

Fill in this information to identify the case:

United States Bankruptcy Court for the

 District of Delaware

 (State)
 Case number (if known): 21-_____ Chapter 15

Check if this is an amended filing

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known).

1.	Debtor's name	<u>Yatsen Group of Companies Inc.</u>
2.	Debtor's unique identifier	<p>For non-individual debtors:</p> <p><input type="checkbox"/> Federal Employer Identification Number (EIN) _____</p> <p><input checked="" type="checkbox"/> Other <u>81774 2349</u>. Describe identifier <u>Canadian Business Number</u></p> <p>For individual debtors:</p> <p><input type="checkbox"/> Social Security number: xxx – xx– _____</p> <p><input type="checkbox"/> Individual Taxpayer Identification number (ITIN): 9 xx – xx – _____</p> <p><input type="checkbox"/> Other _____. Describe identifier _____.</p>
3.	Name of foreign representative(s)	<u>Alvarez & Marsal Canada Inc.</u>
4.	Foreign proceeding in which appointment of the foreign representative(s) occurred	<u>Proceeding under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, pending before the Superior Court of Justice, Commercial List, Ontario</u>
5.	Nature of the foreign proceeding	<p>Check one:</p> <p><input checked="" type="checkbox"/> Foreign main proceeding</p> <p><input type="checkbox"/> Foreign nonmain proceeding</p> <p><input type="checkbox"/> Foreign main proceeding, or in the alternative foreign nonmain proceeding</p>
6.	Evidence of the foreign proceeding	<p><input checked="" type="checkbox"/> A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached.</p> <p><input type="checkbox"/> A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative, is attached.</p> <p><input type="checkbox"/> Other evidence of the existence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation, translated into English, is attached.</p> <p>_____</p> <p>_____</p>
7.	Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?	<p><input type="checkbox"/> No. (Attach a statement identifying each country in which a foreign proceeding by, regarding, or against the debtor is pending.)</p> <p><input checked="" type="checkbox"/> Yes</p>

Debtor Yatsen Group of Companies Inc. Case number (if known) 21-

8. Others entitled to notice

Attach a list containing the names and addresses of:

- (i) all persons or bodies authorized to administer foreign proceedings of the debtor,
- (ii) all parties to litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and
- (iii) all entities against whom provisional relief is being sought under § 1519 of the Bankruptcy Code.

9. Addresses

Country where the debtor has the center of its main interests:

Canada

Debtor's registered office:

7650 Birchmount Road
Number Street

P.O. Box

Markham, Ontario L3R 6B9
City State/Province/Region ZIP/Postal Code

Canada
Country

Individual debtor's habitual residence:

Number Street

P.O. Box

City State/Province/Region ZIP/Postal Code

Country

Address of foreign representative(s):

Royal Bank Plaza, South Tower, 200 Bay Street
Number Street

Suite 2900, P.O. Box 22
P.O. Box

Toronto, Ontario M5J 2J1
City State/Province/Region ZIP/Postal Code

Canada
Country

10. Debtor's website (URL)

https://www.sarkujapan.com/

11. Type of debtor

Check one:

- Non-individual (*check one*):
 - Corporation. Attach a corporate ownership statement containing the information described in Fed. R. Bankr. P. 7007.1.
 - Partnership
 - Other. Specify: _____
- Individual

12. Why is venue proper in this district?

Check one:

- Debtor's principal place of business or principal assets in the United States are in this district.
- Debtor does not have a place of business or assets in the United States, but the following action or proceeding in a federal or state court is pending against the debtor in this district:

- If neither box is checked, venue is consistent with the interests of justice and the convenience of the parties, having regard to the relief sought by the foreign representative, because: the Debtor is a subsidiary of Yatsen Group of Companies Inc. and an affiliate of SAR Real Estate Inc. and SAR Tanforan Food Inc., which are incorporated in Delaware. The Debtors respectfully submit that their restructuring efforts will be most efficiently administered in one single proceeding by the United States Bankruptcy Court for the District of Delaware rather than through multiple proceedings in different venues.

Debtor Yatsen Group of Companies Inc.

Case number (if known) 21-

13. Signature of foreign representative(s)

I request relief in accordance with chapter 15 of title 11, United States Code.

I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct,

✘ /s/ Alan J. Hutchens Alan J. Hutchens, Senior Vice-President
 Signature of foreign representative Printed name

Executed on 01 / 25 / 2021
 MM / DD / YYYY

✘ _____
 Signature of foreign representative Printed name

Executed on ___ / ___ / ___
 MM / DD / YYYY

14. Signature of attorney

✘ /s/ Matthew B. Lunn 01 / 25 / 2021
 Signature of Attorney for foreign representative Date
 MM / DD / YYYY

Matthew B. Lunn
 Printed name

Young Conaway Stargatt & Taylor, LLP
 Firm name

1000 North King Street
 Number Street

Wilmington DE 19801
 City State ZIP Code

(302) 571-6600 mlunn@ycst.com
 Contact phone Email address

4119 DE
 Bar number State

**Chapter 15 Petition
Yatsen Group of Companies Inc.**

**Item 6. Decision Commencing Foreign Proceeding
and Appointing the Foreign Representative**

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVELUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

Court File No. CV-21-00655505-00CL

DATED AT TORONTO THIS 25 DAY OF January 20 21
FAIT A TORONTO LE _____ JOUR DE _____

ONTARIO

SUPERIOR COURT OF JUSTICE

REGISTRAR

GREFFIER

COMMERCIAL LIST

THE HONOURABLE MR. _____)

MONDAY, THE 25th

DAY OF JANUARY, 2021



JUSTICE HAINES)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF YATSEN GROUP OF COMPANIES
INC., SAR REAL ESTATE INC. AND THE COMPANIES
LISTED IN SCHEDULE "A"

Applicants

INITIAL ORDER

THIS APPLICATION, made by Yatsen Group of Companies Inc. ("YGC"), SAR Real Estate Inc. and the companies listed in Schedule "A" hereto (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day via videoconference.

ON READING the affidavit of Joseph McCullagh sworn January 24, 2021 and the Exhibits thereto (the "**McCullagh Affidavit**") and the pre-filing report of the proposed Monitor, Alvarez & Marsal Canada Inc. ("**A&M**"), and on hearing the submissions of counsel for the Applicants, counsel for A&M, counsel for the DIP Lender (as defined below), counsel for Wells Fargo (as defined below) and on reading the consent of A&M to act as the Court-appointed monitor of the Applicants (the "**Monitor**"),

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DON'T CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

DATED AT TORONTO THIS 25 DAY OF January 20 21
FAIT A TORONTO LE JOUR DE

Margaret

SERVICE

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

CAPITALIZED TERMS

2. THIS COURT ORDERS that unless otherwise indicated or defined herein, capitalized terms have the meaning given to them in the McCullagh Affidavit.

APPLICATION

3. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicants shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel, financial advisors and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the McCullagh Affidavit, including for the purpose of completing intercompany transfers among the Applicants in the ordinary course of business, or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire

into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that the Applicants shall be entitled but not required to pay and satisfy the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, any other similar or ancillary proceedings in other jurisdictions and/or related corporate matters, at their standard rates and charges, including the fees and disbursements of legal counsel and financial advisors retained by the Applicants, in each case whether incurred prior to or after this Order.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, including, without limitation, all expenses reasonably necessary for the preservation of the Property or the Business.

8. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority, in Canada or in the United States, which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

DATED AT TORONTO THIS 25 DAY OF January 2020 JOUR DE

REGISTRAR (b) *[Signature]* GREFFIER

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHAQUE DES PAGES EST RELEVÉE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU.

