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Proposed Co-Counsel for Debtors in Possession

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

_____)	
In re:)	Chapter 11
GYMBOREE GROUP, INC., <i>et al.</i> , ¹)	Case No. 19-30258 (KLP)
Debtors.)	(Jointly Administered)
_____)	

**NOTICE OF POSSIBLE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On January 17, 2019, the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”)² entered an Order (the “Bidding Procedures Order”) authorizing certain procedures to be used in connection with the sale(s) (the “Sale(s)”) of the assets (the “Assets”) of the above-captioned debtors (the “Debtors”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Gymboree Group, Inc. (6587); Gymboree Intermediate Corporation (1473); Gymboree Holding Corporation (0315); Gymboree Wholesale, Inc. (6588); Gym-Mark, Inc. (6459); Gymboree Operations, Inc. (6463); Gymboree Distribution, Inc. (8669); Gymboree Manufacturing, Inc. (6464); Gymboree Retail Stores, LLC (6461); Gym-Card, LLC (5720); and Gymboree Island, LLC (1215). The Debtors’ service address is 71 Stevenson Street, Suite 2200, San Francisco, California 94105.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion [Docket No. 26].

2. **On March 4, 2019 at a time to be determined**, a hearing (the “Sale Hearing”) will take place before the Honorable Keith L. Phillips, United States Bankruptcy Judge, 701 East Broad Street, Suite 5100, Richmond, Virginia 23219, where the Debtors will present for the Court’s approval one or more bid(s) for the Assets (each, a “Successful Bid”). The Debtors will have accepted the terms of any Successful Bid only when such bid has been approved by the Court.

3. In connection with the Sale(s), potential purchasers of the Assets may wish to assume certain of the Debtors’ executory contracts or unexpired leases (collectively, the “Contracts”). Pursuant to the Bidding Procedures Order, the Debtors hereby notify all counterparties to such Contracts that their Executory Contract or Unexpired Lease may be assumed by the Debtors and assigned to those potential purchasers that submit winning bid(s) for the Assets (“Successful Bidders”). The list of such Contracts is attached hereto as Schedule 1. Schedule 1 also indicates for each Executory Contract and Unexpired Lease the amount, if any, that the Debtors believe is required to be paid to the applicable Counterparty to cure any monetary defaults under such Executory Contract or Unexpired Lease pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code (“Cure Costs”). **The Debtors’ inclusion of any Contracts on Schedule 1 or any other notice served in connection with the Sale(s) shall not be a guarantee that such Executory Contract or Unexpired Lease ultimately will be assumed or assigned. In addition, the Debtors reserve all rights to amend, supplement, or revise the proposed cure amounts.**

4. Any Counterparty that wishes to object to the proposed Cure Costs for its Contract (each, a “Cure Objection”) must file with the Court and serve its Cure Objection on (a) the Debtors, The Gymboree Group, 71 Stevenson Street, Suite 2200, San Francisco, California, 94105 (Attn: Kimberly H. MacMillan, Esq.); (b) counsel for the Debtors, (i) Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, New York, 10005 (Attn: Dennis F. Dunne, Esq. (ddunne@milbank.com), Evan R. Fleck, Esq. (efleck@milbank.com), and Michael W. Price, Esq. (mprice@milbank.com)) and (ii) Kutak Rock LLP, 901 East Byrd Street, Suite 1000, Richmond, Virginia 23219 (Attn: Michael A. Condyles, Esq. (michael.condyles@kutakrock.com), Peter J. Barrett, Esq. (peter.barrett@kutakrock.com), Jeremy S. Williams, Esq. (jeremy.williams@kutakrock.com), and Brian H. Richardson, Esq. (brian.richardson@kutakrock.com)); (c) counsel for the official committee of unsecured creditors appointed in these chapter 11 cases; (d) counsel (if applicable) of any Stalking Horse Bidder(s); (e) counsel (if applicable) of any applicable Successful Bidder(s); (f) counsel (if applicable) of any Backup Bidder(s) (as defined in the Bidding Procedures); and (g) the Office of the United States Trustee for the Eastern District of Virginia, (collectively, the “Objection Recipients”) **no later than 5:00 p.m. (prevailing Eastern Time) on the date that is 14 days from the service of this Assumption and Assignment Notice.**

5. Any Cure Objection must state, with specificity, the legal and factual bases therefor, including any appropriate documentation in support thereof.

