

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

In re:) Chapter 11
)
STAGE STORES, INC., *et al.*,¹) CASE NO: 20-32564 (DRJ)
)
DEBTORS.) (Jointly Administered)
)

LIMITED OBJECTION OF 6701 SIPPEL STREET, LLC TO DEBTORS’ EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) EXTENDING TIME FOR PERFORMANCE UNDER CERTAIN UNEXPIRED LEASES, (II) SETTING ADMINISTRATIVE PROCEDURES WITH RESPECT TO CERTAIN MOTIONS AND APPLICATIONS FOR PAYMENTS, AND (III) GRANTING RELATED RELIEF
(Response to Dkt. No. 22)

COMES NOW, 6701 Sippel Street, LLC, creditor and party-in interest, and files this limited objection to the Motion For Entry Of An Order (I) Extending Time for Performance Under Certain Unexpired Leases, (II) Setting Administrative Procedures with Respect to Certain Motions and Applications For Payments, and (III) Granting Related Relief (the “Motion”) and in support thereof would show as follows:

1. 6701 Sippel Street, LLC (“Sippel”) is the owner of a building used for warehouse and industrial purposes located at 6701 Sippel Street, Shreveport, LA 71106. On or about January 11, 2020, it leased to Specialty Retailers, Inc. (“Specialty”), one of the debtors in this case, approximately 292,160 square feet of space to be used as a warehouse and distribution center for Debtors. On or about March 10, 2020, the parties entered into an amendment to the lease adding approximately 48,100 square feet of space to the Leased Premises described in the lease. True and correct copies of the lease and the amendment are attached hereto as Exhibit A

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.



and Exhibit B, respectively. Specialty has so far performed its obligations contained in the lease including the payment of rent through May 2020.

2. Sippel understands the exigencies of the current situation regarding the opening of Debtors' stores and has no objection to the Motion as it applies to the retail leases. However, Sippel's relationship with Debtors, and particularly Specialty, is quite different. The warehouse it leases to Specialty has been open during the periods described in the Motion and is used for storage and distribution of Debtors' products to its stores. It is not a retail outlet. It serves a critical need of Debtors in their efforts to wind down operations and sell product pursuant to their requested store closing procedures.

3. The Motion itself focuses on the need to have a breathing spell from obligation to its retail landlords (See paragraph 12 of the Motion). However, the Motion is not clear as to whether it seeks relief from obligations under all leases, including non-retail leases. To the extent that Specialty does seek such relief, Sippel objects as its relationship with Specialty does not entail the same considerations as that of a retail landlord-tenant relationship. As noted above, the fact that Debtors have been able to maintain operations in the warehouse leased to Specialty and have used this warehouse as a distribution center servicing its retail operations should exclude this lease from any delay or extension of its performance obligations, including the payment of rent, or from the Limited Operational Period Administration Procedures requested in the Motion. Stated another way, cause does not exist pursuant to 11 U.S.C. §365(d)(3), nor have Debtors shown it exists, for a 60-day extension for payment of rent under the circumstances of this landlord-tenant relationship.

4. Sippel reserves all rights under its lease with Specialty and further reserves the right to amend this objection or object to other motions pertaining to the lease in question.

Wherefore, 6701 Sippel, Street LLC objects to (1) any delay in performance, including rent payment, of its lease with Specialty Retailers, Inc and (2) its inclusion in the Limited Operational Case Administration Procedures; would request that any order entered by this Court explicitly state that the obligations contained in the lease between these parties is excluded and carved out of any relief provided Debtors through its Motion. 6701 Sippel Street, LLC further requests such other and further relief to which it may be entitled.

Respectfully submitted,

KESSLER & COLLINS
A Professional Corporation

By: /s/ Howard C. Rubin
HOWARD C. RUBIN
State Bar No. 17361400
hrubin@kesslercollins.com
DANIEL P. CALLAHAN
State Bar No. 17361400
dpc@kesslercollins.com

2100 Ross Avenue, Suite 750
Dallas, Texas 75201
(214) 379-0722 Office
(214) 373-4714 Facsimile

AND

WIENER, WEISS & MADISON
A Professional Corporation
Seth M. Moyers La. BR# 32607
330 Marshall Street, Suite 1000 (71101)
P. O. Box 21990
Shreveport, LA 71120-1990
318-226-9100
318-424-5128, facsimile
Email: smoyers@wwmlaw.com

*ATTORNEYS FOR CREDITOR AND
PARTY-IN-INTEREST 6701 SIPPEL
STREET, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 20, 2020, a true and correct copy of the foregoing Limited Objection was served by electronic submission through the Court's automated Case management and Electronic Docketing System for the U.S. Bankruptcy Court of the Southern District of Texas, Houston Division on all parties on the attached list who have entered an appearance through that system.

/s/ Howard C. Rubin

Howard C. Rubin

360I LLC

Attn Bryan Datyner
32 Avenue of the Americas, 6th Floor
New York, NY 10013

9th Wonder - Houston LLC

Attn Angelic Elmore
201 San Jacinto St
Suite 267
Houston, TX 77002

A.M. Saccullo Legal, LLC

Anthony M. Saccullo
27 Crimson King Drive
Bear, DE 19701

Adidas

Attn Maryadena McLemore
5055 N Greeley Ave
Portland, OR 97217

Adobe Systems Incorporated

Attn Dana Rao, General Counsel
345 Park Avenue
San Jose, CA 95110-2704

Akerman LLP

John E. Mitchell
2001 Ross Avenue, Suite 3600
Dallas, TX 75201

Alabama Attorney General

Attn Bankruptcy Department
501 Washington Ave
PO Box 300152
Montgomery, AL 36104-0152

Alaska Attorney General

Attn Bankruptcy Department
1031 West 4th Avenue, Suite 200
Anchorage, AK 99501-1994

