disclosed herein and in the Hootnick Declaration, Solomon: (a) does not hold any interest materially adverse to the Debtors’ estates; (b) has no connection with the Debtors, their creditors, equity security holders, or related parties herein; and (c) is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code (as modified by section 1107(b) of the Bankruptcy Code). The Debtors’ knowledge, information, and belief regarding the matters set forth herein are based, and made in reliance upon, the Hootnick Declaration.

27. Given the large number of parties in interest in these chapter 11 cases, despite the efforts to identify and disclose Solomon’s relationships with parties in interest in these chapter 11

cases, Solomon is unable to state with certainty that every client relationship or other connection has been disclosed in the Hootnick Declaration. If any new material facts or relationships regarding the Debtors' relationships with Solomon or Natixis are discovered or arise, Solomon will supplement its disclosures to the Court.

28. No agreement or understanding exists between Solomon and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with these chapter 11 cases, nor shall Solomon share or agree to share compensation received for services rendered in connection with these chapter 11 cases, other than as permitted by section 504 of the Bankruptcy Code.

29. In the 90-day period prior to the Petition Date, the Debtors paid to Solomon certain fees earned in the ordinary course under the Engagement Letter. Specifically, (a) on March 23, 2020, Solomon received \$250,000 on account of the Initial Fee due under the Engagement Letter, \$10,861.61 in connection with expense reimbursements, and a \$20,000 retainer for reimbursement of expenses, and (b) on May 8, 2020, Solomon received \$150,000 on account of the May Monthly Advisory Fee. Solomon will apply the \$20,000 in retainer amounts received from the Debtors before the Petition Date first to any prepetition expenses incurred but not reimbursed prepetition, and second to any postpetition expenses.

30. Based on the foregoing, the Debtors believe that Solomon is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and utilized in section 328(c) of the Bankruptcy Code.

Basis for Relief

31. The Debtors seek entry of an order authorizing them to retain and employ Solomon pursuant to section 327(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides, in relevant part, that the Debtors, with the Court's approval, "may employ one or more

attorneys . . . or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist . . . in carrying out . . . duties under the [Bankruptcy Code].” 11 U.S.C. § 327(a). By this Application, the Debtors also seek approval of the Engagement Letter, including the Fee and Expense Structure and the Indemnification Provisions, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides, in relevant part, that the Debtors, with the Court’s approval, “may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

32. Given the numerous issues that Solomon may be required to address in performing its services for the Debtors pursuant to the Engagement Letter, Solomon’s commitment to the variable time requirements and effort necessary to address all such issues as they arise, and the market prices for Solomon’s services for engagements of this nature, the Debtors submit that the terms and conditions of the Engagement Letter are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code. The Debtors also believe that the Fee and Expense Structure appropriately reflects (a) the nature and scope of Solomon’s services, (b) Solomon’s substantial experience with respect to investment banking services, and (c) the fee structures typically utilized by Solomon and other investment banks, which do not bill their clients on an hourly basis, in bankruptcy or otherwise.

33. Notwithstanding the foregoing, Solomon agrees that the U.S. Trustee may review Solomon’s compensation under section 330 of the Bankruptcy Code.

34. In light of the foregoing, the Debtors’ retention of Solomon is in the best interest of the estates, their creditors, and all parties in interest in these chapter 11 cases. Solomon has

extensive experience in matters involving complex financial restructurings and an excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies. The Debtors, therefore, submit that they have satisfied the requirements of the Bankruptcy Code and the Bankruptcy Rules to support entry of an order authorizing the Debtors to retain and employ Solomon as their investment banker in these chapter 11 cases in accordance with the terms and provisions of the Engagement Letter.

Notice

35. The Debtors will provide notice of this Application to: (a) the U.S. Trustee; (b) counsel to the Creditors' Committee; (c) counsel to Wells Fargo Bank, National Association, as Agent under the Debtors' prepetition credit agreement; (d) the United States Attorney's Office for the Southern District of Texas; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the state attorneys general for states in which the Debtors conduct business; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors request that the Court enter an order, granting the relief requested in this Application and granting such other and further relief as is appropriate under the circumstances.

Dated: May 28, 2020
Houston, Texas

Respectfully submitted,

Stage Stores, Inc. (for itself and on behalf of its
debtor affiliates as debtors and debtors in
possession)

/s/ Elaine D. Crowley

Elaine D. Crowley
Chief Restructuring Officer

Certificate of Service

I certify that on May 28, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

Exhibit A

Hootnick Declaration

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

In re:)	
)	Chapter 11
STAGE STORES, INC., <i>et al.</i> , ¹)	
)	Case No. 20-32564 (DRJ)
Debtors.)	
)	(Jointly Administered)

**DECLARATION OF
MARK HOOTNICK IN SUPPORT OF DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF PJ SOLOMON, L.P.
AND PJ SOLOMON SECURITIES, LLC AS INVESTMENT BANKER FOR
THE DEBTORS AND DEBTORS IN POSSESSION, EFFECTIVE AS OF MAY 10, 2020**

I, Mark Hootnick, pursuant to 28 U.S.C. § 1746, declare as follows:

1. My name is Mark Hootnick. I am over the age of 18 and competent to testify.
2. I am a Managing Director with PJ Solomon, L.P. (together with PJ Solomon Securities, LLC, "Solomon"), a leading financial advisory and investment banking firm.
3. I submit this Declaration (the "Declaration") in support of the application (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for an order authorizing the Debtors to retain and employ Solomon as their investment banker, effective as of May 10, 2020, pursuant to the terms and subject to the conditions of the Engagement Letter, attached to the Application as Exhibit B.
4. I have more than 20 years of experience advising corporations and other constituents on strategic and financial matters, with a particular focus on restructuring and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors' service address is: 2425 West Loop South, Houston, Texas 77027.

² Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Application.

distressed situations. Before joining Solomon, I was a Managing Director at, among other firms, Millstein & Co, Moelis, Greenhill, and Miller Buckfire. I received a B.S. in Finance from Lehigh University and a J.D. from New York University School of Law.

5. I am authorized to submit the Declaration on behalf of Solomon. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and, if called as a witness, I would testify thereto. Certain of the disclosures herein, however, relate to matters within the personal knowledge of other professionals at Solomon and are based on information provided by such professionals.

Solomon's Qualifications

6. I believe that Solomon, and the professionals it employs, are uniquely qualified to advise the Debtors on the matters for which Solomon is proposed to be employed in a cost-effective, efficient, and timely manner.

7. Founded in 1989, Solomon is a leading independent investment banking advisory firm that provides strategic and financial advisory services, including advisory services in connection with mid- to large-scale corporate restructuring transactions. A controlling interest in Solomon is owned by Natixis, a leading French financial services firm (further described below). Solomon currently employs approximately eighty investment banking professionals. Solomon's professionals have extensive experience in providing financial advisory and investment banking services to companies across a range of industries as well as to financially distressed companies and creditors, equity holders, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court.

8. Solomon's Consumer Retail Advisory Group provides investment banking advisory services to public and private clients across various retail sectors, including e-commerce, apparel, fashion and accessories, food and beverage, beauty and personal care, household products,

consumer durables, home improvement, and health and wellness sectors. The members of Solomon's Consumer Retail Advisory Group have extensive experience in the consumer retail sector, including working (both at Solomon and at prior firms) with clients such as Geneseco, on its acquisition of Togast LLC; Tailored Brands, on the sale of their Joseph Abboud trademarks to WHP Global; PVH, on its joint venture with Basic Resources for all of its socks and hosiery brands in the United States and Canada and to terminate early the licenses for the Calvin Klein and Tommy Hilfiger socks and hosiery businesses; Hudson's Bay Company, on its sale of Lord + Taylor to Le Tote; VF Corp., in its sale of Reef brands to the Rockport Group; and Perry Ellis, in its sale to an entity owned by George Feldenkreis.

9. In addition, Solomon and its professionals have assisted and advised numerous financially troubled companies from a variety of industries in complex financial restructurings, both out of court and in chapter 11 cases. Solomon professionals have been retained in numerous large, complex chapter 11 cases, including, among others: *In re Lucky's Market Parent Company, LLC*, Case No. 20-10166 (JTD) (Bankr. D. Del Jan. 27, 2020); *In re Fairway Group Holdings Corp.*, Case No. 20-10161(JLG) (Bankr. S.D. NY Jan. 23, 2020); *In re iPic-Gold Class Entertainment, LLC*, No. 19-11739 (LSS) (Bankr. D. Del. Aug. 5, 2019); *In re Payless Holdings LLC*, No. 19-40883 (Bankr. E.D. Mo. Mar. 19, 2019); *In re Marsh Supermarkets Holding, LLC*, No. 17-11066 (BLS) (Bankr. D. Del. June 5, 2017); *In re Quicksilver, Inc.*, No. 15-11880 (Bankr. D. Del. Oct. 28, 2015); *In re HH Liquidation, LLC (f/k/a In re Haggan Holdings, LLC)*, Case No. 15-11874 (KG) (Bankr. D. Del. Oct. 8, 2015); *In re The Dolan Company*, No. 14-10614 (Bankr. D. Del. Apr. 15, 2014).

10. Solomon is also familiar with the Debtors' financial and business operations. Solomon has been employed by the Debtors since September 2019 and has advised the Debtors in

connection with and was active in the Debtors' preparation for these chapter 11 cases, including, but not limited to, exploring options for selling the Debtors' businesses as a going concern or for other strategic, value-maximizing transactions that would resolve the Debtors' operational and financial challenges.³ Solomon has worked with the Debtors and their other advisors to design the above mentioned process, and has taken the lead in negotiations with potential strategic and financial buyers of the Debtors' businesses and other assets.

Solomon's Disinterestedness

11. In connection with its retention by the Debtors, Solomon undertook to determine whether Solomon, its principals and professionals (a) have any connection with the Debtors, their affiliates, their creditors, or any other parties in interest in these chapter 11 cases or (b) have an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders.

12. To check potential connections with the Debtors and other parties in interest in these chapter 11 cases, Solomon has searched a database containing the names of all clients that have paid Solomon to determine whether it had any relationships with the entities identified by the Debtors and their representatives as potential parties in interest in these chapter 11 cases (the "Potential Parties in Interest"), which parties are listed on **Schedule 1** attached hereto. To the extent that this inquiry has revealed that any Potential Parties in Interest are currently or were former investment banking clients of Solomon within the past three years, those parties have been identified on a list (the "Client Match List"), annexed hereto as **Schedule 2**. Through the information generated from the aforementioned inquiry and through follow-up inquiries to

³ The Engagement Letter amends and restates the prior agreement between Solomon and the Debtors dated as of September 13, 2019.

Solomon professionals responsible for certain clients listed on the Client Match List, Solomon has determined that its representation of the clients on the Client Match List, if any, concerned matters unrelated to the Debtors.

13. As part of its diverse operations, Solomon is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these chapter 11 cases. Further, Solomon has in the past, and may in the future, advised and/or been represented by several attorneys, law firms, and other professionals, some of whom may be involved in these chapter 11 cases. Finally, Solomon has in the past, and will likely in the future, be working with or against other professionals involved in these chapter 11 cases in matters wholly unrelated to these chapter 11 cases. Based upon our current knowledge of the professionals involved in these chapter 11 cases, and, to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Solomon is to be employed, and none are in connection with these chapter 11 cases.

14. In June 2016, Natixis acquired a 51% stake in Solomon. Natixis is the international corporate and investment banking, asset management, insurance, and financial services arm of Groupe BPCE, the 2nd-largest banking group in France. Natixis has a number of areas of expertise that are organized into four main business lines: Asset and Wealth Management, Corporate and Investment Banking, Insurance, and Specialized Financial Services, and it is possible that Natixis has connections with Potential Parties in Interest. However, other than through its connection to Solomon, to the best of my knowledge, Natixis is not involved in advising any of the Debtors and does not own any of the securities of the Debtors. Accordingly, this disclosure is limited to

Solomon, and does not include any connections that any affiliates of Solomon may or may not have with Potential Parties in Interest.

15. In addition, as of the date hereof, Solomon employs approximately eighty investment banking professionals. It is possible that certain of Solomon's directors, officers, and employees may have had in the past, may currently have, or may in the future have connections to (a) the Debtors, (b) the Potential Parties in Interest, and/or (c) funds or other investment vehicles that may own debt or securities of the Debtors or other Potential Parties in Interest. I understand that an email was sent to employees of Solomon expected to work on this engagement inquiring whether such employee, or any member of such recipient's immediately family (spouse, minor children, or family members living in your household), (v) owns any equity security of any of the Debtors; (w) owns any debt security of any of the Debtors; (x) holds a general unsecured claim against any of the Debtors; (y) holds any other claim against any of the Debtors; or (z) owns more than one percent, manage or otherwise control, or have any influence over any of the Potential Parties in Interest. Further, the email inquired whether any recipient of the email or any member of such recipient's immediate family (a) has, within the last two years, been an officer, director, or employee of any of the Debtors, or (b) is related to (i) any bankruptcy judge for the Southern District of Texas and/or (ii) any employee of the U.S. Trustee's office. I understand that no affirmative response was received in response to these email inquiries.

16. In addition to the parties listed on **Schedule 2**, Solomon may also represent, or may have represented, affiliates, equity holders, and/or sponsors of the Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors or insurers of Solomon, and/or have other non-investment banking relationships with Solomon. Solomon may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with

certain restructuring or refinancing engagements, which committees or groups include, or included, entities that appear on the Potential Parties in Interest list. Solomon believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Solomon is to be employed, and none are in connection with these chapter 11 cases.

17. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these chapter 11 cases. Consequently, although every reasonable effort has been made to discover Solomon's connections with the Potential Parties in Interest, Solomon is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these chapter 11 cases. If Solomon discovers any information that is contrary or pertinent to the statements made herein, Solomon will promptly disclose such information to the Court. Additionally, Solomon has indirect affiliate relationships with numerous investment banking institutions located worldwide. Although employees of certain affiliates may sometimes assist Solomon in connection with a restructuring engagement, as Solomon is the only entity being retained in these cases, we have researched only the electronic client files and records of Solomon, not of all of its affiliates, to determine connections with any Potential Parties in Interest.

18. Solomon does not advise, has not advised, and will not advise any entity other than the Debtors in matters related to these chapter 11 cases. Solomon will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

19. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Solomon nor any employee of Solomon (a) is a creditor, equity security holder or an insider of the Debtors or (b) is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of Solomon's professionals expected to assist the Debtors in these chapter 11 cases are related or connected to any United States Bankruptcy Judge for the Southern District of Texas, U.S. Trustee, or any person employed in the U.S. Trustee's office.

Professional Compensation

20. According to Solomon's books and records, in the ninety-day period prior to the Petition Date, the Debtors paid to Solomon certain fees earned in the ordinary course under the Engagement Letter. Specifically, (a) on March 23, 2020, Solomon received \$250,000 on account of the Initial Fee due under the Engagement Letter, \$10,861.61 in connection with expense reimbursements, and a \$20,000 retainer for reimbursement of expenses, and (b) on May 8, 2020, Solomon received \$150,000 on account of the May Monthly Advisory Fee. Solomon will apply the \$20,000 in retainer amounts received from the Debtors before the Petition Date first to any prepetition expenses incurred but not reimbursed prepetition, and second to any postpetition expenses.

21. The Fee and Expense Structure set forth in the Application is consistent with Solomon's typical fee for work of this nature. The fees are set at a level designed to compensate Solomon fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Solomon's policy to charge its clients for all disbursements and expenses incurred in the rendition of services.

22. The Fee and Expense Structure is comparable to those generally charged by investment banking firms of similar stature to Solomon and for comparable engagements, both in and out of court, and reflect a balance between a fixed, monthly fee, and a contingency amount which are tied to the consummation and closing of a transaction as contemplated in the Engagement Letter.

23. The Engagement Letter was negotiated at arms' length and in good faith, and I believe that the provisions contained therein are reasonable terms and conditions of Solomon's employment by the Debtors. With respect to the Engagement Letter's Indemnification Provisions, unlike the market for other professionals that a debtor or committee may retain, indemnification is a standard term of the market for financial advisors and investment bankers. The indemnity, moreover, is comparable to those generally obtained by investment banking firms of similar stature to Solomon and for comparable engagements, both in and out of court.

24. It is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Solomon's restructuring professionals, when formally retained in chapter 11 cases, and when required by local rules, do, and in these cases will, keep time records in half-hour increments describing their daily activities and the identity of persons who performed such tasks. Solomon will also supplement this information with a list of the non-restructuring professionals who assist the restructuring department on this matter but who do not, as a matter of general practice, keep records in the same manner.

25. Other than as set forth above and in the Engagement Letter, there is no proposed arrangement between the Debtors and Solomon for compensation to be paid in these cases. Solomon has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

26. The foregoing constitutes the statement of Solomon pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 5002.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 28, 2020

Respectfully submitted,

/s/ Mark Hootnick

Mark Hootnick
Managing Director
PJ Solomon, L.P.

Schedule 1

Potential Parties in Interest

Debtors and non - debtor affiliates

Stage Stores, Inc.
Specialty Retailers Inc.

Contract Counterparties

360i
7Miles
9th Wonder
A+ Conferencing
Aaron's
Abacus
AbsenceSoft
Accertify
Access Development
Access POS
Accruent fka Lucernex
ACI Worldwide
Ad Art
Ad Art Signs
adidas
Adobe AEM
Adobe Analytics
Adobe Media Optimizer
Adobe Sign
Adobe Target
Adopt-A-Classroom
ADP - tax svcs/pay statements
ADP Amendment
Advance Services
Agilence
AIA
Akamai
Akismet
Allen Signs
Alliant Insurance
Altus Group
Amazon
American Express (corp cards/travel)
American Express (store credit cards)
American Registry for Internet Numbers
Antuit
Aon Consulting
Aon Hewit CG Pro

Aon Property Risk Consulting
Apex Signs
Arandell
Arch Insurance
Armstrong
Associate Benefit Plan
Associated Footwear
AT&S American Trailer
AT&T Corp.
AT&T Global (Jeffersonville, OH)
Avatier Corporation
Avery Dennison
B3 Logistics
Bank of America ATM
Bank of the West
BCBS 2018
BCRF Breast Cancer Research
Beecher Carlson
Bell Consulting
Benefitfocus.com
Best Vendors
Beth Barton
BHDP Architecture
Blackhawk (advertising)
Blackhawk Engagement (Parago)
Blackhawk Network (Alliance)
Bloomberg BNA
BlueCross BlueShield of Texas
Bonfire
Boss Group
Bottomline fka Optio
Braiform
Bridgeline fka Stantive
Broadleaf
Burnett
Cadient LLC fka Kronos Talent Mgmt
Capco Wai Shing
Cardinal
Career Search
CareerBuilder
CareWorks OH WC
CareWorks WY WC
Careworks/Frank Gates ON HOLD

Carlton Staffing	Denovo
CashStar	Design Transportation
Catapult Health	Destiny (IBM)
Celadon	DF King
CES Limited	DFS Services (Discover)
Channeladvisor	Dick Lavy
Cintas	Diligent
Cision	DSI fire protection
Clorox	Duo Security
Coast Signs	Dynamic Delivery
Coca-Cola	Echo Global
Cogency Global	ECTaxSolutions
Comcast	Ed Mehlman & Associates
Comenity Bank fka World Financial Network Bank	EiS Technologies MSA
Comenity Test Environment	EiS Technologies SLA
CommerceHub (Commerce Technologies)	Elaine's Florist
Computer Associates	eMaint
Computershare	eMarketer
Computershare Renewal	eMedia Networks
Connection	Employers Edge
Connection SOW	Empyrean
Connective Talent	ENGIE Resources
Connexions	Enterprise
Constellation Gas	Enterprise Amendment
Cornerstone OnDemand	Enterprise Holdings (corporate car rental)
Cornerstone Staffing	ERI Economic Research
Corporate Travel Management	ESET
Coty	ESIS
Covington Electric	ESIS Renewal
Cox Communications	Estée Lauder
Creditintell	Ethix360
Crimson Progress Group	Exchange Bank
CrowdStrike	Experis Finance
Crown Services	Experis US
CT Consulting	Express Staffing
CyberArk	FedEx
Daniel J. Edelman	FIA Card Services/Bank of America
Data Shredding Services	Fidelity (401k/profit sharing)
Data Stride	Fidelity (nonqualified deferred comp plan)
Datamax	Fidelity Consulting EXECUTED
Deloitte & Touche	Filemaker
Deloitte engagement ltr	First Advantage Amendment
Delta Dental	First Advantage Tax Consulting Services

Firststar Fiber	Hilco
Five9	Holston Electric Cooperative
Five9 LOA	Hotel Derek
Five9 Service Order	Houston Astros
Flux Consulting (K4)	Houston Dynamo
FMLASource	Houston NFL Holdings
ForeSee Results	HOV Services
Fort Dearborn Life Insurance	Hub Group
Forward Air	Hudson River
Frank N. Magid Associates	ICM Internet Content Management
FRS	ICR LLC
Function4	Identiti Signs
Gallagher Bassett Services	iHostPoker
Galleria 2425	ImageSet
Garda	InComm MSA
Gartner	Infor
Gartner renewal EXECUTED	Ingenico
GIX Logistics	Inovis/MCI dba Verizon
Glasgow Electric Plant Board	Interactive Communications
Glassdoor	InterCall
Globoforce Limited	Int'l Paper Recycling
GOH International	Iron Mountain
Google	ISS Corporate Solutions
Gordon Bros.	ITS Partners
Granite Telecommunications	Jacksonville Development Corporation
Grant Thornton	Jay-Aimee Designs
Grant Thornton Omaha Incentives	JB Hunt
Grant Thornton SOW Enterprise Zone	JB Hunt Interchange Agreement
Grant Thornton SOW Tax Refund	JB Hunt Rate Proposal
Grant Thornton SOW UNICAP EXECUTED	JDM Sorting
Greater Houston Community Foundation (GHCF)	JGA
Green View Lawn Care	Jim's Formal Wear
Greenback Cost Recovery	John Maxwell
GS1	Kelly Svcs
GTT fka MegaPath	Kingdom Trucking
Guardian Life Insurance	Konica Minolta Premier Finance
Guardian RPM	Korn Ferry
GXS fka Inovis	Kronos (timekeeper)
H&M Trucking	Kuecker
Harland Clarke	Lala Trailer Agreement
HeadCount Corporation	Landstar
Henry Donerger	Laser Imaging
Hertz Corporation	Ledgent Finance & Accounting

LegalShield
Leidos Engineering
Lennox
LIFT361
Lightspar
LinkedIn
LiveRamp
Loftware
Loftware renewal
Logistyx fka Agile of PA
Logix fka Evolve Data Center
LP Media 2020 Proposal
LP Software
LPM Media
LSC Communications
LSI Services
Lucas Group
Lukas
Lukas SOW #19
MA Folkes
Macerich
Macy's
Magellan
Mainetti
Mainstreet Integration
Malin Rental
Manhattan Associates
Manpower
Manutek
Marc-Allen
Mark Andy
Marketing Influencers
MarketPay
MarketSphere Consulting
Marsh
MC Group Signs
McAfee Security
McMinnville Electric System
MD Anderson
MedAllocators
Mediation Pros (SET)
Megaport
Mérieux

MessageOne
Methodist
Meyer Corporation
Microsoft (Office 365)
MicroStrategy
Midnite Express
MidSouth
Mike Treadway Architects
MMC Contractors
Mobile Mini
Mobility Services International
Modis
Money Network
Monotype
Moovweb
Moran Munchies
Morgan Stanley
MotivAction
Movable
Movable Renewal
Muzak dba Mood Media
N&W Transfer
Naini
Nationwide Pet Insurance
NCR Corporation
NCYCLES
NDA
Nebraska DHHS
NEJ
NEJ WO#2020-004 EXECUTED
Neopost
NetJets
Netsync
Newport Utilities
NICE inContact
NJ Malin
NMR IT
Novar
NPD Group
NPI
Oasis Staffing
Observepoint
Office Depot

Ohio Bureau of WC
Omaha Fixture
OPNET Technologies
Oracle
ORCL Toolbox
PacifiCorp dba Pacific Power
Palmer Recovery
Pandora
Parker Lynch
Paymentech (JPMorgan Chase Bank)
PayScale EXECUTED
Pension Benefit Information
Penske
Penske Rental
Performance Team
Phonoscope Global
PowerReviews
PowerReviews Renewal Order
Primary
ProDrivers
Proofpoint
Protiviti
QuoteMedia
QVS Communications - Jacksonville, TX
QVS Communications - Jeffersonville, OH
R3 Continuum
Rackspace
Rakuten
Randall James
Ranorex
Rapid7
RCI renewal
RDG
Reaction Retail
Record Space/Security Shredding
Recycling Consultants
Reflexis
Regions Bank
Reliant Energy
Remedy Staffing
Renfrow & Company
Reny Company
Republic Services

