UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

TOMSTEN, INC.
dba ARCHIVER'S

Debtor.

Case No. 13-42153
Chapter 11

NOTICE OF HEARING AND MOTION FOR AN ORDER GRANTING AN EXTENSION OF TIME TO ASSUME OR REJECT UNEXPIRED LEASES

TO: Entities Specified in Local Rule 9013-3(2).

1. Tomsten, Inc. dba Archiver's ("Debtor"), by and through its undersigned counsel, moves the Court for the relief requested below and gives notice of hearing.

2. The Court will hold a hearing on this motion at **11:00 a.m. on November 20, 2013,** before Chief Judge Gregory F. Kishel, Courtroom 2A, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.

3. Any response to this motion must be filed and served by **November 15, 2013**, which is five (5) days prior to the hearing (including Saturdays, Sundays, and holidays). **Unless a response opposing the motion is timely filed, the Court may grant the motion without a hearing.**

4. This Court has jurisdiction over this motion under 28 U.S.C. §§ 157 and 1334, and Bankruptcy Rule 5005. This proceeding is a core proceeding. The petition commencing this case was filed on April 29, 2013. The case is now pending before this Court.

5. This motion arises under 11 U.S.C. § 365 and Bankruptcy Rule 6006. This motion is filed under Bankruptcy Rule 9014 and Local Rule 9013.

6. In the ordinary course of its business, the Debtor leases retail nonresidential real property under written leases (the "Leases") with various lessors ("Landlords"). At the present time, the Debtor leases 35 stores in shopping centers around the country.

7. Section 365 of the Bankruptcy Code permits the Debtor to assume or reject executory contracts and leases. Section 365(d)(4) deems non-residential real property leases rejected if the Debtor has not assumed or rejected such leases by the earlier of 120 days following the order for relief or confirmation of a plan. By order dated August 13, 2013 (docket no. 127), the Court extended the deadline to November 25, 2013 (the "Deadline"). The Debtor will not confirm a plan prior to that date.

8. Under section 365(d)(4)(B) of the Bankruptcy Code, no further extension of the Deadline with respect to a lease is permitted without the consent of the landlord. The Debtor has requested and received that consent with respect to most of its retail locations. Attached hereto as **Exhibit A** is a summary of the consents received from most of the landlords ("Consenting Landlords") and as **Exhibit B** are copies of the consent documents.

9. Some of the consent documents contain additional conditions which the Debtor seeks to have approved:

A. As noted on **Exhibit A**, the Debtor agrees to keep the location operating until a certain date and pay rent through that date;

B. The consent related to the Eden Prairie location provides that the Debtor can remain in possession after the extended deadline on a month-to-month basis until April 30, 2014;

C. The consent related to the Fairview Heights location contains a release of the landlord (the Debtor knows of no claims against this landlord); and

D. The consent related to the Sterling Heights location provides for a right to cancel after the deadline on 60-days' notice.

The Debtor believes that each of these additional terms are reasonable and in the interests of the estate and its creditors, and therefore seeks their approval.

10. The additional time to assume or reject these leases will benefit the estate because it will allow the Debtor to assess the performance of each location during the holiday season, the best selling season for the Debtor. Whether a plan supported by the Creditors Committee can be proposed will be determined based on the Debtor's 4th quarter operating performance.

11. The Debtor requests that the extension of time in which to assume or reject its unexpired leases as provided in the consent documents attached as **Exhibit B** be approved.

12. Debtor does not believe that it is in the best interests of creditors for the Debtor to assume any leases except under a plan of reorganization. The administrative expense claims that would result if the Debtor assumes its leases but is unable to reorganize would be extensive and result in a significant detriment to unsecured creditors.

13. The Debtor's operations are absolutely dependent on its ability to remain in possession of the leased premises, which, in turn, is necessary for the Debtor to preserve the possibility that it can reorganize and maximize the value of its estate.

14. The Debtor is current on all of its postpetition obligations under the Leases and intends to make timely payment of all future obligations during the pendency of this case.

15. For the above reasons, it is in the best interest of the Debtor and its creditors that the Court extend the time for assumption or rejection of its Leases with Consenting Landlords. If the Debtor is forced to prematurely assume the Leases, the estate and unsecured creditors will be exposed to potentially significant administrative priority claims arising from the possible

termination of the Leases. Alternatively, premature rejection may jeopardize Debtor's ability to reorganize and maximize the value of its estate. The foregoing constitutes cause for the extension of the deadline.

16. If necessary, Debtor will call Jann Olsten, it Chief Executive Officer, and Kim Hubertus, its Vice President of Finance, as witnesses in support of this Motion.

