

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

_____	)	
In re:	)	Chapter 11
	)	
GORDMANS STORES, INC., <i>et al.</i> , ¹	)	Case No. 17-80304 (TLS)
	)	
Debtors.	)	(Jointly Administered)
_____	)	

DEBTORS' NOTICE OF FILING OF ASSET PURCHASE AGREEMENT

TO: ALL PARTIES IN INTEREST

PLEASE TAKE NOTICE THAT on March 30, 2017, Gordmans Stores, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed that certain *Notice of Designation of Winning Bid* [Docket No. 265] (the “Notice”) pursuant to the *Order (I) Establishing Bidding Procedures and Granting Related Relief and (ii) Approving the Bid Protections Related to the Disposition of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 159] (the “Bidding Procedures Order”).² The Notice notified parties that, following the conclusion of the Auction, the Debtors determined, in the exercise of their business judgment, that **Specialty Retailers, Inc.** (“SRI”) and the joint venture comprised of **Tiger Capital Group, LLC** and **Great American Group, LLC** is the Successful Bidder.

PLEASE TAKE FURTHER NOTICE THAT attached hereto as **Exhibit A** is a true and

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal tax identification number, include: Gordmans Stores, Inc. (1987); Gordmans, Inc. (1211); Gordmans Management Company, Inc. (5281); Gordmans Distribution Company, Inc. (5421); Gordmans Intermediate Holdings Corp. (9938); and Gordmans LLC (1987). The location of the debtors’ service address is: 1926 South 67th Street, Omaha, Nebraska, 68106.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Order.

correct copy of the fully executed Asset Purchase Agreement dated as of March 31, 2017 (the "APA") among SRI, as purchaser, and the Debtors, as sellers.

Respectfully submitted,

Dated: March 31, 2017

/s/ Lisa M. Peters

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Proposed Co-Counsel to the Debtors and Debtors in Possession

EXHIBIT A

APA

[SEE ATTACHED]

ASSET PURCHASE AGREEMENT

dated as of March 31, 2017

among

SPECIALTY RETAILERS, INC.,

as Purchaser

and

**GORDMANS STORES, INC.,
and the other Sellers identified herein,**

as Sellers

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Exhibits

- Exhibit A - Agency Agreement
- Exhibit B - Form of Sale Order

Schedules

- Schedule 1.1(a) - Acquired Intellectual Property
- Schedule 1.1(b) - Closing Stores
- Schedule 1.1(c) - Designation Rights Stores
- Schedule 1.1(d) - Estimated Cure Costs
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- Schedule 4.6 - Contracts
- Schedule 4.7(a) - Seller-Registered IP
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (including all the Exhibits and the Schedules (each as defined below) hereto, as the same may be amended, supplemented, amended and restated, or otherwise modified from time to time in accordance with its terms, this “Agreement”) is made and entered into as of this 31st day of March, 2017, by and among (i) Specialty Retailers, Inc., a Texas corporation (“Purchaser”), and (ii) Gordmans Stores, Inc., a Delaware corporation, Gordmans Intermediate Holding Corp., a Delaware corporation, Gordmans, Inc., a Delaware corporation, Gordmans Management Company, Inc., a Delaware corporation, Gordmans Distribution Company, Inc., a Kansas corporation, and Gordmans LLC, a North Dakota limited liability company (each, a “Seller”, and collectively, “Sellers”).

WHEREAS, Sellers filed voluntary petitions under Chapter 11 of Title 11 of the United States Code (as amended, the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Nebraska (the “Bankruptcy Court”) on March 13, 2017 (the “Petition Date”);

WHEREAS, on March 22, 2017, the Bankruptcy Court entered an order approving bidding procedures for a sale of all or substantially all of Sellers’ assets (the “Bidding Procedures Order”);

WHEREAS, Sellers, Purchaser, a joint venture consisting of Tiger Capital Group, LLC and Great American Group WF, LLC (such joint venture, the “JV Agent”) and Wells Fargo Bank, National Association (on behalf of itself and certain other lenders), are simultaneously entering into that certain Agency Agreement pursuant to which Sellers are to retain the JV Agent and Purchaser to serve as Sellers’ exclusive agent for the limited purpose of selling or otherwise disposing of certain of Sellers’ assets, a copy of which is attached hereto as Exhibit A (the “Agency Agreement”);

WHEREAS, Sellers and Purchaser are entering into this Agreement in accordance with the terms of the Agency Agreement;

WHEREAS, the parties to this Agreement intend to effectuate the transactions contemplated by this Agreement and the Agency Agreement through a sale pursuant to Section 363 of the Bankruptcy Code;

WHEREAS, Sellers desire to sell to Purchaser the Designation Rights and the Acquired Assets and Purchaser desires to purchase from Sellers the Designation Rights and the Acquired Assets, in each case upon the terms and conditions set forth herein and in the Agency Agreement; and

WHEREAS, the execution and delivery of this Agreement and Sellers’ and the JV Agent’s ability to consummate the transactions set forth herein and in the other Transaction Documents are subject to, *inter alia*, entry of an Order of the Bankruptcy Court approving this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration,

the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions. Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

“Acquired Assets” has the meaning set forth in Section 2.1(c) hereof.

“Acquired FF&E” means any and all “Owned FF&E” (as such term is defined in the Agency Agreement) located in, or otherwise held for sale at, any Designation Rights Store or the Nebraska Distribution Center.

“Acquired Intellectual Property” means all Intellectual Property owned or licensed by any Seller (excluding any licenses of commercially available Software), including Trademark rights in the Names and each Seller’s Intellectual Property listed on Schedule 1.1(a) but excluding any Contract.

“Acquired Inventory” means any and all Inventory located in, or otherwise held for sale at, any Designation Rights Store or the Nebraska Distribution Center.

“Acquired Lease” means any Lease which is assumed and assigned by any of Sellers to Purchaser pursuant to the exercise by Purchaser of the Designation Rights.

“Acquired Property” means any Designation Rights Property which is subject to an Acquired Lease.

“Acquired Property Assets” means, collectively, any and all fixtures, furnishings and equipment, leasehold improvements, IT Assets, Books and Records, cash, deposit and other accounts, receivables and all other tangible and intangible property owned by any Seller (other than any Contract or Lease), in each case, that is located within or at, or used primarily with respect to the operation of, any Acquired Property.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

“Agency Agreement” has the meaning set forth in the Preamble hereto.

“Agreement” has the meaning set forth in the Preamble hereto.

“Allocation” has the meaning set forth in Section 12.1(a) hereof.

“Alternative Transaction” means a sale, transfer or other disposition, directly or indirectly, whether by means of an asset sale, merger, sale of stock or otherwise, and including a plan of reorganization approved by the Bankruptcy Court, of any material portion of the Potential Acquired Assets (including any Potential Assigned Agreement) to a party other than Purchaser, whether in a single transaction or a series of transactions, other than sales of Inventory in the Ordinary Course of Business.

“Assigned Agreements” means (a) the Acquired Leases and (b) solely to the extent expressly designated for assignment to, and assumption by, Purchaser by a Purchaser Assumption Notice delivered to Sellers prior to the expiration of the applicable Designation Rights Period, any Designation Rights Contract, in each case, with respect to which an Order has been entered by the Bankruptcy Court (which may be the Sale Order) authorizing the assumption and assignment of such Lease or Contract.

“Assignment Agreement” has the meaning set forth in Section 2.4(b).

“Assignment and Assumption” has the meaning set forth in Section 10.2(d) hereof.

“Assignment Date” has the meaning set forth in Section 2.4(d).

“Assignment Order” means an Order of the Bankruptcy Court in form and substance (a) acceptable to Purchaser in its sole discretion and (b) reasonably acceptable to Sellers and in respect of a Lease (and any related Potential Acquired Assets) of a Designation Rights Property or a Designation Rights Contract.

“Assumed Obligations” has the meaning set forth in Section 2.7(a) hereof.

“Assumed Permits” means all Permits relating to any Acquired Property (or the operation of the Business therein) that are transferable in accordance with their terms and applicable Law.

“Bankruptcy Code” has the meaning set forth in the Recitals hereto.

“Bankruptcy Court” has the meaning set forth in the Recitals hereto.

“Benefit Plan” means any (a) “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) or (b) other benefit or compensation plan, program, agreement, policy, arrangement or practice of any kind, whether or not subject to ERISA (including any funding mechanism therefor now in effect or required in the future), including any contemplated by this Agreement or otherwise), including any plan, program, agreement, arrangement, policy or practice that is a pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change in control, retention, salary continuation, commission, Tax gross-up or reimbursement, vacation, holiday, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life (including all individual life insurance policies as to which any Seller is the owner, the beneficiary, or both), Code Section 125 “cafeteria” or “flexible” benefit, employee loan, educational assistance or fringe benefit plan, program, agreement, policy, arrangement or practice of any kind, whether written or oral, in each case, that is sponsored, maintained or

contributed to by any Seller, or for which a Seller has any obligation to sponsor, maintain or contribute to, or for which a Seller has any Liability.

“Bidding Procedures Order” has the meaning set forth in the Preamble hereto.

“Books and Records” means, in any format (including written or electronic (and including on hard drives and those located on remote servers, whether operated by Sellers or third party providers)), the books, records (including Inventory records), Tax Returns, information (including cost and pricing information), Marketing Materials, ledgers, files, invoices, documents, work papers, correspondence, lists (including Customer Lists, supplier lists and mailing lists), plans (including business plans), drawings, designs, specifications, creative materials, advertising and promotional materials, studies, reports, catalogs, manuals, data and similar materials, in each case, relating to any Acquired Property (or, in each case, the operation of the Business therein); provided that “Books and Records” shall not include the originals of any Sellers’ minute books, stock books, personnel records pertaining to Employees who do not become Transferred Employees and Tax Returns.

“Business” means the activities carried on by Sellers relating to the operation of a hybrid of specialty, department store and off-price retailers featuring a wide merchandise assortment including apparel and footwear for men, women and children, accessories, fragrances and home fashions.

“Business Day” means each day other than a Saturday, a Sunday or a day on which banking institutions are not required to be open in the State of Nebraska.

“Cash Collateral Order” means any Order in respect of cash collateral usage approved by the Bankruptcy Court, including the interim Order of the Bankruptcy Court dated March 17, 2017.

“Cash Consideration” has the meaning set forth in Section 3.1 hereof.

“Chapter 11 Cases” means the cases to be commenced by Sellers under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

“Claim” has the meaning set forth in Section 101(5) of the Bankruptcy Code.

“Closing” has the meaning set forth in Section 10.1 hereof.

“Closing Date” has the meaning set forth in Section 10.1 hereof.

“Closing Store” means each of Sellers’ retail store locations described on Schedule 1.1(b) attached hereto.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreement” has the meaning set forth in Section 4.8(a) hereof.

“Consent” means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

“Contract” means any agreement, contract, commitment, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, or other binding arrangement, understanding or permission, whether written or oral, to which any Seller is a party and which such Seller is permitted to assign under the Bankruptcy Code and Purchaser to assume, other than any Lease.

“Copyright” means all United States and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all United States copyright registrations and applications for registration and foreign equivalents, all moral rights, all common law copyright rights, all renewals, extensions, restorations and reversions thereof, and all rights to register and obtain any of the foregoing, together with all copyright rights accruing by reason of any international copyright convention.

“Cure Costs” has the meaning set forth in Section 2.6(a) hereof.

“Customer Lists” means any and all lists and databases of current and past customers in the possession of, or under the control of, Sellers, including any and all information relating in any way to the use of such lists and databases, including (a) Personal Information and (b) customer purchase history at a transaction level (including with respect to dollar amounts, dates, and items purchased), but excluding from the foregoing any credit card numbers or other information to the extent transfer of such lists and databases is prohibited by any Data Security Requirements.

“Data Security Requirements” means, collectively, all of the following to the extent relating to privacy, security of data and databases, or security of Personal Information (including related security breach notification requirements): (a) each Seller’s own rules, policies and procedures; (b) all applicable Regulations; and (c) industry standards applicable to the industry in which the Business is conducted (including the Payment Card Industry Data Security Standard).

“Deposit” has the meaning set forth in Section 3.2 hereof.

“Designation Rights” means the exclusive right to select, identify and designate (on one or more occasions), as applicable (a) any Designation Rights Property in respect of which (i) Purchaser will acquire all of Sellers’ right, title and interest in and to the applicable Lease, together with all of Sellers’ right, title and interest in and to the related Potential Acquired Assets or (ii) the applicable Lease shall be rejected and (b) any Designation Rights Contract in respect of which (i) Purchaser will acquire all of Sellers’ right, title and interest in and to such Designation Rights Contract or (ii) such Designation Rights Contract shall be rejected, in each case (a) and (b), all in accordance with the terms and conditions of this Agreement; provided that Purchaser may not exercise the Designation Rights so as to cause the assumption, assignment or rejection of any Designation Rights Contract not exclusively related to the Designation Rights

Properties (without the consent of JV Agent (such consent not to be unreasonably withheld)) (i) prior to the Sale Termination Date with respect to all Closing Stores and the Indiana Distribution Center, to the extent such action would reasonably be expected to materially impair either JV Agent's conduct of liquidation sales at the Closing Stores or the Indiana Distribution Center or Sellers' ability to perform under the Agency Agreement or (ii) to the extent such action would reasonably be expected to materially impair JV Agent's sale of Owned FF&E (as defined in the Agency Agreement) at the Headquarters or Call Center (as defined in the Agency Agreement).

"Designation Rights Asset" means any Designation Rights Contract or Designation Rights Property.

"Designation Rights Contract" means any Contract to which any Seller is a party, other than any Contract exclusively related to any Closing Store or the Indiana Distribution Center (or the operation of the Business therein).

"Designation Rights Period" means, with respect to any Designation Rights Asset, the period commencing upon the Closing and ending on July 31, 2017; provided that the Designation Rights Period with respect to any Lease of a Designation Rights Property or any Designation Rights Contract shall be deemed terminated (i) five (5) business days after the delivery of a Purchaser Rejection Notice or (ii) the occurrence of the Assignment Date with respect thereto.

"Designation Rights Property" means any of the Designation Rights Stores and the Nebraska Distribution Center, each of which is subject to Designation Rights.

"Designation Rights Store" means each of Sellers' retail store locations described on Schedule 1.1(c) attached hereto.

"Disclosure Schedules" has the meaning set forth in Section 4.1 hereof.

"dollar" or "\$" means dollars in the lawful currency of the United States of America.

"Domain Names" means any alphanumeric designation registered with or assigned by a domain name register, registry or domain name registration authority as part of an electronic address on the Internet. For clarity, a Domain Name may also embody a Trademark.

"Electronic Delivery" has the meaning set forth in Section 13.5 hereof.

"Employee" means every officer or employee of any Seller who, as of the Closing Date, is employed by one of the Sellers, including any such employee who is on (a) temporary leave for purposes of jury or military duty, (b) vacation, (c) maternity or paternity leave, leave under the Family Medical Leave Act of 1993, approved personal leave or short term-disability or medical leave or (d) any other employer-approved leave of absence.

"Environmental, Health and Safety Requirements" means, as enacted and in effect on or prior to the Closing Date, all applicable Laws concerning Hazardous Substances, worker health and safety, pollution or the protection of the environment.

“ERISA” means the United States Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any Person that would be considered a single employer with any Seller under Section 4001 of ERISA or Section 414 of the Code.

“Excess Cure Cost” means, with respect to any individual Assigned Agreement, the amount of Cure Costs with respect to such Assigned Agreement as determined by the Bankruptcy Court that exceeds the expected amount of Cure Costs set forth on Schedule 1.1(d) with respect to such Assigned Agreement.

“Excluded Assets” means Sellers’ properties, assets, rights, titles and interests that are not Acquired Assets.

“Excluded Employee Liabilities” means each of the following:

(a) (i) any Seller’s or any of its Affiliates’ obligations to contribute to, make payments with respect to, or provide benefits under any Benefit Plan; (ii) any and all Liabilities of any Seller or its ERISA Affiliates arising out of, relating to, or resulting from any Title IV Plan or Multiemployer Plan, or any Benefit Plan providing for retiree health, welfare or other post-employment benefits; and (iii) any and all Liabilities of any Seller under or in respect of any employee benefit plan pursuant to any statute or regulation that imposes Liability on a “controlled group” or similar basis (as used in Section 4001 of ERISA or Section 414 of the Code or similar Law or Regulation), as a result of a Seller being an ERISA Affiliate (or term of like import) prior to the Closing Date with respect to any other Person;

(b) any and all Liabilities of any Seller or its Affiliates arising out of, relating to, or resulting from the services or termination of services with any Seller or its Affiliates of any Participant, or with respect to any applicant for employment or other prospective Participant, including (i) payments, benefits or entitlements that any Seller or any of its Affiliates owe to any such Participant, including (A) wages, salary, other remuneration, (B) insurance premiums and (C) benefits, insurance premiums, or other payments (statutory or otherwise) under any Benefit Plan; (ii) any and all Liabilities under the WARN Act or any other labor or employment laws arising out of, relating to, or resulting from actions, inactions or practices of any Seller or any of its Affiliates; (iii) any and all Liabilities to the extent arising out of, relating to, or resulting from workers’ compensation Claims and occupational health Claims against any Seller or any of its Affiliates or related to the Acquired Assets (including and with respect to Transferred Employees and former employees of any Seller who worked or who were employed at the Acquired Assets); and (iv) any misclassification prior to Closing of any such Participant as an independent contractor rather than as an employee;

(c) any and all Liabilities arising out of, relating to, or resulting from (i) any employment, severance, retention, termination or similar Contract with any Participant, including any obligation to provide any Tax gross-up or other payment as a result of the imposition of any excise Tax required by Section 4999 of the Code or any Taxes required

by Section 409A of the Code; and (ii) any current, former or negotiated Collective Bargaining Agreement; and

(d) any and all Liabilities arising out of, relating to, or resulting from any lawsuits, grievances, unfair labor practice charges, arbitrations, charges, investigations, hearings, actions, Claims or proceedings (including any administrative investigations, charges, Claims, actions or proceedings) relating to any Liabilities described in clauses (a) through (c) above.

“Exhibits” means the exhibits hereto.

“GAAP” means, at a given time, United States generally accepted accounting principles, consistently applied.

“Governmental Authority” means any United States federal, state or local or any foreign government, governmental regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body, including the Bankruptcy Court.

“Hazardous Substance” means any substance that is listed, defined, designated or classified as hazardous, toxic or otherwise harmful under applicable Laws or is otherwise regulated by a Governmental Authority, including petroleum products and byproducts, asbestos-containing material, polychlorinated biphenyls, lead-containing products and mold.

“Headquarters” means the corporate headquarters of Sellers located at 1926 South 67th Street, Omaha, NE 68106.

“Hire Date” has the meaning set forth in Section 6.5(a) hereto.

“Indiana Distribution Center” means the distribution center of the Business operated at 70 West Commerce Park, County Road 1000 S, Monrovia, Indiana.

“Intellectual Property” means any and all worldwide rights in and to all intellectual property (whether arising under statutory or common law, contract or otherwise), which includes all of the following: (a) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or not patentable; (b) Patents; (c) Trademarks, trade dress, trade names, corporate names, fictitious names, translations of any of the foregoing or other source identifiers or indicia of origin, all applications to register any of the foregoing, together with all goodwill associated with any of the foregoing, and any foreign or international equivalent of any of the foregoing; (d) Domain Names and applications and/or registrations therefor; (e) Trade Secrets and know-how; (f) rights in Customer Lists; (g) rights associated with works of authorship (whether copyrightable or not), including Copyrights, design rights, rights in databases, and website and social media site content; (h) rights in social media accounts; and (i) rights in Software.

“Inventory” means “Merchandise” as such term is defined in the Agency Agreement (including, for the avoidance of doubt, all exceptions thereto contained therein).

“IT Assets” means rights, title and interests of Sellers in and to computers, computer hardware, Software, firmware, middleware, servers, networks, workstations, routers, hubs, circuits, switches, data communications lines, telephones, and all other information technology equipment and all associated documentation, but in all cases excluding any Contract.

“JV Agent” has the meaning set forth in the Preamble hereto.

“Knowledge of Sellers” means the actual knowledge, information and belief of Sellers’ senior executive officers, without inquiry, in their respective capacity as senior executive officers of Sellers only and not in their personal capacity or in any other capacity, and without personal Liability, as of the date of this Agreement.

“Law” means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or decree of any Governmental Authority.

“Lease” or “Leases” means all leases, subleases, licenses, concessions and other similar agreements, including all amendments, extensions, renewals, guarantees and other agreements with respect thereto, in each case pursuant to which any Seller holds any rights or obligations with respect to any Leased Real Property constituting a Designation Rights Property.

“Leased Real Property” means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of Sellers or any of their Affiliates which is used in connection with the Business, including the Headquarters, the Nebraska Distributions Center, the Indiana Distribution Center and each store location.

“Liability” means a Claim of any kind or nature whatsoever (whether known or unknown, direct or indirect, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

“Lien” means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, Liability, security interest, interest, mortgage, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery or Order of any Governmental Authority.

“Marketing Materials” means all marketing materials, marketing research data, sales information, product literature, promotional materials and data, advertising and display materials (including all underlying designs, samples, charts, diagrams, photos and electronic files related to the foregoing) and all training materials, in each case in whatever form or medium (e.g., audio, visual, digital or print) owned by any Seller and related to any Acquired Asset as of the Closing Date.

“Material Adverse Effect” means any event, change, development, circumstance, effect, condition, state of facts or occurrence which has had or would reasonably be expected to have, individually or when considered together with any other events, changes, developments,

circumstances, effects, conditions, states of facts or occurrences, (a) a material adverse effect on or a material adverse change in or to the Acquired Assets, taken as a whole, or (b) a material adverse effect (including a material delay or impairment) on the ability of Sellers to consummate the transactions contemplated by this Agreement on the terms set forth herein and by the other Transaction Documents; provided that no event, change, development, circumstance, effect, condition, state of facts or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) any change in the United States or foreign economies or financial markets in general; (ii) any change that generally affects the businesses in which a Seller operates; (iii) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such earthquakes, hostilities, acts of war, sabotage or terrorism or military actions; (iv) any change in applicable Laws, accounting rules, regulatory conditions or political conditions or any action of any Governmental Authority; (v) any effect resulting from the public announcement of this Agreement or the Chapter 11 Cases; (vi) any effect resulting from (A) the commencement or filing of the Chapter 11 Cases, (B) any Order of the Bankruptcy Court or any actions or omissions of Sellers in compliance therewith or (C) any objections in the Bankruptcy Court to (1) this Agreement or any Transaction Document or the transactions contemplated hereby or thereby, (2) the reorganization of Sellers and any related plan of reorganization or disclosure statement, (3) the assumption or rejection of any Contract; (vii) any effect resulting from Sellers taking actions required by the terms of this Agreement; or (viii) any effects resulting from the failure of Sellers to meet internal or public forecasts, projections, predictions, guidance, estimates, milestones or budgets (it being understood that other than as specifically excluded herein, the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or will be, a Material Adverse Effect), except, in the case of clauses (i), (ii), (iii) and (iv), to the extent the same disproportionately adversely affects the Acquired Assets, taken as a whole, as compared to other similarly situated businesses.

“Multiemployer Plan” means a multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA.

“Names” means “Gordmans” and “Gordmans Stores” with and without design, and any variations of the foregoing, including any confusingly similar trade names, symbols, Trademarks, service marks, logos and trade dress owned or licensable as of immediately prior to the Closing by either Seller or any of their Affiliates engaged in the conduct of the Business.

“Nebraska Distribution Center” means the distribution center of the Business operated at 9202 F Street, Omaha, Douglas County, Nebraska 68127.

“Occupancy Expenses” has the meaning assigned to such term in the Agency Agreement.

“Order” means any decree, order, injunction, rule, judgment, or Consent of or by any Governmental Authority.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Business (including with respect to ordering and purchasing Inventory, and

making capital, sales and marketing expenditures) consistent with past practice. For the avoidance of doubt, the “Ordinary Course of Business” shall not include any extraordinary discounting of Inventory.

“Participant” means any current or former officer, director, employee, leased employee, consultant, independent contractor, volunteer, or “temp” or other individual service provider (or their respective beneficiaries) of a Seller or its Affiliates.

“Patents” means United States and foreign patents, patent applications, patent registrations, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, supplemental examinations, inter partes reviews, post-grant oppositions, substitutions, reissues or renewals, patent disclosures, inventions, discoveries (whether or not patentable or reduced to practice) or improvements thereto and any foreign or international equivalent of any of the foregoing.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Permit” means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption, authorization, plan or similar right issued, granted, given or otherwise obtained from or by any Governmental Authority, under the authority thereof or pursuant to any applicable Law.

“Permitted Liens” means (a) title of a lessor under a capital or operating Lease if such Lease is an Assigned Agreement and (b) non-exclusive licenses of Intellectual Property granted in the Ordinary Course of Business.

“Person” means any corporation, partnership, joint venture, limited liability company, organization, entity, authority or natural person.

“Personal Information” means a natural Person’s name, street address, zip code, telephone number, e-mail address, social security number, driver’s license number, passport number, credit card number, or user or account number, or any other piece of information (a) that, individually or when combined with other information in a Person’s possession or control or otherwise available to the public, allows such Person to specifically identify a natural Person or (b) that is otherwise considered personally identifiable information or personal data protected under any applicable Regulation.

“Petition Date” has the meaning set forth in the Recitals hereto.

“Potential Acquired Assets” means all assets of Sellers of any kind that either (a) constitute Acquired Assets or (b) will become Acquired Assets if the Designation Rights Property to which such assets relate becomes an Acquired Property.

“Potential Assigned Agreement” means all Leases of Designation Rights Properties and Designation Rights Contracts which Purchaser may designate for assignment and assumption pursuant to the terms of this Agreement.

“Pre-Assignment Period” has the meaning set forth in Section 2.7(b) hereof.

“Purchase Price” has the meaning set forth in Section 3.1 hereof.

“Purchaser” has the meaning set forth in the Preamble hereto.

“Purchaser Allocation” has the meaning set forth in Section 12.1(a) hereof.

“Purchaser Assumption Notice” has the meaning set forth in Section 2.4(a) hereof.

“Purchaser Cure Costs” means, with respect to any individual Assigned Agreement, the amount of Cure Costs with respect to such Assigned Agreement as determined by the Bankruptcy Court (or such lesser amount as may be mutually agreed between Purchaser and the counterparty to such Assigned Agreement); provided that, (i) other than with respect to the Potential Assigned Agreements set forth on Schedule 1.1(e), such amount does not exceed the expected amount of Cure Costs set forth on Schedule 1.1(d) with respect to such Assigned Agreement and (ii) if any individual Assigned Agreement does not appear on Schedule 1.1(d) or if the expected amount set forth on Schedule 1.1(d) with respect to any individual Assigned Agreement is listed as “\$ -”, the expected amount set forth on Schedule 1.1(d) with respect to such Assigned Agreement shall be deemed to be \$0.

“Purchaser Financial Advisor” means Barclays Capital Inc.

“Purchaser Rejection Notice” has the meaning set forth in Section 2.5(a) hereof.

“Regulation” means any Law, statute, regulation, ruling, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

“Rejected Contract” has the meaning set forth in Section 2.5(a) hereof.

“Rejected Lease” has the meaning set forth in Section 2.5(a) hereof.

“Rejection Order” means an Order of the Bankruptcy Court in form and substance reasonably acceptable to Sellers and Purchaser, that for any Rejected Lease or Rejected Contract, as applicable, designated as such by Purchaser pursuant to Section 2.5, approves the rejection of such Rejected Lease or Rejected Contract, as applicable, pursuant to Section 365(a) of the Bankruptcy Code.

“Sale Order” means the Order of the Bankruptcy Court, substantially in the form of Exhibit B attached hereto and otherwise reasonably acceptable to each of Purchaser, JV Agent and Sellers.

“Schedules” means the schedules attached hereto (including, without limitation, the Disclosure Schedules).

“Seller” has the meaning set forth in the Preamble hereto.

“Seller-Registered IP” has the meaning set forth in Section 4.7(a) hereof.

“Sellers Allocation” has the meaning set forth in Section 12.1(a) hereof.

“Sellers’ Privacy Policy” has the meaning set forth in Section 4.7(d) hereof.

“Software” means all computer software and programs, including application software, system software and firmware, including all source code and object code versions thereof, in any and all forms and media.

“Tax” means all federal, state, local, county, foreign, and other taxes, assessments or other governmental charges, in each case in the nature of a Tax and imposed by a Governmental Authority, including any interest, penalties or withholdings in respect of the foregoing.

“Tax Return” means any report, return, declaration or claim for refund relating to Taxes, including any schedules or attachments thereto and any amendments thereof, in each case required or permitted to be filed with any Governmental Authority.

“Title IV Plan” means any Benefit Plan subject to Title IV of ERISA.

“Trade Secrets” means trade secrets and other confidential or proprietary information, including confidential or proprietary methods, processes, practices, formulas, designs, assembly procedures, and specifications.

“Trademarks” means United States and foreign trademarks, service marks, designs, logos, brand names, product names, slogans and other indicia of source, including United States and foreign trademark registrations, applications for registration and renewals therefor, and foreign equivalents, all common law rights therein, and all rights to register and obtain renewals and extensions of trademark registrations, together with all goodwill associated with any of the foregoing, and all trademark rights accruing by reason of any international trademark treaty.

“Transaction Documents” means this Agreement, the Agency Agreement and all other agreements, instruments, certificates, and other documents to be entered into or delivered by any party in connection with the transactions contemplated to be consummated pursuant to this Agreement.

“Transfer Taxes” has the meaning set forth in Section 12.2 hereof.

“Transferred Employees” has the meaning set forth in Section 6.5(a) hereof.

“Union” has the meaning set forth in Section 4.8(a) hereof.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, any similar state or local Law or Regulation.

Section 1.2. Rules of Construction. Unless the context otherwise clearly indicates, in this Agreement:

(a) accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an

accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control;

(b) “hereof”, “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement;

(c) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” or “without limitation”;

(d) “may not” is prohibitive and not permissive;

(e) “or” is used in the inclusive sense of “or”;

(f) the singular includes the plural;

(g) references herein to a specific section, subsection, clause, recital, Schedule or Exhibit shall refer, respectively, to sections, subsections, clauses, recitals, Schedules or Exhibits of this Agreement, unless otherwise specified;

(h) all payments made pursuant to this Agreement shall be in United States dollars;

(i) references to any period of days shall be deemed to be the relevant number of calendar days, unless otherwise specified;

(j) if the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day;

(k) with respect to the determination of any period of time, the word “from” or “since” means “from and including” or “since and including”, as applicable, and the words “to” and “until” each means “to and including”; and

(l) references herein to any gender shall include each other gender.

ARTICLE II

PURCHASE AND SALE; DESIGNATION RIGHTS; ASSUMPTION OF CERTAIN LIABILITIES

Section 2.1. Acquisition of Designation Rights; Purchase and Sale of Assets.

(a) Upon the terms and subject to the conditions of this Agreement and the Sale Order, upon the Closing, Sellers shall sell, transfer, assign and convey, or cause to be sold, transferred, assigned and conveyed, to Purchaser, and Purchaser shall purchase from Sellers, the

Designation Rights. For the avoidance of doubt, the sale, transfer, assignment and conveyance of the Designation Rights provided for herein upon the Closing shall not, in and of itself, effectuate a sale, transfer, assignment or conveyance of any Lease of a Designation Rights Property, any Designation Rights Contract or any other Potential Acquired Assets of Sellers to Purchaser, which shall only be effectuated on an Assignment Date. Subject to the terms and conditions of this Agreement, the Sale Order and the requirements of Section 365(b) of the Bankruptcy Code, Purchaser shall have the right to designate itself as the assignee to which any Lease of a Designation Rights Property or Designation Rights Contract is to be assumed and assigned pursuant to the terms of this Agreement. The Designation Rights with respect to each Designation Rights Asset shall terminate upon the expiration of the Designation Rights Period applicable to such Designation Rights Asset.

(b) Subject to the terms and conditions set forth in this Agreement (including the terms and entry of the Sale Order), (i) with respect to the Acquired Inventory, the Acquired Intellectual Property, Acquired FF&E and the related Acquired Assets, each as set forth below, on the Closing Date and (ii) with respect to each Acquired Property, any related Acquired Assets, and any Assigned Agreement, on the applicable Assignment Date, each Seller shall sell, contribute, convey, assign, transfer and deliver, or cause to be sold, contributed, conveyed, assigned, transferred and delivered, to Purchaser, free and clear of all Liens (except for the Assumed Obligations and Permitted Liens), whether arising prior to or subsequent to the Petition Date, and Purchaser shall purchase, acquire and take assignment and delivery of, for the consideration specified in Section 3.1, all of Sellers' rights, titles and interests in, to, and under the Acquired Assets.

(c) The term "Acquired Assets" means solely the following assets:

(i) all of Sellers' rights existing under the Assigned Agreements;

(ii) all Acquired Inventory;

(iii) all of Sellers' rights in and to the Acquired Intellectual Property (including, for the avoidance of doubt, Customer Lists) and all databases, telephone numbers, fax numbers, e-mail addresses, websites, URLs, social media tags and handles, and Domain Names owned or licensed by Sellers, including all rights and remedies related thereto;

(iv) all non-income Tax Books and Records of Sellers that are used or held for use in, or are arising out of, the operation of the Business at the Acquired Properties;

(v) all Books and Records pertaining to personnel files of Transferred Employees, to the extent not prohibited by applicable Law or Regulation;

(vi) all Assumed Permits applicable to the Acquired Properties; and

(vii) without duplication of the above, all Acquired Property Assets.

(d) Nothing herein shall be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets.

Section 2.2. Deemed Consents and Cures. For all purposes of this Agreement (including all representations and warranties of Sellers contained herein), Sellers shall be deemed to have obtained all required Consents in respect of the assignment of any Assigned Agreement if, and to the extent that, pursuant to the Sale Order or other Bankruptcy Court Order, Sellers are authorized to assume and assign to Purchaser such Assigned Agreement pursuant to Section 365 of the Bankruptcy Code and any Cure Cost applicable to such Assigned Agreement has been satisfied by Purchaser on behalf of Sellers, as provided herein.

Section 2.3. Certain of Parties' Respective Obligations Before and During Designation Rights Period.

(a) Sellers' Obligations.

(i) From the date hereof through the end of the Designation Rights Period, at Purchaser's request, and at Purchaser's sole cost and expense, Sellers shall reasonably cooperate with Purchaser to facilitate Purchaser negotiating with applicable counterparties to (A) enter into an amendment of any Potential Assigned Agreement upon assumption of such Potential Assigned Agreement by Purchaser on the applicable Assignment Date (and Sellers shall reasonably cooperate with Purchaser to the extent reasonably requested by Purchaser in negotiations with the landlords or other counterparties thereof) or (B) otherwise amend or modify any Potential Assigned Agreement to facilitate the transfer of all or any portion of the Potential Acquired Assets to Purchaser; provided that such amendments or modifications would not adversely affect any Seller and shall only be effective upon or after the applicable Assignment Date.

(ii) From the date hereof through the end of the Designation Rights Period, at Purchaser's sole cost and expense, Sellers shall make available to Purchaser a data room containing complete copies of all Potential Assigned Agreements as in effect on the date hereof or otherwise during the Designation Rights Period (including, without limitation, all material notices delivered by any Person pursuant thereto or in connection therewith to the extent such notices may relate to any Potential Assigned Agreement during the Designation Rights Period).

(iii) Purchaser and Sellers acknowledge and agree that, during the Designation Rights Period, subject to the terms of the Agency Agreement, (A) Purchaser shall operate the Designation Rights Stores as agent for Sellers and the JV Agent shall operate the Closing Stores as agent for Sellers, in each case, in accordance with the terms of the Agency Agreement and the Sale Order (provided that Purchaser may elect to allow the JV Agent, subject to the consent of the JV Agent in its sole discretion, to operate the Designation Rights Stores on Purchaser's behalf) and (B) Purchaser, acting in its sole discretion, may elect either (1) to conduct liquidation sales at any or all of the Designation Rights Stores in accordance with the terms of the Agency Agreement or (2) to operate the Designation Rights Stores in the Ordinary Course of Business.

(b) Purchaser's Obligations. Purchaser shall pay (or reimburse Sellers) (i) in accordance with the terms of (and subject to the restrictions set forth in) Section 4 of the Agency Agreement, all Expenses (as defined in the Agency Agreement) incurred in connection with the operation of the Designation Rights Stores during the Designation Rights Period and (ii) all Distribution Center Expenses (as defined in the Agency Agreement) incurred in connection with the operation of the Nebraska Distribution Center during the Designation Rights Period. For the avoidance of doubt, Purchaser (as distinguished from the JV Agent) shall not have any obligation to pay any Expenses with respect to any Closing Stores or the Indiana Distribution Center.

Section 2.4. Assumption during Designation Rights Period.

(a) Following Closing, at any time on or prior to the date that is fifteen (15) Business Days prior to the last day of the Designation Rights Period with respect to any Lease of a Designation Rights Property or with respect to any Designation Rights Contract, Purchaser shall have the right, which right may be exercised at any time and from time to time in Purchaser's sole and absolute discretion, to designate such Lease or such Designation Rights Contract, as applicable, for assumption and assignment and shall provide notice to Sellers (each such notice, a "Purchaser Assumption Notice") of Purchaser's election to assume such Lease or such Designation Rights Contract, as applicable, and to require Sellers to assign the same to Purchaser; provided that such designation (and any obligation of Purchaser to consummate any such assumption and assignment) may be conditioned upon any condition identified by Purchaser, acting in its sole discretion, in such Purchaser Assumption Notice or the accompanying Assignment Agreement; provided that (i) Sellers shall not be required to take any actions not otherwise expressly required by the terms of such Lease or such Designation Rights Contract, as applicable, to be assumed and assigned to cause such conditions to be satisfied, (ii) Purchaser shall pay all Purchaser Cure Costs associated with any assumption and assignment of any such Lease or such Designation Rights Contract, as applicable, in accordance with the terms of Section 2.6 and (iii) Purchaser shall be required to provide Purchaser Assumption Notices no later than May 31, 2017 with respect to Leases for at least 50 Designation Rights Stores. Each Purchaser Assumption Notice shall identify the Leases of Designation Rights Properties and the Designation Rights Contracts, as applicable, being assumed and assigned pursuant to the terms of this Agreement.

(b) Within five (5) Business Days following the date upon which Purchaser delivers a Purchaser Assumption Notice to Sellers, together with an assignment agreement with respect to any Lease or any Designation Rights Contract, as applicable, in form and substance reasonably acceptable to Purchaser and Sellers (the "Assignment Agreement"), executed by Purchaser, Sellers shall (i) deliver to Purchaser a fully executed Assignment Agreement and (ii) file with the Bankruptcy Court and serve on the applicable lessor(s), Designation Rights Contract counterparty(ies) and any other appropriate notice parties, as applicable, an assignment notice of such Lease or such Designation Rights Contract, as applicable, in form and substance reasonably acceptable to Purchaser and Sellers, and shall seek entry by the Bankruptcy Court of an Assignment Order in respect of such Lease (and any related Potential Acquired Assets) or such Designation Rights Contract, as applicable, subject to such Purchaser Assumption Notice; provided that in no event shall any Assignment Date be prior to the date on which the Inventory Taking (as defined in the Agency Agreement) with respect to the Designation Rights Property related to such Lease has been completed pursuant to the Agency Agreement.

(c) Upon Purchaser's request, within five (5) Business Days following the entry of an Assignment Order (or, if earlier, not later than the last day of the Designation Rights Period), Sellers shall deliver to Purchaser any instruments reasonably necessary or desirable (in the reasonable judgment of Purchaser) for the due sale, transfer, assignment, conveyance and delivery to Purchaser of any applicable Lease of a Designation Rights Property (and any related Assigned Agreements to such Lease and any other related Acquired Assets) or any Designation Rights Contract, in each case, free and clear of all Liens, other than Permitted Liens, and shall otherwise promptly take (or cause to be taken) all actions (including, without limitation, payment of all Excess Cure Costs in accordance with the terms of this Agreement) reasonably necessary or desirable (in the reasonable judgment of Purchaser) in order to cause such sale, transfer, assignment, conveyance and delivery to become effective.

(d) The effective date of the sale, transfer, assignment, conveyance and delivery by Sellers to Purchaser of any Lease of a Designation Rights Property (and any related Acquired Assets) or any Designation Rights Contract that is subject to an applicable Purchaser Assumption Notice, pursuant to the terms of this Agreement and the applicable Assignment Agreement shall be the "Assignment Date" with respect to such Lease (and any related Acquired Assets) or such Designation Rights Contract, as applicable; provided that, if Purchaser and the landlord of the Designation Rights Property subject to such Lease shall have mutually agreed in writing to an alternate effective date, the Assignment Date with respect to such Lease shall be such alternate effective date.

(e) With respect to any Lease of a Designation Rights Property (and any related Acquired Assets) or any Designation Rights Contract designated in a Purchaser Assumption Notice:

(i) Sellers and Purchaser shall each use commercially reasonable efforts to accomplish, and shall cooperate in good faith with each other in, the resolution of any objections to the proposed assumption and assignment of such Lease (and any related Acquired Assets) or such Designation Rights Contract, as applicable;

(ii) Purchaser shall provide, to the extent not previously provided, evidence (A) of adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code and (B) that Purchaser is a good faith purchaser for purposes of Section 363(m) of the Bankruptcy Code, including, in both cases, through the provision of such financial information and/or the filing of such affidavits or declarations with the Bankruptcy Court as may reasonably be requested by Sellers; and

(iii) Except as expressly provided herein or in the Agency Agreement, Purchaser shall have no Liability or obligations, other than for the payment of Purchaser Cure Costs and certain Expenses (as provided herein or in the Agency Agreement), with respect to any Liabilities, claims, damages or other obligations of any Seller under such Lease or otherwise with respect to the Designation Rights Property subject to such Lease or arising under such Designation Rights Contract (including, in each case, with respect to any related assets sold, transferred, assigned and conveyed together with such Lease or Designation Rights Contract), whether arising before or after the Petition Date; provided that Purchaser shall assume the Assumed Obligations in accordance with the terms of this

Agreement.

(f) Except as otherwise set forth in this ARTICLE II, each Person shall bear their own costs and expenses in respect of obtaining entry of an Assignment Order and otherwise implementing the sale, transfer, assignment, conveyance and delivery of any Lease (and any related Potential Acquired Assets) or any Designation Rights Contract, as applicable, that is subject to an applicable Purchaser Assignment Notice to Purchaser, including, without limitation, the filing and prosecution of any motions or other papers with respect to the same.

Section 2.5. Rejection.

(a) At any time on or prior to the end of the Designation Rights Period with respect to any Lease of a Designation Rights Property or any Designation Rights Contract, Purchaser shall have the right, which right may be exercised at any time and from time to time in Purchaser's sole and absolute discretion, to designate such Lease or such Designation Rights Contract for rejection and provide notice to Sellers (each such notice, a "Purchaser Rejection Notice") of Purchaser's election to require Sellers to reject such Lease (such Lease, a "Rejected Lease") or such Designation Rights Contract (such Designation Rights Contract, a "Rejected Contract") and terminate and surrender such Designation Rights Property to the lessor thereof or terminate such Designation Rights Contract, as applicable. Any Lease of a Designation Rights Property and any Designation Rights Contract that is not subject to a Purchaser Assumption Notice at the end of the Designation Rights Period shall be deemed to be a Rejected Lease or a Rejected Contract, respectively.

(b) Within five (5) Business Days following the date upon which Purchaser delivers a Purchaser Rejection Notice to Sellers, Sellers shall take all reasonable actions (including, without limitation, actions required under Section 365 of the Bankruptcy Code) to seek and obtain a Rejection Order from the Bankruptcy Court in respect of such Rejected Lease or Rejected Contract, as applicable, and, with respect to any Rejected Lease, Purchaser shall vacate the applicable Designation Rights Property and deliver to Sellers the keys to such Designation Rights Property and to leave such Designation Rights Property in "broom clean" condition, ordinary wear and tear excepted, if in the possession of Purchaser, to ensure Sellers' ability to surrender within the aforementioned five (5) Business Day period; provided that in no event shall the effective date of any Rejection Order applicable to a Rejected Lease be prior to the date on which the Inventory Taking with respect to the Designation Rights Property related to such Lease has been completed pursuant to the Agency Agreement. As of the date that is five (5) Business Days after the date of the Purchaser Rejection Notice, Purchaser shall have no further obligation or Liability with respect to the applicable Rejected Lease or the related Designation Rights Property (including any related Potential Acquired Asset), or the applicable Rejected Contract except with respect to obligations and Liabilities with respect to such Rejected Lease and the related Designation Rights Property, arising during the Designation Rights Period, and Sellers shall thereafter be solely responsible for all amounts payable or other obligations or Liabilities that may be owed in connection with such Rejected Lease and the related Designation Rights Property or such Rejected Contract, as applicable.

(c) Each Person shall bear their own costs and expenses in respect of obtaining entry of any Rejection Order, including, without limitation, the filing and prosecution of any motions or other papers with respect to the same.

Section 2.6. Obligations in Respect of Cure Costs.

(a) On March 21, 2017, Sellers filed with the Bankruptcy Court a Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Disposition of Certain of the Debtors' Assets and the Proposed Cure Costs containing a schedule (which is attached as Schedule 1.1(d) hereto) of the estimated amounts required to be paid with respect to certain Potential Assigned Agreements to cure all monetary defaults under such Potential Assigned Agreements to the extent required by Section 365(b) of the Bankruptcy Code and otherwise satisfy all requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amounts of such costs, the "Cure Costs").

(b) On each Assignment Date, pursuant to Section 365 of the Bankruptcy Code, the Sale Order and the applicable Assignment Order, Sellers shall assume and assign to Purchaser the applicable Acquired Lease (and any related Acquired Assets) and any other Assigned Agreements, as applicable, that is subject to an applicable Purchaser Assumption Notice and shall (i) pay all undisputed Excess Cure Costs with respect to such Acquired Lease and Assigned Agreements to the appropriate counterparty and (ii) pay any disputed Excess Cure Costs into a segregated account for later determination by the Bankruptcy Court, each subject to provision of adequate assurance by Purchaser as may be required under Section 365 of the Bankruptcy Code and payment by Purchaser of the Purchaser Cure Costs in respect of such Acquired Lease and Assigned Agreements. Sellers shall be solely responsible for the payment, performance and discharge when due of all Liabilities under or relating to the Acquired Assets with respect to the applicable Acquired Property, including such Acquired Lease and any other Assigned Agreements, arising prior to such Assignment Date (other than such Purchaser Cure Costs and certain Expenses (as provided herein or in the Agency Agreement) and, for the avoidance of doubt, Assumed Obligations).

Section 2.7. Assumption of Assumed Obligations.

(a) Subject to the terms and conditions set forth in this Agreement (including Section 2.3 hereto), at the Closing or the applicable Assignment Date, as applicable, Purchaser shall assume and agree to discharge when due in accordance with their respective terms and subject to the respective conditions thereof the obligations under the Assigned Agreements (including Purchaser Cure Costs) (collectively, the "Assumed Obligations").

(b) Notwithstanding anything in this Agreement to the contrary, Sellers hereby acknowledge and agree that Purchaser is not assuming from Sellers, or in any way responsible for, any other obligations, Claims or Liabilities of Sellers that are not Assumed Obligations, including the Excluded Employee Liabilities (except to the extent constituting Expenses payable by Purchaser pursuant to the terms of the Agency Agreement). For the avoidance of doubt, (i) Purchaser (except to the extent such obligations constitute Purchaser Cure Costs) shall not have any obligations in respect of any portion of any year-end (or other) adjustment (including, without limitation, for royalties, rents, utilities, Taxes, insurance, fees,

any common area or other maintenance charges, promotion funds and percentage rent) arising under any Acquired Lease or other Assigned Agreement for the calendar year in which the applicable Assignment Date occurs attributable to the portion of such calendar year occurring prior to the applicable Assignment Date or for any previous calendar year (the “Pre-Assignment Period”), and Sellers shall fully indemnify and hold harmless Purchaser with respect thereto and (ii) to the extent there is a refund from any landlord in respect of the Pre-Assignment Period, Sellers shall be entitled to such refund.

Section 2.8. Acquired Inventory. The parties shall cause an Inventory Taking to be conducted by the Inventory Taker (each as defined in the Agency Agreement) in accordance with the terms of the Agency Agreement. At the Closing, in accordance with Section 3.1 and the Agency Agreement, Purchaser shall pay the applicable portion of the Cash Consideration to Sellers, which Cash Consideration includes the amount payable with respect to the Acquired Inventory.

ARTICLE III

BASIC TRANSACTION

Section 3.1. Purchase Price. The aggregate purchase price for the sale, contribution, conveyance, assignment, transfer and delivery of the Designation Rights and Sellers’ right, title and interest in, to and under the Acquired Assets by Sellers to Purchaser under the terms of this Agreement (the “Purchase Price”) shall be (a) an amount in cash equal to the applicable portion of the Guaranteed Amount (as defined in the Agency Agreement) to be paid by Purchaser to Sellers in accordance with and subject to the terms of the Agency Agreement, (b) an amount equal in cash equal to the product of (i) the aggregate amount of net sale proceeds paid by JV Agent to Sellers from all sales of Owned FF&E located at the Closing Stores pursuant to Section 7.1 of the Agency Agreement, and (ii) a fraction, (x) the numerator of which is equal to the aggregate gross square footage of all of the Designation Rights Stores and (y) the denominator of which is equal to the aggregate gross square footage of all of the Closing Stores, to be paid by Purchaser to Sellers no later than five (5) days after the Final Reconciliation (as defined in the Agency Agreement) between Sellers and JV Agent pursuant to Section 8.7 of the Agency Agreement (the sum of the amounts set forth in clause (a) and (b), the “Cash Consideration”) and (c) the assumption by Purchaser of the Assumed Obligations in accordance with and subject to the terms of this Agreement. Other than the payment of the applicable Purchaser Cure Costs and the assumption of Assumed Obligations on any subsequent Assignment Date in accordance with the terms of this Agreement or as otherwise expressly provided in this Agreement or the other Transaction Documents, no additional consideration shall be required to be paid by Purchaser to Sellers in connection with any exercise by Purchaser of the Designation Rights or the sale, transfer, assignment, conveyance and delivery to Purchaser of the Acquired Assets at the Closing or any applicable Assignment Date.

Section 3.2. Deposit. Upon the execution hereof, Purchaser has made a deposit in the aggregate amount equal to \$3,500,000 by wire transfer of immediately available funds into an account designated by Sellers pursuant to the Bidding Procedures (the “Deposit”), to be released and delivered (together with all accrued investment income thereon) to Purchaser, or Sellers, as applicable, in accordance with the Bidding Procedures and the Agency Agreement.

Section 3.3. Further Assurances. From time to time after the Closing and without further consideration, (a) Sellers, upon the request of Purchaser, shall execute and deliver such documents and instruments of conveyance and transfer, which are in a form reasonably acceptable to Sellers and Purchaser, as Purchaser may reasonably request in order to consummate the purchase and sale of the Acquired Assets as contemplated hereby and (b) Purchaser, upon the request of Sellers, shall execute and deliver such documents and instruments of contract assumption, which are in a form reasonably acceptable to Sellers and Purchaser, as Sellers may reasonably request in order to confirm Purchaser's Liability for the obligations specifically assumed hereunder. From and after the date hereof until the end of the Designation Rights Period, Sellers, upon the written request of Purchaser, shall provide Purchaser with reasonable access to, and use of, the Headquarters and the Nebraska Distribution Center and any assets therein, and cause the respective employees and representatives of Sellers, to the extent such employees and representatives are still employed or retained by Sellers after the Closing, to cooperate with all reasonable requests of Purchaser, in all cases in order to assist Purchaser to effectively transfer all and any portion of the Acquired Assets to Purchaser (e.g., transferring data files and other information technology files). For clarity, Sellers shall not be responsible for any costs or expenses (including filing fees and attorneys' or other professional fees) associated with recording or perfecting (a) the transfer and assignment of the Acquired Intellectual Property from Sellers to Purchaser or (b) any loan documents evidencing or securing a loan made to Purchaser by Purchaser's lender(s).

Section 3.4. Withholding. Notwithstanding anything to the contrary in this Agreement, Purchaser shall be entitled to deduct and withhold from the amounts otherwise payable pursuant to this Agreement such amounts as Purchaser is required to deduct and withhold under applicable Law. To the extent amounts are so deducted and withheld on payments made by Purchaser, such deducted and withheld amounts (a) shall be remitted to the applicable Governmental Authority and (b) shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. The applicable payor shall provide Sellers with a written notice of such payor's intention to withhold at least five (5) Business Days prior to Closing, and the parties hereto shall reasonably cooperate to reduce or eliminate amounts deducted and withheld from payments made pursuant to this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

Section 4.1. Sellers' Representations and Warranties. Sellers jointly and severally represent and warrant to Purchaser that the statements contained in this ARTICLE IV are correct and complete as of the date of this Agreement, except as expressly set forth in the disclosure schedules delivered by Sellers to Purchaser on the date hereof (the "Disclosure Schedules"). The information disclosed in any numbered part of the Disclosure Schedules is intended to relate to and to qualify the particular representation or warranty set forth in the corresponding numbered section in this Agreement; provided that any event, fact or circumstance disclosed in the Disclosure Schedules shall be deemed to be a disclosure for each other section of this Agreement to the extent it is reasonably apparent from the face of such disclosure that it would also qualify such other section.

