

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

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

**DISCLOSURE STATEMENT FOR THE DEBTORS' JOINT
PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: August 11, 2017

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THIS DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, include: G-Estate Liquidation Stores, Inc., formerly known as Gordmans Stores, Inc. (1987); G-Estate Liquidation, Inc., formerly known as Gordmans, Inc. (1211); G-Estate Management Company, Inc., formerly known as Gordmans Management Company, Inc. (5281); G-Estate Distribution Company, Inc., formerly known as Gordmans Distribution Company, Inc. (5421); G-Estate Intermediate Holdings Corp., formerly known as Gordmans Intermediate Holdings Corp. (9938); and G-Estate Liquidation, LLC, formerly known as Gordmans LLC (1987). The location of the debtors' service address is: 13917 Gold Circle, Suite 200, Omaha, Nebraska 68144.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

THE ABOVE CAPTIONED DEBTORS AND DEBTORS IN POSSESSION (THE “DEBTORS”) ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT (THIS “DISCLOSURE STATEMENT”) TO HOLDERS OF CLAIMS AND INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE DEBTORS’ *JOINT PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE* (THE “PLAN”).² NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE IX HEREIN.

THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT’S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT’S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN ANTICIPATED EVENTS IN THE CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH ANTICIPATED EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS’ MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(b) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A AND SECTION 21E OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). SUCH STATEMENTS MAY CONTAIN WORDS SUCH AS “MAY,” “WILL,” “MIGHT,” “EXPECT,” “BELIEVE,” “ANTICIPATE,” “COULD,” “WOULD,” “ESTIMATE,” “CONTINUE,” “PURSUE,” OR THE NEGATIVE THEREOF OR COMPARABLE TERMINOLOGY, AND MAY INCLUDE, WITHOUT LIMITATION, INFORMATION REGARDING THE DEBTORS’ EXPECTATIONS WITH RESPECT TO FUTURE EVENTS. FORWARD LOOKING STATEMENTS ARE INHERENTLY UNCERTAIN AND ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THOSE EXPRESSED OR IMPLIED IN THIS DISCLOSURE STATEMENT AND THE FORWARD-LOOKING STATEMENTS CONTAINED HEREIN. MAKING INVESTMENT DECISIONS

² Capitalized terms used but not defined in this Disclosure Statement shall have the meaning ascribed to them elsewhere in this Disclosure Statement or the Plan, as applicable.

BASED ON THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND/OR THE PLAN IS, THEREFORE, SPECULATIVE.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THEIR BOOKS AND RECORDS OR THAT WAS OTHERWISE MADE AVAILABLE TO THEM AT THE TIME OF SUCH PREPARATION AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. ALTHOUGH THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS AND INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED PLAN AND RELATED AMENDED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

CONFIRMATION AND CONSUMMATION OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED OR, IF CONFIRMED, THAT SUCH MATERIAL CONDITIONS PRECEDENT WILL BE SATISFIED OR WAIVED. YOU ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT IN ITS ENTIRETY, INCLUDING BUT NOT LIMITED TO THE PLAN AND ARTICLE IX OF THIS DISCLOSURE STATEMENT ENTITLED "CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING," BEFORE SUBMITTING YOUR BALLOT TO VOTE TO ACCEPT OR REJECT THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AND INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND ANY TRANSACTIONS CONTEMPLATED THEREBY.

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EXHIBITS

EXHIBIT A Debtors' Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code

EXHIBIT B Purchase Agreement dated as of March 31, 2017

EXHIBIT C Agency Agreement dated as of March 31, 2017

ARTICLE I

INTRODUCTION

This disclosure statement (this “**Disclosure Statement**”) provides information regarding the *Debtors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”), which the Debtors are seeking to have confirmed by the Bankruptcy Court. The Plan seeks the resolution of outstanding Claims against, and Interests in, the Debtors. A copy of the Plan is attached hereto as **Exhibit A**. All capitalized terms used but not otherwise defined in this Disclosure Statement shall have the meaning ascribed to them in the Plan. The rules of interpretation set forth in Article I of the Plan shall govern the interpretation of this Disclosure Statement.

Each of the Debtors’ boards of managers or directors has approved the Plan and believes the Plan is in the best interests of the Debtors’ Estates. As such, the Debtors recommend that all Holders of Claims entitled to vote accept the Plan by returning their ballots (each, a “**Ballot**”) so as to be **actually received** by the Solicitation Agent (as defined herein) no later than **[●, 2017, at [●] p.m. (prevailing Central Time)**. Assuming the requisite acceptances to the Plan are obtained, the Debtors will seek the Bankruptcy Court’s approval of the Plan at the Confirmation Hearing.

A. *The Plan.*

As more fully described below, the Debtors filed voluntary petitions for relief pursuant to chapter 11 on the Petition Date. The purpose of a chapter 11 bankruptcy case is to resolve the affairs of a debtor and distribute the proceeds of the debtor’s estate pursuant to a confirmed chapter 11 plan. To that end, the Debtors filed the Plan, the terms of which are more fully described herein, contemporaneously herewith. The Plan contemplates a liquidation of each of the Debtors and their Estates and is therefore referred to as a “plan of liquidation.” The primary objective of the Plan is to maximize the value of recoveries to all Holders of Allowed Claims and Allowed Interests and to distribute all property of the Estates that is or becomes available for distribution generally in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that the Plan accomplishes this objective and is in the best interest of the Estates and therefore seek to confirm the Plan.

Generally speaking, the Plan appoints a Plan Administrator, who will be responsible for: (a) winding down the Debtors’ businesses and affairs as expeditiously as reasonably possible; (b) resolving Disputed Claims; (c) making all distributions to Holders of Allowed Claims in accordance with the Plan; (d) pursuing or otherwise litigating any Causes of Action (other than those released pursuant to the Plan or any prior settlement approved by the Bankruptcy Court), and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (e) filing appropriate tax returns; and (f) administering the Plan in an efficacious manner. The Debtors believe that Confirmation of the Plan will avoid the lengthy delay and significant cost of liquidation under chapter 7 of the Bankruptcy Code.

The Plan classifies Holders of Claims and Interests according to the type of the Holder’s Claim or Interest, as more fully described below. Holders of Claims in Class 4 (General Unsecured Claims) are entitled to vote to accept or reject the Plan.

B. *The Plan Structure.*

The Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to a board of managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers and officers of the Debtors shall be deemed to have resigned, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Debtors and shall succeed to the powers of the Debtor’s managers and officers. On the Effective Date, the Plan Administrator Assets shall vest automatically in the Plan Administrator free and clear of all Liens, claims, encumbrances, and other interests. The Plan proposes to fund the distribution to Holders of Allowed Claims against the Debtors with the Debtors’ Cash on hand, the Sale Proceeds, all Causes of Action not previously settled, released,

or exculpated under the Plan, the Debtors' rights under the Purchase Agreement and Agency Agreement, and the Plan Administrator Assets.

Except as otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such a Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against or Allowed Interest in the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class from the Plan Administrator, on behalf of the Debtors, as applicable; *provided* that the Plan Administrator will use reasonable commercial efforts to make distributions to Holders of General Unsecured Claims that are Allowed as of the Effective Date within sixty (60) days of the Effective Date. The Plan Administrator shall make distributions pursuant to the Plan according to the following terms:

- all distributions under the Plan shall be made by the Plan Administrator. The Plan Administrator shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Plan Administrator is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Plan Administrator; and
- subject to the terms of the Plan, the Plan Administrator shall be empowered to: (1) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (2) make all distributions contemplated under the Plan; (3) employ professionals to represent it with respect to its responsibilities; (4) object to, Allow, or otherwise resolve any General Unsecured Claim, Priority Claim, or Secured Claim, subject to the terms hereof; and (5) exercise such other powers as may be vested in the Plan Administrator by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Plan Administrator to be necessary and proper to implement the provisions of the Plan.

C. *The Adequacy of this Disclosure Statement.*

Before soliciting acceptances of a proposed plan, section 1125 of the Bankruptcy Code requires a plan proponent to prepare a written disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of a chapter 11 plan. The Debtors submit this Disclosure Statement in accordance with such requirements. This Disclosure Statement includes, without limitation, information about:

- the Debtors' corporate history and structure, business operations, and prepetition capital structure and indebtedness (Article IV hereof);
- the events leading to the Chapter 11 Cases (Article V hereof);
- the significant events in the Chapter 11 Cases (Article VI hereof);
- the classification and treatment of Claims and Interests under the Plan, including identification of the Holders of Claims entitled to vote, the procedures for voting on the Plan, and projected recoveries (Articles II, III, VII, and VIII hereof);
- the method of distribution of any recoveries that may be available to certain Holders of Claims pursuant to the Plan, the process for resolving Disputed Claims, and other significant aspects of the Plan (Article VII hereof);
- the releases contemplated by the Plan that are integral to the overall settlement of Claims pursuant to the Plan as well as the diligence and investigation conducted by the Committee in connection therewith (Article VII hereof);

- the statutory requirements for confirming the Plan (Article VIII hereof);
- certain risk factors that Holders of Claims should consider before voting to accept or reject the Plan and information regarding alternatives to Confirmation of the Plan (Article IX hereof); and
- certain United States federal income tax consequences of the Plan (Article X hereof).

In light of the foregoing, the Debtors believe that this Disclosure Statement contains “adequate information” to enable a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code.

The Plan and all documents to be executed, delivered, assumed, and/or performed in connection with the Consummation of the Plan, including the documents to be included in the Plan Supplement, are subject to revision and modification from time to time prior to the Effective Date (subject to the terms of the Plan).

ARTICLE II

TREATMENT OF CLAIMS AND INTERESTS

As set forth in Articles II and III of the Plan, and in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code, all Claims and Interests (other than Administrative Claims, Accrued Professional Compensation Claims, and Priority Tax Claims, which are unclassified Claims under the Plan) are classified into Classes for all purposes, including voting, Confirmation, and distributions pursuant to the Plan. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

Estimated Allowed Claims identified in this Article II are based on the Debtors’ books and records after reasonable inquiry. Actual amounts of Allowed Claims could differ materially from the estimates set forth herein, and actual recoveries could differ materially from such estimates.

The table below summarizes the treatment of all unclassified Claims under the Plan. The treatment and projected recoveries of unclassified Claims are described in summary form below for illustrative purposes only. To the extent that any inconsistency exists between the summary contained in this Disclosure Statement and the Plan, the terms of the Plan shall govern.

Unclassified Claim	Plan Treatment	Projected Amount of Allowed Claims	Projected Plan Recovery
Administrative Claims	Unimpaired	\$6,361,000	100%
Accrued Professional Compensation Claims	Unimpaired	\$3,041,000	100%
Priority Tax Claims	Unimpaired	\$1,155,000	100%
U.S. Trustee Statutory Fees	Unimpaired	\$20,000	100%

All Claims and Interests, other than Administrative Claims, Priority Tax Claims, and Accrued Professional Compensation Claims, are classified in the Classes set forth below for all purposes, including voting, Confirmation, and distributions under the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest shall be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose

of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. The Debtors reserve the right to withdraw the Plan with respect to one or more Debtors while seeking Confirmation or approval of the Plan with respect to all other Debtors. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Claims shall be treated as set forth in the Plan.

The table below summarizes the classification and treatment of all classified Claims and Interests under the Plan.³ The classification, treatment, and the projected recoveries of classified Claims and Interests are described in summary form below for illustrative purposes only and are subject to material change. In particular, recoveries available to Holders of General Unsecured Claims are estimates based on information known to the Debtors as of the date hereof, and actual recoveries could differ materially based on, among other things, whether the amount of Claims actually Allowed exceed the estimates provided below. In such an instance, the recoveries available to the Holders of General Unsecured Claims could be materially lower when compared to the estimates provided below.

Class	Claims and Interests	Projected Amount of Allowed Claims	Projected Plan Recovery	Status	Voting Rights
1	Other Priority Claims	\$345,000	100%	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
2	Other Secured Claims	\$1,173,000	100%	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
3	Secured Credit Facility Claims	\$370,000	100%	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
4	General Unsecured Claims	\$88,246,000	4.9%–10.6%	Impaired	Entitled to Vote
5	Section 510(b) Claims	\$0	0%	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Claims	\$0	0%	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Interests in Parent	\$0	0%	Impaired	Not Entitled to Vote (Deemed to Reject)

Except to the extent that the Debtors or the Plan Administrator, as applicable, and a Holder of an Allowed Claim or Interest, as applicable, agrees to a less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, each Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date (or, if payment is not then due, in accordance with its terms in the ordinary course) or as soon as reasonably practicable thereafter, the timing of which shall be subject to the reasonable discretion of the Debtors or the Plan Administrator, as applicable.

³ As described below and in the Plan, the Debtors seek authority to substantively consolidate the Estates for all purposes associated with Confirmation and Consummation of the Plan.

A. Class 1—Other Priority Claims.

1. Classification: Class 1 consists of Other Priority Claims against any Debtor.
2. Treatment: Except to the extent that a Holder of an Other Priority Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Other Priority Claim, each Holder of such Other Priority Claim shall be paid in full in Cash on the later of (i) the Effective Date (or as soon as reasonably practicable thereafter) and (ii) fifteen (15) Business Days following the date on which such Claim becomes an Other Priority Claim.
3. Voting: Class 1 is Unimpaired, and Holders of Allowed Class 1 Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Claims are not entitled to vote to accept or reject the Plan.

B. Class 2—Other Secured Claims.

1. Classification: Class 2 consists of all Other Secured Claims against any Debtor.
2. Treatment: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed Other Secured Claim, each Holder of such Allowed Other Secured Claim shall, at the option of the Debtors (in consultation with the Committee) before the Effective Date, or the Plan Administrator after the Effective Date, either (i) receive payment in full in Cash of such Holder's Allowed Other Secured Claim, (ii) receive the collateral securing any such Allowed Other Secured Claim, or (iii) receive other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, in each case on the later of the Effective Date and the date such Claim becomes an Allowed Other Secured Claim, or as soon as reasonably practicable thereafter.
3. Voting: Class 2 is Unimpaired, and Holders of Class 2 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Claims are not entitled to vote to accept or reject the Plan.

C. Class 3—Secured Credit Facility Claims.

1. Classification: Class 3 consists of all Secured Credit Facility Claims.
2. Treatment: Except to the extent that a Holder of an Allowed Secured Credit Facility Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed Secured Credit Facility Claim, each Holder of such Allowed Secured Credit Facility Claim shall receive payment in full in Cash of such Holder's Allowed Secured Credit Facility Claim.
3. Voting: Class 3 is Unimpaired, and Holders of Class 3 Secured Credit Facility Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Claims are not entitled to vote to accept or reject the Plan.

D. Class 4—General Unsecured Claims.

1. Classification: Class 4 consists of all General Unsecured Claims against any Debtor.
2. Treatment: Except to the extent that a Holder of an Allowed Class 4 General Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Class 4 General Unsecured Claim, each such Holder thereof shall receive its Pro Rata share of Cash from the Plan Administrator Assets available to satisfy the General Unsecured Claims in accordance with the priorities set forth in the Plan, if the Allowed Class 4 Claim is held by a Holder that votes to accept the Plan.

3. Voting: Class 4 is Impaired, and Holders of Class 4 General Unsecured Claims against the Debtors are entitled to vote to accept or reject the Plan.

E. Class 5—Section 510(b) Claims.

1. Classification: Class 5 consists of all Section 510(b) Claims.

2. Treatment: Class 5 Section 510(b) Claims shall be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Class 5 Claim will not receive any distribution on account of such Class 5 Claim. The Debtors are not aware of any valid Section 501(b) Claims and believe that no such Section 510(b) Claims exist.

3. Voting: Class 5 is Impaired, and Holders of Class 5 Section 510(b) Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 5 Claims are not entitled to vote to accept or reject the Plan.

F. Class 6—Intercompany Claims.

1. Classification: Class 6 consists of all Intercompany Claims.

2. Treatment: Class 6 Claims will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Class 6 Claim will not receive any distribution on account of such Class 6 Claim.

3. Voting: Class 6 is Impaired. Each Holder of a Class 6 Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.

G. Class 7—Interests in Parent.

1. Classification: Class 7 consists of all Interests in the Parent.

2. Treatment: Class 7 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of Class 7 Interests will not receive any distribution on account of such Class 7 Interests.

3. Voting: Class 7 is Impaired. Each Holder of Class 6 Interests is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.

ARTICLE III

VOTING AND CONFIRMATION

A. Class Entitled to Vote on the Plan.

Class 4 (General Unsecured Claims) is the only Class entitled to vote to accept or reject the Plan (the “Voting Class”).

If your Claim or Interest is not included in the Voting Class, you are not entitled to vote and you will not receive a Solicitation Package (as defined herein) or a Ballot. If your Claim or Interest is included in the Voting Class, you should read your Ballot and carefully follow the instructions set forth therein. Please use only the Ballot that accompanies this Disclosure Statement or the Ballot that the Debtors, or the Solicitation Agent on behalf of the Debtors, otherwise provide to you.

B. Votes Required for Acceptance by a Class.

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims or interests is determined by calculating the amount and, if a class of claims, the number, of claims and interests voting to accept, as a percentage of the allowed claims or interests, as applicable, that have voted. Each Class of Claims entitled to vote on the Plan will have accepted the Plan if: (a) the Holders of at least two-thirds in dollar amount of the Claims actually voting in each Class vote to accept the Plan; and (b) the Holders of more than one-half in number of the Claims actually voting in each Class vote to accept the Plan.

C. Certain Factors to Be Considered Prior to Voting.

There are a variety of factors that all holders of Claims entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan, including that:

- the financial information contained in this Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and this Disclosure Statement;
- although the Debtors believe that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan;
- the Debtors may request Confirmation without the acceptance of all Impaired Classes entitled to vote in accordance with section 1129(b) of the Bankruptcy Code; and
- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Claims or Professional Compensation Claims.

While these factors could affect distributions available to Holders of Allowed Claims under the Plan, the occurrence or impact of such factors will not necessarily affect the validity of the vote of Holders within the Voting Class or necessarily require a re-solicitation of the votes of Holders of Claims in such Voting Class.

For a further discussion of risk factors, please refer to Article IX hereof, entitled “Certain Risk Factors to be Considered Before Voting.”

D. Classes Not Entitled to Vote on the Plan.

Under the Bankruptcy Code, holders of claims and interests are not entitled to vote if their contractual rights are unimpaired by the proposed plan, in which case they are conclusively presumed to accept the proposed plan, or if they will receive no property under the plan, in which case they are deemed to reject the proposed plan. Accordingly, the following Classes of Claims and Interests are not entitled to vote to accept or reject the Plan:

Class	Claim or Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
3	Secured Credit Facility Claims	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)

5	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Interests in Parent	Impaired	Not Entitled to Vote (Deemed to Reject)

E. Solicitation Procedures.

1. **Solicitation Agent.**

The Debtors retained Epiq Bankruptcy Solutions, LLC (“Epiq”) to act, among other things, as the solicitation agent (the “Solicitation Agent”) in connection with the solicitation of votes to accept or reject the Plan.

2. **Solicitation Package.**

Holders of Claims who are entitled to vote to accept or reject the Plan as of [●], 2017 (the “Voting Record Date”), will receive appropriate solicitation materials (the “Solicitation Package”), which will include, in part, the following:

- the appropriate Ballot(s) and applicable voting instructions, together with a pre-addressed, postage pre-paid return envelope; and
- this Disclosure Statement, including the Plan as an exhibit thereto.

3. **Distribution of the Solicitation Package and Plan Supplement.**

The Debtors will cause Epiq to distribute the Solicitation Packages to Holders of Claims in the Voting Class on or before [●], 2017, which will be at least [28 days] before the Voting Deadline (i.e., 5:00 p.m. prevailing Central Time on [●], 2017).

The Solicitation Package (except for the Ballots) may also be obtained: (a) from Epiq by (i) visiting dm.epiq11.com/Gordmans, (ii) writing to writing to Epiq, (A) if by first class mail, G-Estate Liquidation Stores, Inc., (f/k/a Gordmans Stores, Inc.), Disclosure Statement / Plan Requests, c/o Epiq Bankruptcy Solutions, LLC, P.O. Box 4422, Beaverton, OR 97076-4422, or (B) if by hand delivery or overnight courier, -Estate Liquidation Stores, Inc., (f/k/a Gordmans Stores, Inc.), Disclosure Statement / Plan Requests, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Boulevard, Beaverton, OR 97005, and/or (iii) emailing tabulation@epiqsystems.com; or (b) for a fee via PACER at <http://www.neb.uscourts.gov>.

At least seven (7) days prior to the Confirmation Hearing, the Debtors intend to file the Plan Supplement. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available at dm.epiq11.com/Gordmans. The Debtors will not serve paper or CD-ROM copies of the Plan Supplement; however, parties may obtain a copy of the Plan Supplement: (a) from Epiq by (i) calling the Debtors’ restructuring hotline at (646) 282-2400, (ii) visiting the Debtors’ restructuring website at: dm.epiq11.com/Gordmans, (iii) writing to Epiq, (A) if by first class mail, -Estate Liquidation Stores, Inc., (f/k/a Gordmans Stores, Inc.), Disclosure Statement / Plan Requests, c/o Epiq Bankruptcy Solutions, LLC, P.O. Box 4422, Beaverton, OR 97076-4422, or (B) if by hand delivery or overnight courier, -Estate Liquidation Stores, Inc., (f/k/a Gordmans Stores, Inc.), Disclosure Statement / Plan Requests, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Boulevard, Beaverton, OR 97005, and/or (iv) emailing tabulation@epiqsystems.com; or (b) for a fee via PACER at <http://www.neb.uscourts.gov>.

As described above, certain Holders of Claims may not be entitled to vote because they are Unimpaired or are otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code. In addition, certain Holders

of Claims and Interests may be Impaired but are receiving no distribution under the Plan, and are therefore deemed to reject the Plan and are not entitled to vote. Such Holders will receive only the Confirmation Hearing Notice and a non-voting status notice. The Debtors are only distributing a Solicitation Package, including this Disclosure Statement and a Ballot to be used for voting to accept or reject the Plan, to the Holders of Claims or Interests entitled to vote to accept or reject the Plan as of the Voting Record Date.

F. Voting Procedures.

If, as of the Voting Record Date, you are a Holder of a Claim in Class 2—the Voting Class—you may vote to accept or reject the Plan in accordance with the Solicitation Procedures by completing the Ballot and returning it in the envelope provided. If your Claim or Interest is not included in the Voting Class, then you are not entitled to vote and you will not receive a Solicitation Package. Except as otherwise set forth herein, the Voting Record Date and all of the Debtors' solicitation and voting procedures shall apply to all of the Debtors' creditors and other parties in interest.

1. Voting Deadline.

The deadline to vote on the Plan of [●], 2017, at 5:00 p.m., prevailing Central Time (the “Voting Deadline”). To be counted as a vote to accept or reject the Plan, a Ballot must be properly executed, completed, and delivered, whether by first class mail, overnight delivery, or personal delivery, so that the Ballot is actually received by Epiq no later than the Voting Deadline.

2. Voting Instructions.

As described above, the Debtors have retained Epiq to serve as the Solicitation Agent for purposes of the Plan. Epiq is available to answer questions, provide additional copies of all materials, oversee the voting process, and process and tabulate Ballots for each Class entitled to vote to accept or reject the Plan.

BALLOTS
To be counted, all Ballots must be <u>actually received</u> by Epiq by the Voting Deadline, which is [●], 2017, at 5:00 p.m., prevailing Central Time, at the following address:
If by first class mail:
G-Estate Liquidation Stores, Inc. (f/k/a Gordmans Stores, Inc.) Ballot Processing c/o Epiq Bankruptcy Solutions, LLC P.O. Box 4422 Beaverton, OR 97076-4422
- or -
If by hand delivery or overnight courier:
G-Estate Liquidation Stores, Inc. (f/k/a Gordmans Stores, Inc.) Ballot Processing c/o Epiq Bankruptcy Solutions, LLC 10300 SW Allen Boulevard Beaverton, OR 97005
If you have any questions on the procedure for voting on the Plan, please call the Debtors' restructuring hotline maintained by Epiq at: (646) 282-2400.

More detailed instructions regarding the procedures for voting on the Plan are contained in the Ballots distributed to Holders of Claims that are entitled to vote to accept or reject the Plan. All votes to accept or reject the

Plan must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions by: (a) first class mail, in the return envelope provided with each Ballot; (b) overnight courier; or (c) hand-delivery, so that the Ballots are **actually received** by Epiq no later than the Voting Deadline at the return address set forth in the applicable Ballot. Any Ballot that is properly executed by the Holder of a Claim entitled to vote that does not clearly indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

Each Holder of a Claim entitled to vote to accept or reject the Plan may cast only one Ballot for each Claim in a Voting Class held by such Holder. By signing and returning a Ballot, each Holder of a Claim entitled to vote will certify to the Bankruptcy Court and the Debtors that no other Ballots with respect to such Claim have been cast or, if any other Ballots have been cast with respect to such Claim, such earlier Ballots are superseded and revoked.

All Ballots will be accompanied by postage prepaid return envelopes. It is important to follow the specific instructions provided on each Ballot, as failing to do so may result in your Ballot not being counted.

As described more fully on the applicable Ballots, Holders who are entitled to vote on the Plan may opt out of the third party release provided in Article VIII.D of the Plan by (a) checking the box on the Ballot **and** (b) voting to reject the Plan or abstaining from voting on the Plan. If a Holder votes to accept the Plan, such Holder will be deemed to consent to the third party release contained in the Plan, even if such Holder elects to opt out of the third party release. The election to withhold consent to grant such release is at such Holder's option. Likewise, any such Holder that votes to accept or reject the Plan and submits a Ballot without checking the box to opt out of the third party release will be deemed to consent to the third party release. Accordingly, the Debtors urge Holders permitted to vote on the Plan to thoroughly and carefully read their Ballots, including their right to opt out of the third party release.

3. Disputed Claims Procedures.

The Debtors may temporarily allow Claims against which an objection is pending as of the Voting Record Date in an amount that the Bankruptcy Court deems appropriate for purposes of permitting the Holder of such Claim to vote to accept or reject the Plan. Pursuant to the Solicitation Procedures, if a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Bankruptcy Court on or prior to [ten (10)] days before the Voting Deadline: (a) the Debtors shall cause the applicable Holder to be served with a disputed claim notice; and (b) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event (as defined below) occurs. The Holder of a Claim in a Voting Class that is the subject of a pending objection on a "reduce and allow" basis shall be entitled to vote such Claim in the reduced amount contained in such objection.

If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Bankruptcy Court fewer than [ten (10)] days before the Voting Deadline, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Bankruptcy Court, unless the Bankruptcy Court orders otherwise.

A "Resolution Event" means the occurrence of one or more of the following events no later than [three (3)] days prior to the Voting Deadline: (a) an order of the Bankruptcy Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing; (b) an order of the Bankruptcy Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (c) a stipulation or other agreement is executed between the Holder of such Claim and the Debtors resolving the objection and allowing such Claim in an agreed upon amount; (d) a stipulation or other agreement is executed between the Holder of such Claim and the Debtors temporarily allowing the Holder to vote its Claim in an agreed upon amount; or (e) the pending objection is voluntarily withdrawn by the objecting party. No later than two Business Days following the occurrence of a Resolution Event, the Debtors shall cause Epiq to distribute via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the relevant Holder.

G. Plan Objection Deadline.

Parties must object to Confirmation of the Plan by **[●], 2017**, at 4:00 p.m., prevailing Central Time (the “Plan Objection Deadline”). All objections to the Plan must be filed with the Bankruptcy Court and served on the Debtors, counsel to the Committee, and certain other parties in interest so that they are actually received on or before the Plan Objection Deadline.

H. Confirmation Hearing.

Assuming the requisite acceptances are obtained for the Plan, the Debtors intend to seek Confirmation of the Plan at the Confirmation Hearing. The Confirmation Hearing is scheduled to commence on **[●], 2017**, at **[●]** p.m., prevailing Central Time, before the Honorable Judge Thomas L. Saladino, in Courtroom No. 8 of the United States Bankruptcy Court for the District of Nebraska, 111 S. 18th Plaza, 2nd Floor, Omaha, Nebraska 68102. The Confirmation Hearing may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served on the entities who have filed objections to the Plan, without further notice to other parties in interest. The Bankruptcy Court, in its discretion and before the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing. The Plan may be modified, if necessary, before, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

ARTICLE IV

BUSINESS DESCRIPTION

A. Corporate History.

1. Introduction.

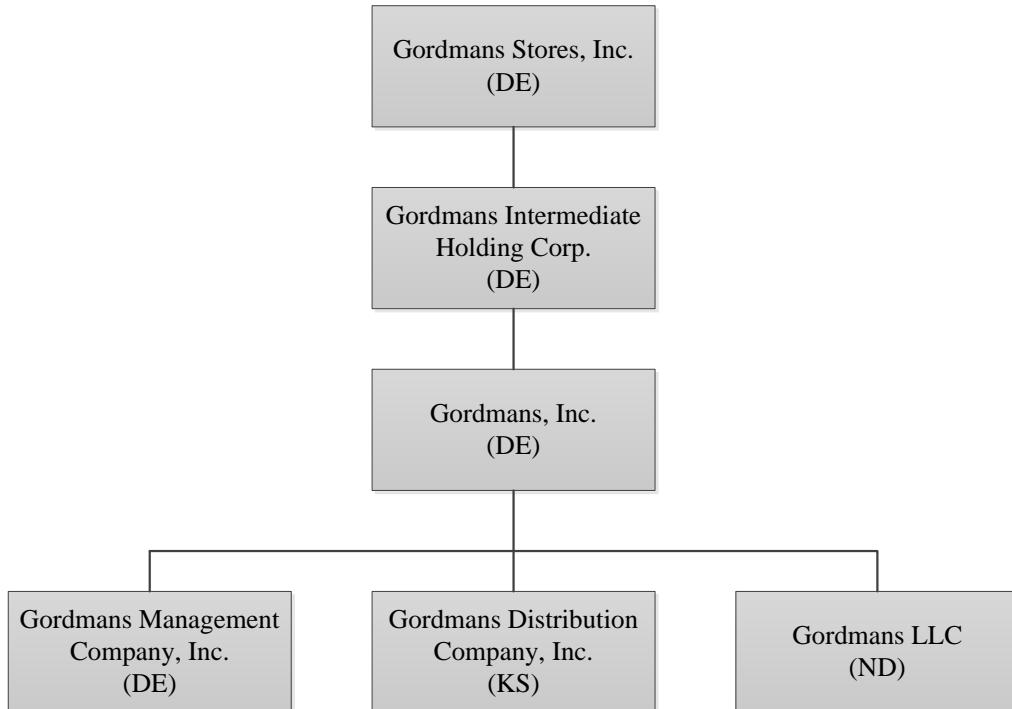
G-Estate Liquidation Stores, Inc.’s, formerly known as Gordmans Stores, Inc. (“Gordmans”), roots trace back to a small retail store at the corner of North 16th Street and Chicago Street in Omaha, Nebraska, started by a Russian immigrant named Sam Richman in 1915, which expanded into several department store locations over the next several decades. In 1975, the Debtors’ predecessors opened a second group of retail stores, the concept of which was to sell merchandise from the department stores at a discount, which eventually grew into the Debtors’ stores today. In 1992, the Debtors’ predecessors in interest filed for chapter 11 protection in the District of Nebraska.⁴ After their 1992 chapter 11 cases, the Debtors’ predecessors closed all of their department store locations, and evolved into a moderately-priced promotional department store concept that provides their customers with apparel, home goods, and other merchandise. At the height of the Debtors’ operations, the Debtors operated over 100 stores in 22 states in a variety of shopping center formats, including shopping malls and lifestyle centers, in addition to operating an e-commerce site.

Gordmans is a public company with common stock that is traded on the NASDAQ stock market, listed under the ticker symbol GMAN.⁵ Gordmans completed an initial public offering in 2010. Funds managed by Sun Capital Partners, Inc. (“Sun Capital”) collectively hold approximately 49.6 percent of Gordmans’ equity. During the fiscal year 2016, the Debtors generated revenues totaling approximately \$610.5 million on a consolidated basis, consisting of approximately: (a) 55.9 percent of revenues arising from the sale of apparel; (b) 28.6 percent of revenues arising from the sale of home goods; and (c) 15.5 percent of revenues arising from the sale of other merchandise, including fragrances and accessories. As of the date hereof, the Debtors’ aggregate funded debt balance consists of approximately \$65.9 million in secured indebtedness, as described in detail below.

⁴ Case Nos. 92-81073, 92-81074, 92-81075.

⁵ As noted in its Form 8-K filed on November 1, 2016, Gordmans received a deficiency letter from the Listing Qualifications Department of NASDAQ Stock Market LLC notifying Gordmans that the closing bid price for its common stock had closed below the minimum \$1.00 per share requirement for continued listing on the NASDAQ Stock Market.

The chart below depicts the Debtors' prepetition corporate structure, with each wholly-owned subsidiary illustrated in the chart having filed a voluntary petition and therefore being a Debtor in these chapter 11 cases.



2. Vendors and Inventory.

The Debtors historically maintained an integrated supply chain. The Debtors historically were able to provide their customers with up to 60 percent lower prices than traditional department stores in part by leveraging their purchasing arrangements with suppliers. In exchange for favorable pricing, the Debtors did not ask vendors for markdown allowances, return privileges, or other chargeback fees.

Up until these Chapter 11 Cases, the Debtors had two distribution centers: a 380,000 square foot facility in Omaha, Nebraska, and a 545,000 square foot facility near Indianapolis, Indiana. Through third-party national and international freight and logistics companies, the Debtors coordinated inventory pick-up from their vendors for delivery to their distribution centers, where the inventory was received, inspected, processed, and distributed to the Debtors' retail stores.

The Debtors outsourced their footwear business since 1997, which represented approximately 5 percent of the Debtors' total net sales, including sales of licensed product. In 2004, the Debtors entered into a licensing agreement with DSW, Inc., a specialty footwear retailer. Pursuant to this agreement, DSW, Inc. operated a footwear business in the Debtors' stores, in exchange for the Debtors receiving a percentage of the net footwear sales. During the fiscal year 2016, the Debtors received approximately \$7.8 million in licensing revenue. Although the Debtors' footwear departments were staffed by their employees, the footwear operations are supported by operations personnel provided by DSW, Inc., which personnel work with the Debtors' employees and provide recommendations regarding merchandise presentation and other operations-related issues. DSW, Inc. owned all footwear inventory sold in the Debtors' stores, which it shipped directly to the Debtors, and had complete authority over all aspects of the merchandise procurement process. From 2006 to 2016, the Debtors were parties to a similar licensing agreement for their maternity department.