DATE AT TORONTO THIS 25 DAY OF January 20 21
 FAIT À TORONTO LE
 REGISTRAR
 GREFFIER

services by the Applicants (including, without limitation, any such Sales Taxes due to any taxation authority in Canada or the United States), but only where such Sales taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority, in Canada or in the United States, in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA (in which case, for greater certainty, rent shall not be payable for any period beyond the effective date of such disclaimer), the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable Applicant and the landlord from time to time (“Rent”), for the period commencing from and including the date of this Order, monthly in equal payments on the first day of each month, in advance (but not in arrears) (save and except for any component of Rent comprising percentage rent which shall be calculated and paid in accordance with the terms of the applicable lease), or at such other time intervals and dates as may be agreed to between the applicable Applicant, with the consent of the Monitor, and the applicable landlord. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their business or operations;

in accordance with paragraphs 12 and 13 of this Order, vacate, abandon or quit any leased premises and/or disclaim any real property lease and any ancillary agreements relating to the leased premises, in accordance with section 32 of the CCAA;

disclaim such of their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and

pursue all avenues of refinancing, restructuring or sale of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring or sale,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

12. THIS COURT ORDERS that the Applicants shall provide each of the relevant landlords with notice of the relevant Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes such Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If an Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE
DATED AT TORONTO THIS 25 DAY OF January 21 2021
PAT A TORONTO LE

REGISTRAR
GRIFFIER
b)

LA PRESENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVETUE DU Sceau de la Cour Superieure de Justice a Toronto, est une copie conforme du document conserve dans ce Bureau

period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to such Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Applicant and the Monitor 48 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the applicable Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

14. THIS COURT ORDERS that until and including February 3, 2020, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the written consent of the Applicants and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such business or actions, suits or proceedings by a regulatory body as are permitted by Section 32 of the CCAA,

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.

LA PRESENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST BREVETEE DU Sceau de la Cour Superieure de Justice a Toronto, Est une Copie Conforme du Document Conserve dans ce Bureau.

DATED AT TORONTO THIS 25 DAY OF January 21 2021
 FAIT A TORONTO LE JOUR DE

REGISTRAR *[Signature]* GREFFIER

advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

APPOINTMENT OF MONITOR

20. THIS COURT ORDERS that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

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

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the Rent Reserve and such other matters as may be relevant to the proceedings herein;

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DON'T CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

DATED AT TORONTO THIS 25 DAY OF January 2021
 FAIT À TORONTO LE 25 JOUR DE January 2021

[Signature]
 REGISTRAR GREFFIER

- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination to the DIP Lender of financial and other information as agreed to between the Applicants and the DIP Lender;
- (d) advise the Applicants, to the extent required by the Applicants, in the preparation of the Applicants' cash flow statements and any reporting required by the DIP Lender;
- (e) assist the Applicants, to the extent required by the Applicants, with the holding and administering of any meetings for voting on a Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (g) hold funds in trust or in escrow, to the extent required, including the Rent Reserve, to facilitate settlements and/or payments between one or more of the Applicants and any other Person;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

22. THIS COURT ORDERS that the execution and delivery of the escrow agreement attached as Exhibit "E" to the McCullagh Affidavit by A&M is hereby authorized and approved, and that in carrying out any provision thereof A&M shall be deemed to be doing so in its capacity as Monitor and shall incur no liability or obligation as a result thereof, save and except for any gross negligence or wilful misconduct on its part.

23. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the

ENGLISH: DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE
 FRENCH: DOCUMENT, DON'T CHACUNE DES PAGES EST REVETUE DU SCEAU DE LA COUR SUPERIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVE DANS CE BUREAU

DATED AT TORONTO THIS 25 DAY OF January 20 21
 FAIT A TORONTO LE 25 JOUR DE Janvier 20 21

REGISTRAR *[Signature]* GREFFIER

Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

24. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial, state or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

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

27. THIS COURT ORDERS that the Monitor, Canadian and U.S. counsel to the Monitor and Canadian and U.S. counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements) on each case at their standard

THIS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE. LA PRESENT ATTESTE QUE CE DOCUMENT, DONT CHAQUE PAGES EST MARQUEE AVEC LE Sceau de la Cour Supérieure de Justice à Toronto, est une copie conforme du document conserve dans ce bureau. DATED AT TORONTO THIS 25 DAY OF January 20 21. REGISTRAR (Signature) GREFFIER

rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, Canadian and U.S. counsel for the Monitor and Canadian and U.S. counsel for the Applicants on a bi-weekly basis and, in addition, the Monitor, Canadian and U.S. counsel to the Monitor and Canadian and U.S. counsel to the Applicants are authorized to maintain their respective retainers, as applicable, provided by the Applicants prior to the commencement of these proceedings, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

29. THIS COURT ORDERS that the Monitor, Canadian and U.S. counsel to the Monitor and Canadian and U.S. counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “Administration Charge”) on the Property, which charge shall not exceed an aggregate amount of \$500,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 38 and 40 hereof.

DIP FINANCING

30. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the “DIP Facility”) from 1699803 Ontario Inc. (the “DIP Lender”) in order to finance the costs of these proceedings and, to the extent subsequently agreed among the Applicants, the Monitor and the DIP Lender, the Applicants’ working capital requirements and other general corporate purposes, provided that borrowings under the DIP Facility shall not exceed \$500,000, unless permitted by further Order of this Court.

31. THIS COURT ORDERS that the DIP Facility shall be on the terms and subject to the conditions set forth in the term sheet entered into among the Applicants and the DIP Lender dated as of January 24, 2021 (the “DIP Financing Agreement”) a copy of which is attached as

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS AMONG THE DOCUMENTS OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.

LA PRÉSENT ATTESTE QUE CE DOCUMENT, CHAQUE PAGE DUQUEL EST REVÊTU DE LA SCELLETTÉ DU SÉCRÉTARIAT DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU.

DATED AT TORONTO THIS 25 DAY OF January 21
 FAIT À TORONTO LE 25 JOUR DE JANVIER 2021

Maggie
 REGISTRAR GREFFIER

Exhibit "F" to the McCullagh Affidavit and filed, and the execution and delivery of the DIP Financing Agreement by the Applicants is hereby authorized and approved.

32. THIS COURT ORDERS that the Applicants are hereby authorized and empowered, but not directed, to execute and deliver such credit agreements, mortgages, debentures, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), if and as may be reasonably required by the DIP Lender in connection with the DIP Financing Agreement, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Financing Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

33. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property to secure the obligations under the DIP Financing Agreement and the Definitive Documents incurred on or after the date of this Order, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made and which DIP Lender's Charge shall not exceed an aggregate amount of \$500,000, unless permitted by further Order of this Court. The DIP Lender's Charge shall have the priority set out in paragraphs 38 and 40 hereof.

34. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE
 LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVELUÉ DU SÉAL DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU
 DATED AT TORONTO THIS 25 DAY OF January 2021
 FAIT À TORONTO LE 25 JOUR DE Janvier 2021

upon the occurrence of an event of default under the DIP Financing Agreement, the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon seven (7) days' notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Financing Agreement, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Financing Agreement,

REGISTRAR
 GRIEFIER
 Mary [Signature]

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.

LA PRÉSENT ATTESTE QUE CE DOCUMENT, CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU.

MADE AT TORONTO THIS 25 DAY OF January 20 21
 COURT DE
 REGISTRAR

the Definitive Documents or the DIP Lender's Charge, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants, or otherwise exercise all of its rights and remedies available under applicable law; and

the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

35. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

36. THIS COURT ORDERS AND DECLARES that Wells Fargo Bank, National Association, as the Administrative Agent ("**Wells Fargo**") under the Canadian Guaranty and Security Agreement dated as of September 30, 2019, among Edjar Food Group Inc., as Grantor, and each other Grantor from time to time party thereto in favour of Wells Fargo (the "**Wells Fargo Canadian Guarantee**") shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the BIA, with respect to any guarantee claims against YGC as guarantor under the Wells Fargo Canadian Guarantee.

37. THIS COURT ORDERS AND DECLARES that for certainty, notwithstanding paragraphs 35 and 36 hereof, the DIP Lender and Wells Fargo shall be subject to all of the provisions of this Order, including, without limitation, the stay of proceedings granted in favour of the Applicants and their Business and Property.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

38. THIS COURT ORDERS that the priorities of the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000); and

any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Financing Agreement or the Definitive Documents shall create or be deemed to constitute a breach by any of the Applicants of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the DIP Financing Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicants pursuant to this Order, the DIP Financing Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE
LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU SCAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU
DATED AT TORONTO THIS 25 DAY OF January 2021
FAIT À TORONTO LE 25 JOUR DE Janvier 2021
REGISTRAR
GREFFIER

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

FOREIGN PROCEEDINGS

44. THIS COURT ORDERS that the Monitor is hereby authorized and empowered to act as the foreign representative in respect of the within proceedings for the purposes of having these proceedings recognized in a jurisdiction outside Canada.

45. THIS COURT ORDERS that the Monitor is hereby authorized, as the foreign representative of the Applicants and of the within proceedings, to apply for foreign recognition

of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to Chapter 15 of the U.S. Bankruptcy Code, and to take such actions as the Monitor may consider necessary or appropriate in furtherance of the recognition of these proceedings (including any steps, actions or transactions undertaken by the Applicants pursuant to this Order or otherwise pursuant to these proceedings) in any such jurisdiction.

