

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586465

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900555949

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Z Gallerie LLC		06/20/2019	Limited Liability Company:
Z Gallerie Holding Company, LLC		06/20/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	DirectBuy Home Improvement, Inc.
Doing Business As:	DBA Z Gallerie
Street Address:	8450 Broadway
City:	Merrillville
State/Country:	INDIANA
Postal Code:	46410
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1618180	Z GALLERIE
Registration Number:	0054912	
Registration Number:	1779881	Z GALLERIE
Registration Number:	5205802	Z Z GALLERIE
Registration Number:	2747220	Z GALLERIE
Registration Number:	2961180	Z

CORRESPONDENCE DATA

Fax Number: 2192464562

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8008276400

Email: e.oscar@directbuy.com

Correspondent Name: Erika Oscar

Address Line 1: 8450 Broadway

Address Line 4: Merrillville, INDIANA 46410

NAME OF SUBMITTER: Erika Oscar

SIGNATURE:	/Erika Oscar/
DATE SIGNED:	07/14/2020

Total Attachments: 131

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is executed as of June 20, 2019 (the "Closing Date"), by and among Z Gallerie Holding Company, LLC and Z Gallerie, LLC, each a Delaware limited liability company (each, an "Assignor" and collectively, "Assignors"), and DirectBuy Home Improvement, Inc., a Delaware corporation ("Assignee"). Assignors and Assignee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, this Agreement is being delivered in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of June 19, 2019, by and among the Assignors, as Sellers, and Assignee, as Purchaser (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from such Assignors, all of such Assignors' direct or indirect right, title and interest in, to and under certain assets, liabilities and contractual relationships;

WHEREAS, this Agreement, as duly executed by Assignee and each Assignor, is being delivered as of the date hereof by each Party to the other Parties effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and intending to be legally bound hereby, Assignee and Assignors do hereby agree as follows:

I.

BILL OF SALE; ASSIGNMENT AND ASSUMPTION

1.1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

1.2. Assignment. In accordance with and subject to the terms of the Purchase Agreement, Assignors do hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing, all of Assignors' rights, titles and interests in, to and under the Acquired Assets, as provided in Section 1.1 of the Purchase Agreement, free and clear of all Encumbrances other than Permitted Encumbrances.

1.3. Excluded Assets. Assignors except, reserve, and exclude all of Assignors' rights, titles and interests in, to and under the Excluded Assets, as provided in Section 1.2 of the Purchase Agreement. Without limiting the foregoing, Assignors do not hereby sell, transfer, assign, convey and deliver to Assignee any right, title or interest in any assets, properties and rights of Assignors that are not Acquired Assets.

1.4. Assumed Liabilities. In accordance with and subject to the terms of the Purchase Agreement, Assignee, effective as of the Closing and only to the extent provided in Section 1.3 of the Purchase Agreement, does hereby assume, and does hereby agree to discharge and perform when due (or on such other terms (including amount and due date) as Purchaser may be

able to negotiate with the Persons to which such Liabilities are owed), the Assumed Liabilities as set forth in Section 1.3 of the Purchase Agreement.

1.5. Excluded Liabilities. Assignee shall not assume, be deemed to have assumed or be liable or obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for the Excluded Liabilities, as provided in Section 1.4 of the Purchase Agreement.

II.

MISCELLANEOUS

2.1. Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. The delivery of this Agreement shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, indemnities, terms or provisions of the Purchase Agreement or any of the rights, remedies or obligations of any Assignor or Assignee provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms. The representations, warranties, covenants, indemnities, terms and provisions contained in the Purchase Agreement shall not be merged with or into this Agreement but shall survive the execution and delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement (including the schedules hereto), the terms of the Purchase Agreement shall control.

2.2. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns.

2.3. Amendment and Waiver. Any provision of this Agreement may be (a) amended only in a writing signed by Assignors and Assignee or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

2.4. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

2.5. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arise out of or relate to this

Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court or any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the State of Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) ((a) and (b), the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Action in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of forum non-conveniens. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party to this Agreement to serve process in any other manner permitted by Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE

EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.5(c).

2.6. Captions. The captions and article and section numbers in this Agreement are for convenience only and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. References in this Agreement to articles and sections are to articles and sections of this Agreement unless otherwise specified.

2.7. Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party hereto will re-execute original forms of this Agreement and deliver them to all other parties. No Party will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

[Signature Pages Follow]

EXECUTED on the Closing Date, to be EFFECTIVE as of the Closing Date.

ASSIGNORS:


Z GALLERIE HOLDING COMPANY,
LLC

By:  _____

Name: Mark Weinsten

Title: Interim CEO

Z GALLERIE, LLC

By:  _____

Name: Mark Weinsten

Title: Interim CEO

ASSIGNEE:

DIRECTBUY HOME IMPROVEMENT,
INC.

By: Justin Yoshimura

Name: Justin Yoshimura

Title: Chief Executive Officer

ASSET PURCHASE AGREEMENT

DATED AS OF JUNE 19, 2019

BY AND BETWEEN

**DIRECTBUY HOME IMPROVEMENT, INC.,
AS PURCHASER,**

AND

**Z GALLERIE, LLC AND Z GALLERIE HOLDING COMPANY, LLC,
AS THE COMPANY**

TABLE OF CONTENTS

	<u>Page</u>
Article I Purchase and Sale of the Acquired Assets; Assumption of Assumed Liabilities	1
1.1 Purchase and Sale of the Acquired Assets	1
1.2 Excluded Assets	3
1.3 Assumption of Certain Liabilities	4
1.4 Excluded Liabilities	5
1.5 Assumption/Rejection of Certain Contracts	6
Article II CONSIDERATION; PAYMENT; CLOSING	9
2.1 Consideration; Payment	9
2.2 Closing	10
2.3 Closing Deliveries by the Sellers	10
2.4 Closing Deliveries by Purchaser	10
2.5 Determination of Cash Payment	10
Article III REPRESENTATIONS AND WARRANTIES OF THE SELLERS	12
3.1 Organization and Qualification	12
3.2 Authorization of Agreement	12
3.3 Conflicts; Consents	13
3.4 Financial Statements	13
3.5 Absence of Certain Developments	14
3.6 Title to Properties	15
3.7 Insurance	15
3.8 Contracts	16
3.9 Litigation	17
3.10 Permits; Compliance with Laws	18
3.11 Environmental Matters	18
3.12 Intellectual Property	18
3.13 Tax Matters	19
3.14 Seller Plans	19
3.15 Employees	20
3.16 Affiliate Transactions	21
3.17 Brokers	21
3.18 Suppliers	21
3.19 No Other Representations or Warranties	21
Article IV REPRESENTATIONS AND WARRANTIES OF PURCHASER	22
4.1 Organization and Qualification	22
4.2 Authorization of Agreement	22
4.3 Conflicts; Consents	23
4.4 Financing	23

4.5	Brokers	23
4.6	No Litigation	23
4.7	No Additional Representations or Warranties	23
4.8	No Outside Reliance	24
Article V BANKRUPTCY COURT MATTERS		25
5.1	Bankruptcy Actions	25
5.2	Cure Costs	25
5.3	Confirmation Order	26
Article VI COVENANTS AND AGREEMENTS		26
6.1	Conduct of Business of the Sellers	26
6.2	Access to Information; Transition Matters	27
6.3	Employee Matters	29
6.4	Regulatory Approvals	30
6.5	Reasonable Efforts; Cooperation	30
6.6	Notification of Certain Matters	31
6.7	Further Assurances	31
6.8	Insurance Matters	32
6.9	Atlanta Distribution Center	32
6.10	Acknowledgment by Purchaser	32
Article VII CONDITIONS TO CLOSING		34
7.1	Conditions Precedent to the Obligations of Purchaser and the Sellers	34
7.2	Conditions Precedent to the Obligations of Purchaser	34
7.3	Conditions Precedent to the Obligations of the Company	35
7.4	Waiver of Conditions	35
Article VIII Termination		35
8.1	Termination of Agreement	35
8.2	Effect of Termination	37
Article IX TAXES		37
9.1	Transfer Taxes	37
9.2	Allocation of Purchase Price	37
9.3	Cooperation	38
Article X MISCELLANEOUS		38
10.1	Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers	38
10.2	Expenses	38
10.3	Notices	38
10.4	Binding Effect; Assignment	40
10.5	Amendment and Waiver	40
10.6	Third Party Beneficiaries	40

10.7	Non-Recourse	40
10.8	Severability	40
10.9	Construction	41
10.10	Schedules	41
10.11	Complete Agreement	41
10.12	Specific Performance	41
10.13	Jurisdiction and Exclusive Venue	42
10.14	Governing Law; Waiver of Jury Trial	43
10.15	No Right of Set-Off	43
10.16	Counterparts and PDF	43
10.17	Publicity	44
10.18	Bulk Sales Laws	44
10.19	Fiduciary Obligations	44
10.20	No Solicitation	44
Article XI ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS.....		45
11.1	Certain Definitions	45
11.2	Index of Defined Terms	52
11.3	Rules of Interpretation	53

INDEX OF EXHIBITS

EXHIBIT A FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of June 19, 2019, by and among DirectBuy Home Improvement, Inc., a Delaware corporation (“Purchaser”), and Z Gallerie Holding Company, LLC and Z Gallerie, LLC, each a Delaware limited liability company (each a “Seller” and, collectively, the “Company” or “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein or in Article XI.

RECITALS

WHEREAS, the Company is engaged in the business of selling furniture, décor, novelty and other products both online and via retail stores (such business, the “Business”);

WHEREAS, on March 11, 2019 (the “Petition Date”), the Company filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes as In re Z Gallerie, LLC, case number 19-10488 (LSS) (collectively, the “Bankruptcy Case”). The Company operates its business as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363, 365, and 1129 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Plan and subject to entry of the Confirmation Order and consummation of the Plan; and

WHEREAS, the Acquired Assets and Assumed Liabilities shall be purchased and assumed by Purchaser pursuant to the Confirmation Order free and clear of all Encumbrances (other than Permitted Encumbrances), all in the manner and subject to the terms and conditions set forth in this Agreement and the Plan and subject to entry of the Confirmation Order and consummation of the Plan, and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court (together, the “Bankruptcy Rules”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth herein, and intending to be legally bound hereby, Purchaser and Sellers hereby agree as follows.

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363, 365, and 1129 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the

Confirmation Order, and subject to the consummation of the Plan, at the Closing, Sellers shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Sellers, all of Sellers' right, title, and interest in and to the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "Acquired Assets" means all of the properties, rights, interests and other assets of the Sellers, whether tangible or intangible, real, personal, or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including any such properties, rights, interests, and other assets acquired by the Sellers after the date hereof and prior to the Closing in accordance with Section 6.1, and including the following assets of the Sellers, but excluding in all cases the Excluded Assets:

(a) all Contracts, including those on Schedule 1.1(a), to the extent assignable under applicable Law and subject to Section 1.5 hereof (the "Assigned Contracts");

(b) all Cash and Cash Equivalents;

(c) all accounts receivable, Pre-Paid Expenses, negotiable instruments and chattel paper owing from Persons that are not Sellers;

(d) all Documents;

(e) the Owned Real Property listed on Schedule 1.1(e) (the "Acquired Owned Real Property");

(f) the Leased Real Property listed on Schedule 1.1(f) (the "Acquired Leased Real Property"), including any Leasehold Improvements, and all permanent fixtures, improvements, and appurtenances thereto;

(g) all tangible assets (including Equipment and machinery) of the Sellers, including the tangible assets of the Sellers located at any Acquired Leased Real Property or Acquired Owned Real Property and any tangible assets on order to be delivered to any Seller, other than any such tangible assets to be sold pursuant to the Agency Agreement;

(h) all Permits and all pending applications therefor, and all of the rights, interests, and benefits accruing therefrom, to the extent transferable under applicable Law;

(i) to the extent transferable, all rights and benefits of any Seller (except for any rights to insurance recoveries thereunder required to be paid to other Persons under any Order of the Bankruptcy Court relating to any debtor-in-possession financing obtained by the Sellers) to insurance recoveries under current insurance policies of Sellers and rights to assert claims with respect to any such insurance recoveries, but excluding all interests in any bonds maintained under Section 412 of ERISA and in any insurance policies relating to Seller Plans, in each case, to the extent related to any assets or liabilities of any of the Seller Plans that are Excluded Assets or to any Excluded Liabilities and excluding any director and officer insurance policies and any and all rights, claims or interests thereunder or related thereto;

(j) all Intellectual Property, all rights to collect royalties and proceeds in connection therewith, all rights to sue and recover for past, present, and future infringements,

dilutions, misappropriations of, or other conflicts with, such Intellectual Property, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including any Intellectual Property licensed to any Seller (collectively, the “Transferred Company Intellectual Property”);

(k) all claims and proceedings of Sellers as of the Closing related to the Business or related to or constituting any Acquired Asset or Assumed Liability, including Sellers’ rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including insurance proceeds (regardless of whether such rights are currently exercisable) to the extent related to any Acquired Asset or any of the Assumed Liabilities;

(l) all Causes of Action (as such term is defined in the Plan);

(m) all goodwill, payment intangibles, and general intangible assets and rights of the Sellers;

(n) all Inventory, supplies, materials, and spare parts of the Sellers, other than any Inventory to be sold pursuant to the Agency Agreement;

(o) all telephone, telex and telephonic facsimile numbers and other directory listings used in connection with the Business; and

(p) all email and IP addresses used in connection with the Business.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall the Sellers be deemed to sell, transfer, assign, or convey, and the Sellers shall retain all right, title, and interest to, in and under the following assets, properties, interests, and rights of such Seller (collectively, the “Excluded Assets”):

(a) all interests in any bonds maintained under Section 412 of ERISA and in any insurance policies relating to Seller Plans, in each case, to the extent related to any assets or liabilities of any of the Seller Plans that are Excluded Assets or to any Excluded Liabilities and excluding any director and officer insurance policies and any and all rights, claims or interests thereunder or related thereto;

(b) any Contracts of the Sellers listed on Schedule 1.2(b) (the “Excluded Contracts”);

(c) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities; provided that Purchaser shall have the right to make copies of any portions of such documents, or (ii) that any Seller is required by Law to retain and is prohibited by Law from providing a copy thereof to Purchaser;

(d) (i) all records and reports prepared or received by any Seller or any of its Affiliates in connection with the sale of the Acquired Assets, this Agreement, or the transactions contemplated hereby, including all analyses relating to the Acquired Assets or Purchaser so prepared or received, (ii) all bids and expressions of interest received from third parties with

respect to the Business and (iii) all privileged materials, documents and records of a Seller or any of its Affiliates, including any privileged materials, documents and records that are in the possession of any Seller;

(e) all director and officer insurance policies, including any tail insurance policies, and all rights of any nature with respect to any such insurance policies, including any recoveries thereunder and any rights to assess claims seeking any such recoveries;

(f) all shares of capital stock or other equity interests of any Seller or securities convertible into, exchangeable, or exercisable for any such shares of capital stock or other equity interests;

(g) all Seller Plans and any right, title, or interest in any of the assets thereof or relating thereto;

(h) all claims that any of the Sellers may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(i) the Sellers' financial accounting books and records, corporate charter, minute, and stock record books, income tax returns, corporate seal, checkbooks, and canceled checks; provided that Purchaser shall have the right to make copies of any portions of such documents relating to the Acquired Assets;

(j) the Sellers' rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument, or other document executed and delivered between any Seller and Purchaser in connection with the transactions contemplated hereby, or any other agreement between any Seller and Purchaser entered into on or after the date hereof;

(k) any Tax refunds;

(l) any retainers or similar amounts paid to Advisors or other professional service providers;

(m) all Inventory to be sold by Sellers pursuant to the Agency Agreement;

(n) all tangible assets (including Equipment and machinery), including the tangible assets of the Sellers located at any Acquired Leased Real Property or Acquired Owned Real Property and any tangible assets on order to be delivered to any Seller, to be sold by Sellers pursuant to the Agency Agreement; and

(o) the properties and assets set forth on Schedule 1.2(o).

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Confirmation Order and subject to the consummation of the Plan, effective as of the Closing, Purchaser shall assume from the Sellers (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and the Sellers shall irrevocably convey, transfer, and assign to Purchaser, only the following Liabilities, without

duplication and only to the extent not paid prior to the Closing (collectively, the “Assumed Liabilities”):

(a) up to \$50,000 of rent Liabilities under any Lease that is an Assigned Contract, which such Liabilities arose, relate to, or are measured from the period prior to July 1, 2019 (the “Percentage Rent Liabilities”);

(b) all Liabilities and obligations of the Sellers, other than the Percentage Rent Liabilities, under the Assigned Contracts that become due from and after the Closing;

(c) subject to Section 1.5(b) hereof, all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court or as otherwise agreed between the Purchaser and the non-debtor party to such Assigned Contract (the “Cure Costs”);

(d) Liabilities arising under section 503(b)(9) of the Bankruptcy Code, but only to the extent that such Liabilities and amounts related thereto do not exceed \$2,200,000;

(e) all accounts payable and trade payables existing on the Closing Date relating to inventory of the Business (excluding any amounts payable under outstanding purchase orders, which is the subject of Section 1.3(f), but including all Inventory that is in transit), but only to the extent that such Liabilities do not exceed \$1,100,000;

(f) all Liabilities and obligations of Sellers under outstanding purchase orders for Inventory;

(g) all Liabilities assumed by Purchaser pursuant to Section 6.3(b) and Section 6.9;

(h) all Liabilities to the extent related to customer deposits related solely to the delivery of products of the Business (excluding non-custom products of the Business that have been out of stock for more than five (5) weeks prior to the Closing Date) for which customers have provided such deposits to the Company prior to the Closing Date, but only to the extent of the amount of such deposits; and

(i) all Liabilities related to fulfilling purchases paid (or that may be paid) for (during the twelve (12) months following the Closing Date), in whole or in part, with gift cards issued prior to the date hereof.

1.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Parties expressly acknowledge and agree that Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of the Sellers or relating to the Acquired Assets, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that Purchaser is not assuming being referred to collectively herein as the “Excluded Liabilities”). For the avoidance of doubt and without limitation on the preceding sentence, Seller shall retain all Liabilities for Taxes (a) of the Sellers or any Affiliate of the Sellers attributable to any taxable period, (b) relating to the Business

or the Acquired Assets for all Pre-Closing Tax Periods and (c) that are Transfer Taxes that are the responsibility of the Sellers pursuant to Section 9.1.

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts. The Sellers shall have provided timely and proper written notice of the motion seeking entry of the Confirmation Order to all parties to any executory Contracts (including any unexpired non-residential Leases) to which any Seller is a party that are Assigned Contracts and take all other actions necessary to cause such Contracts to be assumed by the Sellers and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code to the extent that such Contracts are Assigned Contracts at Closing. At the Closing, the Sellers shall, pursuant to the Plan, the Confirmation Order, and any Assignment and Assumption Agreement(s), assume and assign to Purchaser (the consideration for which is included in the Purchase Price) all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code, subject in all instances to adjustment pursuant Sections 1.5(b) and 1.5(d). At the Closing, except as provided in Sections 1.5(b) and 1.5(d), Purchaser shall assume, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge, and perform all of the obligations under each Assigned Contract pursuant to section 365 of the Bankruptcy Code.

(b) Excluding Assigned Contracts Prior to Closing. Purchaser shall have the right to notify the Sellers in writing of any Assigned Contract that it does not wish to assume up to (i) June 12, 2019 (or such longer period, if any, as may be permitted pursuant to the Plan or any Order of the Bankruptcy Court, with respect to the resolution of the applicable Cure Costs for such Contracts) with respect to unexpired Leases or (ii) with respect to all other Assigned Contracts, one (1) Business Day prior to the Closing Date (the "Contract Deadline"), and any such previously considered Assigned Contract that Purchaser no longer wishes to assume shall be automatically deemed removed from the Schedules related to Assigned Contracts and automatically deemed to be an Excluded Contract, in each case, without any adjustment to the Purchase Price; provided that, to the extent any such Contract is a Specified Contract, such Contract shall be subject to treatment as a Specified Contract during the Designation Period in accordance with Section 1.5(d).

(c) Non-Assignment. Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that (i) such Contract has been or is pending rejection by a Seller or has been validly terminated by a Seller or the other party thereto (provided that, from and after the date hereof, no Contract will be rejected before the Contract Deadline without the express written authorization of Purchaser), or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption or (ii) such Contract requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Contract, and such Consent or Governmental Authorization has not been obtained prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder. In addition, a Permit shall not be assigned to, or assumed by, Purchaser to the extent that such Permit requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Permit, and no such Consent or

Governmental Authorization has been obtained prior to the Closing. In the event that any Assigned Contract is deemed not to be assigned pursuant to clause (ii) of the first sentence of this Section 1.5(c), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six (6) months following the Closing (or the remaining term of such Contract or the closing of the Bankruptcy Case, if shorter), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing, provided that neither Sellers nor Purchaser shall be obligated to pay any consideration to any third party from whom a Consent or Governmental Authorization is required or requested, and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller's rights and obligations with respect to any such Assigned Contract, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Sellers or their respective affiliates) under such Assigned Contract with respect to which the Consent and/or Governmental Authorization has not been obtained and (2) Purchaser shall assume any related burden (including the amount of any related Tax benefit obtained by Sellers or their respective affiliates) and obligation (including performance) with respect to such Assigned Contract. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Assigned Contract after the Closing, such Assigned Contract shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement.

(d) Designation Rights.

(i) Specified Contracts. Notwithstanding anything to the contrary herein, during the Designation Period, with respect to the Contracts set forth on Schedule 1.5(d) (the "Specified Contracts"; provided that Purchaser may not designate any unexpired non-residential Lease set forth on Schedule 1.5(d) as a Specified Contract (each Lease so designated, a "Specified Lease") unless Purchaser obtains the prior written consent of the counterparty to such Lease prior to the entry of the Confirmation Order; provided further that, for the avoidance of doubt, Sellers shall have no obligation with respect to obtaining the consent of any counterparty to the designation of a Lease as a Specified Lease), to the extent permissible by Law (including by Order of the Bankruptcy Court), Purchaser shall have the right to designate in writing to Sellers any Specified Contract for (x) assumption and assignment to Purchaser (or Purchaser's designee), in which case such Contract shall be deemed an Assigned Contract under this Agreement, and Sellers shall amend the Schedule of Assumed Executory Contracts and Unexpired Leases (as defined in the Plan) in accordance with the Plan, or (y) rejection, in which case such Specified Contract shall be deemed an Excluded Contract and shall be deemed rejected on the date that the Sellers notice such rejection in accordance with the Rejection Procedures Order (as defined in the Plan); provided that any Specified Contract that has been neither designated for assumption nor rejection prior to the expiration of the applicable Designation Period shall be, and shall be deemed to have been, an Excluded Contract and rejected upon the expiration of the Designation Period. The "Designation Period" shall mean the period ending on the date that is ninety (90) days following the entry of the Confirmation Order.

(ii) Costs. From the Closing Date until Purchaser designates a Specified Contract for assumption or rejection in accordance with Section 1.5(d)(i) and such Specified Contract is so assigned or rejected, Purchaser shall be responsible for, and shall indemnify and hold harmless Sellers and their Affiliates for, all costs and expenses that are due under or related to such Specified Contract (the “Specified Contract Costs”) and shall pay the Specified Contract Costs directly to the counterparty of the Specified Contracts (or other applicable Person) as and when they become due and payable. For the avoidance of doubt and without limitation on the foregoing, with respect to any real estate Taxes payable with respect to any such Specified Lease, Purchaser shall be responsible for, and shall indemnify and hold harmless Sellers and their Affiliates for, such Taxes on a per diem basis for each day from and after the Closing Date through the date of the rejection or assumption of such Specified Lease, as applicable).

(iii) Assumption of Specified Contracts. Upon the assumption by Purchaser of any Specified Contract in accordance with Section 1.5(d)(i), such Contract shall be treated as an Assigned Contract hereunder, and Purchaser shall assume, and thereafter in due course and in accordance with its respective terms, pay, fully satisfy, discharge and perform all of the Liabilities under such Contract pursuant to section 365 of the Bankruptcy Code, including the payment of any Cure Costs with respect thereto. The Purchaser (or, if applicable, its designee) with respect to any Specified Contract selected for assignment and assumption in accordance with Section 1.5(d)(i) shall provide such adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance with respect to such Specified Contract as may be reasonably requested by the counterparty to such Specified Contract.

