

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

In re COLDWATER CREEK INC., *et al.*¹
Debtor

Case No. 14-10867 (BLS)

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

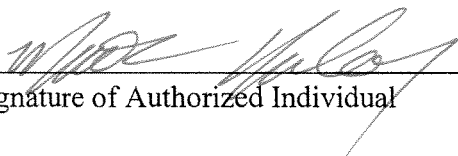
REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	x	
Certificates of Insurance:		
Workers Compensation	x	
Property	x	
General Liability	x	
Vehicle	x	
Other: Umbrella Liability	x	
Identify areas of self-insurance w/liability caps	N/A	
Evidence of Debtor in Possession Bank Accounts²	x	
Tax Escrow Account	N/A	
General Operating Account	N/A	
Money Market Account pursuant to Local Rule 4001-3. Refer to http://www.deb.uscourts.gov/	N/A	
Other:	N/A	
Retainers Paid (Form IR-2)	x	

¹ The Debtors in these proceedings (including the last four digits of their respective taxpayer identification numbers) are: Coldwater Creek Inc. (9266), Coldwater Creek U.S. Inc. (8831), Aspenwood Advertising, Inc. (7427), Coldwater Creek The Spa Inc. (7592), CWC Rewards Inc. (5382), Coldwater Creek Merchandising & Logistics Inc. (3904) and Coldwater Creek Sourcing Inc. (8530). Debtor CWC Sourcing LLC has the following Idaho organizational identification number: W38677. The Debtors' corporate headquarters is located at One Coldwater Creek Drive, Sandpoint, Idaho 83864.

² See Interim Order Authorizing the Debtors to (I) Maintain Existing Bank Accounts, (II) Continue Use of Existing Cash Management System, (III) Continue Use of Existing Business Forms and (IV) Continue Intercompany Transactions [Docket No. 80].

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Coldwater Creek Inc., et al., Debtors



Signature of Authorized Individual

4/29/14

Date

Mark Haley

Name of Authorized Individual

Vice President and Chief Accounting Officer

Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

Cash Flow Projection

Certificates of Insurance

Client#: 581978

COLDWCRE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kibble & Prentice, a USI Co CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Mary Weber
	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8518 E-MAIL ADDRESS: CL.CertRequest@kpcom.com
INSURED Coldwater Creek Inc. One Coldwater Creek Drive Sandpoint, ID 83864	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Twin City Fire Insurance Compan 29459
	INSURER B : Liberty Insurance Corporation 42404
	INSURER C : Hartford Fire Insurance Company 19682
	INSURER D : Sentinel Insurance Company Ltd 11000
	INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			52UENKT2507	07/01/2013	07/01/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Per Loc. Agg. Cap \$5,000,000
D	AUTOMOBILE LIABILITY			52UENKT2507	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB			TH7661066082013	07/01/2013	07/01/2014	EACH OCCURRENCE \$25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$None						AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52WEDX2828 52WEDX2828 Incl. Stop Gap	07/01/2013 07/01/2013 Liability	07/01/2014 07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
C	Blanket Property Incl. TIBs/Glass			52UUNKC0688	07/01/2013	07/01/2014	E.L. DISEASE - POLICY LIMIT \$1,000,000 Loss Limit: \$300,000,000 Deductible: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Insurer E - Spa Professional Liability Policy #MEO127637813 - 07/01/2013-07/01/2014 - Underwriters at Lloyd's, London

Insurer F - \$15M XS \$25M Excess Liability Policy #79839840 - 07/01/2013-07/01/2014 - Federal Insurance Company

Insurer G - International Package Policy #WR10005969 - 07/01/2013-07/01/2014 - Insurance Company of the (See Attached Descriptions)

CERTIFICATE HOLDER ATTN: Benjamin A. Hackman, US Trustee US Dept of Justice J. Caleb Boggs Federal Bldg 844 King St., Ste. 2207, Lockbox 35 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