Section 4.2. Power and Authority; Validity of Agreement. Subject to entry of the Sale Order or any other necessary authorization of the Bankruptcy Court, each Seller has full power and authority to execute and deliver the Transaction Documents to which it is a party and to consummate the transactions contemplated thereby. No other corporate or organizational proceedings on the part of any Seller are necessary to approve and authorize the execution and delivery of the Transaction Documents to which such Seller is a party and the consummation of the transactions contemplated thereby. All Transaction Documents to which any Seller is a party have been duly executed and delivered by such Seller, except such Transaction Documents that are required by the terms hereof to be executed and delivered by such Seller after the date hereof, in which case such Transaction Documents shall be duly executed and delivered by such Seller at or prior to the Closing, and, subject to any necessary authorization from the Bankruptcy Court and to the due authorization, execution and delivery of such Transaction Documents by the other parties thereto, all such Transaction Documents constitute, or will constitute, as the case may be, the valid and binding agreements of such Seller, enforceable against such Seller in accordance with their terms.

Section 4.3. Organization and Standing. Each Seller is a corporation or other entity duly organized, validly existing and in good standing under the Laws of the state of its formation and, except where the failure to obtain such qualification would not reasonably be expected to have a Material Adverse Effect, has full power and authority to own, lease and operate its properties and assets and to conduct its business in every jurisdiction as presently conducted.

Section 4.4. No Conflicts or Violations. Subject to any necessary authorization of the Bankruptcy Court, and except to the extent any of the following is not enforceable due to operation of the Sale Order, the execution, delivery and performance of the Transaction Documents to which any Seller is a party and the consummation of the transactions contemplated thereby by such Seller do not and shall not (a) require any authorization, Consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority or (b) (i) conflict with or result in any breach of any of the terms, conditions or provisions of, (ii) constitute a default under or (iii) result in a violation of the provisions of the articles of formation, the limited liability company agreement or other constitutive documents of Sellers.

Section 4.5. Title to Assets.

(a) Sellers have title to, or a leasehold interest in or all rights to use, the Potential Acquired Assets.

(b) Subject to entry of the Sale Order, (i) Sellers have the power and the right to sell, assign and transfer the Potential Acquired Assets and (ii) upon the Closing or the applicable Assignment Date, as applicable, Sellers will sell and deliver to Purchaser, and Purchaser will acquire, title to or rights in the applicable Acquired Assets, free and clear of all Liens (except for the Assumed Obligations and Permitted Liens).

Section 4.6. Contracts. Schedule 4.6 includes an accurate list of the material Contracts as of the date hereof to which a Seller is a party that are necessary to operate the

Business as presently conducted by Sellers (other than (i) any Contracts exclusively related to any Closing Store or the Indiana Distribution Center and (ii) the Leases set forth on Schedule 4.10(b)), and Sellers have made available, or within five (5) days after the date hereof shall make available, true and complete copies of all such Contracts, including all amendments thereto, set forth on Schedule 4.6.

Section 4.7. Intellectual Property.

(a) Schedule 4.7(a) sets forth an accurate list of all United States and foreign (i) issued Patents and pending applications for Patents, (ii) registered Trademarks and pending applications for Trademarks, (iii) material registered Copyrights, (iv) Domain Names and (v) social media accounts, in each case which is owned by, or registered in the name of, a Seller (collectively, the “Seller-Registered IP”) (indicating for each, as applicable, the owner(s), jurisdiction and, as applicable, the application or registration number and date of filing). Except as set forth on Schedule 4.7(a), Sellers are the sole and exclusive owners (or registered users, as applicable) of all right, title and interest in all of the Seller-Registered IP that constitutes Intellectual Property related to any Potential Assigned Agreement.

(b) Sellers have taken commercially reasonable measures to (i) protect the confidentiality of the material Trade Secrets and Customer Lists of Sellers and (ii) prevent the unauthorized use, disclosure, loss, processing, transmission or destruction of or access to any such information.

(c) Each Seller has, at all times since January 1, 2015, operated and conducted its business in material compliance with all Data Security Requirements.

(d) Each Seller has adopted or is otherwise subject to a written privacy policy (the “Sellers’ Privacy Policy”) with respect to protection of the confidentiality of Personal Information collected from customers of each such Seller. The transfer of such Personal Information to Purchaser pursuant to the terms of this Agreement is consistent with, and will not violate, Sellers’ Privacy Policy as currently in effect and applicable Law.

Section 4.8. Labor Matters.

(a) None of Sellers are party to or subject to any collective bargaining agreements, works council agreements, labor union contracts, trade union agreements and other similar agreements (each, a “Collective Bargaining Agreement”) with any union, works council, or labor organization (each, a “Union”, and collectively “Unions”).

(b) To the Knowledge of Sellers, in the past three (3) years, (i) no Union or group of employees (or former employees) of any Seller has organized any employees for purposes of collective bargaining, sought to bargain collectively with any of Sellers, made a demand for recognition or certification as an employee representative for purposes of collective bargaining or filed a petition for recognition with any Governmental Authority; (ii) as of this date, no Collective Bargaining Agreement is being negotiated by any of Sellers; and (iii) in the past three (3) years, there have been no material strikes, lockouts, slowdowns, work stoppages, boycotts, handbilling, picketing, walkouts, demonstrations, leafleting, sit-ins, sick-outs or other material forms of organized labor disruption with respect to any of Sellers.

(c) Within the past three (3) years, Sellers have not failed to provide advance notice of layoffs or terminations as required by, or incurred any material Liability under the WARN Act. Except as (i) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) pursuant to procedures established in connection with the Chapter 11 Cases: (A) within the past three (3) years, Sellers have been in compliance with all applicable Laws and Regulations relating to labor and employment, including all Laws and Regulations relating to employment practices; (B) there are no pending, or to the Knowledge of Sellers, threatened, lawsuits, grievances, unfair labor practice charges, arbitrations, charges, investigations, hearings, actions, Claims or proceedings (including any administrative investigations, charges, Claims, actions or proceedings), against Sellers or their Affiliates alleging violation of any labor or employment Law or Regulation or breach of any Collective Bargaining Agreement; and (C) each employee of each Seller has all work permits, immigration permits, visas or other authorizations required by any applicable Law or Regulation for such employee given the duties and nature of such employee's employment.

Section 4.9. Employee Benefits.

(a) No Benefit Plan: (i) is, or has been within the past six (6) years, a Title IV Plan or subject to Section 412 of the Code; (ii) is maintained by more than one employer within the meaning of Section 413(c) of the Code; (iii) is subject to Sections 4063 or 4064 of ERISA; (iv) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; or (v) an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code. No Seller has terminated any Title IV Plan within the last six (6) years or incurred any outstanding Liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA.

(b) None of the Sellers or any of their respective ERISA Affiliates contributes to, or is obligated to contribute to or has any Liability with respect to any Multiemployer Plan, including any Liability due to a "complete withdrawal" or a "partial withdrawal" as defined in Sections 4203 and 4205 of ERISA.

(c) No Seller or any organization to which such Seller is a successor or parent corporation, within the meaning of Section 4069(b) of ERISA, has engaged in any transaction described in Sections 4069 or 4212(c) of ERISA.

(d) Except for any payment that is otherwise excused as a result of the Chapter 11 Cases, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) result in any payment becoming due and payable, or increase the amount of any compensation due and payable, or accelerate the time of payment or vesting of any compensation or benefits provided, to any Participant.

(e) Except in connection with the Chapter 11 Cases, Sellers have no plan, contract or commitment, whether legally binding or not, to create any new employee benefit or compensation plans, policies or arrangements for any Transferred Employee.

Section 4.10. Real Property.

- (a) Sellers do not own any real property.
- (b) Schedule 4.10(b) sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property.
- (c) Sellers have all material Permits required in connection with the operation of all each Designation Rights Property.
- (d) Each Designation Rights Property is supplied with utilities and other services necessary for the operation of said properties.

Section 4.11. Brokers. Other than Duff & Phelps, no Seller has incurred any Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby and in the other Transaction Documents.

Section 4.12. Environmental, Health and Safety Matters.

- (a) To the Knowledge of Sellers, each Seller is in compliance with all applicable Environmental, Health and Safety Requirements with respect to the Business and the Leased Real Property, except in any such case where the failure to be in compliance would not have a Material Adverse Effect, and there are no Liabilities under any Environmental, Health and Safety Requirements with respect to the Business which would have a Material Adverse Effect.
- (b) To the Knowledge of Sellers, there has been no release, threatened release, contamination or disposal of Hazardous Substances at any Leased Real Property, or waste generated by any Seller or any legally responsible predecessor corporation thereof, that has given or could reasonably be expected to give rise to any Liability under any Environmental, Health and Safety Requirement that would have a Material Adverse Effect.

Section 4.13. No Other Representations or Warranties.

(a) Except for the representations and warranties contained in this ARTICLE IV, Purchaser acknowledges and agrees that no Seller nor any other Person (including Sellers) on behalf of any Seller makes, and Purchaser is not relying on, any other express or implied representation or warranty with respect to Sellers (including representations and warranties as to the condition of the Acquired Assets or the Business) or with respect to any other information provided to Purchaser. No Seller nor any other Person will have or be subject to any Liability or indemnification obligation to Purchaser or any other Person resulting from the distribution to Purchaser, or use by Purchaser of, and Purchaser is not relying on, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser in certain “data rooms”, confidential information memoranda or management presentations in expectation of the transactions contemplated by this Agreement.

(b) In connection with the investigation by Purchaser, Purchaser has received or may receive from Sellers or Persons (including Sellers and Sellers’ other representatives) on

behalf of Sellers certain projections, forward-looking statements and other forecasts and certain business plan information. Purchaser acknowledges and agrees that (i) there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, (ii) Purchaser is familiar with such uncertainties, (iii) Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans) and (iv) Purchaser shall have no claim against any Person (including Sellers) with respect thereto. Accordingly, Purchaser acknowledges and agrees that no Seller and no Person (including Sellers) on behalf of Sellers makes, and Purchaser is not relying on, any representation or warranty with respect to such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows as of the date of this Agreement:

Section 5.1. Power and Authority; Validity of Agreement. Purchaser has full power and authority to execute and deliver the Transaction Documents to which it is a party and to consummate the transactions contemplated thereby. No other corporate or organizational proceedings on the part of Purchaser are necessary to approve and authorize the execution and delivery of the Transaction Documents to which Purchaser is a party and the consummation of the transactions contemplated thereby. All Transaction Documents to which Purchaser is a party have been duly executed and delivered by Purchaser, except such Transaction Documents that are required by the terms hereof to be executed and delivered by Purchaser after the date hereof, in which case such Transaction Documents shall be duly executed and delivered by Purchaser at or prior to the Closing, and, subject to any necessary authorization from the Bankruptcy Court and to the due authorization, execution and delivery of such Transaction Documents by the other parties thereto, all such Transaction Documents constitute, or will constitute, as the case may be, the valid and binding agreements of Purchaser, enforceable against Purchaser in accordance with their terms.

Section 5.2. Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Texas.

Section 5.3. No Conflicts or Violations. Subject to any necessary authorization of the Bankruptcy Court, and except to the extent any of the following is not enforceable due to operation of the Sale Order, the execution, delivery and performance of the Transaction Documents to which Purchaser is a party and the consummation of the transactions contemplated thereby by Purchaser do not and shall not (a) require any authorization, Consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority or (b) (i) conflict with or result in any breach of any of the terms, conditions or provisions of, (ii) constitute a default under or (iii) result in a violation of (A) the provisions of the articles of incorporation, by-laws or other constitutive documents of Purchaser or (B) any material indenture, mortgage, lease, loan agreement or other material agreement or

instrument to which Purchaser is bound or affected or any Law, statute, rule, Regulation or Order to which Purchaser is subject, except in clause (B), as would not reasonably be expected to have a material adverse effect (including a material delay or impairment) on Purchaser's ability to consummate the transactions contemplated hereby and by the other Transaction Documents.

Section 5.4. Brokers. Purchaser has incurred no Liability to any broker, finder or agent (other than Purchaser Financial Advisor) with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby and in the other Transaction Documents.

Section 5.5. Purchaser's Acknowledgment. Purchaser is not aware of any facts or circumstances, which (with or without notice or lapse of time or both) would cause any representations or warranties of any Seller to be untrue or incorrect in any respect.

Section 5.6. Acquired Assets "AS IS", Purchaser's Acknowledgment Regarding Same. Purchaser agrees, warrants and represents that, except as set forth in this Agreement, (a) Purchaser is purchasing the Acquired Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on Purchaser's own investigation of the Acquired Assets and (b) none of the Sellers, nor any broker, agent, officer, employee, servant, attorney or representative of Sellers has made, and Purchaser is not relying on, any warranties, representations or guarantees, express, implied or statutory, written or oral, with respect to the Acquired Assets or the Business or any part of the Acquired Assets, the Business or the physical condition of the Acquired Assets. Purchaser further acknowledges and agrees that the Purchase Price has been agreed upon by Sellers and Purchaser after good-faith, arms-length negotiation in light of Purchaser's agreement to purchase the Acquired Assets "AS IS" and "WITH ALL FAULTS". Purchaser agrees, warrants, and represents that, except as set forth in this Agreement, Purchaser has relied, and shall rely, solely upon Purchaser's own investigation of all such matters and that Purchaser assumes all risks with respect thereto. EXCEPT AS SET FORTH IN THIS AGREEMENT, NO PERSON (INCLUDING SELLERS) ON BEHALF OF ANY SELLER MAKES, AND PURCHASER IS NOT RELYING ON, ANY EXPRESS WARRANTY, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY, ANY FIXTURES OR THE ACQUIRED ASSETS OR THE BUSINESS.

Section 5.7. Financial Capability. Purchaser (a) has, as of the date of this Agreement, and will have at Closing, sufficient cash funds or cash financing available to pay the Cash Consideration and any expenses incurred or payable by Purchaser in connection with the transactions contemplated by this Agreement and the Transaction Documents, (b) has, as of the date of this Agreement, and will have at Closing, the resources and capabilities (financial and otherwise) to perform Purchaser's obligations hereunder and to consummate the transactions contemplated by this Agreement and the Transaction Documents and (c) has not incurred any obligation, commitment, restriction or Liability of any kind, that would impair or adversely affect such resources and capabilities.

Section 5.8. Privacy. Purchaser has adopted a written privacy policy with respect to protection of the confidentiality of Personal Information regarding the customers and employees of Purchaser, and such policy complies with all applicable Laws.

ARTICLE VI

COVENANTS OF SELLERS; OTHER AGREEMENTS BY BOTH PARTIES

Section 6.1. Consents and Approvals; Access.

(a) Each of the parties hereto shall use commercially reasonable efforts to obtain any authorizations, Consents and approvals of any Governmental Authority in connection with the matters contemplated by this Agreement and the other Transaction Documents.

(b) From the date of this Agreement until the end of the Designation Rights Period or earlier termination of this Agreement, each Seller shall provide, and shall cause its employees and representatives to provide, during regular business hours and upon reasonable notice (to the extent such employees and representatives are still employed or retained by Sellers at such time), all reasonable cooperation in connection with the following, to the extent and only to the extent related to the Potential Acquired Assets (including, for the purposes of this Section 6.1, any Potential Assigned Agreement) and the consummation of the transactions contemplated hereby: (i) knowledge transfer from the employees and representatives of Sellers to Purchaser and its employees and representatives that is reasonably requested to expedite and implement the successful transfer of the Potential Acquired Assets; (ii) providing copies of documentation (such as training manuals and procedures) needed to use or exploit the Potential Acquired Assets; and (iii) coordinating with Purchaser's selected vendors to communicate any information that is required by such vendors to support any necessary requirements for new systems to operate the Potential Acquired Assets after the Closing or the applicable Assignment Date, as applicable. For clarity, Sellers shall not be responsible for any costs or expenses (including filing fees and attorneys' or other professional fees) associated with recording or perfecting the transfer and assignment of the Acquired Intellectual Property from Sellers to Purchaser.

(c) From the date of this Agreement until the end of the Designation Rights Period or earlier termination of this Agreement, each Seller shall use commercially reasonable efforts to remain in material compliance with Sellers' Privacy Policy and shall reasonably cooperate with Purchaser to ensure that the transfer of all Personal Information to Purchaser in connection with the transactions contemplated hereby will be consistent with Sellers' Privacy Policy and permitted under the Bankruptcy Code and any other applicable Law.

Section 6.2. Further Assurances.

(a) Sellers will use commercially reasonable efforts to timely obtain any Consent required for the consummation of the transactions contemplated by this Agreement as soon as practicable; provided that nothing herein shall require Sellers to make any payments to obtain any Consents.

(b) Sellers and Purchaser shall execute such documents, which are in a form reasonably acceptable to Sellers and the Purchaser, and use commercially reasonable efforts to

take or cause to be taken all action and do or cause to be done all things necessary or proper to consummate the transactions contemplated by this Agreement and the other Transaction Documents (including to address matters related to the conveyance of any Customer List identified by the Sale Order). Sellers and Purchaser shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions set forth in ARTICLE VIII and ARTICLE IX, respectively, of this Agreement; provided that nothing herein shall require Sellers to incur any costs or expenses or make any payments to cure any breaches of the representations and warranties set forth in ARTICLE IV.

(c) Without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), from the date hereof until the end of the Designation Rights Period or earlier termination of this Agreement, none of the Sellers shall: (i) sell, assign, transfer, convey, pledge, mortgage, lease, license or otherwise dispose of or encumber any of the Potential Acquired Assets (including, prior to the end of the Designation Rights Period, any Potential Assigned Agreement) or any interests therein, other than the sale of Inventory in the Ordinary Course of Business; (ii) grant any licenses or other rights to or under any Acquired Intellectual Property (including, for purposes of this Section 6.2(c), any Intellectual Property related to any Potential Assigned Agreement) other than in the Ordinary Course of Business or pursuant to the terms of the Agency Agreement or abandon, permit to lapse or otherwise dispose of any such Intellectual Property except for such Intellectual Property that is not, in Sellers' reasonable business judgment, material to the Business; or (iii) amend, modify, terminate, permit to lapse or otherwise waive any rights under any Potential Assigned Agreement.

Section 6.3. Bankruptcy Actions.

(a) Sellers shall provide appropriate notice of any applicable hearings, as is required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, to all Persons entitled to notice. Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted to Purchaser prior to their filing with the Bankruptcy Court for Purchaser's review.

(b) Sellers shall use their reasonable best efforts to file and have entered the Sale Order on or before April 6, 2017.

(c) The parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Sale Order, including, with respect to Sellers, sharing in advance any drafts thereof for Purchaser's review and comment. Each Seller shall promptly provide Purchaser and its counsel with copies of all notices, filings and Orders of the Bankruptcy Court that such Seller has in its possession (or receives) pertaining to any Order related to any of the Transactions. No Seller shall seek any modification to the Bidding Procedures Order or the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Chapter 11 Cases have been appealed, in each case, without the prior written consent of Purchaser (not to be unreasonably withheld).

(d) If the Sale Order, or any other Orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order and the Sale Order, or other such Order), subject to rights otherwise arising from this Agreement, Sellers shall use reasonable best efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

(e) Notwithstanding anything expressed or implied herein to the contrary, other than in the Ordinary Course of Business, Sellers shall not consent or agree to the allowance of any Claim to the extent it would constitute an Assumed Obligation without the prior written consent of Purchaser. Each Seller shall use reasonable best efforts to cause the Sale Order to provide that Purchaser will have standing in the Chapter 11 Cases to object to the amount of any Claim to the extent it would constitute an Assumed Obligation and that the Bankruptcy Court will retain the right to hear and determine such objections.

(f) Sellers shall cause any plan of reorganization or liquidation approved in the Chapter 11 Cases to permit assumption and rejection of Sellers' executory Contracts and unexpired Leases of real property through the end of the Designation Rights Period.

Section 6.4. Conduct of the Business.

(a) Sellers and Purchaser acknowledge and agree that Purchaser will act as Sellers' exclusive agent for the purposes of conducting sales in the ordinary course of business in the Designation Rights Stores pursuant to the terms of the Agency Agreement; provided that, for the avoidance of doubt, except (i) as may be required by the terms of this Agreement, (ii) as may be required, authorized or restricted pursuant to the Bankruptcy Code, pursuant to an Order of the Bankruptcy Court upon motion by Sellers with Purchaser's consent (which consent shall not be unreasonably withheld, conditioned or delayed) or pursuant to the terms of any Cash Collateral Order or (iii) as otherwise agreed to in writing by Purchaser (including, without limitation, pursuant to the Agency Agreement), from the date hereof until the end of the Designation Rights Period, Sellers shall not undertake or permit (x) any extraordinary discounting of Inventory or (y) any other material change to the use, occupancy, maintenance and operation (including hours of operation) of the Designation Rights Properties.

(b) Without limiting (i) the generality of the foregoing or (ii) the obligations of the JV Agent or Purchaser under the Agency Agreement, Sellers shall pay when due any and all, and shall perform all maintenance and other obligations encompassed by, Occupancy Expenses and Distribution Center Expenses, as applicable, with respect to each Designation Rights Property and the related Lease solely to the extent arising during the period commencing on the Petition Date through the end of the Designation Rights Period at such times, to such extent or standard, and in such amounts as are required under the terms of the applicable Lease and any other applicable agreement pertaining to such Designation Rights Property or Lease; provided that Sellers shall be entitled to reimbursement for such Occupancy Expenses from the Purchaser and the JV Agent as and to the extent provided in Section 4 of the Agency Agreement and Section 2.3(b) hereof. Sellers shall not pay any amount due from Sellers pursuant to any provision of this Agreement using any security deposit associated with any Designation Rights

Asset, Lease or other related Potential Assigned Agreement. For the avoidance of doubt, no such post-Petition Date obligations in respect of Leases or any other Potential Assigned Agreements shall be considered Cure Costs under this Agreement.

Section 6.5. Employee Matters.

(a) Purchaser shall determine which Employees, if any, to offer employment to, in its sole discretion, and shall thereafter promptly notify Sellers in writing of such determination. Only Employees who are offered and accept such offers of employment with Purchaser based on the initial terms and conditions set by Purchaser and then actually commence employment with Purchaser will become “Transferred Employees” as of the applicable Assignment Date or such other date after the Assignment Date but prior to the end of the Designation Rights Period as may be determined by Purchaser (such date, the “Hire Date”). Sellers shall terminate, or shall cause to be terminated, on the applicable Hire Date, the employment of such Employees who are offered and accept offers of employment with Purchaser as of such Hire Date pursuant to this Section 6.5(a). Notwithstanding the foregoing, nothing herein will impose on Purchaser any obligation to retain any Transferred Employee in its employment for any amount of time or on any terms and conditions of employment after the applicable Hire Date. The employment of each such Transferred Employee with Purchaser (including any Transferred Employee who may be on leave of absence) will commence on the applicable Hire Date. Purchaser shall not be obligated to provide any severance, separation pay, or other payments or benefits, including any key employee retention payments, to any Employee on account of any termination of such Employee’s employment on the applicable Hire Date or in connection with any offer of employment from Purchaser, and such benefits (if any) shall remain obligations of Sellers.

(b) From and after the date hereof, Sellers shall provide Purchaser, its Affiliates, and their representatives with reasonable access to the Employees and with information, including employee records and Benefit Plan data, reasonably requested by Purchaser and such Affiliates, except as otherwise prohibited by applicable Law or Regulation.

(c) For purposes of payroll Taxes with respect to the Transferred Employees, Sellers shall treat the transactions contemplated by this Agreement, as a transaction described in Treasury Regulation Sections 31.3121(a)(1)-1(b)(2) and 31.3306(b)(1)-(b)(2); and as such, Sellers and Purchaser shall report on a basis as set forth under the “Standard Procedure” provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 320.

(d) With respect to Transferred Employees, Purchaser will have full responsibility under the WARN Act relating to any act or omission of Purchaser after the applicable Hire Date. With respect to the Employees, Sellers will have full responsibility under the WARN Act relating to any act or omission of Sellers prior to and on the applicable Hire Date. Sellers shall be responsible for all other WARN Act Liabilities relating to the periods prior to and on the applicable Hire Date, including any such Liabilities that result from Employees’ separation of employment from Sellers and/or Employees not becoming Transferred Employees pursuant to this Section 6.5. Sellers have issued prior to the date of this Agreement, all WARN Act notices to the applicable Employees and all other parties required to receive notice under the WARN Act.

(e) For the avoidance of doubt and without limiting the generality of Section 2.1(d), Purchaser will not assume or be liable for any Excluded Employee Liabilities (except to the extent constituting Expenses payable by Purchaser pursuant to the terms of the Agency Agreement). Purchaser does not accept or assume any Collective Bargaining Agreements to which any Seller is a party to or subject to, and expressly declines to be bound by or accept the terms of any such Collective Bargaining Agreements. Purchaser shall not be obligated to, and does not, accept or adopt any wage rates, employee benefits, employee policies, or any other terms and conditions of employment.

(f) All provisions contained in this Agreement with respect to employee benefit plans or compensation of Transferred Employees are included for the sole benefit of the respective parties hereto. Nothing contained herein: (i) shall confer upon any former, current or future employee of Sellers or Purchaser, or any other Participant, or any legal representative or beneficiary thereof any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period; (ii) shall cause the employment status of any former, present or future employee to be other than terminable at will; or (iii) shall confer any third party beneficiary rights upon any Transferred Employee or any dependent or beneficiary thereof or any heirs or assigns thereof. This Agreement is not intended to and shall not be construed to amend, modify or terminate any employee benefit plan (including, without limitation, as such term is defined under Section 3(3) of ERISA), program or arrangement.

Section 6.6. No Successor Liability. The parties intend that, except as included in the Assumed Obligations, upon the Closing, Purchaser shall not be deemed to: (a) be the successor of or successor employer to Sellers, including with respect to COBRA, any Collective Bargaining Agreements, any Benefit Plans (including with respect to any withdrawal Liability) and any common law successor Liability; (b) have, *de facto*, or otherwise, merged with or into Sellers; (c) be a mere continuation or substantial continuation of Sellers or the enterprise(s) of Sellers; or (d) be liable for any acts or omissions of Sellers in the conduct of the Business or arising under or related to the Acquired Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the parties intend that Purchaser shall not be liable for any Liens (other than Assumed Obligations and Permitted Liens) against any Seller or any of its predecessors or Affiliates, and that Purchaser have no successor or vicarious Liability of any kind or character whether known or unknown as of the Closing Date or whether fixed or contingent, existing or hereafter arising, with respect to the Business, the Acquired Assets or any Liabilities of any Seller arising prior to the Closing Date. The parties agree that the provisions substantially in the form of this Section 6.6 shall be reflected in the Sale Order.

Section 6.7. Name Changes. No later than twenty (20) Business Days following the Closing Date, each Seller shall: (a) change its corporate name to a name which does not use the name “Gordmans Stores”, “Gordmans” or any other name that incorporates any of the foregoing or is otherwise confusingly similar to the foregoing in any manner whatsoever; and (b) use its reasonable best efforts to change the caption of the Chapter 11 Cases to names that are not similar to any of the foregoing names. Following such period, none of Sellers shall use, or file any motion to change the caption of the Chapter 11 Cases to, any Trademark, including any name, slogan or logo, which is similar or confusingly or deceptively similar to any of the Names, Trademarks or service marks included in the Acquired Intellectual Property.

ARTICLE VII

COVENANTS OF PURCHASER

Section 7.1. Further Assurances. Purchaser shall execute such documents and use commercially reasonable efforts to take or cause to be taken such further actions as may be reasonably requested by Sellers to carry out the provisions of this Agreement and the transactions contemplated hereby. Purchaser shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions set forth in ARTICLE IX of this Agreement.

Section 7.2. Adequate Assurance Regarding Assigned Agreements. As adequate assurance of the future performance of the Assigned Agreements, Purchaser covenants (a) to perform following the Closing the obligations arising after the Closing (except with respect to Cure Costs other than Purchaser Cure Costs) under each Assigned Agreement and (b) as Sellers may reasonably request prior to the assignment of the Assigned Agreements to Purchaser, to provide reasonably requested evidence sufficient to demonstrate Purchaser's ability to perform such obligations under the Assigned Agreements.

Section 7.3. Intellectual Property License. Purchaser hereby grants to Sellers and their Affiliates, effective immediately upon the Closing, a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable, license to the Acquired Intellectual Property (subject to applicable Data Security Requirements) solely in connection with (a) the marketing, promotion, distribution (through multiple tiers) and sale of any Inventory that is not Acquired Inventory and (b) the winding down of the Business and the other operations of Sellers and their Affiliates, in each case, effective upon the Closing or the applicable Assignment Date, as applicable, and continuing for a period of six (6) months thereafter.

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser under this Agreement are, at the option of Purchaser, subject to satisfaction or waiver of the following conditions precedent on or before the Closing Date.

Section 8.1. Representations and Warranties; Performance of Obligations.

(a) (i) Each of the representations and warranties of Sellers contained in Section 4.2, Section 4.3 and Section 4.4 (the "Specified Representations") shall be true and correct (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein) in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct in all material respects as of that date) with the same force and effect as though made by Sellers on and as of the Closing Date, and (ii) each of the representations and warranties of Sellers contained herein (other than the Specified Representations) shall be true and correct (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein) on and as of the Closing Date (except for representations and warranties made as of a

specified date, which shall be true and correct as of that date) with the same force and effect as though made by Sellers on and as of the Closing Date, except where the failure of such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Sellers shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

Section 8.2. Bankruptcy Condition. The Bankruptcy Court shall have entered the Sale Order (as provided in ARTICLE VI).

Section 8.3. No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order which is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.

Section 8.4. [Reserved].

Section 8.5. Closing Deliveries. Sellers shall have delivered to Purchaser a certificate signed by an authorized officer of each Seller, dated the Closing Date (in form and substance reasonable satisfactory to Purchaser), certifying that the conditions specified in Section 8.1(a) and Section 8.1(b) have been satisfied as of the Closing.

Section 8.6. Agency Agreement. All conditions to the obligations of the JV Agent and Purchaser set forth in Section 10(a) of the Agency Agreement shall have been satisfied (or waived in accordance with the Agency Agreement).

ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

The obligations of Sellers under this Agreement are, at the option of Sellers, subject to the satisfaction or waiver of the following conditions precedent on or before the Closing Date.

Section 9.1. Representations and Warranties; Performance of Obligations.

(a) Each of the representations and warranties of Purchaser contained herein shall be true and correct (without giving effect to any qualifications or limitations as to “materiality” or words of similar import set forth therein) on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date) with the same force and effect as though by Purchaser made on and as of the Closing Date, except where the failure of such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Purchaser’s ability to consummate the transactions contemplated by this Agreement.

(b) Purchaser shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

Section 9.2. Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Sale Order (as provided in ARTICLE VI) and the Sale Order shall be in form and substance reasonably satisfactory to Sellers.

Section 9.3. No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order which is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated hereby.

Section 9.4. Closing Deliveries. Purchaser shall have delivered to Sellers a certificate signed by an authorized officer of Purchaser, dated the Closing Date (in form and substance reasonably satisfactory to Sellers), certifying that the conditions specified in Section 9.1(a) and Section 9.1(b) have been satisfied as of the Closing.

Section 9.5. Agency Agreement. All conditions to the obligations of Sellers set forth in Section 10(b) of the Agency Agreement shall have been satisfied (or waived in accordance with the Agency Agreement).

ARTICLE X

CLOSING

Section 10.1. Closing. Upon the terms and subject to the satisfaction of the conditions set forth in ARTICLE VIII and ARTICLE IX, the closing of the transaction contemplated by this Agreement (the “Closing”) will take place at the offices of Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654 on the Sale Commencement Date (as defined in the Agency Agreement) (so long as the conditions set forth in ARTICLE VIII and ARTICLE IX have been satisfied or waived), or on such other date or place as Purchaser and Sellers may determine (the date on which the Closing occurs, the “Closing Date”).

Section 10.2. Deliveries by Seller. At the Closing, Sellers shall deliver or procure delivery to Purchaser of each of the following:

(a) physical possession (or access to physical possession) of all of the Acquired Inventory, Acquired FF&E and related Acquired Assets (other than any Intellectual Property);

(b) one or more bills of sale, in customary form reasonably satisfactory to the parties hereto, conveying in the aggregate all of the owned personal property of Sellers included in the Acquired Inventory, Acquired FF&E and related Acquired Assets, duly executed by Sellers;

(c) one or more assignments of the Acquired Intellectual Property, including for registered Intellectual Property set forth on Schedule 1.1(a), in customary form reasonably satisfactory to the parties hereto, duly executed by the relevant Seller or Sellers;

(d) one or more assignments and assumptions of the Assumed Obligations being assumed by Purchaser at the Closing in accordance with this Agreement (collectively, the “Assignment and Assumption”), in customary form reasonably satisfactory to the parties hereto, duly executed by the relevant Seller or Sellers;

(e) a copy of the certificate set forth in Section 8.5;

(f) a certified copy of the Sale Order as entered by the Bankruptcy Court; and

(g) certificates, duly executed and acknowledged, certifying that any payments made pursuant to this Agreement are exempt from withholding pursuant to Section 1445 of the Code.

Section 10.3. Deliveries by Purchaser and the JV Agent. At the Closing, Purchaser and the JV Agent shall deliver or procure delivery to Sellers of each of the following:

(a) the Assignment and Assumption, in form reasonably satisfactory to the parties hereto, duly executed by Purchaser;

(b) the payment of the applicable portion of the Cash Consideration to be paid at the Closing in accordance with the Agency Agreement; and

(c) a copy of the certificate set forth in Section 9.4.

Section 10.4. Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Purchaser and Sellers.

ARTICLE XI

TERMINATION

Section 11.1. Termination. This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written agreement of Purchaser and Sellers;

(b) by either Purchaser or Sellers if there shall be in effect an applicable Law or Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby (it being understood that the lack of entry of the Sale Order shall not permit termination of this Agreement except as set forth in Section 11.1(g)); provided that the right to terminate this Agreement under this Section 11.1(b) shall not be available to any party whose breach of this Agreement shall have been the cause of, or shall have resulted in such applicable Law or Order that restrains, enjoins or prohibits the consummation of the transactions contemplated hereby;

(c) by Purchaser (provided that Purchaser is not then in material breach of any representation, warranty, covenant, or other agreement contained herein), if there shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of Sellers, which breach is not cured within seven (7) days following written notice to Sellers or which breach, by its nature, cannot be cured prior to the Closing;

(d) by Sellers (provided that no Seller is then in material breach of any representation, warranty, covenant, or other agreement contained herein), if there shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of Purchaser, which breach is not cured within seven (7) days following written notice to Purchaser or which breach, by its nature, cannot be cured prior to the Closing;

(e) automatically, upon an Order of the Bankruptcy Court to approve an Alternative Transaction (other than with Purchaser or an Affiliate of Purchaser);

(f) by Purchaser, if the Bidding Procedures Order shall fail to be in full force and effect or shall have been stayed, reversed or modified without Purchaser's written consent;

(g) by Purchaser, if the Sale Order shall not have been entered by the Bankruptcy Court by April 6, 2017 (or by such later date as shall be mutually agreed to by Purchaser and Sellers in writing);

(h) by either Purchaser or Sellers on any day if the Closing shall not have been consummated by April 7, 2017 (or by such later date as shall be mutually agreed to by Purchaser and Sellers in writing), provided that the right to terminate this Agreement under this Section 11.1(h) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

(i) by Purchaser, in the event that any Chapter 11 Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code is appointed in any Chapter 11 Case; and

(j) by either Purchaser or Sellers if the Agency Agreement is terminated in accordance with its terms for any reason whatsoever.

Section 11.2. Effect of Termination. In the event of termination of this Agreement by Purchaser or Sellers, except as otherwise expressly provided in this Section 11.2, all rights and obligations of the parties under this Agreement shall terminate without any Liability of any party to any other party. The provisions of Section 3.2, Section 13.1, Section 13.7, Section 13.8, Section 13.9, Section 13.10, Section 13.11, Section 13.12, Section 13.14 and Section 13.16 shall expressly survive the termination or expiration of this Agreement.

ARTICLE XII

TAX MATTERS

Section 12.1. Allocation of Purchase Price.

(a) Within sixty (60) days after the Closing Date, Purchaser shall prepare and deliver to Sellers a proposed allocation of the purchase price and assumed obligations (as determined for U.S. Federal income Tax purposes) among the Acquired Assets and Designation Rights (as well as any other assets deemed acquired by Purchaser for U.S. Federal income Tax purposes) in accordance with the relevant Tax laws, including Section 1060 of the Code (the “Purchaser Allocation”). If Sellers disagree with the Purchaser Allocation, Sellers may, within thirty (30) days of receipt of the Purchaser Allocation, deliver a revised draft of the allocation to Purchaser, specifying those items of the Purchaser Allocation to which Sellers disagree and setting forth Sellers’ proposed allocation (the “Sellers Allocation”). If Sellers deliver the Sellers Allocation during such period, Purchaser and Sellers shall, during the thirty (30) days following such delivery, cooperate in good faith to reach a mutually agreeable allocation on the disputed items. If Purchaser and Sellers are unable to reach such agreement, they shall submit for resolution the items remaining in dispute to the Bankruptcy Court, unless otherwise agreed to by Purchaser and Sellers. The allocation, as prepared by Purchaser if no Sellers Allocation has been timely delivered, as adjusted pursuant to any agreement between Sellers and Purchaser or determined by the Bankruptcy Court, shall be the “Allocation”.

(b) To the extent payments are made that are characterized as adjustments to the purchase price for U.S. Federal income Tax purposes after the Allocation has been determined pursuant to Section 12.1(a), Purchaser and Sellers shall cooperate in good faith to revise the Allocation as appropriate to reflect such payments.

(c) Purchaser and Sellers shall report and file all Tax Returns (including amended Tax Returns and Claims for refund) consistent with the Allocation (as adjusted under Section 12.1(b)), and shall take no position contrary thereto or inconsistent therewith (including, without limitation, in any audits or examinations by any Governmental Authority or any other proceeding), except as required by applicable Law.

Section 12.2. Transfer Taxes. Any sales, use, purchase, transfer, deed, fixed asset, stamp, documentary stamp or other similar Taxes imposed in connection with the transactions contemplated by this Agreement (“Transfer Taxes”) shall be borne and timely paid by Purchaser. Purchaser and Sellers shall use commercially reasonable efforts to obtain any available exemption from any Transfer Taxes and shall cooperate with each other in providing information and documentation that may be necessary to obtain such an exemption. Purchaser and Sellers shall cooperate in timely making all filings, returns, reports and forms as may be required in connection with the payment of Transfer Taxes. Purchaser or Sellers, as applicable, shall execute and file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes. If required by applicable Law, any other party will join in the execution of any Tax Returns and other documentation.

Section 12.3. Cooperation. Purchaser and Sellers shall reasonably cooperate, and shall cause their Affiliates, managers, officers, directors, employees, agents and representatives to reasonably cooperate, with respect to the filing of any Tax Returns and the conduct of any Tax examinations, audits, contests or other Tax proceedings relating to the Business.

Section 12.4. Survival. Notwithstanding any other provision of this Agreement, the terms and provisions of ARTICLE XII shall survive the Closing.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Expenses. Except as otherwise provided herein or the other Transaction Documents, each party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby.

Section 13.2. Amendment. Except as provided herein, any provision of this Agreement, the Disclosure Schedules or the Exhibits may be amended or waived only in a writing signed by Purchaser and Sellers and, to the extent that any such amendment or waiver would adversely affect the JV Agent in any material respect, by the JV Agent.

Section 13.3. Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a Business Day, then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties hereto at the address set forth below, or at such other address as such party may specify by written notice to the other party hereto:

To Seller:	Gordmans Stores, Inc. 1926 South 67th Street Omaha, NE 68106 Attn: Andrew T. Hall Email: andy.hall@gordmans.com
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with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attn: Patrick J. Nash, P.C.; Gerald T. Nowak, P.C.; Bradley
C. Reed; Brad Weiland
E-mail: patrick.nash@kirkland.com;
gerald.nowak@kirkland.com; bradley.reed@kirkland.com;
brad.weiland@kirkland.com

To Purchaser: Specialty Retailers, Inc.
c/o Stage Stores, Inc.
2425 West Loop South
Houston, TX 77027
Attn: Chadwick P. Reynolds
Email: creynolds@stagestores.com

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Eric L. Schiele; Paul H. Zumbro; David J. Perkins
Email: eschiele@cravath.com; pzumbro@cravath.com;
dperkins@cravath.com

and:

McAfee & Taft A Professional Corporation
10th Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
Attn: N. Martin Stringer
E-mail: martin.stringer@mcafeetaft.com

Section 13.4. Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by Sellers, in the case of a waiver by any Seller, or Purchaser, in the case of any waiver by Purchaser, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 13.5. Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any

amendments hereto or thereto, may be executed in one (1) or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties hereto. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 13.6. Headings. The headings preceding the text of the Articles and Sections of this Agreement and the Exhibits and the Schedules are for convenience only and shall not be deemed part of this Agreement.

Section 13.7. SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(a) THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE BANKRUPTCY COURT; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE COUNTY OF NEW YORK, NEW YORK WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

(b) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.8. Specific Performance. Each party acknowledges and agrees that (a) irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with specific terms or are otherwise breached and (b) remedies at Law would not be adequate to compensate the other party. Accordingly, each party agrees that the other party shall have the right, in addition to any other rights and remedies existing in its favor (including the release of the Deposit to Sellers, if applicable), to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable relief, including specific performance or injunctive relief, shall exist notwithstanding,

and shall not be limited by, any other provision of this Agreement. Each party hereby waives any defense that a remedy at Law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies.

Section 13.9. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits and Schedules hereto, and all Claims and disputes arising hereunder or thereunder or in connection herewith or therewith, whether purporting to sound in contract or tort, or at Law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

Section 13.10. Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties (which consent shall not be unreasonably withheld or delayed).

Section 13.11. No Third Party Beneficiaries. Except as set forth herein, this Agreement is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than (a) the parties hereto or their successors and permitted assigns, any rights, remedies, obligations, Claims, or causes of action under or by reason of this Agreement and (b) the JV Agent.

Section 13.12. Materiality; Disclosure Schedules. As used in this Agreement, unless the context would require otherwise, the terms “material” or “material to Sellers” and the concept of a “material” nature of an effect upon Sellers shall be measured relative to the entire Business, taken as a whole. There likely will be, however, included in the Disclosure Schedules and may be included elsewhere in this Agreement items which are not “material” within the meaning of the immediately preceding sentence, and such inclusion shall not be deemed to be an agreement by Sellers that such items are “material” or to further define the meaning of such term for purposes of this Agreement.

Section 13.13. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. The Recitals form an integral part of this Agreement and are incorporated by reference into this Agreement as if they were fully restated herein. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedules or the Exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, and no party shall use the fact of the setting of the amounts

or the fact of the inclusion of any item in this Agreement, the Disclosure Schedules or the Exhibits in any dispute or controversy between the parties hereto as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedules, or Exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the Ordinary Course of Business for purposes of this Agreement. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. The information contained in this Agreement, in the Disclosure Schedules and the Exhibits is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of Law or breach of contract). Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and Regulations promulgated thereunder, unless the context requires otherwise.

Section 13.14. Entire Understanding. This Agreement, the Exhibits, the Schedules, the Agency Agreement and the other Transaction Documents set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby (other than any agreement between the JV Agent and Purchaser, which shall not in any way affect any of Sellers' rights or expand its obligations hereunder), and this Agreement, the Exhibits, the Schedules, the Agency Agreement and the other Transaction Documents supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

Section 13.15. Closing Actions. All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

Section 13.16. Conflict Between Transaction Documents. The parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of (a) the Sale Order or Agency Agreement, the Sale Order or Agency Agreement, as applicable, shall govern and control or (b) any other agreement or document referred to herein (other than the Sale Order and the Agency Agreement), this Agreement shall govern and control.

Section 13.17. No Survival. The representations, warranties and covenants which require performance prior to the Closing of Sellers and Purchaser contained in this Agreement or in any instrument delivered in connection herewith shall not survive the Closing. Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date, shall survive until satisfied or performed in accordance with their terms.

Section 13.18. Bulk Sale Laws. The parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any Liens or claims arising out of the bulk

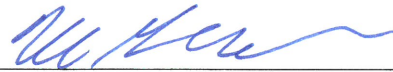
transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each party hereby waives compliance by the parties with the “*bulk sales*,” “*bulk transfers*” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement or the other Transaction Documents. For the avoidance of doubt, this Section 13.18 shall not limit the obligations of the parties hereto with respect to Transfer Taxes as described in Section 12.2.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

PURCHASER:

SPECIALTY RETAILERS, INC.

By: 
Name: Michael L. Glazer
Title: President and Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

SELLERS:

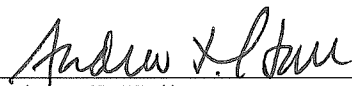
GORDMANS STORES, INC.

By: 
Name: Andrew T. Hall
Title: President, Chief Executive
Officer and Secretary

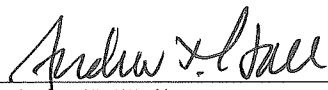
GORDMANS INTERMEDIATE
HOLDING CORP.

By: 
Name: Andrew T. Hall
Title: President, Chief Executive
Officer and Secretary

GORDMANS, INC.

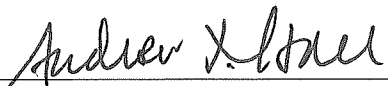
By: 
Name: Andrew T. Hall
Title: President, Chief Executive
Officer and Secretary

GORDMANS MANAGEMENT
COMPANY, INC.

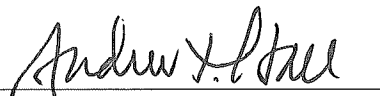
By: 
Name: Andrew T. Hall
Title: President, Chief Executive
Officer and Secretary

[Signature Page to Asset Purchase Agreement]

GORDMANS DISTRIBUTION
COMPANY, INC.

By: 
Name: Andrew T. Hall
Title: President, Chief Executive
Officer and Secretary

GORDMANS LLC

By: 
Name: Andrew T. Hall
Title: President, Chief Executive
Officer and Secretary

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

Agency Agreement

AGENCY AGREEMENT

This Agency Agreement (“Agreement”) is made as of March 31, 2017, by and between Gordmans Stores, Inc. and each of its subsidiaries (collectively, the “Merchant”), a joint venture comprising Tiger Capital Group, LLC and Great American Group WF, LLC (collectively, “JV Agent”) and Specialty Retailers, Inc., a Texas corporation (“Purchaser”).

Section 1. Recitals.

WHEREAS, Merchant operates retail stores and desires that the Agent (as defined below) act as Merchant’s exclusive agent for the limited purposes of: (a) selling all of the Merchandise (as defined below) and E-Commerce Inventory (as defined below) from (i) Merchant’s retail store locations identified on Exhibit 1A attached hereto (each individually, a “Closing Store,” and, collectively, the “Closing Stores”) through the Closing Stores by means of a “store closing”, “sale on everything”, “everything must go” or similar-themed sale (a sale conducted in such fashion, a “Liquidation Sale”) and (ii) Merchant’s retail store locations identified on Exhibit 1B attached hereto (each individually, a “Designation Rights Store” and, collectively, the “Designation Rights Stores”; each of the Closing Stores and Designation Rights Stores, a “Store” and, collectively, the “Stores”) by means of sales in the ordinary course of business (unless and to the extent that Purchaser elects, in its sole discretion, to conduct such sales as Liquidation Sales) (the sales described in this clause (a), as further described below, the “Sale”); and (b) disposing of the Owned FF&E (as defined below) in the Stores, Merchant’s distribution center operated at 9202 F Street, Omaha, Douglas County, Nebraska 68127 (the “Nebraska Distribution Center”) and Merchant’s distribution center operated at 70 West Commerce Park, County Road 1000 S, Monrovia, Indiana (the “Indiana Distribution Center”, and each individually, a “Distribution Center” and, collectively, the “Distribution Centers”), Merchant’s corporate headquarters located at 1926 South 67th Street, Omaha, NE 68106 (the “Headquarters”) and Merchant’s call center located at 2336 South 156th Circle, Omaha, NE 68130 (the “Call Center”).

WHEREAS, on March 13, 2017, Merchant filed voluntary petitions for relief and commenced cases (the “Bankruptcy Case”) under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Nebraska (the “Bankruptcy Court”).

WHEREAS, on March 22, 2017, the Bankruptcy Court entered an Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Bid Protections Related to the Disposition of Certain Assets Free and Clear of Liens, Claims and Encumbrances and Interests [Docket No. 159] (the “Bid Procedures Order” and the bidding procedures approved thereby, the “Bid Procedures”) in the Bankruptcy Case.

WHEREAS, contemporaneously herewith, Purchaser and Merchant have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “APA”), pursuant to which Purchaser intends (i) to acquire designation rights with respect to the leases relating to the Designation Rights Stores and the Nebraska Distribution Center and any contract to which Merchant is a party other than any contract exclusively relating to any Closing Store or the

Indiana Distribution Center and (ii) to acquire certain assets of, and certain rights from, and to assume certain liabilities of, Merchant, as specified therein.

WHEREAS, “Agent” shall mean (i) with respect to the Closing Stores and the Indiana Distribution Center (including Expenses (as defined below) payable and obligations under this Agreement with respect thereto) and the Merchandise and Owned FF&E located therein and in the Headquarters and the Call Center, JV Agent, (ii) with respect to the Designation Rights Stores and the Nebraska Distribution Center (including Expenses payable and other obligations under this Agreement with respect thereto) and the Merchandise and Owned FF&E located therein, Purchaser and (iii) for all other purposes (including all Expenses other than those payable with respect to the Closing Stores or the Designation Rights Stores), both JV Agent and Purchaser, jointly and severally.

WHEREAS, pursuant to the APA, Purchaser and Merchant have acknowledged and agreed that the consideration to be paid by Purchaser in respect of the transactions contemplated by the APA shall be paid at such times and in such a manner as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent and Merchant hereby agrees as follows:

Section 2. Appointment of Agent/Approval Order.

(a) Effective on the date hereof, but subject to the terms hereof and the entry of the Approval Order, the Merchant hereby irrevocably appoints Agent, and Agent hereby agrees to serve, as Merchant’s exclusive agent for the limited purpose of conducting the Sale in accordance with the terms and conditions of this Agreement.