(iv) Cooperation by Sellers. During the Designation Period, with respect to the Specified Leases, Purchaser shall have the right to arrange for the sale of any Specified Lease on such terms as Purchaser shall determine in its sole and absolute discretion (provided that such terms shall not impose any Liability or cost upon Sellers or otherwise adversely affect Sellers), and Sellers agree to reasonably cooperate with Purchaser during the Designation Period as may be reasonably necessary (taking into consideration the status and resources of Sellers following the effectiveness of the Plan and at the expense of Purchaser) (including using commercially reasonable efforts to provide Purchaser with due diligence materials and information as Purchaser may reasonably request in connection with its efforts to market and attempt to sell the Specified Leases, landlord contact information, complete copies of the subject leases and any abstracts prepared with respect thereto that are in Sellers’ possession and using commercially reasonable efforts to cooperate with Purchaser, its agents and any potential purchasers of any of the Specified Leases to provide reasonable access to the Leased Real Property, subject to and in accordance with the terms of such Specified Leases, and Purchaser shall indemnify Sellers for any loss or damage incurred by Sellers or its affiliates or representatives in connection with such access) for Purchaser to arrange for any such sale of any Specified Lease that has not yet been assigned to and assumed by Purchaser in accordance with in accordance with Section 1.5(d)(i). Further, Purchaser shall be permitted (i) to negotiate, or enter into, with the applicable counterparty an amendment of any Specified Lease (that would not impose any liability or cost upon Sellers or otherwise adversely affect Sellers) that would be effective only upon assumption of such Lease by

Purchaser or its designee (and Sellers shall reasonably cooperate with Purchaser to the extent reasonably requested by Purchaser in order to seek to arrange or facilitate such negotiations with the landlords thereof) or (ii) to otherwise amend any Specified Lease if such amendments would not impose any liability or cost upon Sellers or otherwise adversely affect Sellers; provided in each case of (i) and (ii) that Sellers shall not be required to enter into any such amendment if such amendment would result in an assumption by Sellers of such Specified Lease, unless such Specified Lease will be assigned to Purchaser or its designee at the time of such assumption.

(v) Procedures for Closings. Seller shall reasonably cooperate (taking into consideration the status and resources of Sellers following the effectiveness of the Plan) with Purchaser's efforts to consummate the sale or assignment of a Specified Contract as contemplated by Section 1.5(d)(iv) as promptly as possible. All proceeds of disposition of any such Specified Contracts shall be paid directly by the applicable third party to Purchaser upon consummation of such disposition, and shall be retained solely by Purchaser, and Sellers shall have no rights, title or interest in or to any such proceeds, except in all cases to the extent of any expenses or other amounts that are payable to Sellers in accordance with this Section 1.5(d).

ARTICLE II

CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment.

(a) The aggregate consideration (collectively, the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) a cash payment (the "Cash Payment") in an amount equal to (A) \$20,300,000, plus (B) the amount, if any, by which the Final Estimated Closing Inventory Amount exceeds the Minimum Inventory Amount, minus (C) the amount, if any, by which the Minimum Inventory Amount exceeds the Final Estimated Closing Inventory Amount, plus (D) the amount, if any, by which the Final Estimated Closing Cash-in-Transit exceeds the Target Cash-in-Transit Amount, minus (E) the amount, if any, by which the Target Cash-in-Transit Amount exceeds the Final Estimated Closing Cash-in-Transit, minus (F) the amount, if any, by which the Final Estimated Closing Refund Amount exceeds the Target Refund Amount, plus (G) with respect to any gross rent payments under any Lease that is an Assigned Contract that are attributable to any period that includes the Closing Date and have been paid prior to the Closing Date, fifty percent (50%) of the pro rata portion of such gross rent payments that are attributable to the period from and after the Closing Date, with such pro rata portion being determined based on the ratio of (x) the number of calendar days from and including the Closing Date to the end of such period to (y) the total number of days in such period.

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, the Cash Payment to the Company in cash by wire transfer of immediately available funds to an account or accounts designated in writing by Sellers.

2.2 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the “Closing”) will take place by telephone conference and electronic exchange of documents (or, if the parties agree to hold a physical closing, at the offices of Kirkland & Ellis LLP, located at 300 North LaSalle Street, Chicago, Illinois 60654) at 10:00 a.m. Central Time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing), or at such other place and time as the Parties may agree. The date the Closing actually occurs is referred to herein as the “Closing Date.”

2.3 Closing Deliveries by the Sellers. At or prior to the Closing, the Sellers shall deliver:

(a) to Purchaser, a bill of sale and assignment and assumption agreement substantially in the form of Exhibit A (the “Bill of Sale and Assignment and Assumption Agreement”) duly executed by the Sellers;

(b) to Purchaser, an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.2(b) and 7.2(c) have been satisfied;

(c) to Purchaser, a copy of the Confirmation Order, as entered by the Bankruptcy Court;

(d) to Purchaser, the Agency Agreement, duly executed by Sellers; and

(e) to Purchaser, a completed certification of non-foreign status pursuant to Section 1.1445-2(b)(2) of the Treasury regulations duly executed by Z Gallerie Holdings, LLC and an IRS Form W-9 claiming a complete exemption from backup withholding from Z Gallerie Holdings, LLC (in each case, reflecting the status of Z Gallerie, LLC for applicable tax purpose as a disregarded entity, or branch, of Z Gallerie Holdings, LLC).

2.4 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver:

(a) to the Sellers, an amount equal to the Cash Payment;

(b) to the Sellers, the Assignment and Assumption Agreement, duly executed by Purchaser;

(c) to the Sellers, an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied; and

(d) to the Sellers, the Agency Agreement, duly executed by Purchaser.

2.5 Determination of Cash Payment.

(a) No later than three (3) Business Days before the Closing, Sellers shall deliver to Purchaser a certificate (the “Pre-Closing Certificate”) of Sellers that sets forth Sellers’ good faith estimate of (i) the Closing Cash-in-Transit (the “Sellers Estimated Closing Cash-in-Transit”), (ii) the Closing Inventory Amount (the “Sellers Estimated Closing Inventory Amount”), (iii) the Closing Refund Amount (the “Sellers Estimated Closing Refund Amount”), and (iv) the Cash Payment, together with reasonable supporting information on which Sellers based such estimates.

(b) Following completion of Purchaser’s Inventory Count performed in accordance with Section 6.2(e), Purchaser shall promptly (and in any event, no later than one (1) Business Day prior to the Closing Date), deliver to Sellers the results of the Inventory Count, together with Purchaser’s records relating thereto, and a statement (the “Purchaser Statement”) setting forth Purchaser’s good faith calculation of (i) the Closing Cash-in-Transit (the “Purchaser Estimated Closing Cash-in-Transit”), (ii) the Closing Inventory Amount (which shall be based on the results of the Inventory Count) (the “Purchaser Estimated Closing Inventory Amount”) and (iii) the Closing Refund Amount (the “Purchaser Estimated Closing Refund Amount”).

(c) The Sellers Estimated Closing Inventory Amount, the Purchaser Estimated Closing Inventory Amount, the Sellers Estimated Closing Cash-in-Transit, the Purchaser Estimated Closing Cash-in-Transit, the Sellers Estimated Closing Refund Amount, and Purchaser Estimated Closing Refund Amount shall be calculated in accordance with (i) the respective definitions of such terms, (ii) to the extent not inconsistent with such definitions, GAAP consistently applied, and (iii) to the extent not inconsistent with such definitions and GAAP consistently applied, Sellers’ past accounting practices.

(d) Purchaser and Sellers shall, prior to Closing, work in good faith to resolve as promptly as possible any variance between the amounts set forth in the Pre-Closing Certificate and the Purchaser Statement. Notwithstanding the foregoing, if either (i) the result of (A) the Purchaser Estimated Closing Inventory Amount, plus (B) the Purchaser Estimated Closing Cash-in-Transit, minus (C) the Purchaser Estimated Closing Refund Amount is less than \$32,500,000 or (ii) Purchaser and Sellers are not able to resolve all of the variance(s), if any, between the Pre-Closing Certificate and the Purchaser Statement, then Purchaser shall have the right, exercisable in its sole discretion on or prior to the earlier of (y) the third (3rd) Business Day following the day on which the Purchaser Statement is delivered in accordance herewith and (z) the date on which Purchaser and Sellers agree in writing to the resolution of any and all variances, if any, between the Pre-Closing Certificate and the Purchaser Statement, by written notice delivered by Purchaser to Sellers, to terminate this Agreement and the transactions contemplated hereunder (the “Estimates Termination Right”), with no liability to, and no recourse against, Purchaser. If Purchaser does not exercise the Estimates Termination Right in accordance herewith, the Parties shall effect the Closing as promptly as possible in accordance with and subject to the terms and conditions of this Agreement.

(e) In the event the Closing occurs (whether because Purchaser does not exercise the Estimates Termination Right or because the Estimates Termination Right is not available in accordance with Section 2.5(d)), the “Final Estimated Closing Cash-in-Transit”, the “Final Estimated Closing Inventory Amount” and the “Final Estimated Closing Refund Amount” shall be equal to:

(i) if there is no variance between the Sellers Estimated Closing Cash-in-Transit and the Purchaser Estimated Closing Cash-in-Transit, the Sellers Estimated Closing Inventory Amount and the Purchaser Estimated Closing Inventory Amount, or the Sellers Estimated Closing Refund Amount and the Purchaser Estimated Closing Refund Amount (any such variance that does exist, each, a “Disputed Amount”), in each case, such applicable undisputed amount;

(ii) if the Parties resolve any Disputed Amount (which shall be evidenced by written agreement and does not require any court approval) prior to the Closing, such applicable agreed amount; and

(iii) if the Parties fail to resolve one or more Disputed Amounts prior to Closing, then the Purchaser Estimated Closing Cash-in-Transit, the Purchaser Estimated Closing Inventory Amount, and/or the Purchaser Estimated Closing Refund Amount (whichever is an unresolved Disputed Amount); provided that if the result of the Purchaser Estimated Closing Inventory Amount, plus the Purchaser Estimated Closing Cash-in-Transit, minus the Purchaser Estimated Closing Refund Amount is less than \$32,500,000, then the Final Estimated Closing Inventory Amount, the Final Estimated Closing Cash-in-Transit, and the Final Estimated Closing Refund Amount shall be deemed to be equal to amounts such that the result of the Final Estimated Closing Inventory Amount, plus the Final Estimated Closing Cash-in-Transit, minus the Final Estimated Closing Refund Amount is equal to \$32,500,000.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth in the Schedules delivered by the Company concurrently herewith and Sections 6.6(a) and 10.10, the Sellers represent and warrant to Purchaser as follows as of the date hereof and as of the Closing Date.

3.1 Organization and Qualification. Each Seller (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, (b) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted, subject to the provisions of the Bankruptcy Code, and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

3.2 Authorization of Agreement. The execution, delivery, and performance of this Agreement by each Seller, and the consummation by such Seller of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery, or performance of this Agreement by such Seller. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly and validly executed and delivered by each Seller, and, assuming

this Agreement is a valid and binding obligation of Purchaser, this Agreement constitutes a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as may be limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other Laws relating to or affecting creditors' rights or general principles of equity (whether considered in a proceeding in equity or at law (the "Enforceability Exceptions")).

3.3 Conflicts; Consents.

(a) Except as set forth on Schedule 3.3(a) and assuming that (x) requisite Bankruptcy Court approvals are obtained, (y) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 3.3(b) are made, given or obtained (as applicable), and (z) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution, delivery and performance by the Sellers of this Agreement and the consummation by the Sellers of the transactions contemplated hereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of the Sellers or any of their respective Subsidiaries; (ii) violate any Law applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Asset, except, in the case of this clause (iii), for any such violations, breaches, defaults or other occurrences that are not material to the Company and its Subsidiaries taken as a whole.

(b) Except as set forth on Schedule 3.3(b), the Sellers are not required to file, seek, or obtain any notice, authorization, approval, Order, permit, or consent of or with any Governmental Body in connection with the execution, delivery and performance by the Sellers of this Agreement or the consummation by the Sellers of the transactions contemplated hereby, except (i) requisite Bankruptcy Court approvals, (ii) such filings as may be required by any applicable federal or state securities or "blue sky" Laws, (iii) where failure to obtain such consent, approval, authorization, or action, or to make such filing or notification, is not material to the Company and its Subsidiaries taken as a whole, or (iv) as may be necessary as a result of any facts or circumstances relating to Purchaser or any of its Affiliates.

3.4 Financial Statements. Attached to Schedule 3.4 are: (a) the Company's unaudited consolidated balance sheets as of February 2, 2019 and April 6, 2019 (the "Latest Balance Sheet") and the related statements of income and cash flows for the twelve (12)- and two (2)-fiscal month periods then ended, respectively, and (b) the Company's audited consolidated balance sheet as of, and the related statements of income and cash flows for the fiscal year ended February 3, 2018 (collectively, the "Financial Statements"). Except as set forth on Schedule 3.4, the Financial Statements have been prepared, in each case, based on the books and records of the Sellers, which books and records have been maintained accurately and in good faith, and in conformity in all material respects with GAAP consistently applied and present fairly in all material respects, in accordance with GAAP consistently applied, the consolidated financial condition and results of operations of the Company and its Subsidiaries as of the dates and for the periods referred to therein, except as may be indicated in the notes thereto and subject, in the case of the unaudited

financial statements, to (y) the absence of footnote disclosures and other presentation items and (z) changes resulting from normal year-end adjustments (which are expected to be consistent with past practice).

3.5 Absence of Certain Developments. Except as set forth on Schedule 3.5, from December 31, 2018, there has not occurred any event, occurrence, or development that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Without limiting the generality of the foregoing, except (a) for the solicitation of, discussions and negotiations with, presentations and provision of other diligence to and similar engagement with other potential bidders for the Acquired Assets, the negotiation and execution of this Agreement, (b) for the preparation and commencement of the Bankruptcy Cases and Sellers' debtor-in-possession financing in the Bankruptcy Cases, or (c) as set forth on Schedule 3.5 or as expressly contemplated by this Agreement, from December 31, 2018, neither the Company nor any of its Subsidiaries has:

(a) announced, implemented, or effected any reduction-in-force, lay off, or other program resulting in the termination of employment of employees (other than any store closings and related employee terminations approved by the Bankruptcy Court), in each case, that is material to the Company taken as a whole;

(b) (i) made or granted any cash compensation increase to any former or current employee receiving (before or after such increase) base compensation in excess of \$175,000 per annum, except in the Ordinary Course or pursuant to agreements listed on Schedule 3.8 or any Seller Plan, or (ii) increased the benefit under any Seller Plan, adopted any new Seller Plan or terminated any existing Seller Plan, except for increases in benefits under existing Seller Plans in the Ordinary Course and except as approved by the Bankruptcy Court with respect to the Sellers generally;

(c) adopted a plan of liquidation, dissolution, merger, consolidation, or other reorganization, other than in the Bankruptcy Cases;

(d) made any change in its accounting methods, principles, or practices that would be material to the Company and its Subsidiaries taken as a whole, except as may be required by GAAP, the Code or applicable Law;

(e) made any acquisition of all or substantially all of the assets, properties, capital stock, or business of any other Person, whether by merger, stock, or asset purchase;

(f) made any disposition of any material assets of the Company (other than sales of Inventory in the Ordinary Course);

(g) incurred any material damages, destruction, or loss of any assets of the Company;

(h) made any capital expenditures (or series of related capital expenditures) with respect to the Business involving more than \$100,000 outside the Ordinary Course;

(i) entered into any settlement or compromise of any action, suit, or proceeding involving the Company or any of its Subsidiaries, at law or in equity, or before or by any Governmental Body; or

(j) agreed or committed in writing to do any of the foregoing.

3.6 Title to Properties.

(a) Schedule 3.6(a) contains a list of all real property leased by the Company and its Subsidiaries (the "Leased Real Property") and the agreements pursuant to which such Leased Real Property is leased (the "Leases"). Except as set forth on Schedule 3.6(a), subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Lease in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case the Company or its Subsidiaries have a valid leasehold estate in all Leased Real Property, free and clear of all Encumbrances, other than Permitted Encumbrances. The Company has made available to Purchaser a correct and complete copy of each of the Leases (including all amendments thereto). Except as set forth in Schedule 3.6(a), neither the Company nor its Subsidiaries has leased or otherwise granted to any Person rights to use or occupy any of the Leased Real Property that would reasonably be expected to materially impair the use or occupancy of the Leased Real Property in the operation of the business of the Company and its Subsidiaries taken as a whole.

(b) Except as set forth on Schedule 3.6(b), (the "Owned Real Property"), neither the Company nor any of its Subsidiaries owns any real property. Except as set forth on Schedule 3.6(b), (i) the Company or its Subsidiaries have insurable fee title to all Owned Real Property, free and clear of all Encumbrances, other than Permitted Encumbrances, (ii) neither the Company nor any of its Subsidiaries has leased or otherwise granted to any Person rights to use or occupy the Owned Real Property that would reasonably be expected to materially impair the use or occupancy of the Owned Real Property in the operation of the business of the Company and its Subsidiaries taken as a whole, and (iii) there are no outstanding options, rights of first offer or rights of first refusal to purchase the Owned Real Property. Neither the Company nor its Subsidiaries is a party to any agreement or option to purchase any real property or interest therein.

(c) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, the Company and its Subsidiaries own good title to, or hold a valid leasehold interest in, all of the Acquired Assets, free and clear of all Encumbrances, except for Permitted Encumbrances. The Acquired Assets constitute all of the assets necessary for Purchaser to conduct the Business as of the Closing Date in a manner consistent in all material respects with the manner in which it is conducted as of the date hereof.

(d) The Inventory is in good and marketable condition and is saleable in the Ordinary Course.

3.7 Insurance. Schedule 3.7 lists, as of the date hereof, each material insurance policy maintained by the Company and its Subsidiaries on their properties, assets, products, business or

personnel. With respect to each such insurance policy, the policy is legal, valid, binding, enforceable on the Company or its Subsidiaries, as applicable, and in full force and effect, and all premiums with respect thereto covering all periods up to and including the date hereof have been paid, and no notice of cancellation, termination, or denial of coverage for any material claim has been received with respect to any such insurance policy.

3.8 Contracts.

(a) Except as set forth on Schedule 3.8(a), as of the date hereof, none of the Company or any of its Subsidiary is a party to any:

- (i) collective bargaining agreement with any labor union;
- (ii) agreement for the employment of any officer, individual employee or other person on a full-time or consulting basis providing for base compensation in excess of \$50,000 per annum that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$50,000 or less;
- (iii) agreement under which the Company or one of its Subsidiaries has borrowed any money or issued any note, indenture or other evidence of similar indebtedness or guaranteed such indebtedness of others (other than intercompany indebtedness among the Company and its Subsidiaries, guarantees of indebtedness of the Company or any of its Subsidiaries, endorsements for the purpose of collection or purchases of equipment or materials made under conditional sales agreements, in each case in the Ordinary Course), in each case, having an outstanding principal amount in excess of \$1,500,000;
- (iv) material license of any material Intellectual Property that license involves payments (by or to the Company or any of its Subsidiaries) in excess of \$50,000 per annum and is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$50,000 or less (other than licenses of commercially available, off-the-shelf software and other than licenses entered into in the Ordinary Course);
- (v) lease or other agreement under which the Company or any of its Subsidiaries is lessee of, or holds or operates any personal property owned by any third party, for which the annual rental exceeds \$200,000 that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$200,000 or less;
- (vi) lease or other agreement under which the Company or any of its Subsidiaries is lessor of or permits any third party to hold or operate any property, real or personal, for which the annual rental exceeds \$200,000 that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$200,000 or less;
- (vii) agreement or group of related agreements with the same party for the purchase of products or services, in either case, under which the aggregate undelivered balance of such products and services has a selling price in excess of \$1,000,000 and which

is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$200,000 or less;

(viii) agreement that materially prohibits the Company or any of its Subsidiaries from freely engaging in business anywhere in the world;

(ix) agreement relating to any acquisition or disposition by the Company of any business (whether by asset or stock purchase or otherwise) or any merger, consolidation or similar business combination transaction, in each case, pursuant to which the Company has an outstanding obligation to pay any purchase price thereunder or other material obligation;

(x) agreement that involves any take-or-pay or requirements arrangement other than in the Ordinary Course;

(xi) agreement relating to any joint venture, partnership or strategic alliance; or

(xii) agreement in writing to enter into any of the foregoing.

(b) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, each of the agreements listed on Schedule 3.8(a), the Assigned Contracts, and each of the Leases is in full force and effect and is a valid, binding and enforceable obligation of the Company and its Subsidiaries and, to the knowledge of the Company, each of the other parties thereto, except as may be limited by the Enforceability Exceptions. Except as set forth on Schedule 3.8(b), or as a result of the commencement of the Bankruptcy Case, neither the Company nor any of its Subsidiaries, as applicable, is in default or material breach, or is alleged in writing by the counterparty thereto to have breached or to be in default, under any Lease, any Assigned Contract, or any agreement listed on Schedule 3.8(a), and, to the knowledge of the Company, the other party to each Lease, each Assigned Contract, or each of the agreements listed on Schedule 3.8(a) is not in default or material breach thereunder. The Company has made available to Purchaser complete and correct copies of all agreements required to be listed on Schedule 3.8(a), the Assigned Contracts, and all Leases, each as amended to the date hereof. None of the agreements listed on Schedule 3.8(a), Assigned Contracts, or any of the Leases has been canceled or otherwise terminated, and neither the Company, nor its Subsidiaries, has received any written notice from any Person regarding any such cancellation or termination.

(c) The Assigned Contracts, the Leases, the Company's purchase orders and the agreements listed on Schedule 3.8(a) are the only Contracts that are material to the operation and conduct of the Business.

3.9 Litigation. Except as set forth on Schedule 3.9 and other than the Bankruptcy Case, there are, and during the prior three (3) years, there have been, no actions, suits, or proceedings pending against or by the Company or any of its Subsidiaries, at law or in equity, or before or by any Governmental Body, in each case, that are material to the Business. Except as set forth on

Schedule 3.9 and other than in connection with the Bankruptcy Case, neither the Company nor any of its Subsidiaries is, or during the prior two (2) years, has been subject to any outstanding Order.

3.10 Permits; Compliance with Laws. Except as set forth on Schedule 3.10:

(a) Each of the Company and its Subsidiaries holds and is in compliance, in all material respects, with all permits, certificates, licenses, approvals, registrations, and authorizations that are necessary to the conduct of the Business as currently conducted (the “Permits”). All of the Permits are set forth on Schedule 3.10(a) and are valid and in full force and effect.

(b) The Company and its Subsidiaries are, and have been during the prior three (3) years, in compliance, in all material respects, with all applicable Laws that are, in each case, material to the Company and its Subsidiaries taken as a whole, and during the prior three (3) years neither the Company nor any of its Subsidiaries has received any written notice of any action or proceeding against it alleging any failure to comply in any material respect with any such Laws. No investigation by any Governmental Body with respect to the Company or any of its Subsidiaries is pending or, to the Company’s knowledge, threatened, and during the prior three (3) years neither the Company nor any of its Subsidiaries has received any written notice of any such investigation, except, in each case, for any such investigation that would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

3.11 Environmental Matters. Except as set forth on Schedule 3.11:

(a) The Company and each of its Subsidiaries are, and have been during the prior three (3) years, in compliance in all material respects with all applicable Environmental Laws, which compliance has included obtaining and maintaining all permits, licenses and authorizations required under applicable Environmental Laws;

(b) Neither the Company nor any of its Subsidiaries has during the prior three (3) years received written, or to the Knowledge of the Sellers other, notice from any Governmental Body regarding any actual or alleged material violation of or material liability under Environmental Laws;

(c) To the Knowledge of the Company, no Hazardous Substance has been released at any Leased Real Property or Owned Real Property by the Company or its Subsidiaries in material violation of any Environmental Law;

(d) The Company has made available to Purchaser copies of all environmental audits, assessments and reports in its possession relating to the Company, the Leased Real Property and the Owned Real Property.

3.12 Intellectual Property.

(a) Schedule 3.12(a) sets forth a correct and complete list of all Intellectual Property that is registered, filed or issued under the authority of any Governmental Body, all material unregistered Intellectual Property, and all applications for such Intellectual Property, in each case that is owned by the Company or one or more of its Subsidiaries (collectively, “Company”

Intellectual Property”). Except as set forth on Schedule 3.12(a), the Company or one or more of its Subsidiaries owns the Company Intellectual Property, free and clear of all Encumbrances, other than Permitted Encumbrances.

(b) Neither the Company’s nor any of its Subsidiaries’ respective Intellectual Property infringes, misappropriates or otherwise violates any Intellectual Property of any other Person, except where such infringement, misappropriation or violation is not material to the Company and its Subsidiaries taken as a whole.

(c) To the Knowledge of the Company, no third party infringes, misappropriates, or otherwise violates any Intellectual Property owned by the Company or any of its Subsidiaries. The Company and its Subsidiaries have used efforts that are reasonable under the circumstances to maintain the secrecy of their material trade secrets, except where as is not material to the Company and its Subsidiaries taken as a whole.

(d) All of the issued patents and registered trademarks that constitute Company Intellectual Property are valid, subsisting and enforceable. Except for office actions issued in the ordinary course of prosecution by the United States Patent and Trademark Office or analogous foreign Governmental Body, during the prior three (3) years, no claim by any third party contesting the validity or enforceability of any of the Company Intellectual Property has been made or has been threatened, in each case in writing.

3.13 Tax Matters. (a) All federal Tax Returns and other material Tax Returns required to be filed pursuant to the Code or applicable state, provincial, local or foreign tax Laws by or on behalf of the Sellers have been timely filed and such Tax Returns are true, complete and accurate in all material respects, (b) all material Taxes payable by or with respect to the Sellers (whether or not shown to be due on such Tax Returns) have been paid in full by the due date thereof, and (c) as of the date hereof, no material Encumbrance for Taxes (other than any Encumbrance for Taxes that is a Permitted Encumbrance) with respect to the assets of the Sellers have been filed or proposed in writing. There are no Tax rulings, requests for rulings or other similar agreements or requests (including applications for a change in accounting method) in effect or filed with any taxing authority relating to the Business or the Acquired Assets which could materially affect Purchaser’s or its any of Affiliate’s liability for Taxes after the Closing Date.