6. The Bidding Procedures Order requires that the Debtors and a Counterparty that has filed a Cure Objection first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Objections at or subsequent to the Sale Hearing; provided that the determination of whether a Cure Objection may be heard at the Sale Hearing is in the Debtors’ and

the Court's discretion. The relevant Asset Purchase Agreement will provide for the establishment of a cash reserve equal to the cure amount the objecting Counterparty reasonably believes is required to cure the asserted monetary default under the applicable Executory Contract or Unexpired Lease (or as otherwise ordered by the Court). Upon the Court's resolution of any Cure Objection, whether or not such resolution occurs prior to or after the closing of the applicable Sale, the Debtors or the applicable Successful Bidder, as applicable, will have the right to exclude the Contract or Lease subject to such Cure Objection from the Assets to be sold as part of the applicable Sale.

7. If a Counterparty fails to timely file with the Court and serve on the Objection Recipients a Cure Objection, the Counterparty will be deemed to have consented to the Cure Costs set forth in Schedule 1 and forever will be barred from asserting any objection to such Cure Costs or any other claims related to the applicable Contract or Lease against the Debtors or any Successful Bidder(s) or their respective property, and such Cure Costs will constitute the only amount necessary to cure outstanding defaults under the applicable Executory Contract or Unexpired Lease in accordance with section 365(b) of the Bankruptcy Code, notwithstanding anything to the contrary in such Contract, or any other document.

8. In the event that the Debtors identify any Counterparties that were not served with this Assumption and Assignment Notice, the Debtors may subsequently serve such Counterparty with an Assumption and Assignment Notice, and the following procedures will nevertheless apply to such Counterparty; provided, however, that the deadline for such Counterparty to file a Cure Objection will be **5:00 p.m. (prevailing Eastern Time) on the date that is seven days following service of such modified Assumption and Assignment Notice.**

9. The inclusion of an Executory Contract or Unexpired Lease on Schedule 1 or on any subsequently filed list(s) of Proposed Assumed Contracts (collectively, the "Contract Notices") shall not constitute or be deemed a determination or admission by the Debtors, the applicable Successful Bidder(s), or any other party in interest that such Contracts is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or that the stated Cure Costs are due (all rights with respect thereto being expressly reserved).

10. The Contract Notices shall be without prejudice to the Debtors' and/or each Successful Bidder's rights to subsequently exclude any Proposed Assumed Contract from the assumption prior to the closing of the applicable Sale(s).

11. The Debtors' assumption and assignment of an Executory Contract or Unexpired Lease is subject to approval by the Court and consummation of the relevant Sale. Absent entry of a Sale Order(s) approving the assumption and/or assignment of an Executory Contract or Unexpired Lease and the consummation of the relevant Sale, the Executory Contract or Unexpired Lease shall be deemed neither assumed nor assigned.

12. Copies of the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge at the Prime Clerk Website. Copies of these documents are also available for inspection during regular business hours at the Office of the Clerk of the Court, located at 701 East Broad Street, Suite 4000, Richmond, Virginia 23219, and may be viewed for a fee on the

internet at the Court's website (<https://www.vaeb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

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Dated: January 25, 2019
Richmond, Virginia

/s/ Brian H. Richardson

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Peter J. Barrett, Esq. (VA 46179)

Jeremy S. Williams, Esq. (VA 77469)

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Proposed Co-Counsel for Debtors in Possession