Allen Matkins Leck Gamble Mallory & Natsis LLP

Ivan M. Gold
3 Embarcadero Center, 12th Floor
San Francisco, CA 94111-4074

Andrews Kurth LLP

Attn Silvia Salas
600 Travis Street
Suite 4200
Houston, TX 77002

Arizona Attorney General

Attn Bankruptcy Department
2005 N Central Ave
Phoenix, AZ 85004-2926

Arizona Attorney Generals Office - CSS

Attn Bankruptcy Department
PO Box 6123
MD 7611
Phoenix, AZ 85005-6123

Arkansas Attorney General

Attn Bankruptcy Department
323 Center St Ste 200
Little Rock, AR 72201-2610

Assistant Travis County Attorney

Jason A. Starks
P.O. Box 1748
Austin, TX 78767

Bakers, Donelson, Bearman, Caldwell & Berkowitz

Daniel J. Ferretti
1301 McKinney, Suite 3700
Houston, TX 77010

Biddeford Blankets LLC

Attn Marge Stieber
13820 W Business Center Dr
Green Oaks, IL 60045

Branscomb PLLC

Patrick H. Autry
8023 Vantage Drive Suite 560
San Antonio, TX 78230

Brookfield Property REIT, Inc, as Agent

Kristen N Pate
350 N Orleans Street, Suite 300
Chicago, IL 60654-1607

Buchanan Law Firm, LLC

Deena L. Buchanan
5345 Wyoming Blvd NE, Suite 202
Albuquerque, NM 87109

Burr & Forman LLP

Christopher Thompson
200 South Orange Avenue, Suite 800
Orlando, FL 32801

Burr & Forman LLP

J Cory Falgowski
1201 N Market Street, Suite 1407
Wilmington, DE 19801

Burr & Forman LLP

James H Haithcock, III, Esquire
420 N 20th Street, 3400
Birmingham, AL 35203

Byer

Attn Phil Byer
66 Potrero Avenue
San Francisco, CA 94103

Caleres Inc

Attn Katie Stanler
8300 Maryland Ave
St Louis, MO 77056

California Attorney General

Attn Bankruptcy Department
1300 I St, Ste 1740
Sacramento, CA 95814-2919

Channel Control Merchants LLC

Attn Jennifer Schock
6892 US Hwy 49 North
Hattiesburg, MS 39402

Choate Hall & Stewart LLP

Kevin J Simard & Mark D Silva
Two International Place
Boston, MA 02110

Colorado Attorney General

Attn Bankruptcy Department
Ralph L Carr Colorado Judicial Building
1300 Broadway, 10th Fl
Denver, CO 80203

Columbia Sportswear

Attn Lynn Mecham
14375 NW Science Park Dr
Park Drive, OR 97229

Comptroller of Public Accounts of the State of Texas

Bankruptcy & Collections Divisions MC 008
E Stuart Phillips, Assistant Attorney General
PO Box 12548
Austin, TX 78711-2548

Connecticut Attorney General
Attn Bankruptcy Department
55 Elm St
Hartford, CT 06106

Connolly Gallagher LLP
Karen C Bifferato and Kelly M Conlan
1201 N Market Street, 20th Floor
Wilmington, DE 19801

Crain, Caton & James, P.C.
Michelle V. Friery
1401 McKinney Street, 17th Floor
Five Houston Center
Houston, TX 77010-4035

Crystal Art of Florida Inc
Attn Elena Mendez
11555 Heron Bay Blvd Suite 200
Coral Springs, FL 33076

Delaware Attorney General
Attn Bankruptcy Department
Carvel State Office Bldg
820 N French St
Wilmington, DE 19801

District of Columbia Attorney General
Attn Bankruptcy Department
441 4th Street NW Suite 1100S
Washington, DC 20001

Elizabeth Arden
Attn Jennifer Lopez
880 SW 145th Avenue Suite 200
Pembroke Pines, FL 33027

E-Lo Sportswear, LLC
Attn Sam Kaplan
1 Cape May Street Suite 290
Harrison, NJ 07029

Enchante Accessories Inc
Attn Abraham Weinberger
16 East 34th St
2nd Floor
New York, NY 10016

Environmental Protection Agency
Mail Code 2310A, Office of General Counsel
1200 Pennsylvania Ave NW
Ariel Rios Building
Washington, DC 20004

Fencepost
Attn Carol Mercer
1951 NE Rice Road
PO Box 6770
Lees Summit, MO 64064-9998

FILA USA Inc
Attn Johanna Saltysiak
930 Ridgebrook Rd
Suite 200
Sparks, MD 21152

First National Bank Bastrop
Reid Sharp, President
PO Drawer F
Bastrop, TX 78602

Florida Attorney General
Attn Bankruptcy Department
The Capitol PL-01
Tallahassee, FL 32399-1050

GCCLE-Shadow Creek, LP
Chris Di Ferrante
1225 N Loop West, Suite 825
Houston, TX 77008

Georgia Attorney General
Attn Bankruptcy Department
40 Capital Square, SW
Atlanta, GA 30334-1300

Gina Concepts
Attn Sam Gewirtz
10 West 33rd Street
New York, NY

Gourmet Home Products LLC
Attn Victor Saadeh
347 5th Ave Suite 507
New York, NY 10016

Great American Beauty Inc
Attn Gary Banoun
124 N Swinton Ave
Delray Beach, FL 33444

Hawaii Attorney General
Attn Bankruptcy Department
425 Queen Street
Honolulu, HI 96813

Home Essentials & Beyond
Attn Susan Kofsky Gottlieb, Sales Manager
200 Theodore Conrad Dr
Jersey City, NJ 07305

Hoover Slovacek LLP
Melissa A Haselden
5051 Westheimer, Suite 1200
Galleria Tower II
Houston, TX 77056

Hybrid Promotions LLC
Attn Liza Valencia
10711 Walker Street
Cypress, CA 90630

Idaho Attorney General
Attn Bankruptcy Department
700 W Jefferson Street Suite 210
PO Box 83720
Boise, ID 83720-0010

Illinois Attorney General
Attn Bankruptcy Department
James R Thompson Ctr
100 W Randolph St
Chicago, IL 60601

Indiana Attorney General
Attn Bankruptcy Department
Indiana Govt Center South
302 West Washington St 5th Fl
Indianapolis, IN 46204

Internal Revenue Service
Centralized Insolvency Operation
PO Box 7346
Philadelphia, PA 19101-7346

Internal Revenue Service
Centralized Insolvency Operation
2970 Market St
Philadelphia, PA 19104

Internal Revenue Service
1919 Smith Street
Houston, TX 77002

Iowa Attorney General
Attn Bankruptcy Department
Hoover State Office Bldg
1305 E Walnut Street
Des Moines, IA 50319

J Scott Douglass, Attorney at Law
1811 Bering Dr, Suite 420
Houston, TX 77057

Jackson & Campbell, P.C.
Mitchell B. Weitzman
2300 N Street, N.W. Suite 300
Washington, DC 20037

Jackson Walker LLP
Matthew D Cavanaugh, Jennifer F Wertz,
Kristhy M Peguero, Veronica A Polnick
1401 McKinney Street, Suite 1900
Houston, TX 77010

Jones Walker LLP
Jeffrey R Barber
190 E Capital Street, Suite 800
Jackson, MS 39201

Jones Walker LLP
Joseph E Bain
811 Main St, Ste 2900
Houston, TX 77002

Jones Walker LLP
Mark A Mintz
201 St Charles Avenue, 49th Floor
New Orleans, LA 70170-5100

Kansas Attorney General
Attn Bankruptcy Department
120 SW 10th Ave, 2nd Fl
Topeka, KS 66612-1597