Retail Funding
Retek Information Systems nka Oracle America
Retransform
RGIS
Rimini
Riskconnect
Robert Half
Royal Imaging (Docuware)
Salary.com
Salesforce.com
SAS Institute
Savage & Browning
SCC Security
Scotlynn Trucking
Scout Moderation
SDI
SDI (Maintenance)
Search Discovery
Sedgwick
Sellers Publishing
Sendero Business Services
Sequachee Valley Electric
ServiceChannel
ServiceNow
Share Our Strength
Shreveport, LA
Shutterstock
Sidley Austin
Sigma Technology
SMG
Snowflake
Softvision Master SaaS
Softvision MSA
Solium Transcensive
Sophelle
SOTI
Southwest
Special Counsel
Specialty Retailers, Inc.
Speech Interface Design
Spin Master
Spot Trender
Spredfast

SPS Commerce
 St. Jude
 St. Regis
 Staffmark Staffing
 Standard & Poor
 Stanley Convergent Security
 Stoner Bunting
 Store Planning Inc.
 Stored Value Solutions (SVS)
 Summit Financial Group fka PremierSource
 Sungard
 SunTrust
 Superior Signs
 SweetIQ
 Swift
 Sword Construction
 Synapse Retail
 Systems Application Engineering SAE
 TALX (Equifax)
 Tax Compliance
 Taylor County Rural Electric Coop
 Technocycle
 Telecheck
 Terpac Plastics
 The Body Shop
 The Partners Group
 The Retail Equation
 Thomson Reuters
 Thread Collective
 ThredUp
 ThyssenKrupp
 Thyssenkrupp (Muhlhauser)
 Time2Market
 Trans-Motion
 Transport Solutions
 Transportation Mgmt Solutions (Ultraship)
 Transportation Solutions (Redwood)
 Trillium
 Truck Svcs
 TrueBlue Enterprises
 TrueBridge Resources
 TTR
 TydenBrooks

U.S. Verify
 UHY
 Ultra Logistics
 UniFirst
 Uniplast
 Unwired Revolution (RemoteLink)
 Vanguard Advisers
 Vending Group
 Vendor Contracts
 Verifone
 VeriTrust
 Verizon Rapid Response Retainer
 Verizon Wireless (corporate/EE discount)
 Vertex
 Vertiv Corporation
 VF Outdoor
 Vibes Media
 Visconti
 Vitals (MDX/Health Care)
 Vocollect
 Volunteer Energy Cooperative
 Vormetric
 VOYA
 WageWorks, Inc.
 Waste Management
 Weather Trends
 Welliver & Associates
 Wells Fargo (Revolving Credit)
 Werner
 West Publishing dba Serengeti
 WGSN
 Willis Towers Watson
 Wolters Kluwer
 Workiva Inc.
 Wpromote
 Xcelerate Media
 XPO
 Yelp
 Yesmail

Current Officers, Directors and Senior Management of the Debtor

Barocas, Alan
 Ellis, Diane

Crowley, Elaine D
Hesterberg, Earl
Kranc, Lisa R
Montgoris, William
Glazer, Michael
Curtis, Jason T
Gray, Amy B
Williams, Steven R (Steve)
Weber, Thorsten I
Lundy, Russell A II (Russ)
Watters, Allan D
Anthony, Robert J (ROBERT)
Costa, Jennifer E
Fluke, Joan M
Matzer, John N III (Jack)
McNaught, Donald C (Clark)
Beasley, Tassy Lee B (Tassy)
Williams, Archie K (Kent)
Dalrymple, Amy
Balasubramanian, Subha
Chang, Esin M (Michael)
Kleiber, Wilfred C (Bill)
Polidori, Robert Wayne (Rob)
Grav, Elyndabeth
Dorgan, James Q
Harmon, Mary
Buggs, Keiffer C
Baker, George
Grundy, James P
Franks, Julie A
Netzel, Jeanice G
Gill, Paige P
Conner, Kelly
Holtz, Bryan
Jacobs, Consuela K
Hubert, Jacquelyn E (Jackie)
Perry, Ollie T
Brown, Kristen E
Latta, Michael L (Mike)
Anderson, Cory R
Venkateswaran, Ravishankar (Ravi)
Jones, Michael (Mike)
Lanier, Chris

Kaliyaperumal, Sakthi (Sakthi)
Carpenter, Melanne J
Alford, Robert W (Bob)
Lampman, Gina
Rael, Louis C
Willingham, Sabrina L
Wright, Howard C
Titcombe, Justin A
Davis, Brian C
McGuire, Todd M
Weidemeyer, Deborah L
Hybiak, Brian G
Mathew, Annie
Lettre, Kenneth J

Banking Institutions

Verabank
Bancorp South
First National Bank of Gilmer
Prosperity Bank
First Federal Community Bank
Citizens Bank
Regions Bank
Chase
BBVA Compass
First State Bank & Trust Co
First Financial Bank
Extraco Bank
IBC Bank
Bancfirst
Bank of America
First State Bank
Happy State Bank
First Bank Southwest
RCB Bank
Frazer Bank
US Bank
American National Bank of Texas
Pioneer Bank
Arvest Bank
New Mexico Bank & Trust
Classic Bank
Hancock Whitney

City Bank & Trust Co
Century Next Bank
Bank OZK
Bank of Commerce & Trust Co
Jonesboro State Bank
Merchants & Farmers Bank
The Cottonport Bank
First Oak Bank
Equity Bank
Citizens Bank & Trust
Sabine State Bank
Four Corners Community Bank
Alamosa State Bank
Arvest
Malvern National Bank
The First National Bank
Herring Bank
The Lamesa National Bank
West Texas National Bank
National Bank of Andrews
Pecos County State Bank
Security Bank Solutions
Banc Central
Bank of Cushing
Capital City Bank
Mineola Community Bank
First Texoma National Bank
Yoakum National Bank
Bank of Oklahoma
Columbus State Bank
Community National Bank
YNB
The First
The First National Bank in Trinidad
WoodForest National Bank
Union Bank
National Bank of Arizona
First Community Bank
BB&T
United Community Bank
SunTrust Bank
Fort Davis State Bank
Simmons Bank

PNC Bank
OceanFirst Bank
M&T Bank
Southern Bank
Five Star Bank
CB&S Bank
Franklin Bank
Peoples Bank
Mountain Valley Bank
Community Trust Bank
Essex Bank
Community Bank
First Southern National Bank
Steuben Trust Company
Grundy National Bank
Cadence Bank
First Commonwealth Bank
CBT Bank
TrustCo Bank
Old National Bank
NBT Bank
First National Bank
SNA Bank
First Volunteer Bank
People's United Bank
First Choice Bank
Wilson & Muir Bank
First Citizens Community Bank
Bank ESB
Lafayette State Bank
FNCB Bank
Kentucky Bank
Northway Bank
United Cumberland Bank
First Citizens bank
Synovus
Bank of Eastman
Bank of Hazlehurst
State Bank & Trust Company
One South Bank
Queensborough National Bank & Trust
Colony Bank
Louisa Community Bank

Tower Community bank
People's Community Bank
Forcht Bank
Tennessee State Bank
Southeastern Bank
Limestone Bank
Bank of the West
Landmark National Bank
Commerce Bank
Centera Bank
Bank Midwest
Exchange Bank of Missouri
Kennett National Bank
Regional Missouri Bank
Connection Bank
Peoples State Bank
BMO Harris Bank
Crossroads Bank
The Huntington National Bank
The Peoples Bank
Choice One Bank
Chemical Bank
Mercantile Bank of Michigan
Southern Michigan Bank & Trust
First Bank
City National Bank

Lenders

Wells Fargo
Pathlight Capital

US Trustee for the Southern District of Texas

Barbara Griffin
Christine March
Christy Simmons
Clarissa Waxton
Diane Livingstone
Glenn Otto
Gwen Smith
Hector Duran
Henry G. Hobbs, Jr.
Jacqueline Boykin
Linda Motton

Luci Johnson-Davis
Patricia Schmidt
Stephen Statham

Insurance

Illinois National Insurance Company (AIG)
ACE American Insurance Company
XL Specialty Insurance Company
Underwriters at Lloyd's (ANV)
Axis Insurance Company
Beazley Insurance Company
Freedom Specialty Insurance Co.
Canopus Insurance Services
Wesco Insurance Company
The North River Insurance Co.
Allied World Insurance Company
Old Republic Insurance Company
Illinois National Insurance Co.
Beazley Insurance Company, Inc.
Aria (SAC) Limited
Axis Specialty Limited
Beazley thru Lloyd's
U.S. Specialty Insurance Company
Arch Insurance Company
Arch Indemnity Insurance Company
North American Specialty
Travelers Property Casualty Company Of America
American Guarantee And Liability Insurance Company
Ace Property And Casualty Insurance Company
The Insurance Company Of The State Of Pittsburgh, Pennsylvania
American Bankers Insurance Co. of Florida
Hartford Insurance Co. of the Midwest
Wright National Flood Ins. Co
Zurich American Insurance Company
Lloyd's of London, Starr, Aspen, RSUI and Various Markets

Landlord/Lessors

Henderson Plaza Realty, L.P.
Robert N. Graham, LLC
Jefferson Mount Pleasant, Ltd
Alpha Lake, Lt
PFE Leasing LLP
Action 49 Junction I, LLC -

Kilgore VF, LLC	Portland Retail Group L.P.
Lukin Investment Partners, LLC	McCreless Market, LLC. -
Crossroads Greenville Properties, Ltd. (Crossroads Mall)	Arrowhead Mall, LLC
Marshall Mall Investors	Mall Del Norte
Merge Holdings, LLC	Alpha Lake, Ltd.
Vidor Crossroads LLC	Port Lavaca Retail Group LLC
Action Carthage, LLC	MSCI 2005-IQ9; Central Mall-Texarkan
Conroe Crossroads Center, LP	Westview Center, LP
Bosque River Center Realty	Sunset Mall SPE, L.P.
Tejas Center Corporation	BWSC, LTD., a Texas Limited Partnership
Longview BJ Partners LLC	Las Pampas Square
Five Hills, Ltd. -	CBL SM-Brownsville, LLC - c/o CBL & Associates Mgt. Inc.
G3C Weslaco Westgate, LLC	Sea/Aire Center/Gordan McNutt
Brazos Shopping Center	CBL & Assoc. Mgt, Inc., as agent for CBL/Richland Mall L.P.
Pena Riverview Investments; LL	Spring Town Plaza, Inc.
Rock Hard Real Estate, LLC	SB Retail Group Carlsbad LLC -
Prime Realty Estate US Properties, Inc.	Victoria Mall
WRI-AEW Lone Star Retail	Solid Cap Properties, LLC
Victoria Retail Group LLC	Ponca Partners LLC
Portairs Partners, FOB	Park Dell SC #53
West Wheatland LLC -	POM-College Station, LLC
KPS King Properties of Seguin, L.P.	ZBY3/Browning Brothers
AC Brazos Mall Partners, LLC	Mall at Midland Park, LLC
Orangehurst Venture, LP	G.G.I.A. II Limited
DBRA Athens Property Investments LP	Gene Murphy
Pine Plaza, LLC	Lynn Park Shopping Cente
Plaza-AL, LLC	Humboldt Rio West, LLC
Commerce Station LP	MSCI 2005-IQ9; Central Mall- Port Arthur
Ardmore Dunhill LLC	Westgate Mall
Rancho Harlingen Corners, LLC.	Enterprise Eagle Pass Associates, LP
C. P. Mall, Ltd	Mimco, Inc.
The Market Place at Waxahachie	Northline Commons, LLC
Northshore Plaza, LP	Jasper Crossroads Partnership LP -
Lombard Group Texas, LLC	Ashley/Karns/Baker Properties Ltd. -
PTC TX HOLDINGS, LLC	Betty Woodward Limited Family Partnership, a limited partners
Midland Kaufman, LP; Midland Sylvan, LP; Midland 256 Ranch, LP	Midland Park Partners, Ltd.
Weingarten Realty Investors, Inc.	FIRST NATIONAL BANK OF BASTROP
TFG San Marcos SC, L.P.	Kahlig Enterprises, Inc.
CBL/Parkdale Mall,L.P. c/o CBL & Assoc -	A-S 93 SH 130 - SH 45, LP c/o New Quest Properties -
DWH Development Co.	North Plains Mall, LLC
Gainesville Realty, Ltd.	Beer Wells Real Estate Services-East Texas, Inc.
B & B South Park Mall LLC	Weatherford Plaza LLC c/o Todd Routh -
PALMS CROSSING TOWN CENTE	HEB Grocery Company, LP

Puente Partners, L.P.
West Hill Group LP
The Sandra Corporation -
Cruz Alta Plaza, LP
Valente 901 Polk, Inc.
Cuero Retail Partnership
Sweetwater Center, LLC
Franks Real Estate
Macerich Property Management Company, LLC
Conn Appliances, Inc.
RPAI Southwest Management, LLC
Taylor Plaza, LLC
Village Center Trust
Robert Scott Sherwood and Greg James Baker
Mercedes Plaza MGMT.
Houston County Realty, Ltd
B-Y Mission Texas WM, Ltd.
Texas Rendezvous, LP
The Shops of Granbury, Ltd.
Rick Hoover Properties, Inc.
Smith's Food & Drug Centers, Inc.
C & G Investments
James H. Rifkin
Giddings, L. P.
SGS Properties, Inc.
One-Eleven, LLC
Portland Retail Group, LP
Forwood SB LLC
Meyerland Retail Associates, LLC
New Market - Champions, LLC
2015 Shopping Mall Business, LLC
JMK 5 Texas City, LLC
RS Shopping Center Associates, LLC
Meadows Marketplace Shopping Center, L.P.
JBL Tomball Plaza, LLC
Fairway 35, LLC
Pearland Dunhill 1 LLC
Copperwood Village, LP.
Liberty Shopping Center, L.P.
Orange MarketPlace, L.P.
KIMCO Realty
Johnnie Trochta & Assoc.
Williamsburg Dove, LLC

Brixmor GA Apollo I TX Holdings, LLC
Brixmor GA Moundsville, LLC c/o Brixmor
SSS Fondren Marketplace, LLC
Klement Texa
Magee Shopping Center, LLC
Gun Barrel Jackson LLC, c/o Ben Fitzgerald Real Estate -
Franklin Fickett Charitable Foundation
Zaradieter Partners, L.P.
IH 35 Loop 340 Tenancy In Common
Frank C. Robson
River South Commons, LLC
The Sandra Corporation
Weingarten Realty Investors
Happy Camper LLC
McCarley Family LP
The SJ Trust
Camden Center #23
Multistate Holdings/Mellor Park Mall
University Plaza Shopping Center Partnership
Harvey Square L.P.
Gregory Place Shopping Center LLC
Rodgers Family Ltd Ptn
Miramar Beltline GP, LLC
Urban Renewal Agency of the City of Mountain Home
Brixmor Holdings 12 SPE, LLC
Tabani Natchez Mall
Rockstep McComb LLC
Brookhaven I LLC
Brumfield Properties, Inc.
Four Owls Hill Country Square LLC
Ennis Crossroads Plaza, LLC
Marrero Land and Improvement Assoc.
J.B. Levert Land Company, L.L.C.
Kenwood Shopping
TCP Ryan Street, LLC
Monroe Retail Group LLC
Lynda Corp
Rockstep Lagniappe Village LLC
Hasco Thibodaux, LLC
Rockstep Opelousas, LLC
Cedar Ridge, LLC
RB River IV LLC and RB River VI LLC
EREP Northlake I, LLC

Josef & Mikel LLC	Nueces-Holliday Maverick Partners II, Ltd.
Minden Retail, LLC	RGC Starr Retail Ltd
Ruston Center, LLC	Gonzales Marketplace, LLC
Charles H. Allen Estate	NorthStar Properties, Inc.
Lake Charles Gardens, LLC	Vernon Hillcrest, LLC, c/o Dunhill Partners, Inc.
TCP LA Partners, LP	Pioneer Square Lamesa, LP
Regency DeRidder LLC	Hunter Sky Capital, LLC
Summer Grove LLC	Brownfield Plaza, LP
AAM - 2001 Airline Drive, LLC	John C. Culpepper
Burro Village, LLC	1212 Partners, LLC
Desoto Plaza Associates, LLC	Shops at Abilene, LP
Sibley Investments LLC	Perth Company
Sunshine Heights, LLC	Ramsey & Ramsey
David Sam	Kaufman West Country Center, LLC
Delta Properties, LLP - Venture West Real Estate Services, LLC	MLC Investments, Inc.
RIVERMART, LLC	Tomorrow IX Broadmoor LP
Regency Cut Off LLC	WG REG Fort Stockton, LLC
Hardware Management Company LLC	Coggins Family Partnership LLC
King Country Village, LLC	TMM Investments. Ltd.
Chalmette Retail Center, LLC	Chimney Creek, Ltd
Kimble Development of New Roads, LLC	Western Square Investments, Inc.
Jula Trust, LLC., a Louisiana limited Liability company	Hereford Properties, LLC
Springhill Shopping Center, LLC	BRE RC Southpark II TX LP
Tres Palmas. Inc.	Pay and Save, Inc. -
Meadowbrook Square, LLC	Amarillo Dunhill, LLC
Rim Country Mall SPE, LLC	Bay-Cal NetCo Investments, Inc.
Gils Shopping Center Investments, LLC	Mark Horn
Douglas Center Trust Account	SMT Littlefield Partners, Ltd.
M & C Rental & Leasing Co.	MBSB Guylane LLC
Nogales Plaza Shopping Center L.P.	Southgate Investors, LLC
Walmart Realty Co.	Apache Development Corp.
Plaquemine Marketplace, LP	San Juan Association
Finkelstein-Levy, Inc.	Blue Quail L.L.C.
Kimble Development of Ville Platte, LLC -	Silver City Investors
Skyline Properties, LLC	TGK PROPERTIES
Spiegel & Spiegel, PA, Money Purchase Pension Plan	JMD-Del Rio, LLC
Cortez Plaza, LLC	Jack and Florence Berlin Foundation
177 CD LLC	Fortier Properties
SIGNATURE PLAZA OF SILOAM SPRINGS, LLC	LV Legion, LLC
Prime Malvern Plaza LLC	Bond-Gunderson Co.
B-Y Strawberry Squar	Felts Plaza Inc.
Sandra Corporation	Spring Park Property Owner, LLC
B-Y Edinburg Center Ltd.	Robson Properties

Neely-Barstow Investments	Sugarland Shopping Center, LLC
Jackson Plaza Realty, LLC	Western Alliance Bank
Oriole Oil Company	Page Station LLC
Schneider LLC	IDEA Inc.
Frank Robson	National Retail Properties, LP
Seminole SC, LLC	Livingston Shopping Center Ltd.
Edward S. Truppman	Burley Crossing LLC
Hughes Appliance, Inc.	Heber Springs Shopping Center LLC
Westside CC LLC	Riverside Plaza Shopping Center, LLC
Charles W. Hill	Fox Run Business Park, LLC
The Edge Church	BRE RC 1890 Ranch TX LP
DCTN3 Texas Portfolio No. 1, LLC	Dew Claw, LLC
Jack Justice	Kimble Development of Amite, LLC
Briarwood Durant L.P.	Diamond Mountain Shopping Center, LLC
Hood River Center, LLC	Eagle Mountain Center, LLC c/o Colliers Int.
Fallis, Beall, Thomas Goodner	Washington Park Mall
Washington Plaza, LLC -	WHLR-Fort Howard Square, LLC
Eugene A. Dellavalle Jr.	Banks Crossing Partners LLC
MTK Properties, LLC	Teton Venture, LLC
Clements Construction & Realty Co.	CDC Marianna II, LLC
Lobo Street, LLC	Action 49 Junction I, LLC
HSB Properties, LLC -	Laura A. Rohana
Grandview Limited	Valley View Lafayette, LLC
Zaid Properties Walnut, LLC	Senatobia Plaza, LLC
Elgin Uncommon Holding, LTD	Eagle-North Hills Shopping Centre, L.P.
Todd Routh	Guardian Investors - Broken Arrow
KG Holdings, L.P./W.E.P. Land Holdings, LLC	HEB Grocery Company, LP t0002055
Gabrielsen & Company	Old Fallon, LLC
STL BTS, LLC	13 Associates, LLC
Webster Interests Marble Falls, LLC	Mary Lake Realty Company
Valencia Hills Partners, L P	Pine Bluff Plaza, LLC
US Realty 87 Azle Associates	TOWN SQUARE LP
Gem City Properties, LLC	Argo Klamath Two, LLC
TSCA-50 Limited Partnership	Huntsville Portfolio Associates, LLC
Eastland Retail, LLC	Humboldt Commons, LLC
MA Phelan II, Trustee	Brixmor GA Merchants Central LP -
DF Nickerson, LLC	KNA Family LLC
Southgate Associates, L.L.C.	Blackstone Partners, LLC
Cooper Realty Investments, Inc.	BVC Oakwood Commons, LLC
Two Landlords - See Oracle or Siteseer for contac	Evansham Square Shopping Center
Lindsey - Pine Plaza, LLC	Protector Property Management, LLC
DuPuy L. Hickey & Philip Hicky, II Co-Trustees of James H. Hickey	Kotis Holdings, LLC -
Chestnut Ridge Associates, LLC	The Rosemyr Corporation

Four Corner Plaza, LLC	DeKalb Plaza, Ltd.
RMLP Associates Limited Partnership	Pennsville Acquisitions, LLC
Roxborough Associates, LLC	Johnstown Comrie Associates, LLC
Daniel G. Kamin Plymouth Landing, LLC -	Byzantine, Inc.
BVA Willow, LLC	Greenbrier Valley Mall, LC
River Ridge-College Square, LLC	Regency Summersville, LLC
Kent Plaza Associates	Regency Elkins, LLC
Rocky Mount Development Co., LLC -	GEJ, Inc.
James W. Sizemore & Family, L.P.	BLR Limited Partnership
Fox Run Limited Partnership	Shenandoah Investors, LLC
Four Taylor's, LLC	Barren River Plaza Projects LLC
Rio Grande Associates LP	The Hazard Development Partnership
Seaford Village, LLC	Brixmor GA Moundsville, LLC
East Luray, LLC -	David Hocker & Associates
Southern Shopping Center	Barnwell Station LLC
Tower Park Management Corporation	Grand Central Holding, LLC
Royal Square LLC	CIII BSCMS06-PWR12 Tappahannock TC
Milford Plaza Enterprises	S & E Enterprise, LLC
Cavalier Square Limited Partnership -	Graham Limited Partnership
Elkton Associates	Commons Associates, L.P.
Tred Avon, LLC	St. Albans Center II, LLC -
Shore Plaza Shopping Center, LLC -	ERSHCO LLC -
Willow Oaks Associates	Live Oak Village Shopping Center, LLC
Colonial Square Associates, LLC	Southgate Plaza Associates, LLC
Royal Plaza Associates	MA Bucktail Village, LLC
Jefferson Assoc, LP/Warrenton Ctr LLC	KY Paintsville Mayo, LLC
SUSO 4 Smithfield LP	HC Anchorage -
FNRP Ashland, LLC	QRF WISE, LLC
350 Scarlett GPG, LP	Danville Manor, LLC
Copeland - Scarboro, LLC	WHLR - Forrest Gallery, LLC
West Sylva Main, LLC	TDK Holdings LLC
McDowell Square Associates, LLC	Pine Grove Plaza Associates, LLC
Gator Coastal Shopping Centre, LLC	Tallahatchie Centre LLC -
Geneva Shopping Center, LLC	BRE Retail Residual NC Owner L.P.
Cedar-Carll's Corner, LLC c/o Cedar Shopping Centers Partnership	Carroll Place, LLC -
BC Wood Investment Fund II, LLC	Harold L Libby Business Trust - Robert S Libby, Trustee
Village Green Shopping Square -	Libby Punxy Associates, L.P.
WHLR-Alex City Marketplace LLC	Associates of Philipsburg, LP
HJH Talladega 1, LLC -	Huntingdon Plaza LLC
PDQ Isreal Family Countryside, L.P.	MBC Properties, LP
Levin Properties -	Hudson Retail, LLC
One Ten Corp.	Arab Town Plaza, LLC
Property Development Account	Athens Investors, LLC