WHEREFORE, the Debtor respectfully requests that the Court extend time for the Debtor to assume or reject the Leases with Consenting Landlords through the earlier of the date in each Consenting Landlord's consent or confirmation of a plan and the afford Debtor such additional relief as the Court deems just and equitable.

Dated: November 6, 2013

RAVICH MEYER KIRKMAN
McGRATH NAUMAN & TANSEY,
A PROFESSIONAL ASSOCIATION

By /e/ Michael L. Meyer (72527)

4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

ATTORNEYS FOR DEBTOR

VERIFICATION

I, Jann Olsten, the Chief Executive Officer of Debtor, declare under penalty of perjury that the facts set forth in the foregoing Notice of Hearing and Motion for an Order Granting an Extension of Time to Assume or Reject Unexpired Leases, are true and correct according to the best of my knowledge, information and belief.

Executed on: November 4, 2013

Jann Olsten

11/6/2013

EXHIBIT A

Archiver's
Summary of Consents Received

Store #	Location	Market	Landlord	Renewal Date	Extension Thru	Additional Comments
01	Apple Valley	Minnesota	Donnay	10/31/2014	2/18/2014	
36	Appleton	Wisconsin	General Growth	11/30/2016	2/28/2014	We agee to remain in operation and pay rent through 1/31/2014
40	Boise	Idaho	Thornton Oliver	2/28/2017	2/18/2014	
38	Castleton Place	Indiana	Castleton Place LP	1/31/2017	2/18/2014	
28	Chesterfied(St. Louis)	St. Louis	WEA	6/30/2015	2/28/2014	We agee to remain in operation and pay rent through 2/28/2014
30	Colorado Springs	Colorado	Summit Commercial	8/31/2017	2/18/2014	
25	Columbus	Ohio	Steiner & Associates	1/31/2015	2/18/2014	
11	Downers Grove	Chicago	Principal Equity	6/30/2014	2/18/2014	We agee to remain in operation and pay rent through 2/18/2014, and they can remarket now.
24	Des Moines	Iowa	General Growth	1/31/2015	2/28/2014	We agee to remain in operation and pay rent through 1/31/2014
03	Eden Prairie	Minnesota	General Growth	1/31/2014	1/31/2014	We agee to remain in operation and pay rent through 1/31/2014. Can stay month-to-month until 4/30/2014.
29	Fairview Heights	St. Louis	Koman	2/28/2014	2/28/2014	Release of claims against landlord.
05	Highlands Ranch	Colorado	CB Richard Ellis	1/31/2018	2/28/2014	We agee to remain in operation and pay rent through 2/28/2014
27	Indianapolis, IN	Indiana	DAB Investments	12/31/2013	2/18/2014	
16	Kansas City	Kansas City	Inland	5/31/2014	2/18/2014	We agee to remain in operation and pay rent through 2/18/2014
39	Katy (Houston)	Texas	Global Realty	2/28/2014	2/18/2014	
35	Louisville	Kentucky	General Growth	9/30/2016	1/31/2014	We agee to remain in operation and pay rent through 1/31/2014
13	Madison	Wisconsin	RED Develop[ment	9/30/2013	2/18/2014	
23	Mason (Cincinnati)	Ohio	Casto	7/31/2016	2/18/2014	
07	Naperville	Chicago	Brixmor Property	11/1/2017	2/18/2014	We agee to pay rent through 2/18/2014
41(new)	North Austin	Texas	Inland	9/30/2019	2/18/2014	We agee to remain in operation and pay rent through 2/18/2014
44	Novi	Michigan	General Growth	8/31/2017	2/28/2014	We agee not to reject the lease through 2/28/2014.
19	Omaha	Omaha	RED Develop[ment	5/31/2014	2/18/2014	
37	Orem (Salt Lake)	Utah	Woodbury Management	1/31/2014	2/18/2014	
33	Raleigh	North Carolina	Triangle	9/30/2016	2/28/2014	We agee to remain in operation and pay rent through 2/28/2014
04	Roseville	Minnesota	Intelica CRE	8/31/2016	2/18/2014	
43	Sterling Heights	Michigan	Grand Sakwa	8/31/2014	2/28/2014	We agee to remain in operation and pay rent through 2/28/2014. Thereafter both parties can cancel on 60 days notice
06	Westminster	Colorado	Sports Authority	1/31/2015	2/18/2014	

EXHIBIT B

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 14658 Cedar Ave, Apple Valley, MN 55124 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: 8/23/13

Landlord Name:

By: _____

Its: VP & GM

ADAM C. ISAACSON

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space at Fox River Mall located at 4629 Michaels Dr., Appleton, WI 54913(the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 28, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Thomsen agrees to remain in operation at the above location and to pay all post-petition rent and charges due under the lease through and including 1/31/2014, as an administrative expense, whether or not the premises actually remain open through said date.