State of Pennsylvania

The policies references on this certificate will provide notice of cancellation to the Certificate Holder by the respective Insurance Carriers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Paula Rankin, (206) 214-3112 380987-STND-DOSA-13-20	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____			
	INSURER(S) AFFORDING COVERAGE			
INSURED Coldwater Creek, Inc. One Coldwater Creek Drive Sandpoint, ID 83864	INSURER A:	National Union Fire Ins Co Pittsburgh PA	NAIC #	19445
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: SEA-002466462-06 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			01-878-26-14 See Attached Page for XS Policies'	04/01/2013	04/01/2014	Limit 60,000,000 SIR 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Benjamin A. Hackman United States Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Meg Lucia
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Paula Rankin, (206) 214-3112 380987-STND-EPL-13-15	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : National Union Fire Ins Co Pittsburgh PA</td> <td style="border: none; text-align: center;">19445</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Coldwater Creek, Inc. One Coldwater Creek Drive Sandpoint, ID 83864															

COVERAGES **CERTIFICATE NUMBER:** SEA-002466464-01 **REVISION NUMBER:** 0

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Liability			01-877-84-12	04/01/2013	04/01/2015	Limit 10,000,000 SIR 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Benjamin A. Hackman United States Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Meg Lucia <i>Meg Lucia</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2014

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PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Paula Rankin, (206) 214-3112 380987-STND-FID-13-15	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : Travelers Casualty & Surety Co Of America</td> <td>31184</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : Travelers Casualty & Surety Co Of America	31184	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Coldwater Creek, Inc. One Coldwater Creek Drive Sandpoint, ID 83864															

COVERAGES **CERTIFICATE NUMBER:** SEA-002466465-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	Fiduciary			01-878-03-72	04/01/2013	04/01/2015	Limit 10,000,000
B	XS Fiduciary			105766146	04/01/2013	04/01/2015	SIR 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Benjamin A. Hackman United States Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Meg Lucia <i>Meg Lucia</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Paula Rankin, (206) 214-3112 380987-STND-CYBER-13-15	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Lloyd's Of London 1122000 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Coldwater Creek, Inc. One Coldwater Creek Drive Sandpoint, ID 83864	

COVERAGES **CERTIFICATE NUMBER:** SEA-002466466-01 **REVISION NUMBER:** 0

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber-Breach Response			W15KZ4130701	04/01/2013	04/01/2015	Limit 10,000,000 SIR 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Benjamin A. Hackman United States Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Meg Lucia <i>Meg Lucia</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
380987-STND-SR-13-16	INSURER(S) AFFORDING COVERAGE	
INSURED Coldwater Creek, Inc. One Coldwater Creek Drive Sandpoint, ID 83864	INSURER A: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002466468-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Special Risk			38-177-681	04/01/2013	04/01/2016	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Benjamin A. Hackman
United States Department of Justice
Office of the United States Trustee
J. Caleb Boggs Federal Building
844 King Street, Suite 2207, Lockbox 35
Wilmington, DE 19801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Meg Lucia

Meg Lucia



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Paula Rankin, (206) 214-3112 380987-STND-LAW-13-15	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Steadfast Insurance Company</td> <td style="border: none;">26387</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Steadfast Insurance Company	26387	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Steadfast Insurance Company	26387														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Coldwater Creek, Inc. One Coldwater Creek Drive Sandpoint, ID 83864															

COVERAGES **CERTIFICATE NUMBER:** SEA-002466467-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employed Lawyers / Company Indemnity			ELP9243007-01	04/01/2013	04/01/2015	Limit 2,000,000 SIR 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Benjamin A. Hackman United States Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Meg Lucia <i>Meg Lucia</i>
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Evidence of Debtor in Possession Bank Accounts

that venue of these chapter 11 cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. Maintenance of Bank Accounts. Pursuant to section 363 of the

Bankruptcy Code, the Debtors, in their discretion, are authorized and empowered to:

(a) designate, maintain and continue to use any and all of the bank accounts in existence as of the Petition Date, including, without limitation, the accounts identified in Exhibit A to the Motion (the “**Bank Accounts**”), with the same account numbers, styles and document forms as those employed during the prepetition period *provided, however*, that the Debtors shall direct the financial institutions where the Bank Accounts are maintained (collectively, the “**Banks**”) to internally code the Bank Accounts as debtor-in-possession accounts; (b) open new accounts wherever they are needed, *provided, however*, that the Debtors shall give the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) and any statutory committee that may be appointed in these chapter 11 cases 15 days’ notice of each such newly opened account and any new account shall be opened at a bank that has or is willing to execute a Uniform Depository agreement (“**UDA**”) with the U.S. Trustee; (c) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors in possession; and (d) close any Bank Account in the Debtors’ discretion, *provided, however*, that the Debtors shall give the U.S.