Rockstep Starkville, LLC	Millington Plaza Partners, LLC
Century Grenada, LLC	Teachers Retirement System of Kentucky
ERSHCO LLC	Sunbury Plaza, LLC -
Action Retail Group IV, LLC	Big Y Trust c/o Big Y Foods, Inc. -
Carbondale Real Estate, LLC	Malone Plaza Realty LLC
Riddle Properties, LLC -	LB-UBS 2007-C6-Pulaski Station LLC
J & A Bremen Development, LLC	Live Oak Center, LLC
SUSO 1 Highland LP	ACS Forest Commons MS, LLC
Blue Empire, LLC	Harmon's, Inc.
Taylorsville (Taylorsville) WMB, LLC -	Jefferson City Investors, LLC
Springfield Realty Corp. -	B & B Realty Co.
Clarksdale Center, Inc. -	Bear Pointe Ventures, LLC
Wayne Heights Mall LLC	TDC Genesee, LLC
Alford-Monticello Ltd.	ACH Beacon Heights, LLC -
Beech Lake Commons, LLC	Rosecroft Center LLC
Cumberland WVR, LLC	Harris Diversified Services, Inc.
Pebbles Holdings II, LLC	Liberty Square GA, LLC -
Ruth Management, LLC and Harjust Management LLC -	TGO Holdings, LLC
Brown Investments, L.P.	Village Center, LLC -
Olen Lee Morrison -	BRF, LLC
Wilson & Muir Plaza, LLC	Fulton Commons, LLC
The Christopher Partners, LLC -	Penn Yan, LLC
Action Retail Group I, LLC	West County Investors, LLC
Standard Property Group, LP	Tri-Country Plaza 1989 Limited Partnership -
Main Street NA Parkade, LLC	KGI Gorham, LLC - c/o KGI Properties, LLC -
Ellwood City Development, LP	Bright-Meyers Oneida, LP/Fletcher Bright Company -
Carver Resources, LLC	Pennmark Clearfield Holdings, LLC
Amory, LLC	Shops at Dillon, LLC
R.A.D.R. Ltd.	Hartsville Mall Company -
FWI 40, L.L.C.	Kingstree Square, LLC -
Sayre Developers, LLC	Vidalia Associates, LLC
Penman Russellville, LLC	Blake P. Garrett, Jr. as member -
Steven J. Fogel/B&S Properties -	Centro NP Holdings 11&12 SPE, LLC
Savoy-Texas, LLC	U.S. Properties Group
KenWay Investments, LLC	TOD Properties, LLC
Wegmans Food Markets, Inc	The Heritage of Newberry
1109 Cheboygan LLC -	LOAR, LLC -
Demopolis Towne Center, LLC -	The3SBoys, LLC
Seaway Plaza Realty LLC	A.J.M.D. Cairo, LLC
Somerset Investment and Holdings, LLC	Regency Jackson Square, LLC
Dearcom Holdings, LLC	JHJ Ozark, LLC
Mike & Irene Simon -	The Temples Company
Lindy-Zell WM 2008, LLC	ALS Telfair - Perlis LLP -

Hazlehurst Village Shopping Center LLC	Scotland Crossing Investors, LLC
Douglas Retail I, L.L.C.	Lowther Brothers, LLC
SDB Properties LL	Regency Commercial Associates LLC
G & N Properties -	Consolidated Properties Of New York, LLC
Center Plaza, Inc.	Towanda PA Holding LLC
Altmore Realty, LLC -	United Properties Corp.
Town Square Development -	Bayside Limited Partnership
Jebco Properties, LLC -	TKG Morganfield Development, LLC
Baxley Shopping Center, LLC -	W & C Properties of NC, LLC
Marlec, Inc	Regency Oxford II LLC
Habersham ZMCS LLC	Joe Amato Properties LP
Clark Brothers L.L.C. -	Tioga West LP
Peachtree Plaza of Louisville, Inc. -	Acadia Realty LP
JWV, Inc. d/b/a Monroeville Shopping Center -	NG Richmond Hill, LLC
T&W Investments -	Kroger Limited Partnership 1
BOBRAL, LLC	Ershco, LLC
Colony Square, LLC	CPEG Malta, LLC
Conecuh River Shares -	Fort Williams Square, LLC
Moultrie Square, L.L.C. -	Oneida Company, Ltd.
Carolyn Harris, Raymond Harris, Harris Realty -	The SJ and The DJ Trust
South East Investment Group, LLC	WRD Shippensburg, LP
Thrift Bros Properties -	Westfall Town Center Joint Venture
Carolina Enterprises, Inc	Hy-Vee, Inc.
Thomson Plaza, A Gen. Partnership -	Macerich South Park Mall, LLC
Sylvester Plaza Ltd. -	GGP Limited Partnership
ACS Louisa Plaza KY, LLC	Times Square LLP -
Southeastern Realty, LLC	Terrace Pt LLC/Gr Forks INREIT, LLC -
Gary Waller Investments, LP, LTD	ARCP MT Springfield IL, LLC -
KROGER CENTER MOREHEAD, LLC	Gravois Bluffs III, LLC
P. Wailes III, R. M. Howell, T. B. Howell Jr, E. H. Brown -	Madison-East Towne, LLC -
DeVile Developments, LLC	Des Moines Associates -
Yoramco-Cornerstone, LLC	Goodrich Des Moines, LLC -
Glen Marye Properties, LLC	Robert M Allen Family LP -
Regency Kimball, LLC -	Waterloo Center LLC
Village Plaza Shopping Center, LLC	Friedman Management Company -
OMZ King George, LLC	2057 N. Rock Road KS, LLC
Johnson - Johnson & Associates	911 Walnut, Inc. -
Regency Campbellsville, LLC	CM Morris Corners, LLC
GARDENSIDE CENTER LLC	Lakeport Commons Center, LLC
UNION CITY REALTY NOMINEE TRUST	Midland Empire Retail LLC
SFP Pool Seven, LLC	Thornton Town Center 05, LLC -
Hupps Mill Plaza Associates, LLC	Fremont Mall LLC -
Hauppauge Properties, LLC	Simon Property Group, LP

TKG Lincoln Crossing LLC -
Catalyst Westowne, LLC
Noland Fashion SC LLC -
Big Creekwood Commons, LLC
Mark Twain Village LLC
TVM CenterCal LLC
Broadmoor Towne Center, LLC
PEBB O'Fallon, LLC
Freedom Group, LLC
Spirit Realty, LP -
Marketplace On First, LLC
Southaven Towne Center
ARCP MT Lafayette IN, LLC -
Fayette Plaza CMBS, LLC
Pinnacle Hills -
TKG Coral North, LLC -
Phillip G Ruffin -
Lake Manawa G, LLC
IRC Retail Center
IRC Princess City Plaza LLC -
Cole MT Rapid City SD (I), LLC
Burnsville Center SPE, LLC
Tamarack Village Shopping Center -
The District, L.C. -
FC Riverdale Shopping Center, LLC
Meridian CenterCal LLC
Vestar Bowles Crossing, LLC
EP Downtown, LLC -
Kenosha Southport, LLC
CPP River Falls SPE I, LLC
SUSO 3 Southgate LP
SP Porters Vale LLC
Ash Investors, LLC
National Retail Properties
LaSalle Shopping Center, LLC -
National Retail Properties LP
Arnold Crossroads, LLC -
Brazos TC - Partnership A, LP
Regency Seymour LLC
Regency Madison LLC
RPS PROPERTIES L.P.
Hays Mall, LLC
A-K-S 57 NEC FM 2920 Kuykendahl, LP. -

Atascocita 1692, LLC
PWREI Greensburg, LLC
R.L.P. Development Company, Inc. - 6133 (old
Northridge Shopping Center
J. E. & G. E. Wharton
DCM Ltd, LLC - C/o Admin Office
Talon Properties, L.L.C.
Great Plains Developments, LLC
EMD Fort Scott, LLC
Cedar Tree Management
TKG Truman Lake Mall, LLC
J. W. Franklin Co.
Crown Hill Associates
CWC 2006-C1 - 507 Park Lane, LLC
Marshall Plaza LLC
Southern Hills Shopping Center
Bootheel Shopping Center, LLC
Twin City Estate Corp.
MEXWEST, LLC
OP1, LLC
Kirksville Shopping Center
River City Mall of Keokuk Iowa, LLC
ArciTerra OS Mt. Pleasant IA, LLC
Regency Prairie du Chien LLC
Brooklife Church, Inc.
HP Taylorville LLC
ACS II Fairview Park Plaza IL, LLC
Times Square Realty LLC - 6270 (old
Regency Southwind, LLC
Regency Princeton LLC
Cherry Tree Plaza, LLC
MILLER FAMILY TRUST
Midland Greencastle, LLC
Shops at Crawfordsville, LLC
Regency Northern Indiana, LLC
Regency Columbia City, LLC
Royale Property Management
New Castle Equities LLC
Brandywine Crossing, LLC
MAP Shelbyville, LLC
Artesian Square, LLC
Regency Bedford LLC
Salem Shopping Center, LLC

Regency Tell City LLC
Sentry Properties
Regency Seymour, LLC
Harrison Center, LLC
Clintmont Company Ltd. -
Harvey A Tolson
Tolson Investments
Phillips Edison & CO.
RAF Celina LLC
First Van Wert, LLC -
Tiffin Westgate Co. -
Regency Bucyrus LLC
28 Kenton Plaza, LLC
DNZ, LLC -
Indianola Plaza Co.
Frida Capital Investments, LLC
New Boston Partners LLC.
Ohio River Plaza Diversified I Fund LLC -
Westerville Square, Inc. -
Southeastern Ohio Management Co., LLC -
Lafayette Plaza, LLC
Hocking Mall LLC
RCG-Circleville, LLC
Regency Mount Vernon LLC
Coshocton Plaza LLC
Salem Plaza Realty Partners, LP
ML Plaza LLC
Madison Land Ventures, LLC
E & L Investors
LA Fremont Investments, LLC
Ludington Center, LLC
Kerr Manistee LLC -
Petoskey Mall Associates, LLC
J & J Chrisman LLC
Huron Crest Plaza, LLC
Regency Commercial Associates
The Willow Bend Apartments, LLC
PCM Delta Properties, LLC
Stockbridge Northridge, LLC
Surmac Investments, LLC
Weddington Plaza Partners LLC
Eli Mazon
Mitch Properties, LP

Clarion Associates, L.P.
Clifton M. Jones
Sulphur Partners, Ltd.

United States Bankruptcy Judges for the District of Texas

Albert Alonzo
Ana Castro
David J. Bradley
David R. Jones
Eduardo V. Rodriguez
Evangeline C. Attaway
Jeannie Chavez
Christopher M. Lopez
Jeffrey P. Norman
LinhThu Do
Mario Rios
Marvin Isgur
Ruben Castro
Tracey Conrad
Vriana Portillo

United States Bankruptcy Judges for the District of Texas

Albert Alonzo
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Christopher M. Lopez
Jeffrey P. Norman
LinhThu Do
Mario Rios
Marvin Isgur
Ruben Castro
Tracey Conrad
Vriana Portillo

Debtors' prepetition and proposed postpetition advisors, attorneys and other professionals

Berkeley Research Group
KIRKLAND & ELLIS LLP
Kurtzman Carson Consultants LLC

Gordon Brothers
A&G Realty Partners

Suppliers, Trade Creditors & Other Vendors

HOME ESSENTIALS & BEYOND ..
PUMA
COLUMBIA SPORTSWEAR
NORTHPOINT TRADING
FEDERAL EXPRESS
ENCHANTE ACCESSORIES INC.
NIKE INC
ONE STEP UP*
SKECHERS USA INC
RALPH LAUREN COPORATION . .
WM CARTER
9TH WONDER - HOUSTON LLC
GOURMET HOME PRODUCTS LLC
SELECT BRANDS, INC...
CRYSTAL ART OF FLORIDA INC.
WESTPORT
RUBY ROAD
FENCEPOST PRODUCTIONS,
LEVI
WESTERN GLOVE WORKS...
LINZY TOYS, INC
EUROPEAN HOME DESIGN LLC
E-LO SPORTSWEAR...
SENIOR BRANDS LLC
ADOBE SYSTEMS INCORPORATED
PANDORA MEDIA INC.
SKECHERS USA...
VALYRIA, LLC T/A TRANSPAC
ONE STEP UP, LTD.
SOUTHWEST SPECIALTY FOOD.
SPECIAL T IMPORTS .
VANS, INC.
INOVATEX LLC
ART AND COOK
COSMOPOLITAN COSMETICS, INC
NEW BALANCE
HIGH LIFE LLC
BIDDEFORD BLANKETS, LLC
MYSTIC INC. . .

BALI INTIMATES
PONTE VEDRA GIFTS & ACC
YANKEE CANDLE CO. /CBC
LONGLAT INC.
PLAYTEK, LLC
HNW/ FLY P
GREAT AMERICAN BEAUTY INC.
YANKEE CANDLE COMPANY . . .
CHAPS-RALPH LAUREN..
G MASON GROUP LLC.
BYER
STYLE CRAFT HOME COLLECT
NEW VIEW GIFTS &
COASTAL COCKTAILS INC...
BYER/PAQUETTE PETITES
LXR AND CO. . .
LANDSTAR RANGER
BRIGGS NY
BOSTON WAREHOUSE
AMBIANCE USA, INC
360I LLC
GINA GROUP LLC. ...
L2 BRANDS LLC
KIDZ CONCEPTS
PLAYTEX APPAREL
PPI APPAREL GROUP
PEKING HANDCRAFT INC.
MARSALA
OLIVET INTERNATIONAL, INC..
LEE JEANS
ADAM TALA INC
IZZI
WICKED FASHIONS INC
HOME DYNAMIX...
L.R. RESOURCES, INC.
ELIZABETH ARDEN/FF
HSR APPAREL
E S ORIGINALS
MALDEN INTERNATIONAL DESIGN
TOTES-ISOTONER
CD II FASHIONS LLC
WANTED DIV OF ONE STEP UP
GMA ACCESSORIES INC

MSRF, INC
KURT S ADLER
FEDEX FREIGHT
OSHKOSH B'GOSH INC...
LAND N SEA, INC.
M. HIDARY & CO., INC.
IDEA NUOVA INC.
M&M TRADING
DISORDERLY KIDS
BLUE DOT USA, INC
LAU ENTERPRISES
TRAVELER'S CHOICE
FASHION MFG CO
HOUSE OF PRIMAVERA
LEVI / JEANSWEAR
STRIDE RITE/KEDS DIVISION
THE WILLOWBROOK COMPANY
KINFINE USA INC.
TURN- ON PRODUCTS
HOUSTON NFL HOLDINGS, LP
AMERICAN EXCHANGE TIME, LLC
ROCKET FISHI, INC
TRADEMARK GLOBAL
BEST ACCESSORY GROUP..
FILA USA, INC...
FRED DAVID INTERNATIONAL
GINA CONCEPTS
KAYSER ROTH HOSIERY
YMI JEANSWEAR...
PARIS PRESENTS
COLOSSEUM ATHLETICS CORP
ONE STEP-UP..
TRI-COASTAL DESIGN...
COLLEGE CONCEPTS
TRANSPORT SOLUTIONS
TFI, INC
EVERGREEN ENTERPRISES...
KHQ INVESTMENT LLC. ...
GW ACQUISITION LLC
BENDON, I NC
NEW HIGH END WHOLESALE
MARKETPLACE BRANDS...
RALPH LAUREN

DESIGN STYLES
DIRECT LINK SOURCING (ACH)
MELISSA & DOUG, LLC.
ARTISSIMO! DESIGNS
HYBRID PROMOTIONS LLC
MARAN INC
ONE STEP UP / ELITE
BAY ISLAND, LLC.
REFLEX SALES GROUP
VF JEANSWEAR LMTD.
SPORTSWEAR GROUP...
HER ACCESSORIES...
UPS FREIGHT LTL
MAIDENFORM
DIRECT HOME TEXTILES GROU
CTE
NAUTICA INTERNATIONAL
GRASSHOPPERS
ATHRA NJ, INC.
INTERPARFUMS LUXURY BRANDS.
BEST RIDE ON CARS
COMPLEX INDUSTRIES INC
SHERALVEN ENTERPRISES
LUTTRELL INVESTMENTS
BEN ELIAS...
SKINNY MIXES LLC.
DOCKERS FOOTWEAR
NICOLE BRAYDEN GIFTS LLC
CALERES, INC. LIFESTRIDE
LANDSTAR RANGER
DAJON INC. . .
GOOGLE INC.
MORLEY CANDY MAKERS INC...
INTERNATIONAL INTIMATES
ONE STEP UP
E-LO SPORTSWEAR, LLC. ...
RANDA ACCESSORIES...
JTS INC.
FANTASIA ACCESSORIES LTD.
VIBES MEDIA LLC
FOOTWEAR UNLIMITED/BARE
JACKY AND LAUREN INC
KELLWOOD- DEMOCRACY

REVISE CLOTHING INC
 PERFUME CENTER OF AMERICA,
 OVED/ FERRUCHE/ 4 LEGS
 TOP PICK GLOBAL INC.
 COLOSSEUM ATH
 DEX USA INC
 CHAPTER 3 INC
 IDEA NUOVA, INC.
 NIKE-APPAREL
 CHD HOME TEXTILES LLC
 WOLVERINE WORLDWIDE...
 CREATIVE BEAUTY CONCEPTS
 SUPREME INTERNATIONAL,
 KIDZ CONCEPTS LLC. ...
 PROJECT 28 CLOTHING LLC.
 ROLF C HAGEN (USA) CORP..
 INDIO PRODUCTS
 MELLOW WORLD
 IKEDDI ENTERPRISES.
 E-LO SPORTSWEAR. ...
 NES GROUP
 RALPH LAUREN CORPORATION.
 FLORIDA PRIVATE LABELING
 KNS INTERNATIONAL LLC
 SIXTREES USA LTD .
 UMA ENTERPRISES INC
 EUROITALIA USA INC...
 DELTA GALIL USA
 NORTH POINT TRADING . . .
 TRAVELERS CLUB LUGGAGE
 TRAMEVER INC. . .
 JIMCO LAMP MANUFACTURING &
 LC INDUSTRIES INC.
 JCS APPAREL GROUP INC
 ZIGI USA, LLC
 ACCUTIME WATCH CORP
 AZZURE HOME INC...
 R. TORRE AND COMPANY
 PEGASUS HOME FASHON,INC ...
 MARVIN LEEDS MKT. SERVICES
 CREW KNITWEAR LLC
 CITY BY CITY
 NEW DEAL LOGISTICS

TRADE CIE, LLC
 CREST BRANDS LLC.
 MONARCH APPAREL GROUP INC .
 BRANDED CUSTOM SPORTSWEAR
 HANNA'S HANDIWORKS LLC.
 VANDERBILT HOMES PRODUCTS,
 MY PILLOW INC
 THE SAK
 KEYES CONSULTING
 ANCHOR HOCKING...
 PUMA NORTH AMERICA, INC...
 J.B. HUNT TRANSPORT INC.
 DREAM HOME NY LLC
 IVL HOLDINGS, INC.
 ONE STEP UP - RBX
 ALFRED DUNNER
 DREAMWEAR INC. . .
 FASHION OPTIONS INC. . . .
 GHIRARDELLI CHOCOLATE...
 GREEN CRYSTAL AROMA INC
 STAR CHILDREN DRESS CO
 ALPHA GARMENT INC. . . .
 SIXTREES LTD USA
 SKIVA INTERNATIONAL INC4\0+
 LT APPAREL GROUP...
 ITS PARTNERS LLC
 HDS TRADING CORP.... .
 BRAND HEADQUARTERS LLC
 AGRON, INC.
 JESSICA SIMPSON .. .
 ESO
 GRACE APPAREL . .
 ELIS LLC.
 PELICAN PRODUCTS INC
 AMERICAN CAT CLUB LLC.
 SONO INC
 CHILDREN'S APPAREL
 CITY BY CITY...
 COCA-COLA BOTTLERS'
 ERIC JAY LTD.
 NINE WEST ..
 AUTHENTIC WAREHOUSE LLC
 EASTSTAR SOLUTIONS LTD...

LENNOX INDUSTRIES INC
SILVER BUFFALO LLC.
HDS TRADING CORP...
RALPH LAUREN CORP...
LT APPAREL GROUP.
POINT VERDA GIFTS &
SPERRY
HOME CITY INC..
I WORLD
ASSOCIATED FOOTWEAR, INC...
KA AND F GROUP, LLC
WILLIAM CARTER CO
TRANSPORT SOLUTIONS
BELLDINI, INC
JACKSON CORP
RARE EDITIONS .
AUBURN HOSIERY MILLS INC.
N.E. BRANDS LLC.
MIKEN CLOTHING, CO
D-L INCENTIVES
TOO GOOD GOURMET, INC...
BEN ELIAS INDUSTRIES CORP.
JOCKEY
RDC GARSON, LLC
GBG DENIM USA LLC
ELUM DESIGNS, INC. . .
A BASIX
SELF ESTEEM
VF JEANWEAR
CLARINS FRAGRANCE GROUP
WHITE MARK UNIVERSAL INC
THE MAZEL COMPANY
APPOLO JEANS
DYNASTY APPAREL CORP...
USA LEGWEAR LLC
GINA GROUP LLC...
BYER CALIFORNIA. ...
DECORWARE
KIDZ CONCEPTS LLC .
AMRAPUR OVERSEAS INC.
MIRACLESUIT
RELIABLE OF MILWAUKEE
DGL GROUP, LTD.

HAMMOND'S CANDIES.....
LA MAIN CONNECTION
BETESH GROUP/ SME
AS BEAUTY, LLC
CHF INDUSTRIES INC
R & M RICHARDS
COTTAGE DOOR PRESS, LLC
EASY STREET
MICHEL GERMAIN PARFUMS LTD
ES ORIGINALS/ NAUTICA
INTERNATIONAL INTIMATES,
TOO GOOD GOURMET, INC
CARUSO'S COFFEE, INC.
LUCKY BRAND DUNGAREES,
CDB APPAREL INC.
PONTE VEDRA GIFTS
SWISSCO LLC. . .
MAX SALES GROUP INC...
MOOVWEB
GLOBAL BEAUTY CARE, INC
BEN ELIAS INDUSTRIES...
RENSHUN ACCESSORIES
PRIMITIVES BY KATHY
DENNIS EAST INTERNATIONAL
BYER CALIFORNIA...
DAVID'S PLACE OFFPRICE
DAVID ALLEN ACCESSORIES...
H & M TRUCKING, INC
HYBRID PROMOTIONS, LLC...
WPROMOTE LLC
POOF APPAREL CORP.
YOUNG'S INC....
JOYWEAR
YMI JEANSWEAR INTERNATIONAL
OVERSEAS DIRECT IMPORT CO
UIDC ALTARE CORP ..
30 WATT HOLDINGS, INC
TEXTISS USA
TIMCO LOGISTICS SYSTEMS
HONTUS MILANO
XPC LLC
PEM AMERICA INC
WHITE MOUNTAIN .

CYRUS KNITS
CHATEAU INT'L INC..
SBNW, LLC .
NOVEAU EYEWEAR
LITTLE HIPPO BOOKS, LLC
ISACO INTERNATIONAL CORP
YANKEE CANDLE COMPANY, INC
VERITIME INC.
BUENO OF CALIFORNIA
MELISSA & DOUG LLC...
COMMONWEALTH SOAP
AVALON APPAREL..
SCHWAB PACKAGING LLC . .
GLOBAL AMICI INC.
HERITAGE TRAVELWARE LTD.
HATCH BEAUTY BRANDS, LLC
WABASH VALLEY FARMS, INC
YANKEE CANDLE COMPANY, INC.
E&E SHOE BROKERAGE
FGX INTERNATIONAL INC.
IVL HOLDINGS, INC. . .
NETJETS AVIATION INC.
TRAU & LOEVNER OPERATING CO
7 ISLANDS FASHION...
GROUP SALES INC .
WATERS INDUSTRIES, INC.
B&G SALES INC.
VANDALE INDUSTRIES, INC
IGLOO PRODUCTS CORP
MCB NYC LLC
NATURAL COLLECTION CORP
WHO SAYS INC.
PETLOU, INC.
REFLEX...
FASHION ACCENTS
RELAXUS PRODUCTS LTD
MEGA WEAR, INC.
DREAMWEAR INC...
REDWOOD MULTIMODAL
MARS SNACKFOOD US LLC
SKYE'S THE LIMIT
KLONE LAB LLC
M HIDARY & CO INC...