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

47. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and any other Order issued in these proceedings.

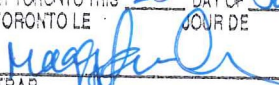
SERVICE AND NOTICE

48. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) and the Wall Street Journal a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRESENT ATTESTE QUE CE DOCUMENT, DON'T CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

DATED AT TORONTO THIS 25 DAY OF January 20 21
 FAIT À TORONTO LE 25 JOUR DE JANVIER 20 21

REGISTRAR  GREFFIER

49. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: www.alvarezandmarsal.com/YatsenGroup.

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

51. THIS COURT ORDERS that the Applicants and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

52. THIS COURT ORDERS that, ~~except with respect to any notice or order~~ heard on the Comeback Date (as defined below), and ~~subject to further Order of this Court~~ in respect of

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

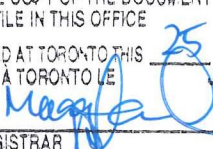
LA PRÉSENT ATTESTE QUE CE DOCUMENT, DON'T CHACUNE DES PAGES, EST UN VRAI COPIÉ DU DOCUMENT CONSERVÉ DANS CE BUREAU

SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT

SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT

DATED AT TORONTO THIS 25 DAY OF January 20 21

FAIT À TORONTO LE 25 JOUR DE January 20 21

REGISTRAR  GREFFIER

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

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

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTEST QUE CE DOCUMENT, DON'T CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE À TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

DATED AT TORONTO THIS 25 DAY OF January 20 21
FAIT À TORONTO LE JOUR DE

REGISTRAR *[Signature]* GREFFIER

[Signature]

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 25 2021

PER / PAR:

[Signature]

u
c

Schedule "A"

1. HEAP Japanese Food Inc.
2. KB Wisconsin Food Inc.
3. MT Security Square Food Inc.
4. SAR Buckland Food Inc.
5. SAR Coastland Food Inc.
6. SAR Coventry Food Inc.
7. SAR Dulles Expo Center Inc.
8. SAR First Colony Food Inc.
9. SAR Glenbrook Food Inc.
10. SAR Greenbrier Food Inc.
11. SAR Laurel Food Inc.
12. SAR Lloyd Food Inc.
13. SAR Oglethorpe Food Inc.
14. SAR Orange Park Food Inc.
15. SAR Oviedo Food Inc.
16. SAR Park Place Food Inc.
17. SAR Plymouth Food Inc.
18. SAR Ramsey Food Inc.
19. SAR Santa Rosa Food Inc.
20. SAR Security Square Food Inc.
21. SAR St. Charles Food Inc.
22. SAR Stafford Food Inc.
23. SAR Superstition Springs Food Inc.
24. SAR Tanforan Food Inc.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA BRIGANT ATTEST QUE CE DOCUMENT, DON'T CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVE DANS CE BUREAU

DATED AT TORONTO THIS 25 DAY OF January 2021
FAIT A TORONTO LE _____ JOUR DE _____

REGISTRAR

GREFFIER

- 25. SAR Valley Plaza Food Inc.
- 26. SAR Westgate Massachusetts Food Inc.
- 27. SAR Willowbrook Food Inc.
- 28. SJ Arsenal Inc.
- 29. SJ Boynton Inc.
- 30. SJ Fox Run Inc.
- 31. SJ Lenox Food Inc.
- 32. SJ Macon Food Inc.
- 33. SJ Rosspark Food Inc.
- 34. SJ Savannah Food Inc.
- 35. SJ South Hills Food Inc.
- 36. SJ Yorktown Food Inc.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRÉSENT ATTEST QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

DATED AT TORONTO THIS 25 DAY OF January 20 21
FAIT A TORONTO LE _____ JOUR DE _____

REGISTRAR

GREFFIER

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

Court File No: CV-21-00655505-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
YATSEN GROUP OF COMPANIES INC., SAR REAL ESTATE INC. AND THE
COMPANIES LISTED IN SCHEDULE "A"

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE-
COMMERCIAL LIST

Proceeding commenced at Toronto

INITIAL ORDER

Goodmans LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

L. Joseph Latham LSO#: 32326A
jlatham@goodmans.ca

Caroline Descours LSO#: 58251A
cdescours@goodmans.ca

Ti-Anna Wang LSO#: 78624D
twang@goodmans.ca

Tel: (416) 979-2211

Fax: (416) 979-1234

Lawyers for the Applicants

**Chapter 15 Petition
Yatsen Group of Companies Inc.**

**Item 8. Consolidated Verified List Pursuant to
Bankruptcy Rules 1007(a)(4), 1008, and 2002(a)**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 15
	:	
YATSEN GROUP OF COMPANIES INC., <i>et al.</i> , ¹	:	Case No. 21-____ (____)
	:	
Debtors in a Foreign Proceeding.	:	(Joint Administration Requested)
	:	

**CONSOLIDATED VERIFIED LIST
PURSUANT TO FED. R. BANKR. P. 1007(a)(4), 1008, AND 2002(q)**

Pursuant to Rules 1007(a)(4), 1008, and 2002(q), the attached list contemplates each of the following:

- (i) all persons or bodies authorized to administer foreign proceedings of the Debtors;
- (ii) all parties to litigation pending in the United States in which any Debtor is a party at the time of filing the petition; and
- (iii) all entities against whom provisional relief is being sought under section 1519 of the Bankruptcy Code.

¹ The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, follow in parentheses: (i) Yatsen Group of Companies Inc. (2349); (ii) SAR Real Estate Inc. (2023); (iii) HEAP Japanese Food Inc. (5908); (iv) KB Wisconsin Food Inc. (4510); (v) MT Security Square Food Inc. (3037); (vi) SAR Buckland Food Inc. (9797); (vii) SAR Coastland Food Inc. (2349); (viii) SAR Coventry Food Inc. (1230); (ix) SAR Dulles Expo Center Inc. (7199); (x) SAR First Colony Food Inc. (2616); (xi) SAR Glenbrook Food Inc. (0268); (xii) SAR Greenbrier Food Inc. (2387); (xiii) SAR Laurel Food Inc. (2866); (xiv) SAR Lloyd Food Inc. (3866); (xv) SAR Oglethorpe Food Inc. (9549); (xvi) SAR Orange Park Food Inc. (3467); (xvii) SAR Oviedo Food Inc. (9892); (xviii) SAR Park Place Food Inc. (0409); (xix) SAR Plymouth Food Inc. (pending); (xx) SAR Ramsey Food Inc. (1611); (xxi) SAR Santa Rosa Food Inc. (9745); (xxii) SAR Security Square Food Inc. (8008); (xxiii) SAR St. Charles Food Inc. (8325); (xxiv) SAR Stafford Food Inc. (1226); (xxv) SAR Superstition Springs Food Inc. (1883); (xxvi) SAR Tanforan Food Inc. (9106); (xxvii) SAR Valley Plaza Food Inc. (pending); (xxviii) SAR Westgate Massachusetts Food Inc. (9931); (xxix) SAR Willowbrook Food Inc. (8598); (xxx) SJ Arsenal Inc. (5763); (xxxi) SJ Boynton Inc. (pending); (xxxii) SJ Fox Run Inc. (2556); (xxxiii) SJ Lenox Food Inc. (9359); (xxxiv) SJ Macon Food Inc. (2782); (xxxv) SJ Rosspark Food Inc. (9994); (xxxvi) SJ Savannah Food Inc. (1810); (xxxvii) SJ South Hills Food Inc. (pending); (xxxviii) SJ Yorktown Food Inc. (4372). The Debtors’ executive headquarters is located at 7650 Birchmount Road, Markham, Ontario, L3R 6B9, Canada.

I declare under penalty of perjury under the laws of the United States of America that the information in the attached list is true and correct.

Alvarez & Marsal Canada Inc.
Solely in its capacity as court-appointed
Monitor and Foreign Representative, and not
in its personal or corporate capacity

Dated: January 25, 2021
Toronto, Ontario

/s/ Alan Hutchens
By: Alan Hutchens
Title: Senior Vice-President
Alvarez & Marsal Canada Inc.