(b) In connection with the transactions contemplated by this Agreement and the APA, Merchant shall seek entry of an order, substantially in the form of Exhibit 2(b) attached hereto, approving this Agreement and the APA and authorizing Merchant and Agent to conduct the Sale and consummate the other transactions contemplated hereby and by the APA in accordance with the terms hereof and thereof (the “Approval Order”). The Approval Order shall provide, inter alia, as follows (and shall otherwise be in form and substance reasonably acceptable to each of JV Agent, Purchaser and Merchant): (i) this Agreement and the APA (and each of the transactions contemplated hereby and thereby, including, without limitation, the Sale) are approved in their entirety; (ii) the Bankruptcy Court finds that Merchant’s decisions to (A) enter into this Agreement and the APA and (B) perform under and make payments required by this Agreement and the APA are reasonable exercises of Merchant’s sound business judgment consistent with its fiduciary duties and are in the best interests of the Merchant, its estate, its creditors, and other parties in interest; (iii) Merchant and Agent shall be authorized to take any and all actions as may be necessary or desirable to implement this Agreement and the APA and each of the transactions contemplated hereby and thereby; (iv) Agent shall be entitled to sell all Merchandise, Additional Agent Merchandise, Merchant’s Consignment Goods, DSW Merchandise and Owned FF&E hereunder free and clear of all liens, claims, interests or encumbrances thereon (including, without limitation, any liens in favor of the Administrative

Agent or any Lender), with any liens, claims, interests or encumbrances encumbering all or any portion of the Merchandise, Additional Agent Merchandise, Merchant's Consignment Goods, DSW Merchandise or Owned FF&E, the Proceeds (as defined below) or any proceeds of any of the foregoing attaching only to the Guaranteed Amount and other amounts to be received by Merchant under this Agreement (provided that the Debtors shall remain obligated to pay to DSW any portion of the receipts of sales of DSW Merchandise (exclusive of Sales Taxes) required to be paid to DSW under the terms of agreements with DSW as in existence on the date hereof); (v) Agent shall have the right to use the Stores and Distribution Centers and all related Store and Distribution Center services, furniture, fixtures, equipment and other assets of the Merchant as designated hereunder for the purpose of conducting the Sale, free of any interference from any entity or person, subject to compliance with the Sale Guidelines (as defined below and solely with respect to the Stores) and the Approval Order; (vi) except as otherwise agreed between JV Agent and Purchaser, Agent, as agent for Merchant, is authorized to conduct, advertise, post signs, utilize signwalkers, and otherwise promote the Sale (including without limitation by means of media advertising, interior and exterior banners, A-frames and similar signage) (A) at the Closing Stores (and, at Purchaser's election, in its sole discretion, at the Designation Rights Stores) as a "store closing", "sale on every-thing", "everything must go", or similar themed sale and (B) at the Designation Rights Stores (unless Purchaser makes the election set forth in clause (A)), consistent with such Designation Rights Stores being operated in the ordinary course of business (but, in the case of each of clauses (A) and (B), shall not refer to any such sale as a "going out of business", "total liquidation", "bankruptcy ordered" or "bankruptcy liquidation" sale), in each case without further consent of any person, in accordance with the Sale Guidelines (as the same may be modified and approved by the Bankruptcy Court) and without compliance with the Liquidation Sale Laws (as defined below), subject to compliance with the Sale Guidelines and the Approval Order; (vii) except as otherwise agreed between JV Agent and Purchaser, Agent shall be granted a limited royalty-free license and right to use until the Sale Termination Date the trademarks, trade names, logos, e-mail lists, mailing lists, customer lists, websites, URLs, domain names, and social media sites (including, without limitation, Facebook and Twitter) relating to and used in connection with the operation of the Stores (notwithstanding that any of the foregoing is acquired by Purchaser pursuant to the APA) solely for the purposes of advertising the Sale, selling Merchandise, Additional Agent Merchandise, Merchant's Consignment Goods, DSW Merchandise and Owned FF&E and otherwise conducting the Sale in accordance with the terms of the Agreement; (viii) all newspapers and other advertising media in which the Sale is advertised shall be directed to accept the Approval Order as binding and to allow Merchant and Agent to consummate the transactions provided for in this Agreement and the APA, including, without limitation, the conducting and advertising of the Sale in the manner contemplated by this Agreement; (ix) all utilities, landlords, creditors and other interested parties (including, without limitation, internet service providers and website hosting and servicing providers) and all persons acting for or on their behalf shall not interfere with or otherwise impede the conduct of the Sale, or institute any action in any court (other than in the Bankruptcy Court) or before any administrative body which in any way directly or indirectly interferes with or obstructs or impedes the conduct or advertising of the Sale; (x) the Bankruptcy Court shall retain jurisdiction over all parties to this Agreement and the APA (including, without limitation, the Administrative Agent and the Lenders) to enforce this Agreement and the APA; (xi) Agent shall not be the successor to Merchant or any predecessor or affiliate of Merchant and Agent will not assume, or in any way be liable or responsible for, any claim or liability, whether known or

unknown, whether asserted or unasserted, whether accrued or unaccrued, whether contingent or not, whether at law or in equity or otherwise, whether existing on the date hereof or arising thereafter and whether relating to or arising out of Merchant's business, the Merchandise or otherwise, other than as expressly provided for in this Agreement or the APA; (xii) Agent shall be authorized to include Additional Agent Merchandise in the Sale; (xiii) subject to Agent having satisfied its obligations to tender payment of the Initial Guaranty Payment and to deliver the Letter of Credit, any amounts owed by Merchant to Agent under this Agreement shall be granted the status of superpriority claims in the Bankruptcy Case pursuant to the Bankruptcy Code senior to all other superpriority claims, including, without limitation, to the superpriority claims of the Administrative Agent and the Lenders; provided that until Merchant receives payment in full of the Guaranteed Amount and any other amounts payable by Agent to Merchant hereunder, any superpriority claim granted to Agent hereunder shall be junior and subordinate in all respects to the superpriority claims of the Administrative Agent and the Lenders under Merchant's Existing Credit Facility but solely to the extent of the amount of the unpaid portion of the Guaranteed Amount and all other amounts payable by Agent to Merchant hereunder; (xiv) each of JV Agent and Purchaser shall be granted a valid, binding, enforceable and perfected security interest as provided for in Section 15 hereof (without the necessity of filing financing statements to perfect such security interest); (xv) the Bankruptcy Court finds that time is of the essence in effectuating this Agreement and the APA and proceeding with the Sale at the Stores uninterrupted; (xvi) the Bankruptcy Court finds that this Agreement and the APA were negotiated in good faith and at arms' length between the Merchant and Agent and that Agent is entitled to the protection of section 363(m) of the Bankruptcy Code; (xvii) the Bankruptcy Court finds that Agent's performance under this Agreement and the APA will be, and payment of the Guaranteed Amount and any other amounts payable by Agent to Merchant under this Agreement and the APA will be made, in good faith and for valid business purposes and uses, as a consequence of which Agent is entitled to the protection and benefits of sections 363(m) and 364(e) of the Bankruptcy Code; (xviii) in the event any of the provisions of the Approval Order are modified, amended or vacated by a subsequent order of the Bankruptcy Court or any other court, Agent shall be entitled to the protections provided in Bankruptcy Code sections 363(m) and 364(e) and, no such appeal, modification, amendment or vacatur shall affect the validity and enforceability of the sale or the liens or priority authorized or created under this Agreement, the APA or the Approval Order; (xix) (A) the terms of this Agreement and the APA shall be binding on any trustee appointed for the Merchant under any provision of the Bankruptcy Code, whether the Bankruptcy Case of the Merchant is proceeding under Chapter 7 or Chapter 11 of the Bankruptcy Code (the "Trustee"); (B) any such Trustee shall be authorized and directed to operate the business of Merchant to the fullest extent necessary to permit compliance with the terms of this Agreement and the APA; and (C) Agent and any such Trustee shall be authorized to perform under this Agreement and the APA upon the appointment of a Trustee without the need for further order of the Bankruptcy Court; (xx) the application of any automatic stay of enforcement of the Approval Order is waived; (xxi) Agent shall be entitled to be heard on all issues in the Bankruptcy Case related to this Agreement and the APA or the transactions contemplated hereby and thereby; (xxii) nothing contained in this Agreement and none of Agent's actions taken in respect of this Agreement and the APA or the transactions contemplated hereby and thereby shall be deemed to constitute an assumption by Agent of any of Merchant's obligations relating to any of Merchant's employees (except for Agent's obligations to pay Expenses), nor shall Agent become liable under any collective bargaining or employment

agreement or be deemed a joint or successor employer with respect to such employees; (xxiii) Merchant shall retain sufficient funds, or make other arrangements satisfactory to Merchant and Agent, to enable Merchant to fully satisfy and perform its obligations under this Agreement and the APA and Merchant shall be authorized and directed to use those funds to fully satisfy and perform its obligations under this Agreement and the APA; (xxiv) in the event Merchant or the Administrative Agent notifies Agent of its intention to draw on the Letter of Credit, Agent shall be entitled to an emergency hearing by the Bankruptcy Court sufficient to determine whether such draw is permitted under the terms of this Agreement prior to the occurrence of such draw; (xxv) during the Sale Term applicable to any Store or Distribution Center and for purposes of conducting the Sale at such Store or Distribution Center, (A) Agent shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, such Store or Distribution Center and the assets currently located at such Store or Distribution Center, in each case subject to the extent of Merchant's rights and entitlement to use the same, and the services provided at such Store to the extent Merchant is entitled to such services and (B) Merchant shall not assign, reject, terminate or vacate any lease relating to any such Store or Distribution Center where such assignment, rejection, termination or vacatur would have an effective date on or prior to the applicable Sale Termination Date or Vacate Date for such Store or Distribution Center; (xxvi) if, and only to the extent, Agent over-funds any amounts in respect of the Guaranteed Amount or any Expenses that Agent prefunds pursuant to the terms of Section 4.1 (it being understood that amounts prefunded in respect of Expenses shall not be subject to this clause (xxvi) once the applicable Expenses have been reconciled and any overfunding in respect thereof either returned to Agent or applied to other amounts payable by Agent to Merchant) and such over-funding cannot be recovered by Agent from Merchant under Section 3.3(b) or Section 3.3(d) by means of an offset or otherwise, then Merchant shall (or if Merchant shall be unable to or otherwise for any reason fails to, and the Administrative Agent or any Lender has received any funds in respect of such overfunding, the Administrative Agent, on behalf of the Lenders, shall) disgorge and remit such overfunded amount to Agent within two (2) business days of written demand thereof by Agent (with respect to the Administrative Agent, not to exceed the amounts actually received by the Administrative Agent and the Lenders in connection with the Sale, the sale or other disposition of the Merchant's Consignment Goods, the sale or other disposition of the DSW Merchandise, the sale or other disposition of the Additional Agent Merchandise and the sale or other disposition of the Owned FF&E); and (xxvii) so long as the Liquidation Sale is conducted in accordance with the Sale Guidelines and the Approval Order and in a safe and professional manner, Agent shall be deemed to be in compliance with any Applicable General Laws.

(c) Merchant shall use reasonable best efforts to obtain entry of the Approval Order on or prior to April 6, 2017 (the "Approval Order Deadline").

(d) Subject to entry of the Approval Order, Agent shall be authorized to advertise the Sale (i) at the Closing Stores (and, at Purchaser's election, in its sole discretion, at the Designation Rights Stores), as a "store closing", "sale on everything", "everything must go", or similar-themed sale and (B) at the Designation Rights Stores (unless Purchaser makes the election set forth in clause (i)), consistent with such Designation Rights Stores operated in the ordinary course of business (but, in the case of each of clauses (i) and (ii), shall not refer to any such sale as a "going out of business", "total liquidation", "bankruptcy ordered" or "bankruptcy liquidation" sale), and the Approval Order shall provide that Agent shall be required to comply

with applicable federal, state and local laws, regulations and ordinances, including, without limitation, all laws and regulations relating to advertising, permitting, privacy, consumer protection, occupational health and safety and the environment, together with all applicable statutes, rules, regulations and orders of, and applicable restrictions imposed by, governmental authorities (collectively, the “Applicable General Laws”), other than all applicable laws, rules and regulations in respect of “store closing”, “sale on everything”, “everything must go” or similar-themed sales, including laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the Sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply to the Sale, but excluding those designed to protect public health and safety (collectively, the “Liquidation Sale Laws”); provided that Agent shall conduct the Sale in accordance with the terms of this Agreement (subject to any side letter between JV Agent and Purchaser, which shall not in any way affect Merchant’s rights or expand its obligations hereunder), the Sale Guidelines (with respect to any Liquidation Sale and subject to any side letter entered into with any landlord for a Store as provided in the Approval Order) and the Approval Order.

Section 3. Consideration to Merchant and Agent.

3.1 Payments to Merchant.

(a) As a guaranty of Purchaser and JV Agent’s performance hereunder (including, without limitation, in their respective capacities as Agent) and as consideration under the APA, Purchaser and JV Agent jointly and severally guarantee that Merchant shall receive \$74,150,000.00 (the “Guaranteed Amount”). Agent shall pay to Merchant the Guaranteed Amount due to Merchant (if any) in the manner and at the times specified in Section 3.3.

(b) The Guaranteed Amount has been fixed based upon the aggregate Retail Price of the Merchandise included in the Sale being at least \$145,000,000.00 (the “Merchandise Threshold”). To the extent that the aggregate Retail Price of the Merchandise included in the Sale is less than the Merchandise Threshold, the Guaranteed Amount shall be adjusted in accordance with Exhibit 3.1(b) annexed hereto. The aggregate Retail Price of the Merchandise included in the Sale shall be calculated based upon (A) the Final Inventory Report, (B) the aggregate Retail Price of the Distribution Center Merchandise included in the Sale, (C) the aggregate Retail Price of Merchandise subject to Gross Rings (as adjusted for shrinkage per this Agreement), (D) the aggregate Retail Price of On-Order Merchandise included in the Sale, (E) the aggregate Retail Price of Returned Merchandise and (F) any other adjustments to Retail Price as expressly contemplated by this Agreement (in the case of the foregoing clauses (B) through (F), not otherwise included in the Inventory Taking or the calculation of the aggregate Retail Price of the Merchandise included in the Sale). Any adjustment to the Guaranteed Amount provided for under this Section 3.1(b) shall be cumulative with, and in addition to, any other adjustment provided for under this Agreement.

3.2 Compensation to Agent.

(a) After Proceeds are used to repay Agent for amounts paid on account of the Guaranteed Amount and to pay Expenses, all remaining Proceeds shall be allocated to Purchaser

and JV Agent (as separately agreed by Purchaser and JV Agent) ("Agent's Fee"). In addition, subject to payment of the E-Commerce Inventory Fee (as defined below) in accordance with Section 3.2(b), all proceeds of the disposition of E-Commerce Inventory (or, in the event of a loss to E-Commerce Inventory on or after the date of this Agreement, the proceeds of any insurance attributable to E-Commerce Inventory) shall be allocated to JV Agent.

(b) In addition to the Guaranteed Amount, JV Agent shall pay to Merchant (i) an amount equal to five percent (5%) of the gross proceeds (net of Sales Taxes) of the sale of Additional Agent Merchandise by JV Agent (the "Additional Agent Merchandise Fee") and (ii) an amount equal to twenty-five percent (25%) of the Retail Price of all E-Commerce Inventory (the "E-Commerce Inventory Fee"). All proceeds of the sale of (i) Additional Agent Merchandise by JV Agent in excess of the Additional Agent Merchandise Fee shall be retained by JV Agent and (ii) Additional Agent Merchandise by Purchaser shall be retained by Purchaser (in each case, the "Additional Agent Merchandise Proceeds").

(c) To the extent that there is Merchandise remaining at the Sale Termination Date (the "Remaining Merchandise"), and subject to Agent's performance of its material obligations under this Agreement, such Remaining Merchandise shall, solely to the extent requested by the applicable Agent in its sole discretion, be deemed transferred to such Agent (to the extent not already sold to Purchaser pursuant to the terms of the APA) free and clear of all liens, claims, interests and encumbrances of any kind or nature (including, without limitation, any liens in favor of the Administrative Agent or any Lender). Such Agent and its affiliates shall be authorized to sell or otherwise dispose of the Remaining Merchandise with all logos, brand names, and other intellectual property on the Merchandise intact, and shall be authorized, subject to any agreement between JV Agent and Purchaser, to advertise the sale of the Remaining Merchandise using Merchant's name and logo. The gross proceeds received by such Agent from any such disposition (net of applicable Sales Taxes) shall constitute Proceeds hereunder.

3.3 Proceeds; Time of Payments; Control of Proceeds.

(a) For purposes of this Agreement, "Proceeds" shall mean the aggregate of (a) the total amount (in dollars) of all sales of Merchandise made under this Agreement and all service revenue received by Merchant, in each case during the Sale Term and exclusive of Sales Taxes; (b) the portion of all sales of DSW Merchandise (exclusive of Sales Taxes) that Merchant is entitled to retain pursuant to existing consignment arrangements with DSW; (c) all proceeds of Merchant's insurance for loss or damage to Merchandise arising from events occurring during the Sale Term; (d) all amounts received from customers or other third parties on account of postage, courier, overnight mail or other shipping charges related to the delivery of Merchandise; and (e) any and all proceeds received by Agent from the disposition of Remaining Merchandise (exclusive of Sales Taxes). For the avoidance of doubt: (1) proceeds from the sales at the Stores for periods prior to the Sale Commencement Date; (2) all proceeds from the sale of Merchant's Consignment Goods pursuant to Section 5.4 hereof; (3) all proceeds from the sale of Additional Agent Merchandise pursuant to Section 8.9 hereof; (4) all proceeds of Merchant's insurance for loss or damage to Merchandise arising from events occurring prior to the Sale Commencement Date; (5) all proceeds from the sale or other disposition of Owned FF&E; and (6) all payments made by Agent on account of the Guaranteed Amount, Expenses, and the Letter of Credit, shall, in each case, not constitute "Proceeds" hereunder.

(b) On the Sale Commencement Date, Purchaser and JV Agent shall pay (by wire transfer to an account designated in writing by Merchant (“Merchant’s Account”)) to Merchant an aggregate amount (the “Initial Guaranty Payment”) equal to the excess of (i) \$49,618,750.00 (*i.e.*, eighty-five percent (85%) of the estimated Guaranteed Amount (based upon an expected aggregate Retail Price of Merchandise included in the Sale of \$130,000,000.00)) (the “Estimated Guaranteed Amount”) over (ii) the deposit of \$3,500,000.00 paid by Purchaser in order to participate in the Auction (as defined in the Bid Procedures) (the “Deposit”), which deposit shall be released to Merchant concurrently with such payment. The balance of the Guaranteed Amount, if any, shall be paid by Purchaser and JV Agent by wire transfer to the Merchant’s Account on the second business day following the issuance of the final report of the aggregate Retail Price of the Merchandise included in the Sale by the Inventory Taking Service, after review, reconciliation and mutual written verification thereof by Agent and Merchant (the “Final Inventory Report” with the date of completion of such reconciliation and issuance of such Final Inventory Report to be referred to as the “Inventory Reconciliation Date”). To the extent that the Guaranteed Amount has not been paid in full by the date of the Final Reconciliation, Purchaser and JV Agent shall pay the unpaid portion of the Guaranteed Amount to Merchant as part of the Final Reconciliation. In the event that the sum of (x) the Initial Guaranty Payment and (y) the Deposit exceeds the Guaranteed Amount, Merchant shall pay to JV Agent the amount by which such sum exceeds the Guaranteed Amount on the second business day following the issuance of the Final Inventory Report (and Purchaser and JV Agent shall allocate such payment between them as separately agreed between them).

(c) All Proceeds shall be controlled by Agent in the manner provided for below.

(i) Agent may (but shall not be required to) establish its own accounts (including without limitation credit card accounts and systems), dedicated solely for the deposit of the Proceeds (including, without limitation, credit card Proceeds) and other amounts contemplated by this Agreement and the disbursement of amounts payable to Agent hereunder (the “Agency Accounts”), and Merchant shall promptly, upon Agent’s reasonable request, execute and deliver all necessary documents to open and maintain the Agency Accounts; provided, however, Agent shall have the right, in its sole and absolute discretion, to continue to use Merchant’s Designated Deposit Accounts (as defined below) as the Agency Accounts in which case Merchant’s Designated Deposit Accounts shall be deemed to be Agency Accounts. Agent shall exercise sole signatory authority and control with respect to the Agency Accounts; provided that Merchant shall retain sole signatory authority and control over all of Merchant’s Designated Deposit Accounts notwithstanding Agent’s designation thereof as Agency Accounts. The Agency Accounts shall be dedicated solely to the deposit of Proceeds (including, without limitation, credit card Proceeds) and other amounts contemplated by this Agreement and the distribution of amounts payable hereunder. Upon request, Agent shall deliver to Merchant copies of all bank statements and other information relating to such accounts; provided that, in the event Agent elects to continue to use Merchant’s Designated Deposit Accounts as the Agency Accounts, Merchant shall deliver to Agent copies of all bank statements and other information relating to such accounts to enable Agent to track and trace deposited funds that constitute Proceeds (including, without limitation, credit card Proceeds) and other amounts contemplated by this Agreement. Merchant shall not be responsible for, and Agent shall pay as an Expense hereunder, all bank fees and charges, including wire transfer charges, related to the

Sale with respect to the Agency Accounts (including any such bank fees and charges, including wire transfer charges, related to the Sale with respect to any Merchant Designated Deposit Account that is designated by Agent as an Agency Account), whether received during or after the Sale Term. Upon Agent's notice to Merchant of Agent's designation of the Agency Accounts (other than Merchant's Designated Deposit Accounts), all Proceeds of the Sale (including, without limitation, credit card Proceeds) and other amounts contemplated by this Agreement shall be deposited into the Agency Accounts.

(ii) Agent shall have the right to use Merchant's credit card facilities, including Merchant's credit card terminals and processor(s), credit card processor coding, Merchant's identification number(s) and existing bank accounts for credit card transactions relating solely to the Sale and for processing transactions relating to Additional Agent Merchandise, Merchant's Consignment Goods, DSW Merchandise and Owned FF&E. In the event that Agent elects to use Merchant's credit card facilities, Merchant shall process credit card transactions on behalf of Agent and for Agent's account, applying customary practices and procedures. Without limiting the foregoing, Merchant shall cooperate with Agent to download data from all credit card terminals each day during the Sale Term to effect settlement with Merchant's credit card processor(s), and shall take such other actions necessary to process credit card transactions on behalf of Agent under Merchant's identification number(s). At Agent's request, Merchant shall cooperate with Agent to establish Merchant's identification numbers under Agent's name to enable Agent to process all such credit card Proceeds (and proceeds from Additional Agent Merchandise, Merchant's Consignment Goods, DSW Merchandise and Owned FF&E) for Agent's account. Merchant shall not be responsible for, and Agent shall pay as an Expense hereunder, all credit card fees, charges, and chargebacks related to the Sale, whether received during or after the Sale Term. Agent shall not be responsible for, as an Expense or otherwise, (i) any credit card fees, charges, or chargebacks that do not relate to the Sale, whether received prior to, during or after the Sale Term or (ii) any holdbacks against credit card Proceeds (and proceeds from Additional Agent Merchandise, E-Commerce Inventory, Merchant's Consignment Goods, DSW Merchandise and Owned FF&E) implemented by any applicable credit card company.

(iii) Unless and until Agent establishes its own Agency Accounts (other than Merchant's Designated Deposit Accounts), all Proceeds (including, without limitation, credit card Proceeds) and other amounts contemplated by this Agreement shall be collected by Merchant and deposited on a daily basis into depository accounts designated by, owned and in the name of, Merchant for the Stores, which accounts shall be designated solely for the deposit of Proceeds (including, without limitation, credit card Proceeds) and other amounts contemplated by this Agreement, and the disbursement of amounts payable to or by Agent hereunder (the "Designated Deposit Accounts"). The Designated Deposit Accounts shall be cash collateral accounts, with all cash, credit card payments, checks and similar items of payment, deposits and any other amounts in such accounts being Proceeds or other amounts contemplated hereunder, and Merchant hereby grants to Agent a senior security interest in each Designated Deposit Account and all Proceeds (including, without limitation, credit card Proceeds) and other amounts contemplated by this Agreement in such accounts from and after the Sale Commencement Date, which security interest shall be subject to the terms set forth in Section 15. If, notwithstanding the provisions of this Section, Merchant, the Administrative Agent or any Lender receives or otherwise has dominion over or control of any Proceeds, or other amounts due to Agent

(including proceeds from the sale of Additional Agent Merchandise, Merchant's Consignment Goods, DSW Merchandise and Owned FF&E), Merchant, the Administrative Agent or such Lender, as applicable, shall hold the same and other amounts in trust for Agent, and shall promptly deposit such Proceeds or other amounts due Agent hereunder in a Designated Deposit Account or as otherwise instructed by Agent.

(iv) Following payment of the Initial Guaranty Payment, on each business day Merchant shall reconcile with Purchaser, with respect to the Designation Rights Stores, or JV Agent, with respect to the Closing Stores, the amount of, and, following delivery of the Letter of Credit, shall promptly pay to Purchaser or JV Agent, as applicable, by wire transfer of immediately available funds, all funds attributable to Proceeds (including, without limitation, credit card Proceeds) of Purchaser or JV Agent, as applicable or other amounts property of or payable to Purchaser or JV Agent, as applicable, hereunder deposited into the applicable Designated Deposit Accounts for the prior day(s) without any offset or netting of Expenses or other amounts that may be due to Merchant. Purchaser or JV Agent, as applicable, shall, within a reasonable period of time after the date of each such payment by Merchant, notify Merchant and the Administrative Agent of any shortfall in such payment setting forth the amount and calculation thereof in reasonable detail, in which case, Merchant shall promptly pay to Purchaser or JV Agent, as applicable, funds in the amount of such shortfall.

(d) Merchant, Purchaser and JV Agent further agree that if at any time during the Sale Term, (i) Purchaser or JV Agent holds any amounts due to Merchant under this Agreement, Purchaser or JV Agent (as applicable) may, in its discretion, after two (2) business days' notice to Merchant and the Administrative Agent, offset such amounts being held by Agent against any undisputed amounts due and owing by, or required to be paid by, Merchant to such party hereunder, and (ii) Merchant holds any amounts due to Purchaser or JV Agent under this Agreement, Merchant may, in its discretion, after two (2) business days' notice to such party, offset such amounts being held by Merchant against any undisputed amounts due and owing by, or required to be paid by, such party to Merchant hereunder.

(e) In addition to the Guaranteed Amount and the Additional Agent Merchandise Fee, (i) JV Agent shall purchase all cash in the Closing Stores on and as of the start of business on the Sale Commencement Date, and (ii) Purchaser shall purchase all cash in all Designation Rights Stores assumed and assigned to Purchaser pursuant to the APA on and as of the start of business on the applicable Assignment Date (as defined in the APA) with respect to such Designation Rights Stores, in each case, on a dollar for dollar basis and such payment shall be made as part of the first Weekly Sale Reconciliation.

(f) If, and only to the extent, Purchaser or JV Agent, as applicable, over-funds any amounts in respect of the Guaranteed Amount or any Expenses that Purchaser or JV Agent, as applicable, prefunds pursuant to the terms of Section 4.1 (it being understood that amounts prefunded in respect of Expenses shall not be subject to this Section 3.3(f) once the applicable Expenses have been reconciled and any overfunding in respect thereof either returned to Purchaser or JV Agent, as applicable, or applied to other amounts payable by Purchaser or JV Agent, as applicable, to Merchant) and such over-funding cannot be recovered by Purchaser or JV Agent, as applicable, from Merchant under Section 3.3(b) or Section 3.3(d) by means of an offset or otherwise, then Merchant agrees (or if Merchant shall be unable to or otherwise for any

reason fails to, and the Administrative Agent or any Lender has received any funds in respect of such overfunding, the Administrative Agent, on behalf of itself and the Lenders, agrees) to disgorge and remit such overfunded amount to Purchaser or JV Agent, as applicable, within two (2) business days of written demand thereof by Purchaser or JV Agent (with respect to the Administrative Agent, not to exceed the amounts actually received by the Administrative Agent and the Lenders in connection with the transactions contemplated by this Agreement and the APA).

3.4 Security. In order to secure Agent's obligations under this Agreement to pay the balance of the Guaranteed Amount and Expenses, no later than the second business day following the Sale Commencement Date, Purchaser and JV Agent shall furnish to Merchant or the Administrative Agent, as Merchant's designee, one or more irrevocable standby letter(s) of credit, substantially in the form of Exhibit 3.4, naming Wells Fargo Bank, N.A. (the "Administrative Agent"), as administrative agent and term agent for the lenders and term lenders (and other secured parties) under that certain Loan, Guaranty and Security Agreement, dated as of February 20, 2009 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Facility"), among Merchant, the lenders and term lenders from time to time party thereto and the Administrative Agent (and, to the extent incurred, any postpetition financing facility) (collectively, the "Lenders"), and Merchant as co-beneficiaries (each, a "Beneficiary") in the aggregate original face amount equal to the sum of: (a) \$8,756,250.00 (*i.e.*, fifteen percent (15%) of the Estimated Guaranteed Amount (based upon an expected aggregate Retail Price of Merchandise included in the Sale of \$130,000,000.00)), plus (b) the parties' mutually agreed upon estimate of three (3) weeks of Expenses (such letters of credit, collectively, the "Letter of Credit"). The Letter of Credit shall have an expiry date of (i) with respect to the letter of credit furnished by JV Agent, no earlier than sixty (60) days after the Sale Termination Date and (ii) with respect to the letter of credit furnished by Purchaser, August 1, 2017. Upon Lenders' receipt of payment in full of their claims against the Merchant under Merchant's prepetition credit facilities (and, to the extent incurred, any postpetition financing facility), the Administrative Agent shall promptly deliver the Letter of Credit to Merchant and take all steps necessary to remove itself as a named co-beneficiary thereunder. Unless the parties shall have mutually agreed that they have completed the Final Reconciliation under this Agreement, then, at least ten (10) days prior to the initial or any subsequent expiry date, the Beneficiaries shall receive an amendment to the Letter of Credit solely extending (or further extending, as the case may be) the expiry date by at least thirty (30) days. If the Beneficiaries do not receive such amendment to the Letter of Credit on or prior to the date that is ten (10) days before the expiry date, then the Beneficiaries shall be permitted to draw under the Letter of Credit an amount equal to the amount(s) Merchant asserts are then owing to Merchant (or, if less, the full amount of the Letter of Credit) to hold as security for amounts that may become due and payable to Merchant. In the event that Purchaser or JV Agent, after receipt of five (5) business days' written notice to each of Purchaser and JV Agent, fails to pay any undisputed portion of the Guaranteed Amount or Expenses, the Beneficiaries may draw on the Letter of Credit in an amount equal to the unpaid, past due, amount of the Guaranteed Amount or Expenses that is not the subject of a reasonable dispute. The Administrative Agent, Merchant, Purchaser and JV Agent agree that, from time to time upon Purchaser or JV Agent's request, the face amount of the Letter of Credit shall be reduced in an amount equal to (x) the aggregate amount of payments (other than the Initial Guaranty Payment and the Deposit) made by Purchaser or JV Agent on account of the Guaranteed Amount to the time of each such request and (y) the amount of three

(3) weeks of estimated Expenses with respect to any Designation Rights Store that has been assumed or rejected by Purchaser pursuant to the APA on or prior to the time of such request (and Merchant and the Administrative Agent shall cooperate with respect to each such request); provided, however, until the Final Reconciliation has been completed, in no event shall the face amount of the Letter of Credit be reduced to an amount less than the parties' mutually agreed upon estimate of three (3) weeks of estimated Expenses (excluding any Expenses for the Designation Rights Stores that have been assumed or rejected by Purchaser). After completion of the Final Reconciliation and payment in full of all amounts owing by Purchaser and JV Agent under this Agreement, Merchant and the Administrative Agent shall surrender the original Letter of Credit to the issuer thereof together with written notification that the Letter of Credit may be terminated. Notwithstanding anything to the contrary herein or otherwise, neither Merchant nor the Administrative Agent may draw on the Letter of Credit if Merchant, the Administrative Agent and/or any Lender is in material default of any of their respective obligations under this Agreement. Notwithstanding anything to the contrary contained herein, to the extent Merchant and the Administrative Agent shall be entitled under this Agreement to draw on the Letter of Credit in respect of the balance of the Guaranteed Amount or other amounts owing by JV Agent and Purchaser jointly and severally hereunder, Merchant and the Administrative Agent shall be entitled to draw on the Letter of Credit without regard to whether the amount being drawn represents amounts owing hereunder by Purchaser or JV Agent or whether the letter of credit being drawn on was delivered by Purchaser or JV Agent; provided, however, that to the extent that Merchant or the Administrative Agent shall be entitled under this Agreement to draw on the Letter of Credit in respect of any amount owing hereunder by Purchaser or JV Agent on a several, and not joint, basis, Merchant and the Administrative Agent shall be entitled to draw only on letter(s) of credit comprising the Letter of Credit delivered by the party owing such amount.

Section 4. Expenses of the Sale.

4.1 Expenses. Subject to and only upon entry of the Approval Order, Purchaser severally and not jointly (with respect to the Designation Rights Stores and the Nebraska Distribution Center and the Merchandise and Owned FF&E located in the Designation Rights Stores and the Nebraska Distribution Center), JV Agent severally and not jointly (with respect to the Closing Stores and the Indiana Distribution Center and the Merchandise and Owned FF&E located in the Closing Stores, the Indiana Distribution Center, the Call Center and the Headquarters) or Purchaser and JV Agent jointly and severally (with respect to other Expenses) shall be responsible for all "Expenses," which expenses shall be paid by Purchaser and/or JV Agent, as applicable, in accordance with Section 4.2 below. Purchaser and JV Agent, as applicable, shall be obligated to pre-fund any payroll-related expenses solely pertaining to work during the Sale Term consistent with Merchant's customary payroll funding practices and timing. As used herein, "Expenses" shall mean the operating expenses of the Sale or the designation rights granted to Purchaser in accordance with the terms of the APA, in each case which arise during the Sale Term (except (i) to the extent expressly stated below to include expenses regardless of whether incurred prior to the Sale Commencement Date or (ii) solely with respect to the Designation Rights Stores and the Nebraska Distribution Center, during the Designation Rights Period (as defined in the APA), to the extent the Designation Rights Period extends beyond the Sale Term) and are attributable to the Sale, limited to the following:

(a) actual payroll (including wages, commissions and overtime pay) with respect to all Store-level Retained Employees used in connection with conducting the Sale for actual days/hours worked at a Store during the Sale Term (including hours worked during the Inventory Taking); provided that, Purchaser or JV Agent, as applicable, shall only be obligated to pay 50% of the payroll wages for Store-level Retained Employees used during the Inventory Taking, and Merchant shall pay the remaining 50% of the wages for Retained Employees used during the Inventory Taking;

(b) (i) prior to June 1, 2017, actual amounts payable by Merchant for benefits (including FICA, unemployment taxes, workers' compensation and healthcare insurance, but excluding Excluded Payroll Benefits) for Store-level Retained Employees used in the Sale (such amounts, the "Payroll Benefits Expenses"), in an amount not to exceed 20.0% of the base payroll for all Store-level Retained Employees (the "Payroll Benefits Cap") and (ii) from and after June 1, 2017 to the termination of the Designation Rights Period, actual Payroll Benefits Expenses for any remaining Designation Rights Stores;

(c) (i) prior to June 1, 2017, actual Occupancy Expenses categorized on Exhibit 4.1(c) on a per category, per Store, and per diem basis in an amount up to the respective per category per Store per diem amounts shown on Exhibit 4.1(c) for all Stores in which the Sale has not been terminated on such date and (ii) from and after June 1, 2017 to the termination of the Designation Rights Period, actual Occupancy Expenses for any remaining Designation Rights Stores;

(d) Retention Bonuses for Retained Employees, as provided for in Section 9.4 below;

(e) regardless of whether incurred prior to the Sale Commencement Date, promotional costs including, without limitation, email blasts, television, and any other advertising and/or direct mail attributable to the Sale and ordered or requested by Purchaser or JV Agent;

(f) regardless of whether incurred prior to the Sale Commencement Date, the costs and expenses associated with all signage, banners, sign walkers, and interior and exterior signs that are produced for the Sale;

(g) credit card fees, bank card fees, chargebacks and credit/bank card discounts with respect to Merchandise, Additional Agent Merchandise, DSW Merchandise and Merchant's Consignment Goods sold in the Sale;

(h) bank service charges (for Store, corporate accounts, and Agency Accounts), check guarantee fees, and bad check expenses to the extent attributable to the Sale;

(i) costs for additional Supplies at the Stores necessary to conduct the Sale as requested by Purchaser or JV Agent;

(j) all fees and charges required to comply with Applicable General Laws and, unless and until entry of the Approval Order, Liquidation Sale Laws in connection with the Sale as agreed to by Purchaser and JV Agent;

(k) Store cash theft and other store cash shortfalls in the registers;

(l) regardless of whether incurred prior to the Sale Commencement Date, all costs and expenses associated with Purchaser's and JV Agent's, as applicable, on-site supervision of the Stores and Distribution Centers, including (but not limited to) any and all fees, wages, bonuses, taxes, third party payroll costs and expenses, and deferred compensation of Purchaser's and JV Agent's, as applicable, field personnel, travel to, from or between the Stores, Distribution Centers, the Headquarters and the Call Center, and costs and expenses relating thereto (including reasonable and documented corporate travel to monitor and manage the Sale);

(m) postage, courier and overnight mail charges requested by Purchaser or JV Agent to the extent relating to the Sale, including all amounts incurred in respect of postage, courier, overnight mail or other shipping charges related to the delivery of Merchandise to customers;

(n) fifty percent (50%) of the third-party fees and costs of the Inventory Taking;

(o) regardless of whether incurred prior to the Sale Commencement Date, Purchaser's and JV Agent's reasonable out-of-pocket costs and expenses, including, without limitation, (i) legal fees and expenses (not to exceed \$250,000.00; provided that such cap shall not apply to any legal fees and expenses incurred in connection with any good faith dispute with any person or entity (1) arising under this Agreement, (2) in connection with Purchaser or JV Agent's performance under this Agreement or (3) in connection with the Bankruptcy Court's entry of the Bid Procedures Order or the Approval Order) incurred in connection with the review of data, preparation, negotiation, execution of and performance under this Agreement, the Approval Order, the Letter of Credit and any ancillary documents, (ii) Purchaser's and JV Agent's actual cost of capital (including, without limitation, any letter of credit fees and expenses and any structuring fees, arrangement fees, upfront fees, other fees, interest and other amounts payable to Purchaser's or JV Agent's lenders) and (iii) Purchaser's and JV Agent's insurance costs;

(p) third party payroll processing expenses associated with the Sale;

(q) costs of transfers initiated by Purchaser or JV Agent of Merchandise between and among the Stores during the Sale Term, including delivery and freight costs, it being understood that Purchaser or JV Agent, as applicable, shall be responsible for coordinating such transfer of Merchandise, subject, however, to the provisions of Section 4.3 below;

(r) (i) prior to June 1, 2017, Central Service Expenses equal to \$25,000.00 per week for the Sale Term (prorated for partial weeks) with respect to the Stores so long as Purchaser and JV Agent shall not have vacated all of the Stores and (ii) from and after June 1, 2017 to the termination of the Designation Rights Period, all actual Central Service Expenses with respect to any remaining Designation Rights Stores;

(s) Distribution Center Expenses relating to the Nebraska Distribution Center, to the extent provided for in the APA;

(t) costs and expenses associated with temporary labor requested or obtained by Purchaser or JV Agent for purposes of the Sale (provided any temporary labor shall not be included in Merchant's payroll system);

(u) actual costs and expenses associated with maintaining the Merchant's website or social media accounts, to the extent Purchaser or JV Agent requests the usage of the website or applicable social media account giving rise to such costs and expenses;

(v) costs and expenses associated with security and guard services (including armored vehicles) in connection with the Sale (prior to June 1, 2017, subject to the limitations set forth in Section 4.1(c), and on or after June 1, 2017, solely with respect to any remaining Designation Rights Stores);

(w) costs and expenses associated with local and long-distance telephone and internet/wifi expenses (prior to June 1, 2017, subject to the limitations set forth in Section 4.1(c), and on or after June 1, 2017, solely with respect to any remaining Designation Rights Stores);

(x) a pro rata portion for the Sale Term or Designation Rights Period, if longer, of Merchant's premiums in respect of general liability, casualty, property, inventory, and other insurance policies attributable to the Merchandise and, prior to June 1, 2017, the Stores and thereafter, the remaining Designation Rights Stores;

(y) costs and expenses associated with Store data lines, point of sale maintenance and management of point of sale systems) (prior to June 1, 2017, subject to the limitations set forth in Section 4.1(c), and on or after June 1, 2017, solely with respect to any remaining Designation Rights Stores); and

(z) the actual costs and expenses of Purchaser and JV Agent providing such additional services as Purchaser or JV Agent reasonably deems appropriate for the Sale.

Notwithstanding anything herein to the contrary, to the extent that any Expense category listed in Section 4.1 is also an Occupancy Expense, prior to June 1, 2017, the caps set forth in Section 4.1(c) shall control and such Expenses shall not be double counted. There will be no double counting or payment of Expenses to the extent that Expenses appear or are contained in more than one Expense category.

As used herein, the following terms have the following respective meanings:

(i) "Central Service Expenses" means costs and expenses for Merchant's central administrative services necessary for the conduct and support of the Sale, including, but not limited to, inventory control systems, payroll systems, MIS and POS services, cash and inventory reconciliation, data processing and reporting, email preparation and distribution, information technology and e-commerce site updates and maintenance, accounting, office facilities at Merchant's central office, central administrative services and personnel to process and perform sales audit, banking, and other normal course administrative services customarily provided to or for the benefit of operating the Distribution Centers and/or the Stores, hosting and maintaining Merchant's website and such other central office services reasonably

necessary (in the reasonable judgment of Purchaser or JV Agent) for the Sale, (collectively, “Central Services”).

(ii) “Distribution Center Expenses” means all costs and expenses of operating the Distribution Centers, including, but not limited to, use and occupancy expenses, Distribution Center employee payroll and other obligations, and/or processing, transferring, consolidating, shipping, and/or delivering goods within or from the Distribution Centers; provided that Central Services Expenses shall not constitute Distribution Center Expenses.

(iii) “Excluded Payroll Benefits” means (i) the following benefits arising, accruing or attributable to the period prior to, during, or after the Sale Term: (w) vacation days or vacation pay, (x) sick days or sick leave or any other form of paid time off, (y) maternity leave or other leaves of absence and (z) ERISA coverage and similar contributions and/or (ii) any other benefits in excess of the Payroll Benefits Cap, including, without limitation, any payments due under the WARN Act.

(iv) “Occupancy Expenses” means, with respect to the Stores, base rent, percentage rent, HVAC, utilities, CAM, storage costs, real estate and use taxes, other taxes and licensing fees, Merchant’s association dues and expenses, landlord promotional fees, utilities expenses, point-of-sale systems maintenance, routine repairs, building maintenance, trash and snow removal, housekeeping and cleaning expenses, pest control services, local and long-distance telephone and internet/wifi expenses, security (including, without limitation, security systems, courier and guard service, building alarm service and alarm service maintenance), rental for furniture, fixtures and equipment and any other categories of expenses at the Stores set forth on Exhibit 4.1(c) attached hereto.

(v) “Third Party” means, with reference to any Expenses to be paid to a Third Party, a party which is not affiliated with or related to the Merchant.

(vi) Notwithstanding any other provision of this Agreement to the contrary, “Expenses” shall not include: (i) Excluded Payroll Benefits; (ii) other than as provided in Section 4.1(r), Central Service Expenses or any expenses of any kind relating to or arising from Merchant’s Headquarters, Call Center or other corporate offices, (iii) Occupancy Expenses or any occupancy-related expenses of any kind or nature in excess of the respective per category per Store per diem amounts expressly provided for as an Expense under Section 4.1(c); (iv) other than as provided in Section 4.1(s), Distribution Center Expenses or any other expenses of any kind relating to or arising from the Distribution Centers, and/or (v) any other costs, expenses or liabilities payable by Merchant not expressly provided for herein, which, subject to the terms of the APA, shall be paid solely by Merchant. All costs or expenses related to the Sale or the designation rights granted to Purchaser in accordance with the terms of the APA not included as Expenses (or otherwise designated as an obligation of JV Agent or Purchaser hereunder or as an obligation of Purchaser pursuant to the APA) shall be paid by Merchant promptly when due during the Sale Term (or, solely with respect to the Designation Rights Stores, the Designation Rights Period), subject to the provisions of the Bankruptcy Code and the Approval Order. Notwithstanding anything herein to the contrary, Agent shall not have any obligation to pay any Expenses (including, without limitation, Occupancy Expenses) with respect to any Store or Distribution Center arising after the Outside Date with respect to such Store or Distribution

Center (or, solely with respect to the Designation Rights Stores and the Nebraska Distribution Center, the end of the end of the applicable Designation Rights Period (if later)). Nothing in Section 4.1(s) or clause (iv) of the first sentence of this paragraph shall limit the obligations of Agent to pay the costs and expenses related to, or incurred in connection with, the marketing and sale of the Additional Agent Merchandise to the extent required by Section 8.9.

4.2 Payment of Expenses.

(a) Subject to and only upon entry of the Approval Order, Purchaser and JV Agent, as applicable, shall be responsible for the payment of all Expenses out of Proceeds (or from Purchaser's and JV Agent's, as applicable, own accounts if and to the extent there are insufficient Proceeds) after the payment of the Guaranteed Amount. All Expenses incurred during each week of the Sale (*i.e.* Sunday through Saturday) shall be paid by Purchaser and JV Agent, as applicable, to or on behalf of Merchant, or paid by Merchant and thereafter reimbursed by Purchaser and JV Agent, as applicable, as provided for herein, immediately following the Weekly Sale Reconciliation; provided, however, in the event that the actual amount of an Expense is unavailable on the date of the reconciliation (such as payroll), Merchant and Purchaser and JV Agent, as applicable, shall agree to an estimate of such amounts, which amounts will be reconciled once the actual amount of such Expense becomes available. Purchaser, JV Agent and/or Merchant may review or audit the Expenses at any time.

4.3 Distribution Centers

From and after the date of this Agreement, Purchaser and JV Agent shall be responsible for allocating and designating the shipment of Merchandise from the Merchant's Distribution Centers to the Stores; provided that Merchant, Purchaser and JV Agent shall cooperate with each other and shall mutually agree upon a schedule and allocation to the Stores of the Merchandise located at the Distribution Centers and On-Order Merchandise; provided further that all Distribution Center Merchandise in the Nebraska Distribution Center shall be allocated to the Designation Rights Stores and all Distribution Center Merchandise in the Indiana Distribution Center shall be allocated to the Closing Stores; provided that all On-Order Merchandise shall be allocated to the Stores consistent with Merchant's ordinary course of business consistent with past practices. Agent may terminate the Sale and vacate any Distribution Center as if it were a Store in accordance with the terms of Section 6. Agent shall have no obligations with respect to any other expenses of any kind relating to or arising from such Distribution Center thereafter. Notwithstanding anything in this Agreement to the contrary, Merchant shall not be required to keep, operate or maintain, and Agent shall not have the right to use, the Indiana Distribution Center from and after May 1, 2017 (except as may be agreed between Merchant and JV Agent).

Section 5. Gross Rings; Merchandise.

5.1 Inventory Taking.

(a) Commencing on the Sale Commencement Date, Merchant and Agent shall use commercially reasonable efforts to cause to be taken a SKU level Retail Price physical inventory of the Merchandise located in the Stores (collectively, the "Inventory Taking"), which

Inventory Taking shall be completed in each of the Stores as soon as practicable (the date of the Inventory Taking at each Store being the “Inventory Date” for each such Store), but in any event no later than fourteen (14) days after the Sale Commencement Date (subject to the availability of the Inventory Taking Service). Merchant and Agent shall jointly employ RGIS or other mutually agreed upon national inventory taking service (the “Inventory Taking Service”) to conduct the Inventory Taking. The Inventory Taking shall be conducted in accordance with customary procedures and instructions, which shall be reasonably satisfactory to Agent and Merchant (the “Inventory Taking Instructions”). As an Expense, in accordance with Section 4.1, Agent shall be responsible for fifty percent (50%) of cost of the Inventory Taking Service. Merchant shall be responsible for fifty percent (50%) of cost of the Inventory Taking Service. Except as provided in the immediately preceding two sentences and in Section 4.1, Merchant and Agent shall each bear their respective costs and expenses relative to the Inventory Taking; provided that, in accordance with Section 4.1, Agent shall be obligated to pay fifty percent (50%) of the payroll and related benefit costs (subject to the Benefits Cap) for Retained Employees used during the Inventory Taking, and Merchant shall pay the remaining fifty percent (50%) of the payroll and related benefit costs for Retained Employees used during the Inventory Taking. Merchant, the Administrative Agent, Purchaser and JV Agent may each have representatives present during the Inventory Taking, and shall each have the right to review and verify the listing and tabulation of the Inventory Taking Service. Merchant agrees that during the conduct of the Inventory Taking, the applicable Store shall be closed to the public, and no sales or other transactions shall be conducted within the applicable Store. The Inventory Taking shall not take place on Saturdays, Sundays and federal holidays. Merchant and Agent further agree that until the Inventory Taking in a particular Store is completed, neither Merchant nor Agent shall: (i) move Merchandise within or about the Store so as to make any such items unavailable for counting as part of the Inventory Taking; (ii) remove or add any hang tags, price tickets, inventory control tags affixed to any Merchandise or any other kind of in-store pricing signage within the Store; (iii) transfer any Merchandise to or from that Store (other than Distribution Center Merchandise or On-Order Merchandise, which, in each case, is distinctly tagged or otherwise marked as such or recorded in Agent’s transfer log); or (iv) deliver any Additional Agent Merchandise to such Store (unless distinctly tagged or otherwise marked as such or recorded in Agent’s transfer log). Merchant agrees to cooperate with Agent to conduct the Inventory Taking (including without limitation by making available to Agent information relating to sales, units, costs, Retail Price, and making available to Agent Merchant’s books, records, work papers and personnel to the extent reasonably necessary to calculate the Retail Price of the Merchandise). Each Store will be closed during the Inventory Taking; provided, however, that the parties agree that the Inventory Taking will commence at a time that will minimize the number of hours that the Stores will be closed for business. The Inventory Taking, including, but not limited to the Final Inventory Report, shall be reviewed, reconciled, and mutually verified by the Merchant, JV Agent and Purchaser in writing as soon as practicable following the Inventory Taking.

(b) At each Store, for the period from the Sale Commencement Date until the Inventory Date for such Store, Agent and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable Sales Taxes but excluding any prevailing discounts (“Gross Rings”), and (ii) cash reports of sales within such Store. Register receipts shall show for each item sold the Retail Price for such item and the markdown or discount, if any, specifically granted by Agent in connection with such Sale. Any Merchandise included in the Sale using the

Gross Rings method shall be included in Merchandise using the actual Retail Price of the Merchandise sold plus one and sixty-eight hundredths percent (1.68%) of the actual sales proceeds of the sale of such Merchandise to account for shrinkage. All such records and reports shall be made available to Agent and Merchant during regular business hours upon reasonable notice. Any Merchandise included in the Sale using the Gross Rings method shall be included as Merchandise.

(c) Distribution Center Merchandise and On-Order Merchandise received at a Store after the Inventory Date for Store shall be counted and reconciled within five (5) business days after receipt of such goods at such Store in accordance with the procedures set forth below. Absent prior notification and agreement of Merchant, failure to report within such five (5) business day period any variance between the received shipment from the applicable shipping documents (each a “Shipping Variance”), shall result in such receipts being deemed confirmed received consistent with the applicable shipping documents. Merchant shall have five (5) business days to verify a timely issued Shipping Variance (each a “Shipping Variance Response”), and absent prior notification and agreement of Agent, failure to respond to an asserted Shipping Variance within such five (5) business day period shall result in such Shipping Variance being deemed valid. If Merchant timely issues a Shipping Variance Response that disputes the asserted Shipping Variance, Merchant and Agent shall cooperate with each other to verify and resolve such dispute; provided that, in the event Merchant and Agent are unable to resolve such dispute within ten (10) business days from Agent’s receipt of a Shipping Variance Response from Merchant (or such greater period as Merchant and Agent may mutually agree), such dispute shall be resolved by the Bankruptcy Court. Distribution Center Merchandise and/or On-Order Merchandise (where applicable) received at a Store prior to the Inventory Date for such Store shall be counted as part of the Inventory Taking or, to the extent sold prior to the Inventory Taking at such location, using Gross Rings.

5.2 Merchandise Subject to This Agreement.

(a) For purposes of this Agreement, “Merchandise” shall mean all (i) new, finished, first quality goods owned by Merchant saleable in the ordinary course of business located at the Stores as of the Sale Commencement Date (including Merchandise subject to Gross Rings), (ii) Defective Merchandise (to the extent Merchant and Agent can mutually agree on the Retail Price applicable thereto and excluding Excluded Defective Merchandise) and goods reflected on Exhibit 5.2(b)(i) (which shall be deemed to have a Retail Price equal to fifty percent (50%) of the Retail Price as ordinarily calculated pursuant to this Agreement), (iii) Returned Merchandise, subject to Section 8.5 and (iv) Distribution Center Merchandise and On-Order Merchandise received at the Stores in store-ready form no later than seven (7) days after the Sale Commencement Date, provided that if such goods are received at the Stores after such 7-day period, but on or before twenty-one (21) days after the Sale Commencement Date (the “Receipt Deadline”), such goods shall be included in the Sale as Merchandise at the Retail Price of each such item multiplied by a factor equal to the difference of 100% minus the prevailing Sale discount at the applicable Store. Notwithstanding the foregoing, “Merchandise” shall not include: (1) goods which belong to sublessees, licensees, department lessees, or concessionaires of Merchant; (2) goods held by Merchant on memo, on consignment, or as bailee; (3) Excluded Defective Merchandise; (4) Merchant’s Consignment Goods; (5) DSW Merchandise; (6) furniture, furnishings, trade fixtures, machinery, equipment, office supplies, Supplies, conveyor

systems, racking, rolling stock, improvements and other personal property (collectively, “FF&E”) or improvements to real property; provided that Agent shall be permitted to sell Owned FF&E as set forth in Section 7 below; (7) Distribution Center Merchandise, On Order Merchandise, or goods in the Distribution Centers, in-transit or on order received at the Stores after the Receipt Deadline or other than in a store-ready form; (8) Additional Agent Merchandise; (9) any inventory of any kind or nature that is held for rental or lease; (10) greeting cards, gift cards (third-party or Merchant branded) and (11) E-Commerce Inventory.

(b) As used in this Agreement, the following terms have the respective meanings set forth below:

“Defective Merchandise” means any item of Merchandise which is not new, finished, first-quality, saleable goods sold in the ordinary course. Examples of Defective Merchandise include but are not limited to goods that are used, damaged, defective, scratched, soiled, ripped, torn, stained, faded, discolored, dented, shopworn, out of box (if normally sold as new in-the-box, but excluding display items which are not otherwise damaged or defective and for which the box, all related packaging and all accompanying directions and warranty information are on hand), missing pieces, mismatched, mismated or near-sized, parts, items typically sold as a set which are incomplete, gift with purchase items and Out-of-Season Goods.

“Distribution Center Merchandise” means all new, finished, first-quality goods owned by Merchant and saleable in the ordinary course of business located at the Distribution Centers and reflected on Exhibit 5.2(b).

“Excluded Defective Merchandise” means (a) any item of Defective Merchandise that is (1) not saleable in the ordinary course because it is so damaged or defective that it cannot reasonably be used for its intended purpose or (2) mismatched, mismated or near-sized, (b) any item of Defective Merchandise for which the parties cannot mutually agree upon a Retail Price, and (c) inventory of any kind or nature, wherever located, that was, is or becomes during the Sale Term subject to a bona fide, credible, written claim of trademark (or other intellectual property) infringement by any third party. Excluded Defective Merchandise shall be identified as such during the Inventory Taking. Excluded Defective Merchandise located in the Stores shall be identified and counted during the Inventory Taking and thereafter removed from the sales floor and segregated. To the extent that goods in the Distribution Centers or on-order goods constitute Excluded Defective Merchandise and such goods arrive at the Stores despite Merchant’s covenant not to ship such goods to the Stores, such goods shall be identified during the Inventory Taking or, to the extent such goods arrive in a Store after the Inventory Date for such Store, such goods shall be reasonably identified by Agent within five (5) business days of receipt of at such Store and thereafter removed from the sales floor and/or segregated.