Trustee and any statutory committee that may be appointed in these chapter 11 cases, 15 days' notice of each such closed account.

3. For all purposes in this Interim Order, any and all accounts opened by the Debtors on or after the Petition Date shall be deemed a Bank Account (as if it had been opened prior to the Petition Date and listed on Exhibit A to the Motion) and any and all Banks at which such accounts are opened shall similarly be subject to the rights and obligations of this Interim Order.

4. Cash Management System. The Debtors are authorized, but not directed, to continue to use the Cash Management System, including any intercompany transfers among Bank Accounts, as described in the Motion and Exhibit B to the Motion, under the terms and conditions provided for by the existing agreements with the institutions participating in the Cash Management System, except as modified by this Interim Order, and shall maintain through the use thereof detailed records reflecting all transfers of funds, so that all such transactions, including prepetition and postpetition transactions, may be readily ascertained, traced and recorded properly on applicable accounts.

5. The Debtors may, in their sole discretion, disburse funds by debit, check, wire transfer, ACH payments and other similar methods and as described in the Motion.

6. The Banks are authorized to debit the Debtors' accounts in the ordinary course of business only for those items this Court has authorized the Debtors to pay for: (a) all checks, items and other payment orders drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Bank's receipt of notice of filing of the petition; (b) all checks, automated clearing house entries and other items deposited or credited to one of Debtor's accounts with such Bank prior to the Petition

Date which have been dishonored, reversed or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to filing of the petition; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System. To the extent that any of the Debtors' prepetition checks have been dishonored, the Debtors retain the right to issue, or to request authority to issue, replacement checks to pay the amounts related to such dishonored checks.

7. The Banks may rely on the representations of the Debtor with respect to whether any check, item or other payment order drawn or issued by the Debtor prior to the Petition Date should be honored pursuant to this or any other order of this Court and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

8. Each Bank at which a disbursement account is maintained shall implement reasonable handling procedures designed to effectuate the terms of this Interim Order. No Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any account that is the subject of this Interim Order as a result of an innocent mistake made despite implementation of such handling procedures shall be deemed to be liable to the Debtors or their estates or otherwise in violation of this Interim Order on account of such mistake.

9. Any third-party service provider with whom the Debtors directly or indirectly have contracted to provide services in connection with the operation of the Cash Management System is authorized to continue to provide to the Debtors those services they provided prior to the Petition Date, until further order of this Court.

10. For Banks at which the Debtors hold accounts that are not party to a UDA with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause such banks to execute a UDA in a form prescribed by the U.S. Trustee within 45 days of the date of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a UDA in a form prescribed by the U.S. Trustee are fully reserved.

11. Use of Business Forms. The Debtors are authorized, but not directed, to continue to use their correspondence and business forms (including, but not limited to, letterheads, purchase orders and invoices) existing immediately prior to the Petition Date without alteration or change and without the designation "Debtor in Possession" or a Debtor in Possession case number imprinted upon them, *provided, however*, that the Debtors shall imprint the legend "DIP" or "Debtor in Possession" on any new stock of checks, correspondence and business forms printed for use during the pendency of the chapter 11 cases, unless such requirement is waived by further order of this Court.

12. The Debtors are hereby granted a temporary waiver of the requirement that the legend "DIP" or "Debtor in Possession" be printed on their checks, *provided, however*, that the Debtors shall commence using the legend "DIP" or "Debtor in Possession" on any electronic checks or business forms that are printed by the Debtors within 15 days of entry of this Interim Order.