3.14 Seller Plans.

(a) Except as set forth on Schedule 3.14(a), and other than the Multiemployer Plans set forth on Schedule 3.14(e), neither the Company nor any of its Subsidiaries maintains or contributes to any (i) nonqualified deferred compensation or retirement plans, (ii) qualified “defined contribution plans” (as such term is defined under Section 3(34) of ERISA), (iii) qualified “defined benefit plans” (as such term is defined under Section 3(35) of ERISA) (the plans set forth in (ii) and (iii) are collectively referred to herein as the “Pension Plans”), (iv) “welfare benefit plans” (as such term is defined under Section 3(1) of ERISA) (the “Welfare Plans”), or (v) severance, incentive or bonus, stock purchase, stock option or equity incentive or any other material employee benefit plans, programs or arrangements (collectively, the “Seller Plans”).

(b) Each Pension Plan that is intended to meet the requirements of a “qualified plan” under Section 401(a) of the Code, has either (i) received a favorable determination letter from the Internal Revenue Service that such Pension Plan is so qualified or has requested such a favorable determination letter within the remedial amendment period of Section 401(b) of the Code or (ii) may rely on a favorable opinion letter issued by the Internal Revenue Service.

(c) The Seller Plans comply in form and in operation in all material respects with their terms and applicable Laws, including the requirements of the Code and ERISA, except as would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

(d) With respect to the Seller Plans, (i) all material contributions required to be made by the Company or any of its Subsidiaries have been made or properly accrued, (ii) there are no actions, suits or claims pending or, to the Company’s knowledge, overtly threatened that are material to the Company and its Subsidiaries taken as a whole other than routine claims for benefits, (iii) to the Company’s knowledge, there have been no “prohibited transactions” (as that term is defined in Section 406 of ERISA or Section 4975 of the Code) and (iv) all material reports, returns and similar documents required to be filed with any Governmental Body or distributed to any Seller Plan participant have been timely filed or distributed in all material respects. The Company and its Subsidiaries have timely made the contributions required to be made by them with respect to employees located outside the United States to any plan that is sponsored by, or to which contributions are mandated by, a Governmental Body, except as would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

(e) Except as set forth on Schedule 3.14(e), neither the Company nor any of its Subsidiaries contributes to any “multiemployer plan” (as defined in Section 3(37) of ERISA) (the “Multiemployer Plans”).

(f) None of the Welfare Plans obligates the Company or its Subsidiaries to provide a current or former employee (or any dependent thereof) any material life insurance or medical or health benefits after his or her termination of employment with the Company or any of its Subsidiaries, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar state or local Law.

3.15 Employees. Except as set forth on Schedule 3.15:

(a) The Company and its Subsidiaries are in compliance in all material respects with all applicable Laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining, layoffs, immigration compliance and the payment and withholding of social security and other Taxes. There are no administrative charges or court complaints pending or, to the Company’s Knowledge, threatened against the Company or any of its Subsidiaries before the U.S. Equal Employment Opportunity Commission or any other Governmental Body concerning alleged employment discrimination or any other matters relating to the employment of labor.

(b) There is no unfair labor practice charge or complaint pending or, to the Company’s Knowledge, threatened against the Company before the National Labor Relations

Board or any similar foreign, state or local body. To the knowledge of the Company, during the prior three (3) years, the Company has not experienced any union organizing or decertification activities, work stoppage, slowdowns or other material labor disputes, and, to the Knowledge of the Company, no such activities or disputes are underway or threatened. There is no material grievance or arbitration proceeding pending.

(c) During the prior three (3) years, the Company has not implemented any employee layoffs that to the Company's knowledge would implicate the Worker Adjustment and Retraining Notification Act or any similar Law (collectively, the "WARN Act").

(d) Schedule 3.15(d) sets forth a true and correct list, as of the date hereof, of all Contracts and other enforceable commitments of any kind entered into by the Company or any of its Subsidiaries and any employee of the Company or any of its Subsidiaries in connection with the Business, including those pertaining to compensation, confidentiality, non-competition, non-solicitation, other restrictive covenants, and true and correct copies of which have been provided to Purchaser as of the date of this Agreement.

3.16 Affiliate Transactions. Except as set forth on Schedule 3.16, no Affiliate of the Company (other than any Seller or any of their Subsidiaries), or any officer or director of the Company or any of its Subsidiaries (a) is a party to any agreement or transaction with the Company or its Subsidiaries, other than (i) loans and other extensions of credit to directors and officers of the Company and its Subsidiaries for travel, business or relocation expenses or other employment-related purposes in the Ordinary Course, (ii) employment arrangements in the Ordinary Course, and (iii) the Seller Plans, (b) has any interest in any material property used by the Company or its Subsidiaries, or (c) owns any interest in, or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as a material supplier or customer of the Company or any of its Subsidiaries.

3.17 Brokers. Except as set forth on Schedule 3.17, there is no investment banker, broker, finder or other such intermediary that has been retained by, or has been authorized to act on behalf of, the Company or any of its Subsidiaries and is entitled to a fee or commission in connection with the transactions contemplated by this Agreement from the Company or any of its Subsidiaries.

3.18 Suppliers. Schedule 3.18 sets forth a list of the top ten (10) suppliers of the Company and its Subsidiaries on a consolidated basis by dollar value of net purchases from such suppliers, for the fiscal year ended February 3, 2019. Neither the Company nor any of its Subsidiaries has received any written, or to the Company's Knowledge, oral, indication from any of the suppliers listed on the Schedule 3.18 to the effect that any such supplier will stop, materially decrease the rate of, or materially change the payment or price terms with respect to, supplying products or services to the Company or any of its Subsidiaries.

3.19 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Company nor any other Person on behalf of the Company makes, and neither Purchaser

nor any member of the Purchaser Group has relied on, the accuracy or completeness of any express or implied representation or warranty with respect to the Company or any of its Subsidiaries, the Acquired Assets or the Assumed Liabilities or with respect to any statement or information of any nature made or provided by any Person (including the Confidential Information Memorandum prepared by Lazard Middle Market LLC (the "Information Presentation"), any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in that certain datasite administered by Merrill DatasiteOne Project: Reflections (the "Dataroom") or elsewhere, or Projections) on behalf of the Company or any of its Affiliates or Advisors to Purchaser or any of its Affiliates or Advisors. Without limiting the foregoing, neither the Company nor any other Person will have or be subject to any liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser's or any of its Affiliates' or Advisors' use of or reliance on, any such information, including the Information Presentation, any information, statements, disclosures, documents, projections, forecasts, or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or elsewhere, Projections or otherwise in expectation of the transactions contemplated by this Agreement or any discussions with respect to any of the foregoing information.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company as follows as of the date hereof and as of the Closing Date.

4.1 Organization and Qualification. Purchaser (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, (b) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted, and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby.

4.2 Authorization of Agreement. The execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of the transactions contemplated hereby, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement by Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser, and, assuming this Agreement is a valid and binding obligation of Sellers, this Agreement constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Except as set forth on Schedule 4.3(a) and assuming that (x) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3(b) are made, given or obtained (as applicable), and (y) any filings required by any applicable federal or state securities or “blue sky” Laws are made, the execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of Purchaser; (ii) violate any Law applicable to Purchaser or by which any property or asset of Purchaser is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance on any property or asset of Purchaser under, any Lease or Contract; except, in each case, for any such violations, breaches, defaults, or other occurrences that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

(b) Except as set forth on Schedule 4.3(b) and requisite Bankruptcy Court approval of the transactions set forth in this Agreement, Purchaser is not required to file, seek, or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby, except (i) such filings as may be required by any applicable federal or state securities or “blue sky” Laws, or (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

4.4 Financing. Purchaser will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with the transactions contemplated by this Agreement. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and the related Assumed Liabilities.

4.5 Brokers. There is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.6 No Litigation. There are no Actions pending or, to Purchaser’s knowledge, threatened against or affecting Purchaser that will adversely affect Purchaser’s performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

4.7 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, each of the Sellers acknowledges that neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or

warranty with respect to Purchaser or with respect to any other information provided to the any Seller by Purchaser.

4.8 No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision of this Agreement to the contrary, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the representations and warranties made by the Sellers to Purchaser in Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the “Express Representations”) are the sole and exclusive representations, warranties, and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser and the Purchaser Group may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in the Information Presentation, the Dataroom, any Projections, meetings, calls or correspondence with management of the Company and its Subsidiaries, or any other Person on behalf of the Company, its Subsidiaries or any of their respective Affiliates or Advisors and (b) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, liabilities, properties, contracts, and prospects of the Company or any of its Subsidiaries, or the quality, quantity or condition of the Company’s or its Subsidiaries’ assets), are, in each case specifically disclaimed by the Sellers and that neither Purchaser nor any member of the Purchaser Group has relied on any such representations, warranties or statements. Purchaser acknowledges, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, liabilities, properties, contracts and prospects of the Company and its Subsidiaries, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of the Purchaser Group’s own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any Seller, any Subsidiary, the Information Presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise, Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or the Company, its Subsidiaries or any of their respective Affiliates or Advisors, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations).

ARTICLE V

BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) From the date hereof until the earlier of the Termination Date and the Closing Date, the Company shall use reasonable best efforts to obtain entry by the Bankruptcy Court of the Confirmation Order.

(b) The Company shall use reasonable best efforts to (i) obtain entry of the Confirmation Order, and (ii) consummate the Plan.

(c) Purchaser shall promptly take all actions as are reasonably requested by the Company to assist in obtaining the Bankruptcy Court's entry of the Confirmation Order, and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making such employees and representatives of Purchaser and its Affiliates available to testify before the Bankruptcy Court for the purposes of, among other things providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any assumed liabilities following the Closing.

(d) Each of the Company and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement or the Plan and (ii) keep the other reasonably apprised of the status of material matters related to the Plan (solely as the Plan relates to the transactions contemplated by this Agreement), including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by any Seller from the Bankruptcy Court or any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement or the Plan.

(e) The Company's obligations under this Agreement and in connection with the transactions contemplated hereby and thereby are subject to entry of and, to the extent entered, the Confirmation Order. Nothing in this Agreement shall require the Company to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

5.2 Cure Costs. Subject to entry of the Confirmation Order and consummation of the Plan, Purchaser shall, (a) with respect to Assigned Contracts that are not Specified Contracts, on or prior to the Closing or (b) with respect to Specified Contracts, upon assignment to and assumption by Purchaser in accordance with Section 1.5(d), pay the Cure Costs and cure any and all other defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement.

5.3 Confirmation Order. The Confirmation Order shall be in a form reasonably acceptable to Purchaser and shall, among other things, (a) approve, pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by the Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances) and Excluded Liabilities, and (iii) the performance by the Sellers of their respective obligations under this Agreement; (b) authorize and empower the Sellers to assume and assign to Purchaser the Assigned Contracts on the terms set forth in Section 1.5(d) hereto; (c) find that Purchaser is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code not a successor to any Seller, and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code; (d) find that Purchaser has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assigned Contracts; (e) find that Purchaser shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; and (f) find that Purchaser shall have no Liability for any Excluded Liability. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Company to assist in obtaining Bankruptcy Court approval of the Confirmation Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code. For the avoidance of doubt, the failure of the Bankruptcy Court to expressly authorize the transactions contemplated under Section 1.5(d) hereof shall not provide a basis for termination of this Agreement by Purchaser or constitute a breach or cause a Material Adverse Effect under this Agreement.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Conduct of Business of the Sellers. Until the earlier of the termination of this Agreement and the Closing, except (x) for any limitations on operations expressly imposed by the Bankruptcy Court or the Bankruptcy Code or the DIP Facility, (y) as expressly required by applicable Law, (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned, or delayed), the Sellers shall (i) conduct their business only in the Ordinary Course, (ii) use commercially reasonable efforts to maintain and preserve the Acquired Assets in their present condition, reasonable wear and tear excepted, to keep intact the business relationships relating to the Business, to fulfill outstanding orders, and to commence the processing of any in-store refunds on a daily basis and (iii) shall not:

(a) take any action to the extent that such action would, if such action had taken place after the date of the Latest Balance Sheet and prior to the date hereof, have resulted in disclosure being made pursuant to the terms of Section 3.5;

(b) terminate (other than by expiration), reject, or amend or modify (other than by automatic extension or renewal) in any material respect the terms of any Assigned Contract;

(c) issue any notes, bonds, or other debt securities, or otherwise incur any indebtedness for borrowed money or otherwise become liable for any such indebtedness of any other Person, in each case, other than Excluded Liabilities;

(d) settle or compromise any pending or threatened Action that is related to the Acquired Assets or could give rise to Liabilities that are not Excluded Liabilities;

(e) sell, assign, license, transfer, convey, lease, surrender, relinquish, or otherwise dispose of any material portion of the Acquired Assets, other than sales of Inventory in the Ordinary Course or pursuant to existing Contracts;

(f) subject any portion of the Acquired Assets to any Encumbrance, except for Permitted Encumbrances;

(g) change or modify any material accounting practice, policy, or procedure, except as required by GAAP or applicable Law;

(h) enter into any commitment for capital expenditures or otherwise make any expenditures in excess of \$2,000,000, except to the extent permitted under the terms of the DIP Facility;

(i) not make any Tax election, change its method of Tax accounting or settle any claim relating to Taxes with respect to the Business or a Acquired Asset that would be binding on the Purchaser;

(j) fail to pay any maintenance or similar fees in connection with the prosecution and maintenance of Intellectual Property, or otherwise fail to protect and maintain Intellectual Property consistent with past practice in any material respect;

(k) sell or offer for sale any gift cards related to the Business;

(l) provide discounts or promotions with respect to custom products of the Business other than in the Ordinary Course or consistent with historical practice or promotions in effect as of the date hereof; or

(m) agree or commit to do, or fail to take any action where the failure to take such action would reasonably be expected to result in, any of the foregoing.

Nothing contained in this Agreement is intended to give Purchaser or its affiliates, directly or indirectly, the right to control or direct the business of the Sellers prior to the Closing.

6.2 Access to Information; Transition Matters.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), the Company will provide Purchaser and its authorized

Advisors with reasonable access and upon reasonable advance notice and during regular business hours to the books and records of the Company and its Subsidiaries, in order for Purchaser and its authorized Advisors to access such information regarding the Company and its Subsidiaries as Purchaser reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement; provided that (i) such access does not unreasonably interfere with the normal operations of the Company and its Subsidiaries, (ii) such access will occur in such a manner as the Company reasonably determines to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement, (iii) all requests for access will be directed to Lazard Middle Market LLC or such other Person(s) as the Company may designate in writing from time to time and (iv) nothing herein will require the Company to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would waive any legal privilege or (B) would be in violation of applicable Laws or the provisions of any Contract to which the Company or any of its Subsidiaries is a party; provided that, in the event that the Company withholds access or information in reliance on the foregoing clauses (A) or (B), the Company shall provide (to the extent possible without waiving or violating the applicable legal privilege or Law) notice to Purchaser that such access or information is being so withheld and shall use commercially reasonable efforts to provide such access or information in a way that would not risk waiver of such legal privilege or applicable Law.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of effecting the transactions contemplated hereby, and will be governed by all the terms and conditions of the Confidentiality Agreement until the Closing, at which time Purchaser's obligations under the Confidentiality Agreement shall terminate. Purchaser will abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser until the Closing. Neither the Company nor any of the Sellers makes any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and Purchaser may not rely on the accuracy of any such information, in each case, other than the Express Representations.

(c) From and after the Closing for a period of three (3) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), Purchaser will provide the Sellers and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings, and other documents (for the purpose of examining and copying) relating to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, advisors, accountants, offices and properties (including for the purpose of better understanding the books and records) of Purchaser. Unless otherwise consented to in writing by the Company, Purchaser will not, for a period of three (3) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to the Company such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of.

(d) Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, noteholder or other material business relation of the Company or its Subsidiaries prior to the

Closing with respect to the Company, its Subsidiaries, their business or the transactions contemplated by this Agreement without the prior consent of the Company for each such contact.

(e) Prior to the Closing Date, Sellers shall provide reasonable access to their properties to allow WIS International, or such other third party providing similar services as may be selected by Purchaser with the consent of Sellers (which consent shall not be unreasonably withheld, conditioned, or delayed), to conduct (at Purchaser's expense) a customary sample physical count and inspection of Inventory of the Business located therein (the "Inventory Count"), and Sellers shall be entitled to attend the Inventory Count and review Purchaser's records with respect thereto.

(f) From and after the Closing, until July 28, 2019, to the extent any such individual is not a Transferred Employee and for so long as such individual remains employed by any Seller, Sellers shall make available the services of those of the Company's employees listed on Schedule 6.2(f), Sellers shall be responsible for any amounts payable to such individuals as a result of their employment through such date, and Purchaser shall make available to such individuals any premises currently used by such individuals the rights to which are acquired by Purchaser as Acquired Assets, for the purpose of such individuals providing such services to Purchaser.

(g) From and after the Closing, Purchaser shall make reasonably available to Sellers IT systems and information that are Acquired Assets, and to provide commercially reasonable assistance, as may be reasonably necessary to facilitate Sellers processing and paying costs, expenses, and payroll (including for those employees contemplated by Section 6.2(f)) in connection with the closing of stores that will not be operated by Purchaser (including those stores and the related costs and expenses contemplated by the Agency Agreement), and Purchaser and Sellers will reasonably cooperate in the transition of payroll and related systems, functions and payment with respect Transferred Employees and Employees who are not Transferred Employees. For the avoidance of doubt, this Section 6.2(f) is intended to provide for cooperation, logistics, and administrative and similar matters between the Parties and not to alter the economic burdens, allocations, and other terms set forth elsewhere in this Agreement and/or in the Agency Agreement.

6.3 Employee Matters.

(a) Purchaser may extend to employees of the Sellers (the "Employees") an offer of employment ("Transfer Offer") that, if accepted, shall become effective immediately after the Closing. Employees who accept such Transfer Offers and begin active employment with Purchaser in accordance with this Section 6.3(a) shall be referred to herein as "Transferred Employees." Effective as of the Closing (or, with respect to employees who are on leave or otherwise not actively employed as of the Closing Date, as of such later date that such employees begin their active employment with Purchaser as described above), each Transferred Employee shall cease to be an employee of the Sellers or their Affiliates and shall cease to participate in any Seller Plan. The Sellers intend that for purposes of any Seller Plan providing severance or termination benefits, or any comparable plan, program, policy, agreement or arrangement of the Sellers, the transactions contemplated by this Agreement shall not constitute a termination of employment of any Transferred Employee prior to or upon the consummation of such transactions.

(b) Purchaser shall assume and honor all vacation days and other paid-time-off accrued or earned, but not yet taken, by each Transferred Employee as of the Closing Date.

(c) The provisions of this Section 6.3 are for the sole benefit of the Parties to this Agreement and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any Employees or Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.3 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement, (ii) shall alter or limit Purchaser's or the Sellers' ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

(d) Sellers will, or will cause its Affiliates to, provide any required notice under the WARN Act and to otherwise comply with the WARN Act with respect to any "plant closing" or "mass layoff" (as defined in the WARN Act) or group termination or similar event affecting Employees (including as a result of the consummation of transactions contemplated by this Agreement) and occurring prior to the Closing.

6.4 Regulatory Approvals.

(a) The Company will (i) make or cause to be made all filings and submissions required to be made by the Company or its Subsidiaries under any applicable Laws for the consummation of the transactions contemplated by this Agreement set forth on Schedule 6.4, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with the foregoing and (iii)(A) supply promptly any additional information and documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the transactions contemplated by this Agreement, (ii) cooperate with the Company in exchanging such information and providing such assistance as the Company may reasonably request in connection with all of the foregoing, and (iii)(A) supply promptly any additional information and documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

6.5 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement provisions hereof, each Party shall use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law

to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder. The "reasonable best efforts" of the Parties will not require any Party or any of its Subsidiaries, Affiliates or Advisors to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of the Company pursuant to this Agreement, including this Section 6.5, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case), the DIP Facility and each of the Sellers' obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the Confirmation Order).

6.6 Notification of Certain Matters.

(a) The Company will promptly notify Purchaser of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body related to or in connection with the transactions contemplated by this Agreement; (iii) promptly upon discovery thereof, any variances from, or the existence or occurrence of any event, fact or circumstance arising after the execution of this Agreement that would reasonably be expected to cause, any of the representations and warranties contained in Article III to be untrue or inaccurate such that the condition set forth in Section 7.2(b) not to be satisfied; and (iv) any options to extend any of the Assigned Contracts, including the Leases for the Acquired Leased Real Property, which such options must be exercised prior to Closing in order to avoid the expiration or lapse of any such Assigned Contract.

(b) Purchaser will promptly notify the Company of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body related to or in connection with the transactions contemplated by this Agreement; and (iii) promptly upon discovery thereof, any variances from, or the existence or occurrence of any event, fact or circumstance arising after the execution of this Agreement that would reasonably be expected to cause, any of the representations and warranties contained in Article IV to be untrue or inaccurate such that the condition set forth in Section 7.3(a) not to be satisfied.

6.7 Further Assurances.

(a) From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

(b) In the event that (i) Purchaser terminates this Agreement pursuant to Section 2.5(d) or (ii) an order confirming the Plan has not been entered by June 17, 2019, then the Parties agree to take all good faith commercially reasonable efforts to amend this Agreement to structure the transactions contemplated hereby in the manner required to proceed with such sale transaction pursuant to Bankruptcy Code section 363; provided that nothing herein shall be construed to impose an obligation on KeyBank to extend the DIP Facility Maturity Date.

6.8 Insurance Matters. Purchaser acknowledges that, upon Closing, all insurance coverage provided in relation to Sellers and the Acquired Assets that is maintained by any Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) shall cease to provide any coverage to Purchaser and the Acquired Assets and no further coverage shall be available to Purchaser or the Acquired Assets under any such policies.

6.9 Atlanta Distribution Center. Sellers will reasonably cooperate with Purchaser's collection of Inventory located at the Atlanta Distribution Center and the transportation thereof to one or more facilities of Purchaser; provided that (a) all costs and expenses of such collection and transportation shall be borne by Purchaser, (b) Purchaser's collection and transportation thereof shall not inhibit, delay or impede the Company's ability to fulfill its outstanding orders that are fulfilled from the Atlanta Distribution Center, and (c) if Purchaser is unable to complete the collection and transportation of such Inventory prior to June 30, 2019, Purchaser shall be responsible for, and shall pay and discharge when due, all Liabilities related to the Atlanta Distribution Center after such date, including rent payments due pursuant to the Lease governing the Purchaser Distribution Center after such date.

6.10 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, liabilities, properties, contracts and prospects of the Company and its Subsidiaries and the Acquired Assets and the Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser and the Purchaser Group have relied solely on the results of the Purchaser Group's own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any Seller, any Subsidiary, the Information Presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom, Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser or any member of the Purchaser Group may rely in connection with the transactions contemplated by this Agreement; and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (1) the completeness or accuracy of, or any omission to state or to disclose,

any information (other than solely to the extent expressly set forth in the Express Representations) including in the Information Presentation, the Dataroom, Projections, meetings, calls or correspondence with management of the Company and its Subsidiaries, any of the Seller Parties or any other Person on behalf of the Company, its Subsidiaries or any of the Seller Parties or any of their respective Affiliates or Advisors and (2) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, liabilities, properties, contracts, and prospects of the Company or any of its Subsidiaries, or the quality, quantity or condition of the Company's or its Subsidiaries' assets), are, in each case, specifically disclaimed by the Company, on its behalf and on behalf of the Seller Parties, and each Seller. Purchaser, on its own behalf and on behalf of the Purchaser Group: (x) disclaims reliance on the items in clause (ii) in the immediately preceding sentence and (y) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Company, nor any other Person (including the Seller Parties), has made, is making or is authorized to make, and Purchaser, on its own behalf and on behalf of the Purchaser Group, hereby waive, all rights and claims it or they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (A) any potentially material information regarding the Company, its Subsidiaries or any of their respective assets (including the Acquired Assets), liabilities (including the Assumed Liabilities) or operations and (B) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of the Company's or its Subsidiaries' business, operations, assets, liabilities, prospects or any portion thereof, except, in each case, solely to the extent expressly set forth in the Express Representations.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group of the Company and its Subsidiaries, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of the Company, certain projections, forward-looking statements, and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, "Projections"). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of the Company and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the covenants and agreements contained in this Section 6.10 (i) require performance after the Closing for a period of twenty (20) years, and (ii) are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 6.10, the Sellers would not enter into this Agreement.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and the Sellers. The respective obligations of each Party to this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by each of the Sellers and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) no court or other Governmental Body has issued, enacted, entered, promulgated, or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and no proceedings have been commenced by any Person seeking to restrain, enjoin or otherwise prohibit the transactions contemplated by this Agreement, which has not, by the Closing Date, been dismissed, quashed or permanently stayed without any further right of appeal or right to seek leave to appeal; and

(b) the Bankruptcy Court shall have entered the Confirmation Order, the Confirmation shall have become a Final Order, unless the Bankruptcy Court (or other court of competent jurisdiction) has waived or otherwise lifted any applicable stay to the immediate effectiveness of the Confirmation Order and the Seller and the Purchaser have each waived in writing the condition that the Confirmation Order shall have become a Final Order, and the Plan shall have been effected in accordance with its terms.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the Sellers shall have delivered to Purchaser a certified copy of the Confirmation Order;

(b) the representations and warranties made by the Sellers in Article III shall be true and correct as of the Closing Date (disregarding all qualifications or limitations as to “materiality” or “Material Adverse Effect” (other than the use of “Material Adverse Effect” in the first sentence of Section 3.5) and words of similar import set forth therein), as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct only as of such date), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided that the representations set forth in Sections 3.1, 3.2, and 3.17 will be true and correct in all material respects;

(c) the Sellers shall have performed in all material respects all of the covenants and agreements required to be performed by each of them under this Agreement at or prior to the Closing;

(d) all employment-related Liabilities for Employees who are not Transferred Employees and who have been or will be terminated by the Company or its Subsidiaries, shall have been paid or there shall have been made adequate reserves for such payment in accordance with the Plan;

(e) the Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.3; and

(f) Purchaser shall have closed on the financing set forth in the PSA on terms acceptable to the Purchaser.