“Merchandise File” means Merchant’s “SKULocationBySubclass.txt” file, together with all updated files received on or prior to the Sale Commencement Date.

“On-Order Merchandise” means all new, finished, first-quality goods owned by Merchant and saleable in the ordinary course of business that are on-order or in-transit and reflected on Exhibit 5.2(b).

“Out-of-Season Goods” means goods specifically related to holidays occurring outside the Sale Term, such as Christmas, New Year’s Day, Valentine’s Day, St. Patrick’s Day, Easter, Bastille Day, Independence Day, Halloween and Thanksgiving. For the avoidance of doubt, the Merchandise reflected on Exhibit 5.2(b)(i) shall not be deemed Out-of-Season Goods.

5.3 Valuation.

(a) For purposes of this Agreement, “Retail Price” shall mean with respect to each item of Merchandise and E-Commerce Inventory, determined on an SKU basis as of the Sale Commencement Date, the lowest of the lowest ticketed price, file price (as reflected on the Merchandise File), marked price, shelf price, hang-tag price, stickered price, PLU price, or other hard-marked price, excluding, however, all Excluded Pricing Adjustments. For purposes of calculating Retail Price, if an item of Merchandise or E-Commerce Inventory of the same SKU has more than one ticketed price, file price (as reflected on the Merchandise File), marked price, shelf price, hang-tag price, stickered price, PLU price, or other hard-marked price, or if multiple items of the same SKU have different ticketed, file (as reflected on the Merchandise File), marked, shelf, hang-tag, stickered, PLU, or other hard-marked prices and such pricing does not otherwise qualify as an Excluded Pricing Adjustment, the lowest ticketed price, file price (as reflect on the Merchandise File), marked price, shelf price, hang-tag price, stickered price, PLU price, or other hard-marked price on any such item shall prevail for such item or for all such items within the same SKU, as the case may be, that are located within the same location (as the case may be, the “Lowest Location Price”), unless it is reasonably determined by Merchant and Agent that the applicable Lowest Location Price was mismarked, normal course markdowns had not been reflected or taken, or such item was priced because it was damaged or marked as “as is,” in which case the correct price shall control; provided, however, in determining the Lowest Location Price with respect to any item of Merchandise or E-Commerce Inventory at a Store, the Lowest Location Price shall be determined based upon the lowest Retail Price of such item on a per location basis. No adjustment to Retail Price shall be made with respect to different Retail Prices for items located in different locations.

(b) Notwithstanding the provisions of Section 5.3(a), Excluded Pricing Adjustments shall not be taken into account in determining the Retail Price of any item of Merchandise or E-Commerce Inventory. For purposes of this Agreement, the term “Excluded Pricing Adjustments” means the following discounts or price adjustments offered by Merchant: (i) temporary point of sale discounts or similar temporary adjustments; (ii) employee discounts; (iii) member or customer appreciation points or coupons; (iv) multi-unit purchase discounts; (v) adjustments for damaged, defective or “as is” items; (vi) coupons (Merchant’s or competitors), catalog, website, or circular prices, or “buy one get one” type discounts; (vii) customer savings pass discounts or “bounce back” coupons, or discounts for future purchases based on dollar value of past purchases; (viii) obvious ticketing or marking errors; (ix) instant (in store) or mail in rebates; or (x) similar customer specific, temporary, or employee non-product specific pricing or accommodations.

5.4 Excluded Goods. Subject to the terms of the APA, Merchant shall retain all responsibility for any goods not included as Merchandise, E-Commerce Inventory or DSW Merchandise hereunder. If Merchant elects at the beginning of the Sale Term, Agent shall accept goods not included as Merchandise, E-Commerce Inventory or DSW Merchandise hereunder for

sale at prices mutually agreed upon by Agent and Merchant (such goods, “Merchant’s Consignment Goods”). Agent shall retain 20% of the receipts (net of Sales Taxes) for all sales of Merchant’s Consignment Goods, and Merchant shall receive 80% of the receipts (net of Sales Taxes) in respect of such sales. Merchant shall receive its share of the receipts of sales of Merchant’s Consignment Goods on a weekly basis, immediately following the Weekly Sale Reconciliation. If Merchant does not elect to have Agent sell goods not included as Merchandise, E-Commerce Inventory or DSW Merchandise or Merchant and Agent are unable to agree upon prices, then all such items will be removed by Merchant from the Stores at Merchant’s expense as soon as practicable and shall not be shipped to the Stores from the Distribution Centers absent Agent’s express written consent. Agent shall have no cost, expense or responsibility in connection with any goods not included in Merchandise or E-Commerce Inventory.

5.5 DSW Merchandise. Agent shall accept for sale all new, finished, first quality goods held by Merchant pursuant to consignment arrangements with DSW Inc. or its subsidiaries (collectively “DSW”) that are saleable in the ordinary course of business and located at the Stores as of the Sale Commencement Date (the “DSW Merchandise”); provided that, for the avoidance of doubt, Purchaser’s obligations hereunder with respect to DSW Merchandise held by Merchant in a Designation Rights Store shall terminate upon the assumption of the lease of such Designation Rights Store in accordance with the APA. For the avoidance of doubt, goods subject to such consignment arrangements shall be treated as DSW Merchandise (and not as Merchandise) regardless of whether DSW’s consignment interest is legal, valid or binding or has been properly perfected. The portion of all receipts of sales of DSW Merchandise (exclusive of Sales Taxes) that Merchant is entitled to retain pursuant to all such existing consignment arrangements with DSW shall be treated as Proceeds hereunder (it being agreed that nothing in this Agreement shall prohibit Merchant from paying to DSW any portion of the receipts of sales of DSW Merchandise (exclusive of Sales Taxes) required to be paid to DSW under the terms of agreements with DSW as in existence on the date hereof).

5.6 E-Commerce Inventory. For purposes of this Agreement, “E-Commerce Inventory” shall mean all “Location 61” e-commerce goods set forth on Exhibit 5.6 received at the Closing Stores in store-ready form no later than seven (7) days after the Sale Commencement Date, provided that if such goods are received at the Stores after such 7-day period, but on or before the Receipt Deadline, such goods shall be included in E-Commerce Inventory at the Retail Price of each such item multiplied by a factor equal to the difference of 100% minus the then-prevailing Sale discount at the applicable Closing Store. E-Commerce Inventory shall be counted in accordance with the procedures for counting Merchandise set forth in Section 5.1 hereof. For the avoidance of doubt, any such goods not received at the Closing Stores in store-ready form on or before the Receipt Deadline shall not constitute E-Commerce Inventory, and Merchant shall retain all responsibility for any such goods.

Section 6. Sale Term.

6.1 Term. Subject to satisfaction of the conditions precedent set forth in Section 10 hereof (including, without limitation, the entry of the Approval Order), the Sale shall commence at each Store on the first business day following the entry of the Approval Order, but no later than April 7, 2017 (the date on which the Sale commences, the “Sale Commencement”).

Date)). Agent shall complete the Sale at each Store no later than May 31, 2017 (the "Sale Termination Date", and the period from the Sale Commencement Date to the Sale Termination Date as to each Store being the "Sale Term"); provided that, to the extent that the lease with respect to any Designation Rights Store is assumed and assigned in accordance with the terms of the APA, the Sale Term with respect to such Designation Rights Store shall terminate no later than the date of such assignment, Merchant shall have no further obligations hereunder with respect to such Store and the applicable assignee may waive all obligations of Agent arising under this provision without the consent of any other party (including Merchant).

Notwithstanding the foregoing, but subject to Section 2.5(b) of the APA with respect to any Designation Rights Stores, Agent may, in its discretion, earlier terminate the Sale on a Store-by-Store basis upon not less than seven (7) days' prior written notice (a "Vacate Notice") to Merchant. In the event Agent fails to provide Merchant with such timely notice, Agent shall be liable for and pay Occupancy Expenses for the days by which notice of a Store closing was less than seven (7) days. The "Vacate Date" with respect to any Store shall be the later of (i) the date on which Agent actually vacates such Store in accordance with the provisions of Section 6.2 (or, solely with respect to any Designation Rights Store, Section 2.5(b) of the APA) and (ii) the date that is seven days after the date on which a Vacate Notice with respect to such Store is delivered to Merchant.

6.2 Vacating the Store. At the conclusion of the Sale (including upon the rejection of any Lease of a Designation Rights Property in accordance with Section 2.5(b) of the APA), Agent agrees to leave each Store in "broom clean" condition, ordinary wear and tear excepted, except for unsold items of Owned FF&E which may be abandoned by Agent in place in a neat and orderly manner pursuant to Section 7 below; provided that, to the extent that the lease with respect to any Designation Rights Store is assumed and assigned in accordance with the terms of the APA, Merchant shall have no further obligations hereunder with respect to such Store and the applicable assignee may waive this requirement without the consent of any other party (including Merchant). Agent shall vacate each Store on or before the Sale Termination Date as provided for herein, at which time Agent shall surrender and deliver the Store premises, and Store keys, to Merchant; provided that, to the extent that the lease with respect to any Designation Rights Store is assumed and assigned in accordance with the terms of the APA, the applicable assignee may waive this requirement without the consent of any other party (including Merchant). Purchaser's and JV Agent's, as applicable, obligations to pay all Expenses, including Occupancy Expenses, for each Store to the extent required by Section 4.1 shall continue until the date (the "Outside Date") that is the earlier of (a) the Sale Termination Date (or, solely with respect to any Designation Rights Store, to the extent later, the end of the Designation Rights Period) and (b) the later of (i) the applicable Vacate Date for such Store and (ii) the fifteenth (15th) day of the calendar month in which the Vacate Date for such Store occurs; provided, however, during the period between the Vacate Date with respect to any Store, on the one hand, and the fifteenth (15th) day of the calendar month during which such Vacate Date occurs (or, solely with respect to any Designation Rights Store, the end of the Designation Rights Period with respect to such Designation Rights Store), on the other hand, Purchaser or JV Agent's, as applicable, obligation to pay Expenses with respect to such Store shall be limited to payment of Occupancy Expenses actually payable by Merchant with respect to such Store. All assets of Merchant used by Purchaser or JV Agent, as applicable, in the conduct of the Sale (e.g., FF&E (other than Owned FF&E), supplies, etc.) shall be returned by Purchaser or JV Agent, as applicable, to Merchant or left at the Stores, as applicable, to the extent same have not been

consumed in the conduct of the Sale or have not been otherwise disposed of through no fault of the Agent. Where reference is made in this Section 6 to vacating the Stores, such shall mean vacating the Stores in favor of Merchant, its representatives or assignee and shall not mean vacating possession or disclaimer of lease in favor of the landlord or owner of the Store premises. Each of Purchaser and JV Agent agrees that it shall be obligated to repair (or cause to be repaired) any damage caused by it (or any representative, agent or licensee thereof) to any Store during the Sale Term, ordinary wear and tear excepted.

Section 7. FF&E.

7.1 Owned FF&E. (a) JV Agent shall sell all FF&E that is owned by Merchant (the "Owned FF&E") and located at the Closing Stores, the Indiana Distribution Center, the Headquarters and the Call Center pursuant to a commission structure whereby JV Agent shall be entitled to receive a commission equal to eighteen percent (18.0%) of the gross proceeds (net only of sales taxes) from the sale of any Owned FF&E; provided, however, that Merchant shall be responsible for the payment of all expenses (including reimbursement to Agent where applicable) incurred in connection with the disposition of such Owned FF&E in accordance with a budget to be mutually agreed upon between the Merchant and JV Agent following execution of this Agreement; provided further that all such sales by JV Agent shall be at arms' length and not, for the avoidance of doubt, to an affiliate of JV Agent or Purchaser, without the prior written consent of Merchant (in consultation with the Consultation Parties (as defined in the Bid Procedures)).

(b) Purchaser will purchase all Owned FF&E located in, or otherwise held for sale at, the Designation Rights Stores and the Nebraska Distribution Center from Merchant pursuant to the terms of the APA.

7.2 Abandonment of FF&E. Agent shall be authorized to abandon any and all sold and unsold Owned FF&E in place without any cost or liability to any party. Agent shall have no responsibility whatsoever with respect to any FF&E located at the Stores, the Distribution Centers, the Headquarters or the Call Center which is not owned by Merchant.

7.3 Representations. Merchant hereby represents to Agent that (i) subject to the Sale Order, all Owned FF&E may be sold by Agent on Merchant's behalf, free and clear of all claims, liens and encumbrances of any kind and (ii) all such Owned FF&E is devoid of Hazardous Materials. Anything in this Agreement to the contrary notwithstanding, Agent will not have any obligation whatsoever to purchase, sell, make, store, handle, treat, dispose, generate, transport or remove any Hazardous Materials that may be located at the Stores, the Distribution Centers, the Headquarters, the Call Center or Merchant's other corporate offices. Agent shall have no liability to any party for any environmental action brought (i) that is related to the storage, handling, treatment, disposition, generation, or transportation of Hazardous Materials, or (ii) in connection with any remedial actions associated therewith or the Stores, the Distribution Centers, the Headquarters, the Call Center or Merchant's other corporate offices. Merchant (and not Agent) shall be solely responsible to remove from the Stores, the Distribution Centers, the Headquarters, the Call Center and Merchant's other corporate offices all Hazardous Materials. For purposes of this Agreement, the term "Hazardous Materials" means, collectively, any chemical, solid, liquid, gas, or other substance having the characteristics identified in, listed

under, or designated pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. 9601(14), as a “hazardous substance”, (ii) the Resource Conservation and Recovery Act, 42 U.S.C.A. 6903(5) and 6921, as a “hazardous waste”, or (iii) any other laws, statutes or regulations of a government or political subdivision or agency thereof, as presenting an imminent and substantial danger to the public health or welfare or to the environment or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation.

Section 8. Conduct of the Sale.

8.1 Rights of Agent. In addition to any other rights granted to Agent elsewhere in this Agreement, Agent shall be permitted to conduct the Sale (x) at the Closing Stores (and, at Purchaser’s election, in its sole discretion, at the Designation Rights Stores), as a “store closing”, “sale on everything”, “everything must go” or similar-themed sale and (ii) at the Designation Rights Stores (unless Purchaser makes the election in clause (x)), consistent with such Designation Rights Stores being operated in the ordinary course of business (but, in the case of each of clauses (x) and (y), shall not refer to any such sale as a “going out of business”, “total liquidation”, “bankruptcy ordered” or “bankruptcy liquidation” sale) throughout the Sale Term without compliance with any Liquidation Sale Laws. Agent shall conduct the Sale in the name of and on behalf of the Merchant in a commercially reasonable manner and in compliance with the terms of this Agreement and subject to the Approval Order. Agent shall conduct the Liquidation Sale in accordance with the sale guidelines attached hereto as Exhibit 8.1 (the “Sale Guidelines”). In addition to any other rights granted to Agent hereunder in conducting the Sale the Agent, in the exercise of its reasonable discretion shall have the right:

(a) to establish Sale prices and discounts and Store hours;

(b) except as otherwise expressly included as an Expense, to use without charge during the Sale Term all FF&E, bank accounts, computer hardware and software, existing Supplies, intangible assets (including, except as otherwise agreed between Purchaser and JV Agent, Merchant’s trademarks, trade names, logos and tax identification numbers), Store keys, case keys, security codes and safe and lock combinations required to gain access to and operate the Stores and the Distribution Centers, and any other assets of the Merchant located at the Stores or the Distribution Centers (whether owned, leased, or licensed);

(c) except as otherwise expressly included as an Expense, (i) to be provided by Merchant with central office facilities, central administrative services and personnel to process and perform Central Services and provide other central office services reasonably necessary for or incident to the Sale or the exercise of the designation rights pursuant to the APA (including, but not limited to, use of Merchant’s central office facilities, central administrative services, and personnel to process payroll, perform MIS, and provide other central office services necessary for the Sale to the extent that such services are normally provided by Merchant in house); (ii) to use reasonably sized offices located at Merchant’s central office facility to effect the Sale; and (iii) except as otherwise agreed between Purchaser and JV Agent, to use all customer lists, mailing lists, email lists, and web and social networking sites utilized by Merchant in connection with its business (but solely in connection with the Sale and pursuant to such reasonable restrictions requested by Merchant in order for Merchant to comply with its

privacy policy and applicable laws governing the use and dissemination of confidential consumer personal data (provided that, subject to the terms of the APA and the Approval Order, such restrictions shall not apply to Purchaser from and after the transfer of ownership of the applicable intellectual property and information to Purchaser));

(d) except as otherwise agreed between Purchaser and JV Agent, to establish and implement advertising, signage and promotion programs consistent with the (i) at the Closing Stores (and, at Purchaser's election, in its sole discretion, at the Designation Rights Stores), "store closing", "sale on everything", "everything must go", or similar theme and (ii) at the Designation Rights Stores (unless Purchaser makes the election in clause (i)), consistent with such Designation Rights Stores being operated in the ordinary course of business (but, in the case of each of clauses (i) and (ii), not referring to any such sale as a "going out of business", "total liquidation", "bankruptcy ordered" or "bankruptcy liquidation" sale), including without limitation by means of media advertising, interior and exterior signs and banners, A-frames, sign walkers and similar signage;

(e) to transfer Merchandise between and among the Stores at Agent's expense; provided, however, the Agent shall not transfer Merchandise between and among Stores so as to make the Merchandise unavailable for purposes of the Inventory Taking; provided further that no Merchandise shall be transferred between the Closing Stores, on the one hand, and the Designation Rights Stores, on the other hand, unless mutually agreed by each of JV Agent and Purchaser;

(f) to transfer Merchandise from the Distribution Center to the Stores;

(g) to supplement the Merchandise at the Stores with Additional Agent Merchandise in accordance with Section 8.9 hereof; and

(h) to conduct the Sale in accordance with the Sale Guidelines.

8.2 Terms of Sales to Customers; Final/As Is Sales. All sales of Merchandise at the Closing Stores (and, at Purchaser's election, in its sole discretion, at the Designation Rights Stores) will be "final sales" and "as is," and appropriate signage and sales receipts will reflect the same. Agent shall not warrant the Merchandise in any manner, but will, to the extent legally permissible, pass on all manufacturers' warranties to customers; provided, however, that Purchaser may elect in its sole discretion to warrant the Merchandise at the Designation Rights Stores in its sole discretion so long as neither Merchant nor JV Agent shall have any liability for any such warranty. All sales will be made only for cash, nationally recognized bank credit and debit cards. Through the date that is thirty (30) days following the Sale Commencement Date, Agent shall accept or honor employee discounts, coupons, or other customer loyalty programs, rewards or other discounts that were in effect immediately prior to the Sale Commencement Date (collectively, the "Pre-Sale Customer Rewards Programs"). Merchant shall reimburse Agent in cash for discounts and other amounts incurred in connection with honoring or accepting such Pre-Sale Customer Rewards Programs during such period as part of the weekly sale reconciliation provided for in Section 8.7(a). Agent shall clearly mark all receipts for the Merchandise sold at the Stores during the Sale Term so as to distinguish such Merchandise from the goods sold prior to the Sale Commencement Date.

8.3 Sales Taxes.

(a) During the Sale Term, all sales, excise, gross receipts and other taxes attributable to sales of Merchandise, Additional Agent Merchandise, Merchant's Consignment Goods, DSW Merchandise and/or Owned FF&E (except to the extent such sales are exempt) as indicated on Merchant's point of sale equipment (other than taxes on income, but specifically including, without limitation, gross receipts taxes) payable to any taxing authority having jurisdiction (collectively, "Sales Taxes") shall be added to the sales price of Merchandise, Additional Agent Merchandise, Merchant's Consignment Goods, DSW Merchandise and/or Owned FF&E and collected by Agent, on Merchant's behalf, at the time of sale. All Sales Taxes shall be deposited into a segregated account designated by Merchant and Agent solely for the deposit of such Sales Taxes (the "Sales Taxes Account"). Merchant shall prepare and file all applicable reports and documents required by the applicable taxing authorities, and Merchant shall promptly pay all Sales Taxes from the Sales Taxes Account. Merchant will be given access to the computation of gross receipts for verification of all such tax collections. Provided that Agent performs its responsibilities in accordance with this Section 8.3, Agent shall have no further obligation to the Merchant, the Administrative Agent, the Lenders, any taxing authority, or any other party, and Merchant (and the Administrative Agent to the extent the Administrative Agent or any Lender has received any funds on account of Sales Taxes) shall indemnify and hold harmless Agent and its officers, directors, employees, agents, representatives, independent contractors and supervisors (collectively, "Agent Indemnified Parties") from and against any and all costs, including, but not limited to, reasonable attorneys' fees, assessments, fines or penalties which Agent or any Agent Indemnified Party sustains or incurs as a result or consequence of the failure by Merchant to promptly pay such taxes to the proper taxing authorities and/or the failure by Merchant to promptly file with such taxing authorities all reports and other documents required by applicable law to be filed with or delivered to such taxing authorities. If Agent fails to perform its responsibilities in accordance with this Section 8.3, and provided Merchant complies with its obligations under this Section 8.3, Agent shall indemnify and hold harmless Merchant from and against any and all costs, including, but not limited to, reasonable attorneys' fees, assessments, fines or penalties which Merchant sustains or incurs as a result or consequence of the failure by Agent to collect Sales Taxes and/or the failure by Agent to promptly deliver any and all reports and other documents required to enable Merchant to file any requisite returns with such taxing authorities. Notwithstanding the foregoing, however, the procedures of this Section 8.3(a) shall not apply with respect to sales conducted by Purchaser in any capacity other than as agent for Merchant.

(b) Without limiting the generality of Section 8.3(a) hereof but except to the extent Purchaser makes a payment to Merchant as consideration under the APA, it is hereby agreed that, as each of Purchaser and JV Agent is conducting the Sale solely as agent for the Merchant, various payments that this Agreement contemplates that one party may make to the other party (including the payment by Purchaser and JV Agent of the Guaranteed Amount) do not represent the sale of tangible personal property and, accordingly, are not subject to Sales Taxes. For the avoidance of doubt, Section 12.2 of the APA will govern Purchaser and Merchant's obligations with respect to Transfer Taxes (as defined in the APA) imposed in connection with Purchaser's acquisition of the designation rights and certain other assets pursuant to the APA.

8.4 Supplies. Agent shall have the right to use, without charge, all existing supplies located at the Stores, Distribution Centers, the Headquarters and the Call Center, including, without limitation, boxes, bags, paper, twine and similar sales materials (collectively, “Supplies”). In the event that additional Supplies are required in any of the Stores during the Sale, Merchant agrees to promptly provide the same to Agent, if available, for which Agent shall reimburse the Merchant at Merchant’s cost therefor; provided, however, that if reasonably requested by Agent, Merchant shall assist Agent in obtaining supplies, at Agent’s expense, from Merchant’s vendors at Merchant’s usual and customary costs for such supplies.

8.5 Returns of Merchandise. Agent shall accept returns of goods sold by Merchant prior to the Sale Commencement Date (“Returned Merchandise”) for thirty (30) days following the Sale Commencement Date, provided that such return is in compliance with Merchant’s return policy in effect immediately prior to the Sale Commencement Date. If such Returned Merchandise is otherwise “Merchandise” it shall be included in the Sale at its Retail Price multiplied by a factor equal to the difference of 100% minus the then prevailing Sale discount on the date of the return. Subject to Merchant’s reimbursement to Agent in accordance with the terms of this Section 8.5, the aggregate Retail Price of the Merchandise shall be increased by the adjusted Retail Price of any Returned Merchandise included in Merchandise (determined in accordance with this Section 8.5). In addition, Merchant shall reimburse Agent in cash for any refunds or credits Agent is required to issue to customers in respect of any Returned Merchandise during each Weekly Sale Reconciliation provided for in Section 8.7. Any increases in the Guaranteed Amount as a result of Returned Merchandise shall be paid by Agent as part of the Final Reconciliation.

8.6 Gift Certificates. Through the date that is fourteen (14) days following the Sale Commencement Date, Agent shall accept Merchant’s gift certificates, gift cards, return credits, and similar merchandise credits issued by Merchant (collectively, the “Gift Certificates”). Merchant shall reimburse Agent in cash for such amounts during the Weekly Sale Reconciliation provided for in Section 8.7. Neither Agent nor Merchant shall sell any Gift Certificates.

8.7 Sale Reconciliation. On each Wednesday during the Sale Term (or, solely with respect to the Designation Rights Stores, the Designation Rights Period), Purchaser, JV Agent and Merchant shall cooperate to reconcile Expenses of the Sale, make payments/setoffs on account of the Guaranteed Amount, Agent’s Fee, E-Commerce Inventory Fee, sales of Owned FF&E, and reconcile such other Sale-related items as any such party shall reasonably request, in each case for the prior week or partial week (i.e. Sunday through Saturday), all pursuant to procedures agreed upon by Merchant, Purchaser and JV Agent (the “Weekly Sale Reconciliation”). Within thirty (30) days after the end of the Sale Term (or, if later, the Designation Rights Period), or as soon as practicable thereafter, Purchaser, JV Agent and Merchant shall complete a final reconciliation of the Sale (the “Final Reconciliation”), the written results of which shall be certified by representatives of each of Merchant, Purchaser and JV Agent as a final settlement of accounts between Merchant, on the one hand, and Purchaser and JV Agent, on the other hand, and a copy of which shall be promptly delivered to Purchaser and shall include the net sale proceeds paid by JV Agent to Sellers from all sales of Owned FF&E located at the Closing Stores. Within five (5) days after the completion of the Final Reconciliation and execution of a settlement letter including an appropriate mutual release,

Purchaser and JV Agent (as applicable) shall pay to Merchant, or Merchant shall pay to Purchaser and JV Agent (as applicable), as the case may be, any and all amounts due the other pursuant to the Final Reconciliation. Such settlement and Final Reconciliation shall be deemed approved pursuant to section 105(a) of the Bankruptcy Code and rule 9019 of the Federal Rules of Bankruptcy Procedure without further order of the Bankruptcy Court (other than the Approval Order). In the absence of an order of the Bankruptcy Court to the contrary, no disputed amounts owing hereunder shall be paid until the dispute has been resolved by agreement of Merchant, on the one hand, and Purchaser and JV Agent (as applicable), on the other hand, or as determined by the Bankruptcy Court. During the Sale Term (or, solely with respect to the Designation Rights Stores, the Designation Rights Period), and thereafter until all of Merchant's and Agent's obligations under this Agreement have been satisfied, Merchant, Purchaser and JV Agent shall have reasonable access to each other's records with respect to the Sale (including, but not limited to, Retail Price, Merchandise, Expenses, and Proceeds) to review and audit such records.

8.8 Force Majeure. If any casualty, act or threatened act of terrorism, or act of God prevents or substantially inhibits the conduct of business in the ordinary course at any of the Stores for a period of four (4) days, the Merchandise located at such Store shall, in Agent's reasonable discretion (after consultation with the Merchant), be eliminated from the Sale and considered to be deleted from this Agreement as of the date of such event, and Agent and Merchant shall have no further rights or obligations hereunder with respect thereto; provided, however, that (i) the proceeds of any insurance attributable to such Merchandise shall constitute Proceeds hereunder, and (ii) the Guaranteed Amount shall be reduced to account for any Merchandise eliminated from the Sale which is not the subject of insurance proceeds, and Merchant shall within five (5) days following written demand by Agent reimburse Agent for the amount the Guaranteed Amount is so reduced.

8.9 Additional Agent Merchandise.

(a) Agent shall be entitled to include in the Sale supplemental merchandise procured by Agent which is of like kind, and no lesser quality to the Merchandise located in the Stores as of the Sale Commencement Date ("Additional Agent Merchandise"). Agent shall be responsible for payment of the costs associated with procuring any Additional Agent Merchandise and all costs and expenses related to, or incurred in connection with, the marketing and sale of the Additional Agent Merchandise, which costs shall not constitute Expenses hereunder; provided, however, that such costs shall not include any occupancy expenses related to the Indiana Distribution Center. Notwithstanding anything to the contrary in this Agreement or the Sale Guidelines, Purchaser shall have the right to supplement the Merchandise in the Sale at the Designation Rights Stores with Additional Agent Merchandise procured by Purchaser in any manner it determines, without adherence to any restrictions set forth in this Section 8.9, the second sentence of Section 11.2(f) or the Sale Guidelines; provided that Purchaser shall not deliver Additional Agent Merchandise to any Designation Rights Store until the Inventory Taking at such Designation Rights Store is complete; provided further that, to the extent Purchaser elects not to use a "dummy" SKU in connection with such Additional Agent Merchandise, Merchant shall have no obligation to account for the processing thereof.

(b) The Additional Agent Merchandise shall at all times and for all purposes be the exclusive property of, and subject to the control of, Agent. Merchant, the Administrative

Agent and the Lenders shall cooperate with Agent with respect to all filings (including, without limitation, UCC-1 financing statements) and other actions to the extent reasonably requested by Agent in connection with the Additional Agent Merchandise. If requested by Agent, Merchant shall, at Agent's sole expense (and not as an Expense hereunder), insure the Additional Agent Merchandise and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers.

(c) Any transactions relating to the Additional Agent Merchandise are, and shall be construed as, a true consignment from Agent to Merchant. Merchant acknowledges, and the Approval Order (as and when applicable) shall provide, that the Additional Agent Merchandise shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the "UCC"). Each of Purchaser and JV Agent, as applicable, is hereby granted a legal, valid and binding first priority security interest in (i) the Additional Agent Merchandise and (ii) the Additional Agent Merchandise proceeds, which security interest Agent shall be authorized to perfect prior to entry of the Approval Order, but which security interest shall, if not sooner perfected, be deemed perfected pursuant to the Approval Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that each of Purchaser and JV Agent, as applicable, is hereby authorized to deliver any notices and file any financing statements and amendments thereof under the applicable UCC identifying Purchaser or JV Agent's, as applicable, interest in the Additional Agent Merchandise (and any proceeds from the sale thereof) as consigned goods thereunder and the Merchant as the consignee therefor, and Purchaser or JV Agent's, as applicable, security interest in such Additional Agent Merchandise and Additional Agent Merchandise proceeds). The Administrative Agent, on behalf of itself and the Lenders, hereby consents to the payment to Agent of Additional Agent Merchandise Proceeds (subject to Agent's obligation with respect to the Additional Agent Merchandise Fee payable hereunder).

(d) In order to distinguish the Additional Agent Merchandise from the Merchandise located in the Stores, Agent shall mark the Additional Merchandise using either a "dummy" SKU or department number, or in such other manner as shall enable Merchant and Agent to distinguish sales of the Additional Agent Merchandise from sales of the Merchandise. Additionally, Agent shall provide signage in the Stores notifying customers that the Additional Agent Merchandise has been included in the Sale.

8.10 Right to Monitor. Merchant shall have the right to monitor the Sale and activities attendant thereto and to be present in the Stores during the hours when the Stores are open for business; provided that Merchant's presence does not unreasonably disrupt the conduct of the Sale. Merchant shall also have a right of access to the Stores at any time in the event of an emergency situation and shall promptly notify Agent of such emergency.

Section 9. Employee Matters.

9.1 Merchant's Employees. Agent may use Merchant's Store employees in the conduct of the Sale to the extent Agent deems expedient, and Agent may select and schedule the number and type of Merchant's Store employees required for the Sale. Agent shall identify any such Store employees to be used in connection with the Sale (each such employee, a "Retained Employee"). Notwithstanding the foregoing, Merchant's employees shall at all times

remain employees of the Merchant. Agent's selection and scheduling of Merchant's employees shall at all times comply with all applicable laws and regulations. Merchant and Agent agree that, except to the extent that wages and benefits of Retained Employees constitute Expenses hereunder, nothing contained in this Agreement and none of Agent's actions taken in respect of the Sale shall be deemed to constitute an assumption by Agent of any of Merchant's obligations relating to any of Merchant's employees including, without limitation, Excluded Payroll Benefits, Worker Adjustment Retraining Notification Act ("WARN Act") claims and other termination type claims and obligations, or any other amounts required to be paid by statute or law; nor shall JV Agent or Purchaser become liable under any employment agreement, collective bargaining agreement, or be deemed a joint or successor employer with respect to such employees. Merchant shall not, without the prior consent of Agent, raise the salary or wages or increase the benefits for, or pay any bonuses or other extraordinary payments to, any Store employees prior to the Sale Termination Date. Merchant shall not transfer any employee in anticipation of the Sale nor any Retained Employee during the Sale Term, in each case without Agent's prior consent.

9.2 Termination of Employees. Agent may in its discretion stop using any Retained Employee at any time during the Sale, subject to the conditions provided for herein. In the event that Agent desires to cease using any Retained Employee, Agent shall notify Merchant at least seven (7) days prior thereto; provided, however, that, in the event that Agent determines to cease using an employee "for cause" (such as dishonesty, fraud or breach of employee duties), the seven (7) day notice period shall not apply; provided, further, however, that Agent shall immediately notify Merchant of the basis for such "cause." From and after the date of this Agreement and until the Sale Termination Date, Merchant shall not transfer or dismiss employees of the Stores except "for cause" without Agent's prior consent. Notwithstanding the foregoing, Agent shall not have the right to terminate the actual employment of any employee, but rather may only cease using such employee in the Sale and paying any Expenses with respect to such employee (and all decisions relating to the termination or non-termination of such employees shall at all times rest solely with Merchant).

9.3 Payroll Matters. During the Sale Term, Merchant shall process the payroll for all Retained Employees and any former employees and temporary labor engaged for the Sale. Each Wednesday (or such other date as may be reasonably requested by Merchant to permit the funding of the payroll accounts before such payroll is due and payable) during the Sale Term, Agent shall transfer to Merchant's payroll accounts an amount equal to the base payroll for Retained Employees plus related payroll taxes, workers' compensation and benefits for such week, to the extent such amount constitutes Expenses hereunder.

9.4 Employee Retention Bonuses. Agent may pay, as an Expense, retention bonuses ("Retention Bonuses") (which bonuses shall be inclusive of payroll taxes, but as to which no benefits shall be payable), up to a maximum of ten percent (10%) of base payroll for all Retained Employees, to certain Retained Employees who do not voluntarily leave employment and are not terminated "for cause," as Agent may determine in its discretion. The amount of such Retention Bonuses shall be in an amount to be determined by Agent, in its discretion, and shall be payable within thirty (30) days after the Sale Termination Date, and shall be processed through Merchant's payroll system.

Section 10. Conditions Precedent and Subsequent.

(a) The willingness of Agent to enter into the transactions contemplated under this Agreement is directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by Agent:

(i) All representations and warranties of the Merchant hereunder shall be true and correct in all material respects and no Event of Default shall have occurred at and as of the date hereof and on the Sale Commencement Date;

(ii) No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement (including, without limitation, the Sale);

(iii) The Bankruptcy Court shall have entered the Approval Order, in form and substance meeting the standards set forth in Section 2(b), on or before April 6, 2017;

(iv) The Bankruptcy Court shall have entered one or more interim and/or final orders, inter alia, approving Merchant's use of cash collateral;

(v) All parties to this Agreement (including, without limitation, the Administrative Agent, on behalf of itself and the Lenders) shall have executed this Agreement in the space provided therefor; and

(v) All conditions to the obligations of Purchaser and Merchant set forth in ARTICLE VIII and ARTICLE IX, respectively, of the APA shall have been satisfied (or waived in accordance with the APA).

(b) The willingness of Merchant to enter into the transactions contemplated under this Agreement is directly conditioned upon the satisfaction of the following conditions at the time or during the time periods indicated, unless specifically waived in writing by the Merchant:

(i) All representations and warranties of Agent hereunder shall be true and correct in all material respects and no Event of Default shall have occurred at and as of the date hereof and on the Sale Commencement Date;

(ii) No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement (including, without limitation, the Sale);

(iii) The Bankruptcy Court shall have entered the Approval Order; and

(iv) All parties to this Agreement (including, without limitation, the Administrative Agent, on behalf of itself and the Lenders) shall have executed this Agreement in the space provided therefor.

Section 11. Representations, Warranties and Covenants.

11.1 Merchant's Representations, Warranties and Covenants. Merchant hereby represents, warrants and covenants in favor of Agent as follows:

(a) Merchant (i) is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation; (ii) has all requisite corporate or limited liability power and authority to own, lease and operate its assets and properties and to carry on its business as presently conducted and to grant the rights intended to be granted herein as provided herein (it being understood that, from and after the date on which Merchant commences a Chapter 11 case, this representation shall be subject to the entry of the Approval Order); and (iii) is, and during the Sale Term will continue to be, duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including all jurisdictions in which any Store or Distribution Center is located, except, in each case, to the extent that the failure to be in good standing or so qualified could not reasonably be expected to have a material adverse effect on the ability of the Merchant to execute and deliver this Agreement and perform fully its obligations hereunder.

(b) Subject to entry of the Approval Order, Merchant has the right, power and authority to execute and deliver this Agreement and each other document and agreement contemplated hereby (collectively, together with this Agreement, the "Agency Documents") and to perform fully its obligations hereunder and thereunder. Subject to entry of the Approval Order, Merchant has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents, and no further consent or approval is required for Merchant to enter into and deliver the Agency Documents, to perform its obligations thereunder and to consummate the Sale, except for any such consent the failure of which to be obtained could not reasonably be expected to have a material adverse effect on the ability of Merchant to execute and deliver this Agreement and perform fully its obligations hereunder. Subject to entry of the Approval Order, each of the Agency Documents has been duly executed and delivered by the Merchant and constitutes the legal, valid and binding obligation of the Merchant enforceable in accordance with its terms.

(c) Merchant owns, and will own at all times during the Sale Term, good and marketable title to all of the Merchandise, Merchant's Consignment Goods, E-Commerce Inventory and Owned FF&E, free and clear of all security interests, liens, claims and encumbrances of any nature (other than (i) the security interests and liens of the Agent hereunder and (ii) the security interests and liens set forth on Exhibit 11.1(c)). Merchant shall not create, incur, assume or suffer to exist any security interest, lien, claim or encumbrance upon or with respect to any of the Merchandise, Merchant's Consignment Goods, DSW Merchandise, Additional Agent Merchandise, Proceeds, E-Commerce Inventory, Owned FF&E or any proceeds of any of the foregoing other than (i) as provided herein and (ii) except with respect to the Additional Agent Merchandise and its proceeds, as set forth on Exhibit 11.1(c). Subject to the entry of the Approval Order, all Merchandise, Merchant's Consignment Goods, DSW Merchandise, Additional Agent Merchandise, E-Commerce Inventory and Owned FF&E may be sold by Agent free and clear of all security interests, liens, claims and encumbrances of any nature; provided that (i) any security interests, liens, claims or encumbrances that may have

attached to any of the foregoing prior to such sale shall attach only to the Guaranteed Amount and such other amounts due by Agent to Merchant hereunder and (ii) Merchant shall remain obligated to pay to DSW any portion of the receipts of sales of DSW Merchandise (exclusive of Sales Taxes) required to be paid to DSW under the terms of agreements with DSW as in existence on the date hereof.

(d) Merchant has maintained its pricing files (including, without limitation, the Merchandise File) and records in the ordinary course of business, and prices charged to the public for goods (whether in-Store, by advertisement, online or otherwise) are the same in all material respects as set forth in such pricing files for the periods indicated therein (without consideration of any Excluded Pricing Adjustments). All pricing files (including, without limitation, the Merchandise File) and records are true and accurate in all material respects as to the actual cost to Merchant for purchasing the goods referred to therein and as to the selling price to the public for such goods without consideration of any Excluded Pricing Adjustments, as of the dates and for the periods indicated therein. Merchant represents that (i) the ticketed prices of all items of Merchandise do not and shall not include any Sales Taxes and (ii) all registers located at the Stores are programmed to correctly compute all Sales Taxes required to be paid by the customer under applicable law, as such calculations have been identified to Merchant by its retained service provider.

(e) Through the Sale Commencement Date, Merchant has ticketed or marked, and shall continue to ticket or mark, all items of inventory received at the Stores in a manner consistent with similar Merchandise located at the Stores, and in accordance with Merchant's ordinary course past practices and policies relative to pricing and marking inventory.

(f) Since February 1, 2017, Merchant has not, and through the Sale Commencement Date Merchant shall not, purchase for or transfer to or from any of the Stores any merchandise or goods outside the ordinary course.

(g) To Merchant's knowledge, all Merchandise and E-Commerce Inventory is in compliance with all applicable federal, state and local product safety laws, rules and standards. Merchant shall provide Agent with its historic policies and practices, if any, regarding product recalls prior to the Sale Commencement Date. Merchant owns or possesses all right, title and interest in and to all material permits, licenses, franchises, orders, consents, authorizations, registrations, certificates, variances, exceptions, approvals and similar rights obtained from governments and governmental agencies relating to the Stores or the operations conducted at the Stores, and all deposits or bonds in connection therewith (collectively, the "Permits") that are necessary to own and operate the Stores, including, without limitation, all Permits required under any federal, state or local law relating to public health and safety, employee health and safety, pollution or protection of the environment, other than in each case failures to so own or possess all right, title and interest that would not prevent or materially impair Merchant's consummation of the transactions contemplated by this Agreement. Merchant is in compliance with the terms and conditions of such material Permits and has received no notices within the past year (nor does it have any knowledge of any threatened notice) that it is in violation of any of the terms or conditions of such Permits, except for any noncompliance or violation that would not prevent or materially impair the Merchant's consummation of the transactions contemplated by this Agreement. Merchant has conducted and continues to conduct its business, in all material

respects, in accordance with all applicable laws and governmental orders applicable to Merchant or any of its assets or properties, and to the best of its knowledge Merchant is not in material violation of any such law or governmental order, including, without limitation, any law, now in effect, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, labor, health, safety or hazardous materials, except for any noncompliance or violation that would not prevent or materially impair the Merchant's consummation of the transactions contemplated by this Agreement.

(h) Subject to the provisions of the Approval Order, Agent shall have the right during the Sale Term to the unencumbered use and occupancy of, and peaceful and quiet possession of, the Stores and the Distribution Centers, the assets currently located at the Stores and the Distribution Centers, and the utilities and other services provided at the Stores and the Distribution Centers. Merchant shall, throughout the Sale Term, maintain in good working order, condition and repair (at its own expense, except as expressly set forth herein) all cash registers, heating systems, air conditioning systems, alarm systems, elevators, escalators and all other mechanical devices necessary or appropriate for the conduct of the Sale at the Stores and the Distribution Centers. Except as otherwise restricted by the Bankruptcy Code upon filing of the Bankruptcy Case, and absent a bona fide dispute, throughout the Sale Term, Merchant shall remain current on all expenses and payables necessary or appropriate for the conduct of the Sale.

(i) Subject to approval by the Bankruptcy Court, Merchant has paid, and will continue to pay throughout the Sale Term, all self-insured or Merchant-funded employee benefit programs for Store employees, including health and medical benefits and insurance and all proper claims made or to be made in accordance with such programs.

(j) Since February 1, 2017, Merchant has not taken, and shall not throughout the Sale Term take, any actions with the intent of increasing the Expenses of the Sale, including without limitation increasing salaries or other amounts payable to employees; except to the extent an employee was due an annual raise in the ordinary course.

(k) Prior to the execution of this Agreement, Merchant has provided Agent reasonable access to all pricing and cost files, computer hardware, software and data files, inter-Stores transfer logs, markdown schedules, invoices, style runs and all other documents relative to the price, mix and quantities of inventory located at the Stores and the Distribution Centers or on order or in transit.

(l) To Merchant's knowledge, all documents, information and supplements provided by Merchant to Agent in connection with Agent's due diligence and the negotiation of this Agreement were true and accurate in all material respects at the time provided.

(m) Other than filing the Bankruptcy Case, no action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or governmental body has been instituted by or against the Merchant, or has been settled or resolved, or to Merchant's knowledge, is threatened against or affects Merchant, relative to Merchant's business or properties, which questions the validity of this Agreement, or that if adversely determined, would materially and adversely affect the conduct of the Sale.

(n) Supplies have not been, since February 1, 2017, and shall not be, prior to the Sale Commencement Date, transferred by Merchant to or from the Stores so as to alter the mix or quantity of supplies at the Stores from that existing on such date, other than in the ordinary course of business.

(o) Since February 1, 2017, Merchant (i) has not (and shall not, up to the Sale Commencement Date) marked up or raised the price of any items of Merchandise, (ii) has not reduced the price of any items of Merchandise, (iii) has sold inventory during such period at customary prices consistent with the ordinary course of business, and has not offered any promotions or discounts or promoted or advertised any sales or in-store promotions (including POS promotions) to the public other than as described on Exhibit 11.1(o) (in all cases whether or not consistent with Merchant's ordinary course of business consistent with historic periods) and (iv) has not removed or altered any tickets or any indicia of clearance merchandise or POS promotion. Since February 1, 2017, Merchant has operated, and, except as provided herein, through the Sale Commencement Date, Merchant covenants to continue to operate, the Stores in all material respects in the ordinary course of business including without limitation by: (i) selling inventory during such period at customary prices consistent with the ordinary course of business and not offering any promotions or discounts or promoting or advertising any sales or in-store promotions (including POS promotions) to the public other than as described on Exhibit 11.1(o) (in all cases whether or not consistent with Merchant's ordinary course of business consistent with historic periods); (ii) not returning inventory, supplies, fixtures, furniture or equipment to vendors and not transferring inventory, supplies, fixtures, furniture or equipment out of or to the Stores; or (iii) except as may occur in the ordinary course of business, not making any management personnel moves or changes at the Stores; subject in each case to the Merchant's filing of the Bankruptcy Cases. Since February 1, 2017, Merchant has not transferred, and will not transfer, any inventory to or from any of Merchant's retail locations other than the Stores and the Distribution Centers from or to any Store or Distribution Center. Merchant acknowledges and agrees that, on or after the Sale Commencement Date, it shall not offer any promotions or discounts at the Stores.

(p) Merchant is not a party to any collective bargaining agreements with its employees. No labor unions represent Merchant's employees at any Store. There are currently no strikes, work stoppages, or other labor disturbances affecting any Distribution Center or any Store, or Merchant's central office facilities.

(q) No Store lease or similar occupancy agreement has expired, nor shall expire at any time until the conclusion of the Sale Term in such Store (by its terms or otherwise).

(r) Merchant has not since February 1, 2017, knowingly shipped any Excluded Defective Merchandise from the Distribution Centers to the Stores. Merchant will not knowingly ship any Excluded Defective Merchandise from the date of this Agreement from the Distribution Centers to the Stores.

(s) During the Sale Term applicable to any Store or, to the extent a notice is delivered pursuant to Section 4.1(s), Distribution Center, and for purposes of conducting the Sale at such Store or Distribution Center, (A) Agent shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, such Store or Distribution Center and the

assets currently located at such Store or Distribution Center, in each case subject to the extent of Merchant's rights and entitlement to use the same, and the services provided at such Store to the extent Merchant is entitled to such services and (B) Merchant shall not assign, reject, terminate or vacate any lease relating to any such Store or Distribution Center where such assignment, rejection, termination or vacatur would have an effective date on or prior to the applicable Sale Termination Date or Vacate Date for such Store or Distribution Center

(t) Merchant agrees and covenants that it shall retain sufficient funds, or make other arrangements satisfactory to Merchant and Agent, to enable Merchant to fully satisfy and perform its obligations under this Agreement and Merchant shall use those funds to fully satisfy and perform its obligations under this Agreement.

(u) No investigation or due diligence conducted by Agent shall limit, modify or negate any of the foregoing representations or warranties.

11.2 Agent's Representations, Warranties and Covenants. Each of Purchaser and JV Agent hereby represents, warrants and covenants in favor of Merchant as follows:

(a) Agent: (i) is a limited liability company duly and validly existing and in good standing under the laws of the state of its organization; (ii) has all requisite power and authority to carry on its business as presently conducted and to consummate the transactions contemplated hereby; (iii) is, and during the Sale Term will continue to be, duly authorized and qualified to do business and in good standing in each jurisdiction where the nature of its business or properties requires such qualification, including all jurisdictions in which the Stores are located, except, in each case, to the extent that the failure to be in good standing or so qualified could not reasonably be expected to have a material adverse effect on the ability of Agent to execute and deliver this Agreement and perform fully its obligations hereunder.

(b) Agent has the right, power and authority to execute and deliver each of the Agency Documents to which it is a party and to perform fully its obligations thereunder. Agent has taken all necessary actions required to authorize the execution, delivery and performance of the Agency Documents, and no further consent or approval is required on the part of Agent for Agent to enter into and deliver the Agency Documents, to perform its obligations thereunder and to consummate the Sale. Each of the Agency Documents has been duly executed and delivered by the Agent and constitutes the legal, valid and binding obligation of Agent enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is consider in a proceeding in equity or at law). No court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for, Agent's consummation of the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefor, other than as provided herein. No contract or other agreement to which Agent is a party or by which Agent is otherwise bound will prevent or impair the consummation of the transactions contemplated by this Agreement.

(c) No action, arbitration, suit, notice or legal administrative or other proceeding before any court or governmental body has been instituted by or against Agent, or has been settled or resolved or, to Agent's knowledge, has been threatened against or affects Agent, which questions the validity of this Agreement or any action taken or to be taken by Agent in connection with this Agreement or which, if adversely determined, would have a material adverse effect upon Agent's ability to perform its obligations under this Agreement.

(d) The Sale shall be conducted in compliance with all applicable state and local laws, rules and regulations and Merchant's leases and other agreements, except as otherwise provided in this Agreement or the Approval Order.

(e) Absent prior consent by the Merchant, except to the extent otherwise required by this Agreement, Agent will not cause any non-emergency repairs or maintenance (emergency repairs are repairs necessary to preserve the security of a Store premise or to ensure customer safety) to be conducted at the Stores.

(f) To the best of Agent's knowledge, all Additional Agent Merchandise are in compliance with all applicable federal, state or local product safety laws, rules and standards. All Additional Agent Merchandise shall be of like kind and no lesser quality to the Merchandise located in the Stores on the Sale Commencement Date.

Section 12. Insurance.

12.1 Merchant's Liability Insurance. Merchant shall continue at its cost and expense (subject to Section 4.1(x)) until the Sale Termination Date, in such amounts as it currently has in effect, all of its liability insurance policies, including, but not limited to, commercial general liability, products liability, comprehensive public liability, auto liability and umbrella liability insurance, covering injuries to persons and property in, or in connection with, Merchant's operation of the Stores; and Merchant shall cause each of Purchaser and JV Agent to be named as additional insureds or loss payees (as its interest may appear) with respect to all such policies. Merchant shall deliver to Purchaser and JV Agent certificates evidencing such insurance setting forth the duration thereof and naming Purchaser and JV Agent as additional insureds or loss payees (as its interest may appear), in form reasonably satisfactory to Purchaser and JV Agent. All such policies shall require at least thirty (30) days' prior notice to Purchaser and JV Agent of cancellation, non-renewal or material change. In the event of a claim under any such policies, Merchant shall be responsible for the payment of all deductibles, retentions or self-insured amounts thereunder, unless it is determined that liability arose by reason of the willful misconduct or grossly negligent acts or omissions of Agent, or Agent's employees, independent contractors or agents. Merchant shall not make any change in the amount of any deductibles, retentions or self-insurance amounts prior to the Sale Termination Date without Purchaser's and JV Agent's prior written consent.

12.2 Merchant's Casualty Insurance. Merchant shall provide, as an Expense, throughout the Sale Term fire, flood, theft and extended coverage casualty insurance covering the Merchandise (and, if requested, at Agent's expense not as an Expense hereunder, the Additional Agent Merchandise) in a total amount equal to no less than the retail value thereof. From and after the date of this Agreement until the Sale Termination Date, all such policies will

also name Purchase and JV Agent as additional insureds or loss payees (as its interest may appear). In the event of a loss to the Merchandise on or after the date of this Agreement, the Proceeds of such insurance attributable to the Merchandise shall constitute Proceeds hereunder (net of any applicable deductible). Prior to the Sale Commencement Date, Merchant shall deliver to Purchaser and JV Agent certificates evidencing such insurance, setting forth the duration thereof and naming Purchaser and JV Agent as additional insureds or loss payees (as its interest may appear), in form and substance reasonably satisfactory to Purchaser and JV Agent. All such policies shall require at least thirty (30) days' prior notice to the Agent of cancellation, non-renewal or material change. Merchant shall not make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without Purchaser's and JV Agent's prior written consent.

12.3 Agent's Insurance. Purchaser and JV Agent shall each maintain at such party's cost as an Expense hereunder throughout the Sale Term, in such amounts as it currently has in effect, commercial general liability policies covering injuries to persons and property in or in connection with Purchaser's and JV Agent's agency at the Stores, and shall cause Merchant to be named as an additional insured with respect to such policies. Purchaser and JV Agent shall deliver to Merchant certificates evidencing such insurance policies setting forth the duration thereof and naming Merchant as an additional insured, in form and substance reasonably satisfactory to Merchant. In the event of a claim under any such policies, Purchaser or JV Agent, as applicable, shall be responsible as an Expense hereunder for the payment of all deductibles, retentions or self-insured amounts thereunder, unless it is determined that liability arose by reason of the willful misconduct or grossly negligent acts or omissions of Merchant or Merchant's employees, independent contractors or agents (other than Agent or Agent's employees, agents or independent contractors). All such policies shall require at least thirty (30) days' prior notice to the Merchant of cancellation, non-renewal or material change. Purchaser and JV Agent shall not make any change in the amount of any deductibles or self-insurance amounts prior to the Sale Termination Date without Merchant's prior written consent.

12.4 Worker's Compensation Insurance. Subject to approval by the Bankruptcy Court, Merchant shall at all times during the Sale Term maintain in full force and effect workers' compensation insurance (including employer liability insurance) covering all Retained Employees in compliance with all statutory requirements and in such amounts as it currently has in effect. Prior to the Sale Commencement Date, Merchant shall deliver to Purchase and JV Agent certificates evidencing such insurance.