Katten Muchin Rosenman LLP
Charles R Gibbs
2121 N Pearl St, Suite 1100
Dallas, TX 75201

Katten Muchin Rosenman LLP
Steven J Reisman & Cindi M Giglio
575 Madison Avenue
New York, NY 10022-2585

KCC
P Joe Morrow IV
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Kentucky Attorney General
Attn Bankruptcy Department
700 Capitol Avenue
Capitol Building, Suite 118
Frankfort, KY 40601-3449

Kessler & Collins, a Professional Corporation
Howard C. Rubin
2100 Ross Avenue, Suite 750
Dallas, TX 75201

KHQ Investment LLC
Attn Lori Weener
1359 Broadway Floor 21
New York, NY 10018

Kirkland & Ellis LLP
Joshua A Sussberg, PC and Neil E Herman
601 Lexington Avenue
New York, NY 10022

Kirkland & Ellis LLP
Joshua M Altman, Gabriela Zamfir Hensley,
Debbie A Farmer
300 North LaSalle Street
Chicago, IL 60654

L2 Brands LLC
Attn Angie Myuller
300 Fame Ave
Hanover, PA 17331

Law Office of Elizabeth G. Smith
Elizabeth G. Smith
6655 First Park Ten, Suite 240
San Antonio, TX 78213

Lazarus & Lazarus, P.C.
Harlan M. Lazarus, Esq.
240 Madison Avenue, 8th Floor
New York, NY 10016

Levi
Attn Seth Jaffe
1155 Battery Street
San Francisco, CA 94111

Lifeworks Technology Group LLC
Attn Kathy Plesa
530 7th Avenue
21st Floor
New York, NY 10018

Linebarger Goggan Blair & Sampson, LLP
Don Stecker
112 E Pecan Street, Suite 2200
San Antonio, TX 78205

Linebarger Goggan Blair & Sampson, LLP
Elizabeth Weller
2777 N Stemmons Freeway, Suite 1000
Dallas, TX 75207

Linebarger Goggan Blair & Sampson, LLP
Tara L. Grundemeier
PO Box 3064
Houston, TX 77253-3064

Louisiana Attorney General
Attn Bankruptcy Department
1885 North Third Street
Baton Rouge, LA 70802

Maine Attorney General
Attn Bankruptcy Department
6 State House Station
Augusta, ME 04333

Maryland Attorney General
Attn Bankruptcy Department
200 St Paul Place
Baltimore, MD 21202-2202

Massachusetts Attorney General
Attn Bankruptcy Department
One Ashburton Place
Boston, MA 02108-1518

Maurice Wutscher, LLLP
Alan C. Hochheiser
23611 Chagrin Blvd., Suite 207
Beachwood, OH 44122

McAfee & Taft a Professional Corporation
Ross A Plourde & Louis J Price
10th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102-7103

McCreary, Veselka, Bragg, & Allen, P.C.
Tara LeDay
P.O. Box 1269
Round Rock, TX 78680

Michigan Attorney General
Attn Bankruptcy Department
525 W Ottawa St
PO Box 30212
Lansing, MI 48909

Miller, Hall & Triggs, LLC
Jeffrey E. Krumpe
416 Main Street, Suite 1125
Peoria, IL 61602-1161

Minnesota Attorney General
Attn Bankruptcy Department
445 Minnesota St Suite 1400
St Paul, MN 55101-2131

Mississippi Attorney General
Attn Bankruptcy Department
Walter Sillers Building
550 High St Ste 1200
Jackson, MS 39201

Missouri Attorney General
Attn Bankruptcy Department
Supreme Court Bldg
207 W High St
Jefferson City, MO 65101

Montana Attorney General
Attn Bankruptcy Department
Justice Bldg
215 N Sanders 3rd Fl
Helena, MT 59620-1401

Nebraska Attorney General
Attn Bankruptcy Department
2115 State Capitol
PO Box 98920
Lincoln, NE 68509

Nevada Attorney General
Attn Bankruptcy Department
Old Supreme Ct Bldg
100 N Carson St
Carson City, NV 89701

New Balance
Attn Manfred Rottler, Sales Manager
Brighton Landing 100 Guest Street
Boston, MA 02135

New Hampshire Attorney General
Attn Bankruptcy Department
33 Capitol St
Concord, NH 03301

New Jersey Attorney General
Attn Bankruptcy Department
Richard J Hughes Justice Complex
25 Market St
PO Box 106
Trenton, NJ 08625

New Mexico Attorney General
Attn Bankruptcy Department
408 Galisteo St
Villagra Building
Santa Fe, NM 87501

New View Gifts & Accessories
Attn Sandy Amelotti and John Brennan
311 East Baltimore Ave
Suite 300
Media, PA 19063

New York Attorney General
Attn Bankruptcy Department
Office of the Attorney General
The Capitol, 2nd Fl
Albany, NY 12224-0341

Nike Inc
Attn Julia Farley and Noel Runge
One Bowerman Drive
Beaverton, OR 97005

North Carolina Attorney General
Attn Bankruptcy Department
9001 Mail Service Center
Raleigh, NC 27699-9001

North Dakota Attorney General
Attn Bankruptcy Department
600 E Boulevard Ave
Dept 125
Bismarck, ND 58505-0040

North Point Trading
Attn Victor Saadeh
347 5th Ave
New York, NY 10016

Office of the Attorney General
Ken Paxton
300 W 15th St
Austin, TX 78701

Office of the Attorney General of Texas
Bankruptcy & Collections Division
Jason B Binford, J Casey Roy, Abigail R Ryan,
Assistant Attorneys General
PO Box 12548-MC 008
Austin, TX 78711-2548

Ohio Attorney General
Attn Bankruptcy Department
30 E Broad St 14th Fl
Columbus, OH 43215-0410

Oklahoma Attorney General
Attn Bankruptcy Department
313 NE 21st St
Oklahoma City, OK 73105

Oregon Attorney General
Attn Bankruptcy Department
1162 Court St NE
Salem, OR 97301-4096

Oved Apparel
Attn Larry Turkel
31 West 34th Street
New York, NY 10001

Pandora Media Inc
Attn Anthony Andrews
2100 Franklin Street, 7th Floor
Oakland, CA 94612

Pennsylvania Attorney General
Attn Bankruptcy Department
16th Floor, Strawberry Square
Harrisburg, PA 17120

**Perdue, Brandon, Fielder, Collins & Mott
LLP**
co John T Banks
3301 Northland Drive, Suite 505
Austin, TX 78731

**Perdue, Brandon, Fielder, Collins & Mott
LLP**
co Owen M Sonik
1235 North Loop West, Suite 600
Houston, TX 77008

**Perdue, Brandon, Fielder, Collins & Mott,
LLP**
Laura J Monroe
PO Box 817
Lubbock, TX 79408

Playtek, LLC
Attn Victor Saadeh
148 Madison Ave
8th Floor
New York, NY 10016

Pollock Investments, Inc. d/b/a Pollock Orora
c/o Hoffman & Saweris, p.c.
2777 Allen Parkway, Suite 1000
Houston, TX 77019

