



U.S. Department of Justice
 Office of the United States Trustee
 Region 2
 Southern District of New York

IN RE: } **CHAPTER 11**
 }
 } **CASE NO. 08-14197**
 }
 }
DEBTOR. Value City Holdings, Inc. }

**DEBTOR'S POST-CONFIRMATION
 MONTHLY OPERATING REPORT
 FOR THE PERIOD
 FROM May 30, 2010 TO July 3, 2010**

Comes now the above-named debtor and files its Post-Confirmation Monthly Operating Report in accordance with the Guidelines established by the United States Trustee and FRBP 2015.

In accordance with 28 U.S.C. Section 1746, I declare under penalty of perjury that I have examined the information contained in this report and it is true and correct to the best of my knowledge.

Signed: /s/ W. Edward Clingman, Jr. Date: July 20, 2010
W. Edward Clingman, Jr.
 Print Name
Chief Winddown Officer
 Title

Debtor's Address
 and Phone Number:
c/o Clingman & Hanger Management Associates. LLC
11038 Lakeridge Parkway, Suite 4
Ashland VA 23005
 Tel. 804-550-7916

Attorney's Address
 and Phone Number:
John C. Longmire
Lauren C. Cohen
Andrew D. Sorkin
WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, New York 10019
Tel. (212) 728-8000

Note: The original Monthly Operating Report is to be filed with the Court and a copy simultaneously provided to the United States Trustee. Monthly Operating Reports must be filed by the 20th day of the following month.

VALUE CITY HOLDINGS, INC.
Case No. 08-14197
INDEX TO POST-CONFIRMATION MONTHLY OPERATING REPORT

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QUESTIONNAIRE		
	YES*	NO
1. Have any assets been sold or transferred outside the normal course of business, or outside the Plan of Reorganization during this reporting period?		X
2. Are any post-confirmation sales or payroll taxes past due?		X
3. Are any amounts owed to post-confirmation creditors/vendors over 90 days delinquent?		X
4. Is the Debtor current on all post-confirmation plan payments?	X	

*If the answer to any of the above questions is "YES," provide a detailed explanation of each item on a separate sheet.

INSURANCE INFORMATION		
	YES	NO*
1. Are real and personal property, vehicle/auto, general liability, fire, theft, worker's compensation, and other necessary insurance coverages in effect?	X	
2. Are all premium payments current?	X	

*If the answer to any of the above questions is "NO," provide a detailed explanation of each item on a separate sheet.

CONFIRMATION OF INSURANCE					
TYPE of POLICY	and	CARRIER	Period of Coverage	Payment Amount and Frequency	Delinquency Amount
Directors & Officers		National Union	1/23/10 - 1/23/11	\$ 105,000 Annual	0
Directors & Officers		XL Speciality	1/23/10 - 1/23/11	\$ 55,000 Annual	0
EE Dishonesty / ERISA		Travelers	1/23/10 - 1/23/11	\$ 496 Annual	0

DESCRIBE PERTINENT DEVELOPMENTS, EVENTS, AND MATTERS DURING THIS REPORTING PERIOD:

The Plan Effective date was June 10, 2010. The Administrative Claims bar date is 45 days after the Effective Date. Thereafter, the Debtor will analyze all Secured, Administrative and Priority claims, file appropriate objections and otherwise resolve such claims so that the funds available for distribution to General Creditors will be known.

Estimated Date of Filing the Application for Final Decree: Second Quarter 2010

QUESTIONNAIRE		
	YES*	NO
4. Is the Debtor current on all post-confirmation plan payments?	X	

***If the answer to any of the above questions is "YES," provide a detailed explanation of each item on a separate sheet.**

4 * The Plan Effective Date was June 10, 2010 and Allowed Secured, Administrative and Priority Claims for which required tax payer identification numbers had been received were paid on the Effective Date or as soon thereafter as practicable. Allowed Secured, Administrative and Priority Claims for which tax payer identification numbers had not been received on the Effective Date are paid as soon as practicable after the receipt of the tax payer identification numbers. Disputed Secured, Administrative and Priority Claims will be paid as soon as practicable after they are resolved and become allowed and the claimant provides the required tax payer identification number.