Schedule 1

Schedule 1

Counterparty	Contract Description	Cure Amount¹
Baby2Baby	Agreement, dated as of March 17, 2018, by and between Baby2Baby and Gymboree Operations, Inc. and its affiliates. Agreement, dated as of November 6, 2018, by and between Baby2Baby and Gymboree Group, Inc. and its affiliates.	\$ -
Eva Chen	Master Services Agreement, dated as of May 17, 2018, by and between Eva Chen and Gymboree Group, Inc.	\$ -
Reyn Spooner, Inc.	License Agreement, dated as of December 3, 2018, by and between Reyn Spooner, Inc. and Gymboree Manufacturing, Inc. and its affiliates.	\$ -
Aerin LLC	Co-Branding Licensing Agreement, dated as of April 5, 2018, by and between Aerin LLC and Gymboree Group, Inc. and Gymboree Manufacturing, Inc.	\$ -
Hudson's Bay Company/Saks Fifth Avenue/Saks Fifth Avenue Off 5th	Vendor Agreement and Terms and Conditions, dated as of July 20, 2017.	\$ -
Azadea G Group Limited	International Retail Store Franchise Agreement for Janie and Jack Stores, effective as of October 1, 2012, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Azadea G Group Limited, as amended.	\$ -
Zappos Merchandising, Inc.	Zappos Merchandising, Inc. Vendor Agreement, dated as of January 11, 2018, by and between Gymboree Group, Inc. and Zappos Merchandising, Inc.	\$ -
Fashion Depot S.A. De C.V.	Gymboree Wholesale Agreement for Mexico, dated as of May 15, 2017, by and between Gymboree Manufacturing, Inc. and Fashion Depot S.A. De C.V. and Amendment to Wholesale Agreement, dated as of August 3, 2018, by and between Gymboree Manufacturing, Inc. and Fashion Depot S.A. De C.V.	\$ -
Walmart.com USA, LLC	Walmart.com General Merchandise Agreement, by and between Gymboree Group, Inc. and Walmart.com USA, LLC.	\$ -
Rachel Zoe Creations, LLC	Master Services Agreement, dated as of August 15, 2018, by and between Rachel Zoe Creations, LLC and Gymboree Group, Inc.	\$ -
Universal Studios Licensing LLC	Schedule A, dated as of October 1, 2017, to Master Merchandising License Agreement, dated October 1, 2017, by and between Universal Studios Licensing LLC and Gymboree Manufacturing, Inc. (Jurassic World Franchise – Contract No. 201300972). Schedule B, dated as of January 1, 2019, to Master Merchandising License Agreement, dated October 1, 2017, by and between Universal Studios Licensing LLC and Gymboree Manufacturing, Inc. (The Voyage of Doctor Dolittle – Contract No. 201302594).	\$ -
Zeavion Holding PTE. LTD.	License and Assignment Agreement, dated as of July 15, 2016, by and between The Gymboree Corporation, Gym-Mark, Inc. and Zeavion Holding PTE. LTD.	\$ -
Azadea G Group Limited, Kamar	The Gymboree Corporation and Azadea G Group Limited International Retail Store Franchise Agreement for Gymboree Stores (as amended and restated from time to time), effective as of October 1, 2012, by and	\$ -

¹ The Cure Amount listed herein reflects the aggregate cure amount for all contracts of the applicable counterparty listed in this chart. Such cure amounts shall in no way bind the Debtors, and the Debtors reserve all rights to amend or revise such proposed cure amounts.