Ralph Lauren
Attn Avery Fischer
650 Madison Avenue
New York, NY 10022

Rgis Inventory Specialists
Attn Office of General Counsel
2000 E Taylor Rd
Auburn Hill, MI 48326

Riemer Braunstein LLP
Steven E Fox
Seven Times Square, Suite 2506
Seven Times Square
New York, NY 10036

Ronald E. Gold Esq., A.J. Webb, Esq.
3300 Great American Tower
301 East Fourth Street
Cincinnati, OH 45202

Securities & Exchange Commission
Secretary of the Treasury
100 F St NE
Washington, DC 20549

Sheppard Mullin Richter & Hampton, LLP
Attn Robert S Friedman
30 Rockefeller Plaza
New York, NY 10112

Singer & Levick, P.C.
Michelle E. Shriro, Esq.
16200 Addison Road, Suite 140
Addison, TX 75001

South Dakota Attorney General
Attn Bankruptcy Department
1302 East Highway 14
Suite 1
Pierre, SD 57501-8501

Style Craft Home Collect
Attn Leslie Lawhon
8474 Market Place Drive, Suite 104
Southaven, MS 38671

Pope, Hardwicke, Christie, Schell, Kelly & Taplett, LLP
Matthew T Taplett
500 W 7th Street, Suite 600
Fort Worth, TX 76102

Reed Smith LLP
Michael P. Cooley
2850 N. Harwood, Suite 1500
Dallas, TX 75201

Rhode Island Attorney General
Attn Bankruptcy Department
150 S Main St
Providence, RI 02903

Rimini Street Inc
Attn Mixhael Kenning
3993 Howard Hughes Parkway
Suite 500
Las Vegas, NV 89169

Ruby Road
Attn Vivian Zheng
1333 Broadway
12th Floor
New York, NY 10018

Select Brands Inc
Attn Dick Fleming
10817 Renner Blvd
Lenexa, KS 66219-9608

Siddiqui & Do, PLLC
Mariam Siddiqui
2190 N. Loop W., Ste 104
Houston, TX 77018

Skechers USA Inc
Attn Philip Paccione, General Counsel
228 Manhattan Beach Blvd
Manhattan Beach, CA 90266

Specialty Store Services
Attn Jay Arellano
454 Jarvis
Des Plaines, IL 60018

Synchrony Bank
co PRA Receivables Management, LLC
Valerie Smith, Senior Manager
PO Box 41021
Norfolk, VA 23541

Quinn Emanuel Urquhart & Sullivan, LLP
Devin van der Hahn
711 Louisiana Street, Suite 500
Houston, TX 77002

Reflex Sales Group
Attn Travis Smith
6219 Balcom Ave No 101
Encino, CA 91316

Riemer Braunstein LLP
Jaime R Koff, Brendan C Recuperero, Paul D Bekker
100 Cambridge Street, 22nd Floor
Boston, MA 02114

Rocket Fish Inc
Attn Sandra Ibarra
750 Victoria St
Compton, CA 90220

Securities & Exchange Commission
Fort Worth Regional Office
801 Cherry Street, Suite 1900, Unit 18
Fort Worth, TX 76102

Sheppard Mullin Richter & Hampton, LLP
Attn Justin Bernbrock
Three First National Plaza
70 West Madison Street, 48th Fl
Chicago, IL 60602

Simon Property Group, Inc
Attn Ronald M Tucker
225 West Washington Street
Indianapolis, IN 46204

South Carolina Attorney General
Attn Bankruptcy Department
Rembert C Dennis Office Bldg
1000 Assembly St Room 519
Columbia, SC 29201

Stage Stores, Inc
2425 West Loop South
Houston, TX 77027

Tenenbaum & Saas, P.C.
Bradshaw Rost, Esq.
4504 Walsh Street, Suite 200
Chevy Chase, MD 20815

Tennessee Attorney General
Attn Bankruptcy Department
425 5th Avenue North
Nashville, TN 37243

Texas Attorney General
Attn Bankruptcy Department
300 W 15th St
Austin, TX 78701

The Gerger Law Firm, PLLC
Alan S. Gerger
1770 St. James Place, Suite 105
Houston, TX 77056

The Sarachek Law Firm
Joseph E Saracheck
101 Park Avenue, 27th Floor
New York, NY 10178

Tommy Curb
One Pollock Place
Grand Prairie, TX 75050

UMA Enterprises Inc
Attn Amrick Singh
350 W Apra St
Compton, CA 90220

US Attorney Office
Southern District of Texas
1000 Louisiana
Suite 2300
Houston, TX 77002

**US Trustee for the Southern District of
Texas - Houston Division**
Hector Duran and Stephen Statham
515 Rusk Street
Suite 3516
Houston, TX 77002

Utah Attorney General
Attn Bankruptcy Department
Utah State Capitol Complex
350 North State Street, Suite 230
Salt Lake City, UT 84114-2320

Valyria LLC dba Transpac
Attn Laurie Gilner
1050 Piper Drive
Vacaville, CA 95688

Vermont Attorney General
Attn Bankruptcy Department
109 State St
Montpelier, VT 05609-1001

Virginia Attorney General
Attn Bankruptcy Department
202 North Ninth St
Richmond, VA 23219

Washington Attorney General
Attn Bankruptcy Department
1125 Washington St SE
PO Box 40100
Olympia, WA 98504-0100

Wells, Peyton, Greenberg, & Hunt, L.L.P.
Bruce M. Partain
P.O. Box 3708
Beaumont, TX 77704-3708

West Virginia Attorney General
Attn Bankruptcy Department
State Capitol Bldg 1 Rm E-26
1900 Kanawha Blvd, East
Charleston, WV 25305

Western Glove Works
Attn Kim Boyes
555 Logan Avenue
Winnipeg, MB R3A 0S4
Canada

Westport Corporation
Attn Mike Rahim
331 Changebridge Road
Pine Brook, NJ 07058

Wicked Fashions by Southpole
Attn Hoon Choi
222 Bridge Plaza South
Fort Lee, NJ 7024

Windstead PC
Sean B Davis & Matthew W Bourda
600 Travis Street, Suite 5200
Houston, TX 77002

Wisconsin Attorney General
Attn Bankruptcy Department
Wisconsin Dept of Justice
114 East, State Capitol
PO Box 7857
Madison, WI 53707-7857

WM Carter
Attn Robin Shannon
3438 Peachtree Road
North East Suite 1800
Atlanta, GA 30326