I. **Administrator in Foreign Proceeding Concerning the Debtors**

Alvarez & Marsal Canada Inc. (the “Monitor”) is the only court-appointed monitor in the Canadian Proceeding. The Monitor believes that, other than the Canadian Proceeding, there are no foreign proceedings pending with respect to any of the Debtors. The Monitor’s address is:

Royal Bank Plaza, South Tower
200 Bay Street
Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1, Canada

II. **All Parties to Litigation Pending in the United States in which Any of the Debtors Is a Party at the Time of Filing of the Petitions**

Attached hereto as Exhibit A is a list of the names and addresses of substantially all parties to litigation pending in the United States in which any of the Debtors is a party at the time the Petitions were filed.

III. **Entities Against Whom Provisional Relief Is Sought Pursuant to 11 U.S.C. § 1519**

Attached hereto as Exhibit B is a list of the names and addresses of substantially all parties against whom provisional relief is sought pursuant to 11 U.S.C. § 1519.

Dated: Wilmington, Delaware
January 25, 2021

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Matthew B. Lunn

Michael R. Nestor (No. 3526)
Matthew B. Lunn (No. 4119)
Betsy L. Feldman (No. 6410)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
mlunn@ycst.com
bfeldman@ycst.com

Counsel to the Monitor and Foreign Representative

EXHIBIT A**Parties to Litigation Pending in the United States**

<u>Matter</u>	<u>Case Number</u>	<u>Description of Claim</u>	<u>Opposing Counsel Contact Information</u>
CAMBRIDGESIDE GALLERIA ASSOCIATION TRUST v. SJ ARSENAL INC. d/b/a SARKU JAPAN	Case No. 2081CV02579 Middlesex Superior Court, Middlesex, SS	Breach of Contract: Failure to pay contractual rent at 100 CambridgeSide Place, Cambridge, Massachusetts	Mirick, O'Connell, DeMallie & Lougee, LLP 1800 West Park Drive, Suite 400 Westborough, MA 01581-3926 Robert B. Gibbons William J. Morrissey
HAMILTON PLACE CMBC, LLC, v. SAR REAL ESTATE, INC., SAR GREENBRIER FOOD, INC., AND KB WISCONSIN FOOD, INC.	Case No. 20-C-1012 Circuit Court of Tennessee, District of Chattanooga	Breach of Contract: Failure to pay contractual rent at 16 locations	Evans Harrison Hackett PLLC 835 Georgia Avenue, Suite 800 Chattanooga, TN, 37402 Scott M. Shaw
WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP, v. SAR REAL ESTATE, INC.	Docket No.: LT-4787-20 Superior Court of New Jersey, Bergen County	Verified Complaint Landlord/Tenant (Eviction): Non-Payment of Rent	Lewis Brisbois Bisgaard & Smith LLP One Riverfront Plaza, Suite 800 Newark, NJ 07102 Karley E. Kamaris
WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP v. SJ GARDEN STATE FOOD, INC. d/b/a SARKU JAPAN SUSHI BAR	Docket No.: LT-4786-20 Superior Court of New Jersey, Bergen County	Verified Complaint Landlord/Tenant (Eviction): Non-Payment of Rent	Lewis Brisbois Bisgaard & Smith LLP One Riverfront Plaza, Suite 800 Newark, NJ 07102 Karley E. Kamaris

<u>Matter</u>	<u>Case Number</u>	<u>Description of Claim</u>	<u>Opposing Counsel Contact Information</u>
WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP v. SAR REAL ESTATE, INC. d/b/a SARKU JAPAN et al.	Case No.: BER-L-005993-20 Superior Court of New Jersey, Bergen County	Breach of Contract: Failure to pay contractual rent	Lewis Brisbois Bisgaard & Smith LLP One Riverfront Plaza, Suite 800 Newark, NJ 07102 Karley E. Kamaris
WESTLAND GARDEN STATE PLAZA LIMITED PARTNERSHIP v. SJ GARDEN STATE FOOD, INC. d/b/a SARKU JAPAN SUSHI BAR	Case No.: BER-L-005991-20 Superior Court of New Jersey, Bergen County	Breach of Contract: Failure to pay contractual rent	Lewis Brisbois Bisgaard & Smith LLP One Riverfront Plaza, Suite 800 Newark, NJ 07102 Karley E. Kamaris
MONTGOMERY MALL OWNER, LLC et al v. SAR REAL ESTATE, INC.	Case No: 483704-V Circuit Court for Montgomery County, Maryland	Breach of Lease: Failure to pay contractual rent at 3 locations	Ballard Spahr LLP 300 East Lombard Street, 18th Floor Baltimore, MD 21202 Charles Hirsch
ORANGE PARK MALL, LLC, v. SAR ORANGE PARK FOOD, INC	CASE No. 2020-CC-1394 DIV: D County Court of the 4th Judicial Circuit in and for Clay County, Florida	Eviction Action	McKenna, McCausland & Murphy, P.A., 3020 NE 32nd Ave., Suite 304 Fort Lauderdale, FL 33308 Christine J. McKenna
QUEENS CENTER SPE LLC, v. SAR REAL ESTATE, INC. and YATSEN GROUP OF COMPANIES, INC.	Index No. 715329/2020 Supreme Court of the State of New York County of Queens	Breach of Lease – Failure to Pay Fixed Minimum Rent	Berkman, Henoeh, Peterson, Peddy & Fenchel, P.C. 100 Garden City Plaza Garden City, NY 11530 Robert A. Carruba

<u>Matter</u>	<u>Case Number</u>	<u>Description of Claim</u>	<u>Opposing Counsel Contact Information</u>
WEA SOUTHCENTRE LLC, v. SAR REAL ESTATE, INC.	No. 20-2-15623-0 KNT Superior Court of Washington for King County	Service of Default Notice for 2600 Southcenter Mall, Store FC3 Tukwila, WA 98188 Writ of Garnishment	Montgomery Purdue Blankinship & Austin, PLLC 5500 Columbia Center 701 Fifth Avenue Seattle, WA 98104-7096 Scott E. Feir
SOUTHERN PARK MALL, LLC. v. SAR REAL ESTATE, INC.	No. 2020-CV- 02020 Court of Common Please Mahoning County, Ohio	Money Damages for Breach of Lease	Brennan, Manna & Diamond LLC 75 East Market Street Akron, Ohio 44308 Justin M. Alaburda Hilary F. DeSaussure
TRUMBULL SHOPPING CENTER #2 LLC v. SAR REAL ESTATE INC	Docket No. BPH- CV-20-6009126- S State of Connecticut Superior Court Judicial District of Bridgeport	Failure to Pay Rent	Barclay Damon, LLP 545 Long Wharf Drive, 9th Floor New Haven, CT 06511 Charles R. Andres
WESTFIELD TOPANGA OWNER LLC, et al. v. SAR REAL ESTATE, INC.	Case No. 20STCV45214 Superior Court of the State of California for The County of Los Angeles— Central District	Breach of Contract: Failure to pay contractual rent at 21 locations	Manatt, Phelps & Phillips, LLP 2049 Century Park East, Suite 1700 Los Angeles, CA 90067 Viral Mehta Lauren Fried Jessica A. Vidal

<u>Matter</u>	<u>Case Number</u>	<u>Description of Claim</u>	<u>Opposing Counsel Contact Information</u>
<p>NEW WESTGATE MALL LLC</p> <p>v.</p> <p>SAR WESTGATE MASSACHUSETTS FOOD, INC and YATSEN GROUP OF COMPANIES, INC.,</p>	<p>Civil Action No. 2084CV01880</p> <p>Superior Court Department of the Trial Court, Suffolk</p>	<p>Breach of Contract: Failure to pay contractual rent</p>	<p>Mirick, O’Connell, DeMallie & Lougee, LLP 1800 West Park Drive, Suite 400 Westborough, MA 01581</p> <p>Robert B. Gibbons William J. Morrissey</p>
<p>SIMON PROPERTY GROUP, L.P.</p> <p>v.</p> <p>SAR REAL ESTATE, INC. SAR ST. CHARLES FOOD INC., SJ ROSSPARK FOOD INC., SJ SOUTH HILLS FOOD INC., SJ LENOX FOOD, INC., and YATSEN GROUP OF COMPANIES INC.</p>	<p>Case Number 49D01-2101-PL-000825</p> <p>Marion County Superior Court</p>	<p>Breach of Contract: Failure to pay contractual rent at 43 locations</p>	<p>Barnes & Thornburg LLP 11 S. Meridian Street Indianapolis, IN 46204-3535</p> <p>Andrew J. Detherage Alexander P. Orłowski</p>