Counterparty	Contract Description	Cure Amount ¹
	<p>between The Gymboree Corporation and Azadea G Group Limited, The Gymboree Corporation and Azadea G Group Limited International Retail Store Franchise Agreement for Gymboree Stores (Amended and Restated) Confidentiality and Non-Competition Agreement (for Senior Brand Managers and Brand Managers), by and between Azadea G Group Limited, Kamar, and The Gymboree Corporation.</p> <p>The Gymboree Corporation and Azadea G Group Limited International Retail Store Franchise Agreement for Gymboree Stores (Amended and Restated) Confidentiality and Non-Competition Agreement (for Senior Brand Managers and Brand Managers), by and between Azadea G Group Limited, Mohamed, and The Gymboree Corporation.</p>	
Azadea G Group Limited, Mohamed	The Gymboree Corporation and Azadea G Group Limited International Retail Store Franchise Agreement for Gymboree Stores (Amended and Restated) Confidentiality and Non-Competition Agreement (for Senior Brand Managers and Brand Managers), by and between Azadea G Group Limited, Mohamed, and The Gymboree Corporation	\$ -
Montreal Fashion Group, S.A.	International Retail Store Franchise Agreement, effective as of March 21, 2013, by and between The Gymboree Corporation and Montreal Fashion Group, S.A., along with Amendment No. 1 to International Retail Store Franchise Agreement, effective as of March 21, 2014, by and between The Gymboree Corporation and Montreal Fashion Group, S.A., along with Assignment and Assumption Agreement, effective as of May 1, 2015, by and between Montreal Fashion Group, S.A., UltraSports International S.A., and The Gymboree Corporation.	\$ -
North Bay Distribution, Inc.	Logistics Service Agreement, dated as of April 20, 2016, by and between North Bay Distribution, Inc. and Gymboree Manufacturing, Inc., as amended by that certain First Amendment.	\$ 340,515
<p>Stored Value Systems, Inc.</p> <p>Comdata Stored Value Solutions, Inc.</p> <p>Ceridian Stored Value Solutions</p>	<p>Services Agreement, dated as of April 14, 2004, by and between Gymboree Retail Stores, Inc., The Gymboree Stores, Inc. and Stored Value Systems, Inc., as amended.</p> <p>Services Agreement, dated as of June 1, 2008, by and between Gymboree Retail Stores, Inc. and Comdata Stored Value Solutions, Inc.</p> <p>Services Agreement, dated as of June 1, 2008, by and between Gym-Card, LLC and Ceridian Stored Value Solutions, Inc. (formerly known as Comdata Stored Value Solutions, Inc.) as amended.</p> <p>Distributor Agreement, dated as of June 1, 2008, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Comdata Stored Value Solutions, Inc.</p> <p>Services Agreement, dated as of June 1, 2008, by and between Gymboree Retail Stores, Inc. and Comdata Stored Value Solutions, Inc.</p> <p>Services Agreement, dated as of June 1, 2008, by and between Gym-Card, LLC and Ceridian Stored Value Solutions, Inc. (formerly known as Comdata Stored Value Solutions, Inc.) as amended.</p>	\$ 354,426

Counterparty	Contract Description	Cure Amount ¹
	Distributor Agreement, dated as of June 1, 2008, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Comdata Stored Value Solutions, Inc.	
Salesforce.com, Inc.	<p>Salesforce.com, Inc. Order Form for Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation), dated as of January 12, 2018, by Gymboree Group, Inc.</p> <p>Salesforce.com, Inc. Order Form for Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) (Quote Number Q-00911796), dated as of December 22, 2016, by and between Gymboree Group, Inc. and Salesforce.com, Inc.</p> <p>Salesforce.com, Inc. Order Form for Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) (Quote Number 00911654), dated as of December 22, 2016, by and between Gymboree Group, Inc. and Salesforce.com, Inc.</p> <p>Unified Pilot Research Agreement, dated on or about March 12, 2018, by and between Salesforce.com, Inc. and Gymboree Group, Inc.</p> <p>Unified Pilot Research Agreement, dated on or about December 9, 2018, by and between Salesforce.com, Inc., and Gymboree Group, Inc.</p> <p>Master Subscription Agreement, dated as of January 31, 2014, by and between Salesforce.com, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation), as amended.</p> <p>Salesforce.com, Inc. Order Form, dated as of December 22, 2016, by and between salesforce.com, inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Salesforce marketing cloud Order Form, dated on December 22, 2016, by and between Salesforce.com, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	\$ 698,829
InMoment, Inc.	InMoment, Inc. Order Form #1, dated on or about March 10, 2017, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and InMoment, Inc.	\$ 34,828
Oracle America, Inc.	<p>Oracle License and Services Agreement OLSAv111506-391023-30-APR-2007, dated as of April 30, 2007, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Oracle America, Inc. (successor-in-interest to Oracle USA, Inc.), as amended.</p> <p>Oracle Ordering Document, dated as of November 29, 2013, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Oracle America, Inc.</p> <p>Data Processing Agreement, dated as of November 3, 2015, by and between Oracle America, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Oracle License and Services Agreement v073112, dated as of December 19, 2012, by and between Gymboree Group, Inc.</p>	\$ 19,905