13. Intercompany Transactions. The Debtors are authorized to continue performing intercompany transactions arising from or related to the operation of their business in the ordinary course (the "**Intercompany Transactions**"); *provided, however*, that nothing in this Interim Order shall authorize any transaction between the Debtors and a non-debtor affiliate.

14. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers such that all Intercompany Transactions may be readily ascertained, traced and properly recorded.

15. The Debtors are authorized to use a consolidated cash management system *provided, however*, that the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which Debtor pays those disbursements.

16. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

17. Notwithstanding any applicability of Bankruptcy Rule 6004(h) or otherwise, the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

18. The Debtors shall serve a copy of this Interim Order, by overnight mail, on each of the Banks within five business days of the entry of this Interim Order and shall promptly advise the Banks of the bankruptcy filing.

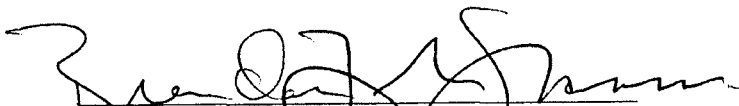
19. The deadline by which objections to the Motion and the proposed Final Order must be filed is April 29, 2014 at 4:00 p.m. (prevailing Eastern time). A final hearing, if required, on the Motion will be held on May 6, 2014 at 9:30 a.m. (prevailing Eastern time). If no objections are filed to the Motion, this Court may enter the Final Order without further notice or a hearing.

20. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Interim Order, and the Debtors may, in

their discretion and without further delay, take any action and perform any act necessary to implement the relief granted in this Interim Order.

21. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation and enforcement of this Interim Order.

Dated: Wilmington, Delaware
April 14, 2014



BRENDAN LINEHAN SHANNON
UNITED STATES BANKRUPTCY JUDGE

Retainers Paid (Form IR-2)

**Coldwater Creek Inc.
Form IR-2**

In re Coldwater Creek Inc.
Debtor

Case No. 14-10867

Reporting Period: 04/12/2013 - 04/11/2014

SCHEDULE OF RETAINERS PAID TO PROFESSIONALS

(This schedule is to include each Professional paid a retainer)

Payee	Check		Name of Payor	Amount	Amount Applied through Petition Date	Balance at Petition Date
	Date	Number				
Coldwater Creek Inc.	01/02/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	\$ 150,000.00	\$ 150,000.00	\$ -
Coldwater Creek Inc.	02/06/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	150,000.00	150,000.00	-
Coldwater Creek Inc.	02/21/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	150,000.00	150,000.00	-
Coldwater Creek Inc.	03/10/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	150,000.00	150,000.00	-
Coldwater Creek Inc.	03/14/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	150,000.00	150,000.00	-
Coldwater Creek Inc.	03/21/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	150,000.00	150,000.00	-
Coldwater Creek Inc.	03/31/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	350,000.00	350,000.00	-
Coldwater Creek Inc.	04/07/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	150,000.00	150,000.00	-
Coldwater Creek Inc.	04/10/14	Wire	ALVAREZ & MARSAL NORTH AMERICA LLC	50,000.00	10,000.00	40,000.00
Coldwater Creek Inc.	08/09/13	ACH	J FRANK ASSOCIATES LLC	45,000.00	45,000.00	-
Coldwater Creek Inc.	11/21/13	ACH	J FRANK ASSOCIATES LLC	19,798.17	19,798.17	-
Coldwater Creek Inc.	12/19/13	ACH	J FRANK ASSOCIATES LLC	19,515.79	19,515.79	-
Coldwater Creek Inc.	02/21/14	ACH	J FRANK ASSOCIATES LLC	96,383.88	96,383.88	-
Coldwater Creek Inc.	03/19/14	ACH	J FRANK ASSOCIATES LLC	50,000.00	50,000.00	-
Coldwater Creek Inc.	04/01/14	ACH	J FRANK ASSOCIATES LLC	50,000.00	25,134.76	24,865.24
Coldwater Creek Inc.	06/06/13	ACH	PERELLA WEINBERG PARTNERS LP	250,000.00	250,000.00	-
Coldwater Creek Inc.	11/14/13	ACH	PERELLA WEINBERG PARTNERS LP	149,281.00	149,281.00	-
Coldwater Creek Inc.	12/13/13	ACH	PERELLA WEINBERG PARTNERS LP	201,362.00	201,362.00	-
Coldwater Creek Inc.	02/11/14	ACH	PERELLA WEINBERG PARTNERS LP	230,679.00	230,679.00	-
Coldwater Creek Inc.	03/13/14	ACH	PERELLA WEINBERG PARTNERS LP	110,587.00	110,587.00	-
Coldwater Creek Inc.	03/31/14	Wire	PERELLA WEINBERG PARTNERS LP	36,181.00	36,181.00	-
Coldwater Creek Inc.	03/31/14	Wire	PRIME CLERK LLC	15,000.00	14,163.49	-
Coldwater Creek Inc.	04/09/14	Wire	PRIME CLERK LLC	10,786.10	-	11,622.61
Coldwater Creek Inc.	10/11/13	ACH	SHEARMAN & STERLING LLP	247,779.41	247,779.41	-