EXHIBIT B**Entities against Whom Provisional Relief Is Sought**

Creditor Name	Service Address
Acadiana Mall CMBS, LLC	CBL & Associates Management, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
Alderwood Mall L.L.C.	ALDERWOOD MALL L.L.C. c/o Alderwood Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Alderwood Mall 3000 J 84th St. S.W.; Room 127 Lynnwood, WA 98037 Attn: General Manager
Altamonte Mall, LLC	ALTAMONTE MALL, LLC c/o Altamonte Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Altamonte Mall 451 E. Altamonte Drive Altamonte Springs, Florida 32701 Attn: General Manager
Annapolis Mall Limited Partnership	Annapolis Mall Limited Partnership 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department
Arbor Place II, LLC	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
Army & Air Force Exchange Service	Army & Air Force Exchange Service 3911 S Walton Walker Dallas, TX 75236 Attention: Leasing Manager
Army & Air Force Exchange Service	AAFES Lewis-McChord Exchange Building 9503 RM.220 Rainier Dr., MS 46 Logistic Center Fort Lewis, Washington 98433-5000 Attention: Michael Einer

Creditor Name	Service Address
Army & Air Force Exchange Service	JBSA-Fort Sam Houston Exchange 2831 Henry T Allen Building 2434 Fort Sam Houston, Texas 78234 Attention: AAFES (General Manager)
Asheville, LLC	CBL & Associates Management, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
Augusta Mall, LLC	Augusta Mall, LLC c/o Augusta Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Augusta Mall 3450 Wrightsboro Rd Augusta, Georgia 30909 Attn: General Manager
Avenues Mall, LLC	Avenues Mall, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Baybrook Mall, LLC	Baybrook Mall, LLC c/o Baybrook Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Baybrook Mall, LLC c/o Baybrook Mall Friendswood, Texas 77546 Attn: General Manager
Bellwether Properties of South Carolina, Limited Partnership	Bellwether Properties of South Carolina, L.P. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Boynton Beach Mall, LLC	Boynton-JCP Associates Ltd. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Braintree Property Associates Limited Partnership	Braintree Property Associates L.P. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438

Creditor Name	Service Address
Brandon Shopping Center Partners, Ltd.	Brandon Shopping Center Partners. Ltd. 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
Bridgewater Commons Mall II, LLC	BRIDGEWATER COMMONS c/o BRIDGEWATER COMMONS MALL II, LLC 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Bridgewater Commons 4000 Commons Way, STE. 100 Bridgewater, New Jersey 08807 Attn: General Manager
Broward Mall, LLC	Broward Mall, LLC 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
CambridgeSide Galleria Associates Trust	Trustees of CambridgeSide Galleria Associates Trust c/o New England Development One Wells Avenue Newton, Massachusetts 02459 Copy To: UBS Realty Investors LLC 242 Trumbull Street Hartford, Connecticut 06103-1212 Copy To: Goulston & Storrs, P.C. 400 Atlantic Avenue Boston, Massachusetts 02110-3333 Attn: NED-CambridgeSide Galleria
CAPREF Lloyd Center, LLC	CAPREF Lloyd Center LLC 8343 Douglas Avenue, Suite 200 Dallas, Texas 75225 Attn: General Counsel
Carolina Place, LLC	Carolina Place LLC c/o Carolina Place 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
CBL & Associates Management, Inc.	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000

Creditor Name	Service Address
CBL/COLUMBIA PLACE, LLC	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
CENTRO INDEPENDENCE LLC	Centro Independence LLC c/o Centro Properties Group 420 Lexington Avenue, 7th Floor New York, New York 10170 Attn: General Counsel
Champaign Market Place, LLC	Champaign Market Place LLC c/o Market Place Shopping Center 350 N. Orleans St. Suite 300 Chicago, IL 60654-1607 Attn: Law/Lease Administration Department
Charles Mall Company Limited Partnership	Charles Mall Company Limited Partnership c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
CITADEL MALL CMBS,LLC	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
Citrus Park Mall Owner LLC	Citrus Park Mall Owner LLC 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
Clinton Employment Center Associates, L.L.P.	Clinton Employment Center Associates, L.L.P. c/o Carrollton Enterprises 11785 Beltsville Drive, 16th Floor Calverton, Maryland 20705
Coastland Center, LLC	Coastland Center, LLC c/o Coastland Center 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Colorado Mills Mall Limited Partnership	COLORADO MILLS MALL LIMITED PARTNERSHIP M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438

Creditor Name	Service Address
Columbiana Centre, LLC	<p>Columbiana Centre, LLC c/o Columbiana Centre 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department</p> <p>Copy To: Columbiana Centre 100 Columbiana Circle Columbia, SC 29212 Attn: General Manager</p>
Coral Ridge Mall, LLC	<p>Coral Ridge Mall, LLC c/o Coral Ridge Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department</p>
CORAL-CS/LTD. Associates	<p>Coral-CS/Ltd. Associates c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
Corpus Christi Retail Venture, LP	<p>Corpus Christi Retail Ventures LP P.O. Box 9400 Corpus Christi, Texas 78469-9400</p> <p>Copy To: Trademark Property Company 301 Commerce, Suite 3635 Fort Worth, Texas 76102 Attn: Vice President - Real Estate</p>
Countryside Mall, LLC	<p>Countryside Mall LLC 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department</p>
Cross Creek Mall, LLC	<p>CBL & Associates Management, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000</p>
Crystal Mall, LLC	<p>Crystal Mall LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
Culver City Mall, LLC	<p>Fox Hills Mall LP 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department</p>

Creditor Name	Service Address
Deerbrook Mall, LLC	Deerbrook Mall, LLC c/o Deerbrook Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Dover Mall, LLC	Dover Mall, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Dulles Town Center Mall	Dulles Town Center Mall, L.L.C. c/o Lerner Corporation 2000 Tower Oaks Boulevard Eighth Floor Rockville, Maryland 20852 Attn: Legal Department
East Mesa Mall, L.L.C.	East Mesa Mall, L.L.C. 6555 East Southern Avenue Mesa, Arizona 85206 Attention: Center Manager
ERG FB Holdings LLC	ERG FB Holdings LLC c/o Endeavor Real Estate Group Re: AAFES-Fort Bragg 500 W 5th Street Suite 700 Austin, Texas 78701
EWH Escondido Associates, L.P.	EWH ESCONDIDO ASSOCIATES, L.P. 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department
Fashion Centre Mall, LLC	Fashion Centre Mall LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Fashion Valley Mall, LLC	FASHION VALLEY MALL, LLC M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Fayette Mall SPE, LLC	CBL & Associates Management, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
First Colony Mall, LLC	First Colony Mall, LLC c/o First Colony Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department

Creditor Name	Service Address
Flatiron Property Holdings, L.L.C.	FlatIron Property Holding LLC 1 West FlatIron Crossing Drive Suite 1083 Broomfield, Colorado 80021-8882 Attention: Center Manager
FMP Stratfort, LLC	General Growth Management Inc. c/o Stratford Square P.O. Box 93277 Chicago, IL 60673
Fox River Shopping Centre, LLC	Fox River Shopping Center, LLC c/o Fox River Mall 350 N. Orleans St. Suite 300 Chicago, IL 60654-1607 Attn: Law/Lease Administration Department
Fox Run Mall, LLC	Fox Run Mall, LLC c/o Morgan Stanley 1585 Broadway - 37th Floor New York, NY 10036 Attn: Andrew Bauman Copy To: Fox Run Mall, LLC c/o Spinoso Management Group, LLC 112 Northern Concourse North Syracuse, NY 12312
Gabrellian Associates	GABRELLIAN ASSOCIATES c/o Gabrellian Associates 95 N. Route 17 South Paramus, New Jersey 07652 Copy To: Gary M. Albrecht, Esq. c/o Cole, Schotz, Meisel, Forman & Leonard, P.A. Court Plaza North 25 Main Street, Hackensack New Jersey 07601
Galleria at Wolfchase, LLC	GALLERIA AT WOLFCHASE, LLC M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438