Section 13. Indemnification.

13.1 Merchant's Indemnification. Merchant shall indemnify and hold any Agent Indemnified Party harmless from and against all claims, causes of action, demands, penalties, losses, liability, damage, or other obligations, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to: (i) Merchant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in any Agency Document; (ii) subject to Agent's compliance with its obligations under Section 8.3 hereof, any failure by Merchant to pay any Sales Taxes to the proper taxing authorities or to properly file with any taxing authorities any reports or documents required by applicable law to be filed in respect thereof; (iii) subject to

Agent's satisfaction of its obligations pursuant to Sections 4.1(a) and (b) hereof, any failure of Merchant to pay to its employees any wages, salaries or benefits due to such employees during the Sale Term or other claims asserted against Agent by Merchant's employees resulting from Merchant's (and not Agent's) treatment of its employees; (iv) any consumer warranty or products liability claims relating to Merchandise; (v) any liability or other claims asserted by customers, any of Merchant's employees, or any other person against any Agent Indemnified Party (including, without limitation, claims by employees arising under collective bargaining agreements, worker's compensation or under the WARN Act), other than any such matter arising from the willful misconduct or gross negligence of Agent or its officers, directors, employees, agents or supervisors; (vi) any harassment or any other unlawful, tortious, or otherwise actionable treatment of any customers, employees or agents of Agent by Merchant or any of its representatives; (vii) so long as Agent complies with its obligations under Sections 4.1 and 4.2, any failure of Merchant to pay any Occupancy Expenses or Central Services Expenses during the Sale Term; (viii) the gross negligence (including omissions) or willful misconduct of the Merchant, its officers, directors, employees, agents (other than Agent) or representatives.

13.2 Agent Indemnification. Each of Purchaser and JV Agent shall indemnify and hold the Merchant and its officers, directors, employees, agents and representatives harmless from and against all claims, causes of action, demands, penalties, losses, liability, damage, or other obligations, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from, or related to: (i) Purchaser's or JV Agent's, as applicable, material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in any Agency Document; (ii) any claims by any party engaged by Purchaser or JV Agent, as applicable, as an employee or independent contractor arising out of such employment; (iii) any harassment or any other unlawful, tortious or otherwise actionable treatment of any customers, employees or agents of the Merchant by Purchaser or JV Agent, as applicable, or any of its representatives; (iv) as set forth in Section 8.3 above; (v) any consumer warranty or product liability claims relating to Additional Agent Merchandise included by Purchaser or JV Agent, as applicable; and (vi) the gross negligence (including omissions) or willful misconduct of Purchaser or JV Agent, as applicable, its officers, directors, employees, agents or representatives.

Section 14. Defaults. The following shall constitute "Events of Default" hereunder:

(a) The Merchant or Agent shall fail to perform any material obligation hereunder if such failure remains uncured five (5) days after receipt of written notice thereof;

(b) Any representation or warranty made by the Merchant or Agent proves untrue in any material respect as of the date made and, to the extent curable, continues uncured five (5) days after written notice to the defaulting party; or

(c) The granting of a motion by any party to convert the Merchant's bankruptcy case to a case under another chapter of the Bankruptcy Code (other than chapter 11) or to appoint a chapter 11 trustee.

(d) The Sale is terminated prior to the Sale Termination Date or materially interrupted or impaired for any reason other than (i) an Event of Default by Agent, (ii) any other

material breach or action by Agent not authorized hereunder or (iii) events or circumstances described in Section 8.8; provided that it shall be an Event of Default if the Sale is terminated prior to Sale Termination Date or materially interrupted or impaired at more than ten (10) Stores for a period of at least four (4) days at each such Store as a result of one or more events or circumstances described in Section 8.8).

Upon an Event of Default, the non-defaulting party (in the case of (a) or (b) above), or Agent (in the case of (c) or (d) above) may in its discretion elect to terminate this Agreement, and any party's damages or entitlement to equitable relief on account of an Event of Default shall (in addition to the right to terminate as provided above) be determined by the Bankruptcy Court

Section 15. Agent's Security Interest.

(a) Effective upon payment by Agent of the Initial Guaranty Payment and issuance of the Letter of Credit, Merchant hereby grants to JV Agent first priority (subject to Section 15(b) below), senior security interests in and liens upon: (i) the Merchandise and E-Commerce Inventory located at the Closing Stores and the Distribution Center Merchandise and On-Order Merchandise delivered thereto; (ii) all Proceeds (including, without limitation, credit card Proceeds and the Designated Deposit Accounts) from the sale thereof and all proceeds from the sale of E-Commerce Inventory; (iii) the Owned FF&E located at the Closing Stores, the Indiana Distribution Center, the Headquarters and the Call Center; (iv) all proceeds from the sale or other disposition of such Owned FF&E; (v) Agent's commission regarding the sale or other disposition of Merchant's Consignment Goods under Section 5.4 hereof at the Closing Stores; and (vi) all "proceeds" (within the meaning of Section 9-102(a)(64) of the Code) of each of the foregoing (all of which are collectively referred to herein as the "JV Agent Collateral"), to secure the full payment and performance of all obligations of Merchant to Agent hereunder. Effective upon payment by Agent of the Initial Guaranty Payment and issuance of the Letter of Credit, Merchant hereby grants to Purchaser first priority (subject to Section 15(b) below), senior security interests in and liens upon: (i) the Merchandise located at the Designation Rights Stores, and the Distribution Center Merchandise and On-Order Merchandise delivered thereto; (ii) all Proceeds (including, without limitation, credit card Proceeds and the Designated Deposit Accounts) from the sale thereof; (iii) the Owned FF&E located at the Designation Rights Stores and the Nebraska Distribution Center; (iv) all proceeds from the sale or other disposition of such Owned FF&E; (v) Agent's commission regarding the sale or other disposition of Merchant's Consignment Goods under Section 5.4 hereof at the Designation Rights Stores; and (vi) all "proceeds" (within the meaning of Section 9-102(a)(64) of the Code) of each of the foregoing (all of which are collectively referred to herein as the "Purchaser Collateral"), to secure the full payment and performance of all obligations of Merchant to Agent hereunder. Upon occurrence of all of the entry of the Approval Order, payment of the Initial Guaranty Payment, and issuance of the Letter of Credit, the security interests and liens granted to JV Agent and Purchaser hereunder shall be deemed properly perfected without the necessity of filing UCC-1 financing statements or any other documentation.

(b) Without any further act by or on behalf of Purchaser or JV Agent or any other party (including, without limitation, the Administrative Agent or any Lender), Purchaser's and JV Agent's respective security interests in and liens upon Purchaser Collateral and the JV Agent Collateral created hereunder are (i) validly created, (ii) effective upon the occurrence of

all of the entry of the Approval Order, payment of the Initial Guaranty Payment, and issuance of the Letter of Credit, perfected, and (iii) senior to all other liens and security interests, provided, however, that (i) until the Merchant receives payment in full of the Guaranteed Amount and all other amounts required to be paid by Purchaser or JV Agent, as applicable, to Merchant hereunder, the security interest and lien granted to Purchaser or JV Agent, as applicable, hereunder shall remain junior and subordinate in all respects to the security interests and lien of the Administrative Agent, on behalf of the Lenders, in the Agent Collateral but solely to the extent and amount of the unpaid portion of the Guaranteed Amount and other amounts payable hereunder by Purchaser or JV Agent, applicable, and (ii) upon payment in full of the Guaranteed Amount and all other amounts payable hereunder, any security interest or lien of the Administrative Agent or any of the Lenders in Purchaser Collateral or the JV Agent Collateral, as applicable, shall be junior and subordinate in all respects to the security interests and liens of Purchaser or JV Agent, as applicable. Merchant, the Administrative Agent and the Lenders shall cooperate with Purchaser and JV Agent with respect to all filings (including (without limitation) UCC-1 financing statements) and other actions to the extent reasonably requested by Purchaser and JV Agent in connection with the security interests and liens granted under this Agreement.

(c) Merchant will not sell, grant, assign or transfer any security interest in, or permit to exist any lien or encumbrance on, any of Purchaser Collateral or the JV Agent Collateral other than in favor of Purchaser or JV Agent, as applicable, and as set forth on Exhibit 11.1(c).

(d) In the event of an occurrence of an Event of Default by the Merchant hereunder, in any jurisdiction where the enforcement of its rights hereunder is sought, Purchaser and JV Agent shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Code.

(e) “Code” shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of Delaware.

Section 16. Termination.

16.1 Termination. This Agreement may be terminated prior to the Sale Commencement Date as follows:

(a) by mutual written agreement of Purchaser, JV Agent and Merchant;

(b) by any of Purchaser, JV Agent or Merchant if there shall be in effect an applicable law or order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby (it being understood that the lack of entry of the Approval Order shall not permit termination of this Agreement except as set forth in Section 16.1(g)); provided that the right to terminate this Agreement under this Section 16.1(b) shall not be available to any party whose breach of this Agreement shall have been the cause of, or shall have resulted in such applicable law or order that restrains, enjoins or prohibits the consummation of the transactions contemplated hereby;

(c) by Purchaser or JV Agent (provided that such party is not then in material breach of any representation, warranty, covenant, or other agreement contained herein), if there

shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of Merchant, which breach is not cured within seven (7) days following written notice to Merchant or which breach, by its nature, cannot be cured prior to the Sale Commencement Date;

(d) by Merchant (provided that Merchant is not then in material breach of any representation, warranty, covenant, or other agreement contained herein), if there shall have been a material breach or misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of Purchaser or JV Agent, which breach is not cured within seven (7) days following written notice to Purchaser and JV Agent or which breach, by its nature, cannot be cured prior to the Sale Commencement Date;

(e) by Purchaser or JV Agent, upon an order of the Bankruptcy Court approving, or the filing by or on behalf of Merchant of a motion or other request to approve, any financing, refinancing, acquisition, divestiture, public offering, recapitalization, business combination or reorganization of or involving all or a material portion of, collectively, the Merchandise and the Owned FF&E (other than any transaction with JV Agent or Purchaser or an affiliate of JV Agent or Purchaser) or any standalone plan of reorganization for Merchant involving the retention of all or a material portion of, collectively, the Merchandise and the Owned FF&E;

(f) by Purchaser or JV Agent, if the Bid Procedures Order shall fail to be in full force and effect or shall have been stayed, reversed or modified without such party's written consent;

(g) by Purchaser or JV Agent, if the Approval Order shall not have been entered by the Bankruptcy Court on or prior to April 6, 2017 (or by such later date as shall be mutually agreed to by Purchaser, JV Agent and Merchant in writing);

(h) by any of Purchaser, JV Agent or Merchant, if the Sale Commencement Date shall not have occurred by April 7, 2017 (or by such later date as shall be mutually agreed to by Purchaser, JV Agent and Merchant in writing), provided that the right to terminate this Agreement under this Section 16.1(h) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Sale Commencement Date to occur on or before such date;

(i) by Purchaser or JV Agent, in the event that the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code is appointed in the Bankruptcy Case; and

(j) by any of Purchaser, JV Agent or Merchant if the APA is terminated in accordance with its terms for any reason whatsoever.

In the event that this Agreement is validly terminated as provided herein, then each of the parties to this Agreement shall be relieved of its duties and obligations arising under this Agreement after the date of such termination; provided, however, that the provisions of Sections 16 and 17 shall survive any such termination and shall be enforceable hereunder; provided further,

however, that nothing in this Section 16.1 shall be deemed to release any party from liability for any breach of its obligations under this Agreement.

Section 17. Miscellaneous.

17.1 Notices. All notices and communications provided for pursuant to this Agreement shall be in writing and sent by email, by hand, by facsimile or by Federal Express or other recognized overnight delivery service, as follows:

If to JV Agent:

Tiger Capital Group, LLC
340 N. Westlake Boulevard, Suite 260
Westlake Village, CA 91362
Attn: Dan Kane
Facsimile: (805) 497-2211
Email: DKane@TigerGroup.com

Great American Group
21860 Burbank Blvd
Woodland Hills, CA 91367
Attn: Scott Carpenter, President GA Retail
Alan N. Forman, EVP & GC
Facsimile: (818) 746-9170
Email: scarpenter@greatamerican.com;
aforman@brileyfin.com

With a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attn: Scott K. Charles, Esq.;
Neil M. Snyder, Esq.
Facsimile: (212) 403-2000
Email: skcharles@wlrk.com;
nmsnyder@wlrk.com

If to Purchaser:

Specialty Retailers, Inc.
c/o Stage Stores, Inc.
2425 West Loop South
Houston, TX 77027
Attn: Chadwick P. Reynolds
Email: creynolds@stagestores.com

With a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza

825 Eighth Avenue
New York, NY 10019
Attn: Eric L. Schiele; Paul H. Zumbro; David J. Perkins
Email: eschiele@cravath.com;
pzumbro@cravath.com; dperkins@cravath.com

If to the Merchant: Gordmans Stores, Inc.
1926 South 67th Street
Omaha, NE 68106
Attn: Andrew T. Hall
Facsimile: (402) 691-4269
Email: andy.hall@gordmans.com

With a copy (which
shall not constitute
notice) to:

Kirkland & Ellis LLP
300 N. LaSalle
Chicago, IL 60654
Attn: Patrick J. Nash, P.C.;
Gerald T. Nowak, P.C.
Brad Weiland
Bradley Reed
Facsimile: (312) 862-2200
Email: patrick.nash@kirkland.com;
gerald.nowak@kirkland.com;
brad.weiland@kirkland.com
bradley.reed@kirkland.com

If to the
Administrative Agent
or any Lender:

Wells Fargo Capital Finance
One Boston Place, 19th Floor
Boston, MA 02108
Attn: D. Michael Murray
Facsimile: (855) 471-2616
Email: donald.m.murray@wellsfargo.com

With a copy (which
shall not constitute
notice) to:

Riemer & Braunstein LLP
7 Times Square Tower, Suite 2506
New York, NY 10036

Attn: Steven E. Fox
Facsimile: (212) 789-3195
Email: SFox@riemerlaw.com

Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110
Attn: Jeffrey M. Wolf
Facsimile: (617) 279-8447
Email: wolfje@gtlaw.com

17.2 Governing Law/Exclusive Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to any conflict of laws provisions thereof, except where governed by the Bankruptcy Code. Each of the parties hereto irrevocably and unconditionally submits, for itself and its properties, to the exclusive jurisdiction of the Bankruptcy Court, in any action or proceeding arising out of or relating to this Agreement.

17.3 Amendments. This Agreement may not be modified except in a written instrument executed by each of Merchant and Agent; provided, however, that no modification may be made to Sections 3.1, 3.2, 3.3 or 15 or this Section 17.3, or modify or amend any other provision of this Agreement as to obligations of the Administrative Agent or any Lender, or limit or eliminate any rights expressly granted hereunder to the Administrative Agent or any Lender, in each case without the written consent of the Administrative Agent.

17.4 No Waiver. No consent or waiver by any party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party. Failure on the part of any party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

17.5 Currency. All reference to dollars in this Agreement and all schedules, exhibits, and ancillary documents related to this Agreement shall refer to US dollars.

17.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and Merchant, including but not limited to any chapter 11 or chapter 7 trustee. No party to this Agreement shall be permitted to assign its obligations under this Agreement; provided that any entity comprising Agent may assign its rights and obligations under this Agreement to one or more persons affiliated with, or formed by, such entity without consent of any other party hereto (but with prior written notice to Merchant), provided such assigning entity shall remain obligated hereunder; provided, further, that any entity comprising Agent may assign its right to receive payments under this Agreement collaterally to its lender as security. Any assignee of any lease for any Designation Rights Store is an intended third-party beneficiary of Sections 6.1 and 6.2 as they relate to the rights of such assignee.

17.7 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each such counterpart shall be deemed an original but all such counterparts together shall constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of a facsimile machine, electronic mail or other electronic transmission in which the actual signature is evident, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute original forms hereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine, electronic mail, or other electronic transmission in which the actual signature is evident to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine, electronic mail or other electronic transmission in which the actual signature is evident as a defense to the formation of a contract and each party forever waives such defense. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against which enforcement is sought.

17.8 Section Headings. The headings of Sections of this Agreement are inserted for convenience only and shall not be considered for the purpose of determining the meaning or legal effect of any provisions hereof.

17.9 Wiring of Funds. All amounts required to be paid by Agent or the Merchant under any provision of this Agreement shall be made by wire transfer of immediately available funds which shall be wired by Agent or Merchant, as applicable, no later as 2:00 p.m. (Eastern Time) on the date that such payment is due; provided, however, that all of the information necessary to complete the wire transfer has been received by Agent or Merchant, as applicable, by 10:00 a.m. (Eastern Time) on the date that such payment is due. In the event that the date on which any such payment is due is not a business day, then such payment shall be made by wire transfer on the next business day.

17.10 Nature of Remedies. Except to the extent expressly set forth herein, all rights, remedies, powers, privilege and adjustments under Sections 3.1(b), 3.1(c), 3.4 and 11.1(o) shall be in addition to and not in limitation of those provided elsewhere in this Agreement or by applicable law. No failure to exercise and no delay in exercising, on the part of the Agent, any right, remedy, power, privilege or adjustment hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, privilege, or adjustment hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, privilege, or adjustment.

17.11 Further Assurances. From time to time, and without further consideration, each of Merchant and Agent covenants and agrees that each such party shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as the other party may reasonably request as necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement (including satisfaction of all closing conditions that are within the control of Merchant or Agent, as applicable, and reasonably cooperating with the Sale), and shall lend all reasonable assistance to the other party in conducting the Sale and otherwise in the carrying out of the intentions and purposes of this

Agreement. Each of Merchant and Agent further covenants and agrees that it shall promptly deliver to the other party all such information and documents as such party shall reasonably request in connection with the Sale.

17.12 Bid Protections. Nothing in this Agreement, the APA or the Approval Order shall constitute a waiver of JV Agent's right to receive the Bid Protections (as defined in the Bid Procedures) or any other rights of JV Agent under the Bid Procedures Order or the Bid Procedures. Accordingly, JV Agent shall be entitled to receive (and Merchant shall pay to JV Agent on the Sale Commencement Date), all Bid Protections to which JV Agent is entitled under the Bid Procedures Order and the Bid Procedures given that JV Agent is participating in a Joint Bid (as defined in the Bid Procedures) that is the Successful Bid (as defined in the Bid Procedures).

17.13 Agent. Each party hereto acknowledges and agrees that (A) (i) on the one hand, the obligations of JV Agent for the Closing Stores and the Indiana Distribution Center (including, without limitation, obligations arising from the conduct of the Sale at the Closing Stores and the Indiana Distribution Center), the Expenses payable with respect to the Closing Stores and the Indiana Distribution Center and any indemnification obligations arising from the actions of JV Agent and its officers, directors, employees, agents or representatives and (ii) on the other hand, the obligations of Purchaser for the Designation Rights Stores and the Nebraska Distribution Center (including, without limitation, obligations arising from the conduct of the Sale at the Designation Rights Stores), the Expenses payable with respect to the Designation Rights Stores and the Nebraska Distribution Center, any indemnification obligations arising from the actions Purchaser and its officers, directors, employees, agents or representatives and any amounts payable by Purchaser under the APA shall be several, and not joint and (B) solely with respect to the Guaranteed Amount and Expenses other than those that are payable with respect to the Closing Stores, the Designation Rights Stores, the Indiana Distribution Center and the Nebraska Distribution Center, Purchaser and JV Agent shall be jointly and severally responsible.

17.14 Entire Agreement. This Agreement, the APA and any separate agreements between JV Agent and Purchaser (which separate agreements shall not in any way affect any of Merchant's rights or expand its obligations hereunder) contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals, letters of intent or representations, written or oral, with respect thereto.

IN WITNESS WHEREOF, the Agent and the Merchant hereby execute this Agreement by their duly authorized representatives as a sealed instrument as of the day and year first written above.

GORDMANS STORES, INC.

By: _____
Name: James. B. Brown
Title: Executive Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

GORDMANS INTERMEDIATE HOLDING CORP.

By: _____
Name: James. B. Brown
Title: Executive Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

GORDMANS, INC.

By: _____
Name: James. B. Brown
Title: Executive Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

GORDMANS MANAGEMENT COMPANY, INC.

By: _____
Name: James. B. Brown
Title: Executive Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

GORDMANS DISTRIBUTION COMPANY, INC.

By:_____

Name: James. B. Brown

Title: Executive Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

GORDMANS LLC

By:_____

Name: James. B. Brown

Title: Executive Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

Signature Page to Agency Agreement

TIGER CAPITAL GROUP, LLC

By: _____
Name:
Title:

GREAT AMERICAN GROUP WF, LLC

By: _____
Name:
Title:

SPECIALTY RETAILERS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

**WELLS FARGO BANK, N.A.,
on behalf of itself and the Lenders**

By: _____
Name:
Title:

EXHIBIT B

Form of Sale Order

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

In re:	§	
	§	Chapter 11
GORDMANS STORES, INC., <i>et al.</i> , ¹	§	
	§	Case No.: 17-80304 (TLS)
	§	
Debtors.	§	Jointly Administered
	§	

**ORDER PURSUANT TO SECTIONS 105(A), 363, 365 AND 554 OF THE
BANKRUPTCY CODE (I) APPROVING THE DEBTORS' ENTRY
INTO AGENCY AGREEMENT AND ASSET PURCHASE AGREEMENT,
(II) AUTHORIZING THE DEBTOR
TO SELL CERTAIN MERCHANDISE THROUGH LIQUIDATION SALES,
(III) AUTHORIZING THE ABANDONMENT OF UNSOLD PROPERTY, (IV)
AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES
AND INTERESTS, AND (V) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), having filed their Motion to (I) Establish Bidding Procedures and (II) Approve the Bid Protections Related to the Disposition of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests [Doc. No. 24] (the “Sale Motion”); and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over the matters raised by the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that consideration of the Sale Motion and the relief requested therein is a “core” proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Sale Motion having been given, and it appearing

¹ The Debtors in these chapter 11 cases, along with the last four (4) digits of their taxpayer identification number, are Gordmans Stores, Inc. (1987); Gordmans, Inc. (1211); Gordmans Management Company, Inc. (5281); Gordmans Distribution Company, Inc. (5421); Gordmans Intermediate Holdings Corp. (9938); and Gordmans LLC (1987). The location of the debtors’ service address is: 1926 South 67th Street, Omaha, Nebraska, 68106.

that no other notice need be given; and the Debtors, Specialty Retailers, Inc. (the “Purchaser”) and the joint venture comprised of Tiger Capital Group, LLC and Great American Group WF, LLC (collectively, the “JV Agent” and, together with Purchaser, the “Agent”) having agreed upon terms and conditions, as set forth in that certain Agency Agreement, dated as of March 31, 2017, attached hereto as Exhibit A (the “Agency Agreement”), for, inter alia, (i) the JV Agent to act as the Debtors’ exclusive agent to conduct a “store closing”, “sale on everything”, “everything must go”, or similar sale or other disposition and (ii) the Purchaser to act as the Debtors’ exclusive agent to conduct either (A) sales on a going-concern basis or (B) a “store closing”, “sale on everything”, “everything must go”, or similarly themed sale (clauses (i) and (ii), as further described below, the “Sale”) of all of Debtors’ Merchandise² and E-Commerce Inventory located at (or to be shipped to) the Debtors’ Stores, the Merchant’s Consignment Goods, the DSW Merchandise, the Additional Agent Merchandise and the Owned FF&E, each as identified in the Agency Agreement, with each such sale to be free and clear of any and all liens, claims and encumbrances of any kind or nature, and further subject to the terms and provisions of the Agency Agreement and this Order; and the Debtors and the Purchaser having agreed upon terms and conditions, as set forth in that certain Asset Purchase Agreement, dated as of March 31, 2017, attached hereto as Exhibit B (the “Asset Purchase Agreement”) for, inter alia, the Purchaser to acquire (i) designation rights (the “Designation Rights”) with respect to the Designation Rights Properties and the Designation Rights Contracts (each as defined in the Asset Purchase Agreement), (ii) the Acquired Inventory (as defined in the Asset Purchase Agreement),

² All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Sale Motion, the Agency Agreement or the Asset Purchase Agreement, as applicable. In the event of a conflict between any of the terms and provisions of this Order, on the one hand, and any of the terms and provisions of the Agency Agreement or the Asset Purchase Agreement, on the other hand, the terms and provisions of this Order shall control.

(iii) all of Debtors' rights in and to the Acquired Intellectual Property (as defined in the Asset Purchase Agreement), (iv) the Acquired FF&E (as defined in the Asset Purchase Agreement) and (v) certain other assets described more fully in the Asset Purchase Agreement (such other assets, together with the Designation Rights, the Acquired Inventory, all of Debtors' rights in and to the Acquired Intellectual Property and the Acquired FF&E, the "Acquired Assets"); and the transactions represented by the Agency Agreement and the Asset Purchase Agreement having been determined to be the highest and best offer for the Debtors' assets; and a hearing having been held on March 20, 2017 (the "Bid Procedures Hearing"), whereupon the Court entered the Order (I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Bid Protections Related to the Disposition of Certain Assets Free and Clear of Liens, Claims, Encumbrances and Interests [Doc. No. 159] (the "Bid Procedures Order"); and the Debtors having filed its Declaration of James B. Brown in Support of First Day Motions dated March 13, 2017 (the "First Day Declaration") [Doc. No. 14]; and the Debtors having received no higher and/or better bids than the transactions represented by the Agency Agreement and the Asset Purchase Agreement; and an approval and sale hearing having been held on April 5, 2017 (the "Approval Hearing") to consider the relief requested in the Sale Motion and approval of the Agency Agreement and the Asset Purchase Agreement and the transactions set forth therein (collectively, the "Transactions"); and appearances of all interested parties having been noted on the record of the Approval Hearing; and upon all of the proceedings had before the Court (including, but not limited to, the testimony and other evidence proffered or adduced at the Bid Procedures Hearing and the Approval Hearing); and the Court having found and determined that (i) the relief sought in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and (ii) that the legal and factual bases set forth in the Sale

Motion establish good, sufficient and just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT³:

A. **Jurisdiction:** This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1134. Approval of the Debtors' entry into the Agency Agreement and the Asset Purchase Agreement, and the transactions contemplated thereby is a "core" proceeding under 28 U.S.C. §§ 157(b)(2)(A), (D), (N) and (O).

B. **Venue:** Venue of this chapter 11 case in this District of Nebraska is proper pursuant to 28 U.S.C. § 1409(a).

C. **Statutory Predicates:** The statutory predicates for the approval of the Agency Agreement and the Asset Purchase Agreement and the Transactions contemplated therein are sections 105, 363, 364, 365 and 554 of the Bankruptcy Code and Rules 2002, 4001, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

D. **Notice:** Proper, timely, adequate and sufficient notice of the Sale Motion and the Approval Hearing has been provided in accordance with sections 102(1), 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 6006, and in compliance with the Bid Procedures Order. No other or further notice is required.

E. **Opportunity to be Heard:** A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion and the Transactions pursuant thereto has been afforded to all interested persons and entities, including, without limitation, the following: (i) the

³ The findings of fact and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

Official Committee of Unsecured Creditors (the “Committee”); (ii) each lender party to that certain Loan, Guaranty and Security Agreement, dated as of February 20, 2009 (as amended, amended and restated or otherwise modified prior to the date hereof, the “Pre-Petition Credit Agreement”), by and among the Debtors, the lenders (and other secured parties) party thereto or secured therewith (the “Lenders”), and Wells Fargo Bank, National Association, as administrative agent (the “Administrative Agent”), (iii) the Administrative Agent, (iv) the United States Trustee for the District of Nebraska; (v) the Offices of the Attorney General for each state where the Debtors operate a Store or Distribution Center (each, a “Location”); (vi) the Internal Revenue Service; (vii) the Agent; (viii) all landlords for the Locations; (ix) all parties identified by the Debtors as potentially interested purchasers; (x) all parties who are known to possess or assert an interest in the assets that are the subject of the Agency Agreement and the Asset Purchase Agreement, including, without limitation, the Merchandise, the E-Commerce Inventory, the Merchant’s Consignment Goods, the DSW Merchandise, the Additional Agent Merchandise, the Owned FF&E (in each case, as defined in the Agency Agreement) and the Acquired Assets (collectively, the “Assets”); (xi) all parties who are known to possess or assert a secured claim against the Assets; (xii) the relevant taxing authorities having jurisdiction over any of the Debtors, the Locations or the Assets; (xiii) all related government entities that have an interest in regulating the Sale or any of the other Transactions; and (xiv) all entities on the general case service list as of the date of entry of the Bid Procedures Order ((i) through (xiv) collectively, the “Notice Parties”). The notice provided constitutes good and sufficient notice of the Sale Motion and the Approval Hearing, and no other or further notice of the Sale Motion, the Approval Hearing or the entry of this Order need be given.

F. **The Bid Procedures:** As set forth in the Bid Procedures Order, and as demonstrated by (i) the First Day Declaration, (ii) the testimony and other evidence proffered or adduced at the Bid Procedures Hearing and the Approval Hearing, and (iii) the representations of counsel made on the record at the Bid Procedures Hearing and the Approval Hearing, the best interests of the Debtors will be served by this Court granting the relief requested in the Sale Motion.

G. **Marketing Process:** As demonstrated by (i) the First Day Declaration, (ii) the testimony and other evidence proffered or adduced at the Bid Procedures Hearing and the Approval Hearing, and (iii) the representations of counsel made on the record at the Bid Procedures Hearing and the Approval Hearing, the Debtors have thoroughly marketed the Assets and have conducted the bidding solicitation fairly, with adequate opportunity for parties that either expressed an interest in acquiring or liquidating the Assets, or whom the Debtors believed may have an interest in acquiring or liquidating the Assets, to submit competing bids. The Debtors and the Agent have negotiated and undertaken their roles leading to the Sale and the other Transactions and entry into the Agency Agreement in a diligent, non-collusive, fair and good faith manner.

H. **Auction:** At the auction held in accordance with the Bidding Procedures (as defined in the Bid Procedures Order) and taking into account revisions and improvements to the terms of the Joint Bid (as defined in the Bidding Procedures) made during the course of the auction, the Debtors, in the exercise of their business judgment and in consultation with the Committee and its counsel and financial advisors, determined that the Joint Bid was higher and better than the Stalking Horse Bid (as defined in the Bid Procedures Order) and, accordingly, the Joint Bid was determined to be the Successful Bid (as defined in the Bidding Procedures).

Notice thereof was filed with this Court on March 30, 2017, *Notice of Designation of Winning Bid* [Doc. No. 265], and a status conference was held with this Court thereafter on March 30, 2017, during which the Debtors reported the results of the auction and parties in interest were given the opportunity to ask questions relating thereto.

I. **Highest and Best Offer:** The Agency Agreement and the Asset Purchase Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agency Agreement and the Asset Purchase Agreement, are (i) the highest and best offer received by the Debtors for the Assets, (ii) fair and reasonable, and (iii) in the best interests of the Debtors, their estate, their creditors and all other parties in interest. There is no legal or equitable reason to delay entry into the Agency Agreement or the Asset Purchase Agreement, and the Transactions contemplated therein, including, without limitation, the Sale and the sale of the Acquired Assets to the Purchaser.

J. **Business Judgment:** The Debtors' decisions to (i) enter into the Agency Agreement and the Asset Purchase Agreement and (ii) perform under and make payments required by the Agency Agreement and the Asset Purchase Agreement are reasonable exercises of the Debtors' sound business judgment consistent with their fiduciary duties and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

K. **Personally Identifiable Information:** The Transactions do not require the appointment of a consumer privacy ombudsman with respect to personally identifiable information, as defined in section 101(41A) of the Bankruptcy Code ("Personally Identifiable Information") pursuant to section 363(b)(1) of the Bankruptcy Code because the Transactions are consistent with the Debtors' privacy policy.

L. **Time of the Essence:** Time is of the essence in effectuating the Agency Agreement and the Asset Purchase Agreement and proceeding with the Sale, the sale of the Acquired Assets to the Purchaser and the other Transactions contemplated therein without interruption. Based on the record of the Bid Procedures Hearing and the Approval Hearing, and for the reasons stated on the record at the Bid Procedures Hearing and the Approval Hearing and in the First Day Declaration, the conduct of the Sale under the Agency Agreement and the sale of the Acquired Assets to the Purchaser pursuant to the Asset Purchase Agreement and the other Transactions in accordance with the terms of the Agency Agreement, the Asset Purchase Agreement and this Order must be commenced rapidly following entry of this Order to maximize the value that the Agent may realize from the Sale, the purchase of the Acquired Assets and the other Transactions and that the Debtors may realize from consummating the transactions contemplated by the Agency Agreement and the Asset Purchase Agreement. Accordingly, cause exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rules 4001(a) and 6004(h), and permit the immediate effectiveness of this Order.

M. **Sale Free and Clear:** The Debtors are the sole and lawful owners of the Assets (other than (i) the Additional Agent Merchandise, as to which the JV Agent or the Purchaser, as applicable, is the sole and lawful owner and (ii) the DSW Merchandise). The Assets (other than the Additional Agent Merchandise and the DSW Merchandise) constitute property of the Debtors' estate and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. A sale of the Assets other than one free and clear (subject to the terms of the Agency Agreement, the Asset Purchase Agreement and this Order) of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff and recoupment) and interests, including, without limitation, security interests of whatever kind or

nature, mortgages, conditional sale or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, local and ad valorem taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, COBRA, CERCLA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “Liens”) and without the protections of this Order would hinder the Debtors’ ability to obtain the consideration provided for in the Agency Agreement and the Asset Purchase Agreement, and thus, would impact materially and adversely the value that the Debtors’ estates would be able to obtain for the sale of such Assets. But for the protections afforded to the JV Agent and the Purchaser under the Bankruptcy Code and this Order, the JV Agent and the Purchaser would not have offered to pay the consideration contemplated in the Agency Agreement and the Asset Purchase Agreement. In addition, each entity with a Lien upon the Assets, (i) has consented to the Sale and the sale and disposition of the Assets in the manner contemplated by the Agency Agreement, the Asset Purchase Agreement and this Order or is deemed to have consented to the Sale and the sale of the Acquired Assets in the manner contemplated by the Agency Agreement,

the Asset Purchase Agreement and this Order, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Liens who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Agency Agreement and the Asset Purchase Agreement and the consummation of the Sale and the sale of the Acquired Assets to the Purchaser and the Transactions free and clear of Liens are appropriate pursuant to section 363(f) of the Bankruptcy Code and are in the best interests of the Debtors' estates, their creditors and other parties in interest. The JV Agent and the Purchaser have not agreed to assume and shall have no obligations with respect to any liabilities of the Debtors or their subsidiaries or affiliates other than, solely with respect to the Purchaser, the Assumed Obligations (as defined in the Asset Purchase Agreement).

N. **Arms-Length Sale:** The Guaranteed Amount and other consideration to be paid by the JV Agent and the Purchaser under the Agency Agreement and the Asset Purchase Agreement were negotiated at arm's-length and constitute reasonably equivalent value and fair and adequate consideration for the Acquired Assets and the right to serve as the Debtors' exclusive agent to conduct the Sale of the Assets and consummate the other Transactions under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof or the District of Columbia. The terms and conditions set forth in the Agency Agreement and the Asset Purchase Agreement are fair and reasonable under these circumstances and were not entered into

for the purpose of, nor do they have the effect of, hindering, delaying or defrauding the Debtors or their creditors under any applicable laws.

O. **Good Faith:** The Debtors, their members, directors, officers, employees, agents and representatives, the JV Agent, its members, directors, officers, employees, agents and representatives, and the Purchaser, its directors, officers, employees, agents and representatives actively participated in the bidding process and acted in good faith. Each of the Agency Agreement and the Asset Purchase Agreement was negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith as that term is used in sections 363(m) and 364(e) of the Bankruptcy Code. The JV Agent and the Purchaser shall be protected as good faith purchasers by sections 363(m) and 364(e) of the Bankruptcy Code in the event that this Order is reversed, modified, amended or vacated on appeal or by a subsequent order of the Court or any other court. The Debtors were free to deal with any other party interested in buying or selling on behalf of the Debtors' estates some or all of the Assets. None of the Debtors, the JV Agent or the Purchaser engaged in any conduct that would cause or permit the Sale, the sale of the Acquired Assets or the other Transactions, the Agency Agreement, the Asset Purchase Agreement or any related action or transaction to be avoided under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. Neither the JV Agent nor the Purchaser has violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, neither the JV Agent nor the Purchaser has acted in a collusive manner with any person and were not controlled by any agreement among bidders. The JV Agent's and the Purchaser's prospective performance and payment of amounts owing under the Agency Agreement and the Asset Purchase Agreement are each in good faith and for valid business purposes and uses.

P. **Insider Status:** Neither the Agent nor the Purchaser is an “insider” or “affiliate” of the Debtors as those terms are defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders exists between the JV Agent, the Purchaser and the Debtors.

Q. **Security Interests:** The liens provided for in the Agency Agreement and this Order to secure the obligations of the Debtors under the Agency Agreement to the JV Agent and the Purchaser are necessary to induce the JV Agent and the Purchaser to agree to terms for the Agency Agreement and the Asset Purchase Agreement that maximize value for the Debtors’ estates. The absence of such protections would impact materially and adversely the value available to the Debtors. But for the protections afforded to the JV Agent and the Purchaser under the Bankruptcy Code, this Order, the Agency Agreement and the Asset Purchase Agreement, the JV Agent and the Purchaser would not have agreed to pay the Debtors the compensation and consideration provided for under the Agency Agreement and the Asset Purchase Agreement. In addition, the Lenders and the Administrative Agent, by executing and delivering the Agency Agreement, have consented to the security interests provided for in the Agency Agreement, subject to the satisfaction of the conditions set forth in the Agency Agreement, the Bid Procedures Order and this Order.

R. **Corporate Authority:** Subject to the entry of this Order, the Debtors (i) have full corporate or other power to execute, deliver and perform their obligations under the Agency Agreement and the Asset Purchase Agreement and all other transactions contemplated thereby, and entry into the Agency Agreement and the Asset Purchase Agreement has been duly and validly authorized by all necessary corporate or similar action, (ii) have all of the corporate or other power and authority necessary to consummate the Sale, the sale of the Acquired Assets and

the other Transactions, and (iii) have taken all actions necessary to authorize and approve the Agency Agreement, the Asset Purchase Agreement, the Sale, the sale of the Acquired Assets and the other Transactions. No consents or approvals, other than those expressly provided for herein or in the Agency Agreement or the Asset Purchase Agreement, are required for the Debtors to consummate the Sale, the sale of the Acquired Assets or the other Transactions.

S. **No Successor Liability:** None of the sale, transfer or other disposition of the Assets or otherwise pursuant to the Agency Agreement or the Asset Purchase Agreement, entry into the Agency Agreement or the Asset Purchase Agreement or the consummation of the other Transactions will subject the JV Agent or the Purchaser to any liability for claims, obligations or Liens asserted against the Debtors or the Debtors' interests in such Assets by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger or substantial continuity or similar theories. Neither the JV Agent nor the Purchaser is the alter ego of, a successor in interest to or a continuation of the Debtors or their estates and there is no continuity between either of the JV Agent or the Purchaser, on the one hand, and the Debtors, on the other hand. Neither the JV Agent nor the Purchaser is holding itself out to the public as a continuation of the Debtors. Neither the JV Agent nor the Purchaser is a successor to the Debtors or their estates and consummation of the Sale, the sale of the Acquired Assets and the other transactions contemplated by the Agency Agreement and the Asset Purchase Agreement do not amount to a consolidation, merger, or de facto merger of the JV Agent and the Purchaser, on the one hand, and the Debtors, on the other hand.

T. **No Sub Rosa Plan:** Entry into the Agency Agreement, the Asset Purchase Agreement and the Sale, the sale of the Acquired Assets and the other Transactions neither

impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtor. Entry into the Agency Agreement and the Asset Purchase Agreement do not constitute a *sub rosa* chapter 11 plan.

U. **Assumption and Assignment:** The potential assumption and assignment of any Potential Assigned Agreement (as defined in the Asset Purchase Agreement) pursuant to the terms of this Order are integral to the Agency Agreement and the Asset Purchase Agreement and are in the best interests of the Debtors and their estates, creditors, and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

V. **Approval Order and Sale Order:** This Order shall constitute the Approval Order as contemplated under the Agency Agreement and the Sale Order as contemplated under the Asset Purchase Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

A. Sale Motion Granted; Objections Overruled

1. The relief requested by the Debtors is **GRANTED** as set forth herein, and the Sale, the sale of the Acquired Assets and the other transactions contemplated by this Order, the Agency Agreement and the Asset Purchase Agreement are approved as set forth herein.

2. Subject to Paragraphs 43-51 below, any remaining objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled in all respects and denied.

B. The Agency Agreement and the Asset Purchase Agreement Are Approved and Authorized

3. Subject to the provisions of this Order, the Agency Agreement and the Asset Purchase Agreement are approved pursuant to sections 105, 363, 364, 365 and 554 of the

Bankruptcy Code and Rules 2002, 4001, 6004, 6006 and 9014 of the Bankruptcy Code. The Debtors are hereby authorized, empowered and directed to enter into and perform under the Agency Agreement and the Asset Purchase Agreement (including, without limitation, consummating the Sale, the sale of the Acquired Assets and the other Transactions and reaching an agreement and resolution regarding the final reconciliation contemplated by the Agency Agreement, which agreement and resolution shall be binding on all parties (including, without limitation, the Debtors, the Committee, any successor chapter 7 or chapter 11 trustee, and all other parties in interest) without further order of the Court). Each of the Agency Agreement and the Asset Purchase Agreement is hereby approved in its entirety and is incorporated herein by reference. The failure to include specifically any particular provision of the Agency Agreement or the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Agency Agreement and the Asset Purchase Agreement and all of their provisions, payments and transactions, be authorized and approved in their entirety. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

4. The Debtors are authorized, pursuant to Sections 105 and 363(b) and (f) of the Bankruptcy Code and solely in accordance with the Agency Agreement, to retain the JV Agent and the Purchaser to conduct the Sale and the other Transactions and to sell the Assets in the manner contemplated by the Agency Agreement.

5. Each of the Sale, the sale of the Acquired Assets and the other Transactions provided for under the Agency Agreement and the Asset Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, but not limited to, the laws of each state in which

the Assets are located. The Transactions approved by this Order are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

6. All amounts payable by any Debtor to the JV Agent or the Purchaser under the Agency Agreement or the Asset Purchase Agreement shall be payable to the JV Agent or the Purchaser, as applicable, without the need for any application of the JV Agent or the Purchaser therefor or any further order of the Court.

7. Subject to the provisions of this Order, the Debtors, the JV Agent and the Purchaser are hereby authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to (i) conduct the Sale and consummate the sale of the Assets subject to the Sale, (ii) conduct Liquidation Sales (as defined in the Agency Agreement) in accordance with the Agency Agreement and the sale guidelines attached hereto as Exhibit C (the “Guidelines”), which Guidelines are hereby approved in their entirety, and (iii) consummate the sale of the Acquired Assets in accordance with the Asset Purchase Agreement.

8. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, the JV Agent, the Purchaser and each of their respective members, directors, officers, employees and agents are hereby authorized and directed to execute such documents and to take any and all such actions as may be necessary or desirable to carry out the Sale and the sale of the Acquired Assets, consummate the Sale, the sale of the Acquired Assets and the other Transactions and effectuate or implement the Agency Agreement and the Asset Purchase Agreement and the Sale, the sale of the Acquired Assets, the other Transactions and related actions contemplated or set forth therein. Each of the JV Agent and the Purchaser is specifically authorized to act on behalf of the Debtors in connection with the Sale and the other Transactions and no other consents or approvals are necessary or required for the Debtors to carry out the Sale, the sale of the Acquired Assets and

the other Transactions or effectuate the Agency Agreement, the Asset Purchase Agreement, the Sale, the sale of the Acquired Assets, the other Transactions and related actions contemplated or set forth therein.

9. Except, solely with respect to the Purchaser, as expressly set forth in the Asset Purchase Agreement, neither the JV Agent nor the Purchaser shall assume, or in any way be liable or responsible for, any claim or liability against any of the Debtors, whether known or unknown, whether asserted or unasserted, whether accrued or unaccrued, whether contingent or not, whether at law or in equity or otherwise, whether existing on the date hereof or arising thereafter and whether relating to or arising out of the Debtors' business, the Assets, any excluded assets or otherwise (including, without limitation, (x) liabilities based on any successor liability theory and (y) liabilities relating to the pre-petition or post-petition operation of the Debtors' business or the Assets (or the use of the Assets)). Neither the JV Agent nor the Purchaser shall have any successor liability whatsoever with respect to any Liens or claims of any nature that may exist against the Debtors (or any predecessor or affiliate of any of the Debtors)). Neither the JV Agent nor the Purchaser shall be or shall be deemed to be: (i) a successor in interest within the meaning of any law, including any revenue, successor liability, pension, labor, ERISA, COBRA, bulk-transfer, products liability, tax or environmental law, rule or regulation, or any theory of successor or transferee liability, antitrust, environmental product line, de facto merger or substantial continuity or similar theories; or (ii) a joint employer, co-employer or successor employer with the Debtors. Except as may be provided in the Agency Agreement with regard to the payment of Expenses under Section 4.1 thereof and the Asset Purchase Agreement, neither the JV Agent nor the Purchaser shall have any obligation to pay the Debtors' wages, bonuses, severance pay, vacation pay, WARN act claims (if any), benefits or

any other payments to employees of the Debtors, including pursuant to any collective bargaining agreement, employee pension plan, or otherwise; provided that the foregoing shall in no way limit the indemnification obligations of the JV Agent and the Purchaser under Section 13.2 of the Agency Agreement.

C. Conduct of the Sale

10. Pursuant to sections 105(a), 363(b), 363(f), 365(a) and 365(f) of the Bankruptcy Code, the JV Agent and the Purchaser shall be authorized to sell all of the Assets to be sold pursuant to the Agency Agreement and, upon the occurrence of the Closing or the applicable Assignment Date (each as defined in the Asset Purchase Agreement) and pursuant to the terms of the Asset Purchase Agreement, the Acquired Assets shall be transferred to the Purchaser, in each case free and clear of any and all Liens (including, without limitation, the liens and security interests, as the same may have been amended from time to time, of the Administrative Agent and the Lenders) whether arising by agreement, any statute or otherwise and whether arising before, on or after the date on which these chapter 11 cases were commenced, with any presently existing Liens (including, but not limited to, the liens and security interests, as the same may have been amended from time to time, of the Administrative Agent or the Lenders) encumbering all or any portion of the Assets, the Proceeds or any of proceeds of the foregoing attaching solely to the Guaranteed Amount and other amounts payable by the JV Agent or the Purchaser to the Debtors under the Agency Agreement or the Asset Purchase Agreement, with the same validity, priority, force and effect as the same had with respect to the assets at issue, subject to any and all defenses, claims and/or counterclaims or setoffs that may exist; provided that Merchant shall remain obligated to pay to DSW any portion of the receipts of sales of DSW Merchandise (exclusive of Sales Taxes) required to be paid to DSW under the terms of agreements with DSW

as in existence on the date hereof; provided further that (a) upon receipt of the Initial Guaranty Payment, the Debtors shall pay to the Administrative Agent (for distribution to the Administrative Agent and the Lenders) the lesser of (x) the Guaranteed Amount (as determined based on the Debtors' books and records) and (y) the amount required to repay the Administrative Agent and the Lenders in full and (b) upon delivery of the Letter of Credit by each of Purchaser and JV Agent pursuant to the terms of the Agency Agreement, the Debtors shall deliver the Letter of Credit to the Administrative Agent for the benefit of itself and the Lenders, in each case per the terms of and in accordance with, inter alia, Paragraph 5 of the *Interim Order Pursuant to §§ 105, 361, 362, and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014 Granting Debtors' Emergency Motion for Use of Cash Collateral and Scheduling a Final Hearing* [Doc. No. 94] (the "Interim Cash Collateral Order"). In connection with the foregoing, the Debtors shall maintain a cash balance of at least \$[4] million in their bank accounts in reserve and shall not disburse the same absent the prior written consent of the Administrative Agent and the Lenders, until such time as the JV Agent and Purchaser release the Administrative Agent and the Lenders from their obligations under Section 3.3(f) of the Agency Agreement and Paragraph 62 below. For the sake of clarity, however, nothing in this paragraph is intended to diminish the liens in favor of the JV Agent and the Purchaser, as reflected in the Agency Agreement and this Order, that attach to the Proceeds (as defined in and subject to the terms of the Agency Agreement) of the Sale and certain Assets and other amounts.

11. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, *lis pendens* or other documents or agreement evidencing Liens on the Assets shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Liens that the

person or entity, except the Administrative Agent, on behalf of the Lenders, subject in each case to Paragraph 32 below, has with respect to the Assets, each such person or entity is hereby directed to deliver all such statements, instruments, and releases and the Debtors, the JV Agent and the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same. The JV Agent and the Purchaser are authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such Lien. Each and every federal, state and local governmental unit is hereby directed to accept any and all documents and instruments necessary or appropriate to give effect to the Sale, the sale of the Acquired Assets and the other Transactions. Moreover, effective as of the Closing or the applicable Assignment Date, the Purchaser (and its successors and assigns) shall be designated and appointed the Debtors' true and lawful attorney, with full power of substitution, in the Debtors' name and stead, on behalf and for the benefit of the Purchaser (and its successors and assigns), to demand and receive any and all of the Acquired Assets to be acquired at the Closing or the applicable Assignment Date and to give receipts and releases for and in respect of such Acquired Assets, or any part thereof, and from time to time to institute and prosecute in the Debtors' name, for the benefit of the Purchaser (and its successors and assigns), any and all proceedings at law, in equity or otherwise, which the Purchaser (and its successors and assigns) may deem proper for the collection or reduction to possession of any of the Acquired Assets, and to do all acts and things with respect to the Acquired Assets which the Purchaser (and its successors and assigns) shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Debtors.

12. All entities that are presently in possession of some or all of the Assets or other property in which the Debtors hold an interest that are or may be subject to the Agency Agreement or the Asset Purchase Agreement hereby are directed to surrender possession of such Assets or other property to the JV Agent or the Purchaser.

13. Unless otherwise ordered by the Court, all newspapers and other advertising media in which the Sale and the other Transactions may be advertised and all landlords for the Locations are directed to accept this Order as binding authority so as to authorize the Debtors, the JV Agent and the Purchaser to effect the Agency Agreement, the Asset Purchase Agreement and to consummate the Sale, the sale of the Acquired Assets and the other Transactions, including, without limitation, to conduct and (subject to any agreement between the JV Agent and the Purchaser) advertise the Sale and the other Transactions in the manner contemplated by the Agency Agreement and the Asset Purchase Agreement.

14. Subject to the terms of the Agency Agreement and any related agreement between the JV Agent and the Purchaser, during the Sale Term, the JV Agent and the Purchaser shall be granted a royalty-free non-exclusive license and right to use the Debtors' trademarks, trade names, logos, e-mail lists, mailing lists, customer lists, websites, URLs, domain names and social media sites (including, without limitation, Facebook and Twitter) relating to and used in connection with the operation of the Stores and the Distribution Centers, solely for the purpose of advertising the Sale and the other Transactions in accordance with the terms of the Agency Agreement.

15. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors, the JV Agent and the Purchaser, as applicable, are permitted to abandon property of the Debtors' estate (including, without limitation, E-Commerce Inventory, Merchant's Consignment Goods, DSW Merchandise

and Owned FF&E) in accordance with the terms and provisions of the Agency Agreement, without the JV Agent or the Purchaser incurring liability to any person or entity that may claim an interest in such abandoned property; provided, however, that unless the JV Agent or the Purchaser, as applicable, otherwise consents, the Debtors may only abandon property located in any Location on or after the applicable Vacate Date. In the event of any such abandonment, all applicable landlords shall be authorized to dispose of such property without any liability to any individual or entity that may claim an interest in such abandoned property, and such abandonment shall be without prejudice to any landlord's right to assert any claim based on such abandonment and without prejudice to the Debtors' or other party in interest's right to object thereto.

16. Before any sale, abandonment or other disposition of the Debtors' computers (including software) and/or cash registers and any other point of sale Owned FF&E located at the Closing Stores (collectively, "POS Equipment") which may contain customer lists, identifiable personal and/or confidential information about the Debtors' employees and/or customers, or credit card numbers ("Confidential Information") takes effect, the Debtors (and not the JV Agent) shall take reasonable attempts to remove or cause to be removed the Confidential Information from the POS Equipment, and unless otherwise notified by Debtors in writing to the contrary, the JV Agent shall be entitled to assume and presume that the Debtors have satisfactorily completed such steps at or prior to the time of any such sale, abandonment or other disposition; provided that the foregoing is not intended in any way to limit the acquisition of the Acquired Intellectual Property by the Purchaser as provided for in the Asset Purchase Agreement.