Payee	Check		Name of Payor	Amount	Amount Applied through Petition Date	Balance at Petition Date
	Date	Number				
Coldwater Creek Inc.	11/04/13	ACH	SHEARMAN & STERLING LLP	208,352.26	208,352.26	-
Coldwater Creek Inc.	01/09/14	ACH	SHEARMAN & STERLING LLP	195,128.01	195,128.01	-
Coldwater Creek Inc.	01/23/14	ACH	SHEARMAN & STERLING LLP	150,000.00	150,000.00	-
Coldwater Creek Inc.	02/12/14	ACH	SHEARMAN & STERLING LLP	111,169.43	111,169.43	-
Coldwater Creek Inc.	02/20/14	ACH	SHEARMAN & STERLING LLP	90,658.17	90,658.17	-
Coldwater Creek Inc.	03/03/14	Wire	SHEARMAN & STERLING LLP	87,346.56	87,346.56	-
Coldwater Creek Inc.	03/07/14	ACH	SHEARMAN & STERLING LLP	203,570.75	203,570.75	-
Coldwater Creek Inc.	03/13/14	ACH	SHEARMAN & STERLING LLP	133,242.74	133,242.74	-
Coldwater Creek Inc.	03/21/14	ACH	SHEARMAN & STERLING LLP	137,640.27	137,640.27	-
Coldwater Creek Inc.	04/01/14	Wire	SHEARMAN & STERLING LLP	487,787.68	487,787.68	-
Coldwater Creek Inc.	04/01/14	Wire	SHEARMAN & STERLING LLP	322,939.43	322,939.43	-
Coldwater Creek Inc.	04/07/14	Wire	SHEARMAN & STERLING LLP	200,000.00	200,000.00	-
Coldwater Creek Inc.	04/10/14	Wire	SHEARMAN & STERLING LLP	200,000.00	200,000.00	-
Coldwater Creek Inc.	02/20/14	ACH	YOUNG CONAWAY STARGATT & TAYLOR LLP	30,000.00	30,000.00	-
Coldwater Creek Inc.	03/21/14	ACH	YOUNG CONAWAY STARGATT & TAYLOR LLP	9,935.30	9,935.30	-
Coldwater Creek Inc.	03/27/14	ACH	YOUNG CONAWAY STARGATT & TAYLOR LLP	21,970.70	21,970.70	-
Coldwater Creek Inc.	04/03/14	ACH	YOUNG CONAWAY STARGATT & TAYLOR LLP	63,255.70	63,255.70	-
Coldwater Creek Inc.	04/04/14	ACH	YOUNG CONAWAY STARGATT & TAYLOR LLP	30,000.00	30,000.00	-
Coldwater Creek Inc.	04/07/14	ACH	YOUNG CONAWAY STARGATT & TAYLOR LLP	50,000.00	50,000.00	-
Coldwater Creek Inc.	04/10/14	ACH	YOUNG CONAWAY STARGATT & TAYLOR LLP	50,000.00	5,014.02	44,985.98