

Exhibit A to Restructuring Support Agreement

THIS TERM SHEET IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN.

SUCH OFFER OR SOLICITATION ONLY WILL BE MADE IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

Loehmann's Holdings Inc

Loehmann's, Inc.

Loehmann's Real Estate Holdings, Inc.

Loehmann's Operating Co.

Loehmann's Capital Corp.

TERM SHEET FOR PROPOSED CHAPTER 11 PLAN OF REORGANIZATION

This term sheet (the "Plan Term Sheet"), which is part of a Restructuring Support Agreement, dated November 14, 2010 (the "Restructuring Support Agreement"), by and among (i) Loehmann's Holdings Inc. ("Loehmann's Holdco"), (ii) Loehmann's, Inc. ("Loehmann's"), (iii) Loehmann's Real Estate Holdings, Inc. ("Holdings"), (iv) Loehmann's Operating Co. ("Loehmann's Opco"), (v) Loehmann's Capital Corp. ("Capco") (collectively, the "Company" or the "Loehmann's Entities"), (vi) Istithmar Retail Investments ("Istithmar"), (vii) Whippoorwill Associates, Inc., as agent for its discretionary accounts that are legal and/or beneficial owners of the Senior Secured Notes (as defined below) ("Whippoorwill"), and (viii) any other holders of the Senior Secured Notes (as defined below) identified on the signature pages to the Restructuring Support Agreement (together with Whippoorwill, the "Supporting Secured Noteholders"), and is subject to the terms and conditions of the Restructuring Support Agreement, describes the principal terms of a proposed restructuring of the Company to be implemented pursuant to a plan of reorganization under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Restructuring Support Agreement.

PLAN PROPONENT: The Debtors

PLAN OF REORGANIZATION: The Debtors shall file a plan of reorganization (the "Restructuring Plan") and related disclosure statement (the "Disclosure Statement") that incorporate, and are consistent with, the terms of the Restructuring Support Agreement, the Investment Commitment Letter and this Plan Term Sheet.

The Restructuring Plan and the Disclosure Statement shall be in form and substance acceptable to each Investor in its sole discretion and may not be amended without the consent of the Supporting Secured Noteholders and Istithmar. All documents related to the Restructuring Plan and Disclosure Statement, including, without limitation, all plan supplement documents, the Investment Commitment Letter, all corporate governance documents, any shareholders' agreement, any registration rights agreement, any Management Incentive Plan and all documentation related to the Exit Facility and the DIP Financing Facility shall be in form and substance acceptable to each Investor in its sole discretion.

The Restructuring Plan shall address, among other things, the Debtors' (i) obligations under that certain Debtor-In-Possession Credit Agreement (as may be amended, supplemented, restated, or otherwise modified from time to time, the "DIP Credit Agreement") by and among Loehmann's Opco as borrower (the "Borrower"), Capco, Loehmann's Holdco, Loehmann's and Holdings as guarantors (collectively, the "Guarantors"), and together with the Borrower, the "Loan Parties"), Crystal Financial LLC ("Crystal"), as administrative agent and collateral agent (in such capacity, and together with its successors in such capacity, the "Agent") for the lenders party to the DIP Credit Agreement from time to time (individually, a "Lender" and collectively, including the Agent, the "DIP Lenders"); (ii) obligations under the Indenture, dated as of October 12, 2004, by and among Capco and Wells Fargo, as trustee, relating to the issuance of 12% Senior Secured Class A Notes due 2011 (the "12% A Notes"); (iii) obligations under the Indenture, dated as of October 12, 2004, by and among Capco and Wells Fargo, as trustee, relating to the issuance of the Senior Secured Floating Rate Notes due 2011 (the "Floating Rate Notes," together with the 12% A Notes, the "A Notes"); (iv) obligations under the Indenture, dated as of October 12, 2004, by and among Capco and Wells Fargo, as trustee, relating to the issuance of 13% Senior Secured Class B Notes due 2011 (the "13% B Notes"); (v) other obligations; and (vi) equity securities.

The Financial Restructuring shall provide for, among other things: (i) the discharge of Claims and Liens against the Loehmann's Entities, pursuant to the Restructuring Plan, (ii) the cancellation of all existing common stock in Loehmann's Holdco, (iii) the issuance of new common stock in Reorganized Loehmann's Holdco ("New Common Stock")

pursuant to the Restructuring Plan and (iv) the issuance of new convertible preferred equity in Reorganized Loehmann's Holdco ("New Convertible Preferred Equity").

PLAN FUNDING:

The Reorganized Company shall enter into a senior secured credit facility in the amount of up to \$40 million to be negotiated and to be satisfactory to each of the Company, Istithmar, and each of the Supporting Secured Noteholders in their sole discretion (the "Exit Facility").

The Restructuring Plan will be funded with cash from operations, borrowings under the Exit Facility and the proceeds received from the New Investment (as defined in the Investment Commitment Letter).

DEFINITIVE DOCUMENTS:

The transactions described in this Plan Term Sheet are subject in all respects to, among other things, definitive documentation, including without limitation, the Restructuring Plan, the documents to be included in the plan supplement to the Restructuring Plan, the Disclosure Statement, the Exit Facility, and the documents contemplated by the Restructuring Support Agreement and the Investment Commitment Letter, all of which shall be in form and substance satisfactory to each of the Supporting Secured Noteholders and Istithmar in their sole discretion.

TREATMENT OF CLAIMS AND INTERESTS:

Administrative Expense Claims

Unclassified; to be paid in full by the Reorganized Debtors.

Priority Tax Claims

Unclassified; to be paid in full by the Reorganized Debtors.

DIP Financing Claims

Unclassified; the allowed claims under the DIP Financing Facility shall be paid in full on the Effective Date.

Other Priority Claims

Unimpaired; to be paid in full by the Reorganized Debtors; deemed to accept and not entitled to vote on the Restructuring Plan.

Other Secured Claims

Unimpaired; to be paid in full by the Reorganized Debtors; deemed to accept and not entitled to vote on the Restructuring Plan.

Class A Note Claims

Impaired and entitled to vote on the Restructuring Plan. Class A Note Claims shall be allowed under the Restructuring Plan in the aggregate amount of \$75,000,000 plus accrued and unpaid interest as of the Petition Date.

In full satisfaction of Class A Note Claims, each holder of an allowed Class A Note Claim shall receive the following treatment:

On the Effective Date, holders of Class A Note Claims shall receive their pro rata share of:

New Common Stock representing 83.2% of the total outstanding New Common Stock on the Effective Date (prior to dilution resulting from any conversion of New Convertible Preferred Equity (as such term is defined in the Investment Commitment Letter) to New Common Stock), subject to dilution for any New Common Stock issued pursuant to any Management Incentive Plan.

Assuming that 100% of the New Convertible Preferred Equity is converted to New Common Stock, holders of Class A Note Claims would receive their pro rata share of New Common Stock representing 42.4% of the total outstanding New Common Stock on the Effective Date.

Any unpaid fees and expenses owed pursuant to the terms of the Senior Secured Notes Indenture, including any fees and expenses owed to the Senior Secured Notes Indenture Trustee and the Special Trustee (as defined in the Indenture), if any, shall be paid in full and in cash on the Effective Date.

The distributions above shall also be in full satisfaction of: (i) any Claim, Lien, right or interest that a holder of an A Note may have arising under, related to, or in connection with, the Related Agreements; and (ii) any Claim, Lien, right or interest that the Senior Secured Notes Indenture Trustee or the Special Trustee may have arising under, related to, or in connection with, the Related Agreements for the benefit of any holder of an A Note.

Class B Note Claims

Impaired and entitled to vote on the Restructuring Plan. Class B Note Claims shall be allowed under the Restructuring Plan in the aggregate amount of \$35,000,000 plus accrued and unpaid interest as of the Petition Date.

In full satisfaction of the Class B Note Claims, each holder of an allowed Class B Note Claim shall receive the following treatment:

On the Effective Date, holders of Class B Note Claims shall receive their pro rata share of:

New Common Stock representing 16.8% of the total outstanding New Common Stock on the Effective Date (prior

to dilution resulting from any conversion of New Convertible Preferred Equity (as such term is defined in the Investment Commitment Letter) to New Common Stock), subject to dilution for any New Common Stock issued pursuant to any Management Incentive Plan.

Assuming that 100% of the New Convertible Preferred Equity is converted to New Common Stock, holders of Class B Note Claims would receive their pro rata share of New Common Stock representing 8.6% of the total outstanding New Common Stock on the Effective Date.

Any unpaid fees and expenses owed pursuant to the terms of the Senior Secured Notes Indenture, including any fees and expenses owed to the Senior Secured Notes Indenture Trustee (as defined in the Indenture), if any, shall be paid in full and in cash on the Effective Date.

The distributions above shall also be in full satisfaction of: (i) any Claim, Lien, right or interest that a holder of a 13% B Note may have arising under, related to, or in connection with, the Related Agreements; and (ii) any Claim, Lien, right or interest that the Senior Secured Notes Indenture Trustee may have arising under, related to, or in connection with, the Related Agreements for the benefit of any holder of a 13% B Note.

General Unsecured Claims

Impaired and entitled to vote on the Restructuring Plan.

In full satisfaction of the General Unsecured Claims, each holder of an allowed General Unsecured Claim shall receive the following treatment:

On the Effective Date, holders of General Unsecured Claims shall receive their pro rata share of:

A cash distribution in an amount to be agreed upon by the Company, Istithmar and the Supporting Secured Noteholders, provided however, that subject to the satisfaction of agreed upon conditions, holders of allowed General Unsecured Claims may elect to receive, in lieu of the Cash Distribution, unsecured notes in the principal amount of amount to be agreed upon by the Company, Istithmar and the Supporting Secured Noteholders (the “New Unsecured Notes”), which New Unsecured Notes shall have terms to be mutually agreed between Istithmar and the Supporting Secured Noteholders.

The distributions provided to holders of allowed General Unsecured Claims shall be funded from the proceeds of the the New Investment (as defined in the Investment Commitment Letter).

Statutory Subordinated Claims	Impaired and deemed to reject the Restructuring Plan. The holders of allowed Statutory Subordinated Claims shall be impaired and the holders of such Claims shall receive no distributions under the Restructuring Plan.
Existing Equity of Loehmann's Holdco	Impaired and deemed to reject the Restructuring Plan. Holders of existing common stock of Loehmann's Holdco will receive no distributions under the Restructuring Plan. Existing common stock of Loehmann's Holdco will be cancelled on the Effective Date. Any options with respect to existing common stock of Loehmann's Holdco will be cancelled on the Effective Date.
Intercompany Claims	Unimpaired and deemed to accept the Restructuring Plan. Holders of Intercompany Claims shall receive no distributions under the Restructuring Plan; <u>provided, however</u> , the Debtors reserve the right to reinstate any or all Intercompany Claims on the Effective Date other than any Claims related to the Lease or related transactions.
Executory Contracts and Unexpired Leases	All executory contracts and unexpired leases of the Loehmann's Entities, including the Lease, will be assumed by the Loehmann's Entity that is a party to such contract or lease, unless expressly rejected by the applicable Loehmann's Entity pursuant to the Restructuring Plan or pursuant to a separate order of the Bankruptcy Court.
RELEASES & EXCULPATION	In addition to the discharge and release granted to the Loehmann's Entities and their Related Persons under sections 105 and 1141 of the Bankruptcy Code, the Restructuring Plan shall provide for certain releases as set forth below.

The Restructuring Plan will include:

- exculpation and release of the Released Parties with respect to the formulation, solicitation and implementation of the Exchange Offer, the Restructuring Plan, in connection with or related to the Chapter 11 Cases, and transactions contemplated thereby (except for acts or omissions constituting willful misconduct, gross negligence or bad faith); and
- release of the Released Parties by all holders of Claims who vote to accept the Restructuring Plan of all causes of action in connection with or related to the Loehmann's Entities, including without limitation, the Chapter 11 Cases, the Restructuring Support Agreement, the Exchange Offer, the Investment Commitment Letter or the Restructuring Plan (including, without limitation,

the solicitation of votes on the Restructuring Plan) (other than the rights to enforce the Restructuring Plan and the contracts, releases, indentures, and other agreements or documents delivered thereunder) that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date, which could have been asserted by the holders of Claims; provided, however, that the foregoing shall not operate as a waiver or release from any causes of action arising out of the acts or omissions constituting actual or intentional fraud, willful misconduct or criminal conduct as determined by a final order entered by a court of competent jurisdiction.