INTER PARFUMS USA, LLC. ...
SHEWAK LAJWANTI HOME
CURE APPAREL LLC & LIBERTY
KNIGHTS APPAREL
ALLIANCE SHIPPERS INC
DANECRAFT INC.
DELMAR MFG LLC
LIFEWORX TECHNOLOGY GROUP
JOSMO- KENSIE
FRED DAVID INTL USA INC.
UIDC ALTARE CORP
ATLANTIC HOSIERY LLC
TRANS MOTION LLC
S. GOLDBERG & CO, INC
REFLEX SALES GROUP...
CAVALIER INC...
TRENDSFORMERS LLC.
JIMLAR CORPORATION . .
PVH- IZOD
SHAZDEH FASHIONS INC
M&S ACCESSORY NETWORK, CORP
BOELTER BRANDS
STAR RIDE KIDS...
ISLAND SURF COMPANY
IG DESIGN GROUP AMERICAS
RANDA ACCESSORIES LEATHER
IDEAMAN INC
AD SUTTON & SONS...
ADIDAS SOUTH
ASHA DESIGN LLC . . .
UNITED LEGWEAR CO LLC
INNOVATIVE TECH ELECTRONICS
CANDLEART LLC
PACIFIC ALLIANCE USA, INC
SWC, INC.
DESIGN TRANSPORTATION
S ROTHSCHILD & CO...
NESTLE FOOD COMPANY
NAUTICA OPCO LLC
JACKSON CORP...
CUDDLE BARN
DC SHOES, INC
MAINETTI USA INC

OVED APPAREL . . .
INTERNATIONAL INSPIRATIONS
VIESTE ROSA
JIM'S FORMAL WEAR
FOREVER BEAUTY NY LLC
BABYFAIR INC...
GALERIE...
BASIC RESOURCES INC. . .
BLENDED CLOTHING INC
VANITY FAIR
KELLWOOD APPAREL LLC. . . .
HOG WILD LLC .
WESTPOINT HOME LLC..
WOLVERINE KIDS GROUP....
CHARIOT TRAVELWARE
GW ACQUISITION LLC. ..
SG FOOTWEAR/MESSER GROUP
PET FACTORY INC
BLOSSOM BUCKET INC (ACH)
FANGIO LIGHTING
ONE JEANSWEAR GROUP INC
A & J APPAREL GROUP LLC
MUD PIE, LLC.
SPRING FOOTWEAR CORP
CHILDRENS APPAREL NETWORK
PET RAGEOUS DESIGNS LIMITE
LAVISH CLOTHING INC.
KENNEDY INTERNATIONAL INC
SAMSONITE LLC...
SWAT-FAME INC.
DAT'L DO IT INC.
RGGD, INC DBA CRYSTAL ART
CHATEAU INTL INC...
CENTRIC WEST LLC
DEZINE NEWS, INC.
ASSOCIATED FOOTWEAR, INC...
STREET DENIM
AFFLICTION HOLDINGS, LLC. .
BP INDUSTRIES, INC.
RARE EDITIONS.
BROOKLYN CLOTH LLC...
WESTPORT CORPORATION...
STAR CREATIONS

EXPLORE SCIENTIFIC LLC.
HAMPTON FORGE
GORDINI USA INC.
TRAVELWAY GROUP
HARVIC INTERNATIONAL LTD.
BIGSTON INC.
AMELIA WORLD CORPORATION
LIFE PLUS STYLE GOURMET
MONARCH APPAREL GROUP INC.
M.A. FOLKES COMPANY INC
A&B HOME
PACIFIC ALLIANCE USA INC
SOHO APPAREL LTD...
GLOVES INT.
ONE WORLD APPAREL, LLC
SELF ESTEEM...
SOXLAND INTERNATIONAL...
MEGAGOODS, INC
XTREME COUTURE...
JUST PLAY LLC
ADURO PRODUCTS LLC.
GLAMORISE FOUNDATIONS, INC
BUFFALO GAMES
SUNNY DAYS ENTERTAINMENT
BECKER GLOVE INT'L
MISSRY ASSOCIATES INC.
DANBAR COOL THINGS, INC...
UPD INC
GC SHOE CORP
SOFTVISION, LLC
DANIEL FRIEDMAN & ASSOC.
DANIEL M FRIEDMAN
EMPORIMARK, LLC
DIAMOND HOME
PANTIES PLUS INC. ...
EMSON..
WESTMINSTER, INC
ALLURE EYEWEAR..
ORIENT HOME COLLECTION INC
E. MISHAN & SONS . . .
REEBOK,INTL.
VALENCIA IMPORTS...
HARIBO OF AMERICA...

GILLZ LLC
WORLD TECH TOYS
NORTH FORK SALES LLC
KOMAR INTIMATES LLC..
CUDLIE ACCESSORIES, LLC
GOFFA INTERNATIONAL CORP.
NOURISON
DML MARKETING GROUP
TRAU & LOEVNER OPERATING
UNCAS INTERNATIONAL LLC
MYRIAD TRADING INC. . .
GLOBAL DISTRIBUTORS
ROBERT
JUST FOR WRAPS/WRAPPER
LGB, INC
KWDZ MANUFACTURING, LLC.
SDI INDUSTRIES INC
4WHATITSWORTH, INC . .
MS. BUBBLES, INC.
IN GEAR FASHIONS, INC
OKK TRADING INC..
THE MAZEL COMPANY..
H & M TRUCKING, INC
FOUR SEASONS DESIGN, INC
NEW BALANCE...
JACK SCHWARTZ SHOES INC . .
THE LEARNING JURNEY INTL
GMPC, LLC
POLO RALPH LAUREN
A & H SPORTSWEAR CO., INC
ORIGINAL GOURMET FOOD CO
LADY JOAN APPAREL
FAMMA GROUP INC...
NIELSEN & BAINBRIDGE LLC
REACTION RETAIL LLC . .
COCA COLA BOTTLERS SALES &
BECKER GLOVE INTERNATIONAL
TREND BEAUTY CORPORATION
KARMAN INC
CHIC HOME DESIGN, LLC
ALLURA IMPORTS..
LICENSE 2 PLAY TOYS
LYNN BRANDS LLC

ONE WORLD APPAREL LLC.
EMANUEL GERALDO INC.
N.J. MALIN & ASSOCIATES,INC
COLORS IN OPTICS
HUGE USA, INC
BUY SEASONS LLC
WHITE COFFEE COMPANY
HASELSON INTERNATIONAL
FITFLOP USA LLC.
CENTRIC BRANDS. . .
GLOBAL TIME INTERNATIONAL
BAY SALES CO
DAVID & YOUNG GROUP CORP...
MELISSA & DOUG LLC
COUGAR SHOES
SAMSUNG C&T AMERICA, INC.
TCJ MANUFACTURER
AMERICAN OAK PRES. CO.,
SAVANTE APPAREL INC
LIFESTYLE INTERNATIONAL
KNITWORK PRODUCTIONS...
COLLECTION XIIX.
CORE HOME....
TWO'S COMPANY
THE BALM . .
BB TRADING WORLDWIDE
NAPIER
H.E.R. ACCESSORIES, LTD.
YOKI FASHION INTERNATIONAL
MAJESTIC INT'L USA, INC . .
FOOTWEAR UNLIMITED, INC
BURLEIGH POINT LTD.
AFFLICTION HOLDING LLC
EDDIE DOMANI
FILA USA, INC
NES JEWELRY INC.
THYSSENKRUPP BILSTEIN OF AMERICA, INC
SARAMAX APPAREL GROUP, INC
CHRISTIAN ART GIFTS, INC.
BLUE J TRADING INC .
EIGHTY ONE INTL INC.
REPUBLIC CLOTHING CORP
OMEGA APPAREL LTD..

JUST GO FOOTWEAR INC.
MATTTEL INC...
CAPELLI NEW YORK
DUCK RIVER TEXTILE
TREAT PLANET, LLC
WELLIVER & ASSOCIATES LLC
USA UNDERWEAR LLC..
NAFTALI INC. . . .
3B INTERNATIONAL LLC...
BMGM CO LLC
TMD HOLDINGS, LLC
ROFFE ACCESSORIES
CREW KNITWEAR, LLC
FORT DEARBORN LIFE
PREMIER ACCESSORIES GROUP
HENRY DONEGER ASSOCIATES, INC.
FOOTWEAR UNLIMITED
PAPERLESS OFFICE INC.
THE DREAM LOUNGE INC.
ALBANESE CONFECTIONERY
HOME EXPRESSIONS, INC
DOWNLITE INTERNATIONAL..
AQUARIUS LTD..
JAYDEN STAR LLC. .
CHIC HOME DESIGN LLC
UNITED FOOTWEAR GROUP, INC
ROYAL DELUXE
SAMSUNG AMERICA INC
SWEETIQ ANALYTICS CORP.
WICKED FASHIONS BY
ADIDAS SOUTH
4 WHATITSWORTH INC
BEST RIDE ON CARS.
JOSMO SHOES..
WOLVERINE KIDS GROUP.
RABBIT CREEK PRODUCTS
BJD/ MICHAEL BRANDON
CALERES, INC. FERGIE
GLORIA VANDERBILT
DESIGN TRANSPORTATION
YMI JEANSWEAR, INC.
STUDIO RAY LLC....
GORDON COMPANIES INC

24/7 COMFORT, INC
COMMERCE TECHNOLOGIES INC.
TRESICS..
USA LEGWEAR LLC. .
REAL UNDERWEAR INC
STARGATE APPAREL
HYPARD TRADING CORP
ORIGINAL GOURMET
ROMEO & JULIETTE INC
VISTAR-LIBERTY
NEW DIRECTION
NOVELLE MODE INC.
PARAMOUNT COFFEE COMPANY
HOMEVIEW DESIGN
JIM'S FORMAL WEAR
SOULSTAR CREATIONS LLC . .
WOLFPACK BRANDS LLC
VCS GROUP
NKOK, INC.
TEAM BEANS LLC...
NIFTY HOME PRODUCTS, INC
SCHWAB PACKAGING
GLOBAL TIME
GILLI
ADTN INTERNATIONAL, LTD...
GMA ACCESSORIES INC.
EVERGREEN USA LLC
CALERES INC
JSSI.
THE HERSHEY CO
GOLDEN TOUCH/GLOBAL GOLD/LA
MIA SHOE
YMI JEANSWEAR INC.
RUSSELL STOVER CANDIES, INC
ONE JEANSWEAR GROUP . .
TZUMI ELECTRONICS LLC
USPA ACCESSORIES, LLC
AMERICAN INTERNATIONAL IND
HANES UNDERWEAR
HYPNOTIC HATS LTD.
MAX SALES GROUP
WOLVERINE
NINA FOOTWEAR CORP. . .

3FORTY INC
JBL TRADING
FREEZE...
AMIEE LYNN ACCESSORIES....
PACIFIC TEAZE, INC.
TZUMI INNOVATIONS .
LOUISE PARIS LTD.
MYRID TRADING . . .
JCS APPAREL GROUP, INC
ACCESS POS
LADY JAYNE LTD.
GILDAN USA INC
ANDREW GELLER/ FOOTWEAR
GOLD MEDAL, INTERNATIONAL
MAXCOLOR, LLC
LCG SALES...
HANESBRANDS, INC
VERY G SHOES
GELMART INDUSTRIES INC
NOTHIN' BUT NET CLOTHING
VALUE MAX PRODUCTS
ACI INC...
TARA TOY
BEE INTERNATIONAL INC.
IMAGININGS 3, INC.
THE JEWELRY GROUP.
ADVENTURE FURNITURE
MULTIPET INTERNATIONAL,
EASTSTAR SOLUTIONS, LTD
FASHION MOVING FORWARD INC
RAVIYA INC.
UPSTREM INC. .
ROSETTI HANDBAGS &
KIRAN JEWELS INC
MASTERPIECES INC
LAMO SHEEPSKIN, INC
VINCE CAMUTO LLC- PL
MMS
PETRA INDUSTRIES INC
FASHIONLAND. .
BAILEY BLUE, LLC
ALFRED DUNNER INC.....
GC SHOES CORP.

FLORA BUNDA INC.
E&E CO LTD DBA JLA HOME
MARSALA MANUFACTURING CO.
SPORTS PRODUCTS OF AMERICA
SEENA INTERNATIONAL . .
LINZY TOYS, INC.
SASHA..
SANDER SALES ENTERPRISES
AKAMAI TECHNOLOGIES
ROBERT ENTERPRISES..
JUSTIN BRANDS, INC
DBA BON BEBE
FASHION RIVER CO LTD...
SPIRIT LEATHER WORKS
BABY MAINTENANCE PROG, LLC.
HORIZON GROUP USA INC
ISAAC JACOBS INTERNATIONAL.
NAINI INFOTECH INC
CEJON ACCESSORIES, INC.
TERRAMAR SPORTS INC
ENTERPRISE RENT-A-CAR
BEAU BAIN LLC.
AVERY DENNISON
PVH-VAN HEUSEN
SEARCH DISCOVERY, INC
SELLERS PUBLISHING, INC . .
FU DA INTERNATIONAL ...
AMERICAN BOOK CO
SAKAR INTERNATIONAL INC...
WEST COAST JEWELRY, INC
FENCEPOST . . .
DICK LAVY TRUCKING, INC
AX PARIS USA LLC
HAPPY THREADS LLC
OUTDOOR CAP CO
SMARTPOINT LLC
TANYA CREATIONS, INC.
FASHION AVENUE KNITS LLC.
CALERES, INC. ECOMM
AMERICO.
LIVERAMP, INC
ACCERTIFY INC
VIVATEX HOME COLLECTIONS,

HOME FASHIONS DISTRIBUTOR,
TRESICS...
AA FASHIONS INC.
PAPERCUT CLOTHING LLC...
MEYER CORP.
GRACO
FRENCH TOAST.COM LLC
MYSTIC APPAREL LLC..
RELIABLE OF MILWAUKEE...
MERKURY INNOVATIONS, LLC.
BEYOND, INC.
MIA SHOES
BAILEY BLUE LLC
TIME2MARKET CLOUD SERVICES LLC
PIEGE
PROPET USA

Utility Providers

CITY OF EDINBURG/UTILITIES
PSNC ENERGY
CITY OF CARTHAGE-01
CITY OF FARMINGTON-01
GEUS - CITY OF GREENVILLE
CITY OF SAN MARCOS
CITY OF MT PLEASANT
CITY OF PARIS UTILITY DEPT.
CITY OF ROCKWALL
CITY OF ALICE-01
CITY OF ROSWELL-01
CITY OF ATHENS-01
CHESTERTOWN UTILITIE
ROCKBRIDGE COUNTY PU
HOPKINSVILLE ELECTRIC SERVICE
PIEDMONT NATURAL GAS.
NASHVILLE ELEC. SER
DYERSBURG ELECTRIC
MADISONVILLE MUNICIP
HOPKINSVILLE WATER E
METRO WATER SERVICES
DYERSBURG GAS & WATE
GLOUCESTER COUNTY UTL DEPT
TRI-GAS & OIL
SOUTH JERSEY GAS CO.

CALVERT COUNTY TREAS
CITY OF WAYNESBORO
CITY OF COVINGTON
MON POWER
SCE & G
CITY OF GEORGETOWN-01
GETTYSBURG MUNICIPAL
MET-ED
MECKLENBURG ELECTRIC
HUMBOLDT UTILITIES
CITY OF MARION-01
TOWN OF WYTHEVILLE
WASHINGTON GAS
CITY OF GEORGETOWN-02
CITY OF ASHTABULA OH
SOUTH PARK PLAZA INC
TOWN OF EDENTON UTIL
CITY OF BEAUMONT-01
WINCHESTER UTILITY S
MARSHALL COUNTY GAS
LAWRENCEBURG POWER S
CITY OF ALEXANDER CI
MUNICIPAL UTILITIES BOARD
CHESAPEAKE UTILITIES
ELK RIVER PUBLIC UTILITY DISTRICT
CITY OF BEDFORD
NEW GARDEN TOWNSHIP
PARIS-HENRY CO GAS U
CITY OF MANASSAS-01
CITY OF SEAFORD
BOARD OF PUBLIC UTIL
THE BIRMINGHAM WATER
TOWN OF PLYMOUTH
WASTE INDUSTRIES INC
FT.PAYNE IMPROVEMENT
CITY OF DANVILLE
CITY OF CRYSTAL CITY
GLASGOW WATER CO
CITY OF ST.ALBANS
MOUNTAIN WATER DISTR
AMEREN UE-01
CITY OF ELIZABETHTON
BUCHANAN CO SANITATION (498-4403)

RUMPKE CONSOLIDATED COMPANIES
MCALLEN PUBLIC UTILITY
OLD DOMINION POWER
COLUMBIA GAS OF KENTUCKY
CITY OF SOMERSET UTI
PAINTSVILLE UTILITES
MADISON WATER & SEWA
CITY OF ST.ALBANS MUNICIPAL UT
TOWN OF SOUTH HILL
PIKE CO. SOLID WASTE
CITY OF NORTON
TOWN OF WISE
CITY OF LOGAN/WATER
CITY OF ROXBORO
BUCHANAN COUNTY PUBLIC
C & S DISPOSAL INC
MAYFIELD ELEC & WATE
MUNICIPAL UTILITIES-01
SOLID WASTE SER W.VA
SUMMERSVILLE WATER W
NICHOLAS SANITATION
AUGUSTA COUNTY SERVICE AUTHORITY
MIDLAND PUBLIC SERVI
CITY OF WASH.C.H.
DOMINION HOPE
DAYTON POWER & LIGHT COMPANY
LAWRENCE CO.SOLID WA
TYGARTS VALLEY SANITATION INC
PENDER'S DISPOSAL SE
JOHNSTOWN WATER DEPT
FORT PAYNE WATER WOR
LIPPINCOTT'S RUBBISH
TOWN OF WALLACE
GROLL'S DISPOSAL
MIDDLE TENN ELECTRIC
ERIE WATER WORKS
CITY OF SIDNEY
WILMINGTON UTILITY
HILLSBORO PUBLIC UTI
CITY OF TIFFIN
OHIO VALLEY GAS CORP
TELL CITY ELECTRIC
CITY OF CIRCLEVILLE

CITY OF CENTRALIA
BRYAN CITY CLERK
OHIO GAS CO
VAN WERT WATER WORKS
CITY OF MT VERNON UT
KENTON WATER WORKS
NEW ALBANY LIGHT,GAS
CITY OF BUCYRUS
PSE&G CO
P.T.M.U.A.
FREMONT CITY WATER 143553002
JCP & L
SOUTHSIDE ELECTRIC COOPERATIVE
TOWN OF FRANKLIN
J & B DISPOSAL INC
TOLSON INVESTMENTS
TOCCOA NATURAL GAS
ATMOS ENERGY-
MATHESON TRI-GAS
CENTER POINT ENERGY
SAINT MARYS SEWER SERVICE
CITY OF EMPORIA
CITY OF COPPERAS COVE-01
CITY OF ORANGE
CLECO POWER LLC
STARKVILLE ELEC & WATER DEPT
CITY OF WEST MONROE-01
CITY OF ALEXANDRIA
LUS-01
AMERENUE
MISSOURI AMERICAN WATER CO
TOWN OF ELKTON
PRINCETON WATER&WASTEWATER
EASTON UTILITES COM
CITY OF MEXICO
APPALACHIAN POWER COMPANY
PNM ELECTRIC & GAS SERVICES **
CITY OF AZLE -UTILITY BILLING
ST JOHN THE BAPT PARISH UTILIT
CITY OF MANDEVILLE
CITY OF JACKSONVILLE - TX
CITY LIGHT GAS AND WATER
ST LANDRY SOLID WASTE DISPOSAL DISTRICT

CITY OF MCALESTER-01
WEST HELENA WATER CO.
TRIPLE T TRUCKING CO. INC.
KIT CARSON ELECTRIC CO-OP, INC
JACKSONVILLE WATER CO
CITY OF CLEVELAND-01
NORTHEAST UTILITIES
SOUTHWESTERN ELECTRIC POWER 01
LACKAWANA RIVER BASIN SEWER CO
SOUTH KENTUCKY RURAL ELECTRIC CORPORATION
LEWISBURG ELECTRIC SYSTEM
C & H DISPOSAL SERVICE INC.
UNS ELECTRIC, INC
SKIP'S REFUSE SERVICE
ENERGY UNITED
AMERIGAS - KENBRIDGE VA
LG&E CO., INC
SAVANNAH UTILITY DEPARTMENT
CARTHAGE WATER & ELECTRIC
ROLL-OFF SYSTEMS, INC.
LAUNDALE HARRIS SR.
W & W DUMPSTER SERVICE
CITY OF DECATUR
CENTRAL TEXAS REFUSE, INC.
MAGUIRE EQUIPMENT INC.
SCOTT SOLID WASTE-TN
JACKSON PARISH POLICE JURY
ENTERGY-04
CITY OF CANTON
DICKSON ELECTRIC DEPARTMENT
WATERWORKS & SEWER BOARD
OPP UTILITIES BOARD
BATESBURG-LEESVILLE
CHESTER COUNTY
MONROEVILLE WATER WORKS
CITY OF WHITEVILLE
CHESTER METROPOLITAN DISTRICT
CITY OF SANFORD
CITY OF CORDELE
BOARD OF PUBLIC WORKS
BLUE RIDGE ELEC COOP INC
CRISP COUNTY POWER COMMISSION
MARK DUNNING INDUSTRIES

CITY OF WEST PLAINS-01
THE UTILITIES BOARD OF THE CITY OF OZARK
LYNCHES RIVER ELECTRIC COOP.
PICKENS WATER DEPARTMENT
RIGBY OIL CO INC
SOUTHEAST ALABAMA GAS DISTRICT
THE CITY OF GENEVA
WATER WORKS & SEWER BOARD
CITY OF LANCASTER UTILITY SERVICE DEPARTMENT
BAYS TRASH REMOVAL, INC.
DOGETT DISPOSAL SYSTEMS INC.
NORTH GEORGIA ELECTRIC MEMBERSHIP CORPORATION
LUBBOCK POWER & LIGHT & WATER
TRI-COUNTY ELECTRIC COOPERATIVE, INC.
CHARTER TOWNSHIP OF HARING
BSS - BENFIELD SANITATION SERVICES
CITY OF ST. JOHNS
CHRISTOPHER PARTNERS,LLC
K&D DISPOSAL INC.
NATURAL ENVIRONMENTAL, INC.
CITY OF GRENADA
HOPKINSVILLE SOLID WASTE AUTHORITY
APACHE WASTE, LP
OHIO EDISON CO., INC
CITY COMPTROLLER
ST. LAWRENCE GAS COMPANY, INC
SALEM UTILITIES DEPARTMENT
GRANGER CONTAINER SERVICES, INC.
THE BERKSHIRE GAS COMPANY
MORRISVILLE WATER & LIGHT
TERREBONNE PARISH CONSOLIDATED
TONS OF TRASH
AQUA PENNSYLVANIA INC
COCHISE COUNTY TREASURER
MEMPHIS LIGHT, GAS
PONTOTOC ELECTRIC
LEITCHFIELD WATER SEWER & GAS SYSTEM
SOMERSET TOWNSHIP MUNICIPAL
WASTE REDUCTION SYSTEMS, LLC
VICTORY ELECTRIC COOPERATIVE
SOUTHERN PIONEER ELECTRIC COMPANY
TOWN OF EXMORE
PUBLIC SERVICES COMPANY OF OKLAHOMA

HARING TOWNSHIP TREASURER
SOUTH COAST GAS CO. INC.
OCW RETAIL- BELMONT, LLC .
CITY OF MAGEE WATER & SEWER
WATERWORKS DISTRICT NO.6
WILLMUT GAS CO.
CITY OF LIVE OAK
APPALACHIAN ELECTRIC COOPERATIVE
SEMCO ENERGY GAS COMPANY
JEFFERSON-COCKE GAS UTILITY
CITY OF MONTROSE
JEFFERSON CITY WATER DEPT
ALPENA POWER COMPANY
CITY OF MADISON GA
ROANOKE RAPIDS SANITARY DISTRICT
HILLSDALE BOARD
HOLYOKE GAS AND ELECTRIC
MANSFIELD MUNICIPAL AUTHORITY
HARRIS COUNTY M.U.D. #132
ACE WASTE SYSTEMS, INC
MOSDELL SANITATION INC
PULASKI SERVICE AUTHORITY
REAL DISPOSAL SERVICE, LLC
AMERIWASTE OF LEAGUE CITY INC
RICHMOND TOWNSHIP MUNICIPAL
BESTWAY CONTAINER SERVICE
LITTLE TRAVERSE DISPOSAL LLC
JEWELL'S DISPOSAL SERVICE
WASTE CONNECTIONS OF MS INC
FORT BEND COUNTY M.U.D. #35
TOMBIGBEE ELECTRIC POWER ASSO,
LIVINGSTON COUNTY WATER
TOWNSHIP OF ALPENA
FORT BEND MUD # 115
ACI RECYCLING AND DISPOSAL
CITY OF MOUNT VERNON
CITY OF PARIS- KY
BERT ADAMS DISPOSAL, INC
SOLID WASTE AUTHORITY.
CHIPLEY NATURAL GAS & WAT
MOUNT VERNON WATER
NEW BRAUNFELS UTILITIES
BIG RAPIDS TREASURER OFFICE

CITY WASTE
INTERMOUNTAIN GAS COMPANY
OVERTON POWER DISTRICT #5
PERE MARQUETTE TOWNSHIP TREASURER
WASTE SERVICES OF TEXAS
COASTAL WASTE SERVICES, INC
FREEDOM WASTE SERVICE
VIRGIN VALLEY WATER DISTRICT
CITY OF FRANKLIN.
LOUISA WATER CO
NORTH ARKANSAS ELECTRIC
VIRGIN VALLEY DISPOSAL, INC
DAYNE'S DISPOSAL, INC.
NORTHEAST PUBLIC WATER AUTHORITY, INC
EMTERRA ENVIRONMENTAL USA CORP.
ONEIDA WATER WASTEWATER
CITIZENS GAS UTILITY DISTRICT
BRIDGEPORT SANITARY DISTRICT
FRANKLIN ELECTRIC PLANT BOARD
FIRST ELECTRIC COOPERATIVE
IRVING OIL CORPORATION
MARICK'S WASTE DISPOSAL INC
MILAN CONTAINER COMPANY
FEHER RUBBISH REMOVAL, INC
HEMPFIELD TOWNSHIP MUNICIPAL AUTHORITY
PSI DISPOSAL INC
CITY OF MENOMONIE
CITY OF HEBER SPRINGS-SANITATION
NEW MEXICO GAS COMPANY
CITY OF PFLUGERVILLE
CITY OF NOGALES-01
LONDON UTILITY COMMISSION
MIDWEST NATURAL GAS CORP
IESI
ANTIGO RETAIL, LLC
RAPPAHANNOCK ELECTRIC COOPERATIVE
CITY GAS COMPANY
CITY GARBAGE SERVICE
COUNTY WASTE.
WASTE MANAGEMENT.
CITY OF ANTIGO
CITY OF MAYSVILLE KY
SEQUACHEE VALLEY ELECTRIC COOPERATIVE

CORPORATE SERVICES CONSULTANTS, LLC
MARION NATURAL GAS SYSTEM
MARTINSVILLE MUNICIPAL WATER
GEXA ENERGY
CITY OF CALHOUN
SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION
MURRAY MUNICIPAL UTILITIES
RAY'S TRASH SERVICE, INC
MASON COUNTY FISCAL COURT
WASTE SERVICES OF TENNESSEE LLC
CITY OF PRINCETON.
HOLSTON ELECTRIC COOPERATIVE, INC
AREA DISPOSAL SRVC INC-CL
TOWN OF ROGERSVILLE
MAYSVILLE UTILITY COMMISSION
TAYLOR COUNTY RURAL ECC
CHARTER TOWNSHIP OF FILER TREASURER
WASTE SERVICES OF GEORGIA, INC.
CITY OF PORTSMOUTH
LERON INDUSTRIES, INC.
CAMPBELLVILLE WATER AND SEWER
DIXIE PARTNERS II, LP
BATESVILLE WATER UTILITIES
RDT, INC
AMERICAN DISPOSAL COMMERCIAL SERVICES
INNOVATIVE WASTE
UNION COUNTY.
ETEECARE GLOBAL SOLUTIONS
BUSTER SANITATION SERVICES INC.
OXFORD WATER WORKS
CITY OF JACKSONVILLE - IL
CITY OF HENDERSON KY
SWEETWATER UTILITIES BOARD
WASTE PRO - HILTON HEAD
CITY OF NEW CASTLE UTILITY
HOWIE'S TRASH SERVICE
CITY OF TYLER
MUNICIPAL UTILITIES
BIG B RUBBISH REMOVAL DIV./ HAYES LANDFILL INC.
GRAND STRAND WATER & SEWER AUTHORITY
MAHARG, INC.
SHENANDOAH VALLEY ELECTRIC COOPERATIVE
CENTRO NP HOLDINGS 12 SPE, LLC.