CHAPTER 11 POST-CONFIRMATION
SCHEDULE OF RECEIPTS AND DISBURSEMENTS

Case Name:	Value City Holdings, Inc.
Case Number:	08-14197
Date of Plan Confirmation:	Effective Date June 10, 2010

All items must be answered. Any which do not apply should be answered "none" or "N/A".

	Monthly	Post Confirmation Total
1. CASH (Beginning of Period)	\$ 9,289,851.45	\$ 9,289,851.45
2. INCOME or RECEIPTS during the Period	\$ 358,882.98	\$ 358,882.98
3. DISBURSEMENTS		
a. Operating Expenses (Fees/Taxes):		
(i) U.S. Trustee Quarterly Fees	\$	\$
(ii) Federal Taxes		
(iii) State Taxes		
(iv) Other Taxes	15,071.85	15,071.85
b. All Other Operating Expenses:	\$ 1,336,702.11	\$ 1,336,702.11
c. Plan Payments:*		
(i) Administrative Claims	\$	\$
(ii) Class One		
(iii) Class Two		
(iv) Class Three		
(v) Class Four		
(Attach additional pages as needed)		
Total Disbursements (Operating & Plan)	\$ 1,351,773.96	\$ 1,351,773.96
1. CASH (End of Period)	\$ 8,296,960.47	\$ 8,296,960.47

* This includes any and all disbursements made under the plan of reorganization or in the ordinary course of the reorganized debtor's post-confirmation business, whether the disbursements are made through a trust, by a third party, or by the reorganized debtor.

**CHAPTER 11 POST-CONFIRMATION
BANK ACCOUNT RECONCILIATIONS**

Bank Account Information	Account #1	Account #2	Account #3	Account #4
Name of Bank:	Bank of America	Bank of America	Bank of America	Bank of America
Account Number:	XXXX XXXX 4706	XXXX XXXX 3017	XXXX XXXX 3672	XXXX XXXX 0806
Purpose of Account (Operating/Payroll/Tax)	Operating	Payroll & Payroll Taxes	Reserve	WindDown Operating
Type of Account (e.g. checking)	Checking	Checking	Savings	Checking
1. Balance per Bank Statement	188,769.21	10,046.93	380.01	1,470,079.87
2. ADD: Deposits not credited	0.00	0.00	0.00	0.00
3. SUBTRACT: Outstanding Checks	0.00	2,312.60	0.00	0.00
4. Other Reconciling Items	-11.38	-1,345.47	0.00	0.00
5. Month End Balance (Must Agree with Books)	188,757.83	6,388.86	380.01	1,470,079.87

Note: Attach copy of each bank statement and bank reconciliation.

Investment Account Information	Date of Purchase	Type of Instrument	Purchase Price	Current Value
Bank / Account Name / Number				

Note: Attach copy of each investment account statement.

**CHAPTER 11 POST-CONFIRMATION
BANK ACCOUNT RECONCILIATIONS**

Bank Account Information	Account #5	Account #6	Account #7	Account #8
Name of Bank:	Bank of America	Bank of America	Bank of America	Bank of America
Account Number:	XXXX XXXX 0851	XXXX XXXX 0929	XXXX XXXX 0903	XXXX XXXX 0932
Purpose of Account (Operating/Payroll/Tax)	Claims Disbursement	Payroll Claims	Professional Fee Holdback Reserve	Disputed Priority Claims Reserve
Type of Account (e.g. checking)	Checking	Checking	Savings	Savings
1. Balance per Bank Statement	2,439,047.16	1,134,195.00	688,376.79	2,369,734.95
2. ADD: Deposits not credited	0.00	0.00	0.00	0.00
3. SUBTRACT: Outstanding Checks	0.00	0.00	0.00	0.00
4. Other Reconciling Items	0.00	0.00	0.00	0.00
5. Month End Balance (Must Agree with Books)	2,439,047.16	1,134,195.00	688,376.79	2,369,734.95

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Investment Account Information	Date of Purchase	Type of Instrument	Purchase Price	Current Value
Bank / Account Name / Number				

Note: Attach copy of each investment account statement.