**CONDITIONS TO
EFFECTIVE DATE:**

The Restructuring Plan shall contain various usual and customary conditions precedent to the Effective Date that must be satisfied (or waived by each of the Supporting Secured Noteholders and Istithmar) prior to, or concurrent with, the occurrence of the Effective Date and conditions that may only be satisfied on the Effective Date.

Such conditions to the Effective Date shall include, without limitation, the following:

- (i) an order confirming the Restructuring Plan (the “Confirmation Order”), which Restructuring Plan and Confirmation Order shall be in form and substance reasonably satisfactory to each of the Loehmann’s Entities, Istithmar and the Supporting Secured Noteholders in their sole discretion, shall have been entered and shall not have been stayed or modified or vacated on appeal; and
- (ii) receipt by the Company of the proceeds of the New Investment (as defined in the Investment Commitment Letter) on or prior to the Effective Date; and
- (iii) the Effective Date shall have occurred on or prior to March 15, 2011.

**REORGANIZED
DEBTORS’
SENIOR
MANAGEMENT:**

The officers of the Reorganized Debtors shall constitute such individuals as are acceptable to each Investor and will be designated in the Plan Supplement.

The Reorganized Debtors’ officers shall serve in accordance with any employment agreement, policies or other arrangements as is acceptable to each Investor and the Reorganized Debtors and applicable nonbankruptcy law.

**MANAGEMENT
INCENTIVE PLAN:**

The Restructuring Plan may provide for a new management incentive plan in form and substance satisfactory to each of the Supporting Secured Noteholders and Istithmar in their

<p>POST-EFFECTIVE DATE GOVERNANCE:</p>	<p>sole discretion (the “<u>Management Incentive Plan</u>”).</p> <p>The Restructuring Plan shall provide that the Reorganized Debtors shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and conditions of the Restructuring Plan.</p>
<p>SHAREHOLDER PROTECTIONS:</p>	<p>The Restructuring Plan shall provide for shareholder protections as set forth in the Investment Term Sheet (as defined in the Investment Commitment Letter) in the section thereof entitled “Shareholder Protections” in form and substance reasonably satisfactory to each of the Supporting Secured Noteholders and Istithmar in their sole discretion.</p>
<p>ADDITIONAL PROVISIONS:</p>	<p>The Restructuring Plan shall contain other provisions customarily found in other similar plans of reorganization, as are reasonably acceptable to each of the Supporting Secured Noteholders and Istithmar in their sole discretion.</p> <p>Additionally, on the Effective Date, Capco and Holdings shall be merged into Loehmann’s Opco and all obligations between Capco, Holdings and the other Loehmann’s Entities shall be fully extinguished.</p>
<p>MEANS FOR IMPLEMENTATIO N:</p>	<p>The Restructuring Plan shall include such provisions as are reasonably necessary to implement the transactions contemplated herein.</p>
<p>PROFESSIONAL FEES AND EXPENSES:</p>	<p>The Plan shall provide for payment in full, on the Effective Date, of the Commitment Fee as well as any unpaid reasonable fees and expenses incurred by the Supporting Secured Noteholders in connection with the Chapter 11 Cases and the transactions contemplated herein , including without limitation the reasonable fees and expenses of (i) Gibson, Dunn & Crutcher LLP, in its capacity as counsel to Whippoorwill, (ii) Conway Del Genio Gries & Co., LLC, in its capacity as financial advisor to the Supporting Secured Noteholders and (iii) Cleary Gottlieb Steen & Hamilton LLP, in its capacity as counsel to Istithmar; <u>provided, however</u>, that the Expenses of Istithmar shall be reimbursed only in the event that the transactions contemplated by the Restructuring Plan are consummated.</p>
<p>DEFINITIONS:</p>	<p>“<u>Administrative Expense Claim</u>” means any Claim for costs and expenses of administration of the Chapter 11 Cases that is allowed under section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any</p>

actual and necessary costs and expenses incurred after the Petition Date of preserving the Loehmann's Entities' estates and operating the businesses of the Loehmann's Entities; and (b) compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses allowed by the Bankruptcy Court under section 327, 328, 330, 331, 363, or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Class A Note Claim" means any Claim, Lien, right or interest of (i) a holder of a 12% A Note arising under, related to, or in connection with, the 12% A Notes or the Senior Secured Notes Indenture or (ii) a holder of a Floating Rate Note arising under, related to, or in connection with, the Floating Rate Notes, the Senior Secured Notes Indenture or the Related Agreements.

"Class B Note Claim" means any Claim, Lien, right or interest of a holder of a 13% B Note arising under, related to, or in connection with, the 13% B Notes, the Senior Secured Notes Indenture or the Related Agreements.

"Covenant Compliance and Indemnity Agreement" means the covenant compliance and indemnity agreement dated October 13, 2004 (as amended, supplemented or otherwise modified from time to time) among Capco and each of Loehmann's Holdco, Loehmann's, Holdings, and Loehmann's Opco.

"DIP Financing Claim" means any Claim, Lien, right or interest against any of the Loehmann's Entities (or their property) with respect to the obligations arising under the DIP Financing Facility.

"DIP Financing Facility" means that certain credit facility established pursuant to the DIP Credit Agreement.

"Exchange Offer" means that certain exchange offer with respect to the Senior Secured Notes that was launched pursuant to the terms of an offering memorandum issued by Capco on September 27, 2010, which offering memorandum was supplemented on October 14, 2010, October 25, 2010, and October 28, 2010.

"General Unsecured Claim" means any Claim (including any

Lease Rejection Damages Claim) against any of the Loehmann's Entities that is not an Administrative Expense Claim, Priority Tax Claim, DIP Financing Claim, Other Priority Claim, Other Secured Claim, Class A Note Claim, Class B Note Claim, Secured Tax Claim, or Statutory Subordinated Claim.

"Intercompany Claims" means any Claim of one Debtor against another Debtor.

"Lease" means that certain Lease and License Financing and Purchase Option Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time), dated as of October 13, 2004, between Capco, as Lessor, and Loehmann's Opco, as Lessee.

"Lease Guarantee" means that certain Lease Guarantee (as the same may be amended, restated, supplemented or otherwise modified from time to time), dated as of October 13, 2004, by each of: (i) Loehmann's Holdco, (ii) Loehmann's, (iii) Holdings, (iv) Loehmann's Opco; (v) and any other subsidiary of Loehmann's Holdco, in favor of Capco.

"Lease Rejection Damages Claim" means any Claim arising from, or relating to, the rejection of an unexpired lease pursuant to section 365(a) of the Bankruptcy Code by any of the Loehmann's Entities.

"Lease Security Agreement" shall mean the Lease Security Agreement, dated as of October 13, 2004 (as amended, supplemented or otherwise modified from time to time), among Capco, Loehmann's Holdco, Loehmann's, Holdings and Loehmann's Opco.

"Lien" has the meaning set forth in section 101(37) of the Bankruptcy Code.

"Other Priority Claim" means any Claim against any Loehmann's Entity, other than an Administrative Expense Claim or Priority Tax Claim, that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

"Other Secured Claim" means any Secured Claim against any Loehmann's Entity other than a Secured Tax Claim. Other Secured Claim includes any Claim, Lien, right or interest against any of the Loehmann's Entities (or their property) with respect to the obligations arising under the Credit

Agreement (unless obligations arising under the Credit Agreement are satisfied with the proceeds of the DIP Financing Facility).

“Petition Date” means the date and time that the Loehmann’s Entities file their respective voluntary petitions under chapter 11 of the Bankruptcy Code.

“Registration Rights Agreement” means the Registration Rights Agreement, dated as of October 12, 2004 (as amended, supplemented or otherwise modified from time to time), between Capco and Jefferies & Company, Inc.

“Registration Rights Assistance Agreement” means the Registration Rights Assistance Agreement dated as of October 13, 2004 (as amended, supplemented or otherwise modified from time to time) by and among Capco, Loehmann’s Opco, Loehmann’s Holdco, Loehmann’s, and Holdings.

“Registration Rights Assistance Agreement” means the Registration Rights Assistance Agreement dated as of October 13, 2004 (as amended, supplemented or otherwise modified from time to time) by and among Capco, Loehmann’s Opco, Loehmann’s Holdco, Loehmann’s, and Holdings.

“Related Agreements” means the Lease, the Lease Guarantee, the Security Agreement, the Security and Control Agreement, the Lease Security Agreement, the Notes Trademark Security Agreement, the Registration Rights Agreement, the Registration Rights Assistance Agreement, and the Covenant Compliance and Indemnity Agreement.

“Released Parties” means (i) each of the Loehmann’s Entities and their affiliates, (ii) each of the DIP Lenders, (iii) each holder of Senior Secured Notes that votes in favor of the Restructuring Plan, (iv) the Senior Secured Notes Indenture Trustee and Special Trustee, solely in the event that such person or persons do not object to the Restructuring Plan, (v) Istithmar, (vi) Whippoowill and (vii) each of their respective Related Persons.

“Reorganized Debtors” means, collectively, the Debtors after the Effective Date.

“Secured Claim” means any Claim against any Loehmann’s Entity that is secured by a Lien on property in which a

Loehmann's Entity's estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in the applicable estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

"Secured Tax Claim" means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

"Security Agreement" means the Security Agreement, dated as of October 12, 2004 (as amended, supplemented or otherwise modified from time to time), between Capco and Wells Fargo, as collateral agent.

"Security and Control Agreement" means the Security and Control Agreement, dated as of October 12, 2004 (as amended, supplemented or otherwise modified from time to time), between Capco and Wells Fargo as trustee, collateral agent, and securities intermediary.

"Statutory Subordinated Claim" means any Claim that is subordinated pursuant to section 510(b) or (c) of the Bankruptcy Code.

"Wells Fargo" means Wells Fargo Bank, National Association.

EXHIBIT B
(Restructuring Support Joinder)

TRANSFER AND RESTRUCTURING SUPPORT JOINDER AGREEMENT

This Transfer and Restructuring Support Joinder Agreement (the “Joinder Agreement”) is dated as of and is entered into by and between [*Insert name of Assignor*] (the “Assignor”) and [*Insert name of Assignee*] (the “Assignee”) in accordance with Section 9 of the Restructuring Support Agreement attached hereto as Exhibit A (the “Restructuring Support Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Restructuring Support Agreement or the Forward Purchase Agreement.

WHEREAS, Assignor is a party to the Restructuring Support Agreement and the Forward Purchase Agreement and has assigned to Assignee by separate agreement claims held by Assignor against the Company;

WHEREAS, the assignment by Assignor to Assignee is not effective unless Assignee complies with Section 9 of the Restructuring Support Agreement; and

WHEREAS, Assignee agrees to comply with the Restructuring Support Agreement by entering into this Joinder Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Assignment and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignee (a) agrees to be bound by the Restructuring Support Agreement as a Supporting Secured Note Holder; (b) assumes the rights and obligations of a Supporting Secured Note Holder under the Restructuring Support Agreement, and shall be deemed for all purposes to be a Supporting Secured Note Holder; (c) agrees to be bound by the Forward Purchase Agreement as a Seller; and (d) assumes the rights and obligations of a Seller under the Forward Purchase Agreement, and shall be deemed for all purposes to be a Seller. Assignee (a) represents and warrants to each of the other Parties to the Restructuring Support Agreement that, solely with respect to itself, the statements set forth in Section 3(a) and Section 3(b) of the Forward Purchase Agreement are true, correct and complete as of the date hereof; (b) represents and warrants to each of the other Parties to the Restructuring Support Agreement that, solely with respect to itself, the statements set forth in Section 15 and Section 16 of the Restructuring Support Agreement are true, correct and complete as of the date hereof; and (c) further represents and warrants that (i) it is acquiring the claims from Assignor in the amounts set forth on Schedule I hereof (the “Assigned Claims”), and (ii) upon consummation of such acquisition under the applicable agreements to which such Assigned Claims relate, it will be the legal or beneficial owner of the Assigned Claims. With respect to the Assigned Claims, Schedule I hereof shall be deemed to constitute Schedule I of the Restructuring Support Agreement.