3. Leases.

The Debtors historically leased all of their store locations, corporate headquarters, and distribution centers, and did not own any real property. The Debtors' store locations were typically around 50,000 square feet in size, and the Debtors leased approximately 70,000 square feet of office space in Omaha, Nebraska as their corporate headquarters, in addition to the two distribution centers mentioned above. Many of the Debtors' store leases had a fixed rental payment due in advance and some leases contain tenant improvement allowances, rent holidays, rent escalation clauses, and/or contingent rent provisions, co-tenancy violation provisions, or minimum sales threshold provisions.

The great majority of the Debtors' store leases included substantial leasehold improvement allowances, which covered construction and fixture costs for new store locations, and update and refurbishment costs for second generation leases. In some instances, the Debtors were initially responsible for the construction costs for new stores, or refurbishment costs of second generation locations, and then were reimbursed for those expenses by the applicable landlord. When this situation occurred, the Debtors reported the construction and refurbishment costs as capital expenditures, and reported the subsequent landlord reimbursement as proceeds of a sale-leaseback transaction. The Debtors estimated that, absent concessions from landlords, their aggregate, minimum occupancy costs would have been approximately \$68.9 million in fiscal year 2017.

B. Prepetition Capital Structure.

As of the Petition Date, the Debtors' consolidated long-term debt obligations totaled approximately \$56.9 million, consisting of a revolving credit facility and term loan facility. Additionally, the Debtors had approximately \$9.0 million in outstanding letters of credit. The primary components of the Debtors' consolidated funded debt obligations outstanding as of the Petition Date are described below.⁶

On February 20, 2009, each of the Debtors entered into a loan, guaranty, and security agreement (together with all amendments, restatements, supplements, schedules, and exhibits, collectively, the "Loan Agreement") with Wells Fargo Bank, National Association ("Wells Fargo") as agent and lender, and certain other lender parties thereto from time to time. Under the Loan Agreement, G-Estate Liquidation, Inc., formerly known as Gordmans, Inc., was the sole borrower, and the other Debtors (Gordmans, G-Estate Liquidation Management Company, Inc., formerly known as Gordmans Management Company, Inc., G-Estate Liquidation Distribution Company, Inc., formerly known as Gordmans Distribution Company, Inc., G-Estate Liquidation Intermediate Holdings Corp., formerly known as Gordmans Intermediate Holdings Corp., and G-Estate Liquidation, LLC, formerly known as Gordmans LLC) are each guarantors. The Loan Agreement was comprised of two facilities, secured by substantially all of the Debtors' assets: a \$100 million revolving credit facility (the "Revolving Credit Facility") and a \$30 million term loan facility (the "Term Loan Facility").

1. Revolving Credit Facility.

Historically, the Debtors' primary sources of funds for their business activities were operating cash and borrowings under the Revolving Credit Facility. On September 2, 2016, the Debtors and Wells Fargo amended the Loan Agreement to increase the borrowing availability under the Revolving Credit Facility from \$80 million to \$100 million. In connection with this amendment, Wells Fargo executed a revolving note for \$68.75 million and PNC Bank, N.A. ("PNC") executed a revolving note for \$31.25 million. Obligations arising under the Revolving Credit Facility are secured by first-priority liens on the Debtors' inventory, accounts receivable, and other personal property, and a second priority lien on the Debtors' remaining assets, including real estate fixtures, equipment, intellectual property, books and records, permits, licenses, insurance. The Revolving Credit Facility was scheduled to mature on June 28, 2020. As of the Petition Date, approximately \$29.0 million remained outstanding under the Revolving Credit Facility. The Debtors paid off the Revolving Credit Facility in full on April 7, 2017.

⁶ This summary is qualified in its entirety by reference to the operative documents, agreements, schedules, and exhibits.

2. Term Loan Facility.

On June 29, 2015, the Loan Agreement was amended to provide the \$30 million Term Loan Facility, with Wells Fargo loaning \$15 million, Pathlight Capital LLC loaning \$7.5 million, and Gordon Brothers Finance Company, LLC loaning \$7.5 million. This facility replaced the Debtors' previous \$45 million term loan facility entered into with Cerberus Business Finance, LLC on August 26, 2013. Obligations arising under the Term Loan Facility are secured by first-priority liens on the Debtors' real estate fixtures, equipment, intellectual property, books and records, permits, licenses, insurance, and a second priority lien on the Debtors' remaining assets, including the Debtors' inventory, accounts receivable, and other personal property.⁷ The Term Loan Facility was scheduled to mature on June 28, 2020, with principal payments of \$420,000 due quarterly and interest (LIBOR + 6.25 percent, with a LIBOR floor of 1.00 percent) due monthly. As of the Petition Date, approximately \$27.9 million was outstanding under the Term Loan Facility. The Debtors paid off the Term Loan Facility in full on April 7, 2017.

3. Letters of Credit.

Pursuant to the Loan Agreement, the Debtors had the ability to request letters of credit and stand-by letters of credit (collectively, “LCs”) from Wells Fargo and PNC, as lenders under the Revolving Credit Facility. Issued LCs were reserved against the borrowing base under the Revolving Credit Facility, thereby reducing the funds available to the Debtors thereunder. The Debtors’ obligation to repay Wells Fargo and PNC, as applicable, for drawn LCs, is secured by the Debtors’ interest in all cash, deposit accounts, and all proceeds of the foregoing. In exchange for receiving the LCs, the Debtors: (a) paid a fee equal to 1.25 percent to 2.00 percent of the daily balance of undrawn outstanding LCs; (b) paid a fronting fee upon the issuance of each LC equal to 0.125 percent per annum of the face amount of such LCs; (c) paid all customary commissions, fees, and charges then in effect imposed by PNC or Wells Fargo, as applicable; and (d) reimbursed the expenses incurred by PNC or Wells Fargo in connection with such LCs.

The Debtors typically utilized LCs to guarantee payment to merchandise vendors and to guarantee the Debtors’ payment to contract counterparties. As of the Petition Date, the Debtors had approximately 15 outstanding LCs, totaling approximately \$9.0 million, primarily issued for the benefit of insurance companies, a utility provider, a landlord, and a factoring company.

4. Common and Preferred Stock.

As noted, on September 17, 2008, shareholders sold 100 percent of the outstanding stock of Gordmans to Sun Capital. On August 10, 2010, Gordmans completed an initial public offering and began trading its common stock on the NASDAQ stock market, listed under the ticker symbol GMAN. As of the Petition Date, Sun Capital held approximately 49.6 percent of Gordmans’ outstanding common stock, Brown Brothers Harriman & Co. held approximately 12.9 percent, TD Ameritrade Clearing, Inc. held approximately 6.6 percent, and National Financial Services held approximately 5.6 percent.⁸ Otherwise, Gordmans’ equity owners were a diversified group of public investors, without a single entity owning or beneficially controlling more than 5 percent of Gordmans’ outstanding equity.

ARTICLE V

EVENTS LEADING TO THE CHAPTER 11 CASES

A. *Challenging Operating Environment.*

The Debtors, and many other apparel-focused and retail companies, have faced a challenging commercial environment over the past several years brought on by increased competition and the shift away from shopping at brick-and-mortar stores. Given the Debtors’ substantial brick-and-mortar presence, and the expenses associated

⁷ Obligations arising under the Term Loan Facility are secured by a first priority lien on the Revolving Credit Facility’s second-priority lien collateral, and vice versa.

⁸ Other than Sun Capital, this information reflects holdings by nominees.

therewith, the Debtors' business has been heavily dependent on physical consumer traffic, and resulting sales conversion, to meet their sales and profitability targets. The combination of the above factors, in addition to other factors plaguing the retail industry as a whole, contributed to the Debtors falling short of their targeted sales, profitability performance, and increasing operational losses.

Despite their substantial brick-and-mortar footprint, the Debtors did not have a large online presence, and online sales, which accounted for an increasing proportion of retail spending, made up a relatively small portion of the Debtors' sales: less than 1 percent over the past year. The Debtors' lack of a fully-developed online presence put downward pressure on the Debtors' revenue, and hurt their comparative performance against competitors with more modern online-centric sales models. The increase in online shopping and decrease in customer traffic industry-wide has particularly affected brick-and-mortar retailers, such as the Debtors, who maintained significant rent and payroll obligations to operate their brick-and-mortar stores, despite the decreasing sales in experienced at those locations.

B. Supply Chain and Borrowing Base Challenges.

As mentioned above, the challenging sales environment continued to affect the retail industry, and caused the factoring and vendor community to continually tighten credit terms. The Debtors' ability to obtain inventory depended on certain manufacturers' and vendors' ability to obtain financing through factoring companies and, to the extent such vendors were unable to secure sufficient credit from those factors, the Debtors could have been unable to purchase sufficient inventory. Approximately half of the Debtors' inventory was purchased from vendors that factored their receivables. As mentioned above, increasing pressures in the retail industry caused the factoring and vendor community to further tighten credit and, in February 2017, factor and vendor credit was effectively shut off, causing the Debtors to purchase inventory on shorter terms or even on a cash-on-delivery basis. Among other things, this reduced the Debtors' liquidity (including by reducing the borrowing base under the Revolving Credit Facility), creating a negative feedback loop. Without the flow of fresh inventory, the Debtors' retail business would not be sustainable.

Additionally, due to the limited borrowing base availability under the Revolving Credit Facility, prior to the Petition Date, Wells Fargo swept all of the Debtors' available cash on a daily basis. This, combined with the Debtors' vendors' unwillingness or inability to ship new inventory on credit, limited the Debtors' ability to purchase new inventory. As is typical in the retail industry, the Debtors' inventory levels formed a substantial portion of the borrowing base under the Revolving Credit Facility; thus, the Debtors' inability to obtain new inventory only exacerbated the Revolving Credit Facility borrowing base constraints.

C. Proactive and Disciplined Approach to Addressing Liquidity Constraints.

1. Operational Changes.

Like many other apparel and retail companies, the Debtors were a victim to adverse macro-economic trends, especially a general shift away from brick-and-mortar to online retail channels, a shift in consumer demographics, and expensive leases. These trends directly affected the Debtors' sales and operations. Comparable store sales for February 2017 declined more than double than what the Debtors anticipated. The Debtors projected comparable store sales for the month of February 2017 to decline 9.5 percent, or approximately \$4.2 million, and actual comparable store sales for the month declined approximately 20 percent, or \$8.8 million.

Faced with this challenging backdrop, the Debtors revised their merchandise inventory receipts and sales plans downward for the second quarter of 2016 to reflect their belief that the challenging retail sales environment would continue. Additionally, the Debtors also undertook steps to minimize costs and preserve liquidity. These steps included, among other things, engaging a nationally-reputed retail consulting firm to assist in cutting the Debtors' stores, distribution, and corporate expenses.

The Debtors began implementing cost-cutting initiatives in the second quarter of 2016. Among other things, the Debtors reduced their inventory receipts by approximately \$27 million, as compared to the same period during 2015. Despite these and other efforts, however, the Debtors' sales loss accelerated to approximately \$15.5 million below what it was in 2015, or about 11.1 percent on a comparable-store basis. The challenging environment of the

retail industry as a whole exacerbated the Debtors' financial distress, as credit tightened across the entire industry, causing the Debtors to experience increased challenges in purchasing goods on credit.

The challenging sales environment continued throughout the second half of 2016 for the Debtors and the retail industry as a whole. The Debtors' comparable store sales further decreased by approximately \$32.8 million, or about 9.4 percent, as compared to 2015. The factoring and vendor community in the retail industry further tightened credit, which significantly affected the Debtors. (Approximately half of the Debtors' merchandise procurement is from vendors that factor their receivables.) This required the Debtors to increasingly purchase merchandise on shorter terms or, in some cases, on a cash-on-delivery basis. The Debtors continued to cut expenses in the second half of 2016, but could not reduce their costs enough to offset the decreased cash flow from reduced sales.

2. Other Attempts to Address Liquidity.

Recognizing the need to explore strategic alternatives, the Debtors retained Duff & Phelps Securities, LLC ("D&P") in July 2016 to act as their financial advisor. In connection with this process, D&P compiled diligence information, prepared a confidential information memorandum (the "CIM"), and compiled a targeted list of strategic and financial buyers.

In September 2016, in connection with this process and after failed negotiations with other interested parties, the Debtors and D&P contacted no less than 80 potentially interested parties, including 14 strategic parties and 70 financial parties. By November 2016, approximately 34 parties entered into confidentiality agreements with the Debtors and received the CIM as to begin the diligence process and negotiations toward a transaction.

Despite these efforts, and subsequent due diligence and discussions with potentially interested parties, this marketing process did not give rise to a viable transaction. From November 2016 through February 2017, D&P continued to work with the Debtors to explore several transaction structures to maximize value, in addition to maintaining contact with the potentially interested parties and preparing an updated CIM. The Debtors' financial position continued to deteriorate during this time period.

To preserve and maximize value, the Debtors again sought to implement a sale process, this time in connection with a chapter 11 filing, to concentrate its store base, rationalize its fixed costs, and emerge a more profitable platform. Beginning March 1, 2017, the Debtors and D&P engaged in a significant marketing process to solicit bids for the Debtors' assets, and for the Debtors' business as a going concern. By March 6, 2017, D&P contacted not less than 90 potentially interested parties, including 15 strategic parties and 77 financial parties. Of these, approximately 38 parties entered into confidentiality agreements with the Debtors and received a copy of the updated CIM, and began the diligence process. By March 10, 2017, D&P contacted a total of approximately 101 potentially interested parties, including the same parties originally contacted starting in September 2016, which included approximately 15 strategic parties and 86 financial parties. Of these, and since September 2016, approximately 41 parties entered into confidentiality agreements with the Debtors and began conducting due diligence.

Through this process, after vigorous marketing efforts and discussions with multiple potentially interested parties, the Debtors ultimately determined that a joint bid, subject to marketing and overbid protections in chapter 11, by the JV Agent to liquidate all or substantially all of the Debtors' assets offered the best alternative to maximize value for their estates and creditors.

ARTICLE VI

EVENTS OF THE CHAPTER 11 CASES

A. *First Day Pleadings and Other Case Matters.*

1. First and Second Day Relief.

The Debtors Filed on, or shortly after, the Petition Date certain motions and applications requesting various types of "first day" and "second day" relief. The relief granted enabled the Debtors to preserve value and efficiently

administer the chapter 11 cases, including, among other things: (a) an order authorizing postpetition use of cash collateral and granting adequate protection to prepetition lenders [Docket No. 13]; (b) an order authorizing the Debtors to continue using their existing cash management system, honor certain prepetition obligations related thereto, maintain existing business forms, and continue to perform intercompany transactions [Docket No. 5]; (c) an order directing joint administration of the Chapter 11 Cases [Docket No. 3]; (d) an order authorizing the Debtors to pay certain prepetition taxes and fees [Docket No. 9]; (e) an order authorizing the Debtors to pay their obligations under insurance policies entered into prepetition, continue paying brokerage fees, honor the terms of their premium financing agreement and pay premiums thereunder, enter into new premium financing agreements in the ordinary course of business, and renew, supplement, modify, and purchase insurance coverage in the ordinary course of business [Docket No. 8]; (f) an order granting authority to pay prepetition employee wages, salaries, other compensation, and reimbursable employee expenses and continue certain employee benefit programs [Docket No. 6]; (g) an order authorizing the Debtors to maintain and administer their existing customer programs and honor certain prepetition obligation s related thereto [Docket No. 7]; (j) an order approving notification and hearing procedures for certain transfers of common stock [Docket No. 11]; and (k) an order for the continuation utility service and approval of adequate assurance of payment to utility providers, approving procedures for, among other things, determining adequate assurance for utility providers, prohibiting utility providers from altering, refusing, or discontinuing services, and determining that the Debtors are not required to provide additional adequate assurance [Docket No. 189].

2. Retention of Chapter 11 Professionals.

To assist the Debtors in carrying out their duties as debtors in possession and to otherwise represent the Debtors' interests in the Chapter 11 Cases, the Bankruptcy Court entered Final Orders authorizing the Debtors to retain and employ the following professionals: (a) Epiq Bankruptcy Solutions, LLC, as the notice and claims agent and administrative advisor for the Debtors [Docket No. 60]; (b) Kirkland & Ellis LLP, as co-counsel [Docket No. 300]; (c) Kutak Rock LLP, as co-counsel [Docket No. 299]; (d) Duff & Phelps Securities, LLC, as financial advisor and investment banker [Docket No. 301]; and (e) Clear Thinking Group LLC, as restructuring advisor for the Debtors [Docket No. 302]. On April 17, 2017, the Bankruptcy Court entered an order approving procedures for the interim compensation and reimbursement of expenses of retained professionals [Docket No. 351]. On March 27, 2017, the Bankruptcy Court also granted the Debtors the authority to retain and compensate certain professionals utilized by the Debtors in the ordinary course of business [Docket No. 205].

3. Appointment of Committee.

On March 15, 2017, the Office of the U.S. Trustee appointed the Committee [Docket No. 64], consisting of: (a) Werner Enterprises, Inc.; (b) Marketplace on First, LC; (c) GGP Limited Partnership; (d) Catalyst Westowne, LLC; (e) Kellermeyer Bergensons Services, LLC; (f) DDR Corp; and (g) Ezrasons Inc.

The Committee filed applications to retain Frost Brown Todd LLC as lead counsel [Docket No. 342], Koley Jessen P.C., L.L.O. as local counsel [Docket No. 400], and Province, Inc. as financial advisor [Docket No. 343]. On April 14 and 27, 2017, the Bankruptcy Court entered orders approving the retention of the Committee's professionals [Docket Nos. 345, 349, 406].

B. Claims Bar Date.

On March 27, 2017, the Debtors Filed their schedules of assets and liabilities and statements of financial affairs with the Bankruptcy Court pursuant to section 521 of the Bankruptcy Code (collectively, the "Schedules") [Docket Nos. 209, 210], and filed amended Schedules on April 28, 2017 [Docket No. 412]. The Bankruptcy Code allows the Bankruptcy Court to fix the time within which Proofs of Claim must be filed in the Chapter 11 Cases. Any creditor whose Claim is not scheduled in the Schedules or whose Claim is scheduled as disputed, contingent, or unliquidated must File a Proof of Claim.

On April 21, 2017, the Debtors Filed a motion requesting the Bankruptcy Court to enter an order approving, among other things: (a) June 5, 2017, at 4:00 p.m. prevailing Central Time (the "Claims Bar Date") as the deadline for all non-Governmental Units to File Claims in the Chapter 11 Cases; (b) September 11, 2017, at 4:00 p.m. prevailing Central Time (the "Governmental Bar Date") as the deadline for all Governmental Units to File Claims in the Chapter 11 Cases; (c) June 5, 2017, at 4:00 p.m., prevailing Central Time (the "Administrative Claims Bar Date") as the

deadline to request allowance of certain Administrative Claims; (d) procedures for filing Proofs of Claim; and (e) the form and manner of notice of the bar dates [Docket No. 378]. On April May 5, 2017, the Bankruptcy Court granted such relief [Docket No. 428].

Because the resolution process for the Claims is currently ongoing, the Claims figures identified in this Disclosure Statement represent estimates only and, in particular, the estimated recoveries set forth in this Disclosure Statement for Holders of General Unsecured Claims could be materially lower if the actual Allowed General Unsecured Claims are higher than the current estimates.

C. The Sale Transaction.

In response to the solicitation and marketing process initiated by the Debtors, the JV Agent submitted an offer to liquidate substantially all of the Debtors' assets (the "Stalking Horse Bid"). The Debtors and the JV Agent negotiated and entered into an agency agreement (the "Stalking Horse Agency Agreement") on March 13, 2017. On March 22, 2017, the Bankruptcy Court approved the Stalking Horse Agency Agreement, bidding procedures to solicit competing bids, and a subsequent auction (the "Bidding Procedures") in the *(I) Establishing Bidding Procedures and Granting Related Relief and (II) Approving the Bid Protections Related to the Disposition of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Interests* [Docket No. 159].

Pursuant to the Bidding Procedures, bids were due by March 28, 2017 (the "Bid Deadline"). The Debtors negotiated with several interested parties up until the Bid Deadline, and ultimately received one Qualified Bid on the Bid Deadline, submitted by the JV Agent and the Purchaser, whereby the Purchaser will purchase and take over at least 50 (but up to 57) of the Debtors' retail locations and the Debtors' warehouse located in Omaha, Nebraska (the "Assumed Assets"), and the JV Agent will liquidate the remaining assets of the Debtors (the "Joint Successful Bid").

In accordance with the Bidding Procedures, the auction took place on March 28, 2017. The Debtors, D&P, and the Debtors' other advisors, and in consultation with the Consultation Parties, analyzed the Qualified Bids, including the Stalking Horse Bid. Based on the value of the bid and the negotiated terms and conditions of the asset purchase agreement and agency agreement, the Debtors, with the assistance of D&P and their other advisors, and in consultation with the Consultation Parties, determined that, in their business judgement, the Joint Successful Bid was the highest and best offer for the Debtors' assets. Notice of the Joint Successful Bid and the asset purchase agreement and agency agreement contemplated thereby were filed on March 31, 2017 [Docket No. 283].

On April 6, 2017, the Bankruptcy Court entered its *Order Pursuant to Sections 105(A), 363, 365 and 554 of the Bankruptcy Code (I) Approving the Debtors' Entry Into Agency Agreement and Asset Purchase Agreement, (II) Authorizing the Debtor to Sell Certain Merchandise Through Liquidation Sales, (III) Authorizing the Sale of Certain of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, and (V) Granting Related Relief* [Docket No. 330] (the "Sale Order") approving, *inter alia*, the sale of substantially all of the Debtors' assets through (a) liquidation sales (the "GOB Sales") conducted by the JV Agent at 48 of the Debtors' retail locations (collectively, the "GOB Locations"), the Debtors' distribution center located in Clayton, Indiana ("DC2"), and the Debtors' corporate headquarters (the "Headquarters"), and (b) a going concern sale transaction with the Purchaser pursuant to which the Purchaser acquired, among other property, (i) designation rights to the leases at 57 of the Debtors' retail locations (collectively, the "Designation Locations"), the Debtors' distribution center in Omaha, Nebraska ("DC1"), and certain office space used by the Debtors for support functions (the "Office Location"), and (ii) the merchandise, inventory, furniture, fixtures, equipment and other personal property owned by the Debtors located at the foregoing stores and distribution center (the "Acquired Assets").

The Sale closed on April 7, 2017 and upon the closing thereof, the JV Agent commenced the GOB Sales at the affected locations and the Purchaser took over the operations at the Designation Locations and took title to the Acquired Assets.

The GOB Sales concluded at the GOB Locations on various dates, with the first GOB Sales concluding on April 30, 2017 and the last of the GOB sales concluding on May 22, 2017. The GOB Sale at DC2 concluded on May 31, 2017. The GOB Sale at the Headquarters concluded on July 31, 2017. The leases for each of the GOB Locations, DC2, and the Headquarters have all been rejected pursuant to various Notices filed with Court and the related Orders entered by this Court approving such lease rejections. *See* Docket Nos. 416, 419, 431, 439, 446, 462, 484, 485, 486,

498, 500, 822, and 868. The Debtors have vacated and surrendered the premises for each of the GOB Locations. DC2, and the Headquarters to the respective landlords.

Pursuant to the Purchase Agreement among the Purchaser, as purchaser, and the Debtors, as sellers, the Purchaser was obligated to designate the leases at least 50 of the Designation Locations for assumption and assignment by the Debtors to the Purchaser by delivering a notice of such designation (the “Purchaser Assignment Notice”) to the Debtors no later than May 31, 2017. With respect to the remaining Designation Locations, DC1 and the Office Location, the Asset Purchase Agreement allows the Purchaser until July 31, 2017 to deliver a notice to the Debtors designating the leases for such locations to either be assumed and assigned by the Debtors to the Purchaser or rejected by the Debtors.

Between the Closing of the Sale and July 31, 2017, the Purchaser delivered a series of Purchaser Assignment Notices to the Debtors that, in the aggregate, designated the leases at 55 of the Designation Locations and DC1 for assumption and assignment by the Debtors to the Purchaser. As required by the Asset Purchase Agreement, upon receipt of the Purchaser Assignment Notices, the Debtors then filed Notices of such lease assignments and assumptions with the Bankruptcy Court. [See Docket Nos. 354, 355, 363, 407, 423, 444, 468, 502, 539, 540, 541, 832.] The Bankruptcy Court entered Orders approving the assignment and assumption of the foregoing leases. [See Docket Nos. 370, 397, 409, 425, 450, 474, 512, 534, 623, 624, 625, 867.]

Between the Closing of the Sale and July 31, 2017, the Purchaser also delivered a series of notices to the Debtors that, in the aggregate, designated the leases at two of the Designation Locations and the Office Location for rejection by the Debtors. As required by the Asset Purchase Agreement, upon receipt of the notices, the Debtors then filed Notices of such lease rejections with the Bankruptcy Court. [See Docket Nos. 622, 659.] The Bankruptcy Court has entered Orders approving the rejection of the foregoing leases. [See Docket Nos. 667, 739.]

ARTICLE VII

SUMMARY OF THE PLAN

This section provides a summary of the structure and means for implementation of the Plan and the classification and treatment of Claims and Interests under the Plan, and is qualified in its entirety by reference to the Plan (as well as any exhibits thereto and definitions therein).

The statements contained in this Disclosure Statement include summaries of the provisions contained in the Plan and in the documents referred to therein. The statements contained in this Disclosure Statement do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein, and reference is made to the Plan and to such documents for the full and complete statement of such terms and provisions of the Plan or documents referred to therein.

The Plan controls the actual treatment of Claims against, and Interests in, the Debtors under the Plan, and will, upon the occurrence of the Effective Date, be binding upon all Holders of Claims against and Interests in the Debtors and the Debtors’ Estates, all parties receiving property under the Plan, and other parties in interest. In the event of any conflict between this Disclosure Statement and the Plan or any other operative document, the terms of the Plan and/or such other operative document shall control.

A. *Administrative Claims.*

Subject to the provisions of sections 327, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed Administrative Claim and, as applicable, the Debtors or the Plan Administrator agree to less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, the Debtors or the Plan Administrator shall pay each Holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if an Administrative Claim is Allowed after the Effective Date, on the date such Administrative Claim is Allowed or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (3) at such time and upon such terms as may be

agreed upon by such Holder and the Debtors or the Plan Administrator, as applicable; or (4) at such time and upon such terms as set forth in an Order of the Bankruptcy Court; *provided* that any Administrative Claim that has been assumed by the Purchaser pursuant to the Purchase Agreement shall not be an obligation of the Debtors.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the Claims Bar Date Order) or as provided by this Article II, unless previously Filed, requests for payment of Administrative Claims, other than requests for payment of Accrued Professional Compensation Claims and Allowed reimbursable expenses of members of the Committee, must be Filed and served on the Debtors or the Plan Administrator, as the case may be, no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that have not Filed and served such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or the Plan Administrator, and such Administrative Claims shall be deemed compromised, settled, and released as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

B. Professional Compensation Claims.

Final applications of Professionals for services rendered prior to the Effective Date shall be filed no later than 45 days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court Orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court. Once approved by the Bankruptcy Court, Allowed Accrued Professional Compensation Claims shall be promptly paid from the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the amount of Accrued Professional Compensation Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan.

1. Professional Fee Escrow Account.

The Debtors shall fund the Professional Fee Escrow Account in the amount of the aggregate Professional Fee Escrow Amount for all Professionals on the Effective Date with any and all funds remaining in the Carve Out and the Carveout Reserve (each as defined in the Cash Collateral Order) and, to the extent necessary, the Debtors' Cash on hand. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates or of the Plan Administrator; *provided* that the Estates shall have a reversionary interest in the excess amount, if any, remaining in the Professional Fee Escrow Account when all such Allowed amounts owing to Professionals have been paid in full, and any remaining amount in the Professional Fee Escrow Account shall promptly be transferred to the Estates and shall be distributed by the Plan Administrator in accordance with the Plan without any further action or order of the Bankruptcy Court.

2. Professional Fee Escrow Amount.

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate their Accrued Professional Compensation Claims before and as of the Confirmation Date and shall deliver such estimate to the Debtors no later than three (3) Business Days before the Confirmation Date; *provided* that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional; *provided, further*, that such estimate shall not be binding or considered an admission with respect to the fees and expenses of such Professional.

3. Post-Effective Date Fees and Expenses.

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Plan Administrator may employ and pay any Professional in the ordinary course of business without any further notice to or action, Order, or approval of the Bankruptcy Court.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

D. U.S. Trustee Statutory Fees.

The Debtors or the Plan Administrator, as applicable, shall pay all U.S. Trustee Fees for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Accrued Professional Compensation Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in this Article III.

E. Summary of Classifications.

All Claims and Interests, other than Administrative Claims, Priority Tax Claims, and Accrued Professional Compensation Claims, are classified in the Classes set forth below for all purposes, including voting, Confirmation, and distributions under the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest shall be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. The Debtors reserve the right to withdraw the Plan with respect to one or more Debtors while seeking Confirmation or approval of the Plan with respect to all other Debtors. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Claims shall be treated as set forth in Article III hereof.

The table below summarizes the classification and treatment of all classified Claims and Interests under the Plan.⁹ The classification, treatment, and the projected recoveries of classified Claims and Interests are described in summary form below for illustrative purposes only and are subject to material change. In particular, recoveries available to Holders of General Unsecured Claims are estimates based on information known to the Debtors as of the date hereof and actual recoveries could differ materially based on, among other things, whether the amount of Claims actually Allowed exceed the estimates provided below. In such an instance, the recoveries available to the Holders of General Unsecured Claims could be materially lower when compared to the estimates provided below.

Class	Claims and Interests	Projected Amount of Allowed Claims	Projected Plan Recovery	Status	Voting Rights
1	Other Priority Claims	\$345,000	100%	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)

⁹ As described herein, the Debtors seek authority to substantively consolidate the Estates for all purposes associated with Confirmation and Consummation of the Plan.

Class	Claims and Interests	Projected Amount of Allowed Claims	Projected Plan Recovery	Status	Voting Rights
2	Other Secured Claims	\$1,173,000	100%	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
3	Secured Credit Facility Claims	\$370,000	100%	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
4	General Unsecured Claims	\$88,246,000	4.9%–10.6%	Impaired	Entitled to Vote
5	Section 510(b) Claims	\$0	0%	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Claims	\$0	0%	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Interests in Parent	\$0	0%	Impaired	Not Entitled to Vote (Deemed to Reject)

The treatment of the Classes of Claims and Interests under the Plan shall be as set forth in Article III.B of the Plan.

1. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors, the Estates, or the Plan Administrator, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs, recoupments, or counterclaims against, any such Unimpaired Claims.

2. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

3. Voting Class; Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class.

4. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

5. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules

6. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

F. *Means for Implementation of the Plan.*

1. General Settlement of Claims.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan. The Exculpation and the release provisions included in the Plan are an integral part of the Debtors' overall restructuring efforts. The Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to, among other things, negotiate and implement the Plan, which will maximize and preserve the value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

Importantly, (a) all Holders of Claims or Interests that vote to accept or are deemed to accept the Plan, (b) all Holders of Claims or Interests that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan, and (c) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan, will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and Causes of Action against the Debtors and the Released Parties. The releases are an integral element of the Plan, necessary to bring finality to these Chapter 11 Cases, and supported by the Debtors' business judgment rule. Based on the foregoing, the Debtors believe that the releases and exculpations in the Plan are necessary and appropriate and meet the requisite legal standards. As discussed below, the Committee has conducted diligence and investigated issues related to the proposed releases and Exculpation set forth in the Plan and the Committee does not oppose said releases and Exculpation.

2. The Plan Administrator.

(a) *Rights and Powers of the Plan Administrator.*

On the Effective Date, the Plan Administrator shall be appointed. The Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of any and all persons acting as directors and officers of the Debtors shall be deemed to have resigned, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Debtors and shall succeed to all of the powers of the Debtors' directors and officers under applicable law or otherwise.

Among other things, the Plan Administrator shall be responsible for: (a) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible; (b) resolving Disputed Claims; (c) making all distributions to Holders of Allowed Claims in accordance with the Plan; (d) pursuing or otherwise commencing and litigating any Causes of Action (other than those released herein or pursuant to any prior settlement approved by the Bankruptcy Court), and only to the extent the benefits of such enforcement or prosecution are reasonably believed by the Plan Administrator to outweigh the costs associated therewith; (e) filing appropriate tax returns; and (f) administering the Plan in an efficacious manner. The Plan Administrator shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (i) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (ii) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

(b) *Plan Administrator Assets.*

On the Effective Date, the Plan Administrator Assets shall vest automatically in the Plan Administrator free and clear of all Liens, claims, encumbrances, and other interests. The Plan shall be considered a motion pursuant to sections 105, 363, and 365 of the Bankruptcy Code for such relief. The transfer of the Plan Administrator Assets to the Plan Administrator shall be made for the benefit and on behalf of Holders of Claims receiving a distribution from proceeds of the Plan Administrator Assets. The Plan Administrator shall not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth herein. In connection with the transfer of the Plan Administrator Assets, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Plan Administrator will vest in the Plan Administrator and its representatives, and the Debtors and the Plan Administrator are authorized to take all necessary actions to effectuate the transfer of such privileges to the Plan Administrator.

(c) *Fees of the Plan Administrator and Expenses Incurred On or After the Effective Date.*

Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with the Plan Administrator's duties shall be paid on a monthly basis without any further notice to or action, Order, or approval of the Bankruptcy Court, in Cash if such amounts relate to any actions taken hereunder; *provided* that the Plan Administrator will only be reimbursed for its reasonable and documented out-of-pocket costs and expenses in accordance with a budget that is acceptable to the Plan Administrator and the Committee.

3. Sources of Consideration for Plan Distributions.

The Debtors' Cash on hand, the Sale Proceeds, all Causes of Action not previously settled, released, or exculpated under the Plan, the Debtors' rights under the Purchase Agreement and Agency Agreement, and the Plan Administrator Assets shall be used to fund the distributions to Holders of Allowed Claims against the Debtors in accordance with the treatment of such Claims and subject to the terms provided herein.

4. Release of Liens.

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised.