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



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Statement Period
06/01/10 through 06/30/10
EO P PB 0B 50

0296287

Account Number 4706



01295 001 SCM999 I 4 0

VALUE CITY DEPARTMENT STORES, LLC
C/O CLINGMAN & HANGER MGMT ASSOC LLC
11038 LAKERIDGE PKWY
ASHLAND VA 23005-8142

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1.888.BUSINESS (1.888.287.4637)

Or you may write to:
 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft and the transfer fee, if applicable. Overdraft protection can help you avoid overdrafts on your checking account. For access to information about signing up, call the number on your statement or speak to your advisor.

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

VALUE CITY DEPARTMENT STORES, LLC
C/O CLINGMAN & HANGER MGMT ASSOC LLC

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Statement Period
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E0 P PB 0B 50

Account Number 4706

Deposit Accounts

Business Advantage Checking

VALUE CITY DEPARTMENT STORES, LLC C/O CLINGMAN & HANGER MGMT ASSOC LLC

Your Account at a Glance

Account Number	4706	Statement Beginning Balance	\$3,555,650.01
Statement Period	06/01/10 through 06/30/10	Amount of Deposits/Credits	\$5,784,918.68
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$9,151,799.48
Number of Withdrawals/Debits	19	Statement Ending Balance	\$188,769.21
Number of Deposited Items	6		
		Average Ledger Balance	\$1,404,216.98
Number of Days in Cycle	30	Service Charge	\$0.00

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance (\$)	Type of Balance	Date
Business Advantage Checking	4706	1,701,828.49	Average	06-29
Total Qualifying Balance		\$1,701,828.49		

Thank you for banking with us. With the balances in your accounts, there is no monthly maintenance fee for your Business Advantage account this month.

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/09	5,779,500.53	Agent Assisted transfer from Sav 3672 Confirmation# 1311774203	956906097511302
06/10	5,418.15	Deposit	813005082634232

Withdrawals and Debits Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
5132	444.51	06/01	813006492440620	5138	1,334.57	06/22	813004192552331
5133	12.67	06/01	813009792334987	5139	5.76	06/18	813009592203329
5134	175.56	06/03	813008892919188	5140	7,227.39	06/18	813009692372422
5135	2,000.00	06/02	813005892269964	5141	2,000.00	06/30	813006492445049
5136	47,323.16	06/14	813008392832329	5142	708.75	06/28	813007092273911
5137	33.51	06/18	813006792338811				

VALUE CITY DEPARTMENT STORES, LLC
 C/O CLINGMAN & HANGER MGMT ASSOC LLC

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 Statement Period
 06/01/10 through 06/30/10
 EO P PB 0B 50

0296289

Account Number 4706

Withdrawals and Debits - Continued

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
06/02	15,125.74	Funds Transfer Debit Fdes Nnc 0007762 Nbkbus9	945006027620073
06/10	3,695,369.00	Funds Transfer Debit Fdes Nnc 0007762 Fna3839	945006107620039
06/10	2,369,326.00	Funds Transfer Debit Fdes Nnc 0007762 Fna3839	945006107620045
06/10	1,166,578.00	Funds Transfer Debit Fdes Nnc 0007762 Fna3839	945006107620047
06/10	1,134,195.00	Funds Transfer Debit Fdes Nnc 0007762 Fna3839	945006107620041
06/10	688,258.00	Funds Transfer Debit Fdes Nnc 0007762 Fna3839	945006107620043
06/16	16,105.75	Agent Assisted transfer to Chk 3017 Confirmation# 0571941751	956906167511101
06/30	5,576.11	Agent Assisted transfer to Chk 3017 Confirmation# 1690357876	956906307500825

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
06/01	3,555,192.83	06/10	269,084.21	06/22	197,054.07
06/02	3,538,067.09	06/14	221,761.05	06/28	196,345.32
06/03	3,537,891.53	06/16	205,655.30	06/30	188,769.21
06/09	9,317,392.06	06/18	198,388.64		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This Is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
 If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



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Statement Period
06/01/10 through 06/30/10
EO P PA 0A 50 0168803
Enclosures 0
Account Number 3017



01295 001 SCM999 I 4 0

VALUE CITY DEPARTMENT STORES, LLC
PAYROLL ACCOUNT
C/O CLINGMAN & HANGER MGMT ASSOC LLC
11038 LAKERIDGE PKWY
ASHLAND VA 23005-8142

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Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft and the transfer fee, if applicable. Overdraft protection can help you avoid overdrafts on your checking account. For access to information about signing up, call the number on your statement or speak to your advisor.