2. Assignee shall deliver a copy of this Joinder Agreement to the Company no later than three (3) Business Days after the date of this Joinder Agreement.

3. When acknowledged by the Company, this Joinder Agreement may be attached to the Restructuring Support Agreement to evidence the foregoing assumptions and agreements;

provided that any failure by the Company to acknowledge this Joinder Agreement shall not affect the validity or enforceability hereof.

4. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. By its execution and delivery of this Joinder Agreement, Assignee hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under the Joinder Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought (i) in the event that the Chapter 11 Cases have not been commenced, in the United States District Court for the Southern District of New York or (ii) in the event that the Chapter 11 Cases have been commenced, in the Bankruptcy Court. By execution and delivery of this Joinder Agreement, Assignee irrevocably accepts and submits itself to the exclusive jurisdiction of the United States District Court for the Southern District of New York or the Bankruptcy Court, as applicable, solely with respect to any such action, suit or proceeding, and waives any objection it may have to venue or the convenience of the forum.

6. This Joinder Agreement shall be effective upon execution by the Assignor and Assignee and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Joinder Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Joinder Agreement by telecopy or electronic mail in portable document format (pdf) shall be effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

The terms set forth in this Joinder Agreement are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: _____
Title: _____

Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ASSIGNEE
[NAME OF ASSIGNEE]

By: _____
Title: _____

Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ACKNOWLEDGEMENT

By its signature below, Loehmann's Holdings Inc., on behalf of itself and Loehmann's Inc., Loehmann's Real Estate Holdings Inc., Loehmann's Operating Co. and Loehmann's Capital Corp., acknowledges the transfer evidenced by the Joinder Agreement to which this Acknowledgement is attached.

LOEHMANN'S HOLDINGS INC.

By: _____

Title:

SCHEDULE I

Name of Supporting Secured Noteholder:_____

Total Outstanding Principal Amount of 12% Senior Secured Class A Notes
Due 2011 held by Supporting Secured Noteholder:_____

Total Outstanding Principal Amount of Senior Secured Floating Rate Notes due 2011 held by
Supporting Secured Noteholder:_____

Total Outstanding Principal Amount of 13% Senior Secured Class B Notes due 2011 held by
Supporting Secured Noteholder:_____

EXHIBIT "2"

INVESTMENT COMMITMENT LETTER

November 14, 2010

Loehmann's Holdings Inc.
2500 Halsey Street
Bronx, NY 10461

Re: Investment Funding Commitment

Ladies and Gentlemen:

The Company intends to restructure certain of its obligations and certain obligations of its subsidiaries to third parties (the "Financial Restructuring") pursuant to the terms and conditions set forth in that certain Restructuring Support Agreement dated and effective as of November 14, 2010, among each of the Loehmann's Entities, the Supporting Secured Noteholders and Istithmar (the "Restructuring Support Agreement") and the term sheet annexed as Exhibit A (the "Plan Term Sheet") to the Restructuring Support Agreement. In connection with the Financial Restructuring, each of the Investors (as defined below) will fund its respective portion of the New Equity Investment pursuant to the terms and conditions set forth herein and the term sheet annexed hereto as Exhibit A (the "Investment Term Sheet", and together with the Plan Term Sheet, the "Term Sheets"), which is incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Restructuring Support Agreement or the Investment Term Sheet.

Subject to the express terms and conditions contained herein, including without limitation the terms and conditions set forth in the Term Sheets, each of Istithmar and Whippoorwill (individually, an "Investor" and collectively, the "Investors") hereby agrees, severally and not jointly, to fund its respective portion of the New Equity Investment on the Effective Date as set forth in Schedule I hereto, which is incorporated by reference herein as if fully set forth herein, and to otherwise satisfy its obligations set forth in this Investment Commitment Letter.

In consideration of the foregoing, and other good and valuable consideration, the value of which is hereby acknowledged, the Company and the Investors hereby agree as follows:

1. Representations and Warranties of Istithmar. Solely with respect to itself, Istithmar represents and warrants to, and agrees with, Whippoorwill and the Company as set forth below. Each representation, warranty and agreement made in this Section 1 is made as of the date hereof and as of the Effective Date:

(a) Istithmar has been duly organized and is validly existing and in good standing under the laws of its respective jurisdiction of organization.

(b) Istithmar has the requisite power and authority to enter into, execute and deliver this Investment Commitment Letter and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Investment Commitment Letter.

(c) This Investment Commitment Letter has been duly and validly executed and delivered by it, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms and subject to the conditions precedent set forth herein and in the Term Sheets.

(d) Compliance by Istithmar with its obligations hereunder, will not (i) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result in the acceleration, termination, modification or cancellation of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Istithmar is a party or by which Istithmar is bound or to which any of the property or assets of Istithmar are subject, (ii) result in any violation of the provisions of the organizational documents of Istithmar or (iii) result in any violation of any statute, license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over Istithmar or any of its respective properties.

(e) Except as provided in the Term Sheets, no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over Istithmar or any of its properties is required for the compliance by Istithmar with all of the provisions hereof or the consummation of the transactions contemplated herein.

2. Representations and Warranties of Whippoorwill. Solely with respect to itself, Whippoorwill represents and warrants to, and agrees with, Istithmar and the Company as set forth below. Each representation, warranty and agreement made in this Section 2 is made as of the date hereof and as of the Effective Date:

(a) Whippoorwill has been duly organized and is validly existing and in good standing under the laws of its respective jurisdiction of organization.

(b) Whippoorwill has the requisite power and authority to enter into, execute and deliver this Investment Commitment Letter and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Investment Commitment Letter.

(c) This Investment Commitment Letter has been duly and validly executed and delivered by it, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) Compliance by Whippoorwill with its obligations hereunder, will not (i) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result in the acceleration, termination, modification or cancellation of, any indenture, mortgage, deed of trust, loan

agreement or other agreement or instrument to which Whippoorwill is a party or by which Whippoorwill is bound or to which any of the property or assets of Whippoorwill are subject, (ii) result in any violation of the provisions of the organizational documents of Whippoorwill or (iii) result in any violation of any statute, license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over Whippoorwill or any of its respective properties.

(e) Except as provided in the Term Sheets, no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over Whippoorwill or any of its properties is required for the compliance by Whippoorwill with all of the provisions hereof or the consummation of the transactions contemplated herein.

3. Representations and Warranties of the Company. Each of the Loehmann's Entities represents and warrants to, and agrees with each Investor as set forth below. Each representation, warranty and agreement made in this Section 3 is made as of the date hereof and as of the Effective Date:

(a) Each of the Loehmann's Entities has been duly organized and is validly existing and in good standing under the laws of its respective jurisdiction of organization.

(b) Each of the Loehmann's Entities has the requisite power and authority to enter into, execute and deliver this Investment Commitment Letter and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Investment Commitment Letter.

(c) This Investment Commitment Letter has been duly and validly executed and delivered by it, and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) Compliance with its obligations hereunder will not (i) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result in the acceleration, termination, modification or cancellation of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company are subject, (ii) result in any violation of the provisions of the organizational documents of the Company or (iii) result in any violation of any statute, license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its respective properties. Except as provided in the Term Sheets, no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over the Company or any of its properties is required for the compliance by the Company with all of the provisions hereof or the consummation of the transactions contemplated herein.

4. Agreements of the Company. The Company hereby agrees:

(a) The Company shall provide to each Investor and its advisors, designees and representatives reasonable access during normal business hours to all books, records, documents, properties and personnel of the Company. In addition, the Company shall promptly (but in no event later than three (3) days following notice of such claim, litigation, arbitration or administrative proceeding) provide written notification to each Investor's respective counsel of any claim or litigation, arbitration or administrative proceeding that is threatened or filed against any of the Loehmann's Entities from the date hereof until the earlier of the (i) Effective Date and (ii) termination or expiration of this Investment Commitment Letter; provided, however, that the Company's obligations under this Section 4(a) shall not apply in connection with any claim or litigation, arbitration or administrative proceeding that is threatened or filed against any of the Loehmann's Entities in the ordinary course of its business operations.

(b) The Company shall file a motion seeking Bankruptcy Court approval of this Investment Commitment Letter (including seeking an order providing for the allowance and payment of the Commitment Fee and Expenses in accordance with the Investment Term Sheet which order shall be in a form and substance satisfactory to each Investor) promptly following the Petition Date (but in no event later than five (5) days after the Petition Date). Any motion, pleading, proposed order, press release, public statement or other document that relates or refers to any of the Investors, this Investment Commitment Letter, the Restructuring Support Agreement, the Financial Restructuring, the Restructuring Plan or the Chapter 11 Cases shall be provided to each Investor's respective counsel in draft form for review prior to its being made public or its being filed with the Bankruptcy Court. The Company shall consider any comments to such materials in good faith. No such materials may be made public or be filed with the Bankruptcy Court without the consent of each Investor, which consent may not be unreasonably withheld.

(c) The Company will not file any pleading or take any other action in the Bankruptcy Court that is inconsistent with the terms of this Investment Commitment Letter or the Restructuring Support Agreement, or the consummation of the transactions contemplated hereby or thereby unless the Company believes in the good faith (after consultation with outside legal counsel) that the failure to authorize such filing or action would be inconsistent with its fiduciary duties under applicable law, including the Bankruptcy Code.

(d) If the Company receives, directly or indirectly, any offer from another person involving any recapitalization, restructuring, merger, consolidation, sale of assets or sale of equity of the Company (any such offer, an "Offer"), then the Company shall inform each Investor of the receipt of such Offer no later than one (1) business day after receipt of such Offer.

(e) The Company shall pay the Commitment Fee and Expenses to the extent payable and subject to the terms and conditions set forth in the Investment Term Sheet.

(f) The Company shall provide quarterly and annual financial statements to any transferee of New Common Stock pursuant to the transactions contemplated by the Trade Documents, provided that the transferee has executed a confidentiality agreement in form and substance reasonably acceptable to the Company, provided further that such transferee shall have an independent right to enforce the terms of this Section 4(f) notwithstanding anything set forth in section 14(d) of this Investment Commitment Letter.

5. Acknowledgements and Agreements of the Company. Notwithstanding anything herein to the contrary, the Company acknowledges and agrees that (a) the Investors shall not be jointly and severally liable with respect to the obligations arising under this Investment Commitment Letter, (b) the transactions contemplated hereby are arm's-length commercial transactions among the Company and each Investor, (c) in connection therewith and with the processes leading to such transactions, each Investor is acting solely as a principal and not as an agent or fiduciary of any other Investor, the Company and/or its estates, (d) the Investors have not assumed an advisory or fiduciary responsibility in favor of the Company and/or its estates with respect to such transactions or the processes leading thereto (irrespective of whether any Investor has advised or is currently advising the Company on other matters), and (e) the Company has consulted its own legal and financial advisors to the extent it has deemed appropriate. The Company agrees that it will not claim that any Investor has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or its estates, in connection with such transactions or the processes leading thereto.

6. Acknowledgements and Agreements of the Investors. Notwithstanding anything herein to the contrary, each Investor acknowledges and agrees that (a) the transactions contemplated hereby are arm's-length commercial transactions among the Company and each Investor, (b) in connection therewith and with the processes leading to such transactions, such Investor is acting solely as a principal and not as an agent or fiduciary of any other Investor, the Company and/or its estates, and (c) such Investor has consulted its own legal and financial advisors to the extent it has deemed appropriate and has had the opportunity to conduct, and has conducted, its own diligence with respect to the Company and the New Equity Investment. Each Investor agrees to negotiate in good faith the Definitive Documents (defined below).