17. Nothing in this Order, the Agency Agreement or the Asset Purchase Agreement releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order, the Agency Agreement or the Asset Purchase Agreement shall in any way (i) diminish the obligation of any entity to comply with environmental laws, or (ii) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as Debtors in possession under the Bankruptcy Code. Nothing herein shall be construed to be a determination that the JV Agent or the Purchaser is an operator with respect to any environmental law or regulation. Further, nothing herein permits the Debtors, the JV Agent or the Purchaser to conduct any Sale at a Closing Store (as defined in the Agency Agreement) beyond the stated expiration under the lease for such Closing Store or extends the term of the lease for such Closing Store. Moreover, the Sale shall not be exempt from, and the JV Agent and the Purchaser shall be required to comply with, laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, “General Laws”). Nothing in this Order shall alter or affect the Debtors’, the JV Agent’s or the Purchaser’s obligations to comply with all applicable federal safety laws and regulations. Nothing in this Order shall be deemed to bar any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors’ or the Agent’s right to assert in that forum or before this Court that any such laws are not in fact General Laws

or that such enforcement is impermissible under the Bankruptcy Code, this Order, or otherwise. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

D. Disputes Between Government Units and the Debtors or the Agent

18. To the extent that the conduct of the Sale is subject to any federal, state or local statute, ordinance, or rule, or licensing requirement directed at regulating “going out of business”, “total liquidation”, “store closing”, “sale on everything”, “everything must go” or similar inventory liquidation sale, or bulk sale laws (each a “GOB Law”, and together the “GOB Laws”), including laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the Sale and the other Transactions and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions or any fast pay laws that would otherwise apply to the Sale and the other Transactions (collectively, the “Liquidation Laws”), the following provisions shall apply:

a. Except to the extent of the reserved rights of Governmental Units expressly granted elsewhere in this Order, the Debtors, the JV Agent and the Purchaser are hereby authorized to take such actions as may be necessary and appropriate to implement the Agency Agreement and to conduct, advertise, post signs and banners, utilize signwalkers and otherwise promote the Sale as a “store closing”, “sale on everything”, “everything must go”, or similarly themed sale (but not as a “going out of business”, “total liquidation”, “bankruptcy ordered” or “bankruptcy liquidation” sale) (including, without limitation, by means of media advertising,

interior and exterior banners, A-frames and similar signage and the use of sign walkers and street signage) without further consent of any person (other than the Debtors as expressly provided for in the Agency Agreement), in accordance with the terms and conditions of the Agency Agreement and this Order and, with respect to Liquidation Sales, the Guidelines and without further compliance with the GOB Laws and the Liquidation Laws, except those designed to protect public health and safety.

b. Provided that the Sale is conducted in accordance with the terms of this Order, the Agency Agreement and, with respect to Liquidation Sales, the Guidelines, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors shall be presumed to be in compliance with any GOB Laws and Liquidation Laws and, subject to the provisions of this Order, are authorized to conduct the Sale in accordance with the terms of this Order and, with respect to Liquidation Sales, the Guidelines without the necessity of further showing compliance with any such GOB Laws and Liquidation Laws.

c. Within five (5) business days of entry of this Order, the Debtors shall serve copies of this Order, the Agency Agreement and the Guidelines via e-mail, facsimile or regular mail, on: (i) the Attorney General's office for each state where the Sale and the other Transactions will be held, (ii) the county consumer protection agency or similar agency for each county where the Sale will be held, (iii) the division of consumer protection for each state where the Sale will be held; and (iv) the chief legal counsel for each such local jurisdiction.

d. To the extent there is a dispute arising from or relating to the Sale, this Order, the Agency Agreement or, with respect to Liquidation Sales, the Guidelines, which dispute relates to any GOB Laws or Liquidation Laws (a "Reserved Dispute"), the Court shall retain exclusive

jurisdiction to resolve the Reserved Dispute. Any time within fifteen (15) days following service of this Order, any Governmental Unit may assert that a Reserved Dispute exists by serving written notice of such Reserved Dispute to counsel for the Debtors and counsel for each of the JV Agent and the Purchaser at the addresses set forth in the Agency Agreement so as to ensure delivery thereof within one (1) business day thereafter. If the Debtor, the JV Agent or the Purchaser and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen (15) days of service of the notice, the aggrieved party may file a motion with this Court requesting that this Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

e. In the event a Dispute Resolution Motion is filed, nothing in this Order shall preclude the Debtors, a landlord, the JV Agent, the Purchaser or other interested party from asserting (i) that the provisions of any GOB Laws and/or Liquidation Laws are preempted by the Bankruptcy Code or (ii) that neither the terms of this Order, nor the Debtors’, the JV Agent’s or the Purchaser’s conduct pursuant to this Order, violates such GOB Laws and/or Liquidation Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Order or to limit or interfere with the Debtors’, the JV Agent’s or the Purchaser’s ability to conduct or to continue to conduct the Sale pursuant to this Order and the Agency Agreement, absent further order of this Court. The Court grants authority for the Debtors and the Agent to conduct the Sale pursuant to the terms of this Order, the Agency Agreement and, with respect to Liquidation Sales, the Guidelines attached hereto and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit shall be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Laws or the lack of any preemption of such GOB Laws and/or

Liquidation Laws by the Bankruptcy Code. Nothing in this Order shall constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

f. If, at any time, a dispute arises between the Debtors, the JV Agent and/or the Purchaser and a Governmental Unit as to whether a particular law is a GOB Law and/or Liquidation Law, and subject to any provisions contained in this Order related to GOB Laws and/or Liquidation Laws, then any party to that dispute may utilize the provisions of subparagraphs (c) and (d) hereunder by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a GOB Law and/or Liquidation Law shall be made de novo.

19. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the Sale and the other Transactions, to the extent that disputes arise during the course of the Sale and the other Transactions regarding laws regulating the use of sign-walkers and banner advertising and the Debtors, the JV Agent or the Purchaser are unable to resolve the matter consensually with the applicable Governmental Unit, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable, be scheduled initially within two (2) business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

20. The Sale shall be conducted by the Debtors, the JV Agent and the Purchaser notwithstanding any restrictive provision of any lease, sublease or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Sale, the rejection of leases, abandonment of assets or “going dark” or similar provisions. With respect to Liquidation Sales, the JV Agent, the Purchaser and landlords of the Stores are authorized to enter into separate

agreements and/or side letters (“Side Letters”) between themselves modifying the Guidelines without further order of the Court, and such Side Letters shall be binding as among the JV Agent or the Purchaser, as applicable, and any such landlords; provided that nothing in such Side Letters affects the provisions of Paragraphs 18-19; provided further that the JV Agent or the Purchaser, as applicable, shall provide the Debtors copies of all executed Side Letters and each of the JV Agent and the Purchaser agrees that it shall not enter into a Side Letter that impairs or adversely impacts the rights of the Debtors under a lease at a Store without the prior written consent of the Debtors. In the event of any conflict between the Guidelines and any Side Letter, the terms of such Side Letter shall control. In the event of a dispute regarding the Guidelines or any Side Letter, counsel for each of the Debtors, the applicable landlord, and the applicable Agent shall meet and confer to resolve the dispute. In the event that the parties are unable to resolve the dispute, any party seeking relief may request a prompt hearing before the Court to resolve such dispute.

21. Except as expressly provided for herein (or, in the case of Liquidation Sales, in the Guidelines), and except with respect to any Governmental Unit (as to which Paragraphs 18-19 shall apply), no person or entity, including but not limited to any utility company, Internet service provider, website service or hosting provider, landlord, licensor, creditor or other interested party or any person acting for or on behalf of the foregoing shall take any action to directly or indirectly prevent, interfere with, impede or otherwise hinder consummation of the Sale or the other Transactions, or the advertising and promotion (including the posting of signs and interior and exterior banners or the use of sign-walkers) of such Sale and Transactions, and all such parties and persons of every nature and description, including landlords, licensors, creditors, utility companies, Internet service providers, website service or hosting providers and

other interested parties and all those acting for or on behalf of such parties, are prohibited and enjoined from (i) interfering in any way with, or otherwise impeding, the consummation of the sale of the Acquired Assets to the Purchaser or the conduct or advertising and promotion (including the posting of signs and interior and exterior banners or the use of sign-walkers) of the Sale or the other Transactions and/or (ii) instituting any action or proceeding in any court or administrative body seeking an order or judgment against, among others, the Debtors, the JV Agent, the Purchaser or the landlords at the Stores that might in any way directly or indirectly obstruct, impede or otherwise interfere with or adversely affect the consummation of the sale of the Acquired Assets or the conduct or advertising and promotion (including the posting of signs and interior and exterior banners or the use of sign-walkers) of the Sale, the other Transactions or other liquidation sales at the Closing Stores and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease or license based upon any relief authorized herein; provided that the foregoing does not limit or modify the respective rights and obligations of the JV Agent, the Purchaser and the Debtors under the Agency Agreement, the Asset Purchase Agreement or any other agreement entered into in connection with the Transactions.

22. The JV Agent and the Purchaser shall have the right to use the Stores and all related services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Sale, free of any interference from any entity or person (including, without limitation, the Debtors), subject to compliance with the Agency Agreement, this Order and, with respect to Liquidation Sales, the Guidelines.

23. The JV Agent and the Purchaser shall be permitted to include in the Sale Additional Agent Merchandise in accordance with the terms and provisions of the Agency Agreement. Any transactions relating to the Additional Agent Merchandise are, and shall be

construed as, a true consignment from the JV Agent or the Purchaser, as applicable, to the Debtors. Debtors acknowledge that the Additional Agent Merchandise shall be consigned to Debtors as a true consignment under Article 9 of the Uniform Commercial Code in effect in the State of New York (the “UCC”). The JV Agent and the Purchaser, as applicable, are hereby granted a legal, valid and binding first priority senior security interest in and lien on (i) the Additional Agent Merchandise and (ii) the Additional Agent Merchandise proceeds, which security interest shall be deemed perfected pursuant to this Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that each of the JV Agent and the Purchaser is hereby authorized to deliver any notices and file any financing statements and amendments thereof under the applicable UCC identifying the JV Agent’s or the Purchaser’s, as applicable, interest in the Additional Agent Merchandise (and any proceeds from the sale thereof) as consigned goods thereunder and the Debtors as the consignee therefor, and the JV Agent’s or the Purchaser’s, as applicable, security interest in such Additional Agent Merchandise and Additional Agent Merchandise proceeds).

24. Nothing in this Order shall (i) alter or affect the Debtors’ obligations to comply with section 365(d)(3) of the Bankruptcy Code or (ii) alter or modify the rights of any lessor or other counterparty to a lease with the Debtors to file an appropriate motion or otherwise seek appropriate relief if the Debtors fail to comply with section 365(d)(3) of the Bankruptcy Code; provided that the conduct of the Sale (in the case of the Liquidation Sales, in accordance with the Guidelines) shall not be a violation of section 365(d)(3) of the Bankruptcy Code.

25. The JV Agent and the Purchaser shall accept as payment gift certificates, gift cards, return credits and similar merchandise credits issued by the Debtors for the first fourteen (14) days of the Sale pursuant to the provisions of Section 8.6 of the Agency Agreement. The

Debtors shall reimburse the JV Agent and the Purchaser for the amounts honored as part of the Weekly Sale Reconciliation provided for in Section 8.7 of the Agency Agreement. Through the date that is thirty (30) days following the Sale Commencement Date, the JV Agent and the Purchaser shall accept or honor Pre-Sale Customer Rewards Programs in accordance with Section 8.2 of the Agency Agreement. The Debtors shall reimburse the JV Agent and the Purchaser in cash for discounts and other amounts incurred in connection with honoring or accepting such Pre-Sale Customer Rewards Programs as part of the Weekly Sale Reconciliation provided for in Section 8.7 of the Agency Agreement.

26. The JV Agent and the Purchaser shall accept returns of merchandise sold by the Debtors prior to the Sale Commencement Date for the first thirty (30) days of the Sale pursuant to the provisions of Section 8.5 of the Agency Agreement, provided that such return is in compliance with the Debtors' return policies in effect immediately prior to the Sale Commencement Date. The Debtors shall reimburse the JV Agent and the Purchaser for any refunds or credits the JV Agent or the Purchaser are required to issue to customers in respect of any Returned Merchandise as part of the Weekly Sale Reconciliation provided for in Section 8.7 of the Agency Agreement.

27. To the extent applicable, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms "as is" or "final sale." The Debtors, the JV Agent and/or the Purchaser shall accept return of any goods purchased during the Sale that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, provided that the consumer must return the merchandise within twenty-one (21) days of their purchase, the consumer must provide a receipt, and the asserted defect must in fact

be a “latent” defect. The Debtors shall promptly reimburse the JV Agent or the Purchaser, as applicable, in cash for any refunds the JV Agent or the Purchaser are required to issue to customers in respect of any goods purchased during the Sale that contain such a latent defect.

28. Except as expressly provided for in the Agency Agreement or the Asset Purchase Agreement, nothing in this Order, the Agency Agreement or the Asset Purchase Agreement, and none of the JV Agent’s or the Purchaser’s actions taken in respect of the Sale or the other Transactions shall be deemed to constitute an assumption by the JV Agent or the Purchaser of any of the Debtors’ obligations relating to any of the Debtors’ employees (except for the JV Agent’s and the Purchaser’s obligations to pay Expenses under the Agency Agreement). Moreover, neither the JV Agent nor the Purchaser shall become liable under any collective bargaining or employment agreement or be deemed a joint or successor employer with respect to any such employees.

29. Except as expressly provided in the Agency Agreement and the Asset Purchase Agreement, the JV Agent and the Purchaser shall not be liable for Sales Taxes and the collection, reporting and the payment of any and all Sales Taxes shall be the sole responsibility of the Debtors. The Debtors are directed to remit all Sales Taxes to the applicable taxing authorities as and when due, provided that in the case of a bona fide dispute the Debtors are only directed to pay such Sales Taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the taxing authority. For the avoidance of doubt, Sales Taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the taxing authority for which the Sales Taxes are collected. The JV Agent and the Purchaser shall collect, remit to the Debtors and account for Sales Taxes as and to the extent provided in the Agency Agreement. This Order does not enjoin, suspend or restrain the assessment, levy or

collection of any tax under State law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under State law.

30. Subject to the terms set forth in the Agency Agreement, the JV Agent is authorized and empowered to transfer the Assets between and among the Closing Stores and the Purchaser is authorized and empowered to transfer the Assets between and among the Designation Rights Stores (as defined in the Agency Agreement). The JV Agent and the Purchaser are authorized to sell the Debtors' furniture, fixtures and equipment and abandon the same, in each case, as provided for in accordance with the terms of the Agency Agreement and the Asset Purchase Agreement.

E. Superpriority Claims and Liens Granted To Agent

31. Effective upon payment by the JV Agent and the Purchaser of the Initial Guaranty Payment and delivery by the JV Agent and the Purchaser of the Letter of Credit, any amounts owed by the Debtors to the JV Agent or the Purchaser under the Agency Agreement shall be granted the status of superpriority claims with priority over any or all administrative expenses in the Bankruptcy Cases pursuant to section 364(c) of the Bankruptcy Code senior to all other superpriority claims (including, without limitation, the superpriority claims of the Administrative Agent and the Lenders); provided that until the Debtors receive payment in full of the Guaranteed Amount and all other amounts due by the JV Agent or the Purchaser, as applicable, to the Debtors under the Agency Agreement, any superpriority claim granted to the JV Agent or the Purchaser, as applicable, hereunder shall be junior and subordinate in all respects to the superpriority claims of the Administrative Agent and the Lenders under the Pre-Petition Credit Agreement, but solely to the extent of the amount of the unpaid portion of the Guaranteed

Amount and such other amounts due by the JV Agent or the Purchaser, as applicable, to the Debtors under the Agency Agreement.

32. Pursuant to section 364(d) of the Bankruptcy Code, the JV Agent is hereby granted, effective upon payment by the JV Agent and the Purchaser of the Initial Guaranty Payment and delivery by the JV Agent and the Purchaser of the Letter of Credit, a legal, valid and binding first priority (subject to the priority provisions set forth below) senior security interest in and lien on (i) the Merchandise and E-Commerce Inventory (as defined in the Agency Agreement) located at the Closing Stores and the Distribution Center Merchandise and On-Order Merchandise delivered thereto; (ii) all Proceeds from sales thereof (including, without limitation, credit card Proceeds and the Designated Deposit Accounts) and all proceeds from the sale of E-Commerce Inventory; (iii) the Owned FF&E located at the Closing Stores, the Indiana Distribution Center, the Headquarters and the Call Center; (iv) all proceeds from the sale or other disposition of such Owned FF&E; (v) the JV Agent's commission regarding the sale or other disposition of the Merchant's Consignment Goods under Section 5.4 of the Agency Agreement at the Closing Stores; and (vi) all "proceeds" (within the meaning of Section 9-102(a)(64) of the UCC) of each of the foregoing (all of which are collectively referred to herein as the "JV Agent Collateral"), to secure the full payment and performance of all obligations of the Debtors to the JV Agent under the Agency Agreement. Pursuant to section 364(d) of the Bankruptcy Code, the Purchaser is hereby granted, effective upon payment by the JV Agent and the Purchaser of the Initial Guaranty Payment and delivery by the JV Agent and the Purchaser of the Letter of Credit, a legal, valid and binding first priority (subject to the priority provisions set forth below) senior security interest in and lien on (i) the Merchandise located at the Designation Rights Stores and the Distribution Center Merchandise and On-Order Merchandise delivered thereto; (ii) all

Proceeds from the sale thereof (including, without limitation, credit card Proceeds and the Designated Deposit Accounts); (iii) the Owned FF&E located at the Designation Rights Stores and the Nebraska Distribution Center; (iv) all proceeds from the sale or other disposition of such Owned FF&E; (v) the Purchaser's commission regarding the sale or other disposition of the Merchant's Consignment Goods under Section 5.4 of the Agency Agreement at the Designation Rights Stores; and (vi) all "proceeds" (within the meaning of Section 9-102(a)(64) of the UCC) of each of the foregoing (all of which are collectively referred to herein as the "Purchaser Collateral"), to secure the full payment and performance of all obligations of the Debtors to the Purchaser under the Agency Agreement. Upon payment by the JV Agent and the Purchaser of the Initial Guaranty Payment and delivery by the JV Agent and the Purchaser of the Letter of Credit, the security interest granted to the JV Agent and the Purchaser under the Agency Agreement shall be deemed properly perfected without the necessity of filing UCC-1 financing statements or any other documentation. Without any further act by or on behalf of the JV Agent, the Purchaser, the Debtors or any other party (including, without limitation, the Administrative Agent or any Lender), the JV Agent's security interests in and liens on the JV Agent Collateral created under the Agency Agreement and the Purchaser's security interests in and liens on the Purchaser Collateral are (x) validly created, (y) effective upon the payment by the JV Agent and the Purchaser of the Initial Guaranty Payment and the issuance of the Letter of Credit, perfected and (z) senior to all other liens and security interests; provided, however, that (A) until the Debtors receive payment in full of the Guaranteed Amount and all other amounts required to be paid by the JV Agent or the Purchaser, as applicable, to the Debtors under the Agency Agreement, the security interest and lien granted to the JV Agent or the Purchaser, applicable, hereby shall be junior and subordinate in all respects to the security interests of the

Administrative Agent, on behalf of the Lenders, in the JV Agent Collateral or the Purchaser Collateral, as applicable, but solely to the extent and amount of the unpaid portion of the Guaranteed Amount and all other amounts payable by the JV Agent or the Purchaser, as applicable, to the Debtors under the Agency Agreement and (B) upon payment in full of the Guaranteed Amount and all other amounts payable by the JV Agent or the Purchaser, as applicable, to the Debtors under the Agency Agreement, any security interest or lien of the Administrative Agent or any of the Lenders in the JV Agent Collateral or the Purchaser, as applicable, shall be junior and subordinate in all respects to the security interest and liens of the JV Agent or the Purchaser, as applicable, in the JV Agent Collateral and the Purchaser Collateral, as applicable. The Debtors, the Administrative Agent and the Lenders shall cooperate with the JV Agent and the Purchaser with respect to all filings (including, without limitation, UCC-1 financing statements) and other actions to the extent reasonably requested by the Agent in connection with the security interests and liens granted under the Agency Agreement. The Debtors will not sell, grant, assign or transfer any security interest in, or permit to exist any lien or encumbrance on, any of the JV Agent Collateral or the Purchaser Collateral other than in favor of the JV Agent or the Purchaser, as applicable, or as otherwise permitted by Section 15(c) of the Agency Agreement. In the event of an occurrence of an Event of Default by any of the Debtors under the Agency Agreement, in any jurisdiction where the enforcement of its rights hereunder is sought, the JV Agent and the Purchaser shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code as the same may be in effect from time to time in the State of Delaware.

33. During the Sale Term applicable to any Closing Store or the Indiana Distribution Center and for purposes of conducting the Sale at such Closing Store or the Indiana Distribution

Center, JV Agent shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, such Closing Store or the Indiana Distribution Center and the assets currently located at such Closing Store or the Indiana Distribution Center, in each case subject to the extent of the Debtors' rights and entitlement to use the same, and the services provided at such Closing Store or the Indiana Distribution Center to the extent the Debtors are entitled to such services, and, subject to the terms of the Agency Agreement, the Debtors shall not assign, reject, terminate or vacate any real property lease or vacate any Closing Store or the Indiana Distribution Center where such assignment, rejection, termination or vacatur would have an effective date on or prior to the applicable Sale Termination Date or Vacate Date for such Closing Store or the Indiana Distribution Center. During the Designation Rights Period applicable to any Designation Rights Property (as defined in the Asset Purchase Agreement), the Purchaser shall have the right to the unencumbered use and occupancy of, and peaceful and quiet possession of, such Designation Rights Property and the assets currently located at such Designation Rights Property, in each case subject to the extent of the Debtors' rights and entitlement to use the same, and the services provided at such Designation Rights Property to the extent the Debtors are entitled to such services, and, subject to the terms of the Agency Agreement and the Asset Purchase Agreement, the Debtors shall not assign, reject, terminate or vacate any real property lease or vacate any Designation Rights Property where such assignment, rejection, termination or vacatur would have an effective date on or prior to the termination of the Designation Rights Period for such Designation Rights Property.

34. The Debtors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens of any kind against the Assets as such Liens may have been recorded or may otherwise exist, in accordance with the terms of this

Order. Any Liens, interests, liabilities, obligations, claims, charges and interests of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax or similar tax arising from the transfer of the Assets to the JV Agent or the Purchaser shall be filed against the Debtors' estate and shall not be asserted against the Agent or the Purchaser. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all persons and Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) are hereby enjoined from taking any action against the JV Agent or the Purchaser to recover any claim which such person or Governmental Unit has or may assert against the Debtors (as such claims exist immediately prior to the closing). Neither the JV Agent nor the Purchaser has assumed or otherwise become obligated for any of the Debtors' liabilities (other than, in the case of the Purchaser, the Assumed Obligations). Consequently, all holders of liabilities retained by the Debtors are hereby enjoined from asserting or prosecuting any claim, encumbrance or cause of action against the JV Agent or the Purchaser to recover on account of any such liabilities (other than, in the case of the Purchaser, the Assumed Obligations). Pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, all parties holding any claim, encumbrance or cause of action against the Debtors, their estates or their assets, the Debtors' employees, former employees and members, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, including such officials maintaining any authority relating to environmental, labor and health and safety laws, and its respective successors or assigns, are hereby permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind or the employment of any process or any act to collect, offset or recover such claim, encumbrance or cause of action against the JV Agent or the Purchaser, or that seeks to impose

liability upon the JV Agent or the Purchaser or any affiliate, successor or assign thereof, or against the Assets under the laws of the United States, any state, territory or possession thereof or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law, including, without limitation, any theory of successor or transferee liability or any liability for any pre- or post-petition claim, encumbrance or cause of action against the Debtors by reason of the disposition of the Assets in the manner contemplated by the Agency Agreement, the Asset Purchase Agreement and this Order, including, without limitation, pre- and post-petition claims, Liens or causes of action of any federal, state or local governmental entities, of any current or former employee for claims arising out of employment and termination of employment, including, without limitation, claims for wages, bonuses, commissions, accrued vacation, severance, continuation of coverage under COBRA, or pension, welfare, fringe benefits or any other benefits of any kind including, without limitation, obligations in respect of retiree medical coverage or benefits.

35. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agency Agreement, the Asset Purchase Agreement and this Order.

36. The provisions of this Order shall be self-executing, and neither the Debtors, the JV Agent nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. However, the Debtors, the JV Agent and the Purchaser and each of their respective officers, employees and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that the Debtors, the JV

Agent or the Purchaser deem necessary or appropriate to implement and effectuate the terms of the Agency Agreement, the Asset Purchase Agreement and this Order.

37. The Agency Agreement, the Asset Purchase Agreement and any related agreement may be waived, modified, amended, or supplemented by agreement of the parties thereto, and, if required by the Agency Agreement, the Administrative Agent, without further action of the Court; provided that, until such time as the Administrative Agent and Lender have been released in writing by Purchaser and JV Agent, respectively, from their obligations under Section 3.3(f) of the Agency Agreement and Paragraph 62 below, the Asset Purchase Agreement may not be modified, amended or supplemented as to obligations of the Administrative Agent or any Lender, or to limit or eliminate any rights expressly granted thereunder to the Administrative Agent or any Lender, in each case without the prior written consent of the Administrative Agent and Lenders.

38. Neither the JV Agent nor the Purchaser shall be obligated to (i) continue or maintain in effect, or assume any liability in respect of, any employee pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreement to which any Debtor is a party or has any responsibility therefor, including, without limitation, medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of, any employee pension plan or the termination of any such plan.

F. Acquired Assets Provisions

39. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and empowered without further order of this Court to sell and transfer the Acquired Assets

(including, without limitation, the Designation Rights, the Acquired Inventory, the Acquired Intellectual Property and the Acquired FF&E) to the Purchaser pursuant to, and in accordance with, the terms and conditions of the Asset Purchase Agreement and this Order and to take any and all actions necessary or appropriate to (a) consummate the sale of the Acquired Assets to the Purchaser and the other transactions contemplated by the Asset Purchase Agreement, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and this Order, (b) transfer and assign all right, title, and interest (including, without limitation, common law rights) to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of the Asset Purchase Agreement, and (c) execute and deliver, perform under, consummate, implement, and close fully the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, the sale of the Acquired Assets and the other transactions contemplated by the Asset Purchase Agreement, including, without limitation, any ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and such ancillary documents. On the Closing Date or the applicable Assignment Date (each as defined in the Asset Purchase Agreement), this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to the Purchaser. For the avoidance of doubt, the Excluded Assets (as defined in Asset Purchase Agreement) are not included in the Acquired Assets.

40. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Order, the Agency Agreement or the Asset Purchase Agreement, the sale, conveyance,

assignment and transfer of the Designation Rights to the Purchaser shall not, in and of itself, effectuate a sale, conveyance, assignment or transfer of any Potential Assigned Agreement (as defined in the Asset Purchase Agreement) to the Purchaser or an assumption by the Purchaser of any Potential Assigned Agreement, which sale, conveyance, assignment, transfer and assumption shall occur only upon the occurrence of an applicable Assignment Date.

41. Subject to the entry of this Order and terms and conditions of this Order, the transfer of Acquired Assets to the Purchaser pursuant to the Asset Purchase Agreement does not require any consents other than as specifically provided for in the Asset Purchase Agreement and constitutes a legal, valid and effective transfer of the Acquired Assets, and shall vest the Purchaser with all of the right, title, and interest of the Debtors in and to the Acquired Assets as set forth in the Asset Purchase Agreement, as applicable, free and clear of all Liens of any kind or nature whatsoever.

42. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date or the applicable Assignment Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Purchaser as of the Closing Date or the applicable Assignment Date as provided by the Asset Purchase Agreement. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any license, permit, registration, or governmental authorization or approval relating to the operation of the Acquired Assets on account of the filing or pendency of the Bankruptcy Cases or the conduct of the Sale, the

consummation of the sale of the Acquired Assets and the other transactions contemplated by the Agency Agreement and the Asset Purchase Agreement.

G. Designation Rights Procedures

43. The Debtors are authorized, at the direction of the Purchaser pursuant to the Asset Purchase Agreement, to seek to assume and to assign pursuant to section 363 and 365 of the Bankruptcy Code, the Leases of Designation Rights Properties and other Potential Assigned Agreements to the Purchaser.

44. The Debtors served all counterparties to the Leases of Designation Rights Properties and other Potential Assigned Agreements (the “Counterparties”) with a notice setting forth, among other things, the proposed Cure Costs (as defined in the Asset Purchase Agreement). Objections to the proposed Cure Costs were required to be filed with the Court no later than 11:59 p.m. (prevailing Central Time) on March 28, 2017 (the “Cure Cost Objection Deadline”). Unless an objection to the proposed Cure Costs was filed and served before the Cure Cost Objection Deadline, the applicable Counterparty is forever barred from objecting to the Cure Costs (that arose prior to the Cure Cost Objection Deadline) and from asserting any additional cure or other amounts (that arose prior to the Cure Cost Objection Deadline) with respect to the applicable Lease or other Potential Assigned Agreement in the event it is assumed and/or assigned by the Debtors. Objections to the proposed assumption and assignment of any Lease or Potential Assigned Agreement on any basis other than the Cure Costs (including, but not limited to, objections to adequate assurance of future performance) were required to be filed with the Court no later than 4:00 p.m. (prevailing Central Time) on April 4, 2017 (the “Assumption and Assignment Objection Deadline”). Unless an objection to the proposed assumption and assignment was filed and served before the Assumption and Assignment

Objection Deadline, the applicable Counterparty is forever barred from objecting to the assumption and assignment with respect to the applicable Lease or other Potential Assigned Agreement in the event it is assumed and/or assigned by the Debtors. For the avoidance of doubt, all objections with respect to the adequate assurance of future performance of Purchaser were heard and addressed on the record at the Approval Hearing and any such remaining objections, and all reservations of rights included in such objections, are hereby overruled in all respects and denied.

45. If any objection to the proposed Cure Costs (that arose prior to the Cure Cost Objection Deadline) was filed and served before the Cure Cost Objection Deadline or any objection to the proposed assumption and assignment of any Lease or Potential Assigned Agreement on any basis other than the Cure Costs (other than with respect to adequate assurance) was filed and served before the Assumption and Assignment Objection Deadline, the Debtors, the Purchaser and the applicable Counterparty shall have authority to compromise, settle or otherwise resolve any such objections to proposed Cure Costs or assumption and assignment without further order of the Court. If the Debtors, the Purchaser and the applicable Counterparty determine that the objection cannot be resolved without judicial intervention, then the determination of the proposed Cure Cost and the assumption and assignment with respect to such Lease or other Potential Assigned Agreement will be determined by the Court.

46. During the Designation Rights Period (as defined in the Asset Purchase Agreement), the Purchaser may designate any Lease of a Designation Rights Property or Designation Rights Contract for assumption and assignment by delivering a Purchaser Assumption Notice (as defined in the Asset Purchase Agreement) in accordance with the terms of the Asset Purchase Agreement. In such event, the Debtors shall file and serve on the

applicable Counterparty an assignment notice of such Lease or Designation Rights Contract, together with any applicable Assignment Agreement (as defined in the Asset Purchase Agreement) and proposed Assignment Order (as defined in the Asset Purchase Agreement).

47. If no Assumption and Assignment Objection was filed by the Assumption and Assignment Objection Deadline, the Debtors shall file with the Court a certificate of no objection with a proposed order granting the assumption and assignment of the applicable Lease or Designation Rights Contract. If an Assumption and Assignment Objection is timely filed and not withdrawn or resolved, the Debtors, the Purchaser and the objecting Counterparty shall have authority to compromise, settle or otherwise resolve any objections without further order of the Court. If the Debtors, the Purchaser and the objecting Counterparty determine that the objection cannot be resolved without judicial intervention, then the determination of the assumption and assignment of the Lease will be determined by the Court on a date to be scheduled, unless the Debtors, the Purchaser and the applicable Counterparty agree otherwise.

48. Pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code, (a) the Purchaser shall, on the Assignment Date, pay to the applicable Counterparty all Purchaser Cure Costs (as defined in the Asset Purchase Agreement) with respect to each Acquired Lease or Assigned Agreement (each as defined in the Asset Purchase Agreement), and (b) the Debtors shall, on the Assignment Date, pay to the applicable Counterparty all undisputed Excess Cure Costs (as defined in the Asset Purchase Agreement) with respect to each such Acquired Lease or Assigned Agreement, and shall deposit into a segregated account designated by the Debtors an amount equal to the Excess Cure Costs that are disputed by the Debtors. The Purchaser shall assume the obligations of the Debtors under each such Acquired Lease or Assigned Agreement arising from and after the applicable Assignment Date. Upon assumption and assignment of any

Acquired Lease or Assigned Agreement and following payment of the applicable Excess Cure Costs, the Debtors and the estates shall be relieved of any liability for breach of such Acquired Lease or Assigned Agreement occurring after the applicable Assignment Date pursuant to section 365(k) of the Bankruptcy Code; provided that the Purchaser (except to the extent such obligations constitute Purchaser Cure Costs) shall not have any obligations in respect of any portion of any year-end (or other) adjustment (including, without limitation, for royalties, rents, utilities, Taxes (as defined in the Asset Purchase Agreement), insurance, fees, any common area or other maintenance charges, promotional funds and percentage rent) arising under such Acquired Lease or Assigned Agreement for the calendar year in which the applicable Lease Assignment Date occurs attributable to the portion of such calendar year occurring prior to the applicable Assignment Date or for any previous calendar year and the Debtors shall fully indemnify and hold harmless the Purchaser with respect thereto; provided, however, that, with respect to each Acquired Lease, commencing on the applicable Assignment Date until the final reconciliation of all such adjustments with respect the calendar year in which the applicable Assignment Date occurs, the Debtors shall hold (in a segregated account held by a third-party financial institution, which account shall be free and clear of all claims against the Debtors other than the applicable Counterparty's claim with respect to such year-end reconciliations) cash in an amount equal to the Debtors' expected obligations in respect of such year-end adjustments (as mutually agreed by the Debtors and the applicable Counterparty or, if the Debtors and the applicable Counterparty cannot agree, as determined by the Court), which cash, prior to such final reconciliation, may be used solely to fund such obligations and, following such final reconciliation, will be allocated between the Debtors and the applicable Counterparty in accordance with such final reconciliation.

49. Any provision in any Lease or other Potential Assigned Agreement that purports to declare a breach or default as a result of a change or transfer of control or any interest in respect of the Debtors is unenforceable and all Leases and other Potential Assigned Agreements shall remain in full force and effect notwithstanding assignment thereof. No sections or provisions of any Leases or other Potential Assigned Agreements, that in any way purport to (i) prohibit, restrict or condition the Debtors' assignment of such Lease or other Potential Assigned Agreement (including, but not limited to, the conditioning of such assignment on the consent of the non-debtor party to such Lease or Potential Assigned Agreement; (ii) provide for the cancellation or modification of the terms of the Lease or Potential Assigned Agreement based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (iii) provide for additional payments (e.g., so called "profit" sharing/splitting), penalties, fees, charges or other financial accommodations in favor of the non-debtor third party to such Lease or Potential Assigned Agreement upon assignment thereof; or (iv) provide for any rights of first refusal on a Counterparty's part, or any recapture or termination rights in favor of a Counterparty, or any right of a Counterparty to take an assignment or sublease from a tenant, shall have any force or effect with respect to the grant and honoring of the Designation Rights in accordance with this Order and the Asset Purchase Agreement and assignments of Leases and other Potential Assigned Agreements by the Debtors in accordance therewith, because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code. Upon assumption and assignment of any Lease or other Potential Assigned Agreement pursuant to the Designation Rights procedures set forth herein, the Purchaser shall enjoy all of the rights and

benefits under each such Lease or other Potential Assigned Agreement as of the applicable Assignment Date.

50. Except as otherwise expressly agreed by the Purchaser and the applicable Counterparty, notwithstanding any provision in any Acquired Lease or other Assigned Agreement that purports to prohibit, restrict or condition such action, upon the assumption and assignment of such Acquired Lease or Assigned Agreement to the Purchaser in accordance with the terms of the Asset Purchase Agreement, the Purchaser shall be authorized, as applicable, to (i) use the applicable lease premises, subject to section 365(b)(3) of the Bankruptcy Code, as a retail store upon consummation of the assumption and assignment of such Acquired Lease to such Assignee in accordance with the terms of the Asset Purchase Agreement, (ii) operate such lease premises under the Purchaser's trade name or any other trade name which the Purchaser owns or is authorized to use (including any of the Debtors' trade names), (iii) make such alterations and modifications to the applicable lease premises (including signage, together with appropriate changes to existing tenant signage in the respective shopping center or mall, including panels on all pylons, monuments, directional and other ground and off-premises signs where the Debtors are presently represented) deemed necessary by the Purchaser (subject to applicable municipal codes) as are necessary or desirable for the Purchaser to conform such lease premises to the Purchaser's typical retail store, (iv) remain "dark" with respect to such lease premises after such assumption and assignment until the date that is necessary to permit the Purchaser to remodel, restock, re-fixtue, change signage and/or until completion of the work described in clause (iii) above, and (v) exercise, utilize or take advantage of any renewal options and any other current or future rights, benefits, privileges, and options granted or provided to the Debtors under such Acquired Lease (including all of the same which may be described or

designated as, or purport to be, “personal” to the Debtors or to a named entity in such Acquired Lease or to be exercisable only by the Debtors or by a named entity or an entity operating under a specific trade name).

51. Upon payment by the Purchaser of the Purchaser Cure Costs and by the Debtors of the Excess Cure Costs and the funds deposited into a segregated account pursuant to paragraph 48 with respect to any Acquired Lease or Assigned Agreement, the applicable Counterparty shall be forever barred and enjoined from asserting against the Debtors, their bankruptcy estates or the Purchaser any claim in connection with: (a) any breach or default, monetary or non-monetary, existing as of the date of assumption and assignment of such Acquired Lease or Assigned Agreement, or (b) any objection to the assumption and assignment of such Acquired Lease or Assigned Agreement, whether or not such non-debtor party filed a proof of claim.

H. Order Binding

52. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of its office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

53. This Order and the terms and provisions of the Agency Agreement and the Asset Purchase Agreement shall be binding on all of the Debtors’ creditors (whether known or unknown), the Debtors, the JV Agent, the Purchaser and their respective affiliates, successors

and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the Agency Agreement and the Asset Purchase Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan of reorganization or liquidation for the Debtors or converting the Debtors' case from chapter 11 to chapter 7, and the terms and provisions of the Agency Agreement and the Asset Purchase Agreement, as well as the rights and interests granted pursuant to this Order, the Agency Agreement and the Asset Purchase Agreement, shall continue in these or any superseding case and shall be binding upon the Debtors, the JV Agent, the Purchaser and their respective successors and permitted assigns, including any trustees or other fiduciaries hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in the Debtors' case shall be and hereby is authorized and directed to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Order, the Agency Agreement and the Asset Purchase Agreement, and the JV Agent, the Purchaser and any such trustee shall be and hereby are authorized and directed to perform under the Agency Agreement and the Asset Purchase Agreement upon the appointment of the trustee without the need for further order of this Court.

I. Good Faith

54. Entry into, and performance under, the Agency Agreement and the Asset Purchase Agreement (including, without limitation, the payment of the Guaranteed Amount and

any other amounts payable by the JV Agent and the Purchaser thereunder) is undertaken by the parties thereto in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and each of the JV Agent and the Purchaser shall be protected as a good faith purchaser by section 363(m) of the Bankruptcy Code in the event that this Order is reversed, modified, amended or vacated on appeal or by a subsequent order of the Court or any other court. The reversal, modification, amendment or vacatur on appeal or by a subsequent order of the Court or any other court of the authorization provided herein to enter into the Agency Agreement or the Asset Purchase Agreement and consummate the transactions contemplated thereby shall not affect the validity and enforceability of such transactions (including, without limitation, the Sale, the sale of the Acquired Assets or the liens or priority authorized or created under the Agency Agreement or this Order), unless such authorization is duly stayed pending such appeal. Each of the JV Agent and the Purchaser is entitled to all of the benefits and protections afforded by sections 363(m) and 364(e) of the Bankruptcy Code. The transactions contemplated by the Agency Agreement and the Asset Purchase Agreement are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

J. Other Provisions

55. Each of the JV Agent and the Purchaser is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Order, the various procedures contemplated herein, any issues related to or otherwise connected to the Sale, the other Transactions and the Agency Agreement and the Asset Purchase Agreement.

56. Nothing contained in any plan confirmed in the Debtors' chapter 11 cases or any order of this Court confirming such plan or in any order in these chapter 11 cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy

Code) shall alter, conflict with, or derogate from, the provisions of the Agency Agreement, the Asset Purchase Agreement or this Order.

57. Except with respect to any Governmental Unit (as to which the provisions of Paragraphs 18-19 shall apply), this Court shall retain exclusive jurisdiction with regard to all issues or disputes relating to this Order, the Agency Agreement or the Asset Purchase Agreement, including, but not limited to, (i) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional and non-deceptive manner, (ii) any claim of the Debtors, the landlords, the Purchaser and/or the JV Agent for protection from interference with the Sale, the sale of the Acquired Assets and the Transactions, (iii) any other disputes related to the Sale, the sale of the Acquired Assets and the Transactions or the enforcement of the Agency Agreement or the Asset Purchase Agreement (including, without limitation, by or against the Debtors, the JV Agent, the Purchaser, the Administrative Agent and the Lenders), and (iv) to protect the Debtors, the JV Agent and/or the Purchaser against any assertions of Liens. No such parties or person shall take any action against the Debtors, the JV Agent, the Purchaser, landlords of the Stores or the Distribution Centers, the Sale, the sale of the Acquired Assets or the Transactions until this Court has resolved such dispute. This Court may hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

58. Notwithstanding Bankruptcy Rules 4001 and 6004, or any other law that would serve to stay or limit the immediate effect of this Order, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of

any person or entity obtaining a stay pending appeal, the Debtors, the JV Agent and the Purchaser are free to perform under the Agency Agreement and the Asset Purchase Agreement at any time, subject to the respective terms thereof.

59. Any and all bulk sale laws, to the extent applicable, are hereby waived since creditors are protected by the notice provided by the Sale Motion and the jurisdiction of the Court.

60. This Order constitutes an authorization of the conduct of the Debtors, the JV Agent and the Purchaser in connection herewith.

61. The Debtors shall retain sufficient funds, or make other arrangements satisfactory to the Debtors, the JV Agent and the Purchaser, to enable the Debtors to fully satisfy and perform their obligations under the Agency Agreement, the Asset Purchase Agreement and this Order and the Debtors shall be authorized and directed to use those funds to fully satisfy and perform their obligations under the Agency Agreement, the Asset Purchase Agreement and this Order.

62. If, and only to the extent, the Purchaser or the JV Agent, as applicable, over-funds any amounts in respect of the Guaranteed Amount or any Expenses that the Purchaser or the JV Agent, as applicable, prefunds pursuant to the terms of Section 4.1 of the Agency Agreement (it being understood that amounts prefunded in respect of Expenses shall not be subject to this paragraph once the applicable Expenses have been reconciled and any overfunding in respect thereof either returned to the Purchaser or the JV Agent, as applicable, or applied to other amounts payable by the Purchaser or the JV Agent, as applicable, to the Debtors) and such overfunding cannot be recovered by the Purchaser or the JV Agent, as applicable, from the Debtors under Section 3.3(b) or Section 3.3(d) of the Agency Agreement by means of an offset or

otherwise, then Debtors shall (or if the Debtors shall be unable to or otherwise for any reason fail to, and the Administrative Agent or any Lender has received any funds in respect of such overfunding, the Administrative Agent, on behalf of itself and the Lenders, agrees) to disgorge and remit such overfunded amount to the JV Agent or the Purchaser, as applicable, within two (2) business days of written demand thereof by the JV Agent or the Purchaser (with respect to the Administrative Agent, not to exceed the amounts actually received by the Administrative Agent and the Lenders in connection with the transactions contemplated by the Agency Agreement and the Asset Purchase Agreement).

63. JV Agent shall be entitled to receive (and the Debtors shall pay to JV Agent on the Sale Commencement Date), all Bid Protections (as defined in the Bidding Procedures) to which JV Agent is entitled under the Bid Procedures Order and the Bidding Procedures given that JV Agent is participating in a Joint Bid that is the Successful Bid.

64. In the event the Debtors or the Administrative Agent notifies the JV Agent or the Purchaser of its intention to draw on the Letter of Credit, each of the JV Agent and the Purchaser shall be entitled to an emergency hearing by the Court sufficient to determine whether such draw is permitted under the terms of the Agency Agreement prior to the occurrence of such draw.

65. To the extent that anything contained in this Order explicitly conflicts with a provision in the Agency Agreement, the Asset Purchase Agreement, the Guidelines or any other order in the Bankruptcy Cases, this Order shall govern and control.

66. Notwithstanding anything to the contrary contained in this Order or in the Interim Cash Collateral Order (as may be amended or modified in any final cash collateral order), any payment to be made to the Administrative Agent and the Lenders upon a closing of the transactions contemplated by the Agency Agreement and/or the Asset Purchase Agreement will

be without prejudice to the rights of any third party, including, without limitation, the Committee, to seek an appropriate remedy from the Court upon a successful Challenge Proceeding (as defined in the Interim Cash Collateral Order, as may be amended or modified in any final cash collateral order), against the Administrative Agent and the Lenders including, without limitation, “clawing back” such amounts or obligations.

Dated: _____, 2017
Omaha, Nebraska

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Agency Agreement

Exhibit B

Asset Purchase Agreement

Exhibit C

Sale Guidelines

SCHEDULE 1.1(a)

Acquired Intellectual Property

SCHEDULE 1.1(a) - ACQUIRED INTELLECTUAL PROPERTY

Patents

None

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Filing</u>
	Gordmans, Inc.	78520863	3045751	1-17-2006
	Gordmans, Inc.	78150793	2721561	6-3-2003
	Gordmans, Inc.	75876367	2548132	3-12-2002
	Gordmans, Inc.	75865607	2640229	10-22-2002
	Gordmans, Inc.	75807968	2379498	8-22-2000

Copyrights

None

Domain Names

<u>Domain</u>	<u>Registered Owner</u>
gordmans.com	Perfect Privacy
gordmans.biz	Gordmans, Inc.
gordmans.info	Perfect Privacy
gordmans.org	Gordmans, Inc.
gordmans.xxx	Gordmans, Inc.
gordmanscoupons.com	Dynadot
tellgordmans.com	Gordmans, Inc.
gordmans.holiday	Gordmans, Inc.
gordmans.bargains	Gordmans, Inc.

Social Media Accounts

<https://www.facebook.com/gordmans/>

<https://www.linkedin.com/company-beta/34846/?pathWildcard=34846>

<https://twitter.com/gordmans>

<https://www.pinterest.com/gordmans/>

<https://plus.google.com/+gordmans>

<https://www.instagram.com/gordmans/>

<https://www.youtube.com/channel/UCGFZ0no-jHzhTlbvwz1LCDw>

<https://vine.co/u/951634086781444096>

<https://www.tumblr.com/blog/gordmansblog>

Dedicated Mobile Shortcode: 76995

SCHEDULE 1.1(b)

Closing Stores

STR. NO	STREET ADDRESS	CITY	STATE	ZIP CODE
7	17202 Lakeside Hills Plz	Omaha	NE	68130
11	3000 NW 59th St	Oklahoma City	OK	73112
12	2201 West Memorial Road	Oklahoma City	OK	73134
14	3825 East Calumet	Appleton	WI	54915
15	4741 West Lawrence St	Grand Chute	WI	54914
16	2800 S Telephone Rd	Moore	OK	73160
17	2616 S Shackelford Rd.	Little Rock	AR	72205
20	10515 S 15th St	Bellevue	NE	68123
24	7825 Towne Center Parkway	Papillion	NE	68046
25	320 THF Boulevard	Chesterfield	MO	63005
26	9650 Quivira	Lenexa	KS	66215
30	10001 E 71st South	Tulsa	OK	74133
31	1887 S. Yale	Tulsa	OK	74112
35	10755 W Colfax Ave	Lakewood	CO	80215
37	701 North Milwaukee Ave	Vernon Hills	IL	60061
38	360 N. Station Parkway	Farmington	UT	84025
40	2639 Aurora Ave	Naperville	IL	60540
46	1270 NE Coronado Drive	Blue Springs	MO	64014
64	13617 Washington St	Kansas City	MO	64145
66	1960 Adams St	Mankato	MN	56001
67	6200 E Lloyd Expressway	Evansville	IN	47715
68	306 S. Towanda Ave	Normal	IL	61761
69	7143 E State St	Rockford	IL	61108
70	1548 West Lane Rd	Machesney Park	IL	61115
73	100 Towne Center Loop	Southaven	MS	38671
74	2281 N Germantown Pkwy	Cordova	TN	38016
78	3801 Mall Road	Lexington	KY	40503
86	901 County Rd 42 West	Burnsville	MN	55306
90	1663 County Rd B2 West	Roseville	MN	55113
100	8950 S Broadway Ave	Tyler	TX	75703
101	214 Gable Crossing Dr.	Avon	IN	46123
106	219 N Meadow Lane	American Fork	UT	84003
108	7220 S Union Park Ave	Midvale	UT	84047
110	6600 Menaul Blvd NE	Albuquerque	NM	87110
111	3550 NM 528	Albuquerque	NM	87114
115	101 US Highway 41	Schererville	IN	46375
117	5159 Harvey Street	Norton Shores	MI	49444
118	14933 Evans Plaza	Omaha	NE	68116
122	1001 E. Parkcenter Blvd	Boise	ID	83706
123	9567 Mentor Avenue	Mentor	OH	44060
125	1982 W Grand River, Building 1	Lansing (Okemos)	MI	48864
126	7605 Market Place Drive	Bainbridge	OH	44202
127	2101 W. Kansas Street	Liberty	MO	64068
128	700 Eastgate South Drive, Ste 100	Cincinnati	OH	45245
129	800 Southdale Center	Edina	MN	55435
130	1680 Briargate Blvd, Suite 100	Colorado Springs	CO	80920
131	3340 124th Ave SW	Coon Rapid	MI	55433
132	8253 W. Ridgewood Drive	Parma	OH	44129

SCHEDULE 1.1(c)

Designation Rights Stores

STR. NO	STREET ADDRESS	CITY	STATE	ZIP CODE
2	3860 Elmore Ave	Davenport	IA	52807
3	4401 27th St	Moline	IL	61265
4	1901 N Market	Champaign	IL	61822
5	5100 14th Ave SW	Fargo	ND	58103
6	3501 32nd Ave South	Grand Forks	ND	58201
8	3231 S Veterans Parkway	Springfield	IL	62704
9	687 Gravois Bluffs Blvd	Fenton	MO	63026
10	9350 Sheridan Blvd	Westminster	CO	80031
18	131 East Towne Mall	Madison	WI	53704
19	1200 SE Army Post Rd	Des Moines	IA	50315
21	2590 Hubbell Ave	Des Moines	IA	50317
22	1111 Allen Dr	Grand Island	NE	68803
23	2060 Crossroads Blvd #200	Waterloo	IA	50702
27	81 Ludwig Dr	Fairview Heights	IL	62208
28	2057 N Rock Rd, Suite101	Wichita	KS	67206
29	3245 Topeka Blvd	Topeka	KS	66611
32	3303 S Campbell Ave	Springfield	MO	65807
36	5001 Sergeant Rd, Suite 140	Sioux City	IA	51106
39	3702 Frederick Ave	St Joseph	MO	64506
41	10001 Grant St.	Thornton	CO	80229
42	850 E 23rd St	Fremont	NE	68025
43	4001 S Louise Avenue	Sioux Falls	SD	57106
44	5050 N 27th St	Lincoln	NE	68521
45	1400 22nd St	Des Moines	IA	50266
47	13500 A East 40 Hwy	Independence	MO	64055
48	309 NE Englewood Rd	Kansas City	MO	64118
49	1355 S 5th St	St Charles	MO	63301
59	16740 North Marketplace Blvd	Nampa	ID	83687
60	1972 Southgate Road	Colorado Springs	CO	80906
63	2259 Missouri State Hwy K	O'Fallon	MO	63366
65	3701 Rib Mountain Drive	Wausau	WI	54401
71	7611 North Grand Prairie Dr	Peoria	IL	61615
72	4601 1st Ave SE	Cedar Rapids	IA	52402
76	100 S Creasy Lane, Suite 1400	Lafayette	IN	47905
79	2230 S Promenade Blvd	Rogers	AR	72758
80	2515 Corridor Way	Coralville	IA	52241
81	7011 W Central #300	Wichita	KS	67212
82	3125 Manawa Centre Dr	Council Bluffs	IA	51501
83	902 S Thomas Road	Ft Wayne	IN	46804
84	4430 Grape Road	Mishawaka	IN	46545
85	1617 Eglin Street	Rapids City	SD	57701
87	8268 Tamarack Village	Woodbury	MN	55125
89	11590 South District Drive	South Jordan	UT	84095
102	1101 West Riverdale Road	Riverdale	UT	84405
103	2260 N.Eagle Road	Meridian	ID	83646
104	6472 S Parker Rd	Aurora	CO	80016
105	8055 W Bowles Ave	Littleton	CO	80123
107	340 West Washington Street	Peoria	IL	61611
109	7450 Green Bay Road, Suite B	Kenosha	WI	53142
112	945 East Lewis & Clark Pkway	Clarksville	IN	47129
113	3220 16th ST SW	Minot	ND	58701
114	710 Porter's Vale Blvd	Valparaiso	IN	46383
116	2351 Holmgren Way	Ashwaubenon	WI	54304
119	4910 Wilson Ave SW	Wyoming	MI	49418
120	1449 East LaSalle Drive	Bismarck	ND	58503
121	5202 Bay Road	Saginaw	MI	48604
124	235 Arnold Crossroads Center	Arnold	MO	63010

SCHEDULE 1.1(d)

Estimated Cure Costs

Schedule E

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
1	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 128 LOCATED AT EASTGATE SHOPPING CENTER, CINCINNATI, OH	32 EAST LLC	32 EAST LLC 7900 GLADES ROAD STE 600 BOCA RATON, FL 33434	\$46,542.65
2	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 029 LOCATED AT GORDMANS (STND ALNE), TOPEKA, KS	911 WALNUT	911 WALNUT C/O BLAKE SCOTT 4370 N. OAK TRAFFICWAY SUITE 200 KANSAS CITY, MO 64116	\$36,109.44
3	GORDMANS, INC.	CONSULTING - LEASING OPTIMIZATION STRATEGY CONSULTANTS AGREEMENT	A&G REALTY PARTNERS	A&G REALTY PARTNERS 445 BROADHOLLOW RD SUITE 410 MELVILLE, NY 11747	\$0.00
4	GORDMANS, INC.	PAYROLL TAX SUPPORT AGREEMENT	ADP, INC.	ADP INC PO BOX 842875 BOSTON, MA 02284	\$4,081.60
5	GORDMANS DISTRIBUTION COMPANY, INC.	PRIVATE LABEL CREDIT CARD PROGRAM AGREEMENT	ADS	ADS ALLIANCE DATA SYSTEMS, INC 3100 EASTON SQUARE PLACE COLUMBUS, OH 43219	\$0.00
6	GORDMANS, INC.	IT - SERVICES - MOBILE PHONES AGREEMENT	ADVANTIX / VERIZON	ADVANTIX SOLUTIONS GROUP 1202 RICHARDSON DRIVE SUITE 200 RICHARDSON, TX 75080	\$18,239.23
7	GORDMANS, INC.	CONSULTING - FINANCIAL RELATED CONSULTING AGREEMENT	ADVISORY FINANCIAL GROUP	ADVISORY FINANCIAL GROUP LLC 800 CORPORATE DR, SUITE 102 FORT LAUDERDALE, FL 33334	\$0.00
8	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 106 LOCATED AT MEADOWS SHOPPING CENTER, AMERICAN FORK, UT	AFCC LIMITED	AFCC LIMITED WOODBURY CORPORATION 2733 E PARLEYS WAY SUITE 300 SALT LAKE CITY, UT 84109-1662	\$58,460.30
9	GORDMANS, INC.	IT - CONSULTING - CREDIT SWITCH SUPPORT AGREEMENT	AJB (CURRENTLY THRU ACI)	AJB SOFTWARE DESIGN INC 5255 SOLAR DRIVE MISSISSAUGA, ON L4W 5B8 CANADA	\$0.00

* The presence of a contract or lease on this Schedule 1 does not constitute an admission by the Debtors that such contract is an executory contract or such lease is an unexpired lease pursuant to section 365 of the Bankruptcy Code or any other applicable law, and the Debtors reserve all rights to withdraw any proposed assumption and assignment, or to reject any contract or lease at any time before such contract or lease is assumed and assigned pursuant to an order of the Court.