Creditor Name	Service Address
GGP Staten Island Mall, LLP	GGP Staten Island Mall, LLC c/o Staten Island Mall - Phase 1 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Staten Island Mall - Phase I 2655 Richmond Avenue Staten Island, NY 10314 Attn: General Manager
GGP-GLENBROOK L.L.C	Glenbrook Square c/o GGP-Glenbrook LLC 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
GGP-Tucson Mall L.L.C.	GGP- Tucson Mall L.L.C. c/o Tucson Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Tucson Mall 4500 N Oracle Rd. Tucson, AZ 85705 Attn: General Manager
Golden Brook, LLC	Golden Brook LLC c/o The Pence Group Inc. 1359 Beverly Road, Suite 200 McLean, Virginia 22101
Governor's Square Mall, LLC	GOVERNOR'S SQUARE MALL, LLC c/o Governors Square 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Greenbrier Mall II, LLC	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
Greenwood Park Mall, LLC	Greenwood Park Mall, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Hamilton Place Mall General Partnership	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000

Creditor Name	Service Address
Hawthorn, L.P.	Hawthorn, L.P. 11601 Wilshire Boulevard, 12th Floor Los Angeles, California 90025 Attention: Legal Department
HSC Holdings, LLC	HSC Holdings, LLC c/o Bohannon Development Company Sixty 31st Avenue San Mateo, California 94403-3404
HSG MACON MALL, LLC	HSG Macon Mall, LLC c/o Hull Storey Retail Group, LLC d/b/a Hull Storey Gibson Companies, LLC 1190 Interstate Parkway Augusta, GA 30909 Copy To: Colonial Realty Limited Partnership c/o Colonial Properties Services Limited Partnership Post Office Box 11687 Birmingham, Alabama 35202-1687
JG Winston-Salem, LLC	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
Laurel Rising As Owner, LLC	Laurel Rising AS Owner, LLC c/o Greenberg Gibbons Commercial Corporation 10096 Red Run Boulevard, Suite 100 Owings Mills, MD 21117 ATTN: Brian Gibbons Phone: 410-559 2500 Facsimile: 410-581-2032
Lawrence Associates	LAWRENCE ASSOCIATES c/o Kravco Simon Company 225 West Washington Street, Indianapolis, Indiana 46204
Lincoln Plaza Associates	c/o Kravco Simon Company 234 Mall Boulevard King of Prussia, Pennsylvania 19406 Attention: Legal Department Copy To: Agent at National City Center P.O. Box 7033 Indianapolis, Indiana 46207
Livingston Mall Venture	LIVINGSTON MALL VENTURE M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438

Creditor Name	Service Address
Lynnhaven Mall L.L.C.	<p>Lynnhaven Mall, LLC c/o Lynnhaven Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department</p> <p>Copy To: Lynnhaven Mall 701 Lynnhaven Parkway; Suite 1068 Virginia Beach, VA 23452 Attn: General Manager</p>
Macerich Buenaventura Limited Partnership	<p>Macerich Buenaventura Limited Partnership 3301-1 East Main Street Ventura, California 93003 Attention: Center Manager</p> <p>Copy To: Macerich Santa Monica, LLC c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department</p>
Macerich Cerritos, LLC	<p>Macerich Cerritos, LLC 239 Los Cerritos Center Management Office Cerritos, California 90703 Attention: Center Manager Phone: (866) 811-1095 Email: cerritos_ar@macerich.com</p> <p>Copy To: Macerich Cerritos, LLC c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department</p>

Creditor Name	Service Address
Macerich Deptford LLC	<p>Macerich Deptford LLC 1750 Deptford Center Road Deptford, New Jersey 08096 Attention: Center Manager</p> <p>Copy To: Macerich Deptford LLC c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department</p>
Macerich Fresno Limited Partnership	<p>Macerich Fresno Limited Partnership 4841 North First Street Fresno, California 93726 Attention: Center Manager Phone: (866) 811-1095 Email: fresno_ar@macerich.com</p> <p>Copy To: Macerich Fresno Limited Partnership c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department</p>
Macerich Oaks LP	<p>Macerich Oaks LP Management Office 350 West Hillcrest Drive Thousand Oaks, California 91360 Attention: Center Manager</p> <p>Copy To: Macerich Oaks LP c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department</p>

Creditor Name	Service Address
Macerich Santa Monica, LLC	<p>Macerich Santa Monica, LLC 395 Santa Monica Place Santa Monica, California 90401 Attention: Center Manager</p> <p>Copy To: Macerich Santa Monica, LLC c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department</p>
Macerich Valley River Center LLC	<p>Macerich Valley River Center LLC 293 Valley River Center Eugene, Oregon 97401 Attention: Center Manager</p>
Madison/East Towne, LLC	<p>CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000</p>
Madison/West Towne, LLC	<p>CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000</p>
Mall at Ingram Park, LLC	<p>Mall at Ingram Park LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
Mall at Potomac Mills, LLC	<p>MALL AT POTOMAC MILLS, LLC M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
Mall at Solomon Pond, LLC	<p>Mall at Solomon Pond, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
Mall of Georgia, LLC	<p>MALL OF GEORGIA, L.L.C. c/o M. S. Management Associates, Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>

Creditor Name	Service Address
Mall of Louisiana, LLC	<p>Mall of Louisiana, LLC c/o Mall of Louisiana 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department</p> <p>Copy To: Mall of Louisiana 6401 Bluebonnet Blvd.; Suite 5050 Baton Rouge, LA 51503 Attn: General Manager</p>
Mall-1 Bay Plaza, LLC	<p>MALL 1 - BAYPLAZA, LLC c/o Prestige Properties & Development Co., Inc. 546 Fifth Avenue, 15th Floor New York, New York 10036</p>
Mayflower Cape Cod, LLC	<p>Mayflower Cape Cod, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
Memorial City Mall, LP	<p>Memorial City Mall, LP 820 Gessner, Suite 1800 Houston, Texas 77024 Attn: Legal Department</p> <p>Copy To: Memorial City Mall, LP 303 Memorial City Houston, Texas 77024 Attn: Mall Manager</p>
Milpitas Mills Limited Partnership	<p>Milpitas Mills Limited Partnership c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
MISSION VIEJO ASSOCIATES,L.P.	<p>Mission Viejo Associates, L.P. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
MNH Mall, LLC	<p>MNH Mall, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
Montgomery Mall, LLC	<p>Montgomery Mall LLC 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 900025 Attention: Legal Department</p>
Montgomery Mall LLC	<p>Montgomery Mall LLC 2049 Century Park East, 41st Floor Los Angeles, California 90067 Attention: Legal Department</p>

Creditor Name	Service Address
Natick Mall LLC	<p>Natick Mall, LLC c/o Natick Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department</p> <p>Natick Mall 1245 Worcester St., Suite 1218 Natick, MA 01760 Attn: General Manager</p>
New Westgate Mall LLC	<p>New Westgate Mall LLC c/o New England Development 75 Park Plaza Boston, Massachusetts 02116</p>
Newport Centre, LLC	<p>Newport Centre, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438</p>
NORTH POINT MALL, LLC	<p>North Point Mall, LLC c/o North Point Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department</p> <p>Copy To: North Point Mall 1000 North Point Circle Alpharetta, GA 30022 Attn: General Manager</p>
NorthPark Partners, LP	<p>NorthPark Partners, LP 8080 North Central Expressway, Suite 1100 Dallas, Texas 75206-1807</p>
Northridge Owner, L.P.	<p>Macerich Bristol Associates and Northridge Fashion Center LLC 796 Northridge Mall Salinas, California 93906 Attention: Center Manager</p> <p>Copy To: Macerich Bristol Associates and Northridge Fashion Center LLC c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department</p>

Creditor Name	Service Address
Oak Park Mall, LLC	CBL & Associates Management, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
Oak View Mall L.L.C.	Oak View Mall LLC c/o Oak View Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Oakridge Mall LLC	Oakridge Mall LLC 2049 Century Park East, 41st Floor Los Angeles, California 90067 Attention: Legal Department
Oglethorpe Mall L.L.C.	Oglethorpe Mall LLC c/o Oglethorpe Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Ontario Mills Limited Partnership	ONTARIO MILLS LIMITED PARTNERSHIP M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Orange Park Mall, LLC	Orange Park Mall, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-2428
Orland, L.P.	Orland LP c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Orlando Outlet Owner LLC	ORLANDO INTERNATIONAL PREMIUM OUTLETS, Simon Property Group 225 West Washington Street Indianapolis, Indiana 46204-3438
Orlando Vineland PO, L.P.	Orlando Vineland PO, LP c/o Simon Property Group 225 West Washington Street Indianapolis, Indiana 46204-3438 Attn: Orlando Vineland Premium Outlets
OVIEDO MALL HOLDING, LLC,	Oviedo Mall Holdings, LLC 1700 Oviedo Mall Blvd. Oviedo, FL 32765 Attention: Mall Management Office Phone: 407-977-2401 Fax: 407-977-2420