Counterparty	Contract Description	Cure Amount ¹
	<p>(successor-in-interest to The Gymboree Corporation) and Oracle America, Inc., as amended.</p> <p>Oracle Ordering Document, dated on or about December 19, 2012, by and between Oracle America, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Oracle Ordering Document, dated on or about March 6, 2017, by and between Oracle America, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	
Oracle USA, Inc.	Ordering Document US-391023-OD-06-AUG-2007, dated as of August 6, 2007, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Oracle USA, Inc., as amended	\$ -
Amplience, Inc.	<p>Order Form and Terms Amplience Big Content Cloud, dated as of October 3, 2016, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Amplience, Inc.</p> <p>Amplience Professional Services Statement of Work, dated as of April 3, 2017, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Amplience Inc.</p>	\$ -
Avalara Inc	<p>Addendum to the Terms and Conditions, dated as of February 8, 2017, by and between Avalara, Inc. and its Affiliates and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Statement of Work Avalara Implementation Consulting Project, dated as of February 8, 2017, by and between Gymboree and Avalara, Inc.</p>	\$ 3,772
Bazaarvoice, Inc.	<p>Service Order, dated as of April 3, 2015, between Bazaarvoice, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation), as amended.</p> <p>Bazaarvoice, Inc. Master Agreement, dated as of April 3, 2015, by and between Bazaarvoice, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Bazaarvoice, Inc. Service Order, dated as of April 3, 2015, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Bazaarvoice, Inc.</p> <p>Statement of Work #0065000000UrKm0, dated as of April 3, 2015, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Bazaarvoice, Inc.</p>	\$ -
Epicor	Addendum for the use of QAS Batch for Epicor CRM DPV and LACS.	\$ -
Ceridian Stored Value Solutions	<p>Services Agreement for Gymbucks Coupons, dated as of May 16, 2005, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Ceridian Stored Value Solutions, Inc. (formerly known as Stored Value Solutions, Inc.), as amended.</p> <p>Services Agreement, dated as of June 1, 2008, by and between Gym-Card, LLC and Ceridian Stored Value Solutions, Inc. (formerly known as Comdata Stored Value Solutions, Inc.) as amended.</p>	\$ -

Counterparty	Contract Description	Cure Amount ¹
	<p>Distributor Agreement, dated as of June 1, 2008, by and between Ceridian Stored Value Solutions, Inc. (formerly known as Comdata Stored Value Solutions, Inc.) and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Distributor Agreement, dated as of July 1, 2011, by and between Ceridian Stored Value Solutions, Inc. and Gym-Card, LLC.</p> <p>Third Party Card Personalization Services Schedule, dated as of February 16, 2010, by and between Gym-Card, LLC and Ceridian Stored Value Solutions, Inc. (formerly known as Stored Value Solutions, Inc.).</p> <p>Incentive Gift Card Agreement, dated as of October 5, 2010, by and between Gym-Card, LLC and Ceridian Stored Value Solutions, Inc.</p>	
CyberSource Corporation	<p>CyberSource Internet Commerce Services Agreement, dated as of October 12, 1999, by and between CyberSource Corporation and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation), as amended.</p> <p>CyberSource PCI Addendum, dated on or about of September 18, 2007, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and CyberSource Corporation.</p> <p>CyberSource Solutions Reseller Agreement, dated on or about September 7, 2000, by and between CyberSource Corporation and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	\$ 25,769
Compuware Corporation	Gomez Order Form, dated as of August 19, 2010, by and between Compuware Corporation and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).	\$ -
Ensignten	Ensignten User Agreement, dated as of October 25, 2012, by and between Ensignten and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).	\$ 14,300
Flow Commerce, Inc.	Flow Client Subscription Order, dated on or about December 22, 2017, by and between Flow Commerce, Inc. and Gymboree Retail Stores, LLC.	
Oracle Credit Corporation	<p>Payment Plan Agreement, by and between Oracle Credit Corporation and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Payment Schedule No. 31269, by and between Oracle Credit Corporation and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	\$ -
Kount, Inc.	Kount Master Services Agreement, dated on or about February 8, 2017, by and between Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation) and Kount Inc.	\$ 29,124
Linc Global, Inc.	SAAS Master Agreement, dated as of March 15, 2018, by and between Linc Global, Inc. and Gymboree Group, Inc.	\$ 37,500
Demandware, Inc.	Master Agreement for Cloud Services, dated on or about October 5, 2016, by and between Demandware, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).	\$ 492,006

Counterparty	Contract Description	Cure Amount ¹
	<p>Two-Party Escrow Services Agreement, Deposit Account Number 27196, dated on or about April 22, 2005, by and between Demandware, Inc. and Iron Mountain Intellectual Property Management, Inc.</p> <p>Client Services Statement of Work for Site Readiness Assessment and Launch Readiness Boot Camp, dated as of September 30, 2016, by and between Demandware, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	
Gomez, Inc	<p>Gomez Purchase Agreement Order Form, dated June 2, 2006, by and between Gomez, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Gomez Purchase Agreement Order Form, dated as of June 1, 2007, by and between Gomez, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Gomez Order Form, dated on or about September 2, 2008, by and between Gomez, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	\$ -
QAS Ltd.	<p>QAS Ltd. License Terms and Conditions, by and between QAS Ltd. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Special Terms between QAS and Gymboree Corporation (Quote HF-4TJBS) in relation to the QAS Ltd. License Terms and Conditions, by and between QAS Ltd. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>QAS Ltd. Worldwide Support Service Policy, by and between Gymboree Group, Inc. (successor-in interest to The Gymboree Corporation) and QAS Ltd.</p> <p>Statement of Work, by and between QAS Ltd. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	\$ -
Experian Marketing Solutions, Inc.	<p>Experian QAS Professional Services Statement of Work, dated as of July 11, 2013, by and between Experian Marketing Solutions, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p> <p>Experian QAS Professional Services Statement of Work, dated as of October 2, 2013, by and between Experian Marketing Solutions, Inc. and Gymboree Group, Inc. (successor-in-interest to The Gymboree Corporation).</p>	\$ -
Iron Mountain	Two-Party Escrow Services Agreement, Deposit Account Number 27196, dated on or about April 22, 2005, by and between Demandware, Inc. and Iron Mountain Intellectual Property Management, Inc.	\$ 22,510-
Corte Madera Village LLC	Lease - Village at Corte Madera	\$ -
Simon Property Group	Lease - Brea Mall	\$ -
Bellevue Square Managers, Inc.	Lease - Bellevue Square	\$ -
Brookfield Properties	Lease - Fashion Show Mall	\$ -

Counterparty	Contract Description	Cure Amount ¹
Simon Property Group	Lease - Westchester	\$ -
Caruso Affiliated	Lease - Grove at Farmers Market	\$ -
Brookfield Properties	Lease - Bridgewater Commons	\$ -
Taubman Co.	Lease - Mall at Short Hills	\$ -
Willow Bend Mall	Lease - Willow Bend	\$ -
Taubman Co.	Lease - Cherry Creek Shopping Center	\$ -
Taubman Co.	Lease - Twelve Oaks Mall	\$ -
Brookfield Properties	Lease - Shops at Merrick Park	\$ -
Simon Property Group	Lease - Barton Creek Square	\$ -
Simon Property Group	Lease - Fashion Valley Mall	\$ -
Natick Mall c/o Gen Growth	Lease - Natick Mall	\$ -
Simon Property Group	Lease - Houston Galleria	\$ -
Taubman Co.	Lease - International Plaza	\$ -
Simon Property Group	Lease - Woodfield Mall	\$ -
Brookfield Properties	Lease - St. Louis Galleria	\$ -
The Irvine Company, LLC	Lease - Newport Fashion Island	\$ -
General Growth Co.	Lease - Northbrook Court	\$ -
Simon Property Group	Lease - Southpark Mall	\$ -
Westfield, Intl.	Lease - Old Orchard Shopping Center	\$ -
Macerich Co.	Lease - Tysons Corner	\$ -
Somerset Collection LP	Lease - Somerset North	\$ -
Simon Property Group	Lease - La Plaza Mall	\$ -
Kirkbride Properties	Lease - 1202 Burlingame Avenue	\$ -
Westfield, Intl.	Lease - University Towne Centre	\$ -
Macerich Co.	Lease - Broadway Plaza	\$ -
Westfield, Intl.	Lease - Fashion Square	\$ -
Taubman Co.	Lease - Fair Oaks Mall	\$ -
Brookfield Properties	Lease - Oxmoor Center	\$ -
Simon Property Group	Lease - Keystone Fashion Mall	\$ -
General Growth Co.	Lease - The Woodlands Mall	\$ -
Continental Retail Property Services	Lease - Galleria Of Mt. Lebanon	\$ -
First Interstate Properties Ltd.	Lease - Legacy Village	\$ -
WP Glimcher Inc.	Lease - Polaris Fashion Place	\$ -
Simon Property Group	Lease - Roosevelt Field Mall	\$ -
Westfield, Intl.	Lease - Garden State Plaza	\$ -
Macerich/Westcor	Lease - Scottsdale Fashion Square	\$ -
Kravco Simon Company	Lease - King of Prussia Plaza	\$ -
Turnberry Associates	Lease - Aventura Mall	\$ -
WP Glimcher Inc.	Lease - Town Center Plaza	\$ -
Towson Town Center	Lease - Towson Town Center	\$ -

Counterparty	Contract Description	Cure Amount ¹
Simon Property Group	Lease - St. John's Towne Center	\$ -
Northpark Center, Ltd.	Lease - Northpark Center	\$ -
1311 Montana, LLC	Lease - Montana Avenue	\$ -
SLTS Grand Avenue II, LP	Lease - Southlake Town Square	\$ -
Forbes/Cohen	Lease - The Gardens	\$ -
Mizner Park	Lease - Mizner Park	\$ -
Eastview Mall LLC	Lease - Eastview Mall	\$ -
Simon Property Group	Lease - Del Amo Fashion Center	\$ -
Simon Property Group	Lease - Orland Square	\$ -
DDR Corp.	Lease - Birkdale Village	\$ -
Macerich Co.	Lease - Arden Fair	\$ -
Westfield, Intl.	Lease - San Francisco Centre	\$ -
Westfield, Intl.	Lease - Topanga Plaza	\$ -
Forbes Taubman Orlando, LLC	Lease - Mall at Millenia	\$ -
Starwood Property Management	Lease - Partridge Creek	\$ -
Plaza Associates	Lease - Crabtree Valley Mall	\$ -
Macerich Co.	Lease - La Cumbre Plaza	\$ -
Westfield, Intl.	Lease - Santa Anita Fashion Park	\$ -
Simon Property Group	Lease - Phipps Plaza	\$ -
RPAI US Management LLC	Lease - Shoppes at Union Hill	\$ -
Simon Property Group	Lease - Shops at Riverside	\$ -
Westfield, Intl.	Lease - Annapolis Mall	\$ -
Coolsprings Mall, LLC	Lease - Coolsprings Galleria	\$ -
Moac Mall Holdings, LLC	Lease - Mall Of America	\$ -
Westfield, Intl.	Lease - Galleria at Roseville	\$ -
Brookfield Properties	Lease - Ala Moana Center	\$ -
SRP Property Management LLC	Lease - Blue Back Square	\$ -
TH Real Estate Americas	Lease - Marlton Square	\$ -
Highland Village, LP	Lease - Highland Village	\$ -
Simon Property Group	Lease - Stanford Shopping Center	\$ -
Taubman Co.	Lease - El Paseo Village	\$ -
HSC Holdings, LLC	Lease - Hillsdale Shopping Center	\$ -
Simon Property Group	Lease - Shops at Mission Viejo	\$ -
Brookfield Property	Lease - North Star Mall	\$ -
Macerich Co.	Lease - Danbury Fair Mall	\$ -
Simon Property Group	Lease - Pheasant Lane Mall	\$ -
Simon Property Group	Lease - South Shore Plaza	\$ -
Simon Property Group	Lease - The Falls	\$ -
The Grove Fee Owner, LLC	Lease - The Grove at Shrewsbury	\$ -

Counterparty	Contract Description	Cure Amount ¹
Simon Property Group	Lease - Ross Park Mall	\$ -
RREEF Funds	Lease - Manhattan Village	\$ -
Madison Marquette	Lease - Princeton Marketfair	\$ -
Westfield, Intl	Lease - Montgomery Mall (MD)	\$ -
168th & Dodge LP	Lease - Village Point	\$ -
Vestar Properties, Inc.	Lease - District at Green Valley Ranch	\$ -
Brookfield Properties	Lease - Fashion Place	\$ -
Cushman & Wakefield	Lease - Carmel Plaza	\$ -
Westfield, Intl.	Lease - Valencia Town Center	\$ -
Simon Property Group	Lease - Mall at Chestnut Hill	\$ -
Taubman Co.	Lease - Mall at University Town Center	\$ -
PR Avalon Phase I Owner, LLC	Lease - Avalon	\$ -
BP Prucenter Acquisition LLC	Lease - Shops at Prudential Center	\$ -
Simon Property Group	Lease - Burlington Mall	\$ -
Westfield, Intl.	Lease - Valley Fair Shopping Center	\$ -
Causeway LLC	Lease - Lakeside Mall (LA)	\$ -
East 67th Street Owners, Inc.	Lease - 1150 Third Avenue	\$ -
CBL & Assoc.	Lease - Fayette Mall	\$ -
Simon Premium Outlets	Lease - Orlando International Premium Outlets	\$ -
Simon Premium Outlets	Lease - Prime @ San Marcos	\$ -
Simon Premium Outlets	Lease - Sawgrass Mills	\$ -
Simon Premium Outlets	Lease - Silver Sands Factory Stores	\$ -
Tanger Factory Outlet Centers	Lease - Tanger @ Rehoboth	\$ -
Simon Premium Outlets	Lease - Prime @ Williamsburg	\$ -
Tanger Factory Outlet Centers	Lease - Tanger @ Sevierville	\$ -
Gilroy Premium Outlets, LLC	Lease - Gilroy Premium Outlets	\$ -
Simon Premium Outlets	Lease - Katy Mills	\$ -
Tanger Factory Outlet Centers	Lease - Tanger @ Charleston	\$ -
PA Outlet Management	Lease - Rockvale Outlets	\$ -
Tanger Factory Outlet Centers	Lease - Tanger Outlet @ Hershey	\$ -
Tanger Factory Outlet Centers	Lease - Tanger @ Hilton Head	\$ -
Macerich Co/Talisman	Lease - Fashion Outlets Of Chicago	\$ -
Simon Premium Outlets	Lease - Napa Premium Outlets	\$ -
Simon Premium Outlets	Lease - San Francisco Premium Outlets	\$ -
Simon Premium Outlets	Lease - Grand Prairie Premium Outlets	\$ -
Simon Premium Outlets	Lease - Ontario Mills	\$ -
Simon Premium Outlets	Lease - Woodburn Company Stores	\$ -

Counterparty	Contract Description	Cure Amount¹
Simon Premium Outlets	Lease - Potomac Mills	\$ -
Ned Management Limited Partnership	Lease - Palm Beach Fashion Outlets	\$ -
Simon Premium Outlets	Lease - Opry Mills	\$ -
Tanger Factory Outlet Centers	Lease - Tanger @ The Arches/Deer Park	\$ -
Simon Premium Outlets	Lease - Edinburgh Premium Outlets	\$ -
Simon Premium Outlets	Lease - Hagerstown Premium Outlets	\$ -
Simon Property Group	Lease - Grapevine Mills	\$ -
Simon Premium Outlets	Lease - Tampa Premium Outlets	\$ -
Simon Premium Outlets	Lease - Arundel Mills	\$ -
Macerich Co/Talisman	Lease - Fashion Outlets at Niagara Falls	\$ -
Simon Premium Outlets	Lease - Twin Cities Premium Outlets	\$ -
Simon Premium Outlets	Lease - Concord Mills	\$ -
Tanger Factory Outlet Centers	Lease - Tanger @ Savannah	\$ -
Las Americas Premium Outlets, LLC	Lease - Las Americas Premium Outlets	\$ -
Camarillo Premium Outlets	Lease - Camarillo Premium Outlets	\$ -
Simon Premium Outlets	Lease - Round Rock Premium Outlets	\$ -
Miromar Development Corp.	Lease - Miromar Outlets	\$ -
Simon Premium Outlets	Lease - Wrentham Village Premium Outlets	\$ -
Simon Premium Outlets	Lease - Houston Premium Outlets	\$ -
St. Augustine Premium Outlets	Lease - St. Augustine Premium Outlets	\$ -
Tanger Factory Outlet Centers	Lease - Tanger @ Pittsburgh	\$ -
Simon Premium Outlets	Lease - Charlotte Premium Outlets	\$ -
Simon Premium Outlets	Lease - Chicago Premium Outlets	\$ -
TSG Chesterfield Lifestyle, LLC	Lease - Prestige/Chesterfield Outlets	\$ -
Allen Premium Outlets, LP	Lease - Allen Premium Outlets	\$ -
Simon Property Group	Lease - Denver Premium Outlets	\$ -
Taubman Co.	Lease - Mall Of San Juan	\$ -
Total		\$ 2,108,312