CITY OF ST. MARY'S
HERMISTON ENERGY SERVICES
SEYMOUR MUNICIPAL SANITATION UTILITY
FARMER'S REFUSE & TRUCKING INC.
GREENSBURG MUNICIPAL WATER & WASTEWATER
HENRY COUNTY WATER COMPANY
MT. STERLING WATER AND SEWER SYSTEM
BERNICE SANITATION, LLC
CITY OF LUFKIN
GULF POWER
CARMEN BARBATO INC.
PRECISION WASTE SOLUTIONS, LLC
ANDALUSIA UTILITIES
PEOPLES NATURAL GAS COMPANY
MID SOUTH WASTE DISPOSAL INC.
CITY OF HUNTSVILLE
J & J REFUSE INC.
CITY OF ZACHARY LA
RICHARDSON WASTE REMOVAL
SEWARD COUNTY WASTE MANAGEMENT
ECO-TECH, LLC
MAJOR WASTE DISPOSAL SERVICES, INC.
RESOURCEFUL ENVIRONMENTAL SERVICES, INC.
COMMERCIAL REFUSE SERVICE
AMERICAN WASTE INC.
SML GARBAGE COLLECTION
PENINSULA OIL COMPANY, INC.
TMM INVESTMENTS LTD.
CITY OF WARRENSBURG/ SEWER
PROGRESSIVE WASTE SOLUTIONS
CITY OF PELL CITY
B & E WASTE SYSTEMS
C. SHIRLEY SANITATION INC.
OXFORD WATER WORKS.
TRI COUNTY WASTE DISPOSAL INC.
CITY OF MOUNTAIN HOME IDAHO
CLAYTON & HURDLE DISPOSAL SERVICE INC.
ADVANCED DISPOSAL SERVICES.
MONROE COUNTY WATER AUTHORITY
CITY OF WABASH WASTEWATER UTILITY
ACTION RETAIL GROUP 1 LLC
BROWNSVILLE - GMS LTD
BLOOM WASTE SERVICES, LLC

ENVIROSOLUTIONS NOVA DIST
HOUGHTON LAKE SEWER AUTHORITY
R.G. BROWN REFUSE REMOVAL
BVR WASTE AND RECYCLING
GET RID OF IT OF AMERICA CORP.
DEERBROOK MALL
GDF SUEZ ENERGY RESOURCES
BAYCAL LAS CRUCES PARTNERS LLC
SHOPS OFF BROADWAY LLC
LOWCOUNTRY REGIONAL WATER SYSTEM
CITY OF SENATOBIA- MS
GRANDE GARBAGE COLLECTION CO LLC
VALLEY WASTE SERVICE INC.
HOOD RIVER GARBAGE SERVICE, INC
CITY OF TAYLORVILLE - IL
ILLINOIS GAS COMPANY
CITY OF RICHMOND HILL - GA
SHELBYVILLE PUBLIC UTILITIES - IN
NW NATURAL
TAYLOR GARBAGE SERVICE INC.
BOSSIER CITY UTILITIES DEPARTMENT
CITY OF HUNTSVILLE.
CITY OF WADSWORTH
CITY OF LUFKIN.
CITY OF TRUTH OR CONSEQUENCES
BLUEBONNET ELECTRIC
SPWA
F.T.S.A.
RB RIVER IV LLC
NEW MARKET STATION LP
ADVANCED COMPACTORS, LLC
CITY OF GONZALES-02
TOWN OF MADISON
DAVE'S TRASH REMOVAL INC.
B & D RECYCLING LLC
SOLOMON CONTAINER SERVICE
SOS WASTE DISPOSAL INC.
SUNBRIGHT DISPOSAL SERVICES
MARANGI DISPOSAL
CITY OF ONEIDA- NY
BLISS ENVIRONMENTAL SERVICES, INC.
RED RIVER WASTE SOLUTIONS LP
R.L.P DEVELOPMENT COMPANY, INC.

PELICAN WASTE & DEBRIS, LLC
WASTE PRO OF ALABAMA
TOWN CENTER MALL LP
TEAM WASTE
CITY OF RIO GRANDE PUBLIC
HURRICANE WASTE SYSTEMS
QUALITY GAS SERVICES INC.
NORTHGATE MALL LLC
ATMOS ENERGY 05
LEGACY WASTE SERVICES
SOLID WASTE AUTHORITY - GA
BCDA LLC
BELL CONSULTING INC
MADISONVILLE SANITATION DEPARTMENT
SOUTH PLAINS WASTE SERVICE INC
BIG DAWG DISPOSAL
ADVANCED DISPOSAL SERVICES SOLID WASTE OF PA, INC.
INFUSE ENERGY LLC
CYCLONE SERVICES INC
ACE WASTE SYSTEMS INC
EC WASTE
KNOX WASTE SERVICES LLC
ENGIE RESOURCES LLC
VERDE TECHNOLOGY GROUP, INC.
CITY OF KAUFMAN TX
RACK ROLL OFF SERVICES LLC
PARK'S GARBAGE SERVICES, INC.
WEST TEX DISPOSAL
VOGEL DISPOSAL SERVICE, INC.
A-WASTE INC.
TEXAS COMMERCIAL WASTE
ZIA NATURAL GAS CO
CITY OF NACOGDOCHES
MODERN WASTE SYSTEMS INC
NORTHEAST OKLAHOMA PUBLIC FACILITIES
TAMARACK VILLAGE SHOPPING CENTER, A LIMITED PARTNERSH
CITY OF SPRINGFIELD IL
WASTE PRO - BATON ROUGE
VERENDRYE ELECTRIC COOPERATIVE, INC.
KC WATER SERVICES
RIB MOUNTAIN SANITARY DISTRICT
MONTANA-DAKOTA UTILITIES CO.
COUNCIL BLUFFS WATER WORKS

CASEYVILLE TOWNSHIP SEWER SYSTEM
CITY OF WICHITA KS
CITY OF RAPID CITY SD
IOWA AMERICAN WATER COMPANY
GOODENOUGH RUBBISH REMOVAL LLC
CITY OF FARGO ND
SOUTH JORDAN CITY
GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT
DAKOTA ELECTRIC ASSOCIATION
WEST DES MOINES MUNICIPAL SERVICES
CITY OF O'FALLON IL
CITY OF LINCOLN NEBRASKA
CITY OF MERIDIAN IDAHO
MB SIOUX CITY LAKEPORT LLC DEPT 44616
CONSERVICE
NEW MARKET PROPERTY I, LLC
WASTE CONNECTIONS OF TX
WASTE PRO GREENWOOD
ANYTIME WASTE SYSTEMS
RUMPKE WASTE & RECYCLING
ASSET IMPACT INCORPORATED
ARG SERVICES OF WNY INC
LT DISPOSAL INC
WASTE PATH SERVICES LLC
GRANT WATER & SANITATION DISTRICT
PARISH OF JEFFERSON DEPT
SOLID WASTE EQUIPMENT CO INC
CITY OF LITTLETON
BLUE HEN DISPOSAL-ALL INC
HAPPY TRASH LLC
IRON WORKS STEEL SUPPLY LLC
WASTE MANAGEMENT OF NEBRASKA INC
PLYMOUTH PLAZA INVESTORS LLC
CITY OF RUSSELVILLE
EVAN PAR SOLID WASTE
PINEY WOODS SANITATION INC
COMMUNITY WASTE DISPOSAL LP
BAY-CAL NETCO INVESTMENTS INC
SHANK WASTE SERVICE INC
CITY OF FALFURRIAS
PAPILLION SANITATION
HERRINGSHAW WASTE MANAGEMENT
WASTE CONNECTIONS OF TEXAS LLC

COASTAL ENVIRONMENTAL SERVICES
CUMBERLAND SERVICES LLC
DEEP SOUTH CONTAINERS LLC
TOLSON INVESTMENTS.
NORTH ALABAMA DUMPSTERS LLC
MCMICHAEL WASTE SERVICES LLC
JBL DISPOSAL
BRICKY GOAT LLC
T & S TRASH SERVICE
HAWLEY DISPOSAL SERVICE LLC
KENDALLVILLE IRON & METAL INC
PRIORITY WASTE SERVICES
FLOWERS SANITATION INC
NEXUS DISPOSAL LLC
PARR CONTAINER SERVICES LLC
BEST VALUE SERVICES LLC
TMM INVESTMENTS LTD
CONSTELLATION NEWENERGY INC
AMWASTE OF LOUISIANA LLC
WEMIGA WASTE INC
MAYSVILLE-MASON COUNTY LANDFILL
M&R SERVICES
SV&E REFUSE SERVICE LTD
GREEN CITY WASTE AND RECYCLE SOLUTIONS INC
SEDORE INC
KC DUMPSTER COMPANY
LCI SERVICES INC
KIMBLE RECYCLING & DISPOSAL INC
AAA SANITATION INC
COMMUNITY OPPORTUNITIES INC
DORSEY DUMPSTER
ROYAL OAKS LANDFILL
ST MARYS AREA WATER AUTHORITY
LINDBLOM SERVICES, INC
EXCEL DISPOSAL LLC
MILLENNIUM WASTE
SUTTON DISPOSAL SERVICE LLC
FUEL CENTER PLUS INC
RANDOLPH COUNTY SHELTERED INDUSTRIES INC
DIXIE DUMPSTER
APACHE DISPOSAL INC
HINE ENVIRONMENTAL SERVICES LLC
THUMB DISPOSAL & CONTAINER SERVICES

PREMIER WASTE SOLUTIONS LLC
CRAWFORD COUNTY OH
UGANSKI ROLL-OFF SERVICES
HANDI-SHOP INC
KC DUMPSTERS LLC
LAFOURCHE PARISH WATER DIST #1
CITY OF COLUMBIA
BARRY MOORE INDUSTRIES
WATER WORKS DISTRICT NO.3
PEDERNALES ELECTRIC
BRYAN CITY INCOME TAX
LUMBERTON MUNICIPAL UTILITY DI
SPRING CYPRESS UTILITY
VISTA RECYCLING
TEXAS DISPOSAL SYSTEM,INC.
COLUMBIA GAS OF VIRGINIA
BROWNSVILLE PUBLIC UTILITIES BOARD
CITY OF COLONIAL HEIGHTS
HANOVER COUNTY
CITY OF TAHLEQUAH
ATLANTA UTILITIES
PLAQUEMINE CITY LIGHT & WATER
CITY OF BELEN-01
CITY OF BRADY
CITY OF CORTEZ-01
CITY OF DE QUEEN
CITY OF GRANTS-01
CITY OF KINGSVILLE WATER DEPT
CITY OF LITTLEFIELD
CITY OF LOVINGTON-01
CITY OF SNYDER UTILITY DEPT
CITY OF WEATHERFORD-01
GREEN COUNTRY SANITATION INC
HARPER SANITATION SERVICE INC
LEA COUNTY ELECTRIC CORP.
MENA WATER & SEWER DEPARTMENT
NATIONAL WASTE INC
PAULS VALLEY MUNICIPAL AUTHORI
RATON PUBLIC SERVICE CO
SOUTHERN DISPOSAL INC
SUMMIT NATURAL GAS OF MISSOURI INC.
TAHLEQUAH PUBLIC WORKS AUTH
CITY OF JACKSONVILLE - NC

CITY OF CONWAY
COLUMBIA CITY UTILITIES
BURGMEIER'S HAULING INC
T.W. PHILLIPS GAS & OIL CO
CAPE MAY COUNTY HERALD
JACKSON UTILIES DEPT.
ARAB ELECTRIC COOPERATIVE, INC
CITY OF MOUNDSVILLE WATER DEPT
FOSTER TOWNSHIP
MUNICIPAL AUTHORITY OF
QUALITY ROLL OFF SERVICE
EVERSOURCE ENERGY
CASELLA WASTE MGT, INC.
VERMONT GAS SYSTEMS,INC.
SOUTHEAST BRUNSWICK
BRUNSWICK ELEC MEMBERSHIP CORP
NEWPORT MUNICIPAL WATER COMPAN
TOWNSHIP OF UPPER DEERFIELD
NATIONAL GRID.
Comcast
Texas Alarm
East Texas Alarm
Protection One
Matheson & Associates
West Fire Systems, Inc
Johnson Controls Fire Protection
Stanley Convergent Security Solutions, Inc.
EMEDIA NETWORKS INC.
Mood Media
GRANITE TELECOMMUNICATIONS
GRANITE
PANHANDLE COOPERATIVE INC.
CenturyLink
EMBARQ/10765
Century Link
WINDSTREAM
SBC/AT&T
BELLSOUTH/ AT&T
CENTERPOINT ENERGY
CITY OF NACOGDOCHES WATER
GDF SUEZ
City of Mt. Pleasant
Southwestern Electric Power

CITY OF KINGSVILLE
Engie
City Of Gilmer
SWEPCO/American Elect. Power
Reliant
CITY OF JACKSONVILLE
Republic Waste
CITY OF PARIS
Sanitation Solutions
CITY OF CENTER
City of Kilgore
City of Greenville
Atmos Energy
CITY OF MARSHALL
AMERICAN ELECTRIC POWER
City of Palestine
ATMOS
Orange County Water Control
ENTERGY
City of Carthage
Waste Connections of Texas
CITY OF CONROE
CITY OF STEPHENVILLE
BRYAN TEXAS UTILITIES
CITY OF LONGVIEW WATER
Reliant/NRG
City of Copperas Cove
Texas Gas Service
City of Weslaco
CITY OF MINERAL WELLS
Waste Connection
CITY OF ROMA
Grande Garbage Collection
BAY CITY GAS
CITY OF BAY CITY
Ameriwave League City
CITY OF LEAGUE CITY
SAN ANTONIO WATER SYSTEM
Waste Management
CITY PUBLIC SERVICE
CITY OF VICTORIA
Waste Mgmt - Southeast Texas
CITY OF CORPUS CHRISTI PUD

Republic Services
CITY OF DUNCANVILLE
CITY OF SEGUIN
Centerpoint
Apache Disposal Inc.
City of Pinehurst
CITY OF ATHENS
CITY OF SILSBEE
CITY OF DEL RIO
City Of Brownwood
CITY OF ARDMORE
OG&E
Oklahoma Natural Gas
City of Harlingen Waterworks
TEXAS GAS SERVICES
City of Corsicana
City of Waxahachie
WC of Texas
City of Portland
Republic
CITY OF BEAUMONT
Infuse Energy
CITY OF ODESSA
CITY OF GALVESTON
Sustainable Solutions Group
CITY OF BEEVILLE
City of Gainesville
GDF Suez/Engie
CITY OF GAINESVILLE UTILITIES
Precision Waste
McALLEN PUBLIC UTILITIES
City of Cleburne
CPS ENERGY
O. G. & E.
CITY OF LAREDO UTILITIES
KERRVILLE PUBLIC UTILITY BOARD
CITY OF KERRVILLE WATER DEPT
CITY OF PORT LAVACA
TEXARKANA WATER UTILITIES
CITY OF PLAINVIEW
XCEL ENERGY
SAN ANGELO WATER UTILITIES
City Of Borger Transfer Station

City of Borger
City of Pampa
PUBLIC UTILITY BOARD
City of Rockport
CITY OF BIG SPRING
NEW MEXICO GAS CO
CITY OF CARLSBAD
PNM ELECTRIC
CITY OF ALAMOGORDO
PONCA CITY UTILITY AUTHORITY
WATER DIST #1
BEAUREGARD ELECTRIC
College Station Utilities
CITY OF ALTUS
EL PASO WATER UTILITIES
EL PASO ELECTRIC CO****
CITY OF MCALESTER
PUBLIC SERVICE COMPANY OF OKLAHOMA
CONSOLIDATED WATER WORKS
TERREBONNE PARISH COLISOLE
NEW MEXICO GAS
CITY OF PORT ARTHUR
CITY OF EAGLE PASS WATER
CITY OF JASPER
CITY OF ROSWELL
Waste Pro
CITY OF CLEVELAND, WATER DEPT
Bluebonnet
EPCOR WATER
CITY OF CLOVIS
CITY OF WEATHERFORD
CITY OF BRENHAM UTILITIES
CITY OF HIDALGO
LA GRANGE UTILITIES
TOWN OF TAOS
Kit Carson Electric Cooperative
KIT Carson Electric Cooperative Inc.
CITY OF CUERO
CITY OF SWEETWATER
CITY OF BURLESON
WASTE CONNECTIONS
LUBBOCK POWER&LIGHT&WATER
City of Grapevine

Allied Waste Services #538
CITY OF GEORGETOWN
CITY OF TAYLOR
City of Decatur/Waste Management
City of Canton / Olympic Waste Services
City of Mercedes
City Of Crockett
City of Mission
City of Angleton
UNITED COOPERATIVE SERVICES
CITY OF GRANBURY MUNICIPAL UTILITIES
MOUNTAIN HOME WATER & Sewer
Methvin Sanitation
NORTHEAST PUBLIC WATER AUTH
NORTH AR ELECTRIC COOP
ARKANSAS WESTERN GAS
LOS ALAMOS COUNTY UTILITIES
CITY OF BELLVILLE UTILITIES
CITY OF GONZALES
CITY OF GIDDINGS
BLUEBONNET ELECTRIC COOP.
AM Waste
CITY OF BOGALUSA
City of Aransas Pass
HARRIS CO. F.W.S.D. #51
Corporate Services Consultants
CITY OF HOUSTON
WCA Waste Corporation
WCA
FORT BEND MUD #115
FORT BEND CO MUD #35
City of Tomball/Waste Management
CITY OF ALVIN
Waste Mgmt.-Pasadena
City of Pearland
HARRIS COUNTY MUD #257
CITY OF LIBERTY
LT's Garbage Service
CITY OF CLEVELAND
CITY OF PASADENA
CORP SVC CONSULTANTS
CITY OF EL CAMPO
CITY OF WHARTON

Corporate Service Consultants
CITY OF MEXIA
Willmut Gas
City of Magee
EAST CEDAR CREEK
Allied Waste Services #069
CITY OF BURNET
CITY OF FREDERICKSBURG
CITY OF FREDRICKSBURG
CITY OF BELLMEAD
Waste Mgmt - Centex
MUNICIPAL UTILITY BOARD
Pryor Waste & Recycling
City of Natchitoches Util
CITY OF GATESVILLE
Magic Valley Electric Co-op
PNM ELECTRIC & GAS
VILLAGE OF RUIDOSO
ZIA NATURAL GAS COMPANY
City Corporation
CITY OF CROSSETT
City of Camden
EL DORADO WATER UTILITIES
Magnolia Water System
Magolia Water System
Get Rid Of It Of America
HOPE WATER AND LIGHT
JACKSONVILLE WATER CO.
MENA WATER & SEWER DEPT.
Southern Disposal,Inc
CITY OF KAUFMAN UTILITIES
CITY OF MCCOMB WATER DEPT
CITY OF BROOKHAVEN WATER DEPT.
MISSISSIPPI POWER
CITY OF BOERNE
Parish Of Jefferson Water
Metro Disposal
CITY OF ZACHARY
CITY OF SULPHUR
CITY OF LAKE CHARLES WATER DIV
CITY OF MONROE
CLECO
Lawco/Louisiana Water Co.