7.3 Conditions Precedent to the Obligations of the Company. The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by the Sellers in their sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by the Purchaser in Article IV shall be true and correct as of the Closing Date (disregarding all qualifications or limitations as to “materiality” or “Material Adverse Effect” and words of similar import set forth therein), as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct only as of such date), except where the failure of such representations and warranties to be true and correct has not had the effect of, and would not reasonably be expected to have the effect of, preventing, impeding or materially delaying Buyer’s ability to effect the Closing or to perform its obligations under this Agreement; provided that the representations set forth in Sections 4.1 and 4.2 will be true and correct in all material respects;

(b) Purchaser shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing; and

(c) Purchaser shall have delivered, or caused to be delivered, to the Sellers all of the items set forth in Section 2.4.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the party having the benefit of such condition as of and after the Closing. None of Purchaser or the Sellers may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party’s failure to use, as required by this Agreement, its reasonable best efforts to consummate the transactions contemplated hereby.

ARTICLE VIII

TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Company and Purchaser;

(b) by written notice of either Purchaser or the Company, upon the issuance by any Governmental Body of an Order restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was caused by the breach or action or inaction of such Party;

(c) by written notice of either Purchaser or the Company if the Closing has not occurred on or prior to July 6, 2019 (the “Outside Date”); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(b) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such Party;

(d) by written notice of either Purchaser or the Company, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Company is appointed in the Bankruptcy Case;

(e) by written notice from Purchaser to the Company, if Sellers announce any stand-alone plan of reorganization or liquidation (or support any such plan filed by any other party) other than the Plan or a wind-down plan of Sellers’ estates post-Closing;

(f) by written notice from the Company to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied, including a breach of Purchaser’s obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser then the Company may not terminate this Agreement under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after the Company notifies Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to the Company at any time that the Company is in material breach of, any covenant, representation or warranty hereunder;

(g) by written notice from Purchaser to the Company, upon a breach of any covenant or agreement on the part of any Seller, or if any representation or warranty of any Seller will have become untrue, in each case, such that the conditions set forth in Section 7.2(b) or 7.2(c); provided that (i) if such breach is curable by such Seller then Purchaser may not terminate this Agreement under this Section 8.1(g) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Purchaser notifies the Company of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(g) will not be available to Purchaser at any time that Purchaser is in material breach of, any covenant, representation or warranty hereunder;

(h) by written notice from the Company to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 2.2;

(i) by written notice from the Company to Purchaser, if any Seller or the board of directors (or similar governing body) of any Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties; or

(j) in the event Purchaser exercises the Estimates Termination Right pursuant to and in accordance with the terms of Section 2.5(a).

8.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void and there shall be no liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.2, this Section 8.2, and Article X shall survive any such termination; provided further that no termination will relieve any Party from any Liability resulting from any willful breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, will be deemed to include any failure by either Party to consummate the Closing if and when it is obligated to do so hereunder).

ARTICLE IX

TAXES

9.1 Transfer Taxes. Any sales, use, purchase, transfer, franchise, stamp, documentary stamp, use, or other Taxes and recording charges which may be payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (the "Transfer Taxes") shall be borne and timely paid 50% by Sellers, on the one hand, and 50% by Purchasers, on the other hand, but only to the extent not exempt under the Bankruptcy Code, as applicable to the transfer of the Acquired Assets pursuant to this Agreement. Sellers and Purchaser shall use commercially reasonable efforts and cooperate in good faith to exempt the sale and transfer of the Acquired Assets from any such Transfer Taxes. Sellers shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes. In the event any such Tax Return requires execution by Purchaser, Sellers shall prepare and deliver to Purchaser for its review, comment and approval, which approval shall not be unreasonably withheld, a copy of such Tax Return at least ten (10) Business Days before the due date thereof, and upon Sellers' approval thereof, Sellers shall promptly execute such Tax Return and deliver it to Purchaser, which shall cause it to be filed.

9.2 Allocation of Purchase Price. Purchaser shall prepare an allocation of the Purchase Price (and all other items required under the Code) among the Acquired Assets, and Purchaser's acquired rights with respect to the Inventory to be sold by Sellers pursuant to the Agency Agreement (reflecting that such Inventory is to be sold for the benefit of Purchaser as provided in the Agency Agreement), in accordance with Section 1060 of the Code (and any similar provision of state, local, or non-U.S. law, as appropriate). Purchaser shall deliver such allocation to the Company within sixty (60) days following the Closing Date for the Company's review, comment and approval. Purchaser and the Company shall work together to jointly agree to the final allocation, and the Purchaser shall accept Sellers' reasonable comments thereto received within fifteen (15) days following the delivery of such allocation to the Company. Purchaser and the Company shall report, act and file Tax Returns (including, but not limited to Internal Revenue

Service Form 8594) in all respects and for all purposes consistent with the allocation agreed by the Company and Purchaser. Neither Purchaser nor the Company shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law. The Company shall provide Purchaser and Purchaser shall provide the Company with a copy of any information required to be furnished to the Secretary of the Treasury under Code Section 1060.

9.3 Cooperation. Purchaser and the Sellers shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes.

ARTICLE X

MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for twenty (20) years following the Closing Date, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and the Sellers Parties acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case maybe, that the agreements contained in this Section 10.1 (a) require performance after the Closing for a period of twenty (20) years; and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including, for the avoidance of doubt, Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that all Transfer Taxes will be allocated pursuant to Section 9.1.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (unless if transmitted after 5:00 P.M. Central time or other than on a Business Day, then on the next Business Day), (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the

third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such party may specify by written notice to the other Party.

Notices to Purchaser:

DirectBuy Home Improvement, Inc.
8450 Broadway
Merrillville, Indiana 46410
Attention: Justin Yoshimura
Preetam Shingavi
E-mail: justin@cscgeneration.com
pshingavi@directbuy.com

with a copy to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060
Attention: Craig A. Wolfe
Rachel Mauceri
E-mail: craig.wolfe@morganlewis.com
rachel.mauceri@morganlewis.com

Notices to the Sellers:

Z Gallerie, LLC
1855 West 139th Street
Gardena, CA 90249
Attention: Mark Weinsten
Email: mweinsten@zgallerie.com

with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Joshua A. Sussberg, P.C.
Email: joshua.sussberg@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Justin R. Bernbrock
Steve Toth
Mariska S. Richards
Email: justin.bernbrock@kirkland.com
steve.toth@kirkland.com
mariska.richards@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the entry and terms of the Confirmation Order and consummation of the Plan, the Sellers, and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and the Company.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and the Company or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any party to this Agreement or any Subsidiary of any Party will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the parties to this Agreement or for any Action based upon, arising out of or related to this Agreement.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however, each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules to the extent such incorporation is reasonably apparent on the face of such Schedule. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course or consistent with past practice, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules, or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. No information set forth in the Schedules will be deemed to broaden in any way the scope of the parties' representations and warranties. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement, and any other agreements expressly referred to herein or therein, contains the entire agreement of the parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other

equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither the Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to the Parties pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Party from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 10.12, to enforce specifically the performance of the terms and provisions hereof by any other party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) Business Days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Party to remedy any breach of any representation or warranty of any Party made herein.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) ((a) and (b), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court, and no party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of forum non-conveniens. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to this agreement to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right of Set-Off. Each Party, on its own behalf and on behalf of its Affiliates and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment, or similar rights that such Party or Affiliate or any of its or their respective successors and permitted assigns has or may have with respect to any payments (including payment of the Purchase Price by Purchaser) to be made by such Party pursuant to this Agreement or any other document or instrument delivered in connection herewith.

10.16 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will

be disregarded in determining the effectiveness of such signature. At the request of any party hereto or to any such contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

10.17 Publicity. Neither the Company nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of Purchaser or the Company, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or the Company lists securities, provided that the party intending to make such release shall use its best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

10.18 Bulk Sales Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any liens or claims arising out of the bulk transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Confirmation Order and the Plan. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.19 Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Seller or any of their respective directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations. For the avoidance of doubt, the Sellers retain the right to pursue any transaction or restructuring strategy that, in the Sellers’ business judgment, will maximize the value of their estates.

10.20 No Solicitation. This Agreement, the Plan and the transactions contemplated herein and therein are the product of negotiations among the Parties. Notwithstanding anything herein to the contrary, this Agreement is not, and shall not be deemed to be, (a) a solicitation of votes for the acceptance of the Plan or any other plan of reorganization for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise or (b) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act or the Exchange Act and none of the Company, the other Sellers, nor their Subsidiaries will solicit acceptances of the Plan from any party until such party has been provided with copies of a Disclosure Statement containing adequate information as required by section 1125 of the Bankruptcy Code.

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) “Action” means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, proceeding (including any civil, criminal, administrative, investigative, or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(b) “Advisors” means, with respect to any Person, the accountants, attorneys, consultants, advisors, investment bankers, or other representatives of such Person.

(c) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(d) “Agency Agreement” means that certain Agency Agreement by and among the Sellers, Purchaser, and Great American Group, LLC and KKR Credit Advisors (US) LLC.

(e) “Atlanta Distribution Center” means Sellers’ distribution center located at 1380 Atlantic Dr. NW #14125 Atlanta, GA 30363.

(f) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(g) “Cash and Cash Equivalents” means all of the Company’s cash (including petty cash and checks received prior to the close of business on the Closing Date), Cash-in-Transit, checking account balances, treasury bills, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held, but (i) excluding all cash collateral that is collateralizing any letters of credit and (ii) net of any amounts paid or payable to a third party other than Purchaser or required to be reserved, in each case pursuant to the Plan.

(h) “Cash-in-Transit” means cash, the transfer of which from a transferring Person to the Company has been initiated prior to any given time but not yet completed at such time, including credit card receivables but excluding, for the avoidance of doubt, any register cash.

(i) “Closing Cash-in-Transit” means the Cash-in-Transit, calculated as of 11:59 pm on the day immediately preceding the Closing Date.

(j) “Closing Inventory Amount” means an amount equal to the value of the Inventory of the Business as of 11:59 pm on the day immediately preceding the Closing Date, net of inventory reserves (e.g., for damaged, lost, stolen, incomplete, or obsolete Inventory), all as determined in accordance with GAAP consistently applied and the Sellers’ past accounting practices.

(k) “Closing Refund Amount” means, as of 11:59 pm on the day immediately preceding the Closing Date, an amount equal to the aggregate amount of customer refunds that (i) have been finally determined in accordance with the Company’s procedures (existing as of the date hereof) to be payable in cash, (ii) have not been paid in cash on or before the date that is twenty-one days following the dated on which the customer initiated the process with the Company to seek such refund and (iii) remain outstanding as of 11:59 pm on the day immediately preceding the Closing Date.

(l) “Code” means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as the same may be in effect from time to time.

(m) “Confidentiality Agreement” means the Confidentiality Agreement, made as of March 15, 2019, by and between the Company and DirectBuy Home Improvement, Inc. and B. Riley FBR, Inc.

(n) “Confirmation Order” means an order of the Bankruptcy Court in a form reasonably acceptable to the Parties: (i) pursuant to Section 1129 of the Bankruptcy Code confirming the Plan in a form mutually acceptable to Purchaser and the Company, as may have been amended, supplemented or otherwise modified with the consent of Purchaser; (ii) approving this Agreement and (iii) authorizing the Sellers to undertake the transactions contemplated hereunder, including pursuant to Sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

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

(p) “consistently applied” means consistent with the accounting principles and practices applied in the preparation of the Financial Statements.

(q) “Contract” means any contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, license or other agreement that is binding upon a Person or its property (including with respect to the Sellers, any Lease).

(r) “DIP Facility” means that certain Senior Secured Superpriority Debtor In Possession Credit Agreement, dated as of March 15, 2019, by and among each the Sellers, the other Persons party thereto that are designated as Credit Parties therein, KeyBank National Association and the other Lenders party thereto, as the same may be amended from time to time.

(s) “Disclosure Statement” means the disclosure statement for the Plan approved by the Bankruptcy Court pursuant to the Plan Solicitation Order (including all exhibits and Schedules thereto).

(t) “Documents” means all of the Company’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

(u) “Encumbrance” means any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), interest (as used in section 363(f) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, judgments, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(v) “Environmental Laws” all applicable Laws concerning pollution or protection of the environment.

(w) “Equipment” means any and all equipment, computers, furniture, furnishings, fixtures, office supplies, supply inventory, vehicles and all other fixed assets.

(x) “Final Order” means (a) an order or judgment of the Bankruptcy Court, as entered on the docket in the Bankruptcy Case (or any related adversary proceeding or contested matter) or the docket of any other court of competent jurisdiction; or (b) an order or judgment of any other court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any order or judgment entered by the Bankruptcy Court (or any other court of competent jurisdiction, including in an appeal taken) in the Bankruptcy Case (or in any related adversary proceeding or contested matter), and with respect to such order or judgment describe in either clause (a) or clause (b) of this definition, such order or judgment has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired according to applicable Law and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.

(y) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(z) “Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(aa) “Governmental Body” means any government, quasi governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(bb) “Hazardous Substance” means any toxic or hazardous material, substance or waste as to which liability or standards of conduct may be imposed under any Environmental Laws.

(cc) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials; (vi) computer software, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, design documents, flow-charts, user manuals and training materials relating thereto and any translations thereof; (vii) drawings, schematics and other technical plans, advertising copy, marketing materials, web-sites, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship, whether or not protected by copyright; and (viii) all other intellectual property, including as the term intellectual property is defined in Section 101(35A) of the Bankruptcy Code.

(dd) “Inventory” means all inventory (including finished goods, supplies, raw materials, work-in-progress, samples, packaging materials, spare, replacement and component parts) to which any Seller has title or that is maintained or held by, stored by or on behalf of, or in transit to, any of the Sellers.

(ee) “Knowledge” or “Knowledge of the Company” or “Knowledge of the Sellers” means the actual knowledge, after reasonable investigation, of Mark Weinstein and Rob Otto.

(ff) “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(gg) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by a Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the lease for such Leased Real Property.

(hh) “Liability” means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed.

(ii) “Material Adverse Effect” means any event, change, occurrence, or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had, or would reasonably be expected to have, a material adverse effect on the Business, Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) Effects in, arising from or relating to general business or economic conditions affecting the industry in which the Company and its Subsidiaries operate, (ii) Effects in, arising from or relating to national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber, or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment, or personnel of the United States, (iii) Effects in, arising from or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, contract or index, and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement, (iv) Effects in, arising from or relating to changes in, GAAP, (v) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, for the avoidance of doubt, any such items related to Section 6.5), (vi) Effects in, arising from or relating to the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, including the impact thereof on the relationships, contractual or otherwise, of the business of the Company or any of its Subsidiaries with employees, customers, lessors, suppliers, vendors or other commercial partners, (vii) Effects that arise from any seasonal fluctuations in the business, (viii) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics, or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect), (ix) the effect of any action taken by the Purchaser or its Affiliates with respect to the transactions contemplated by this Agreement (including any breach hereof by Purchaser) or the financing thereof or (x) (A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the

transactions contemplated hereby or thereby, (2) the reorganization of the Sellers, the Plan or the Disclosure Statement, or (3) the assumption of any Assigned Contract; (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries in compliance therewith; except in the case of the clauses (i), (ii) or (iii), to the extent such Effects have a disproportionate impact on the Acquired Assets taken as a whole, as compared to other participants engaged in the industries and similar geographies in which the Sellers operate.

(jj) “Minimum Inventory Amount” means \$34,000,000.

(kk) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Confirmation Order).

(ll) “Ordinary Course” means the ordinary and usual course of operations of the Business consistent with past practice and taking into account the commencement of the Bankruptcy Case.

(mm) “Permitted Encumbrances” means (i) Encumbrances for utilities and current Taxes not yet due and payable or being contested in good faith; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Owned Real Property or Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Owned Real Property or Leased Real Property as it relates to the operation of the Business, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Property, as applicable, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) Intellectual Property licenses granted to the Sellers on a non-exclusive basis, (vi) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion, (vii) any Encumbrances set forth on Schedule 11.1(mm), and (viii) any Encumbrances that will be removed or released by operation of the Confirmation Order or the Plan.

(nn) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

(oo) “Plan” means the Seller’ Joint Plan of Reorganization (including any schedules and exhibits attached thereto) substantially in a form reasonably acceptable to Purchaser and the Company, as may be amended, supplemented to reflect changes necessary for the approval and consummation of the transactions contemplated hereby and otherwise modified from time to time pursuant to the terms of this Agreement.

(pp) “Plan Solicitation Motion” means the Sellers’ Motion for an Order, (a) approving the Disclosure Statement (including approving the Disclosure Statement as containing “adequate information” (as that term is used by Section 1125 of the Bankruptcy Code)); (b) establishing a voting record date for the Plan; (c) approving solicitation packages and

procedures for the distribution thereof; (d) approving the forms of ballots; (e) establishing procedures for voting on the Plan; (f) establishing notice and objection procedures for the confirmation of the Plan; and (g) establishing procedures for the assumption and/or assignment of executory Contracts and unexpired leases under the Plan.

(qq) “Plan Solicitation Order” means an Order entered by the Bankruptcy Court, substantially in the form attached to the Plan Solicitation Motion, which Order shall, among other things, approve the relief sought in the Plan Solicitation Motion, including (i) the Disclosure Statement; and (ii) the commencement of a solicitation of votes to accept or reject the Plan.

(rr) “Pre-Closing Tax Period” means all taxable periods ending on or prior to the Closing Date and the portion ending on the Closing Date of any taxable period that includes but does not end on the Closing Date.

(ss) “Pre-Paid Expenses” means all deposits and prepaid charges and expenses of Sellers as of the Closing Date to the extent related to any Assigned Contract, Acquired Owned Real Property, or Acquired Leased Real Property, and after applying any such deposits, prepaid charges and expenses against any Cure Costs payable to a Person to whom such deposits, prepaid charges and expenses were paid.

(tt) “PSA” means that certain Plan Support Agreement, dated May 24, 2019, by and among the Seller and the other parties named therein.

(uu) “Purchaser Group” means Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(vv) “Seller Parties” means the Sellers and the Company’s Subsidiaries and each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled persons, managers, agents, Advisors, successors or permitted assigns.

(ww) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(xx) “Target Cash-in-Transit Amount” means \$3,300,000.

(yy) “Target Refund Amount” means \$0 (zero dollars).

(zz) “Tax” or “Taxes” means (a) any federal, state, local, foreign or other income, gross receipts, net worth, capital stock, capital gains, franchise, profits, withholding, social security, Medicare, unemployment, employment, workers’ compensation, payroll, healthcare,

disability, real property, ad valorem/personal property, inventory, intangible, social insurance, national insurance, stamp, excise, occupation, sales, use, license, service, transfer, value added, goods and services, unclaimed property, severance, escheat, mortgage, recording registration, documentary, premium, environmental, rent, occupancy import, export, alternative minimum, add-on minimum or estimated tax, or other tax, duty, levy, fee or other governmental charge, assessment or liability including any interest, penalty or addition thereto., and (b) any liability for the payment of any amounts of the type described in clause (a) as a result of transferee liability, of being a member of a consolidated, affiliated, combined or unitary group, or of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such amounts, and including any liability for Taxes of a predecessor entity.

(aaa) “Tax Return” means any return, claim for refund, report, statement or information return relating to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

(bbb) “Treasury Regulations” means the regulations promulgated by the U.S. Treasury Department pursuant to the Code.

11.2 Index of Defined Terms.

Acquired Assets	2	Estimated Closing Inventory Amount	11
Acquired Leased Real Property	2	Estimated Closing Refund Amount	11
Acquired Owned Real Property	2	Estimates Termination Right	11
Agreement.....	1	Excluded Assets	3
Assigned Contracts	2	Excluded Contracts	3
Assignment and Assumption Agreement..	10	Excluded Liabilities	5
Assumed Liabilities	5	Express Representations	24
Bankruptcy Case	1	Final Estimated Closing Cash-in-Transit..	11
Bankruptcy Code	1	Final Estimated Closing Inventory Amount	11
Bankruptcy Court.....	1	11
Bankruptcy Rules.....	1	Final Estimated Closing Refund Amount.	11
Busines	1	Financial Statements	13
Cash Payment.....	9	Information Presentation.....	22
Chosen Courts	42	Inventory Count	29
Closing	10	Latest Balance Sheet	13
Closing Date.....	10	Leased Real Property	15
Company	1	Leases.....	15
Company Intellectual Property	19	Multiemployer Plans	20
Contract Deadline	6	Outside Date.....	36
Cure Costs.....	5	Owned Real Property	15
Dataroom.....	22	Parties.....	1
Designation Period.....	7	Party	1
Disputed Amount	12	Pension Plans	19
Employees.....	29	Percentage Rent Liabilities	5
Enforceability Exceptions.....	13	Permits	18

Petition Date.....	1	Seller Plans.....	19
Pre-Closing Certificate.....	11	Sellers.....	1
Projections.....	33	Sellers Estimated Closing Cash-in-Transit	11
Purchase Price.....	9	Specified Contract Costs.....	8
Purchaser.....	1	Specified Contracts	7
Purchaser Estimated Closing Cash-in-Transit	11	Specified Lease	7
.....	11	Transfer Offer	29
Purchaser Estimated Closing Fund Amount	11	Transfer Taxes	37
.....	11	Transferred Company Intellectual Property	3
Purchaser Estimated Closing Inventory	11	Transferred Employees	29
Amount.....	11	WARN Act.....	21
Purchaser Statement.....	11	Welfare Plans	19

11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(d) The words “to the extent” shall mean “the degree by which” and not “if.”

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(h) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(j) Any document or item will be deemed “delivered”, “provided” or “made available” by the Company, within the meaning of this Agreement if such document or item (a) is included in the Dataroom, (b) actually delivered or provided to Purchaser or (iii) made available upon request, including at the Company’s or any of its Subsidiaries’ offices.

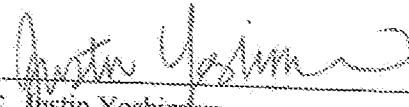
(k) Any reference to any agreement or contract will be a reference to such agreement or contract, as amended, modified, supplemented or waived.

(l) Any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

[Signature page(s) follow.]

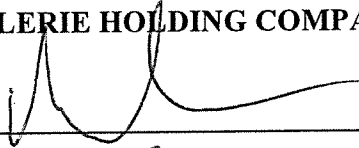
DIRECTBUY HOME IMPROVEMENT, INC.

By: 
Name: Justin Yoshinara
Title: Chief Executive Officer

{Signature Page to Asset Purchase Agreement}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Z GALLERIE HOLDING COMPANY, LLC

By:  _____

Name: *MARK WEINSTEIN*

Title: *CEO*

Z GALLERIE, LLC

By:  _____

Name: *MARK WEINSTEIN*

Title: *CEO*

[Signature Page to Asset Purchase Agreement]

SCHEDULES

to the

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

DIRECTBUY HOME IMPROVEMENT, INC.,

AND

**Z GALLERIE, LLC AND Z GALLERIE HOLDING COMPANY, LLC,
AS THE COMPANY**

Dated as of June 19, 2019

**SCHEDULES
TO
ASSET PURCHASE AGREEMENT**

This document and the attachments hereto (each of which is incorporated by reference herein) constitute the Schedules (the "Schedules") referred to in the Asset Purchase Agreement, dated as of June 19, 2019 (the "Agreement"), by and among (i) DirectBuy Home Improvement, Inc. a Delaware corporation ("Purchaser"), and (ii) Z Gallerie Holding Company, LLC and Z Gallerie, LLC, each a Delaware limited liability company (each a "Seller" and, collectively, the "Company" or "Sellers"). Capitalized terms used but not otherwise defined herein shall have the respective meaning assigned to such terms in the Agreement.

Pursuant to the terms of the Agreement, the Schedules are incorporated in and a part of the Agreement as if set forth in full therein, and are therefore, without limitation and for the avoidance of doubt, subject to Section 10.10 of the Agreement.