5. Preservation of Causes of Action.

Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors shall convey to the Plan Administrator all rights to commence, prosecute or settle, as appropriate, any and all

Causes of Action, whether arising before or after the Petition Date, which shall vest in the Plan Administrator pursuant to the terms of the Plan. The Plan Administrator may enforce all rights to commence, prosecute, or settle, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Plan Administrator's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Plan Administrator may, in its reasonable business judgment, pursue such Causes of Action and may retain and compensate professionals in the analysis or pursuit of such Causes of Action to the extent the Plan Administrator deems appropriate, including on a contingency fee basis. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Plan Administrator will not pursue any and all available Causes of Action against them. The Debtors and the Plan Administrator expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan; *provided* that the Debtors, in consultation with the Committee before the Effective Date or the Plan Administrator after the Effective Date, may prosecute any such Cause of Action against any party only in connection with their objection to and resolution of any Claim asserted by such party. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Plan Administrator expressly reserves all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. The Plan Administrator reserves and shall retain the foregoing Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The Plan Administrator shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

6. Corporate Action.

Upon the Effective Date, by virtue of the solicitation of votes in favor of the Plan and entry of the Confirmation Order, all actions contemplated by the Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates.

The Plan Administrator shall be authorized to dissolve each (or any) of the Debtors at any time following the Effective Date as determined to be appropriate or necessary by the Plan Administrator, in its reasonable discretion.

On the Effective Date, the terms of all directors, managers, and officers of all Debtors shall be deemed to have expired, all such directors, managers, and officers shall be released of their duties, and all actions solely in furtherance of the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by the Debtors, Holders of Claims or Interests, directors, managers, or officers of the Debtors, or any other Entity or Person, including the transfer of assets of the Debtors to the Plan Administrator and the dissolution or winding up of the Debtors. The directors, managers, and officers of the Debtors and the Plan Administrator, as applicable, shall be authorized to execute, deliver, file, or record such contracts, instruments, release, and other agreements or documents and take such other actions as they may deem in their sole discretion necessary or appropriate to effectuate and implement the provisions of the Plan. The authorizations and approvals contemplated by this Article IV.F shall be effective notwithstanding any requirements under non-bankruptcy law.

7. Cancellation of Securities and Agreements.

On the Effective Date, except to the extent otherwise provided in the Plan or the Purchase Agreement, all notes, instruments, Certificates, and other documents evidencing, or in any way related to, Claims or Interests shall be canceled and the obligations of the Debtors thereunder or in any way related thereto shall be released, settled, and compromised; *provided* that the survival of any rights or notes, instruments, Certificates, and other documents

evidencing Claims or Interests shall not give rise to any Claims against any Entity (including the Debtors) or any Entity's officers, managers, directors, representatives, and agents for fees, expenses, or otherwise.

8. Effectuating Documents; Further Transactions.

Prior to the Effective Date, the Debtors are, and on and after the Effective Date, the Plan Administrator, and the officers and members thereof are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

9. Exemption from Certain Taxes and Fees.

Any post-Confirmation transfer from any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (2) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

10. Limited Substantive Consolidation.

The Plan shall serve as a motion by the Debtors seeking entry of an order substantively consolidating each of the Estates of the Debtors into a single consolidated Estate solely for purposes of voting, Confirmation, and distribution. For the avoidance of doubt, the Plan shall not serve as a motion by the Debtors seeking entry of an order substantively consolidating the Debtors for any other purposes. Notwithstanding anything in this Article IV.J of the Plan, all distributions under the Plan shall be made in accordance with Article VI of the Plan.

If the Debtors' Estates are substantively consolidated in accordance with this Article IV.J, then, on and after the Effective Date, all assets and liabilities (including Allowed Claims) of the Debtors shall be treated as though they were merged into one Estate solely for purposes of voting, Confirmation, and distribution. The limited substantive consolidation described herein shall not affect the legal and organizational structure of the Debtors or their separate corporate existences or any prepetition or postpetition guarantees, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, or, with respect to Executory Contracts or Unexpired Leases that were assumed or entered into during the Chapter 11 Cases, if any. **Moreover, any alleged defaults under any applicable agreement with the Debtors or their respective Affiliates arising from substantive consolidation under the Plan shall be deemed waived or otherwise cured as of the Effective Date.**

If the Debtors' Estates are not substantively consolidated in accordance with this Article IV.J, then: (1) the Plan shall be deemed to constitute a separate sub-plan for each of the Debtors and each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable; (2) the Confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each sub-plan; (3) any Claim against any of the Debtors shall be treated as a Claim only against the applicable Debtor, as applicable, for purposes of voting and Confirmation; (4) such Claims shall be administered as provided in the Plan; (5) the portion of the Plan Administrator Assets available for distributions to Holders of General Unsecured Claims against each Debtor shall be equal to the proportion that the Allowed General Unsecured Claims against each Debtor bears to the aggregate amount of Allowed General Unsecured Claims against all of the Debtors; and (6) the Debtors shall not, nor shall they be required to, re-solicit votes with respect to the Plan, nor will the failure of the Bankruptcy Court to approve limited substantive consolidation of the Debtors alter the distributions set forth in the Plan.

Notwithstanding the substantive consolidation provided for herein, nothing shall affect the obligation of each and every Debtor to pay the quarterly fees to the U.S. Trustee until such time as a particular Chapter 11 Case is closed, dismissed, or converted.

11. D&O Policies.

The Debtors shall be deemed to have assumed all of the Debtors' D&O Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date, and coverage for defense and indemnity under any of the D&O Policies shall remain available to all individuals within the definition of "Insured" in any of the D&O Policies. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the unexpired D&O Policies. Notwithstanding anything to the contrary contained in the Plan, and except as otherwise may be provided in an Order from the Bankruptcy Court, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed. Provided, however, that that Holder(s) of a Claim for an indemnity obligation will look only to the D&O Policies for recovery and not the Estates.

12. Administrative Claims Bar Date.

Except as otherwise provided for herein, unless previously filed, requests for payment of Administrative Claims must be filed and served pursuant to the procedures specified in the Confirmation Order and prior to the Administrative Claims Bar Date. Holders of Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Plan Administrator, or the Plan Administrator Assets, and such Administrative Claims shall be deemed discharged as of the Effective Date.

G. *Treatment of Executory Contracts and Unexpired Leases.*

1. Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, including, without limitation, any employee benefit plans, severance plans, and other Executory Contracts under which employee obligations arise, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with Confirmation of the Plan, or is specifically scheduled to be assumed or assumed and assigned pursuant to the Plan or the Plan Supplement; (2) is subject to a pending motion to assume such Unexpired Lease or Executory Contract as of the Effective Date; (3) is to be assumed or assumed and assigned to the Purchaser or another third party, as applicable, in connection with the Sale; (4) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; (5) is a D&O Policy; (6) is the Purchase Agreement; or (7) is the Agency Agreement. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided in the Plan Supplement, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

2. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

Any Cure Obligations under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Obligation in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to the limitations described below, by the Debtors as an Administrative Claim or by the Purchaser in accordance with the Purchase Agreement, as applicable, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of the Cure Obligation, (2) the ability of the Debtors' Estates or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining

to assumption, the Cure Obligations required by section 365(b)(1) of the Bankruptcy Code shall be satisfied following the entry of a Final Order or Orders resolving the dispute and approving the assumption.

Unless otherwise provided by an Order of the Bankruptcy Court, at least ten (10) days before the Confirmation Hearing, the Debtors shall cause notice of proposed assumption and proposed Cure Obligations to be sent to applicable counterparties. Any objection by such counterparty must be Filed, served, and actually received by the Debtors not later than seven days after service of notice of the Debtors' proposed assumption and associated Cure Obligations. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or Cure Obligation.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Obligations, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of assumption and/or assignment. **Any liabilities reflected in the Schedules and any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.**

3. Claims Based on Rejection of Executory Contracts and Unexpired Leases.

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of: (1) the Claims Bar Date, Administrative Claims Bar Date, or the Governmental Bar Date, as applicable; and (2) 4:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the entry of an Order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, their Estates, the Plan Administrator, and/or the Purchaser, or property of the foregoing parties, without the need for any objection by the Debtors, their Estates, the Plan Administrator, and/or the Purchaser and without the need for any further notice to, or action, order, or approval of the Bankruptcy Court. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims (Class 4) and shall be treated in accordance with Article III of the Plan, as applicable.

4. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases as modified, amended, supplemented, or restated. In particular, notwithstanding any non-bankruptcy law to the contrary, the Plan Administrator expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

5. Purchase Agreement; Assumed Contracts.

The Debtors' assumption or rejection of any Executory Contract or Unexpired Lease pursuant to the Plan shall be subject in all respects to the Purchaser's rights and obligations, including any Cure Obligations assumed by the Purchaser in accordance with the Purchase Agreement, with respect to any such Executory Contracts or Unexpired Leases that constitute Assumed Contracts (as defined in the Purchase Agreement) as set forth in the Purchase Agreement.

6. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such

Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors or the Debtors on behalf of the Debtors' Estates during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith, absent a Bankruptcy Court order to the contrary.

7. Letters of Credit.

On the Effective Date, all of the Debtors' letters of credit shall be cancelled.

8. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the list of Executory Contracts and Unexpired Leases to be assumed pursuant to the Plan contained in the Plan Supplement, nor anything else in the Plan or Purchase Agreement, shall constitute an admission by the Debtors or any other Entity, as applicable, that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that either any Debtor or any other Entity, as applicable, has any liability thereunder.

9. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases of nonresidential real property pursuant to section 365(d)(4) of the Bankruptcy Code.

H. Provisions Governing Distributions.

1. Timing and Calculation of Amounts to Be Distributed.

Except as otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such a Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against or Allowed Interest in the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class from the Plan Administrator, on behalf of the Debtors, as applicable; *provided* that the Plan Administrator will use reasonable commercial efforts to make distributions to Holders of General Unsecured Claims that are Allowed as of the Effective Date within sixty (60) days of the Effective Date. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim or Allowed Interest shall, on account of such Allowed Claim or Allowed Interest, receive a distribution in excess of the Allowed amount of such Claim or Interest plus any postpetition interest on such Claim or Interest payable in accordance with the Plan.

2. Distributions by the Plan Administrator.

All distributions under the Plan shall be made by the Plan Administrator. The Plan Administrator shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by

the Bankruptcy Court. Additionally, in the event that the Plan Administrator is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Plan Administrator.

Subject to the terms of the Plan, the Plan Administrator shall be empowered to: (1) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (2) make all distributions contemplated under the Plan; (3) employ professionals to represent it with respect to its responsibilities; (4) object to, Allow, or otherwise resolve any General Unsecured Claim, Priority Claim, Other Secured Claim, or Secured Credit Facility Claim, subject to the terms hereof; and (5) exercise such other powers as may be vested in the Plan Administrator by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Plan Administrator to be necessary and proper to implement the provisions of the Plan.

3. Distributions on Account of Claims Allowed After the Effective Date.

(a) *Payments and Distributions on Disputed Claims*

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

(b) *Special Rules for Distributions to Holders of Disputed Claims*

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the Debtors or the Plan Administrator, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

4. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

(a) *Record Date for Distribution.*

On the Distribution Record Date, the Claims Register shall be closed and the Debtors, the Plan Administrator, or any other party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

(b) *Delivery of Distributions in General.*

Except as otherwise provided herein, the Debtors or the Plan Administrator, as applicable, shall make distributions to Holders of Allowed Claims and Allowed Interests at the address set forth in any Proof of Claim Filed by that Holder; *provided* that the manner of such distributions shall be determined at the discretion of the Debtors or the Plan Administrator, as applicable. If a Holder holds more than one Claim in any one Class, all Claims of the Holder will be aggregated into one Claim and one distribution will be made with respect to the aggregated Claim.

(c) *Minimum Distributions.*

Notwithstanding anything herein to the contrary, neither the Debtors nor the Plan Administrator, as applicable, shall be required to make distributions or payments of less than \$250.00; *provided* that the Plan Administrator may establish an alternative minimum in its reasonable discretion and upon notice to the Bankruptcy Court.

(d) *Undeliverable Distributions and Unclaimed Property.*

In the event that any notice or distribution to any Holder is returned as undeliverable, no such notice of distribution to such Holder shall be made unless and until the Plan Administrator has determined the then current address of such Holder, at which time such notice or distribution shall be made to such Holder without interest; *provided* that such notice or distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the date of the attempted distribution to the Holder. After such date, all

unclaimed property or interests in property shall revert to the Plan Administrator for the benefit of other Allowed Claims in accordance with the terms of the Plan, and the Claim of any Holder to such property or interest in property shall be released, settled, compromised, and forever barred.

(e) *Manner of Payment Pursuant to the Plan.*

Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Plan Administrator by check or by wire transfer, at the sole and exclusive discretion of the Plan Administrator.

5. Compliance with Tax Requirements/Allocations.

In connection with the Plan, to the extent applicable, the Plan Administrator shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Plan Administrator shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate.

6. Setoffs and Recoupment.

Except as otherwise expressly provided herein, the Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors of any such Claim it may have against the Holder of such Claim.

7. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan, the Confirmation Order or other Order of the Bankruptcy Court, or otherwise required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Interests and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim.

8. Claims Paid or Payable by Third Parties.

(a) *Claims Paid by Third Parties.*

The Debtors or the Plan Administrator, as applicable, shall be authorized to reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be Filed and without any further notice to or action, Order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor, as applicable, including on account of recourse to collateral held by third parties that secure such Claim. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Plan Administrator on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Debtor or the Plan Administrator (or such other entity designated by the Plan Administrator), to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

(b) *Claims Payable by Insurance, Third Parties; Recourse to Collateral.*

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies, surety agreements, other non-Debtor payment agreements, or collateral held

by a third party, until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, surety agreement, other non-Debtor payment agreement, or collateral, as applicable. To the extent that one or more of the Debtors' insurers, sureties, or non-Debtor payors pays or satisfies a Claim in full or in part (if and to the extent adjudicated by a court of competent jurisdiction), or such collateral or proceeds from such collateral is used to satisfy such Claim, then immediately upon such payment, the applicable portion of such Claim shall be expunged without a Claim objection having to be Filed and without any further notice to or action, Order, or approval of the Bankruptcy Court.

(c) *Applicability of Insurance Policies.*

Notwithstanding anything to the contrary in the Plan or Confirmation Order, Confirmation and Consummation of the Plan shall not limit or affect the rights of any third-party beneficiary or other covered party of any of the Debtor's insurance policies with respect to such policies, including the D&O Policies. Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Plan Administrator, or any other Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

(d) *Allocation of Plan Distributions Between Principal and Accrued Interest.*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed therein.

I. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims.

1. Allowance of Claims and Interests.

The Debtors and the Plan Administrator, as applicable, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any Order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), allowing such Claim.

2. Claims and Interests Administration Responsibilities.

Except as otherwise specifically provided in the Plan or the Purchase Agreement and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, on and after the Effective Date, the Plan Administrator shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Disputed Interest without any further notice to or action, Order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, Order, or approval by the Bankruptcy Court.

3. Claims Estimation.

Prior to and on the Effective Date, the Debtors, in consultation with the Committee, and, after the Effective Date, the Plan Administrator, may, at any time, request that the Bankruptcy Court estimate: (1) any Disputed Claim or Disputed Interest pursuant to applicable law; and (2) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether any party previously has objected to such Claim or Interest, or whether the Bankruptcy Court has ruled on any such objection, the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has

not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Claim or Interest, that estimated amount shall constitute either the Allowed amount of such Claim or Interest or a maximum limitation on such Claim or Interest for all purposes under the Plan, including for purposes of distributions, and the Debtors (in consultation with the Committee) or the Plan Administrator, as applicable, may elect to pursue additional objections to the ultimate distribution on such Claim or Interest. If the estimated amount constitutes a maximum limitation on such Claim or Interest, the Debtors (in consultation with the Committee) or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim or Interest. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. All of the aforementioned Claims and Interests and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims and Interests may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

4. Adjustment to Claims or Interests Without Objection.

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Plan Administrator without a Claims objection having to be Filed and without any further notice to or action, Order, or approval of the Bankruptcy Court.

5. Time to File Objections to Claims and Interests.

Any objections to Claims or Interests shall be Filed on or before the Claims Objection Bar Date, as such date may be extended pursuant to the Plan.

6. Disallowance of Claims.

Any Claims or Interests held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court Order with respect thereto has been entered and all sums due, if any, to the Debtors or the Plan Administrator, as applicable, by that Entity have been turned over or paid to the Debtors or the Plan Administrator.

Except as provided in the Plan or otherwise agreed, any and all Proofs of Claim filed after the Claims Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely filed by a Final Order.

7. Treatment of Secured Claims.

As of the Effective Date, entry of the Confirmation Order shall constitute a Bankruptcy Court Order pursuant to Bankruptcy Rule 3012 that, to the extent that any Claim that is purportedly Secured by a Lien on any of the Debtors' assets or Plan Administrator Assets, as applicable, such Claim shall be deemed a General Unsecured Claim, and shall only be Allowed as a General Unsecured Claim in an amount equal to the portion of such Claim that is not Disputed.

8. Amendments to Claims.

On or after the Effective Date, except as otherwise provided herein, a Claim or Interest may not be Filed or amended without the prior authorization of the Debtors or the Plan Administrator, as applicable, and any such new or

amended Claim or Interest Filed shall be deemed disallowed and expunged without any further notice to or action, Order, or approval of the Bankruptcy Court.

9. No Distributions Pending Allowance.

If an objection to a Claim or Interest or portion thereof is Filed as set forth in Article VII of the Plan, or if such Claim or Interest is scheduled as Disputed, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest or portion thereof unless and until such Disputed Claim or Disputed Interest becomes an Allowed Claim or Allowed Interest.

10. Distributions After Allowance.

To the extent that a Disputed Claim or Disputed Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest in accordance with the provisions of the Plan. As soon as practicable after the date that the Order of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Plan Administrator shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Claim or Interest, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law or as otherwise provided in Article III.B of the Plan.

11. Single Satisfaction of Claims.

Holders of Allowed Claims and Allowed Interests may assert such Claims against or Interests in the Debtor(s) obligated with respect to such Claims or Interests, and such Claims or Interests shall be entitled to share in the recovery provided for the applicable Class of Claims or Interests against the Debtors based upon the full Allowed amount of such Claims or Interests. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim or Allowed Interest exceed 100 percent (100%) of the underlying Allowed Claim or Allowed Interest plus applicable interest, if any.

J. Settlement, Release, Injunction, and Related Provisions.

1. Compromise and Settlement of Claims, Interests, and Controversies.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

2. Terms of Injunctions or Stays.

Unless otherwise provided herein or in a Final Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 362 of the Bankruptcy Code or otherwise and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

3. Debtor Release.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Effective Date, the Released Parties are deemed expressly, unconditionally, generally, and individually and collectively, forever acquitted, released, and discharged by the Debtors, and the Estates, each on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any Holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such releasing party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale, or rescission of the purchase or sale of, or any other transaction relating to any security or other debt obligations of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors and the Released Parties, the restructuring of Claims and Interests before or during the Sale or any other transaction or other arrangement with the Debtors whether before or during the Sale, the negotiation, formulation, or preparation of the Sale, the Plan, the Plan Supplement, the Disclosure Statement, or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing, except for any act or omission that constitutes actual fraud, gross negligence, or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers or directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

In an effort to reach a consensual chapter 11 plan, the Debtors' professionals and Committee's professionals agreed to a process allowing the Committee to investigate whether any viable claims exist against the Released Parties and the Exculpated Parties. The Committee initially requested the following documents and information: (a) projections/data related to the 2013 dividend recapitalization; (b) historical financial information related to many areas, including capital expenditures; (c) related party transactions; and (d) other relevant information, including, but not limited to, emails. As part of the investigation, the Committee's professionals: (i) received and reviewed responsive documents; (ii) conducted several meetings and discussions with Debtors' bankruptcy counsel, Kirkland & Ellis LLP and Kutak Rock LLP, including an in-person meeting in Chicago on July 11, 2017; (iii) interviewed Joe Marchese of the Clear Thinking Group ("CTG"); (iv) interviewed Ed Mielke and Josh Benn of Duff & Phelps ("Duff"); and (v) interviewed Andy Hall, former CEO and current director of the Debtors. Based on the facts derived from the investigation, the Committee's professionals analyzed the viability of the following potential claims against the Released Parties and the Exculpated Parties. Based on the Committee's investigation and analysis of the facts and applicable law, the

Committee consents to and does not oppose the Debtor release, the third party release, and the Exculpation provisions set forth herein and in the Plan.

4. Third Party Release.

Except as otherwise provided in the Plan, as of the Effective Date and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively forever releases, acquits, and discharges the Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any Holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale, or rescission of the purchase or sale of any security or other debt obligation of the Debtors, or any other transaction relating to any security or other debt obligation of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Sale, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors and the Released Parties, the restructuring of Claims and Interests before or during the Sale implemented by the Plan, the negotiation, formulation or preparation of the Sale, the Plan, the Plan Supplement, the Disclosure Statement, or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities or other debt obligation pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing, except for any act or omission that constitutes actual fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

The Debtors believe the third party release is entirely consensual under the established case law within in the United States Court of Appeals for the Eighth Circuit. *See In re U.S. Fidelis, Inc.*, 481 B.R. 503, 517 (Bankr. E.D. Mo. 2012). The Debtors will be prepared to meet their burden to establish the basis for the releases, exculpations, and injunctions provided by the Plan as part of Confirmation of the Plan.

As more fully explained above and in the Plan, the effect of this consensual third party release will be a full and final release of any and all causes of action and all other claims against certain parties as of the Effective Date of the Plan, to the extent such causes of action or claims relate, generally, to the subject matter of the Holders' Claim or the prior or existing business or operations of the Debtors. Such consensual release will include both known and unknown causes of action and claims. As described more fully in the Plan, the parties receiving releases include (a) the Debtors, (b) the Debtors' current and former officers, directors, and managers, (c) the Committee and the members thereof, and (d) each of the foregoing entities' respective predecessors, successors and assigns, and current and former stockholders, members, limited partners, general partners, equity holders, Affiliates and its and their subsidiaries, principals, partners, parents, equity holders, members, employees, agents, officers, directors, managers,

trustees, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants, in each case solely in their capacity as such.

5. Exculpation.

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, the Sale, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring, sale or liquidation of the Debtors, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence; *provided* that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. Without limiting the foregoing “Exculpation” provided under this Article VIII.E, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan.

6. Injunction.

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to Article VIII.C or Article VIII.D hereof; (3) are subject to exculpation pursuant to Article VIII.E hereof; or (4) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any Claims, Interests, Causes of Actions, or liabilities that have been compromised or settled against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (c) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities, unless such Entity has timely asserted such setoff or subrogation right prior to Confirmation in a document Filed with the Bankruptcy Court explicitly preserving such setoff or subrogation; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities released, settled, or compromised pursuant to the Plan; *provided* that nothing contained in the Plan shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of the Plan; *provided further*, that nothing contained in the Plan shall be construed to prevent any Entity from defending against Claims, objections, or collection actions whether be asserting a right of setoff or otherwise to the extent permitted by law.

7. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim, right, or Cause of Action of the Debtors, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

8. Subordination Rights.

Any distributions under the Plan to Holders shall be received and retained free from any obligations to hold or transfer the same to any other Holder and shall not be subject to levy, garnishment, attachment, or other legal process by any Holder by reason of claimed contractual subordination rights. Any such subordination rights shall be waived, and the Confirmation Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal, or equitable subordination rights to property distributed under the Plan, in each case other than as provided in the Plan.

9. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the Holder of such Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim as no longer contingent.

10. Special Provision Governing Accrued Professional Compensation Claims and Final Fee Applications.

For the avoidance of doubt, the provisions in Article VIII hereof shall not waive, affect, limit, restrict, or otherwise modify the right of any party in interest to object to any Accrued Professional Compensation Claim or final fee application Filed by any Professional in these Chapter 11 Cases.

K. Conditions Precedent to Confirmation and Consummation of the Plan.

1. Condition Precedent to the Effective Date.

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

(a) the Bankruptcy Court shall have entered the Confirmation Order, prepared in consultation with the Committee and in form and substance materially consistent with the Plan in all respects;

(b) all documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements; and

(c) the Debtors shall have funded the Professional Fee Escrow Account, as determined in the discretion of the Debtors in an amount reasonably acceptable to the Committee.

2. Waiver of Conditions.

The conditions to Confirmation of the Plan and to the Effective Date of the Plan set forth in Article IX.A of the Plan may be waived by consent of the Debtors, in consultation with the Committee, without notice, leave, or Order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

3. Effect of Non-Occurrence of Conditions to the Effective Date.

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the Debtors' Estates, any Holders, or any other Entity; or (3) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, the Debtors' Estates, any Holders, or any other Entity in any respect.

4. Substantial Consummation.

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

L. Modification, Revocation, or Withdrawal of the Plan.

1. Modification and Amendments.

Subject to the limitations contained in the Plan, with written consent of the Committee, the Debtors or the Plan Administrator, as applicable, reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors and the Plan Administrator, as applicable, expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, with the written consent of the Committee, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X hereof.

2. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

3. Revocation or Withdrawal of the Plan.

The Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw the Plan for any Debtor or all Debtors, prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan with respect to any Debtor, or if Confirmation or Consummation does not occur with respect to any Debtor, then: (1) the Plan with respect to such Debtor shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan with respect to such Debtor (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan with respect to such Debtor, and any document or agreement executed pursuant to the Plan with respect to such Debtor, shall be deemed null and void; and (3) nothing contained in the Plan with respect to such Debtor shall (a) constitute a waiver or release of any Claims or Interests, (b) prejudice in any manner the rights of the Debtors, the Debtors' Estates, or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors, the Debtors' Estates, or any other Entity.

M. Retention of Jurisdiction.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over the Chapter 11 Cases and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

(b) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

(c) resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Obligations pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Debtors or the Plan Administrator amending, modifying, or supplementing, after the Effective Date, pursuant to the Plan, any Executory Contracts or Unexpired Leases set forth on the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

(d) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

(e) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(f) ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

(g) adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving or commenced by a Debtor, the Estates, or the Plan Administrator that may be pending on or after the Effective Date;

(h) adjudicate, decide, or resolve any and all matters related to Causes of Action;

(i) enter and implement such Orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

(j) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

(k) resolve any cases, controversies, suits, disputes, or causes of action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, including obligations of the Plan Administrator;

(l) resolve any cases, controversies, suits, disputes, or causes of action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such Orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

(m) resolve any cases, controversies, suits, disputes, or causes of action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI hereof;

- (n) enter and implement such Orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- (o) adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;
- (p) hear and determine disputes arising in connection with the interpretation, implementation, modification, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
- (q) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (r) hear and determine disputes arising in connection with the Sale, including the interpretation, implementation, modification, or enforcement of the Sale Order, the Purchase Agreement, and Agency Agreement;
- (s) enforce all Orders previously entered by the Bankruptcy Court;
- (t) hear any other matter not inconsistent with the Bankruptcy Code;
- (u) enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof;
and
- (v) enter an Order concluding or closing the Chapter 11 Cases.

N. Miscellaneous Provisions.

1. Immediate Binding Effect.

Subject to the terms hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Debtors' Estates, the Plan Administrator, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, or injunctions described in the Plan, each Entity acquiring property under the Plan, the Sale Order, or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

2. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, to the extent not otherwise inconsistent with the terms of the Plan. The Debtors and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

3. Payment of Statutory Fees.

Fees payable pursuant to section 1930 of title 28 of the United States Code (including, without limitation, the U.S. Trustee Fees) shall be paid on the earlier of the date such fees are due or the Effective Date, or as soon thereafter as practicable. From and after the Effective Date, the Debtors and the Plan Administrator shall be jointly liable for and shall pay the fees assessed against the Estates under 28 U.S.C. § 1930 until the Chapter 11 Cases are converted,

dismissed or closed, whichever occurs first. In addition, the Debtors and/or the Plan Administrator shall file any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing, in conformity with the U.S. Trustee guidelines. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

4. Dissolution of the Committee.

On the Effective Date, the Committee shall dissolve and members thereof shall be compromised, settled, and released from all rights and duties from or related to the Chapter 11 Cases, except the Committee will remain intact solely with respect to the preparation, filing, review, and resolution of applications for Accrued Professional Compensation Claims and any appeal of the Confirmation Order. The Debtors and the Plan Administrator, as applicable, shall pay any reasonable and documented fees or expenses incurred after the Effective Date by the Committee or members thereof that are incurred in conformance with the provisions of this paragraph.

5. Reservation of Rights.

The Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by the Debtors or any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

6. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

7. Service of Documents.

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors *prior to the Effective Date* shall be served on:

G-Estate Liquidation Stores, Inc. (f/k/a Gordmans Stores, Inc.)
13917 Gold Circle, Suite 200
Omaha, Nebraska 68144
Attn: Legal Department

with copies to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: Patrick J. Nash, P.C.
Brad Weiland
Jamie R. Netznik

and

Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, Nebraska 68102
Attn: Jeffrey T. Wegner
Lisa M. Peters

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Plan Administrator or, *after the Effective Date*, the Debtors, shall be served on the Plan Administrator, as set forth in the Plan Supplement.

Any pleading, notice or other document required by the Plan to be served on or delivered to the Committee shall be served on:

Frost Brown Todd LLC
3300 Great American Tower
301 East Fourth Street
Cincinnati, Ohio 45202
Attn: Ronald E. Gold
Douglas L. Lutz
and

Koley Jessen P.C., L.L.O.
1125 South 103rd Street
Suite 800
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Attn: Brian J. Koenig

After the Effective Date, the Debtors or the Plan Administrator, as applicable, have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

8. Entire Agreement.

Except as otherwise indicated, the Plan, the Confirmation Order, and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

9. Non-Severability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall not alter or interpret such term or provision to make it valid or enforceable; *provided* that at the request of the Debtors (in their sole discretion), the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such terms or provision shall then be applicable as altered or interpreted provided that any such alteration or interpretation shall be acceptable to the Debtors. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

10. Waiver or Estoppel.

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court before the Confirmation Date.

11. Enforcement of the Confirmation Order.

On and after the Effective Date, the Debtors, the Purchaser, the JV Agent, and the Plan Administrator, as applicable, shall be entitled to enforce the terms of the Confirmation Order and the Plan.

ARTICLE VIII

STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

The following is a brief summary of the confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and to consult their own advisors with respect to the summary provided in this Disclosure Statement.

A. *Confirmation Hearing.*

Section 1128(a) of the Bankruptcy Code requires a bankruptcy court, after notice, to conduct a hearing to consider confirmation of a chapter 11 plan. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan. **The Bankruptcy Court has scheduled the Confirmation Hearing for [●], 2017, at [● a/p.m.], prevailing Central Time.** The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or the Filing of a notice of such adjournment served in accordance with the order approving this Disclosure Statement and Solicitation Procedures. Any objection to the Plan must: (1) be in writing; (2) conform to the Bankruptcy Rules and the Local Rules for the United States Bankruptcy Court for the District of Nebraska; (3) state the name, address, phone number, and email address of the objecting party and the amount and nature of the Claim or Interest of such entity, if any; (4) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (5) be Filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is actually received by the following notice parties set forth below no later than the Plan Objection Deadline. **Unless an objection to the Plan is timely served and Filed, it may not be considered by the Bankruptcy Court.**

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U.S. Trustee

OFFICE OF THE UNITED STATES TRUSTEE
The District of Nebraska
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B. Confirmation Standards.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code and that they have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable confirmation requirements of section 1129 of the Bankruptcy Code, including those set forth below.

1. Feasibility.

The Bankruptcy Code requires that to confirm a chapter 11 plan, the Bankruptcy Court must find that confirmation of such plan is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor(s) unless contemplated by the plan.

The Plan provides for the liquidation and distribution of the Debtors' assets. Accordingly, the Debtors believe that all Plan obligations will be satisfied without the need for further reorganization of the Debtors.

2. Best Interests of Creditors—Liquidation Analysis.

Notwithstanding acceptance of the Plan by a voting Impaired Class, to confirm the Plan, the Bankruptcy Court must still independently determine that the Plan is in the best interests of each Holder of a Claim or Interest in any such Impaired Class that has not voted to accept the Plan, meaning that the Plan provides each such Holder with a recovery that has a value at least equal to the value of the recovery that each such Holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. Accordingly, if an Impaired Class does not unanimously vote to accept the Plan, the best interests test requires the Bankruptcy Court to find that the Plan provides to each member of such Impaired Class a recovery on account of the Class member's Claim or Interest that has a value, as of the Effective Date, at least equal to the value of the recovery that each such Class member would receive if the Debtors were liquidated under chapter 7.

The Debtors believe that the Plan satisfies the best interests test because, among other things, the recoveries expected to be available to Holders of Allowed Claims under the Plan will be greater than the recoveries expected to be available in a chapter 7 liquidation, as discussed more fully below.

In a typical chapter 7 case, a trustee is elected or appointed to liquidate a debtor's assets and to make distributions to creditors in accordance with the priorities established in the Bankruptcy Code. Generally, secured creditors are paid first from the proceeds of sales of their collateral. If any assets remain in the bankruptcy estate after satisfaction of secured creditors' claims from their collateral, administrative expenses are next to be paid. Unsecured creditors are paid from any remaining sale proceeds, according to their respective priorities. Unsecured creditors with the same priority share in proportion to the amount of their allowed claims in relationship to the total amount of allowed claims held by all unsecured creditors with the same priority. Finally, interest holders receive the balance that remains, if any, after all creditors are paid.

Substantially all of the assets of the Debtors' business were liquidated through the Sale Transaction in accordance with the Purchase Agreement. Although the Plan effects a liquidation of the Debtors' remaining assets and a chapter 7 liquidation would achieve the same goal, the Debtors believe that the Plan provides a greater recovery to Holders of Allowed General Unsecured Claims than would a chapter 7 liquidation. Liquidating the Debtors' Estates

under the Plan likely provides Holders of Allowed General Unsecured Claims with a larger, more timely recovery in part because of the expenses that would be incurred in a chapter 7 liquidation, including the potential added time (thereby reducing the present value of any recovery for Holders) and expense incurred by the chapter 7 trustee and any retained professionals in familiarizing themselves with the Chapter 11 Cases. *See, e.g.*, 11 U.S.C. § 326(a) (providing for compensation of a chapter 7 trustee); 11 U.S.C. 503(b)(2) (providing administrative expense status for compensation and expenses of a chapter 7 trustee and such trustee's professionals). Such amounts, together with other wind-down costs, would likely exceed the amount of costs that the Plan Administrator and its professionals and agents would be expected to incur in connection with completing the liquidation of the Estates.

Additionally, the Estates would likely suffer additional delays, as a chapter 7 trustee and his/her counsel needs time to complete the necessary learning curve in order to complete the administration of the Estates. The conversion to chapter 7 would also require entry of a new bar date for filing claims that would be more than 90 days following conversion of the case to chapter 7. *See Fed. R. Bankr. P.* 1019(2); 3002(c). Thus, the amount of Claims ultimately filed and Allowed against the Debtors could materially increase, thereby further reducing creditor recoveries versus those available under the Plan. Accordingly, the Debtors believe that the Plan is in the best interests of creditors.