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

VALUE CITY DEPARTMENT STORES, LLC
PAYROLL ACCOUNT

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Statement Period
06/01/10 through 06/30/10
EO P PA 0A 50
Enclosures 0
Account Number 3017

Deposit Accounts

Business Economy Checking

VALUE CITY DEPARTMENT STORES, LLC PAYROLL ACCOUNT

Your Account at a Glance

Account Number	3017	Statement Beginning Balance	\$6,388.86
Statement Period	06/01/10 through 06/30/10	Amount of Deposits/Credits	\$36,807.60
Number of Deposits/Credits	3	Amount of Withdrawals/Debits	\$33,149.53
Number of Withdrawals/Debits	10	Statement Ending Balance	\$10,046.93
Number of Deposited Items	0		
		Average Ledger Balance	\$10,226.75
Number of Days in Cycle	30	Service Charge	\$0.00

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/02	15,125.74	Funds Transfer Credit Fdes Nnc 0007762 Nbkbus9	945006027620074
06/16	16,105.75	Agent Assisted transfer from Chk 4706 Confirmation# 0571941751	956906167511102
06/30	5,576.11	Agent Assisted transfer from Chk 4706 Confirmation# 1690357876	956906307500826

Withdrawals and Debits Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
8200209	1,776.27	06/04	813006492230268	8200213	132.68	06/21	813009892545122
8200210	6,178.98	06/10	813009192728679	8200214	5,828.77	06/22	813008992166971
8200211	1,292.98	06/07	813006792434506	8200215	1,091.73	06/18	813006792689714
8200212	1,776.27	06/24	813006692347130				

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
06/02	5,877.51	Wire Type:Wire Out Date:100602 Time:0936 Et Trn:2010060200133182 Service Ref:002429 Bnf:Paycor Inc, Tax Trust Acco ID:7024158300 Bnf Bk:Fifth Third Bank ID:042000314 Pmt Det:Ts201 00602092721	903706020133182
06/16	7,276.30	Wire Type:Wire Out Date:100616 Time:1621 Et Trn:2010061600245193 Service Ref:009280 Bnf:Paycor Inc, Tax Trust Acco ID:7024158300 Bnf Bk:Fifth Third Bank ID:042000314 Pmt Det:Ts201 00616041819	903706160245193

VALUE CITY DEPARTMENT STORES, LLC
PAYROLL ACCOUNT

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Statement Period
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E0 P PA 0A 50 0168805
Enclosures 0
Account Number 3017

**Withdrawals and Debits - Continued
Other Debits**

Date Posted	Amount (\$)	Description	Bank Reference
06/30	1,918.04	Wire Type:Wire Out Date:100630 Time:0918 Et Trn:2010063000138066 Service Ref:004399 Bnf:Paycor Inc, Tax Trust Acco ID:7024158300 Bnf Bk:Fifth Third Bank ID:042000314 Pmt Det:Ts201 00630091527	903706300138066

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
06/01	6,388.86	06/10	6,388.86	06/22	8,165.13
06/02	15,637.09	06/16	15,218.31	06/24	6,388.86
06/04	13,860.82	06/18	14,126.58	06/30	10,046.93
06/07	12,567.84	06/21	13,993.90		

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FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
 If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
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For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



01295 001 SCM999 0

VALUE CITY DEPARTMENT STORES, LLC
VALUE CITY RESERVE ACCOUNT
11038 LAKERIDGE PKWY STE 4
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VALUE CITY DEPARTMENT STORES, LLC
 VALUE CITY RESERVE ACCOUNT

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 Statement Period
 06/01/10 through 06/30/10
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 Enclosures 0
 Account Number 3672