Dated:

Landlord Name:

FOX RIVER SHOPPING CENTER, LLC, a
Delaware limited liability company

By: _____

Authorized Signatory

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 1401 N Milwaukee St, Boise, ID 83704 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: 9/05/13

Landlord Name: FAIRVIEW MILWAUKEE PLAZA

By: [signature]

Its: Manager

CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 5856 E. 82nd St., Indianapolis, IN 46250 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: August 26, 2013

Landlord Name:

CASTLETON PLACE, LP,
By CASTLETON PLACE MANAGEMENT, INC.,
its General Partner,

By: _____

Its: Agent

1919759.1

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at Chesterfield Mall, St. Louis, MO (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 28, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Tomsten agrees to remain in operation and to pay all post-petition rent and charges due under the lease through and including 2/28/14.

Dated: 8/28/13

Landlord Name: Chesterfield Mall LLC

BY: CBL & Associates Management, Inc. as managing agent.

By: Gary L. Roddy

Its: Vice President – Collections

Debtor Name: Tomsten, Inc., dba Archiver's

By: Jann Olsten

Its: Chief Executive Officer

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 7447 N. Academy Blvd, Colorado Springs, CO 80920 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated:

Landlord Name: Falcon Landing, LLC

By: _____

Its: Mgr.

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 3876 Townsfair Way, Columbus, OH 43219 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated:

Landlord Name:
EASTON TOWN CENTER II, LLC
BY: STEINER REAL ESTATE SERVICES, LLC

By: _____

Its: PROPERTY MANAGER

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space at Jordan Creek located at 6925 Mills Civic Pkwy, Suite 120, West Des Moines, IA 50266 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 28, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Thomsen agrees to remain in operation at the above location and to pay all post-petition rent and charges due under the lease through and including 1/31/2014, as an administrative expense, whether or not the premises actually remain open through said date.

Dated:

Landlord Name:

GGP JORDAN CREEK L.L.C., a Delaware limited liability company

By: _____

Authorized Signatory

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 1328 E. Butterfield Rd, Downers Grove, IL 60515 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014.(1) This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.(2)

Dated:
8/20/2013

Landlord Name:

By: _____

Its: _____

(1) As a condition of Landlord agreeing to this extension, Tenant must remain in the Premises and pay rents up to and through February 18, 2014.

(2) As a further condition, Tenant hereby authorizes Landlord and Landlord's agent, CBRE, to commence marketing and showing the Premises for Lease.

{00154556 2}

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 1152 Eden Prairie Center, Eden Prairie, MN 55344 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including January 31, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Tomsten agrees to remain in operation at the above location and to pay all post-petition rent and charges due under the lease through and including January 31, 2014, the expiration date of the lease, as an administrative expense, whether or not the premises actually remain open through said date. In addition, the tenant will be allowed to extend the lease on a month-to-month basis until April 30, 2014 at the current lease rate.

Dated:

Landlord Name:

EDEN PRAIRIE MALL L.L.C., a Delaware limited liability company

By: _____
Authorized Signatory

September 18, 2013

Tomsten, Inc.
5900 Clearwater Drive, Suite 500
Minnetonka, MN 55343
Attn: Real Estate Department

RE: Lease Agreement by and between Big Red, LLC ("Landlord") and Tomsten, Inc. ("Tenant") dated as of February 7, 2005, as amended by that certain First Amendment to Lease Agreement dated April 1, 2008 and that certain Second Amendment to Lease Agreement dated November 16, 2012 (collectively the "Lease Agreement") for certain property located in the Commerce Plaza Shopping Center in Fairview Heights, Illinois containing approximately 6,800 square feet (the "Leased Premises") and more fully described in the Lease Agreement (capitalized terms not otherwise defined herein have the meaning given them in the Lease Agreement)

Dear Sir/Madam,

As you are aware, Section 5 of the Second Amendment to Lease Agreement provides that Landlord and Tenant may mutually agree in writing to extend the Term of the Lease Agreement for an additional three (3) month period terminating January 31, 2014. It is Landlord's understanding that Tenant would like to extend the Term of the Lease Agreement for ~~such three~~ FOUR (~~3~~) month period. Landlord is willing to extend the Term of the Lease Agreement until ~~January 31, 2014~~ FEB 28, 2014 provided Tenant makes the representations and warranties and agrees to the release set forth in this letter agreement.