Wright Johnson & Oldfather, L.L.P.
Gregory S. Frayser
233 South 13th Street
1900 U.S. Bank Building
Lincoln, NE 68508-2095

Wyoming Attorney General
Attn Bankruptcy Department
2320 Capitol Avenue
Kendrick Building
Cheyenne, WY 82002

Yankee Candle Company
Attn Candy Ress
4110 Premier Drive
High Point, NC 27265

YMI Jeanswear Inc
Attn David Vered
1155 S Boyle Ave
Los Angeles, CA 90023

EXHIBIT A

TEMPORARY OCCUPANCY AGREEMENT

THIS TEMPORARY OCCUPANCY AGREEMENT (the "Agreement") is made effective as of the date of the last signature below (the "Effective Date"), by and between **6701 SIPPEL STREET, LLC**, a Louisiana limited liability company (hereinafter called "Landlord"), whose mailing address is PO Box 6212, Bossier City, LA 71171, and **SPECIALTY RETAILERS, INC.**, a Texas corporation (hereinafter called "Tenant"), whose mailing address is 2425 West Loop South, 10th Floor, Houston, Texas 77027, Attn: Senior Vice President of Real Estate and Senior Vice President – General Counsel & Secretary.

WITNESSETH:

PREMISES: Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property.

Approximately two hundred ninety-two thousand one hundred sixty (292,160) square feet of office and warehouse space within the north side of building located at: 6701 Sippel Street, Shreveport, LA 71106 (the "Building"), as shown in Exhibit "A" (the "Premises").

The rentable square footage in the Premises is stipulated for all purposes to be approximately two hundred ninety-two thousand one hundred sixty (292,160) square feet. The parties have measured, or have had ample opportunity to measure, the Premises to determine the square footage of the Premises, and agree that no adjustments in the Rent or of any other kind will be made if it is subsequently determined that the square footage varies from the area stipulated above.

2. **TERM:** The term of this Agreement (the "Term") shall commence on February 1, 2020 ("Commencement Date") and continue through January 31, 2021. Tenant shall have one (1) option to extend the Term of this Agreement for six (6) months from February 1, 2021 through August 30, 2021 ("Option Period") with one hundred eighty (180) days' prior written notice to Landlord. Rent during the Option Period shall remain at the rate set forth in this Agreement.

3. **BASE RENT RATE:** The base rental rate ("Base Rent") for this Agreement shall be calculated at the rate of \$2.75 per square foot per year, payable in equal monthly installments of Sixty-Six Thousand Nine Hundred Fifty-Three and 33/100 Dollars (\$66,953.33) in advance on the first day of each month during the Term to Landlord in accordance with Section 4 below, or such other bank account or place as Landlord may designate by written notice to Tenant. In addition to Base Rent, Tenant shall be responsible for taxes, insurance and building maintenance fees calculated at the rate of \$0.32 per square foot per year, payable in equal monthly installments of Seven Thousand Seven Hundred Ninety and 93/100 Dollars (\$7,790.93) ("Additional Rent") in advance on the first day of each month during the Term to Landlord in accordance with Section 4

below, or such other bank account or place as Landlord may designate by written notice to Tenant. Base Rent and Additional Rent may be referred to collectively as "Rent" herein.

4. ADDRESS FOR PAYMENTS: Tenant shall remit Rent payments to Landlord at the following address:

6701 Sippel Street, LLC
C/O Sale Commercial Properties, Inc.
PO Box 6212
Bossier City, LA 71171

5. LATE PAYMENT: If any installment of Base Rent is not paid within ten (10) days after the date such payment is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the delinquent amount.

6. COMMON AREAS: Landlord hereby grants to Tenant and its employees, agents, and invitees a non-exclusive license to use the Common Areas (as hereinafter defined) associated with the Building. As used herein, "Common Areas" means all areas in and around the Building intended for the common use of all tenants, including, without limitation, parking areas, sidewalks, loading areas, and restrooms. Notwithstanding the foregoing, Landlord reserves the right to change the arrangement and/or location of entrances, passageways, doors, doorways, corridors, restrooms, or other Common Areas without liability to Tenant or abatement or diminution in Rent, provided that such changes do not materially and adversely affect Tenant's use of the Premises.

7. USE: Tenant may use the Premises for the storage and staging of merchandise and any other lawful related purpose. Tenant's use of the Premises shall comply with all applicable laws and Tenant shall not commit waste with respect to the Premises.

8. ENVIRONMENTAL LAW COMPLIANCE: Tenant shall not treat, store or dispose of any substances designated as, or containing components now or hereafter designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance on or about the Premises or the Building. Without limiting any other indemnities in this Agreement, Tenant agrees to fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Landlord and its owners, directors, owners, employees, agents, representatives, successors and assigns from and against any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, fines, penalties, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of, (i) any release of any hazardous substance or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into, on or from the Building or Premises by Tenant, its agents, employees, or others claiming by, through or under Tenant; or (ii) any toxic, explosive or otherwise dangerous materials or hazardous substances that have been buried beneath, concealed within or release on or from the Premises by Tenant, its agents, employees, or others claiming by, through or under Tenant. This indemnity shall survive the expiration or termination of this Agreement.

9. **CODES AND LICENSES:** Tenant, at its sole cost and expense, shall be responsible for compliance with all codes and government licenses related to its use of the Premises.

10. **EXTERIOR SIGNS:** Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord in its sole discretion. Any and all signs placed on the Premises by Tenant shall be installed and maintained at its sole cost and expenses and in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs. Tenant agrees upon removal of said signs to repair all damage incidents to such removal.

11. **TENANT IMPROVEMENTS; RACKING.** Tenant shall not make any modifications, alterations or improvements to the Building or the Premises without prior written consent by Landlord; provided, however, that Landlord hereby consents to Tenant installing additional racking within the Premises to be installed at Tenant's sole cost and expense. Tenant shall have the right to, and shall, remove any such racking installed by Tenant prior to the expiration of this Lease, and Tenant shall repair at its sole cost and expense and damage to the Premises caused by such removal.

12. **"AS-IS" CONDITION; MAINTENANCE OF PREMISES:** By entering into this Agreement, Tenant acknowledges that it has examined and inspected the Premises and accepts the same in "AS IS, WHERE IS" condition, and as being entirely satisfactory to Tenant. Tenant acknowledges and agrees that Landlord has no obligation to alter the Premises as of the Effective Date. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense, (i) operate, manage, and maintain the Common Areas in good, attractive, and safe condition, and (ii) keep in good repair and working order (a) the foundation, structural members and portions, and exterior walls, roof and roof membrane of the Building, (b) any HVAC, plumbing, electrical, utility and mechanical equipment and lines in the Building, unless repairs to any of the foregoing are caused by Tenant or its agents, and (c) all of the lines and means of transmission for water, gas, electricity, telephone and sewage utilities provided to the Building. Except for required repairs and maintenance to be made by Landlord pursuant to the preceding sentence, Tenant shall keep the Premises in a clean and orderly manner and Tenant agrees that, upon termination of this Agreement, the Premises will be returned to Landlord cleaned and with all systems in the same condition as when first received, ordinary wear and tear and damage by casualty excepted.