Deposit Accounts

Business Interest Maximizer

VALUE CITY DEPARTMENT STORES, LLC VALUE CITY RESERVE ACCOUNT

Your Account at a Glance

Account Number	3672	Statement Beginning Balance	\$5,779,250.53
Statement Period	06/01/10 through 06/30/10	Amount of Deposits/Credits	\$630.01
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$5,779,500.53
Number of Withdrawals/Debits	1	Statement Ending Balance	\$380.01
Number of Days in Cycle	30	Average Collected Balance	\$1,541,162.80
		Average Ledger Balance	\$1,541,162.80
		Service Charge	\$0.00

Interest Information

Amount of Interest Paid	\$380.01	Interest Paid Year-to-Date	\$4,605.46
Annual Percentage Yield Earned This Statement Period	0.30%	Withholding Year-to-Date	\$0.00

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/07	250.00	BofA-Trust 40-05-500-1756535 Trust Cr. Transfer	949006073100410
06/30	380.01	Interest Earned	

Withdrawals and Debits

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
06/09	5,779,500.53	Agent Assisted transfer to Chk 4706 Confirmation# 1311774203	956906097511301

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
06/01	5,779,250.53	06/09	0.00
06/07	5,779,500.53	06/30	380.01

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
 If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



01295 001 SCM999 I 4 0

U.S. TRUST

VALUE CITY HOLDINGS INC
WIND-DOWN ACCOUNT
C/O CLINGMAN & HANGER MGMT ASSOC. LLC
11038 LAKERIDGE PKWY STE 4
ASHLAND VA 23005-8142

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:
1.888.BUSINESS (1.888.287.4637)



Or you may write to:



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft and the transfer fee, if applicable. Overdraft protection can help you avoid overdrafts on your checking account. For access to information about signing up, call the number on your statement or speak to your advisor.

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

VALUE CITY HOLDINGS INC
WIND-DOWN ACCOUNT

Page 2 of 3
Statement Period
06/03/10 through 06/30/10
E0 P PA 0A 50
Enclosures 0
Account Number

0806

Deposit Accounts

Business Advantage Checking

VALUE CITY HOLDINGS INC WIND-DOWN ACCOUNT

Your Account at a Glance

Account Number	0806	Statement Beginning Balance	\$0.00
Statement Period	06/03/10 through 06/30/10	Amount of Deposits/Credits	\$1,470,079.87
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	\$1,470,079.87
Number of Deposited Items	0		
		Average Ledger Balance	\$950,808.96
Number of Days in Cycle	28	Service Charge	\$0.00

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance (\$)	Type of Balance	Date
Business Advantage Checking	0806	931,576.71	Average	06-29
Business Economy Checking	0851	1,803,126.05	Average	06-29
Business Economy Checking	0929	840,144.44	Average	06-29
Business Interest Maximizer	0903	509,820.74	Average	06-29
Business Interest Maximizer	0932	1,755,056.29	Average	06-29
Total Qualifying Balance		\$5,839,724.23		

Thank you for banking with us. With the balances in your accounts, there is no monthly maintenance fee for your Business Advantage account this month.

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/10	1,166,578.00	Funds Transfer Credit Fdes Nnc 0007762 Fna3839	945006107620048
06/24	303,501.87	Wire Type:Wire IN Date: 100624 Time:1506 Et Trn:2010062400231535 Seq:2010062400006499/002785 Orig:Vchi Acquisition Co ID:7282038541 Snd Bk:Fift H Third Bank ID:042000314 Pmt Det:Rtl028 \1758441	903706240231535

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
06/10	1,166,578.00	06/24	1,470,079.87

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

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- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

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For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America

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P.O. Box 25118
Tampa, FL 33622-5118



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Page 1 of 4
Statement Period
06/03/10 through 06/30/10
EO P PA 0A 50
Enclosures 0
Account Number

0170298

0851



01295 001 SCM999 I 4 0

U.S. TRUST

VALUE CITY HOLDINGS INC
CLAIMS DISBURSEMENT ACCOUNT
C/O CLINGMAN & HANGER MGMT ASSOC. LLC
11038 LAKERIDGE PKWY STE 4
ASHLAND VA 23005-8142

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Or you may write to:



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft and the transfer fee, if applicable. Overdraft protection can help you avoid overdrafts on your checking account. For access to information about signing up, call the number on your statement or speak to your advisor.