Tenant hereby represents and warrants to Landlord that as of the date hereof: (i) no uncured default, event of default, or breach by Landlord exists under the Lease Agreement; and (ii) to the best of Tenant's knowledge, Tenant is not in default under the Lease Agreement and no event has occurred which, with the giving of notice or passage of time, or both, could result in a default under the Lease Agreement. Tenant hereby forever releases and forever discharges Landlord and each of its agents, managers, members, property managers, contractors, successors and assigns from any and all claims or causes of action Tenant has or may have against Landlord arising out of, in connection with or in any way relating to the Lease Agreement occurring or arising prior to the date of this letter agreement. Furthermore, Tenant hereby covenants and agrees not to bring, commence, prosecute, maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either in law or equity, in any court or before any other administrative or judicial authority, regarding any claim or cause of action Tenant may have against Landlord arising out of, in connection with or in any way relating to the Lease Agreement occurring or arising prior to the date of this letter agreement.

If these terms are acceptable to Tenant, please execute this letter agreement where indicated below acknowledging the extension of the Term of the Lease Agreement until ~~January 31,~~ FEB. 28, 2014 2014 and Tenant's acceptance of the terms and conditions set forth herein. Please contact the undersigned with any questions concerning the foregoing. Thank you for your attention to this matter.

Regards,

BIG RED, LLC

James Koman
Manager

Consented to and Approved this 24 day of September, 2013

TOMSTEN, INC.

By: _____

Name: JOAN L. OLSTEN

Its: CEO

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 9370 S Colorado Blvd., Highlands Ranch, CO. 80129 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 28, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Thomsen agrees to remain in operation at the above location and to pay all post-petition rent and charges due under the lease through and including 2/28/2014. Nothing herein is intended to alter the terms of the Lease between the parties.

Dated:

Landlord Name:

By: Sandy

Its: Vice President

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 4650 E. Southport Rd, Suite F, Indianapolis, IN 46237 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: 8/27/13

Landlord Name:

By: Mark Chmarat

Its: Treasurer

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 8618 N Boardwalk Ave., Kansas City, MO 64154 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4) of the Bankruptcy Code, Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned landlord consents to an extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law except as set forth herein.

Tomsten agrees to: 1) remain in operation and conduct business at the above location in accordance with the terms of the Lease through and including February 18, 2014, 2) timely pay all post-petition rent and charges due under the Lease through and including February 18, 2014, and 3) not reject the Lease through and including February 18, 2014. The undersigned landlord reserves all of its claims against Tomsten including any claims for attorneys' fees.

Dated: October 14, 2013

RPAI Kansas City, L.L.C.
By: Menter, Rudin & Trivelpiece, P.C. as its attorneys

By: _____
Kevin M. Newman

Dated: Oct. 22, 2013

Tomsten, Inc. d/b/a Archiver's

By: _____

Its: CEO

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 1410 N Fry Rd, Houston, TX 77084 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: 8/22/2013

Landlord Name:

By:

Its: Adam Blustein (Vice President of Leasing)

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space at Oxmoor Center located at 7900 Shelbyville Rd, Space J-10, Louisville, KY 40222 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including January 31, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Thomsen agrees to remain in operation at the above location and to pay all post-petition rent and charges due under the lease through and including 1/31/2014, as an administrative expense, whether or not the premises actually remain open through said date.

Dated:

Landlord Name:

HOCKER OXMOOR, LLC, a Delaware limited liability company

By: _____

Authorized Signatory

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 1661 Deming Way, Suite 142, Middleton, WI 53562 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: 10-23-2013

Landlord Name: Greenway Center, LLC

By: [signature]

Its: Attorney + Authorized Agent

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 5125 Deerfield Blvd., Mason, OH 45040 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consent to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law, including, but not limited to, the rights of the undersigned landlord to require its written consent to any further extension of time to assume or reject the Lease.

Dated:

Landlord Name:
Deerfield Towne Center Holding Co.

By: Adria Lavarese

Its: Vice President

LANDLORD CONSENT TO BE FILED AT A LATER DATE.

From: Pollack, David (Phila) [mailto:Pollack@ballardspahr.com]
Sent: Wednesday, November 6, 2013 1:33 PM
To: Jim Bartholomew
Subject: RE: Archiver's Request for Extension of Deadline to Assume or Reject Lease re: Heritage Square

The client has it for signature. I will see if I can get it back to you today. If for some reason I cannot, you may consider this email as the landlord's written consent under Section 365(d) for an extension to assume or reject through COB on Monday November 11th. That should provide sufficient time for the document in case there is a hold up on our end.

David L. Pollack - - pollack@ballardspahr.com
David L. Pollack
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103
Tel. (215) 864-8325
Fax (215) 864-9473

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 1890 Ranch West Shopping Center, Cedar Park, Texas (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4) of the Bankruptcy Code, Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned landlord consents to an extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law except as set forth herein.