Creditor Name	Service Address
Paramus Park Shopping Centre Limited Partnership	Paramus Park c/o Paramus Park Shopping Center L.P. 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Paramus Park 700 Paramus Park Paramus, NJ 07652 Attn: General Manager
Park Mall, LLC	Park Mall LLC c/o Park Place 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Parks at Arlington, LLC	Parks at Arlington, LLC c/o The Parks at Arlington 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Peachtree Mall, L.L.C.	Peachtree Mall LLC c/o Peachtree Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Peachtree Mall 3131 Manchester Expressway Columbus, GA 31909 Attn: General Manager
Penn Ross Joint Venture	PENN ROSS JOINT VENTURE c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Penn Square Mall	PENN SQUARE MALL, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438

Creditor Name	Service Address
Perimeter Mall, LLC	Perimeter Mall, LLC c/o Perimeter Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: Perimeter Mall, LLC c/o Perimeter Mall 4400 Ashford Dunwoody Road Atlanta, GA 30346 Attn: General Manager
Pheasant Lane Realty Trust	Pheasant Lane Realty Trust c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Plaza Bonita LLC	Plaza Bonita LLC 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
Plaza Carolina Mall, L.P.	PLAZA CAROLINA MALL, L.P. M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
PPR Washington Square LLC	PPR Washington Square LLC 9585 S.W. Washington Square Road Tigard, Oregon 97223-4450 Attention: Center Manager
PR Plymouth Meeting Limited Partnership	PR Plymouth Meeting Limited Partnership c/o PREIT Services, LLC 200 South Broad Street The Bellevue, Third Floor Philadelphia, PA 19102 Attn: Director, Legal
QUEENS CENTER SPE LLC	Queens Center SPE LLC Management Office 90-15 Queens Boulevard Elmhurst, New York 11373 Attention: Center Manager Copy To: Queens Center SPE LLC c/o Macerich P.O. Box 2172 401 Wilshire Boulevard, Suite 700 Santa Monica, California 90407 Attention: Legal Department

Creditor Name	Service Address
Rockaway Centre Associates	Rockaway Center Associates c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Route 606-Stafford, LLC	ROUTE 606-STAFFORD, LLC c/o The Pence Group, Inc. 1359 Beverly Road, Suite 200 McLean, Virginia 22101
S.F. Centre Limited Partnership	S.F. Centre Limited Partnership 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department
Santa Anita Shoppingtown LP	Santa Anita Shoppingtown LP 2049 Century Park East 41" Floor Los Angeles, California 90067 Attention: Legal Department
SDG Dadeland Associates Inc.	SDG Dadeland Associates, Inc. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
SEC Square Holdings LLC	Security Square Associates Capital Investment Associates Corporation 5454 Wisconsin Avenue, Suite 1265 Chevy Chase, Maryland 20815
SEC SQUARE Holdings, LLC	Capital Investment Associates Corporation 5454 Wisconsin Avenue, Suite 1265 Chevy Chase, Maryland 20815
Servicestar Landmark Properties-Fort Bliss LLC	SERVICESTAR LANDMARK PROPERTIES - FORT BLISS LLC c/o ServiceStar Development Company LLC 5613 DTC Parkway, Suite 800 Greenwood Village, Colorado 80111
Sherman Oaks Fashion Associates, LP	Sherman Oaks Fashion Associates, LP 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
Shoppes at Buckland Hills, LLC	The Shoppes at Buckland Hills c/o Pavilions at Buckland Hills LLC 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department The Shoppes at Buckland Hills 194 Buckland Hills Dr. Suite 2500 Manchester, CT 06040 Attn: General Manager

Creditor Name	Service Address
Simon Property Group, L.P.	SIMON PROPERTY GROUP, L.P. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
SIMON PROPERTY GROUP (TEXAS) L.P.	Simon Property Group (Texas), L.P. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
South County Shoppingtown LLC	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
South Hill Village Associates, LP	South Hills Village Associates, L.P. c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Southern Park Mall, LLC	Southern Park Mall, LLC Attn: General Counsel 180 E. Broad Street Floor 20 Columbus, Ohio 43215
Southpark Mall LLC	SRP Property Management LLC One East Wacker Drive, Suite 3700 Chicago, Illinois 60601 Attention: Lease Coordination
Southridge Limited Partnership	SOUTHRIDGE LIMITED PARTNERSHIP c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
SRM-SPE, LLC	SRM-SPE LLC, d/b/a Santa Rosa Mall c/o Radiant Partners, LLC 145 West 45th Street, 10th Floor New York, New York 10036
SSF SAVANNAH PROPERTIES, LLC	Faison & Associates, Inc. 121 W. Trade Street, Suite 1900 Charlotte, NC 28202 Attn: Retail Leasing
St. Clair Square SPE, LLC	CBL & Associates Management Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000

Creditor Name	Service Address
Stonebriar Mall, LLC	STONEBRIAR CENTRE c/o STONEBRIAR MALL, LLC 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: STONEBRIAR CENTRE 2601 Preston Road Frisco, TX 75034 ATTN: GENERAL MANAGER
TACOMA MALL PARTNERSHIP	Tacoma Mall Partnership c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Tanforan Park Shopping Center LLC	TANFORAN PARK SHOPPING CENTER LLC 3600 Birch Street, Suite 250 Newport Beach, CA 92660 Attn: Senior Vice President - Tanforan
The Mall in Columbia Business Trust, LLC	The Mall in Columbia Business Trust c/o The Mall in Columbia 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
The Retail Property Trust	THE RETAIL PROPERTY TRUST c/o M. S. Management Associates, Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
The Woodlands Mall Associates, LLC	The Woodlands Mall Associates LLC c/o The Woodlands Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Town Center at Aurora, LLC	TOWN CENTER AT AURORA, LLC c/o M.S. Management Associates Inc. 225 West Washington Street Indianapolis, Indiana 46204-3438
Towson TC, LLC	Towson TC, LLC c/o Towson Town Center 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Trumbull Shopping Centre #2, LLC	Trumbull Shopping Center #2 LLC 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department

Creditor Name	Service Address
UTC Venture LLC	UTC Venture LLC, 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department
Valencia Town Center Venture, L.P.	Valencia Town Center Venture, L.P. 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department
Valley Hills Mall, LLC	Valley Hills Mall LLC c/o Valley Hills Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Valley Plaza Mall, LP	Valley Plaza Mall, LP c/o Valley Plaza Mall 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Valley Stream Acres, LLC	Valley Stream Green Acres LLC 2034 Green Acres Mall Valley Stream, New York 11581-1545 Attention: Center Manager
VF Mall LLC	VF Mall LLC 2049 Century Park East, 41st Floor Los Angeles, California 90067 Attention: Legal Department
Visalia Mall, L.P.	Visalia Mall, L.P. c/o VISALIA MALL 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department Copy To: VISALIA MALL 2031 South Mooney Blvd. Visalia, CA 93277 Attn: General Manager
Volusia Mall, LLC	CBL & Associates Management, Inc. CBL Center, Suite 500 2030 Hamilton Place Boulevard Chattanooga, Tennessee 37421-6000
WEA BELDEN LLC	WEA Belden LLC 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department
WEA Great Northern Mall, LLC	WEA Great Northern Mall, LLC 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department

Creditor Name	Service Address
WEA Southcentre LLC	WEA Southcentre LLC 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
Wells Fargo Bank, National Association	Wells Fargo Bank, National Association Wholesale Loan Services – Denver 1700 Lincoln St., 5 th Floor MAC: C7300-059 Denver, CO 80203 Copy To: 1808 Aston Avenue, Suite 250 Carlsbad, California 92008 Attention: Loan Administrator Copy To: Wells Fargo Bank, N.A. Attn: Sula R. Fisman, Esq. Morgan, Lewis & Bockius LLP One Federal Street Boston, MA 02110-1726 Copy To: Wells Fargo Bank, N.A. Attn: Jennifer Feldsher, Esq. Morgan, Lewis & Bockius LLP 101 Park Avenue New York, NY 10178-0060
Westfield Topanga Owner LLC	WESTFIELD TOPANGA OWNER LLC 2049 Century Park East 41st Floor Los Angeles, California 90067 Attention: Legal Department
WESTLAND GARDENSTATE PLAZA LIMITED PARTERSHIP	Westland Garden State Plaza L.P. 2049 Century Park East, 41st Floor Los Angeles, California 90067 Attention: Legal Department
Westland Garden State Plaza Limited Partnership	Westland Garden State Plaza L.P. 11601 Wilshire Boulevard, 12th Floor Los Angeles, California 90025 Attention: Legal Department
WESTLAND SOUTH SHORE MALL, L.P.	Westland South Shore Mall, L.P. 11601 Wilshire Boulevard, 11th Floor Los Angeles, California 90025 Attention: Legal Department