C. Alternative Plans.

The Debtors do not believe that there are any alternative plans for the reorganization or liquidation of the Debtors' Estates. The Debtors believe that the Plan, as described herein, enables Holders of Claims and Interests to realize the greatest possible value under the circumstances and that, compared to any alternative plan, the Plan has the greatest chance to be confirmed and consummated.

D. Acceptance by Impaired Classes.

The Bankruptcy Code requires, as a condition to Confirmation that, except as described in the following section, each class of claims or equity interests that is impaired under a plan accept the plan. A class that is not "impaired" under a plan is presumed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. Pursuant to section 1124 of the Bankruptcy Code, a class is "impaired" unless the plan: (1) leaves unaltered the legal, equitable, and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (2) cures any default, reinstates the original terms of such obligation, and compensates the applicable party in question; or (3) provides that, on the consummation date, the holder of such claim or equity interest receives cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the debtor may redeem the security.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired creditors as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject a plan. Votes that have been "designated" under section 1126(e) of the Bankruptcy Code are not included in the calculation of acceptance by a class of claims. Thus, a Class of creditor Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number actually voting cast their Ballots in favor of acceptance, subject to Article III of the Plan. Only Holders of Claims in the Voting Class will be entitled to vote on the Plan.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of interests as acceptance by holders of at least two-thirds in dollar amount of those interests who actually vote to accept or reject a plan. Votes that have been "designated" under section 1126(e) of the Bankruptcy Code are not included in the calculation of acceptance by a class of interests. Thus, a Class of Interests will have voted to accept the Plan only if two-thirds in amount actually voting cast their Ballots in favor of acceptance, not counting designated votes, subject to Article III of the Plan. No Class including Holders of Interests is entitled to vote on the Plan.

Article III.E of the Plan provides in full: "If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class." Such "deemed acceptance" by an impaired class in which no class members submit ballots satisfies section 1129(a)(10) of

the Bankruptcy Code. *See In re Tribune Co.*, 464 B.R. 126, 183 (Bankr. D. Del. 2011) (“Would ‘deemed acceptance’ by a non-voting impaired class, in the absence of objection, constitute the necessary ‘consent’ to a proposed ‘per plan’ scheme? I conclude that it may.” (footnote omitted)); *see also In re Adelphia Commc’ns Corp.*, 368 B.R. 14, 259–63 (Bankr. S.D.N.Y. 2007).

E. Confirmation Without Acceptance by All Impaired Classes.

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if Impaired Classes entitled to vote on the plan have not accepted it or if an Impaired Class is deemed to reject the Plan; provided that the plan is accepted by at least one Impaired Class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class’s rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent’s request, in a procedure commonly known as “cram down,” so long as the plan does not “discriminate unfairly” and is “fair and equitable” with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

1. No Unfair Discrimination.

This test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be “fair.” In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of Classes of Claims of equal rank (e.g., classes of the same legal character). The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Interests satisfy the foregoing requirements for nonconsensual Confirmation.

2. Fair and Equitable Test.

This test applies to classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in such class. As to the non-accepting class, the test sets different standards depending on the type of claims or interests in such class. As set forth below, the Debtors believe that the Plan satisfies the “fair and equitable” requirement because, for each applicable Class, there is no Class of equal priority receiving more favorable treatment and no Class that is junior to such dissenting Class that will receive or retain any property on account of the Claims or Interests in such Class.

(a) Secured Claims.

The condition that a plan be “fair and equitable” to a non-accepting class of secured claims includes the requirements that: (i) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (ii) each holder of a secured claim in the class receives deferred cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant’s interest in the debtor’s property subject to the liens.

(b) Unsecured Claims.

The condition that a plan be “fair and equitable” to a non-accepting class of unsecured claims requires that either: (i) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (ii) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

(c) Equity Interests.

The condition that a plan be “fair and equitable” to a non-accepting class of equity interests includes the requirements that either: (i) the plan provides that each holder of an equity interest in that class receives or retains

under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (A) the allowed amount of any fixed liquidation preference to which such holder is entitled; (B) any fixed redemption price to which such holder is entitled; or (C) the value of such interest; or (ii) if the class does not receive the amount as required under (i) hereof, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

ARTICLE IX

CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING

Holders of Claims should read and carefully consider the risk factors set forth below, as well as the other information set forth in this Disclosure Statement and the documents delivered together with this Disclosure Statement, referred to or incorporated by reference in this Disclosure Statement, before voting to accept or reject the Plan. These factors should not be regarded as constituting the only risks present in connection with the Debtors' businesses or the Plan and its implementation.

A. *Risk Factors that May Affect Recoveries Available to Holders of Allowed Claims Under the Plan.*

1. Actual Amounts of Allowed Claims May Differ from Estimated Amounts of Allowed Claims, Thereby Adversely Affecting the Recoveries of Some Holders of Allowed Claims.

The estimates of Allowed Claims and recoveries for Holders of Allowed Claims set forth in this Disclosure Statement are based on various assumptions. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may significantly vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the recoveries to Holders of Allowed Claims and Allowed Interests under the Plan. Some Holders are not entitled to any recovery pursuant to the terms of the Plan, and, depending on the accuracy of the Debtors' various assumptions, even those Holders entitled to a recovery under the terms of the Plan may ultimately receive no recovery.

2. The Debtors Cannot State with Certainty What Recovery Will Be Available to Holders of Allowed Claims in the Voting Class.

The Debtors cannot know with certainty, at this time, the number or amount of Claims in the Voting Class that will ultimately be Allowed and how the amount of Allowed Claims will compare to the estimates provided herein. For example, a number of Proofs of Claim allege Claims in an unliquidated amount that will require future resolution, making the amount of any Allowed Claim based on such Proof of Claim entirely speculative as of the date of this Disclosure Statement. In addition, the Debtors are continuing to review the Proofs of Claim filed in their Chapter 11 Cases. As such, the estimated amount of Claims may materially change due to the Debtors' ongoing review. Accordingly, because certain Claims under the Plan will be paid on a Pro Rata basis, the Debtors cannot state with certainty what recoveries will be available to Holders of Allowed Claims in the Voting Class.

3. Any Valuation of Any Assets to be Distributed under the Plan Is Speculative and Could Potentially Be Zero.

Any valuation of any of the assets to be distributed under the Plan is necessarily speculative, and the value of such assets could potentially be zero. Accordingly, the ultimate value, if any, of these assets could materially affect, among other things, recoveries to the Debtors' creditors, including Holders of Claims in the Voting Class.

4. The Debtors Cannot Guaranty Recoveries or the Timing of Such Recoveries.

Although the Debtors have made commercially reasonable efforts to estimate Allowed Claims, including Administrative Claims, Priority Tax Claims, and Other Priority Claims, it is possible that the actual amount of such Allowed Claims is materially higher than the Debtors' estimates. Creditor recoveries could be materially reduced or eliminated in this instance. In addition, the timing of actual distributions to Holders of Allowed Claims may be

affected by many factors that cannot be predicted. Therefore, the Debtors cannot guaranty the timing of any recovery on an Allowed Claim.

5. Certain Tax Implications of the Debtors' Bankruptcy.

Holders of Allowed Claims should carefully review Article X of this Disclosure Statement, "Certain United States Federal Income Tax Consequences," for a description of certain tax implications of the Plan and the Chapter 11 Cases.

B. *Certain Bankruptcy Law Considerations.*

The occurrence or nonoccurrence of any or all of the following contingencies, and any others, may affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a solicitation of the votes of Holders of Claims in such Impaired Classes.

1. Parties in Interest May Object to the Plan's Classification of Claims and Interests or the Amount of Such Claims or Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

Furthermore, certain parties in interest, including the Debtors, reserve the right, under the Plan, to object to the amount or classification of any Claim. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim when such Claim is or may be subject to an objection or is not yet Allowed. Any Holder of a Claim that is or may be subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

2. Failure to Satisfy Vote Requirements.

In the event that votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to pursue another strategy to wind down the Estates, such as an alternative chapter 11 plan, a dismissal of the Chapter 11 Cases and an out-of-court dissolution, an assignment for the benefit of creditors, a conversion to a chapter 7 case, or other strategies. There can be no assurance that the terms of any such alternative strategies would be similar or as favorable to the Holders of Allowed Claims and Allowed Interests as those proposed in the Plan.

3. The Debtors May Not Be Able to Secure Confirmation of the Plan.

The Debtors will need to satisfy section 1129 of the Bankruptcy Code, which sets forth the requirements for confirmation of a chapter 11 plan and requires, among other things, a finding by a bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims and interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or an Allowed Interest might challenge either the adequacy of this Disclosure

Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the Solicitation Procedures, and the voting results are appropriate, the Bankruptcy Court can still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation have not been met, including the requirement that the terms of the Plan do not “unfairly discriminate” and are “fair and equitable” to non-accepting Classes. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims and Allowed Interests will receive with respect to their Allowed Claims and Allowed Interests. The Bankruptcy Court, as a court of equity, may exercise substantial discretion.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications may result in a less favorable treatment of any Class than the treatment currently provided in the Plan. Such a less favorable treatment may include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation.

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents’ request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any “insider” in such class), and, as to each impaired class that has not accepted the plan, the Bankruptcy Court determines that the plan “does not discriminate unfairly” and is “fair and equitable” with respect to the dissenting classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual Confirmation in accordance with section 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation of the Plan may result in, among other things, increased expenses and the expiration of any commitment to provide support for the Plan, financially or otherwise.

5. Risk of Nonoccurrence of the Effective Date.

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether such an Effective Date will, in fact, occur.

6. Contingencies May Affect Votes of Impaired Classes to Accept or Reject the Plan.

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Claims to be Allowed. The occurrence of any and all such contingencies, which may affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

7. Risk Affecting Potential Recoveries of Holders of Claims in the Voting Class.

The Debtors cannot state with any degree of certainty what recovery will be available to Holders of Allowed Claims in the Voting Class. In particular, the Debtors cannot know, at this time, the number or size of Claims in the Voting Class which will ultimately be Allowed or how many assets will remain after paying all Allowed Claims which are senior to the Claims of Holders in the Voting Class. The ultimate amount of Allowed Claims in the Voting Class could materially reduce the recovery available to Holders of Allowed Claims in the Voting Class.

C. *Disclosure Statement Disclaimer.*

1. The Financial Information Contained in this Disclosure Statement Has Not Been Audited.

In preparing this Disclosure Statement, the Debtors and their advisors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information, and any conclusions or estimates

drawn from such financial information, provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant that the financial information contained herein, or any such conclusions or estimates drawn therefrom, is without inaccuracies.

2. Information Contained in this Disclosure Statement Is for Soliciting Votes.

The information contained in this Disclosure Statement is for the purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

3. This Disclosure Statement Was Not Reviewed or Approved by the United States Securities and Exchange Commission.

This Disclosure Statement was not filed with the United States Securities and Exchange Commission under the Securities Act or applicable state securities laws. Neither the United States Securities and Exchange Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibit or the statements contained in this Disclosure Statement.

4. This Disclosure Statement May Contain Forward Looking Statements.

This Disclosure Statement may contain "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as "may," "will," "might," "expect," "believe," "anticipate," "could," "would," "estimate," "continue," "pursue," or the negative thereof or comparable terminology. All forward looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The information contained herein is an estimate only, based upon information currently available to the Debtors.

5. No Legal or Tax Advice Is Provided to You by this Disclosure Statement.

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or an Interest should consult his or her own legal counsel, accountant, or other applicable advisor with regard to any legal, tax, and other matters concerning his or her Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

6. No Admissions Made.

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, Holders of Allowed Claims or Allowed Interests, or any other parties in interest.

7. Failure to Identify Litigation Claims or Projected Objections.

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Plan Administrator may seek to investigate, file, and prosecute Claims and Interests and may object to Claims or Interests after the Confirmation or Effective Date of the Plan irrespective of whether this Disclosure Statement identifies such Claims or Interests or objections to such Claims or Interests.

8. No Waiver of Right to Object to Claim or Interest.

The vote by a Holder of a Claim or Interest for or against the Plan does not constitute a waiver or release of any claims, causes of action, or rights of the Debtors (or any entity, as the case may be) to object to that Holder's

Claim or Interest, regardless of whether any claims or causes of action of the Debtors or their respective Estates are specifically or generally identified in this Disclosure Statement.

9. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors.

The Debtors' advisors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although the Debtors' advisors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not independently verified the information contained in this Disclosure Statement.

10. Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update.

The statements contained in this Disclosure Statement are made by the Debtors as of the date of this Disclosure Statement, unless otherwise specified in this Disclosure Statement, and the delivery of this Disclosure Statement after the date of this Disclosure Statement does not imply that there has not been a change in the information set forth in this Disclosure Statement since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. No Representations Outside this Disclosure Statement Are Authorized.

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors and the U.S. Trustee.

D. *Liquidation Under Chapter 7.*

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. As discussed above, conversion to chapter 7 would require the Debtors to incur expenses related to the chapter 7 trustee and additional retained professionals, and such expenses may decrease recoveries for Holders of Allowed Claims in the Voting Class. *See, e.g.*, 11 U.S.C. §§ 326(a), 503(b)(2). The conversion to chapter 7 would require entry of a new bar date, which may increase the amount of Allowed Claims and thereby reduce Pro Rata recoveries. *See* Fed. R. Bankr. P. 1019(2), 3002(c).

ARTICLE X

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the Debtors and to certain U.S. Holders and Non-U.S. Holders (each as defined below) of Claims. The following summary does not address the U.S. federal income tax consequences to Holders of Claims who are Unimpaired or otherwise entitled to payment in full in Cash under the Plan. This summary is based on the Internal Revenue Code of 1986, as amended (the “IRC”), the U.S. Treasury Regulations promulgated thereunder, judicial authorities, published administrative positions of the U.S. Internal Revenue Service (the “IRS”) and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained and the Debtors do not intend to seek a ruling from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts. No

assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

Except as specifically set forth below, this summary does not apply to Holders that are not U.S. Persons (as defined below) and does not address foreign, state, or local tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as Persons who are related to the Debtors within the meaning of the Tax Code, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax exempt organizations, governmental authorities or agencies, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, employees or persons who received their Claims pursuant to the exercise of an employee stock option or otherwise as compensation, persons who hold Claims or who will hold the Reorganized Global Holdings Interests as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and holders of Claims who are themselves in bankruptcy), unless otherwise specifically stated herein. Furthermore, this summary assumes that a Holder holds only Claims in a single Class and holds a Claim only as a “capital asset” (within the meaning of section 1221 of the Tax Code). This summary also assumes that the various debt and other arrangements to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors “solely as a creditor” for purposes of section 897 of the Tax Code. This summary does not discuss differences in tax consequences to a Holder that acts or receives consideration in a capacity other than as a Holder of a Claim of the same Class, and the tax consequences for such Holders may differ materially from that described below.

For purposes of this discussion, a “U.S. Holder” is a holder of a Claim that is: (1) an individual citizen or resident of the United States for U.S. federal income tax purposes; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over the trust’s administration and one or more United States persons have authority to control all substantial decisions of the trust or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. For purposes of this discussion, a “non-U.S. Holder” is any Holder of a Claim that is not a U.S. holder other than any partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the entity. Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM OR INTEREST. ALL HOLDERS OF CLAIMS OR INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

A. *Certain United States Federal Income Tax Consequences to Holders of Allowed Claims.*

1. Consequences to Holders of Allowed Other Priority Claims, Other Secured Claims, Secured Credit Facility Claims, and General Unsecured Claims.

Pursuant to the Plan, in full satisfaction and discharge of their claims, Holders of Allowed Other Priority Claims, Other Secured Claims, and Secured Credit Facility Claims will exchange such Claims for payment in full, and Holders of Allowed General Unsecured Claims will exchange such Claims for their Pro Rata share of Cash from the Plan Administrator Assets available to satisfy the General Unsecured Claims.

A U.S. Holder of Allowed Other Priority Claims, Other Secured Claims, Secured Credit Facility Claims, and General Unsecured Claims will be treated as receiving its distributions under the Plan in a taxable exchange under section 1001 of the Internal Revenue Code. Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount), each U.S. Holder of such Claims should recognize gain or loss equal to the difference between the (a) sum of the Cash received in exchange for the Claim, and (b) such U.S. Holder's adjusted basis, if any, in such Claim. A Holder's ability to deduct any loss recognized on the exchange of its Claims will depend on such Holder's own circumstances and may be restricted under the Internal Revenue Code.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR CLAIMS.

2. Accrued Interest.

A portion of the consideration received by Holders of Allowed Claims may be attributable to accrued interest on such Claims. Such amount should be taxable to that Holder as interest income if such accrued interest has not been previously included in the Holder's gross income for United States federal income tax purposes. Conversely, Holders of Claims may be able to recognize a deductible loss to the extent any accrued interest on the Claims was previously included in the Holder's gross income but was not paid in full by the Debtors.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to Holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan is binding for United States federal income tax purposes, while certain Treasury Regulations generally treat payments as allocated first to any accrued but unpaid interest and then as a payment of principal. The Internal Revenue Service could take the position that the consideration received by the Holder should be allocated in some way other than as provided in the Plan.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED INTEREST.

3. Market Discount.

Under the "market discount" provisions of the Internal Revenue Code, some or all of any gain realized by a Holder of a Claim who exchanges the Claim for an amount may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, in each case, by at least a *de minimis* amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a Holder on the taxable disposition of Allowed Claims (determined as described above) that were acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Allowed Claims were considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued).

4. Information Reporting and Backup Withholding.

In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder of a Claim may be subject to backup withholding (currently

at a rate of 28%) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally on Form W-9). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; *provided that* the required information is timely provided to the Internal Revenue Service.

The Debtors, or the applicable withholding agent, will withhold all amounts required by law to be withheld from payments of interest. The Debtors will comply with all applicable reporting requirements of the Internal Revenue Service.

THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF UNITED STATES FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTION CONTEMPLATED BY THE RESTRUCTURING, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

B. Certain United States Federal Income Tax Consequences to the Debtors.

Under the Internal Revenue Code, a taxpayer generally recognizes cancellation of debt income (“CODI”) to the extent that indebtedness of the taxpayer is cancelled for less than the amount owed by the taxpayer, subject to certain judicial or statutory exceptions. The most significant of these exceptions with respect to the Debtors is that taxpayers who are operating under the jurisdiction of a federal bankruptcy court are not required to recognize such income. In that case, however, the taxpayer must reduce its tax attributes, such as its net operating losses, general business credits, capital loss carryforwards, and tax basis in assets, by the amount of the CODI avoided. In this case, the Debtors expect that they may recognize significant CODI from the implementation of the Plan. As a result, the Debtors expect that their tax attributes may be reduced on account of such CODI. However, because the Debtors intend to liquidate, any remaining tax attributes will have no ongoing value to the Debtors or to the Holders of Claims.

ARTICLE XI

RECOMMENDATION OF THE DEBTORS

The Debtors believe that the Plan is in the best interests of all Holders of Claims against and Interests in the Debtors, and urge all Holders of Claims against and Interests in the Debtors entitled to vote to accept the Plan and to evidence such acceptance by returning their Ballots so they will be received by the Solicitation Agent by the Voting Deadline.

Dated: August 11, 2017

**G-ESTATE LIQUIDATION STORES, INC. (F/K/A
GORDMANS STORES, INC.)**

By: 

Name: Roger Glenn
Title: Authorized Officer

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EXHIBIT A

**Debtors' Joint Plan of Liquidation
Pursuant to Chapter 11 of the Bankruptcy Code**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

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

**DEBTORS' JOINT PLAN OF LIQUIDATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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Co-Counsel to the Debtors and Debtors in Possession

Dated: August 11, 2017

**THIS CHAPTER 11 PLAN IS BEING SUBMITTED FOR APPROVAL BY THE BANKRUPTCY COURT.
THIS CHAPTER 11 PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT.
ACCORDINGLY, THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE
CHAPTER 11 PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A
DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT.**

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, include: G-Estate Liquidation Stores, Inc., formerly known as Gordmans Stores, Inc. (1987); G-Estate Liquidation, Inc., formerly known as Gordmans, Inc. (1211); G-Estate Management Company, Inc., formerly known as Gordmans Management Company, Inc. (5281); G-Estate Distribution Company, Inc., formerly known as Gordmans Distribution Company, Inc. (5421); G-Estate Intermediate Holdings Corp., formerly known as Gordmans Intermediate Holdings Corp. (9938); and G-Estate Liquidation, LLC, formerly known as Gordmans LLC (1987). The location of the debtors' service address is: 13917 Gold Circle, Suite 200, Omaha, Nebraska 68144.

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INTRODUCTION

The Debtors propose the following *Debtors' Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* for the resolution of outstanding Claims against, and Interests in, the Debtors. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in Article I hereof. On March 13, 2017, the Bankruptcy Court entered an order [Docket No. 20] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). Reference is made to the Disclosure Statement, filed in connection herewith, for a discussion of the Debtors' history, as well as a summary and analysis of the Plan and certain related matters. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. *Defined Terms.*

As used in the Plan, capitalized terms have the meanings set forth below.

1. “*Accrued Professional Compensation Claims*” means, at any given moment, all Claims for accrued fees and expenses (including success fees) for services rendered by a Professional through and including the Confirmation Date, to the extent such fees and expenses have not been previously paid pursuant to the Interim Compensation Order or any other order of the Bankruptcy Court and regardless of whether a fee application has been Filed for such fees and expenses. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Accrued Professional Compensation Claim.

2. “*Acquired Assets*” shall have the meaning set forth in the Purchase Agreement.

3. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Debtors’ Estates pursuant to sections 503(b) or 507(a)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the applicable Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Accrued Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of title 28 of the United States Code, including but not limited to the U.S. Trustee Fees; (d) all Allowed reimbursable expenses of members of the Committee; (e) Allowed Claims under section 503(b)(9) of the Bankruptcy Code; and (f) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code.

4. “*Administrative Claims Bar Date*” means June 5, 2017, at 4:00 p.m., prevailing Central Time, for all Administrative Claims arising on or before the Administrative Claims Bar Date, and 30 days after the Effective Date for all Administrative Claims arising after the Administrative Claims Bar Date.

5. “*Administrative Claims Objection Bar Date*” means the first Business Day that is 150 days following the Effective Date, except as specifically set forth in the Plan or a Final Order, including, without limitation, the Bar Date Order.

6. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code.

7. “*Agency Agreement*” means that certain Agency Agreement, dated as of March 31, 2017, by and between the Debtors, the JV Agent, and the Purchaser.

8. “*Allowed*” means with respect to Claims: (a) any Claim proof of which is timely Filed by the Claims Bar Date (or for which Claim under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court a Proof of Claim is or shall not be required to be Filed); (b) any Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) any Claim allowed pursuant to a Final Order of the Bankruptcy Court; *provided* that, with respect to any Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance of such Claim has been interposed or such an objection is so interposed and the Claim shall have been Allowed for voting purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

9. “*Assigned Contracts*” means those Executory Contracts and Unexpired Leases assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement.

10. “*Assumed Obligations*” has the meaning set forth in the Purchase Agreement.

11. “*Avoidance Actions*” means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws, which was not conveyed to the Purchaser in connection with the Sale.

12. “*Ballot*” means the form distributed to Holders of Impaired Claims entitled to vote on the Plan on which such Holders may indicate acceptance or rejection of the Plan and make an election with respect to the third-party release provided by Article VIII.D hereof.

13. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

14. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Nebraska having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, pursuant to section 151 of title 28 of the United States Code, the United States District Court for the District of Nebraska.

15. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local, and chambers rules of the Bankruptcy Court.

16. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

17. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

18. “*Cash Collateral Order*” means the *Final Order Pursuant to §§ 105, 361, and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014 Granting Debtors’ Emergency Motion for Use of Cash Collateral* [Docket No. 335].

19. “*Causes of Action*” means any Claim, cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known,

unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, which was not specifically conveyed to the Purchaser in the documents approved by the Bankruptcy Court and evidencing the Sale and which was property of the Debtors or in which the Debtors held rights as of the Effective Date.

20. “*Chapter 11 Cases*” means the jointly administered chapter 11 cases of the Debtors pending before the Bankruptcy Court under the lead case of Gordmans Stores, Inc., *et al.*, No. 17-80304 (TLS) (Bankr. D. Neb.).

21. “*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against a Debtor.

22. “*Claims Bar Date*” means the bar date by which a Proof of Claim or Interest must be or must have been Filed, as established by (a) the Claims Bar Date Order, or (b) pursuant to the Plan.

23. “*Claims Bar Date Order*” means the *Order (I) Setting a Bar Date for Filing Proofs of Claim, Including Claims Arising Under Section 503(b)(9) of the Bankruptcy Code, (II) Setting a Bar Date for the Filing of Proofs of Claim by Governmental Units, (III) Setting a Bar Date for the Filing of Requests for Allowance of Administrative Expense Claims, (IV) Setting an Amended Schedules Bar Date, (V) Setting a Rejection Damages Bar Date, (VII) Approving the Form of and Manner for Filing Proofs of Claim, (VIII) Approving Notice of the Bar Dates* [Docket No. 428].

24. “*Claims Objection Bar Date*” means first Business Day that is 180 days after the Effective Date or such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court upon a motion Filed by the Plan Administrator served only on the Bankruptcy Rule 2002 service list (which motion to extend the objection deadline shall not be deemed a modification of the Plan).

25. “*Claims Register*” means the official register of Claims maintained by the Clerk of the Bankruptcy Court.

26. “*Class*” means a category of Holders of Claims or Interests as set forth in Article III.A hereof pursuant to section 1122(a) of the Bankruptcy Code.

27. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

28. “*Confirmation*” means the entry of a Confirmation Order on the docket of the Chapter 11 Cases.

29. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

30. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

31. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

32. “*Consummation*” means the occurrence of the Effective Date for the Plan.

33. “*Cure Obligations*” means: (a) all amounts (or such other amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults; and (b) any other obligations required to cure any nonmonetary defaults under any Executory Contract or Unexpired Lease that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

34. “*D&O Policies*” means all insurance policies (including any “tail policy”) of any of the Debtors for current or former directors’, managers’, and officers’ liability.

35. “*Debtors*” means, collectively, each of the following: (a) Gordmans Stores, Inc.; (b) Gordmans, Inc.; (c) Gordmans Management Company, Inc.; (d) Gordmans Distribution Company, Inc.; (e) Gordmans Intermediate Holdings Corp.; and (f) Gordmans LLC.

36. “*Designated Contract*” means an Executory Contract or Unexpired Lease listed as a “Designation Rights Contract” (as defined in the Purchase Agreement) pursuant to the Sale Order.

37. “*Disclosure Statement*” means *Disclosure Statement for the Debtors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]], as amended, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

38. “*Disclosure Statement Order*” means the Order approving the Disclosure Statement.

39. “*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed. For the avoidance of doubt, a Disputed Claim or Interest shall not include any Claim or Interest that has been disallowed under the Plan or by Final Order.

40. “*Distribution Record Date*” means the date for determining which Holders of Claims and Interests are eligible to receive distributions under the Plan, which date shall be the Confirmation Date.

41. “*Effective Date*” means the first Business Day upon which all of the conditions specified in Article IX.A hereof have been satisfied or waived. “*Substantial Consummation*” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

42. “*Entity*” has the meaning set forth in section 101(15) of the Bankruptcy Code.

43. “*Estate*” means, as to each Debtor, the estate created for the Debtor on the Petition Date pursuant to sections 301 and 541 of the Bankruptcy Code.

44. “*Exculpated Parties*” means, collectively: (a) each Debtor; (b) the Debtors’ current and former officers, directors, and managers; (c) each Debtor’s respective predecessors, successors and assigns, and current and former stockholders, members, limited partners, general partners, equity holders, Affiliates and its and their subsidiaries, principals, partners, parents, equity holders, members, employees, agents, officers, directors, managers, trustees, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants, in each case solely in their capacity as such; and (d) the Committee and the members thereof, and each of the Committee’s agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case solely in their capacity as such.

45. “*Exculpation*” means the exculpation provision set forth in Article VIII.E hereof.

46. “*Executory Contract*” means a contract entered into prior to the Petition Date to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

47. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or proof of Interest, the Notice and Claims Agent.

48. “*Final Cash Collateral Order*” means the *Final Order Pursuant to §§ 105, 361, and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014 Granting Debtors’ Emergency Motion for Use of Cash Collateral* [Docket No. 333].

49. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant 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* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

50. “*General Unsecured Claim*” means any Claim against the Debtors that is not otherwise paid in full during the Chapter 11 Cases and is not: (a) an Administrative Claim; (b) an Accrued Professional Compensation Claim; (c) a Priority Tax Claim; (d) an Other Priority Claim; (e) an Other Secured Claim; (f) a Secured Credit Facility Claim; (g) an Intercompany Claim; or (h) a Section 510(b) Claim.

51. “*Government Claims Bar Date*” means September 11, 2017, at 4:00 p.m., prevailing Central Time.

52. “*Governmental Unit*” has the meaning set forth in section 101(27) of the Bankruptcy Code.

53. “*Holder*” means any Entity holding a Claim or an Interest.

54. “*Impaired*” means, with respect to a Claim or Interest, or Class of Claims or Interests, “impaired” within the meaning of section 1124 of the Bankruptcy Code.

55. “*Indemnification Provisions*” means, except as may be otherwise modified pursuant to an Order of the Bankruptcy Court, each of the Debtors’ indemnification provisions currently in place as of the Effective Date, whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, management or indemnification agreements, or employment or other contracts, for their current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals and agents of the Debtors, as applicable, and such parties’ respective Affiliates.

56. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor.

57. “*Interest*” means any interest, equity, or share in the Debtors, including all options, warrants, or other rights to obtain such an interest or share in such Debtor, whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security, including any Claim subject to subordination under section 510(b) of the Bankruptcy Code arising therefrom.

58. “*Interim Compensation Order*” means the *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and Reimbursement of Creditors’ Committee Member Expenses, and (II) Granting Related Relief* [Docket No. 351].

59. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

60. “*JV Agent*” means the joint venture consisting of Tiger Capital Group, LLC and Great American Group WF, LLC.

61. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

62. “*Notice and Claims Agent*” means Epiq Bankruptcy Solutions, LLC, in its capacity as notice and claims agent for the Debtors.

63. “*Order*” means an order of the Bankruptcy Court.

64. “*Ordinary Course Professional*” means a professional employed by the Debtors in the ordinary course of business pursuant to the Ordinary Course Professionals Order.

65. “*Ordinary Course Professionals Order*” means the *Order Granting (I) Authority to Retain and Compensate Professionals Utilized in the Ordinary Course of Business and (II) Related Relief* [Docket No. 205].

66. “*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, Accrued Professional Compensation Claim, or an Administrative Claim, to the extent that such Claim has not already been paid during the Chapter 11 Cases.

67. “*Other Secured Claim*” means a Secured Claim against any of the Debtors that is not a Secured Credit Facility Claim.

68. “*Parent*” means Gordmans Stores, Inc.

69. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

70. “*Petition Date*” means March 13, 2017, the date on which the Debtors commenced the Chapter 11 Cases.

71. “*Plan*” means this *Debtors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, including all exhibits hereto, as may be amended, modified, or supplemented from time to time, in consultation with the Committee.

72. “*Plan Administrator*” means the person selected by the Committee and acceptable to the Debtors to administer the Plan Administrator Assets. For the avoidance of doubt, all costs, liabilities, and expenses reasonably incurred by the Plan Administrator, and any personnel employed by the Plan Administrator in the performance of the Plan Administrator’s duties, shall be paid from the Plan Administrator Assets.

73. “*Plan Administrator Assets*” means, on the Effective Date, all assets of the Estates vested in the Plan Administrator, and, thereafter, all assets held from time to time by the Plan Administrator.

74. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be Filed at least seven (7) days prior to the Confirmation Hearing, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, including: (a) a list of Executory Contracts and Unexpired Leases to be assumed pursuant to the Plan, and as may be amended by the Debtors in accordance with the Plan prior to the Effective Date; (b) a schedule of the Retained Causes of Action; and (c) identification and compensation of the Plan Administrator.

75. “*Priority Claims*” means, collectively, the: (a) Administrative Claims; (b) Priority Tax Claims; (c) Accrued Professional Compensation Claims; and (d) Other Priority Claims.

76. “*Priority Tax Claims*” means the Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

77. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

78. “*Professional*” means any Entity retained in the Chapter 11 Cases in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 326, 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code.

79. “*Professional Fee Escrow Account*” means an interest-bearing escrow account to hold and maintain an amount of Cash equal to the Professional Fee Escrow Amount funded by the Debtors as soon as reasonably practicable after the Effective Date and no later than the Effective Date solely for the purpose of paying all remaining Allowed and unpaid Professional Fee Claims. Such Cash shall remain subject to the jurisdiction of the Bankruptcy Court.

80. “*Professional Fee Escrow Amount*” means the aggregate Accrued Professional Compensation Claims through the Confirmation Date, as estimated in accordance with Article II.B of the Plan.

81. “*Proof of Claim*” means a proof of Claim or proof of Interest Filed against any of the Debtors in the Chapter 11 Cases.

82. “*Purchase Agreement*” means that certain Asset Purchase Agreement, dated March 31, 2017, by and between the Debtors and the Purchaser.

83. “*Purchaser*” means Specialty Retailers, Inc.

84. “*Released Parties*” means, collectively: (a) the Debtors; (b) the Debtors’ current and former officers, directors, and managers; (c) the Committee and the members thereof; and (d) each of the foregoing Entities’ respective predecessors, successors and assigns, and current and former stockholders, members, limited partners, general partners, equity holders, Affiliates and its and their subsidiaries, principals, partners, parents, equity holders, members, employees, agents, officers, directors, managers, trustees, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants, in each case solely in their capacity as such.

85. “*Releasing Parties*” means, collectively: (a) the Released Parties; (b) all Holders of Claims and Interests who are deemed to accept the Plan; (c) all Holders of Claims who vote to accept the Plan; (d) all Holders of Claims entitled to vote on the Plan who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (e) all Holders of Claims entitled to vote on the Plan who vote to reject the Plan and who do not opt out of the releases provided by the Plan; and (f) with respect to each of the foregoing Entities, their predecessors, successors and assigns, and current and former stockholders, members, limited partners, general partners, equity holders, Affiliates and its and their subsidiaries, principals, partners, parents, equity holders, members, employees, agents, officers, directors, managers, trustees, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants, in each case solely in their capacity as such.