Tomsten agrees to: 1) remain in operation and conduct business at the above location in accordance with the terms of the Lease through and including February 18, 2014, 2) timely pay all post-petition rent and charges due under the Lease through and including February 18, 2014, and 3) not reject the Lease through and including February 18, 2014. The undersigned landlord reserves all of its claims against Tomsten including any claims for attorneys' fees.

Dated: Oct 22, 2013

RioCan Cedar Park 1890 Ranch Limited Partnership
By: Menter, Rudin & Trivelpiece, P.C. as its attorneys

By: _____
Kevin M. Newman

Dated: Oct. 23, 2013

Tomsten, Inc. d/b/a Archiver's

By: _____

Its: CEO

LANDLORD CONSENT

Recitals:

A. Tomsten, Inc. d/b/a Archiver's (the "Tenant") and the undersigned party (the "Landlord") are parties to a lease for the store premises located Novi Town Center, Novi, MI (the "Lease").

B. Tomsten, Inc. is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Currently under section 365(d)(4), Tenant must assume or reject the Lease on or prior to November 25, 2013. Tenant has not yet made a determination whether to assume or reject the Lease pursuant to section 365 of the Bankruptcy Code.

D. The Landlord and Tenant agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

E. Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the Landlord and Tenant consents to the extension of the period in which Tenant must assume or reject the Lease pursuant to Section 365(d)(4) of the Bankruptcy Code said time is extended to February 28, 2014 (the "Extended Date"). This consent shall not affect any other right or obligation of Tomsten, Inc. or the Landlord under the Lease or applicable law.

F. As a condition precedent to this 365 (d)(4) extension letter, the Tenant specifically acknowledges and agrees not to seek to reject the Lease effective any time prior to the Extended Date, and Landlord specifically acknowledges and agrees that the execution of this letter agreement does not constitute Tenant's assumption of the Lease under the Bankruptcy Code.

The undersigned represents that the undersigned Landlord leases the store premises to Tenant, and that the undersigned has the authority to sign this letter agreement on behalf of Landlord.

Date: 8/30/2013

LANDLORD:

By: Ronald M. Tucker

Name: Ronald M. Tucker, Esq.

Title: Vice President, Bankruptcy Counsel

TENTANT:

By: Jann L. Olsten

Name: JANN L. OLSTEN

Title: CEO

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 17110 W. Davenport St, Suite 102, Omaha, NE 68118 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: 10-23-2013

Landlord Name: 168th + Dodge, LP

By: [signature]

Its: Attorney & Authorized Agent

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 575 E. University Pkwy, Suite J-172 Orem, UT 84097 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: 8/30/13

Landlord Name: University Mall Shopping Center LC
By Woodbury Management Company LC

By: [signature]

Its: Manager

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at Triangle Town Center (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 28, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Tomsten agrees to remain in operation and to pay all post-petition rent and charges due under the lease through and including 2/28/14.

Dated: 8/28/13

Landlord Name: Triangle Town Center, LLC

BY: CBL & Associates Management, Inc. as managing agent.

By: Gary L. Roddy

Its: Vice President – Collections

Debtor Name: Tomsten, Inc., dba Archiver's

By: Jann Olsten

Its: Chief Executive Officer

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 2391 Fairview Ave, Roseville, MN 55113 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated:

Landlord Name:

By: Robert a Walpot

Its: MANAGER

Second Amendment to Lease

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 43829 Schoenherr Rd., Sterling Heights, MI 48313 under such Lease dated January 18 2007 as amended January 22 2013 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 28, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Tomsten agrees to remain in operation at the above location and to pay all post-petition rent and charges due under the lease through and including February 28, 2014, and until such time as any lease cancellation is effective.

The parties also agree hereto that on and after February 28, 2014 both parties shall have the right upon 60 days written notice to cancel the lease.

Any notice of Lease cancellation shall be given as required under Section 21.01 of the Lease. This amendment is subject to approval of the Bankruptcy Court. If the Bankruptcy Court does not approve this amendment then this amendment is null and void.

Dated:

By: _____
Its: Authorized Representative
Tenant Name: Tomsten Inc.
dba Archiver's the Memory Store

Landlord Name: Nottingham Commercial LLC

By: _____

Its: Authorized Representative.

LANDLORD CONSENT

Recitals:

A. The undersigned is a landlord of Tomsten, Inc. d/b/a Archiver's ("Tomsten") in connection with a lease of retail space located at 9221 Sheridan Blvd, Westminster, CO 80031 (the "Lease").

B. Tomsten is a debtor-in-possession in a case under chapter 11 of the Bankruptcy Code pending in the U.S. Bankruptcy Court, District of Minnesota as Case No. 13-42153.