Creditor Name	Service Address
Wheaton Plaza Regional Shopping Centre, LLC	Wheaton Plaza Regional Shopping Center LLP 11601 Wilshire Boulevard, 12th Floor Los Angeles, California 90025 Attention: Legal Department
White Marsh Mall, LLC	White Marsh Mall c/o White Marsh Mall 350 N. Orleans St. Suite 300 Chicago, IL 60654-1607 Attn: Law/Lease Administration Department Copy To: White Marsh Mall 8200 Perry Hall Blvd Baltimore, Maryland 21236 Attn: General Manager
Willowbrook Mall, LLC	Willowbrook Mall, LLC c/o WILLOWBROOK NJ 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Willowbrook Mall (TX), LLC	Willowbrook Mall (TX) LLC c/o Willowbrook Mall (TX) 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Department
Winsum Limited Partnership	The Druker Company 50 Federal Street Boston, Massachusetts 02100 Copy To: Landlord c/o Goulston & Storrs, P.C. 400 Atlantic Avenue Boston, Massachusetts 02110-333 Attn: Druker/Corner
Yorktown Holdings, L.L.C	YTC Mall Owner, LLC 222 North Sepulveda Blvd Suite 2350 El Segundo, CA 90245 Attn: Managing Principal Copy To: YTC Mall Owner, LLC 203 Yorktown Shopping Center Lombard, Illinois 60148 Attn: Mall Management Office

**Chapter 15 Petition
Yatsen Group of Companies Inc.**

**Item 11. Corporate Ownership Statement Pursuant to
Bankruptcy Rules 1007(a)(4) and 7007.1**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

YATSEN GROUP OF COMPANIES INC., *et al*,

Debtors in a Foreign Proceeding.¹

Chapter 15

Case No. 21-____ (____)

(Joint Administration Requested)

**CORPORATE OWNERSHIP STATEMENT
PURSUANT TO FED. R. BANKR. P. 1007(a)(4) AND 7007.1**

Pursuant to Rules 1007(a)(4) and 7007.1 of the Federal Rules of Bankruptcy Procedure, Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the “Monitor”) of the above-captioned debtors (collectively, the “Debtors”) in a proceeding (the “Canadian Proceeding”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, and pending before the Ontario Superior Court of Justice Commercial List, hereby files this Corporate Ownership Statement, and respectfully represents as follows:

¹ The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, follow in parentheses: (i) Yatsen Group of Companies Inc. (2349); (ii) SAR Real Estate Inc. (2023); (iii) HEAP Japanese Food Inc. (5908); (iv) KB Wisconsin Food Inc. (4510); (v) MT Security Square Food Inc. (3037); (vi) SAR Buckland Food Inc. (9797); (vii) SAR Coastland Food Inc. (2349); (viii) SAR Coventry Food Inc. (1230); (ix) SAR Dulles Expo Center Inc. (7199); (x) SAR First Colony Food Inc. (2616); (xi) SAR Glenbrook Food Inc. (0268); (xii) SAR Greenbrier Food Inc. (2387); (xiii) SAR Laurel Food Inc. (2866); (xiv) SAR Lloyd Food Inc. (3866); (xv) SAR Oglethorpe Food Inc. (9549); (xvi) SAR Orange Park Food Inc. (3467); (xvii) SAR Oviedo Food Inc. (9892); (xviii) SAR Park Place Food Inc. (0409); (xix) SAR Plymouth Food Inc. (pending); (xx) SAR Ramsey Food Inc. (1611); (xxi) SAR Santa Rosa Food Inc. (9745); (xxii) SAR Security Square Food Inc. (8008); (xxiii) SAR St. Charles Food Inc. (8325); (xxiv) SAR Stafford Food Inc. (1226); (xxv) SAR Superstition Springs Food Inc. (1883); (xxvi) SAR Tanforan Food Inc. (9106); (xxvii) SAR Valley Plaza Food Inc. (pending); (xxviii) SAR Westgate Massachusetts Food Inc. (9931); (xxix) SAR Willowbrook Food Inc. (8598); (xxx) SJ Arsenal Inc. (5763); (xxxi) SJ Boynton Inc. (pending); (xxxii) SJ Fox Run Inc. (2556); (xxxiii) SJ Lenox Food Inc. (9359); (xxxiv) SJ Macon Food Inc. (2782); (xxxv) SJ Rosspark Food Inc. (9994); (xxxvi) SJ Savannah Food Inc. (1810); (xxxvii) SJ South Hills Food Inc. (pending); (xxxviii) SJ Yorktown Food Inc. (4372). The Debtors’ executive headquarters is located at 7650 Birchmount Road, Markham, Ontario, L3R 6B9, Canada.

1. Edjar Food Group Inc. (“EFG”) directly owns 100% of the shares of Edjar International Inc. (“EII”). EFG is not an applicant in the Canadian Proceeding or a debtor in these chapter 15 proceedings. A table of corporations owning 10% or more of any class of equity of EFG is attached hereto as Exhibit A. No corporation owns, directly or indirectly, 10% or more of any of the entities set forth on Exhibit A.

2. EII directly owns 100% of the shares of Yatsen Group Inc. (“YGI”). EII is not an applicant in the Canadian Proceeding or a debtor in these chapter 15 proceedings.

3. YGI directly owns 100% of the shares of Debtor Yatsen Group of Companies Inc. (“YGC”). YGI is not an applicant in the Canadian Proceeding or a debtor in these chapter 15 proceedings.

4. YGC directly owns 100% of the shares of the remaining Debtors:

- a. SAR Real Estate Inc.
- b. HEAP Japanese Food Inc.
- c. KB Wisconsin Food Inc.
- d. MT Security Square Food Inc.
- e. SAR Buckland Food Inc.
- f. SAR Coastland Food Inc.
- g. SAR Coventry Food Inc.
- h. SAR Dulles Expo Center Inc.
- i. SAR First Colony Food Inc.
- j. SAR Glenbrook Food Inc.
- k. SAR Greenbrier Food Inc.
- l. SAR Laurel Food Inc.

- m. SAR Lloyd Food Inc.
- n. SAR Oglethorpe Food Inc.
- o. SAR Orange Park Food Inc.
- p. SAR Oviedo Food Inc.
- q. SAR Park Place Food Inc.
- r. SAR Plymouth Food Inc.
- s. SAR Ramsey Food Inc.
- t. SAR Santa Rosa Food Inc.
- u. SAR Security Square Food Inc.
- v. SAR St. Charles Food Inc.
- w. SAR Stafford Food Inc.
- x. SAR Superstition Springs Food Inc.
- y. SAR Tanforan Food Inc.
- z. SAR Valley Plaza Food Inc.
- aa. SAR Westgate Massachusetts Food Inc.
- bb. SAR Willowbrook Food Inc.
- cc. SJ Arsenal Inc.
- dd. SJ Boynton Inc.
- ee. SJ Fox Run Inc.
- ff. SJ Lenox Food Inc.
- gg. SJ Macon Food Inc.
- hh. SJ Rosspark Food Inc.
- ii. SJ Savannah Food Inc.

jj. SJ South Hills Food Inc.

kk. SJ Yorktown Food Inc.

Dated: January 25, 2021
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR,
LLP

/s/ Matthew B. Lunn

Michael R. Nestor (No. 3526)

Matthew B. Lunn (No. 4119)

Betsy L. Feldman (No. 6410)

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

Email: mnestor@ycst.com

mlunn@ycst.com

bfeldman@ycst.com

Counsel to the Monitor and Foreign Representative

Exhibit A

Member & Address	Number of Interests	Percentage Interest
2080848 Ontario Inc. 1 Willow Creed Drive Markham, Ontario, Canada L6C 1E7	110,398,750	70%
Jabejo Inc. 37 Pamcrest Drive Toronto, Ontario, Canada M2M 2M2	15,772,250	10%
ACCP Holdings Inc. 11517 Old Park Lane Richmond Hill, Ontario, Canada L4B 2L4	15,772,250	10%