Schedule 1.1(a)**Assigned Contracts****Executory Contracts**

Agreement	Seller Party	Counterparty
Universal Extension - Amendment to AT&T Business Network Service Pricing Schedule or Service Agreement #20120207-0040	Z Gallerie, LLC	AT&T
AT&T Managed Internet Service Pricing Schedule - Contract ID 8432644	Z Gallerie, LLC	AT&T
Transfer of Service Agreement (143944UA)	Z Gallerie, LLC	AT&T
AT&T Business Local Calling ILEC Pricing Schedule - Contract ID 8850752	Z Gallerie, LLC	AT&T
AT&T Business Local Calling ILEC Pricing Schedule - Contract ID 8850753	Z Gallerie, LLC	AT&T
AT&T Hybrid Cloud Solutions Pricing Schedule - Contract ID 143944UA	Z Gallerie, LLC	AT&T
AT&T Hybrid Cloud Solutions Pricing Schedule - Contract ID 143944UA	Z Gallerie, LLC	AT&T
AT&T Network Based IP VPN Remote Access Pricing Schedule - Contract ID 143944UA	Z Gallerie, LLC	AT&T
AT&T Network Based IP VPN Remote Access Pricing Schedule - Contract ID 143944UA	Z Gallerie, LLC	AT&T
	Z Gallerie, LLC	Corporate IT Solutions Inc.
Maintenance Renewal	Z Gallerie, LLC	E Quest Corp.
	Z Gallerie, LLC	Fortitude Technology
Services Agreement	Z Gallerie, LLC	Gift Solutions LLC
Schedule 2-A Amended Maintenance Schedule	Z Gallerie, LLC	JDA Software Inc.
Executable Quote re Endeca	Z Gallerie, LLC	Oracle America Inc.
Purchase Order #IT-01ENDECA-180119-1	Z Gallerie, LLC	Oracle America Inc.
Purchase Order #IT-01ORACLE-20160105-1	Z Gallerie, LLC	Oracle America Inc.
Purchase Order #IT-01ORACLE-20160105-2	Z Gallerie, LLC	Oracle America Inc.
	Z Gallerie, LLC	Publitas
Order Form re Sovos Cloud Solution Licenses effective 12/31/2018	Z Gallerie, LLC	Sovos Compliance, LLC
Brocade Essential Direct Support Subscription Services	Z Gallerie, LLC	VPLS Solutions, LLC
Fortinet Router Solution Services	Z Gallerie, LLC	VPLS Solutions, LLC

Unexpired Leases¹

Store No.	Lease Agreement	Landlord/Owner
9	Commercial Space Lease, dated as of November 29, 2007, by and between The Mercato, LLP (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment to Commercial Space Lease, dated February 27, 2009, by and between the Landlord and Z Gallerie, as further amended by the Second Amendment to Lease, dated July 27, 2009, by and between the Landlord and Z Gallerie, as further amended by the Third Amendment to Commercial Space Lease, dated June 24, 2013, by and between the Landlord and Z Gallerie, and as further amended by the Fourth Amendment to Commercial Space Lease, dated November 7, 2018, by and between PR Mercato, LLC and Z Gallerie. (9100 Strada Place, #2130, Naples, Florida 34108)	Mercato, LLP managed by Madison Marquette
10	Lease, dated as of July 9, 2010, by and between The Village at Gulfstream Park, LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment of Lease, dated August 22, 2011, by and between the Landlord and Z Gallerie. (600 Silks Run #1260, Hallandale Beach, Florida 33009)	Forest City - Forest City Commercial Management
11	Lease, dated as of January 17, 2011, by and between La Cantera Specialty Retail, LP and Z Gallerie, Inc. (15900 La Cantera Pkwy, San Antonio, Texas 78256)	General Growth Properties, Inc. - La Cantera Specialty Retail, LP
12	Lease for the Gardena Distribution Center and HQ (1855 W 139th Street, Gardena, CA 90249)	Terreno 139th LLC
16	Lease Agreement, dated as of July 15, 2010, by and between Scottsdale Fashion Square, LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment of Lease Agreement and Extension of Term, dated as of April 22, 2013, by and between the Landlord and Z Gallerie. (7014 E. Camelback Road #544, Scottsdale, Arizona 85251)	Macerich - Scottsdale Fashion Square LLC

¹ With respect to each Unexpired Lease set forth in this section 1.1(a), each shall be assumed, as applicable, subject to amendment or modification agreed between the Purchaser and the applicable landlord.

Store No.	Lease Agreement	Landlord/Owner
18	Shopping Center Lease, dated as of March 22, 1999, by and between PHXAZ Limited Partnership (the "Landlord") and Z Gallerie, Inc., as amended by the First Amendment to Shopping Center Lease, dated March 4, 2000, by and between the Landlord and Z Gallerie, and as further amended by the Second Amendment of Lease Agreement and First Extension of Term, dated July 7, 2015, by and between Kierland Greenway, LLC (as successor-in-interest to the Landlord) and Z Gallerie, LLC. (15044 North Scottsdale Road, Scottsdale, Arizona 85254)	Macerich - Macerich Arizona Partners LLC
20	Lease Contract, dated as of March 29, 2013, by and between CITYCENTRE Two Partners, L.P. and Z Gallerie, Inc. (818 Town and Country Blvd #101, Houston, Texas 77024)	City Centre Partners - Citycentre Two Partners LP
21	Lease, dated as of January 17, 1991, by and between Drew Properties (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as supplemented by Addendum No. 2, dated October 1, 1994, by and between the Landlord and Z Gallerie, as amended by the letter agreement, dated July 15, 1991, by and between the Landlord and Z Gallerie, as extended by the letter agreement, dated December 4, 2001, by and between the Landlord and Z Gallerie, as further supplemented by Addendum No. 3, dated June 2, 2004, by and between the Landlord and Z Gallerie, Addendum No. 4, dated February 1, 2009, by and between the Landlord and Z Gallerie, as further supplemented by Addendum No. 5, dated September 1, 2010, by and between the Landlord and Z Gallerie, as further amended by the Sixth Amendment to Lease, dated September 30, 2015, by and between the Landlord and Z Gallerie, and as further amended by the Seventh Amendment to Lease, dated October 10, 2018, by and between 4th Street Holdings, LLC (as successor-in-interest to Landlord) and Z Gallerie, LLC. (1731 Fourth Street, Berkeley, California 94710) (the "Berkley Buying Office") (Buying Office (Berkeley) Only) ²	4th Street Holdings, LLC
29	Lease, dated as of September 8, 2011, by and between Willow Bend Shopping Center Limited Partnership and Z Gallerie, Inc. (6121 W Park Blvd, Plano, Texas 75093)	Taubman Centers, Inc. - Willow Bend Shopping Center Limited Partnership

² Per agreement with landlord 4th Street Holdings, LLC, only the buying office space will be assumed and the store portion of the leased premises will not be operated as a go-forward store.

Store No.	Lease Agreement	Landlord/Owner
31	Retail Lease Agreement, dated as of October 26, 2012, by and between Southglenn Property Holdings, LLC and Z Gallerie, Inc. (2253 East Briarwood Avenue, Centennial, Colorado 80122)	Southglenn Property Holdings LLC
32	Lease, dated as of June 27, 2012, by and between Fashion Place, LLC and Z Gallerie, Inc. (6191 State Street #N55, Murray, Utah 84107)	General Growth Properties, Inc. - Fashion Place
34	Lease, dated as of December 31, 2014, by and between West Valley Owner, LLC and Z Gallerie, LLC. (6316 Topanga Canyon Blvd, Woodland Hills, California 91367)	Westfield Corp. - Village at Westfield Topanga
35	Lease, dated as of March 3, 2014, by and between Taubman Benderson UTC LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Modification of Lease Agreement, dated July 23, 2014, by and between Landlord and Z Gallerie. (140 University Town Center Drive, Sarasota, Florida 34243)	Taubman Centers, Inc. - Taubman Benderson UTC LLC
38	Lease, dated as of April 11, 2014, by and between Taubman Cherry Creek Shopping Center, L.L.C. (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Modification of Lease Agreement, dated March 10, 2015, by and between the Landlord and Z Gallerie. (3000 E 1st Avenue #B215, Denver, Colorado 80206)	Taubman Cherry Creek Shopping Center, L.L.C.
44	Lease, dated as of July 24, 2014, by and between Shops at Mission Viejo, LLC and Z Gallerie, Inc. (555 The Shops Blvd #928A, Mission Viejo, California 92691)	Simon Property Group - Shops at Mission Viejo, LLC
45	Lease, dated as of October 18, 2013, by and between Sherman Oaks Fashion Associates, LP (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by Lease Amendment No. 1, dated March 28, 2014, by and between Landlord and Z Gallerie. (14006 Riverside Drive, Sherman Oaks, California 91423)	Westfield Corp. - Sherman Oaks Fashion Associates LP
46	Lease, dated as of December 14, 2010, by and between Perimeter Mall, LLC and Z Gallerie, Inc. (4400 Ashford Dunwoody Road NE #1515, Atlanta, Georgia 30346)	General Growth Properties, Inc. - Perimeter Mall, LLC
51	Shopping Center Lease, dated as of October 31, 2000, by and between Knox Street Village Holdings, Inc. (the "Landlord") and Z Gallerie, Inc., as amended by the First Amendment to Shopping Center Lease, dated January 26, 2016, by and between Landlord and Z Gallerie, LLC. (4600 McKinney Avenue, Dallas, Texas 75205)	Knox St Village Holdings - Knox St Village Holdings

Store No.	Lease Agreement	Landlord/Owner
52	Lease, dated as of August 1, 2013, by and between South Coast Plaza and Z Gallerie, Inc. (3333 Bear Street, #141, Costa Mesa, California 92626)	South Coast Plaza
57	Lease Agreement, dated as of August 2, 2002, by and between FRIT San Jose Town and Country Village, LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment to Lease Agreement, dated October 29, 2002, by and between Landlord and Z Gallerie, and as further amended by the Second Amendment to Lease Agreement, dated as of August 7, 2009, by and between Landlord and Z Gallerie. (378 Santana Row #1105, San Jose, California 95128)	FRIT San Jose Town & Country - FRIT San Jose Town & Country LLC
60	Lease Agreement, dated as of July 1, 2011, by and between Millenia Crossing, LLC and Z Gallerie, Inc. (4024 Eastgate Drive, Orlando, Florida 32839)	Millenia Crossing
63	Lease, dated as of March 3, 2014, by and between Tampa Westshore Associates Limited Partnership (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Modification of Lease Agreement, dated October 24, 2014, by and between the Landlord and Z Gallerie. (2223 North Westshore Boulevard #293, Tampa, Florida 33607)	Taubman Centers, Inc. - Tampa Westshore Associates Limited Partnership
64	Lease, dated as of February 21, 2013, by and between Crocker Downtown Development Associates and Z Gallerie, Inc. (309 Plaza Real, Boca Raton, Florida 33432)	General Growth Properties, Inc. - Crocker Downtown Development Associates
65	Lease, dated as of February 3, 2015, by and between Fashion Show Mall, LLC and Z Gallerie, LLC. (3200 South Las Vegas Boulevard #2010, Las Vegas, Nevada 89109)	General Growth Properties, Inc. - Fashion Show Mall LLC
70	Lease, dated as of February 7, 2017, by and between The Mall in Columbia Business Trust and Z Gallerie, LLC. (10300 Little Patuxent Parkway #1910, Columbia, Maryland 21044)	168th and Dodge LP - The Mall in Columbia Business Trust
72	Lease, dated as of June 30, 2016, by and between The Retail Property Trust and Z Gallerie, LLC. (630 Old Country Road #2079B, Garden City, New York 11530)	The Retail Property Trust

Store No.	Lease Agreement	Landlord/Owner
75	Standard Industrial/Commercial Single-Tenant Lease-Net, dated as of August 12, 2004, by and between Jay Leonard Steinberg and Carol Steinberg, as Trustees under The Steinberg Living Trust dated 9/18/1987 and the other lessors thereto (collectively, the "Lessor") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the Amendment to Commercial Single Tenant Lease-Net, dated May 14, 2013, by and between Beverly Drive Enterprises, LLC (as successor-in-interest to the Lessor) and Z Gallerie. (422 North Beverly Drive, Beverly Hills, California 90210)	Beverly Drive Enterprises - Beverly Drive Enterprises
87	Lease Agreement, dated March 30, 2012, by and between Hocker Oxmoor, LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment of Lease, dated June 15, 2006, by and between Landlord and Z Gallerie, as further amended by the Second Amendment of Lease, dated August 9, 2006, by and between Landlord and Z Gallerie, and as further amended by Rental Abatement Agreement, dated August 28, 2009, by the Landlord and Z Gallerie. (7900 Shelbyville Rd E-20, Louisville, Kentucky 40222)	General Growth Properties, Inc. - Hocker Oxmoor LLC

Schedule 1.1(e)

Acquired Owned Real Property

None.

Schedule 1.1(f)

Acquired Leased Real Property

Store No.	Address of Real Property	Landlord/Owner
9	9100 Strada Pl #2130 Naples, FL 34108	Mercato, LLP managed by Madison Marquette
10	600 Silks Run #1260, Hallandale Beach, Florida 33009	Forest City - Forest City Commercial Management
11	15900 La Cantera Pkwy San Antonio, TX 78256	General Growth Properties, Inc. - La Cantera Specialty Retail, LP
12	1855 W 139th Street, Gardena, CA 90249 Gardena Distribution Center and HQ	Terreno 139th LLC
16	7014 E. Camelback Road #544, Scottsdale, Arizona 85251	Macerich - Scottsdale Fashion Square LLC
18	15044 North Scottsdale Road, Scottsdale, Arizona 85254	Macerich - Macerich Arizona Partners LLC
20	818 Town and Country Blvd #101, Houston, Texas 77024	City Centre Partners - Citycentre Two Partners LP
21	1731 Fourth Street, Berkeley, California 94710 (Buying Office (Berkeley) Only) ³	4th Street Holdings, LLC
29	6121 W Park Blvd, Plano, Texas 75093	Taubman Centers, Inc. - Willow Bend Shopping Center Limited Partnership
31	2253 East Briarwood Avenue, Centennial, Colorado 80122	Southglenn Property Holdings LLC
32	6191 State Street #N55, Murray, Utah 84107	General Growth Properties, Inc. - Fashion Place
34	6316 Topanga Canyon Blvd, Woodland Hills, California 91367	Westfield Corp. - Village at Westfield Topanga
35	140 University Town Center Drive, Sarasota, Florida 34243	Taubman Centers, Inc. - Taubman Benderson UTC LLC
38	3000 E 1st Avenue #B215, Denver, Colorado 80206	Taubman Cherry Creek Shopping Center, L.L.C.
44	555 The Shops Blvd #928A, Mission Viejo, California 92691	Simon Property Group - Shops at Mission Viejo, LLC
45	14006 Riverside Drive, Sherman Oaks, California 91423	Westfield Corp. - Sherman Oaks Fashion Associates LP
46	4400 Ashford Dunwoody Road NE #1515, Atlanta, Georgia 30346	General Growth Properties, Inc. - Perimeter Mall, LLC
51	4600 McKinney Avenue, Dallas, Texas 75205	Knox St Village Holdings - Knox St Village Holdings

³ Per agreement with landlord 4th Street Holdings, LLC, only the buying office space will be assumed and the store portion of the leased premises will not be operated as a go-forward store.

Store No.	Address of Real Property	Landlord/Owner
52	3333 Bear Street, #141, Costa Mesa, California 92626	South Coast Plaza
57	378 Santana Row #1105, San Jose, California 95128	FRIT San Jose Town & Country - FRIT San Jose Town & Country LLC
60	4024 Eastgate Drive, Orlando, Florida 32839	Millenia Crossing
63	2223 North Westshore Boulevard #293, Tampa, Florida 33607	Taubman Centers, Inc. - Tampa Westshore Associates Limited Partnership
64	309 Plaza Real, Boca Raton, Florida 33432	General Growth Properties, Inc. - Crocker Downtown Development Associates
65	3200 South Las Vegas Boulevard #2010, Las Vegas, Nevada 89109	General Growth Properties, Inc. - Fashion Show Mall LLC
70	10300 Little Patuxent Parkway #1910, Columbia, Maryland 21044	168th and Dodge LP - The Mall in Columbia Business Trust
72	630 Old Country Road #2079B, Garden City, New York 11530	The Retail Property Trust
75	422 North Beverly Drive, Beverly Hills, California 90210	Beverly Drive Enterprises - Beverly Drive Enterprises
87	7900 Shelbyville Rd E-20, Louisville, Kentucky 40222	General Growth Properties, Inc. - Hocker Oxmoor LLC
89	2785 Cabot Drive, Corona, California 92883	223-1 DL Holdings - The Shops at Dos Lagos
91	722 N State Route 17 #4A Paramus, NJ 07652	Genova Burns, LLC - Paramus Design Center
96	14551 Southwest 5th Street, Pembroke Pines, Florida 33027	AD Pembroke Land Co - The Shops At Pembroke Gardens
97	1182 Roseville Parkway #130, Roseville, California 95678	The Roseville Fountains LP - The Fountains
98	1652 South Val Vista Drive #108, Mesa, Arizona 85204	Village Square Dana Park, LLC

Schedule 1.2(b)**Excluded Contracts****Executory Contracts**

Agreement	Seller Party	Counterparty
Agreement for Staffing Services	Z Gallerie, LLC	24 Seven Staffing LLC
Master Service Agreement	Z Gallerie, LLC	4Cite Marketing, LLC
Agreement for Staffing Services	Z Gallerie, LLC	80Twenty LLC
Real Estate Services Agreement	Z Gallerie, LLC	A&G Realty Partners, LLC
Real Estate Services Agreement	Z Gallerie, LLC	A&G Realty Partners, LLC
Insurance Policy-General Liability, Employee Benefits Liability, Contingent Auto Liability PHF D38044035 002	Z Gallerie, LLC	ACE American Insurance Company (Chubb)
Staffing Agreement	Z Gallerie, LLC	Accurate Personnel, LLC
Temporary Staffing Agreement	Z Gallerie, LLC	Advantage Human Resourcing, Inc.
Aetna Group Insurance Policy	Z Gallerie, LLC	Aetna Life Insurance Company
Agreement for Staffing Services	Z Gallerie, LLC	Aerotek, Inc.
Agreement for Retirement Plan Investment & Consulting Services dated 1/1/2016	Z Gallerie, LLC	Alphapoint, Inc.
Mutual Non-Disclosure Agreement	Z Gallerie, LLC	AudioEye
SAAS Subscription Agreement	Z Gallerie, LLC	AudioEye
Renewal Subscription	Z Gallerie, LLC	AudioEye
Regulatory Compliance Agreement	Z Gallerie, LLC	Aurico Reports, Inc.
Agreement for Staffing Services	Z Gallerie, LLC	Automation Personal Services, Inc.
Consulting Agreement	Z Gallerie, LLC	Belardi/Ostroy
3rd PARTY LOGISTICS DISTRIBUTION and FULFILLMENT SERVICES AGREEMENT dated 7/1/2018	Z Gallerie, LLC	BOSS Logistics, LLC
Letter of Credit ("LOC")	Z Gallerie, LLC	Brentwood Associates Private Equity V, L.P.
Financing Agreement-Unsecured Notes	Z Gallerie, LLC	Brentwood Private Equity V, LP
Services Agreement #10000097850 dated 1/27/2017	Z Gallerie, LLC	Brink's US
Consulting Agreement	Z Gallerie, LLC	Cabrillo Advisors, Inc.
Group Health Service Contract-Blue Shield of California PPO Plan	Z Gallerie, LLC	California Physicians' Service dba Blue Shield of California
Group Health Service Contract-Blue Shield of California Access+ HMO® Plan	Z Gallerie, LLC	California Physicians' Service dba Blue Shield of California

Agreement	Seller Party	Counterparty
Group Health Service Contract-Blue Shield of California PPO Savings Plan	Z Gallerie, LLC	California Physicians' Service dba Blue Shield of California
Group Health Service Contract-Blue Shield of California Trio ACO HMO Plan	Z Gallerie, LLC	California Physicians' Service dba Blue Shield of California
Equipment Lease Agreement	Z Gallerie, LLC	Caltronics Business Systems
Services Agreement	Z Gallerie, LLC	CareWorks Absence Management
Recruiting Services Invoices	Z Gallerie, LLC	CDM Search, LLC
Settlement Agreement	Z Gallerie, LLC	Century Group Professionals, LLC
Letter of Credit ("LOC")	Z Gallerie, LLC	Citibank, N.A.
Master Service Agreement	Z Gallerie, LLC	Corra Technology, Inc.
Services Agreement	Z Gallerie, LLC	Corra Technology, Inc.
Scope Change Order - Work Order #ZGAL.ECM.1802.1.4	Z Gallerie, LLC	Corra Technology, Inc.
Scope Change Order - Work Order #ZGAL.ECM.1802.1.8	Z Gallerie, LLC	Corra Technology, Inc.
Scope Change Order - Work Order #ZGAL.ECM.1802.1.9	Z Gallerie, LLC	Corra Technology, Inc.
Scope Change Order - Work Order #ZGAL.ECM.1802.1.5	Z Gallerie, LLC	Corra Technology, Inc.
Consulting Agreement	Z Gallerie, LLC	Cybernetic Solutions, Inc.
Services Agreement	Z Gallerie, LLC	Dallimore & Co.
Services Agreement	Z Gallerie, LLC	Ecova, Inc.
Add-On Order Form re License Agreement	Z Gallerie, LLC	Emtrain
Change of Name Agreement for Services Agreement	Z Gallerie, LLC	ENGIE Insight Services Inc., f/k/a Ecova, Inc.
Change Authorization/Amendment to Total Energy and Sustainability Services Agreement	Z Gallerie, LLC	ENGIE Insight Services, Inc., f/k/a Ecova, Inc.
Facilities Maintenance Services Agreement	Z Gallerie, LLC	Facilitysource, LLC
Insurance Policy-Crime & Fiduciary 8208-6135	Z Gallerie, LLC	Federal Insurance Company (Chubb)
Fedex Technology Incentive Program Agreement	Z Gallerie, LLC	Fedex Corproate Services, Inc.
Pricing Agreement	Z Gallerie, LLC	FedEx Corporate Services, Inc.
Insurance Policy-Property, Auto, Inland Marine, S 49 DXJ 80990293	Z Gallerie, LLC	Fireman's Fund Insurance Company (Allianz SE)
Engagement Letter	Z Gallerie, LLC	Gasthalter & Co. LP
Agreement for Unarmed Protective Services	Z Gallerie, LLC	Goudarzi

Agreement	Seller Party	Counterparty
Insurance Policy-Umbrella UMB 9999709	Z Gallerie, LLC	Great American Insurance Company of New York (Sterling Risk)
Agreement for Staffing Services for Z Gallerie, LLC	Z Gallerie, LLC	HR Personnel Services
Renewal Order Form	Z Gallerie, LLC	iCIMS, Inc.
Secure Shredding Services Agreement effective 9/22/2015	Z Gallerie, LLC	Iron Mountain Secure Shredding, Inc.
Settlement Agreement	Z Gallerie, LLC	Jenna Couture
Letter of Credit Reimbursement and Security Agreement (Standby Letter of Credit for benefit of Hanover Insurance Company)	Z Gallerie, LLC	KeyBank National Association
Letter of Credit Reimbursement and Security Agreement (Standby Letter of Credit for benefit of Hartford Fire Insurance Company)	Z Gallerie, LLC	KeyBank National Association
Engagement Letter	Z Gallerie, LLC	Klehr Harrison Harvey Branzburg LLP
Equipment Rental Agreement	Z Gallerie, LLC	Landsberg Orora
LinkedIn Subscription Agreement	Z Gallerie, LLC	LinkedIn
Insurance Policy-D&O ELL0150395 00	Z Gallerie, LLC	Lloyd's of London (Euclid Executive)
Services Agreement	Z Gallerie, LLC	Magento, Inc.
Transportation Management Solutions Agreement	Z Gallerie, LLC	Manning Consulting Group, Inc.
Transportation Management Solutions Agreement re software and support services	Z Gallerie, LLC	Manning Consulting Group, Inc.
Social Influencers/Engage Professionals Agreement	Z Gallerie, LLC	Meltwater News US Inc
Group Long Term Disability Insurance Policy	Z Gallerie, LLC	Metropolitan Life Insurance Company
Technical Support Services Renewal Order - Support Service #6243176	Z Gallerie, LLC	Oracle Premier Support Renewal Center
Amendment to Master Services Agreement	Z Gallerie, LLC	PlayNetwork, Inc.
Quote for Printing and Mailing Proposal for Paper products	Z Gallerie, LLC	Print Strategy Inc
Critical Illness Insurance Plan	Z Gallerie, LLC	Reliastar Insurance Company (VOYA)
Master Service Agreement with R2 Marketing	Z Gallerie, LLC	R Squared Marketing Inc.
Consulting Agreement	Z Gallerie, LLC	Robert N. Weingarten
Severance Agreement	Z Gallerie, LLC	Robert Otto
Order Form - Quote #Q-00373916	Z Gallerie, LLC	salesforce.com, inc.
Subscription Services for ITAM Licenses	Z Gallerie, LLC	Samanage USA, Inc.
Insurance Policy-Workers Compensation (AOS)WCDS1036K0	Z Gallerie, LLC	Sompo America Insurance Company