C. Under section 365(d)(4), Tomsten must assume or reject the Lease on or prior to November 25, 2013, or the Lease will be deemed rejected. If the Lease is rejected, Tomsten must immediately vacate the leased premises.

D. The undersigned and Tomsten agree that a rejection of the Lease at the height of the holiday shopping season is not in the interests of either party.

Now, therefore, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the undersigned consents to the extension of the period in which Tomsten must assume or reject the Lease to and including February 18, 2014. This consent shall not affect any other right or obligation of Tomsten or the undersigned under the Lease or applicable law.

Dated: AUGUST 22, 2013

Landlord Name:

TSA STORES, INC.

Approved as to
MN Legal Form

By: _____

Its: SVP- REAL ESTATE & CONSTRUCTION

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

TOMSTEN, INC.
dba ARCHIVER'S

Debtor.

Case No. 13-42153
Chapter 11

MEMORANDUM OF LAW

The Debtor submits this Memorandum in support of its Motion for an Order Granting an Extension of Time to Assume or Reject Unexpired Leases ("Motion"). A hearing is scheduled on **November 20, 2013** to consider the Motion. The underlying facts are as set forth in the verified motion and are incorporated herein. All capitalized terms not defined herein have the meaning ascribed to them in the Motion.

LEGAL ARGUMENT

11 U.S.C. §365(d)(4) provides in pertinent part:

> (A) Subject to subparagraph (B), an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of--
>
> (i) the date that is 120 days after the date of the order for relief; or
>
> (ii) the date of the entry of an order confirming a plan.
>
> (B)(i) The court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.

Debtor filed its petition on April 29, 2013. Debtor currently must assume or reject the unexpired Leases on or before November 25, 2013 unless the Court, for cause, extends the time to assume or reject such leases.

Cause for an extension of the time period includes:

a. whether lease is primary asset of debtor;
b. whether lessor has reversionary interest in building built by debtor;
c. whether debtor has had time to intelligently appraise its financial situation and potential value of its assets in plan formulation;
d. whether lessor continues to receive rental payments;
e. whether lessor will be damaged beyond compensation available under Bankruptcy Code through debtor's continued occupation;
f. whether case is exceptionally complex and involves large number of leases;
g. whether need exists for judicial determination of whether lease is disguised security agreement; and
h. any other factors bearing on whether debtor has had reasonable time to decide to assume or reject lease.

In re Wedtech Corp., 72 B.R. 464, 472-73 (Bankr. S.D.N.Y. 1987); ***In re Musikahn Corp.***, 57 B.R. 938 (Bankr. E.D.N.Y. 1986).

In this case, the factors favor permitting Debtor an extension of time in which to assume or reject the Leases. The Leases are significant assets of the Debtor and are essential to its operations and potential reorganization. The extension the Debtor seeks is based on the consent of each of the landlords listed in the Motion. Based upon the foregoing and the facts stated in the Motion, cause exists to extend the deadline to assume or reject the Leases.

WHEREFORE, the Debtor respectfully requests that this Court extend the time to assume or reject the Debtor’s unexpired Leases with Consenting Landlords through the earlier of the date set out in the consent form or confirmation of a plan of reorganization.

Dated: November 6, 2013

RAVICH MEYER KIRKMAN
McGRATH NAUMAN & TANSEY,
A PROFESSIONAL ASSOCIATION

By /e/ Michael L. Meyer (72527)

4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

ATTORNEYS FOR DEBTOR

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

TOMSTEN, INC.
dba ARCHIVER'S,

Debtor.

Case No. 13-42153
Chapter 11

UNSWORN CERTIFICATE OF SERVICE

I, Michael L. Meyer, declare under penalty of perjury that on November 6, 2013, copies of Debtor's:

1. Notice of Hearing and Motion for an Order Granting an Extension of Time to Assume or Reject Unexpired Leases;
2. Memorandum of Law; and
3. Proposed Order;

were served by sending to each party a copy thereof as noted on the attached Service List.