86. “*Retained Causes of Action*” means all claims and Causes of Action of the Debtors identified in the Plan Supplement.

87. “*Sale*” means the sale of substantially all of the Debtors’ assets pursuant to the Sale Order.

88. “*Sale Order*” means the *Order Pursuant to Sections 105(a), 363, 365 and 554 of the Bankruptcy Code (I) Approving the Debtors’ Entry Into Agency Agreement and Asset Purchase Agreement, (II) Authorizing the Debtors to Sell Certain Merchandise Through Liquidation Sales, (III) Authorizing the Abandonment of Unsold Property, (IV) Authorizing the Sale of Certain of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, and (V) Granting Related Relief* [Docket No. 330], entered by the Bankruptcy Court on April 6, 2017.

89. “*Sale Proceeds*” means all Cash proceeds from the Sale.

90. “*Schedules*” means, collectively, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

91. “*Section 510(b) Claims*” means any Claim against any Debtor arising from rescission of a purchase or sale of a security of any Debtor or an Affiliate of any Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

92. “*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such 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 (b) otherwise Allowed pursuant to the Plan as a Secured Claim.

93. “*Secured Credit Facility*” means that certain Loan, Guaranty and Security Agreement, dated as of February 20, 2009 (as amended, supplemented, or otherwise modified from time to time), among the Debtors, the Credit Administrative Agent, and each of the lenders from time to time party thereto, which the Debtors paid in full on April 7, 2017.

94. “*Secured Credit Facility Agent*” means Wells Fargo Bank, N.A., as administrative agent and term agent for the lenders and term lenders under the Secured Credit Facility.

95. “*Secured Credit Facility Claim*” means any and all accrued, outstanding Claims arising under or related to the Secured Credit Facility.

96. “*Solicitation Date*” means the date upon which the Debtors commenced the solicitation process in accordance with the Disclosure Statement Order.

97. “*Subordinated Claim*” means any Claim that is subject to subordination, including any Claims arising from rescission of a purchase or sale of a Security of any Debtor or an Affiliate of any Debtor, which Security is not an Interest, for damages arising from the purchase or sale of such a Security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

98. “*U.S. Trustee*” means the United States Trustee for the District of Nebraska.

99. “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

100. “*Unexpired Lease*” means a lease of nonresidential real property entered into prior to the Petition Date, to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

101. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

B. *Rules of Interpretation.*

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) except as otherwise provided, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) except as otherwise provided, any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the terms of the Plan; (4) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan or hereto; (5) unless otherwise stated, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a

particular portion of the Plan; (6) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (7) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation;” (8) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (9) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (10) any docket number references in the Plan shall refer to the docket number of any document Filed with the Bankruptcy Court in the Chapter 11 Cases; (11) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (12) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (13) any effectuating provisions may be interpreted by the Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, Order, or approval of the Bankruptcy Court or any other Entity; (14) except as otherwise provided, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter; and (15) references to docket numbers are references to the docket numbers of documents filed in the Chapter 11 Cases under the Bankruptcy Court’s CM/ECF system.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflict of laws principles.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control. In the event of an inconsistency between the Plan and the Plan Supplement, the Plan shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

ARTICLE II.

TREATMENT OF CLAIMS AND INTERESTS

A. Administrative Claims.

Subject to the provisions of sections 327, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed Administrative Claim and, as applicable, the Debtors or the Plan Administrator agree to less favorable treatment or has been paid by any applicable Debtor prior to the Effective Date, the Debtors or the Plan Administrator shall pay each Holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed

Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if an Administrative Claim is Allowed after the Effective Date, on the date such Administrative Claim is Allowed or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (3) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Plan Administrator, as applicable; or (4) at such time and upon such terms as set forth in an Order of the Bankruptcy Court; *provided* that any Administrative Claim that has been assumed by the Purchaser pursuant to the Purchase Agreement shall not be an obligation of the Debtors.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the Claims Bar Date Order) or as provided by this Article II, unless previously Filed, requests for payment of Administrative Claims, other than requests for payment of Accrued Professional Compensation Claims and Allowed reimbursable expenses of members of the Committee, must be Filed and served on the Debtors or the Plan Administrator, as the case may be, no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that have not Filed and served such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or the Plan Administrator, and such Administrative Claims shall be deemed compromised, settled, and released as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

B. Professional Compensation Claims.

Final applications of Professionals for services rendered prior to the Effective Date shall be filed no later than 45 days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court Orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by the Bankruptcy Court. Once approved by the Bankruptcy Court, Allowed Accrued Professional Compensation Claims shall be promptly paid from the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the amount of Accrued Professional Compensation Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan.

1. Professional Fee Escrow Account.

The Debtors shall fund the Professional Fee Escrow Account in the amount of the aggregate Professional Fee Escrow Amount for all Professionals on the Effective Date with any and all funds remaining in the Carve Out and the Carveout Reserve (each as defined in the Cash Collateral Order) and, to the extent necessary, the Debtors' Cash on hand. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates or of the Plan Administrator; *provided* that the Estates shall have a reversionary interest in the excess amount, if any, remaining in the Professional Fee Escrow Account when all such Allowed amounts owing to Professionals have been paid in full, and any remaining amount in the Professional Fee Escrow Account shall promptly be transferred to the Estates and shall be distributed by the Plan Administrator in accordance with the Plan without any further action or order of the Bankruptcy Court.

2. Professional Fee Escrow Amount.

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate their Accrued Professional Compensation Claims before and as of the Confirmation Date and shall deliver such estimate to the Debtors no later than three (3) Business Days before the Confirmation Date; *provided* that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional; *provided, further*, that such estimate shall not be binding or considered an admission with respect to the fees and expenses of such Professional.

3. Post-Effective Date Fees and Expenses.

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Plan Administrator may employ and pay any Professional in the ordinary course of business without any further notice to or action, Order, or approval of the Bankruptcy Court.

C. *Priority Tax Claims.*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

D. *U.S. Trustee Statutory Fees.*

The Debtors or the Plan Administrator, as applicable, shall pay all U.S. Trustee Fees for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

ARTICLE III.

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and Accrued Professional Compensation Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in this Article III.

A. *Summary of Classifications.*

All Claims and Interests, other than Administrative Claims, Priority Tax Claims, and Accrued Professional Compensation Claims, are classified in the Classes set forth below for all purposes, including voting, Confirmation, and distributions under the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest shall be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. The Debtors reserve the right to withdraw the Plan with respect to one or more Debtors while seeking Confirmation or approval of the Plan with respect to all other Debtors. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Claims shall be treated as set forth in Article III hereof.

The table below summarizes the classification and treatment of all classified Claims and Interests under the Plan.

Class	Claims and Interests	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)

Class	Claims and Interests	Status	Voting Rights
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
3	Secured Credit Facility Claims	Unimpaired	Not Entitled to Vote (Conclusively Presumed to Accept)
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Interests in Parent	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

Except to the extent that the Debtors or the Plan Administrator, as applicable, and a Holder of an Allowed Claim or Interest, as applicable, agrees to a less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, each Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date (or, if payment is not then due, in accordance with its terms in the ordinary course) or as soon as reasonably practicable thereafter, the timing of which shall be subject to the reasonable discretion of the Debtors or the Plan Administrator, as applicable.

1. Class 1 – Other Priority Claims.

- (A) *Classification:* Class 1 consists of all Other Priority Claims against any Debtor.
- (B) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed Other Priority Claim, each Holder of such Allowed Other Priority Claim shall be paid in full in Cash on the later of (i) the Effective Date (or as soon as reasonably practicable thereafter) and (ii) fifteen (15) Business Days following the date on which such Claim becomes an Allowed Other Priority Claim.
- (C) *Voting:* Class 1 is Unimpaired, and Holders of Allowed Class 1 Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Secured Claims.

- (A) *Classification:* Class 2 consists of all Other Secured Claims against any Debtor.
- (B) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed Other Secured Claim, each Holder of such Allowed

Other Secured Claim shall, at the option of the Debtors (in consultation with the Committee) before the Effective Date, or the Plan Administrator after the Effective Date, either (i) receive payment in full in Cash of such Holder's Allowed Other Secured Claim, (ii) receive the collateral securing any such Allowed Other Secured Claim, or (iii) receive other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, in each case on the later of the Effective Date and the date such Claim becomes an Allowed Other Secured Claim, or as soon as reasonably practicable thereafter.

(C) *Voting:* Class 2 is Unimpaired, and Holders of Class 2 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – Secured Credit Facility Claims.

(A) *Classification:* Class 3 consists of all Secured Credit Facility Claims.

(B) *Treatment:* Except to the extent that a Holder of an Allowed Secured Credit Facility Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each Allowed Secured Credit Facility Claim, each Holder of such Allowed Secured Credit Facility Claim shall receive payment in full in Cash of such Holder's Allowed Secured Credit Facility Claim.

(C) *Voting:* Class 3 is Unimpaired, and Holders of Class 3 Secured Credit Facility Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – General Unsecured Claims.

(A) *Classification:* Class 4 consists of all General Unsecured Claims against any Debtor.

(B) *Treatment:* Except to the extent that a Holder of an Allowed Class 4 General Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Class 4 General Unsecured Claim, each such Holder thereof shall receive its Pro Rata share of Cash from the Plan Administrator Assets available to satisfy the General Unsecured Claims in accordance with the priorities set forth in the Plan, if the Allowed Class 4 Claim is held by a Holder that votes to accept the Plan.

(C) *Voting:* Class 4 is Impaired, and Holders of Class 4 General Unsecured Claims against the Debtors are entitled to vote to accept or reject the Plan.

5. Class 5 – Section 510(b) Claims.

(A) *Classification:* Class 5 consists of all Section 510(b) Claims.

(B) *Treatment:* Class 5 Section 510(b) Claims shall canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Class 5 Claim will not receive any distribution on account of such Class 5 Claim. The Debtors are not aware of any valid Section 501(b) Claims and believe that no such Section 510(b) Claims exist.

(C) *Voting:* Class 5 is Impaired, and Holders of Class 5 Section 510(b) Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 5 Claims are not entitled to vote to accept or reject the Plan.

6. Class 6 – Intercompany Claims.

(A) *Classification:* Class 6 consists of all Intercompany Claims.

(B) *Treatment:* Class 6 Claims will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Class 6 Claim will not receive any distribution on account of such Class 6 Claim.

(C) *Voting:* Class 6 is Impaired. Each Holder of a Class 6 Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.

7. Class 7 – Interests in Parent.

(A) *Classification:* Class 7 consists of all Interests in the Parent.

(B) *Treatment:* Class 7 Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of Class 7 Interests will not receive any distribution on account of such Class 7 Interests.

(C) *Voting:* Class 7 is Impaired. Each Holder of Class 7 Interests is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors, the Estates, or the Plan Administrator, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs, recoupments, or counterclaims against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. *Voting Class; Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class.

F. *Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors

reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan. The Exculpation and the release provisions included in the Plan are an integral part of the Debtors' overall restructuring efforts. The Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to, among other things, negotiate and implement the Plan, which will maximize and preserve the value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

Importantly, (a) all Holders of Claims or Interests that vote to accept or are deemed to accept the Plan, (b) all Holders of Claims or Interests that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan, and (c) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan, will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and Causes of Action against the Debtors and the Released Parties. The releases are an integral element of the Plan, necessary to bring finality to these Chapter 11 Cases, and supported by the Debtors' business judgment rule. Based on the foregoing, the Debtors believe that the releases and exculpations in the Plan are necessary and appropriate and meet the requisite legal standards. As discussed below, the Committee has conducted diligence and investigated issues related to the proposed releases and Exculpation set forth in the Plan and the Committee does not oppose said releases and Exculpation.

B. The Plan Administrator.

1. Rights and Powers of the Plan Administrator.

On the Effective Date, the Plan Administrator shall be appointed. The Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by

the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of any and all persons acting as directors and officers of the Debtors shall be deemed to have resigned, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Debtors and shall succeed to all of the powers of the Debtors' directors and officers under applicable law or otherwise.

Among other things, the Plan Administrator shall be responsible for: (a) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible; (b) resolving Disputed Claims; (c) making all distributions to Holders of Allowed Claims in accordance with the Plan; (d) pursuing or otherwise commencing and litigating any Causes of Action (other than those released herein or pursuant to any prior settlement approved by the Bankruptcy Court), and only to the extent the benefits of such enforcement or prosecution are reasonably believed by the Plan Administrator to outweigh the costs associated therewith; (e) filing appropriate tax returns; and (f) administering the Plan in an efficacious manner. The Plan Administrator shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (i) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (ii) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

2. Plan Administrator Assets.

On the Effective Date, the Plan Administrator Assets shall vest automatically in the Plan Administrator free and clear of all Liens, claims, encumbrances, and other interests. The Plan shall be considered a motion pursuant to sections 105, 363, and 365 of the Bankruptcy Code for such relief. The transfer of the Plan Administrator Assets to the Plan Administrator shall be made for the benefit and on behalf of Holders of Claims receiving a distribution from proceeds of the Plan Administrator Assets. The Plan Administrator shall not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth herein. In connection with the transfer of the Plan Administrator Assets, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Plan Administrator will vest in the Plan Administrator and its representatives, and the Debtors and the Plan Administrator are authorized to take all necessary actions to effectuate the transfer of such privileges to the Plan Administrator.

3. Fees of the Plan Administrator and Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with the Plan Administrator's duties shall be paid on a monthly basis without any further notice to or action, Order, or approval of the Bankruptcy Court, in Cash if such amounts relate to any actions taken hereunder; *provided* that the Plan Administrator will only be reimbursed for its reasonable and documented out-of-pocket costs and expenses in accordance with a budget that is acceptable to the Plan Administrator and the Committee.

C. *Sources of Consideration for Plan Distributions.*

The Debtors' Cash on hand, the Sale Proceeds, all Causes of Action not previously settled, released, or exculpated under the Plan, the Debtors' rights under the Purchase Agreement and Agency Agreement, and the Plan Administrator Assets shall be used to fund the distributions to Holders of Allowed Claims against the Debtors in accordance with the treatment of such Claims and subject to the terms provided herein.

D. *Release of Liens.*

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised.

E. Preservation of Causes of Action.

Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors shall convey to the Plan Administrator all rights to commence, prosecute or settle, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, which shall vest in the Plan Administrator pursuant to the terms of the Plan. The Plan Administrator may enforce all rights to commence, prosecute, or settle, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Plan Administrator's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Plan Administrator may, in its reasonable business judgment, pursue such Causes of Action and may retain and compensate professionals in the analysis or pursuit of such Causes of Action to the extent the Plan Administrator deems appropriate, including on a contingency fee basis. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Plan Administrator will not pursue any and all available Causes of Action against them. The Debtors and the Plan Administrator expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan; *provided* that the Debtors, in consultation with the Committee before the Effective Date or the Plan Administrator after the Effective Date, may prosecute any such Cause of Action against any party only in connection with their objection to and resolution of any Claim asserted by such party. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Plan Administrator expressly reserves all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. The Plan Administrator reserves and shall retain the foregoing Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The Plan Administrator shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

F. Corporate Action.

Upon the Effective Date, by virtue of the solicitation of votes in favor of the Plan and entry of the Confirmation Order, all actions contemplated by the Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates.

The Plan Administrator shall be authorized to dissolve each (or any) of the Debtors at any time following the Effective Date as determined to be appropriate or necessary by the Plan Administrator, in its reasonable discretion.

On the Effective Date, the terms of all directors, managers, and officers of all Debtors shall be deemed to have expired, all such directors, managers, and officers shall be released of their duties, and all actions solely in furtherance of the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by the Debtors, Holders of Claims or Interests, directors, managers, or officers of the Debtors, or any other Entity or Person, including the transfer of assets of the Debtors to the Plan Administrator and the dissolution or winding up of the Debtors. The directors, managers, and officers of the Debtors and the Plan Administrator, as applicable, shall be authorized to execute, deliver, file, or record such contracts, instruments, release, and other agreements or documents and take such other actions as they may deem in their sole discretion necessary or appropriate to effectuate and implement the provisions of the Plan. The authorizations and approvals contemplated by this Article IV.F shall be effective notwithstanding any requirements under non-bankruptcy law.

G. Cancellation of Securities and Agreements.

On the Effective Date, except to the extent otherwise provided in the Plan or the Purchase Agreement, all notes, instruments, Certificates, and other documents evidencing, or in any way related to, Claims or Interests shall be canceled and the obligations of the Debtors thereunder or in any way related thereto shall be released, settled, and compromised; *provided* that the survival of any rights or notes, instruments, Certificates, and other documents evidencing Claims or Interests shall not give rise to any Claims against any Entity (including the Debtors) or any Entity's officers, managers, directors, representatives, and agents for fees, expenses, or otherwise.

H. Effectuating Documents; Further Transactions.

Prior to the Effective Date, the Debtors are, and on and after the Effective Date, the Plan Administrator, and the officers and members thereof are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

I. Exemption from Certain Taxes and Fees.

Any post-Confirmation transfer from any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (2) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

J. Limited Substantive Consolidation.

The Plan shall serve as a motion by the Debtors seeking entry of an order substantively consolidating each of the Estates of the Debtors into a single consolidated Estate solely for purposes of voting, Confirmation, and distribution. For the avoidance of doubt, the Plan shall not serve as a motion by the Debtors seeking entry of an order substantively consolidating the Debtors for any other purposes. Notwithstanding anything in this Article IV.J of the Plan, all distributions under the Plan shall be made in accordance with Article VI of the Plan.

If the Debtors' Estates are substantively consolidated in accordance with this Article IV.J, then, on and after the Effective Date, all assets and liabilities (including Allowed Claims) of the Debtors shall be treated as though they were merged into one Estate solely for purposes of voting, Confirmation, and distribution. The limited substantive consolidation described herein shall not affect the legal and organizational structure of the Debtors or their separate corporate existences or any prepetition or postpetition guarantees, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, or, with respect to Executory Contracts or Unexpired Leases that were assumed or entered into during the Chapter 11 Cases, if any. **Moreover, any alleged defaults under any applicable agreement with the Debtors or their respective Affiliates arising from substantive consolidation under the Plan shall be deemed waived or otherwise cured as of the Effective Date.**

If the Debtors' Estates are not substantively consolidated in accordance with this Article IV.J, then: (1) the Plan shall be deemed to constitute a separate sub-plan for each of the Debtors and each Class of Claims against or Interests in the Debtors shall be deemed to constitute separate sub-Classes of Claims against and Interests in each of the Debtors, as applicable; (2) the Confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied separately with respect to each sub-plan; (3) any Claim against any of the Debtors shall be treated as a Claim only against the applicable Debtor, as applicable, for purposes of voting and Confirmation; (4) such Claims

shall be administered as provided in the Plan; (5) the portion of the Plan Administrator Assets available for distributions to Holders of General Unsecured Claims against each Debtor shall be equal to the proportion that the Allowed General Unsecured Claims against each Debtor bears to the aggregate amount of Allowed General Unsecured Claims against all of the Debtors; and (6) the Debtors shall not, nor shall they be required to, re-solicit votes with respect to the Plan, nor will the failure of the Bankruptcy Court to approve limited substantive consolidation of the Debtors alter the distributions set forth in the Plan.

Notwithstanding the substantive consolidation provided for herein, nothing shall affect the obligation of each and every Debtor to pay the quarterly fees to the U.S. Trustee until such time as a particular Chapter 11 Case is closed, dismissed, or converted.

K. D&O Policies.

The Debtors shall be deemed to have assumed all of the Debtors' D&O Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date, and coverage for defense and indemnity under any of the D&O Policies shall remain available to all individuals within the definition of "Insured" in any of the D&O Policies. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the unexpired D&O Policies. Notwithstanding anything to the contrary contained in the Plan, and except as otherwise may be provided in an Order from the Bankruptcy Court, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed. Provided, however, that the Holder(s) of a Claim for an indemnity obligation will look only to the D&O Policies for recovery and not the Estates.

L. Administrative Claims Bar Date.

Except as otherwise provided for herein, unless previously filed, requests for payment of Administrative Claims must be filed and served pursuant to the procedures specified in the Confirmation Order and prior to the Administrative Claims Bar Date. Holders of Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Plan Administrator, or the Plan Administrator Assets, and such Administrative Claims shall be deemed discharged as of the Effective Date.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, including, without limitation, any employee benefit plans, severance plans, and other Executory Contracts under which employee obligations arise, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with Confirmation of the Plan, or is specifically scheduled to be assumed or assumed and assigned pursuant to the Plan or the Plan Supplement; (2) is subject to a pending motion to assume such Unexpired Lease or Executory Contract as of the Effective Date; (3) is to be assumed or assumed and assigned to the Purchaser or another third party, as applicable, in connection with the Sale; (4) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; (5) is a D&O Policy; (6) is the Purchase Agreement; or (7) is the Agency Agreement. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided in the Plan Supplement, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

Any Cure Obligations under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Obligation in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to the limitations described below, by the Debtors as an Administrative Claim or by the Purchaser in accordance with the Purchase Agreement, as applicable, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of the Cure Obligation, (2) the ability of the Debtors' Estates or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the Cure Obligations required by section 365(b)(1) of the Bankruptcy Code shall be satisfied following the entry of a Final Order or Orders resolving the dispute and approving the assumption.

Unless otherwise provided by an Order of the Bankruptcy Court, at least ten (10) days before the Confirmation Hearing, the Debtors shall cause notice of proposed assumption and proposed Cure Obligations to be sent to applicable counterparties. Any objection by such counterparty must be Filed, served, and actually received by the Debtors not later than seven days after service of notice of the Debtors' proposed assumption and associated Cure Obligations. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or Cure Obligation.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Obligations, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of assumption and/or assignment. **Any liabilities reflected in the Schedules and any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.**

C. Claims Based on Rejection of Executory Contracts and Unexpired Leases.

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of: (1) the Claims Bar Date, Administrative Claims Bar Date, or the Governmental Bar Date, as applicable; and (2) 4:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the entry of an Order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, their Estates, the Plan Administrator, and/or the Purchaser, or property of the foregoing parties, without the need for any objection by the Debtors, their Estates, the Plan Administrator, and/or the Purchaser and without the need for any further notice to, or action, order, or approval of the Bankruptcy Court. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims (Class 4) and shall be treated in accordance with Article III of the Plan, as applicable.

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases as modified, amended, supplemented, or restated. In particular, notwithstanding any non-bankruptcy law to the contrary, the Plan Administrator expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

E. Purchase Agreement; Assumed Contracts.

The Debtors' assumption or rejection of any Executory Contract or Unexpired Lease pursuant to the Plan shall be subject in all respects to the Purchaser's rights and obligations, including any Cure Obligations assumed by

the Purchaser in accordance with the Purchase Agreement, with respect to any such Executory Contracts or Unexpired Leases that constitute Assumed Contracts (as defined in the Purchase Agreement) as set forth in the Purchase Agreement.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors or the Debtors on behalf of the Debtors' Estates during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith, absent a Bankruptcy Court order to the contrary.

G. Letters of Credit.

On the Effective Date, all of the Debtors' letters of credit shall be cancelled.

H. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the list of Executory Contracts and Unexpired Leases to be assumed pursuant to the Plan contained in the Plan Supplement, nor anything else in the Plan or Purchase Agreement, shall constitute an admission by the Debtors or any other Entity, as applicable, that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that either any Debtor or any other Entity, as applicable, has any liability thereunder.

I. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases of nonresidential real property pursuant to section 365(d)(4) of the Bankruptcy Code.

ARTICLE VI.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Except as otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such a Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against or Allowed Interest in the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class from the Plan Administrator, on behalf of the Debtors, as applicable; *provided* that the Plan Administrator will use reasonable commercial efforts to make distributions to Holders of General Unsecured Claims that are Allowed as of the Effective Date within sixty (60) days of the Effective Date. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise

provided in the Plan, Holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim or Allowed Interest shall, on account of such Allowed Claim or Allowed Interest, receive a distribution in excess of the Allowed amount of such Claim or Interest plus any postpetition interest on such Claim or Interest payable in accordance with the Plan.

B. Distributions by the Plan Administrator.

All distributions under the Plan shall be made by the Plan Administrator. The Plan Administrator shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Plan Administrator is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Plan Administrator.

Subject to the terms of the Plan, the Plan Administrator shall be empowered to: (1) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (2) make all distributions contemplated under the Plan; (3) employ professionals to represent it with respect to its responsibilities; (4) object to, Allow, or otherwise resolve any General Unsecured Claim, Priority Claim, Other Secured Claim, or Secured Credit Facility Claim, subject to the terms hereof; and (5) exercise such other powers as may be vested in the Plan Administrator by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Plan Administrator to be necessary and proper to implement the provisions of the Plan.

C. Distributions on Account of Claims Allowed After the Effective Date.

1. Payments and Distributions on Disputed Claims.

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

2. Special Rules for Distributions to Holders of Disputed Claims.

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the Debtors or the Plan Administrator, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and the Debtors, the Plan Administrator, or any other party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Debtors or the Plan Administrator, as applicable, shall make distributions to Holders of Allowed Claims and Allowed Interests at the address set forth in any Proof of Claim Filed by that Holder; *provided* that the manner of such distributions shall be determined at the discretion of the Debtors or the Plan Administrator, as applicable. If a Holder holds more than one Claim in any one Class, all Claims of the Holder will be aggregated into one Claim and one distribution will be made with respect to the aggregated Claim.

3. Minimum Distributions.

Notwithstanding anything herein to the contrary, neither the Debtors nor the Plan Administrator, as applicable, shall be required to make distributions or payments of less than \$250.00; *provided* that the Plan Administrator may establish an alternative minimum in its reasonable discretion and upon notice to the Bankruptcy Court.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any notice or distribution to any Holder is returned as undeliverable, no such notice of distribution to such Holder shall be made unless and until the Plan Administrator has determined the then current address of such Holder, at which time such notice or distribution shall be made to such Holder without interest; *provided* that such notice or distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the date of the attempted distribution to the Holder. After such date, all unclaimed property or interests in property shall revert to the Plan Administrator for the benefit of other Allowed Claims in accordance with the terms of the Plan, and the Claim of any Holder to such property or interest in property shall be released, settled, compromised, and forever barred.

5. Manner of Payment.

Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Plan Administrator by check or by wire transfer, at the sole and exclusive discretion of the Plan Administrator.

E. Compliance with Tax Requirements/Allocations.

In connection with the Plan, to the extent applicable, the Plan Administrator shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Plan Administrator shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate.

F. Setoffs and Recoupment.

Except as otherwise expressly provided herein, the Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors of any such Claim it may have against the Holder of such Claim.

G. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan, the Confirmation Order or other Order of the Bankruptcy Court, or otherwise required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Interests and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim.

H. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Plan Administrator, as applicable, shall be authorized to reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be Filed and without any further notice to or action, Order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on

account of such Claim from a party that is not a Debtor, as applicable, including on account of recourse to collateral held by third parties that secure such Claim. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Plan Administrator on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Debtor or the Plan Administrator (or such other entity designated by the Plan Administrator), to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Insurance, Third Parties; Recourse to Collateral.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies, surety agreements, other non-Debtor payment agreements, or collateral held by a third party, until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, surety agreement, other non-Debtor payment agreement, or collateral, as applicable. To the extent that one or more of the Debtors' insurers, sureties, or non-Debtor payors pays or satisfies a Claim in full or in part (if and to the extent adjudicated by a court of competent jurisdiction), or such collateral or proceeds from such collateral is used to satisfy such Claim, then immediately upon such payment, the applicable portion of such Claim shall be expunged without a Claim objection having to be Filed and without any further notice to or action, Order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Notwithstanding anything to the contrary in the Plan or Confirmation Order, Confirmation and Consummation of the Plan shall not limit or affect the rights of any third-party beneficiary or other covered party of any of the Debtor's insurance policies with respect to such policies, including the D&O Policies. Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, the Plan Administrator, or any other Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

I. *Allocation of Plan Distributions Between Principal and Accrued Interest.*

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed therein.

ARTICLE VII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. *Allowance of Claims and Interests.*

The Debtors and the Plan Administrator, as applicable, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any Order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim or Interest shall become an Allowed Claim or Allowed Interest unless and until such Claim or Interest is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), allowing such Claim.

B. *Claims and Interests Administration Responsibilities.*

Except as otherwise specifically provided in the Plan or the Purchase Agreement and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, on and after the Effective Date, the Plan Administrator shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Disputed Interest without any further notice to or action, Order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, Order, or approval by the Bankruptcy Court.

C. Claims Estimation.

Prior to and on the Effective Date, the Debtors, in consultation with the Committee, and, after the Effective Date, the Plan Administrator, may, at any time, request that the Bankruptcy Court estimate: (1) any Disputed Claim or Disputed Interest pursuant to applicable law; and (2) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether any party previously has objected to such Claim or Interest, or whether the Bankruptcy Court has ruled on any such objection, the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Claim or Interest, that estimated amount shall constitute either the Allowed amount of such Claim or Interest or a maximum limitation on such Claim or Interest for all purposes under the Plan, including for purposes of distributions, and the Debtors (in consultation with the Committee) or the Plan Administrator, as applicable, may elect to pursue additional objections to the ultimate distribution on such Claim or Interest. If the estimated amount constitutes a maximum limitation on such Claim or Interest, the Debtors (in consultation with the Committee) or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim or Interest. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. All of the aforementioned Claims and Interests and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims and Interests may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Adjustment to Claims or Interests Without Objection.

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Plan Administrator without a Claims objection having to be Filed and without any further notice to or action, Order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims and Interests.

Any objections to Claims or Interests shall be Filed on or before the Claims Objection Bar Date, as such date may be extended pursuant to the Plan.

F. Disallowance of Claims.

Any Claims or Interests held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code, or that are a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court Order with respect thereto has been entered and all sums due, if any, to the Debtors or the Plan Administrator, as applicable, by that Entity have been turned over or paid to the Debtors or the Plan Administrator.

Except as provided herein or otherwise agreed, any and all Proofs of Claim filed after the Claims Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claim has been deemed timely filed by a Final Order.

G. Treatment of Secured Claims.

As of the Effective Date, entry of the Confirmation Order shall constitute a Bankruptcy Court Order pursuant to Bankruptcy Rule 3012 that, to the extent that any Claim that is purportedly Secured by a Lien on any of the Debtors' assets or Plan Administrator Assets, as applicable, such Claim shall be deemed a General Unsecured Claim, and shall only be Allowed as a General Unsecured Claim in an amount equal to the portion of such Claim that is not Disputed.

H. Amendments to Claims.

On or after the Effective Date, except as otherwise provided herein, a Claim or Interest may not be Filed or amended without the prior authorization of the Debtors or the Plan Administrator, as applicable, and any such new or amended Claim or Interest Filed shall be deemed disallowed and expunged without any further notice to or action, Order, or approval of the Bankruptcy Court.

I. No Distributions Pending Allowance.

If an objection to a Claim or Interest or portion thereof is Filed as set forth in Article VII of the Plan, or if such Claim or Interest is scheduled as Disputed, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest or portion thereof unless and until such Disputed Claim or Disputed Interest becomes an Allowed Claim or Allowed Interest.

J. Distributions After Allowance.

To the extent that a Disputed Claim or Disputed Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest in accordance with the provisions of the Plan. As soon as practicable after the date that the Order of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Plan Administrator shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Claim or Interest, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law or as otherwise provided in Article III.B of the Plan.

K. Single Satisfaction of Claims.

Holders of Allowed Claims and Allowed Interests may assert such Claims against or Interests in the Debtor(s) obligated with respect to such Claims or Interests, and such Claims or Interests shall be entitled to share in the recovery provided for the applicable Class of Claims or Interests against the Debtors based upon the full Allowed amount of such Claims or Interests. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim or Allowed Interest exceed 100 percent (100%) of the underlying Allowed Claim or Allowed Interest plus applicable interest, if any.

ARTICLE VIII.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Compromise and Settlement of Claims, Interests, and Controversies.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Term of Injunctions or Stays.

Unless otherwise provided herein or in a Final Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 362 of the Bankruptcy Code or otherwise and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

C. Debtor Release.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, on and after the Effective Date, the Released Parties are deemed expressly, unconditionally, generally, and individually and collectively, forever acquitted, released, and discharged by the Debtors, and the Estates, each on behalf of itself and its predecessors, successors and assigns, subsidiaries, affiliates, current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any Holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such releasing party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale, or rescission of the purchase or sale of, or any other transaction relating to any security or other debt obligations of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors and the Released Parties, the restructuring of Claims and Interests before or during the Sale or any other transaction or other arrangement with the Debtors whether before or during the Sale, the negotiation, formulation, or preparation of the Sale, the Plan, the Plan Supplement, the Disclosure Statement, or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing, except for any act or omission that constitutes actual fraud, gross negligence, or willful misconduct as determined by a Final Order of a court of competent jurisdiction; provided that nothing in the foregoing shall result in any of the Debtors' officers or directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies. Notwithstanding anything to the contrary in the foregoing, the releases set forth

above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

D. Third Party Release.

Except as otherwise provided in the Plan, as of the Effective Date and to the fullest extent authorized by applicable law, each Releasing Party expressly, unconditionally, generally and individually and collectively forever releases, acquits, and discharges the Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any Claims asserted or assertable on behalf of any Holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring efforts, the Debtors' intercompany transactions (including dividends paid), any preference or avoidance claim pursuant to sections 544, 547, 548, and 549 of the Bankruptcy Code, the purchase, sale, or rescission of the purchase or sale of any security or other debt obligation of the Debtors, or any other transaction relating to any security or other debt obligation of the Debtors, or any other transaction or other arrangement with the Debtors whether before or during the Sale, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors and the Released Parties, the restructuring of Claims and Interests before or during the Sale implemented by the Plan, the negotiation, formulation or preparation of the Sale, the Plan, the Plan Supplement, the Disclosure Statement, or any related agreements, any asset purchase agreement, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Chapter 11 Cases, the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities or other debt obligation pursuant to the Plan, or the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing, except for any act or omission that constitutes actual fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction; *provided* that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any indemnification Claims against the Debtors or any of their insurance carriers or any rights as beneficiaries of any insurance policies. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Sale, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

E. Exculpation.

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, the Sale, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring, sale or liquidation of the Debtors, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence; *provided* that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. Without limiting the foregoing "Exculpation" provided under this Article VIII.E, the rights of any Holder of

a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan.