Agreement	Seller Party	Counterparty
Insurance Policy-Workers Compensation (WI)WCNS1073V0	Z Gallerie, LLC	Sompo America Insurance Company
Letter of Credit ("LOC")	Z Gallerie, LLC	The CIT group/Commercial Services, Inc. and/or CIT Bank, N.A.
Consulting Agreement	Z Gallerie, LLC	Technology Management Concepts
	Z Gallerie, LLC	Thanx Media
Agreement for Investigative and Security Services	Z Gallerie, LLC	Threat Management and Protection, Inc.
Agreement for Investigative and Security Services	Z Gallerie, LLC	Threat Management and Protection, Inc.
Agreement for Operation of Equipment	Z Gallerie, LLC	TrueBlue Enterprises, Inc. as Agent for Its Subsidiaries and Affiliates
Home Delivery Vendor Agreement (effective August 03, 2018)	Z Gallerie, LLC	Tuscany 3PL
Client Services Agreement (Contract Hybrid) re Consulting Services	Z Gallerie, LLC	Vaco Los Angeles, LLC
Group Vision Care Plan	Z Gallerie, LLC	Vision Service Plan
Broker Letter of Record	Z Gallerie, LLC	Wells Fargo Insurance
Feed Management	Z Gallerie, LLC	Wpromote, Inc.
Search Engine Marketing	Z Gallerie, LLC	Wpromote, Inc.
Master Service Agreement for on-line non-downloadable cloud computing software	Z Gallerie, LLC	yRuler Inc.
Statement of Work for access to yRuler Inc. "Tangible Platform"	Z Gallerie, LLC	yRuler Inc.
Master Service Agreement for on-line non-downloadable cloud computing software	Z Gallerie, LLC	yRuler Inc.
Statement of Work for access to yRuler Inc. "Tangible Platform"	Z Gallerie, LLC	yRuler Inc.
Services Agreement	Z Gallerie, LLC	X.Commerce, Inc. d/b/a Magento, Inc.
	Z Gallerie, LLC	Zoho Corp
Statement of Work Bank Card Replacement	Z Gallerie, LLC	Zones Inc

Unexpired Leases

Store No.	Address of Real Property	Landlord
Atlanta Distribution Center	2601 Skyview Drive, Lithia Springs, Georgia 30122	Skyview Drive LLC
6	800 Highway 400 S, Suite # 800, Dawsonville, GA 30534	Simon Property Group - North Georgia Premium Outlets
8	42 South De Lacey Avenue, Pasadena, California 91105	Old Town De Lacey LLC

Store No.	Address of Real Property	Landlord
17	5133 Marathon Avenue Suite # C100 Fort Worth, TX 76109	Clearfork Retail Venture
19	988 Village Green Drive, Allen, Texas 75013	Coventry II DDR/Trademark Montgomery Farm
22	4663 River City Drive, Suite 113, Jacksonville, Florida 32246	Shops At St. Johns LLC -
24	2920 District Avenue Space #190, Fairfax, Virginia 22031	Shops at St. Johns Eskridge (E&A) LLC -
25	343 Newport Center Drive, Newport Beach, California 92660	Mosaic District The Irvine Company, LLC
30	134 Woodfield Mall, Schaumburg, Illinois 60173	Simon Property Group - Woodfield Mall LLC
36	5701 Sunset Drive, Miami, Florida 33143	Simon Property Group - Shops at Sunset, LLC
40	68 Oakbrook Center, Oak Brook, Illinois 60523	General Growth Properties, Inc. - Oakbrook Center
42	5225 Alpha Road, Dallas, Texas 75240	Regency Galleria North
54	4194 Easton Gateway Drive, Columbus, Ohio 43219	Steiner & Assoc - CBL & Associates Management Inc.
55	5959 Triangle Town Boulevard #2179, Raleigh, North Carolina 27616	CBL & Associates - JG North Raleigh LLC
68	3920 Westheimer Road, Houston, Texas 77027	Highland Village LTD Partnership - Highland Village Holding, Inc.
69	1006-E El Camino Real, Encinitas, California 92024	Encinitas Town Center Assoc. - Encinitas Town Center Associates I, LLC
73	14405 Clay Terrace Boulevard #100, Carmel, Indiana 46032	Washington Prime Group - Clay Terrace Partners, LLC
74	9595 Six Pines Drive, The Woodlands, Texas 77380	TM Market ST - TM Market Street LLC
76	7277 Southwest Bridgeport Road B-106, Portland, Oregon 97224	BV Centercal, LLC
79	2300 Annapolis Mall Road #1700, Annapolis, Maryland 21401	Westfield Corp. - Annapolis Mall Owner LLC
80	1380 Atlantic Drive #14125, Atlanta, Georgia 30363	Jones Lang LaSalle - PPF RTL Atlantic Town Center LLC
82	2126 Abbott Martin Road #213, Nashville, Tennessee 37215	Taubman Centers, Inc. - Davis Street Land Company of Tennessee LLC

Store No.	Address of Real Property	Landlord
83	11701 Lake Victoria Gardens Avenue #8103, Palm Beach Garden, Florida 33410	Berman Enterprises - Downtown at the Gardens Ltd
84	2180 Lone Star Drive, Sugar Land, Texas 77479	Town Center Lakeside - Town Center Lakeside Ltd
92	10000 Research Boulevard #118 Austin, Texas 78759	Simon Property Group - Arboretum at Great Hills
93	10156 Perkins Rowe #100, Baton Rouge, Louisiana 70810	Jones Lang LaSalle - Perkins Rowe Associates II
94	21540 Hawthorne Boulevard #439, Torrance, California 90503	Simon Property Group - Del Amo Fashion Center Operating Company LLC
95	4853 W 117th Street, Leawood, Kansas 66211	119 Leawood LLC - Town Center Crossing

Schedule 1.2(m)

Excluded Assets

1. Any and all settlement(s) reached in the antitrust class action entitled In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation pending in the United States District Court of the Eastern District of New York.
2. Any and all refunds with respect to services provided by AT&T Inc. or its subsidiaries.
3. Bank accounts of the Company to be specified by the Sellers.

Schedule 1.5(d)**Specified Contracts**⁴**Executory Contracts**

Agreement	Seller Party	Counterparty
Adobe Sales Order DR1677518	Z Gallerie, LLC	Adobe Systems Inc.
Adobe Sales Order DR2166008	Z Gallerie, LLC	Adobe Systems Inc.
Adobe Sales Order DR 1043830	Z Gallerie, LLC	Adobe Systems Inc.
Merchant Agreement	Z Gallerie, LLC	Affirm, Inc.
CORPORATE SERVICES COMMERCIAL ACCOUNT AGREEMENT	Z Gallerie, LLC	American Express Travel Related Services Company, Inc.
Vendor Agreement	Z Gallerie, LLC	American Heritage Billiards, Inc.
Database Services Agreement	Z Gallerie, LLC	Anchor Computer
Licensing Agreement	Z Gallerie, LLC	Anchor Computer
Subscription Services Order Form & Software Support Addendum	Z Gallerie, LLC	Aptos, Inc
Statement of Work Issued 9/21/2015	Z Gallerie, LLC	Aptos, Inc
Statement of Work - Work Schedule - Merch RBI Data Connectors Implementation	Z Gallerie, LLC	Aptos, Inc
Statement of Work - Work Schedule - Customer Implementation	Z Gallerie, LLC	Aptos, Inc
Statement of Work - Work Schedule - Implementation	Z Gallerie, LLC	Aptos, Inc
Statement of Work - Work Schedule - Adoption Services	Z Gallerie, LLC	Aptos, Inc
Data Transfer Form	Z Gallerie, LLC	Aptos, Inc
Hardware Order	Z Gallerie, LLC	Aptos, Inc
Hardware Order - HP MP9 Server Configuration - Labs - Quote #41916-1 dated 4/20/2016	Z Gallerie, LLC	Aptos, Inc
Hardware Order - RF Hardware Configuration - Quote #021517-4 dated 4/27/2017	Z Gallerie, LLC	Aptos, Inc
Amendment to Subscription Service Order Addendum	Z Gallerie, LLC	Aptos, Inc
Master Agreement	Z Gallerie, LLC	Aptos, Inc.
Statement of Work	Z Gallerie, LLC	Aptos, Inc.
AT&T VPN Service Pricing Addendum for Access Channels - Contract ID 143944UA	Z Gallerie, LLC	AT&T
AT&T VPN Service Pricing Addendum for Access Channels - Contract ID 143944UA	Z Gallerie, LLC	AT&T

⁴ For the avoidance of doubt, to the extent that this Schedule 1.5(d) omits any Contract (that is not an Unexpired Lease) that has not otherwise been included on the Schedules, such Contract shall be deemed and treated as a Specified Contract.

Agreement	Seller Party	Counterparty
Agreement for Staffing Services	Z Gallerie, LLC	Atlas Employment Services, Inc.
Statement of Work	Z Gallerie, LLC	Avalara, Inc.
Sales Order for Sales Tax Software - Purchase Order IT-01AVA-20160826	Z Gallerie, LLC	Avalara
Sales Order for Sales Tax Software - Renewal	Z Gallerie, LLC	Avalara
Statement of Work Sales Audit Tax Content Consulting Project	Z Gallerie, LLC	Avalara
	Z Gallerie, LLC	Avery
Equipment Agreement	Z Gallerie, LLC	Bank Of America
Mutual Confidentiality Agreement	Z Gallerie, LLC	Banc of America Merchant Services, LLC
Amendment to Replacement Agreement	Z Gallerie, LLC	Bank of America Merchant Services LLC
Amendment to the Stored Value Card Processing Agreement	Z Gallerie, LLC	Bank of America Merchant Services LLC
Service Confirmation Agreement	Z Gallerie, LLC	Bank of America Merchant Services LLC
Vendor Agreement	Z Gallerie, LLC	Bassett Mirror Co., Inc.
Insurance Policy-Excess D&O BPRO804891	Z Gallerie, LLC	Berkeley Insurance Company (JLT)
	Z Gallerie, LLC	Bullseye Location
Vendor Agreement	Z Gallerie, LLC	California Umbrella
Licensing Subscription	Z Gallerie, LLC	CDW Corporation
Vendor Agreement	Z Gallerie, LLC	Chandra Rugs
Vendor Agreement	Z Gallerie, LLC	Classic Home
Insurance Policy-Cargo Stock Throughput OC 249445	Z Gallerie, LLC	C.N.A.
Private Label Credit Card Program Agreement dated October 15, 2003	Z Gallerie, LLC	Comenity Bank f/k/a World Financial Network National Bank
First Amendment to the Private Label Credit Card Program Agreement dated October 15, 2003	Z Gallerie, LLC	Comenity Bank f/k/a World Financial Network National Bank
Point of Sale Test Account Set up	Z Gallerie, LLC	Comenity, LLC
Mutual Non-Disclosure Agreement	Z Gallerie, LLC	Comenity, LLC
Vendor Agreement	Z Gallerie, LLC	Commonwealth Home Fashions
Merchant Program Agreement	Z Gallerie, LLC	Connexity, Inc.
Vendor Agreement	Z Gallerie, LLC	Container Marketing, Inc. (CMI)

Agreement	Seller Party	Counterparty
Full Maintenance Service Agreement	Z Gallerie, LLC	Crown Equipment Corporation d/b/a Crown Lift Trucks - Atlanta
Full Maintenance Service Agreement	Z Gallerie, LLC	Crown Equipment Corporation d/b/a Crown Lift Trucks - Long Beach
Proposal-Equipment Rental	Z Gallerie, LLC	Crown Equipment Corporation d/b/a Crown Lift Trucks - Long Beach
Short Term Rental Agreement	Z Gallerie, LLC	Crown Equipment Corporation
Master Service List and License Agreement	Z Gallerie, LLC	Curalate Inc.
Administrative Services Agreement	Z Gallerie, LLC	Discovery Benefits, Inc.
Vendor Agreement	Z Gallerie, LLC	Downtown Company Luxury Bedding, Inc.
Location Contract	Z Gallerie, LLC	EFT Media Productions LLC d/b/a Evolution Media
Vendor Agreement	Z Gallerie, LLC	Euro Style, Inc.
Services Agreement	Z Gallerie, LLC	First Data Services, LLC, as assignee of IPS Card Solutions, d/b/a ValueLink
Certificate of Award for Customs Brokerage Services	Z Gallerie, LLC	Flexport International LLC
Advertising Services Agreement	Z Gallerie, LLC	Google LLC
AT&T Virtual Private Network Service Commercial Interconnect Authorization and Addendum to Pricing Schedule	Z Gallerie, LLC	Granite Telecommunications LLC
Commercial Account Form and Letter of Agency	Z Gallerie, LLC	Granite Telecommunications LLC
Trust Agreement	Z Gallerie, LLC	Great West Trust Company, LLC
	Z Gallerie, LLC	Harris Technologies
Vendor Agreement	Z Gallerie, LLC	Home Meridian Intl., Inc.
Agreement for Services re Graphics and Printing	Z Gallerie, LLC	International Color Services
CRO Service Agreement	Z Gallerie, LLC	Invesp
Stored Value Card Processing Agreement	Z Gallerie, LLC	IPS Card Solutions, Inc.

Agreement	Seller Party	Counterparty
Stored Value Card Processing Agreement	Z Gallerie, LLC	IPS Card Solutions, Inc. d/b/a Valuelink
Vendor Agreement	Z Gallerie, LLC	Jaipur Rugs, Inc. Norcross, GA (dba Jaipur Rugs)
Master Equipment Lease No. 200772418, Schedule No. 1	Z Gallerie, LLC	Jules & Associates
1 Equipment Rental Agreement dated 4/28/2008	Z Gallerie, LLC	KHL Engineered Packaging Solutions
Kount Services Agreement and Amendments	Z Gallerie, LLC	Kount, Inc.
Shoretel Licenses - Quote #MT-005750	Z Gallerie, LLC	LANtelligence
2016-2017 ShoreTel Partner Support Renewal - Quote # MT-007122	Z Gallerie, LLC	LANtelligence
Shoretel Licenses - Quote # MT-007378	Z Gallerie, LLC	LANtelligence
2017-2018 ShoreTel Partner Support - Quote # LP009000	Z Gallerie, LLC	LANtelligence
2018-2019 Partner Support - Quote # LP1000075	Z Gallerie, LLC	LANtelligence
Services Agreement	Z Gallerie, LLC	Listrak
Agreement for Voice, Advanced Voice, Data & IP Services	Z Gallerie, LLC	Metropolitan Telecommunications a/k/a MetTel
Annual Maintenance Contract	Z Gallerie, LLC	M.C. Dean, Inc.
Audioeye Accessibility Compliance Enhancements	Z Gallerie, LLC	Microexcel Inc.
SOW - Aptos CRM Feeds	Z Gallerie, LLC	Microexcel Inc
SOW - BOPS Phase II Enhancements	Z Gallerie, LLC	Microexcel Inc
SOW - Open Orders Export Using Shopvisible API	Z Gallerie, LLC	Microexcel Inc
SOW - Order Tracking II ETA Message	Z Gallerie, LLC	Microexcel Inc
SOW - Taxware Enhancements	Z Gallerie, LLC	Microexcel Inc
SOW - Web Customer Export Vi API	Z Gallerie, LLC	Microexcel Inc
SOW - Annex Cloud Ratings Reviews API Integration	Z Gallerie, LLC	Microexcel Inc
SOW - Buy Online Pickup Phase 1	Z Gallerie, LLC	Microexcel Inc
SOW - Kount Integration on Website	Z Gallerie, LLC	Microexcel Inc
SOW - Custom Furniture/Product Variation Improvement	Z Gallerie, LLC	Microexcel Inc
SOW - Coupon Module Enhancements	Z Gallerie, LLC	Microexcel Inc
SOW - BOPS Portal	Z Gallerie, LLC	Microexcel Inc
SOW - A+ Page Development	Z Gallerie, LLC	Microexcel Inc
SOW - Aptos CRM API Integration	Z Gallerie, LLC	Microexcel Inc
SOW - Avalara Tax Engine Integration	Z Gallerie, LLC	Microexcel Inc
SOW - Internal Application	Z Gallerie, LLC	Microexcel Inc
SOW - Load Testing Website	Z Gallerie, LLC	Microexcel Inc
SOW - Payeezy Integration	Z Gallerie, LLC	Microexcel Inc

Agreement	Seller Party	Counterparty
SOW - Annex Cloud Ratings Reviews API Integration	Z Gallerie, LLC	Microexcel Inc
SOW - BOPS Portal Customer Service	Z Gallerie, LLC	Microexcel Inc
SOW - Custom SKU Search	Z Gallerie, LLC	Microexcel Inc
Change Order Request re: Proxy Setup	Z Gallerie, LLC	Mission Cloud Services
Vendor Agreement	Z Gallerie, LLC	Modus Furniture International
Order Form Full Service - Order Form #ZGallerie20190101	Z Gallerie, LLC	Moovweb
Order Form Full Service - Order Form #ZGallerie20170427	Z Gallerie, LLC	Moovweb
Order Form Full Service - Order Form #ZGallerie20180220	Z Gallerie, LLC	Moovweb
Order Form Full Service - Order Form #ZGallerie20160419	Z Gallerie, LLC	Moovweb
Master Service Agreement	Z Gallerie, LLC	Moovweb
Order Form	Z Gallerie, LLC	Moovweb
Order Form	Z Gallerie, LLC	Moovweb
JAMS Software Maintenance Subscription	Z Gallerie, LLC	MVP Systems Software, Inc.
Vendor Agreement	Z Gallerie, LLC	Oliver Gal. Inc.
	Z Gallerie, LLC	OneLogin
Cloud Optimizer Terms and Conditions	Z Gallerie, LLC	Onica Group LLC
	Z Gallerie, LLC	Optiv
Vendor Agreement	Z Gallerie, LLC	Oriental Weavers
Pricing Schedule	Z Gallerie, LLC	Park Place Technologies
	Z Gallerie, LLC	Paypal
Purchase Agreement	Z Gallerie, LLC	RetailNext, Inc.
Master Purchase Agreement 01	Z Gallerie, LLC	RetailNext, Inc.
Amendment to Master Service Agreement 01	Z Gallerie, LLC	RetailNext, Inc.
Vendor Agreement	Z Gallerie, LLC	Rizzy Home, aGeorgiacorporation (dba Rizzy)
Agreement	Z Gallerie, LLC	RR Donnelly & Sons Company
Services Agreement	Z Gallerie, LLC	SADA Systems, Inc.
G Suite Customer Agreement and Ordering Document	Z Gallerie, LLC	SADA Systems, Inc.
Vendor Agreement	Z Gallerie, LLC	SAMS International
Vendor Agreement	Z Gallerie, LLC	SAMS International
Agreement for Staffing Services	Z Gallerie, LLC	Select Staffing

Agreement	Seller Party	Counterparty
Digital Location Management Agreement	Z Gallerie, LLC	SeoMoz, Inc.
Service Agreement	Z Gallerie, LLC	Social Annex, Inc. (dba Annex cloud)
Scope and Proposal for IT Services	Z Gallerie, LLC	SPS Commerce
Vendor Agreement	Z Gallerie, LLC	Summer Classics/ Private Label
Vendor Agreement	Z Gallerie, LLC	Summer Classics/ Private Label
Insurance Policy-Tech, D&O, Policy W1FEF5180201	Z Gallerie, LLC	Syndicate 2623/623 at Lloyd's (Beazley)
Amendment to The Ultimate Software Group, Inc. UltiPro Agreement	Z Gallerie, LLC	The Ultimate Software Group, Inc.
The Ultimate Software Group, Inc. UltiPro Agreement	Z Gallerie, LLC	The Ultimate Software Group, Inc.
Ultipro Affordable Care Act Distribution Services Supplement to The Ultimate Software Group, Inc. UltiPro Agreement - Employees healthcare benefits software subscription/support services	Z Gallerie, LLC	The Ultimate Software Group, Inc.
Ultipro Benefits Prime Supplement to The Ultimate Software Group, Inc. UltiPro Agreement	Z Gallerie, LLC	The Ultimate Software Group, Inc.
Vendor Agreement	Z Gallerie, LLC	The Uttermost Co.
Taxware Master License and Services Agreement	Z Gallerie, LLC	Taxware, LLC
Paper Warranty Services Agreement	Z Gallerie, LLC	TeleCheck Services, Inc.
Paper Warranty Services Agreement	Z Gallerie, LLC	TeleCheck Services, Inc.
Vendor Agreement	Z Gallerie, LLC	TOV Furniture
Subscription Services Agreement	Z Gallerie, LLC	Unbounce Marketing Solutions, Inc.
Security Agreement	Z Gallerie, LLC	Vector Security, Inc.
Z Gallerie Sales Order with Workfront Pro Flex License	Z Gallerie, LLC	Workfront
Proposal –Microsoft Dynamics GP2015 with Retail Bridge for APTOS	Z Gallerie, LLC	XSI Technologies

Unexpired Leases

Store No.	Address of Real Property	Landlord/Owner
47	280 State Street #280, Southlake, Texas 76092	SLTS Grand Avenue - SLTS Grand Avenue

Schedule 3.3

Conflicts and Consents

(a)

None.

(b)

None.

Schedule 3.4

Financial Statements

See attached.

Z Gallerie
 Balance Sheet - Comp to PY
 (\$000)

<u>ASSETS</u>	<u>Mar 19A</u>
Cash	14,985
Inventory	36,754
Prepaid Expenses and Other Current Assets	6,354
Tenant Improvement Allowance Receivable	-
Current Assets	58,093
Net Property and Equipment	47,890
Deposits	568
Financing Fees	872
Goodwill	35,068
Identified Intangible Assets	24,237
Total Assets	166,727

LIABILITIES AND STOCKHOLDERS' EQUITY

Accounts Payable	19,447
Accrued Expenses	16,839
Customer Deposits, Def'd GP & Rewards Liability	15,814
Customer Gift Cards, Net	2,132
Current Liabilities	54,232
Note Payable - Brentwood Assoc.	-
Senior unsecured Tranche #1	10,000
Senior unsecured Tranche #2	15,000
Senior unsecured PK	3,156
Revolving Loan	19,435
DIP Loan	5,750
Term Loan	86,480
Term/Revolver PIK	6,138
Total Debt	145,959
Deferred Rent and TIA	21,026
Capital Lease Liability	287
Other Liabilities	298
Total Liabilities	221,802
Member's Capital	(55,075)
Total Liabilities and Capital	166,727

Z Gallerie
Statement of Income

(0000)

Mar 18A

<i>Written sales</i>	33,937
Retail Sales	27,993
E-Commerce Sales	8,894
<i>Net Sales - Product</i>	33,888
Delivery Revenues - Retail	925
Delivery Revenues - E-comm	985
Sales Returns & Allowances	-
<i>Net Sales</i>	33,797
GM - Retail	14,189
GM - E-Commerce	5,218
GM - Corporate	1,439
<i>Gross Profit</i>	29,835

Store Expenses

Salaries	3,557
Fringes	891
Occupancy	5,208
Temp Labor	267
Controllable Expenses (sw/data/r&m/t&e/ut)	1,044
Delivery	3,555
Credit Card Fees	1,030
Marketing	840
Other Fixed Expenses (ins/otr)	109
<i>Store Expenses</i>	14,502
<i>Gross Profit</i>	15,333

Corp Expenses

Salaries	3,065
Fringes	579
Occupancy	603
Repairs & Maintenance	289
Temp Labor	629
Marketing	1,240
Travel & Entertainment	166
Other (legal/acctg/printing/ut)	884
<i>Corp Expenses</i>	7,455
<i>EBITDA</i>	(8,169)
<i>EBITDA Adjustments</i>	118
<i>Adjusted EBITDA</i>	(7,994)
Other Expenses	6,613
Net Income	(1,381)

Z Gallerie
Cash Flow Statement
(in \$'000)



March

Cash Flows from Operations
Net Income (Loss) (9,725)

Adjustments to Net Income
Amortization of Financing Fees 105
Depreciation and Amortization 1,360

Amortization of Deferred T/A (338)
Amortization of Store Broker Fees 27
Deferred Rent 53

Amort of Def'd Rent& T/A (259)
Deferred Income Taxes -
Subordinated Debt Non-Cash Interest 713
Interest Payable 1,711

Changes in Assets and Liabilities
(Increase) Decrease in Assets

Accounts Receivable (1)
T/A Receivable 40
Inventory 680
Inventory In-Transit 516
Prepaid Expenses (601)
Deposits 0

Other Asset Accounts (2)
Increase (Decrease) in Liabilities
AP and Accrued Expenses 9,463
Accrued WC Insurance Claim -
Customer Dep, Def'd GP & Rewards 2,075
Customer Gift Cards (39)

Total Cash Flow from Operations 12,131
Cash Flows from Investing 6,037
Goodwill -

Payments to Acquire PP&E (239)
Proceeds from T/A -
Total Cash Flow from Investing (239)

Cash Flows from Financing
Member's Capital 5,750
Revolving Loan Issuance -
Other Financing Activities (47)

Total Cash Flow from Financing 5,703
Net Increase (Decrease) in Cash 11,501
Cash, at Beginning of Period 3,484

Cash at End of Period 14,985

ZGALLERIE

2018 UN AUDITED FINANCIAL STATEMENTS

MARCH 19TH, 2019

ZGALLERIE

PREPARED AND CONFIDENTIAL--DO NOT DISTRIBUTE OR REPRODUCE

FINANCIAL PERFORMANCE

Z Gallerie
Statement of Income

(00000)

FY 17A
231,939

FY 18A
223,822

2017

173,994

(8,117)

(3,586)

56,154

(5,813)

(1,215)

5,575

3,435

6,118

6,384

(563)

(10,116)

1,705

58

0,398

5,012

(2,555)

(12,205)

6,443

(8,896)

(9,360)

(850)

1,120

1,158

96,101

(7,459)

(61,704)

33,760

12,001

4,918

4,542

12,001

4,918

87,205

96,101

55,216

34,879

33,760

60,118

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87,205

96,101

55,216

Z Gallerie
 Balance Sheet - Comp to PY
 (\$000)