7. Conditions Precedent. The agreements set forth herein (other than those indemnifications set forth in Section 8 hereof which are intended to be effective upon the execution hereof) are subject to (a) the terms and conditions set forth in the Term Sheets, including without limitation, the conditions precedent set forth in the Term Sheets; (b) the negotiation, execution and delivery of definitive documentation (the "Definitive Documents"), including, without limitation, the documents contemplated by the Restructuring Support Agreement and this Investment Commitment Letter, each in form and substance satisfactory to each Investor in its sole discretion; and (c) the simultaneous closing of the Financial Restructuring and the New Equity Investment pursuant to the Restructuring Plan. The Definitive Documents shall be in form and substance consistent with this Investment Commitment Letter and the Restructuring Support Agreement, and shall contain representations, warranties and covenants customarily found in agreements for similar investments or financings and shall be satisfactory to each Investor in its sole discretion.

8. Indemnification; Limitation on Damages. The Company agrees to indemnify and hold harmless each Investor and its respective affiliates, and each of their respective directors, officers, partners, members, employees, agents, counsel, financial advisors and assignees (including affiliates of such assignees), in their capacities as such (each an "Indemnified Party"), from and against any and all losses, claims, damages, liabilities or other expenses to which such Indemnified Party may become subject from third party claims, insofar as such losses, claims, damages, liabilities (or actions or other proceedings commenced or threatened in respect thereof) or other expenses arise out of or in any way relate to or result from

this Investment Commitment Letter, the Restructuring Support Agreement, the Plan Term Sheet, the Financial Restructuring, the Trade Documents and any related documentation, the Forward Purchase Agreement, the Restructuring Plan or the Definitive Documents, and the Company agrees to reimburse (on an as-incurred monthly basis) each Investor for any reasonable legal or other reasonable expenses incurred in connection with investigating, defending or participating in any such loss, claim, damage, liability or action or other proceeding (whether or not such Investor is a party to any action or proceeding out of which indemnified expenses arise), but excluding therefrom all expenses, losses, claims, damages and liabilities of such Investor that are finally judicially determined (not subject to appeal) to have resulted solely from the bad faith, gross negligence, willful misconduct or willful breach (as determined pursuant to a Final Order) of such Investor. In the event of any litigation or dispute involving this Investment Commitment Letter, the Restructuring Support Agreement, the Plan Term Sheet, the Financial Restructuring, the Restructuring Plan or the Definitive Documents, subject to the foregoing, neither of the Investors shall be responsible or liable to the Company for any special, indirect, consequential, incidental or punitive damages. The obligations of the Company under this Section 8 shall be effective upon execution of this Investment Commitment Letter and shall remain effective whether or not any of the transactions contemplated in this Investment Commitment Letter are consummated, any Definitive Documents are executed and notwithstanding any termination of this Investment Commitment Letter and shall be binding upon the Reorganized Company in the event that any plan of reorganization of the Company is consummated.

9. Survival. All representations, warranties and covenants and agreements made in this Investment Commitment Letter will survive the execution and delivery of this Investment Commitment Letter but will merge into the Definitive Documents and be of no continuing force or effect following the execution of the Definitive Documents by the parties thereto on the Effective Date, except to the extent that the same are incorporated into the Definitive Documents; provided, however, that (i) the Company's obligations pursuant to section 4(f) of this Investment Commitment Letter and (ii) the right of any transferee referenced in Section 4(f) hereof will (a) be incorporated into the Definitive Documents and/or (b) survive any termination of this Commitment Letter.

10. Publicity. Subject to Section 4(c) above, the Company and the Investors each shall consult with each other prior to issuing any press releases or other public announcements (and provide each other a reasonable opportunity to review and comment upon such releases or statements) with respect to the transactions contemplated by this Investment Commitment Letter, and prior to making any filings with any third party or any governmental entity with respect thereto, except as may be required by law or by the request of any governmental entity. No press release or other public announcement that refers to any Investor shall be released without such Investor's prior written consent.

11. Termination. Subject to Sections 8 and 9 above, this Investment Commitment Letter shall terminate following the occurrence of any of the Termination Events in accordance with the terms set forth in the Investment Term Sheet.

12. Notices. All notices and other communications in connection with this Investment Commitment Letter will be in writing and will be deemed given if delivered personally, sent via facsimile (with telephonic confirmation) or delivered by an express courier

(with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(i) If to Istithmar:

Istithmar Retail Investments
The Galleries
Limitless Building No. 4, Level 6
PO Box 17000
Jebel Ali, Dubai, United Arab Emirates
+971 4 390 2100
Attention: Chief Executive Officer and General Counsel

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP
Richard S. Lincer
Sean A. O'Neal
One Liberty Plaza
New York, NY 10006
+1 (212) 225-2000

(ii) If to Whippoorwill:

Whippoorwill Associates, Inc.
11 Martine Avenue, 11th Floor
White Plains, NY 10606
Attn: Steven Gendal
with a copy to its General Counsel at the same address

and a copy to:

Robert L. Cunningham
Matthew J. Williams
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
fax: +1 (212) 351-5208

(iii) If to the Company:

Loehmann's Holdings Inc.
2500 Halsey Street
Bronx, NY 10461
Attn: Chief Executive Officer
With a copy to its General Counsel at the same address

and a copy to:

Frank Oswald
Togut, Segal & Segal LLP
One Penn Plaza
New York, NY 10119
fax: (212) 967-4258

(a) Governing Law: Jurisdiction. THIS INVESTMENT COMMITMENT LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. By its execution and delivery of this Investment Commitment Letter, each of the Company and the Investors hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under this Investment Commitment Letter or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought (i) in the event that the Chapter 11 Cases have not been commenced, in the United States District Court for the Southern District of New York or (ii) in the event that the Chapter 11 Cases have been commenced, in the Bankruptcy Court. By execution and delivery of this Investment Commitment Letter, each of the Company and the Investors irrevocably accepts and submits itself to the exclusive jurisdiction of the United States District Court for the Southern District of New York or the Bankruptcy Court, as applicable, solely with respect to legal action, suit or proceeding against it with respect to any matter under this Investment Commitment Letter or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, and waives any objection it may have to venue or the convenience of the forum as to such legal action, suit or proceeding or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding.

13. Waivers and Amendments. This Investment Commitment Letter may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Investment Commitment Letter may be waived, only by a written instrument signed by all the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege pursuant to this Investment Commitment Letter will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Investment Commitment Letter, nor will any single or partial exercise of any right, power or privilege pursuant to this Investment Commitment Letter, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Investment Commitment Letter.

14. Miscellaneous. This Investment Commitment Letter: (a) supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the Investors and the Company and its Subsidiaries with respect hereto and thereto; (b) shall not be assignable by the Company without the prior written consent of each Investor (and any purported assignment without such consent shall be null and void); (c) shall not be assignable by any Investor except to their designees as may be reasonably acceptable

to the Company and each Investor; (d) except as otherwise provided in Section 4(f) herein, is intended to be solely for the benefit of the Company and the Investors and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the Company and the Investors; and (e) may not be amended or waived except by an instrument in writing signed by the Company and each Investor.

15. Counterparts. This Investment Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Investment Commitment Letter by facsimile transmission or electronic mail in portable document format (pdf) shall be effective as delivery of a manually executed counterpart hereof.

16. Headings. The headings in this Investment Commitment Letter are for reference purposes only and shall not in any way affect the meaning or interpretation of this Investment Commitment Letter.

17. Automatic Stay. Each of the Loehmann's Entities acknowledges that after the commencement of the Chapter 11 Cases, the giving of notice of termination by any Party pursuant to this Investment Commitment Letter shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code.

[Remainder of Page Intentionally Left Blank]

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Term Sheets by returning to us executed counterparts hereof not later than 5:00 p.m., New York City time, on November 15, 2010.

Very truly yours,

ISTITHMAR RETAIL INVESTMENTS

By: /s/ Kapil Zaveri

Name: Kapil Zaveri

Title:

WHIPPOORWILL ASSOCIATES, INC., as
agent for certain of its discretionary funds and
accounts

By: /s/ Steven Gendal
Name: Steven Gendal
Title: Principal

Agreed and accepted on this
14th day of November, 2010:

LOEHMANN'S HOLDINGS INC.

By: /s/ Joseph Melvin
Name: Joseph Melvin
Title: Chief Operating Officer/Chief Financial
Officer

LOEHMANN'S, INC.

By: /s/ Joseph Melvin
Name: Joseph Melvin
Title: Chief Operating Officer/Chief Financial
Officer

**LOEHMANN'S REAL ESTATE
HOLDINGS, INC.**

By: /s/ Joseph Melvin
Name: Joseph Melvin
Title: Chief Operating Officer/Chief Financial
Officer

LOEHMANN'S OPERATING CO.

By: /s/ Joseph Melvin
Name: Joseph Melvin
Title: Chief Operating Officer/Chief Financial
Officer

LOEHMANN'S CAPITAL CORP.

By: /s/ Joseph Melvin
Name: Joseph Melvin
Title: Chief Operating Officer/Chief Financial
Officer

EXHIBIT A

Investment Term Sheet

Exhibit A to Investment Commitment Letter

**Summary of Terms for New Equity Investment in
Loehmann's Holdings Incorporated**

This term sheet (the "Investment Term Sheet") is made a part of and incorporated in its entirety by reference into that certain Investment Commitment Letter dated and effective as of November 14, 2010 (the "Commitment Letter") executed by Istithmar, Whippoorwill and the Company. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Commitment Letter or that certain Restructuring Support Agreement dated and effective as of November 14, 2010, among each of the Loehmann's Entities, the Supporting Secured Noteholders and Istithmar (the "Restructuring Support Agreement").

COMPANY:

The Company (as debtors in possession and as reorganized debtors, as applicable).

INVESTORS:

Istithmar and Whippoorwill.

**RESTRUCTURING
TRANSACTIONS:**

Each of the Investors will fund its respective portion of the New Equity Investment subject only to the terms and conditions set forth herein and the Restructuring Support Agreement in order to fund a portion of the Financial Restructuring in connection with a reorganization of the Company pursuant to Chapter 11 of the Bankruptcy Code, as described in the Restructuring Support Agreement.

The closing of the Financial Restructuring and the funding of the New Equity Investment shall occur simultaneously.

NEW EQUITY INVESTMENT:

On the Effective Date, each Investor agrees, severally and not jointly, to subscribe for and purchase its respective portion of the New Equity Investment as set forth in Schedule I to the Commitment Letter. For the avoidance of doubt, the Investors shall have no obligation to provide (i) any additional capital, whether styled as debt or equity, to the Company on the Effective Date or thereafter except as expressly provided herein, or (ii) any credit support in connection with the Exit Facility on the Effective Date or thereafter.

**CONDITIONS TO FUNDING
THE NEW EQUITY
INVESTMENT:**

(i) The obligation of the Investors to make the New Equity Investment shall be subject to the satisfaction by the Company or waiver by each Investor of each of the following conditions precedent (collectively, the "Conditions Precedent") on or prior to the Effective Date:

- (a) The Restructuring Plan shall be in form and substance satisfactory to each Investor in its sole discretion, which shall provide for, among other things, the plan treatment and other terms set forth in the Plan Term Sheet;
- (b) Definitive documentation, including without limitation the Restructuring Plan, the documents to be included in the plan supplement to the Restructuring Plan, the Disclosure Statement and documentation in connection with the New Equity Investment, including without limitation a registration rights agreement and a shareholders agreement, shall have been executed and delivered by the Company and the Investors, in form and substance reasonably satisfactory to the Company and satisfactory to each Investor in its sole discretion (including as to the matters specified below under "Shareholder Protections"), and the conditions precedent contained therein shall have been satisfied or waived in accordance therewith;
- (c) All conditions precedent for the closing of the Financial Restructuring as set forth in the Commitment Letter, the Restructuring Support Agreement and the Restructuring Plan shall have been satisfied or waived by the Investors;
- (d) Each of the Investors shall have simultaneously funded its respective portion of the New Equity Investment;
- (e) No Termination Event (as defined below) shall have occurred (excluding a Termination Event that has been waived as provided for herein);
- (f) Funding of the New Equity Investment shall not result in any violation of any statute, license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Investors or any of their respective properties;
- (g) The transactions contemplated by the Trade Documents shall have been consummated;
- (h) The transactions contemplated by the Forward Purchase Agreement shall have been consummated; and
- (i) The Company shall have entered into definitive documentation with respect to the Exit Facility in form

and substance satisfactory to each Investor, in its sole discretion, and the transactions contemplated by such agreement shall be consummated concurrently with the New Equity Investment; and

(j) The Exit Facility shall not require any credit support by any of the Investors.