Schedule E

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
10	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 122 LOCATED AT SOUTHSORE CENTER, BOISE, ID	ALBERTSON'S LLC	ALBERTSON'S LLC LEGAL DEPARTMENT P.O. BOX 20 BOISE, ID 83726	\$46,615.15
11	GORDMANS, INC.	CONSULTING - EXPENSE CONSULTING SERVICES AGREEMENT	ALIXPARTNERS LLP	ALIXPARTNERS LLP 2000 TOWN CENTER, SUITE 2400 SOUTHFIELD, MI 48075	\$0.00
12	GORDMANS, INC.	CREDIT CARD PROVIDER - MERCHANT CREDIT CARD SETTLEMENT AGREEMENT	AMERICAN EXPRESS	AMERICAN EXPRESS PO BOX 360001 FT LAUDERDALE, FL 33336-0001	\$0.00
13	GORDMANS, INC.	HR - VOLUNTARY EMPLOYEE PAID BENEFIT PROVIDER AGREEMENT, FACILITAED THROUGH BENEFITS ADMINISTRATOR KEELER & ASSOCIATES	ALLSTATE BENEFITS (PAID THRU AMERICAN HERITAGE LIFE INSURANCE)	AMERICAN HERITAGE LIFE INS PO BOX 650514 DALLAS, TX 75265	\$15,000.00
14	GORDMANS STORES, INC.	HR - STOP LOSS COVERAGE AGREEMENT	AMERICAN INTERNATIONAL GROUP, INC.	AMERICAN INTERNATIONAL GROUP, INC. 175 WATER STREET NEW YORK, NY 10038	\$0.00
15	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 008 LOCATED AT SOUTHWEST PLAZA, SPRINGFIELD, IL	AMERICAN REALTY CAPITAL PROPERTIES	AMERICAN REALTY CAPITAL PROPERTIES 2325 E. CAMELBACK RD. STE. 110 PHOENIX, AZ 85016	\$46,907.30
16	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 076 LOCATED AT LAFAYETTE PAVILIONS, LAFAYETTE, IN	AMERICAN REALTY CAPITAL PROPERTIES	AMERICAN REALTY CAPITAL PROPERTIES 2325 E. CAMELBACK RD. STE. 110 PHOENIX, AZ 85106	\$68,678.50
17	GORDMANS, INC.	4TH PARTY SERVICES - SURVEY PROVIDER AGREEMENT	FORESEE RESULTS, INC	ANSWERS CORPORATION DEPT CH 19245 PALATINE, IL 60055	\$30,268.58
18	GORDMANS, INC.	CONSTRUCTION AGENT ON NEW STORES AGREEMENT	AOI CORPORATION	AOI CORPORATION 8801 SOUTH 137TH CIRCLE OMAHA, NE 68138-3455	\$3,504.12

Schedule B

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
19	GORDMANS CORPORATE, LLC	HR - JOB POSTINGS PROVIDER AGREEMENT	CAREERLINK.COM	APPLIED INFORMATION MANAGEMENT INSTITUTE 1905 HARNEY ST, SUITE 700 OMAHA, NE 68102	\$0.00
20	GORDMANS, INC.	IT - SYSTEMS - MARKDOWN OPTIMIZATION SOFTWARE AGREEMENT	APPLIED INTELLIGENCE SOLUTIONS	APPLIED INTELLIGENCE SOLUTIONS WESTMOOR TECHNOLOGY PARK 10955 WESTMOOR DR. SUITE 400 WESTMINSTER, CO 80021	\$0.00
21	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 104 LOCATED AT ARAPAHOE CROSSING, AURORA, CO	ARAPAHOE CROSSINGS, LP	ARAPAHOE CROSSINGS, LP BRIXMOR PROPERTIES GROUP 450 LEXINGTON AVE 13TH FLOOR NEW YORK, NY 10170	\$68,974.70
22	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 011 LOCATED AT CENTENNIAL PLAZA, OKLAHOMA CITY, OK	ARC CPOKCOK001 LLC OF CENTENNIAL PLZ SHOPPING CENTER	ARC CPOKCOK001 LLC OF CENTENNIAL PLZ SHOPPING CENTER C/O LINCOLN PROPERTY COMPANY 6500 GREENVILLE AVENUE SUITE 770 DALLAS, TX 75206	\$65,763.95
23	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 012 LOCATED AT VILLAGE OF QUAIL SPRINGS, OKLAHOMA CITY, OK	ARC QSOKCOK001, LLC	ARC QSOKCOK001, LLC 405 PARK AVENUE 14TH FLOOR NEW YORK, NY 10022	\$71,166.83
24	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 124 LOCATED AT ARNOLD CROSSROADS, ARNOLD, MO	ARNOLD CROSSROAD, LLC	ARNOLD CROSSROAD, LLC C/ JONES REALTY PO BOX 528 ST. ALBANO, MO 63073	\$57,463.69
25	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 116 LOCATED AT ASH PARK SHOPPING CENTER, ASHWAUBEN, WI	ASH INVESTORS, LLC	ASH INVESTORS, LLC RICHARD OSTRADOVEC, MANAGER 1365 NORTH ROAD SUITE F GREEN BAY, WI 54313	\$60,576.22
26	GORDMANS, INC.	HR - BACKGROUND CHECKS AGREEMENT	ASURINT	ASURINT 1501 EUCLID AVENUE SUITE 900 CLEVELAND, OH 44115	\$5,209.06

Schedule 1

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
27	GORDMANS, INC.	TRAVEL - CAR RENTAL CONTRACT AGREEMENT	AVIS RENT A CAR SYSTEM LLC	AVIS RENT A CAR SYSTEM LLC 7876 COLLECTIONS CENTER DR CHICAGO, IL 60693	\$20,895.72
28	GORDMANS, INC.	HR - LEGAL SUPPORT AGREEMENT	BAIRD HOLM	BAIRD HOLM LLP 1700 FARNAM STREET SUITE 1500 OMAHA,, NE 68102-2068	\$0.00
29	GORDMANS, INC.	CONSULTING - OPPORTUNITY BUYS AGREEMENT	BARBARA FIELDS BUYING OFFICE INC	BARBARA FIELDS BUYING OFFICE INC 110 EAST 9TH STREET, SUITE A 1289 LOS ANGELES, CA 90079	\$5,708.00
30	GORDMANS, INC.	VENDING MACHINES AGREEMENT	BEST VENDORS	BEST VENDORS 4150 OLSON MEMORIAL HIGHWAY MINNEAPOLIS, MN 55422	\$0.00
31	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 048 LOCATED AT CREEKWOOD COMMONS, KANSAS CITY. MO	BIG CREEKWOOD COMMONS	BIG CREEKWOOD COMMONS 1100 WALNUT SUITE 2000 KANSAS CITY, MO 64106	\$45,276.51
32	GORDMANS, INC.	IT - SYSTEMS - TELEPHONE SERVICE (FIRE & ALARM) AGREEMENT	BIRCH COMMUNICATIONS	BIRCH COMMUNICATIONS PO BOX 105066 ATLANTA, GA 30348-5066	\$27,295.95
33	GORDMANS, LLC	GIFT CARDS AGREEMENT	BLACKHAWK NETWORK, INC.	BLACK HAWK RENTAL 324 W 15TH ST WATERLOO, IA 50702	\$0.00
34	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 046 LOCATED AT ADAMS DAIRY LANDING, BLUE SPRINGS, MO	BLUE SPRINGS PARTNERS LP	BLUE SPRINGS PARTNERS LP RED DEVELOPMENT ONE EAST WASHINGTON STREET SUITE 300 PHOENIX, AZ 85004-2513	\$61,544.13
35	GORDMANS, INC.	HR - 401K ADMINISTRATOR / RECORD KEEPER AGREEMENT	ONE AMERICA (FORMERLY BMO)	BMO RETIREMENT SERVICES GAM ACCOUNTING DEPARTMENT PO BOX 2977 MILWAUKEE, WI 53201-2977	\$66,244.34

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Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
36	GORDMANS, INC.	ARMORED CAR SERVICES AGREEMENT	BRINKS	BRINKS PO BOX 52005 LOS ANGELES, CA 90074-2005	\$2,774.19
37	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 040 LOCATED AT WESTRIDGE COURT, NAPERVILLE, IL	BRIXMOOR HOLDINGS 6 SPE, LLC	BRIXMOOR HOLDINGS 6 SPE, LLC ATTN. REGIONAL COUNSEL 40 SKOKIE BLVD. SUITE 600 NORTHBROOK, IL 60062	\$60,509.42
38	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 010 LOCATED AT WESTMINSTER CITY CENTRE, WESTMINSTER, CO	BRIXMOR GA WESTMINSTER, LLC	BRIXMOR GA WESTMINSTER, LLC C/O BRIXMOR PROPERTY GROUP - ATTN: GENERAL COUNSEL 450 LEXINGTON AVE 13TH FLOOR NEW YORK, NY 10170	\$62,183.99
39	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 086 LOCATED AT BURNSVILLE CENTER, BURNSVILLE, MN	BURNSVILLE CENTER SPE, LLC	BURNSVILLE CENTER SPE, LLC CBL CENTER 2030 HAMILTON PLACE BLVD. SUITE 500 CHATTANOOGA, TN 37421-6000	\$62,523.68
40	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 030 LOCATED AT UNION PLAZA SHOPPING CENTER, TULSA, OK	BVCV UNION PLAZA, LLC	BVCV UNION PLAZA, LLC PO BOX 51298 IDAHO FALLS, ID 83405	\$55,926.58
41	GORDMANS, INC.	STORE TRAFFIC AND CONVERSION AGREEMENT	RETAIL NEXT, INC.	BVI NETWORKS, INC. / RETAIL NEXT, INC. 60 SOUTH MARKET STREET 10TH FLOOR SAN JOSE, CA 95113	\$73,344.99
42	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 952 LOCATED AT DISTRIBUTION CENTER II, MONROVIA, IN	CABOT IV-INIBO2, LLC	CABOT IV-INIBO2, LLC ATTN. ASSET MANAGEMENT ONE BEACON STREET 17TH FLOOR BOSTON, MA 02108	\$173,450.93

Schedule B

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
43	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 050 LOCATED AT DISTRIBUTION CENTER, OMAHA, NE	CANAM PO LP	CANAM PO LP C/O CANAM MANAGEMENT SERVICES, INC. 1868 SOURCES BLVD. SUITE 304 POINTE-CLAIRE QUEBEC H9R 5R2	\$115,770.00
44	GORDMANS, INC.	SERVICE AGREEMENT	CAPSTONE ENERGY	CAPSTONE ENERGY SERVICES 17445 ARBOR ST SUITE 101 OMAHA, NE 68130	\$0.00
45	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 045 LOCATED AT WESTOWN SHOPPING, DES MOINES, IA	CATALYST WESTOWNE, LLC	CATALYST WESTOWNE, LLC C/O RPD PROPERTY MANAGEMENT COMPANY, LLC/ELLIOTT PAULSKI 1901 AVENUE OF THE STARS SUITE 820 LOS ANGELES, CA 90067	\$68,165.89
46	GORDMANS, INC.	ELECTRONIC CHECK CONVERSION AGREEMENT	CERTEGY	CERTEGY CHECK SERVICES INC PO BOX 4535 CAROL STREAM, IL 60197-4535	\$0.00
47	GORDMANS, INC.	SERVICE AGREEMENT	CFO SERVICES	CFO SERVICES 11422 MIRACLE HILLS DRIVE SUITE 500 OMAHA, NE 68154	\$1,165.00
48	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 004 LOCATED AT MARKET PLACE , CHAMPAIGN. IL	CHAMPAIGN MARKET PLACE	CHAMPAIGN MARKET PLACE LAW/LEASE ADMIN DEPT. 110 N. WACKER DRIVE CHICAGO, IL 60606	\$49,676.24
49	GORDMANS, INC.	MATS, ETC AGREEMENT	CINTAS	CINTAS 2015 EAGLE ROAD NORMAL, IL 61761	\$0.00
50	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 085 LOCATED AT RUSHMORE CROSSING, RAPID CITY, SD	COLE MT RAPID CITY SD (I) LLC	COLE MT RAPID CITY SD (I) LLC C/O COLE REAL ESTATE INVESTMENTS 2325 CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	\$56,496.88

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
51	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 102 LOCATED AT RIVERDALE SHOPPING CENTER, RIVERDALE, UT	COLE MT RIVERDALE UT, LLC	COLE MT RIVERDALE UT, LLC C/O VEREIT 2325 CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	\$52,656.81
52	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 111 LOCATED AT COTTONWOOD COMMONS, ALBUQUERQUE, NM	COLE MT	COLE MT 2325 E. CAMELBACK RD. STE. 1100 PHOENIX, AZ 85016	\$55,429.75
53	GORDMANS STORES, INC.	VENDOR COMPLIANCE MONITORING & CHARGE-BACKS AGREEMENT	COMPLIANCE NETWORK	COMPLIANCE NETWORKS ATTN: CONTROLLER 14090 SOUTHWEST FREEWAY, STE 300 SUGAR LAND, TX 77478	\$40,219.00
54	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 110 LOCATED AT CORONADO CENTER, ALBUQUERQUE, NM	CORONADO CENTER ANCHOR ACQUISITION	CORONADO CENTER ANCHOR ACQUISITION C/O GENERAL GROWTH PROPERTIES 110 N. WACKER ROAD CHICAGO, IL 60606	\$64,533.87
55	GORDMANS STORES, INC.	HR - TRAINING AND RESEARCH AGREEMENT	CORPORATE EXECUTIVE BOARD (CEB)	CORPORATE EXECUTIVE BOARD 3393 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	\$0.00
56	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 074 LOCATED AT COUNTRYWOOD CROSSING, MEMPHIS, TN	COUNTRYWOOD DST / COUNTRYWOOD LEASE CO	COUNTRYWOOD DST / COUNTRYWOOD LEASE CO C/O INLAND CONTINENTAL PROPERTY MGMT CORP 2901 BUTTERFIELD ROAD BLDG. 1386 OAK BROOK, IL 60523	\$88,658.14
57	GORDMANS STORES, INC.	IT - SYSTEMS - PROCUREMENT SYSTEM (EXPENSE) AGREEMENT	COUPA SOFTWARE	COUPA SOFTWARE 100 S ELLSWORTH AVE STE 100 SAN MATEO, CA 94401-3933	\$0.00
58	GORDMANS STORES, INC.	IT - SYSTEMS - METRO OMAHA DATA SERVICES & SECONDARY / BACK-UP DATA CENTER (ASKSARBEN) AGREEMENT	COX SERVICES AGREEMENT	COX COMMUNICATIONS PO BOX 2742 OMAHA, NE 68103	\$32,575.94

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
59	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 112 LOCATED AT RIVER FALLS SHOPPING CENTER, CLARKSVILLE, IN	CPP RIVER FALLS LLC	CPP RIVER FALLS LLC COLUMBUS PACIFIC PROPERTIES 429 SANTA MONICA BLVD. STE. 600 SANTA MONICA, CA 90401	\$50,376.71
60	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 090 LOCATED AT CROSSROADS OF ROSEVILLE, ROSEVILLE, MN	CSHV CROSSROADS, LLC	CSHV CROSSROADS, LLC 26360 NETWORK PLACE SUITE 200 CHICAGO, IL 60673	\$72,093.46
61	GORDMANS STORES, INC.	IT - SYSTEMS - SERVER HARDWARE LEASE AGREEMENT	CSI LEASING	CSI LEASING INC 9990 OLD OLIVE STREET ROAD, SUITE 101 ST LOUIS, MO 63141	\$38,109.50
62		LEGAL - STATUTORY REPRESENTATION IN ALL STATES AGREEMENT	CT CORPORATION	CT CORPORATION PO BOX #4349 CAROL STREAM, IL 60197-4349	\$0.00
63	GORDMANS, INC.	IT - SYSTEMS - E-COMMERCE CREDIT CARD PAYMENT SYSTEM MANAGEMENT AGREEMENT	CYBERSOURCE	CYBERSOURCE CORPORATION PO BOX 742842 LOS ANGELES, CA 90074-2842	\$16,801.23
64	GORDMANS, INC.	HR - VOLUNTARY EMPLOYEE PAID BENEFIT PROVIDER AGREEMENT, FACILITAED THROUGH BENEFITS ADMINISTRATOR KEELER & ASSOCIATES	ID SHIELD	DATASHIELD CORPORATION 11320 DAVENPORT ST OMAHA, NE 68154	\$0.00
65	GORDMANS, INC.	IT - SYSTEMS - STORES SCHEDULING AGREEMENT	DAYFORCE, INC	DAYFORCE, INC 11720 AMBERPARK DRIVE, SUITE 435 ALPHARETTA, GA 30009	\$0.00
66	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 067 LOCATED AT EAST LLOYD SHOPPING CENTER, EVANSVILLE, IN	DDR SOUTHEAST EVANSVILLE EAST LLOYD	DDR SOUTHEAST EVANSVILLE EAST LLOYD C/O DEVELOPERS DIVERSIFIED REALTY CORP - EXECUTIVE VICE PRESIDENT 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	\$109,491.39

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
67	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 042 LOCATED AT FREMONT MALL, FREMONT, NE	DELTA PLAZA LLC / GJ REALTY	DELTA PLAZA LLC / GJ REALTY C/O GABRIEL JEIDEL 16 E. 34TH STREET 16TH FLOOR NEW YORK, NY 10016-4326	\$23,831.07
68	GORDMANS, INC.	E-COMMERCE WEBSITE - ECOMMERCE AGREEMENT	DEMANDWARE INC	DEMANDWARE INC 5 WALL STREET BURLINGTON, MA 01803	\$60,405.97
69	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 019 LOCATED AT SOUTH RIDGE SQUARE, DES MOINES, IA	DES MOINES ASSOCIATES	DES MOINES ASSOCIATES C/O PINE TREE COMMERCIAL PROPERTY 40 SKOKIE BLVD. SUITE 610 NORTHBROOK, IL 60062	\$40,372.08
70	GORDMANS, INC.	LICENSING - MATERNITY - TERMINATED AGREEMENT	DESTINATION MATERNITY	DESTINATION MATERNITY CORPORATION 456 NORTH FIFTH STREET PHILADELPHIA, PA 19123	\$0.00
71	GORDMANS, INC.	MARKETING - MARKETING AGREEMENT	DEVITO VERDI, INC	DEVITO VERDI, INC 100 5TH AVENUE, 16TH FLOOR NEW YORK, NY 10011	\$75,391.00
72	GORDMANS, INC.	MARKETING - AGREEMENT	DIGITAL EVOLUTION GROUP	DIGITAL EVOLUTION GROUP 10801 MASTIN BLVD SUITE 130 OVERLAND PARK, KS 66210	\$0.00
73	GORDMANS, INC.	HR - 401K INVESTMENT ADVISOR AGREEMENT	DIMEO SCHNEIDER & ASSOC. L.L.C	DIMEO SCHNEIDER & ASSOC. L.L.C 500 WEST MADISON, SUITE 1700 CHICAGO, IL 60661	\$6,524.80
74	GORDMANS, INC.	CREDIT CARD PROVIDER - MERCHANT SETTLEMENT AGREEMENT	DISCOVER BANK	DISCOVER BANK COUNTY COURT OF LANCASTER 575 S 10TH ST 2ND FLOOR LINCOLN, NE 68508	\$0.00
75	GORDMANS, INC.	LICENSING - LICENSE AGREEMENT (E-COMM) AGREEMENT	DSW, INC - (E-COMMERCE)	DSW, INC - (E-COMMERCE) 3421 WESTERVILLE ROAD COLUMBUS, OH 43224	\$0.00

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
76	GORDMANS, INC.	LICENSING - LICENSE AGREEMENT AGREEMENT	DSW, INC	DSW, INC 3421 WESTERVILLE ROAD COLUMBUS, OH 43224	\$0.00
77	GORDMANS STORES, INC.	STOCK OPTION SOFTWARE AGREEMENT	E*TRADE	E*TRADE FINANCIAL CORPORATE SERVICES ATTN: ACCOUNTS RECEIVABLE PO BOX 3512 ARLINGTON, VA 22203	\$560.00
78	GORDMANS, INC.	OUTSOURCED UTILITIES PAYMENT PROVIDER AGREEMENT	ECOVA INC	ECOVA INC 1313 N ATLANTIC, SUITE 5000 SPOKANE, WA 99201	\$478,360.05
79	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 053 LOCATED AT SOUTH 156TH STREET, OMAHA, NE	ED MILLER & SONS, INC.	ED MILLER & SONS, INC. 15426 W. CENTER RD. OMAHA, NE 68144	\$8,604.63
80	GORDMANS, INC.	BROKERAGE SERVICES AGREEMENT	EDGE REALTY PARTNERS LLC	EDGE REALTY PARTNERS LLC 5950 BERKSHIRE LANE, SUITE 700 DALLAS, TX 75225	\$0.00
81	GORDMANS, INC; GORDMANS DISTRIBUTION COMPANY, INC.	INCENTIVE AGREEMENT - TAX INCENTIVE IN INDIANA AGREEMENT	EDGE TAX CREDIT AGREEMENT - INDIANA	EDGE TAX CREDIT AGREEMENT - INDIANA KATZ,SAPPER & MILLER - C/O HEATHER JUDY CPA 800 EAST 96TH STREET, SUITE 500 INDIANAPOLIS, IN 46240	\$0.00
82	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 014 LOCATED AT HORIZON PLAZA, APPLETON, WI	EISENHOWER PROPERTIES, LLC	EISENHOWER PROPERTIES, LLC C/O PFEFFERLE MANAGEMENT 200 E WASHINGTON ST, STE 2A APPLETON, WI 54911	\$22,190.46
83	GORDMANS STORES, INC.	HR - GENERAL LIABILITY / WORKER'S COMP INSURANCE AGREEMENT	EMC RISK SERVICES	EMC RISK SERVICES, LLC PO BOX 9399 DES MOINES, IA 50306	\$5,273.92
84	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 107 LOCATED AT EAST PEORIA, DOWNTOWN, EAST PEORIA, IL	EP DOWNTOWN, LLC	EP DOWNTOWN, LLC CULLINAN PROPERTIES, LTD 420 NORTH MAIN STREET EAST PEORIA, IL 61611	\$70,830.47

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
85	GORDMANS STORES, INC.	OUTSOURCED TAX ACCOUNTANTS AGREEMENT	ERNST & YOUNG	ERNST & YOUNG PNC BANK C/O ERNST & YOUNG US LLP 3712 SOLUTIONS CENTER CHICAGO, IL 60677-3007	\$28,754.00
86	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 108 LOCATED AT THE FAMILY CENTER, MIDVALE, UT	EXCEL FT UNION, LLC	EXCEL FT UNION, LLC C/O EXCEL TRUST LP, EXCEL CENTRE 17140 BERNARDO CENTER DRIVE SUITE 300 SAN DIEGO, CA 92128	\$62,183.99
87	GORDMANS, INC.	MAINTENANCE / REPAIRS CONSOLIDATOR AGREEMENT	FACILITY SOURCE	FACILITY SOURCE, LLC 2020 NORTH CENTRAL AVE SUITE 1200 PHOENIX, AZ 85004	\$16,050.00
88	GORDMANS MANAGEMENT CO., INC	IT - SYSTEMS - LEASING DATABASE AGREEMENT	FACILITY WIZARD	FACILITY WIZARD SOFTWARE 4147 N RAVENSWOOD SUITE 400 CHICAGO, IL 60613	\$0.00
89	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 027 LOCATED AT FAIRVIEW HEIGHTS PLAZA, FAIRVIEW, IL	FAIRVIEW HEIGHTS INVESTORS, LLC	FAIRVIEW HEIGHTS INVESTORS, LLC C/O FORESTER PROPERTIES, GREG FORESTER 11620 WILSHIRE BLVD. SUITE 705 LOS ANGELES, CA 90025	\$73,625.35
90	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 078 LOCATED AT PLAZA AT FAYETTE MALL, LEXINGTON, KY	FAYETTE PLAZA CMBS, LLC	FAYETTE PLAZA CMBS, LLC C/O CBL & ASSOCIATES MNGMT., INC. 2030 HAMILTON PLACE BLVD. SUITE 500 CHATTANOOGA, TN 37421	\$54,075.33
91	GORDMANS, INC.	TICKETING PROVIDER AGREEMENT	FINELINE	FINELINE TECHNOLOGIES INC P O BOX 934219 ATLANTA, GA 31193-4219	\$62.11
92	GORDMANS MANAGEMENT CO., INC	TRACKS CERTIFICATES OF INSURANCE AGREEMENT	FIRST VERIFY	FIRST VERIFY 2727 BUFORD RD, SUITE D RICHMOND, VA 23235	\$0.00

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
93	GORDMANS, INC.	IT - SUPPORT - DCS WAREHOUSE CONTROL SYSTEM SUPPORT AGREEMENT	FORTNA INC.	FORTNA INC. 333 BUTTONWOOD STREET WEST READING, PA 19611	\$0.00
94	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 065 LOCATED AT RIB MOUNTAIN DRIVE, WAUSAU, WI	FREEDOM GROUP, LLC	FREEDOM GROUP, LLC C/O LARRY NIFONG 2181 SOUTH ONEIDA STREET SUITE 1 GREEN BAY, WI 54304	\$64,669.00
95	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 049 LOCATED AT MARK TWAIN MALL, ST. CHARLES, MO	G&I VI ST. CHARLES RETAIL LLC	G&I VI ST. CHARLES RETAIL LLC AMERICAN COMMERCIAL REALTY CORP 300 AVENUE OF THE CHAMPIONS SUITE 140 PALM BEACH GARDENS, FL 33418	\$63,863.96
96	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 117 LOCATED AT LAKESHORE MARKETPLACE, MUSKEGON, MI	G&I VIII LAKESHORE MARKPLACE, LLC	G&I VIII LAKESHORE MARKPLACE, LLC 3060 PEACHTREE RD NW ATLANTA, GA 30305	\$64,832.66
97	GORDMANS, INC.	ARMORED CAR SERVICES AGREEMENT	GARDA CL NORTHWEST, AT SYSTEMS	GARDA CL NORTHWEST, AT SYSTEMS 3209 MOMENTUM PLACE CHICAGO, IL 60689-5332	\$36,514.61
98	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 130 LOCATED AT CHAPEL HILLS, CO. SPRINGS, CO	GARRISON CHAPEL HILLS, LLC	GARRISON CHAPEL HILLS, LLC CBL & ASSOC. 2030 HAMILTON PLACE BLVD. STE. 500-CBL CENTER CHATTANOOGA, TN 37421	\$52,223.50
99	GORDMANS, INC.	RESEARCH AND ADVISORY SERVICES AGREEMENT	GARTNER INC	GARTNER INC PO BOX 911319 DALLAS, TX 75391-1319	\$22,250.00
100	GORDMANS DISTRIBUTION COMPANY, INC.	GIFT CARDS AGREEMENT	GIFTCERTIFICATES.COM	GIFTCERTIFICATES.COM 11510 BLONDO ST OMAHA, NE 68164	\$0.00
101	GORDMANS DISTRIBUTION COMPANY, INC.	GIFT CARD SERVICING AGREEMENT	GLOBOFORCE	GLOBOFORCE 12100 WEST CENTER ROAD OMAHA, NE 68144	\$0.00

Schedules

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
102	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 021 LOCATED AT EAST POINTE PLAZA, DES MOINES, IA	GOODRICH DES MOINES L.L.C.	GOODRICH DES MOINES L.L.C. 560 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	\$15,416.66
103	GORDMANS STORES, INC.	EXTERNAL AUDITORS AGREEMENT	GRANT THORNTON LLP	GRANT THORNTON LLP 33562 TREASURY CENTER CHICAGO, IL 60694	\$282,331.71
104	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 009 LOCATED AT POWER CENTER, FENTON, MO	GRAVOIS BLUFFS III, LLC	GRAVOIS BLUFFS III, LLC C/O G.J. GREWE 9109 WATSON ROAD SUITE 400 ST. LOUIS, MO 63126	\$63,791.45
105	GORDMANS, INC.	STORE CLOSING AGREEMENT	GREAT AMERICAN GROUP	GREAT AMERICAN GROUP, INC 21860 BURBANK BLVD, SUITE 300 SOUTH WOODLAND HILLS, CA 91367	\$55,212.30
106	GORDMANS, INC.	SERVICE AGREEMENT - HALLMARK (GIFTCARDS)	HALLMARK (GIFTCARDS)	HALLMARK MARKETING CORP - HALLMARK (GIFTCARDS) 121 S. 8TH ST MINNEAPOLIS, MN 55402	\$0.00
107	GORDMANS, INC.	HALLMARK MERCHANT AGREEMENT	HALLMARK MERCHANT AGREEMENT	HALLMARK MARKETING CORP - HALLMARK MERCHANT AGREEMENT P O BOX 73642 CHICAGO, IL 60673	\$0.00
108	GORDMANS, INC.	PROFESSIONAL SERVICES - COMPENSATION CONSULTING AGREEMENT	HAY GROUP INC.	HAY GROUP INC. PO BOX 828352 PHILADELPHIA, PA 19182-8352	\$0.00
109	GORDMANS STORES, INC.	SERVICE AGREEMENT	HEAT SOFTWARE USA INC	HEAT SOFTWARE (PREVIOUSLY FRONT RANGE) PO BOX 204375 DALLAS, TX 75320-4375	\$41,826.75
110	GORDMANS, INC.	PROFESSIONAL SERVICES - OPPORTUNITY BUYS AGREEMENT	HENRY DONEGER ASSOCIATES, INC	HENRY DONEGER ASSOC, INC 463 SEVENTH AVE #3RD FL NEW YORK, NY 10018	\$19,993.39

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
111	GORDMANS DISTRIBUTION COMPANY, INC.	IT-SYSTEMS - DISTRIBUTION SOFTWARE AGREEMENT	HIGHJUMP SOFTWARE, LLC	HIGHJUMP SOFTWARE, LLC, NW 5230 5600 WEST 83RD STREET MINNEAPOLIS, MN 55437	\$0.00
112	GORDMANS MANAGEMENT CO., INC	IT - CONSULTING - DATABASE SUPPORT AGREEMENT	HOUSE OF BRICK TECHNOLOGIES	HOUSE OF BRICK TECHNOLOGIES 9300 UNDERWOOD AVE, SUITE 300 OMAHA, NE 68114	\$3,433.06
113	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 002 LOCATED AT WINDSOR MEADOWS, DAVENPORT, IA	HY-VEE, INC	HY-VEE, INC C/O DAVID BAILIE / VP REAL ESTATE 5820 WESTOWNE PARKWAY DES MOINES, IA 50266	\$28,125.00
114	GORDMANS, INC.	PROFESSIONAL SERVICES - INVESTOR RELATIONS AGREEMENT	ICR, LLC	ICR 761 MAIN AVENUE NORWALK, CT 06851	\$18,500.00
115	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 007 LOCATED AT LAKESIDE HILLS PLAZA, OMAHA, NE	ILD LAKESIDE, LLC	ILD LAKESIDE, LLC C/O DP MANAGEMENT 11506 NICHOLAS STREET SUITE 200 OMAHA, NE 68154	\$78,474.82
116	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 068 LOCATED AT THE SHOPPES AT COLLEGE HILLS, NORMAL, IL	IMI COLLEGE HILLS, LLC	IMI COLLEGE HILLS, LLC 410 NORTH MICHIGAN AVENUE SUITE 1000 CHICAGO, IL 60611	\$81,016.59
117	GORDMANS, INC.	IT - SYSTEMS - SMARTSTREAM FINANCIAL SYSTEMS (FINANCIALS & PAYROLL) AGREEMENT	INFOR US, INC	INFOR US, INC NW 7418 PO BOX 1450 MINNEAPOLIS, MN 55485-7418	\$0.00
118	GORDMANS, INC.	IT - SYSTEMS - DATA WAREHOUSE REPORTING AGREEMENT	INFOVISIONIX INC	INFOVISIONIX INC 2 PETERS CANYON STE 200 IRVINE, CA 92606	\$34,688.65
119	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 037 LOCATED AT RIVERTREE COURT, VERNON HILLS, IL	INLAND CONTINENTAL PROPERTY MANAGEMENT CORP.	INLAND CONTINENTAL PROPERTY MANAGEMENT CORP. 814 COMERCE DRIVE SUITE 300 OAK BROOK, IL 60523	\$73,006.65

Schedules

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
120	GORDMANS, INC.	KEY CNTROL SERVICE PROVIDER AGREEMENT	INSTAKEY SECURITY SYSTEMS	INSTAKEY SECURITY SYSTEMS 7456 WEST 5TH AVE LAKEWOOD, CO 80226	\$262.50
121	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 123 LOCATED AT CREEKSIDE COMMONS, MENTOR, OH	IRC CREEKSIDE COMMONS, LLC	IRC CREEKSIDE COMMONS, LLC C/O IRC RETAIL CENTERS - ATTN: PRESIDENT OF PROPERTY 814 COMMERCE DR SUITE 300 OAKBROOK, IL 60523	\$53,750.86
122	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 084 LOCATED AT PRINCESS CITY PLAZA, MISHAWAKA, IN	IRC PRINCESS CITY PLAZA, LLC	IRC PRINCESS CITY PLAZA, LLC C/O IRC RETAIL CENTERS - ATTN: PRESIDENT OF PROPERTY 814 COMMERCE DR SUITE 300 OAKBROOK, IL 60523	\$65,053.35
123	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 131 LOCATED AT RIVERDALE COMMONS, COON RAPDIS, MN	IRC RIVERDALE COMMONS, LLC	IRC RIVERDALE COMMONS, LLC C/O IRC RETAIL CENTERS - ATTN: PRESIDENT OF PROPERTY 814 COMMERCE DR SUITE 300 OAKBROOK, IL 60523	\$62,652.70
124	GORDMANS, INC.	CORPORATE AND EMPLOYEE CREDIT CARD PROGRAM AGREEMENT, FACILITAED THROUGH BENEFITS ADMINISTRATOR UNITED HEALTHCARE	JP MORGAN CHASE BANK NA	JP MORGAN CHASE BANK NA PO BOX 4475 CAROL STREAM, IL 60197-4475	\$0.00
125	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 035 LOCATED AT WESTLAND TOWNE CTR, LAKEWOOD, CO	JPMCC 2006-LDP7 CENTRO ENFIELD	JPMCC 2006-LDP7 CENTRO ENFIELD C/O LNR PARTNERS, LLC / DIRECTOR OF REAL ESTATE 1601 WASHINGTON AVENUE SUITE 700 MIAMI BEACH, FL 33139	\$35,155.67
126	GORDMANS, INC.	STORES CLEANING AGREEMENT	KBS (KELLERMEYER)	KBS 1575 HENTHORNE MAUMEE, OH 43537	\$852,526.26
127	GORDMANS, INC.	HR - BENEFITS ADMINISTRATION AGREEMENT	KEELER & ASSOCIATES	KEELER & ASSOCIATES 2209 1ST AVE PLATTSMOUTH, NE 68048	\$12,000.00

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
128	GORDMANS, INC.	MARKETING - MARKETING AGREEMENT	KELLY SCOTT & MADISON - KSM	KELLY, SCOTT & MADISON 23983 NETWORK PLACE CHICAGO, IL 60673	\$2,591,876.57
129	GORDMANS, INC.	HR - APPLICANT TRACKING SYSTEM AGREEMENT	IBM BRASS RING (PREVIOUSLY KENEXA)	KENEXA BRASSRING, INC. PO BOX 827674 PHILADELPHIA, PA 19182-7674	\$0.00
130	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 109 LOCATED AT SOUTHPORT PLAZA, KENOSHA, WI	KENOSHA SOUTHPORT COLLIERS INTERNATIONAL	KENOSHA SOUTHPORT COLLIERS INTERNATIONAL CONTINENTAL PROPERTIES-TOM WEIGARD 1243 N. 10TH ST. STE. 300 MILWAUKEE, WI 53025	\$64,593.80
131	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 028 LOCATED AT TALLGRASS CENTRE, WICHITA, KS	KIR E WICHITA LP	KIR E WICHITA LP C/O KIMCO REALTY CORP., LEASE ADMINISTRATION 3333 NEW HYDE PARK RD SUITE 100 NEW HYDE PARK, NY 11042-0020	\$54,869.58
132	GORDMANS, INC.	ELEVATOR MAINTENANCE AGREEMENT	KONE CARE	KONE INC PO BOX 3491 CAROL STREAM, IL 60132	\$0.00
133	GORDMANS, INC.	IT - SERVICES - COPIERS / PRINTERS AGREEMENT	KONICA MINOLTA	KONICA MINOLTA 11122 Q STREET OMAHA, NE 68137	\$65,919.03
134	GORDMANS, INC.	HR - STORE TIME KEEPING SYSTEM AGREEMENT	KRONOS, INC	KRONOS, INC PO BOX 743208 ATLANTA, GA 30374-3208	\$0.00
135	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 033 LOCATED AT GORDMANS (STND ALNE), OMAHA, NE	L.C. DEVELOPMENT	L.C. DEVELOPMENT THE LERNER COMPANY TWO OLD MILL RD. 10855 W. DODGE RD OMAHA, NE 68154	\$20,595.83

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
136	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 082 LOCATED AT LAKE MANAWA, COUNCIL BLUFFS IA	LAKE MANAWA CENTRE	LAKE MANAWA CENTRE C/O DP MANAGEMENT 11506 NICHOLAS STREET SUITE 200 OMAHA, NE 68154	\$59,879.64
137	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 120 LOCATED AT HAY CREEK SHOPS, BISMARCK, SD	LASALLE SHOPPING CENTER, LLC	LASALLE SHOPPING CENTER, LLC C/O WOODMONT COMPANY 2100 W. 7TH ST. FT. WORTH, TX 76107	\$55,815.04
138	GORDMANS, INC.	IT - SYSTEMS - QUEUE MANAGEMENT IN STORES AGREEMENT	LAVI INDUSTRIES	LAVI INDUSTRIES C/O ACCOUNTS RECEIVABLE 27810 AVENUE HOPKINS VALENCIA, CA 91355	\$0.00
139	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 127 LOCATED AT LIBERTY COMMONS, LIBERTY, MO	LEGACY LIBERTY LLC	LEGACY LIBERTY LLC C/O LEGACY ASSET MNGMT 4717 CENTRAL ST KANSAS CITY, MO 64112	\$34,940.18
140	GORDMANS, INC.	HVAC SERVICE AGREEMENT	LENNOX CONTRACT	LENNOX NATIONAL ACCOUNT SERVICES PO BOX 731627 DALLAS, TX 75373-1627	\$141,880.93
141	GORDMANS STORES, INC.	HR - RECRUITMENT SUPPORT AGREEMENT	LINKEDIN CORPORATION	LINKEDIN CORPORATION 62228 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693-0622	\$12,823.40
142	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 066 LOCATED AT MANKATO STORE, MANKATO, MN	LOCKARD DEVELOPMENT, INC	LOCKARD DEVELOPMENT, INC C/O LOCKARD MANKATO 129 PLAZA CIRCLE PO BOX 2200 WATERLOO, IA 50704	\$25,561.20
143	GORDMANS, INC.	ARMORED CAR SERVICES AGREEMENT	LOOMIS FARGO & CO	LOOMIS FARGO & CO DEPT CH 10500 PALANTINE, IL 60055-0500	\$1,086.38
144	GORDMANS, INC.	FIXTURES - SERVICE AGREEMENT	LOZIER STORE FIXTURES INC.	LOZIER STORE FIXTURES INC. P.O. BOX 3577 OMAHA, NE 68103-0577	\$1,931.81

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
145	GORDMANS, INC.	MARKETING - PUBLIC RELATIONS AGREEMENT	LUKAS PARTNERS	LUKAS PARTNERS 11915 P STREET SUITE 100 OMAHA, NE 68137-2228	\$18,482.93
146	GORDMANS STORES, INC.	IT - CONSULTING - E-COMMERCE PLATFORM MANAGEMENT & SUPPORT AGREEMENT	LYONS CONSULTING GROUP	LYONS CONSULTING GROUP LLC 20 N WACKER STE 1750 CHICAGO, IL 60606	\$43,957.00
147	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 003 LOCATED AT SOUTH PARK MALL, MOLINE, IL	MACERICH SOUTH PARK MALL LLC	MACERICH SOUTH PARK MALL LLC C/O MACERICH PROPERTY MANAGEMENT 401 WILSHIRE BLVD. SUITE 700 SANTA MONICA, CA 90401	\$42,032.29
148	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 018 LOCATED AT EAST TOWNE MALL, MADISON, WI	MADISON / EAST TOWNE, LLC	MADISON / EAST TOWNE, LLC C/O CBL & ASSOCIATES MNGMT., INC. CBL CENTER, STE. 500 2030 HAMILTON PLACE BLVD. CHATTANOOGA, TN 37421-6000	\$54,535.17
149	GORDMANS, INC.	HR - MAILROOM EQUIPMENT LEASE AGREEMENT	CLARITUS (THRU MAIL FINANCE)	MAIL FINANCE DEPT 3682 PO BOX 123682 DALLAS, TX 75312	\$7,054.76
150	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 072 LOCATED AT MARKETPLACE ON FIRST, CEDAR RAPIDS, IA	MARKETPLACE ON FIRST LLC	MARKETPLACE ON FIRST LLC C/O JOANNE MAUCK, LLC PO BOX 42 SWISHER, IA 52338-0042	\$60,577.00
151	GORDMANS, INC.	INSURANCE BROKER - COMMERCIAL PREMIUM AGREEMENT AGREEMENT	MARSH USA, INC.	MARSH USA, INC. 2002 STAFFORD RD PLAINFIELD, IN 46168	\$59.98
152	GORDMANS MANAGEMENT CO., INC	MERCHANDISING - MERCHANDISING SUPPORT AGREEMENT	MAX SALES PLANNER AGREEMENT	MAX SALES GROUP INC 2331 TUBEWAY AVE COMMERCE, CA 90040	\$0.00

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
153	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 036A LOCATED AT LAKEPORT COMMONS, SIOUX CITY, IA	MB SIOUX CITY LAKEPORT LLC	MB SIOUX CITY LAKEPORT LLC C/O IVENTRUST PROPERTY MANAGEMENT LLC 2901 BUTTERFIELD ROAD STE 200 OAK BROOK, IL 60523	\$92,998.38
154	GORDMANS, INC.	HR - STATE SPONSORED HEALTH PLAN ENROLLMENT AGREEMENT	MED ENROLL INC	MED ENROLL INC PO BOX 5599 FLORENCE, SC 29502	\$1,733.87
155	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 103 LOCATED AT MERIDAN TOWN CENTER, MERIDAN, ID	MERIDIAN CENTERCAL, LLC	MERIDIAN CENTERCAL, LLC C/O CENTERCAL PROPERTIES - VICE PRESIDENT, TENANT SERVICES 1600 EAST FRANKLIN AVENUE EL SUGUNDO, CA 90245	\$57,379.33
156	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 125 LOCATED AT MERIDIAN MALL, LANSING, MI	MERIDIAN MALL LIMITED PARTNERSHIP	MERIDIAN MALL LIMITED PARTNERSHIP ATTN: CEO / PRESIDENT 2030 HAMILTON PLACE BLVD. CHATTANOOGA, TN 37421-6000	\$68,517.52
157	GORDMANS, INC.	MARKETING - TEXT MESSAGING SERVICES PROVIDER AGREEMENT	MGAGE, LLC	MGAGE, LLC PO BOX 538609 ATLANTA, GA 30353-8609	\$62,450.07
158	GORDMANS STORES, INC.	SUB-LEASE - SUB LEASE ON STORE 45 AGREEMENT	MICHAELS	MICHAELS 8000 BENT BRANCH DR IRVING, TX 75063	\$0.00
159	GORDMANS, INC.	IT - SYSTEMS - LICENSES AGREEMENT	MICROSOFT	MICROSOFT CORPORATION 1950 N STEMMONS FWY STE 5010 LB# 842467 DALLAS, TX 75207	\$0.00
160	GORDMANS, INC.	IT - SYSTEMS - E-COMMERCE AGREEMENT	MICROSOFT (BING)	MICROSOFT ONLINE INC PO BOX 847543 DALLAS, TX 75284-7543	\$7,601.35

Contracts and Leases

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161	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 039 LOCATED AT EAST HILLS MALL, ST. JOSEPH, MO	MIDLAND EMPIRE RETAIL, LLC	MIDLAND EMPIRE RETAIL, LLC C/O MD ASSOCIATES, LEASE ADMINISTRATION 5201 JOHNSON DRIVE SUITE 450 MISSION, KS 66205	\$65,437.86
162	GORDMANS, INC.	STORES MUSIC AGREEMENT	MUZAK	MUZAK PO BOX 71070 CHARLOTTE, NC 28272-1070	\$27,927.56
163	GORDMANS, INC.	BROKERAGE SERVICES - REAL ESTATE BROKER SERVICES AGREEMENT	N & M BROKERAGE SERVICES LLC	N & M BROKERAGE SERVICES LLC 2285 S 67TH ST, SUITE 250 OMAHA, NE 68106	\$0.00
164	GORDMANS STORES, INC.	FINANCIAL RELATED AGREEMENT	NASDAQ	NASDAQ CORPORATE SOLUTIONS LLC LBX #11700 PO BOX 780700 PHILADELPHIA, PA 19178-0700	\$0.00
165	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 119 LOCATED AT WILSONTOWN CENTER, GRAND RAPIDS, MI	NATIONAL RETAIL PROPERTIES	NATIONAL RETAIL PROPERTIES VICE PRESIDENT-ASSET MANAGEMENT 450 SOUTH ORANGE AVE. SUITE 900 ORLANDO, FL 32801	\$56,699.99
166	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 121 LOCATED AT SAGINAW SQUARE, SAGINAW, MI	NATIONAL RETAIL PROPERTIES	NATIONAL RETAIL PROPERTIES VICE PRESIDENT-ASSET MANAGEMENT 450 SOUTH ORANGE AVE. SUITE 900 ORLANDO, FL 32801	\$44,376.00
167	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 101 LOCATED AT GABLE CROSSING, AVON, IN	NATIONAL RETAIL PROPERTIES	NATIONAL RETAIL PROPERTIES VICE PRESIDENT-ASSET MANAGEMENT 450 SOUTH ORANGE AVE. SUITE 900 ORLANDO, FL 32801	\$52,598.34
168	GORDMANS, INC.	HR - STOP LOSS COVERAGE AGREEMENT	NATIONAL UNION FIRE INSURANCE (COMPANY OF PITTSBURGH)	NATIONAL UNION FIRE INSURANCE (COMPANY OF PITTSBURGH) 175 WATER STREET, 18TH FLOOR NEW YORK, NY 10038	\$0.00

Contracts and Leases

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169	GORDMANS, INC.	INCENTIVE AGREEMENT - NEBRASKA TAX INCENTIVE AGREEMENT	NE LB312	NE LB312 NEBRASKA DEPARTMENT OF REVENUE PO BOX 98944 LINCOLN, NE 68509-8944	\$0.00
170	GORDMANS STORES, INC.	HR - RELOCATION SUPPORT AGREEMENT	NEI RELOCATION	NEI GLOBAL RELOCATION COMPANY 8701 WEST DODGE ROAD P.O. BOX 241886 OMAHA, NE 68124-5886	\$0.00
171	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 060 LOCATED AT BROADMOOR TOWN CENTER, COLORADO SPRINGS, CO	NEW HAVEN WG, LLC	NEW HAVEN WG, LLC C/O NODDLE DEVELOPMENT COMPANY 2285 S. 67TH STREET OMAHA, NE 68106	\$49,167.51
172	GORDMANS, INC.	HR - BENEFITS BROKER / LEGAL ADVICE ON BENEFITS AGREEMENT	NFP CORPORATE SERVICES	NFP CORPORATE SERVICES 500 WEST MADISON STREET SUITE 2760 CHICAGO, IL 60661	\$4,000.00
173	GORDMANS, INC.	CONSULTING AGREEMENT	NFP INSURANCE SERVICES, INC.	NFP INSURANCE SERVICES, INC. 1300 VIRGINIA DRIVE FORT WASHINGTON, PA 19034	\$0.00
174	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 047 LOCATED AT NOLAND FASHION SQUARE, INDEPENDENCE, MO	NOLAND FASHION SQUARE PARTNERS	NOLAND FASHION SQUARE PARTNERS C/O BLOCK & CO INC 605 W 47TH STREET, STE 200 KANSAS CITY, MO 64112	\$46,128.29
175	GORDMANS STORES, INC.	ENERGY MANAGEMENT SERVICES AGREEMENT	NOVAR	NOVAR HONEYWELL ECC NOVAR 6060 ROCKSIDE WOOD BLVD. CLEVELAND, OH 44131	\$0.00
176	GORDMANS, INC.	LEASE AUDITS AGREEMENT	OAG	OCCUPANCY AUDIT GROUP 27442 PORTOLA PARKWAY, SUITE 170 FOOTHILL RANCH, CA 92610	\$0.00

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
177	GORDMANS, INC.	IT - CONSULTING - MERCHANDISING/POS/CRM APPLICATION MANAGEMENT & SUPPORT AGREEMENT	OLR AMERICA INC	OLR AMERICA INC 1200 WASHINGTON AVENUE SOUTH SUITE 280 MINNEAPOLIS, MN 55415	\$38,985.89
178	GORDMANS, INC.	STORE FIXTURE AGREEMENT	OMAHA FIXTURE MANUFACTURING, INC	OMAHA FIXTURE, INC. PO BOX 30097 OMAHA, NE 68103-1197	\$0.00
179	GORDMANS, INC.	IT - SERVICES - REGISTER REPAIRS AGREEMENT	ONSITE TECHNOLOGY SERVICES	ONSITE TECHNOLOGY SERVICES 1501 PARK ROAD CHANHASSEN, MN 55317	\$2,098.27
180	GORDMANS, INC.	EDI NETWORK - 4 DOCUMENTS AGREEMENT	OPENTEXT (PART OF EDI PROJECT)	OPENTEXT (PART OF EDI PROJECT) OPEN TEXT -GXS, INC. 9711 WASHINGTONIAN BLVD SUITE 700 GAITHERSBURG, MD 20878	\$0.00
181	GORDMANS STORES, INC.	IT - SYSTEMS - RETAIL MERCHANDISING SYSTEM AGREEMENT	ORACLE	ORACLE CORPORATION PO BOX 71028 CHICAGO, IL 60694-1028	\$0.00
182	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 026 LOCATED AT ORCHARD PLAZA, LENEXA, KS	ORCHARD CENTER COMPANY, LLC	ORCHARD CENTER COMPANY, LLC C/O BLOCK & COMPANY-VINCE KNECHT 605 W. 47TH STREET SUITE 200 KANSAS CITY, MO 64112	\$52,927.30
183	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 132 LOCATED AT SHOPPES AT PARMA, PARMA, OH	PARMATOWN STATION LLC	PARMATOWN STATION LLC C/O PECO REAL ESTATE PARTNERS 5905 E. GALBRAITH RD. STE. 1000 CINCINNATI, OH 45236	(\$295,896.66)
184		SERVICE AGREEMENT	PAYLESS OFFICE SUPPLIES	PAYLESS OFFICE PRODUCTS, INC PO BOX 390157 OMAHA, NE 68138	\$13,761.33
185	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 126 LOCATED AT MARKETPLACE AT FOUR CORNERS, BAINBRIDGE, OH	PEBB CLEVELAND LLC	PEBB CLEVELAND LLC 7900 GLADES ROAD, SUITE 600 BOCA RATON, FL 33434	\$56,798.72