13. **LANDLORD ACCESS:** Landlord retains the right of access to the Premises during normal business hours and upon reasonable advance notice to Tenant in order to show the Premises to prospective tenants (provided that Landlord uses its commercially reasonable efforts to protect against the loss or theft of Tenant's personal property and inventory), to inspect the Premises, or to perform Landlord's obligations under this Agreement.

14. **INDEMNITY:** Subject to the waiver of subrogation in Section 15 below, Tenant agrees to indemnify and save harmless the Landlord against all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) which Landlord may incur or suffer resulting from breach of this Agreement by Tenant, or injury or death of any person or damage to

property occurring on or about the Premises or Building or in any manner in connection with the use or occupancy of the herein Premises, or the negligence or omissions of Tenant or its employees, agents, contractors, licensees or invitees, except when such claims arise from the negligence or willful misconduct of Landlord. This indemnity shall survive the expiration or termination of this Agreement.

15. **INSURANCE AND WAIVER OF SUBROGATION:** Tenant shall provide and keep in force the following insurance, and provide Landlord with evidence of the same, in the form of a certificate of insurance:

A. commercial general liability insurance relating to Tenant's business carried on, in or from the Premises, for personal and bodily injury and death, and damage to others' property, with limits of not less than \$3,000,000.00 for any one accident or occurrence; and

B. all risk or fire insurance (including standard extended coverage and coverage for leakage from fire protective devices and other water damage) relating to Tenant's fixtures, furnishings, and all personal property of Tenant in the Premises on a full replacement cost basis; and

C. worker's compensation insurance as required by applicable law.

Prior to the Commencement Date and thereafter, at least fifteen (15) days prior to the expiration date of any policy required of Tenant, Tenant agrees to deliver to Landlord a certificate evidencing the insurance coverage required of Tenant under this Agreement. Said certificate shall contain an endorsement that such insurance may not be canceled except upon thirty (30) days' prior written notice to Landlord, and shall confirm that Landlord is named as an additional insured.

During the Term, Landlord shall maintain special form or all-risk coverage insuring the Building, in such amounts and with such commercially reasonable deductibles as Landlord determines from time to time in accordance with sound and reasonable risk management practices in the area in which the Building is located.

Landlord hereby waives all rights of recovery and all causes of action against Tenant for any loss occurring to the Premises resulting from any of the perils insured against under such policy or policies of insurance carried by Landlord (or which are required to be carried by Landlord pursuant to this Lease) regardless of cause, including the negligence of Tenant. Tenant hereby waives all rights of recovery and all causes of action against Landlord for any loss occurring to the Premises resulting from any of the perils insured against under such policy or policies of insurance carried by Tenant (or which are required to be carried by Tenant pursuant to this Lease) regardless of cause, including the negligence of Landlord.

16. **HOLDING OVER.** If Tenant remains in possession of the Premises after expiration of the Term hereof, without Landlord's acquiescence and without any express agreement of the parties, Tenant will be in default under this Agreement and Tenant shall be a tenant at sufferance at a Base Rent rate equal to one hundred and twenty-five percent (125%) of the Base Rent rate in effect at end of this Agreement; and there shall be no renewal of this Agreement by operation of law.

17. **QUIET ENJOYMENT:** Landlord represents and warrants that it has full right and authority to enter into this Agreement and agrees, for so long as Tenant pays the Rent and performs the other covenants and agreements required of Tenant hereunder, to take all necessary steps to secure and to maintain for the benefit of Tenant, and that Tenant shall have and enjoy the peaceable and quiet possession of the Premises for the Term, without hindrance, claim or molestation from Landlord or any person claiming by, through or under Landlord.

18. **ENTIRE AGREEMENT; APPLICABLE LAW.** This Agreement and the attached exhibits set forth the entire agreement of Landlord and Tenant concerning the Premises and the Building, and there are no other agreements or understanding, oral or written, between Landlord and Tenant concerning the Premises. Any subsequent modification or amendment of this Agreement shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This Agreement shall be governed by, and construed in accordance with the laws of the state in which the Premises is located.

19. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of all obligations to be performed or observed by each of the parties under this Agreement.

20. **LIMITATION OF LIABILITY.** Redress for any claim against Landlord under this Agreement shall be limited to and enforceable only against and to the extent of Landlord's interest in the Premises. The obligations of Landlord under this Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, Landlord or of any of its directors, officers, manager, the general partners thereof, or any beneficiaries, shareholders, employees, or agents of Landlord or the manager.

21. **CASUALTY AND CONDEMNATION.** In the event that all or any portion of the Building or the Premises is damaged or destroyed by fire or other casualty or taken for any public or quasi-public use by any governmental authority during the Term, then either Tenant or Landlord may elect to terminate this Agreement by written notice to the other party delivered within fifteen (15) days following any such fire or other casualty. In the event that Tenant does not elect to terminate this Agreement, Tenant's Base Rent will be abated in proportion to the portion of the Premises that Tenant is denied the use thereof as a result of such casualty or taking.

22. **WAIVER OF LANDLORD'S LIEN.** Landlord hereby waives any and all constitutional, statutory and common law liens and security interests, and any rights of distraint, with respect to Tenant's property. This Agreement does not grant a contractual lien or any other express or implied security interest to Landlord with respect to Tenant's property. Within twenty (20) days after Tenant's written request, Landlord agrees to execute such instruments as may be reasonably required by Tenant or Tenant's lender evidencing such waiver.

23. **UTILITIES.** Tenant shall contract directly with the applicable utility companies, and Tenant shall pay directly to such utility companies, as they become due, all bills for electricity, gas, water and sewer, and all other utilities that are furnished to the Premises. Landlord agrees to cause to be provided to the Premises and the Building water, gas, electricity, telephone, and sewage utilities. Landlord reserves the right to suspend, delay or stop any of the services to be furnished and provided by Landlord under this Section whenever necessary due to any cause beyond Landlord's control, or for emergency, inspection, cleaning, repairs, replacements, alterations,

improvements or renewals that in Landlord's commercially reasonable judgment are desirable or necessary; and Landlord may suspend any of those services until completion of any work or until the cause of the suspension has been removed. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to promptly restore utility service and in the event restoration of service is within Landlord's control and Landlord fails to use commercially reasonable efforts to restore such service within a reasonable time, thereby causing all or a material portion of the Premises to be rendered untenable (meaning that Tenant is unable to use such space in the normal course of its business) by Tenant for the use permitted under this Agreement for more than three (3) consecutive days after notice from Tenant to Landlord that such service has been interrupted, then Base Rent shall abate on a per diem basis in the proportion which the untenable portion of the Premises bears to the total area of the Premises for each day after such three (3) day period during which the Premises remain untenable.