F. Injunction.

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to Article VIII.C or Article VIII.D hereof; (3) are subject to exculpation pursuant to Article VIII.E hereof; or (4) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any Claims, Interests, Causes of Actions, or liabilities that have been compromised or settled against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (c) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities; (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities, unless such Entity has timely asserted such setoff or subrogation right prior to Confirmation in a document Filed with the Bankruptcy Court explicitly preserving such setoff or subrogation; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Plan Administrator, or any Entity so released or exculpated (or the property or estate of any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities released, settled, or compromised pursuant to the Plan; *provided* that nothing contained in the Plan shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of the Plan; *provided further*, that nothing contained in the Plan shall be construed to prevent any Entity from defending against Claims, objections, or collection actions whether be asserting a right of setoff or otherwise to the extent permitted by law.

G. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim, right, or Cause of Action of the Debtors, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

H. Subordination Rights.

Any distributions under the Plan to Holders shall be received and retained free from any obligations to hold or transfer the same to any other Holder and shall not be subject to levy, garnishment, attachment, or other legal process by any Holder by reason of claimed contractual subordination rights. Any such subordination rights shall be waived, and the Confirmation Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal, or equitable subordination rights to property distributed under the Plan, in each case other than as provided in the Plan.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the Holder of such Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim as no longer contingent.

J. Special Provision Governing Accrued Professional Compensation Claims and Final Fee Applications.

For the avoidance of doubt, the provisions in Article VIII hereof shall not waive, affect, limit, restrict, or otherwise modify the right of any party in interest to object to any Accrued Professional Compensation Claim or final fee application Filed by any Professional in these Chapter 11 Cases.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date.

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. the Bankruptcy Court shall have entered the Confirmation Order, prepared in consultation with the Committee and in form and substance materially consistent with the Plan in all respects;
2. all documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements; and
3. the Debtors shall have funded the Professional Fee Escrow Account, as determined in the discretion of the Debtors in an amount reasonably acceptable to the Committee.

B. Waiver of Conditions.

The conditions to Confirmation of the Plan and to the Effective Date of the Plan set forth in Article IX.A of the Plan may be waived by consent of the Debtors, in consultation with the Committee, without notice, leave, or Order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

C. Effect of Non-Occurrence of Conditions to the Effective Date.

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the Debtors' Estates, any Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, the Debtors' Estates, any Holders, or any other Entity in any respect.

D. Substantial Consummation.

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

ARTICLE X.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Subject to the limitations contained in the Plan, with the written consent of the Committee, the Debtors or the Plan Administrator, as applicable, reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors and the Plan Administrator, as applicable, expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, with the written consent of the Committee, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X hereof.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan.

The Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw the Plan for any Debtor or all Debtors, prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan with respect to any Debtor, or if Confirmation or Consummation does not occur with respect to any Debtor, then: (1) the Plan with respect to such Debtor shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan with respect to such Debtor (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan with respect to such Debtor, and any document or agreement executed pursuant to the Plan with respect to such Debtor, shall be deemed null and void; and (3) nothing contained in the Plan with respect to such Debtor shall (a) constitute a waiver or release of any Claims or Interests, (b) prejudice in any manner the rights of the Debtors, the Debtors' Estates, or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors, the Debtors' Estates, or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over the Chapter 11 Cases and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Obligations pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Debtors or the Plan Administrator amending, modifying, or supplementing, after the Effective Date, pursuant to the Plan, any Executory Contracts or Unexpired Leases set forth on the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

7. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving or commenced by a Debtor, the Estates, or the Plan Administrator that may be pending on or after the Effective Date;

8. adjudicate, decide, or resolve any and all matters related to Causes of Action;

9. enter and implement such Orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

10. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

11. resolve any cases, controversies, suits, disputes, or causes of action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, including obligations of the Plan Administrator;

12. resolve any cases, controversies, suits, disputes, or causes of action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such Orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

13. resolve any cases, controversies, suits, disputes, or causes of action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI hereof;

14. enter and implement such Orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

16. hear and determine disputes arising in connection with the interpretation, implementation, modification, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

17. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

18. hear and determine disputes arising in connection with the Sale, including the interpretation, implementation, modification, or enforcement of the Sale Order, the Purchase Agreement, and Agency Agreement;

19. enforce all Orders previously entered by the Bankruptcy Court;

20. hear any other matter not inconsistent with the Bankruptcy Code;

21. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof; and

22. enter an Order concluding or closing the Chapter 11 Cases.

ARTICLE XII. **MISCELLANEOUS PROVISIONS**

A. Immediate Binding Effect.

Subject to the terms hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Debtors' Estates, the Plan Administrator, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, or injunctions described in the Plan, each Entity acquiring property under the Plan, the Sale Order, or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan to the extent not otherwise inconsistent with the terms of the Plan. The Debtors and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

Fees payable pursuant to section 1930 of title 28 of the United States Code (including, without limitation, the U.S. Trustee Fees) shall be paid on the earlier of the date such fees are due or the Effective Date, or as soon thereafter as practicable. From and after the Effective Date, the Debtors and the Plan Administrator shall be jointly liable for and shall pay the fees assessed against the Estates under 28 U.S.C. § 1930 until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first. In addition, the Debtors and/or the Plan Administrator shall file any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing, in conformity with the U.S. Trustee guidelines. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

D. Dissolution of the Committee.

On the Effective Date, the Committee shall dissolve and members thereof shall be compromised, settled, and released from all rights and duties from or related to the Chapter 11 Cases, except the Committee will remain intact solely with respect to the preparation, filing, review, and resolution of applications for Accrued Professional Compensation Claims and any appeal of the Confirmation Order. The Debtors and the Plan Administrator, as applicable, shall pay any reasonable and documented fees or expenses incurred after the Effective Date by the Committee or members thereof that are incurred in conformance with the provisions of this paragraph.

E. Reservation of Rights.

The Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by the Debtors or any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Service of Documents.

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors **prior to the Effective Date** shall be served on:

G-Estate Liquidation Stores, Inc. (f/k/a Gordmans Stores, Inc.)
13917 Gold Circle, Suite 200
Omaha, Nebraska 68144
Attn: Legal Department

with copies to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: Patrick J. Nash, P.C.
Brad Weiland
Jamie R. Netznik

and

Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, Nebraska 68102
Attn: Jeffrey T. Wegner
Lisa M. Peters

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Plan Administrator or, **after the Effective Date**, the Debtors, shall be served on the Plan Administrator, as set forth in the Plan Supplement.

Any pleading, notice or other document required by the Plan to be served on or delivered to the Committee shall be served on:

Frost Brown Todd LLC
3300 Great American Tower
301 East Fourth Street
Cincinnati, Ohio 45202
Attn: Ronald E. Gold
Douglas L. Lutz
and

Koley Jessen P.C., L.L.O.
1125 South 103rd Street
Suite 800
Omaha, Nebraska 68124
Attn: Brian J. Koenig

After the Effective Date, the Debtors or the Plan Administrator, as applicable, have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Entire Agreement.

Except as otherwise indicated, the Plan, the Confirmation Order, and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

I. Non-Severability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall not alter or interpret such term or provision to make it valid or enforceable; *provided* that at the request of the Debtors (in their sole discretion), the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such terms or provision shall then be applicable as altered or interpreted provided that any such alteration or interpretation shall be acceptable to the Debtors. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

J. Waiver or Estoppel.

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court before the Confirmation Date.

K. Enforcement of the Confirmation Order.

On and after the Effective Date, the Debtors, the Purchaser, the JV Agent, and the Plan Administrator, as applicable, shall be entitled to enforce the terms of the Confirmation Order and the Plan.

Dated: August 11, 2017

**G-ESTATE LIQUIDATION STORES, INC. (F/K/A
GORDMANS STORES, INC.)**

By:

Name: Roger Glenn
Title: Authorized Officer



EXHIBIT B

Purchase Agreement

ASSET PURCHASE AGREEMENT

dated as of March 31, 2017

among

SPECIALTY RETAILERS, INC.,

as Purchaser

and

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

as Sellers

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ASSET PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Designation Rights Asset” means any Designation Rights Contract or Designation Rights Property.

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

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

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

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

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

“dollar” or **“\$”** means dollars in the lawful currency of the United States of America.

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

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

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

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

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

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

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

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

“Excluded Employee Liabilities” means each of the following:

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

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

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

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

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

“Exhibits” means the exhibits hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Purchaser Financial Advisor” means Barclays Capital Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) the singular includes the plural;

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

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

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

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

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

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

ARTICLE II

PURCHASE AND SALE; DESIGNATION RIGHTS; ASSUMPTION OF CERTAIN LIABILITIES

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

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

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

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

- (c) The term "Acquired Assets" means solely the following assets:
 - (i) all of Sellers' rights existing under the Assigned Agreements;
 - (ii) all Acquired Inventory;
 - (iii) all of Sellers' rights in and to the Acquired Intellectual Property (including, for the avoidance of doubt, Customer Lists) and all databases, telephone numbers, fax numbers, e-mail addresses, websites, URLs, social media tags and handles, and Domain Names owned or licensed by Sellers, including all rights and remedies related thereto;
 - (iv) all non-income Tax Books and Records of Sellers that are used or held for use in, or are arising out of, the operation of the Business at the Acquired Properties;
 - (v) all Books and Records pertaining to personnel files of Transferred Employees, to the extent not prohibited by applicable Law or Regulation;
 - (vi) all Assumed Permits applicable to the Acquired Properties; and
 - (vii) without duplication of the above, all Acquired Property Assets.

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

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

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

(a) **Sellers' Obligations.**

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

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

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

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

Section 2.4. Assumption during Designation Rights Period.

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

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

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

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

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

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

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

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

Agreement.

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

Section 2.5. Rejection.

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

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

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

Section 2.6. Obligations in Respect of Cure Costs.

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

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

Section 2.7. Assumption of Assumed Obligations.

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

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

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

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

ARTICLE III

BASIC TRANSACTION

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

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

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

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

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

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

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

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

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

Section 4.5. Title to Assets.

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

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

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

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

Section 4.7. Intellectual Property.

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

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

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

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

Section 4.8. Labor Matters.

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

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

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

Section 4.9. Employee Benefits.

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

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

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

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

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

Section 4.10. Real Property.

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

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

Section 4.12. Environmental, Health and Safety Matters.

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

Section 4.13. No Other Representations or Warranties.

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

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

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

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

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

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

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

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

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

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

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

Section 5.6. Acquired Assets "AS IS", Purchaser's Acknowledgment

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

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

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

ARTICLE VI

COVENANTS OF SELLERS; OTHER AGREEMENTS BY BOTH PARTIES

Section 6.1. Consents and Approvals; Access.

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

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

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

Section 6.2. Further Assurances.

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

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

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

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

Section 6.3. Bankruptcy Actions.

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

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

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

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

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

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

Section 6.4. Conduct of the Business.

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

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

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

Section 6.5. Employee Matters.

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

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

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

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

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

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

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

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

ARTICLE VII

COVENANTS OF PURCHASER

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

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

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

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

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

Section 8.1. Representations and Warranties; Performance of Obligations.

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

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

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

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

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

Section 8.4. [Reserved].

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

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

ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

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

Section 9.1. Representations and Warranties; Performance of Obligations.

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

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

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

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

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

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

ARTICLE X

CLOSING

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

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

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

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

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

- (d) one or more assignments and assumptions of the Assumed Obligations being assumed by Purchaser at the Closing in accordance with this Agreement (collectively, the “Assignment and Assumption”), in customary form reasonably satisfactory to the parties hereto, duly executed by the relevant Seller or Sellers;
- (e) a copy of the certificate set forth in Section 8.5;
- (f) a certified copy of the Sale Order as entered by the Bankruptcy Court; and
- (g) certificates, duly executed and acknowledged, certifying that any payments made pursuant to this Agreement are exempt from withholding pursuant to Section 1445 of the Code.

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

- (a) the Assignment and Assumption, in form reasonably satisfactory to the parties hereto, duly executed by Purchaser;
- (b) the payment of the applicable portion of the Cash Consideration to be paid at the Closing in accordance with the Agency Agreement; and
- (c) a copy of the certificate set forth in Section 9.4.

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

ARTICLE XI

TERMINATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII

TAX MATTERS

Section 12.1. Allocation of Purchase Price.

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

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

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

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

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

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

ARTICLE XIII

MISCELLANEOUS

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

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

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

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

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

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

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

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

and:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

PURCHASER:

SPECIALTY RETAILERS, INC.

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

[Signature Page to Asset Purchase Agreement]

SELLERS:

GORDMANS STORES, INC.

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

GORDMANS INTERMEDIATE
HOLDING CORP.

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

GORDMANS, INC.

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

GORDMANS MANAGEMENT
COMPANY, INC.

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

[Signature Page to Asset Purchase Agreement]

GORDMANS DISTRIBUTION
COMPANY, INC.

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

GORDMANS LLC

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

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

Agency Agreement

[Intentionally Omitted - See Docket No. 283 for Exhibit]

EXHIBIT B

Form of Sale Order

[Intentionally Omitted - See Docket No. 283 for Exhibit]

SCHEDULE 1.1(a)

Acquired Intellectual Property

SCHEDULE 1.1(a) - ACQUIRED INTELLECTUAL PROPERTY

Patents

None

Trademarks

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

Copyrights

None

Domain Names

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

Social Media Accounts

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

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

<https://twitter.com/gordmans>

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

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

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

<https://www.youtube.com/channel/UCGFZ0no-jHzhT1bwz1LCDw>

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

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

Dedicated Mobile Shortcode: 76995

SCHEDULE 1.1(b)

Closing Stores

Asset Purchase Agreement
Schedule 1.1(b)
Closing Stores

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

SCHEDULE 1.1(c)

Designation Rights Stores

Asset Purchase Agreement
Schedule 1.1(c)
Designation Rights Stores

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

SCHEDULE 1.1(d)

Estimated Cure Costs

[Intentionally Omitted - See Docket No. 283 for Schedule]

SCHEDULE 1.1(e)

Certain Potential Assigned Agreements

1. Supply Agreement, dated as of June 10, 2004 by and between DSW Inc. (f/k/a Shonac Corporation) and Gordmans, Inc., as amended
2. Gift Card Merchant Agreement, dated as of April 20, 2010, by and between Gordmans Distribution Company, Inc. and Vantiv, Inc. (f/k/a Fifth Third Processing Solutions, LLC), as amended
3. Logistics Services Agreement, dated as of February 1, 2013, by and between Werner Value Added Services, a division of Werner Enterprises, Inc., and Gordmans Distribution, Inc., as amended
4. The Private Label Credit Card Program Agreement, dated as of September 6, 2002, referred to in *Comenity Bank's Objection to the Proposed Cure Costs In Accordance with the Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Disposition of Certain of the Debtors' Assets* (ECF 244)

SCHEDULE 4.6

Contracts

SCHEDULE 4.6 - CONTRACTS

1. ADP, Inc. National Account Services Master Services Agreement, dated as of April 20, 2010, by and between ADP, Inc. and Gordmans, Inc.
2. Gift Card Servicing Agreement, dated as of July 14, 2005, by and between ADS Alliance Data Systems, Inc. and Gordmans Distribution Company, Inc., as assigned to Gordmans LLC
3. Wireless Optimization Services Agreement - Professional Edition, dated as of May 21, 2012, by and between Advantix Solutions Group, Inc. and Gordmans, Inc.
4. Master Software License Agreement, dated as of August 29, 2006, by and between DemandTec (as assigned by Applied Intelligence Solutions LLC) and Gordmans, Inc., as amended, and including all Statements of Work and project change requests
5. Software Purchase and License Agreement and Software Support Agreement, dated as of September 29, 2015, by and between AJB Software Design Inc. and Gordmans, Inc.
6. Agreement for American Express Card Acceptance by and between American Express Travel Related Services Company, Inc. and Gordmans, Inc.
7. Master Services Agreement, dated as of December 23, 2015, by and between Gordmans, Inc. and Birch Communications, and related addendum
8. Blackhawk Network Gift Card Agreement, dated as of July 17, 2013, by and between Blackhawk Network, Inc. and Gordmans, LLC, as amended
9. Services Agreement, dated as of June 15, 2005, by and between Gordmans, Inc. and Brink's U.S., a division of Brink's, Incorporated
10. Information Technology Services Agreement, dated as of February 1, 2016, by and between Fidelity Information Services, LLC (f/k/a Certegy) and Gordmans, Inc., and related addendums
11. Facility Services Rental Service Agreement, dated as of July 1, 2011, by and between Cintas Corporation and Gordmans, Inc.
12. Equipment Allocation Agreement, Equipment Collocation Agreement, dated as of September 11, 2014, by and between CoxCom, LLC d/b/a Cox Business and Gordmans Stores, Inc., and related addendum
13. Master Lease Agreement, dated as of August 13, 2014, by and between Gordmans Stores, Inc. and CSI Leasing, Inc., and related schedules
14. CyberSource Payment Solutions Agreement, dated as of March 31, 2015, by and between CyberSource Corporation and Gordmans, Inc., and related addendums and schedules

15. Master License Agreement, Hosting Agreement and Professional Services Agreement, each dated as of July 6, 2010, by and between Dayforce, Inc. and Gordmans, Inc. and related Statement of Work
16. Master Subscription and Services Agreement, dated as of October 20, 2014, by and between Demandware, Inc. and Gordmans, Inc.
17. Merchant Services Agreement, by and between DFS Services, LLC and Gordmans, Inc., and related annexes
18. Supply Agreement, dated as of June 10, 2004 by and between DSW Inc. (f/k/a Shonac Corporation) and Gordmans, Inc., as amended
19. Total Energy & Sustainability Service Agreement, dated as of March 6, 2016, by and between Ecova, Inc. and Gordmans, Inc.
20. Economic Development for a Growing Economy (EDGE) Tax Credit Agreement, dated as of October 23, 2012, by and among Indiana Economic Development Corporation, Gordmans, Inc. and Gordmans Distribution Company, Inc.
21. Third Party Administrator Claims Servicing Agreement, dated as of February 1, 2016, by and among Gordmans Stores, Inc., EMC Risk Services, LLC and Employers Mutual Casualty Company and Union Insurance Company
22. Software License Agreement, dated as of July 10, 2008, by and between Facility Wizard Software Incorporated and Gordmans Management Company, Inc.
23. Statement of Work for Price Ticket Production, dated as of May 21, 2012, by and between FineLine Technologies and Gordmans
24. Fortna Technical Support Agreement, dated as of February 11, 2015, by and between Fortna Inc. and Gordmans, Inc.
25. Armored Car Service Agreement, dated as of March 1, 2011, by and between Garda CL Northwest, Inc. f/k/a AT Systems Northwest, Inc. and Gordmans, Inc.
26. Merchant Fulfillment Agreement, dated as of August 16, 2006, by and between Gordmans Distribution Company, Inc. and GiftCertificates.com Corporation
27. Globoforce Merchant Agreement, dated as of October 9, 2008, by and between Globoforce Ltd. and Gordmans Distribution Company, Inc.
28. Merchant Agreement, dated as of June 19, 2014, by and between Hallmark Business Connections, Inc. and Gordmans
29. FrontRange Solutions HEAT Cloud Subscription Services Agreement, dated as of January 8, 2013, by and between FrontRange Solutions USA Inc. and Gordmans Stores, Inc.

30. Highjump Software End User Agreement, dated as of March 30, 2005, by and between HighJump Software and Gordmans Distribution Company, Inc., as amended
31. House of Brick Technologies Managed Services Agreement, dated as of January 11, 2007, by and between House of Brick Technologies, LLC and Gordmans, Inc.
32. Services Work Order Short Form Agreement, dated as of April 5, 2013, by and between Infor (US), Inc. and Gordmans, Inc.
33. Customer Agreement, dated as of May 31, 2010, by and between Gordmans, Inc. and Infovisionix, Inc., and related Schedules (a copy of the Customer Agreement is not available)
34. Statement of Work Agreement, Retail Stores KeyControl Program, dated as of January 27, 2015, by and between Gordmans, Inc. and Shield Security Systems LLC d/b/a InstaKey Security Systems
35. Housekeeping Services Agreement, dated as of February 16, 2016, by and between Kellermeyer Bergensons Services, LLC and Gordmans, Inc.
36. KONE Care Standard Agreement for Vertical Transportation, dated as of March 1, 2013, by and between Gordmans, Inc. and KONE Inc.
37. Konica Minolta Business Solutions USA, Inc. Multi-Function Copy, Fax and Printer Products Master Agreement, dated as of July 25, 2007, by and between Konica Minolta Business Solutions USA, Inc. and Gordmans Management Company, Inc., and related Lease Supplements
38. Statement of Work, dated as of September 18, 2008, by and between Kronos Incorporated and Gordmans, Inc.
39. QTRAC Service Contract, dated as of August 15, 2016, by and between Lavi Industries and Gordmans, Inc.
40. Service Agreement, dated as of August 12, 2005, by and between Loomis, Fargo & Co. and Gordmans
41. Letter Agreement, dated as of April 4, 2002, by and between Gordmans, Inc. and Lukas Partners
42. Lyons Consulting Group Master Services Agreement, dated as of September 2014, by and between Lyons Consulting Group, LLC and Gordmans, Inc. and related Statements of Work
43. License Agreement, dated as of September 8, 2009, by and between Gordmans, Inc. and Michaels Stores, Inc.
44. Microsoft Enterprise Agreement, dated as of May 30, 2013, by and between Gordmans, Inc. and Microsoft Licensing GP., as amended

45. Muzak Multiterritory Account Service Agreement, dated as of March 6, 2009, by and between Muzak LLC and Gordmans, Inc., and related Addendum
46. Binder of Insurance Confirmation Letter, dated as of July 15, 2016, from National Union Fire Insurance Company of Pittsburgh, PA. to Gordmans, Inc., Policy # 544887507 effective August 5, 2016 to August 5, 2017
47. Agreement, dated as of June 12, 2012, by and between OLR Australia Pty Ltd and Gordmans, Inc., and related Statements of Work
48. Professional Services Agreement, dated as of September 15, 2014, by and between Gordmans, Inc. and Onsite Technology Services LLC
49. Information Services Agreement, dated as of September 28, 2004, by and between GXS, Inc. and Gordmans, Inc., and related Services Schedules (a copy of the Information Services Agreement is not available)
50. Oracle Cloud Services Agreement, dated as of November 13, 2015, by and between Oracle America, Inc. and Gordmans Stores, Inc., and related Ordering Documents
51. Consolidation/Warehouse Services Agreement, dated as of April 1, 2013, by and between Gordmans Distribution Company, Inc. and Performance Team
52. Master Services Agreement, dated as of March 22, 2011, by and between ProKarma, Inc. and Gordmans, Inc.
53. Letter Agreement, dated as of October 14, 2016, by and between Gordmans Stores, Inc. and Q&A Payment Solutions, Inc.
54. Services Agreement, dated as of December 22, 2016, by and between Gordmans, Inc. and Revionics, Inc., and related Statement of Work
55. Agreement, dated as of April 1, 2013, by and between Rochester Armored Car Co., Inc. and Gordmans, Inc.
56. Transportation Agreement, dated as of June 12, 2014, by and between Gordmans, Inc. and Ruan Transport Corporation
57. Letter Agreement, dated as of January 24, 2014, by and between Schindler Elevator Corporation and Gordmans, Inc.
58. SilverStone Group, Incorporated Consulting Services Agreement, dated as of February 1, 2016, by and between SilverStone Group, Incorporated and Gordmans, Inc.
59. StrongView Systems, Inc. On-Demand Services Agreement, dated as of February 6, 2015, by and between StrongView Systems, Inc. and Gordmans, Inc.

60. CoSentry Master Agreement, dated as of April 1, 2010, by and between TierPoint LLC (f/k/a CoSentry.net, LLC) and Gordmans, Inc., and related addendums
61. Master Services Agreement for E-Commerce Services, dated as of January 2015, by and between TradeGlobal, LLC and Gordmans, Inc., and related Statements of Work
62. Customer Agreement, dated as of July 28, 2010, by and between Gordmans Distribution Company, Inc. and Transaction Wireless, Inc.
63. Administrative Services Agreement, dated as of March 1, 2013, by and between United HealthCare Services, Inc. and Gordmans, Inc.
64. Gift Card Merchant Agreement, dated as of April 20, 2010, by and between Gordmans Distribution Company, Inc. and Vantiv, Inc. (f/k/a Fifth Third Processing Solutions, LLC), as amended
65. Vertex, Inc. Software License Agreement, dated as of August 31, 2015, by and between Vertex, Inc. and Gordmans Stores, Inc., and related Schedules
66. Statement of Work, dated as of June 12, 2009, by and between Vitech Business Group, Inc. and Gordmans , Inc.
67. Pilot Master Services Agreement, dated as of June 13, 2013, by and between Telesphere Networks Ltd. and Gordmans, Inc., and related Addendums to Master Services Agreement
68. Inventory Services Agreement, dated as of August 2016, by and between Gordmans, Inc. and Washington Inventory Service d/b/a WIS International
69. Master Services Agreement, dated as of January 5, 2015, by and between Gordmans, Inc. and Waste Management National Services, Inc.
70. Logistics Services Agreement, dated as of February 1, 2013, by and between Werner Value Added Services, a division of Werner Enterprises, Inc., and Gordmans Distribution, Inc., as amended
71. Private Label Credit Card Program Agreement, dated as of September 6, 2002, by and between World Financial Network National Bank and Gordmans, Inc., as amended (not available in the data room)

SCHEDULE 4.7(a)

Seller-Registered IP

SCHEDULE 4.7(a) - SELLER-REGISTERED IP

(i) Patents

None

(ii) Trademarks

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

(iii) Copyrights

None

(iv) Domain Names

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

(v) Social Media Accounts

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

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

<https://twitter.com/gordmans>

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

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

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

<https://www.youtube.com/channel/UCGFZ0no-jHzhT1bwz1LCDw>

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

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

Dedicated Mobile Shortcode: 76995

SCHEDULE 4.10(b)

Leases

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
2	Lease Agreement	1/6/1997	Windsor Meadows	3860 Elmore Ave Davenport, IA	Town and Country Super Markets, Inc.
3	Lease Agreement	12/22/1999	South Park Mall	4401 27th St, Moline, IL	Macerich South Park Mall LLC
4	Lease	5/1/2000	Market Place Shopping Center	1901 N Market Champaign, IL	Champaign Market Place L.L.C.
5	Lease	6/16/2000	Times Square West	5100 14th Ave SW Fargo, ND	JPR Investments, LLC
6	Retail Lease	4/2000	Grand Forks Market Place	Grand Forks, ND	KTJ Limited Liability Partnership
7	Standard Shopping Center Lease	5/30/2001	Lakeside Hills Plaza	17202 Lakeside Hills Plaza, Omaha, NE	Lakeside Plaza, L.P.
8	Lease Agreement	3/29/2001	Southwest Plaza	3231 S Veterans Parkway, Springfield, IL	TSG Southwest Plaza, LLC
9	Lease Agreement	3/22/2002	Power Center	Fenton, MO	Thirty and 141, LP
10	Lease Agreement	10/30/2002	Westminster City Centre	Westminster, CO	Excel Westminster Marketplace Inc.
11	Shopping Center Lease	10/25/2002	Centennial Plaza	Oklahoma City, OK	The Price REIT, Inc.
12	Lease Agreement	4/14/2003	Village of Quail Springs	2201 W. Memorial Road, Oklahoma City, OK	Inland Western Oklahoma City Quail, L.L.C.
14	Lease Agreement	6/19/2003	Horizon Plaza	3825 East Calumet Appleton, WI	Eisenhower Properties, LLC
15	Lease Agreement	9/5/2003	Appleton II	4741 West Lawrence St , Grand Chute, WI	Continental 61 Fund, LLC
16	Shopping Center Lease	11/7/2003	Riverwalk Centre Shopping	2800 S Telephone Rd Moore, OK	PTM1, LLC d/b/a Pine Tree Moore 1, LLC
17	Lease Agreement	6/10/2008	Shackleford Crossing	2616 S Shackleford Rd., Little Rock, AR	Shackleford Crossing Investors, LLC
18	Shopping Center Lease	2/19/2004	East Towne Mall	131 East Towne Mall Madison, WI	Madison/East Towne, LLC
19	Lease Agreement	5/3/2000	South Ridge Square	1200 SE Army Post Rd Des Moines, IA	Des Moines Associates
20	Lease	6/17/2002	Wolf Creek Plaza	10515 5 15th St Bellevue, NE	Wolf Creek Center, LLC
21	Lease	8/3/1970	East Pointe Plaza	Des Moines, IA	Goodrich Des Moines L.L.C.
22	Lease	8/4/2000	Eagle Run	1111 Allen Dr., Grand Island, NE	Robert M. Allen Family Limited Partnership
23	Sublease	12/19/1991	Crossroads Center	2060 Crossroads Blvd #200, Waterloo, IA	The Crossroads Company
24	Lease	5/3/1979	Brentwood Square/leased to Office	LaVista, NE	Frank R. Krejci

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
24a	Lease Agreement	7/12/2006	Shadow Lake	Papillion, NE	Shadow Lake Towne Center, LLC
25	Lease Agreement	12/30/2010	Chesterfield Commons	320 THE Boulevard Chesterfield, MO	THF Chesterfield Three Development, L.L.C.
26	Lease Agreement	12/16/1982	Orchard Plaza	Lenexa, KS	Orchard Center Company, L.L.C.
27	Lease Agreement	3/29/1994	81 Ludwig Dr. Fairview Heights Plaza	Fairview, IL	Fairview Heights Associates Limited Partnership
28	Shopping Center Lease	4/26/2002	Tallgrass Centre	2057 N Rock Rd, Suite101, Wichita, KS	KIR E. Wichita L.P.
29	Agreement and Indenture of Sublease	3/21/1972	Gordmans (Stand Alone)	3245 Topeka Boulevard, Topeka, KS	911 Walnut, Inc.
30	Lease Agreement	1/17/1993	10001 E 71st South Union Plaza Shopping	Tulsa, OK	BVCV Union Plaza, LLC
31	Shopping Center Lease	1/15/1999	Centennial Plaza, Yale Street	1887 S. Yale, Tulsa, OK	SRI, LLC
32	Lease Agreement	3/15/1994	South Oaks	Springfield, MO	Wal-Mart Stores, Inc.
35	Standard Commercial Shopping Center Lease	8/1/1994	Westland Towne Center	Lakewood, CO	Alameda/225, LLC
36	Lease	3/1/1978	Transit Plaza	Sioux City, IA	Transit Properties
36a	Shopping Center Lease	1/17/2005	Lakeport Commons	Sioux City, IA	MB Sioux City Lakeport, L.L.C.
37	Shopping Center Lease Agreement	11/11/2010	Rivertree Court	701 N. Milwaukee Ave., Vernon Hills, IL	Inland Real Estate Column I, L.L.C.
38	Lease Agreement	5/2/2011	Station Park	360 N. Station Parkway, Farmington, UT	Station Park Centercal, LLC
39	Lease Agreement	10/1/2010	East Hills Mall	3702 Frederick Ave, St. Joseph, MO	Midland Empire Retail, LLC
40	Lease Agreement	11/5/2010	Westridge Court	Naperville, IL	Brixmor Holdings 6 SPE, LLC
41	Shopping Center Lease	3/6/1995	Thornton Town Center	10001 Grant St., Thornton, CO	Amerishop Thornton, LLC
42	Lease	8/26/1996	Fremont Mall	850 E 23rd St Fremont, NE	Fremont Mall, LLC
43	Lease Agreement	8/21/2000	Empire Mall	4001 S Louise Avenue Sioux Falls, SD	Empire Mall, LLC
44a	Lease Agreement	10/5/2009	Lincoln Crossing	5050 N 27th St Lincoln, NE	Lincoln Crossing Fifth Addition, LLC
45	Lease Agreement	6/29/2016	Westown Shopping Center	1400 22nd St, Des Moines, IA	Catalyst Westowne, LLC

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
46	Lease Agreement	5/15/209	Adams Dairy Landing	1270 NE Coronado Drive, Blue Springs, MO	Blue Springs Development Three, Inc.
47	Lease	12/21/1987	Noland Fashion Square	13500 A East 40 Hwy Independence, MO	Noland Fashion Square Partners
48	Creekwood Commons Shopping Center Lease	11/19/2002	Creekwood Commons	Kansas City, MO	Creekwood Commons, LLC
49	Lease	5/3/1995	Mark Twain Mall	St. Charles, MO	G&I VI St. Charles Retail LLC
50	Lease Agreement	11/4/2008	Distribution Center	Omaha, NE	NL Ventures VII Douglas, L.L.C.
51	Standard Form Industrial Building Lease (Multi-Tenant)	12/2/2005	NFM Warehouse	Omaha, NE	Nebraska Furniture Mart, Inc.
53	Aksarben Village Office Lease	2/27/2013	Aksarben Village Gordman Corp. Office	Aksarben Village Omaha, NE	Waitt Aksarben 8, LLC
59	Lease Agreement	9/30/2011	Treasure Valley Marketplace	16740 North Marketplace Boulevard Nampa, ID	TVM Centercal, LLC
60	Lease Agreement	2/6/2004	Broadmoor Town Center	1972 Southgate Road Colorado Springs, CO	New Haven WG, LLC
63	Lease Agreement	4/6/2004	O'Fallon Walk	2259 Missouri State Highway K, O'Fallon, MO	PEBB O'Fallon, LLC
64	Shopping Center Lease	4/16/2004	State Line Station	13617 Washington St Kansas City, MO	State Line Point, LLC
65	Lease Agreement	5/13/2004	Rib Mountain Drive	3701 Rib Mountain Drive, Wausau, WI	Freedom Group LLC
66	Retail Lease	7/21/2004	Mankato Store	1960 Adams St Mankato, MN	KTJ Limited Liability Partnership One Hundred Three
67	Lease	1/28/2005	East Lloyd Shopping Center	6200 E Lloyd Expressway, Evansville, IN	GPT Evansville, L.L.C.
68	Lease Agreement	10/22/2004	The Shoppes at College Hills	306 S. Towanda Ave Normal, IL	IMI College Hills LLC
69	Lease Agreement	12/22/2004	State & Perry Road	7143 E State St Rockford, IL	Rancho Perryville I, LLC
70	Lease Agreement	12/22/2004	Gateway to Machesney Park	1548 West Lane Rd Machesney Park, IL	Rubloff C & G Portfolio, LLC
71	Shopping Center Lease	3/31/2005	Plaza at Grand Prairie	7611 North Grand Prairie Dr., Peoria, IL	Spirit GO Peoria IL, LLC
72	Lease Agreement	3/31/2005	Marketplace on First	4601 1st Ave SE Cedar Rapids, IA	Marketplace On First, LLC
73	Shopping Center Lease	9/20/2005	Southhaven Towne Center	100 Towne Center Loop, Southhaven, MI	Southhaven Towne Center II, LLC