Sect. 4.1(c) of Credit Agreement

	Jan 19A	Jan 18A	
ASSETS			
Cash	3,484	1,998	1,486 74.4%
Inventory	38,861	38,787	74 0.2%
Prepaid Expenses and Other Current Assets	5,777	5,854	(77) (1.3%)
Tenant Improvement Allowance Receivable	40	-	40 0.0%
Current Assets	48,162	46,638	1,523 3.3%
Net Property and Equipment	49,012	50,904	(1,892) (3.7%)
Deposits	569	682	(114) (16.7%)
Financing Fees	976	1,742	(766) (44.0%)
Goodwill	35,068	35,068	- 0.0%
Identified Intangible Assets	24,235	24,161	74 0.3%
Total Assets	158,022	159,196	(1,174) (0.7%)

LIABILITIES AND STOCKHOLDERS' EQUITY

Accounts Payable	8,568	4,070	4,497 110.5%
Accrued Expenses	19,166	14,201	4,965 35.0%
Customer Deposits, Def'd GP & Rewards Liability	13,739	14,973	(1,235) (8.2%)
Customer Gift Cards, Net	2,172	2,352	(181) (7.7%)
Current Liabilities	43,644	35,597	8,047 22.5%
Note Payable - Brentwood Assoc.	-	8,214	(8,214) (100.0%)
Senior unsecured Tranche #1	10,000	-	10,000 0.0%
Senior unsecured Tranche #2	15,000	-	15,000 0.0%
Senior unsecured PIK	2,443	-	2,443 0.0%
Revolving Loan	19,250	12,250	7,000 57.1%
Term Loan	86,480	88,815	(2,335) (2.5%)
Term/Revolver PIK	4,781	-	4,781 0.0%
Total Debt	137,955	109,280	28,675 26.2%
Deferred Rent and TIA	21,312	21,040	272 1.3%
Capital Lease Liability	334	582	(248) (42.7%)
Other Liabilities	128	800	(671) (84.0%)
Total Liabilities	203,372	167,299	36,074 21.5%
Member's Capital	(45,350)	(8,103)	(37,248) 459.7%
Total Liabilities and Capital	158,022	159,196	(1,174) (0.7%)

Z Gallerie
Cash Flow Statement
(\$,000)

2018 2017 2016 2015

Cash Flows from Operations (37,248) (167,782) (1,600) 130,534 (77,882) 8,102 (35,647) 2,227,281

Adjustments to Net Income 766 655 766 111 1,708 - 0,284

Amortization of Financing Fees 7,913 51,235 8,251 (43,322) (54,062) (338) (4,130)

Depreciation and Amortization - - - 0,068 - 0,284

Amortization of Deferred TIA (1,782) (1,208) (2,504) (5,741) 3,758 722 (28,863)

Amortization of Store Broker Fees 36 108 175 (72) (66,783) (139) (29,461)

Deferred Rent (160) 1,397 636 (1,557) (11,181) (798) (25,288)

Amort of Def'd Rent & TIA (1,906) 298 (1,693) (2,001) (7,423) (219) (2,286)

Deferred Income Taxes 97 - - 97 0,084 97 0,084

Subordinated Debt Non-Cash Interest 2,132 - - 2,132 0,084 1,312 160,038

Loss on Disposal of PP&E 75 65 58 10 16,238 17 28,088

Gain on Write-off of Unamortized TIA (560) - - (560) 0,084 (560) 0,084

Interest Payable 4,110 195 - 3,915 (2,007,281) 4,210 (4,221,081)

Changes in Assets and Liabilities (Increase) Decrease in Assets (Decrease) Increase in Liabilities 12,626 52,446 8,102 (39,820) (75,283) 4,524 58,586

Accounts Receivable (1) 3 (1) (4) (12,238) 1 (43,083)

TIA Receivable (40) 2,648 - (2,688) (101,128) (40) (3,036)

Inventory (1,152) (3,463) 571 2,512 (66,783) (1,725) (503,684)

Inventory In-Transit (4,110) 264 178 (4,374) (1,656,783) (4,289) (2,284,084)

Prepaid Expenses (173) (3,255) 330 3,082 (94,783) (309) (152,482)

Deposits 114 41 - 73 175,684 114 6,039

Other Asset Accounts (110) (7) 13 (108) (2,537,128) (128) (941,782)

Short-Term Investment - - - - 0,284 - 0,284

Increase (Decrease) in Liabilities 14,124 (887) 1,915 15,011 (1,661,584) 12,209 637,281

AP and Accrued Expenses - (95) (3,222) 35 (109,280) 3,222 (109,280)

Accrued WC Insurance Claim 172 2,659 - (2,487) (28,582) 172 0,284

Customer Dep. Def'd GP & Rewards (181) 44 39 (225) (507,584) (220) (639,384)

Customer Gift Cards 8,644 (1,987) (1,76) 10,631 (533,284) 8,820 (5122,484)

Total Cash Flow from Operations (15,977) (117,322) 6,326 10,245 (58,282) (22,309) (583,284)

Cash Flows from Investing Goodwill - 115,888 708 (115,888) (104,124) (708) (104,124)

Payments to Acquire PP&E (6,170) (13,940) (6,679) 7,770 (5,578) 509 (7,683)

Proceeds from TIA 2,083 4,406 2,772 (2,322) (52,783) (688) (24,881)

Total Cash Flow from Investing (4,087) 106,354 (3,199) (110,441) (158,283) (888) 27,281

Cash Flows from Financing Member's Capital - - - - 0,384 - 0,384

Dividend Payments - (170) 11,037 170 (100,083) (11,037) (100,083)

Tax Distribution - - (6) 6 (100,083) - 100,083

Short Term Note Payable-BW 17,000 8,217 (9,037) 8,788 166,506 26,037 (358,784)

Revolving Loan Issuance 7,000 3,250 1,000 3,750 15,684 6,000 (60,084)

Notes Payable (Payment) (2,335) (918) (4,670) (1,417) (154,284) 2,335 (160,083)

Other Financing Activities (115) 385 (273) (900) (125,283) 158 (12,083)

Total Cash Flow from Financing 21,550 10,758 (1,943) 10,792 (164,384) 23,493 (1,299,283)

Net Increase (Decrease) in Cash 1,486 (210) 1,184 1,696 (806,128) 302 23,528

Cash, at Beginning of Period 1,998 2,208 1,994 (210) (5,581) 4 0,278

Cash at End of Period 3,484 1,998 3,178 1,486 24,284 306 9,284

PREPARED AND CERTIFIED BY: NOT DISTRIBUTE OR REPRODUCE

Z Gallerie

Schedule 3.5

Absence of Certain Developments

(a)

None.

(b)

None.

(c)

None.

(d)

None.

(e)

None.

(f)

None.

(g)

None.

(h)

None.

(i)

None.

(j)

None.

Schedule 3.6

Leased and Owned Real Property

(a)

1. Air Commercial Real Estate Association Standard Industrial/Commercial Single-Tenant Lease, dated as of September 30, 2015, by and between Old Town De Lacey LLC (the "Landlord") and Z Gallerie, LLC ("Z Gallerie"), as supplemented by Addendum to Lease dated September 2015, by and between the Landlord and Z Gallerie. **(42 South De Lacey Avenue, Pasadena, California 91105)**
2. Commercial Space Lease, dated as of November 29, 2007, by and between The Mercato, LLP (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment to Commercial Space Lease, dated February 27, 2009, by and between the Landlord and Z Gallerie, as further amended by the Second Amendment to Lease, dated July 27, 2009, by and between the Landlord and Z Gallerie, as further amended by the Third Amendment to Commercial Space Lease, dated June 24, 2013, by and between the Landlord and Z Gallerie, and as further amended by the Fourth Amendment to Commercial Space Lease, dated November 7, 2018, by and between PR Mercato, LLC and Z Gallerie. **(9100 Strada Place, #2130, Naples, Florida 34108)**
3. Lease, dated as of July 9, 2010, by and between The Village at Gulfstream Park, LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment of Lease, dated August 22, 2011, by and between the Landlord and Z Gallerie. **(600 Silks Run #1260, Hallandale Beach, Florida 33009)**
4. Lease, dated as of January 17, 2011, by and between La Cantera Specialty Retail, LP and Z Gallerie, Inc. **(15900 La Cantera Pkwy, San Antonio, Texas 78256)**
5. Lease Agreement, dated as of July 15, 2010, by and between Scottsdale Fashion Square, LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment of Lease Agreement and Extension of Term, dated as of April 22, 2013, by and between the Landlord and Z Gallerie. **(7014 E. Camelback Road #544, Scottsdale, Arizona 85251)**
6. Lease, dated as of April 21, 2016, by and between Clearfork Retail Venture, LLC and Z Gallerie, Inc. **(5133 Marathon Avenue #C100, Fort Worth, Texas 76109)**
7. Shopping Center Lease, dated as of March 22, 1999, by and between PHXAZ Limited Partnership (the "Landlord") and Z Gallerie, Inc., as amended by the First Amendment to Shopping Center Lease, dated March 4, 2000, by and between the Landlord and Z Gallerie, and as further amended by the Second Amendment of Lease Agreement and First Extension of Term, dated July 7, 2015, by and between Kierland Greenway, LLC (as successor-in-interest to the Landlord) and Z Gallerie, LLC. **(15044 North Scottsdale Road, Scottsdale, Arizona 85254)**
8. Retail Lease, dated as of November 30, 2012, by and between Coventry II DDR/Trademark Montgomery Farm L.P. (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment to Lease, dated October 26, 2018, by and between Watters Creek Owner, LLC, the Landlord and Z Gallerie. **(988 Village Green Drive, Allen, Texas 75013)**
9. Lease Contract, dated as of March 29, 2013, by and between CITYCENTRE Two Partners, L.P. and Z Gallerie, Inc. **(818 Town and Country Blvd #101, Houston, Texas 77024)**

10. Lease, dated as of January 17, 1991, by and between Drew Properties (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as supplemented by Addendum No. 2, dated October 1, 1994, by and between the Landlord and Z Gallerie, as amended by the letter agreement, dated July 15, 1991, by and between the Landlord and Z Gallerie, as extended by the letter agreement, dated December 4, 2001, by and between the Landlord and Z Gallerie, as further supplemented by Addendum No. 3, dated June 2, 2004, by and between the Landlord and Z Gallerie, Addendum No. 4, dated February 1, 2009, by and between the Landlord and Z Gallerie, as further supplemented by Addendum No. 5, dated September 1, 2010, by and between the Landlord and Z Gallerie, as further amended by the Sixth Amendment to Lease, dated September 30, 2015, by and between the Landlord and Z Gallerie, and as further amended by the Seventh Amendment to Lease, dated October 10, 2018, by and between 4th Street Holdings, LLC (as successor-in-interest to Landlord) and Z Gallerie, LLC. **(1731 Fourth Street, Berkeley, California 94710) (the “Berkley Buying Office”)**

The Landlord filed a complaint on February 26, 2019 alleging that Z Gallerie is using the property outside of the permitted use limitations of the lease and property permit by using more space as office space than is permitted and that Z Gallerie is therefore in violation of the City of Berkeley’s use permit.

11. Lease, dated as of December 14, 2017, by and between St. Johns Town Center and Z Gallerie, LLC. **(4663 River City Drive, Suite 113, Jacksonville, Florida 32246)**
12. Deed of Lease, dated as of December 31, 2016, by and between Eskridge (E&A), LLC and Z Gallerie, LLC. **(2920 District Avenue Space #190, Fairfax, Virginia 22031)**
13. Lease, dated as of January 18, 2011, by and between The Irvine Company, LLC (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as supplemented by Addendum to Lease, by and between the Landlord and Z Gallerie. **(343 Newport Center Drive, Newport Beach, California 92660)**
14. Lease, dated as of September 8, 2011, by and between Willow Bend Shopping Center Limited Partnership and Z Gallerie, Inc. **(6121 W Park Blvd, Plano, Texas 75093)**
15. Lease, dated as of January 19, 2005, by and between Woodfield Mall LLC (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”) and Lease, dated as of April 7, 2014, by and between the Landlord and Z Gallerie. **(134 Woodfield Mall, Schaumburg, Illinois 60173)**
16. Retail Lease Agreement, dated as of October 26, 2012, by and between Southglenn Property Holdings, LLC and Z Gallerie, Inc. **(2253 East Briarwood Avenue, Centennial, Colorado 80122)**
17. Lease, dated as of June 27, 2012, by and between Fashion Place, LLC and Z Gallerie, Inc. **(6191 State Street #N55, Murray, Utah 84107)**
18. Lease, dated as of December 31, 2014, by and between West Valley Owner, LLC and Z Gallerie, LLC. **(6316 Topanga Canyon Blvd, Woodland Hills, California 91367)**
19. Lease, dated as of March 3, 2014, by and between Taubman Benderson UTC LLC (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the First Modification of Lease Agreement, dated July 23, 2014, by and between Landlord and Z Gallerie. **(140 University Town Center Drive, Sarasota, Florida 34243)**
20. Lease, dated as of February 19, 2015, by and between Shops at Sunset Mall Owner, LLC (the “Landlord”) and Z Gallerie, LLC (“Z Gallerie”), as amended by the letter agreement, dated February 26, 2016, by and between the Landlord and Z Gallerie. **(5701 Sunset Drive, Miami, Florida 33143)**

21. Lease, dated as of April 11, 2014, by and between Taubman Cherry Creek Shopping Center, L.L.C. (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Modification of Lease Agreement, dated March 10, 2015, by and between the Landlord and Z Gallerie. **(3000 E 1st Avenue #B215, Denver, Colorado 80206)**
22. Lease, dated as of April 3, 2014, by and between Oakbrook Shopping Center, LLC and Z Gallerie, Inc. **(68 Oakbrook Center, Oak Brook, Illinois 60523)**
23. Indenture of Lease, dated as of October 30, 1998, by and between DAP Limited Partnership (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the First Amendment to Lease, dated November 17, 2000, by and between Landlord and Z Gallerie, as further amended by the Second Amendment to Lease, dated March 1, 2009, by and between Hart Galleria North, LLC (as successor-in-interest to Landlord, "Hart") and Z Gallerie, as further amended by October 13, 2011, by and between Hart and Z Gallerie, and as further amended by the Fourth Amendment to Indenture of Lease, dated October 13, 2016, by and between Regency Galleria North, LLC (as successor-in-interest to Hart) and Z Gallerie. **(5225 Alpha Road, Dallas, Texas 75240)**
24. Lease, dated as of July 24, 2014, by and between Shops at Mission Viejo, LLC and Z Gallerie, Inc. **(555 The Shops Blvd #928A, Mission Viejo, California 92691)**
25. Lease, dated as of October 18, 2013, by and between Sherman Oaks Fashion Associates, LP (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by Lease Amendment No. 1, dated March 28, 2014, by and between Landlord and Z Gallerie. **(14006 Riverside Drive, Sherman Oaks, California 91423)**
26. Lease, dated as of December 14, 2010, by and between Perimeter Mall, LLC and Z Gallerie, Inc. **(4400 Ashford Dunwoody Road NE #1515, Atlanta, Georgia 30346)**
27. Retail Lease, dated as of February 3, 2015, by and between SLTS Grand Avenue, L.P. (the "Landlord") and Z Gallerie, LLC ("Z Gallerie"), as amended by the First Amendment to Retail Lease, dated July 31, 2015, by and between Landlord and Z Gallerie, as assigned by the Assignment and Assumption of ZG Sublease, dated August 2015, by and between Landlord and SLTS Block 2, L.P. (as successor-in-interest, "SLTS Block 2"), and as further amended by the Second Amendment to Retail Lease, dated November 1, 2017, by and between SLTS Block 2 and Z Gallerie. **(280 State Street #280, Southlake, Texas 76092)**
28. Shopping Center Lease, dated as of October 31, 2000, by and between Knox Street Village Holdings, Inc. (the "Landlord") and Z Gallerie, Inc., as amended by the First Amendment to Shopping Center Lease, dated January 26, 2016, by and between Landlord and Z Gallerie, LLC. **(4600 McKinney Avenue, Dallas, Texas 75205)**
29. Lease, dated as of August 1, 2013, by and between South Coast Plaza and Z Gallerie, Inc. **(3333 Bear Street, #141, Costa Mesa, California 92626)**
30. Standard Commercial Shopping Center Lease, dated as of April 16, 2014, by and between Easton Gateway, LLC (the "Landlord") and Z Gallerie, Inc. ("Z Gallerie"), as amended by the letter agreement, dated July 28, 2015, and as further amended by the First Amendment to Lease, dated as of December 2, 2015, by and between Landlord and Z Gallerie. **(4194 Easton Gateway Drive, Columbus, Ohio 43219)**

31. Lease, dated as of May 28, 2002, by and between JG North Raleigh L.L.C. (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the Lease Modification Agreement, dated April 16, 2007, by and between Triangle Town Center, LLC (as successor-in-interest to Landlord, “TTC”), as further amended by the Lease Modification Agreement, dated August 3, 2009, by and between TTC and Z Gallerie, as further amended by the Lease Modification and Extension Agreement, dated September 12, 2012, by and between TTC and Z Gallerie, and as further amended the Lease Modification and Extension Agreement, dated February 5, 2018, by and between G&I VIII CBL TTC LLC (as successor-in-interest to TTC) and Z Gallerie. **(5959 Triangle Town Boulevard #2179, Raleigh, North Carolina 27616)**
32. Lease Agreement, dated as of August 2, 2002, by and between FRIT San Jose Town and Country Village, LLC (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the First Amendment to Lease Agreement, dated October 29, 2002, by and between Landlord and Z Gallerie, and as further amended by the Second Amendment to Lease Agreement, dated as of August 7, 2009, by and between Landlord and Z Gallerie. **(378 Santana Row #1105, San Jose, California 95128)**
33. Lease Agreement, dated as of July 1, 2011, by and between Millenia Crossing, LLC and Z Gallerie, Inc. **(4024 Eastgate Drive, Orlando, Florida 32839)**
34. Lease, dated as of March 3, 2014, by and between Tampa Westshore Associates Limited Partnership (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the First Modification of Lease Agreement, dated October 24, 2014, by and between the Landlord and Z Gallerie. **(2223 North Westshore Boulevard #293, Tampa, Florida 33607)**
35. Lease, dated as of February 21, 2013, by and between Crocker Downtown Development Associates and Z Gallerie, Inc. **(309 Plaza Real, Boca Raton, Florida 33432)**
36. Lease, dated as of February 3, 2015, by and between Fashion Show Mall, LLC and Z Gallerie, LLC. **(3200 South Las Vegas Boulevard #2010, Las Vegas, Nevada 89109)**
37. Lease, dated as of January 10, 2003, by and between Highland Village Holding, Inc. (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the Renewal Option Rider, dated January 10, 2003, between the Landlord and Z Gallerie, as assigned by the letter agreement, dated October 26, 2004, by and between the Landlord and Highland Village Limited Partner (as successor-in-interest to the Landlord, “Highland Village”), and further amended by the First Amendment to Lease Contract, dated July 2018, by and between Highland Village and Z Gallerie, LLC. **(3920 Westheimer Road, Houston, Texas 77027)**
38. Shopping Center Retail Shop Lease, dated as of December 2, 2014, by and between Encinitas Town Center Associates I, LLC and Z Gallerie, LLC. **(1006-E El Camino Real, Encinitas, California 92024)**
39. Lease, dated as of February 7, 2017, by and between The Mall in Columbia Business Trust and Z Gallerie, LLC. **(10300 Little Patuxent Parkway #1910, Columbia, Maryland 21044)**
40. Lease, dated as of June 30, 2016, by and between The Retail Property Trust and Z Gallerie, LLC. **(630 Old Country Road #2079B, Garden City, New York 11530)**
41. Clay Terrace, dated as of November 20, 2013, by and between Clay Terrace Partners, LLC and Z Gallerie, Inc. (“Z Gallerie”), as supplemented by the Master Agreement, dated September 24, 2014, by

and between Washington Prime Group Inc. and Z Gallerie. **(14405 Clay Terrace Boulevard #100, Carmel, Indiana 46032)**

42. Retail Lease, dated as of November 30, 2010, by and between TM Market Street/Building 1 1, LLC and Z Gallerie, Inc. **(9595 Six Pines Drive, The Woodlands, Texas 77380)**
43. Standard Industrial/Commercial Single-Tenant Lease-Net, dated as of August 12, 2004, by and between Jay Leonard Steinberg and Carol Steinberg, as Trustees under The Steinberg Living Trust dated 9/18/1987 and the other lessors thereto (collectively, the “Lessor”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the Amendment to Commercial Single Tenant Lease-Net, dated May 14, 2013, by and between Beverly Drive Enterprises, LLC (as successor-in-interest to the Lessor) and Z Gallerie. **(422 North Beverly Drive, Beverly Hills, California 90210)**
44. Shopping Center Lease, dated as of February 9, 2004, Bridgeport Village, L.L.C. (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the First Amendment to Shopping Center Lease, dated February 12, 2012, by and between BV CenterCal, LLC (as successor-in-interest to the Landlord) and Z Gallerie. **(7277 Southwest Bridgeport Road B-106, Portland, Oregon 97224)**
45. Lease, dated as of July 26, 2016, by and between Annapolis Mall Owner, LLC and Z Gallerie, LLC. **(2300 Annapolis Mall Road #1700, Annapolis, Maryland 21401)**
46. Lease Agreement, dated as of May 10, 2017, by and between PPF RTL Atlantic Town Center, LLC and Z Gallerie, LLC. **(1380 Atlantic Drive #14125, Atlanta, Georgia 30363)**
47. Lease, dated as of November 26, 2018, by and between Green Hills Mall TRG LLC and Z Gallerie, LLC. **(2126 Abbott Martin Road #213, Nashville, Tennessee 37215)**
48. Lease, dated as of June 9, 2005, by and between Downtown at the Gardens Associates, Ltd. (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the Amendment to Lease, dated August 21, 2009, by and between the Landlord and Z Gallerie, as further amended by the Second Amendment to Lease, dated July 8, 2011, by and between the Landlord and Z Gallerie, and as further amended by the Third Amendment to Lease, dated April 28, 2014, by and between the Landlord and Z Gallerie. **(11701 Lake Victoria Gardens Avenue #8103, Palm Beach Garden, Florida 33410)**
49. Lease Agreement, dated March 10, 2005, by and between Town Center Lakeside, Ltd. (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the First Amendment to Lease Agreement, dated January 14, 2009, by and between Landlord and Z Gallerie, as further amended by the Second Amendment to Lease Agreement, dated July 28, 2009, by and between the Landlord and Z Gallerie, as further amended by the Third Amendment to Lease Agreement, dated June 14, 2012, by and between the Landlord and Z Gallerie, as further amended by the Fourth Amendment to Lease Agreement, dated July 24, 2012, by and between the Landlord and Z Gallerie, and as further amended by the Fifth Amendment to Lease Agreement, dated October 19, 2017, by and between LCFRE Sugar Land Town Square, LLC (as successor-in-interest to the Landlord) and Z Gallerie, LLC. **(2180 Lone Star Drive, Sugar Land, Texas 77479)**
50. Lease Agreement, dated March 30, 2012, by and between Hocker Oxmoor, LLC (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the First Amendment of Lease, dated June 15, 2006, by and between Landlord and Z Gallerie, as further amended by the Second Amendment of Lease, dated August 9, 2006, by and between Landlord and Z Gallerie, and as further amended by Rental Abatement Agreement, dated August 28, 2009, by the Landlord and Z Gallerie. **(7900 Shelbyville Rd E-20, Louisville, Kentucky 40222)**

51. Shopping Center Lease, dated as of October 31, 2005, by and between Dos Lagos Lifestyle Center, LLC (the “Landlord”) and Z Gallerie, (“Z Gallerie”), as amended by the First Amendment to Lease, dated September 28, 2006, by and between the Landlord and Z Gallerie, as further amended by the Second Amendment to Shopping Center Lease, dated July 29, 2009, by and between the Landlord and Z Gallerie, as further amended by the Third Amendment to Shopping Center Lease, dated Mary 18, 2011, by and between 223-1 DL Holdings, LLC (as successor-in-interest to the Landlord, “DL Holdings”) and Z Gallerie, as further amended by the Fourth Amendment to Shopping Center Lease, dated December 22, 2011, by and between DL Holdings and Z Gallerie, as further amended by the Fifth Amendment to Shopping Center Lease, dated November 2013, by and between Dos Lagos CRN, LLC (as successor-in-interest to the Landlord, “Dos Lagos”) and Z Gallerie, and as further amended by Sixth Amendment to Shopping Center Lease, dated February 13, 2019, by and between Dos Lagos and Z Gallerie. **(2785 Cabot Drive, Corona, California 92883)**
52. Lease Agreement, dated as of February 29, 2017, by and between Second Paramus Associates, LLC (the “Landlord”) and Z Gallerie, LLC (“Z Gallerie”), as amended by the First Amendment to Lease Agreement, dated February 24, 2017, by and between the Landlord and Z Gallerie. **(722 North State Route 17 #4A, Paramus, New Jersey 07652)**
53. Lease, dated as of February 2, 2012, by and between SPG ARB Associates, L.P. (the “Landlord”) and Z Gallerie, Inc., as assigned by the letter agreement, dated May 28, 2014, assigning Lease from the Landlord to Arboretum Mall, LLC. **(10000 Research Boulevard #118 Austin, Texas 78759)**
54. Lease, dated as of May 17, 2006, by and between Perkins Rowe Associates II, L.L.C. (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the Amendment to Lease, dated July 10, 2006, by and between Landlord and Z Gallerie, as further amended by the Second Amendment to Lease, dated July 24, 2009, by and between the Landlord and Z Gallerie, as further amended by the Third Amendment to Lease, dated February 1, 2011, by and between Jones Lang LaSalle Americas, Inc. (as successor-in-interest to the Landlord, “Jones”) and Z Gallerie, as further amended by the Fourth Amendment to Lease, dated October 2014, by and between Crawfish, LLC (as successor-in-interest to Jones, “Crawfish”) and Z Gallerie, and as further amended by the Fifth Amendment to Lease, dated November 19, 2015, by and between Crawfish and Z Gallerie, LLC. **(10156 Perkins Rowe #100, Baton Rouge, Louisiana 70810)**
55. Lease, dated as of June 17, 2015, by and between Del Amo Fashion Center Operating Company, L.L.C. and Z Gallerie, LLC. **(21540 Hawthorne Boulevard #439, Torrance, California 90503)**
56. Lease by and between Leawood TCP, LLC and Z Gallerie, Inc. **(4853 W 117th Street, Leawood, Kansas 66211)**
57. Lease, dated as of September 19, 2007, by and between AD Pembroke Land Company, LLC (the “Landlord”) and Z Gallerie (“Z Gallerie”), as amended by the First Amendment to Lease Agreement, dated August 6, 2009, by and between the Landlord and Z Gallerie, and as further amended by the Second Amendment to Lease Agreement, dated December 29, 2010, by and between the Landlord and Z Gallerie. **(14551 Southwest 5th Street, Pembroke Pines, Florida 33027)**
58. Lease and Operating Agreement, dated January 27, 2006, by and between The Roseville Fountains, L.P. (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the First Amendment of Lease, dated August 3, 2009, by and between the Landlord and Z Gallerie, and as further amended by the Second Amendment to Lease and Operating Agreement, dated July 1, 2011, by and between the Landlord and Z Gallerie. **(1182 Roseville Parkway #130, Roseville, California 95678)**

59. Lease, dated as of January 31, 2008, by and between Village Square Dana Park, LLC (the “Landlord”) and Z Gallerie, Inc. (“Z Gallerie”), as amended by the Amendment to Lease, dated August 28, 2008, by and between Landlord and Z Gallerie, as further amended by the Second Amendment to Lease, dated June 2009, by and between Landlord and Z Gallerie, and as extended by the letter agreement, dated July 25, 2018 from Z Gallerie, LLC to Whitestone Village Square at Dana Park LLC (as successor-in-interest to the Landlord). **(1652 South Val Vista Drive #108, Mesa, Arizona 85204)**
60. Lease Agreement, dated November 11, 2016, by and between Skyview Drive LLC and Z Gallerie, LLC. **(2601 Skyview Drive, Lithia Springs, Georgia 30122)**

(b)

None.