Dated: November 6, 2013

By: /e/ Michael L. Meyer (72527)

Ravich Meyer Kirkman McGrath
Nauman & Tansey, P.A.
4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

ATTORNEYS FOR DEBTOR

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MINNETONKA MN 55343

ELECTRONIC
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UNITED STATES TRUSTEE
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MINNEAPOLIS MN 55415

US ATTORNEY
600 U S COURTHOUSE
300 SOUTH FOURTH STREET
MINNEAPOLIS MN 55415

MINN DEPT OF REVENUE
COLLECTION ENFORCEMENT
551 BANKRUPTCY / P O 64447
ST PAUL MN 55164

INTERNAL REVENUE SERVICE
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IRS DISTRICT COUNSEL
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SALT LAKE CITY UT 84104

ELECTRONIC (UCC)
NATIONAL SPINNING CO INC/HAMPTON ART
ATTN SANDY BERGER
1212 AVENUE OF THE AMERICAS STE 1901
NEW YORK NY 10036

ELECTRONIC (UCC)
GGP
ATTN JULIE MINNICK BOWDEN
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CHICAGO IL 60606

ELECTRONIC (UCC)
3L CORPORATION
ATTN TOM VASKO
111 MARQUARDT DRIVE
WHEELING IL 60090

ELECTRONIC
RPAI SOUTHWEST MGMT LLC
C/O KEVIN M NEWMAN
MENTER RUDIN & TRIVELPIECE
308 MALTBIE STREET STE 200
SYRACUSE NY 13204-1439

ELECTRONIC
GGP LIMITED PARTNERSHIP
C/O DAVID L POLLACK
BALLARD SPAHR LLP
1735 MARKET STREET 51ST FL
PHILADELPHIA PA 19103

ELECTRONIC
SIMON PROPERTY GROUP INC
C/O RONALD M TUCKER
225 WEST WASHINGTON STREET
INDIANAPOLIS IN 46204

ELECTRONIC
DDR PRADO LLC / DDRA MAPLE GROVE
CROSSING LLC / BRE DDR RIVERDALE
VILLAGE OUTER RING LLC
C/O ERIC C COTTON
3300 ENTERPRISE PARKWAY
P O BOX 228042
BEACHWOOD OH 44122

ELECTRONIC
NOVI TOWN CENTER INVESTORS LLC
C/O DAVID L POLLACK
BALLARD SPAHR LLP
1735 MARKET STREET 51ST FL
PHILADELPHIA PA 19103

ELECTRONIC
BRIXMOR PROPERTY GROUP INC
C/O DAVID L POLLACK
BALLARD SPAHR LLP
1735 MARKET STREET 51ST FL
PHILADELPHIA PA 19103

ELECTRONIC
CIT FINANCE LLC
C/O WILLIAM J FISHER
GRAY PLANT MOOTY MOOTY BENNETT
80 SOUTH EIGHTH STREET STE 500
MINNEAPOLIS MN 55402

ELECTRONIC
INLAND COMM'L PROP MGMT INC
C/O SARAH M GIBBS
FREDRIKSON & BYRON PA
200 SOUTH SIXTH STREET STE 4000
MINNEAPOLIS MN 55402

ELECTRONIC
INLAND CONTINENTAL PROP MGMT
C/O KEVIN M NEWMAN
MENTER RUDIN & TRIVELPIECE
308 MALTBIE STREET STE 200
SYRACUSE NY 13204-1439

ELECTRONIC
BIG RED LLC
C/O R JACKSON HORAN JR
KODNER WATKINS KLOECKER LC
7800 FORSYTH BLVD STE 700
ST LOUIS MO 63105

ELECTRONIC
PINK PAISLEE
C/O MATTHEW R BURTON
LEONARD OBRIEN SPENCER GALE & SAYRE
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MINNEAPOLIS MN 55402

ELECTRONIC
CPF-HIGHLANDS RANCH LLC
C/O STEVEN W KELLY
SILVER & DEBOSKEY
1801 YORK STREET
DENVER CO 80206

ELECTRONIC
WE R LLC DBA WE R MEMORY KEEPERS
C/O ERIN KNAPP DARDA
DORSEY & WHITNEY LLP
50 SOUTH SIXTH STREET STE 1500
MINNEAPOLIS MN 55402-1498

ELECTRONIC
NORTHWOODS RUBBER STAMPS INC
C/O REBECCA S CHRISTENSEN
ECKBERG LAMMERS BRIGGS WOLFF & VIERLING
1809 NORTHWEST AVENUE
STILLWATER MN 55082

ELECTRONIC
RIOCAN CEDAR PARK 1890 RANCH LP
RIOCAN AUSTIN SOUTHPARK MEADOWS II LP
C/O KEVIN M NEWMAN
MENTER RUDIN & TRIVELPIECE PC
308 MALTBIE STREET STE 200
SYRACUSE NY 13204-1439