(ii) The obligation of Istithmar to make the New Equity Investment shall be subject to the satisfaction by the Company or waiver by Istithmar of each of the following conditions precedent on or prior to the Effective Date:

(a) No draw shall have been made on the \$7.5 million letter of credit (the "Prepetition Letter of Credit") posted by Istithmar under Section 2.1 of that certain Credit Agreement dated as of September 15, 2010, by and among Loehmann's Opco as borrower, Capco, Loehmann's Holdco, Loehmann's and Holdings as guarantors, and Crystal, as administrative agent and collateral agent for the lenders party to the Credit Agreement from time to time (the "Credit Agreement"), and the Prepetition Letter of Credit shall have been surrendered to the issuing bank for cancellation undrawn; and

(b) No draw shall have been made on the \$7.5 million letter of credit posted by Istithmar under Section 2.1 of the DIP Credit Agreement in connection with the DIP Financing Facility (the "DIP Letter of Credit"), and the DIP Letter of Credit shall have been surrendered to the issuing bank for cancellation undrawn.

TERMINATION EVENT:

"Termination Event," wherever used herein, means any of the following:

(i) The Commitment Letter may be terminated if an Investor provides written notice to the other Investor and the Company due to the following (provided, however, that (x) each Investor's right to terminate the Commitment Letter shall not be available where such Investor's breach or delay is the cause of such event, and (y) Istithmar's right to terminate the Commitment Letter shall not be available if the Termination Event is the result of any action or inaction taken by Istithmar in its capacity as 100% shareholder of the Company):

(a) the failure or impossibility of any Condition

Precedent to be performed or satisfied on the Effective Date;

(b) the Company shall have breached any material provision of the Commitment Letter or the Restructuring Support Agreement, written notice of such breach shall have been given by an Investor and such breach shall not have been cured within two (2) business days of the Company's receipt of such notice;

(c) each of the Investors shall not have reached agreement on or prior to December 1, 2010, on the terms of shareholder protections acceptable to each Investor in its sole discretion including at least those terms specified below under "Shareholder Protections";

(d) any Investor shall have breached any material provision of the Forward Purchase Agreement, written notice of such breach shall have been given by an Investor and such breach shall not have been cured within three (3) business days of such Investor's receipt of such notice; and

(e) the Company shall have breached its obligation to pay Expenses (defined below) in accordance with this Investment Term Sheet; provided, however, that each Investor's right to terminate the Commitment Letter on this basis shall only be available if such Investor's Expenses have not been paid when due and payable.

(ii) Upon occurrence of any of the following, the Commitment Letter shall terminate automatically:

(a) the Restructuring Support Agreement is terminated in accordance with its terms;

(b) the Company has not filed the Approval Motion on or before five (5) days after the Petition Date;

(c) the Company has not filed the Restructuring Plan and the accompanying Disclosure Statement on or before thirty (30) days after the Petition Date;

(d) the Bankruptcy Court has not entered an order in form and substance acceptable to each Investor in its sole discretion granting the relief sought in the Approval Motion (the "Approval Order"), including without limitation authorization for the Investors to terminate the Commitment Letter upon the occurrence of a Termination Event and for the Company to pay

the Expenses and the Commitment Fee upon the occurrence of the conditions set forth herein or in the Commitment Letter, on or before thirty (30) days after the Petition Date;

(e) the Bankruptcy Court does not enter an order approving the Disclosure Statement in form and substance acceptable to each Investor in its sole discretion on or before seventy (70) days after the Petition Date;

(f) the Bankruptcy Court does not enter an order in form and substance acceptable to each Investor in its sole discretion confirming the Restructuring Plan on or before March 1, 2011;

(g) the Effective Date of the Restructuring Plan does not occur on or before March 15, 2011;

(h) a trustee, responsible officer, or an examiner with powers beyond the duty to investigate and report, as set forth in 11 U.S.C. § 1106(a)(3) and (4), shall have been appointed under 11 U.S.C. §§ 1104 or 105;

(i) any of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code, or shall have been dismissed;

(j) the Restructuring Plan is modified in a manner that is adverse in any material respect to any Investor or inconsistent in any material respect with the terms set forth in the Commitment Letter or the Restructuring Support Agreement;

(k) the Company submits or supports a plan of reorganization or liquidation that is adverse in any material respect to any Investor or inconsistent in any material respect with the terms set forth in the Commitment Letter or the Restructuring Support Agreement, including without limitation any plan that contemplates a restructuring, sale or recapitalization that is inconsistent with the Commitment Letter;

(l) the Company submits or supports a Competing Transaction; or the Bankruptcy Court shall have entered an order approving a Competing Transaction;

(m) the occurrence of a Material Adverse Change;

(n) the Company moves to withdraw or withdraws the Restructuring Plan;

(o) the occurrence of an Event of Default (as defined in the DIP Credit Agreement);

(p) the occurrence of the Revolving Termination Date (as defined in the DIP Credit Agreement) other than in connection with a refinancing of the obligations of the Company under the DIP Credit Agreement contemporaneously with the effectiveness of the Financial Restructuring and the New Equity Investment; or

(q) the transactions contemplated by the Trade Documents are not closed on or before twenty (20) days from the date hereof for any reason, or the Trade Confirmation, the Note Purchase Agreement or the Forward Purchase Agreement is terminated for any reason including, but not limited to, the failure to execute the Escrow Agreement and fund the Escrow Account (as such terms are defined in the Forward Purchase Agreement) by November 24, 2010.

The Termination Events set forth in (i) and (ii) above can be waived or modified only upon the consent of each Investor.

(iii) The Company may terminate the Commitment Letter if the Company provides written notice to each Investor due to the following (provided, however, that the Company's right to terminate the Commitment Letter shall not be available where a Company breach is the cause of such event):

(a) Any Investor fails to fund its respective portion of the New Equity Investment on the Effective Date; or

(b) Any Investor breaches its obligations under the Commitment Letter, written notice of such breach shall have been given by the Company to each Investor and such breach shall not have been cured within five (5) business days of the breaching Investor's receipt of such notice.

The Termination Events set forth in (iii) above are intended solely for the benefit of the Company, and can be waived or modified only upon the consent of the Company.

(iv) Istithmar may terminate the Commitment Letter if Istithmar provides written notice to Whippoorwill and the Company due to the following (provided, however, that

Istithmar's right to terminate the Commitment Letter shall not be available where an Istithmar breach is the cause of such event):

(a) Crystal makes any draw upon the Prepetition Letter of Credit or the DIP Letter of Credit.

The Termination Event set forth in (iv) above is intended solely for the benefit of the Istithmar, and can be waived or modified only upon the consent of Istithmar.

FEES AND EXPENSES:

The Approval Order shall provide that the Company shall pay, when due and payable, the reasonable professional fees and expenses (the "Expenses") incurred by each Investor in connection with the chapter 11 proceedings, including, without limitation, with respect to the Financial Restructuring, the Restructuring Plan and the Commitment Letter, including, without limitation the reasonable fees and expenses of (i) Gibson, Dunn & Crutcher LLP, in its capacity as counsel to Whippoorwill, (ii) Conway Del Genio Gries & Co., LLC, in its capacity as financial advisor to the Supporting Secured Noteholders and (iii) Cleary Gottlieb Steen & Hamilton LLP, in its capacity as counsel to Istithmar; provided, however, that the Expenses of Istithmar shall be reimbursed only in the event that the transactions contemplated by the Restructuring Plan are consummated or the Commitment Letter is terminated pursuant to clause (i)(b) or (ii)(1) under the heading "Termination Events" above. The Expenses shall have administrative expense status in any chapter 11 proceedings.

SHAREHOLDER PROTECTIONS:

The Definitive Documents shall provide for shareholder protections customarily found in agreements for similar restructurings, including without limitation a shareholder agreement providing for the following:

- (i) the right of each Investor to have elected directors comprising at least 40% of the entire board; and
- (ii) the requirement that any of the following actions by the Company be approved by each Investor or each Investor as shareholder:

(a) any material change in the business of the Company;

- (b) approval of the annual business plan and budget or any amendments thereto or variances therefrom;
 - (c) declaration of dividends;
 - (d) payment of any management fees or other such payments to, or contracts with, holders of equity or their affiliates;
 - (e) issuance of equity securities (other than pursuant to any Management Incentive Plan) at a price that would result in dilution of more than 10% to existing equity (with the formula for valuation of existing equity for such purposes to be specified);
 - (f) any initial public offering;
 - (g) capital expenditures or purchase or sale of assets in excess of specified thresholds;
 - (h) incurrence of indebtedness in excess of specified thresholds;
 - (i) merger, consolidation or sale of all or substantially all assets; and
 - (j) replacement of the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer;
- (iii) tag along rights in connection with any sale of equity securities by either Investor in a single transaction or a series of related transactions, of more than 25% of the New Common Stock (excluding shares of New Common Stock issued pursuant to any Management Incentive Plan);
- each in form and substance satisfactory to each Investor in its sole discretion.

GOVERNING LAW:

All Definitive Documents in connection with the Financial Restructuring and the Restructuring Plan shall be governed by the laws of the State of New York.

COVENANTS:

The Definitive Documents shall provide for affirmative and negative covenants customarily found in agreements for similar restructurings, as well as other covenants satisfactory to each Investor in its sole discretion.

**REPRESENTATIONS &
WARRANTIES:**

The Definitive Documents shall contain representations and warranties customarily found in agreements for

similar restructurings and shall be satisfactory to each Investor in its sole discretion.

DEFINITIONS:

“Approval Motion” means a motion filed by the Company no later than five (5) days after the Petition Date, which motion shall seek approval of the Bankruptcy Court of the terms and conditions of the Commitment Letter, including without limitation the termination of the Commitment Letter upon the occurrence of any Termination Events, the Debtors’ payment of the Commitment Fee and Expenses as set forth in the Commitment Letter and the scheduling of the hearing to consider confirmation of the Restructuring Plan and approval of the Disclosure Statement on an expedited basis pursuant to a schedule consistent with the terms and conditions of the Commitment Letter.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

“Commitment Fee” means a fee equal to 4% of the New Equity Investment payable to the Investors in the form of convertible preferred shares on the Effective Date in the allocations set forth in Schedule I to the Commitment Letter as consideration for the commitment of the Investors to fund the New Equity Investment, provided, that the Commitment Fee shall be entitled to administrative expense priority status and payable in all circumstances except if the Commitment Letter is terminated pursuant to a Termination Event set forth in (i)(c); (i)(d); (ii)(d); (ii)(r); (iii)(a) or (iii)(b) in the definition of Termination Event, provided, further, that if the Commitment Letter is terminated pursuant to a Termination Event set forth in (i)(d), (iii)(a) or (iii)(b), then the non-breaching Investor shall be entitled to its pro-rata share of the Commitment Fee (pro rata being based upon such Investor’s commitment to the Investment) and such portion shall be granted administrative expense priority status.

“Competing Transaction” means an offer or agreement to implement a transaction that is inconsistent with the transactions contemplated by the Commitment Letter with respect to (i) any restructuring, reorganization, merger, consolidation, share exchange, business combination, recapitalization, refinancing or similar transaction involving any of the Loehmann’s Entities or (ii) a sale of all or substantially all of the Company’s

business or assets.

“Effective Date” means the date that all conditions to the effectiveness of the Restructuring Plan have been satisfied or waived and the Restructuring Plan has been consummated.

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not prevent such order from being a Final Order; provided, further, that the Company and the Investors may waive any appeal period.

“New Convertible Preferred Equity” means shares of convertible preferred equity issued by Loehmann’s Holdco for an aggregate purchase price equal to \$25 million. The New Convertible Preferred Equity shall (i) pay interest at the rate of 2% per annum and (ii) be convertible into 49.1% of the fully diluted shares of New Common Stock to be issued on the Effective Date (excluding any shares to be issued under any Management Incentive Plan).