LOUISIANA WATER COMPANY
CITY OF THIBODAUX
CITY OF OPELOUSAS
St. Landry Solid Waste Disposal District
ST. JOHN THE BAPTIST PARISH UTILITIES
ST JOHNS THE BAPTIST PARISH UTILITIES
Vermilion Parish Police Jury
City of Abbeville
CITY OF MINDEN
CITY OF RUSTON
TOWN OF JONESBORO
Jackson Parish Police Jury
CITY OF LEESVILLE UTILITIES DEPT.
CITY OF DERIDDER
Bossier City Utilities
CITY OF SHREVEPORT
Laun Dale Harris Sr.
CITY OF MANSFIELD
PEOPLES WATER SERVICE CO.
ATMOS ENERGY LOUISIANA
CITY OF WEST MONROE
CITY OF SAN BENITO
CITY OF NOGALES
UNISOURCE ENERGY SERVICES
UNISOURCE ENERGY SERVICE
MOHAVE ELECTRIC COOP.
City Of Bullhead City
LaFourche Parish Water Dist. #1
MARKSVILLE WATER SYSTEM
Rapides Parish Waterworks Dist. #3
City of Pineville
CITY OF NEW ROADS
POINTE COUPEE ELECTRIC
CITY OF JENNINGS WATER DEPT.
CITY OF SPRINGHILL
LAGUNA MADRE WATER DISTRICT
WEST MEMPHIS UTILITIES
Roadrunner Rubbish Removal
APS
Vista Recycling
CITY OF SAFFORD
Thatcher Municipal Utilities
CITY OF DOUGLAS

Waste Mgmt
Westar Energy
City of Independence
M&C Rental Leasing Co., LLC
CITY OF LIBERAL
SOUTHERN PIONEER ELECTRIC
CITY OF PLAQUEMINE LIGHT AND WATER PLANT
CITY OF MORGAN CITY
CITY OF VILLE PLATTE**
CITY OF OAKDALE
CITY OF EUNICE
Republic Waste
Cortez Sanitation District
Empire Electric Association
CITY OF CORTEZ
City Of Siloam Springs
Black Hills Energy
MALVERN WATER WORKS
PUBLIC UTILITIES BOARD
THE UTILITY BOARD
City of Edinburg
City of Uvalde
City of Rio Grande City Public Utility Dept.
NRG
Starr County Gas System
Texas Disposal Systems
CITY OF GRAHAM
CITY OF VERNON
City of Lamesa
City of Snyder
CITY OF BROWNFIELD
CITY OF SEMINOLE
CITY OF ANDREWS
TOWN OF PECOS CITY
City of Hobbs
Ecel Energy
City of Fort Stockton
City of Alpine Gas
CITY OF ALPINE
CITY OF LOVINGTON
LEA COUNTY ELECT COOPERATIVE
TEXAS SERVICE GAS
CITY OF MONAHANS

CITY OF AMARILLO**
CITY OF HEREFORD
TEXAS GAS
CITY OF AUSTIN
CITY OF PERRYTON
City of Amarillo- Solid Waste Dept
LUBBOCK POWER & LIGHT
CITY OF LEVELLAND
CITY OF DUMAS
CITY OF WOODWARD
Harper Sanitation Service, Inc.
CITY OF DALHART UTILITY DEPART
CITY OF FARMINGTON
CITY OF ARTESIA
City of Silver City
Waste Connections El Paso Disposal
EL PASO ELECTRIC CO
EL PASO ELETRIC
CITY OF BELEN
CITY OF PORTALES
RATON NATURAL GAS CO
RATON UTILITIES
PNM
CITY OF LAS VEGAS
CONTINENTAL DIVIDE ELECTRIC
City of Grants/Waste Management
T.P.W.A.
N.O.P.F.A
CITY OF DENHAM SPRINGS
Ace Waste Systems
DEMCO
CITY OF SAPULPA
MIAMI PUBLIC UTILITIES
VINITA CITY WATER WORKS
CITY OF CLAREMORE
CITY OF HUGO
PUBLIC SERVICE CO OF OK
GROVE MUNICIPAL SERVICE AUTH
Grove Municipal Service Auth.
Bernice Sanitation
CITY OF SHAWNEE
CITY OF OKMULGEE
City of Starke

CITY OF MINEOLA
Howard Disposal
CITY OF ELK CITY
CITY OF ALAMO
City of Pauls Valley
DURANT CITY UTILITY
N W Natural
Pacific Power
Hood River Garbage
DUNCAN UTILITIES AUTHORITY
AEP
ARKANSAS OKLAHOMA GAS CORP.
POTEAU WATER DEPT
Green Country Sanitation
City of Sallisaw
City of Atlanta Utilities/USA Waste
CITY OF YOAKUM
City of Sand Springs
City Of Chickasha
City of Columbus
CITY OF ELGIN UTILITIES
CITY OF HONDO
City of Mustang
NV ENERGY
Southwest Gas Corporation
Town of Gardnerville
Gabrielsen & Company
CITY OF PLEASANTON
City of Marble Falls
Pedernales Electric Cooperative Inc.
Piney Woods Sanitation
Lumberton Municipal Utility Dist.
CITY OF AZLE
CITY OF FLORESVILLE
FLORESVILLE ELECTRIC LIGHT & POWER SYSTEM
Diamondhead Water & Sewer
Coast Electric Power Assoc.
CITY OF EASTLAND
CITY OF WOODVILLE
CITY OF TRINIDAD
D.F. NICKERSON LLC
Twin Enviro Services
WCA Waste Corporation

CLARKSVILLE LIGHT & WATER CO.
ARKANSAS WESTERN GAS COMPANY
W & W Dumpster Svc
Newport Municipal Water Co.
ARKADELPHIA WATER UTILITIES
Forrest City Water Utility
SOUTH COAST GAS
LAFOURCHE PARISH WATER DIST
Virgin Valley Disposal, Inc.
VIRGIN VALLEY WATER DIST
OVERTON POWER DIST.
PAGE ELECTRIC UTILITY
City of Riverton
Community Entry Services
Rocky Mountain Power
CITY OF SEALY, TX
CITY OF CORPUS CHRISTI
CITY OF LIVINGSTON
CITY OF BURLEY
INTERMOUNTAIN GAS
City of Heber Springs- Sanitation
FIRST ELECTRIC COOP
IDAHO POWER
Marick's Waste Disposal, Inc.
CITY OF LAGRANDE
AVISTA
OREGON TRAIL ELECTRIC
TOWN OF AMITE
Batesville Utilities
Public Serv. Co. Of Oklahoma
Georgia Power
Gas South
City Of Rincon
City of Commerce
Roll Off Systems, Inc.
Jackson EMC
Hermiston Energy Service
City Of Hermiston Oregon
Cascade Natural Gas Corp
City Of Marianna
Florida Public Utilities
Northwest Alabama Gas Dist.
Alabama Power

City of Presidio
Winnemucca Water & Sewer
Desert Disposal
City of Senatobia
Ada City Utilities
National Waste & Disposal Inc.
CITY OF BROKEN ARROW
Pedernales Electric Cooperative
Hill Country Waste Solutions
City of Fallon
The Town Of Centre
DeKalb Cherokee Counties Gas
Cherokee Electric Cooperative
Advanced Disposal
CITY OF ALICE
Cullman Power Board
Cullman-Jefferson Counties
City of Klamath Falls
Waste Management of Oregon
City of Lytle
PARIS-HENRY CO GAS U
BOARD OF PUBLIC UTILITIES
HUMBOLDT UTILITIES
ELK RIVER PUBLIC UTI
WINCHESTER UTILITY S
WINCHESTER UTILITIES
MADISONVILLE MUNICIP
Madisonville Municipal
HOPKINSVILLE WATER
HOPKINSVILLE ELEC. S
AmeriGas
SOUTHSIDE ELECTRIC COOP
TOWN OF BLACKSTONE
METRO WATER SERVICES
Nashville Electric Service
Piedmont Natural Gas
WASTE INDUSTRIES INC
AMERICAN ELECTRIC PO
ATMOS ENERGY-LOUISVILLE
TOWN OF WYTHEVILLE
Waste Industries
MECKLENBURG ELECTRIC
CITY OF EMPORIA

DUKE ENERGY
Piedmont Gas
CITY OF EDEN
CITY OF EDEN
COLUMBIA GAS
TOWN OF SOUTH HILL
DOMINION VA POWER
Davis Disposal
A & N ELECTRIC COOPERATIVE
DELMARVA POWER
CITY OF ROXBORO
Duke Energy Progress
PSNC
TOWN OF PLYMOUTH
DOMINION NC POWER
Green Earth, LLC
CITY OF WAYNESBORO
ROCKBRIDGE COUNTY PU
C & S DISPOSAL INC
CHESTERTOWN UTILITIE
TRI-GAS & OIL
CITY OF POCOMOKE CITY
Chesapeake Waste Industries, LLC
TOWN OF ROCKY MOUNT
SML Garbage
CITY OF COVINGTON
CALVERT COUNTY TREAS
WASHINGTON GAS
Goode Company
SMECO
CITY OF MANASSAS
WASTE MANAGEMENT INC
Rio Grande Associates LP
ATLANTIC CITY ELECTRIC
SO.JERSEY GAS CO.
B&D Recycling
Dave's Trash Removal
CHESAPEAKE UTILITIES
CITY OF SEAFORD
Blue Hen Dispose-All
Shenandoah Valley Elect Coop
Updike Industries, Inc.
TOWN OF LURAY

HRUBS
Virginia Natural Gas
HRUBS
GLOUCESTER CO UTILITIES
HRSD
TOWN OF BRATTLEBORO
SUBURBAN PROPANE
Goodenough Rubbish
TRIPLE T TRUCKING CO.
Green Mountain Power
CITY OF MILFORD
City of Milford
City of Hopewell
VIRGINIA AMERICAN WATER
Container First Services
Waste Industries of Maryland
ELKTON GAS
TOWN OF ELKTON
EASTON UTILITIES COMMISSION
NEWPORT NEWS WATERWORKS
VIRGINIA GAS
CITY OF COLONIAL HEIGHTS
TOWN OF APPOMATTOX
County Waste
TOWN OF FRONT ROYAL
AMERIGAS
American Disposal Commercial Svcs
TOWN OF WARRENTON
DOMINION VA POWER
TREASURER HANOVER CO
VIRGINIA NATURAL GAS INC
NEW GARDEN TOWNSHIP SEWER AUTH
PECO ENERGY
TOWN OF EDENTON UTILITIES
QUALITY GAS SERVICE
TUCKASEIGEE WATER & SEWER
DUKE POWER
PSNC
BCDA, LLC
DUKE POWER CO
CITY OF MARION
CITY OF CONWAY
SOLID WASTE AUTHORITY

SANTEE COOPER
NYSEG
K & D Disposal, Inc.
SO. JERSEY GAS
TOWN OF UPPER DEERFIELD
C&H Disposal Service Inc.
FAYETTEVILLE UTILITIES
THE BIRMINGHAM WATER
LAWRENCE CO SOLID WASTE
LAWRENCEBURG POWER S
CITY OF ALEXANDER CITY
ADVANCED DISPOSAL SERVICE
CITY OF TALLADEGA
West Penn Power
COLUMBIA GAS OF PENNSYLVANIA
MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY
Municipal Authority of Westmoreland
PENELEC
Pro Waste Services Inc.
NATIONAL FUEL
ERIE WATER WORKS
Tri-County Industries
MAYFIELD ELECT & WATER
FT.PAYNE IMPROVEMENT
FORT PAYNE WATER WORKS
TOWNSHIP OF PENNSVILLE
National Grid
JOHNSTOWN WATER DEPT
MUNICIPAL UTILITIES
SOLID WASTE SER W.VA
MOUNTAINEER GAS COMPANY
ALLEGHENY POWER
NICHOLAS SANITATION
SUMMERSVILLE WATER W
DOMINION HOPE
MIDLAND PUBLIC SERVI
MOUNTAINEER GAS CO.
TYGARTS VALLEY SANIT
TOWN OF ALTAVISTA
First Piedmont Corp.
Bays Trash Removal
CITY OF BEDFORD
Bedford Regional Water Authority

ELIZABETHTON ELECTRIC	ST MARYS SEWER AUTH
CITY OF ELIZABETHTON	ST MARYS WATER AUTH
TOWN OF WOODSTOCK	GROLL'S DISPOSAL
GLASGOW WATER CO	AEP AMERICAN ELECTRIC POWER
GLASGOW ELECTRIC PLA	PAINTSVILLE UTILITES
Waste ConnectionsMID-STATE RECYCLING	CITY OF HORNELL
HAZARD UTILITIES	LIPPINCOTT'S RUBBISH
HAZARD UTILITIES	BUCHANAN CO.PUBLIC S
AEP-Kentucky Power Company	BUCHANAN CO. TREASURER
Rumpke Consolidated Co.	CITY OF NORTON
CITY OF MOUNDSVILLE WATER DEPARTMENT	OLD DOMINION POWER
C/O MOUNDSVILLE	TOWN OF WISE
Appalachian Power	CITY OF DANVILLE
CITY OF LOGAN/WATER	TULLAHOMA UTILITIES
CITY OF LOGAN	P.T.M.U.A.
COLUMBIA GAS OF KY	JCP & L
WINCHESTER MUNICIPAL	Bloom Waste Services
KENTUCKY UTILITIES	PSE&G
RUMPKE	P.T.W.D.
CITY OF BARNWELL	Resourceful Environmental
SCE & G	NEW ALBANY LIGHT GAS AND WATER
PENDER'S DISPOSAL SE	NEW ALBANY LIGHT,GAS
CITY OF SOMERSET UTI	NEW ALBANY LIGHT, GAS & WATER
TOWN OF TAPPAHANNOCK	TOWN OF FRANKLIN
Mountain Water District	TOCCOA NATURAL GAS
Kentucky Power Company	J & B DISPOSAL INC
PIKE CO. SOLID WASTE	PHILADELPHIA UTILITIES
TOWN OF WALLACE	CENTER POINT ENERGY
Tons of Trash (recycling)	CITY OF KEYSER
City OF ST. Albans Muni Utility Com	PotomacEdison
Matheson Tri-Gas, Inc.	Advance Disposal
Corporate Services Conslt. LLC	T.W. PHILLIPS GAS CO
PRINCETON WATER AND WASTEWATER DEPARTMENT	Pennsylvania American Water
PRINCETON EPB	BOROUGH OF PUNXSUTAWNEY
WCA Waste	VEOLIA ENV. SERVICES
ATMOS ENERGY-LOUISVILLE	D & G Sanitation
BRUNSWICK COUNTY PUBLIC UTILITIES	UGI
Southeast Brunswick Sanitary Dist.	Penelec
BRUNSWICK ELECTRIC MEMBERSHIP CORP.	BURGMEIER'S HAULING INC
CITY OF THOMASVILLE	BRADFORD CITY WATER AUTHORITY
CITY OF THOMASVILLE	FOSTER TOWNSHIP SEWER
PIEDMONT NATURAL GAS	Casella Waste
ST MARYS WATER AUTH	CARMEN BARBATO, INC

ARAB ELECTRIC COOPERATIVE
Marshal County Gas District
ARAB WATER WORKS
ATHENS UTILITIES
STARKVILLE ELECTRIC DEPT.
CITY OF GRENADA-WATER DEPARTMENT
Waste Pro Memphis
MUHLENBURG COUNTY WATER DISTRICT
MUNICIPAL WATER & SEWER SYSTEM
KENTUCKY UTILITIES
YAZOO VALLEY ELECTRIC POWER
PENNSYLVANIA-AMERICAN WATER CO
JP Mascaro & Sons
UGI Penn Natural Gas, Inc.
PPL ELECTRIC UTILITIES
Lackawana River Basin
HARNETT COUNTY
CITY OF BREMEN
CITY OF CROSSVILLE
MIDDLE TENNESSEE NATURAL GAS
VEC
TOWN OF MOCKSVILLE
BSS Benfield Sanitation Services
EnergyUnited
GDS - Hickory
TOWN OF TAYLORSVILLE
Town of Springfield
Young's Propane
Triple T Trucking
Clarksdale Public Utilities
ATMOS ENERGY
ALLEGHENY POWER
Apple Valley Waste
BOROUGH OF WAYNESBORO
UGI CENTRAL PENN GAS
Monticello Utility Commission
South Kentucky
Cardinal Sanitation, Inc.
LEXINGTON UTILITIES
LEXINGTON ELECTRIC SYSTEM
Waste Connections of MS
LAFOLLETTE UTILITIES
Greater Dickson Gas Authority

Water Authority of Dickson County
DICKSON ELECTRIC SYSTEM
SOUTH JERSEY GAS
B & D Recycling, LLC
SAVANNAH UTILITY DEPT
TENNESSEE VALLEY ELECT COOP
Lewisburg Water & WasteWater
LEWISBURG ELETRIC
City Of Bardstown
LG & E
Ambrose Disposal Service
Christopher Partners, LLC
KOSCIUSKO WATER AND LIGHT PLANT
Peoples Natural Gas
Shank Waste Service
BERKSHIRE GAS COMPANY
Casella
NATIONALGRID
CITY OF NORTH ADAMS
Valley Waste Services
Penn Power
City Of LaFayette
North Georgia Electric
AMORY WATER AND ELECTRIC
VALLEY ENERGY
Sayre Developers LLC
RUSSELLVILLE UTILITIES
NEI Natural Environmental (MODERN)
VILLAGE OF ALBION
Morrisville Water & Light Dept
Savoy Texas LLC
Irving Oil Coporation
Casella Waster System
City of Russellville, KY
ELECTRIC PLANT BOARD
CITY OF CHEBOYGAN
CONSUMERS ENERGY
Triple D Sanitation
DTE Energy
DEMOPOLIS WATER WORKS
CITY OF OGDENSBURG
St. Lawrence Gas
Casella Waste Services

COLUMBIA GAS OF PA
SOMERSET TOWNSHIP MUNICIPAL AUTHORITY
Burgmeier's Hauling Inc.
City Of Lucedale
CITY OF PONTOTOC
PONTOTOC ELECTRIC POWER ASSOC.
COVINGTON GAS WATER & SEWER
COVINGTON ELECTRIC SYSTEM
MEMPHIS LIGHT GAS AND WATER
CITY OF MILLINGTON
LEICHFIELD WATER SEWER & GAS SYSTEM
KENTUCY UTILITIES
REAL DISPOSAL
MANSFIELD MUNIC. AUTHORITY
VILLAGE OF MALONE
TOWN OF PULASKI
PULASKI CO. PSA
CITY OF LIVE OAK FLORIDA
FLORIDA POWER AND LIGHT
CITY OF FOREST MS
CITY OF GRAFTON
Mountain State Waste
JEFFERSON CITY WATER DEPT.
Jefferson Cooke County
APPALACHIAN ELECTRIC COOP
LIVINGSTON CO WATER & SEWER AUTH
RG&E
Verde Technology Group
CITY OF MADISON
TRI COUNTY INDUSTRIES
Neshannock Township Sewer
CITY OF HINESVILLE
ROANOKE RAPIDS SANITARY DIST.
VILLAGE CENTER
COLUMBIA GAS OF KY
Rumpke
CITY OF PARIS KY
VILLAGE OF PENN YAN
Big's Sanitation Inc.
IRVING OIL
PUBLIC SVC OF NEW HAMPSHIRE
MILAN CONTAINER CO
CITIZENS GAS UTILITY

ONEIDA WATER & WASTEWATER
PLATEAU ELECTRIC COOP
CLEARFIELD MUNIC AUTH
D & G Sanitation
City Of Dillon
SCE&G
City of Hartsville
Town of Kingstree
Town Of Pageland
Lynches River Electric Coop
Town of Red Springs
Town Of Wadesboro
Grand Strand Water/Sewer Auth
City of Manning
Rigby Oil Company
City Of Newberry
Lowcountry Regional Water
City of Eastman
City of Cairo
City of Jackson
Ozark Utilities Board
Martin Environmental Services
City of Sandersville
Attaway Recycling
City of Hazlehurst
City of Adel
Batesburg Leesville
Mark Dunning Industries, Inc.
City of Geneva
City of Atmore
Town of Williamston
FORT HILL NATURAL GAS AUTHORITY
Georgia Natural Gas
City of Swainsboro
City of Baxley
THE CITY OF BLAKELY
Waste Management of Atlanta
City of Cornelia
TOWN OF ELIZABETH TOWN
City of Louisville
City of Monroeville
South Alabama Gas
City of Metter

All Green Services
City Of Brewton Utilities
FITZGERALD UTILITIES
City of Moultrie
City of Jesup
City of Sylvania
FORT HILL NATURAL GAS
City Of Pickens
Blue Ridge Electric Cooperative
City of Florence
City of Thomson
City Of Sylvester
LOUISA WATER CO.
AEP - KENTUCKY POWER
LONDON UTIL COMMISSIOIN
DELTA NATURAL GAS
Murray Electric System
Murray Municipal Utilities
Fleming-Mason Energy
Morehead Utility Plant Board
VEOLIA
TOWN OF AMHERST
Maysville Utility Commision
Columbia Gas
MASON CO GARBAGE
FLORIDA POWER & LIGHT
CITY OF MACCLENNY
TOWN OF LOUISA
RAPPAHANNOCK ELECT
Sequachee Valley Electric
Marion Gas & Water Works
Priority Waste
Shelbyville Municipal Water
CITY OF PLYMOUTH
Dominion Virginia Power
Persia Utility District
Holston Electric Coop.
Rogersville Water Commission
Hawkins County Gas Utility
Campbellsville Water & Sewer
Taylor County RECC
City Of Campbellsville
City Of McMinnville

McMinnville Electric System
City Of Henderson
City of Union City
Union City Electric System
Newport Utilities
Jefferson Cocke-Gas Utility
First Piedmont Corp
Delta Natural Gas Co., Inc
Water Service Corp. of KY
MT. Sterling Water & Sewer
City of Laurinburg
MonPower
City Of Buckhannon
Vectren Energy Delivery
Lebanon Utilities
River Valley Waste Management
Casella Waste Systems
Village of Sidney
Bayside Limited Partnership
City Of Morganfield Gas & Water
Town Of Elkin
City Of Oxford
River Valley Waste
Aqua Pennsylvania
UGI PENN NATURAL GAS
PPL Electric
City of Richmond Hill
Beaver Dam Water Works
Kenergy
Sylacauga Utilities Board
City of Sylacauga
Bliss Environmental Service Inc
City of Oneida
Pike County Light & Power Co.
UGI PNG, INC
Iowa American Water
Iowa America Water
MidAmerican Energy
City of Davenport
City of Moline
IL American Water
Ameren
Cass County Electric Coop

City of Fargo
City of Grand Forks
Nodak Electric Coop
City Water Light & Power
Ameren Illinois
Spire
Madison Gas & Electric
Des Moines Water Works
MidAmerican
City of Grand Island
NorthWestern Energy
Waterloo Water Works
Caseyville Township Sewer
City of O'Fallon
City of Wichita
Kansa Gas Service
Westar
City of Topeka
Kansas Gas Service
City Utilities of Springfield
Maguire Equipment
Lakeport Commons Center
KCP&L
City of St. Joseph
MO American Water
City of Fremont NE
Sioux Falls Utilities
Lincoln Electric System
City of Lincoln Water & Waste
West Des Moines Water Works
Independence utilities
City of Independence Utilities
KC Water
Ameren Missouri
City of Nampa
Colorado Springs Utilities
Rib Mountain Sanitary Dist
Wisconsin Public Service
City of Peoria
Illinois American Water
Greater Peoria Sanitary Dist
Cedar Rapids Municipal Utilities
Alliant Energy

City of Southaven
Vectren
City of Lafayette IN
Columbia Gas KY
KU
Carroll Electric Cooperative
City of Coralville
Public Works & Utilities
Best Value Services
Council Bluffs Water Work
City Utilities
Indiana Michigan Power
NIPSCO
Mishawaka Utilities
Montana-Dakota Utilities
Rapid City Utility Billing
Dakota Electric
City of Burnsville
City of Woodbury
South Valley Sewer District
Dominion Energy
City of South Jordan
Riverdale City
Meridian
Denver Water
City of East Peoria
WE Engies
Kenosha Southport LLC
Duke
Verendrye Electric Coop
City of Minot
Valparaiso City Utilities
Village of Ashwaubenon
Metropolitan Utilities District
Omaha Public Power District
City of Wyoming
City of Bismarck
Kochville Township
CITY OF ROSENBERG
Indiana American Water
Seymour Municipal Sanitation
Best Way Disposal
VECTREN ENERGY DELIV/ 6248

MADISON WATER & SEWA
CITY OF HAYS
MIDWEST ENERGY INC.
Ideal Refuse
BRIDGESTONE MUD
HARRIS COUNTY MUD# 132
Greensburg Municipal Water
Best Way Disposal Inc.
Sewerage System Service
Area Disposal Srv Inc-Ln
RLP Development
Hannibal Board of Public Works
Liberty Utilities
Big River Disposal
CITY OF GUYMON
Tri-County Electric
CITY OF GARDEN CITY
VICTORY ELECTRIC COOP
Brask Mall Services
CITY OF DODGE CITY
CITY OF ARKANSAS CITY
City of Pittsburg
MISSOURI GAS ENERGY
CARTHAGE WATER & ELETRIC
Heartland Waste
Henry County Water Co
City of Warrensburg Sewer
Missouri American Water
AMEREN UE
City of Excelsior Springs MO
CHILLICOTHE MUNICIPAL UTILITY
EMPIRE DISTRICT
MARSHALL MUNICIPAL UTLITIES
Summit Natural Gas of Missouru
City Utilities/MO
City of West Plains
City Light, Gas, & Water
CITY OF CRYSTAL CITY
AMEREN UE
Laclede Gas
MISSOURI-AMERICAN WATER
CITY OF MEXICO-Missouri
Dayne's Waste Disposal, Inc.