ELECTRONIC
MOAC MALL HOLDINGS LLC
C/O KATHLEEN H HAYDEN
60 EAST BROADWAY
BLOOMINGTON MN 55425

CEDAR MARKET SQUARE LLC
16364 WAGNER WAY
EDEN PRAIRIE MN 55344

FOX RIVER MALL
GENERAL GROWTH MGMT OFC
4301 WEST WISCONSIN AVENUE
APPLETON WI 54913

FAIRVIEW MILWAUKEE PLAZA
C/O THORNTON OLIVER KELLER
250 SO FIFTH STREET 2ND FL
BOISE ID 83702

CASTLETON PLACE LP
117 EAST WASHINGTON ST STE 300
INDIANAPOLIS IN 46204

CHESTERFIELD MALL LLC
WEA CHESTERFIELD LLD
291 CHESTERFIELD MALL
CHESTERFIELD MO 63017

FALCON LANDING LLC
ATTN KEVIN KRATT
102 N CASCADE AVENUE STE 250
COLORADO SPRINGS CO 80903

EASTON TOWN CENTER
C/O STEINER & ASSOCIATES
4016 TOWNSFAIR WAY STE 201
COLUMBUS OH 43219

JORDAN CREEK TOWN CENTER
GGP JORDAN CREEK LLC
110 NORTH WACKER DRIVE
CHICAGO IL 60606

PRINCIPAL EQUITY PROPERTIES
20 NO MARTINGALE ROAD STE 100
SCHAUMBURG IL 60173

GENERAL GROWTH PROPERTIES LP
EDEN PRAIRIE CENTER
8251 FLYING CLOUD DR STE 125
EDEN PRAIRIE MN 55344

BIG RED LLC
C/O KOMAN PROPERTIES INC
8027 FORSYTH BLVD
ST LOUIS MO 63105

HIGHLANDS RANCH UNIV PARK
CPF-HIGHLANDS RANCH LLC
P O BOX 6076
HICKSVILLE NY 11802-6076

DAB INVESTMENTS
SOUTHPORT COMMONS
8500 KEYSTONE CROSSING STE 170
INDIANAPOLIS IN 46240

RPAI US MANAGEMENT LLC
INLAND NORTHWEST MGMT CO
2901 BUTTERFIELD ROAD
OAK BROOK IL 60523

EQUINVEST TEXAS
C/O GLOBAL REALTY & MGMT TX
15866 CHAMPION FOREST DR
SPRING TX 77379

HOCKER OXMOOR LLC
GENERAL GROWTH MGMT OFC
7900 SHELBYVILLE ROAD
LOUISVILLE KY 40222

RED DEVELOPMENT LLC
ONE EAST WASHINGTON ST STE 300
PHOENIX AZ 85004-2513

DEERFIELD TOWN CENTER
191 W NATIONWIDE BLVD STE 200
COLUMBUS OH 43215-2568

CENTRO BRADLEY HERITAGE SQUARE
305 SOUTH ROUTE 50 STE 128
NAPERVILLE IL 60540

RPAI SOUTHWEST MANAGEMENT LLC
2021 SPRING ROAD STE 200
OAK BROOK IL 60523

NOVI TOWN CENTER INVESTORS LLC
26132 INGERSOL DRIVE
NOVI MI 48375

VILLAGE POINTE SHOPPING CTR
RED DEVELOPMENT LLC
ONE EAST WASHINGTON ST STE 300
PHOENIX AZ 85004

UNIVERSITY MALL SHOPPING CTR
575 EAST UNIVERSITY PKWY STE N260
OREM UT 84097

TRIANGLE TOWN CENTER LLC
5959 TRIANGLE TOWN BLVD
SUITE CU-2072
RALEIGH NC 27616

FAIRDALE SHOPPERS
C/O INTELICA CRE
15455 CONWAY ROAD STE 100
ST LOUIS MO 63017

NOTTINGHAM COMMERCIAL LLC
C/O GRAND SAKWA
28470 THIRTEEN MILE RD STE 220
FARMINGTON MI 48334

SPORTS AUTHORITY
TSA STORES ATTN GEN COUNSEL
1050 WEST HAMPDEN AVENUE
ENGLEWOOD CO 80110

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

TOMSTEN, INC.
dba ARCHIVER'S

Debtor.

Case No. 13-42153
Chapter 11

ORDER

This matter came before the undersigned on the debtor's motion for an order granting an extension of time to assume or reject unexpired leases ("Motion"). Appearances were as noted in the record. The court having heard the argument of counsel, reviewed the documents and pleadings on file with the court, and having determined that extension of time to assume or reject leases as set forth in the Motion is in the best interest of the estate,

IT IS HEREBY ORDERED

1. The time allowed for the debtor to assume or reject the Leases with Consenting Landlords under 11 U.S.C. § 365(d)(4) is extended to the earlier of the date of expiration of the Consenting Landlord's consent or confirmation of a plan; and
2. The conditions contained in the landlord consents attached to the Motion are approved.

Dated:

Gregory F. Kishel
Chief United States Bankruptcy Judge