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

VALUE CITY HOLDINGS INC
CLAIMS DISBURSEMENT ACCOUNT

Page 2 of 4
Statement Period
06/03/10 through 06/30/10
E0 P PA 0A 50
Enclosures 0
Account Number

0851

Deposit Accounts

Business Economy Checking

VALUE CITY HOLDINGS INC CLAIMS DISBURSEMENT ACCOUNT

Your Account at a Glance

Account Number	0851	Statement Beginning Balance	\$0.00
Statement Period	06/03/10 through 06/30/10	Amount of Deposits/Credits	\$3,711,458.96
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$1,272,411.80
Number of Withdrawals/Debits	9	Statement Ending Balance	\$2,439,047.16
Number of Deposited Items	0		
Number of Days in Cycle	28	Average Ledger Balance	\$1,825,837.52
		Service Charge	\$0.00

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/10	3,695,369.00	Funds Transfer Credit Fdes Nnc 0007762 Fna3839	945006107620040
06/16	16,089.96	Wire Type:Book IN Date:100616 Time:1209 Et Trn:2010061600155978 Sndr Ref:Boa3925-10Jun10 Orig:Bank Of America Customer ID:2016000962700 Pmt Det:Ts20100610105841 2010061000143225 Jun10 Pe R Ord Req	903706160155978

Withdrawals and Debits

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
06/10	508,000.00	Funds Transfer Debit Fdes Nnc 0007762 Nbky6Ui	945006107620170
06/10	326,791.25	Wire Type:Wire Out Date:100610 Time:1312 Et Trn:2010061000188844 Service Ref:310093 Bnf:Liquidity Solutions, Inc. ID:272-5324-624 Bnf Bk:Jpmorgan Chase Bank, N. ID:0002 Pmt Det:Ts2 0100610122402	903706100188844
06/10	210,494.92	Wire Type:Wire Out Date:100610 Time:1314 Et Trn:2010061000189729 Service Ref:310404 Bnf:For The Account Of Willkie ID:123-007887 Bnf Bk:Jpmorgan Chase Bank, N. ID:0002 Pmt Det:Ts2 0100610111936 Wir/Ashme Patel 1800820793	903706100189729
06/10	120,000.00	Wire Type:Wire Out Date:100610 Time:1315 Et Trn:2010061000190349 Service Ref:006491 Bnf:Verdolino & Lowey ID:389162935 Bnf Bk:Charles River Bank ID:211373018 Pmt Det:Ts20100610112345	903706100190349

VALUE CITY HOLDINGS INC
CLAIMS DISBURSEMENT ACCOUNT

Page 3 of 4
Statement Period
06/03/10 through 06/30/10
EO P PA 0A 50
Enclosures 0
Account Number

0170300

0851

Withdrawals and Debits - Continued
Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
06/10	57,100.00	Wire Type:Wire Out Date:100610 Time:1313 Et Trn:2010061000189496 Service Ref:006623 Bnf:Otterbourg Steindler Houst ID:2000030912438 Bnf Bk:Wachovia Bank NA Of NJ/ ID:031201467 Pmt Det:Ts20100610104745	903706100189496
06/10	17,820.71	Wire Type:Book Out Date:100610 Time:1058 Et Trn:2010061000141963 Related Ref:Ts20100610105517 Bnf:Silverman Acampora Llp ID:483006955514	903706100141963
06/10	16,089.96	Wire Type:Wire Out Date:100610 Time:1102 Et Trn:2010061000143225 Service Ref:275648 Bnf:For The Account Of Willkie ID:123-007887 Bnf Bk:Jpmorgan Chase Bank, N. ID:0002 Pmt Det:Ts2 0100610105841Attn: Ashme Patel /Acc/Telephone # 1-	903706100143225
06/10	16,089.96	Wire Type:Wire Out Date:100610 Time:1119 Et Trn:2010061000150693 Service Ref:004490 Bnf:Traxi, Llc ID:9621198923 Bnf Bk:Wachovia Bank NA Of NJ/ ID:031201467 Pmt Det:Ts20100610111433	903706100150693
06/10	25.00	Wire Type:Book Out Date:100610 Time:1142 Et Trn:2010061000158295 Related Ref:Boa3925-10Jun10 Bnf:Commissions ID:0000000181582 Pmt Det:/Acc/Inve Stig Fee	903706100158295