Schedule 3.7**Insurance****Summary**

Type of Coverage	Term	Carrier	Policy Number
Insurance Policy-Workers Compensation (AOS)	9/1/2018-9/1/2019	Sompo America Insurance Company	WCDS1036 K0
Insurance Policy-Workers Compensation (WI)	9/1/2018-9/1/2019	Sompo America Insurance Company	WCNS1073 V0
Insurance Policy-Umbrella	9/1/2018-9/1/2019	Great American Insurance Company of New York (Sterling Risk)	UMB 9999709
Insurance Policy-Property, Auto, Inland Marine,	9/1/2018-9/1/2019	Fireman's Fund Insurance Company (Allianz SE)	S 49 DXJ 80990293
Insurance Policy-General Liability, Employee Benefits Liability, Contingent Auto Liability	9/1/2018-9/1/2019	ACE American Insurance Company (Chubb)	PHF D38044035 002
Insurance Policy-Tech, D&O, Policy	9/1/2018-9/1/2019	Syndicate 2623/623 at Lloyd's (Beazley)	W1FEF518 0201
Insurance Policy-Crime & Fiduciary	9/1/2018-9/1/2019	Federal Insurance Company (Chubb)	8208-6135
Insurance Policy-D&O	11/5/2018-11/5/2019	Lloyd's of London (Euclid Executive)	ELL015039 5 00
Insurance Policy-Excess D&O	3/8/2019-11/5/2025	Berkeley Insurance Company (JLT)	BPRO80489 1
Insurance Policy-Cargo Stock Throughput	9/1/2018-9/1/2019	C.N.A	OC 249445

Schedule 3.8

Material Contracts

(a)

(i)

None.

(ii)

1. Offer Letter, dated as of April 13, 2018, from Z Gallerie to Rob Otto.
2. Severance Agreement, dated as of April 27, 2018, by and between S Gallerie, LLC and Rob Otto.

(iii)

1. Credit Agreement, dated as of October 8, 2014, by and among Z Gallerie, LLC, Z Gallerie Holding Company, LLC, the other Credit Parties, Keybank National Association, as Agent, the Lenders and KKR Credit Advisors (US) LLC, as Arranger (each as defined therein), as amended, modified or supplemented from time to time.
2. Senior Unsecured Note issued on November 20, 2018 by Z Gallerie, LLC.
3. Senior Unsecured Note issued on November 20, 2018 by Z Gallerie, LLC.
4. Senior Unsecured Note issued on November 20, 2018 by Z Gallerie, LLC.
5. Senior Unsecured Note issued on November 20, 2018 by Z Gallerie, LLC.
6. Senior Unsecured Refinancing Note issued on November 20, 2018 by Z Gallerie, LLC.
7. Senior Unsecured Refinancing Note issued on November 20, 2018.
8. Senior Unsecured Refinancing Note issued on November 20, 2018.
9. Senior Unsecured Refinancing Note issued on November 20, 2018.
10. Senior Secured Superpriority Debtor in Possession Credit Agreement, dated as of March 15, 2019, by and among Z Gallerie, LLC, the other Credit Parties, Keybank National Association, as Agent and the other Lenders (each as defined therein).

(iv)

1. Listrak Agreement, dated as of February 13, 2019, by and between Listrak Inc. and Z Gallerie, LLC.
2. Master Agreement, dated as of September 30, 2015, by and between Aptos, Inc. and Z Gallerie, LLC, as amended by the Amendment to the Master Agreement, dated August 9, 2016.

3. Master Purchase Agreement, dated as of May 6, 2016, by and between RetailNext, Inc. and Z Gallerie, LLC.
4. AudioEye Accessibility Compliance Enhancements by and between Microexcel Inc. and Z Gallerie, LLC.
5. Transportation Management Solutions Agreement, dated as of September 24, 2018, by and between Manning Consulting Group, Inc. and Z Gallerie, LLC.

(v)

None.

(vi)

None.

(vii)

None.

(viii)

None.

(ix)

None.

(x)

None.

(xi)

None.

(xii)

None.

(b)

None.

Schedule 3.9**Litigation**

Case Title	Case Number	Nature of Case	Date Filed	Court or Agency's Name and Address
Rolando Correa vs. Z Gallerie, LLC	BC694378	Disability discrimination, failure to engage in interactive process and accommodate, wage claim and wrongful termination	2/22/2018	Los Angeles Superior Court
Kristal Gilmore; Antwaunette Smith/ vs. Z Gallerie LLC	BC695110	Assault, Battery, Sexual Assault & Battery, Violations of FEHA for Sexual Harassment & Gender Discriminations; Violations of FEHA for retaliation; California Labor Code sections 1102.5 (b&c); Reckless/Intentional infliction of emotional distress; constructive wrongful termination.	2/21/2018	Los Angeles Superior Court
Anka Williams v Z Gallerie LLC dba Z Gallerie	negotiated out of court	Discrimination based on Race; Sick Leave/ FMLA violations; Retaliation; wrongful termination in Public Policy; Intentional	1/30/2018	n/a/ California

		Infliction of Emotional Distress; Negligen Infliction of Emotional Distress; Unfair Comptetion; Failure to Produce Employment File; and Failure to Produce Wage Records		
David Johnson vs Z Gallerie, LLC	CACE-16-015265 Division: 18	Disability Discrimination,	8/18/20 16	n/a, Florida
Ravit Dagostino vs. Z Gallerie, LLC	0:18-cv-60191- KMW	Interference with FMLA rights	2/21/20 18	n/a, Florida
Laura Scattergood, on behalf of herself, the General Public, and all others similarly situated vs. Z Gallerie LLC	37-2016- 00027074-CU-BT- NC	Violations of Civil Code section 1749.5, Civil Code section 1750 et seq., and Business and Professions Code section 17200 et seq.	8/8/201 6	Superior Court for the State of California, County of San Diego-North County
Mikala Jackson vs. Z Gallerie	DFEH# 201712- 00434714	Racial discrimination, harasment, retaliation	12/14/2 017	
Shelita Harper vs Z Gallerie	DFEH # 966144- 318782	Racial discrimination, harasment, retaliation	9/16/20 17	
Camille Goode vs. Z Gallerie	DFEH 201801- 00756111	Racial discrimination, harasment, retaliation	1/11/20 18	
Tenisha Alston vs. Z Gallerie	DFEH# 20171200429614	Racial discrimination, harasment, retaliation	12/14/2 017	
Olmeido vs Z Gallerie LLC	negotiated out of court	Violation of FMLA rights	8/30/20 17	
Kimberly Laux vs. Z Gallerire	negotiated out of court	CA rest breaks	1/3/201 7	

Keria Rosenthal vs. Z Gallerie LLC	2017CF-1595	Race discrimination	3/31/20 17	
Sarah Lozano vs. Z Gallerie	# BC647767	Harassment	1/25/20 17	
Johnson vs Z Gallerie	DFEH # 728496-229253	Wage and hour	5/22/20 16	
Melinda Eberspacher vs. Z Gallerie	# BC544574	Wage and hour	5/4/201 4	Superior Court for the State of California
Alicia Zuniga vs. Z Gallerie	DFEH# 241406-102522	Disability discrimination and retaliation; wrongful termination	4/23/20 14	

Schedule 3.10

Permits; Compliance with Laws

Originating Master Name	Description
ARIZONA DEPT. OF REVENUE	2018-19 BUSINESS LICENSE
BOROUGH OF PARAMUS	BUSINESS LICENSE 2/2018 BUSINESS LICENSE 7/2018
BROWARD COUNTY TAX COLLECTOR (FL)	2018-19 BUS TAX #10 2018-19 BUS TAX #96
CA DEPARTMENT TAX & FEE ADMINISTRATION	BUSINESS TAX 0002 8157 198
CA OFFICE OF TOURISM	CA TOURISM ASSESSMENT
CITY & COUNTY OF DENVER	OCCUP TAX DELINQ POST 2019 ALARM PERMIT PRE 2019 ALARM PERMIT
CITY & COUNTY OF SF TAX COLLECTOR	BUSINESS TAX 80210112
CITY OF BATON ROUGE	2018 OCC LIC - ST 93 2019 OCC LIC - ST 93
CITY OF BELLEVUE	10-12/18 MULTI TX RT 1-3/18 MULTI TAX RTN 2018 QTR 2 RETURN 7-9/2018 MULTI TX RT PENALTY BAL DUE ST 78 POST MAR 19 MULTI TX R PRE 1-3/19 MULTI TXRT
CITY OF BERKELEY	2018 BUS LIC RENEWAL 2019 BUS LIC RENEWAL 2
CITY OF BEVERLY HILLS	2019 BUSINESS TAX RN
CITY OF BOCA RATON	2018-19 BUX TAX #64
CITY OF CENTENNIAL	2019 RETAIL LIC RNWL
CITY OF CHICAGO	PUBLIC WAY USE PERMIT 80224620
CITY OF CORONA	2018-19 BUS LIC REWL
CITY OF COSTA MESA	0618-0519 BUS LIC RN POST 6/1-5/31/20 BUS LC
CITY OF DUNWOODY	2018 BUS/OCCUP TAX POST 2019 BUS/OCCUP TX PRE 2019 BUS/OCCUP TX
CITY OF ENCINITAS	2018 BUS REG RNWL
CITY OF GARDENA	2018 BUS LIC RNW-GDC 2018 BUS LIC RNWL-12 2019 BUS LIC RNW-GDC 2019 BUS LIC RNWL-12
CITY OF HALLANDALE BEACH	2018 BUSINESS TAX
CITY OF HOMEWOOD	2019 BUS LIC RNWL-56
CITY OF HOUSTON SIGN ADMINISTRATION	9/12/18 PREP FEE 1255688
CITY OF LEAWOOD (KS)	2018-2019 OCCUP LIC

CITY OF LIVERMORE	2018 BUS LIC TX RNWL
CITY OF LOS ANGELES	4512696 #45 4513232 #34 POST 2019 ALARM PROP
CITY OF NEWPORT BEACH	2018 BUS LIC TAX 2019 BUS LIC TAX RNW
CITY OF PALM BEACH GARDENS	2018-19 BUS TAX #83
CITY OF PASADENA	9/18-8/19 BUS LIC
CITY OF PEMBROKE PINES	2018 INSPECTION FEE 2018-19 BUS TAX #96
CITY OF RICHMOND HEIGHTS	2018 BUS LIC RENEWAL
CITY OF ROSEVILLE CA	2019 BUS LICENSE RNW
CITY OF SAN JOSE	2018 BUS TAX BAL 2018-19 BUS TAX #57 BUS TAX BAL - 57
CITY OF SCOTTSDALE	221052
CITY OF SOUTH MIAMI	2018 ALARM REG 2018-19 BUS LIC #36
CITY OF TAMPA	2019 BUS TAX #63
CITY OF TORRANCE	2019 BUS LIC RENWL F180430033276
CITY OF TUALATIN	2019 BUS LIC RENEWAL
CITY OF WALNUT CREEK	2018 BUS LIC RNWL#58
CLARK COUNTY BUSINESS LICENSE	2/18-7/18 GR LICENSE 2/19-7/19 GR LICENSE GROSS REV LIC RNWL
CLERK OF COURT, HOWARD COUNTY	2018 BUS LIC RENEWAL
CLERK OF THE CIRCUIT COURT	2018 BUS LIC RENEWAL POST 2019 BUSINESS LIC PRE 2019 BUSINESS LIC
COLLIER COUNTY TAX COLLECTOR (FL)	2018-19 BUS TAX #09
COUNTY OF ALAMEDA	2018 POS RNWL ST 21 2019 POS RNWL ST 21
COUNTY OF FAIRFAX VA	2019 BPOL FRM 8TA-AJ
COUNTY OF FAIRFAX, VA	2018 BPOL FRM-8TA-E2 2018 BPOL RENEWAL 2018 USE PERMIT
COUNTY OF ORANGE (SEALER-TREASURER)	2018 POS REG ST 25 2018 POS REG ST 44 2018 POS REG ST 52
DAWSON COUNTY GA	POST 2019 BUS LICE RNW 2018 BUS LIC - NEW
DEPT OF WEIGHTS & MEASURES	7/18-6/19 POS REG
DOUGLAS COUNTY	2019 OCC BUS LIC RNW
DPH/WEIGHTS AND MEASURES	2018 POS REG FEE
HILLSBOROUGH COUNTY TAX COLLECTOR	2018-19 BUS TAX #63
JEFFERSON COUNTY DEPT OF REVENUE	2018-19 BUS LICENSE

	2018-2019 BUS LIC
JEFFERSON PARISH SHERIFF & TAX COLLECTOR	2018 BUSINESS TAX 2018 CHAIN STORE TAX 2018 RETAIL MDSE TAX 2019 OCC LIC TAX 23
JEFFERSON PARISH SHERIFF'S OFFICE	2019 CHAIN STORE TAX
L.A. COUNTY AGRICULTURE COMMISSION	2019 WTS-MEASURES 34 2019 WTS-MEASURES 45 2019 WTS-MEASURES 75
LOUISIANA DEPT OF AGRICULTURE	2018 POS REG 2018 W&M DEVICE REG 2019 W&M DEVICE REG
MIAMI-DADE COUNTY TAX COLLECTOR	2018-19 BUS TAX #36
MURRAY CITY CORPORATION	2018 BUS LIC RNWL
NEVADA DEPT OF TAXATION	POST 2019 1ST QTR BUS TX PRE 2019 1ST QTR BUS TX
NEVADA DEPT OF TAXATION/REVENUE	NV MOD BUS TAX NV MOD BUS TAX 9/2018 NV MODBUS TAX 12/2018
OFFICE OF FINANCE, CITY OF LOS ANGELES	2018 BUS TAX RNWL 34 2018 BUS TAX RNWL 45
ORANGE COUNTY FL TAX COLLECTOR	2018-19 BUS TAX #60
OREGON SECRETARY OF STATE	POST 2019 BUS RENEWAL
PALM BEACH COUNTY TAX COLLECTOR	2019 LOC BUS TAX #64 2019 LOC BUS TAX #83
PAUL TEMPLEMAN	1/2019 EXPENSES
RHODE ISLAND DIV OF TAXATION	2019 SLS TAX RENEWAL
SAN FRANCISCO TAX COLLECTOR	2019 BUS LIC RENEWAL 2019-01 BUS REG #26 3736357887 BUS TAX 2016-04 ST26 POST2019 EXT TAX1PMT PRE2019 EST TAX 1PMT
SARASOTA COUNTY TAX COLLECTOR	2018-19 BUS TAX #35
SOUTH COAST AQMD	3203036 3203036- 3203036-BAL 3206205 3206205- 3206205-BAL 3275682
STATE COMPROLLER TX	PRE2018 13050 FRANCH
TENNESSEE DEPT OF REVENUE	2018 BUS TAX RTN SUM BUS TAX 8024320 PRE 2018 BUS TAX
TREASURER OF VIRGINIA	2018 ANNUAL REG #24
U.S. FISH & WILDLIFE	2019 PERMIT
VILLAGE AT GULFSTREAM PARK	3/18 CDD ASSESSMENT

	4/18 CDD ASSESSMENT
VILLAGE OF SCHAUMBURG	2019 BUS LIC RNWL
VILLAGE OF SKOKIE	2018 CERT OCCUP #41
WASHINGTON DEPT OF REVENUE	BUSINESS TAX 0-002-658-186
WI DEPT OF REVENUE	2018 BUS TAX REG

1. The matters set forth on Schedule 3.9 are hereby incorporated by reference.

Schedule 3.11

Environmental Matters

Products received from certain vendors of the Company may not be in compliance with the label requirements of the August 30, 2018 update to the California Safe Drinking Water and Toxic Enforcement Act of 1986, as amended, required of such vendors.

Schedule 3.12

Intellectual PropertyTrademarks

CASE NO.	COUNTRY	MARK	APP.NO./REG.NO. & DATE	STATUS
ZGALL-001T	U.S.	Z GALLERIE International Class 42: retail store services featuring artwork, gift items, and home and office accessories	74/021,628 Filed 1/23/1990 1,618,180 Registered 10/16/1990	REGISTERED TM Renewal Due 10/16/2020
ZGALL-001U2	California	Z GALLERIE	054912	REGISTERED Renewal Due 6/3/2021
ZGALL-003T	U.S.	Z GALLERIE International Class 42: retail store services featuring artwork, picture framing, decorator accessories, office accessories, home accessories including furniture, houseware and bath and kitchen products, lighting, toys and gift items, time pieces and travel accessories including luggage	74/215,139 Filed 10/22/1991 1,779,881 Registered 6/29/1993	REGISTERED Renewal due 6/29/2023
ZGALL-004T	U.S.	ZZ GALLERIE International Class 42: retail store services featuring artwork; picture framing; decorator accessories; office accessories; home accessories including furniture; housewares excluding crystal and table top glassware; bath and kitchen products; lighting; toys and gift items; time pieces; and travel accessories including luggage	86/906,965 Filed 02/12/2016 5,205,802 Registered 05/16/2017	REGISTERED 8&15 Affidavit 05/16/2023 Renewal due 05/16/2027
ZGALL-035T	U.S.	Z GALLERIE International Class 35: on-line retail store services featuring home accessories, furniture, lights, housewares and bath and kitchen products, tableware, artwork, lighting, toys and gift items, time pieces, phones, picture frames and albums, potpourri, vases, bags, window coverings, drapes, rods and holdbacks, bedding, duvets, shams, pillows and throws, bean	78/138,774 Filed 6/25/2002 2,747,220 Registered 8/5/2003	REGISTERED Renewal Due 8/5/2023

		bags, books, candles, candle holders, fountains, decorator accessories and office accessories		
ZGALL-041T	U.S.	Z International Class 35: Retail store services featuring artwork, picture frames, office furnishings and accessories, home furnishings and accessories, housewares, bath and kitchen products, lighting, toys and gift items, time pieces, travel accessories, and luggage	78/291,356 Filed 8/22/2003 2,961,180 Registered 6/7/2005	REGISTERED Renewal due 06/7/2025

Domain Names

Owner	Internet Domain Names And Websites
Z Gallerie, LLC	https://www.zgallerie.com/
Z Gallerie, LLC	INSTAGRAM: @zgallerie
Z Gallerie, LLC	PINTEREST: Z Gallerie
Z Gallerie, LLC	HOUZZ.COM: Z Gallerie
Z Gallerie, LLC	TWITTER: @zgallerie
Z Gallerie, LLC	FACEBOOK: @zgallerie
Z Gallerie, LLC	TUMBLR: https://zgallerie.tumblr.com/
Z Gallerie, LLC	BLOG: https://inspire.zgallerie.com/
Z Gallerie, LLC	YOUTUBE: https://www.youtube.com/zgallerie
Z Gallerie, LLC	GIPHY: https://giphy.com/channel/zgallerie

Schedule 3.14

Seller Plans

(a)

1. Corporate Incentive Program – Supervisory and Non-Supervisory Plans
2. Store Manager Incentive Plan
3. Store Employee Incentive Plan
4. SPH Rewards Program
5. Z Gallerie 401(k) Plan
6. Blue Shield of California – Trio HMO, Access+ HMO, PPO
7. Aetna DMO, Aetna PDO
8. Vision Service Plan
9. Aetna Group Term Life Insurance (including AD&D)
10. Aetna Supplemental Life Coverage
11. Aetna Short Term Disability Plan
12. Voya Voluntary Accident Insurance
13. Voya Critical Illness Insurance
14. Employee Assistance Program
15. Health Advocate Service
16. Employee Benefits Guide for full-time employees outside of California, effective July 1, 2018.
17. Employee Benefits Guide for full-time employees in California, effective July 1, 2018.
18. Z Gallerie Employee Handbook
19. Standard Security Life Insurance Company New York Disability Benefits Law Policy, No. R17756-000.

(e)

None.

Schedule 3.15

Employees

(a)

1. The matters set forth on Schedule 3.9 are hereby incorporated by reference.

(b)

None.

(c)

None.

(d)

1. Offer Letter, dated as of April 13, 2018, from Z Gallerie to Rob Otto.
2. Severance Agreement, dated as of April 27, 2018, by and between S Gallerie, LLC and Rob Otto.

Schedule 3.16

Affiliate Transactions

1. Corporate Development and Administrative Services Agreement, dated as of October 8, 2014, by and among Z Gallerie Holdings, LLC, Z Gallerie, LLC and Brentwood Associates Private Equity V, L.P.

Schedule 3.17

Brokers

None.

Schedule 3.18

Top Suppliers

1. Jonathan Louis International
2. Shayne International Holdings Ltd.
3. Leftbank Art
4. Bassett Mirror Company Inc.
5. Max Home, LLC
6. Navarre and Associates, Inc.
7. Jettcorp Limited
8. Phillips Collection, Inc.
9. Orient Express Furniture Inc.
10. Peking Handicraft Inc.

Schedule 4.3

Conflicts; Consents

None.

Schedule 6.1

Conduct of Business of the Sellers

None.

Schedule 6.2(f)

Aguirre, Brittany
Agustin, Davena
Alcantara, Juan
Berador, Lou
Branagh, Hannelore
Chappell, Kevin
Chavez, Tricia
Clarke, Rachael
Coca, Vladimir
Coleman, Sherri
Cortez, Oscar
DeAlba, Helen
DeCicco, Jonathon
Gaytan, Gladys
Hale-Jackson, Angela
Hanson, Betty
Hendricks, Miche'le
Hubbard, Latonya
Jackson, Christina
Jackson, Tiara
Juan, Patricia
Kindle, Doyle
Lopez Oregel, Andrea
Losoya, Annette
Lucas, Kemyah
Matthews, Karla
Mead, Madison
Miller, Nina
Morrison, Jenny
Nolen, Kevin
Nuno, Elizabeth
Oviedo, Reynel
Phillips, Jason
Poer, James
Pollard, Lachelle
Porche, Chanel
Reyes, Jose
Robinson, Samuel
Rodriguez, Andres
Romo, Maria
Ryan, Matthew
Sajona, Romansanto
Schuch, Linda
Sicam, Rodney
Silveira, William
Staford, Queva

Taylor, Erica
Templeman, Paul
Torres, Angelina
Trinh, Hoang
Ujournunna, Uchechi
Valdivia, Raul
Vann, JaQuinta
Walker, Kristal
Wylie, Keith
Yancy, Dyonn
Yap, Cessyna

Schedule 6.4

Regulatory Approvals

None.

Schedule 11.1(mm)

Permitted Encumbrances

None.