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
74	Lease Agreement	10/10/2005	Countrywood Crossing	Memphis, TN	Countrywood LeaseCo, LLC
76	Lease Agreement	7/6/2005	Lafeyette Pavilions	100 S Creasy Lane, Suite 1400, Lafayette, IN	ARCP MT Lafayette IN, LLC
78	Shopping Center Lease	1/12/2006	Plaza at Fayette Mall	Lexington, KY	Fayette Plaza CMBS, LLC
79II	Lease Agreement	7/27/2007	Pinnacle Hills	Rogers, AR	Pinnacle South, LLC
80	Lease Agreement	4/27/2007	Coral North	Coralville, IA	TKG Coral North, L.L.C.
81	Lease Agreement	12/27/1979	Crossroad Shopping Center	7011 W Central #300, Wichita, KS	Phillip G. Ruffin
82	Standard Shopping Center Lease	8/21/2002	Lake Manawa	3125 Manawa Centre Dr., Council Bluffs IA	Lake Manawa "G" LLC
83	Shopping Center Lease	10/1/2007	Orchard Crossing	902 S Thomas Road Ft. Wayne, IN	PTI Ft. Wayne, LLC
84	Lease Agreement	10/5/2009	Princess City Plaza	4430 Grape Road Mishawaka, IN	IRC Princess City Plaza, L.L.C.
85	Lease Agreement	11/28/2007	Rushmore Crossing	Rapid City, SD	Midland Rushmore, LLC
86	Shopping Center Lease	6/17/2010	Burnsville Center	901 County Rd 42 West, Burnsville, MN	Burnsville Center SPE, LLC
87	Lease Agreement	7/8/2010	Tamarack Village	8268 Tamarack Village, Woodbury, MN	Tamarack Village Shopping Center LP
89	Lease Agreement	6/7/2011	District Shopping Center	11590 South District Drive, South Jordan, UT	The District, L.C.
90	Lease Agreement	6/9/2011	Crossroads of Roseville	1663 County Rd B2 West, Roseville, MN	Wilcal Crossroads, LLC
100	Lease Agreement	7/30/2013	Village at Cumberland Park	8950 S Broadway Ave Tyler, TX	Tyler Broadway/Centennial LP
101	Lease Agreement	6/7/2011	Gable Crossing	214 Gable Crossing Dr., Avon, IN	H.V. Real Estate Corporation and Jeffco
102	Lease Agreement	10/14/2011	Riverdale Shopping Center	1101 West Riverdale Road, Riverdale, UT	DDR Riverdale South LLC
103	Lease Agreement	9/30/2011	Meridan Town Center	2260 N. Eagle Road Meridan, ID	Meridian CenterCal, LLC
104	Lease Agreement	11/28/2011	Arapahoe Crossing	6472 S Parker Rd Aurora, CO	Arapahoe Crossings, L.P.
105	Lease Agreement	1/9/2012	Bowles Crossing	8055 W Bowles Ave Littleton, CO	Pera Bowles, Inc.
106	Lease Agreement	4/11/2012	Meadows Shopping Center	219 N Meadow Lane American Fork, UT	AFCC Limited
107	Lease Agreement	7/12/2012	East Peoria, Downtown	340 West Washington Street East Peoria, IL	EP Downtown, LLC

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
108	Lease Agreement	5/2/2012	The Family Center	7220 S Union Park Ave, Midvale, UT	DDR Midvalley LLC
109	Lease Agreement	11/15/2012	Southport Plaza	7450 Green Bay Road, Suite B Kenosha, WI	Continental 271 Fund LLC
110	Lease Agreement	12/12/2012	Coronado Center	6600 Menaul Blvd NE Albuquerque, NM	Coronado Center Anchor Acquisition, LLC
111	Lease Agreement	10/17/2012	Cottonwood Commons	6600 Menaul Blvd NE Albuquerque, NM	CPP Cottonwood Commons, LLC
112	Lease Agreement	10/17/2012	River Falls Shopping Center	Clarksville, IN	CPP River Falls, LLC and CPP River Falls II LLC
113	Lease Agreement	10/24/2012	Southgate Center	3220 16th ST SW Minot, ND	Southgate Center, LLC
114	Lease Agreement	12/3/2012	Porter's Vale	710 Porter's Vale Blvd Valparaiso, IN	Porter's Vale Shopping Center LLC
115	Lease Agreement	4/16/2013	Regency Centers	101 US Highway 41, Schererville, IN	RB Schererville Crossings, LLC
116	Lease Agreement	1/11/2013	Ash Park Shopping Center	2351 Holmgren Way Ashwauben, WI	Ash Investors, LLC
117	Lease Agreement	3/29/2013	Lakeshore Marketplace	5159 Harvey Street Muskegon, MI	Ramco-Gershenson Properties, L.P.
118	Lease Agreement	9/15/2015	West Grayhawk	Omaha, NE	Royce Grayhawk, LLC
119	Lease Agreement	10/31/2013	Wilsontown Center	4910 Wilson Ave SW Grand Rapids,	National Retail Properties, LP
120	Lease Agreement	6/8/2015	Hay Creek Shops	1449 East LaSalle Drive, Bismarck, SD	La Salle Shopping Center LLC
121	Lease Agreement	2/13/2014	Saginaw Square	5202 Bay Road Saginaw, MI	National Retail Properties, LP
122	Shopping Center Lease Agreement	8/19/2013	Southshore Center	1001 E. Parkcenter Blvd, Boise, ID	Inland PT JV I, L.L.C.
952	Build to Suit Distribution Center Lease Agreement	1/14/2013	Distribution Center II	Monrovia, IN	Ambrose Monrovia, LLC
123	Lease Agreement	12/30/2013	Creekside Commons	9567 Mentor Avenue Mentor, OH	First Interstate Mentor Centers LP
124	Lease Agreement	9/25/2013	Arnold Crossroads	235 Arnold Crossroads Center Arnold, MO	Arnold Crossroads, LLC
125	Shopping Center Lease	4/10/2014	Meridian Mall	1982 W Grand River, Building, Lansing, MI	Meridian Mall Limited Partnership
126	Lease Agreement	12/4/2013	Marketplace at Four Corners	7605 Market Place Drive, Bainbridge,	PEBB Cleveland, LLC

SCHEDULE 4.10(b) - LEASED REAL PROPERTY

<u>Store #</u>	<u>Lease Agreement</u>	<u>Date Of Lease</u>	<u>Location Name</u>	<u>Location Address</u>	<u>Landlord</u>
127	Lease Agreement	8/31/2015	Liberty Commons	Liberty, MO	Legacy Liberty, LLC
128	Lease Agreement	8/12/2014	Eastgate Shopping Center	Cincinnati, OH	PEBB Cincinnati, LLC
129	Lease Agreement	12/18/2014	Southdale Mall	800 Southdale Center Edina, MN	Southdale Center, LLC
130	Lease Agreement	10/6/2015	Chapel Hills	Co. Springs, CO	Garrison Chapel Hills Owner, LLC
131	Lease Agreement	12/22/2015	Riverdale Commons	Coon Rapids, MN	Inland TRS Property Management, Inc.
132	Lease Agreement	3/4/2016	Shoppes at Parma	Parma, OH	Parmatown Station LLC

EXHIBIT C

Agency Agreement

AGENCY AGREEMENT

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

Section 1. Recitals.

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

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

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

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

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

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

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

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

Section 2. Appointment of Agent/Approval Order.

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

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

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

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

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

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

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

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

Section 3. Consideration to Merchant and Agent.

3.1 Payments to Merchant.

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

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

3.2 Compensation to Agent.

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

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

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

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

3.3 Proceeds; Time of Payments; Control of Proceeds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Expenses of the Sale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Payment of Expenses.

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

4.3 Distribution Centers

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

Section 5. Gross Rings; Merchandise.

5.1 Inventory Taking.

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

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

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

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

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

5.2 Merchandise Subject to This Agreement.

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

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

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

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

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

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

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

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

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

5.3 Valuation.

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

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

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

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

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

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

Section 6. Sale Term.

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

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

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

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

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

Section 7. FF&E.

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

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

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

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

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

Section 8. Conduct of the Sale.

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

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

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

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

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

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

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

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

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

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

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

8.3 Sales Taxes.

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

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

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

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

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

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

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

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

8.9 Additional Agent Merchandise.

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

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

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

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

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

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

Section 9. Employee Matters.

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

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

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

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

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

Section 10. Conditions Precedent and Subsequent.

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Representations, Warranties and Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Insurance.

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

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

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

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

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

Section 13. Indemnification.

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

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

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

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

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

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

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

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

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

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

Section 15. Agent's Security Interest.

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

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

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

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

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

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

Section 16. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 17. Miscellaneous.

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

If to JV Agent:

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

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

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

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

If to Purchaser:

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

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

Cravath, Swaine & Moore LLP
Worldwide Plaza

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

If to the Merchant:

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

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

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

If to the
Administrative Agent
or any Lender:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GORDMANS STORES, INC.

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

GORDMANS INTERMEDIATE HOLDING CORP.

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

GORDMANS, INC.

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

GORDMANS MANAGEMENT COMPANY, INC.

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

Signature Page to Agency Agreement

GORDMANS DISTRIBUTION COMPANY, INC.

By: Andrew T. Hall

Name: Andrew T. Hall

Title: President, Chief Executive Officer and Secretary

GORDMANS LLC

By: Andrew T. Hall

Name: Andrew T. Hall

Title: President, Chief Executive Officer and Secretary

Signature Page to Agency Agreement

TIGER CAPITAL GROUP, LLC

By: 
Name: Michael McGrail
Title: COO

GREAT AMERICAN GROUP WF, LLC

By: _____
Name:
Title:

SPECIALTY RETAILERS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

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

By: _____
Name:
Title:

TIGER CAPITAL GROUP, LLC

By: _____
Name:
Title:

GREAT AMERICAN GROUP WF, LLC

By: Scott K Carpenter
Name: Scott K. Carpenter
Title: President, GA Retail Solutions

SPECIALTY RETAILERS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

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

By: _____
Name:
Title:

Signature Page to Agency Agreement

TIGER CAPITAL GROUP, LLC

By: _____
Name:
Title:

GREAT AMERICAN GROUP WF, LLC

By: _____
Name:
Title:

SPECIALTY RETAILERS, INC.

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

ACKNOWLEDGED AND AGREED:

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

By: _____
Name:
Title:

[Signature Page to Agency Agreement]

TIGER CAPITAL GROUP, LLC

By: _____
Name:
Title:

GREAT AMERICAN GROUP WF, LLC

By: _____
Name:
Title:

SPECIALTY RETAILERS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

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

By: 
Name: MICHAEL WATSON
Title: DULY AUTHORIZED SIGNATORY

Signature Page to Agency Agreement

Agency Agreement
Exhibit 1A
Closing Stores

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

**Agency Agreement
Exhibit 1B
Designation Rights Stores**

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

Exhibit 2(b)

Approval Order

[Intentionally Omitted - See Docket No. 287-1 for Exhibit]

Exhibit 3.1(b)

Merchandise Threshold Schedule

Merchandise - Guaranty Adjustment Schedule
(\$000's)

Inventory Increment	Retail Value of Merchandise	Guaranty \$
THRESHOLD	145,000	74,150
500	144,500	73,823
500	144,000	73,496
500	143,500	73,098
500	143,000	72,701
500	142,500	72,305
500	142,000	71,839
500	141,500	71,375
500	141,000	70,912
500	140,500	70,450
500	140,000	69,850
500	139,500	69,253
500	139,000	68,658
500	138,500	68,065
500	138,000	67,475
500	137,500	66,888
500	137,000	66,303
500	136,500	65,720
500	136,000	65,140
500	135,500	64,563
500	135,000	63,988
500	134,500	63,415
500	134,000	62,845
500	133,500	62,278
500	133,000	61,713
500	132,500	61,150
500	132,000	60,590
500	131,500	60,033
500	131,000	59,478
500	130,500	58,925
500	130,000	58,375
500	129,500	57,828
500	129,000	57,283
500	128,500	56,740
500	128,000	56,200
500	127,500	55,663
500	127,000	55,128
500	126,500	54,595
500	126,000	54,065
500	125,500	53,538
500	125,000	53,013
500	124,500	52,490
500	124,000	51,970
500	123,500	51,453
500	123,000	50,938
500	122,500	50,425
500	122,000	49,915
500	121,500	49,408
500	121,000	48,903
500	120,500	48,400
500	120,000	47,900
500	119,500	47,403
500	119,000	46,908
500	118,500	46,415
500	118,000	45,925
500	117,500	45,438
500	117,000	44,953
500	116,500	44,470
500	116,000	43,990
500	115,500	43,513
500	115,000	43,038
500	114,500	42,565
500	114,000	42,095
500	113,500	41,628
500	113,000	41,163
500	112,500	40,700
500	112,000	40,240
500	111,500	39,783
500	111,000	39,328
500	110,500	38,875
500	110,000	38,425

*Adjustments between the above increments
shall be handled on pro rata basis

Exhibit 3.4

Form of Letter of Credit

[Intentionally Omitted - See Docket No. 287-1 for Exhibit]

Exhibit 4.1(c)

Occupancy Expenses

Exhibit 4.1(c)

Gordman's, Inc.

Occupancy Expense Schedule

Loc Number	Street Address	City	State	Zip	Gross Sq. Ft.	Selling Sq. Ft.	Location Type	Measurement Period							
								Rent	CAM	Real Estate Tax	Real Estate Insurance	Utilities	Maintenance	Telephone	Total Per Diem
2	3860 Elmore Ave	Davenport	IA	52807	50,000	43,860 Strip Center	\$ 925	\$ 86	\$ 321	\$ 6	\$ 265	\$ 265	\$ 22	\$ 1,890	
3	4401 27th St	Moline	IL	61265	52,463	46,081 Stand Alone on Mall Pad	\$ 1,007	\$ 98	\$ 275	\$ 6	\$ 294	\$ 102	\$ 23	\$ 1,804	
4	1901 N Market	Champaign	IL	61822	49,770	43,782 Strip Center	\$ 1,246	\$ 324	\$ 231	\$ 6	\$ 208	\$ 133	\$ 23	\$ 2,171	
5	5100 14th Ave SW	Fargo	ND	58103	54,654	47,147 Strip Center	\$ 1,428	\$ 169	\$ 199	\$ 9	\$ 292	\$ 113	\$ 29	\$ 2,238	
6	3501 32nd Ave South	Grand Forks	ND	58201	55,125	47,931 Power Center	\$ 1,247	\$ 192	\$ 215	\$ 8	\$ 214	\$ 179	\$ 29	\$ 2,084	
7	17202 Lakeside Hills Plz	Omaha	NE	68130	50,000	44,377 Power Center	\$ 1,479	\$ 415	\$ 390	\$ 7	\$ 241	\$ 170	\$ 28	\$ 2,729	
8	3231 S Veterans Parkway	Springfield	IL	62704	50,465	44,591 Power Center	\$ 1,845	\$ 145	\$ 280	\$ 7	\$ 485	\$ 104	\$ 27	\$ 2,893	
9	687 Gravois Bluffs Blvd	Fenton	MO	63026	50,705	45,242 Power Center	\$ 1,473	\$ 232	\$ 393	\$ 7	\$ 320	\$ 128	\$ 22	\$ 2,576	
10	9350 Sheridan Blvd	Westminster	CO	80031	54,260	45,768 Strip Center	\$ 1,562	\$ 261	\$ 367	\$ 6	\$ 365	\$ 107	\$ 24	\$ 2,692	
11	3000 NW 59th St	Oklahoma City	OK	73112	50,000	43,475 Power Center	\$ 1,371	\$ 177	\$ 236	\$ 5	\$ 294	\$ 175	\$ 26	\$ 2,283	
12	2201 West Memorial Road	Oklahoma City	OK	73134	55,126	48,877 Strip Center on Mall Pad	\$ 1,602	\$ 302	\$ 212	\$ 6	\$ 290	\$ 167	\$ 22	\$ 2,601	
13	3825 East Calumet	Appleton	WI	54915	50,627	45,058 Power Center	\$ 1,249	\$ 440	\$ 349	\$ 5	\$ 269	\$ 176	\$ 22	\$ 2,511	
14	4741 West Lawrence St	Grand Chute	WI	54914	55,333	45,465 Strip Center	\$ 1,706	\$ 95	\$ 271	\$ 6	\$ 239	\$ 141	\$ 22	\$ 2,481	
15	2800 S Telephone Rd	Moore	OK	73160	60,747	54,425 Power Center	\$ 1,998	\$ 243	\$ 289	\$ 7	\$ 297	\$ 150	\$ 22	\$ 3,007	
16	2616 S Shadwick Rd.	Little Rock	AR	72205	49,880	43,932 Power Center	\$ 1,367	\$ 170	\$ 164	\$ 7	\$ 246	\$ 128	\$ 25	\$ 2,107	
17	131 East Towne Mall	Madison	WI	53704	47,943	42,765 Mall	\$ 1,774	\$ 14	\$ 6	\$ 6	\$ 203	\$ 165	\$ 24	\$ 2,192	4% on sales above 16,180,763
18	1200 S E Army Post Rd	Des Moines	IA	50315	55,344	46,002 Strip Center	\$ 658	\$ 282	\$ 405	\$ 6	\$ 228	\$ 131	\$ 25	\$ 1,735	
19	10515 S 15th St	Bellevue	NE	68123	51,000	45,294 Power Center	\$ 1,503	\$ 153	\$ 288	\$ 6	\$ 238	\$ 125	\$ 27	\$ 2,339	
20	2590 Hubbell Ave	Des Moines	IA	50317	90,597	72,637 Stand Alone	\$ 507	\$ 66	\$ 140	\$ 6	\$ 270	\$ 101	\$ 24	\$ 1,115	
21	1111 Allen Dr	Grand Island	NE	68803	49,318	43,760 Power Center	\$ 807	\$ 152	\$ 140	\$ 6	\$ 270	\$ 101	\$ 24	\$ 1,500	
22	2060 Crossroads Blvd #200	Waterloo	IA	50702	56,290	50,380 Mall	\$ 733	\$ 63	\$ 196	\$ 6	\$ 152	\$ 147	\$ 29	\$ 1,326	
23	7825 Towne Center Parkway	Papillion	NE	68046	50,274	45,213 Power Center	\$ 1,685	\$ 497	\$ 503	\$ 5	\$ 222	\$ 125	\$ 29	\$ 3,065	3% on sales above 20,495,036
24	320 THF Boulevard	Chesterfield	MO	63005	48,380	42,053 Power Center	\$ 1,359	\$ 323	\$ 402	\$ 6	\$ 260	\$ 91	\$ 31	\$ 2,471	
25	9650 Quivira	Lenexa	KS	66215	66,161	54,946 Power Center	\$ 1,496	\$ 250	\$ 530	\$ 8	\$ 336	\$ 163	\$ 10	\$ 2,793	2.5% on sales above 9,924,150
26	81 Ludwig Dr	Fairview Heights	IL	62208	60,137	53,114 Power Center	\$ 1,409	\$ 319	\$ 601	\$ 8	\$ 232	\$ 120	\$ 26	\$ 2,716	2% on sales above 12,000,000
27	2057 N Rock Rd, Suite101	Wichita	KS	67206	47,078	42,816 Power Center	\$ 1,185	\$ 303	\$ 389	\$ 7	\$ 305	\$ 130	\$ 22	\$ 2,340	
28	3245 Topeka Blvd	Topeka	KS	66611	93,386	71,294 Stand Alone	\$ 1,053	\$ 135	\$ 232	\$ 30	\$ 453	\$ 162	\$ 23	\$ 2,088	2% on sales above 15M
29	10001 E 1st South	Tulsa	OK	74133	75,400	64,669 Power Center	\$ 1,411	\$ 143	\$ 262	\$ 7	\$ 367	\$ 158	\$ 31	\$ 2,379	2% on sales above \$10.5M
30	1887 S. Yale	Tulsa	OK	74112	60,000	53,809 Power Center	\$ 1,702	\$ 77	\$ 118	\$ 6	\$ 329	\$ 151	\$ 22	\$ 2,405	2.5% on sales above 23,640,000
31	3303 S Campbell Ave	Springfield	MO	65807	66,076	61,225 Power Center	\$ 860			\$ 9	\$ 240	\$ 223	\$ 28	\$ 1,360	1% on sales above 9,333,000
32	10755 W Colfax Ave	Lakewood	CO	80215	71,800	64,567 Power Center	\$ 984	\$ 168	\$ 372	\$ 23	\$ 369	\$ 171	\$ 28	\$ 2,115	1% on sales above 10,000,000
33	5001 Sergeant Rd, Suite 140	Sioux City	IA	51106	57,027	51,215 Power Center	\$ 1,915	\$ 322	\$ 872	\$ 8	\$ 269	\$ 167	\$ 22	\$ 3,574	
34	701 North Milwaukee Ave	Vernon Hills	IL	60061	50,012	43,090 Strip Center	\$ 1,371	\$ 303	\$ 314	\$ 6	\$ 236	\$ 147	\$ 27	\$ 2,403	
35	360 N. Station Parkway	Farmington	UT	84025	50,396	44,181 Strip Center	\$ 1,347	\$ 403	\$ 176	\$ 7	\$ 272	\$ 126	\$ 29	\$ 2,359	
36	3702 Frederick Ave	St Joseph	MO	64506	50,060	43,568 Mall	\$ 1,405	\$ 150	\$ 598	\$ 7	\$ 869	\$ 134	\$ 28	\$ 3,191	3.5% on sales above 13,928,571.43
37	2639 Aurora Ave	Naperville	IL	60540	49,994	43,642 Strip Center	\$ 1,439	\$ 339	\$ 210	\$ 9	\$ 341	\$ 98	\$ 27	\$ 2,462	
38	10001 Grant St.	Thornton	CO	80229	64,080	57,195 Power Center	\$ 1,493	\$ 406	\$ 453	\$ 7	\$ 369	\$ 212	\$ 23	\$ 2,964	2% on sales above 25,632,000
39	850 E 23rd St	Fremont	NE	68025	37,651	32,249 Mall	\$ 361	\$ 173	\$ 36	\$ 5	\$ 138	\$ 111	\$ 28	\$ 852	3% on sales above 4,392,000
40	4001 S Louise Avenue	Sioux Falls	SD	57106	60,000	50,898 Stand Alone on Mall Pad	\$ 1,156	\$ 198	\$ 205	\$ 8	\$ 342	\$ 228	\$ 30	\$ 2,168	
41	5050 N 27th St	Lincoln	NE	68521	54,824	48,579 Power Center	\$ 1,516	\$ 98	\$ 258	\$ 10	\$ 212	\$ 152	\$ 26	\$ 2,273	
42	1400 22nd St	Des Moines	IA	50266	78,388	64,347 Power Center	\$ 1,047	\$ 148	\$ 179	\$ 31	\$ 201	\$ 207	\$ 24	\$ 1,773	1.5% of sales over 10M
43	1270 NE Coronado Drive	Blue Springs	MO	64014	47,628	41,716 Power Center	\$ 1,273	\$ 231	\$ 520	\$ 7	\$ 266	\$ 106	\$ 25	\$ 2,429	3% on sales above 15,479,100
44	13500 A East 40 Hwy	Independence	MO	64055	78,520	63,609 Strip Center	\$ 1,259	\$ 196	\$ 231	\$ 28	\$ 376	\$ 127	\$ 25	\$ 2,241	2.5% on sales above 20,201,280
45	309 NE Englewood Rd	Kansas City	MO	64118	55,695	47,963 Power Center	\$ 1,145	\$ 347	\$ 275	\$ 7	\$ 419	\$ 219	\$ 31	\$ 2,443	
46	1355 S 5th St	St Charles	MO	63301	76,441	63,768 Power Center	\$ 1,771	\$ 224	\$ 315	\$ 23	\$ 421	\$ 152	\$ 22	\$ 2,927	
47	16740 North Marketplace Blvd	Nampa	ID	83687	49,999	43,879 Power Center	\$ 1,268	\$ 227	\$ 452	\$ 7	\$ 188	\$ 108	\$ 23	\$ 2,272	
48	1972 Southgate Road	Colorado Springs	CO	80906	49,955	44,672 Power Center	\$ 1,506	\$ 351	\$ 92	\$ 7	\$ 230	\$ 116	\$ 24	\$ 2,326	
49	2259 Missouri State Hwy K	O'Fallon	MO	63366	60,964	55,036 Power Center	\$ 1,003	\$ 226	\$ 257	\$ 6	\$ 346	\$ 145	\$ 25	\$ 2,007	
50	13617 Washington St	Kansas City	MO	64145	60,062	53,931 Power Center	\$ 1,153	\$ 1,054	\$ 369	\$ 6	\$ 411	\$ 134	\$ 23	\$ 3,148	
51	3701 Rib Mountain Drive	Wausau	WI	54401	60,488	55,063 Power Center	\$ 1,741	\$ 125	\$ 429	\$ 7	\$ 221	\$ 139	\$ 22	\$ 2,684	
52	1960 Adams St.	Mankato	MN	56001	61,692	54,570 Power Center	\$ 1,691	\$ 230	\$ 349	\$ 7	\$ 203	\$ 147	\$ 28	\$ 2,655	
53	6200 E Lloyd Expressway	Evansville	IN	47715	60,947	55,262 Strip Center	\$ 2,088	\$ 921	\$ 341	\$ 8	\$ 443	\$ 145	\$ 22	\$ 3,970	
54	306 S. Townsda Ave	Normal	IL	61761	60,186	54,056 Power Center	\$ 1,939	\$ 425	\$ 468	\$ 7	\$ 322	\$ 134	\$ 23	\$ 3,317	
55	7143 E State St	Rockford	IL	61108	60,725	54,564 Strip Center	\$ 1,831	\$ 199	\$ 1,007	\$ 7	\$ 377	\$ 170	\$ 24	\$ 3,615	
56	1548 West Lane Rd	Machesney Park	IL	61115	60,040	53,863 Power Center	\$ 1,275	\$ 239	\$ 407	\$ 6	\$ 282	\$ 107	\$ 23	\$ 2,338	
57	7611 North Grand Prairie Dr	Peoria	IL	61615	60,800	54,439 Power Center	\$ 2,042	\$ 97	\$ 533	\$ 7	\$ 358	\$ 140	\$ 27	\$ 3,205	
58	4601 1st Ave SE	Cedar Rapids	IA	52402	59,964	54,179 Strip Center	\$ 1,899	\$ 148	\$ 529	\$ 8	\$ 321	\$ 172	\$ 28	\$ 3,104	
59	100 Town Center Loop	Southaven	MS	38671	59,356	53,146 Power Center	\$ 1,627	\$ 234	\$ 264	\$ 7	\$ 326	\$ 207	\$ 22	\$ 2,687	
60	228 N Germantown Pkwy	Cordova	TN	38016	60,833	55,081 Power Center	\$ 1,709	\$ 160	\$ 992	\$ 8	\$ 402	\$ 116	\$ 23	\$ 3,410	3% on sales above 6.5M
61	100 S Creasy Lane, Suite 1400	Lafayette	IN	47905	60,060	53,878 Power Center	\$ 1,498	\$ 982	\$ 510	\$ 8	\$ 337	\$ 165	\$ 24	\$ 3,524	
62	3801 Mall Road	Lexington	KY	40503	60,000	54,525 Strip Center on Mall Pad	\$ 1,316	\$ 455	\$ 414	\$ 6	\$ 304	\$ 149	\$ 28	\$ 2,673	
63	2230 S Promenade Blvd	Rogers	AK	72758	53,908	48,713 Power Center	\$ 1,404	\$ 458	\$ 120	\$ 7	\$ 251	\$ 126	\$ 24	\$ 2,390	3% on sales above 17,070,868
64	2515 Corridor Way	Coralville	IA	52241	50,071	44,751 Strip Center	\$ 1,132	\$ 128	\$ 740	\$ 7	\$ 208	\$ 125	\$ 23	\$ 2,365	
65	701 W Central #300	Wichita	KS	67212	62,750	54,880 Stand Alone	\$ 946		\$ 181	\$ 23	\$ 264	\$ 126	\$ 34	\$ 1,574	1.5% on sales less minimum rent of 345,
66	3125 Manawa Centre Dr	Council Bluffs	IA	51501	50,000	45,299 Power Center	\$ 1,519	\$ 170	\$ 331	\$ 6	\$ 260	\$ 165	\$ 50	\$ 2,502	
67	902 S Thomas Road	Ft Wayne	IN	46804	50,233	44,224 Power Center	\$ 1,652	\$ 306	\$ 292	\$ 8	\$ 226	\$ 174	\$ 26	\$ 2,684	
68	4430 Grape Road	Mishawaka	IN	46545	53,409	45,963 Power Center	\$ 1,610	\$ 280	\$ 249	\$ 7	\$ 287	\$ 205	\$ 24	\$ 2,662	3% on sales above 18,693,152
69	1617 Eglin Street	Rapids City	SD	57701	50,435	44,496 Power Center	\$ 1,313	\$ 159	\$ 352	\$ 8	\$ 342	\$ 160	\$ 25	\$ 2,358	
70	901 County Rd 42 West	Burnsville	MN	55306	49,036	42,077 Mall	\$ 1,411	\$ 642	\$ 642	\$ 10	\$ 315	\$ 205	\$ 28	\$ 2,611	3.5% on sales above 10,786,001
71	82														

Exhibit 4.1(c)

Gordman's, Inc.

Occupancy Expense Schedule

Loc Number	Street Address	City	State	Zip	Gross Sq. Ft.	Selling Sq. Ft.	Location Type	Measurement Period										
								Rent	CAM	Real Estate Tax	Real Estate Insurance	Utilities	Maintenance	Telephone	Total Per Diem	% Rent Provision	Jan-Dec	
102	1101 West Riverdale Road	Riverdale	UT	84405	49,679	42,778	Power Center	\$ 1,362	\$ 197	\$ 173	\$ 10	\$ 231	\$ 135	\$ 24	\$ 2,132	2% on sales above 14M		
103	2260 N.Eagle Road	Meridian	ID	83646	50,168	44,144	Strip Center	\$ 1,306	\$ 204	\$ 311	\$ 10	\$ 78	\$ 135	\$ 23	\$ 2,068		Jan-Dec	
104	6472 S.Parker Rd	Aurora	CO	80016	55,143	48,372	Power Center	\$ 1,512	\$ 303	\$ 454	\$ 10	\$ 315	\$ 122	\$ 24	\$ 2,740			
105	8055 W Bowles Ave	Littleton	CO	80123	48,491	42,351	Strip Center	\$ 1,263	\$ 173	\$ 378	\$ 10	\$ 202	\$ 111	\$ 23	\$ 2,159	3% on sales above 15,355,484	Apr-Mar	
106	219 N Meadow Lane	American Fork	UT	84003	50,143	43,821	Power Center	\$ 1,546	\$ 316	\$ 175	\$ 16	\$ 263	\$ 162	\$ 26	\$ 2,504	3.5% on sales above 16,117,392.86	Apr-Mar	
107	340 West Washington Street	Peoria	IL	61611	50,221	43,433	Power Center	\$ 1,501	\$ 210	\$ 379	\$ 18	\$ 158	\$ 105	\$ 24	\$ 2,394			
108	7220 S Union Park Ave	Midvale	UT	84047	50,707	44,403	Power Center	\$ 1,529	\$ 252	\$ 264	\$ 10	\$ 239	\$ 139	\$ 24	\$ 2,457	2% on sales above \$14M	Jan-Dec	
109	7450 Green Bay Road, Suite B	Kenosha	WI	53142	50,000	44,585	Power Center	\$ 1,534	\$ 173	\$ 461	\$ 10	\$ 249	\$ 103	\$ 24	\$ 2,553			
110	6600 Menaul Blvd NE	Albuquerque	NM	87110	52,650	42,348	Mall	\$ 1,515	\$ 315	\$ 292	\$ 12	\$ 308	\$ 220	\$ 29	\$ 2,692			
111	3550 NM 528	Albuquerque	NM	87114	48,483	41,891	Power Center	\$ 1,462	\$ 203	\$ 158	\$ 10	\$ 268	\$ 119	\$ 30	\$ 2,251			
112	945 East Lewis & Clark Pkwy	Clarksville	IN	47129	49,673	43,355	Power Center	\$ 1,225	\$ 205	\$ 205	\$ 11	\$ 282	\$ 107	\$ 24	\$ 2,058			
113	3220 16th ST SW	Minot	ND	58701	50,681	44,622	Strip Center	\$ 1,563	\$ 200	\$ 146	\$ 15	\$ 216	\$ 131	\$ 31	\$ 2,301			
114	710 Porter's Vale Blvd	Valparaiso	IN	46383	49,579	43,901	Power Center	\$ 1,223	\$ 154	\$ 116	\$ 14	\$ 292	\$ 107	\$ 24	\$ 1,932			
115	101 US Highway 41	Schererville	IN	46375	50,134	43,960	Strip Center	\$ 1,427	\$ 362	\$ 488	\$ 15	\$ 326	\$ 124	\$ 19	\$ 2,760	2% on sales above 26,019,546	Jan-Dec	
116	2351 Holmgren Way	Ashwaubenon	WI	54304	50,562	44,413	Strip Center	\$ 1,455	\$ 243	\$ 277	\$ 15	\$ 198	\$ 134	\$ 24	\$ 2,345			
117	5159 Harvey Street	Norton Shores	MI	49444	54,034	45,467	Strip Center	\$ 1,481	\$ 209	\$ 215	\$ 12	\$ 313	\$ 141	\$ 20	\$ 2,391			
118	14933 Evans Plaza	Omaha	NE	68116	50,030	43,072	Strip Center	\$ 1,509	\$ 192	\$ 48	\$ 15	\$ 166	\$ 144	\$ 26	\$ 2,099			
119	4910 Wilson Ave SW	Wyoming	MI	49418	50,275	44,238	Power Center	\$ 1,378	\$ 209	\$ 278	\$ 13	\$ 291	\$ 122	\$ 20	\$ 2,312			
120	1449 East LaSalle Drive	Bismarck	ND	58503	50,741	44,646	Power Center	\$ 1,391	\$ 202	\$ 243	\$ 21	\$ 149	\$ 148	\$ 39	\$ 2,193	2% on sales above 25,370,502	Jan-Dec	
121	5202 Bay Road	Saginaw	MI	48604	46,256	39,841	Strip Center	\$ 1,236	\$ 74	\$ 156	\$ 12	\$ 249	\$ 103	\$ 20	\$ 1,850			
122	1001 E. Parkcenter Blvd	Boise	ID	83706	50,602	44,335	Power Center	\$ 1,336	\$ 85	\$ 112	\$ 12	\$ 162	\$ 116	\$ 20	\$ 1,843			
123	9567 Mentor Avenue	Mentor	OH	44060	46,157	39,423	Strip Center	\$ 1,291	\$ 298	\$ 173	\$ 15	\$ 224	\$ 179	\$ 21	\$ 2,201	3.5% on sales above 13,451,468.57	Jan-Dec	
124	235 Arnold Crossroads Center	Arnold	MO	63010	53,513	47,669	Strip Center	\$ 1,467	\$ 247	\$ 101	\$ 14	\$ 283	\$ 147	\$ 21	\$ 2,280			
125	1982 W Grand River, Building 1	Lansing (Okemos)	MI	48864	50,041	43,840	Mall	\$ 1,269	\$ 407	\$ 175	\$ 14	\$ 409	\$ 128	\$ 20	\$ 2,423	3% on sales above 15,416,667	Jan-Dec	
126	7605 Market Place Drive	Bainbridge	OH	44202	49,574	43,898	Strip Center	\$ 1,445	\$ 203	\$ 238	\$ 15	\$ 149	\$ 115	\$ 21	\$ 2,186			
127	2101 W. Kansas Street	Liberty	MO	64068	44,867	37,430	Strip Center	\$ 569	\$ 423	\$ 738	\$ 13	\$ 134	\$ 114	\$ 25	\$ 2,015			
128	700 Eastgate South Drive, Ste 100	Cincinnati	OH	45245	45,901	38,687	Strip Center	\$ 1,258	\$ 211	\$ 61	\$ 13	\$ 134	\$ 114	\$ 25	\$ 1,817			
129	800 Southdale Center	Edina	MN	55435	43,592	36,737	Mall	\$ 370		\$ 13	\$ 217	\$ 132	\$ 21	\$ 753	5.25% of sales	Feb-Jan		
130	1680 Briargate Blvd., Suite 100	Colorado Springs	CO	80920	44,763	38,428	Mall	\$ 1,227	\$ 378	\$ 113	\$ 14	\$ 134	\$ 114	\$ 25	\$ 2,004	2.75% on sales above 16,277,455x, commencing	Oct-Sep	
131	3340 124th Ave SW	Coon Rapids	MI	55433	45,538	37,722	Strip Center	\$ 1,404	\$ 231	\$ 426	\$ 12	\$ 28	\$ 4	\$ 25	\$ 2,130			
132	8253 W. Ridgewood Drive	Parma	OH	44129	45,079	37,906	Strip Center	\$ 822	\$ 329	\$ 136	\$ 13	\$ 134	\$ 114	\$ 25	\$ 1,573	6.25% of sales above 5M, + an additional 0.25%	Feb-Jan	
Total								\$ 143,597	\$ 26,263	\$ 32,945	\$ 985	\$ 28,971	\$ 14,880	\$ 2,636	\$ 250,277			

Exhibit 5.2(b)

Distribution Center #1

[Intentionally Omitted - See Docket No. 287-2 for Exhibit]

Exhibit 5.2(b)

On-Order Merchandise

[Intentionally Omitted - See Docket No. 287-2 for Exhibit]

Exhibit 5.2(b)(i)

Out-of-Season Goods

[Intentionally Omitted - See Docket No. 287-2 for Exhibit]

Exhibit 5.6

E-Commerce Inventory

[Intentionally Omitted - See Docket No. 287-3 for Exhibit]

Exhibit 8.1

Sale Guidelines

EXHIBIT 8.1

SALE GUIDELINES

A. The Sale shall be conducted so that the Stores in which sales are to occur will remain open no longer than during the normal hours of operation provided for in the respective leases for the Stores.