Contracts and Leases

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186	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 063 LOCATED AT O'FALLON WALK, O'FALLON, MO	PEBB O'FALLON, LLC	PEBB O'FALLON, LLC 7900 GLADES ROAD SUITE 600 BOCA RATON, FL 33434	\$45,216.81
187	GORDMANS, INC.	MERCHANDISING - PEPSI BOTTLE PRODUCTS SOLD IN STORES AGREEMENT	PEPSI	PEPSI MADISON PO BOX 7425 MADISON, WI 53707-7425	\$0.00
188	GORDMANS, INC.	IT - SYSTEMS - IMAGING SYSTEM AGREEMENT	PERCEPTIVE SOFTWARE, LLC	PERCEPTIVE SOFTWARE P O BOX 846261 DALLAS, TX 75284-6261	\$0.00
189	GORDMANS DISTRIBUTION COMPANY, INC.	TRANSPORTATION - CONSOLIDATION WAREHOUSE SERVICES AGREEMENT	PERFORMANCE TEAM - PT	PERFORMANCE TEAM P.O. BOX 515176 LOS ANGELES, CA 90051-5176	\$0.00
190	GORDMANS, INC.	HR - EMPLOYMENT ASSESSMENTS AGREEMENT	PI MIDWEST	PI MIDWEST LARRY GOOD & ASSOC., INC PO BOX 45158 OMAHA, NE 68145	\$0.00
191	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 079 LOCATED AT PINNACLE HILLS, ROGERS, AR	PINNACLE SOUTH	PINNACLE SOUTH GENERAL GROWTH PROPERTIES, INC. 110 N. WACKER DRIVE CHICAGO, IL 60606	\$61,452.33
192	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 114 LOCATED AT PORTER'S VALE, VALPARAISO, IN	PORTER'S VALE SHOPPING CENTER LLC	PORTER'S VALE SHOPPING CENTER LLC C/O LAUTH MANAGEMENT, LLC - GENERAL COUNSEL 111 CONGRESSIONAL BLVD. CARMEL, IN 46032	\$45,412.25
193	GORDMANS, INC.	SERVICE AGREEMENT	PRESTO X CO	PRESTO X CO PO BOX 14087 READING, PA 19612-4087	\$0.00
194	GORDMANS, INC.	GIFT CARD SURVEY PROVIDER AGREEMENT	PRIZE LOGIC	PRIZE LOGIC 25200 TELEGRAPH ROAD, SUITE 405 SOUTHFIELD, MI 48033	\$0.00

Contracts and Leases

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195	GORDMANS, INC.	PROFESSIONAL SERVICES - REVERSE AUCTION PROVIDER AGREEMENT	PROACTIS	PROACTIS 2111 E . HIGHLAND AVE, SUITE B-375 PHOENIX, AZ 85016	\$0.00
196	GORDMANS, INC.	IT - CONSULTING - JBOSS MANAGEMENT / SUPPORT, HELPDESK & BATCH MONITORING AGREEMENT	PROKARMA	PROKARMA 8705 SW NIMBUS AVE SUITE 118 BEAVERTON, OR 97008	\$23,096.00
197	GORDMANS, INC.	PROFESSIONAL SERVICES - IT CONTROLS AUDITORS AGREEMENT	PROTIVITI	PROTIVITI 12269 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	\$22,226.13
198	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 083 LOCATED AT ORCHARD CROSSING, FT. WAYNE, IN	PTI FT WAYNE LLC	PTI FT WAYNE LLC INLAND COMMERCIAL PROPERTY MANAGEMENT - GENERAL COUNSEL 2901 BUTTERFIELD ROAD OAKBROOK, IL 60525	\$65,293.80
199	GORDMANS STORES, INC.	ARMORED CAR SCHEDULING AGREEMENT	Q&A PAYMENT SOLUTIONS	Q&A PAYMENT SOLUTIONS #105-325, 1933 STATE ROUTE 35 WALL, NJ 07719	\$13,753.00
200	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 031 LOCATED AT CENTENNIAL PLAZA, TULSA, OK	RAFAEL & SARAH IROM	RAFAEL & SARAH IROM C/O OMEGA INTERPRISES 6304 SOUTH PEORIA TULSA, OK 74136-0517	\$57,673.07
201	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 069 LOCATED AT STATE & PERRY ROAD, ROCKFORD, IL	RANCHO PERRYVILLE I, LLC	RANCHO PERRYVILLE I, LLC C/O PACIFIC COMMERCIAL MANAGEMENT 5151 SHOREHAM PLACE SUITE 180 SAN DIEGO, CA 92122	\$92,208.53
202	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 115 LOCATED AT REGENCY CENTERS, SCHERERVILLE, IN	RB SCHERERVILLE CROSSINGS, LLC	RB SCHERERVILLE CROSSINGS, LLC LEGAL DEPARTMENT ONE INDEPENDENT DRIVE SUITE 114 JACKSONVILLE, FL 32202-5019	\$66,009.77
203	GORDMANS, INC.	SERVICE AGREEMENT	REAL WINWIN	REALWINWIN PO BOX 15787 PHILADELPHIA, PA 19103	\$0.00

Contracts and Leases

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204	GORDMANS, INC.	STORE TRAFFIC AND CONVERSION AGREEMENT	RETAIL TECH INC	RETAIL TECH INC 1501 PARK ROAD CHANHASSEN, MN 55317	\$0.00
205	GORDMANS, INC.	IT - SYSTEMS - NEW MARKDOWN OPTIMIZATION SOFTWARE AGREEMENT	REVIONICS, INC	REVIONICS, INC 2998 DOUGLAS BLVD, SUITE 350 ROSEVILLE, CA 95661	\$145,000.00
206	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 016 LOCATED AT RIVERWALK CENTRE SHOPPING, MOORE, OK	RIVERWALK CENTRE I - OKLAHOMA, LLC	RIVERWALK CENTRE I - OKLAHOMA, LLC C/O AAMS, JONATHAN GORDON, VP PROPERTY MNGMT. 4711 W. GOLF ROAD STE. 1000 SKOKIE, IL 60076	\$77,575.53
207	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 022 LOCATED AT EAGLE RUN, GRAND ISLAND, NE	ROBERT M. ALLEN FAMILY LIMITED PARTNERSHIP	ROBERT M. ALLEN FAMILY LIMITED PARTNERSHIP 1115 W. 2ND STREET HASTINGS, NE 68901	\$28,125.09
208	GORDMANS, INC.	FACILITIES - ARMORED CAR SERVICES AGREEMENT	ROCHESTER ARMORED CAR	ROCHESTER ARMORED CAR 3937 LEAVENWORTH ST. OMAHA, NE 68105	\$9,830.97
209	GORDMANS, INC.	PROFESSIONAL SERVICES - AUTOMATED SEC REPORTING AGREEMENT	RR DONNELLY - ACTIVE DISCLOSURE	RR DONNELLEY 7810 SOLUTION CENTER CHICAGO, IL 60677	\$0.00
210	GORDMANS, INC.	TRANSPORTATION - FREIGHT TRANSPORTATION AGREEMENT	RUAN TRANSPORT CORPORATION	RUAN TRANSPORT CORPORATION P O BOX 977 DES MOINES, IA 50304-0977	\$179,815.98
211	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 070 LOCATED AT GATEWAY TO MACHESNEY PARK, MACHESNEY PARK, IL	RUBLOFF C&G PORTFOLIO, LLC	RUBLOFF C&G PORTFOLIO, LLC C/O RUBLOFF DEVELOPMENT GROUP 6763 WEAVER ROAD SUITE 108 ROCKFORD, IL 68114	\$58,376.23
212	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 081 LOCATED AT CROSSROAD SHOPPING CENTER, WICHITA, KS	RUFFIN PROPERTIES	RUFFIN PROPERTIES C/O PHIL RUFFIN PO BOX 17087 WICHITA, KS 67217	\$28,760.42

Contracts and Leases

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213	GORDMANS, INC.	ELEVATOR MAINTENANCE AGREEMENT	SCHINDLER ELEVATOR	SCHINDLER ELEVATOR CORPORATION PO BOX 93050 CHICAGO, IL 60673-3050	\$5,110.93
214	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 023 LOCATED AT CROSSROADS CENTER, WATERLOO, IA	SEARS ROEBUCK & CO.	SEARS ROEBUCK & CO. VICE PRESIDENT, REAL ESTATE 3333 BEVERLY ROAD / DEPT. 824RE HOFFMAN ESTATES, IL 60179	\$22,281.46
215	GORDMANS, INC.	MARKETING - MARKETING AGREEMENT	STRONGVIEW (NOW SELLIGENT)	SELLIGENT INC. DEPT 3049 PO BOX 123049 DALLAS, TX 75312-3049	\$0.00
216	GORDMANS, INC.	HR - PREVIOUS WORK COMP AND GL PROVIDER AGREEMENT	SENTRY INSURANCE	SENTRY INSURANCE, INC BOX 88372 MILWAUKEE, WI 53288-0372	\$4,952.48
217	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 017 LOCATED AT SHACKLEFORD CROSSING, LITTLE ROCK, AR	SHACKLEFORD CROSSING, LLC	SHACKLEFORD CROSSING, LLC C/O CONNECTED MANAGEMENT SERVICES, LLC - FAITH GOOLSBY 2525 MCKINNON ST SUITE 710 DALLAS, TX 75201	\$51,718.67
218	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 024A LOCATED AT SHADOW LAKE, PAPILLION, NE	SHADOW LAKE TOWN CENTER, LLC	SHADOW LAKE TOWN CENTER, LLC C/O RED DEVELOPMENT-GENERAL COUNSEL ONE EAST WASHINGTON ST, STE 300 PHOENIX, AZ 85004-2513	\$81,619.85
219	GORDMANS STORES, INC.	HR - PERFORMANCE MANAGEMENT SYSTEM AGREEMENT	SILK ROAD	SILKROAD 1801 W. OLYMPIC BLVD PASADENA, CA 91199-1221	\$0.00
220	GORDMANS, INC.	HR - INSURANCE BROKER AGREEMENT	SILVERSTONE GROUP	SILVERSTONE GROUP 11516 MIRACLE HILLS DRIVE, STE. 100 OMAHA, NE 68154	\$320.00
221	GORDMANS, INC.	IT - SERVICES - PROVIDES AS NEEDED SERVICE ON CISCO SYSTEMS AGREEMENT	SIRIUS COMPUTER SOLUTIONS	SIRIUS COMPUTER SOLUTIONS PO BOX 202289 DALLAS, TX 75320	\$4,017.92

Contracts and Leases

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222	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 043 LOCATED AT EMPIRE MALL, SIOUX FALLS, SD	SM EMPIRE MALL, LLC	SM EMPIRE MALL, LLC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	\$41,304.00
223	GORDMANS, INC.	HR - JOB POSTINGS PROVIDER AGREEMENT	SNAGAJOB.COM	SNAGAJOB.COM 32978 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693-0329	\$5,129.37
224	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 129 LOCATED AT SOUTHDAL MALL, EDNA, MN	SOUTHDAL CENTER LLC	SOUTHDAL CENTER LLC C/O SIMON PROPERTY GROUP 225 W. WASHINGTON ST. INDIANAPOLIS, IN 46204	\$26,094.12
225	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 073 LOCATED AT SOUTHHAVEN TOWNE CENTER, SOUTHHAVEN, MI	SOUTHHAVEN TOWNE CENTER II, LLC	SOUTHHAVEN TOWNE CENTER II, LLC C/O OLD HICKORY MALL 2021 NORTH HIGHLAND AVE. JACKSON, TN 38305	\$56,587.91
226	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 071 LOCATED AT PLAZA AT GRAND PRAIRIE, PEORIA, IL	SPIRIT GO PEORIA IL, LLC	SPIRIT GO PEORIA IL, LLC C/O SPIRIT REALTY CAPITAL, INC 16767 N PERIMETER DRIVE SUITE 210 SCOTTSDALE, AZ 85260	\$81,222.67
227	GORDMANS, INC.	HR - VOLUNTARY EMPLOYEE PAID BENEFIT PROVIDER AGREEMENT	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY PO BOX 3789 PORTLAND, OR 97208-3789	\$0.00
228	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 064 LOCATED AT STATE LINE STATION, KANSAS CITY. MO	STATE LINE POINT, LLC	STATE LINE POINT, LLC C/O JARED PROPERTIES 2870-A SOUTH INGRAM ROAD SPRINGFIELD, MO 65804	\$54,388.17
229	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 038 LOCATED AT STATION PARK, FARMINGTON, UT	STATION PARK CENTERCAL, LLC	STATION PARK CENTERCAL, LLC C/O JEAN PAUL WARDY 7455 SW BRIDGEPORT RD. SUITE 205 TIGARD, OR 97224	\$104,315.56

Contracts and Leases

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230	GORDMANS, INC.	LP - RISK MANAGEMENT SOLUTION FOR LP AGREEMENT	SUCCEED MANAGEMENT SOLUTIONS	SUCCEED MANAGEMENT SOLUTIONS LLC 4000 KRUSE WAY PLACE BLDG 1 STE 310 LAKE OSWEGO, OR 97035	\$0.00
231	GORDMANS, INC.	HR - VOLUNTARY EMPLOYEE PAID BENEFIT PROVIDER AGREEMENT, FACILITATED THROUGH BENEFITS ADMINISTRATOR KEELER & ASSOCIATES	SUPERIOR VISION SERVICES, INC.	SUPERIOR VISION SERVICES, INC. NGLIC P.O. BOX 201839 DALLAS, TX 75320-1839	\$10,573.18
232	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 113 LOCATED AT SOUTHGATE CENTER, MINOT, ND	SUSO 3 SOUTHDATE LP	SUSO 3 SOUTHDATE LP SLATE ASSET MANAGEMENT LP 121 KING ST. WEST STE. 200 TORONTO, ONTARIO M5H3T9CA CANADA	\$58,050.44
233	GORDMANS, INC.	3MAGAZINE SUBSCRIPTION SALES PROVIDER AGREEMENT	SYNAPSE	SYNAPSE 225 HIGH RIDGE ROAD, EAST BUILDING, SUITE 16 STAMFORD,, CT 06905	\$0.00
234	GORDMANS, INC.	HR - ACA REPORTING, ON BOARDING, TAX CREDITS, I-9 COMPLIANCE, COMPLIANCE CENTER ETC. AGREEMENT	TALX (EQUIFAX)	TALX UC EXPRESS 4076 PAYSHERE CIRCLE CHICAGO, IL 60674-4076	\$71,977.65
235	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 087 LOCATED AT TAMARACK VILLAGE, WOODBURY, MN	TAMARACK VILLAGE SHOPPING CENTER	TAMARACK VILLAGE SHOPPING CENTER C/O ROBERT C MUIR 850 NE FIFTH AVENUE (REAR BLDG) BOCA RATON, FL 33432	\$50,215.29
236		MARKETING - AGREEMENT	TEMPT	TEMPT 700 BLACKHAWK DRIVE PO BOX 9 BURLINGTON, WI 53105	\$54,135.40

Contracts and Leases

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237	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 006 LOCATED AT GRAND FORKS MARKET PLACE, GRAND FORKS, ND	TERRACE POINTE LLC / GRAND FORKS INREIT, LLC	TERRACE POINTE LLC / GRAND FORKS INREIT, LLC MARKETPLACE INVESTORS, LLC & NOLA PETERSON 615 1ST AVE. NORTH PO BOX 14010 GRAND FORKS, ND 58208-4010	\$43,726.55
238	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 089 LOCATED AT DISTRICT SHOPPING CENTER, SOUTH JORDAN, UT	THE DISTRICT, LLC	THE DISTRICT, LLC THE BOYER COMPANY LC 1015 200 EAST SUITE 200 SALT LAKE CITY, UT 84111-3104	\$56,582.11
239	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 025 LOCATED AT CHESTERFIELD COMMONS, CHESTERFIELD, MO	THF CHESTERFIELD THREE DEVELOPMENT LLC	THF CHESTERFIELD THREE DEVELOPMENT LLC C/O THF MANAGEMENT - MICHAEL H. STAENBERG 211 N. STADIUM BLVD, SUITE 201 COLUMBIA, MO 65203	\$54,352.50
240	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 041 LOCATED AT THORNTON TOWN CENTER, THORNTON, CO	THORNTON TOWNE CENTER 05 A, LLC	THORNTON TOWNE CENTER 05 A, LLC C/O ACF PROPERTY MANAGEMENT 12411 VENTURA BLVD. STUDIO CITY, CA 91604	\$106,641.37
241	GORDMANS, INC.	IT - SYSTEMS - DATACENTER (BELLEVUE) AGREEMENT	TIERPOINT (PREVIOUSLY COSENTRY)	TIERPOINT MIDWEST LLC PO BOX 82670 LINCOLN, NE 68501-2670	\$50,242.29
242	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 005 LOCATED AT TIMES SQUARE WEST, FARGO, ND	TIMES SQUARE LLP	TIMES SQUARE LLP PO BOX 10541 FARGO, ND 58106	\$54,584.85
243	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 080 LOCATED AT CORAL NORTH, CORALVILLE, IA	TKG CORAL NORTH LLC	TKG CORAL NORTH LLC TKG MANAGEMENT, INC. 211 NORTH STADIUM BLVD., SUITE 201 COLUMBIA, MO 65203	(\$23,597.65)

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
244	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 044A LOCATED AT LINCOLN CROSSING, LINCOLN, NE	TKG LINCOLN CROSSING, LLC	TKG LINCOLN CROSSING, LLC 211 N STADIUM BLVD. SUITE 201 COLUMBIA, MO 65203	\$56,915.85
245	GORDMANS MANAGEMENT CO., INC	IT - CONSULTING - AGREEMENT	TOLT SOLUTIONS, LLC	TOLT SOLUTIONS PO BOX 603003 CHARLOTTE, NC 28260-3003	\$0.00
246	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 118 LOCATED AT WEST GRAYHAWK, OMAHA, NE	TOMLIN DEVELOPMENT CORP & LUMAX REALTY CORP	TOMLIN DEVELOPMENT CORP & LUMAX REALTY CORP 9986 MANCHESTER ROAD ST LOUIS, MO 63122	\$32,065.42
247	GORDMANS, INC.	IT - SYSTEMS - E-COMMERCE 3PL - ORDER MANAGEMENT, FULLFILMENT, CUSTOMER SERVICE AGREEMENT	TRADEGLOBAL	TRADEGLOBAL 5389 E PROVIDENT DRIVE CINCINNATI, OH 45246	\$250,454.13
248	GORDMANS DISTRIBUTION COMPANY, INC.	GIFT CARDS AGREEMENT	TRANSACTION WIRELESS INC	TRANSACTION WIRELESS INC 10180 TELESIS COURT STE 240 SAN DIEGO, CA 92121	\$0.00
249	GORDMANS, INC.	TRAVEL PROVIDER AGREEMENT	TRAVEL AND TRANSPORT	TRAVEL & TRANSPORT 2120 S 72ND ST., STE. 450 ATTN: ACCOUNTS RECEIVABLE OMAHA, NE 68124	\$10,172.25
250	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 059 LOCATED AT TREASURE VALLEY MARKETPLACE, NAMPA, ID	TVM CENTERCAL, LLC	TVM CENTERCAL, LLC C/O JEAN PAUL WARDY 7455 SW BRIDGEPORT RD. SUITE 205 TIGARD, OR 97224	\$34,730.54
251	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 100 LOCATED AT VILLAGE AT CUMBERLAND PARK, TYLER, TX	TYLER BROADWAY/CENTENNIAL LP	TYLER BROADWAY/CENTENNIAL LP C/O DAVID C. WILSON 2525 MCKINNON ST STE. 700 DALLAS, TX 75201	\$42,323.17
252	GORDMANS, INC.	HR - HEALTHCARE AND COBRA PROVIDER AGREEMENT	UNITED HEALTH CARE	UNITED HEALTHCARE 22561 NETWORK PLACE CHICAGO, IL 60673	\$639.18

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
253	GORDMANS DISTRIBUTION, INC.	GIFT CARDS AGREEMENT	VANTIV (PREVIOUSLY FIFTH THIRD)	VANTIV (PREVIOUSLY FIFTH THIRD) 8500 GOVERNORS HILL DR SYMMES TOWNSHIP, OH 45249	\$0.00
254	GORDMANS STORES, INC.	IT - SYSTEMS - POS TAX SYSTEM & SUPPORT AGREEMENT	VERTEX INC	VERTEX INC 25528 NETWORK PLACE CHICAGO, IL 60673-1255	\$293.75
255	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 105 LOCATED AT BOWLES CROSSING, LITTLETON, CO	VESTAR BOWLES CROSSING LLC	VESTAR BOWLES CROSSING LLC 2425 E CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	\$51,989.68
256	GORDMANS, INC.	IT - SYSTEMS - WAREHOUSE MANAGEMENT SYSTEM & SUPPORT AGREEMENT	VITECH BUSINESS GROUP	VITECH BUSINESS GROUP 4164 MERIDIAN ST SUITE 200 BELLINGHAM, WA 98229	\$89,623.00
257	GORDMANS, INC.	IT - SYSTEMS - WIDE AREA NETWORK & VOICE SERVICES AGREEMENT	VONAGE (PREVIOUSLY TELESPHERE)	VONAGE BUSINESS DEPT. #3151 P.O. BOX 123151 DALLAS, TX 75312-3151	\$333,891.97
258	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 053 LOCATED AT AKSARBEN VILLAGE GORDMAN CORP. OFFICE, AKSARBEN VILLAGE OMAHA, NE	WAITT AKSARBEN 8, LLC	WAITT AKSARBEN 8, LLC 2285 SOUTH 67TH STREET SUITE 250 OMAHA, NE 68106	\$164,651.40
259	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 032 LOCATED AT SOUTH OAKS, SPRINGFIELD, MO	WAL-MART	WAL-MART REAL ESTATE 2001 SE 10TH STREET BENTONVILLE, AR 72716	\$56,155.08
260	GORDMANS, INC.	INVENTORY COUNTS AGREEMENT	WASHINGTON INVENTORY SERVICES	WASHINGTON INVENTORY SERVICE P O BOX 200081 DALLAS, TX 75320-0081	\$481,534.97
261	GORDMANS, INC.	WASTE MGMT SERVICES AGREEMENT	WASTE MANAGEMENT NATIONAL SERVICES, INC	WASTE MANAGEMENT NATIONAL SERVICES, INC 415 DAY HILL ROAD WINDSOR, CT 06095	\$94,489.84
262	GORDMANS DISTRIBUTION COMPANY, INC.	TRANSPORTATION - FREIGHT TRANSPORTATION AGREEMENT	WERNER ENTERPRISES	WERNER ENTERPRISES 39365 TREASURY CTR CHICAGO, IL 60694-9300	\$0.00

Contracts and Leases

REF #	Debtor	Description of Contract or Lease	Counterparty	Counterparty Address	Amount Required to Cure Default Thereunder, if any
263	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 015 LOCATED AT APPLETON II, GRAND CHUTE, WI	WEST LAWRENCE STREET, LLC / VILLAGE PARK AT PLOVER, LLC / ISLAND CITY POINT, LLC	WEST LAWRENCE STREET, LLC / VILLAGE PARK AT PLOVER, LLC / ISLAND CITY POINT, LLC C/O LOKRE DEVELOPMENT COMPANY PO BOX 2033 WAUSAU, WI 54402-2033	\$69,508.29
264	GORDMANS, INC.	REAL ESTATE LEASE FOR STORE # 020 LOCATED AT WOLF CREEK PLAZA, BELLEVUE, NE	WOLF CREEK CENTER, LLC	WOLF CREEK CENTER, LLC 818 TARA PLAZA PAPILLION, NE 68046	\$59,826.69
265	GORDMANS, INC.	HR - HARASSMENT TRAINING AGREEMENT	WORKPLACE ANSWERS	WORKPLACE ANSWERS PO BOX 670230 DALLAS, TX 75267-0230	\$0.00
Totals:			265 Records	Total Cure Amount - \$13,381,928.54	

SCHEDULE 1.1(e)

Certain Potential Assigned Agreements

1. Supply Agreement, dated as of June 10, 2004 by and between DSW Inc. (f/k/a Shonac Corporation) and Gordmans, Inc., as amended
2. Gift Card Merchant Agreement, dated as of April 20, 2010, by and between Gordmans Distribution Company, Inc. and Vantiv, Inc. (f/k/a Fifth Third Processing Solutions, LLC), as amended
3. Logistics Services Agreement, dated as of February 1, 2013, by and between Werner Value Added Services, a division of Werner Enterprises, Inc., and Gordmans Distribution, Inc., as amended
4. The Private Label Credit Card Program Agreement, dated as of September 6, 2002, referred to in *Comenity Bank's Objection to the Proposed Cure Costs In Accordance with the Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Disposition of Certain of the Debtors' Assets* (ECF 244)

SCHEDULE 4.6

Contracts

SCHEDULE 4.6 - CONTRACTS

1. ADP, Inc. National Account Services Master Services Agreement, dated as of April 20, 2010, by and between ADP, Inc. and Gordmans, Inc.
2. Gift Card Servicing Agreement, dated as of July 14, 2005, by and between ADS Alliance Data Systems, Inc. and Gordmans Distribution Company, Inc., as assigned to Gordmans LLC
3. Wireless Optimization Services Agreement - Professional Edition, dated as of May 21, 2012, by and between Advantix Solutions Group, Inc. and Gordmans, Inc.
4. Master Software License Agreement, dated as of August 29, 2006, by and between DemandTec (as assigned by Applied Intelligence Solutions LLC) and Gordmans, Inc., as amended, and including all Statements of Work and project change requests
5. Software Purchase and License Agreement and Software Support Agreement, dated as of September 29, 2015, by and between AJB Software Design Inc. and Gordmans, Inc.
6. Agreement for American Express Card Acceptance by and between American Express Travel Related Services Company, Inc. and Gordmans, Inc.
7. Master Services Agreement, dated as of December 23, 2015, by and between Gordmans, Inc. and Birch Communications, and related addendum
8. Blackhawk Network Gift Card Agreement, dated as of July 17, 2013, by and between Blackhawk Network, Inc. and Gordmans, LLC, as amended
9. Services Agreement, dated as of June 15, 2005, by and between Gordmans, Inc. and Brink's U.S., a division of Brink's, Incorporated
10. Information Technology Services Agreement, dated as of February 1, 2016, by and between Fidelity Information Services, LLC (f/k/a Certery) and Gordmans, Inc., and related addendums
11. Facility Services Rental Service Agreement, dated as of July 1, 2011, by and between Cintas Corporation and Gordmans, Inc.
12. Equipment Allocation Agreement, Equipment Collocation Agreement, dated as of September 11, 2014, by and between CoxCom, LLC d/b/a Cox Business and Gordmans Stores, Inc., and related addendum
13. Master Lease Agreement, dated as of August 13, 2014, by and between Gordmans Stores, Inc. and CSI Leasing, Inc., and related schedules
14. CyberSource Payment Solutions Agreement, dated as of March 31, 2015, by and between CyberSource Corporation and Gordmans, Inc., and related addendums and schedules

15. Master License Agreement, Hosting Agreement and Professional Services Agreement, each dated as of July 6, 2010, by and between Dayforce, Inc. and Gordmans, Inc. and related Statement of Work
16. Master Subscription and Services Agreement, dated as of October 20, 2014, by and between Demandware, Inc. and Gordmans, Inc.
17. Merchant Services Agreement, by and between DFS Services, LLC and Gordmans, Inc., and related annexes
18. Supply Agreement, dated as of June 10, 2004 by and between DSW Inc. (f/k/a Shonac Corporation) and Gordmans, Inc., as amended
19. Total Energy & Sustainability Service Agreement, dated as of March 6, 2016, by and between Ecova, Inc. and Gordmans, Inc.
20. Economic Development for a Growing Economy (EDGE) Tax Credit Agreement, dated as of October 23, 2012, by and among Indiana Economic Development Corporation, Gordmans, Inc. and Gordmans Distribution Company, Inc.
21. Third Party Administrator Claims Servicing Agreement, dated as of February 1, 2016, by and among Gordmans Stores, Inc., EMC Risk Services, LLC and Employers Mutual Casualty Company and Union Insurance Company
22. Software License Agreement, dated as of July 10, 2008, by and between Facility Wizard Software Incorporated and Gordmans Management Company, Inc.
23. Statement of Work for Price Ticket Production, dated as of May 21, 2012, by and between FineLine Technologies and Gordmans
24. Fortna Technical Support Agreement, dated as of February 11, 2015, by and between Fortna Inc. and Gordmans, Inc.
25. Armored Car Service Agreement, dated as of March 1, 2011, by and between Garda CL Northwest, Inc. f/k/a AT Systems Northwest, Inc. and Gordmans, Inc.
26. Merchant Fulfillment Agreement, dated as of August 16, 2006, by and between Gordmans Distribution Company, Inc. and GiftCertificates.com Corporation
27. Globoforce Merchant Agreement, dated as of October 9, 2008, by and between Globoforce Ltd. and Gordmans Distribution Company, Inc.
28. Merchant Agreement, dated as of June 19, 2014, by and between Hallmark Business Connections, Inc. and Gordmans
29. FrontRange Solutions HEAT Cloud Subscription Services Agreement, dated as of January 8, 2013, by and between FrontRange Solutions USA Inc. and Gordmans Stores, Inc.

30. Highjump Software End User Agreement, dated as of March 30, 2005, by and between HighJump Software and Gordmans Distribution Company, Inc., as amended
31. House of Brick Technologies Managed Services Agreement, dated as of January 11, 2007, by and between House of Brick Technologies, LLC and Gordmans, Inc.
32. Services Work Order Short Form Agreement, dated as of April 5, 2013, by and between Infor (US), Inc. and Gordmans, Inc.
33. Customer Agreement, dated as of May 31, 2010, by and between Gordmans, Inc. and Infovisionix, Inc., and related Schedules (a copy of the Customer Agreement is not available)
34. Statement of Work Agreement, Retail Stores KeyControl Program, dated as of January 27, 2015, by and between Gordmans, Inc. and Shield Security Systems LLC d/b/a InstaKey Security Systems
35. Housekeeping Services Agreement, dated as of February 16, 2016, by and between Kellermeyer Bergensons Services, LLC and Gordmans, Inc.
36. KONE Care Standard Agreement for Vertical Transportation, dated as of March 1, 2013, by and between Gordmans, Inc. and KONE Inc.
37. Konica Minolta Business Solutions USA, Inc. Multi-Function Copy, Fax and Printer Products Master Agreement, dated as of July 25, 2007, by and between Konica Minolta Business Solutions USA, Inc. and Gordmans Management Company, Inc., and related Lease Supplements
38. Statement of Work, dated as of September 18, 2008, by and between Kronos Incorporated and Gordmans, Inc.
39. QTRAC Service Contract, dated as of August 15, 2016, by and between Lavi Industries and Gordmans, Inc.
40. Service Agreement, dated as of August 12, 2005, by and between Loomis, Fargo & Co. and Gordmans
41. Letter Agreement, dated as of April 4, 2002, by and between Gordmans, Inc. and Lukas Partners
42. Lyons Consulting Group Master Services Agreement, dated as of September 2014, by and between Lyons Consulting Group, LLC and Gordmans, Inc. and related Statements of Work
43. License Agreement, dated as of September 8, 2009, by and between Gordmans, Inc. and Michaels Stores, Inc.
44. Microsoft Enterprise Agreement, dated as of May 30, 2013, by and between Gordmans, Inc. and Microsoft Licensing GP., as amended

45. Muzak Multiterritory Account Service Agreement, dated as of March 6, 2009, by and between Muzak LLC and Gordmans, Inc., and related Addendum
46. Binder of Insurance Confirmation Letter, dated as of July 15, 2016, from National Union Fire Insurance Company of Pittsburgh, PA. to Gordmans, Inc., Policy # 544887507 effective August 5, 2016 to August 5, 2017
47. Agreement, dated as of June 12, 2012, by and between OLR Australia Pty Ltd and Gordmans, Inc., and related Statements of Work
48. Professional Services Agreement, dated as of September 15, 2014, by and between Gordmans, Inc. and Onsite Technology Services LLC
49. Information Services Agreement, dated as of September 28, 2004, by and between GXS, Inc. and Gordmans, Inc., and related Services Schedules (a copy of the Information Services Agreement is not available)
50. Oracle Cloud Services Agreement, dated as of November 13, 2015, by and between Oracle America, Inc. and Gordmans Stores, Inc., and related Ordering Documents
51. Consolidation/Warehouse Services Agreement, dated as of April 1, 2013, by and between Gordmans Distribution Company, Inc. and Performance Team
52. Master Services Agreement, dated as of March 22, 2011, by and between ProKarma, Inc. and Gordmans, Inc.
53. Letter Agreement, dated as of October 14, 2016, by and between Gordmans Stores, Inc. and Q&A Payment Solutions, Inc.
54. Services Agreement, dated as of December 22, 2016, by and between Gordmans, Inc. and Revionics, Inc., and related Statement of Work
55. Agreement, dated as of April 1, 2013, by and between Rochester Armored Car Co., Inc. and Gordmans, Inc.
56. Transportation Agreement, dated as of June 12, 2014, by and between Gordmans, Inc. and Ruan Transport Corporation
57. Letter Agreement, dated as of January 24, 2014, by and between Schindler Elevator Corporation and Gordmans, Inc.
58. SilverStone Group, Incorporated Consulting Services Agreement, dated as of February 1, 2016, by and between SilverStone Group, Incorporated and Gordmans, Inc.
59. StrongView Systems, Inc. On-Demand Services Agreement, dated as of February 6, 2015, by and between StrongView Systems, Inc. and Gordmans, Inc.

60. CoSentry Master Agreement, dated as of April 1, 2010, by and between TierPoint LLC (f/k/a CoSentry.net, LLC) and Gordmans, Inc., and related addendums
61. Master Services Agreement for E-Commerce Services, dated as of January 2015, by and between TradeGlobal, LLC and Gordmans, Inc., and related Statements of Work
62. Customer Agreement, dated as of July 28, 2010, by and between Gordmans Distribution Company, Inc. and Transaction Wireless, Inc.
63. Administrative Services Agreement, dated as of March 1, 2013, by and between United HealthCare Services, Inc. and Gordmans, Inc.
64. Gift Card Merchant Agreement, dated as of April 20, 2010, by and between Gordmans Distribution Company, Inc. and Vantiv, Inc. (f/k/a Fifth Third Processing Solutions, LLC), as amended
65. Vertex, Inc. Software License Agreement, dated as of August 31, 2015, by and between Vertex, Inc. and Gordmans Stores, Inc., and related Schedules
66. Statement of Work, dated as of June 12, 2009, by and between Vitech Business Group, Inc. and Gordmans , Inc.
67. Pilot Master Services Agreement, dated as of June 13, 2013, by and between Telesphere Networks Ltd. and Gordmans, Inc., and related Addendums to Master Services Agreement
68. Inventory Services Agreement, dated as of August 2016, by and between Gordmans, Inc. and Washington Inventory Service d/b/a WIS International
69. Master Services Agreement, dated as of January 5, 2015, by and between Gordmans, Inc. and Waste Management National Services, Inc.
70. Logistics Services Agreement, dated as of February 1, 2013, by and between Werner Value Added Services, a division of Werner Enterprises, Inc., and Gordmans Distribution, Inc., as amended
71. Private Label Credit Card Program Agreement, dated as of September 6, 2002, by and between World Financial Network National Bank and Gordmans, Inc., as amended (not available in the data room)

SCHEDULE 4.7(a)

Seller-Registered IP

SCHEDULE 4.7(a) - SELLER-REGISTERED IP

(i) Patents

None

(ii) Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Filing</u>
	Gordmans, Inc.	78520863	3045751	1-17-2006
	Gordmans, Inc.	78150793	2721561	6-3-2003
	Gordmans, Inc.	75876367	2548132	3-12-2002
	Gordmans, Inc.	75865607	2640229	10-22-2002
	Gordmans, Inc.	75807968	2379498	8-22-2000

(iii) Copyrights

None

(iv) Domain Names

<u>Domain</u>	<u>Registered Owner</u>
gordmans.com	Perfect Privacy
gordmans.biz	Gordmans, Inc.
gordmans.info	Perfect Privacy
gordmans.org	Gordmans, Inc.
gordmans.xxx	Gordmans, Inc.
gordmanscoupons.com	Dynadot
tellgordmans.com	Gordmans, Inc.
gordmans.holiday	Gordmans, Inc.
gordmans.bargains	Gordmans, Inc.

(v) Social Media Accounts

<https://www.facebook.com/gordmans/>

<https://www.linkedin.com/company-beta/34846/?pathWildcard=34846>

<https://twitter.com/gordmans>

<https://www.pinterest.com/gordmans/>

<https://plus.google.com/+gordmans>

<https://www.instagram.com/gordmans/>

<https://www.youtube.com/channel/UCGFZ0no-jHzhTibvwz1LCDw>

<https://vine.co/u/951634086781444096>

<https://www.tumblr.com/blog/gordmansblog>

Dedicated Mobile Shortcode: 76995

SCHEDULE 4.10(b)

Leases

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
2	Lease Agreement	1/6/1997	Windsor Meadows	3860 Elmore Ave Davenport, IA	Town and Country Super Markets, Inc.
3	Lease Agreement	12/22/1999	South Park Mall	4401 27th St, Moline, IL	Macerich South Park Mall LLC
4	Lease	5/1/2000	Market Place Shopping Center	1901 N Market Champaign, IL	Champaign Market Place L.L.C.
5	Lease	6/16/2000	Times Square West	5100 14th Ave SW Fargo, ND	JPR Investments, LLC
6	Retail Lease	4/2000	Grand Forks Market Place	Grand Forks, ND	KTJ Limited Liability Partnership
7	Standard Shopping Center Lease	5/30/2001	Lakeside Hills Plaza	17202 Lakeside Hills Plaza, Omaha, NE	Lakeside Plaza, L.P.
8	Lease Agreement	3/29/2001	Southwest Plaza	3231 S Veterans Parkway, Springfield, IL	TSG Southwest Plaza, LLC
9	Lease Agreement	3/22/2002	Power Center	Fenton, MO	Thirty and 141, LP
10	Lease Agreement	10/30/2002	Westminster City Centre	Westminster, CO	Excel Westminster Marketplace Inc.
11	Shopping Center Lease	10/25/2002	Centennial Plaza	Oklahoma City, OK	The Price REIT, Inc.
12	Lease Agreement	4/14/2003	Village of Quail Springs	2201 W. Memorial Road, Oklahoma City, OK	Inland Western Oklahoma City Quail, L.L.C.
14	Lease Agreement	6/19/2003	Horizon Plaza	3825 East Calumet Appleton, WI	Eisenhower Properties, LLC
15	Lease Agreement	9/5/2003	Appleton II	4741 West Lawrence St , Grand Chute, WI	Continental 61 Fund, LLC
16	Shopping Center Lease	11/7/2003	Riverwalk Centre Shopping	2800 S Telephone Rd Moore, OK	PTM1, LLC d/b/a Pine Tree Moore 1, LLC
17	Lease Agreement	6/10/2008	Shackleford Crossing	2616 S Shackleford Rd., Little Rock, AR	Shackleford Crossing Investors, LLC
18	Shopping Center Lease	2/19/2004	East Towne Mall	131 East Towne Mall Madison, WI	Madison/East Towne, LLC
19	Lease Agreement	5/3/2000	South Ridge Square	1200 SE Army Post Rd Des Moines, IA	Des Moines Associates
20	Lease	6/17/2002	Wolf Creek Plaza	10515 5 15th St Bellevue, NE	Wolf Creek Center, LLC
21	Lease	8/3/1970	East Pointe Plaza	Des Moines, IA	Goodrich Des Moines L.L.C.
22	Lease	8/4/2000	Eagle Run	1111 Allen Dr., Grand Island, NE	Robert M. Allen Family Limited Partnership
23	Sublease	12/19/1991	Crossroads Center	2060 Crossroads Blvd #200, Waterloo, IA	The Crossroads Company
24	Lease	5/3/1979	Brentwood Square/leased to Office	LaVista, NE	Frank R. Krejci

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
24a	Lease Agreement	7/12/2006	Shadow Lake	Papillion, NE	Shadow Lake Towne Center, LLC
25	Lease Agreement	12/30/2010	Chesterfield Commons	320 THE Boulevard Chesterfield, MO	THF Chesterfield Three Development, L.L.C.
26	Lease Agreement	12/16/1982	Orchard Plaza	Lenexa, KS	Orchard Center Company, L.L.C.
27	Lease Agreement	3/29/1994	81 Ludwig Dr. Fairview Heights Plaza	Fairview, IL	Fairview Heights Associates Limited Partnership
28	Shopping Center Lease	4/26/2002	Tallgrass Centre	2057 N Rock Rd, Suite101, Wichita, KS	KIR E. Wichita L.P.
29	Agreement and Indenture of Sublease	3/21/1972	Gordmans (Stand Alone)	3245 Topeka Boulevard, Topeka, KS	911 Walnut, Inc.
30	Lease Agreement	1/17/1993	10001 E 71st South Union Plaza Shopping	Tulsa, OK	BVCV Union Plaza, LLC
31	Shopping Center Lease	1/15/1999	Centennial Plaza, Yale Street	1887 S. Yale, Tulsa, OK	SRI, LLC
32	Lease Agreement	3/15/1994	South Oaks	Springfield, MO	Wal-Mart Stores, Inc.
35	Standard Commercial Shopping Center Lease	8/1/1994	Westland Towne Center	Lakewood, CO	Alameda/225, LLC
36	Lease	3/1/1978	Transit Plaza	Sioux City, IA	Transit Properties
36a	Shopping Center Lease	1/17/2005	Lakeport Commons	Sioux City, IA	MB Sioux City Lakeport, L.L.C.
37	Shopping Center Lease Agreement	11/11/2010	Rivertree Court	701 N. Milwaukee Ave., Vernon Hills, IL	Inland Real Estate Column I, L.L.C.
38	Lease Agreement	5/2/2011	Station Park	360 N. Station Parkway, Farmington. UT	Station Park Centercal, LLC
39	Lease Agreement	10/1/2010	East Hills Mall	3702 Frederick Ave, St. Joseph, MO	Midland Empire Retail, LLC
40	Lease Agreement	11/5/2010	Westridge Court	Naperville, IL	Brixmor Holdings 6 SPE, LLC
41	Shopping Center Lease	3/6/1995	Thornton Town Center	10001 Grant St., Thornton, CO	Amerishop Thornton, LLC
42	Lease	8/26/1996	Fremont Mall	850 E 23rd St Fremont, NE	Fremont Mall, LLC
43	Lease Agreement	8/21/2000	Empire Mall	4001 S Louise Avenue Sioux Falls, SD	Empire Mall, LLC
44a	Lease Agreement	10/5/2009	Lincoln Crossing	5050 N 27th St Lincoln, NE	Lincoln Crossing Fifth Addition, LLC
45	Lease Agreement	6/29/2016	Westtown Shopping Center	1400 22nd St, Des Moines, IA	Catalyst Westowne, LLC

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
46	Lease Agreement	5/15/209	Adams Dairy Landing	1270 NE Coronado Drive, Blue Springs, MO	Blue Springs Development Three, Inc.
47	Lease	12/21/1987	Noland Fashion Square	13500 A East 40 Hwy Independence, MO	Noland Fashion Square Partners
48	Creekwood Commons Shopping Center Lease	11/19/2002	Creekwood Commons	Kansas City, MO	Creekwood Commons, LLC
49	Lease	5/3/1995	Mark Twain Mall	St. Charles, MO	G&I VI St. Charles Retail LLC
50	Lease Agreement	11/4/2008	Distribution Center	Omaha, NE	NL Ventures VII Douglas, L.L.C.
51	Standard Form Industrial Building Lease (Multi-Tenant)	12/2/2005	NFM Warehouse	Omaha, NE	Nebraska Furniture Mart, Inc.
53	Aksarben Village Office Lease	2/27/2013	Aksarben Village Gordman Corp. Office	Aksarben Village Omaha, NE	Waitt Aksarben 8, LLC
59	Lease Agreement	9/30/2011	Treasure Valley Marketplace	16740 North Marketplace Boulevard Nampa, ID	TVM Centercal, LLC
60	Lease Agreement	2/6/2004	Broadmoor Town Center	1972 Southgate Road Colorado Springs, CO	New Haven WG, LLC
63	Lease Agreement	4/6/2004	O'Fallon Walk	2259 Missouri State Highway K, O'Fallon, MO	PEBB O'Fallon, LLC
64	Shopping Center Lease	4/16/2004	State Line Station	13617 Washington St Kansas City, MO	State Line Point, LLC
65	Lease Agreement	5/13/2004	Rib Mountain Drive	3701 Rib Mountain Drive, Wausau, WI	Freedom Group LLC
66	Retail Lease	7/21/2004	Mankato Store	1960 Adams St Mankato, MN	KTJ Limited Liability Partnership One Hundred Three
67	Lease	1/28/2005	East Lloyd Shopping Center	6200 E Lloyd Expressway, Evansville, IN	GPT Evansville, L.L.C.
68	Lease Agreement	10/22/2004	The Shoppes at College Hills	306 S. Towanda Ave Normal, IL	IMI College Hills LLC
69	Lease Agreement	12/22/2004	State & Perry Road	7143 E State St Rockford, IL	Rancho Perryville I, LLC
70	Lease Agreement	12/22/2004	Gateway to Machesney Park	1548 West Lane Rd Machesney Park, IL	Rubloff C & G Portfolio, LLC
71	Shopping Center Lease	3/31/2005	Plaza at Grand Prairie	7611 North Grand Prairie Dr., Peoria, IL	Spirit GO Peoria IL, LLC
72	Lease Agreement	3/31/2005	Marketplace on First	4601 1st Ave SE Cedar Rapids, IA	Marketplace On First, LLC
73	Shopping Center Lease	9/20/2005	Southhaven Towne Center	100 Towne Center Loop, Southhaven, MI	Southaven Towne Center II, LLC

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

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74	Lease Agreement	10/10/2005	Countrywood Crossing	Memphis, TN	Countrywood LeaseCo, LLC
76	Lease Agreement	7/6/2005	Lafayette Pavilions	100 S Creasy Lane, Suite 1400, Lafayette, IN	ARCP MT Lafayette IN, LLC
78	Shopping Center Lease	1/12/2006	Plaza at Fayette Mall	Lexington, KY	Fayette Plaza CMBS, LLC
79II	Lease Agreement	7/27/2007	Pinnacle Hills	Rogers, AR	Pinnacle South, LLC
80	Lease Agreement	4/27/2007	Coral North	Coralville, IA	TKG Coral North, L.L.C.
81	Lease Agreement	12/27/1979	Crossroad Shopping Center	7011 W Central #300, Wichita, KS	Phillip G. Ruffin
82	Standard Shopping Center Lease	8/21/2002	Lake Manawa	3125 Manawa Centre Dr., Council Bluffs IA	Lake Manawa "G" LLC
83	Shopping Center Lease	10/1/2007	Orchard Crossing	902 S Thomas Road Ft. Wayne, IN	PTI Ft. Wayne, LLC
84	Lease Agreement	10/5/2009	Princess City Plaza	4430 Grape Road Mishawaka, IN	IRC Princess City Plaza, L.L.C.
85	Lease Agreement	11/28/2007	Rushmore Crossing	Rapid City, SD	Midland Rushmore, LLC
86	Shopping Center Lease	6/17/2010	Burnsville Center	901 County Rd 42 West, Burnsville, MN	Burnsville Center SPE, LLC
87	Lease Agreement	7/8/2010	Tamarack Village	8268 Tamarack Village, Woodbury, MN	Tamarack Village Shopping Center LP
89	Lease Agreement	6/7/2011	District Shopping Center	11590 South District Drive, South Jordan, UT	The District, L.C.
90	Lease Agreement	6/9/2011	Crossroads of Roseville	1663 County Rd B2 West, Roseville, MN	Wilcal Crossroads, LLC
100	Lease Agreement	7/30/2013	Village at Cumberland Park	8950 S Broadway Ave Tyler, TX	Tyler Broadway/Centennial LP
101	Lease Agreement	6/7/2011	Gable Crossing	214 Gable Crossing Dr., Avon, IN	H.V. Real Estate Corporation and Jeffco
102	Lease Agreement	10/14/2011	Riverdale Shopping Center	1101 West Riverdale Road, Riverdale, UT	DDR Riverdale South LLC
103	Lease Agreement	9/30/2011	Meridan Town Center	2260 N. Eagle Road Meridan, ID	Meridian CenterCal, LLC
104	Lease Agreement	11/28/2011	Arapahoe Crossing	6472 S Parker Rd Aurora, CO	Arapahoe Crossings, L.P.
105	Lease Agreement	1/9/2012	Bowles Crossing	8055 W Bowles Ave Littleton, CO	Pera Bowles, Inc.
106	Lease Agreement	4/11/2012	Meadows Shopping Center	219 N Meadow Lane American Fork, UT	AFCC Limited
107	Lease Agreement	7/12/2012	East Peoria, Downtown	340 West Washington Street East Peoria, IL	EP Downtown, LLC

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108	Lease Agreement	5/2/2012	The Family Center	7220 S Union Park Ave, Midvale, UT	DDR Midvalley LLC
109	Lease Agreement	11/15/2012	Southport Plaza	7450 Green Bay Road, Suite B Kenosha, WI	Continental 271 Fund LLC
110	Lease Agreement	12/12/2012	Coronado Center	6600 Menaul Blvd NE Albuquerque, NM	Coronado Center Anchor Acquisition, LLC
111	Lease Agreement	10/17/2012	Cottonwood Commons	6600 Menaul Blvd NE Albuquerque, NM	CPP Cottonwood Commons, LLC
112	Lease Agreement	10/17/2012	River Falls Shopping Center	Clarksville, IN	CPP River Falls, LLC and CPP River Falls II LLC
113	Lease Agreement	10/24/2012	Southgate Center	3220 16th ST SW Minot, ND	Southgate Center, LLC
114	Lease Agreement	12/3/2012	Porter's Vale	710 Porter's Vale Blvd Valparaiso, IN	Porter's Vale Shopping Center LLC
115	Lease Agreement	4/16/2013	Regency Centers	101 US Highway 41, Schererville, IN	RB Schererville Crossings, LLC
116	Lease Agreement	1/11/2013	Ash Park Shopping Center	2351 Holmgren Way Ashwauben, WI	Ash Investors, LLC
117	Lease Agreement	3/29/2013	Lakeshore Marketplace	5159 Harvey Street Muskegon, MI	Ramco-Gershenson Properties, L.P.
118	Lease Agreement	9/15/2015	West Grayhawk	Omaha, NE	Royce Grayhawk, LLC
119	Lease Agreement	10/31/2013	Wilsontown Center	4910 Wilson Ave SW Grand Rapids,	National Retail Properties, LP
120	Lease Agreement	6/8/2015	Hay Creek Shops	1449 East LaSalle Drive, Bismarck, SD	La Salle Shopping Center LLC
121	Lease Agreement	2/13/2014	Saginaw Square	5202 Bay Road Saginaw, MI	National Retail Properties, LP
122	Shopping Center Lease Agreement	8/19/2013	Southshore Center	1001 E. Parkcenter Blvd, Boise, ID	Inland PT JV I, L.L.C.
952	Build to Suit Distribution Center Lease Agreement	1/14/2013	Distribution Center II	Monrovia, IN	Ambrose Monrovia, LLC
123	Lease Agreement	12/30/2013	Creekside Commons	9567 Mentor Avenue Mentor, OH	First Interstate Mentor Centers LP
124	Lease Agreement	9/25/2013	Arnold Crossroads	235 Arnold Crossroads Center Arnold, MO	Arnold Crossroads, LLC
125	Shopping Center Lease	4/10/2014	Meridian Mall	1982 W Grand River, Building, Lansing, MI	Meridian Mall Limited Partnership
126	Lease Agreement	12/4/2013	Marketplace at Four Corners	7605 Market Place Drive, Bainbridge,	PEBB Cleveland, LLC

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127	Lease Agreement	8/31/2015	Liberty Commons	Liberty, MO	Legacy Liberty, LLC
128	Lease Agreement	8/12/2014	Eastgate Shopping Center	Cincinnati, OH	PEBB Cincinnati, LLC
129	Lease Agreement	12/18/2014	Southdale Mall	800 Southdale Center Edina, MN	Southdale Center, LLC
130	Lease Agreement	10/6/2015	Chapel Hills	Co. Springs, CO	Garrison Chapel Hills Owner, LLC
131	Lease Agreement	12/22/2015	Riverdale Commons	Coon Rapids, MN	Inland TRS Property Management, Inc.
132	Lease Agreement	3/4/2016	Shoppes at Parma	Parma, OH	Parmatown Station LLC