24. **DEFAULT.** If any of the following events ("defaults") shall occur: (i) Tenant fails to pay the Base Rent or any other sums payable by Tenant under this Agreement, and the failure continues for a period of five (5) days after the date such payment is due; (ii) Tenant fails to perform any other obligations under this Agreement and the failure continues for fifteen (15) days after written notice from Landlord, or for an unreasonable period of time if fifteen (15) days is not sufficient time to repair, remedy or correct the obligation breached; (iii) Tenant abandons the Premises; or (iv) Tenant becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors (provided, that in the event of an involuntary bankruptcy, Tenant shall not be in default hereunder unless such petition is not stayed or dismissed within sixty (60) days), then Landlord may re-enter the Premises (by an action in forcible entry and detainer or otherwise), and as Landlord elects, either (a) declare the Agreement terminated, in which event Landlord may thereafter possess and enjoy the Premises as though the Agreement had never been made, without prejudice, however, to any right of action which Landlord may have against Tenant at the time of such termination for Rent, damages, or breach of covenant previously accruing or occurring, or (b) relet the Premises on behalf of Tenant for the highest rent reasonably attainable in the judgment of Landlord without terminating the Agreement and recover from Tenant any deficiency between the rent received upon such reletting, and the Rent payable hereunder during the term of such reletting, plus any and all commercially reasonable expenses incurred by Landlord in connection with such reletting, including, without limitation, brokers' commissions, legal fees, and the expenses of any repairs or alterations to the Premises that Landlord deems necessary or appropriate to make in connection with such reletting.

25. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Agreement in whole or in part or sublet all or any part of the Premises unless Landlord has given, in its sole discretion, its prior written consent. No assignment or subletting shall relieve Tenant from liability for performance of its obligations under this Agreement.

26. **LIENS.** If, because of any act or omission of Tenant or anyone claiming through or under Tenant, any mechanic's or other lien or order for the payment of money is filed against the Premises, the Building, Tenant's leasehold estate, or Landlord (whether or not the lien or order is valid or enforceable as such), Tenant shall, at Tenant's sole expense, cause the same to be

cancelled and discharged of record within thirty (30) days after the date of filing, and shall indemnify and save harmless Landlord against any and all costs, expenses, claims, losses or damages, including reasonable counsel fees, resulting from the lien or Tenant's failure to release the same. This indemnity shall survive the expiration or termination of this Agreement.

27. PARTIAL INVALIDITY. If any provision of this Agreement or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

28. NONWAIVER. No waiver of any condition or covenant of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Agreement shall be construed to be a waiver on the part of Landlord of any right or remedy in law or otherwise.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

LANDLORD:

TENANT:

6701 SIPPEL STREET, LLC
a Delaware corporation

SPECIALTY RETAILERS, INC.,
a Texas corporation

By: *William Sale*

By: *Kent Williams*
Kent Williams (Jan 9, 2020)

Name: william sale

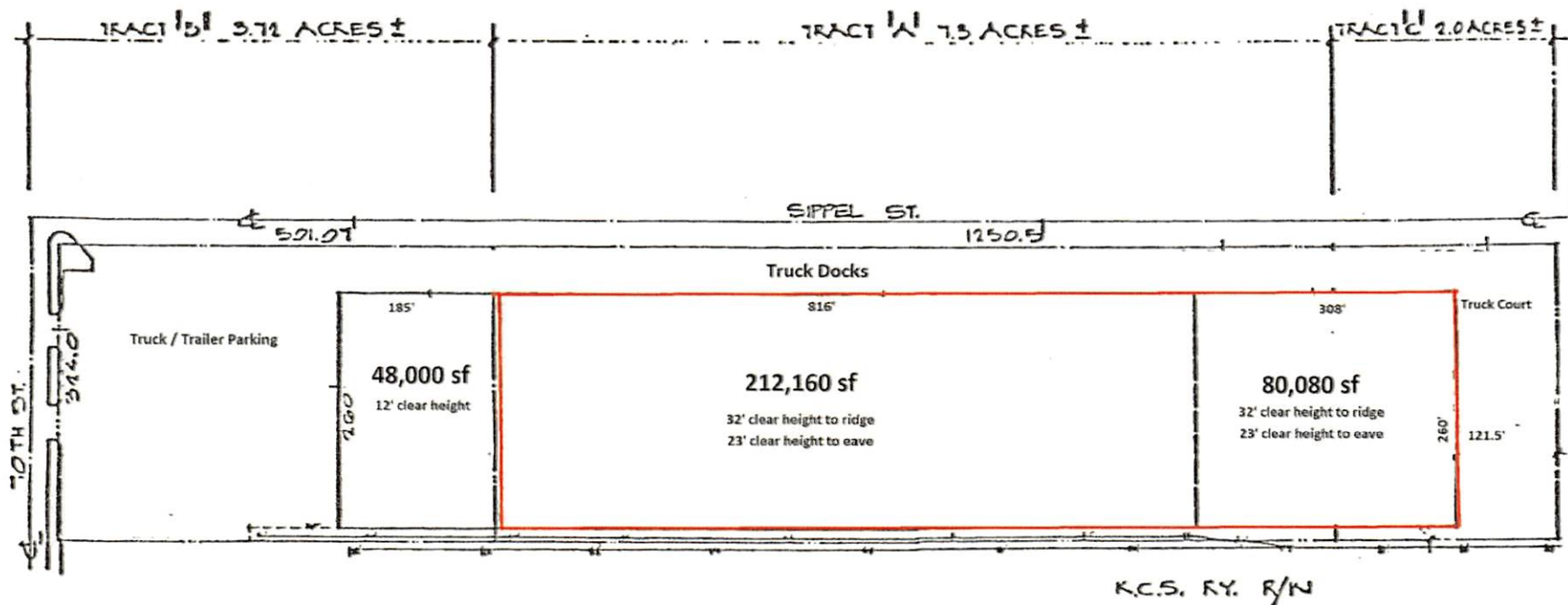
Name: Kent Williams

Title: Managing Member

Title: SVP – Real Estate / Construction

Date: Jan 11, 2020

Date: Jan 9, 2020



6701 SIPPEL ST.
SHREVEPORT, LA

PLOT PLAN
SCALE 1" = 100'