Handi-Shop
CITY OF MOBERLY
Randolph Co Sheltered Ind
CITY OF KIRKSVILLE
AMEREN-UE
KEOKUK MUNICIPAL
ALLIANT UTILITIES
RAY BRADLEY, INC.
MT. PLEASANT UTILITIES
Lance Refuse Service
TOWN & COUNTRY SANITATION
MADISON GAS AND ELECTRIC
BRIDGEPORT SANITARY DIST
VILLAGE OF MUKWONAGO
WE ENERGIES
City of Taylorville
CITY OF CENTRAILA
City of Mt. Vernon
CITY OF MT VERNON UT
VECTREN ENERGY
MT VERNON WATER WORKS
VEOLIA ENV SERVICES
Princeton Water & Sewage
WASHINGTON MUNIC UTIL
Veolia Environmental Services
Linton Utilities
REPUBLIC WASTE SERVICES
Crawfordsville Electric Light&Power
Crawfordsville Utilities
City of Wabash Wastewater
Wabash Valley Refuse
COLUMBIA CITY UTILITIES
AEP INDIANA MICHIGAN POWER
CITY OF KENDALLVILLE UTILITIES
HUNTINGTON CITY UTILITIES
New Castle Utility
Big B Rubbish Removal
GREENFIELD UTILITIES
Shelbyville Public Utilities
Ray's Trash Service Inc.
Martinsville Water & Sewer
Bedford City Utilities
MIDWEST NATURAL GAS

OHIO VALLEY GAS CORP
TELL CITY ELECTRIC
BATESVILLE WATER & GAS UTILITY
Aurora Utilities
City of Harrison
VECTREN ENERGY/6262
WILMINGTON UTILITY
DAYTON POWER & LIGHT
GREENVILLE WATERWORKS
DAYTON POWER AND LIGHT
CITY OF SIDNEY
DP&L
City Of Bellefontaine
GDF SUEZ ENERGY
P & R Disposal
DOMINION EAST OHIO
CITY OF CELINA UTILITIES
Maharg, Inc
VAN WERT WATER WORKS
Columbia Gas of Ohio
FREMONT CITY WATERWORKS
Constellation
Aqua Ohio, Inc
Aqua Ohio Inc.
COLUMBIA GAS OF OHIO
CITY OF TIFFIN
CITY OF BUCYRUS
Crawford County Solid Waste
KENTON WATER WORKS
OHIO EDISON
CITY OF LONDON
CITY OF WASH.C.H.
PIKE NATURAL GAS COMPANY
HILLSBORO PUBLIC UTILITIES
Department Of Public Utilities
CITY OF GALLIPOLIS
CITY OF JACKSON UTILITY DEPT
Cconstellation
CITY OF MARIETTA WATER DEPARTMENT
DOMINION EAST OHIO
City of Logan
CITY OF CIRCLEVILLE
CITY OF MOUNT VERNON OH

COLUMBIA GAS OF OH
The Energy Cooperative
Kimble
CITY OF COSHOCTON
OHIO EDISON ENERGY
J & J Refuse, Inc.
SALEM UTILITIES DEPT
THE ILLUMINATING CO
City of Chardon
THE ILLUMINATING CO
Major Waste Disposal Serv.
DOMINION
The Illuminating Company
City of Ashtabula
Rebublic Service
CITY OF FREEMONT
Pere Marquette Charter
Charter Township of Filer
CITY OF MANISTEE
CITY OF PETOSKEY
LITTLE TRAVERSE DISPOSAL
Houghton Lake Sewer Auth.
Emterra Environmental USA
VILLAGE OF CARO
Granger Container Service, Inc.
CITY OF ST. JOHNS WATER DEPT.
CITY OF THREE RIVERS
SEMCO ENERGY
Nissley Disposal Inc
HILLSDALE BPU
MICHIGAN GAS UTILITIES
Modern Waste Systems
CITY OF PIKEVILLE
Leron Industries Inc
CITY OF CORRY
NATIONAL FUEL
GREENVILLE WATER AUTHORITY
HEMPFIELD TOWNSHIP MUNIC
PENN AMERICAN WATER
DYERSBURG ELECTRIC
DYERSBURG GAS & WATE
City of Burkburnett
CITY OF SULPHUR SPRINGS

City of Sulpher Springs	Louisiana Water Co.
Waste Connection Of Texas	Entergy
City of Kingsville Water Dept.	CITY OF OPELOUSAS
Centerpoint Energy Entex	Cleco Electric
Geus	Lafayette Uiltities System
ORANGE COUNTY WATER CONTROL & IMPROVEMENT	Entergy (Louisiana Power & Light)
Bay City Gas Company	Lafayette Utilities System
AMERIWASTE OF TEXAS LLC	City of Leesville
CORSICANA WATER & SANITARY	Southwestern Electric Power Company
City of Pama	Atmos Louisiana Gas Service
City of Carlsbad New Mexico	City of West Monroe Waterworks
CITY OF CARLSBAD, NEW MEXICO	Lafourche Parish Water Dist # 1
Water District #1	CENTERPOINT ENERGY ENTEX
Consolidated Waterworks	WEST MEMPHIS UTILITY COMMISSION
City of Brenham	Graham County Electric Co.
Utility Department	Gila Resources\City of Stafford
City of LaGrange	Arizona Public Service Company
City of Granbury	Plaquemine City Light & Power
NAEC	ATMOS ENERGY-03
Northeast Public Water Authority, INC.	City of Melvern (Water Works)
City of Bellville	City of Andrew
City of Baytown	City of Dalhart Utility Department
East Cedar Creek Fresh Water	City of Las Vegas NM
City of Excelsior Springs	Continental Divide Electric Cooperative, Inc.
City of Slidell	City of Denham Spring
City of Natchitoches	GROVE MUNICIPAL SERVICES AUTHORITY
City of Gateville	City of Clinton
Magic Valley Electric Coop	City of Columbus-TX
Entergy (Arkansas Power & Light)	City of Elgin
ELECTRIC SERVICE & DEPOSIT - ENTERGY-01	Lumberton Municipal
Camden Water (City of Camden)	Coast Electric Power Assn
Entergy (prior name Arkansas Power & Light)	Diamondhead Water & Sewer District
Entergy-01	City o Woodville
Hope Water & Light	Clarksville Light & Water Company
Kennett Board of Public Works	Newport Municipal Water Company
City of Seabrook	ARKADELPHIA WATER CO
City of Mountain Home	Marshall Municipal Utilities
City of Kaufman	Overton Power District
Entergy (Mississippi Power & Light)	City of Page
Jefferson Parish	CITY OF SEALY
Gulf States Utility	MIDWEST ENERGY, INC
ENTERGY-03	CASCADE NATURAL GAS CORPORATION
Louisiana Power and Light	Northwest Alabama Gas

DEKALB CHEROKEE COUNTIES GAS DISTRICT
CULLMAN-JEFFERSON COUNTIES Gas District
Fayetteville Public Util
City of Alexander City Utilities
City of Marietta
Mayfield Electric & Water Systems
GLASGOW ELECTRIC PLANT BOARD
Moundsville Water Board
KENTUCKY POWER
Princeton Electric Plant Board
Princetown Water
Southeast Brunswick
County of Brunswick
City of Celina Utilities
Tulahoma Utilities Board
TULLAHOMA UTILITIES
Bryon City Clerk
Tell City Electric Department
Philadelphia Utilities
Columbia City Municipal Utilities
Arab Electric Coop
Arab Waterworks
Athen Utilities
Starkville Utilities
Muhlenberg County Water District
Harnett County Public Works
CITY OF TROY
VOLUNTEER ENERGY COOPERATIVE
LEXINGTON GAS SYSTEM
LA FOLLETTE UTILITIES
Dickson Electric
Gas Deposit - Greater Dickson Gas
TENNESSEE VALLEY ELECTRIC COOPERATIVE
CITY OF SAVANNAH
Kosciusko Light & Water Plant
ATMOS
North Georgia Electric Membership Corp
City of Amory Utilities Electric & Water
City of Chipley
Gulf Power Company
Valley Energy Sayre PA
City of Russellville
Alabama Power Company

Pontotoc Electric power Association
Covington, TN
City of Covington
Leithfield Water Sewer & Gas System
Holyoke Gas & Electric
City of Live Oak Florida, Utility Services
FLORIDA POWER AND LIGHT CO.
FPL
City of Forest
Appalachian Ele
WASHINGTON MUNICIPAL UTILITIES
The City of Monroe
Roanoke rapids Sanitary Dist
DOMINION NORTH CAROLINA POWER
Tombigbee Electric Association
City of Fulton
Gas utility District - Citizens Gas Utility
Plateau Electric Cooperative
Oneida
Mt Vernon
Clearfield Municipal Authority
CENTRAL PENN GAS.
Louisiana water
London Utility Comm
Murray, KY
Maysville, KY
Water Deposit
Sequachee Valley Electric Cooperative
Martinsville Municipal
Shelbyville, Kentucky
Holston Electric
Princeton, IN
Porthsmouth
CONNECTION FEE - MCMINNVILLE ELECTRIC SYSTEM
THE CITY OF HENDERSON
GAS DEPOSIT&WATER SEWER DEPOSIT - AURORA UTILITIES
DEPOSIT - LINTON UTILITIES
WATER SERVICE CORP OF KENTUCKY
CRAWFORDSVILLE ELECTRIC LIGHT & POWER
City of MorganField
Progress Energy (Duke)
Oxford Waterworks
City of Richmond

CITY OF LEBANON
KENERGY CORP
CITY OF BEAVER DAM - KY
PIKE COUNTY LIGHT & POWER CO
Village of Jefferson
CASS COUNTY ELECTRIC COOPERATIVE
NODAK ELECTRIC COOPERATIVE
City, Water Light & Power
BOA-NW Energy
CITY OF TOPEKA KS
City Utilities of Springfield MO
CITY OF NAMPA ID
ENTERGY-02
CITY OF LAFAYETTE INDIANA
CARROLL ELECTRIC COOPERATIVE COOPERATIVE
BOA- Council Bluffs Water
CITY UTILITIES - FT WAYNE IN
AMEREN ILLINOIS COMPANY
CITY OF WYOMING MICHIGAN

Royce & Associates, LP
Simplex Trading LLC
Susquehanna Financial Group LLLP
The Vanguard Group, Inc.

Equity Holders

A.R.T. Advisors LLC
Arrowstreet Capital LP
Axar Capital Management LP
BlackRock Fund Advisors
Bridgeway Capital Management, Inc.
Crescent Grove Advisors LLC
Diametric Capital LP
Dimensional Fund Advisors LP
Driehaus Capital Management LLC
EAM Global Investors LLC
EAM Investors LLC
Fuller & Thaler Asset Management, Inc.
Geode Capital Management LLC
Group One Trading LP
Invesco Capital Management LLC
LPL Financial LLC
Marshall Wace North America LP
Mountaineer Partners Management LLC
Northern Trust Investments, Inc.(Investment Management)
Paradigm Capital Management, Inc.
Park West Asset Management LLC
Renaissance Technologies LLC

Schedule 2

Client Match List

Hudson Group Retail, LLC
The Kroger Co.
Marsh Merger Sub LLC
Moran Foods LLC
Office Depot
PVH Corp.
VF Corporation

Exhibit B

Engagement Letter



March 18, 2020

Stage Stores, Inc.
2425 West Loop South, 11th Floor
Houston, TX 77027

Attention: Michael Glazer
Chief Executive Officer

Ladies and Gentlemen:

This letter agreement confirms the terms under which Stage Stores, Inc. (the “Company”) has engaged PJ Solomon, L.P. and/or its affiliate PJ Solomon Securities, LLC (collectively, “Solomon”) as its financial advisor and/or placement agent with respect to a possible Transaction (as defined below) and with respect to such other financial matters as to which the Company and Solomon may agree in writing during the term of this agreement. For purposes hereof, the term “Company” includes affiliates of the Company and any entity that the Company or its affiliates may form or invest in to consummate a Transaction, and shall also include any successor to or assignee of all or a portion of the assets and/or businesses of the Company whether pursuant to a Plan (as defined below) or otherwise. The parties agree that the Company reserves the right to pay success-based or advisory fees to other third-party advisors in connection with any Financing (it being understood that such fees shall not affect the Company’s payment obligations hereunder). Furthermore, during the term of this agreement, the Company shall ensure that no other third party financial advisor shall market a Financing on behalf of the Company. The Company and Solomon entered into a previous engagement letter dated September 13, 2019 (the “Initial Engagement Letter”). This agreement amends and restates the Initial Engagement Letter and supersedes the terms of the Initial Engagement Letter in all respects.

1. Solomon will perform the following financial advisory services:

a. **General Financial Advisory Services.** Solomon will:

- i. to the extent it deems necessary, appropriate and feasible, familiarize itself with the business, operations, properties, financial condition and prospects of the Company; and
- ii. if the Company determines to undertake a Transaction advise and assist the Company in structuring and effecting the financial aspects of such a transaction or transactions, subject to the terms and conditions of this agreement.

b. **Restructuring Services.** If the Company pursues a Restructuring (as defined below), Solomon will:

- i. provide financial advice and assistance to the Company in developing and seeking approval of a Restructuring plan (as the same may be modified from time to time, a "Plan"), which may be a plan under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code");
- ii. if requested by the Company, in connection therewith, provide financial advice and assistance to the Company in structuring any new securities to be issued under the Plan;
- iii. if requested by the Company, advise and assist the Company in negotiations with entities or groups affected by the Plan; and
- iv. if requested by the Company, participate in hearings before the Bankruptcy Court (as defined below) with respect to the matters upon which Solomon has provided advice, including, as relevant, coordinating with the Company's counsel with respect to testimony in connection therewith.

For purposes of this agreement, the term "Restructuring" means any recapitalization or restructuring (including, without limitation, through any exchange, conversion, cancellation, forgiveness, retirement and/or a material modification or amendment to the terms, conditions or covenants thereof) of the Company's preferred equity and/or debt securities and/or other indebtedness, obligations or liabilities (including preferred stock, unfunded pension and retiree medical liabilities, partnership interests, lease obligations, trade credit facilities and/or contract or tort obligations), including pursuant to a repurchase or an exchange transaction, a Plan or a solicitation of consents, waivers, acceptances or authorizations.

- c. **Financing Services.** If the Company pursues a Financing (as defined below), Solomon will:
 - i. provide financial advice and assistance to the Company in structuring a Financing, identifying potential Investors (as defined below) and, at the Company's request, contacting such Investors;
 - ii. if Solomon and the Company deem it advisable, assist the Company in developing and preparing a memorandum (with any amendments or supplements thereto, the "Financing Offering Memorandum") to be used in soliciting potential Investors, it being agreed that (A) the Financing Offering Memorandum shall be based entirely upon information supplied by the Company, (B) the Company shall be solely responsible for the accuracy and completeness of the Financing Offering Memorandum, and (C) other than as contemplated by this subparagraph (c)(ii), the Financing

Offering Memorandum shall not be used, reproduced, disseminated, quoted or referred to at any time in any way, except with Solomon's prior written consent; and

- iii. if requested by the Company, advise and assist the Company in negotiations with potential Investors.

For purposes of this agreement, the term "Financing" means an issuance, sale or placement of the equity, equity-linked or debt securities, instruments or obligations of the Company which is exempt from the registration requirements of the U.S. Securities Act of 1933, as amended (the "Securities Act") with one or more lenders and/or investors, or any loan or other financing, including, without limitation, any "debtor in possession financing" or "exit financing" in connection with a case under the Bankruptcy Code or a rights offering (each such lender or investor, an "Investor").

It is understood and agreed that nothing contained herein shall constitute an expressed or implied commitment by Solomon to act in any other capacity or to underwrite, place or purchase any Financing or securities. The Company agrees that during the term of this agreement, without the consent of Solomon, (i) it will not pursue any financing transaction which would be in lieu of a Financing hereunder and (ii) all inquiries, whether direct or indirect, from prospective investors in a Financing will be referred to Solomon.

- d. **Sale Services.** If the Company pursues a Sale (as defined below), Solomon will:

- i. provide financial advice and assistance to the Company in connection with a Sale, identify potential acquirers and, at the Company's request, contact such potential acquirers;
- ii. at the Company's request, assist the Company in preparing a memorandum (with any amendments or supplements thereto, the "Sale Memorandum") to be used in soliciting potential acquirers, it being agreed that (A) the Sale Memorandum shall be based entirely upon information supplied by the Company, (B) the Company shall be solely responsible for the accuracy and completeness of the Sale Memorandum, and (C) other than as contemplated by this subparagraph (d)(ii), the Sale Memorandum shall not be used, reproduced, disseminated, quoted or referred to at any time in any way, except with Solomon's prior written consent; and
- iii. if requested by the Company, advise and assist the Company in negotiations with potential acquirers.

For purposes of this agreement, the term "Sale" means the disposition to one or more third parties in one or a series of related transactions of (x) all or a material portion of the equity interests of the Company by the equity holders of the Company or (y) all or a material portion of the assets (including the assignment of any executory contracts) or businesses of the Company or its subsidiaries, in either case, including through a sale or exchange of capital stock or other equity interest, options or assets (including, without limitation, by acceptance of a credit bid), a lease of assets with or without a purchase option, a merger, consolidation or other business combination, a spin-off or split-off, an exchange or tender offer, a recapitalization, the formation of a joint venture, partnership or similar entity, or any similar transaction and the term "Transaction" means any Restructuring, Financing or Sale or all of them.

In rendering its services to the Company hereunder, Solomon is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Transaction or other transaction. The Company agrees that Solomon shall not have any obligation or responsibility to provide accounting, audit, "crisis management," or business consultant services for the Company and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements, or to provide any fairness or valuation opinions or any advice or opinions with respect to solvency in connection with any transaction. The Company confirms that it will rely on its own counsel, accountants and similar expert advisors for legal, accounting, tax and other similar advice.

In order to coordinate effectively the Company's and Solomon's activities to effect a Transaction, the Company will promptly inform Solomon of any discussions, negotiations or inquiries regarding a possible Transaction (including any such discussions, negotiations or inquiries that have occurred in the six month period prior to, or at any time on or after, the date of this agreement).

The Company shall make available to Solomon all information concerning the business, assets, operations, financial condition and prospects of the Company that Solomon reasonably requests in connection with the services to be performed for the Company hereunder and shall provide Solomon with reasonable access to the Company's officers, directors, employees, independent accountants and other advisors and agents as Solomon shall deem reasonably appropriate. With respect to any financial forecasts (including cost savings and synergies) that may be furnished to or discussed with Solomon by the Company or any other party, Solomon will rely on such forecasts and will assume that they have been reasonably prepared and reflect the best then currently available estimates and judgment of the Company's or such other party's management. The Company represents that all information furnished by it or on its behalf to Solomon (including information contained in any Financing Offering Memorandum and/or Sale Memorandum), when

delivered, will be true and correct in all material respects, will be prepared in good faith, 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. The Company recognizes and confirms that in advising the Company and completing its engagement hereunder, Solomon will be using and relying on publicly available information and on data, material and other information furnished to Solomon by the Company and other parties. It is understood that in performing under this agreement Solomon may assume and rely upon the accuracy and completeness of, and is not assuming any responsibility for independent verification of, such publicly available information and the other information so furnished. The Company will promptly notify Solomon if the Company learns of any material inaccuracy or misstatement in, or any material omission from, any such information (including forecasts) furnished by the Company or any other party to Solomon or any such publicly available information.

2. Solomon's compensation for services rendered under this agreement will consist of the following cash fees:
 - a. **Initial Fee and Monthly Advisory Fees.**
 - i. A financial advisory fee of \$250,000, which shall be due and payable by the Company upon the execution of this agreement (the "Initial Fee").
 - ii. A monthly financial advisory fee of \$150,000 (the "Monthly Advisory Fee"), which shall become due and payable on the earlier of (x) the business day following the date on which the Company files for chapter 11 bankruptcy protection or (y) May 1, 2020, and thereafter on each monthly anniversary of the date of first payment during the term of this agreement. The aggregate amount of Monthly Advisory Fees actually paid to Solomon following payment of the third Monthly Advisory Fee shall be credited, once, against any Restructuring Transaction Fee, Sale Transaction Fee or Financing Transaction Fee, as the case may be, payable to Solomon pursuant to subparagraphs (b)-(d) below.
 - b. **Restructuring Transaction Fee.** If at any time during the term of this agreement or within the twelve months following the termination of this agreement (the "Fee Period"), (x) any Restructuring is consummated or (y)(1) an agreement in principle, definitive agreement or Plan to effect a Restructuring is entered into and (2) concurrently therewith or at any time thereafter (including following the expiration of the Fee Period), any Restructuring is consummated, the Company shall pay Solomon a transaction fee (a "Restructuring Transaction Fee") at the closing thereof equal to 1.0% of the sum of (i) the aggregate principal amount of the Company's funded indebtedness (including accrued and unpaid interest), (ii)

the liquidation preference of the Company's preferred stock (including any accrued and unpaid dividends) and (iii) the face value of any other obligations (including, for the avoidance of doubt, lease obligations), in the case of clauses (i), (ii) and (iii), restructured or recapitalized (including without limitation, through any exchange, conversion, cancellation, forgiveness, retirement and/or material modification or amendment to the terms, conditions or covenants thereof).

Notwithstanding anything to the contrary in this agreement, in connection with any Restructuring that is intended to be effected, in whole or in part, as a prepackaged, partial prepackaged or prearranged plan of reorganization anticipated to involve the solicitation of acceptances of such plan in compliance with the Bankruptcy Code, by or on behalf of the Company, from holders of any class of the Company's securities, indebtedness or obligations (a "Prepackaged Plan") the Restructuring Transaction Fee shall be payable (x) (i) in the case of a Prepackaged Plan that takes the form of prepackaged or partial prepackaged plan or reorganization, 50.0% upon receipt of votes from the Company's creditors necessary to confirm such Prepackaged Plan or (ii) in the case of a Prepackaged Plan that takes the form of a prearranged plan of reorganization, 50.0% upon obtaining indications of support from the Company's creditors that in the good faith judgment of the Board of Directors of the Company are sufficient to justify filing such Prepackaged Plan, and (y) the balance shall be payable upon consummation of such Restructuring.

c. **Financing Transaction Fee.** If at any time during the Fee Period, the Company (x) consummates any Financing or (y)(1) the Company receives and accepts written commitments for one or more Financings (the execution by a potential financing source and the Company of a commitment letter or securities purchase agreement or other definitive documentation shall be deemed to be the receipt and acceptance of such written commitment) and (2) concurrently therewith or at any time thereafter (including following the expiration of the Fee Period) any Financing is consummated, the Company will pay to Solomon a financing fee equal to the applicable percentage below of the gross proceeds of, or if greater, maximum lending or funding commitment under, such Financing (a "Financing Transaction Fee"):

- i. 1.0% for senior secured debt (including any debtor-in-possession financing and any revolving credit facility); provided, however, that the Financing Transaction Fee in respect of debtor-in-possession Financing provided by Wells Fargo and/or Pathlight shall be 0.50%;
- ii. 2.0% for junior secured, "last-out" or "FILO" debt, unitranche debt (*i.e.*, combining different types of debt, such as senior and subordinated, into one instrument) and subordinated or mezzanine debt;

- iii. 5.0% for common, preferred or other equity, including, without limitation, securities or debt convertible into equity or equity-linked debt; and
- iv. with respect to any other securities or indebtedness issued, such financing fees or other compensation as shall be customary under the circumstances and mutually agreed by the Company and Solomon.

It is understood and agreed that if the proceeds of any such Financing are to be funded in more than one stage, the aggregate proceeds to be raised in all stages of such Financing shall be deemed to have been received, and Solomon shall be entitled to the applicable compensation hereunder calculated based on such aggregate proceeds, upon the closing date of the first stage thereof.

- d. **Sale Transaction Fee.** If at any time during the Fee Period, (x) any Sale is consummated or (y)(1) an agreement in principle or definitive agreement to effect a Sale is entered into, and (2) concurrently therewith or at any time thereafter (including following the expiration of the Fee Period) any Sale is consummated, the Company shall pay Solomon a transaction fee (a "Sale Transaction Fee") at the closing thereof, which shall be equal to a percentage of Aggregate Consideration (as defined below) paid or payable in connection with a Sale in accordance with the fee schedule set forth on Exhibit B hereto; provided, however, that the minimum Sale Transaction Fee payable to Solomon pursuant to this sentence in connection with any Sale shall be \$2.0 million.

For purposes of this agreement, the term "Aggregate Consideration" means the total amount of cash and the fair market value (on the date of payment and as determined by Solomon in good faith) of all equity interests and other property paid or payable, directly or indirectly, by the acquiring party (the "Acquiror") to the acquired party or the seller of the acquired business (in either case, the "Acquired"), or to the Acquired's contract parties, claim holders, equity holders and employees, or by the Acquired to the Acquired's contract parties, claim holders, equity holders and employees, in connection with a Sale or a transaction related thereto (including, without limitation, the face amount of any indebtedness, securities or other property "credit bid" in any Sale) and amounts paid by the Acquiror (i) pursuant to covenants not to compete, employment contracts, employee benefit plans or other similar arrangements of the Acquired and (ii) to holders of any warrants, stock purchase rights, convertible securities or similar rights of the Acquired and to holders of any options or stock appreciation rights issued by the Acquired, whether or not vested). Aggregate Consideration shall also include the value of any short-term and long-term liabilities (including obligations relating to any capitalized leases and the principal amount of any indebtedness for borrowed money) (x) existing on the Acquired's balance sheet at the time of a Sale or repaid or retired in anticipation of

a Sale (if such Sale takes the form of a merger or sale or exchange of stock) or (y) assumed directly or indirectly by the Acquiror in connection with a Sale (if such Sale takes the form of a sale or exchange of assets). Aggregate Consideration shall also include (i) the value of any current assets not sold to the Acquiror minus (ii) the value of any current liabilities not assumed by the Acquiror, each such value as of the closing date of the Sale and as determined by Solomon in good faith. If a Sale takes the form of a sale of equity interests or recapitalization of the Company (including, without limitation, an extraordinary dividend, a spin-off, split-off or similar transaction), Aggregate Consideration shall also include the fair market value (on the closing date of the Sale and as determined by Solomon in good faith) of (i) the equity interests of the Company retained by the Company's equity holders and/or creditors following the consummation of such transaction and (ii) any cash, equity interests (including equity interests of subsidiaries) or other consideration received by the Company's equity holders and/or creditors in exchange for or in respect of equity interests of and/or claims against the Company in connection with such transaction (all such cash, equity interests or and/or claims against other consideration received by such equity holders and/or creditors being deemed to have been paid to such equity holders and/or creditors in such transaction). In the event that any part of the consideration in connection with any Sale will be payable (whether in one payment or a series of two or more payments) at any time following the consummation thereof, the term Aggregate Consideration shall include the present value of such future payment or payments, as determined by Solomon and the Company in good faith. As used in this agreement, the terms "payment", "paid" or "payable" shall be deemed to include, as applicable, the issuance or delivery of equity interests or other property other than cash.