“New Equity Investment” means the purchase by the Investors, severally and not jointly, of the New Convertible Preferred Equity. The proceeds of the New Equity Investment, together with available Company cash and the proceeds of the Exit Facility, shall be used to consummate the Financial Restructuring.

“Material Adverse Change” means (i) a decline of 20% or more in Actual Receipts (as such term is defined in the DIP Credit Agreement) from the date of the Commitment Letter through the date of calculation from those projected in the Approved Budget (as such term is defined in the DIP Credit Agreement) (ii) a decline of 20% or more in Actual Inventory Availability (as such

term is defined in the DIP Credit Agreement) from the date of the Commitment Letter through the date of calculation from those projected in the Approved Budget (as such term is defined in the DIP Credit Agreement) or (iii) a good faith determination by either of the Investors that the \$25 million New Equity Investment is insufficient to fund the Financial Restructuring and the distributions contemplated by the Restructuring Plan.

“Petition Date” means the date that the Chapter 11 Cases are commenced.

Schedule I

New Equity Investment and Commitment Fee Allocations

Investor	New Equity Investment	Commitment Fee Percentage
Isthmar	\$16,100,000	64.4%
Whippoorwill	\$8,900,000	35.6%

EXHIBIT "3"

EXHIBIT "3"

Corporate Organization Chart

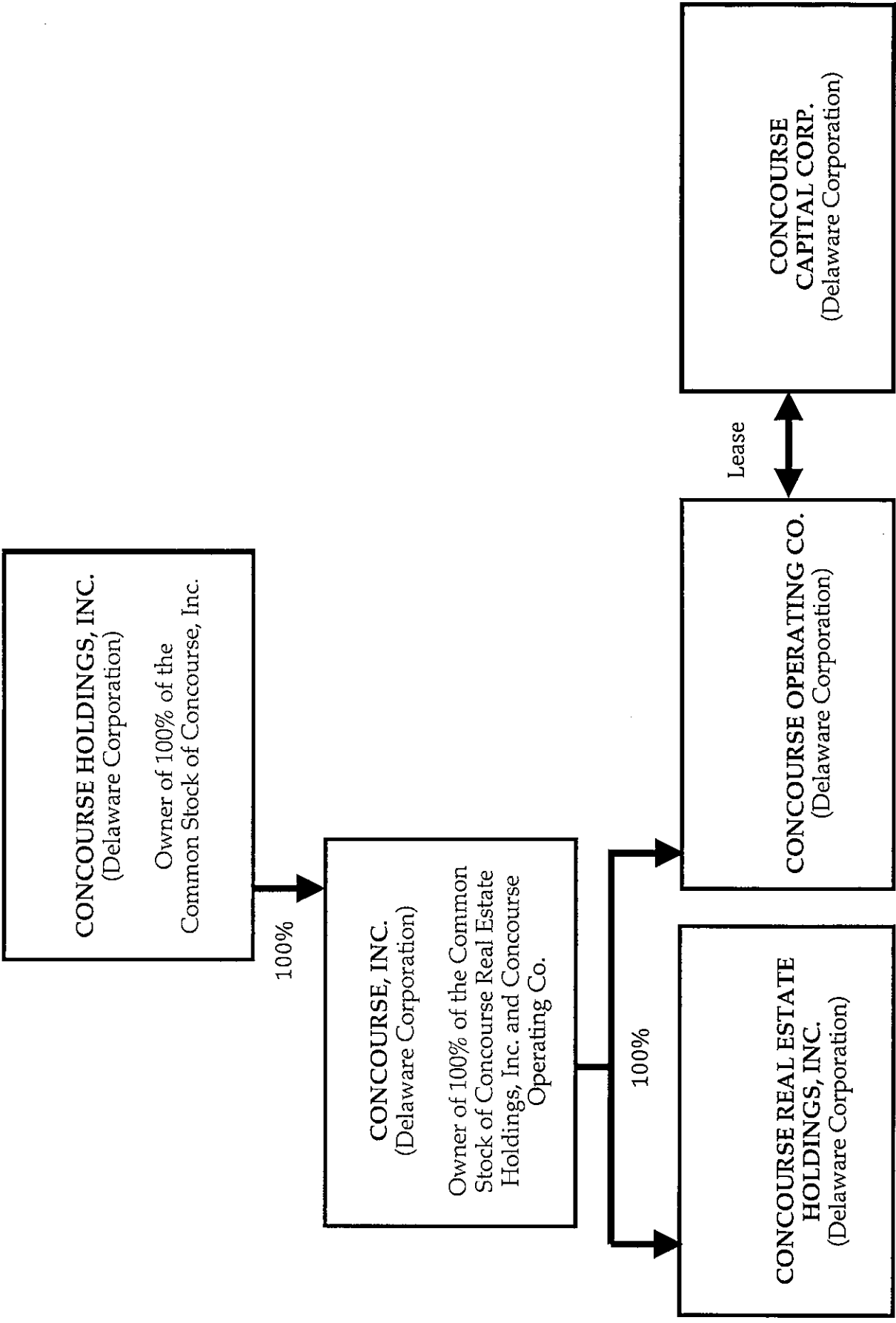


EXHIBIT A

30 Largest Unsecured Claims (Excluding Insiders)¹

As required and in addition to what is required under Local Rule 1007-2(a)(4),
the following is a schedule of the Debtors' 30 largest unsecured claims.²

Creditor	Contact	Mailing Address and Telephone Number	Amount of Claim	Contingent, Unliquidated, Disputed or Partially Secured
1. G III LADIES DIVISION	FAX 212-403-0551	PO BOX 24292, NEW YORK, NY 10087 201-866-4900	\$ 774,798	
2. TAHARI LTD	FAX 212-768-2049	PO BOX 200799, PITTSBURGH PA, 90057 212-763-2000	\$ 580,939	
3. URBAN OUTFITTERS	FAX 215-454-4994	209 WEST 38TH STREET, NEW YORK NY, 10018 212-454-4773	\$ 569,438	
4. JUICY COUTURE	FAX 201-295-7159	C/O LIZ CLAIBORNE, PO BOX 13866, NEWARK, NJ 07188-0866 888-908-1160	\$ 519,131	
5. REPUBLIC CLOTHING CORP	FAX 212-302-4376	225 WEST 39TH STREET, NEW YORK, NY 10018 212-719-3000	\$ 509,240	
6. U.S. OUTLET INC	FAX 213-745-7487	1717 SOUTH FIGUEROA STREET, LOS ANGELES CA, 90015 213-745-5574	\$ 452,082	
7. STEVE MADDEN/STEVEN	FAX 718-446-5747	BUILDING 'A', 3400 MCINTOSH ROAD, PORT EVERGLADES, FL 33316 954-468-0060	\$ 422,036	
8. SCENT OF WORTH	FAX 631-254-9340	35 SAWGRASS DR, STE #2 BELLPORT, NY 11713 866-444-3225	\$ 383,569	
9. CALVIN KLEIN OUTERWEAR	FAX 212-403-0551	140 DOCKS CORNER RD, DAYTON, NJ 08810 212-403-0500	\$ 374,001	
10. VICTORINOX	FAX 203-225-2727	PO BOX 845362, BOSTON, MA, 02284-5362 800-442-2706	\$ 317,037	
11. LUCCA	FAX 212-747-7737	629 EAST 30th STREET, LOS ANGELES, CA 90011 213-748-9898	\$ 310,837	
12. ALTERNATIVE	FAX 678-380-1894	1650 INDIAN BROOK WAY, NORCROSS GA, 30093 678-380-1890	\$ 307,560	
13. JUST CYNTHIA	FAX 212-302-1254	CYNTHIA STEFFE 550 SEVENTH AVE, NEW YORK, NY 10018 212-403-6200	\$ 304,428	

¹ The information herein shall not constitute an admission of liability by, nor is it binding on, the Debtors. All claims are subject to customary offsets, rebates, discounts, reconciliations, credits and adjustments, which are not reflected on this schedule.

² The amounts set forth on this Exhibit represent estimated amounts as of the Petition Date.

Creditor	Contact	Mailing Address and Telephone Number	Amount of Claim	Contingent, Unliquidated, Disputed or Partially Secured
14. MODERN SHOE COMPANY	FAX 617-333-7483	PO BOX 849166, BOSTON, MA, 02284-9166 617-333-7476	\$ 300,210	
15. FEDERAL REALTY LP	FAX 212-708-6531	40 W. 57 th ST, 23 RD FL NEW YORK, NY 10019 212-708-6549	\$ 291,474	
16. LEVY GROUP	FAX 212-398-0707	512 SEVENTH AVENUE NEW YORK, NY, 10018 212-398-0707	\$ 266,776	
17. POUR LA VICTOIRE-PLV STU	FAX 212-696-5318	C/O MADISON ADMINISTRATIVE SERVICES, INC. 232 MADISON AVE, STE 1307 NEW YORK NY 10016 212-696-4393	\$ 264,884	
18. PLANET GOLD	FAX 212-221-7256	1410 BROADWAY NEW YORK, NY, 10018 212-239-4657	\$ 254,772	
19. MICHAEL KORS LLC	FAX 646-354-4931	11 W. 42 ND ST NEW YORK, NY 10036 212-201-8100	\$ 235,752	
20. KERSH/IFL INC.	FAX 604-688-3657	8680 CAMBIE ST VANCOUVER, BC CANADA V6P 6M9	\$ 233,554	
21. CRM PROPERTIES	FAX 323-900-8101	C/O CARUSO AFFILIATED 101 THE GROVE DR LOS ANGELES, CA 90036 323-900-8100	\$ 212,313	
22. LISTEFF FASHIONS INC	FAX 212-403-0551	PO BOX 29242, NEW YORK, NY 10087-9242	\$ 211,332	
23. NATIONAL RETAIL CONSOLIDATORS	FAX 201-866-3137	2820 16 TH ST NORTH BERGEN, NJ 07047 201-330-1900	\$ 205,562	
24. ACCESSORY NETWORK GROUP	FAX 212-842-3232	350 FIFTH AVE NEW YORK, NY 10118 212-842-3088	\$ 199,586	
25. SEVEN LICENSING COMPANY	FAX 323-881-0369	3151 EAST WASHINGTON BLVD., LOS ANGELES, CA, 90023 323-265-8000	\$ 197,807	
26. ADRIANNA PAPELL	FAX 212-714-1871	512 SEVENTH AVE, NEW YORK, NY 10018 212-695-5244	\$ 196,413	
27. MAX MARA	FAX 212-302-1134	530 SEVENTH AVE 21ST FLOOR NEW YORK, NY, 10018 212-302-1221	\$ 196,229	
28. KEYSTONE FREIGHT CORP	FAX 201-288-1195	611 US HWY 46 W. HASBROUCK HEIGHTS, NJ 07064 201-330-1900	\$ 194,261	
29. CALVIN KLEIN UNDERWEAR	FAX 203-301-7976	PO BOX 9, MAULDIN, SC 29662 203-301-7263	\$ 191,577	
30. INTERNATIONAL ACCESSORIES	FAX 818-780-2676	PO BOX 30508, LOS ANGELES, CA 90030 818-780-7800	\$ 188,788	

EXHIBIT B

Largest Secured Claims

As required under Local Rule 1007-2(a)(5), the following lists the Debtors' largest secured claims.¹

Creditor	Contact Mailing Address and Telephone Number	Amount of Claim	Type of Collateral	Value of Collateral	Disputed/ Not Disputed
Crystal Financial LLC	Two International Place Boston MA 02110 Attn: Rebecaa Tarby Fax: 617-428-8701 Proskauer Rose LLP One International Place Boston, MA 02110 Attn: Peter J Antoszyk Fax: 617-526-9800	\$45,000,000	All of the present and after acquired tangible and intangible assets in the U.S.	Unknown	Not Disputed

¹ The amounts set forth on this Exhibit represent estimated amounts as of the Petition Date and shall not constitute an admission of liability by, nor is it binding on, the Debtors.