EXHIBIT "A" TO OCCUPANCY AGREEMENT

EXHIBIT B

AMENDMENT TO TEMPORARY OCCUPANCY AGREEMENT

THIS AMENDMENT TO TEMPORARY OCCUPANCY AGREEMENT (this "Amendment") is made and entered into effective as of the date of the last signature below (the "Effective Date"), by and between SIPPEL STREET, LLC, a Louisiana limited liability company ("Landlord"), and SPECIALTY RETAILERS, INC., a Texas corporation ("Tenant"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Temporary Occupancy Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Temporary Occupancy Agreement dated January 11, 2020 (the "Temporary Occupancy Agreement"), relating to the premises (the "Premises") located in the building located at 6701 Sippel Street, Shreveport, LA 71106, all as more particularly described therein, to which reference is here made for all purposes; and

WHEREAS, Landlord and Tenant have agreed to amend the Temporary Occupancy Agreement as provided below; and

WHEREAS, Landlord and Tenant desire to execute this Amendment to reflect such amendment to the Temporary Occupancy Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the mutual promises and agreements set forth herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord and Tenant agree that the Temporary Occupancy Agreement is hereby amended in the following respects:

- (a) 48,100 additional square feet in the South Warehouse section of the Building will be added to the Premises as set forth in Exhibit A ("Additional Premises"). Tenant will take possession of the Additional Premises on March 16, 2020.
- (b) Tenant will pay \$2.75 per square foot per year in Base Rent (payable in equal monthly installments of \$11,022.92) and \$0.32 per square foot per year in Additional Rent (payable in equal monthly installments of \$1,282.67) for the Additional Premises, payable in accordance with the terms of the Temporary Occupancy Agreement. Tenant will pay prorated Base Rent and Additional Rent for the Additional Premises for the period that Tenant possesses the Additional Premises in March of 2020.

The Temporary Occupancy Agreement, as amended hereby, is ratified and confirmed to be in full force and effect and that all rights, powers and duties created thereunder or existing thereby are ratified and confirmed in all respects. In the event of any conflict between the Temporary Occupancy Agreement and this Amendment, this Amendment shall control and govern the rights and obligations of the parties.

As of the Effective Date, no default or Event of Default, nor any other event, act, or omission which, with the giving of notice or passage of time, or both, would constitute a default or Event of Default, by either party has occurred and is continuing under the Temporary Occupancy Agreement.

This Amendment embodies the entire understanding between Landlord and Tenant with respect to the subject matter hereof and can be changed only by an instrument in writing executed by both Landlord and Tenant.

Each party hereto warrants to the other that no agent, finder, or broker had been involved with the negotiation, execution, and delivery of this Amendment. In the event of a breach of the foregoing warranty, the breaching party agrees to indemnify the other party from and against any claims resulting therefrom.

This Amendment may be executed in one or more counterparts, each such counterpart being an original hereof and all such counterparts taken together constituting but one and the same instrument and agreement, effective as of the Effective Date. For purposes of this Amendment, an electronic PDF or facsimile copy will be considered valid and binding as if an original.

Each party hereto hereby represents and warrants to the other that the signatories of this Amendment have the full power, authority, and legal right to execute this Amendment without obtaining the joinder, consent, or approval of, or otherwise notifying, any other party. Without limitation of the foregoing, Landlord represents and warrants that it does not need the consent or approval of any lender, mortgagee or ground lessor to effect this Amendment.

[Signature page follows.]

EXECUTED in multiple copies on the dates indicated next to the signatures hereto, to be effective for all purposes, however, as of the Effective Date.

LANDLORD:

6701 SIPPEL STREET, LLC, a Louisiana limited liability company

By: *William Sale*
Name: william sale
Title: Member

Executed by Landlord this 10th day of
March, 2020

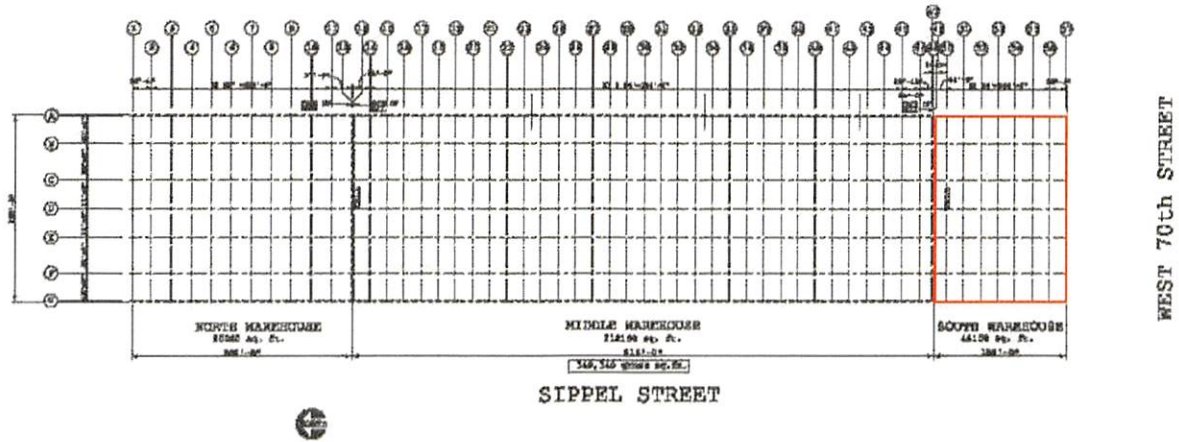
TENANT:

SPECIALTY RETAILERS, INC.,
a Texas corporation

By: *Kent Williams*
Kent Williams (Mar 10, 2020)
Name: Kent Williams
Title: SVP – Real Estate / Construction

Executed by Tenant this 10th day of
March, 2020

EXHIBIT A








Amendment to Temporary Occupancy Agreement (Shreveport, LA)

Final Audit Report

2020-03-10

Created:	2020-03-10
By:	Annette Hollingsworth (ahollingsworth@stage.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqtYTUNqZMzvUDg-3MYq56JBppsg49iUI

"Amendment to Temporary Occupancy Agreement (Shreveport, LA)" History

-  Document created by Annette Hollingsworth (ahollingsworth@stage.com)
2020-03-10 - 8:32:39 PM GMT- IP address: 74.124.40.40
-  Document emailed to william sale (bsale@saleproperties.com) for signature
2020-03-10 - 8:33:41 PM GMT
-  Email viewed by william sale (bsale@saleproperties.com)
2020-03-10 - 8:34:35 PM GMT- IP address: 208.180.195.89
-  Document e-signed by william sale (bsale@saleproperties.com)
Signature Date: 2020-03-10 - 8:47:35 PM GMT - Time Source: server- IP address: 208.180.195.89
-  Signed document emailed to kewilliams@stage.com, Annette Hollingsworth (ahollingsworth@stage.com) and william sale (bsale@saleproperties.com)
2020-03-10 - 8:47:35 PM GMT