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
06/10	2,422,957.20	06/16	2,439,047.16

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

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 If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fall to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



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U.S. TRUST

VALUE CITY HOLDINGS INC
PAYROLL CLAIMS ACCOUNT
11038 LAKERIDGE PKWY STE 4
ASHLAND VA 23005-8142

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
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Or you may write to:



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft and the transfer fee, if applicable. Overdraft protection can help you avoid overdrafts on your checking account. For access to information about signing up, call the number on your statement or speak to your advisor.

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

VALUE CITY HOLDINGS INC
PAYROLL CLAIMS ACCOUNT

Page 2 of 3
Statement Period
06/03/10 through 06/30/10
E0 P PA 0A 50
Enclosures 0
Account Number 0929

Deposit Accounts

Business Economy Checking

VALUE CITY HOLDINGS INC PAYROLL CLAIMS ACCOUNT

Your Account at a Glance

Account Number	0929	Statement Beginning Balance	\$0.00
Statement Period	06/03/10 through 06/30/10	Amount of Deposits/Credits	\$1,134,195.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	\$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	\$1,134,195.00
Number of Deposited Items	0		
Number of Days in Cycle	28	Average Ledger Balance	\$850,646.25
		Service Charge	\$0.00

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/10	1,134,195.00	Funds Transfer Credit Fdes Nnc 0007762 Fna3839	945006107620042

Daily Ledger Balances

Date	Balance (\$)
06/10	1,134,195.00

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

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 If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



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U.S. TRUST

VALUE CITY HOLDINGS INC
PROFESSIONAL FEE HOLDBACK RESERVE
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Tampa, FL 33622-5118

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VALUE CITY HOLDINGS INC
PROFESSIONAL FEE HOLDBACK RESERVE

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Statement Period
06/03/10 through 06/30/10
EO P PA 0A 23
Enclosures 0
Account Number

0903

Deposit Accounts

Business Interest Maximizer

VALUE CITY HOLDINGS INC PROFESSIONAL FEE HOLDBACK RESERVE

Your Account at a Glance

Account Number	0903	Statement Beginning Balance	\$0.00
Statement Period	06/03/10 through 06/30/10	Amount of Deposits/Credits	\$688,376.79
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	\$688,376.79
Number of Days in Cycle	28	Average Collected Balance	\$516,197.74
		Average Ledger Balance	\$516,197.74
		Service Charge	\$0.00

Interest Information

Amount of Interest Paid	\$118.79	Interest Paid Year-to-Date	\$118.79
Annual Percentage Yield Earned This Statement Period	0.30%	Withholding Year-to-Date	\$0.00

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/10	688,258.00	Funds Transfer Credit Fdes Nnc 0007762 Fna3839	945006107620044
06/30	118.79	Interest Earned	

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
06/10	688,258.00	06/30	688,376.79

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Page 1 of 3
Statement Period
06/03/10 through 06/30/10
EO P PA OA 23 0220485
Enclosures 0
Account Number 0932



01295 001 SCM999 0

U.S. TRUST

VALUE CITY HOLDINGS INC
DISPUTED PRIORITY CLAIMS RESERVE
C/O CLINGMAN & HANGER MGMT ASSOC. LLC
11038 LAKERIDGE PKWY STE 4
ASHLAND VA 23005-8142

Our free Online Banking service allows you to check balances, track account activity and more.
Enroll at www.bankofamerica.com.