Creditor	Contact Mailing Address and Telephone Number	Amount of Claim	Type of Collateral	Value of Collateral	Disputed/ Not Disputed
<p>Indenture, dated as of October 12, 2004, by and among Concourse Capital Corp. and Wells Fargo Bank, N.A. as Indenture Trustee</p>	<p>Well Fargo Bank, N.A. Corporate Trust Services Sixth & Marquette; N 9303-120 Minneapolis MN 55479 Attn: Tim Mowdy Fax: 612-667-9825</p> <p>Seward & Kissel LLP Counsel to Wells Fargo Bank N.A. One Battery Park Plaza New York, NY 10004 Attn.: John Ashmead Fax: 212- 480-8421"</p>	\$110,000,000	All of the present and after acquired tangible and intangible assets in the U.S.		Not Disputed

EXHIBIT C
Balance Sheet Fall 2010
For the Nine Months Ending October 30, 2010

	Actual
	10/30/10
ASSETS	
Current Assets	
Store Cash	
Cash - Register Transfer	(\$0.00)
Cash - Bank of America	51,491.44
Total Store Cash	51,491.44
Other Cash	
Cash - Payroll Operating Co.	(276.36)
Cash - Bank of America - U.S. Customs	28,645.00
Cash on Hand	299,420.00
Cash - BOA - Concentration	399,649.54
Cash - Wire Transfers	
Cash - BOA - Merch	188,230.83
Cash - BOA - Expense	286,982.34
Cash - BOA - Payroll	45,764.56
Cash - Chase Corporate Account	
Cash - BOA Corporate Account	
Cash - BOA - Credit	1,712,106.29
Total Cash	3,012,013.64
Inventory	
Merchandise Inventory	48,696,082.92
L.C. Inventory - Intransit	
500 Reserve Inventory	4,274,067.11
Total Inventory	52,970,150.03
Accounts Receivable	
Other Receivables	672,072.89
Magazine Sales Receivable	317,965.06
Claims Receivable	69,689.75
Receivable from Telecheck	2,126.20
SVS Receivable	5,640.00
Charge Sales Receivable	2,997,251.21
Charge Back Receivable	214.90
Loans and Exchanges	5,242.08
Payroll Loans and Exchanges	6,416.45
Cobra Premiums Receivable	(155.52)
Total Accounts Receivable	4,076,463.02
Prepaid Expenses	
Prepaid Expense - Other	728,369.43
A/P - Variance	(259.67)
Prepaid Rent	3,056,773.85
Prepaid Protection - Alarm	70,690.73
Prepaid Real Estate Taxes	404,847.83
Prepaid CAM	119,820.77
Prepaid Gross Receipts Tax	18,344.99
Prepaid Personal Property Tax	82,623.38
Prepaid Insurance	624,044.22
Prepaid Professional Services	25,396.15
Prepaid Advertising	212,133.71
Prepaid - Direct Mail	30,579.78
Prepaid Payroll	
Travel Advance	0.03
Total Prepaid Expenses	5,373,365.20
Deferred Tax Asset - Current	
Valuation Allowance	91,368,039.00
	(91,368,039.00)

Total Current Assets	65,431,991.89
Property, Equipment, & Leasehold Improvements	
Construction in Progress	681,185.94
Leasehold Improvements	30,258,371.60
Furniture	248,396.59
Furniture & Fixtures - 3YR	1,514,858.92
Furniture & Fixtures - 5YR	3,563,445.01
Furniture & Fixtures - 7YR	20,064,901.93
Computer Equipment	7,905,945.19
Computer Software	3,525,774.41
Total Cost	67,762,879.59
Accumulated Depreciation	
Accumulated Depreciation - Leasehold Improvements	(12,417,072.03)
Accumulated Depreciation - Furniture & Fixtures	(2,963.79)
Accumulated Depr. - Furniture & Fixtures - 3YR	(774,347.46)
Accumulated Depr. - Furniture & Fixtures - 5YR	(2,223,728.51)
Accumulated Depr. - Furniture & Fixtures - 7YR	(11,165,758.36)
Accumulated Depreciation - Computer Equipment	(6,271,661.85)
Accumulated Depreciation - Computer Software	(3,024,655.51)
Total Accumulated Depreciation	(35,880,187.51)
Total Property, Equipment, & Leasehold Improvements, net	31,882,692.08
Deferred Debt Issuance Costs & Other Assets	
Deferred Debt Issuance Costs - Notes	4,552,419.52
Deferred Financing Costs - Credit Facility	3,640,087.11
Accumulated Amortization - DDIC - Notes	(3,957,447.88)
Accumulated Amortization - DFF - Credit Facility	(23,845.89)
Deposits	232,407.14
Deposits - Utility	253,489.66
Deposits - Other	9,098,050.31
Deposits - Professional Services	
Due from Istithmar	416,388.17
Total Other Assets	14,211,548.14
Goodwill	
Goodwill	41,628,000.00
Trade Name	34,900,000.00
Customer Lists	14,200,000.00
Accumulated Amortization - Customer Lists	(4,705,087.29)
Total Goodwill	86,022,912.71
Favorable Leases	
Favorable Leases	27,015,853.00
Accumulated Amortization - Favorable Leases	(20,112,839.40)
Total Favorable Leases	6,903,013.60
Suspense	
TOTAL ASSETS	204,452,158.42

LIABILITIES & EQUITY**Current Liabilities****Accounts Payable Trade**

Accounts Payable - Merchandise	\$27,729,347.54
A/P - Merchandise Hold Back	
Cash O/S - Wachovia - Merchandise	12,709.79
Cash - Bank of America - Merchandise	5,582,407.33

Total Accounts Payable Trade	33,324,464.66
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Accrued Expenses

Accounts Payable - Expense	3,605,954.62
Accrued Expenses Other	
Accrued Expenses Payable	2,097,622.02
Accrued Freight	231,570.09
Accrued Sales Returns	712,405.00
Accrued Advertising	116,917.12
Accrued Database Marketing	
Accrued Direct Mail	(0.00)
Short Term Capital Lease	36,061.10
Accrued Light Heat and Power	435,118.11
Accrued Real Estate Taxes	1,265,086.43
Accrued CAM	569,979.44
Accrued Hospitalization - Medical	5,665,710.73
Accrued Hospitalization - Dental	(5,067,617.90)
Accrued Garnishments	(255.52)
Accrued Travel	24,801.37
Accrued Vacation Payable	813,754.62
Accrued Bonus	95,000.00
Accrued Payroll	1,692,181.50
Accrued Bank Charges	91,234.75
Accrued Accounting	345,056.84
Accrued Legal	204,183.03
Accrued RGIS for Inventory	5,071.35
Accrued Commercial Rent Tax	41,310.48
Accrued Personal Property Tax	79,371.54
Accrued Gross Receipts Tax	35,411.38
Cash O/S - Wachovia Expense	30,146.42
Cash O/S - Bank of America Expense	1,813,813.61
Cash O/S - Operating Co. - ADP	138,090.71
Cash O/S - Wachovia - Payroll	22,924.28
Cash O/S - Operating Co. - Ceridian	10,972.09

Total Accruals	15,111,875.21
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Customer Merchandise Credits

Gift Card Payable	1,286,941.45
Gift Certificates Pay New	60,335.24
Gift Certificates Payable	(300.00)
Customer Credit Pay - Old	(1,646.46)
Customer Credit Pay - New	2,923,056.28

Total Customer Merchandise Credits	4,268,386.51
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Other Payables

Sales Tax Payable	1,713,780.77
Reserve for Store Closings	486,321.40
Deferred Revenue	4,083,086.30

Total Other Payables	6,283,188.47
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Payroll Withholdings

Federal - Withholding	2,664.29
New York - State Withholding	(287.92)
New Jersey - State Withholding	(124.97)
DC - Withholding	(1,123.71)
Colorado - State Withholding	(107.00)
Connecticut - State Withholding	0.57
Massachusetts - State Withholding	(12.76)
California - State Withholding	(138.95)
North Carolina - State Withholding	(391.93)
Horsham PA - Earned Income Tax	8,620.29
Denver - City Tax Withholding	198.12

New York City - Tax Withholding	(2,696.27)
FICA Tax Payable	(2,396.02)
401K Loan Payable	(261.68)
401K Withholding	(2,614.38)
401K Match Liability	(177.18)
Federal Unemployment Payable	(12,018.31)
State Unemployment Payable	(26,689.27)
State Disability Payable	24,689.29
Flexible Spending Liability	43,285.49
Transit and Parking Payable	52,155.72
Total Payroll Withholdings	82,573.42
Total Accrued Expenses	25,746,023.61
Accrued Interest	
Accrued Interest Expense	
Accrued Note Interest Expense	7,724,391.36
Total Accrued Interest	7,724,391.36
Income Taxes Payable	
Federal Income Tax Payable	(5,226,820.00)
State Income Tax Payable	(1,112,986.00)
Total Income Taxes Payable	(6,339,806.00)
Total Current Liabilities	60,455,073.63
Long Term Debt	
GE- Line of Credit	28,751,247.16
12% Sr. Secured Notes Due 10/1/2011	55,000,000.00
Floating Rate Notes Due 10/2/2011	20,000,000.00
13% Sr. Secured Notes Due 10/1/2011	35,000,000.00
Deferred Debt Issuance Costs - Discount	(1,530,900.00)
Accumulated Amortization - Def'd Debt - Discounts	1,314,475.15
Total Long Term Debt	138,534,822.31
Other Long Term Liabilities	
Long Term Capital Lease	
Deferred Rent (FAS13)	11,010,183.91
Deferred Comp. Expense Payable - P. Kaplin	103,944.95
Deferred Comp. Expense Payable - R. Friedman	152,519.21
Deferred Comp. Expense Payable - R. Glass	99,790.72
Deferred Tax Liability - Non-current	13,761,147.00
Shareholders Payable	5,358,448.00
Due from Istithmar	3,255,655.23
Total Other Long-Term Liabilities	33,741,689.02
TOTAL LIABILITIES	232,731,584.96
STOCKHOLDERS' EQUITY	
Common Stock	34,711.70
Additional Paid in Capital	229,866,477.08
Additional Paid in Capital - FAS 123R	3,150,957.22
Retained Earnings	(225,283,542.35)
Current Year Earnings/Loss	(36,048,030.19)
TOTAL STOCKHOLDERS' EQUITY	(28,279,426.54)
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	204,452,158.42

EXHIBIT D

Debtors' Property Not in the Debtors' Possession

Pursuant to Local Bankruptcy Rule 1007-2(a)(8), the following lists the Debtors' property in the possession or custody of any custodian, public officer, mortgagee, pledge, assignee of rents, or secured creditor, or agent for any such entity.

THIRD PARTY	PROPERTY DESCRIPTION
Various of the Debtors' landlords for leases properties.	Cash security deposits.
Various of the Debtors' utility companies.	Cash security deposits.
Various domestic commercial carriers, movers, shippers, delivery services and distributors used in the ordinary course of business. In light of the size and movement of this property through the Debtors' supply chain, providing a comprehensive list of the persons or entities in possession of the property, their addresses and telephone numbers and the location of any court proceeding affecting such property would be impractical.	Certain business property generally consisting of inventory.