B. The Sale shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Store on a Sunday.

C. On “shopping center” property, Agent shall not distribute handbills, leaflets or other written materials to customers outside of any Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Store is located; provided that Agent may solicit customers in the Stores themselves. On “shopping center” property, Agent shall not use any flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.

D. At the conclusion of the Sale or the Designation Rights Period, as applicable, Agent shall vacate the Stores in broom clean condition; provided that Agent may abandon any FF&E not sold in the Sale at the Stores, the Distribution Centers, the Headquarters, the Call Center or Merchant’s other corporate offices at the conclusion of the Sale or the Designation Rights Period, as applicable, without cost or liability of any kind to Agent. Any abandoned FF&E left in a Store, Distribution Center, the Headquarters, the Call Center or Merchant’s other corporate offices after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Sale Termination Date or termination of the Designation Rights Period, as applicable, Agent may abandon, in place and without further responsibility or liability of any kind, any FF&E located at a Store, Distribution Center, the Headquarters, the Call Center or Merchant’s other corporate offices.

E. Following, and subject to, the entry of the Approval Order, Agent may advertise the Sale as a “store closing”, “sale on everything”, “everything must go” or similar-themed sale, as dictated by the Approval Order.

F. Agent shall be permitted to utilize display, hanging signs, and interior banners in connection with the Sale; provided, however, that such display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Agent shall not use neon or day-glo on its display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and Agent shall be permitted to utilize exterior banners at (i) non-enclosed mall Stores and (ii) enclosed mall Stores to the extent the entrance to the applicable Store does not require entry into the enclosed mall common area; provided, however, that such banners shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store, shall not be wider than the storefront of the Store, and shall not be larger than 4 feet x 40 feet. In addition, the Merchant and Agent shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Approval Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon Agent any additional restrictions not contained in the applicable lease agreement.

F. Conspicuous signs shall be posted in the cash register areas of each of the affected Stores to effect that “all sales are final.”

G. Except with respect to the hanging of exterior banners, Agent shall not make any alterations to the storefront or exterior walls of any Stores.

H. Agent shall not make any alterations to interior or exterior Store lighting. No property of the landlord of a Store shall be removed or sold during the Sale. The hanging of exterior banners or in-Store signage and banners shall not constitute an alteration to a Store.

I. Agent shall keep Store premises and surrounding areas clear and orderly consistent with present practices.

J. Subject to the provisions of the Agreement, JV Agent shall have the right to sell all Owned FF&E at the Closing Stores, the Indiana Distribution Center, the Headquarters and the Call Center (subject to any side letter between JV Agent and Purchaser, which shall not in any way affect Merchant’s rights under the Agreement) and Purchaser shall have the right to sell all Owned FF&E at the Designation Rights Stores and the Nebraska Distribution Center. JV Agent may advertise the sale of the Owned FF&E in a manner consistent with these guidelines at the Closing Stores and the Indiana Distribution Center and Purchaser may advertise the sale of the Owned FF&E in a manner consistent with these guidelines at the Designation Rights Stores and the Nebraska Distribution Center. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back shipping areas at any time, or through other areas after applicable business hours. For the avoidance of doubt, as of the Sale Termination Date or the termination of the Designation Rights Period, as applicable, Agent may abandon, in place and without further responsibility, any FF&E at the Stores, the Distribution Centers, the Headquarters, the Call Center and Merchant’s other corporate offices.

K. Agent shall be entitled to include Additional Agent Merchandise in the Sale in accordance with the terms of the Approval Order and the Agreement.

L. At the conclusion of the Sale at each Store, pending assumption or rejection of applicable leases, the landlords of the Stores shall have reasonable access to the Stores’ premises as set forth in the applicable leases. The Merchant, Agent and their agents and representatives shall continue to have access to the Stores as provided for in the Agreement.

M. Post-petition rents shall be paid by the Merchant as required by the Bankruptcy Code until the rejection or assumption and assignment of each lease. Agent shall have no responsibility to the landlords therefor.

N. The rights of landlords against Merchant for any damages to a Store shall be reserved in accordance with the provisions of the applicable lease.

O. If and to the extent that the landlord of any Store affected hereby contends that Agent or Merchant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on the Merchant, JV Agent and Purchaser as follows:

If to JV Agent:

Tiger Capital Group, LLC

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

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

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

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

If to Purchaser:

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

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

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Eric L. Schiele;
Paul H. Zumbro;
David J. Perkins
Facsimile: (212) 474-3700
Email: eschiele@cravath.com;
pzumbro@cravath.com;

dperkins@cravath.com

If to Merchant:

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

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

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

Exhibit 11.1(c)

Liens

Exhibit 11.1(c)

Liens

1. Liens pursuant to the Loan, Guaranty and Security Agreement, dated as of February 20, 2009 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), by and among Gordmans, Inc., the guarantors from time to time party thereto, the lenders from time to time party thereto and Wells Fargo Bank, National Association, as arranger, administrative agent and term agent.
2. Statutory liens for taxes not yet delinquent
3. Non-exclusive licenses of intellectual property granted in the ordinary course of business
4. Mechanics, carriers, workmen, warehouseman, repairmen and materialmen liens and similar liens for labor, materials or supplies incurred in the ordinary course of business for amounts that are not due and payable or that are being contested in good faith

Exhibit 11.1(o)

Promotions

February 2017 - Gordmans Marketing Events

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Wkly Sales Ttl (000)
29-Jan	30-Jan	31-Jan	1-Feb	2-Feb	3-Feb	4-Feb	Week 1
Email [Active] New Arrivals	Email [Active] Valentines: Box Signs, Wall Décor, Pillows, etc.	Email [Sgmt] 1. Valentine's: Intimates 2. Baby Apparel + Gear + BOGO Carters	Email [Active] Re-run trending email (Modern Farmhouse)	Email [Active] Valentines: Jewelry, Watches, Gifts Him/Her <i>Banner: Pick&Win-Pick your team this Sat/Sun</i>	Email [Active] 1. Jrs/Miss/Plus: Spring Apparel & Accessories <i>Banner: Pick&Win-Pick your team this Sat/Sun</i>	Email [Sgmt] 1. NFL Pick & Win: Pick your team today/tomorrow, redeem 2/6-2/10 2. Tobacco Basket Story 3. Reactivate Email: \$20 gReward (thru 2/28) In-Store: Distribute Pick & Win NFL \$10 Bounceback 2/4 - 2/5. \$10 offer based on guessing game winner. Redeem 2/6 - 2/10.	\$7,398
31-Jan	1-Feb	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	Week 1
Email (Full) Just In	Email (Sgmt) Easter Decorations	Email (Full) V-Day: Fragrance Gift Sets	Email (Sgmt) 1. Mens Stretch Denim Feature 2. Missy Dresses	Email (Full) 1. \$10 off \$50+ thru 2/14 [b: 5868..86] <i>(Have ready for Monday 2/1)</i>	Email (Full) V-Day: Jewelry and Watches	Email (Sgmt) 1. DSW-Vans (30 stores) 2. DSW-Sketchers (all other stores)	\$8,341
<i>Valentine Online Ship Deadlines:</i> Standard thru 2/3. 2-Day: 2/4 - 2/9. Next Day: 2/10.	<i>Direct Mail</i> (2/1 - 2/14) Val-Day \$10 off \$50+ (5622..93) Circ: 589k No prospects <i>Online A/B Test: Free Ship on \$75+ v. \$50+</i>		<i>Online - Last Day Standard Ship</i>				
5-Feb Super Bowl Sunday	6-Feb: Valentine's Event (thru 2/13)	7-Feb	8-Feb	9-Feb	10-Feb	11-Feb: gRewards Thank You Event	Week 2
Email [Active] New Arrivals	Email 1. Spring Shoe Trends 2. Redeem NFL Pick & Win [Sgmt] 3. Social Contest: Love your Pet Sweepstakes	Email [Sgmt] 1. Valentine's: Intimates, Sleepwear 2. Redeem NFL Pick & Win - Loser \$5 offer	Email 1. Spring Home Trends [Active] 2. (PM) Sat: gRewards Thank You Event [Full]	Email 1. \$10/\$50+ (thru 2/13) [5886..06] + gReward Event Banner	Email 1. V-Day: Fragrance + 30% Clrnce to 45 stores [Sgmt] 2. V-Day: Fragrance + 30% Team to remainder [Sgmt] 3. (PM) gRewards Thk You Event Tomorrow [Full] Banners: V-Day \$10/\$50 [5832..43] + gReward Event	Email [Sgmt] Missy Activewear: Pony Brand + 30% Clearance Banners: V-Day \$10/\$50 [5832..43] + Pet Event	\$8,113
<i>In-Store: Distribute Pick & Win</i> Superbowl \$10 Bounceback \$10 Bback offer based on guessing game winner. Redeem 2/6 - 2/10.	<i>Direct Mail</i> (2/6 - 2/13) Valentine's Day \$10 off \$50+ (Circ: 200k) Elite - MAO [5633..68] In-Store: NFL Pick & Win Redemption \$10 no min. purch. (Thru 2/10) \$10:[5806..86] \$5: [5808..46]				<i>Retail Me Not: \$10/\$50+ (thru 2/28) [5494..30]</i> Mobile MMS: \$10/\$50+ thru 2/13. [b: 5951..23] Mobile SMS: gRewards Thank You Event (PM) Retail Me Not: \$10/\$50 (thru 2/13) [5494..30] Social: \$10/\$50+ thru 2/13. [b: 5316..88]	<i>Social: Facebook Pet Event + Landing Page</i> In-Store: gRewards Thank You Event [5051..15] Gift Bag w/ ANY purchase. (SKU: 113608297)	
7-Feb Super Bowl Sunday	8-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	Week 2
Email (Full) Just In	Email (Sgmt) 1. V-Day: Intimates 2. Bronco's merchandise email 3. PLCC Preview: Pres. Day 33% off Clearance thru 2/10. (10 stores at 50%)	Email (Sgmt) 1. Jr/Ms/Girls: All About Layers 2. YgMn: Levi Natl. Denim Event <i>DM \$10/\$50+ banners begin [5661..78]</i>	Email (Full) 1. V-Day: Love-themed merch 2. gRewards Platinum digital card <i>DM \$10/\$50+ banners [5661..78]</i>	Email (Full) \$10 off \$50+ thru 2/14 + Pres. Clearance 33% thru 2/15. 10 stores at 50%. [b: 5661..78]	Email (Full) V-Day: Fragrances for Him/Her, plus Last 3 days \$10/\$50+ DM offer [5661..78]	Email (Sgmt) V-Day: Last minute gifts + Gift Cards	\$12,320
				<i>Mobile: Test #1. \$10/\$50+ thru 2/14. [b: 5900..98]</i> <i>Retail Me Not: \$10/\$50+ thru 2/14</i> <i>FSI (Newspaper): \$10/\$50+ [b:5627..81]</i> 1.1M: 17 markets/39 stores (thru 2/14)			
12-Feb	13-Feb	2/14: Valentine's Day	15-Feb: Pet Event Donations Start	16-Feb	17-Feb	18-Feb: Love Your Pet Day	Week 3
Email [Active] 1. New Arrivals + 30% Clearance V-Day \$10/\$50 + Pet Event Banners	Email [Sgmt] 1. Last Day: \$10 off \$50+ 2. Final Hours to shop \$10 off \$50+ <u>Plus Pet Event banner at bottom</u>	Email Valentine's: Last Minute Gifts [Active] <u>Plus Pet Event + Team 30% off banners</u>	Email 1. Pet Gear Email [Sgmt] 2. (PM) Pet Event this Sat. 2/18 [Full] <u>Plus Pet Event + Team 30% off banners</u>	Email 1. Missy: Pony Active [Active] 2. Spring Accessory Trends [Sgmt] 3. (PM) Clearance Event Starts Tomorrow 4. \$20 Reactivation - Reminder Email <u>Plus Pet Event + Clearance + Denim BOGO</u>	Email 1. (AM) Clearance Starts Today 2. DSW: Roxy Feature [Active] + Pet Event banner 3. (PM) Pet Event Tomorrow + Pet Dept BOGO 50% [Full] <u>Plus banners for Clearance + Denim promos</u>	Email (Full) 1. (AM) Pet Event Today + Pet Dept BOGO 50% [Full] 2. Fashion Plus <u>Plus banners for Clearance + Denim promos</u>	\$10,425
					<i>Thru Pres. Day 2/20: 50% off All Clearance/30% DSW + Denim BOGO 50% (excl. Levi's) >>>>></i>	<i>In-Store: Pet Event: Free Bag of Pet Treats/1st 50 guests.</i> Reg2Win + Donate to PWAC + Social Contest	
2/14: Valentine's Day	2/15: President's Day	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb	Week 3
Email (Full) 1. Just In + Last Day \$10/\$50+ 2. Pres. Day Flash Deals Tomorrow	Email 1. Jr/Ms: Chambray, Plaid, Tunics 2. Pres. Day Flash Deals start 7pm <i>Online - Flash Deals (7pm - 10pm)</i>	Email (Sgmt) 1. Pet Event: Bring Pet + Landing Page 2. Fashion Plus <u>Social Notice: Pet Event (\$\$)</u>	Email (Sgmt) 1. Baby Décor 2. DSW Roxy	Email (Sgmt) 1. Pet Event + GWP + Bring Pet (Pet Buyers) 2. New Spring Décor 3. 33% off Clearance through 2/21 * 50% off clearance - select stores	Email Ms/Jr: New Denim + Clearance banner <i>Mobile: Love Your Pet Event (a.m. send)</i> <i>Online - Free Ship thru 2/21 (Test: \$50v.\$75)</i>	Email (Full) Pet Event + Landing Page <u>Love Your Pet Event (2/20)</u> <u>GWP: Pet Bed thru 2/21 [b:5864..73]</u> Social Contests/Giveaways	\$12,344
19-Feb	2/20: President's Day	21-Feb	22-Feb	23-Feb	24-Feb	25-Feb	Week 4
Email [Active] New Arrivals + Denim BOGO 50% + DSW Boots/Booties Promo (thru 3/5) Plus banners for Clearance + Denim promos	Email 1. Last Day 30% Clearance [Full] + Denim BOGO 50% + DSW Boots/Booties Promo (thru 3/5) Plus banners for Clearance + Denim promos	Email [Active] Spring Apparel Trends Plus Team Clearance banner	Email [Sgmt] 1. Online Preview - New Swim Styles 2. One Wk Left: \$20 gReward Reactivate 3. Fashion Plus Plus Team Clearance banner MOBILE SMS Text: BOGO 50%	Email [Active] Apparel & Accessories BOGO 50% Off (thru 2/26)	Email 1. Prom Shop Preview [Sgmt] Plus Apparel/Accessories BOGO 50% Off	Email 2. Missy Activewear Trends [Active] Plus Apparel/Accessories BOGO 50% Off	
					<i>Entire Stock Apparel & Accessories: BOGO 50% (REGULAR PRICE & CLEARANCE) thru 2/26. IS a Mix & Match event >>>>>>>>></i>		
21-Feb	22-Feb	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	Week 4
Email (Full) Just In + Clearance banner	Email (Sgmt) 1. Jrs: Reflex Loungewear 2. Mens: Izod and Arrow Tops	Email 1. Storage/Laundry 2. Fashion Plus	Email Nautical-Inspired merchandise	Email (Sgmt) 1. Spring Footwear + 50% off Clearance Apparel + Accessories only thru 2/28 2. Plat Excl: Early access - Grad Sav - thru 3/13 [b: 5868..86]	Email 1. Spring Break Styles 2. MLB Spring Training Emails (x4)	Email St. Patricks Merchandise <i>Mobile: Denim Video</i>	\$11,677

March 2017 - Gordmans Marketing Events

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Wkly Sales Ttl (000)
26-Feb	27-Feb	28-Feb	1-Mar	2-Mar: Spring Savings Days: 20%SI (thru 3/5)	3-Mar	4-Mar	Week 5
Email [Sgmt] 1. New Arrivals 2. 2 Days Left: \$20 gReward (to those who haven't redeemed)	Email [Full] Trending Business re-run	Email [Full] New Dept: Wedding (select stores)	Email [Full] (PM) TOMORROW Spring Savings Days: 20%SI plus BOGO 50% Event + Luggage Reg2Win (thru 3/5)	Email [Full] (AM) Spring Savings Days: 20%SI [5994..28] plus BOGO 50% Event + Luggage Reg2Win (thru 3/5) (AM) Mobile MMS: Spring Break Event: 20% SI (thru 3/5) In-Store: BOGO 50% Event: Categories TBD (thru 3/5) NOT a Mix & Match Event	Email [Sgmt] Fashion Plus	Email [Full] DSW Feature: Flip Flops Plus 20% SI + BOGO 50% + Luggage R2W	
Social Campaign: Spring Break (thru 3/5)							
28-Feb	29-Feb	1-Mar	2-Mar	3-Mar	4-Mar	5-Mar	Week 5
Email (Full) Just In	Email - Match DM (Test #1, 50% of Full File Circ) Spring Breakout: Grad Sav thru 3/13 [b: 5787..06] SPRING BREAKOUT Direct Mail (thru 3/13) Circ: 500k Apparel [b: 5492..18] plus Home version [b: 5964..58] Grad Sav: (\$10/\$50, \$20/\$100, \$30/\$150)	Email (Sgmt) Easter Décor and Accents	Email (Full) Swimwear & Accessories	Email - Match DM TEST #2 1. Spg Brkout: Apparel vrsn-50% of file circ. [5891..08] 2. Spg Brkout: Apparel vrsn-Non-gReward [5994..28] 3. Spg Brkout: Home vrsn-Plat Early Access grp [5868..86] 4. Home Décor: Garden critter pots	Email (Sgmt) 1. YM: Denim Brands 2. Jrs: Sassy screen T-shirts	Email (Sgmt) DSW: Wms Skechers andals	\$11,354
5-Mar	6-Mar	7-Mar	8-Mar	9-Mar: Spring Home Event Grad Sav (thru 3/12)	10-Mar	11-Mar	Week 6
Email 1. New Arrivals 2. Final Hours: Spring Savings 20% SI Plus 20% SI + BOGO 50% + Luggage R2W	Email 1. Men's Golf - Top Brands [Active]	Email [Active] Spring Break Apparel + Accessories	Email 1. Kids Spring Apparel Trends [Sgmt] 2. (PM) TOMORROW Spring Home Event: Grad Savings	Email [Sgmt] Luggage email re-run + Grad Savings Banner	Email [Sgmt] 1. Sprg Capsule Wardrobe + Grad Savings 2. All Clearance BOGO FREE (thru 3/12)	Email 1. Home: Spring Trends Wall Art 2. Fashion Plus: Career + Dresses Plus Grad Sav & BOGO FREE banner	
* Direct Mail (3/6 - 3/12) Spring Home (Circ: 300k) MAO Grad Savings - Plat v. Non Plat [S??..??]					In-Store: All Clearance BOGO FREE (thru 3/12)		
6-Mar	7-Mar	8-Mar	9-Mar	10-Mar	11-Mar	12-Mar	Week 6
Email (Full) Just In	Email (Full) 1. AM blast: Spring Break Key Trends 2. PM blast: Spring Break Sweepstakes (win luggage + gift card)	Email (Sgmt) Bathroom Refresh Ideas	Email (Sgmt) 1. DSW: Vans (30 stores) 2. DSW: Puma (all other stores)	Email - DM Grad Sav Offer Dedicated Reminders 1. Spg Brkout: Plat Early Access grp [5868..86] 2. Spg Brkout: 2/29 Group [5787..06] 3. Spg Brkout: 3/3 Group [5891..08] 4. Spg Brkout: Non-gReward Group [5994..28] Mobile : Grad Sav (thru 3/13) [b:5413..35]	Email (Sgmt) Modern Farmhouse plus DM Offer Last 3 Days Banner [b: 5 993..43]	Email (Full) Jr/Ms/Plus: Top Spring Trends + DM Offer Last 2 Days Banner [b: 5 993..43]	\$11,681
				Easter Shipping: Standard thru 3/16. 2-Day: 3/17 - 3/22. Next Day: 3/23.			
12-Mar	13-Mar	14-Mar	15-Mar	16-Mar	17-Mar	18-Mar: Spring Bag Event	Week 7
Email [Active] 1. New Arrivals 2. Final Hours: Grad Savings plus BOGO FREE banner	Email 1. Modular Patio 2. (PM) Mod Farmhouse Pin It to Win It Contest [Full]	Email 1. DSW: Vans [Full] 2. Missy: Spring Dressy under \$22 [Sgmt]	Email [Active] Modern Farmhouse Garden	Email 1. Bag Event - 25% EP this Saturday [Active] 2. Home Essentials: RBX Pet Product - \$4.99 [Sgmt]	Email 1. Swim (price point focus) [Active] 2. Fashion Plus Athleisure [Sgmt] 3. (PM) Bag Event Tomorrow [Active]	Email 1. (AM) Bag Event Today - 25% EP 2. Home: Easter Décor	
Social Contest: (3/12 - 3/19) Mod Farmhouse Clearance: BOGO Free Last Day			PLCC Statement Offer (Test: Free Ship on \$25 & \$30)	Spring Bag Event: Broadcast + Digital TV thru 3/17		In-Store: Spring Bag Event - 25% Off 9am - 1pm or while bags last	
13-Mar	14-Mar	15-Mar	16-Mar	3/17: St. Patrick's Day	18-Mar	19-Mar	Week 7
Email (Full) Just In + Last Day DM Offer Banner [b: 5 993..43]	Email - Match EASTER DM 20% SI (Timing Test #1) 1. Platinum gRewards [5 868..86] 2. Non-Platinum gRewards Group #1 [5 787..06] 3. Non-gRewards Guests [5 994..28]	Email (Sgmt: 1,2,3, Full: 4) 1. Easter: Jewelry/Boxed/Fragrance 2. PLCC: 50% off Clearance Preview 3. Flash Deals Tomorrow PM blast	Email - Match EASTER DM 20% SI (Timing Test #2) 1. Flash Sale Stars Now (10am - 1pm) 2. Non-Platinum gRewards Group #2 [5 891..08]	Email (Full) 1. NCAA tournament + 50% off Clearance thru 3/20	Email (Full) 1. Dress Feature 2. Fashion Plus: Coral + Fringe	Email (Sgmt) 1. YM: Tops: Novelty/Humor/Licensed 2. Sunglasses	\$12,264
	EASTER Direct Mail: 20% SI (3/14 - 3/27) Circ: 1M Plat: 5895.11 (EGGCITED20), Non-Plat: 5622.93 (EGGCITED) TV (Avg TRPs: 150 = 13 mkts)	CC statement offer: 20% SI Easter themed valid through 3/26	Mobile : Flash Deals Notice Online - Flash Deals Event (10am - 1pm)				
19-Mar	20-Mar	21-Mar	22-Mar	23-Mar	24-Mar	25-Mar	Week 8
Email [Active] 1. PLCC One-Day Offer: 10% EP 2. New Arrivals	Email [Active] DSW: Festival Shoe Trend	Email [Active] Modern Farmhouse: Indoor Furniture	Email [Sgmt] 1. Kids: Easter/Spring Apparel 2. Fashion Plus: Spring Apparel	Email [Active] Patio/Summer Tabletop	Email [Full] 1. All Clearance 50% Off (thru 3/26) 2. Trending business re-run	Email [Active] Blog Tour: Modern Farmhouse	
PLCC One-Day Offer: 10% EP					In-Store: All Clearance 50% Off (thru 3/26)		
20-Mar	21-Mar	22-Mar	23-Mar	24-Mar	25-Mar	26-Mar	Week 8
Email (Full) Just In	Email (Full) 1. Easter: Dressing the Family 2. Springfield #32 Easter Event (new remodel)	Email (Sgmt) 1. Toys: Spg/Sumr + Bubble focus 2. Fashion Plus	Email (Sgmt) 1. DSW: Easter Sandal Styles 2. GWP: Soap/Lotion (thru 3/26) + 20% off DM Banner	Email - DM EASTER 20%SI Dedicated Reminders 1. Platinum gRewards [5 868..86] 2. Non-Platinum gRewards Group #1 [5 787..06] 3. Non-Platinum gRewards Group #2 [5 891..08] 4. Non-gRewards Guests [5 994..28] 5. Springfield #32 Easter Event re-send (new remodel)	Email Easter Basket Gifts plus DM Offer Last 2 Days Banner [5 993..43] plus Springfield #32 Reminder banner	Email (Sgmt) Handbags: Spring Trends plus DM Offer Last Day Banner [5 993..43]	\$12,751
	TV (Avg TRPs: 150 = 13 mkts)		FSI: 20% SI thru 3/26. 1.4M [b: 5696..36] 62 str/26 mkts	Mobile : 20% SI [b:5 898..56]	GWP Event thru 3/26: Soap/Lotion Set [b:5864..73]		
26-Mar	27-Mar	28-Mar	29-Mar	30-Mar	31-Mar	1-Apr	Week 9
Email [Active] New Arrivals	Email [Active] Missy + Jrs: Easter/Spring Outfits + Accessories	Email [Full] Trending business re-run	Email [Active] Spring Accessory Trends	Email [Sgmt] 1. BOGO 50%: Categories TBD (thru 4/2) 2. Wedding (Select stores only)	Email [Sgmt] 1. Misses: Fashion Basics Under \$10 2. Fashion Plus: Spring Apparel Trends	Email [Active] DSW: Athleisure styles	
3/27: Easter	28-Mar	29-Mar	30-Mar	31-Mar	1-Apr	2-Apr	Week 9
Email (Full) Just In	Email (Sgmt) DSW: Cork Wedges + Vans Contest	Email (Full) Outdoor Furniture & Accessories	Email (Sgmt) 1. Misses/Jrs: Active Email with sports bras 2. gRewards survey	Email (Sgmt) 1. Baseball Home Opener Emails (x4) 2. Clearance Event: 33% off Home (thru 4/3)	Email (Full) Home Décor: Enchanted Garden	Email Social: Top Items in March	\$8,590
STORES CLOSED			Online - Ship Test \$50 v. \$75 thru 3/31	In-Store Clearance Event	Mobile Notice : Vans Contest		

April 2017 - Gordmans Marketing Events

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Wkly Sales YTD (000)
2-Apr	3-Apr: Easter Event: 20%SI (thru 4/16)	4-Apr	5-Apr	6-Apr	7-Apr: Easter GWP (thru 4/9)	8-Apr	Week 10
	Email (Full) Easter Event: 20%SI (thru 4/16)				In-Store: GWP (4/7 - 4/9) Item TBD		
	Direct Mail (4/3 - 4/16) Easter 20%SI. Two Coupons #1: 4/3 - 4/9 [5xxx..xx]. #2: 4/10 - 4/16 [5xxx..xx] (Circ: 550k) MAO.						
3-Apr	4-Apr	5-Apr	6-Apr	7-Apr	8-Apr	9-Apr	Week 10
Email (Full) Just In	Email (Sgmt) Home: Garden - White Wicker Patio Set Retail Me Not: \$10/\$50+ (thru 4/10)	Email (Sgmt) 1. Womens Swim 2. gRewards Survey	Email (Full) Blog Tour: MLB Focus (thru 4/7)	Email (Sgmt) 1. 50% off Clearance Home/Kids thru 4/10 1. Jr Trends: Cold-Shoulder + Crochet + Absolutely Famous Brand	Email (Sgmt) 1. Mens Izod Brand Golf Feature 2. Missy: Ankle Pant Trend 3. Voucher Survey (PM Blast) 4. 50% off all clearance (N.Dakota only) Mobile Exclusive: \$10/\$50+ (thru 4/10)	Email (Sgmt) Prom Feature	\$10,218
9-Apr	10-Apr	11-Apr	12-Apr	13-Apr	14-Apr	15-Apr	Week 11
				FSI-Newspaper (4/13 - 4/16) Easter 20%SI (Circ: ???k) [5???.??]			
10-Apr	11-Apr	12-Apr	13-Apr	14-Apr	15-Apr	16-Apr	Week 11
Email (Full) Just In	Email (Full) 1. Spring Event DM: 20% SI (Timing Test #1) [5 868..86] (Farmhouse only, No Platinum split) 2. Contest: Vote Favorite MLB Team (pm send) SPRING EVENT Direct Mail: 20% SI (4/11 - 4/24) Apparel version + Modern Farmhouse version Circ: 525k (100k prospects) 6 barcodes/versions	Email (Full) Patio Set (Brown Wicker)	Email (Full) Warm weather email	Email (Full) 1. Emoji-theme apparel/accessories 2. 50% off Clearance (5 stores)	Email Spring Event DM: 20% SI (Timing Test #2) Thru 4/24. [Grp#2: 5787..06. All Other: 5994..28]	Email (Sgmt) 1. Pet Feature: Best of Summer 2. Yng Men: Spring Trends	\$9,850
4-16: Easter	17-Apr	18-Apr	19-Apr	20-Apr	21-Apr	22-Apr	Week 12
17-Apr	18-Apr	19-Apr	20-Apr	21-Apr	22-Apr	23-Apr	Week 12
Email (Full) Just In + MLB Contest	Email (Full) DSW: DC Brand for the Family TV (Avg TRPs: 150 = 13 mkts)	Email (Sgmt) Kids: Mix & Match Launch	Email (Sgmt) 1. Mens: T-Shirt Feature 2. Missy/Jr/Plus: Dresses Feature Ship Test: (thru 5/3) \$50 & \$75 thresholds	Email 1. Remind: DM Offer 20% SI (thru 4/24) [Grp1: 5868. Grp2: 5787. All Other: 5994] 2. Mother's Day Gift Guide Mobile: Spring Event 20% SI (thru 4/24) [5 898..56]	Email (Full) How to Wear: Colored bottoms/denim plus DM 20% Off Banner [5 891..08] thru 4/24	Email (Full) Family: Reebok Active Feature plus DM 20% Off Banner [5 891..08]	\$10,578
23-Apr	24-Apr	25-Apr	26-Apr	27-Apr	28-Apr	29-Apr	Week 13
					Social Contest: (4/28 - 5/14) Mother's Day		
24-Apr	25-Apr	26-Apr	27-Apr	28-Apr	29-Apr	30-Apr	Week 13
Email (1. Full; 2. Sgmt) 1. Just In + DM 20% Off Banner [5 891..08] 2. Omaha Grand Opening New Store Opens This Week	Email DM Offer: \$10/\$50+ thru 5/18 [1. Plat. 5574..28 + 2. All Other 5661..78] Apparel Direct Mail: Mother's Day: \$10/\$50+ (4/25 - 5/8) 1. Wmn Dresses + 2. Home/Garden/Patio Circ: 550k (no prospects) Plat v. Non-Plat. Retail Me Not: \$10/\$50+ (thru 5/8) CC statement topper - same as Mother's Day offer; \$10 off \$50 (thru 5/8) [5 533..83]	Email (Full) Trend: Americana	Email (Full) Sandals of the season	Email 1. Patio Furniture: White Wicker (Full) 2. GWP email - evening (Sgmt) 3. Omaha: Grand Opening + 20% SI [b: 5 437..28]	Email (Sgmt) Graduation Gifts GWP Event: Beauty - Facial Brush Tool 4/29 - 5/1 -- and -- 5/6 - 5/8	Email (Sgmt) Top Brands for Mom Omaha Grand Opening: Free Gift Bag Event GO: Grand Opening Weekend #118 Omaha, NE	