Customer Service Information www.bankofamerica.com

For additional information or service, you may call:
1.888.BUSINESS (1.888.287.4637)

Or you may write to:
 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

VALUE CITY HOLDINGS INC
DISPUTED PRIORITY CLAIMS RESERVE

Page 2 of 3
Statement Period
06/03/10 through 06/30/10
E0 P PA 0A 23
Enclosures 0
Account Number

0932

Deposit Accounts

Business Interest Maximizer

VALUE CITY HOLDINGS INC DISPUTED PRIORITY CLAIMS RESERVE

Your Account at a Glance

Account Number	0932	Statement Beginning Balance	\$0.00
Statement Period	06/03/10 through 06/30/10	Amount of Deposits/Credits	\$2,369,734.95
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	\$2,369,734.95
Number of Days in Cycle	28	Average Collected Balance	\$1,777,009.10
		Average Ledger Balance	\$1,777,009.10
		Service Charge	\$0.00

Interest Information

Amount of Interest Paid	\$408.95	Interest Paid Year-to-Date	\$408.95
Annual Percentage Yield Earned This Statement Period	0.30%	Withholding Year-to-Date	\$0.00

Deposits and Credits

Date Posted	Amount (\$)	Description	Bank Reference
06/10	2,369,326.00	Funds Transfer Credit Fdes Nnc 0007762 Fna3839	945006107620046
06/30	408.95	Interest Earned	

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
06/10	2,369,326.00	06/30	2,369,734.95

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
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- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This Is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

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 If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

**CHAPTER 11 POST-CONFIRMATION
CASH/DEBIT/CHECK DISBURSEMENTS DETAILS**

Name of Bank	Bank of America
Account Number	XXXX XXXX 3017
Purpose of Account (Operating/Payroll/Personal)	Payroll
Type of Account (e.g., Checking)	Checking

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
8200209	06/04/10	Debbie Chapin	Payroll	1,776.27
8200210	06/04/10	Trent Miller	Payroll	6,178.98
8200211	06/04/10	Kim Rhodes	Payroll	1,292.98
8200212	06/18/10	Debbie Chapin	Payroll	1,776.27
8200213	06/18/10	Trent Miller	Payroll	132.68
8200214	06/18/10	Kim Rhodes	Payroll	5,828.77
8200215	06/18/10	Terry Waltermire	Payroll	1,091.73
8200216	07/02/10	Debbie Chapin	Payroll	1,776.27
8200217	07/02/10	Trent Miller	Payroll	132.68
8200218	07/02/10	Kim Rhodes	Payroll	403.65
8200219	07/02/10	Terry Waltermire	Payroll	1,345.47
WIRE	06/02/10	Paycor	Payroll Taxes	5,877.51
WIRE	06/16/10	Paycor	Payroll Taxes	7,276.30
WIRE	07/02/10	Paycor	Payroll Taxes	1,918.04
			TOTAL	36,807.60

If any checks written this period have not been delivered to the payee, provide details, including the payee, amount, explanation for holding check and anticipated delivery date of check.

**CHAPTER 11 POST-CONFIRMATION
CASH/DEBIT/CHECK DISBURSEMENTS DETAILS**

Name of Bank	Bank of America
Account Number	XXXX XXXX 0851
Purpose of Account (Operating/Payroll/Personal)	Claims Disbursement
Type of Account (e.g., Checking)	Checking

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
WIRE	06/10/10	Otterbourg Steindler Houston & Rosen PC	Professional Services	57,100.00
WIRE	06/10/10	Silverman Acampora LLP	Professional Services	17,820.71
WIRE	06/10/10	Traxi LLC	Professional Services	16,089.96
WIRE	06/10/10	Willkie Farr & Gallagher LLP	Professional Services	210,494.92
WIRE	06/10/10	Verdolino & Lowery	Professional Services	120,000.00
WIRE	06/10/10	Clingman & Hanger Mgmt Assoc.	Professional Services	508,000.00
WIRE	06/10/10	Liquidity Solutions, Inc.	Claims Distribution	326,791.25
BankDebit	06/10/10	Bank of America	Transfer Fee	25.00
TOTAL				1,256,321.84

If any checks written this period have not been delivered to the payee, provide details, including the payee, amount, explanation for holding check and anticipated delivery date of check.