EXHIBIT E

Debtors' Property

Pursuant to Local Bankruptcy Rule 1007-2(a)(9), the following lists the premises owned, leased, or held under other arrangement from which the Debtors operate their businesses:

LEASE ADDRESS	DESCRIPTION
5740-5746 Broadway, Riverdale, New York 10463	Riverdale Store
467 West Avenue, Norwalk, Connecticut 06850	Norwalk Store
1296 Broadway, Hewlett, New York 11557	Hewlett Store
7271 Arlington Road, Falls Church, Virginia 30346	Falls Church Store
1053 Pontiac Road, Drexel Hill, Pennsylvania 19026	Drexel Hill Store
233 Highway 18, East Brunswick, New Jersey 08816	East Brunswick Store
19373 Victory Boulevard, Reseda, California 91335	Reseda Store
5230 Randolph Road, Rockville, Maryland 20852	Rockville Store
2480 Briarcliff Road, Atlanta, Georgia 30329	Atlanta Store
333 So. La Cienega Boulevard, Los Angeles, California 90048	Beverly Hills Store
29 Tarrytown Road, White Plains, New York 10607	White Plains Store
7455 Southwest Freeway, Houston, Texas 77074	Houston Store
1651 Hollenbeck Avenue, Sunnyvale, California 94087	Sunnyvale Store
1550 Union Turnpike, New Hyde Park, New York 11040	New Hyde Park Store
3135 East Lincoln Drive, Phoenix, Arizona 85016	Phoenix Store
31085 Orchard Lake Road, Farmington Hills, Michigan 48334	Detroit Store
18701 Biscayne Boulevard, Aventura, Florida 33180	North Miami Store
3161 Crow Canyon Place, San Ramon, California 94583	San Ramon Store
7135 SW 117 Avenue, Miami, Florida 33183	Kendall Store

LEASE ADDRESS	DESCRIPTION
18595 Main Street, Huntington Beach, California 92648	Huntington Beach Store
2555 Fair Oaks Boulevard, Sacramento, California 95825	Sacramento Store
160 West Ridgely Road, Timonium, Maryland 21093	Timonium Store
7234 West Dempster Street, Morton Grove, Illinois 60053	Morton Grove Store
8903 North Glades Road, Boca Raton, Florida 33434	Boca Raton Store
27991 Greenfield Drive, Laguna Niguel, California 92677	Laguna Niguel Store
211 Sutter Street, San Francisco, California 94108	San Francisco Shoe Store
222 Sutter Street, San Francisco, California 94108	San Francisco Store
9347 Katy Freeway, Hedwig Village, Texas 77024	Memorial Houston Store
1646 Camino Del Rio North, San Diego California 92108	San Diego Store
101 Seventh Avenue, New York, New York 10011	Chelsea Store
2807 East 21st Street, Brooklyn, New York 11235	Brooklyn Store
180 West Route 4, Paramus, New Jersey 07652	Paramus Store
13682 Jamboree Road, Irvine, California 90803	Tustin Store
19800 Hawthorne Boulevard, Torrance, California 90503	Torrance Store
1349 Nixon Drive, Moorestown, New Jersey 08057	Moorestown Store
6274 East Pacific Coast Highway, Long Beach, California 90803	Long Beach Store
9555 East County Line Road, 6A Unit, Englewood, Colorado 80112	Centennial Store
1500 East 16th Street, Suite B, Oak Brook, Illinois 60523	Oak Brook Store
805 East Big Beaver Road, Troy, Michigan 48083	Troy Store
200 Route 10 West, East Hanover, New Jersey 07936	East Hanover Store
5333 Wisconsin Avenue, Washington, DC 20015	Chevy Chase Store
1290 Worcester Street, Natick, Massachusetts 01760	Natick Store
181 Skokie Boulevard, Northbrook, Illinois 60062	Northbrook Store
248 East Colorado Boulevard, Pasadena, California	Pasadena Store

LEASE ADDRESS	DESCRIPTION
91101	
128 Ranch Drive, Milpitas, California 95035	Milpitas Store
17615 Haggerty Road, Northville, Michigan 48167	Northville Store
120 Perimeter Center Place, Atlanta, Georgia 30346	Perimeter Store
11201 Legacy Avenue, Palm Beach Gardens, Florida 33410	Legacy Store
2891 El Camino Real, Tustin, California 92782	Tustin YC Nexxt Store
3201 North Miami Avenue, Miami Florida 33127	Mid-Town Miami Store
34 East Ridgewood Avenue, Paramus, New Jersey 07652	Paramus North Store
13033 Fair Lakes Shopping Center, Fairfax, Virginia 22033	Fairfax
851 North San Fernando Road, Burbank, California 91502	Burbank Store
8271 Gateway Overlook Drive, Elkridge, Maryland 21075	Columbia Store
627 SW 145th Terrace, Pembroke Pines, Florida 33027	Pembroke Pines Store
151 North State Street, Chicago, Illinois 60601	State Street Store
2101 Broadway, New York, New York 10023	Upper West Side Store
2665 West Hillcrest Drive, Thousand Oaks, California 91320	Thousand Oaks Store
97-77 Queens Boulevard, Lefrank Building, Rego Park, New York 11374	Rego Park Store
100 North LaCienega, Building C - Suite 240, Los Angeles, California 90048	Beverly Connection
299 Thomas E. Durn Memorial Highway, Rutherford, New Jersey 07070	Distribution Center
2500 Halsey Street, Bronx, New York 10461	Corporate Office
901 M South Coast Drive Costa Mesa, CA 92626	Costa Mesa

LEASE ADDRESS	DESCRIPTION
8525 Mills Drive, Miami, FL 33183	The Palms at Town & Country
1317 Broadway, Hewlett, NY 11557	Hewlett Shoe
1528 Chestnut Street, Philadelphia, PA 19102	Philadelphia
395 Route 202/206, Bridgewater, NJ 08807	Bridgewater
800 Morris Turnpike, Short Hills, NJ 07702	Short Hills
7777 Edinger Ave., Huntington Beach, CA 92647	Huntington Beach, YC
15752-15854 South LaGrange Road, Orland Park, IL	Orland Park

EXHIBIT F

**Location of Debtors' Substantial Assets and Books and Records, and Nature
and Location of Debtors' Assets Outside the United States**

DEBTOR'S ASSETS	LOCATION
Debtors' Substantial Assets	See <u>Exhibit E</u> – Owned and Leased Property
Debtors' Books and Records	2500 Halsey Street, Bronx, New York 10461.
Debtors' Assets Outside the United States	N/A. Debtors have no assets outside the United States.

EXHIBIT G

Summary of Actions or Proceedings Against the Debtors¹

PLAINTIFF	CASE NO.	COURT/GOVERNMENT AGENCY	ATTORNEY CONTACT	LITIGATION TYPE
Jeffrey Alford	520-2009-03723	US Equal Employment Opportunity Commission	Ossai Miazad Outten & Golden LLP 3 Park Avenue, 29 th Floor New York, NY 10016 212 -245-1000	Employment discrimination
Audrey Baroody	510-2010-04810	US Equal Employment Opportunity Commission	No attorney information	Employment discrimination
Tiana Daniels et al	CV10-3291-JST (PLAX)	US District Court Central District of California	Monica Balderrama Initiative Legal Group 1800 Century Park East Los Angeles, CA 90067 310 556-5637	Wage and hour and other claims
Galbraith & Paul, Inc.	10CV6333	US District Court Southern District of New York	George Gottlieb Gottlieb Rackman & Reisman PC 270 Madison Avenue New York, NY 10016 212 684-3900	Copyright infringement and related claims

¹ The Debtor has included all information reasonably available to them to date. To the extent additional information becomes available, the Debtors will provide such information in the Debtor's Statement of Financial Affairs and/or Schedules of Liabilities, as applicable.

PLAINTIFF	CASE NO.	COURT/GOVERNMENT AGENCY	ATTORNEY CONTACT	LITIGATION TYPE
Center for Environmental Health	RG 09-459448	Superior Court of the State of California County of Alameda	Eric Somers Lexington Law Group 1627 Irving Street San Francisco, CA 94122 415 759-4111	Proposition 65
Phyllis Pergola	P415-007369 309244/08	Supreme Court Bronx County, NY	Tonino Sacco, Esq. Sacco & Fillas, LLP 141-07 20 th Ave Suite 506 Whitestone, NY 11357 718-746-3440	General liability
Marissa Tait	P102-060824 ESX-L-004440-08	Supreme Court Essex County, NJ	John James, Esq. Friedman, James & Buchsbaum, LLP 200 Craig Road Manalapan, NJ 07726 732-431-1978	General liability
Nancy Schneider	P415-009074 301127/08	Supreme Court Bronx County, NY	Sarah J. Eagen, Esq. Clark, Gagliardi & Miller, P.C. 99 Court Street White Plains, NY 10601 914-946-8900	General liability

PLAINTIFF	CASE NO.	COURT/GOVERNMENT AGENCY	ATTORNEY CONTACT	LITIGATION TYPE
Elva Rodriguez	P103-060783 114393/00	Supreme Court County of NY	Melvin C. Hartman, Esq. The Jacob D. Fuschsber Law Firm, LLP 500 Fifth Ave 45 th Floor New York, NY 10010 212-869-3500	General liability
Paula Jellinek	9450062268 24113/08	Supreme Court Kings County, NY	Anthony G. Gross, P.C. 30 Vesey Street New York, NY 10007 212-227-8140	General liability
Susan & Howard Landress	9450067034 300806-10	Supreme Court Bronx County, NY	Jeffery J. Belovin, Esq. Belovin & Franzblau, LLP 231 White Plains Rd Bronx, NY 10467 718-655-2900	General liability
Justin Walker, Helen Walker & Arianna Webb	9530046229 03C108486	Circuit Court for Baltimore City, MD	Jason T. Wasserman, Esq. Silverman Thompson Slutkin & White 201 North Charles Street Suite 2600 Baltimore, MD 21201 410-385-2225	General liability

PLAINTIFF	CASE NO.	COURT/GOVERNMENT AGENCY	ATTORNEY CONTACT	LITIGATION TYPE
Helen Livingston	9840054613 10-22675CA05	Circuit Court of the 11 th Judicial Circuit for Miami Dade County, FL	Philip A. Gold, Esq. Gold Chavez & Gold, P.A. 2121 Ponce De Leon Blvd Suite 200 Fresh Meadows, NY 11366 718-380-1010	General liability

EXHIBIT H

Senior Management of the Debtors

NAME	TENURE	POSITION	EXPERIENCE/RESPONSIBILITIES
Jerald S. Politzer	April 2008	Chief Executive Officer	Mr. Politzer the Chief Executive Officer of Loehmann's Holdings Inc. a director since April 2008. From 2003 until 2008, Mr. Politzer served as President of Value City Department Stores and Executive Vice President of Filene's Basement, both divisions of Retail Ventures. He was previously Executive Vice President of Melville Corp., now CVS Corp., where he oversaw retail divisions, including Marshalls and Linens 'n Things.
Joseph Melvin	June 2010	Chief Operating Officer, Chief Financial Officer	Mr. Melvin was appointed Chief Operating Officer / Chief Financial Officer of Loehmann's in June 2010. Mr. Melvin is responsible for Finance, IT, Logistics, Stores, Loss Prevention, Legal and Real Estate. Mr. Melvin's experience spans more than thirty years in both department and specialty stores. Most recently, he served for twelve years as the President and COO of The Finlay Fine Jewelry Corporation. Previously, he spent more than twenty years at The May Department Stores Company, including serving as Chairman and COO for Filene's Department Stores.
Anthony D'Annibale	June 2010	Executive Vice President	Anthony D'Annibale became an Executive Vice President of Loehmann's in June 2010. Tony has been Senior Vice President of Merchandising for the Company since 1996. Tony joined Loehmann's in 1989 with ten years of retail experience. Prior to 1989, Tony held various buying positions at Steinbach Department Stores.

NAME	TENURE	POSITION	EXPERIENCE/RESPONSIBILITIES
Karen Lapidus	March 2005	Vice President, General Counsel	Previously, Karen was Vice President and General Counsel for Forbes.com and Unitel Video as well as a Corporate Attorney at the firm Mudge Rose Guthrie Alexander & Ferdon.
Richard Morretta	April 1998	Vice President & Controller	Richard Morretta had twenty years of experience including a position as Chief Financial Officer for Revillon, Inc. Richard is a C.P.

EXHIBIT I

Debtors' Estimated Cash Receipts and Disbursements for the Thirty (30) Day Period Following the Filing of the Chapter 11 Petition

Pursuant to Local Bankruptcy Rule 1007-2(b)(3), the following provides, for the 30 day period following the filing of the Debtors' Chapter 11 petition, the estimated cash receipts and disbursements, net cash gain or loss and obligations and receivables expected to accrue that remain unpaid, other than professional fees.

Cash Receipts	\$29,602,000
Cash Disbursements	\$23,802,000
Net Cash Gain/Loss	\$5,800,000
Unpaid Obligations¹	\$10,225,000
Unpaid Receivables	\$4,076,463

¹ The Debtors anticipate paying all liabilities when incurred except for rent and tax which are paid monthly.