Each party hereto acknowledges and agrees that Solomon's restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities, some or all of which may be required during the term of Solomon's engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit of Solomon's services hereunder could not be measured merely by reference to the number of hours to be expended by Solomon's professionals in the performance of such services. Each party hereto also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of Solomon and that the actual time and commitment required of Solomon and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for Solomon. In addition, given the numerous issues with Solomon's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Solomon's services for engagements of this nature in an out-of-court context, each party hereto agrees that the fee and expense arrangements hereunder are reasonable under all applicable legal standards. In addition,

the Company and Solomon acknowledge and agree that more than one fee may be payable to Solomon under subparagraphs 2(b)-(d) hereof in connection with any single transaction or a series of transactions, it being understood and agreed that (i) if more than one fee becomes so payable to Solomon in connection with a series of transactions (*e.g.*, a debtor-in-possession Financing, a Sale Transaction and an “exit” Financing occur), each such fee shall be paid to Solomon and (ii) if more than one fee becomes so payable to Solomon in connection with a single transaction where proceeds would otherwise be double-counted (*e.g.*, a Financing Transaction Fee is triggered in connection with raising “exit” Financing and the proceeds from such “exit” Financing are used to pay down existing obligations of the Company which would trigger a Restructuring Transaction Fee), the highest of such fees shall be paid to Solomon.

3. In addition to any fees payable by the Company to Solomon hereunder and without in any way reducing or affecting the provisions of Exhibit A hereto, the Company shall, whether or not any transaction contemplated by this agreement shall be proposed or consummated, reimburse Solomon on a monthly basis for its reasonable and documented out-of-pocket expenses (including, without limitation, travel and lodging, data processing and communication charges, research and courier services) incurred in connection with, or arising out of, Solomon’s activities under or contemplated by this agreement or in the execution and delivery of this agreement or enforcement of Solomon’s rights hereunder, including all reasonable and documented fees, disbursements and other charges of counsel to be retained by Solomon (without the requirement that the retention of such counsel be approved by the Bankruptcy Court) and of other consultants and advisors retained by Solomon; provided, however that the amount of such fees and expenses for which Solomon may seek reimbursement from the Company under this Section 3 shall not exceed \$100,000 in the aggregate without the Company’s consent (not to be unreasonably withheld). The Company shall also reimburse Solomon, at such times as Solomon shall request, for any sales, use or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to or contemplated by, this agreement. Such reimbursements shall be made promptly upon submission by Solomon of statements for such expenses.
4. The Company agrees that the provisions of Exhibit A hereto are an integral part of this agreement and the terms of Exhibit A are incorporated by reference herein. Exhibit A shall survive any termination or expiration of this agreement.
5. This agreement may be terminated by either the Company or Solomon at any time, upon 30 days’ prior written notice thereof to the other party; provided, however, that (a) termination of this agreement shall not affect the Company’s continuing obligations and agreements under paragraphs 4 through 14 and Exhibit A hereof, (b) notwithstanding any such termination, Solomon shall be entitled to the full fees in the amounts and at the times provided for in paragraph 2 hereof and (c) any termination of this agreement shall not affect the Company’s obligation to pay any accrued fees or reimburse expenses accruing prior to

such termination to the extent provided in paragraphs 2-3 hereof. Notwithstanding the foregoing, the Company may terminate this agreement "with cause" (as defined below) without providing any notice to Solomon. "With cause" shall mean that actions or failures to act of Solomon (other than an action or failure to act undertaken at the request or with the written consent of the Company) in the performance of its services under this agreement constituted gross negligence or willful misconduct (in each case, after notice and a reasonable opportunity to cure).

6. Solomon and the Company agree that the terms of that certain Confidentiality Agreement dated as of August 26, 2019 (the "Confidentiality Agreement") shall remain in effect and govern all information shared by the Company during the term of this agreement.
7. Solomon has been retained under this agreement as an independent contractor with no agency relationship to the Company or to any other party, it being understood that Solomon shall have no authority to bind, represent or otherwise act as agent, executor, administrator, trustee, lawyer or guardian for the Company, nor shall Solomon have the authority to manage money or property of the Company. The advice (oral or written) rendered by Solomon pursuant to this agreement is intended solely for the benefit and use of the Board of Directors of the Company in considering the matters to which this agreement relates, and the Company agrees that such advice may not be disclosed or relied upon by any other person or entity (including, without limitation, securityholders, affiliates or creditors of the Company), used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner for any purpose, nor shall any public references to Solomon be made by the Company, without the prior written consent of Solomon; provided, however, that such advice may be disclosed (i) on a confidential, non-reliance, need-to-know basis to the Company's management employees, legal counsel, accountants, auditors, and other advisors as the Company reasonably determines is necessary and (ii) as required or requested under applicable law, regulation, or legal, judicial, or administrative process, or pursuant to a court order (in which case, the Company agrees that such disclosure shall be reasonable and customary and limited to only that information that the Company is advised by counsel that it is required to disclose and the Company agrees to notify Solomon in advance of any such disclosure, and provide Solomon an opportunity to comment on, any such disclosure). Solomon and its affiliates will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by other parties who are providing services to the Company in connection with a Transaction.
8. The Company shall comply, and shall assist Solomon in complying, with all federal and state securities laws and regulations applicable to a Financing. The Company represents and agrees that it has not taken and will not take, directly or indirectly, any action if, as a result, the offer and sale of any of securities contemplated hereby would fail to be entitled to the exemption from registration requirements of the Securities Act provided for in Section 4(a)(2) thereof or Rule 506 of Regulation D. In particular, the Company will not

- (i) offer or sell any securities as contemplated hereby by means of any form of general solicitation or general advertising or (ii) offer or sell any securities as contemplated hereby to any person who is not an institutional "accredited investor" (as defined in Rule 501 under the Securities Act) or a qualified institutional buyer (as defined in Rule 144A under the Securities Act). The Company will exercise reasonable care to assure that the purchasers of such securities are not underwriters within the meaning of Section 2(a)(11) of the Act. Furthermore, the Company has not, directly or indirectly, made any offer or sale, or will, directly or indirectly, make any offer or sale, of any security which is or would be integrated with the sale of any security contemplated hereby in a manner that would require any applicable security to be registered under the Securities Act. As used herein, the terms "offer" and "sale" have the meanings specified in Section 2(a)(3) of the Securities Act.
9. The Company shall cause to be furnished to Solomon at each closing of a Financing involving securities copies of such agreements, opinions, certificates and other documents as Solomon may reasonably request. In addition, the Company shall be deemed to make all the representations and warranties to Solomon that the Company has made to the purchasers of any Financing involving securities in any purchase agreement or other document and Solomon shall be entitled to rely upon, the same opinions of counsel that are provided to the purchasers in such Financing.
 10. The Company agrees that in any press release announcing a Transaction issued by the Company, the Company will include in such press release a reference to Solomon's role as financial advisor or placement agent, as applicable, to the Company with respect to such Transaction in form and substance reasonably satisfactory to Solomon. The Company agrees that Solomon shall have the right, after the signing of a definitive agreement in respect of a Transaction and public announcement made by the Company related thereto, to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder and otherwise use customary "tombstones" and describe its services hereunder in any form of media or in Solomon's marketing materials; provided, that Solomon shall seek prior consent from the Company in respect of any terms contained in such advertisement which have not been previously publicly disclosed (which consent shall not be unreasonably withheld).
 11. This agreement shall be deemed to be made in New York, New York. This agreement and all controversies arising from or relating to performance of this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to such state's rules concerning conflicts of laws that might provide for any other choice of law. The Company hereby irrevocably consents to personal jurisdiction in the Supreme Court of the State of New York in New York County, Commercial Part for the purposes of any suit, action or other proceeding arising out of this agreement or any of the agreements or transactions contemplated hereby, which is brought by or against the Company, hereby waives any objection to venue with respect thereto, and

hereby agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court, and that such court shall have exclusive jurisdiction over any claims arising out of or relating to such agreements or transactions; provided that in the event that the Company becomes a debtor under chapter 11 of the Bankruptcy Code, during any such case, any such claims may also be heard and determined in the Bankruptcy Court. If and only if the foregoing court does not have jurisdiction over any such suit, action or other legal proceeding, such suit, action or legal proceeding may be brought in the United States District Court for the Southern District of New York (and in such instance, each of the parties hereto agrees to submit to the exclusive jurisdiction of such court). The Company hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Company at its address set forth above, such service to become effective ten (10) days after such mailing. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT OR CONDUCT IN CONNECTION WITH SOLOMON'S ENGAGEMENT IS HEREBY WAIVED BY THE COMPANY.

12. This agreement may not be assigned by either party hereto without the prior written consent of the other, to be given in the sole discretion of the party from whom such consent is being requested. Any attempted assignment of this agreement made without such consent shall be void and of no effect, at the option of the non-assigning party. Subject to the foregoing, this agreement shall be binding upon Solomon and the Company and their respective successors and permitted assigns (including, in the case of the Company, any successor to all or a portion of the assets and/or the businesses of the Company under a Plan). This agreement (including Exhibit A) and the Confidentiality Agreement embody the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this agreement is determined to be invalid or unenforceable in any respect, such determination will not affect the agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby. This agreement is solely for the benefit of the Company, Solomon and, to the extent expressly set forth herein, the Indemnified Parties (as defined in Exhibit A) and no other party shall be a third-party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this agreement.
13. The Company represents and warrants that the Company does not appear on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury, nor is it a prohibited party according to other U.S. government regulatory or enforcement agencies.
14. In the event that the Company becomes a debtor under chapter 11 of the Bankruptcy Code, the Company shall apply promptly to the bankruptcy court having jurisdiction over the

chapter 11 case or cases (the “Bankruptcy Court”) for the approval pursuant to sections 327(a) and 328(a) of the Bankruptcy Code of this agreement and Solomon’s retention by the Company under the terms of this agreement, subject only to the standard of review provided for in Section 328(a) of the Bankruptcy Code, and not subject to the standard of review under section 330 of the Bankruptcy Code or any other standard of review, and shall use its best efforts to obtain Bankruptcy Court authorization thereof. The Company shall supply Solomon and its counsel with a draft of such application and the proposed order authorizing Solomon’s retention that is proposed to be submitted to the Bankruptcy Court sufficiently in advance of the filing of such application or the submission of such order, as the case may be, to enable Solomon and its counsel to review and comment thereon. Solomon shall have no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Solomon’s retention under the terms of this agreement is approved under Section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to Solomon in all respects. Solomon acknowledges that in the event that the Bankruptcy Court approves its retention by the Company pursuant to the application process described in this paragraph, payment of Solomon’s fees and expenses shall be subject to (i) the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any order approving Solomon’s retention, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final fee applications. In the event that the Company becomes a debtor under the Bankruptcy Code and Solomon’s engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of Solomon hereunder (including, without limitation, the fees and expenses of Solomon’s counsel) as promptly as practicable in accordance with the terms hereof. Prior to commencing a chapter 11 case, the Company shall pay all undisputed amounts theretofore due and payable to Solomon in cash.

In any such chapter 11 case or cases, the Company agrees that Solomon’s post-petition compensation as set forth herein and payments made pursuant to the expense reimbursement and other provisions of this agreement, including, without limitation, Exhibit A, shall be entitled to priority as expenses of administration under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code and shall further be entitled to the benefits of any “carve-outs” for professional fees and expenses (which carve-outs shall be adequate to enable the Company to pay promptly Solomon the compensation and expense reimbursement contemplated hereby taking into account the Company’s obligations to other professionals entitled to the benefit of the carve-outs) in effect in such cases pursuant to one or more financing orders entered by the Bankruptcy Court. The Company shall use its best efforts to ensure that any cash collateral order, debtor-in-possession financing order and/or similar order entered in such chapter 11 case or cases (a) permits the use of cash collateral and financing proceeds for the full and prompt payment of all of Solomon’s fees and expenses contemplated hereby (including, without limitation, all fees contingent upon the occurrence of transactions), and

(b) contains the agreements by the lenders (or parties whose cash collateral is being used) that Solomon's fees and expenses shall be paid at the times and from the sources specified herein.

15. The Company understands that Solomon is an affiliate of Natixis (together with its affiliates including Solomon, "Natixis") and that Natixis engages globally in a wide variety of financing, commodities, derivatives, commercial banking, investment banking, securities trading and brokerage activities, asset management and financial advisory services. In the ordinary course of its activities Natixis may at any time (i) be in possession of non-public information that it does not disclose to the Company and (ii) hold long or short positions, or trade or otherwise effect transactions, for its own account or customer accounts, in the debt or equity of (or other financial instruments relating to) persons or entities that may be involved or otherwise have interests in the Transaction or may provide investment banking and other services or financing to such persons or entities. The Company further understands and agrees that Natixis may exercise voting power or other types of discretion over loans or securities of (or other financial instruments relating to) persons or entities that may be involved in the Transaction and that Natixis may exercise such powers or discretion and otherwise perform its functions in connection with any fiduciary and other relationships without regard to its relationship to the Company.
16. This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this agreement by telecopier or e-mail (including by pdf or other electronic format) shall be as effective as delivery of a manually executed counterpart signature page of this agreement. No failure or delay by Solomon in exercising any right, power or remedy hereunder or pursuant hereto, or any failure to give notice of any breach of or to require compliance with any term of this agreement, shall operate as a waiver thereof. Notice required to be given in writing pursuant to any of the provisions of this letter agreement shall be mailed by next-day delivery using a nationally-recognized overnight courier or hand-delivered (a) if to the Company, at the address set forth above, Attention: General Counsel and (b) if to Solomon, at 1345 Avenue of the Americas, 31st Floor, New York, New York 10105, Attention: General Counsel.

* * *

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing this letter, which shall thereupon constitute a binding agreement between Solomon and the Company.

Very truly yours,

PJ SOLOMON, L.P.

By: PJ Solomon GP, LLC
Its General Partner

By: David A. Shiffman
Name: David A. Shiffman
Title: Managing Director

PJ SOLOMON SECURITIES, LLC

By: David A. Shiffman
Name: David A. Shiffman
Title: Managing Director

Accepted and Agreed to:

STAGE STORES INC.

By: Michael Gilgzer
Name: Michael Gilgzer
Title: President & CEO

EXHIBIT A

Reference is made to the agreement attached hereto between Solomon and the Company. Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the agreement. As further consideration under the agreement, the Company shall indemnify and hold harmless Solomon and its affiliates, counsel, and other professional advisors, and the respective directors, officers, members, partners, controlling persons, agents, and employees of each of the foregoing (Solomon and all of such other persons collectively, the "Indemnified Parties"), from and against any losses, claims, or proceedings including stockholder actions, damages, judgments, assessments, investigation costs, third-party subpoenas, settlement costs, fines, penalties, arbitration awards, other liabilities, costs, fees, and expenses (collectively, "Losses") (i) related to or arising out of (A) written information provided by the Company, the Company's employees or other agents, which either the Company or Solomon provides to any persons, or (B) other action or failure to act by the Company, the Company's employees or other agents, or Solomon at the Company's request or with the Company's consent, or (ii) otherwise related to or arising out of the engagement of Solomon under this agreement, the Financing, or any other transaction or conduct in connection therewith, provided that this clause (ii) shall not apply to the extent that it is determined by a final, non-appealable judgment of a court of competent jurisdiction that such Losses arose out of the fraud, willful misconduct, gross negligence, or bad faith of such Indemnified Party. If multiple claims are brought against an Indemnified Party in an arbitration, with respect to at least one of which indemnification is permitted under applicable law and provided for under this agreement, the Company agrees that any arbitration award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available. It is understood that the indemnification provisions of this Exhibit A shall not apply to any claim, action, suit or proceeding that is brought by the Company directly against any Indemnified Party, except that the indemnification provisions of this Exhibit A shall apply in any instance where the Company and the Indemnified Parties are both defendants in the same third party claim (a "Primary Claim") and the Company brings a claim that directly arises out of the underlying facts of such Primary Claim against any Indemnified Party.

The Company shall further reimburse any Indemnified Party promptly for, or at the Indemnified Party's option advance amounts sufficient to cover, any legal or other fees or expenses as they are incurred (i) in investigating, preparing, or pursuing any action or other proceeding (whether formal or informal) or threat thereof, whether or not in connection with pending or threatened litigation or arbitration and whether or not any Indemnified Party is a party (an "Action") and (ii) in connection with enforcing such Indemnified Party's rights under this agreement and Exhibit A to the agreement; provided, however, to the extent that it is determined by a final, non-appealable judgment of a court of competent jurisdiction that the Losses of such Indemnified Party arose out of the fraud, willful misconduct, gross negligence, or bad faith of an Indemnified Party, such Indemnified Party will promptly remit to the Company any amounts reimbursed or advanced under this paragraph.

The Company may, if requested by Solomon, assume the defense of any such Action including the employment of counsel reasonably satisfactory to Solomon and will not settle, compromise, consent, or otherwise resolve or seek to terminate any pending or threatened Action (whether or not any Indemnified Party is a party thereto) unless it obtains (i) the prior written consent of Solomon or (ii) (x) an express, unconditional release of each Indemnified Party from all liability relating to such Action and the engagement of Solomon under this agreement and (y) such settlement, compromise, or consent does not include any admission or assumption of fault on the part of any Indemnified Party. Any Indemnified Party shall be entitled to retain separate counsel of its choice and participate in the defense of any Action in connection with any of the matters to which this Exhibit A relates, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) the Company has failed promptly to assume the defense and employ counsel and has not rectified such failure within 10 business days of receiving notice thereof, (ii) such Indemnified Party shall have been advised by its counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Company, or (iii) the Company authorizes the Indemnified Party to employ separate counsel at the Company's expense (in each such case the Company will pay the fees and disbursements of such counsel); provided that the Company shall not in such event be responsible under this Exhibit A for the fees and expenses of more than one firm of separate counsel (in addition to local counsel) in connection with any such Action in the same jurisdiction. The Company shall have no liability pursuant to this Exhibit A for any settlement effected without its prior written consent (such consent not to be unreasonably withheld).

The Company agrees that if any right of any Indemnified Party set forth in the preceding paragraphs is finally judicially determined to be unavailable (but not, for the avoidance of doubt, if such rights are unavailable as a result of the fraud, willful misconduct, gross negligence, or bad faith of such Indemnified Party), or is insufficient to hold such Indemnified Party harmless against such Losses as contemplated herein, then the Company shall contribute to such Losses (i) in such proportion as is appropriate to reflect the (a) relative benefits received and (b) relative fault of any alleged wrongdoing by (x) the Company and its stockholders, on the one hand, and (y) such Indemnified Party, on the other hand, in connection with the transactions contemplated hereby,; provided, however, that in no event shall the amount, if any, to be contributed by all Indemnified Parties exceed the amount of the fees actually received by Solomon hereunder. Benefits received (or anticipated to be received) by the Company and its stockholders shall be deemed to be equal to the aggregate cash consideration and value of equity interests or any other property payable, exchangeable or transferable in any proposed or potential transactions within the scope of this agreement, and benefits received by Solomon shall be deemed to be equal to the compensation payable by the Company to Solomon in connection with this agreement. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any other alleged conduct relates to information provided by the Company or other conduct by the Company (or the Company's employees or other agents) on the one hand or by Solomon on the other hand. The parties hereto agree that it would not be just and equitable if contribution were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to above.

The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with advice or services rendered or to be rendered by any Indemnified Party pursuant to this agreement, the transactions contemplated hereby or any Indemnified Party's actions or inactions in connection with any such advice, services or transactions except to the extent Losses of the Company are finally judicially determined by a court of competent jurisdiction to have arisen out of the gross negligence, willful misconduct, fraud or bad faith of such Indemnified Party in connection with any such advice, actions, inactions or services.

The rights of the Indemnified Parties hereunder shall be in addition to any other rights that any Indemnified Party may have at common law, by statute or otherwise. Except as otherwise expressly provided for in this Exhibit A, if any term, provision, covenant, or restriction contained in this Exhibit A is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants, and restrictions contained in this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The reimbursement, indemnity and contribution obligations of the Company set forth herein shall (i) apply to any modification of this agreement and shall remain in full force and effect regardless of any termination of this agreement and (ii) shall inure to the benefit of any successor or assign of any Indemnified Party.

EXHIBIT B**FEE SCHEDULE**

<u>Aggregate Consideration</u>	<u>Sale Transaction Fee</u>
Below \$100.0 million	\$2.0 million
\$100.0 million	2.000%
\$200.0 million	1.750%
\$300.0 million	1.650%
\$400.0 million	1.600%
\$500.0 million	1.500%
Above \$500.0 million	1.500%

The applicable Sale Transaction Fee percentage for Aggregate Consideration amounts which fall between the amounts listed above shall be calculated based on a straight line interpolation of the percentages in the fee schedule.

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

In re:

STAGE STORES, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-32564 (DRJ)
)
) (Jointly Administered)
)
) **Re: Docket No. ____**

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF PJ SOLOMON, L.P. AND
PJ SOLOMON SECURITIES, LLC AS INVESTMENT BANKER FOR THE
DEBTORS AND DEBTORS IN POSSESSION, EFFECTIVE AS OF MAY 10, 2020**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to retain and employ PJ Solomon, L.P. and PJ Solomon Securities, LLC (collectively, “Solomon”) as their investment banker, effective as of May 10, 2020, pursuant to the terms and subject to the conditions of the Engagement Letter, which is annexed to the Application as Exhibit B, as modified by this order, (b) modifying certain of the timekeeping requirements, and (c) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Hootnick Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900). The Debtors’ service address is: 2425 West Loop South, Houston, Texas 77027.

² Capitalized terms used and not defined herein have the meanings ascribed to them in the Application.

proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to retain and employ Solomon as their investment banker in these chapter 11 cases, pursuant to the terms and subject to the conditions set forth in the Engagement Letter.

2. Except to the extent set forth herein, all of Solomon's compensation as set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure and the Indemnification Provisions, is approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized to pay, reimburse, and indemnify Solomon in accordance with the terms and conditions of, and at the times specified in, the Engagement Letter.

3. Solomon shall file fee applications for allowance of compensation and reimbursement of expenses, pursuant to, and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules and Local Rules as may then be applicable, and any other applicable order and procedures of the Court; *provided*, that notwithstanding anything to the contrary in the Bankruptcy Rules, the Local Rules, any other order

of the Court, or any other guideline regarding the submission and approval of fee applications, Solomon's professionals (a) shall be required only to maintain reasonably detailed summary time records of services rendered to the Debtors in one-half hour increments, which time records shall (i) be kept on a project-category basis, (ii) provide a brief description of the nature of the work performed, and (iii) indicate the total hours incurred by each professional; but (b) shall not be required to provide or conform to any schedule of hourly rates.

4. The fees and expenses payable to Solomon pursuant to the Engagement Letter shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except by the U.S. Trustee, who, for the avoidance of doubt, shall retain all rights to respond or object to Solomon's interim and final fee applications on all grounds, including, but not limited to, reasonableness pursuant to section 330 of the Bankruptcy Code.

5. In accordance with the terms and provisions of the Engagement Letter, the Debtors shall promptly reimburse Solomon for all reasonable expenses incurred by Solomon and the reasonable fees of and expenses incurred by any outside counsel retained by Solomon; *provided* that, in the event that Solomon seeks reimbursement from the Debtors for the fees of and expenses incurred by its outside counsel pursuant to the Engagement Letter, the invoices and supporting time records for such fees and expenses shall be included in Solomon's own applications (both interim and final) for compensation and reimbursement filed with the Court, and such invoices and time records shall be subject to the U.S. Trustee Guidelines and the approval of the Court pursuant to sections 330 and 331 of the Bankruptcy Code, without regard to whether such counsel has been retained under section 327 of the Bankruptcy Code.

6. The Indemnification Provisions set forth in Exhibit A to the Engagement Letter are approved; subject during the pendency of these chapter 11 cases to the following modifications:

- a. Indemnified Parties (as that term is defined in Exhibit A to the Engagement Letter) shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for claim arising from services other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person or entity or provide contribution or reimbursement to any person or entity for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from that person's or entity's gross negligence, willful misconduct, or bad faith, or (ii) for a contractual dispute in which the Debtors allege breach of the obligations of Solomon or another Indemnified Party under the Engagement Letter unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003) or (iii) settled prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;
- c. if, during the pendency of these chapter 11 cases, the indemnification provided in Exhibit A to the Engagement Letter is held unenforceable by reason of the exclusions set forth in paragraph (b) above, and Solomon or another Indemnified Party makes a claim for the payment of any amounts by the Debtors on account of the Debtors' contribution obligations, then the limitations on all Indemnified Parties' contribution obligations set forth in the clause beginning with "provided, however" within the first sentence of the fourth paragraph of Exhibit A shall not apply; and
- d. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Solomon or

another Indemnified Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Solomon must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment; *provided, however*, that for the avoidance of doubt, this subparagraph (d) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Solomon or any other Indemnified Party. All parties in interest, including the U.S. Trustee, shall retain the right to object to any request for indemnification, contribution, or reimbursement by Solomon or any other Indemnified Party.

7. Notwithstanding anything in the Application or the Engagement Letter to the contrary, for the avoidance of doubt, the Bankruptcy Court shall have jurisdiction over any and all matters arising under or in connection with Solomon's engagement by the Debtors on behalf of the Debtors and the Engagement Letter, including the Indemnification Provisions.

8. Solomon shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

9. To the extent that there is any inconsistency between the terms of the Application, the Engagement Letter, or this Order, the terms of this Order shall govern.

10. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

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

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

Houston, Texas

Dated: _____, 2020

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE