



UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION
 One Lafayette Centre
 1120 20th Street, N.W. — 9th Floor
 Washington, DC 20036-3419

FAX:
 COM (202) 606-5050
 FTS (202) 606-5050

SECRETARY OF LABOR,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket Nos. 91-3436
	:	91-3437
McCRORY STORES, DIV. OF McCRORY	:	91-3438
CORPORATION, & J.J. NEWBERRY	:	91-3439
STORES, DIV. OF J.J. NEWBERRY CO.,	:	
	:	
Respondents.	:	

ORDER

This matter is before the Commission on an order granting the Respondents' petition for interlocutory review. The parties have now filed a stipulation and settlement agreement.

Having reviewed the record, and based upon the representations appearing in the stipulation and settlement agreement, we conclude that this case raises no matters warranting further review by the Commission. The terms of the stipulation and settlement agreement do not appear to be contrary to the Occupational Safety and Health Act and are in compliance with the Commission's Rules of Procedure.

Accordingly, we incorporate the terms of the stipulation and settlement agreement into this order, and we set aside any orders of the administrative law judge to the extent that they are inconsistent with the stipulation and settlement agreement. This is the final order of the Commission in this case. See 29 U.S.C. §§ 659(c), 660(a), and (b).

Edwin G. Foulke, Jr.
 Chairman

Velma Montoya
 Commissioner

Dated July 1, 1993

NOTICE OF ORDER

The attached Order by the Occupational Safety and Health Review Commission was issued and served on the following on July 1, 1993.

Daniel J. Mick, Esq.
Counsel for Regional Trial Litigation
Office of the Solicitor, USDOL
200 Constitution Ave., N.W. Room S4004
Washington, D.C. 20210

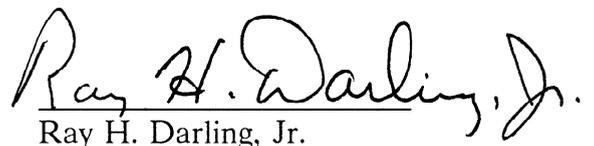
Patricia Rodenhausen, Esq.
Regional Solicitor
Office of the Solicitor, U.S. DOL
201 Varick St., Room 707
New York, NY 10014

Robert P. Davis, Esquire
Mayer, Brown & Platt
2000 Pennsylvania Avenue, N. W.
Washington, D. C. 20006-1882

William D. Goldberg, General Counsel
McCrary Corporation
2955 East Market Street
York, PA 17402

Arthur G. Sapper, Esquire
McDermott, Will & Emery
1850 K Street, N. W.
Washington, D.C. 20006-2296

FOR THE COMMISSION


Ray H. Darling, Jr.
Executive Secretary

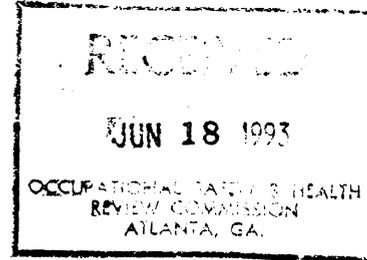
U.S. Department of Labor

Office of the Solicitor
201 Varick Street
New York, New York 10014



Reply to the Attention of: **SOL:SDD:srm**
33928
Tel. 212-337-2081

June 14, 1993



Honorable Paul L. Brady
Occupational Safety and Health
Review Commission
1365 Peachtree Street, N.E.
Atlanta, Georgia 30309-3119

Dear Judge Brady:

Re: Secretary of Labor v. McCrory Corporation, et al.
OSHC Docket No. 91-3436 - 91-3439

Enclosed please find the fully executed settlement agreement in the above referenced matters.

Also enclosed is a copy of the Order of the Bankruptcy Court approving said settlement.

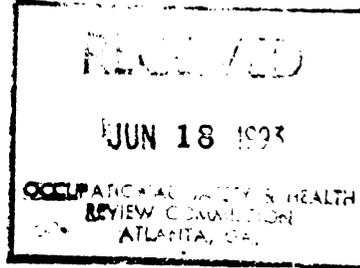
Sincerely,

Patricia M. Rodenhausen
Regional Solicitor

BY: 
Stephen D. Dubnoff
Counsel for Occupational Safety
and Health

Enclosure

cc: Robert P. Davis, Esq.
Sue Ann Wolff, Esq.



Presentment Date:
June 9, 1993
12:00 o'clock noon

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re :
McCRORY CORPORATION et al., : Chapter 11
Debtors. : Case No. 92-B-41133 (CB)
----- x

**ORDER PURSUANT TO RULE 9019 OF THE FEDERAL RULES
OF BANKRUPTCY PROCEDURE APPROVING A SETTLEMENT
AGREEMENT COMPROMISING AND SETTLING CLAIMS BETWEEN
AND AMONG DEBTORS AND DEBTORS-IN-POSSESSION McCRORY
STORES, A DIVISION OF McCRORY CORPORATION AND J.J.
NEWBERRY STORES, A DIVISION OF J.J. NEWBERRY CO., AND
ROBERT B. REICH, SECRETARY OF LABOR, UNITED STATES
DEPARTMENT OF LABOR**

Upon the application of McCrory Stores, a division of McCrory Corporation, and J.J. Newberry Stores, a division of J.J. Newberry Co., two of the above-captioned debtors and debtors-in-possession ("McCrory Stores and J.J. Newberry are referred to herein collectively as "McCrory"), for an order pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving a settlement agreement dated May 4, 1993 (attached to the Application as Exhibit A, the "Settlement Agreement") compromising and settling claims between and among McCrory, and Robert B. Reich, Secretary of Labor, United States Department of Labor,

Complainant before the United States Occupational Safety and Health Review Commission; and it appearing that the relief requested in the Application is in the best interests of McCrory and its estate, creditors, and equity security holders; and after due deliberation and good and sufficient cause appearing therefor; it is

ORDERED, that the terms and provisions of the Settlement Agreement be, and they hereby are, incorporated by reference as if fully set forth herein, and pursuant to Bankruptcy Rule 9019, McCrory's Application for approval of the Settlement Agreement is hereby granted in all respects; and it is further

ORDERED that McCrory, having given prior notice of the Application in accordance with the Court's order of May 21, 1992, as modified by Stipulation approved by the Court on February 17, 1993, Authorizing And Establishing Procedure for Service, and given the nature of the Application, such notice is found adequate and any and all further notice under Bankruptcy Rules 2002 and 9019 be, and it hereby is, dispensed with and waived.

Dated: New York, New York

June 9, 1993

151 CORNELIUS BURKHE
UNITED STATES BANKRUPTCY JUDGE

4503h

a) Complainant hereby amends the proposed penalties as set forth in the underlying complaints and citations, to reflect for all of the cases set forth in the caption above a total amended proposed penalty of \$500,000.00, to be scheduled as an allowed general claim in the Respondents' Chapter 11 cases as set forth in section 6(b) of this Settlement Agreement.

b) Complainant hereby amends the classification of the violations in all citations and complaints to "violations issued pursuant to Section 17 of the Occupational Safety and Health Act."

3) a) Subject to satisfaction of the express conditions precedent set forth in section 6 of this Settlement Agreement and pursuant to said section 6, Respondents herein withdraw their notices of contest and answers as to the citations, complaints and proposed penalties, as amended.

b) Respondents affirmatively state that all alleged violations in the citations and complaints have been abated at McCrory Store # 7239 (Copiague, New York), McCrory Store # 217 (Lake Grove, New York) and J.J. Newberry Store # 6505 (Hicksville, New York). Former McCrory Store # 363, Walt Whitman Mall, Huntington Station, New York, is no longer in existence.

c) Respondents will implement and perform the abatement plan set forth in Attachment 1 to (and incorporated by reference in) this Settlement Agreement at all McCrory Stores and J.J. Newberry retail store locations nationwide. The duration of

the abatement program set forth in Attachment 1 shall be three years starting from May 4, 1993.

d) Upon the entry of this Settlement Agreement as a Final Order of the Commission, the amended proposed penalty of \$500,000.00 will be allowed as a general unsecured claim as set forth in section 6(b) of this Settlement Agreement.

Distributions on the allowed general unsecured claim will be made pursuant to the provisions of a confirmed Plan of Reorganization for McCrory Corporation, which shall be subject to a final unappealable order of the United States Bankruptcy Court for the Southern District of New York (the "Plan of Reorganization"). Distributions under the Plan of Reorganization shall be made to "Occupational Safety and Health Administration-Labor" to the Occupational Safety and Health Administration Office located at 990 Westbury Road, Westbury, New York 11590.

4) Respondents certify that upon approval of this Settlement Agreement by the United States Bankruptcy Court for the Southern District of New York, as set forth in section 6 herein, they will post this Settlement Agreement until this Settlement Agreement is entered as a Final Order of the Commission, at McCrory Store # 7239 (Copiague, New York), McCrory Store # 217 (Lake Grove, New York) and J.J. Newberry Store # 6505 (Hicksville, New York) where affected employees at those stores may see it.

5) The parties agree that the Secretary is entitled to an Order under Section 11(b) of the Act, 29 U.S.C. § 660(b), in the

United States Court of Appeals enforcing this Settlement Agreement and the Commission's Final Order arising from it. The Respondents consent to the entry of such an Order, the form of which is attached to this Settlement Agreement as Attachment 2.

6) a) The parties to this Settlement Agreement expressly recognize the following conditions precedent to the obligations contained in this Settlement Agreement. McCrory Corporation and J.J. Newberry Co. are debtors in possession in Chapter 11 bankruptcy cases pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), In re McCrory Corporation, et al., Debtors, Chapter 11 Case Nos. 92-B-41133(CB) - 92-B-41160(CB) (Bankr. S.D.N.Y.) (hereinafter "In re McCrory Corporation"). Respondents' obligations to allow the amended proposed penalty as a general unsecured claim under this Settlement Agreement must be approved by the Official Committee of Unsecured Creditors in In re McCrory Corporation and a final unappealable order approving the allowance of the amended proposed penalty as a general unsecured claim must be entered by the Bankruptcy Court in In re McCrory Corporation. Respondents' abatement obligations pursuant to this Settlement Agreement are not, however, subject to approval by the Official Committee of Unsecured Creditors or the Bankruptcy Court. Accordingly, the parties shall not submit this Settlement Agreement to the Commission for entry as a Final Order until the allowance of the amended proposed penalty as a general unsecured claim has been approved by the Official Committee of Unsecured Creditors and the

Bankruptcy Court, as set forth in section 6(b). In consideration of the mutual promises exchanged, this Settlement Agreement shall not be revoked or amended pending the entry of this Settlement Agreement as a Final Order of the Commission, except pursuant to section 6(c) of this Settlement Agreement.

b) McCrory will promptly submit this Settlement Agreement to the Official Committee of Unsecured Creditors for approval as provided above in section 6(a). Upon such approval by the Official Committee of Unsecured Creditors, McCrory will file a motion with the Bankruptcy Court pursuant to Bankruptcy Rule 9019 for entry of an order (the "Bankruptcy Approval Order") providing that the amended proposed penalty be allowed as a general unsecured claim in the amount of \$500,000.00. Upon entry of the Bankruptcy Approval Order and once that Order is final and unappealable, the parties will promptly submit this Settlement Agreement for entry of a Final Order by the Commission.

c) In the event that the Official Committee of Unsecured Creditors or the Bankruptcy Court disapproves allowance of the amended proposed penalty as a general unsecured claim, the parties shall be returned to their respective positions status quo ante the execution of the Settlement Agreement for further proceedings before the Commission.

7) Respondents deny any and all violations of the Act. None of the agreements, statements, stipulations, and actions taken by Respondents herein shall be taken as an admission by Respondents of the allegations contained in the citations,

notifications of penalties, and the complaints. None of the foregoing agreements, statements, stipulations, and actions taken by Respondents herein shall be used for any purpose, including as evidence in any proceeding in any court, agency, or forum, except for proceedings under the Act. By entering into this Settlement Agreement Respondents do not, except for actions by the Secretary to enforce this Settlement Agreement, waive any defenses they asserted heretofore in connection with these proceedings and Respondents reserve the right to assert those defenses in any future proceedings under the Act except in proceedings by the Secretary to enforce this Settlement Agreement. This section 7 shall survive termination of this Settlement Agreement.

8) This Settlement Agreement resolves all of the issues underlying Complainant's claims that Respondents violated the Act as set forth in the underlying complaints and citations.

9) Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of these proceedings.

10) a) All parties have read this entire Settlement Agreement and fully understand its content and have had the benefit and advice of their counsel before entering this Settlement Agreement.

b) The parties represent that their execution of this Agreement is not restricted by any legal disability, except as necessarily pertains to Respondents' Chapter 11 cases and the United States Bankruptcy Code.

c) This Settlement Agreement shall constitute the entire understanding between the parties.

d) This Settlement Agreement can be executed in one or more original counterparts, each of which shall be effective when taken together as a whole.

DATED: May 4, 1993
New York, New York

FOR THE RESPONDENTS:

McCRORY STORES
Division of McCrory Corporation
Respondent:

By: *George B. Stephens, Jr.*
George B. Stephens, Jr., Vice President
J.J. NEWBERRY STORES
Division of J.J. Newberry Co.
Respondent:

By: *George B. Stephens, Jr.*
George B. Stephens, Jr., Vice President

Robert P. Davis
ROBERT P. DAVIS
Attorney for Respondents

William D. Goldberg
WILLIAM D. GOLDBERG
Attorney for Respondents

FOR THE COMPLAINANT:

DAVID ZIEGLER
Acting Assistant
Secretary, OSHA:

David C. Ziegler
JUDITH E. KRAMER
Deputy Solicitor of
Labor

PATRICIA M. RODENHAUSEN
Regional Solicitor

STEPHEN D. DUBNOFF
Counsel for Occupational
Safety and Health

Sue Ann Wolff
SUE ANN WOLFF
Senior Trial Attorney
PATRICK GILFILLAN
Attorney

Barnett Silverstein by 1226
BARNETT SILVERSTEIN
Attorney

ATTACHMENT 1

to

Settlement Agreement, dated May 4, 1993, Between the Secretary of Labor and McCrory Stores, division of McCrory Corporation, and J.J. Newberry Stores, division of J.J. Newberry Co.

This Attachment 1 is incorporated by reference in that certain Settlement Agreement dated May 4, 1993 (the "Settlement Agreement") between the Secretary of Labor and McCrory Stores ("McCrory Stores"), a division of McCrory Corporation and J.J. Newberry Stores ("J.J. Newberry"), a division of J.J. Newberry Co. For purposes of this Attachment 1, McCrory Stores and J.J. Newberry are referred to collectively as "McCrory."

This Attachment 1 covers the retail store locations owned and operated by McCrory during the period set forth in section 3(c) of the Settlement Agreement (those locations are referred to herein as the "McCrory Establishments"). A list of the McCrory Establishments existing as of the date the Settlement Agreement has been executed by the parties is attached hereto as Appendix A, which is incorporated herein by reference. The term "Effective Date" as used in this Attachment 1 shall be May 4, 1993.

I. Training: At McCrory Establishments, Respondents shall develop and implement a fire safety training program for all employees, as described below.

A. Implementation of the Program: Respondents shall develop a written training program for supervisory and non-supervisory employees at McCrory Establishments on applicable

fire and emergency evacuation procedures and standards or regulations for the McCrory Establishment. The written training program shall incorporate the provisions of this Attachment 1 as outlined below in section I(B), and shall include video training aids for both supervisory and non-supervisory employees.

By no later than July 4, 1993, Respondents will deliver the written training program, consistent with the requirements of this Attachment 1, to the Occupational Safety and Health Administration's Office of Field Programs, 200 Constitution Avenue N.W., Washington, D.C. 20210, for approval, which approval shall not be unreasonably withheld. Respondents shall make a videotape or videotapes as part of the written training program. In view of the time and expense required to produce and duplicate the videotapes, Respondents will furnish a detailed outline of the videotape programs as part of the written training program to be submitted to OSHA under this paragraph. OSHA shall notify Respondents in writing of its approval or disapproval of the written training program by no later than August 18, 1993 and the written training program will be deemed approved by OSHA if the written training program is not disapproved within that period. The parties agree to work together in good faith to resolve any reasonable objections to the written training program. A copy of the Respondents' written training program to be implemented pursuant to this Attachment 1 will be deemed attached hereto as Appendix B.

By no later than October 18, 1993, Respondents shall commence implementation of the written training program at each of the McCrory Establishments as set forth herein.

B. Training and Education Components of the Program:

1. Training of non-supervisory employees:

Respondents shall ensure that each employee at McCrory Establishments receives fire and emergency evacuation training of at least one-half (1/2) hour in duration, with time for questions and answers. This training shall include: training which thoroughly covers the fire and emergency evacuation procedures set forth in Respondents' Store Operations Manual Sections 9210 (Life Safety), 9220 (Safety Self-Inspection) and 9225 (Fire Safety) and any successor procedures; full employee participation in drills to practice fire and other emergency evacuation of the McCrory Establishment ("Employee Drills"), inclusive of ascertaining the amount of time necessary to evacuate and secure each McCrory Establishment during said Employee Drills; and the need for reporting emergency conditions immediately to employees. Special emphasis shall be given to training regarding the safety procedures to be followed in the event of fire or other emergency, and shall specifically include displaying to each employee at a McCrory Establishment schematic drawings or representations showing the location of all emergency exits at that McCrory Establishment. Any employee at a McCrory Establishment who has not been given the opportunity to participate in an Employee Drill since March 1, 1993, shall be

given that opportunity by December 18, 1993, and at least once every one hundred eighty (180) days thereafter. Any newly hired employees at a McCrory Establishment must receive this training before commencing work.

This training, other than the Employee Drills, shall be conducted no later than February 18, 1994, and annually thereafter.

2. Supervisory Training: In addition to the training set forth in section I(B)(1), supervisors shall also receive additional training for fire and emergency evacuation procedures within their respective areas of responsibility. The training shall emphasize: ensuring that all employees know what to do and where to go in the event of a fire or other emergency; the requirement that no employee be exposed to hazards arising from fire or other emergency; procedures for safe store evacuation in the event of fire or other emergency; penalties for permitting employees to work during fire or other emergencies or during Employee Drills; and actions to assure that every employee participates in the Employee Drills conducted at every location, as specified in section I(B)(1) above. Following development of the training program, newly hired or promoted supervisors shall receive the specified training prior to their assuming their duties.

The training shall be completed no later than February 18, 1994 and annually thereafter.

3. Interim protection: Respondents represent that an Employee Drill has been conducted at each McCrory Establishment at least once during the six months prior to the Effective Date. Prior to completion of the above training program, Respondents will require each McCrory Establishment to conduct Employee Drills on the six month schedule provided in Sections 9210 and 9225 of the McCrory Operations Manual. The manager of each McCrory Establishment must certify to the senior manager designated by Respondents for this purpose that these Employee Drills have been conducted.

4. As part of annual safety meetings, the manager of each McCrory Establishment will review instructions in the requirements of store evacuation, fire and other emergencies with all employees at that McCrory Establishment. The first such meeting shall be held no later than February 18, 1994 and annually thereafter.

5. At the conclusion of a training session, Respondents shall certify that employee and supervisor training has been accomplished. The certification shall contain a statement that all employees and supervisors at the McCrory Establishment have been trained, the date(s) of training, and the name(s) of the person(s) performing the training. Respondents shall maintain a certification as to each employee on file, and make them available, upon request, to the Secretary of Labor and to employees and employee representatives. By January 4, 1994, Respondents shall provide the Occupational Safety and Health

Administration's Office of Field Programs, 200 Constitution Avenue N.W., Washington, D.C. 20210 with a report which will include all written and other materials for training, instruction, or guidance disseminated by Respondents or their agents to employees in all McCrory Establishments. The report shall also certify that all actions required by Section III of Attachment 1 have been implemented.

II. Audit Program: At each of the McCrory Establishments, Respondents shall conduct compliance audits to determine whether each of the McCrory Establishments is in compliance with the standards, regulations, and the specific abatement measures prescribed by this agreement for the citations for violations of section 5(a)(1) of the Act that were the subject of OSHRC Docket Nos. 91-3436; 91-3437; 91-3438; and, 91-3439. In addition, the audits shall determine whether all employees and all supervisors at that McCrory Establishment are trained in fire and emergency evacuation procedures and are all participating in Employee Drills, whether additional training is needed for instances of recurring problems or to explain further the procedures for following the fire and emergency evacuation procedure requirements, and whether additions to the program in this Attachment 1 should be made.

The first audit of each McCrory Establishment shall be conducted by October 18, 1994, and each McCrory Establishment shall be audited annually thereafter, except that there shall be one additional audit at certain McCrory Establishments as

provided in this paragraph below. The audit will include findings and recommendations for each specific problem identified. If the compliance audit finds that the applicable fire and emergency evacuation procedures were not being complied with, or that full participation during Employee Drills was not achieved, immediate corrective action shall be taken. In addition, management shall, within twenty (20) days of receipt of the compliance audit, provide a written response specifying each problem identified and outlining the corrective actions taken or planned for each of the problems identified. If management reasonably determines in good faith that the problems identified or corrective actions proposed raise novel or complex issues, an additional twenty (20) days will be allowed for management to respond. If, as a result of the second annual audit (which must be conducted by October 18, 1995), corrective action or a management response to the audit of a McCrory Establishment is required pursuant to this paragraph, that McCrory Establishment will be subjected to an additional audit after October 18, 1995. The audit findings, and management's response, if any, shall be sent to the OSHA National Office of Field Programs, located at Occupational Safety and Health Administration, United States Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210, within ten (10) days after the end of the month in which management has responded to the audit report (or the audit report has been received, if there is no management response), unless extended as provided above. In the case of an additional

audit, the audit findings, and management's response, if any, shall be sent to OSHA as provided above, but no later than April 4, 1996.

III. Lines of Authority: Respondents shall establish in writing a management hierarchy creating lines of authority and assigning responsibility for assuring compliance with the terms of the Settlement Agreement. Authority and responsibility shall be assigned to store management in the first instance, and then to intermediate supervisors in the management hierarchy charged with oversight of store management (including the intermediate supervisor or supervisors charged with overall responsibility for safety at McCrory Establishments).

IV. Entry onto Company Facilities: Respondents agree to allow OSHA access to the McCrory Establishments and appropriate documents to determine compliance with the Settlement Agreement and to conduct compliance inspections under the Act.

V. Reports: Quarterly written reports shall be submitted to the Occupational Safety and Health Administration's Office of Field Programs in Washington, D.C. A copy shall also be provided upon request to employees and employee representatives, if any. The reports shall describe all activities undertaken pursuant to this Attachment 1 to carry out the terms of the Settlement Agreement, and each report shall indicate the opening or closing of any McCrory Establishments during the period covered by the report. The first such report shall be submitted by December 18, 1993 and quarterly thereafter during the term of the abatement

program pursuant to the Settlement Agreement. After the submission of six (6) quarterly reports, such reports may be submitted annually, unless at any time OSHA determines that such reports are no longer useful or necessary at any or all of the McCrory Establishments.

VI. Dispute Resolution: If OSHA determines that Respondents are in violation of specific articles or provisions of this agreement, OSHA will state its points of disagreement in writing so that Respondents may review them. OSHA and Respondents will then engage in good faith discussions to resolve this disagreement. This paragraph shall not limit OSHA's right to use, as appropriate, enforcement methods provided by the Act, subject to the provisions therefor in the Settlement Agreement.

VII. Input from Employees: For all the McCrory Establishments, input from employees, and from employee representatives and safety and health committees (including union safety and health committees), if any, shall be sought during the annual training sessions required in section I(B)(1) and considered in carrying out the provisions of the Settlement Agreement, including the development and implementation of the training programs and audit program outlined in this Attachment 1. "Employee representative" shall mean the collective bargaining agent, if any, at the particular McCrory Establishment.

VIII. Treatment of Confidential Material: The parties agree that the reports generated by the activities described in

Attachment 1 shall be handled pursuant to § 15 of the Occupational Safety and Health Act (29 U.S.C. § 664), 18 U.S.C. § 1905, and 29 C.F.R. § 1903.9. Respondents shall have the obligation to identify the document, information, or portions thereof, that contain proprietary or business confidential material.

[End of Attachment 1]

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS

CODE: MCC		STATE AL		

00444 BESSEMER 1904-1906 2nd AVENUE		01 OF	2	OPEN LEASED
01128 ENSLEY 409 19TH STREET		01 OF	1	OPEN LEASED
07021 MONTGOMERY 39 DEXTER AVENUE		01 OF	2	OPEN LEASED
07028 SELMA 1315 HIGHLAND AVENUE		01 OF	1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 4		TOTAL LEASES: 4		

CODE: MCC		STATE AZ		

00599 TUCSON 3376 S. SIXTH AVENUE		01 OF	1	OPEN LEASED
01241 TUCSON CORONADO PLAZA		01 OF	1	OPEN LEASED
06577 SAN LUIS MAIN STREET		01 OF	1	OPEN LEASED
07231 PHOENIX SHITTY'S S/C NEC BASELINE ROAD &		01 OF	1	OPEN LEASED
07767 NOGALES 119 MORLEY AVENUE		01 OF	1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 5		TOTAL LEASES: 5		

CODE: MCC		STATE CA		

00038 CARSON 240 CARSON MALL		01 OF	1	OPEN LEASED
00089 SAN DIEGO 8160 MIRA MESA BLVD		01 OF	1	OPEN LEASED
00111 STOCKTON EASTLAND PLAZA		01 OF	1	OPEN LEASED
00285 BELL BELL PALM PLAZA		01 OF	1	OPEN LEASED
00329 INGLEWOOD INGLEWOOD CENTER		01 OF	1	OPEN LEASED
00730 ESCONDIDO 399 N. ESCONDIDO BLVD.		01 OF	1	OPEN LEASED
00731 IMPERIAL BEACH 880 PALM AVENUE		01 OF	1	OPEN LEASED
00733 SUN VALLEY 8045 VINELAND AVENUE		01 OF	1	OPEN LEASED
00736 LYNNWOOD 3555 CENTURY BLVD		01 OF	1	OPEN LEASED
00738 SELMA 2440 McCALL AVENUE		01 OF	1	OPEN LEASED
00739 PORTERVILLE 1316 WEST OLIVE AVENUE		01 OF	1	OPEN LEASED
00762 TULARE 130 EAST CROSS		01 OF	1	OPEN LEASED
01230 FRESNO THE CANYONS		01 OF	1	OPEN LEASED
01231 INGLEWOOD CENTURY & CRENSHAW BLVD.		01 OF	1	OPEN LEASED
01270 RIALTO NW CORNER OF FOOTHILL		01 OF	1	OPEN LEASED
01964 CORONA - THE PLAZA ON SIXTH STREET		01 OF	1	OPEN LEASED
06098 BURBANK 330 N. SAN FERNANDO ROAD		01 OF	1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
06494 816 S. PACIFIC	SAM PEDRO	01	01	1 OPEN LEASED
06574 2415 ROSECRANS AVENUE	GARDENA	01	01	1 OPEN LEASED
06578 3361 SOUTH HOOVER STREET	LOS ANGELES	01	01	1 OPEN LEASED
06579 11270 CRENSHAM BLVD.	INGLEWOOD	01	01	1 OPEN LEASED
06596 12332 MAWTHORNE BLVD	MAWTHORNE	01	01	1 OPEN LEASED
06609 11740 S.WILMINGTON STREET	LOS ANGELES	01	01	1 OPEN LEASED
06657 SEC - OLIVE DRIVE	OILDALE	01	01	1 OPEN LEASED
06678 349 GRAND AVENUE	SAN FRANCISCO	01	01	1 OPEN LEASED
07807 2036 SHATTUCK AVENUE	BERKELEY	01	01	1 OPEN LEASED
07809 244 SECOND STREET	CALEXICO	01	03	3 OPEN LEASED
07814 THE SHOPPING MALL	EUREKA	01	01	1 OPEN LEASED
07817 225 N. BRAND BLVD	GLENDALE	01	01	1 OPEN LEASED

STATE TOTAL: TOTAL STORES: 29
TOTAL LEASES: 29

CODE: MCC | STATE CT

00205 920-45 WOLCOTT STREET	WATERBURY	01	01	1 OPEN LEASED
00443 4543 MAIN STREET	BRIDGEPORT	01	01	1 OPEN LEASED
00460 130 AMITY ROAD	NEW HAVEN	01	01	1 OPEN LEASED
00471 MAIN STREET	WINDSOR LOCKS	01	01	1 OPEN LEASED
00743 52 KANE STREET	WEST HARTFORD	01	01	1 OPEN LEASED
01009 68 WALL STREET	NORWALK	01	01	1 OPEN LEASED
06663 SCHOOL STREET SQUARE	EAST HARTFORD	01	01	1 OPEN LEASED
07233 67 DANBURY NEWTON ROAD	DANBURY	01	01	1 OPEN LEASED
09702 155 THOMASTON AVENUE	WATERBURY	01	01	1 OPEN LEASED
09704 318 US RT 1	NEW LONDON	01	01	1 OPEN LEASED

STATE TOTAL: TOTAL STORES: 10
TOTAL LEASES: 10

CODE: MCC | STATE DC

01077 1121 "N" STREET NE	WASHINGTON	01	01	1 OPEN LEASED
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STATE TOTAL: TOTAL STORES: 1
TOTAL LEASES: 1

CODE: MCC | STATE DE

00331 RODNEY VILLAGE S/C	EAST DOVER	01	01	1 OPEN LEASED
01287 FIRST STATE PLAZA	STANTON	01	01	1 OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
STATE TOTAL: TOTAL STORES: 2				
TOTAL LEASES: 2				
CODE: MCC				
STATE FL				
00076 MIAMI 23-29 E. FLAGLER STREET		01 OF	4	OPEN LEASED
00081 PALATKA 211-213 ST. JOHNS AVENUE		01 OF	1	OPEN LEASED
00095 JACKSONVILLE 225-241 W. BAY ST.		01 OF	1	OPEN LEASED
00105 CAROL CITY DOLPHIN PLAZA		01 OF	1	OPEN LEASED
00107 DUNEDIN 2622 BAYSHORE BLVD		01 OF	1	OPEN LEASED
00120 WINTER HAVEN WINTER HAVEN MALL		01 OF	1	OPEN LEASED
00171 ST. PETERSBURG 425-433 CENTRAL AVENUE		01 OF	1	OPEN LEASED
00178 SEMINOLE 7865 SEMINOLE MALL		01 OF	1	OPEN LEASED
00179 LAKELAND 2035 NEW TAMPA HWY		01 OF	1	OPEN LEASED
00194 DUNEDIN 928 PATRICIA AVENUE		01 OF	1	OPEN LEASED
00204 MERRITT ISLAND 777E MERRITT ILD CAUSEWAY		01 OF	1	OPEN LEASED
00211 ZEPHYR HILLS 5931 GALL BLVD		01 OF	1	OPEN LEASED
00221 FT. LAUDERDALE 919 SW 24TH STREET		01 OF	1	OPEN LEASED
00227 ST. PETERSBURG 3533 49TH STREET NORTH		01 OF	1	OPEN LEASED
00236 DELRAY BEACH 322 NE 2ND AVENUE		01 OF	1	OPEN LEASED
00256 CLEARWATER SUNSHINE MALL S/C		01 OF	1	OPEN LEASED
00258 ST. PETERSBURG 9TH ST & 83RD AVENUE N		01 OF	1	OPEN LEASED
00262 TITUSVILLE MIRACLE CITY MALL		01 OF	1	OPEN LEASED
00263 MARGATE 5739 MARGATE BLVD		01 OF	1	OPEN LEASED
00318 NIALEAN 177-181 NIALEAN DRIVE		01 OF	1	OPEN LEASED
00338 FT. LAUDERDALE LAUDERHILL MALL		01 OF	1	OPEN LEASED
00342 FORT MYERS 4143 PALM BEACH BLVD		01 OF	1	OPEN LEASED
00350 DEERFIELD BEACH 242 SOUTH FEDERAL		01 OF	1	OPEN LEASED
00361 NEW SMYRNA BCH SMYRNA SHOPPING CENTER		01 OF	1	OPEN LEASED
00371 FT. LAUDERDALE CORAL RIDGE MALL		01 OF	1	OPEN LEASED
00490 TAMPA 2218 E. FOWLER AVENUE		01 OF	1	OPEN LEASED
00577 TAMPA EASTLAKE SQ. MALL 1270		01 OF	1	OPEN LEASED
00768 MIAMI TRAIL PLAZA S/C		01 OF	1	OPEN LEASED
00771 HOMESTEAD HOMESTEAD PLAZA SHOPPING CENTER		01 OF	1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE	STAT/ CLASS
00775 FT. LAUDERDALE 1365 SE 17TH ST. CAUSEWAY		01	OF 1	OPEN LEASED
00776 MIRAMAR 6901 MIRAMAR PKWY		01	OF 1	OPEN LEASED
00777 N. MIAMI BEACH 18260 COLLINS AVENUE		01	OF 1	OPEN LEASED
00779 PALMETTO 1101 EIGHTH AVENUE		01	OF 1	OPEN LEASED
00781 CAPE CORAL 1004 CAPE CORAL PARKWAY E		01	OF 1	OPEN LEASED
00785 HAINES CITY 605 HIGHWAY 17-92		01	OF 1	OPEN LEASED
00786 KEY LARGO U.S. HWY. #1 BOX 12E		01	OF 1	OPEN LEASED
01003 CORAL GABLES 65 MIRACLE MILE		01	OF 1	OPEN LEASED
01160 BELLE GLADE 201 WEST AVENUE A		01	OF 1	OPEN LEASED
01161 BELLE GLADE 533 S.W. 16TH STREET		01	OF 1	OPEN LEASED
01163 INNOKALEE 303 MAIN STREET		01	OF 1	OPEN LEASED
01164 LA BELLE 81 SOUTH LEE STREET		01	OF 1	OPEN LEASED
01262 JACKSONVILLE MAIN STREET RETAIL CENTER		01	OF 1	OPEN LEASED
01967 MIAMI FLAGLER PARK PLAZA		01	OF 1	OPEN LEASED
01959 DAVIE TWIN OAK CENTER		01	OF 1	OPEN LEASED
01974 TAMPA BRITTON PLAZA		01	OF 1	OPEN LEASED
07003 GULF BREEZE, GULF BREEZE SHOPPING CENTER		01	OF 1	OPEN LEASED
07069 BRADENTON BAYSHORE GARDENS SHOPPING CENTER		01	OF 1	OPEN LEASED
07266 HIALEAH LAS TIENDAS SHOPPING CTR.		01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 48
TOTAL LEASES: 48

CODE: MCC STATE GA

00003 MORROW LAKE HARBIN PLAZA		01	OF 1	OPEN LEASED
00191 ATLANTA 73 PEACHTREE STREET SW		01	OF 1	OPEN LEASED
00226 SAVANNAH AMERCORN ST & WHT BLUFF		01	OF 1	OPEN LEASED
00327 EAST POINT 3196 SOUTHEAST MAIN ST		01	OF 1	OPEN LEASED
00472 MACON 3661 EISENHOWER PKY		01	OF 1	OPEN LEASED
01031 ATLANTA 97 PEACHTREE STREET SW		01	OF 2	O-PS LEASED
01107 COLUMBUS 1101 BROADWAY		01	OF 1	OPEN LEASED
01113 AUGUSTA 870 BROAD STREET		01	OF 2	OPEN LEASED
01305 SAVANNAH 309 MAIN STREET		01	OF 1	OPEN LEASED
06671 DECATUR AVONDALE MALL		01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
07115 1505 NEWCASTLE STREET	BRUNSWICK	01	01	OPEN LEASED
07125 120 BROUGHTON STREET, W	SAVANNAH	01	01	OPEN LEASED
07140 HWY 42	MCDONOUGH	01	01	OPEN LEASED
07265 KROGER CITI CENTER	ATLANTA	01	01	OPEN LEASED

STATE TOTAL: TOTAL STORES: 14
TOTAL LEASES: 14

CODE: MCC | STATE IL

00484 4255 S. ARCHER AVENUE	CHICAGO	01	01	OPEN LEASED
00494 3427 SOUTH HALSTED	CHICAGO	01	02	OPEN LEASED
00510 5619 WEST BELMONT AVENUE	CHICAGO	01	01	OPEN LEASED
00553 109 BROADWAY	MELROSE PARK	01	01	OPEN LEASED
00674 1956-62 W. LAWRENCE AVE	CHICAGO	01	01	OPEN LEASED
00744 3140 ARMITAGE AVENUE	CHICAGO	01	01	OPEN LEASED
01294 CHICAGO KEDZIE PLAZA	CHICAGO	01	01	OPEN LEASED
01940 5141 WEST CHICAGO	CHICAGO	01	01	OPEN LEASED
07232 NE CORNER OF GARFIELD BLVD. & DAN	CHICAGO	01	01	OPEN LEASED
07263 1105 SOUTH YORK RD.	ENSENVILLE	01	01	OPEN LEASED
09725 2774 MILWAUKEE AVENUE	CHICAGO	01	01	OPEN LEASED

STATE TOTAL: TOTAL STORES: 11
TOTAL LEASES: 11

CODE: MCC | STATE IN

00269 7957 CALLUMET AVENUE	MUNSTER	01	01	OPEN LEASED
00440 117 LINCOLN WAY W.	MISHAWAKA	01	01	OPEN LEASED
00458 3716 MAIN STREET	EAST CHICAGO	01	01	OPEN LEASED
00512 5950 US HIGHWAY #6	PORTAGE	01	01	OPEN LEASED
00519 800-804 CHICAGO AVENUE	EAST CHICAGO	01	01	OPEN LEASED
00593 1300 119TH STREET	WHITING	01	01	OPEN LEASED
09727 3542 VILLAGE STREET	GARY	01	01	OPEN LEASED
09734 626 TWIN-AIRE DRIVE	INDIANAPOLIS	01	01	OPEN LEASED

STATE TOTAL: TOTAL STORES: 8
TOTAL LEASES: 8

CODE: MCC | STATE KY

01135 544 SOUTH 4TH STREET	LOUISVILLE	01	02	OPEN LEASED
07164 8 INDIAN HILL S/C	HOPKINSVILLE	01	01	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS

STATE TOTAL: TOTAL STORES: 2				
TOTAL LEASES: 2				

CODE: MCC		STATE LA		

00229	NEW ORLEANS 1004-1014 IBERVILLE	01	OF 5	OPEN LEASED
00315	BATON ROUGE 412-418 N. 3RD STREET	01	OF 1	O-PS LEASED
01297	GRETNA TOWN SQUARE SHOPPING CENTER	01	OF 1	OPEN LEASED
01312	NEW ORLEANS 1436 DRYADES STREET	01	OF 1	OPEN LEASED
06677	NEW ORLEANS OAK PARK SHOPPING CENTER	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 5				
TOTAL LEASES: 5				

CODE: MCC		STATE MA		

00242	SPRINGFIELD 1655 BOSTON ROAD	01	OF 1	OPEN LEASED
00382	FALL RIVER 83-93 MARIANNO BLVD	01	OF 1	OPEN LEASED
00486	SPRINGFIELD 1317 LIBERTY STREET	01	OF 1	OPEN LEASED
00641	GREENFIELD 142 MAIN STREET	01	OF 1	OPEN LEASED
00664	LYNN 307 UNION STREET	01	OF 1	O-PS LEASED
00681	HYDE PARK 1248-1254 RIVER STREET	01	OF 1	OPEN LEASED
00754	HOLYOKE 2261 W. HAMPTON STREET	01	OF 1	OPEN LEASED
06573	WAREHAM 137 MARION ROAD	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 8				
TOTAL LEASES: 8				

CODE: MCC		STATE MD		

00031	HAGERSTOWN 50-56 W. WASHINGTON ST	01	OF 1	OPEN LEASED
00046	FREDERICK 13-15 N. MARKET STREET	01	OF 2	OPEN LEASED
00066	HAGERSTOWN HALFWAY BLVD	01	OF 1	OPEN LEASED
00068	EASTON 24-26 N. WASHINGTON	01	OF 1	OPEN LEASED
00078	CRISFIELD 382-384 W. MAIN STREET	01	OF 1	OPEN LEASED
00092	CAMBRIDGE 42-44 RACE STREET	01	OF 1	OPEN LEASED
00117	FREDERICK ELMWOOD DR & W PATRICK ST	01	OF 1	OPEN LEASED
00208	COLUMBIA COLUMBIA MALL	01	OF 1	OPEN LEASED
00234	BALTIMORE 119-119 1/2 HOWARD	01	OF 4	O-PS LEASED
00314	BALTIMORE 6311 YORK ROAD	01	OF 1	OPEN LEASED
00346	LAVALLE LAVALLE PLAZA	01	OF 1	OPEN LEASED
00354	SALISBURY 728-30 SALISBURY BLVD	01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
00389 5401 BALTIMORE NATIONAL PIKE	BALTIMORE	01	OF 1	OPEN LEASED
00405 6047 MORAVIA PARK DRIVE	BALTIMORE	01	OF 1	O-PS LEASED
00559 148 VOCKI ROAD EXIT	LAVALE	01	OF 1	OPEN LEASED
00588 RIVERDALE PLAZA SC	RIVERDALE	01	OF 1	OPEN LEASED
00626 MONDALMIN MALL	BALTIMORE	01	OF 1	OPEN LEASED
00746 1340 EASTERN AVENUE	BALTIMORE	01	OF 1	OPEN LEASED
00755 7385 L BALT. ANAP. BLVD.	GLEN BURNIE	01	OF 1	OPEN LEASED
00760 250R CLEANLEIGH DRIVE	BALTIMORE	01	OF 1	OPEN LEASED
00764 DODGE PLAZA S/C	LANDOVER	01	OF 1	OPEN LEASED
01202 511 N. GAY STREET	BALTIMORE	01	OF 1	OPEN LEASED
01301 1734-40 HERRITT BLVD.	BALTIMORE	01	OF 1	OPEN LEASED
06608 14 WEST NORTH AVENUE	BALTIMORE	01	OF 1	OPEN LEASED
07167 5815 EASTERN AVENUE	CHILLUM	01	OF 1	OPEN LEASED
07169 1127 UNIVERSITY BLVD. E	LANGLEY PARK	01	OF 1	OPEN LEASED
07254 2213 EAST MONUMENT	BALTIMORE	01	OF 1	OPEN LEASED
07256 1118 LIGHT STREET	BALTIMORE	01	OF 1	OPEN LEASED
07257 3209 GREENMOUNT AVENUE	BALTIMORE	01	OF 1	OPEN LEASED
07258 3736 EASTERN AVENUE	BALTIMORE	01	OF 1	OPEN LEASED
07261 PENNSYLVANIA AVENUE &	BALTIMORE	01	OF 1	OPEN LEASED
09716 59 SHIPPING PLACE	DUNDALK	01	OF 1	OPEN LEASED
09717 1539-1541 POTOMAC AVENUE	HAGERSTOWN	01	OF 1	OPEN LEASED
09719 3100 DONNEL DRIVE	FORRESTVILLE	01	OF 1	OPEN LEASED
09761 4903 ANNAPOLIS ROAD	BLADENSBURG	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 35
TOTAL LEASES: 35

CODE: MCC | STATE ME

00077 765 ROOSEVELT TRAIL RT302	NORTH WINDHAM	01	OF 1	OPEN LEASED
00264 WESTERN AVE & WHITTEN RD	AUGUSTA	01	OF 1	OPEN LEASED
00407 43 WEST MAIN STREET	FORT KENT	01	OF 1	OPEN LEASED
00670 853-855 MAIN STREET	WESTBROOK	01	OF 1	OPEN LEASED
07236 STILLWATER AVENUE	OLD TOWNE	01	OF 1	OPEN LEASED
09700 54 LISBON STREET	LEWISTON	01	OF 3	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS

STATE TOTAL: TOTAL STORES: 6				
TOTAL LEASES: 6				

CODE: MCC STATE MI				

00447 LAPEER 286 W. WEPESING STREET		01	OF 1	OPEN LEASED
00704 GREENVILLE 310 LAFAYETTE STREET		01	OF 1	OPEN LEASED
09721 ALPENA 180 N. STATE AVENUE		01	OF 1	OPEN LEASED
09722 SAGINAW 4602 STATE STREET		01	OF 1	OPEN LEASED
09723 FLINT 4925 FENTON ROAD		01	OF 1	OPEN LEASED
09740 DETROIT 18610 FENKELL AVENUE		01	OF 1	OPEN LEASED
09741 DETROIT 1930 E. 8 MILE ROAD		01	OF 1	OPEN LEASED
09742 DETROIT 15370 GRAND RIVER AVENUE		01	OF 2	OPEN LEASED
09744 DETROIT 1201-11 WOODWARD AVENUE		01	OF 5	OPEN LEASED
09745 DETROIT 25465 GRAND AVENUE		01	OF 1	OPEN LEASED
09746 DETROIT 5656 WEST VERNOR HWY		01	OF 1	OPEN LEASED
09748 HIGHLAND PARK 13933 WOODWARD AVENUE		01	OF 1	OPEN LEASED
09750 DEARBORN 5090 SCHAEFFER HWY		01	OF 1	OPEN LEASED
09751 DEARBORN 23131 MICHIGAN AVENUE		01	OF 1	OPEN LEASED
09753 LINCOLN PARK 3688 FORT STREET		01	OF 1	OPEN LEASED
09754 LINCOLN PARK 1750 DIX HWY		01	OF 1	OPEN LEASED
09757 ROSEVILLE MACOMB MALL		01	OF 1	OPEN LEASED
09762 DETROIT 5505 MICHIGAN AVENUE		01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 18				
TOTAL LEASES: 18				

CODE: MCC STATE MO				

00725 WEST PLAINS 36 COURT SQUARE		01	OF 1	OPEN LEASED
09739 KANSAS CITY 1104 E. MEYER BLVD		01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 2				
TOTAL LEASES: 2				

CODE: MCC STATE MS				

00143 HATTIESBURG 999 BROADWAY DRIVE		01	OF 1	OPEN LEASED
00235 JACKSON DOWNTOWN MALL		01	OF 1	OPEN LEASED
00575 COLUMBUS 501 N. MAIN STREET		01	OF 1	OPEN LEASED
00715 GREENVILLE GOYER S/C		01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE	STAT/ CLASS

STATE TOTAL: TOTAL STORES: 4				
TOTAL LEASES: 4				

CODE: MCC		STATE NC		

00006	CONCORD CAROLINA MALL	01	OF 1	OPEN LEASED
00100	GREENSBORO 104 FOUR SEASONS MALL	01	OF 1	OPEN LEASED
00380	FAYETTEVILLE CROSS CREEK MALL	01	OF 1	OPEN LEASED
00479	GOLDSBORO 130 N. CENTER STREET	01	OF 1	OPEN LEASED
00501	BRYSON CITY VILLAGE VALLEY S/C	01	OF 1	OPEN LEASED
00576	RALEIGH 230 FAYETTEVILLE STREET	01	OF 1	OPEN LEASED
00699	NEW BERN 249 MIDDLE STREET	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 7				
TOTAL LEASES: 7				

CODE: MCC		STATE NJ		

00017	EAST BRUNSWICK 753 HWY #18	01	OF 1	OPEN LEASED
00060	LYNDHURST 425 VALLEY BROOK AVENUE	01	OF 1	OPEN LEASED
00113	RAMMAY 66-70 CHERRY STREET	01	OF 1	OPEN LEASED
00131	PASSAIC 215-221 WASHINGTON ST &	01	OF 4	OPEN LEASED
00218	PERTH AMBOY REYNOLDS BLDG	01	OF 1	OPEN LEASED
00240	ORANGE 271 MAIN STREET	01	OF 1	OPEN LEASED
00251	NEWARK 102-116 HALSEY &	01	OF 2	OPEN LEASED
00272	JERSEY CITY 767-769 BERGEN AVENUE	01	OF 1	OPEN LEASED
00301	UNION 1008-10 STUYVESANT AVENUE	01	OF 1	OPEN LEASED
00308	CLIFTON STYVERTOWNE S/C	01	OF 1	OPEN LEASED
00352	TOMS RIVER FISCHER BLVD	01	OF 1	OPEN LEASED
00357	TRENTON 1518 N OLDEN AVENUE	01	OF 1	OPEN LEASED
00376	FREEHOLD SOUTH ST & RTE 9	01	OF 1	OPEN LEASED
00378	CAMDEN 2881 MT EPHRAIM AVENUE	01	OF 1	OPEN LEASED
00445	PARSIPPANY STATE HWY #46	01	OF 1	OPEN LEASED
00462	TRENTON 51 SCOTCH ROAD	01	OF 1	OPEN LEASED
00514	OCEAN RT 35 & 66	01	OF 1	OPEN LEASED
00555	CARTERET ROOSEVELT AVENUE	01	OF 1	OPEN LEASED
00742	TRENTON 61 TEXAS AVENUE	01	OF 1	OPEN LEASED
01006	PLAINFIELD 239 E. FRONT STREET	01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
01072 SUCCASUNNA NO. 4 ROXBURY S/C-RTE 10		01	OF 1	OPEN LEASED
01112 ATLANTIC CITY 1600 ATLANTIC AVENUE		01	OF 1	OPEN LEASED
01152 IRVINGTON 1017 SPRINGFIELD AVENUE		01	OF 1	OPEN LEASED
01306 BRICK TOWN BRICK PLAZA S/C		01	OF 1	OPEN LEASED
01939 BAYVILLE BAYWICK PLAZA		01	OF 1	OPEN LEASED
01945 SAYREVILLE, SAYREBROOK TOWN CENTER		01	OF 1	OPEN LEASED
03500 HAWTHORNE 111 WAGARAW RD		01	OF 1	OPEN LEASED
06104 ASBURY PARK 614-630 COOKMAN AVENUE		01	OF 1	OPEN LEASED
07252 ELMWOOD PARK 100 BROADWAY		01	OF 1	OPEN LEASED
07506 JERSEY CITY 2-26 GARFIELD AVENUE		01	OF 1	OPEN LEASED
09706 WAYNE PATERSON-HAMBURN TURNPIKE		01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 31 TOTAL LEASES: 31				

CODE: MCC STATE NM				
00706 ALBUQUERQUE 1114 CANDELARIA RD NW		01	OF 1	OPEN LEASED
00741 SOCORRO 312 NORTH CALIFORNIA ST		01	OF 1	OPEN LEASED
01957 ALBUQUERQUE VILLE DEL SOL SHOPPING CENTER		01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 3 TOTAL LEASES: 3				

CODE: MCC STATE NV				
01274 LAS VEGAS CHARLESTON PLAZA		01	OF 1	OPEN LEASED
01281 LAS VEGAS COLLEGE PARK SHOPPING CENTER		01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 2 TOTAL LEASES: 2				

CODE: MCC STATE NY				
00002 THORNWOOD COLUMBUS AVENUE		01	OF 1	OPEN LEASED
00007 CHEEKTOWAGA 150 CONDO MALL		01	OF 1	OPEN LEASED
00043 NIAGARA FALLS 6929 WILLIAMS ROAD		01	OF 1	OPEN LEASED
00119 JOHNSON CITY 272-276 MAIN STREET		01	OF 1	OPEN LEASED
00162 SYRACUSE 1802 TEALL AVENUE		01	OF 1	OPEN LEASED
00200 BROOKLYN 492-496 FULTON STREET		01	OF 1	OPEN LEASED
00217 LAKE GROVE 94 MIDDLE COUNTRY ROAD		01	OF 1	OPEN LEASED
00243 NEW ROCHELLE HARRISON & MAIN STREETS		01	OF 2	OPEN LEASED
00265 HORSEHEADS P.O. BOX 510B		01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
00289 REGO PARK 95-11 63RD DRIVE		01	OF 1	OPEN LEASED
00312 FLUSHING 71-39 KISSENA BLVD		01	OF 1	OPEN LEASED
00336 BRONX 650 CASTLE HILL AVENUE		01	OF 1	OPEN LEASED
00367 PORT WASHINGTON SHORE RD & SOUNDVIEW DR		01	OF 1	OPEN LEASED
00425 BROOKLYN 1360 PENNSYLVANIA AVENUE		01	OF 1	OPEN LEASED
00449 HOLBROOK 5801 SUNRISE HIGHWAY		01	OF 1	OPEN LEASED
00473 WATERTOWN OUTER HILL STREET		01	OF 1	OPEN LEASED
00495 SHIRLEY 213 WM. FLOYD PARKWAY		01	OF 1	OPEN LEASED
00508 AMSTERDAM EAST MAIN STREET		01	OF 1	OPEN LEASED
00526 BUFFALO 465 ONTARIO STREET		01	OF 1	OPEN LEASED
00532 DUNKIRK 1170 CENTRAL AVENUE		01	OF 1	OPEN LEASED
00544 LEWISTON 791 CENTER STREET		01	OF 1	OPEN LEASED
00552 LITTLE FALLS 555 EAST MAIN STREET		01	OF 1	OPEN LEASED
00558 ROCHESTER 200-208 MAIN STREET		01	OF 3	OPEN LEASED
00564 ROME 1756 BLACK RIVER BLVD.		01	OF 1	OPEN LEASED
00571 WHITESBORO 24 ORISKANY BLVD		01	OF 1	OPEN LEASED
00652 AMITYVILLE 188 BROADWAY		01	OF 1	OPEN LEASED
00667 ROME 1166 ERIE BLVD WEST		01	OF 1	OPEN LEASED
00748 NORTH UTICA ALERT AVE & LELAND AVENUE		01	OF 1	OPEN LEASED
00765 ANHERST UNIVERSITY PLAZA		01	OF 1	OPEN LEASED
00773 GATES WESTGATE PLAZA		01	OF 1	OPEN LEASED
00789 BROOKLYN 3849 HOSTRAND AVENUE		01	OF 1	OPEN LEASED
00790 ROCKAWAY PARK 8601 ROCKAWAY BEACH BLVD		01	OF 1	OPEN LEASED
00800 REGO PARK 5804 99TH STREET		01	OF 1	OPEN LEASED
00803 LONG BEACH 50 W. PARK AVENUE		01	OF 1	OPEN LEASED
00804 GLEN COVE 10 GLEN STREET		01	OF 1	OPEN LEASED
01018 YONKERS 8 PALISADE AVENUE		01	OF 1	OPEN LEASED
01021 BRONX 2914 THIRD AVENUE		01	OF 1	OPEN LEASED
01026 ONEIDA 165 MAIN STREET		01	OF 1	OPEN LEASED
01039 PLATTSBURGH RT #9		01	OF 1	OPEN LEASED
01043 MT. VERNON 44 S. 4TH AVENUE		01	OF 1	OPEN LEASED
01137 OSWEGO 191 W. 1ST STREET		01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
07228	BUFFALO OGDEN STREET PLAZA	01	OF 1	OPEN LEASED
07239	COPIAGUE MERRINECK SHOPPING CENTER	01	OF 1	OPEN LEASED
07241	BUFFALO BELLS ABBOTT ROAD PLAZA	01	OF 1	OPEN LEASED
07260	BRONX 1317 CASTLE HILL AVENUE	01	OF 1	OPEN LEASED
09707	PORT RICHMOND 1549 FOREST AVENUE	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 46				
TOTAL LEASES: 46				

CODE: MCC STATE OH				
00180	DAYTON 29 S. MAIN STREET	01	OF 3	OPEN LEASED
00362	FAIRBORN 1148 KAUFFMAN AVENUE	01	OF 1	OPEN LEASED
00480	ST CLAIRSVILLE OHIO VALLEY MALL	01	OF 1	OPEN LEASED
00548	TOLEDO NEW TOWNE SQUARE DRIVE	01	OF 1	OPEN LEASED
01059	PORTSMOUTH 410 CHILICOTHE STREET	01	OF 2	OPEN LEASED
07225	ASHTABULA ASHTABULA PLAZA	01	OF 1	OPEN LEASED
09732	CANTON 301 N MARKET STREET	01	OF 1	OPEN LEASED
09733	CLEVELAND 5700 BROADWAY	01	OF 2	OPEN LEASED
09735	DAYTON 4912 AIRWAY ROAD	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 9				
TOTAL LEASES: 9				

CODE: MCC STATE OK				
01792	LAMTON SHERIDAN SQUARE SHOPPING CENTER	01	OF 1	OPEN LEASED
07211	DEL CITY 1501 HOWARD DRIVE	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 2				
TOTAL LEASES: 2				

CODE: MCC STATE OR				
00401	THE DALLES CASCADE SQUARE	01	OF 1	OPEN LEASED
01277	PORTLAND 7999 SOUTHEAST POWELL BLVD.	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 2				
TOTAL LEASES: 2				

CODE: MCC STATE PA				
00001	SCOTSDALE 202-204 PITTSBURGH STREET	01	OF 1	OPEN LEASED
00014	YORK 6-8 WEST MARKET STREET	01	OF 2	OPEN LEASED
00019	RICHBORO 1055 N 2ND ST PIKE	01	OF 1	OPEN LEASED
00022	UNIONTOWN 1700 MAIN STREET	01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
00025 HOMESDALE 607-611 MAIN STREET		01	OF 1	OPEN LEASED
00030 HAZELTON VALMONT PKWY-RTE 93		01	OF 1	OPEN LEASED
00036 BETHLEHEM WESTGATE CENTER		01	OF 1	OPEN LEASED
00039 MANOVER 33-37 FREDERICK STREET		01	OF 1	OPEN LEASED
00053 PITTSBURGH 318-320 5TH AVENUE		01	OF 3	OPEN LEASED
00063 MANSFIELD 189 N. MAIN STREET		01	OF 1	OPEN LEASED
00076 PITTSYON PITTSYON PLAZA S/C		01	OF 1	OPEN LEASED
00085 WAYNESBORO 47-53 W. MAIN STREET		01	OF 1	OPEN LEASED
00088 KAME 46-52 FRALEY STREET		01	OF 1	OPEN LEASED
00099 HOMESTEAD 327-31 E. 8TH AVENUE		01	OF 1	O-PS LEASED
00104 PHILIPSBURG 200-202 N. FRONT STREET		01	OF 1	OPEN LEASED
00109 MONONGAHELA 209-211 WEST MAIN STREET		01	OF 1	OPEN LEASED
00110 HUNTINGDON 601-3 WASHINGTON STREET		01	OF 1	OPEN LEASED
00116 CRESSON 609-611 FRONT STREET		01	OF 1	OPEN LEASED
00127 WAYNESBURG 44-48 W. HIGH STREET		01	OF 1	OPEN LEASED
00137 ERIE 5800 PEACH STREET		01	OF 1	OPEN LEASED
00140 WILKES-BARRE E END BLVD & OLD STATE HWY		01	OF 1	OPEN LEASED
00141 SHREWSBURY 9-549 SOUTH MAIN ST		01	OF 1	OPEN LEASED
00151 BARNESBORO 109-113 TENTH STREET		01	OF 2	OPEN LEASED
00155 CANONSBURG 48-56 W. PIKE STREET		01	OF 1	OPEN LEASED
00169 LATROBE LINCOLN ROAD S/C		01	OF 1	OPEN LEASED
00220 CONNELLSVILLE 110-112 W. CRAWFORD AVE		01	OF 1	OPEN LEASED
00224 HAZELTON 23RD & CHURCH STREETS		01	OF 1	OPEN LEASED
00233 SUNBURY SUNBURY PLAZA		01	OF 1	OPEN LEASED
00254 YORK 2801 E. MARKET STREET		01	OF 1	OPEN LEASED
00316 EDWARDSVILLE 32 GATEWAY S/C		01	OF 1	OPEN LEASED
00323 HAZELTON 562 W. BROAD STREET		01	OF 1	OPEN LEASED
00325 FAIRLESS HILLS FAIRLESS HILLS SHOPPING CENTER		01	OF 1	OPEN LEASED
00332 SHAVERTOWN BACK MOUNTAIN S/C		01	OF 1	OPEN LEASED
00333 WYOMING MIDWAY S/C		01	OF 1	OPEN LEASED
00334 READING 3274 N. 5TH STREET HWY.		01	OF 1	OPEN LEASED
00364 SCRANTON SOUTHSIDE S/C		01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
00381 PHILADELPHIA 3530 "I" STREET		01	01	1 OPEN LEASED
00403 COLUMBIA LANCASTER AVENUE		01	01	1 OPEN LEASED
00416 FOLCROFT 1850 DELMAR DRIVE		01	01	1 OPEN LEASED
00448 BANGOR BANGOR-PEN ARGYL HWY.		01	01	1 OPEN LEASED
00450 CLARK'S SUMMIT 100 SOUTH STATE ROAD		01	01	1 OPEN LEASED
00468 ELIZABETHVILLE LYKENS VALLEY SHOP PLAZA		01	01	1 OPEN LEASED
00477 HELLERTOWN 60 MAIN STREET		01	01	1 OPEN LEASED
00481 SLIPPERY ROCK GROVE CITY RD & RT 173 N		01	01	1 OPEN LEASED
00487 EDINBORO 606 ERIE ST & RTE #99 N		01	01	1 OPEN LEASED
00491 FRACKVILLE RTE #61 & 81		01	01	1 OPEN LEASED
00550 YORK 1800 LOUCKS ROAD		01	01	1 OPEN LEASED
00551 JOHNSTOWN 420 MAIN STREET		01	01	1 OPEN LEASED
00595 NEWPORT CRESTVIEW PLAZA		01	01	1 OPEN LEASED
00820 POTTSVILLE FAIRLANE VILLAGE		01	01	1 OPEN LEASED
00821 ALLENTOWN 725-31 HAMILTON STREET		01	01	1 OPEN LEASED
00822 TAMAGUA 1215 E. BROAD STREET		01	01	1 OPEN LEASED
00823 LANCASTER 15-17 N. QUEEN STREET		01	01	1 OPEN LEASED
00824 BETHLEHEM 1-3 E. 3RD STREET		01	01	1 O-PS LEASED
00825 KUTZTOWN VILLAGE SQUARE CENTER		01	01	1 OPEN LEASED
00826 ELIZABETHTOWN 1579 S. MARKET STREET		01	01	1 OPEN LEASED
00827 READING 504,506,508 PENN STREET		01	01	1 OPEN LEASED
00828 MIDDOLETOWN 450 EAST MAIN STREET		01	01	1 OPEN LEASED
00829 NEW CLUMBERLAND OLD YORK RD--ROBS AVENUE		01	01	1 OPEN LEASED
00830 POTTSVILLE RT 724/100 BYPASS		01	01	1 OPEN LEASED
00831 POTTSVILLE 9 N. CENTER STREET		01	01	1 OPEN LEASED
00832 LEBANON 748-750 CLUMBERLAND STREET		01	02	2 OPEN LEASED
00836 HARRISBURG 220 MARKET STREET		01	01	1 OPEN LEASED
01012 PHILADELPHIA 1006 MARKET STREET		01	01	1 OPEN LEASED
01116 CHESTER 500 AVE. OF THE STATES		01	01	1 OPEN LEASED
01247 PITTSBURGH WHARTON SQUARE S/C		01	01	1 OPEN LEASED
01291 PHILADELPHIA PORT RICHMOND VILLAGE		01	01	1 OPEN LEASED
03546 PHILADELPHIA 23RD STREET		01	01	1 OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
06001 STROUDSBURG 600-614 MAIN STREET		01	OF 1	OPEN LEASED
06020 JERSEY SHORE 336 ALLEGHENY STREET		01	OF 1	OPEN LEASED
06572 MILTON RIVER ROAD		01	OF 1	OPEN LEASED
06650 YORK, YORK GALLERIA		01	OF 1	OPEN LEASED
07242 LEETSDALE RT. 65 OHIO RIVER BLVD.		01	OF 1	OPEN LEASED
07243 BRISTOL BRISTOL COMMERCE PLAZA		01	OF 1	OPEN LEASED
07244 PHILADELPHIA 2321-2325 FRONT STREET		01	OF 1	OPEN LEASED
07247 PHILADELPHIA 2651 GERMANTOWN AVENUE		01	OF 1	OPEN LEASED
07248 PHILADELPHIA, 5613-15 N. 5TH STREET		01	OF 1	OPEN LEASED
07249 PHILADELPHIA STRAWBERRY SQUARE PLAZA		01	OF 1	OPEN LEASED
07250 PHILADELPHIA 52nd STREET & MARKET ST.		01	OF 1	OPEN LEASED
09710 PHILADELPHIA 3116 KENSINGTON AVENUE		01	OF 1	OPEN LEASED
09711 PHILADELPHIA 5223 FRANKFORD AVENUE		01	OF 1	OPEN LEASED
09715 READING 544 PENN STREET		01	OF 1	OPEN LEASED
09772 ALTOONA 3415 PLEASANT VALLEY BLVD		01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 83
TOTAL LEASES: 83

CODE: MCC STATE RI
00206 WESTERLY
19-23 HIGH STREET

STATE TOTAL: TOTAL STORES: 1
TOTAL LEASES: 1

CODE: MCC STATE SC
00134 ROCK HILL
135-137 E. MAIN STREET

00164 AIKEN
850 LAURENS STREET

00415 SUMTER
4 SOUTH MAIN STREET (BARRETT)

01136 SPARTANBURG
127 EAST MAIN STREET

07295 COLUMBIA
1508 MAIN STREET

07297 FLORENCE
117 WEST EVANS STREET

07302 SUMTER
GUIGNARD DRIVE

STATE TOTAL: TOTAL STORES: 7
TOTAL LEASES: 7

CODE: MCC STATE TN
00128 JOHNSON CITY
2011 N. ROAN STREET

01120 MEMPHIS
83 MONROE STREET

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
01284	MEMPHIS JACKSON & FARMVILLE DR.	01	OF 1	OPEN LEASED
07329	MEMPHIS 11-13 N MAIN	01	OF 2	OPEN LEASED

STATE TOTAL: TOTAL STORES: 4				
TOTAL LEASES: 4				

CODE: MCC		STATE TX		

00084	BROWNSVILLE AMIGOLAND MALL	01	OF 1	OPEN LEASED
00093	LAREDO 1602 WATER STREET	01	OF 1	OPEN LEASED
00261	GALVESTON 2123 AVENUE E	01	OF 1	OPEN LEASED
00322	DALLAS 383 W. JEFFERSON	01	OF 1	OPEN LEASED
00488	BEALMONT 695 ORLEANS STREET	01	OF 1	OPEN LEASED
00522	McALLEN 5011 N. 10th STREET	01	OF 1	OPEN LEASED
00533	McALLEN SOUTH MAIN & AUSTIN STS.	01	OF 1	OPEN LEASED
00545	LAREDO 1119 HIDALGO STREET	01	OF 2	OPEN LEASED
00605	BROWNSVILLE 1401 E. WASHINGTON AVENUE	01	OF 1	O-PS LEASED
00766	EL PASO TIGUA S/C	01	OF 1	OPEN LEASED
00769	DALLAS WYNNEWOOD VILLAGE S/C	01	OF 1	OPEN LEASED
01004	DALLAS 1623 MAIN STREET	01	OF 1	O-PS OWNED
01263	SAN ANTONIO 100 SOUTH ZARZAMORA STREET	01	OF 1	OPEN LEASED
01283	EL PASO NORTH PARK MALL	01	OF 1	OPEN LEASED
07607	BROWNSVILLE 1031 ELIZABETH STREET	01	OF 1	OPEN LEASED
07619	DEL RIO 720-24 MAIN STREET	01	OF 1	OPEN LEASED
07623	EAGLE PASS 230 MAIN STREET	01	OF 1	OPEN LEASED
07625	EL PASO 211 NORTH MESA	01	OF 1	OPEN LEASED
07661	SAN ANTONIO 101 N. FLORES STREET	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 19				
TOTAL LEASES: 19				

CODE: MCC		STATE VA		

00055	CAPE CHARLES 265 MASON AVENUE	01	OF 3	OPEN LEASED
00215	NORFOLK MILITARY HWY & VA BCH BVD	01	OF 1	OPEN LEASED
00456	FREDERICKSBURG 517 JEFFERSON DAVIS HWY.	01	OF 1	OPEN LEASED
00489	PETERSBURG 18 N. SYCAMORE STREET	01	OF 2	OPEN LEASED
00643	NORFOLK 2314 E. LITTLE CREEK ROAD	01	OF 1	OPEN LEASED
00673	NORFOLK 7623 GRANBY STREET	01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
01069 5847 LEESBURG PARK	FALLS CHURCH	01	OF 1	OPEN LEASED
01117 3821 MT. VERNON AVENUE	ALEXANDRIA	01	OF 1	OPEN LEASED
06689 BAYSIDE SHOPPING CENTER	VIRGINIA BEACH	01	OF 1	OPEN LEASED
09718 2260 VALLEY AVENUE	WINCHESTER	01	OF 1	OPEN LEASED

STATE TOTAL:		TOTAL STORES:	10	
		TOTAL LEASES:	10	

CODE: MCC		STATE VA		

06580 5001 THURSTON WAY	VANCOUVER	01	OF 1	OPEN LEASED

STATE TOTAL:		TOTAL STORES:	1	
		TOTAL LEASES:	1	

CODE: MCC		STATE WV		

00149 MIDDLETON MALL	FAIRMONT	01	OF 1	OPEN LEASED
00214 318-322 W. MAIN STREET	CLARKSBURG	01	OF 1	OPEN LEASED
00499 RTE 460 & MAPLE VIEW MALL	BLUEFIELD	01	OF 1	OPEN LEASED
00516 RT 19 & 16	MT HOPE	01	OF 1	OPEN LEASED

STATE TOTAL:		TOTAL STORES:	4	
		TOTAL LEASES:	4	

CODE TOTAL:		TOTAL STORES:	443	
		TOTAL LEASES:	443	

STORE/ ADDRESS	CITY	LSE #	TOT LSE	STAT/ CLASS

+-----+ +-----+				
CODE: JJM STATE AL				
+-----+ +-----+				
06375 BIRMINGHAM 200 N. 19TH STREET		01 OF	1	OPEN LEASED

+-----+ +-----+				
STATE TOTAL: TOTAL STORES: 1				
TOTAL LEASES: 1				
+-----+ +-----+				
CODE: JJM STATE AZ				
+-----+ +-----+				
06227 DOUGLAS 833 G STREET		01 OF	1	OPEN LEASED
06602 TUCSON 2024 E. IRVINGTON ROAD		01 OF	1	OPEN LEASED

+-----+ +-----+				
STATE TOTAL: TOTAL STORES: 2				
TOTAL LEASES: 2				
+-----+ +-----+				
CODE: JJM STATE CA				
+-----+ +-----+				
00732 ARROYO GRANDE 1215 GRANDE AVENUE		01 OF	1	OPEN LEASED
00735 LOMPOC 1120 W. OCEAN STREET		01 OF	1	OPEN LEASED
01237 POMONA THE VALLEY SHOPPING CENTER		01 OF	1	OPEN LEASED
01257 OCEANSIDE MISSION SQUARE SHOPPING CENTER		01 OF	1	OPEN LEASED
06119 LOS ANGELES 315 WEST 5TH STREET		01 OF	2	OPEN LEASED
06145 MERCED 1230 W. 17TH STREET		01 OF	1	OPEN LEASED
06159 SAN JOSE 1690 STORY ROAD		01 OF	1	OPEN LEASED
06172 BRAMLEY 516-520 MAIN STREET		01 OF	1	OPEN LEASED
06174 LOS ANGELES 5080 RODEO ROAD		01 OF	1	OPEN LEASED
06179 LONG BEACH 433 PINE AVENUE		01 OF	1	OPEN LEASED
06219 BUENA PARK 8240 ON THE MALL		01 OF	1	OPEN LEASED
06262 CANYON COUNTRY 19200 SOLEDAD CANYON RD		01 OF	1	OPEN LEASED
06276 SAN DIEGO 4360 54TH STREET		01 OF	1	OPEN LEASED
06289 HOLLYWOOD 6602 HOLLYWOOD BLVD		01 OF	1	OPEN LEASED
06319 RESEDA 18215 SHERMAN WAY		01 OF	1	OPEN LEASED
06327 ALHAMBRA 800 E. VALLEY BLVD		01 OF	1	OPEN LEASED
06364 GARDEN GROVE 12081 BROCKNURST STREET		01 OF	1	OPEN LEASED
06377 STOCKTON		01 OF	1	OPEN LEASED
06408 OAKLAND 1921 BROADWAY		01 OF	1	OPEN LEASED
06442 SAN PABLO 300 BROADWAY & MISSION BELL		01 OF	1	OPEN LEASED
06449 GLENDORA 501 GLENDORA AVENUE		01 OF	1	OPEN LEASED
06470 FRESNO 1136 FULTON MALL		01 OF	1	OPEN LEASED
06482 SANTA MONICA 1319 WILSHIRE BLVD.		01 OF	1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
06515 1505 W. 17TH STREET	SANTA ANA	01	OF 1	OPEN LEASED
06531 2611 S. "M" STREET	BAKERSFIELD	01	OF 1	OPEN LEASED
06585 336 E SECOND STREET	CALEXICO	01	OF 1	OPEN LEASED
06587 151 NORTH L	DINUBA	01	OF 1	OPEN LEASED
06588 144 E. COMPTON BLVD.	COMPTON	01	OF 1	OPEN LEASED
06591 GLDN HILLS & CRESTON RDS	PASO ROBLES	01	OF 1	OPEN LEASED
06592 1080 LOS OSOS VALLEY ROAD	LOS OSOS	01	OF 1	OPEN LEASED
06601 13712 FOOT HILL BLVD	SYLMAR	01	OF 1	OPEN LEASED
06603 15725 DOWNEY AVENUE	PARAMOUNT	01	OF 1	OPEN LEASED
06607 325 CAPITOL AVENUE	SAN JOSE	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES:		33		
		TOTAL LEASES:	33	

CODE: JJM	STATE FL			

06429 41-43 S. PALAFOX STREET	PENSACOLA	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES:		1		
		TOTAL LEASES:	1	

CODE: JJM	STATE MA			

06290 75-79 NORTH STREET	PITTSFIELD	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES:		1		
		TOTAL LEASES:	1	

CODE: JJM	STATE MD			

06154 106-110 E. MAIN STREET	ELKTON	01	OF 1	OPEN LEASED
06239 142 MARKET STREET	POCONOKE CITY	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES:		2		
		TOTAL LEASES:	2	

CODE: JJM	STATE ME			

06051 119 SWEDEN STREET	CARIBOU	01	OF 1	OPEN LEASED
06085 113-119 MAIN STREET	CALAIS	01	OF 1	OPEN LEASED
06238 362-79 MAIN STREET	ROCKLAND	01	OF 1	OPEN LEASED
06249 225 PENOBSCOT AVENUE	MILLINOCKET	01	OF 1	OPEN LEASED
06264 45-57 MAIN STREET	FARMINGTON	01	OF 5	OPEN LEASED
06351 191 MAIN STREET	NORWAY	01	OF 1	OPEN LEASED
06362 45 MAIN STREET	MARS HILL	01	OF 1	OPEN LEASED
06385 42-44 MAIN	LINCOLN	01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
06417 138-146 MAIN STREET	ELLSWORTH	01	OF 1	OPEN LEASED
06521 127 MAIN STREET	BRUNSWICK	01	OF 1	OPEN LEASED
06571 77-85 CONGRESS STREET	RUMFORD	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 11 TOTAL LEASES: 11				

CODE: JJM		STATE MD		

06527 VALLEY PLAZA S/C	POPLAR BLUFF	01	OF 1	O-PS LEASED

STATE TOTAL: TOTAL STORES: 1 TOTAL LEASES: 1				

CODE: JJM		STATE MS		

00469 US HWY 90	BILOXI	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 1 TOTAL LEASES: 1				

CODE: JJM		STATE NH		

06253 601 MAIN STREET	LACONIA	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 1 TOTAL LEASES: 1				

CODE: JJM		STATE NJ		

06017 366 GEORGE STREET	NEW BRUNSWICK	01	OF 1	OPEN LEASED
06037 340 POMPTON AVENUE S/C	VERONA	01	OF 1	O-PS LEASED
06101 194-196 BROADWAY	LONG BRANCH	01	OF 1	OPEN LEASED
06114 717-721 MAIN STREET	BOONTON	01	OF 1	OPEN LEASED
06157 15-21 W. FRONT STREET	KEYPORT	01	OF 1	OPEN LEASED
06187 635 LANDIS AVENUE	VINELAND	01	OF 3	OPEN LEASED
06190 215 MORRIS AVENUE	SPRINGFIELD	01	OF 1	OPEN LEASED
06454 1424-26-28 ATLANTIC AVENUE	ATLANTIC CITY	01	OF 1	OPEN LEASED
06512 BERGEN MALL S/C	PARAMUS	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 9 TOTAL LEASES: 9				

CODE: JJM		STATE NM		

06078 1001 WEST BROADWAY #10	FARMINGTON	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 1 TOTAL LEASES: 1				

CODE: JJM		STATE NY		

06012 68 N. MAIN STREET	WELLSVILLE	01	OF 1	OPEN LEASED
06050 59-65 EAST MAIN STREET	GOVERNEUR	01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
06120	ELMIRA 107-109 W MARKET	01	OF 4	OPEN LEASED
06140	OMEGO 45-51 LAKE STREET	01	OF 1	OPEN LEASED
06167	MUDSON 605-607 WARREN STREET	01	OF 1	OPEN LEASED
06168	MALONE 84 MAIN STREET	01	OF 2	OPEN LEASED
06193	SAUGERTIES 236 MAIN STREET	01	OF 1	OPEN LEASED
06241	BATAVIA 111 MAIN STREET	01	OF 1	O-PS LEASED
06246	SARANAC LAKE 51-67 MAIN STREET	01	OF 1	O-PS LEASED
06345	CANTON 53 MAIN STREET	01	OF 1	OPEN LEASED
06346	COOPERSTOWN	01	OF 1	OPEN LEASED
06357	TICONDEROGA MONTCALM ST.	01	OF 3	OPEN LEASED
06367	NORTHVILLE 309 MAIN STREET	01	OF 1	OPEN LEASED
06397	WALTON 132-34 DELAWARE STREET	01	OF 1	OPEN LEASED
06505	HICKSVILLE N. BROADWAY	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 15
TOTAL LEASES: 15

CODE: JJM | STATE OH

00749	CINCINNATI READING RD & SEYMOUR AVE	01	OF 1	OPEN LEASED
06039	COSHOCTON 441 MAIN STREET	01	OF 1	OPEN LEASED
06144	CINCINNATI 600 RACE STREET	01	OF 2	OPEN LEASED
06326	EAST PALESTINE 113 N. MARKET STREET	01	OF 1	OPEN LEASED

STATE TOTAL: TOTAL STORES: 4
TOTAL LEASES: 4

CODE: JJM | STATE OR

06212	PORTLAND 600 S.W. 5th AVENUE	01	OF 2	OPEN LEASED
06296	PORTLAND 4112 SE 82ND AVENUE	01	OF 1	OPEN LEASED
06398	ROSEBURG 729 S.E. JACKSON	01	OF 1	OPEN LEASED
06423	MEDFORD 635 MEDFORD S/C	01	OF 1	OPEN LEASED
06480	ASTORIA 1173 COMMERCIAL STREET	01	OF 1	OPEN LEASED
06511	PORTLAND 1420 LLOYD CENTER	01	OF 1	O-PS LEASED

STATE TOTAL: TOTAL STORES: 6
TOTAL LEASES: 6

CODE: JJM | STATE PA

00835	CORTESVILLE 225 LINCOLN AVENUE	01	OF 2	OPEN LEASED
06005	SHAROKIN 6-12 INDEPENDENCE STREET	01	OF 1	OPEN LEASED

STORE/ ADDRESS	CITY	LSE #	TOT LSE #	STAT/ CLASS
06009 22-32 SOUTH MAIN STREET	CHAMBERSBURG	01	01	1 OPEN LEASED
06028 DESMOND STREET	SAYRE	01	01	1 OPEN LEASED
06047 28-34 W. MAIN STREET	CARBONDALE	01	01	1 O-PS LEASED
06106 111-113 EAST MAIN STREET	LOCK HAVEN	01	01	1 OPEN LEASED
06226 110 E. STATE STREET	KENNETT SQUARE	01	01	1 OPEN LEASED
06389 109-115 W. MAIN STREET	SOMERSET	01	01	1 OPEN LEASED

STATE TOTAL: TOTAL STORES:		8		
		TOTAL LEASES:		8

CODE: JJM		STATE RI		

06033 144 THAMES STREET	NEWPORT	01	01	1 OPEN LEASED
06095 41 WASHINGTON STREET	WEST WARWICK	01	02	2 OPEN LEASED

STATE TOTAL: TOTAL STORES:		2		
		TOTAL LEASES:		2

CODE: JJM		STATE TX		

06066 320 E OVERLAND	EL PASO	01	02	2 OPEN LEASED
06202 201-9 N. STANTON	EL PASO	01	02	2 OPEN LEASED
06486 315 NORTHLINE MALL	HOUSTON	01	01	1 O-PS LEASED

STATE TOTAL: TOTAL STORES:		3		
		TOTAL LEASES:		3

CODE: JJM		STATE VT		

06091 145 N. MAIN STREET	BARRE	01	01	1 OPEN LEASED
06218 46 MAIN STREET	NEWPORT	01	02	2 OPEN LEASED
06475 3-5 S. MAIN STREET	WHITE RIVER JCT	01	01	1 OPEN LEASED

STATE TOTAL: TOTAL STORES:		3		
		TOTAL LEASES:		3

CODE: JJM		STATE WA		

06213 616 W. RIVERSIDE	SPOKANE	01	01	1 O-PS LEASED
06421 700 SHADLE CIRCLE	SPOKANE	01	01	1 OPEN LEASED
06524 5 TRIANGLE S/C	LONGVIEW	01	01	1 OPEN LEASED
06525 545 UNIVERSITY CITY S/C	SPOKANE	01	01	1 OPEN LEASED

STATE TOTAL: TOTAL STORES:		4		
		TOTAL LEASES:		4

CODE TOTAL: TOTAL STORES:		109		
		TOTAL LEASES:		109

STORE/ ADDRESS	CITY	LSE #	TOT LSE	STAT/ CLASS
GRAND TOTAL: TOTAL STORES: 552				
TOTAL LEASES: 552				

1. The Commission's Final Order of _____, 1993 is hereby enforced in accordance with the terms of the attached Settlement Agreement.

2. McCrory shall comply with the Commission's Final Order enforced here and shall comply with all terms of the Final Order and the Settlement Agreement.

3. McCrory shall also cease and desist from violating in any like or related manner any of the standards, regulations, or provisions of the Act referred to in the Settlement Agreement and

[Paragraph 3 continued on next page]

the Final Order.

Entered by Order of the Court:

Clerk
United States Court of Appeals
for the Second Circuit

Date: _____

On this 4th day of May, 1993, the foregoing Order is consented to:

FOR THE RESPONDENTS:

McCRORY STORES
Division of McCrory Corporation
Respondent:

By: *George B. Stephens, Jr.*
George B. Stephens, Jr., Vice President

J.J. NEWBERRY STORES
Division of J.J. Newberry Co.
Respondent:

By: *George B. Stephens, Jr.*
George B. Stephens, Jr., Vice President

Robert P. Davis
ROBERT P. DAVIS
Attorney for Respondents

William D. Goldberg
WILLIAM D. GOLDBERG
Attorney for Respondents

FOR THE COMPLAINANT:

DAVID ZIEGLER
Acting Assistant
Secretary, OSHA:

David C. Ziegler

JUDITH E. KRAMER
Deputy Solicitor of
Labor

JOSEPH M. WOODWARD
Associate Solicitor
for Occupational Safety
and Health

Ann Rosenthal
ANN ROSENTHAL
Counsel for Appellate
Litigation

CERTIFICATE OF SERVICE

I hereby certify that on
I served a copy of the attached Settlement Agreement on _____
the authorized
employee representative at the following address:

This service was accomplished by mailing the Settlement Agreement
to the representative at this last known address by postage pre-
paid first class mail.

NAME: _____

TITLE: _____

CERTIFICATE OF SERVICE

I hereby certify that on _____
I personally delivered a copy of the attached Settlement
Agreement to _____
the authorized
employee representative at the following address:

NAME: _____

TITLE: _____

CERTIFICATION OF NONREPRESENTATION

I hereby certify that there is no authorized employee
representative for the employees affected by the action which is
the subject of the attached Settlement Agreement.

NAME: _____

TITLE: _____